BOARD OF COMMISSIONERS REGULAR MEETING (LIGHT RECEPTION AT 5:00 P.M.) AGENDA

Wednesday, March 12, 2025 at 6:00 PM
Commission Chambers, 300 Municipal Drive,
Madeira Beach, FL 33708

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

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1. **CALL TO ORDER**
2. **INVOCATION AND PLEDGE OF ALLEGIANCE - City Attorney Thomas Trask**
3. **ROLL CALL**
4. **INDUCTION INTO OFFICE - CITY CLERK**
   - **A.** Mayor - Anne-Marie Brooks (Three Year Term)
   - **B.** Commissioner District 3 - Eddie McGeehen (Two Year Term)
   - **C.** Commissioner District 4 - Housh Ghovaee (Two Year Term)
5. **APPOINTMENT OF VICE MAYOR**
   - **A.** Appointment of Vice Mayor
6. **ROLL CALL**
7. **APPROVAL OF THE AGENDA**
8. **PROCLAMATIONS - Mayor**
9. **PRESENTATIONS (limited to 10 minutes each)**
10. **PUBLIC COMMENT**

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

If you would like someone at the City to follow up on a comment or question made at the meeting, you may fill out a comment card with the contact information and give it to the City Manager.

Comment cards are available at the back table in the Commission Chambers. Completing a comment card is not mandatory.

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

11. APPROVAL OF THE MINUTES

A. 02-12-2025, BOC Regular Meeting Minutes

B. 02-26-2025, BOC Special Meeting Minutes (for a shade meeting)

C. 02-26-2025, BOC Joint Workshop with Civil Service Commission Meeting Minutes

D. 02-26-2025, BOC Regular Workshop Meeting Minutes

12. CONSENT AGENDA

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

13. PUBLIC HEARINGS

A. Ordinance 2025-01, New Personnel Policy - 1st Reading & Public Hearing

B. Ordinance 2025-02, Amendment to Civil Service Commission Duties and Responsibilities - 1st Reading & Public Hearing

C. Ordinance 2025-03, Post Termination Hearings; Hearing Officer - 1st Reading & Public Hearing

D. Ordinance 2025-04, Planned Development - 2nd Reading and Public Hearing

E. Ordinance 2025-05, Temporary shelters on residential property - 2nd Reading and Public Hearing

F. Ordinance 2025-06, Amendment to Capital Improvement Element of Comprehensive Plan - 2nd Reading and Public Hearing

G. Ordinance 2025-07, Adult Use Restriction - 2nd Reading and Public Hearing

H. Ordinance 2025-08, Fees and Collection Manual - 2nd Reading and Public Hearing

I. Ordinance 2025-09, Districts - 1st Reading and Public Hearing

J. Ordinance 2025-10, Accessory Structures - 1st Reading and Public Hearing

K. Ordinance 2025-11, Alcoholic Beverages - 1st Reading and Public Hearing

L. Ordinance 2025-12, Amendment to the Fees and Collection Procedure Manual - 1st Reading and Public Heading

14. UNFINISHED BUSINESS

A. Johns Pass North Jetty Mobility Mat

15. CONTRACTS/AGREEMENTS

A. DSK Law Engagement Letter to serve as Special Magistrate for the City of Madeira Beach

B. Approve CAP Government Agreement - Building Services

C. Approval of purchase for rear load containers

D. ITB 25-02 Purchase Rear Load Replacement Containers Contract Approval

E. Archibald Parking lot and 142nd Beach Access repair approval

F. RFP 25-03 Madeira Beach Recreation Center Interior Hurricane Repairs

G. City Sponsored Fireworks

H. Facility Use Agreement

16. NEW BUSINESS

17. AGENDA SETTING - 6:00 P.M., MARCH 26, 2025 BOC REGULAR WORKSHOP (BOC Budget Workshop, 4:00 p.m.)

A. BOC Policy Handbook (Resolution 2025-02)

B. FY 2025 Financial Update & Storm Damage/Insurance

C. City Hall Ground Floor Repair

D. City Hall Ground Floor New Construction - Status

E. Texting Service - City Information

F. Post-Hurricane Update - Recovery, Rebuild, Permitting, FEMA, FDEM

G. Honor Court

H. John's Pass Dredging

I. Grant Works - Existing Agreement

18. REPORTS/CORRESPONDENCE

A. Board of Commissioners - 2025 BOC Meeting Schedule

B. City Attorney

C. City Clerk Report - March 2025

D. City Manager

19. 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.

MEMORANDUM

TO: Honorable Mayor and Board of Commissioners

VIA: Robin Gomez, City Manager

FROM: Clara VanBlargan, City Clerk

DATE: 01/15/2025

RE: Appointment of Vice Chair – One (1) Year term

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.

MINUTES

BOARD OF COMMISSIONERS
REGULAR MEETING
FEBRUARY 12, 2025
6:00 p.m.

The City of Madeira Beach Board of Commissioners held a regular meeting at 6:00 p.m. on February 12, 2025, in the Patricia Shontz Commission Chambers at City Hall, located at 300 Municipal Drive, Madeira Beach, Florida.

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

MEMBERS ABSENT: None.

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

1. CALL TO ORDER

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

2. INVOCATION AND PLEDGE OF ALLEGIANCE

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

3. ROLL CALL

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

4. APPROVAL OF THE AGENDA

Mayor Brooks asked to move up Item 12. D. Approve Tampa Bay Psychology Services LLC agreement for Psychological Evaluation and Counseling Services for Fire Personnel to just after Item 9. Consent Agenda and before Item 10. Public Hearings. The Board consented.

Commissioner Ghovaee motioned to approve the agenda with the Mayor's change. Vice Mayor Tagliarini seconded the motion.

ROLL CALL:

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

The motion carried 5-0.

5. PROCLAMATIONS

There were no proclamations.

6. PRESENTATIONS

A. Madeira Beach Fire Department – Introduction of New Hires

Fire Chief Clint Belk recognized the following new hires at the Fire Department, and each was pinned with a badge:

Joseph Calderaro, Firefighter/EMT	Date of Hire 02/19/2024
Christian Greene, Firefighter/Paramedic	Date of Hire 01/06/2025
Kavaris Service, Firefighter/EMT	Date of Hire 11/04/2024
Daniel Torres, Firefighter/EMT	Date of Hire 11/04/2024

B. Madeira Beach Fire Department – Firefighter of the Year, 2025

Fire Chief Clint Belk recognized Firefighter/Paramedic Michael Wasilewski as the 2025 Firefighter of the Year for his unparalleled dedication, exemplary service, and unwavering commitment to excellence. He presented Michael Wasilewski with a plaque.

C. Madeira Beach Fire Department – Promotions

Fire Chief Clint Belk recognized the following personnel in the Fire Department recently promoted:

Deputy Chief John Mortellite	October 1, 2024
Lieutenant Michael Wasilewski	January 6, 2025

D. Madeira Beach Fire Department – Recognition of Years of Service

Fire Chief Clint Belk recognized the following personnel in the Fire Department for their years of service and dedication to the City of Madeira Beach.

Firefighter/Paramedic Johana Whitfield	5 years
Fire Marshal Raul Perez	10 years

7. PUBLIC COMMENT

Bob Bellow, 13301 Gulf Lane, shared his experience at the Madeira Beach Building Department and Zoning Department regarding the permitting process after the hurricanes, which he said was much better service than he received at other cities.

8. APPROVAL OF MINUTES

A. 2025-01-08, BOC Regular Meeting Minutes
B. 2025-01-22, BOC Regular Workshop Meeting Minutes

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

ROLL CALL:

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

The motion carried 5-0.

9. CONSENT AGENDA

There were no consent agenda items.

12. D. Approve Tampa Bay Psychology Services LLC Agreement for Psychological Evaluation and Counseling Services for Fire Personnel

This item was moved up during the Approval of the Agenda.

Fire Chief Belk said the grant funding that provided free services to every firefighter in Pinellas County was no longer available. He introduced Dr. Benson, who gave an overview of the services provided and their locations.

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

Commissioner Kerr said he wanted to ensure they were looking for any grants available for anything that came before the Board. He thought it would be a perfect opportunity to bring a grant to the firehouse. Dr. Benson said Dunedin and Seminole have been able to channel and access opioid task force services through the County, and she has assisted them with drafting the contract

language for accessing the funds. That was the only grant she was aware of. Chief Belk said he thought about using proceeds from the 5K to help offset some of the costs with Tampa Bay Psychology.

Commissioner Kerr asked Chief Belk to work with the City Manager to see what they can do. State and philanthropic grants could be available. They need to do the legwork and paperwork. At a recent meeting, grant writers were mentioned. They could get that on a perceptual annual basis to help offset some of the costs. The cost is not his priority, but anything they can do to help the residents would be good.

Commissioner McGeehen commented in favor of the services.

Commissioner Ghovaee asked if there was a way to gauge success for improvements. Dr. Benson said she sees success when a person schedules another appointment. Clients are encouraged to be active and provide feedback because it is part of the introspective process. Word of mouth is also their biggest objective for success. Their company has expanded to multiple counties across the State of Florida. Pinellas County has its highest-concentrated membership. Beyond that, administratively, they get feedback from the employers that their employees are happy with the services.

Mayor Brooks thanked Dr. Benson for coming and sharing the information. She said last year, Pinellas County lost two firemen who committed suicide. She had those conversations with the Fire Department when that happened, which gave her a glimpse of what they live within their job. Mental health is important. Seeing a psychologist who specializes in the field of first responders appears to be a game-changer based on the conversations she had. She supported it 100% and would love to know why the funding was pulled. They could add that to their lobbyist's list to help get that money back. Other beach communities, unwilling or unable to afford to put the money in their budget to support their first responders, should do something to get the State behind them.

Commissioner Kerr motioned to approve the Tampa Bay Psychology Services LLC Agreement for Psychological Evaluation and Counseling Services for Fire Personnel. Commissioner Ghovaee seconded the motion.

ROLL CALL:

Commissioner Kerr	"YES"
Commissioner Ghovaee	"YES"
Commissioner McGeehen	“YES”
Vice Mayor Tagliarini	“YES”
Mayor Brooks	"YES"

The motion carried 5-0.

10. PUBLIC HEARINGS

A. Ordinance 2025-04, Planned Development – 1st Reading and Public Hearing

City Attorney Tom Trask read Ordinance 2025-04 by title only:

ORDINANCE 2025-04

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING CHAPTER 110 ZONING, ARTICLE V. DISTRICTS, DIVISION 10, PD., PLANNED DEVELOPMENT, OF THE CITY'S LAND DEVELOPMENT CODE PROVIDING FURTHER INFORMATION ON INTENT AND PURPOSE; INCLUDING DIMENSIONAL REGULATIONS; SPECIFYING REQUIREMENTS FOR THE APPLICATION FOR PD ZONING; CLARIFYING THE REVIEW CRITERIA FROM THE LOCAL PLANNING AGENCY; CLARIFYING THE REVIEW CRITERIA FROM THE BOARD OF COMMISSIONERS; INCLUDING STANDARD OPERATING ADJUSTMENTS IN THE CHANGES OF DEVELOPMENT PLAN; AND INCLUDING OPTIONS FOR TIME EXTENSIONS; PROVIDING FOR CONFLICT, CODIFICATION AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Community Development Director Jenny Rowan said the item was discussed at the workshop. She explained that Ordinance 2025-04 amends the Planned Development Division in the Madeira Beach Code of Ordinances to fix inconsistencies, reference the Forward Pinellas Countywide Rules, and update the standards in that division to current practices. It went to the Planning Commission on February 3, and they recommended approval.

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

Commissioner Kerr said he supported everything but not the height in John's Pass Village. It is 15 feet higher than they have, but that was voted on and approved, and he could do nothing about it.

Director Rowan said that in PD Section 110-387, Permitted Uses and Dimensional Regulations, the last paragraph states that PD developments in Traditional Village, Commercial Core, Boardwalk, and Low-Intensity Mixed Use Character Districts of John's Pass Village Activity Center will not be able to get additional height through the PD process. There are some additional restrictions for some Character Districts.

Commissioner Ghovaee asked for confirmation they had not adopted the Pinellas County Vulnerability Assessment. Director Rowan said they are still working on it. Commissioner Ghovaee said they have four feet of freeboard based on FEMA, but when it comes to vulnerability, would they have any freeboard above that? Director Rowan said it would be the four, but if the Board wanted to change it in the future, they could talk about it. Pinellas is currently in that process.

Vice Mayor Tagliarini motioned to approve Ordinance 2025-04, Planned Development, after 1st Reading and Public Hearing. Commissioner McGeehen seconded the motion.

ROLL CALL:

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

The motion carried 5-0.

B. Ordinance 2025-05, Temporary Shelters on Residential Property – 1st Reading and Public Hearing

City Attorney Tom Trask read Ordinance 2025-05 by title only:

ORDINANCE 2025-05

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING CHAPTER 94 FLOODPLAIN MANAGEMENT, DIVISION 10. FLOOD RESISTANT DEVELOPMENT, ARTICLE I. BUILDINGS AND STRUCTURES, SECTION 94-103. MANUFACTURED HOMES AND RECREATIONAL VEHICLES, OF THE CITY'S LAND DEVELOPMENT CODE PROVIDING FOR THE USE OF RECREATIONAL VEHICLES AS TEMPORARY SHELTERS ON RESIDENTIAL PROPERTIES FOLLOWING A NATURAL EMERGENCY; PROVIDING FOR CONFLICT, CODIFICATION AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Director Rowan explained that Florida Statute 166.0335 prohibits municipalities from prohibiting one temporary shelter on residential property after the Governor declares a state of emergency. The National Flood Insurance Program also has requirements in the floodplain for structures such as recreational vehicles. They must be fully licensed and ready for highway use. Both requirements are in the ordinance.

Mayor Brooks opened to public comment.

Shinah Cambell said she is a Public Policy and Administration Program student at St. Petersburg College. She spoke to Ms. Rowan and Mr. Morris in Community Development, and they did an excellent job explaining the Florida Statute and the National Flood Insurance Program requirements, which involve temporary shelters, and the Planning Commission's recommendation for a five-foot setback from the curb and process of registering an RV with the City of Madeira Beach. Their insight reinforced how well thought out the ordinance balances the need for temporary housing with safety and planning considerations. As a student, she studied how policies like that impacted communities. She believed the ordinance was a necessary step in helping residents recover after disasters. Natural emergencies like hurricanes could leave families without a safe place to live, and rebuilding takes time. Allowing people to stay on their property in a temporary shelter provides stability while they restore their homes. The policy also aligns with the

Florida Statute 166.0335, which ensures that the City follows the state guidelines while prioritizing the needs of residents. It establishes clearer requirements and sets a reasonable time limit of 36 months or until their home is rebuilt. It is a temporary solution rather than a long-term issue. As someone who wants to work in government, she could see how ordinances like that impact people's lives. Madeira Beach must remain proactive in supporting its residents during difficult times. She encourages the City to continue finding ways to make recovery more accessible and ensure that those affected by natural disasters have the necessary resources.

The City Attorney said he wanted to discuss the issue of what the Planning Commission recommended, which is different from what was recommended here. The speaker discussed it, and he wanted to make sure that everyone was clear on what they were doing and not doing in the ordinance before them.

Director Rowan said the Planning Commission discussed where the RVs would be placed on the properties. They discussed a five-foot setback from the curb's edge and RVs on a person's property. After speaking with Attorney Trask, he advised against going forward with a five-foot setback, making that more stringent than the Florida Statutes.

Attorney Trask explained that the Statute does not prohibit a recreational vehicle from being used as a temporary shelter if the three criteria are met. He was concerned when he heard that the Planning Commission wanted to add additional criteria requiring an RV to be at least five feet back from the property line. There may be situations where that will not work. If an additional restriction or condition is added that is not in the State Statute, it could be challenged. There are small lots in Madeira Beach. To add the additional restriction of five feet, they may be unable to use that for a recreational vehicle. Although the Planning Commission recommended it, his opinion as the City Attorney is not to include it because the Statute does not authorize it. The ordinance before the Commission does not include the five-foot setback requirement. That is also noted at the bottom of the memorandum.

The Board agreed with the Attorney and the ordinance.

Commissioner Ghovaee said some people may need to keep their housing situation. The City Attorney said they must have their building permit and meet all the other requirements. They must make a good faith effort to rebuild or renovate their structure, including but not limited to applying for a building permit, submitting a plan or design, and obtaining a construction on the very specifics. Once they get their building permit issued and start work, they have specific threshold inspections that must be done, and if an inspection is not done within 180 days, the building permit will be lost. More than likely, the structure will be completed within three years.

Commissioner McGeehen motioned to approve Ordinance 2025-05, Temporary Shelters on Residential Property minus the five-foot setback, after 1st Reading and Public Hearing. Commissioner Ghovaee seconded the motion.

ROLL CALL:

Commissioner McGeehen "YES"

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

The motion carried 5-0.

C. Ordinance 2025-06, Amendment to Capital Improvement Element of the Comprehensive Plan – 1st Reading and Public Hearing

City Attorney Tom Trask read Ordinance 2025-06 by title only:

ORDINANCE 2025-06

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING THE CAPITAL IMPROVEMENTS ELEMENT OF THE COMPREHENSIVE PLAN OF THE CITY OF MADEIRA BEACH TO UPDATE THE CAPITAL IMPROVEMENT PROGRAM (CIP) SCHEDULE OF CAPITAL IMPROVEMENTS FOR FISCAL YEARS 2025 THROUGH 2030; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Andrew Morris explained that the City is required by Florida Statutes and its comprehensive plan to amend its 5-year Capital Improvements Program and update the Capital Improvements Element of the Comprehensive Plan annually.

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

Commissioner Kerr said that just because it is approved in the budget does not mean it is approved. He is beginning to think that for every capital improvement and purchase part of that submission for approval, they should have some confirmation that a grant was at least applied for. It does not need to be received but should at least be applied for. It is not part of the vote, but he wanted to bring it up to improve the process.

Commissioner McGeehen agreed with Commissioner Kerr. If they can save money through grants, he is all for it.

Commissioner Ghovaee asked about the process for applying for a grant. Commissioner Kerr said it is for the department staff to figure out. Grants are applied for in different ways. In a recent workshop, it was pointed out that they have access to a grant writer. They have not heard back about it and want a follow-up to know if there will be a fee for the service. They recently approved the purchase of a mini excavator. He is not questioning the value but would like to know if Penny for Pinellas could help offset some of the costs and if any other grants could help. Everything they get in a grant is going to help the residents. That is what they are up against and what they are there for. He wanted the effort made.

Commissioner Ghovaee said they need to formulate a plan to get there. Commissioner Kerr said they could decide now if they had to, but if it is an annual fee, it would need to be brought to them. It would be something to discuss.

Vice Mayor Tagliarini motioned to approve Ordinance 2025-06, Amendment to Capital Improvement Element of the Comprehensive Plan, after 1st Reading and Public Hearing. Commissioner Ghovaee seconded the motion.

ROLL CALL:

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

The motion carried 5-0.

D. Ordinance 2025-07, Adult Use Restriction – 1st Reading and Public Hearing

City Attorney Tom Trask read Ordinance 2025-07 by title only:

ORDINANCE 2025-07

AN ORDINANCE OF THE CITY OF MADEIRA BEACH FLORIDA, CREATING SECTION 110-841 OF SUBDIVISION I (IN GENERAL) OF DIVISION 13 (ADULT ENTERTAINMENT USES) OF ARTICLE VI (SUPPLEMENTARY DISTRICT REGULATIONS) OF CHAPTER 110 (ZONING) OF THE CODE OF ORDINANCES TO PROHIBIT PERSONS UNDER THE AGE OF 18 YEARS TO ENTER, REMAIN IN OR PURCHASE GOODS OR SERVICES AT AN ADULT ENTERTAINMENT ESTABLISHMENT; TO PROHIBIT PERSONS UNDER THE OF 21 YEARS TO BE AN EMPLOYEE OF AN ADULT ENTERTAINMENT ESTABLISHMENT; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Director Rowan said the Florida Legislature recently created Florida Statute 787.30, which sets the minimum age for employment at adult use establishments at 21, effective January 1, 2025.

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

Commissioner Ghovaee motioned to approve Ordinance 2025-07, Adult Use Restriction, after 1st Reading and Public Hearing. Commissioner McGeehen seconded the motion.

ROLL CALL:

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

The motion carried 5-0.

E. Ordinance 2025-08, Amendment to Fees & Collections Manual – 1st Reading and Public Hearing

ORDINANCE 2025-08

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, ADOPTING A REVISED APPENDIX A. – FEES AND COLLECTION PROCEDURES MANUAL OF THE CODE OF ORDINANCES OF CITY OF MADEIRA BEACH, FLORIDA, TO ADD A DECLARED DISASTER SANITATION FEE; REPEALING ORDINANCE 2024-22; PROVIDING FOR CONFLICT, CODIFICATION AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Public Works Director Megan Wepfer said the item was discussed at the workshop. It is to help the residents who are displaced from their homes and not currently utilizing sanitation services. The ordinance decreases the sanitation fee from $38.74 a month to $10 a month.

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

Vice Mayor Tagliarini said he favored decreasing the fee and that his neighbors who currently cannot live in their homes would appreciate it.

Commissioner Kerr favored decreasing the fee to $10 and asked when the City would pick up the containers. Director Wepfer said that once their application is approved, they will mark them suspended in the new system and pick up both containers. There will be no service during the suspension time.

Commissioner McGeehen said he favored the fee decrease.

Commissioner Ghovaee said he favored the fee decrease and that it was thoughtful for the City to be hurting with its residents.

Mayor Brooks said she had spoken with several residents who did not favor reducing the fee. One of the questions was whether they could afford not to collect the $38.74 on 50% of the properties in Madeira Beach and still maintain the public works trash trucks. It is understood that people are displaced from their homes, but when buying their house in Madeira Beach, they know they must pay for the monthly trash service as long as their home is standing. The only way the trash service

could be discontinued would be to demolish the home. The budget is built upon $38.74 for every house in the City that was a house for this year. Currently, they have 75 properties that have complete demo permits. That is 75 properties in Madeira Beach that will no longer be paying the fee. Five of those 75 properties are commercial and pay more than the minimum $38.74 monthly. That revenue is completely lost. Their trash cans will be picked up when they vote to reduce it to $10. The City will not pick up a palm frond or any trash. They cannot put any trash out by that road and have it picked up. People will complain that the debris from the trees put by the road was not picked up. There would be challenges, complaints, and unhappy people. People will not fully understand it. She is concerned about the financial side of it because when eliminating that dollar amount from the budget, the trucks will still be on the road but will not stop at those houses. The new sanitation software they approved for Megan is fantastic because when the driver gets to that location and there is an issue, they can mark it, and Megan can see it from her desk. However, she is concerned about where they would be if their income dropped below what it costs for Megan to run that department and how they would pay for it. She wanted everyone to understand what they were voting for. The decrease means a lot to an individual who cannot live in their home but also to a property owner who owns multiple properties in the City or a duplex or triplex with two or three cans at one address. The decrease takes away from the budget, and Megan might return later, asking for more money to run her department and payroll. There will be challenges. If there are any issues with the community, they need to be very supportive of Megan and her staff.

Commissioner Ghovaee asked if a timeline could be established if the reduction is not permanent. Mayor Brooks said in the ordinance that to stop the trash service, they must have applied for a new building permit. They cannot just leave their house sitting there and stop the trash service. The trash will be stopped until they get their final permit.

Vice Mayor Tagliarini said the staff memo says there is no fiscal impact at this time and asked if there was a financial summary showing how much would be lost. The estimate for every 100 properties is that the loss and revenue will be approximately $30 per household, which would be $360 for every 12 months and $36,000 for every 100 properties. They have an idea that a few hundred would qualify, but going into the future, there would be no way to determine that.

Vice Mayor Tagliarini said with the number of specific requirements that must be in place before that could happen, it would not be the worst possible scenario. Some eligible people would ask for a reduction, but not everyone. Because of all the conditions, it should be something they do.

Commissioner Kerr asked how many substantial damage letters had gone out that would require rebuilding. The City Manager said they have issued 1,130 substantial damage letters. A large percentage need some repair. Commissioner Kerr asked how many homes over the 50% rule would be mandated to be rebuilt. They would have to find a place for the cans to prevent them from being stolen as they rebuild. With the reduction of $10, the loss would be $28.70 per household. The $10 would be to maintain and gas the trucks. He does not know how much of the $28.70 would include tipping fees. They would not have that anymore on that amount. If repairing the structure, he would imagine that most individuals would not want to discontinue the trash service. Most permits have been issued, so repairing them will only take about two or three months. They want to get back into their home if not already back in. If a person demoed their home, they would have no services to pay.

Commissioner Kerr reminded the Board that the sanitation line item ran into a deficit for years before the previous Commission raised the rates. The sanitation division would not just go away; the general fund would supplement it.

Mayor Brooks said people pay zero for a house that is completely demoed. The ordinance is being changed so that houses that are not completely demoed can have their services reduced to $10 a month.

Director Wepfer said the only way to stop the sanitation fees is to receive a completed demolition permit for the property. Commissioner Kerr thanked Director Wepfer for clarifying because he thought if someone were demoing their home, they would still have a maintenance fee.

Vice Mayor Tagliarini said although he is in favor of reducing the fee, he would like to see a cost evaluation before the second reading to see if they can take the hit. Director Wepfer said they requested information from Pinellas County but did not receive it in time. She will have that for the second reading.

Commissioner Ghovaee said it appeared to be a tough decision because they wanted to feel for the residents but also needed to worry about the budget. He asked if they could table the item to get more information. Commissioner Kerr said it was the first reading; they would have a second chance at the second reading.

Vice Mayor Tagliarini said he was in favor, but he might change his mind depending on the cost evaluation.

Commissioner McGeehen said they could consider increasing the $10 reduction if needed. That would still benefit the residents and bring money into the sanitation department. The City Attorney said they could do that at second reading. It would be noted and finalized as long as they do not increase it when they say they are decreasing it.

Mayor Brooks said there is no timeline and she would like to see one. They put a timeline on the recreational vehicles, so there should be a timeline so that the residents do not extend the permit. The City Manager said if the permit expires, they go back to billing them because it must be an active permit. If there is a request to extend the permit, they will address it with the property owner to see what they want to do. They will monitor and give the Board periodic updates on where they are and what has happened.

Vice Mayor Tagliarini motioned to approve Ordinance 2025-08, Amendment to Fees & Collections Manual, after 1st Reading and Public Hearing. Commissioner Kerr seconded the motion.

ROLL CALL:

Vice Mayor Tagliarini	"YES"
Commissioner Kerr	"YES"

Commissioner McGeehen "YES"
Commissioner Ghovaee "YES"
Mayor Brooks "YES"

The motion carried 5-0.

11. UNFINISHED BUSINESS

There was no unfinished business.

12. CONTRACTS/AGREEMENTS

A. Public Works/Satellite Building Department Design

Director Wepfer explained that they are bringing the cost to start the engineering service for the construction of the building to house the public works, satellite building, and fire department training facilities at the current public works yard located at 505 150th Avenue. The current idea is to have three bays for the fire trucks, the garbage trucks, and the mechanics so they do not have to continue the lease off the island.

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

Vice Mayor Tagliarini said it looked like a budget of $1.5 million, but the engineering services are offering to do it for $62,000. Director Wepfer said that the $62,000 was just for the design services. They have $500,000 in the building department and $1 million in the public works department budgeted for the design and construction of the new facility they hoped to start this fiscal year.

Commissioner Kerr said that in the earlier segment, they were talking about budgets, and they have a budget of $1 million this year and $1 million next year for a total of two million dollars for the public works building services facility. He supported public works and the fire department, but he also ran on making the marina, which is the entrance to the City, something more than an industrial location and look. They looked for property for the public works building but do not know if they hired a real estate agent for those months or years. The only time property became available was when he brought to the attention a couple of offsite properties, and they made a lot of inroads on one of them, but it was sold out from under them. So, he cannot support it being at the marina. If the other four on the Board wanted to vote for it, his only input would be to try positioning the building instead of in the middle of the public works area to be pushed to the seawall or something to maximize the marina area to what he envisions to be a location that guests and residents could appreciate and enjoy. He asked how much geoengineering they would need for a metal building. Director Wepfer said it would not be a concrete building. The boring samples are included in the engineering. It would be for the footprint of the building. The building would be in the middle, so there would be a drive-through base, storage, and other areas working in the yard. Many different things happen in the public works yard, so they must do what works with the best possibility they are. The area looks much larger, but it gets very tight for what they currently use it for. Their vehicles have been hit many times by boats coming in there.

Commissioner Kerr said he was against having boats in there. It should be an attraction and not just a storage yard. It is the first thing they see coming in over the bridge. The previous Boards have tried to hide it with solid fencing. To him, it looks like a salvage yard. Once it is there, it will be there forever, and he cannot support it. They should do due diligence and find a location not on the marina grounds. It is understood that the waiting is tiresome, but he does not know if they have taken action to try to find a more suitable property. Director Wepfer explained that someone bought it from under them whenever they thought they found property. They spend countless amounts of money on different appraisals to look at properties, but they all sell underneath them.

Commissioner Kerr said they need a process to prevent properties from being sold underneath them. The City needs to get at least a deposit or a letter of intent as it goes through the approval process. Director Wepfer said they need a property that will work for them, or it would be a waste of money. Commissioner Kerr asked if they ever hired a realtor to look for property. Director Wepfer said the realtor she contacted had a letter of intent for both properties, which were sold underneath them.

Commissioner Ghovaee asked if they seek competitive bids and get at least three bids for the project. Director Wepfer said they went out to bid for engineers of record in 2023. The proposal is from one of their engineers of record.

Commissioner Ghovaee said looking at the geotechnical report, it seems a bit high as far as the geotechnical. Other than that, he does not have a problem with it. He asked if it would be floodproof for FEMA. Director Wepfer said it would be dry floodproof. They met with Jenny, and it was confirmed that it would meet all the standards and codes.

Director Wepfer said there used to be a public works building on that property, but it was demolished in 2010 or 2011 because the City did not want to spend the money repairing the roof leak. There are already water and sewer lines and a fire hydrant on the property.

Commissioner McGeehen said they discussed doing many things at the marina and making it more accessible to the citizens or people who wanted to come to the City. With the amount of work that public works does, they need their own building. He asked if they needed the whole space, and Director Wepfer said they currently utilize it. To bring the mechanic there, they need a lot of space for him to work in.

Mayor Brooks said Director Wepfer would not be responsible for the marina yard. However, over the last several years, it has improved significantly, no longer looking like a hodgepodge mess with the amazing changes. You see the fish house coming over the bridge, and they have no control over how that place looks. It is full of derelict boats and fishing boats. People must be mindful that it is private property, not the City's. She is not against the fish house. It is the fishermen that make the City. There is also the pump station that people see, and the City has no control over how it looks or is maintained or whether it is an eyesore. The marina is kept nice, looks nice, and is maintained well. The fence looks good, which is necessary to protect the boats in the boat yard. She does not see them having a time where no fence exists. The gate closes at night and locks not only for the protection of the boats that are stored there but also for the protection of the people who live on their boats in the City’s marina legally. The building they currently have to work out

of is abysmal. It flooded during the hurricane. She could see a beautiful building there. Director Wepfer said they have paid rent off the island since about 2010 or 2011, and she has been looking for property for about four or five years.

Mayor Brooks said it was time for them to decide and move forward. There has been talk about putting a restaurant there, but there is a condition in the deed that they cannot do that. It would be good if they put out of their minds what they could or could not do there. There are a lot of things they can do for beautification. But that is not what they are voting on. They are voting on public works to have a proper building to work out of.

Commissioner Kerr said the property is broken into different sections, and none of those sections say they cannot have a restaurant. It says it has to be in the interest of the fishermen. It might be phrased a little differently. They had talked about petitioning the state to have a restaurant or another facility there for the interest of the fishermen.

Commissioner Kerr asked if they had applied for any grants to pay for engineering. Director Wepfer said they applied for state appropriation funding for building construction. They could look into applying for a grant to pay for the engineering. Commissioner Kerr said public works meets all the requirements, so there will be an ongoing theme about grants.

Vice Mayor Tagliarini motioned to approve the engineering proposal with Pennoni for the public works building for $62,050.00. Commissioner Ghovaee seconded the motion.

ROLL CALL:

Vice Mayor Tagliarini	“YES”
Commissioner Ghovaee	"YES"
Commissioner McGeehen	"YES"
Commissioner Kerr	"NO"
Mayor Brooks	"YES"

The motion carried 4-1.

B. AAA Florida Traffic Safety Grant

Fire Chief Belk said they were fortunate to receive the AAA Florida Traffic Safety Grant for the hydro painting machine used by parking and public works. They received the grant again this year that will increase road safety for the firefighters while on an accident or an emergency scene. It includes:

- Five portable reflective speed bumps
- Five additional reflective collapsable cones
- One 3-foot diamond-shaped road sign with a 4-foot stand that reads," EMERGENCY AHEAD"
- Two electric vehicle plug-ins to shut down the battery current throughout the vehicle while attempting to extricate and/or remove patients from the car.

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

Commissioner Kerr motioned to approve the AAA Florida Traffic Safety Grant. Vice Mayor Tagliarini seconded the motion.

ROLL CALL:

Commissioner Kerr	"YES"
Vice Mayor Tagliarini	“YES”
Commissioner McGeehen	"YES"
Commissioner Ghovaee	"YES"
Mayor Brooks	"YES"

The motion carried 5-0.

C. Approve Saltwater Destination Agreement – 2nd Amendment

The City Manager said the agreement is for the beach equipment concessionaire. They provide chairs and umbrellas on the sand in front of Archibald Park. It is their second amendment for a five-year extension from October 22, 2024 through October 21, 2029. There are no other changes. The agreement remains the same. The National Park Service had no issue continuing the five-year agreement. The intent is that at the conclusion, they will issue a request for proposals.

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

Commissioner Kerr motioned to approve the second amendment to the Saltwater Destination Beach Concessions Agreement. Commissioner McGeehen seconded the motion.

ROLL CALL:

Commissioner Kerr	"YES"
Commissioner McGeehen	"YES"
Commissioner Ghovaee	"YES"
Vice Mayor Tagliarini	“YES”
Mayor Brooks	"YES"

The motion carried 5-0.

D. Approve Tampa Bay Psychology Services LLC Agreement for Psychological Evaluation and Counseling Services for Fire Personnel

This item was discussed and approved earlier in the meeting.

E. Rebuilding Madeira Beach, Advanced Engineering

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The City Manager said Advanced Engineering is performing Madeira Beach's Watershed Management Plan. They pointed out it would be a good time after the two storms to begin addressing the future of the possibilities, the tools, and the strategies they may use to alleviate future flooding in the City. Due to rising sea levels and other components, they will see more tidal king tide or high tide flooding, which has continued to increase over the last 20-plus years and is forecasted to continue through at least 2050. This item is to contract with an engineer of record, Advanced Engineering Design, to do the study that will let them know what is needed to prevent future flooding. The funding for the study will be from the City's Stormwater Fund and not the General Fund. It is a four or five-month project.

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

Commissioner Kerr said he was happy to see it come before the Board. You must have a plan to prevent that opportunity. Now that so many homes will be rebuilt or elevated, there is no time like the present to implement it.

Commissioner McGheehen said he was in support and looked forward to it.

Commissioner Ghovaee said Justin did a great job the last time presenting. The design will be challenging, and they will do a good job for the City. They need to keep the garage floors as high as possible, which has to be in relation to the roads and slopes, etc., so it will be challenging. He is competent, Justin and his team can handle it.

Mayor Brooks said she had a conversation with Jenny that week. She had many questions, many of which had come from conversations with residents about the process. They have to start somewhere. It would have been wonderful to have done it a year or two years ago, but what she did get out of the conversation that she thought was very encouraging was that, given their timeline and where they are today, the City's ordinances allow fill. The way it is worded is vague. Once the study is complete and it all comes back, they must do ordinances to implement it. But Jenny and her team will understand what type of fill to go with. Seventy homes are currently slated to be demolished and rebuilt. It is more likely they will capture the majority of those homes in their study and be able to have them as part of the buildup. That was a good takeaway from their meeting, so she supported it.

Commissioner Ghovaee motioned to approve Rebuilding Madeira Beach with Advanced Engineering. Vice Mayor Tagliarini seconded the motion.

ROLL CALL:

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

The motion carried 5-0.

F. Emergency Bridge Loan Program – Request for Application

Financial Consultant Andrew Laflin said the interest-free loan would cover their operating shortfalls due to hurricane damage. He would need authorization to proceed with the application process. They will not commence any debt obligations. After they go through the application process, he will come back for another approval based on more specifics in terms of potential amount and terms of repayment, etc. It is a two-step process that would require borrowing from the State through the Emergency Bridge Loan Program.

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

Commissioner McGeehen motioned to approve the request for the Emergency Bridge Loan Program Application. Vice Mayor Tagliarini seconded the motion.

ROLL CALL:

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

The motion carried 5-0.

13. NEW BUSINESS

A. Resolution 2025-01, Public Records Exemption for Municipal Clerks and Employees who Perform Municipal Elections Work or have any part in Code Enforcement Functions of a City

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

RESOLUTION 2025-01

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, URGING THE FLORIDA STATE LEGISLATURE TO ENACT LEGISLATION TO PROVIDE A PUBLIC RECORDS EXEMPTION FOR MUNICIPAL CLERKS AND EMPLOYEES WHO PERFORM MUNICIPAL ELECTIONS WORK OR HAVE ANY PART IN CODE ENFORCEMENT FUNCTIONS OF A CITY; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF.

Attorney Trask said it has been circulating in the cities here and statewide. The basic idea is to give the City Clerk the same exemption as code enforcement officers, human resources, city managers, and a lot of others who have protection. The City Clerk does not have that protection. They have seen federally how election workers have been challenged and threatened. This is one

way of protecting our City Clerk and her staff. If they can get the exemption passed, the City Clerk and her staff will be protected. As a reminder, when you look at the public record statute, it is about a page or two long, and there are about 20 pages of exemptions that apply when they have a public records request, so there are significant amounts of exemptions. He does not know why the City Clerk is not included. His recommendation would be approval of the resolution to protect Clara and her staff. It would be to protect, for example, depending on how the language is worded, her home address, telephone number, name, and other information allowing individuals to find their City Clerk or her Deputy Clerk at home, which they do not want. The resolution has been adopted recently in one of the other cities he represents. He is looking forward to it being adopted here too.

The City Clerk said she had been threatened in the past. Because of what happened, she did not feel a city clerk should live in the same City where they do their elections. The exemption would help a lot.

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

Vice Mayor Tagliarini said it seemed to be a good idea to him.

Commissioner Kerr said it made great sense. Commissioner McGeehen agreed.

Commissioner Ghovaee said it was pretty straightforward.

Vice Mayor Tagliarini motioned to adopt Resolution 2025-01, Public Records Exemption for Municipal Clerks and Employees who Perform Municipal Elections Work. Commissioner Ghovaee seconded the motion.

ROLL CALL:

Vice Mayor Tagliarini	“YES”
Commissioner Ghovaee	"YES"
Commissioner Kerr	"YES"
Commissioner McGeehen	"YES"
Mayor Brooks	"YES"

The motion carried 5-0.

B. City Manager – Post Storm Work

Mayor Brooks said she asked Robin for this because they all received his email of the dates that he and his family stayed at City Hall after Hurricane Helene. She wanted to discuss it in the open, in the Sunshine, for the public to know because they all knew that after Helene hit, their City Manager had lost his home. He had stayed at City Hall for a number of weeks. He is not living in City Hall as portrayed on social media, and she did not consider that he had ever lived there. She was there every day with him and witnessed what he did, and she would like the public to know what he was doing on those days that he was staying at City Hall, sleeping on a blow-up mattress

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on the floor in his office. His wife and daughter stayed a few nights here and there with him. He was there working until late hours at night. He was opening the comfort center in the mornings so the residents would have a place to get cold drinks and ice and charge their phones. He was virtually working 24 hours a day, 7 days a week. It appalls her that anyone would want to tarnish him and say things that are not true when serving the community day in and day out, seven days a week. He is not perfect, she is not perfect, but he was there and dedicated himself to the community. He offered to let people stay at City Hall if they did not have a place. He offered people a haven. They should be commending him and not tearing him down for it. She felt it was important to say that because social media is a terrible place, people go and fester things that are not true. When things like that happen, she wants to bring it out publicly to try to stop it. They cannot control all the social media and negativity in their community, but they should stand up for their city manager because he stands beside them all. She appreciated him and wanted to say it publicly.

Vice Mayor Tagliarini said he could take that further and say that he (the city manager) worked seven days a week for many weeks and did not charge them overtime. He found what he read on social media appalling. He does not subscribe to them, but people send them to him. They have no information on what happened. He thanked the City Manager for all that hard work.

The City Manager thanked the Commission for their continued support. It was a tough situation, but they are moving through it. Staff have been helping out quite a bit, and he appreciates them and their support.

The City Clerk said that she worked on the Laserfiche project when the City Manager was staying there. It had just been built, and she stayed late getting any kinks straightened out because it was new. She worked very late, and Robin was still working. He was on the phone with people and working on the computer. She did not see him lying on a mattress, but she saw him sometimes at 1:00 a.m. still working. The City Manager works tirelessly to help people. She would tell him to go rest, but he did not. He puts the City first, which she thought was wonderful.

Commissioner Kerr said the City was blessed to have Robin.

14. AGENDA SETTING – FEBRUARY 26, 2025 BOC JOINT WORKSHOP WITH CIVIL SERVICE COMMISSION; 4:00 PM

- **A.** Ordinance 2025-01, Employee Personnel Policy
- **B.** Ordinance 2025-02, Civil Service Commission Duties
- **C.** Ordinance 2025-03, Post Termination Hearings; Hearing Officers

The City Manager explained the purpose of the joint workshop.

15. AGENDA SETTING – FEBRUARY 26, 2025 BOC WORKSHOP

- **A.** Post-Hurricane Update
- **B.** Information Officer
- **C.** Task Force Committee

D. Key to the City Discussion
E. Post-Hurricane Update – Recovery, Rebuild, Permitting, FEMA, FDEM
F. FY 25 Financial Update & Storms Damage Assessment
G. City Street Ends Project Update
H. ITB 20-02 Purchase Rear-Load Replacement Dumpsters Contract Approval
I. Dumpster Purchase Approval

The City Manager explained the items listed for the workshop meeting.

Added Items

Mayor Brooks added an update on the jetty, the dredging, and the military court of honor.

16. REPORTS/CORRESPONDENCE

A. Board of Commissioners – 2025 BOC Meeting Schedule

Vice Mayor Tagliarini said he encountered an unexpected conflict with the April meetings and asked that they be rescheduled.

The Board rescheduled the BOC Regular Meeting from Wednesday, April 9th, to Wednesday, April 2nd, and the two BOC Workshop Meetings (Budget Workshop and Regular Workshop) from Wednesday, April 23rd, to Wednesday, April 16th. The times of the meetings did not change. The City Attorney said he would have someone to cover for him at the April 16th meetings.

Commissioner Ghovaee wished Commissioner Kerr a happy birthday and wished everyone a Happy Valentine's Day.

Commissioner Ghovaee said thre was a Tampa Bay Regional Planning Council member and wanted to know if anyone was serving on it. He served on that Board for six years; it is a wonderful board, and he enjoyed serving. Mayor Brooks said she serves on the Board.

Commissioner Ghovaee said that in talking with citizens, he wanted to know the limitation of the City Manager's spending and perhaps put it on the schedule to discuss at some point. Vice Mayor Tagliarini asked if they wanted to raise or lower it because they had talked about it not long ago.

The City Manager said the procurement ordinance was changed. They removed the professional services exemption from their ordinance, but there were no changes to the spending levels. Anything under $5,000 could be purchased using the City's purchasing cards. Anything over $5,000 to $30,000 requires three quotes. He can only approve purchases of up to $29,999 based on the department having obtained three quotes for purchases exceeding $5,000. Anything over $30,000 requires it to be bid out. There are exceptions, such as a sole source, emergency purchase, or utilizing an existing bid. He is fine discussing it at a future workshop.

Vice Mayor Tagliarini said he was familiar with the discussion because it was discussed with the last Board. He thinks continuing discussions with the residents is the thing to do. It is not an old ruling; they have discussed it in the last couple of years.

Mayor Brooks asked Commissioner Ghovaee if he wanted to discuss it. Commissioner Ghovaee said he wanted to give the residents a certain comfort level to help them understand the process. The City Manager added it to the next workshop meeting.

Commissioner McGeehen said it was important to address mosquito control in the near future. There are abandoned houses with full pools. The pools are black and have barnacles. They make a perfect place for mosquitoes to breed and could affect the Madeira Beach citizens and their children and pets. The sooner, the better for a discussion.

The City Manager explained that code enforcement was active in that and will continue. They went out last weekend to identify docks and seawalls, and he thought they had identified a couple of pools.

B. City Attorney

The City Attorney said the City had filed a lawsuit against Wannemacher Jensen Architects, Inc. and Hennessy Construction Services Corporation for issues occurring at the fire station and at the recreation center. So far, they have had three mediations, and their last one was fairly successful. He would like to bring a settlement proposal to the Board to settle the litigation. He asked for a shade meeting to discuss those settlement negotiations on February 26th at 3:00 p.m. If scheduled correctly, they would have the shade meeting from 3:00 p.m. to 4:00 p.m., from 4:00 p.m. to 6:00 p.m., the joint workshop meeting with the Civil Service Commission, and then at 6:00 p.m., the regular workshop meeting. He does not expect the shade meeting to take more than an hour. The people present will be the Commission, the City Manager, himself, and one of the attorneys from Carlton Fields representing the City in the litigation. He will bring them up to speed in the litigation and hopefully get some direction from the Board. If successful in getting that direction, they will bring it back to the Board for settlement approval at the March 12th Commission meeting.

Vice Mayor Tagliarini said he would not be there that day on February 26th until just in time for the 4:00 p.m. budget workshop meeting. He asked if everybody was required to be there and if it was possible to have a one-on-one meeting. The City Attorney said everybody was not required to be there, but must have at least three Commission members there. If not able to make it, he could meet with Vice Mayor Tagliarini any time before or after the shade meeting.

The City Attorney asked the City Clerk to send the notice out, and they will be prepared for the meeting.

C. City Clerk's Report – February 2025

The City Clerk said she prepared an annual meeting report for the Board of Commissioners that she hoped they had an opportunity to review. She could modify it as the Board would like. She

also added the Ordinance Index and the Resolution Index, which are helpful tools to refer to. She wanted to do that each year for the Board of Commissioners and keep it going at each meeting.

Vice Mayor Tagliarini and Commissioner Kerr said the report was really good. Everything was in one place. The City Clerk said she grouped items, such as contracts and agreements, ordinances, and resolutions. She followed the minutes to capture items that were added to a meeting and approved. Before the workshop discussion items, she listed the workshop agenda-setting items from each meeting so they would have a list to refer to and know when and what items were discussed or not discussed and what they would like to discuss again. She maintains a meeting index that dates back and is kept current. It will be added to Laserfiche.

The City Manager said the City Clerk briefly mentioned the Laserfiche project, which is near completion. There will be a considerable number of documents, information, and history. Clara and her staff have done a great job compiling and adding documents. Laserfiche is now live. The City Clerk said they will continue adding documents every day. She is working on gathering the history of the Snack Shack at Archibald because people frequently ask about it. She is gathering information that took place after 2007. Lara is gathering information that took place before 2007. They will put together information about that to share and put it in Laserfiche. Laserfiche will be kept current. Items will be added as they are approved. She said the good thing about it is that if they ever got a new website, they would not have to worry about pulling everything off the old one and putting it on the new one. The documents will be in Laserfiche. The new providers connect all the City's software to the website.

D. City Manager

The City Manager thanked the Board for its continued support and staff for continuing to address hurricane recovery. It is their priority to continue getting people back into their homes. He reported the following:

- As a reminder, he encouraged people to please lock their vehicle doors and lock their homes when not there. If firearms are kept in the vehicle, please lock them and the vehicle. There have been some burglaries, and various weapons have been stolen from unlocked vehicles in a few parts of the City.
- At the March workshop, he will have Captain Melvin Jackson, who took over for Mike Leiner, who retired, to introduce himself and talk about some of the staffing. Nothing much has changed.
- They are starting the budget season, and by April, they will know the effects of the property tax refunds from the property tax appraiser and the tax collector. As they progress through the spring and summer, they will have their tax roll for next year. There will likely be some impact, but they will deal with it as it approaches. Thanks to Andrew, they will have an interest-free loan, which will be something to look forward to.
- That morning, the county reported to him that the Elevate Florida website was now open and had begun accepting applications. In the first two business days, over 12,500 applications were submitted. Elevate Florida assists folks to either elevate their homes, tear down and build a new one, or potentially sell the property. They will have more information at the workshop.

Commissioner McGeehen wished Commissioner Kerr a happy birthday and for being a proud grandpa again. He thanked the young lady who attended the meeting, who is studying public policy at St. Petersburg College. She did a great job. It took a lot of strength and courage to come to the Board. He thanked her for the compliments. It was very impressive.

17. ADJOURNMENT

Mayor Brooks adjourned the meeting at 8:19 p.m.

_____
Anne-Marie Brooks, Mayor

ATTEST:

_____
Clara VanBlargan, MMC, MSM, City Clerk

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MINUTES

BOARD OF COMMISSIONERS
SPECIAL MEETING
FEBRUARY 26, 2025
3:00 P.M.

The City of Madeira Beach Board of Commissioners held a special meeting at 3:00 p.m. on February 26, 2025, in the Patricia Shontz Commission Chambers at City Hall, located at 300 Municipal Drive, Madeira Beach, Florida.

MEMBERS PRESENT: Anne-Marie Brooks, Mayor
Ray Kerr, Commissioner District 2
Housh Ghovaee, Commissioner District 4

MEMBERS ABSENT: David Tagliarini, Vice Mayor/Commissioner District 1
Eddie McGeehen, Commissioner District 3

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

1. CALL TO ORDER

Mayor Brooks called the meeting to order at 3:00 p.m.

2. ROLL CALL

City Clerk Clara VanBlargan called the roll. Vice Mayor Tagliarini and Commissioner McGeehen were absent.

3. PUBLIC COMMENT

There were no public comments.

4. AGENDA ITEM TOPICS

Mayor Brooks announced:

A. Upon adjournment of this open meeting, the Board of Commissioners shall commence an out of the sunshine meeting on the case of City of Madeira Beach v. Wannemacher Jensen Architects, Inc. and Hennessy Construction Corp., Case No.: 23-007114-CI, Circuit Court of the Sixth Judicial Circuit in and for Pinellas County, Florida.

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B. It is estimated that the meeting will take approximately one (1) hour, and

The names of the persons attending the session will be:

- Mayor Anne-Marie Brooks
- Commissioner Ray Kerr
- Vice Mayor/Commissioner David Tagliarini
- Commissioner Eddie McGeehen
- Commissioners Housh Ghovaee
- City Manager Robin Gomez
- Attorney Brett Henson
- Attorney Thomas J. Trask

C. Recess Meeting to Hold Out of Sunshine Meeting

Mayor Brooks recessed the meeting at 3:05 p.m. to hold the out of the sunshine meeting.

D. Return to Public, Re-open Meeting to Public and Announce that the Out of Sunshine Meeting has been Terminated

Mayor Brooks reconvened the special meeting at 4:01 p.m. and announced that the out of sunshine meeting had been terminated.

5. ADJOURNMENT

Mayor Brooks adjourned the meeting at 4:01 p.m.

_____
Anne-Marie Brooks, Mayor

ATTEST:

_____
Clara VanBlargan, MMC, MSM, City Clerk

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MINUTES

BOARD OF COMMISSIONERS JOINT WORKSHOP
WITH CIVIL SERVICE COMMISSION
FEBRUARY 26, 2025
4:00 P.M.

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

BOC MEMBERS PRESENT:
Anne-Marie Brooks, Mayor
Ray Kerr, Commissioner District 2
Housh Ghovaee, Commissioner District 4

MEMBERS ABSENT: Vice Mayor Tagliarini; Commissioner McGeehen

CIVIL SERVICE COMMISSION MEMBERS PRESENT
Jerry Cantrell, Chair
Judithanne McLauchlan, Commissioner
James, Paul, Commissioner
Paul Tilka, Commissioner

MEMBERS ABSENT: None (one member vacancy)

CITY STAFF PRESENT:
Robin Gomez, City Manager
Megan Powers, Assistant to the City Manager
Clara VanBlargan, City Clerk/Ex-Officio Secretary to Civil Service Commission
Andrew Laflin, Finance Director/City Treasurer
Thomas Trask, City Attorney
Robert Eschenfelder, Civil Service Commission Attorney

1. CALL TO ORDER

Mayor Brooks called the meeting to order at 4:10 p.m.

2. ROLL CALL

The City Attorney called the Roll.

- BOC Members Absent: Vice Mayor Tagliarini and Commissioner McGeehen
- Civil Service Commission Members: All present.

3. PUBLIC COMMENT

There were no public comments.

4. DISCUSSION ITEMS

A. Ordinance 2025-01, New Employee Personnel Policy
B. Ordinance 2025-02, Amendment to Civil Service Commission Duties
C. Ordinance 2025-03, Post-Termination Hearing; Hearing Officers

City Manager Robin Gomez and Civil Service Commission Chair Jerry Cantrell explained the progress made on the new personnel policy, which was now for the Board of Commissioners' review.

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

Commissioner Kerr said he had watched some of the Civil Service Commission meetings. He applauded the efforts and voluntary time put into amending the personnel policy. He asked about some of its most significant changes.

Attorney Eschenfelder gave the history of working through the personnel policy. He said the Civil Service Commission sits as an advisory body only. The process put into place with a combination of the ordinances certainly affords an employee a much fairer opportunity if they feel they have been terminated unjustly. He explained the major changes made.

- One of the subcategories of employment is the at-will director type of employee. They have a working relationship with the manager. If it does not work out, the City Manager must be able to make the changes with his department directors without going through a due process hearing or having an opportunity to make a civil service appeal. If a new city manager comes on board, they want that person to work with the department heads and build a relationship with them to see their qualities before letting them go. In Ordinance 2025-02, a new city manager cannot terminate a department head within six months of taking over unless the city manager finds in writing that they have committed a serious offense and then lets the Board of Commissioners know the offense.

- Another major change is the new personnel policy. Many things not addressed in the current policy are addressed in the new policy. It provides the framework for the City Manager to manage his employees and affords them greater clarity of their roles and responsibilities.

    - Drug testing is overbroad in the current policy, and that has been defined.
    - Clarified the process of FMLA.
    - Put in an alternative employment program for an employee who should become disabled. They will try to find another position within the City based on the new physical limitations.

Chair Cantrell said another major change in the new policy is that in the past, employees could accumulate an unlimited amount of sick time, and once a year, they could cash in some of the hours. They felt that was not necessary. If they are sick, they need to use sick time. They also added maternity leave to the new policy based on the years in the system; they could hold up to twice the amount of sick time hours allowed in one year. A sick time bank is also offered. Employees will no longer be paid out sick time when they leave the City.

Commissioner Kerr asked if there was a maximum number of sick leave hours employees could carry over from year to year. The City Manager said they have caps on vacation or annual leave but not on sick leave hours. In the previous process, upon separation, the City paid 25% of the accumulated sick leave. By July 1, existing employees would have a final opportunity to cash out some of their sick leave. Numerous employees would like that reinserted. Cities do it in various ways. In the new policy, no one will be paid out sick leave upon separation from the City except that they can be paid out some sick leave time if they retire. Some cities have it at 50% and some at 100%. The purpose of capping accruals is that cities do not have large payouts.

Commissioner Kerr asked why they had to be defined separately. If you have a certain number of sick days and they are not sick, it should go into the PTO bank. They are only allowed to carry over "X" hours each year, which means they must take a vacation, but it reduces the liability. They do not want to penalize employees for being well.

Attorney Eschenfelder said they must consider the purpose of sick and vacation leave. They want the employees to take vacation time to relax, refresh themselves, and have a work-life balance. They want employees to take their sick leave and not come to work sick. Employees game the system by trying to accumulate hours and be paid out to build up a retirement fund with it. If everybody expects a payout, they will not use the leave for its purpose. If they get a serious illness that requires them to be out for a certain period, sick time will be available to them, and they will not lose their pay. They can also dip into their vacation time to be paid during that time. A sick leave bank policy is built in so fellow employees can donate to it. The City Manager will monitor the changes and could look at them in a year and a half for possible changes if they are not working.

Commissioner Kerr said he liked the idea of the sick pool and accumulated sick leave. They never know what life will throw at them. He asked where they were with the policy.

The City Manager showed the policy on the screen. He said there would no longer be a payout upon separation. They may request a one-time payout of 25% of their sick leave by July 1, 2025, or may donate that amount to the sick leave bank by that date.

Commissioner Ghovaee asked what prompted the board to make changes to the current policy. The current policy was not made available to them for comparison. He asked how the new policy would compare with other local cities.

Attorney Eschenfelder said the current policy is on the City's website. It is not as detailed as the new one, but compared to his other municipal clients, it is closer to the new model. He works with them to get it updated.

Commissioner Ghovaee appreciated the work done by the Civil Service Commission and said the employees are the backbone of the City, and they need to be there for the employees and to support them. He would be in favor of whatever makes it better for employees.

Mayor Brooks said she watched a lot of the meetings and thanked the Civil Service Commission for its work. The new policy does not speak to health insurance benefits to employees. She wants a stipend for employees who do not take advantage of the City's health insurance because they have military, Medicare, or spouse health insurance. That would be a topic for another meeting to discuss. Attorney Eschenfelder explained that a separate resolution could do it. Mayor Brooks said she felt very strongly about doing it. The City pays about $16,000 a year for an employee's health benefit, and the employee does not need to take it; the City saves about $16,000 a year per employee not taking the health insurance. The employee does not get a benefit. She would not know what the benefit would be. It could be on a HAS card or a monthly stipend. It should be a percentage of whatever they pay for health insurance. The employee would have to prove they are insured in some other manner. She would like it to be in the employee handbook because it is harder to change it in the employee handbook than in a resolution. By resolution, they risk stripping that benefit away by a new Board of Commission. Providing employee benefits is important because it makes Madeira Beach the place someone would want to work for and stay. It is not just about the hourly wage but the culture and the benefits. In the aftermath of the hurricanes, she spoke to many other cities that have lost some employees. Sometimes, they lose employees because a city down the street offers them $2.00 more an hour. She wants Madeira Beach to have a culture that is so much better than that.

Attorney Eschenfelder said his concern would be adding an extra barrier of difficulty to the policy instead of doing it by resolution or ordinance. He just would not put it in the manual. It could be set up in a separate ordinance addressing the stipend situation. When the Board gets ready to do it, he will draft the ordinance.

Mayor Brooks asked if the City offered long-term or short-term disability insurance. The City Manager said the City provided short-term disability insurance to the employees at no charge to the employees. Mayor Brooks said many employees use their sick time for short-term disability. She asked how many sick days an employee would end up with per year and asked if it should be called a personal day instead of a sick day. People might be more inclined to use a personal day instead of a sick day. Attorney Eschenfelder said it was addressed in the new policy, which is personnel medical employment leave, which allows them to use it and be paid for it. Mayor Brooks said personal days would be better than sick days. People would use their days instead of holding on to them.

Mayor Brooks asked what employees got upon separation from the City. The City Manager said upon separation, the employee currently gets paid the balance of their annual vacation leave at 100% and 25% of their sick leave balance, which could be unlimited. Going forward, they would no longer pay out sick leave at separation. Chair Cantrell said they wanted it to be understood that employees were fairly compensated for something that was already occurring. They wanted to change it so it can be used more effectively and accurately, and also for the employees who have been there to capture what they thought they would get. It would not be fair to them to take it away.

Commissioner Kerr asked if everyone has the short-term disability and how long it would take to kick in if an employee needed it. The City Manager said they must comply with the Family Medical Leave Act. Commissioner Kerr said he wants everyone to be taken care of and does not want to duplicate. Attorney Eschenfelder said it was not a matter of duplication. With short-term and long-term disability, they are required to exhaust other resources first. They would draw down the City sick leave until they have none left and then look to short-term disability.

Mayor Brooks said she did not clearly understand it when she read it. The employees' suggestions were confusing because there was no indication of where they would go in the handbook or if they were accepted. The current process is that employees accumulate one day of sick leave per month and can accumulate unlimited sick leave. Upon leaving employment, they would get paid out 25%. The proposal is to give them nothing. She asked if those requesting to keep the 25% payout wanted it at retirement or termination or if they left to go elsewhere. The City Manager said it would be upon separation. Mayor Brooks said someone should not get an award if they are fired for non-conformance. There must be stipulations on who and how they would qualify for the payout. Across the board, it does not make sense. The City Manager said it is an existing benefit that has been around for a long time.

The City Manager said another is the educational benefit to employees seeking an associate's, bachelor's, or master's degree. Currently, the manual allows for 80% tuition reimbursement of the costs. This week, the decision was to either increase that to 100% or remain at the 80% tuition reimbursement and provide some stipend for the cost of books and materials. Commissioner Kerr said they would need a minimum time requirement to stay with the City.

Mayor Brooks said it states education and not continuing education. If she had no college when starting employment with the City, she would be starting her education by getting an associate's degree and not continuing her education because she had no associate's degree. The City Manager said they are paying for an associate's degree now. Mayor Brooks asked that whatever education they get, they stipulate that it must relate to the City. Attorney Eschenfelder said it states in the new policy that it must be professional development. Reimbursement shall be limited to courses required for an overall academic program degree related to the employee's City position. It excludes explicitly remedial courses and doctoral dissertation credits.

Mayor Brooks said the employees had no investment if the City paid 100%. They have to pass. Attorney Eschenfelder said it must be a Grade "C" or better.

Commissioner Ghovaee asked if the classes would be taken during business hours or in the evenings. Attorney Eschenfelder said it would be on their time, not City time. Commissioner Ghovaee said schools usually take their fees in the beginning. Who would pay, the employee or the City? Attorney Eschenfelder said it was a reimbursement program. The employee pays first and then requests reimbursement.

Attorney Eschenfelder said the maternity benefit was new, and it was another 'leave' bank.

The City Manager said there are two new vacation days: Presidents' Day in February and Juneteenth Day on June 19.

The City Manager said the first reading will be at the March 12th BOC Regular Meeting and the second in April.

The City Manager thanked everyone involved in the process for their work.

5. ADJOURNMENT

Mayor Brooks adjourned the meeting at 5:12 p.m.

ATTEST: _____ Anne-Marie Brooks, Mayor

_____
Clara VanBlargan, MMC, MSM, City Clerk

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MINUTES

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

The City of Madeira Beach Board of Commissioners held a regular workshop meeting at 6:00 p.m. on February 26, 2025 in the Patricia Shontz Commission Chambers at City Hall, located at 300 Municipal Drive, Madeira Beach, Florida.

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

MEMBERS ABSENT: None

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

2. ROLL CALL

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

3. PUBLIC COMMENT

There were no public comments.

4. BOARD OF COMMISSIONERS

A. Flood Awareness Week Proclamation

Mayor Brooks read a proclamation proclaiming March 3 – 9, 2025, as "Flood Awareness Week" in the City of Madeira Beach.

B. Key to the City

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Commissioner Ghovaee said he would like the Commission to present Senator Nick DiCeglie and State Representative Linda Chaney with a Key to the City for a job well done. It would also give some recognition in Tallahassee that the City of Madeira Beach presented them with a Key to the City.

The Board decided to discuss criteria and a procedure at the March 26, 2025, BOC Regular Workshop Meeting to be fair moving forward. They asked for a list of who received a Key to the City in the past and the reason for it and provide that to them. The City Clerk said she would be happy to do that and send it to the City Manager to send it to them.

C. Task Force Committee

Commissioner Ghovaee said he thought a task force committee would be a good way to keep citizens informed and get their input and ideas. The committee could come up with a good path for them to know how to address some of the concerns that citizens may have. When citizens expressed their concerns to him, he encouraged them to come to the meetings and express their concerns during public comment. A task force committee would get out there and let the citizens know how hard the City is trying. They would be better informed. Commissioner Ghovaee volunteered to help with the committee.

The City Manager said the task force's purpose would need to be specific. The Board thought Town Hall meetings with a specific topic were a better way to get community input.

D. Information Officer

The City Manager said the discussion was to consider creating an information officer position or consolidating some areas. They do not budget for a specific information officer. The departments maintain their information on the City's webpage. He had asked that they update their information and remove what is outdated. The city uses various methods to disseminate substantial information. They are not looking to change the website, only the design and feel.

Chuck Dillion, a resident, suggested that a public information officer could send out a summary of the minutes after the meetings, as David had done in the past. It would be informative. They would be responsible for gathering information to express something specifically. Commissioner Kerr said former Commissioner Dave Hutson used to send out minutes summaries.

Mayor Brooks said the purpose of an information officer is to deliver information. They had one in the past, and it would be nice to have one now. They are a large enough city, and information matters.

Vice Mayor Tagliarini suggested partnering with one of the other cities that might have a public information officer. It might not be a full-time job, but it could be for two or three barrier islands. A disadvantage could be overlapping information, but it would be very specific. He would not want to put that work on staff. They all have plenty to do. That person should work closely with the City Manager and the City Clerk. They should explore the idea of sharing it with another barrier island.

Mayor Brooks said the City of Treasure Island has an information officer, and they could probably partner. The Redington's are small, so there is probably an opportunity there. The City Manager said they provide fire and rescue to the Redington's, so there is an opportunity for that.

Commissioner Kerr suggested that the City Clerk send the meeting minutes out through Constant Contact and perhaps email them to let them know the minutes are coming so they expect them. The City Clerk said she was happy to do that. She posts a draft copy within a couple of days after the meeting in the City's meeting center and replaces them with the approved ones.

Commissioner McGeehen said partnering with another community on the barrier islands would be a great idea. Anything to alleviate the false information out there would help the community.

Commissioner Ghovaee suggested text messaging, which is the best form of information. Mayor Brooks said it would be like Pinellas County. People can sign up for text messaging. The City Manager said the existing contract might allow them to do that. They will review it. It would be easy for people to sign up. Getting everyone on board to send the information could be challenging.

The City Manager said they encouraged people to sign up for the emailed information through Constant Contact on the City's website. Director Hatch uses it the most for City events and project updates. Recreation Director Jay Hatch said they have a list of about 6,200 email addresses to which they send information, which is growing.

Mayor Brooks asked the City Manager to bring an update on the texting to the next meeting. They have talked about it a few times, and she would like to know the costs and how they would implement it.

5. CITY MANAGER

A. SBA Loans – Rick Morales

The City Manager said that the presenter was not present.

B. John's Pass Dredging

The City Manager said they heard back from the Florida Department of Environmental Protection (FDEP). They visited the site in July and requested additional information. The City's contractor, Aptim, replied with the information. They expect to hear back within 30-60 days. Upon receipt of the permits, a bid will be issued, and the dredging can be completed by June 2025. He follows up with Aptim weekly to see the status of FDEP and the U.S. Army Corps. They can have an extension through December 2025. He will send that request next week. They are looking to complete the dredging by June but do have until the end of this year to complete it.

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

Mayor Brooks said that Representative Linda Chaney obtained the grant for them. She had called, letting her know she was struggling with the City's lack of communication and relationship. When calling the City, she got no responses and no callbacks. There was legislation a few weeks ago. Three appropriations had been requested through the City and the lobbyists for her to go for. Mayor Brooks said it frustrates her that they have a timeline approaching. Representative Chaney has connections at the state level to help the City with that, and they are not calling on her. She had requested something through the lobbyist and did not receive it. She received something from the City Manager's office, but it was not what she requested. They need to get better at communicating. When she received the phone call, she had no idea what they were talking about. Perhaps they were told, and she missed it. Representative Chaney said she lost trust in the City and was not going to put forth over $3 million in requests for appropriations because updates were not provided to her in a timely manner from the City. She advocates for them and keeps going back until she gets the appropriations. Having that relationship with her and her office matters. It is just as important that they have a relationship with Nick DiCeglie's office. She brought it up because they can only discuss it at a Commission meeting. She had discussed it with Robin last week. Representative Chaney is still looking for a call from the City. She assured Representative Chaney that she would provide updates to her on the dredging project.

Mayor Brooks explained how difficult it could be to meet a June or July deadline. Representative Chaney could help with that. She is frustrated but not trying to be down on anybody. When receiving information, it must be factual and not change. She wondered if Aptim knew what they were doing. She had not yet heard if they had prepared the bid package to be sent out.

Commissioner Ghovaee said that if a consultant submits to FDEP or Army Corps and they do not respond to comments correctly, they will come back with more comments.

Commissioner Kerr said that when John Hendricks was there, he had a one-on-one relationship with Representative Chaney. He asked how they would nourish that relationship. He thought the bridge between the City Manager and Representative Chaney had already been resolved. It might take the Mayor and the City Manager to build that relationship with them because it was seriously damaged.

Mayor Brooks said she had a good relationship with Representative Chaney but wanted the City Manager to work on his relationship with her, pick up the phone, and call her. He will be there long-term, and they will not. She is willing to put in the time and appreciates the opportunity, but they must work as a team.

Commissioner Kerr said it would come up at some point to decide whether to continue the relationship with the lobbyist and pay the fees. He has not seen anything done for the City lately. It is troubling if they are on the bad side of their representatives, who will not submit anything on the City's behalf if relationships are not improved.

The City Manager said the appropriation of funding they received since 2022 was for a road project, dredging, beach groins near completion, and a seawall project almost completed. They will do whatever they need to do to make it work.

Commissioner McGeehen said that Representative Chaney was a great friend to their community. A Key to the City would show their appreciation.

C. Honor Court

The City Manager said the City expects to receive complete and final design details to bring back to the Board at the March workshop. They budgeted $250,000, but it will likely be higher than that. They will give an update at the March workshop.

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

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

D. City Purchasing

The City Manager reported on the item. Department heads or their designees can purchase anything up to $5,000. Any item over $5,000 and up to $30,000 requires obtaining three quotes. Any item or service over $30,000 requires a formal competitive bid. Exceptions would be if they were sole-sourcing or using another government contract by piggybacking or a purchasing agreement.

Mayor Brooks opened to public comments.

Chuck Dillion, a resident, asked if they could look into getting a bid proposal for Tom and Kitty Stuart Park to get it repaired and open to the public.

Vice Mayor Tagliarini said he looked at it closely, and nothing stuck out. If a project is going to be very visible to the public, regardless of whether it is above or below $30,000, it should be discussed at a workshop.

Mayor Brooks said she did not think increasing it to $30,000 for the City Manager was intended to be used for anything that would be a major change to the community. Purchasing is different than discussing something. They would probably have support if they had real public communication about the pilings beforehand. When they make a major visual change to the community, there should be a discussion before it happens.

Commissioner Ghovaee said that when something of that great magnitude occurs, it needs to be heard by the Board and the public. They would hope and expect the City Manager to do that.

Commissioner McGeehen said he agreed that it should be heard.

E. CAP Government Agreement for Building Department Services

The City Manager said the Building Official resigned, and the position is advertised. They had two interviews this week and one next week. In the meantime, they piggybacked an agreement with another City to utilize a building official and to do inspections. They have an array of building

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permitting services if needed and can do that until the position is filled. After looking at three companies, they decided to go with CAP, an existing government contract.

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

Commissioner Kerr said it is expensive, but they have no choice. He asked if they were trying to hire a replacement. The City Manager said yes.

Commissioner Ghovaee asked if they could get Pinellas County to review their plans and permits. It has happened before, and the costs would be much less. He is just giving options. The City Manager said they could ask. Mayor Brooks said they do not need anyone to review building permits; they only need to issue them and do inspections. Commissioner Ghovaee said Pinellas County can do that.

Mayor Brooks said she heard great things about the person inside and out in the community. She thought that they were advertising for a building official and a deputy. The deputy is not online. The City Manager said they interviewed someone for the deputy position and will add it to the website.

F. COMMUNITY DEVELOPMENT

A. Updates to the Code for C-1 and C-2 Zoning District

Community Development Director Jenny Rowan said staff reviewed the Land Development Regulations and found three different places that referenced the C-1 and C-2 Zoning Districts, which need to be revised because of the adoption of John's Pass Village Activity Center. The amendments respond to the adoption of the Activity Center. Three ordinances will update the section.

Andrew Morris, Community Development Long Range Planner, explained the changes to be made. He said Forward Pinellas reviewed the ordinances, and their letter will be attached to them at the first reading.

- Ordinance 2025-09: Fixes the references to the old names of the C-1 and C-2 Zoning Districts.

- Ordinance 2025-10: This section in the Code references all Zoning Districts. The John's Pass Village Activity Center previously consisted of the R-3, R-2, C-1, C-2, C-3, and C-4 zoning districts. A further review of what amendments will be made based on Character Districts.

- Ordinance 2025-11: This section in the Code references all Zoning Districts. The John's Pass Village Activity Center previously consisted of the R-3, R-2, C-1, C-2, C-3, and C-4 zoning districts. A further review of what amendments will be made based on Character Districts.

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

Director Rowan and Mr. Morris responded to questions and comments from the Board.

Mayor Brooks said that when they do a planned development, the idea is to negotiate with a developer and to get something bigger and better for the City.

The City Attorney said they could add, "Unless authorized by the Board of Commissioners."

Mayor Brooks asked if there was another way they could have more long-term control over a PD. The City Attorney said that when trying to control specific things after the development agreement has expired, they add declarations of covenants or restrictions that are recorded to run with the land. They have done it in the past. The declarations are attached as an exhibit to the development agreement, and they would be recorded simultaneously with the development agreement. The development agreement may go away, but the restrictions continue.

Mayor Brooks said she would like a sentence that would give them the will to make an adjustment if they wanted to. Mr. Morris said they could add it.

Commissioner Kerr said he recalled Mr. Trask saying they could not mandate things during a PD. The City Attorney said it is called prohibited exaction. They have to get something in return. They cannot tell them to do something unless the code requires it.

B. Post-Hurricane Update Recovery, Rebuild, Permitting, FEMA, FDEM

The City Manager said he and Megan had a productive meeting with FEMA that day. He gave an update, which included the following:

- Over 800 interior demo permits, over 420 permits for interior remodel, and over 1,200 substantial damage determination notifications have been sent out.
- There were 1,200 applications for Elevate Florida in the first couple of days.
- Pinellas County was awarded over $800 million for long-term recovery issues.
- The homes that have changed owners since the storms will not be eligible for free permits.

Director Rowan said open office hours are posted online and will last through March 31st, including a few Saturdays.

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

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

6. FINANCE

A. FY 2025 Financial Presentation – Through January 2025

Finance Director Consultant Andrew Laflin gave an update on the FY 2025 financials and responded to the Board's questions and comments.

Mayor Brooks opened to public comment.

Chuck Dillion, a resident, asked if FEMA would reimburse them for the hurricane-related expenditures.

Vice Mayor Tagliarini asked if they had an opportunity to see how the reduction in the public works fees from $38.00 to $10.00 would impact them and if they could sustain the hit. Mr. Laflin explained that it would affect the sanitation fund. They do not have an analysis today but will provide it at the second reading of the ordinance.

Commissioner Kerr asked if the insurance and FEMA would cover the lost revenue. He asked if that had been submitted and approved for the 10-year non-interest-bearing loan. Mr. Laflin said not yet. They are working through the process and will bring a proposed repayment amount to the Board. September 30th is the deadline.

7. PUBLIC WORKS

A. John's Pass North Jetty Update

Director Wepfer reported on the item. They would need to submit a 408 Application. She asked if the Board would like her to proceed with the temporary Mobi Mat permitting.

There was no one present for public comment.

Commissioner Kerr asked about the Mobi Mats and if there were grants for it. Director Wepfer said she would look into it.

Director Wepfer said it would be a minimum of eight months to begin building the concrete walk.

Mayor Brooks said she had not received any complaints lately about the Jetti. She said it would be interesting to see if HUD had anything available. Director Wepfer said she would reach out to them tomorrow.

B. ITB 25-02 Purchase Rear Load Replacement Containers Contract Approval

Director Wepfer explained the item. Iron Container bid the lowest. She proposed proceeding with awarding a three-year contract with them.

There was no one present for public comment.

Commissioner Ghovaee asked if they could apply to FEMA for reimbursement. The City Manager said that if the insurance has not covered everything storm-related, it will be submitted to FEMA for reimbursement.

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

C. Approval of Purchase for Rear Load Containers

Director Wepfer explained the item. She responded to questions and comments from the Board.

There was no one present for public comment.

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

D. City Street Ends Project Update

Director Wepfer reported:

- On 134th Avenue East, the home that shared a driveway with that park has now been demolished. They would no longer need to provide a driveway through the street end to that parcel.
- Changing Tides on 134th Avenue and Boca Ciega Drive has an application for complete demolition. The City will not need to put in parking pavers because the new development will be responsible for it.

Those two areas will look a little different but will still match the original idea.

There was no one present for public comment.

Director Wepfer said she forgot to do a budget amendment to roll the project into 2025, so that will be coming back to the Board for approval.

8. RECREATION

A. RFP 25-03 Madeira Beach Recreation Center Interior Hurricane Repairs

Recreation Director Jay Hatch explained the item. Staff recommended the approval and award of the contract with Grosz Construction Company, Inc. in the amount of $57,700 for RFP-25-03. He responded to questions and comments from the Board.

There was no one present for public comment.

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

B. Facility Use Agreement

Director Hatch explained the item. Staff recommended moving forward with the Facility Use Agreement with Burton Meiring, LLC dba Simple Weddings. He responded to questions and comments from the Board.

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There was no one present for public comment.

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

C. Facility Rental Fee Updates

Director Hatch said staff made some adjustments to the existing fee structure. He responded to questions and comments from the Board.

There was no one present for public comment.

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

D. City Sponsored Fireworks

Director Jay Hatch said it is the final one-year extension request for Master Pyro, LLC. Staff recommended moving forward with it. The recommended dates in 2025 are March 15, May 3, November 8. He responded to questions and comments from the Board.

There was no one present for public comment.

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

9. ADJOURNMENT

Mayor Brooks adjourned the meeting at 9:31 p.m.

ATTEST: _____
Anne-Marie Brooks, Mayor

_____
Clara VanBlargan, MMC, MSM, City Clerk

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ORDINANCE 2025-01

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

WHEREAS, Ordinance 2019-13 adopted the City of Madeira Beach's current personnel policy; and

WHEREAS, § 5.7(C) of the City Charter provides that the Madeira Beach Civil Service Commission is responsible for the preparation of the City's personnel rules, and that once such proposed rules are concurred with by the City Manager, the same shall be proposed to the Board of Commissioners for consideration, who may by ordinance adopt them with or without amendment; and

WHEREAS, the Board of Commissioners and the Civil Service Commission conducted a joint meeting on August 4, 2020 to discuss personnel rules and their application; and

WHEREAS, at that joint meeting on August 4, 2020, the Board of Commissioners requested that the Civil Service Commission, working in conjunction with the City Manager and the City Attorney's Office, develop a proposed replacement to the current personnel policy which has not kept up with changes in employment law and which otherwise was not as clear and comprehensive as the Board of Commissioners desires; and

WHEREAS, the Civil Service Commission, City Manager, and City Attorney's Office have now completed the lengthy collaborative process requested by the Board of Commissioners, and the City Manager has submitted the recommended new personnel policy (which is attached hereto and made a part hereof) to the Board of Commissioners for its consideration; and

WHEREAS, pursuant to the minutes of the Civil Service Commission, it has approved of the provisions set forth in the proposed new personnel policy and recommends their adoption; and

WHEREAS, the Board of Commissioners, having received the recommendation of its Civil Service Commission and the City Manager, and upon having received relevant advice from the City Attorney's Office, and after having conducted a public hearing allowing citizens to provide input, finds that it is in the best interests of the City to adopt the proposed personnel policy attached to this Ordinance; and

WHEREAS, the Board of Commissioners wish to repeal Ordinance 2019-13.

NOW, THEREFORE, BE IT ORDAINED by the Board of City Commissioners of City of Madeira Beach, Florida, that:

Section 1. The 2024 Madeira Beach Personnel Policy, Rules, and Procedures Manual, attached hereto as **Exhibit A** and made a part hereof, is hereby adopted. The effective date of the new personnel policy shall be 12:01 a.m., Sunday April 6th 2025.

Section 2. Ordinance 2019-13 (which adopted the current City personnel policy) is hereby repealed in its entirety. The effective date of this Section 2 shall be the same effective date as the new policy set forth in Section 1 of this Ordinance.

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

PASSED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, THIS _____ day of _____, 2025.

_____
Anne-Marie Brooks, Mayor

ATTEST:

_____
Clara VanBlargan, MMC, MSM, City Clerk

APPROVED AS TO FORM:

_____
Thomas J. Trask, City Attorney

PASSED ON FIRST READING: _____

PUBLISHED: _____

PASSED ON SECOND READING: _____

MADEIRA BEACH
BOARD OF COMMISSIONERS

PERSONNEL POLICY, RULES, AND PROCEDURES MANUAL

ADOPTED BY ORDINANCE 25-01

EFFECTIVE APRIL 6TH 2025

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GENERAL POLICY STATEMENT

Excellence in government public service is attained, in part, through personnel systems that reflect merit principles and sound administrative management. It is the intent of Madeira Beach's Board of Commissioners that its Personnel Policies, Rules and Procedures Manual provide firm and clear direction to its employees. To this end, every reasonable effort is made to protect the personal rights and privileges of individual employees.

Furthermore, it is the intent of the Board of Commissioners that no unlawful discrimination exist in the application and administration of any Madeira Beach Board of Commissioners' policy, practice, rule or regulation.

The City Manager, through the City department directors, in coordination with the Human Resources staff, is charged with ensuring that the provisions of this Policy are implemented and made known to the employees of Madeira Beach.

These Personnel Policies are not and shall not be considered an employment contract with any person. Nothing herein is intended to create an employment contract between the City and any person for the purposes of employment, promotions, or for the providing of any benefit.

The provisions contained within this Manual are and shall be considered as part of the terms and conditions of employment of all regular employees with Madeira Beach and should thus be adhered to by all regular City employees. Madeira Beach reserves the right to establish, modify, or make exceptions to these rules when necessary. Any question concerning the interpretation or application of these rules shall be referred to the Human Resources staff for resolution.

Madeira Beach may, from time to time, designate certain positions, such as part time, temporary, initial probationary, managers or directors, as serving at the will of the City Manager and exempt from "regular employee" status. In such cases, the provisions within this Manual regarding regular employees, including just cause and disciplinary appeals, are inapplicable.

The City of Madeira Beach ("the City") endeavors to include a comprehensive overview of the rules and policies governing employment with Madeira Beach within this Personnel Policy Manual. However, there may from time to time be additional personnel rules or policies issued by the Board of Commissioners. The City Manager or a particular department head may also issue additional rules so long as such additional rules do not conflict with the provisions in this Manual. All administrative rules and related personnel forms shall be reviewed by the Civil Service Commission prior to becoming effective. All such additional rules shall also constitute a part of the terms of employment. Violation of any provision of any such additional rules will subject an employee to discipline.

If a direct conflict exists between policies and procedures included in these rules and a current labor agreement to which the City is a party, the terms and conditions of the labor agreement shall take precedence for employees in classifications represented by a bargaining agent, whether the rights and benefits are greater or less than those provided in these rules.

Equal Employment Opportunity

It is the continuing policy of the Board of Commissioners of Madeira Beach, Florida, to promote the concepts of equal employment opportunity in its employment function and to comply with all federal, state and local laws, rules and regulations pertaining to fair employment practices.

1. All employees and applicants for employment will be treated fairly with respect to all terms and conditions of employment regardless of race, color, religion, national origin, ancestry, gender, age, marital status, or physical or mental disability which does not preclude the performance of the essential functions of the job with or without reasonable accommodation(s).

2. All personnel opportunities and decisions related to employment, promotions, transfers, reclassifications, compensation, benefits, performance ratings, training courses and programs, layoffs, returns from layoff, terminations, and all other aspects of employment with Madeira Beach will be in accordance with the principles of the merit system, which afford equal opportunity by imposing only valid requirements.

3. The Board of Commissioners reaffirms its commitment to equal employment opportunity through a formal Affirmative Action Program.

4. Employees who allege that they have been unlawfully discriminated against or treated unfairly in the application or employment process must follow the steps outlined in the policy on Illegal Harassment or Discrimination, as described in Section XIII of this Policy. Non-employee applicants and applicants for temporary employment alleging unlawful discrimination must complain in writing to the Human Resources Staff, who will conduct an investigation in accordance with the applicable portions of this Policy.

I. EMPLOYMENT

A. Non-Temporary (Regular) Employment

1. In the interest of hiring "best qualified and available" people to meet City employment requirements, and to avoid favoritism in hiring practices, the Human Resources Department is responsible for ensuring that all interested applicants have an equal opportunity to apply for City employment.

2. Notices of open positions will be published interdepartmentally and/or publicly according to the department's request and concurrence of the Human Resources Department. Notwithstanding the foregoing, where a department director or other official with hiring authority determines that a particular candidate is fully qualified for a position (for instance where an intern or employee in acting status has been working successfully in the position for some time), the Human Resources Staff may authorize that candidate to be offered the position without the need to post the position. However, to prevent undue favoritism or nepotism and ensure a diverse, well qualified work force, this exception should not be regularly used in place of posting opportunities and allowing candidates to apply.

3. Applicants for City employment apply to the Human Resources Department in the form and manner, including electronic application submission, as the Department designates. Applicants who make initial contact with an individual City department and/or applications/resumes received by other City departments shall immediately be directed to the Human Resources Department.

4. Applications are accepted for announced openings during the published advertising period.

5. Once a position has been filled, the position is closed. Should one or more of the same position come open again within ninety days after first being filled, a department may make an offer to the next most qualified candidate from among the original applications.

6. Employees chosen for interview for other City jobs will be allowed to interview during paid work hours if necessary. Departments shall work with the employee to make reasonable adjustments to the employee’s schedule to permit the interview.

7. The Human Resources Staff may establish eligibility registers for positions as required by turnover frequency or other recruitment issues. Positions that are identified by departments or the Human Resources Department as being vacant on a regular basis or having certain recruitment needs, may have an eligibility register of qualified applicants established. The Human Resources Staff is responsible for establishing the registers in accordance with the City's policy of non-discrimination.

8. No employee may begin activities associated with working for the City, including engaging in post-offer screening activities, until the candidate signs, electronically or otherwise, a conditional offer of employment. No term or condition of employment, including matters of pay, bonuses, expense reimbursement, or other similar matters, shall be effective unless included within a conditional offer of employment.

9. The City Manager and Human Resources Staff are authorized to adopt such forms and procedures as are deemed necessary to effectively implement these employment policies and to conduct such pre-employment screening as may be either legally or administratively required, including background and reference checks and physical or psychological examinations related to job functions. For any position requiring a pre-employment, post-offer examination, it shall be job-related, and given uniformly to all candidates conditionally offered the position. Candidates must meet/satisfy any established screening requirements and any candidate who fails to do so may be denied employment. In addition to the foregoing, for any City position requiring interaction with law enforcement personnel, records or other matters, access to secure facilities, or otherwise required to pass background standards promulgated by a regulating agency with jurisdiction over such records, personnel or facilities, employees holding such positions must be able to pass the relevant standards and their inability to do so will disqualify them from continued employment.

10. For purposes of this Policy, the term "at-will" or "serving at-will" shall mean that employees holding positions designated by the Board of Commissioners as such serve at the will and pleasure of the City Manager, and includes, but is not limited to, all deputy or assistant city managers and directors. All employees directly reporting to the City Manager shall be deemed as "director" for purposes of this Policy notwithstanding their actual title. Absent City Charter or contract terms to the contrary, the City Manager, City Clerk, City Treasurer, and City Attorney serve at the will and pleasure of the Board of Commissioners subject only to the terms of any employment contract to the contrary.

11. All volunteers are not City employees for any purpose. However, Florida Statutes § 440.02 provides eligibility for certain worker compensation benefits for municipal volunteers. Therefore, City volunteers must comply with all related City accident or injury reporting procedures.

12. Employment of persons under 18 years of age in either regular or temporary positions shall be subject to and in accordance with applicable child labor laws.

13. To ensure compliance with the Affordable Care Act, when an employee formerly eligible for health benefits leaves the City's employ for any reason, he/she shall be ineligible for re-hire until the former employee has been separated from the City for a minimum of thirteen (13) weeks.

B. Temporary Employment

1. Temporary employment, for purposes of this Policy, shall include:

   a. OPS regular (Other Personal Services) positions (including non-student interns) which typically does not extend beyond six (6) consecutive calendar months.

   b. OPS on-call positions where employees are called unexpectedly, on an as-needed basis, to complete a specific task or assignment.

   c. OPS Seasonal positions where employees work a seasonal assignment (such as summer camp or pool guard).

   d. OPS Intern positions follow guidelines provided in Section I.B.3. of this Policy.

   e. Other temporary employment programs, not specifically defined herein, shall be considered at the option of the Human Resources Staff in compliance with any federal, State or local laws, rules or regulations governing such programs.

2. Employment procedures described in Section I.A of this policy shall apply to employees hired in temporary positions with the exception of temporary employees defined in Section I.B.1.d.e. of this Policy.

3. Interns

   a. The City provides internship opportunities for students to experience work in City government that is relevant to their educational goals and objectives or personal career interests, and to non-students seeking to experience working in a City position.

   b. Interns shall not be recruited to fill regularly authorized position vacancies or displace regular employees. Interns are considered temporary employees and are not eligible for benefits provided regular employees. Intern appointments shall not exceed 12 months.

   c. In order for a student to be eligible for employment as an intern, an individual must be a student in good standing, enrolled in or on school-approved break from an accredited secondary or post-secondary school, junior college, college or university, or a vocational-technical school.

   d. Student Interns are required to notify the employing department of any change in their academic or disciplinary standing at the institution.

   e. Interns will be paid at the minimum pay rate of assigned pay grades. A departure from the minimum pay rate may be approved by the Human Resources Staff upon request and proper justification from the relevant director.

   f. Persons who may be students but who wish to volunteer with the City outside of any academic program must complete a Volunteer Service Agreement to be developed by Human Resources with assistance from the City Attorney as needed.

   g. Students who are present in the workplace and who are not performing any services for

the City, nor participating in any related academic program, are considered to be "job shadowing" and are not considered to be volunteers, or employees, of the City. Any persons who are "job shadowing" must be approved by the relevant department director in advance, must not perform any work for the City, and must be under the supervision of an employee-mentor.

h. Students who are present in the workplace and who may perform work for the City but who are not compensated shall meet the requirements of the federal Department of Labor concerning the acceptance of work by student interns. Interns who are not students must be compensated at least the prevailing minimum wage for work performed for the City.

i. The Human Resources Department is responsible for the development, coordination and promotion of intern recruitment activities and is responsible for ensuring that all interested persons have an equal opportunity to apply and be considered for internship opportunities.

j. Notwithstanding the foregoing, Madeira Beach may, from time to time, enter into agreements with educational institutions whereby student interns will be identified, assigned and compensated pursuant to the terms of such agreements. In such cases, Human Resources shall assist hiring departments as needed to implement the terms of the agreements, even where same may vary from the provisions of this Policy.

4. Employment of temporary personnel shall be subject to the equal employment opportunity provisions of this Policy.

5. To ensure compliance with the federal Affordable Care Act, except for Seasonal OPS staff, all persons employed in temporary/OPS positions who are not offered health care coverage shall not be scheduled or permitted to work more than 30 hours per week.

6. Unless otherwise required by law, individuals performing work for the City through temporary employment agencies shall not be considered "employees" for purposes of this Policy.

C. Joint Employment

The intent of this policy is to allow employees to be employed in more than one position, and at possibly more than one pay rate, at the same time within the City payroll structure. The following criteria must be met for eligibility:

1. Only temporary OPS, part-time positions, which are considered to be occasional or sporadic (in accordance with 29 C.F.R., Section 553.30), will be eligible.

2. The employee's decision to work in a different capacity must be made freely and without coercion, implicit or explicit, by the employer.

3. The joint position must be in a different capacity, i. e., it must not fall within the same general occupational category as the employee's primary government employment.

Administrative procedures for implementation and tracking of this program will be published separately.

D. Employment of Relatives (Nepotism)

1. Employment shall be in compliance with Florida Statutes § 112.3135 regarding "*Restriction on employment of relatives*." Pursuant to this section, a public official may not appoint, employ, promote, or advance, or advocate for appointment, employment, promotion, or advancement, in or to a position in which the official is serving or over which the official exercises jurisdiction or control any relative of the public official. An individual may not be appointed, employed, promoted, or advanced in or to a position if such appointment, employment, promotion, or advancement has been advocated by a public official, serving in or exercising jurisdiction or control over a City department or office, who is a relative of the individual or if such appointment, employment, promotion, or advancement is made by a City board of which a relative of the individual is a member.

2. Relative, for purposes of this Section only, shall include father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, or half-sister; but shall not include any other relatives who become related by law or marriage not specifically listed above.

3. For purposes of this Section only, public official, hereinafter referred to as "official," shall include, but not be limited to, Commissioners, the City Manager, assistant City Manager, City Clerk, City Attorney, City Treasurer, department directors, assistant directors, managers, supervisory employees and any other City employee authorized to make employment-related recommendations or decisions, whether the official is elected, contracted, appointed, or hired.

4. It is the City's policy to prohibit an official from having direct supervision over any employee who is a relative of the official, as more fully set forth in Paragraph 1. It is also the City's policy to prohibit an official from having direct supervision over any employee to whom the official is engaged or is otherwise involved in a current romantic relationship.

5. Direct supervision shall include any situation in which the official would be in a position to make decisions concerning the terms and conditions of the person's employment with the City including decisions about hiring, promotion, transfer, reclassification, compensation, benefits, work assignments, performance evaluations, training courses and programs, layoffs, return from layoff, termination, and all other tangible aspects of employment.

E. Re-Employment and Disqualification

1. An employee who has been terminated from City employment for violation of any conduct or performance rule set forth in this Policy, or who resigns after being notified of the City's intent to conduct a pre-termination meeting but prior to a final disciplinary decision, is ineligible for re-employment for three years from the date of such resignation or termination.

2. An employee terminated due to a positive drug/alcohol test, a refusal to test, or other violations of the drug-free workplace policy; or who voluntarily resigns within two weeks of a positive result in a test for drug use; or when an employee serves notice of resignation immediately upon notification of being selected for such test, is ineligible for re-employment for a period of three years after such resignation. Additionally, a former employee who owes the City money for drug testing or treatment which was the responsibility of the employee to pay shall be ineligible for re-employment until all funds owed are paid.

3. An employee who voluntarily resigns without giving the required two-week notice (see Section IX.A.4) or is separated from employment for absence without leave (see Section VIII) is ineligible for re-employment for a period of one year. In circumstances where the hiring department director certifies, to the Human Resources Staff's satisfaction, that a non-eligible former employee will meet a critical need of the City, the Human Resources Staff has the authority to waive this waiting period.

4. Employees who separate from City service due to failure to complete probation period where no discipline violation occurred, layoff, end of a temporary position, or whose employment is terminated because work is no longer available, are eligible for re-employment with no waiting period.

5. Notwithstanding the foregoing provisions, an employee may become ineligible for a longer period, or permanently ineligible for re-employment, as the result of independent action such as the settlement of a legal claim or an arbitration decision. Additionally, the City Manager shall have the authority, in exceptional circumstances and where the best interests of the City will be served, to waive or reduce the periods of ineligibility stated in paragraphs 1 and 2 above. Waiver justifications shall be documented in writing by the Manager and placed in the employee's personnel file.

6. Notwithstanding the disqualification periods contained herein, a department director may recommend or not recommend an employee for re-hire. if made, such recommendations are simply the opinion of the former employee's director. Though such recommendations may be taken into account should a former employee apply for re-employment, they do not create a bar against such applicant from being considered for re-hire so long as the applicant is not under a disqualification period, and is otherwise qualified to perform the job duties.

II. PERSONNEL FILES

A. File Location and Content

1. The City's official records of present and past employees' personnel files are maintained by the Human Resources Department. The Human Resources Staff is the custodian of these records and may delegate maintenance and control responsibilities to staff members.

2. The Human Resources Department shall develop, revise and authorize all forms related to personnel matters. Therefore, absent specific authorization from the Human Resources Staff to the contrary, departments may not promulgate or make use of any customized or unauthorized personnel forms, including leave requests, time records or employee evaluations.

3. Public Records requests for personnel files made to the City must be transferred to the Human Resources Department for response. The Human Resources Staff, or designee, shall be responsible for reviewing files to ascertain any information which has been designated as confidential or exempt from public records disclosure, and in conjunction with the City Attorney's Office, asserting applicable public records exemptions for such records.

4. The official personnel record, which will be maintained by the Human Resources Department, shall contain at least the following paper or digital documents regarding the employee:

    a. The employee's initial and any subsequent employment/transfer/promotion applications; the eligibility verification report; I-9 form; interview forms; oath of employment; employment contract (if applicable); acknowledgments of receipt of benefits (to include secondary employment approval forms); conditional offer forms; retirement enrollment forms (when applicable); approved hire action forms authorizing employment; and other related documents required by law or City policy to be included.

    b. All licenses or certifications required to hold the position;

    c. The employee's performance evaluation forms and written responses thereto;

    d. All official personnel actions, such as promotions, transfers, and pay increases;

    e. Official disciplinary notices and warning or counseling forms issued to the employee;

    f. Signature forms demonstrating an employee's receipt of City policies;

    g. Records demonstrating attendance at City training sessions.

    h. Any separation surveys provided by a departing employee.

5. The personnel record may also contain the following items, at the discretion of the Human Resources Staff:

    a. Correspondence from citizens, co-workers, etc., concerning the employee's performance of his or her job or contribution to the community (excepting documents which are found

to be fraudulent, false, or which are required by law to be separately maintained);

b. Records regarding an employee's education or professional credentials;

c. Such other records as the Human Resources Staff may deem appropriate for inclusion or which are not prohibited from inclusion by law.

6. The Human Resources Department will also keep and maintain separate and secured files of current and former employees which contain medical records or medical claim records exempt under Florida Statutes § 112.08, the results of drug tests (excepting discipline notices confirming a positive result was received), medical documents provided in support of sick leave requests (including those covered under the FMLA), reports of a healthcare provider discussing specific health conditions or status associated with a fitness-for-duty exam, medical records provided in support of a request for accommodation of a disability under the ADA, medical records received in the course of administering a worker compensation claim.

7. Notwithstanding the foregoing, the City Manager and all department directors are entitled to review medical records of applicants and current employees when these officials have the business need to do so. Such instances include reviewing an employee's defense against a disciplinary action where the employee cites a medical reason for the conduct or performance, reviewing requests for sick leave including decisions as to whether an absence is covered by the FMLA, reviewing requests for accommodation under the ADA or determining whether the applicant or employee presents a danger to him/herself or others due to a medical condition. The City Attorney or other attorneys representing the City in any employment claim or suit are also authorized to examine such records to the extent the claim or suit places the medical condition of the applicant or employee at issue.

8. In the event a City official examines records which includes information which is otherwise confidential or exempt from public disclosure under law, such official must exercise care and discretion so as not to further communicate any such information to subordinates or an employee's co-workers unless there is a valid legal reason to do so. City officials in doubt as to their duties in such circumstances are encouraged to seek advice from the City Attorney.

9. The City Manager is responsible for ensuring that human resources records are controlled, maintained, disposed of, and that requests for copies are processed, in accordance with the Public Records Act and the rules of the Florida Division of Archives, History and Records Management. To that end, the City Manager is authorized to develop such additional administrative procedures and forms so as to accomplish this responsibility.

10. While managerial personnel responsible for drafting performance evaluations may, to assist them in drafting annual evaluations, maintain separate notes on positive/negative conduct or performance, including notes on verbal counseling events, such records are public records and, if specifically referenced in an evaluation or discipline notice, must be attached thereto.

B. Access to and Retention of Official Personnel Files

1. Personnel files (official and informational copies) are public records subject to review under Florida Statutes § 119.07, subject to any applicable exemption(s). Official employee

personnel files may be reviewed at the Human Resources Department during normal working hours. The records custodian, or designee, will assist and supervise during the review. Documents cannot be removed or rearranged within the official personnel file during review.

***NOTE**: Employees holding certain positions are entitled under Florida law to request that certain personally-identifying information such as home addresses, not be released by other governmental agencies which may be in possession of this information. It is the responsibility of each employee holding such a position to make these requests to other governmental agencies.*

2. Requests concerning past or present employee personnel information should be referred to the Human Resources Department. The Human Resources Staff will respond to inquiries from agencies and the general public regarding disclosure of official personnel data.

3. In accordance with the Florida Public Records Act, copies of personnel files may be made and furnished to requesters upon payment of the statutory fees. Money collected is remitted to the City's general fund. Employees are not charged for single copies made from their official personnel files. However, they shall be charged the established rate for additional copies. The Human Resources Department is responsible for reviewing a personnel file prior to production or copying to ensure all material exempt from public records disclosure has been covered.

4. Official personnel files must be retained for a length of time determined by the State of Florida Bureau of Archives and Records Management. This period is currently twenty-five (25) years following the employee's effective date of separation from City employment. Because of the permanency of such records, department directors must carefully review documents to determine their necessity before requesting entry to the "official" personnel file. The City Manager, in consultation with the City Attorney as needed, is authorized to develop administrative procedures concerning the proper storage of, and access to, records, including medical files, of current or former employees.

III. PROBATIONARY PERIOD

1. The first six (6) months of employment, and following a promotion, serve as a probationary period for all non-at-will employees hired or promoted into regular full-time or part-time positions. The probationary period is used for the following:

   a. To provide an adjustment period for an employee to become familiar with his/her job duties and responsibilities.

   b. To provide on-the-job instruction, guidance and counseling.

   c. To observe and evaluate employee job performance.

   d. To remove or discharge an employee whose job performance fails to meet required work standards or who, for reasons stated in Section XI.B. of this Policy, must be removed or discharged for other reasons.

2. Probationary employees are not entitled to utilize the Employee Complaint Procedure (ECP) or appeal process unless a claim of unlawful discrimination is made, nor are they entitled to any hearing except as provided in Section XI.D.2.d. of this Policy.

3. Regular employees accrue paid leaves of absence during probationary periods. They may use accrued sick hours subject to normal approval procedures (after they have been credited to their accrual accounts). Newly hired regular employees on initial probation are not eligible to use vacation until they have passed initial probation. See Section VII.A.2.

4. Probationary employees who leave City employment are paid their accrued vacation leave balances in accordance with Section VII. A. of the Policy. This payment is made at the employee's base hourly pay rate in effect at the time of separation. If service is terminated by death, payment is made as authorized by Florida Statutes § 222.15.

IV. PAY, HOURS OF WORK AND WORKWEEK

A. General Policies

1. Due to the variety of services provided by City departments, certain employees may be required to work varying days and hours. Department directors schedule work that is necessary and beneficial for the efficient operation of the City. It is the responsibility of the department director to manage overtime within budgetary constraints. While the City does not currently do so, pursuant to 29 C.F.R. § 553.23, by accepting employment with the City, all overtime-eligible employees agree that the City may in the future elect to provide compensatory time in lieu of payment of overtime work in cash pursuant to adopted compensatory time policies. If a comp time policy is adopted in the future, employees may also be required, at the discretion of the City, to use compensatory time in lieu of vacation pay when requesting vacation time off.

2. Non-Exempt Employees

    a. For purposes of this Policy, all employees not considered exempt will be considered non-exempt, and therefore subject to the minimum wage and maximum hour provisions of the Fair Labor Standards Act (FLSA). Non-exempt employees are eligible to earn overtime or (if adopted in the future) compensatory time at one and one-half (1 ½) times their hourly rate.

    b. Whenever a non-exempt employee becomes promoted or reclassified to an FLSA-exempt position, the employee shall have any accrued compensatory time (if any) paid to him/her at the employee's rate of pay of the non-exempt position he or she held immediately prior to his or her promotion.

3. Exempt Employees:

    a. For purposes of this Policy, exempt employees are expected to work whatever hours are necessary to accomplish assigned duties and responsibilities. However, it is recognized that because exempt employees are often required to work irregular and/or extended hours, it is appropriate that they be provided a certain latitude in occasionally being away from their place of work during normal work hours. It is the responsibility of the immediate supervisor or the department director to determine if the absences are inappropriate.

    b. If a compensatory time policy is adopted in the future, exempt employees are not eligible to be awarded compensatory time.

    c. Department directors may suggest the exemption of certain job classifications from the provisions of the Fair Labor Standards Act (FLSA). However, the final determination is made and executed by the City Manager, in consultation with the City Attorney's Office.

B. Allocation of Work Hours, Workweek and Work Period

1. The *workweek* starts at 12:00 a.m. on Monday and ends at midnight the following Sunday. The normal full-time work schedule includes forty (40) hours during the workweek. These hours should not be construed as either a fixed minimum or maximum. Work hours that exceed a normal workweek may be required. Except as provided herein or as determined by the department director, in conjunction with the City Manager and payroll staff, normal hours are Monday through Friday, 8:00 a.m. to 4:30 p.m.

2. *Lunch periods*- Bona fide meal periods (employee is completely relieved from duty for the purpose of eating regular meals) are not work time and are unpaid. The time scheduling and length of lunch periods are coordinated between the employee and the supervisor, according to that organization's needs. (Note: There is no federal or State of Florida law requiring meal breaks in industries or offices, with the exception that minors 17 years of age or younger shall not be permitted to work for more than 4 hours continuously without at least 30 minutes for a meal period.)

3. *Break (rest periods)* - Breaks (usually not more than 15 minutes each) may be permitted by supervisors when the work requirements allow them, and must be allowed for nursing mothers to express milk for up to one year after birth. Break periods are considered to be rest periods and must fall within working hours (work is performed immediately preceding and following the break period) and may not be accumulated for additional time away from work. (Note: There is no federal or State of Florida law requiring rest periods, but if they are offered, they must be counted as hours worked.)

4. *Flextime* is the generic term for flexible scheduling programs - work schedules that permit flexible starting and quitting times within limits set by management. Flextime requires employees to work a standard number of hours within a given time period (usually forty (40) hours during a five-day work week). Each City department has the option to use flextime, if it can be adapted to better meet that organization's unique needs. However, each City department or division which elects to permit flextime must, with the assistance of the Human Resources Staff, adopt a flextime procedure which will be published to the department's employees and which will be uniformly applied within that department or division.

5. *Work-at-Home* - There may be times when certain projects could be performed by employees who are at home due to extenuating circumstances. Any such projects must be authorized by the department director and approved by the City Manager prior to at-home work being done. Employees approved to complete a project at home must be capable of performing the project, and the project must have definite parameters for measuring time necessary to perform the work. The employee will only be compensated for the hours to complete the project. City equipment is not to be used outside the regular workplace, unless authorized by the department director and approved by the City Manager. All hours worked at home must be reported.

6. *Medical Attention* - In accordance with 29 C.F.R., § 785.43, time spent by an employee in waiting for and receiving non-elective medical attention on the premises or at the direction of the employer during the employee's normal working hours on days when he or she is working constitutes hours worked except for worker compensation visits (see also section

VII.B.8.a. of this Manual).

7. *Furlough* - Notwithstanding any other provision of these policies to the contrary, where the City Manager, in consultation with the Board of Commissioners, determines that current budgetary conditions require a reduction in the overall hours employees work in order to remain within the authorized budget, the operational hours of any one or more office, service or function of the City may be reduced for one or more weeks, days or hours, either consecutively or sporadically. Such periods of reduction may be either by complete closure or operation with a less than full staff as deemed necessary. Employees working within such offices, services or functions will be placed on unpaid furlough during such periods, and hours spent on furlough shall not count as hours worked for any purpose. Pursuant to 29 C.F.R. § 541.710(b), the City Manager is authorized to deduct hours spent on any furlough from any employee being compensated on a salary basis if budgetary constraints require the deduction.

8. *Electronic Timekeeping* – In recognition of the limitations which may be inherent in the electronic timekeeping systems the City may now or in the future use, including limitations on the delineation of actual lunch or break schedules, employees who are unable to enter the actual chronological times for such events shall not be subject to discipline for falsifying records. FLSA non-exempt employees must, however, ensure that their actual hours worked each day are truthfully and accurately recorded in any such system to ensure proper payment of wages due, including overtime and premium pay.

9. *Pay Class/Annual Base Salary Calculations* – Annual base salaries shall be calculated based upon the pay class and full-time equivalent assigned to the position.

C. Pay Eligibility

1. Extra Hours

The necessity to work extra hours is made at the discretion of the City Manager. It is important that department directors ensure that extra hours are distributed equitably among employees qualified to perform the work, while giving consideration to the personal wishes of employees involved. However, it is ultimately the department director's decision to designate who will perform the extra hours.

For overtime control purposes, overtime-eligible employees are prohibited from coming to work early and leaving late for purposes of conducting work, or working through lunch periods or bringing work home, unless specifically authorized by their supervisor in advance. Supervisors shall monitor the workplace to ensure that employees who are not scheduled to be working do not remain in the workplace. Nothing herein is intended to prevent an employee from remaining in a City building during a meal period. However, during such period, the employee is not expected to, and is prohibited from, performing work of any kind (including answering phones or reviewing emails) for the City.

Unless otherwise specified by a collective bargaining agreement, an employee shall be required to work overtime when assigned unless excused by the supervisor. An employee who refuses to work overtime when assigned will be subject to disciplinary action for said refusal. An employee scheduled to work overtime who fails to fulfill the assignment for reported medical reasons will, at the City's discretion, be required to substantiate the medical absence with a doctor's note or similar proof.

Overtime shall be documented by the City's time off request form. However, if this is not feasible, a schedule of work hours or other form of written documentation should be available to support the designation of overtime.

a. Non-Exempt Employees

All hours worked over forty (40) in a workweek are considered overtime and are compensated by overtime pay. Absent emergency circumstances, overtime must be approved in advance by the manager with the authority to approve overtime.

b. Exempt Employees

For purposes of this Policy, exempt employees are paid on a salaried basis and are expected to work the hours necessary to accomplish assigned duties and responsibilities. Paid extra hours are only to be considered under the terms of an approved performance bonus plan.

2. Overtime Pay

Employees entitled to overtime pay are paid for each work hour in excess of forty (40) hours in the workweek at a rate of one and one-half (1 ½) times their regular hourly rate of pay, including premium pay differentials when applicable.

3. Compensatory (Comp.) Time

Time off in place of overtime is called compensatory (comp.) time. **The City does not allow accumulation of comp time**. However, it reserves the right in the future to begin doing so, in accordance with then-applicable federal regulations.

4. On-Call Status

   a. Exempt employees are ineligible for on-call status.

   b. An employee required to remain on-call (on City premises or so close that he/she cannot use the time effectively for personal purposes) is considered to be working in an on-call status. On-call hours are designated as work hours for the workweek and count towards overtime.

   c. On-call hours for non-exempt employees are eligible for overtime.

   d. On-call employees must always be reachable by a pre-designated means of communication and able to arrive at the work location within the time established by the department director or designee. As employees are compensated for on-call assignments, they must refrain from drinking alcohol, taking medications or engaging in any other conduct which would prevent being ready for duty. Further, if they are unavailable when called in, they will be subject to disciplinary action and will not be paid any on-call pay for that assigned period. On-call assignments should be distributed equitably among qualified employees, consistent with operational needs.

5. Rounding of employee time.

   Pursuant to 29 C.F.R. § 785.48(b), the City adopts the right to round the time of FLSA-overtime eligible employees such that employee time from 1 to 7 minutes will be rounded down and not count as hours worked, and time from 8 minutes to 14 minutes will be rounded up and counted as a quarter hour of work time.

6. Certifications and degrees.

Based on the operational needs of the City, the City may designate certain positions to be subject to a requirement that the incumbent hold a certification or academic degree, or that they obtain such certification or degree within a set period of time after being hired or promoted. In accordance with the resources provided in the Commission's annual budget, employees who are required to obtain a certification or academic degree as provided above may be awarded additional compensation upon obtaining or receiving such certification or academic degree. In the event the City pays for some or all of the expenses associated with the employee's certification or degree, the City may require the employee, prior to receiving such expense reimbursement, to enter a repayment agreement should the employee leave City employment prior to the expiration of the repayment period. In the event an employee receives reimbursement assistance under such repayment agreement leaves during the repayment period, the employee agrees, as a term of employment, that the City may retain any wages or other payments due the employee upon separation in order to satisfy some or all of the repayment obligation, except that the City may not withhold wages beyond the prevailing Florida minimum wage for the hours worked in the final pay period.

D. Work Time Records and Emergency Conditions

1. The City's Work Time Records or timecards are designed to meet the record-keeping requirements of the FLSA. Department directors are responsible for maintaining a record of work schedules for non-exempt employees.

2. **Exempt Employees**: Due to their exempt, salaried status and the expectation that they are often required to work irregular and extended hours, but have the latitude of occasionally being away from their workplace during normal work hours, exempt employees complete work records but do not have to complete a daily record of time worked. For payroll accounting purposes, they will need to record absences charged to employee benefit accounts (i. e., sick, vacation, holiday, etc.). Exempt employees are not required to create time worked records, unless absences are charged to their accrued benefit accounts.

3. **Non-Exempt Employees**: All hours (paid, unpaid or charged to accrual accounts) must be recorded in the City's time and attendance system daily for the non-exempt employee's scheduled work periods. Pay, including overtime pay, is calculated for each workweek and paid (if overtime pay) or credited (if comp. time) to employees on a bi-weekly basis. Non-exempt employees are required to sign their time records, either physically or, where provided, via electronic means.

4. After payroll has completed processing, original records of time worked are maintained by human resources for the appropriate periods set forth in the FLSA and Florida records retention schedule. To the extent the City employs an electronic time and attendance system, such records maintenance may be performed electronically.

5. **Emergency Conditions:** When the Board of Commissioners formally declares a state of emergency, City employees who hold positions designated to perform essential services during the actual emergency declaration period shall report to work when required. The City Manager or department directors may also require employees who perform essential services to work during actual or impending extreme emergency situations or conditions (weather, hazard, etc.), not declared as a "state of emergency."

6. **Pay for Work During Declared Emergency**: During a declared emergency, City offices and operations may close. Employees who are not directed to work in any capacity during such closure must not report for duty during such periods. Employees are not authorized to designate themselves as essential or to perform work of any kind for the City during a closure of City offices and operations, unless expressly directed to work by their director or the city manager.

   For all employees in positions classified as FLSA exempt, such employees will receive no additional compensation for any hours worked during any declared emergency. FLSA non-exempt employees shall receive overtime at 1.5 times their regular hourly rate of pay for any hours worked in excess of 40 hours in a work week during any declared emergency regardless of what non-emergency hours he or she may have worked during any given work week and regardless of what specific work assignment such employee is given during the emergency period.

Non-FLSA exempt employees shall not be compensated for any time off during such periods. FLSA exempt employees shall be paid their established salaries except that if they are not directed to perform any work during the entire work week, such employees shall not receive their salaries for that week.

Employees who are not compensated due to a closure during a declared emergency may, at their discretion, use any available vacation leave to accommodate otherwise unpaid periods. Employees may not use non-FMLA sick leave for such periods unless they demonstrate through medical documentation to their department director's satisfaction that they were medically unable to perform their duties during the period in question.

In the event a City holiday falls on a day where the City is closed due to an emergency condition, compensation of the holiday for employees not required to report for duty shall be as provided for in this policy with respect to holiday compensation. Employees required to work on a holiday during a declared emergency shall be entitled to take the equivalent unpaid time off with no reduction in leave balance once the declared emergency ends and the leave may be scheduled.

All employees with approved leave requests covering the declared emergency period, regardless of leave type, are subject to having such leave cancelled and to being recalled to duty during the emergency period. Directors shall make every effort to accommodate pressing conditions, and ill employees, when determining which employees to call back from leave. Notwithstanding the foregoing, employees who cannot report for duty due to a certified FMLA condition shall not be called back to duty during an emergency condition.

7. **Failure to Report for Duty When Assigned**: Any employee required to report for duty during an emergency condition who fails or refuses to report and/or to perform duties as directed will be subject to termination from employment. Failure to monitor on-call or stand-by phone numbers and respond to calls will constitute a failure to report. The only exception to this policy will be for employees physically or medically unable to report or perform as ordered, or where the employee is on pre-authorized FMLA leave during the emergency period. For non-FMLA medical conditions, the City will require after the fact medical verification of medical conditions, and reserves the right to require second opinion examinations. Employees claiming a physical inability to report when required are not permitted to cite a mere fear of travel during the emergency condition, or a general concern for not staying with family. Employees, particularly those designated by their departments as being critical responders during emergency conditions, have a responsibility to plan ahead for the safety and welfare of their families and the securing of their property so that they will have the ability to report when called. Only extraordinary incidents of inability to report wholly beyond the employee's ability to control will be excused.

8. **Meal eligibility**. The City Manager is authorized, within appropriate budgeted funds, to acquire and provide means for employees and volunteers engaged in eligible emergency work, including working in the City's Emergency Operations Center or working in the field, unless any such employee or volunteer is already receiving a per diem for means by virtue of any other employment benefit.

E. Salary Basis Compensation Questions

1. It is Madeira Beach's policy to comply with applicable wage and hour laws and regulations. Accordingly, the City intends that deductions be made from your pay only in circumstances permitted by the Fair Labor Standards Act and the U.S. Department of Labor's rules governing the salary basis for pay for exempt employees. The improper pay deductions specified in 29 C.F.R. §541.602(a) may not be made from the pay of employees subject to the salary basis test.

2. If you have any questions or concerns about your salaried status, or you believe that any deduction has been made from your pay that is inconsistent with your salaried status, you should immediately raise the matter with your department director. If you have raised the matter with your supervisor and it is not resolved within ten (10) business days, or if, for any reason, you are uncomfortable discussing the matter with your director, you must submit your question or concern to the Human Resources Staff for review and response.

3. To ensure the City understands your question or concern and is able to conduct a proper review, any such question or concern which seeks the payment of wages allegedly owed must be made using the official HR form approved for that purpose. Any such question or concern must, at a minimum, include employee name, a brief description of the facts related to the question or concern, and the response of the employee's director, if any. The pay period(s) at issue should also be identified. If you are unable due to disability to submit your complaint in writing, a Human Resources representative will assist you in formalizing your question or concern, which you will then be asked to review and sign to ensure its accuracy.

4. The City is committed to investigating and resolving all compensation disputes as promptly, but also as accurately, as possible. Consistent with the U.S. Department of Labor's policy, any question or concern will be responded to within a reasonable time given all the facts and circumstances. If a review of the matter reveals you were subjected to an improper deduction from pay, you will be reimbursed and the City will take whatever action it deems necessary to ensure compliance with the salary basis test in the future.

F. Forms

1. Department directors, in conjunction with the Human Resources Staff, are responsible for investigating and ensuring job compliance for all positions (exempt and non-exempt) under applicable federal, state, local, and personnel policy guidelines. Any significant or important changes should be noted on the appropriate position description forms.

2. Changes (i. e., pay, classification, status, etc.) for exempt and non-exempt positions are initiated and approved by processing Pay Assignments and other pertinent forms. Procedures are set through "administrative" guidelines.

3. The Human Resources Staff ensures standardization of forms used throughout City departments. These forms are designed, updated and distributed from time to time under direction of the Human Resources Staff. To reduce the cost of purchasing, printing and storing paper, and to enhance efficiency, the Human Resources Staff shall endeavor to use electronic generation, electronic signatures, and electronic storage and retrieval systems for personnel records whenever possible.

V. CLASSIFICATION AND PAY PLAN

A. General Policies

The Madeira Beach Civil Service Commission, in cooperation with the City Manager, is charged with the on-going development of Madeira Beach classification and pay plans. This includes periodic studies relating to equitable classification categories and pay ranges. The goal of the Board of Commissioners is to maintain sound plans providing classification and pay structures that are fair, equitable, and systematic compared with other governmental jurisdictions and the private sector. This enhances Madeira Beach's ability to attract and retain competent employees to provide efficient services to the citizens of Madeira Beach.

The Civil Service Commission, working with the Human Resources Department, will periodically examine, by use of staff, consultants and such other resources available, market conditions and comparative wage data for relevant public and private sector employers, and based upon the results of this examination, will make a written recommendation to the City Manager and Board of Commissioners concerning wage adjustments. Based upon such written recommendations concerning the need for market equity adjustments, the City Manager may propose a budget including funds sufficient to implement such adjustments concurrent with a new fiscal year, and may implement same upon budget approval. Any such overarching market equity adjustments shall be confined by the budget approved by the Board of Commissioners for that fiscal year.

The Civil Service Commission, working with the City Manager, is charged with creating recommended classifications and pay plans (subject to budgets approved by the Board of Commissioners) as the City's business needs and operating experience dictate.

Madeira Beach reserves the right to organize itself, and classify and schedule its employees, in the manner deemed most effective and efficient at any given time, based on the needs of the community the City serves, and available City resources. Therefore, while the City will make every attempt to create stable career opportunities and work environments for employees, no City employee has any permanent right to claim any job title, classification, department, pay plan or rate, job description, benefit, schedule, shift, work location, co-worker(s) or any other aspects of the employment relationship other than those required by law to be provided.

B. Administration

1. Recommendations for assignment of authorized positions to classification titles and pay grades and recommendations for changes to existing classification and pay grade assignments are made to the City Manager by the Civil Service Commission and Human Resources Staff. Any such changes for administration positions shall become effective once approved by the City Manager.

2. Recommendations for staffing level changes which will result in an overall increase in the number of authorized employees under the City Manager or for which an increase in the overall operating budget is sought shall be submitted to the Board of Commissioners for approval. Staffing level reductions, or any transfer or reassignment of one or more City staff, either within or between departments, may be performed administratively by the City Manager.

3. In the event an employee voluntarily transfers or is involuntarily reclassified into a part time position from a full time position, such employee shall be entitled to the same payout of accumulated leave as is provided to full time employees who leave their positions, as set forth in Chapter VII of this Manual. However, employees demoted from a full time to a part time position as a result of disciplinary action shall not be entitled to such leave payout.

C. Application

1. General

a. Notwithstanding any other provision of this Policy, no employee may receive any pay rate increase (other than for temporary duty performance) which would cause such employee to be compensated in excess of the maximum of the pay range established for the position such employee holds.

b. Requests that are different from the parameters provided in Section V. of this Policy may be considered under exceptional circumstances. Such requests must be submitted, with appropriate justification, by the department director to the City Manager, who shall approve or decline such requests.

c. At no time is an applicant or employee to be promised pay or conditions that are outside the parameters of the Policy, unless authorized through the approval process (as outlined in b. above). Any terms or conditions of employment, including but not limited to departures from established pay rates, moving expenses, hiring bonuses, language inducements, unique leave accrual rates, or transfer of unpaid leave balances or time in service, must, to be effective, be included in the written conditional offer of employment presented to the candidate by the City. Any other promises or representations made to a candidate not included in the conditional offer of employment shall not be valid or enforceable against the City.

2. New Hire Employment

a. Initial employment in a classified position is normally paid the minimum of the assigned pay grade.

b. Initial employment in a classified position may be paid at any rate agreed to between the City and an applicant. In establishing a pay rate offer, department director shall consider grant/program funding levels, current budgetary allocations and projected expenditures within the department, labor market conditions, equity and compression issues within the department, as well as candidate qualifications. Prior to extending an offer to a candidate which exceeds the mid-point of the pay range, the department must be able to provide appropriate justification to the Human Resources Staff. The Human Resources Staff shall review all proposed offers and, where an offer is in excess of the mid-point of the pay range established for the position, shall make a recommendation to the City Manager as to whether the proposed offer should be approved or denied.

3. Promotions

a. *Advertised Promotion* occurs when a current employee is selected through open competition for a position in a higher classification. Subject to available resources and market conditions, employees promoted as a result of advertising to a classification in a higher pay grade will generally receive the greater of a 5% increase or entry level of the new pay grade. Directors may request higher increases for extenuating circumstances, but may not be offered to an employee prior to the Human Resources Staff's review and approval of the written documentation supporting the request. All current employees are encouraged to apply for promotions, and department directors and Human Resources

Staff shall endeavor to make promotional opportunities known to current employees.

b. Internal Promotion occurs when a qualified employee is placed in a higher position without advertising. Requests for internal promotions must be submitted to the Human Resources Staff by the department director with explicit support documentation (i. e., employee meets job requirements, will not create equity or other issues with other employees, is in the employee's career path, employee is already performing duties, and is in the best interest of the City). The Human Resources Staff shall either approve or deny the request. Pay guidelines are the same as outlined in V.C.3.a. above (Note: External recruitment helps build strong workforces. Therefore, positions below director level should usually be advertised. Internal promotions without first advertising should only be considered in unusual circumstances, such as recruitment difficulty, departmental health/safety criteria dictates immediate need to fill, internal candidate with extraordinary skills or background, etc.)

4. Demotions (Changes to Lower Classifications)

When an employee is demoted for any reason, the employee is requested to sign a statement of understanding, acknowledging the demotion and rate of pay. Signing this document does not mean that the employee agrees or disagrees with the action, only that he/she received notice of it. This acknowledgment is attached to the demotion paperwork sent to Human Resources for processing.

a. An employee who applies through open competition, or requests a voluntary transfer, to a lower classification and pay grade, and is accepted; or who is involuntarily demoted to a lower classification for non-disciplinary reasons (i. e., inability to perform the duties of the job, reduction in work force, lack of work, reorganization, etc.), will be placed in the lower pay grade at the same percentage above the lower pay grade minimum as the employee's previous rate of pay was above the previous pay grade minimum. (See example below). This is subject to approval by the Human Resources Staff.

EXAMPLE: Employee's current hourly pay rate is $10.00. Entry level pay rate for the current pay grade is $9.00. To calculate the percentage over entry level, divide the difference ($1.00) by $9.00 = 11.11% over entry level. If the entry level pay rate for the lower pay grade is $8.00 ($8.00 plus 11.11% = $8.888, rounded to $8.89). Employee's new pay rate for the lower pay grade will be $8.89.

b. Notwithstanding the provisions of Paragraph 4.a. above, in order to ensure fair and equitable treatment, each case of demotion shall be reviewed individually. The department director must document any salary adjustment request that is different (either a greater rate or lower rate) from that provided in Paragraph 4.a. above and have the request approved by the Human Resources Staff.

c. In cases where an employee is demoted as the result of disciplinary action, the disciplining director shall have the authority to assign the employee a pay rate lower than those otherwise specified for non-disciplinary involuntary demotions.

5. Temporary Assignments

a. Acting Status. Employees temporarily assigned to perform all duties of a higher-level position may receive additional compensation during the assignment at a rate determined by the City Manager. The assignment must be appropriately documented by the department director, and approved by the Human Resources Staff. Regular salary adjustments are granted during temporary assignments, and shall be applied to the employee's non-acting pay rate. Upon expiration of the acting status, the employee's pay rate will return to the same level it was prior to entering into acting status, but increased by any regular salary adjustments which occurred during that period. An employee may not be placed in acting status unless that employee meets the minimum qualifications of the higher-level position. Acting status begins and ends on the dates established by the Manager and agreed to by the employee. When a non-exempt employee is designated as "acting" in an open exempt position (such as a manager position open due to retirement where a new manager must be recruited), the employee shall be compensated during this acting status as an FLSA exempt manager and shall therefore not be eligible for overtime.

b. Additional Duties. Employees temporarily assigned by their directors to perform additional duties while continuing to perform their regular duties may, upon request of the director and approval by the Human Resources Staff, be eligible to receive additional compensation over their current pay rate. However, when a non-exempt employee is only temporarily fulfilling the duties normally associated with an exempt position (such as to cover for a vacationing manager) in addition to their normal duties, the employee shall continue to be paid his/her normal rate of pay, and shall be eligible for overtime as may normally be applicable. Regular salary adjustments are granted during temporary additional duty status, and shall be applied to the employee's non-temporary duty pay rate. Upon expiration of the temporary duties status, the employee's pay rate will return to the same level it was prior to assignment of the temporary additional duties. Alternative forms of compensation for the performance of additional duties may be developed by the City Manager from time to time and may be utilized in lieu of the rate enhancement provided for above.

6. Reclassifications and Reorganizations

Market factors, evolving priorities, evolutions in equipment and materials, employee input, grant funding, or changing organizational needs may cause a particular position classification within the City to become subject to change. Madeira Beach continually evaluates these factors against classified positions accordingly and at times determines, where the position is not wholly eliminated, to re-classify and/or reassign one or a group of positions to better serve the needs of the City and its citizens. Such reclassifications/reassignments can be minor or significant, and may result in enhancing one or more positions and related duties and requirements, or decreasing duties and requirements. Such reclassifications/reorganizations are solely within the discretion of the City and no employee possesses any right or expectation to hold or keep any one position or set of duties. To ensure compliance with any applicable personnel policies or regulations, requests for reclassifications must be submitted by a department director in writing with supporting justification to the Human Resources Department which shall review and comment upon all reclassifications or reorganization requests regardless of number of employees involved. Every possible scenario cannot be described in a general policy document such as this Manual. However, in an effort to inform employees of the outcomes of common reclassification decisions, the following examples are

provided:

a. Employees reclassified to higher pay grades shall be compensated based upon the City's assessment of the factors set forth in subsection (c) below, and such compensation changes shall take effect on the first pay period after the effective date of the reclassification.

b. In circumstances where an employee's position is downgraded based upon reorganization, market study, individual job analysis or other similar non-disciplinary reason, the employee will not normally have their pay rate reduced, though their pay grade may be reduced, based upon the City's assessment of the factors set forth in subsection (c) below.

c. In reaching any decisions regarding the establishment of reclassifications and accompanying pay grades and rates, the City will consider various factors including, but not limited to, individual experience and years of service, individual work/discipline records, current compensation and where same falls within a new pay range, equity between and among similarly-situated positions and incumbent employees, market factors, established career ladders and budgetary constraints.

d. Any reclassification or reorganization shall be presented to the Civil Service Commission prior to implementation.

7. Transfers/Lateral Transfers

Employees may be transferred to vacant positions with the same job title (transfer) or within the same pay grade, different job title (lateral transfer) without advertising, if appropriate justification is provided and the request is authorized by the department director, approved by the Human Resources Staff and future department director if transfer is to another department. Transfers/lateral transfers are not eligible for pay adjustments. An employee may not be transferred to a different position unless that employee meets the minimum qualifications of that position.

8. Permanent Additional Duties

Where an employee is permanently assigned significant additional duties not warranting a reclassification of their position, the employee's director shall work with the Human Resources Staff to determine a suitable wage rate increase.

9. Equity Pay Adjustment

a. Equity Pay Adjustments are granted to maintain fair and equitable treatment of employees.

b. Requests for equity pay adjustments may be submitted, with appropriate justification, by the department director to the Human Resources Staff for review and approval.

10. Retroactive Pay Adjustments

Retroactive pay adjustments may be considered under exceptional circumstances (such as where an employee performed assigned duties but due to accounting/recordkeeping error was not paid or where a pay-increasing certification was earned but unknown to the City). If a department director requests retroactive payment for an action, a written request must be submitted to the Human Resources Staff for consideration. If approved by the Human Resources Staff, the amount of retroactive compensation will be determined by Human Resources and Payroll. (NOTE: Nothing herein should be interpreted as authorizing any employee to be paid for work which was not authorized to be performed by the City. Employees performing unauthorized work shall be subject to disciplinary action). To the extent the adjustment results in a deduction from pay for wrongly-paid compensation, any such deduction shall not result in an employee being paid less than the established minimum wage for any given pay period.

11. Pay for Performance

In addition to any general wage adjustment that the Board of Commissioners may from time to time adopt, the Board of Commissioners may by separate resolution adopt a compensation program which includes variable wage increases linked to job performance. Such program may distinguish between exempt professional and managerial classifications, and full and part time hourly compensated employees. As to hourly employees, any such program shall be based upon quantifiable measures of performance and shall be designed and administered so as to ensure discrimination, favoritism or inconsistent application of eligibility criteria do not occur. In addition, pursuant to Florida Statutes § 215.425(3), the Board of Commissioners may from time to time adopt, by resolution, a performance bonus plan based on work performance which describes the performance standards and evaluation process by which such awards are to be given. Any such plan must be noticed to all employees prior to implementation. Nothing herein shall be interpreted as creating any requirement to develop or budget funds for pay for performance or bonus programs or policies, nor as creating an entitlement on the part of any employee to receive same.

VI. HOLIDAYS

A. Administration

The following is offered as a guideline and is not considered to be all inclusive. Recognized holidays are subject to periodic review and revision by the Board of Commissioners.

1. Paid holidays are a City employee benefit. They may not be accrued for future use, and holiday hours taken shall not count as hours worked for any purpose other than FMLA eligibility.

2. A holiday must be taken in one (1) workday.

3. When a City-observed holiday occurs during an approved leave of absence with pay (i. e., vacation, sick, military, bereavement, etc.), and the appropriate leave is identified on the timecard, the employee will be paid for the holiday. (The holiday should be coded as "holiday" on the timecard.) If applicable accrued leave balances (i. e., vacation, sick, etc.) are charged on the timecard for the period in which the holiday occurs and the holiday is not coded as "Holiday," if eligible, the employee will be credited for the appropriate accrued leave upon written request from the department director to the Human Resources Staff.

4. An employee who is not on an approved leave of absence and is absent from work on the day preceding or the day following a City observed holiday is required by the department director to explain the absence. If the absence is approved, appropriate accrued balances will be charged on the timecard. If the absence is not approved, or if the employee has no appropriate accrued balances to be charged, the employee is not paid for the unapproved absence, nor for the holiday, and may also be subject to discipline.

5. When an employee is scheduled to work on a City observed holiday and fails to report for duty, the employee shall not be paid for the holiday and may be subject to discipline.

6. When a City observed holiday occurs during a leave of absence without pay, i.e., FMLA, suspension, sick/vacation with no accrued leave balances, administrative leave pending discipline, etc., the employee will not be paid for the holiday.

7. When a City observed holiday occurs within a period of Workers' Compensation benefit pay, holiday hours shall be paid to bring the employee's pay to 100 percent pay status for that day.

8. When a holiday falls on a Saturday, it is observed on the preceding Friday. When a holiday falls on a Sunday, it is observed on the following Monday, except as may be determined otherwise by the City Manager.

9. When a holiday falls outside of an employee’s regular work schedule, the employee will be paid straight time for the holiday at 8 hours multiplied by the full-time equivalent (FTE). These hours will not be subject to overtime consideration or count as hours worked for any purpose.

B. Listing of Holidays

Holidays recognized are as follows:

1. New Year's Eve – December 31
2. New Year's Day - January 1
3. Martin Luther King's Birthday - Third Monday in January
4. President's Day - Third Monday in February
5. Memorial Day - The last Monday in May
6. Juneteenth – June 19
7. Independence Day - July 4
8. Labor Day - First Monday in September
9. Veteran's Day - November 11
10. Thanksgiving Day - Fourth Thursday in November
11. Friday After Thanksgiving Day
12. Christmas Day - December 25
13. Day before or after Christmas (determined annually by the City Manager).
14. Two Floating Holidays
    a. Floating holidays are to be taken during the year in which they are awarded. Failure to use available floating holidays by the end of the calendar year will result in those days being lost.
    b. OPS (temporary) employees are not eligible for floating holidays.
    c. Since daily scheduled work hours can vary depending on an employee's status and job assignment, the number of hours to be paid as a floating holiday must be equal to the number of regular work hours scheduled for that day. Floating holiday hours used do not count as hours worked for any purpose.
    d. While on unpaid leaves of absence employees are ineligible to use a floating holiday.
    e. Notwithstanding the availability of floating holidays to employees, advanced permission to use a floating holiday must be obtained, and the department director has the sole discretion (with the Manager's concurrence) to allow a floating holiday to be used on any particular day, or to rescind a prior approval where the urgent needs of the City so require, and no reasonable alternative is present.
    f. Employees who separate from City employment and are rehired within the same calendar year are ineligible to use a floating holiday if it was used prior to separation.

VII. LEAVES OF ABSENCE

A. Vacation Leave; Maternity/Paternity Leave

1. Full-time employees who fill established positions earn Vacation Leave credits. For health and well-being purposes, employees are encouraged to use their vacation leave each year and it is recommended that supervisors ensure employees are given that opportunity. Vacation Leave taken for purposes which qualify for FMLA coverage will be designated as FMLA Vacation Leave. Scheduling preference (where such decisions become required such as traditional holiday seasonal request increases) will be made by the department director based upon the operational needs and efficiencies of the department, seniority, timing of request, and any other factors which the department director deems appropriate. However, employees are encouraged to plan for vacation leaves in advance, particularly for holiday periods, by mid-year. Floating holidays must be taken or scheduled by July 1st of each year.

2. A new hire or rehire will accrue leave at the listed rates, but cannot use it until probation is complete. However, a newly-hired or rehired employee must have successfully completed the initial probationary period before being eligible to use vacation. Promoted employees on probation may use vacation leave without restriction. The City Manager may approve an exception to this policy for specific reasons. An employee who leaves the employment of the City during a new-hire probationary period will forfeit all vacation leave. Vacation leave will not be accrued while an employee is on leave without pay, or in any other non-pay status.

3. Accumulated vacation leave will be tracked by payroll. Employees who do not use their vacation leave by the end of the calendar year shall forfeit their remaining unused leave. Accruals will be tracked by the City on the last day of each calendar month, crediting each eligible employee with leave earned for the month past. Advance vacation leave payments will only be made when approved by the City Manager and will be distributed on a regular payday. Vacation leave for department directors shall be 15 days (10 hours/month) for 0-10 years of service and shall thereafter follow the accrual rate of general employees. For all other employees, vacation leave shall accumulate pursuant to the following chart:

Years of Service	**Vacation Leave Accrual Earned**	**Minimum Accrual**	**Max Accrual Allowed 400 hours**
0 through 4 years, 11 months	10 days (6.66 hours per month)	80	160 hours
5 years through 9 years, 11 months	15 days (10 hours per month)	120	240 hours
10 years through 19 years, 11 months	20 days (13.33 hours per month)	160	320 hours
20 years or more	20 days plus one day per year of service over 20 years with a maximum of 25 days annual leave per year	160	320 hours
21 years	14 hours	168	336 hours
22 years	14.66 hours	176	352 hours
23 years	15.33 hours	184	368 hours
24 years	16 hours	192	384 hours
25 years	16.66 hours	200	400 hours
Vacation leave must be used by Dec. 31 each year			

4. Department Directors will approve requests consistent with operational requirements. Restrictions regarding scheduling remain a management right and may be necessary during certain periods of the year. Vacation leave may be taken in fifteen (15) minute increments.

5. Employees who become hospitalized while on vacation leave may use sick time for such period of illness, provided they submit a doctor's certificate documenting same.

6. Upon separation from City employment, employees, except for those on initial probation, will be paid for all unused annual leave pro-rated to the date of separation, at the employee's current hourly wage. The City does not pay-out annual leave for DROP participants. Annual Leave may not be used for last days of employment in lieu of working, unless approved by the City Manager.

7. Sick Leave accruals cannot be used or paid out as vacation leave.

8. Notwithstanding any provision of this Policy referring to "calendar year," accruals of leave balances shall be governed by the City's adopted payroll tracking system, and may be calculated by the payroll calendar year used by that system.

9. Notwithstanding the requirement to use vacation leave by the end of the calendar year or forfeit same, in recognition of the change in the City's prior "buy out" policy, employees may receive a one-time payout of accrued vacation leave until July 1st 2025.

10. Paternity/Maternity Leave

a. Full time employees who have worked for the City for at least 1250 hours shall be entitled to the following maternity/paternity leave:

(1) Four weeks (160 hours) of paid maternity leave for (a) birth mothers immediately following the birth of a child, or (b) maternity/paternity leave for a non-birth parent within the first 12 months of the birth or adoption of a child to permit parental bonding with the child.

(2) In the event both parents work for the City, they may share the maximum four weeks between them in any manner they desire.

b. This maternity/paternity leave shall be in addition to the vacation leave benefit set forth in subsection (A) above, and is in addition to any paid or unpaid leave taken by employees pursuant to the FMLA birth or adoption provisions in Section VII(K) of this Policy.

B. Sick Leave

NOTE: Family and Medical Leave Act (FMLA) will be considered and, if applicable, will run concurrently with Sick Leave. (See FMLA Section: VII.L.)

1. Full-time employees who fill established positions earn Sick Leave credits each pay period at the rate of 96 hours per year (8 hours per month), pro-rated if the employee works less than 40 hours). Part time and temporary employees are not eligible for paid sick leave. Tracking of sick leave accruals is by the fiscal year.

2. Employees using sick leave are paid at the hourly rate in effect at the time the approved sick leave is taken, but such leave used shall not count as hours worked for any purpose other than FMLA eligibility.

3. During leaves of absence with pay, employees continue to earn sick leave credits (with the exception of employees drawing hours from the sick leave bank or Long-Term Disability insurance coverage).

4. Full-time employees who fill established positions may accumulate unlimited sick leave.

5. Sick leave earned during any pay period is credited to the employee on the last day of that pay period. In the case of employment termination, it is credited on the last day the employee is on the payroll. Employees who submit notice of resignation may not use sick leave during the last two weeks of employment unless the employee had, as of the date notice was submitted, an FMLA Certification of Healthcare Provider and related request for FMLA use on file.

6. Use of sick leave credits cannot be authorized prior to being earned and credited. Sick leave may be used only with approval from the department director or designee.

7. Sick leave hours are charged to an employee's sick leave account. If accumulated sick leave is exhausted, the employee may request through the appropriate departmental authority to use vacation, sick leave bank, or floating holiday (may be used only as a whole day) leave to cover remainder of the absence.

8. Sick leave can be authorized for the following purposes:

   a. Personal Sick Leave

      Personal Sick Leave is for an employee's personal illness, injury, or exposure to a contagious disease which could endanger other employees. Any sick leave credits used for these reasons are authorized in accordance with provisions of Section VII.B.9. For purposes of this Policy, personal illness includes complications in pregnancy, miscarriage, childbirth, and recovery from these. Note: Medical Attention - In accordance with 29 C.F.R., § 785.43, and Section IV.B.6, time spent by an employee in waiting for and receiving non-elective medical attention (with the exception of worker compensation-related visits) on the premises or at the direction of the employer during the employee's normal working hours on days when he or she is working constitutes hours worked.

9. The employee has the responsibility of notifying his/her supervisor or other designated personnel when sick leave absence is necessary. This notification should be given prior to the absence, if possible, or as soon as possible on the first day of absence. Upon request, an employee may be permitted to use sick leave credits if the following procedures are followed:

a. Prior to authorizing an employee to use sick leave credits, the department director may require the employee to certify that the absence is for reasons outlined in this Policy. The department director may require sufficient and specific medical documentation of the need for leave prior to authorizing sick leave pay. Sick leave pay may be denied to any employee who fails to provide requested documentation.

b. After three (3) consecutive workdays (regardless of number of scheduled hours in any workday) of sick leave absence, the employee shall be required to provide FMLA medical certification from a certified health care provider before being authorized to use additional sick leave credits, unless deemed unnecessary by the department director based upon facts already known.

c. Employees may be required to report periodically (no more often than seven (7) calendar day intervals) on the status of their sick leave and intent to return to work, and may be required to submit (no more often than thirty (30) day intervals) medical certification/re-certification from a certified health care provider if their sick leave continues.

d. Employees may be required to convalesce at a specific location, such as a health care facility or at home when deemed necessary by the department director to prevent abuse of sick leave.

e. Upon returning to work following a long-term illness or injury, an employee may be required to provide medical certification from a certified health care provider showing he/she is safely able to perform the essential functions of his/her job with or without reasonable accommodation.

10. An employee who refuses to comply with the above stated requirements is not eligible to use sick leave credits. Any unapproved absence from work will be considered unauthorized and may subject the employee to disciplinary action in accordance with the provisions of Section XI. of this Policy.

11. Employees providing written documentation from a certified health care provider indicating that the employee is unable to perform regular job duties due to an accident, illness, or medically related reason, with the approval of the department director, may be placed on light duty status or assigned to perform other temporary duties which will not be prohibited by the condition during recuperation, within the following guidelines:

    a. The employee's hourly rate of pay remains the same, including personnel working non-standard schedules (such as 24/48 shifts).

    b. If requested by the employer, the employee submits to a physical examination by a certified health care provider (selected and paid for by the department) prior to approval (or continuation) of the temporary status. Failure to comply could result in denial of use of further sick leave.

    c. The temporary status may be approved by the department director for a period not to exceed three (3) consecutive months.

    d. Requests to remain in the temporary status in excess of the three-month period must be authorized by the City Manager. Such requests will only be considered under exceptional circumstances.

    e. Approval of temporary light duty is in the sole discretion of the City and is conditioned upon the availability of budgeted payroll funds to pay the employee and/or temporary workers at the same time, the disruption which may be caused to other workers in the workplace, the needs of the department, and the availability of bona fide light duty work to be done.

    f. With documentation from a certified health care provider stating the employee may return to regular, unrestricted, full duty status, the employee will resume his/her regular position.

    g. When approved to return to regular, unrestricted, full duty status, failure by the employee to do so could result in termination of employment under Section XI. of the Policy.

    h. Approval of temporary light duty does not signify the City's agreement that the employee is a qualified individual with a disability under the Americans with Disabilities Act ("ADA") or the Rehabilitation Act, or that the employee is covered by the terms of the FMLA, or abrogate any defense that the City may have under the civil rights laws.

    i. Employees who are determined to be unable to perform the essential functions of their job may either request a reasonable accommodation under Section IX.E, or where no accommodation is available, be referred to the Alternate Employment Program under Section IX.F.

12. Payment of Unused Sick Leave

    NOTE: Payment for unused sick leave balances for contract employees will be in accordance with the contract in effect at the time of separation.

    a. On the effective date of this Policy, unused sick leave credits shall expire upon am employee's separation from City employment.

    b. Notwithstanding the expiration provision in subsection (a) above, in recognition of the change in the City's prior policy of paying out 25% of sick leave upon separation, employees may request a one-time payout of 25% of accrued sick leave until July 1st 2025, or may donate that same amount to the sick leave bank by that date.

13. Notwithstanding any provision of this Policy referring to "fiscal year" or "calendar year," accruals of leave balances shall be governed by the City's adopted payroll tracking system, and may be calculated by the payroll calendar year used by that system.

14. The City Manager is authorized to administer an employee leave donation program (referred to herein as sick leave bank) wherein employees may elect to voluntarily donate sick leave for use by other sick leave-eligible City employees. The terms and conditions of any such program shall first be reviewed by the Civil Service Commission before being implemented. Employees may not be compelled to participate in any such program.

C. Personal Medical Appointment Leave

1. With prior approval, Personal Medical Appointment leave allows eligible employees to attend personal medical-related appointments when it is not possible to arrange for appointments during off-duty hours.

2. Approved personal medical appointment leave is charged to an employee's sick leave account. Personal medical appointment hours are not considered hours worked towards overtime.

3. Personal medical leave will be recorded appropriately on the timecard (i.e., sick, FMLA, or no pay), in accordance with established pay codes for such leave. Where applicable, use of this leave will also be classified as FMLA protected and recorded as such. Departments are responsible for ensuring that FMLA coverage be documented where applicable.

4. Since medical facilities have varying waiting periods for appointments, there is no set limit for number of hours for an appointment. The employee should give his/her best estimate at the time of submission of request to the department.

5. Only the time used for the medical appointment, plus travel time to and from the appointment, may be coded as personal medical appointment leave. In addition, where the appointment is for an invasive medical test requiring pre-test preparation or a recovery period which causes an employee to be unable to report for duty, such preparation or recovery time may also qualify as personal medical appointment leave.

6. If there is a question that an employee may be abusing personal medical appointment leave, the department director may require verification of appointments.

7. Requests for personal medical appointment leave should be submitted with as much lead-time as possible. Personal Medical Appointment Leave may not be used for worker compensation examinations, treatment, etc., which must instead be coded as worker compensation leave.

8. If covered under the Family and Medical Leave Act, as evidenced through execution of adequate certification and employer response forms, personal medical appointment leave will not be used in evaluating an employee's performance.

D. Bereavement Leave

1. Paid leave may be authorized for probationary and regular employees (OPS employees are ineligible) who have a death in their "immediate" families (see 2. below). The following procedures apply:

   a. Bereavement leave may be authorized (excluding holidays if scheduled to work the holiday) for up to three (3) scheduled workdays (five (5) days if the deceased family member lived outside of Florida).

   b. Bereavement leave is separate and distinct from other types of leave and is not chargeable to any accrued leave balance (i.e., sick, vacation, etc.). Bereavement leave does not count as hours worked towards overtime.

   c. In the event a family death occurs during an employee's approved sick or vacation leave, the time missed due to the death may be designated as bereavement leave, if eligible. The actual leave account charged (i. e., sick, vacation, etc.) can be adjusted through a request from the department director to the Human Resources Staff.

2. Definition of Immediate Family

   For the purpose of administering this type of leave, "Immediate Family" is defined as the following persons, as related by blood or law to the employee and/or the employee’s spouse: spouse, child, step-child, foster child, grandchild, parent, step-parent, grand or great grandparent, step-grand or step-great grandparent, brother, sister, half-brother, half-sister, step-brother, step-sister, or legal guardian. The definition also includes an individual for whom the employee or the employee’s spouse is the legal guardian, and any other family member of the employee or of the employee's spouse who was a full-time resident in the employee's household immediately preceding the death.

3. Proof of Purpose of Leave

   Validation of the request is left to the discretion of the employee’s department director.

E. Military Leave

1. For purposes of interpreting this Section, the general term "Military Leave" includes both Military Leave, as provided for in subsection (2) below, and Military Call, as provided for in subsection (3) below.

2. Military Leave: In accordance with Chapter 115, Florida Statutes, City employees who are commissioned reserve officers or reserve enlisted personnel in the United States military or naval service or a member of the National Guard, shall, upon presentation of a copy of the employee's official orders, be granted military leave on all days during which the employee is ordered to active duty or inactive duty for training. Such employees shall not be required to work or use accrued personal leave on any day during which they are engaged in training under official orders. Whether continuous or intermittent, such leave with pay may not exceed 240 working hours in any one annual period beginning January 1 and ending December 31. Administrative leaves of absence for additional or longer periods of time for assignment to duty functions of a military character, including assignments under applicable FEMA or USERRA regulations, shall be without pay unless required by federal law.

3. Military Call: City employees who are commissioned reserve officers or reserve enlisted personnel in the United States military or naval service or members of the National Guard, who are ordered to active military duty shall, upon presentation of a copy of the employee's official orders, be granted military leave beginning with the day ordered to duty and ending up to 31 days after the date of release from the military service or from hospitalization continuing after discharge, unless a longer period is required by the FMLA. The first thirty (30) calendar days of such leave shall be with full pay. (Note: Employees would only be compensated for scheduled workdays during this 30-day period.)

4. Scheduled workdays for which Military Leave is taken under the rules outlined in subsections (2) and (3) above will be compensated as Military Leave or Military Call (as applicable) and will not count towards overtime. If an employee approved for Military Leave is scheduled to work a shift which qualifies for premium pay differential, Military Leave hours will be compensated at the appropriate premium pay differential rate.

5. Employees requesting Military Leave shall furnish the department director with competent orders from the appropriate military command as valid evidence of such duty status. These orders shall be kept in the employee's departmental personnel file. Since "competent orders" are not always defined or consistent, department directors should consult with the Human Resources Department for guidance.

6. Any absence in excess of the limits set in subsections (2) and (3) above may, upon request by the employee and approval by the appropriate supervisor, be covered by accrued vacation leave, accrued comp. time or floating holiday. If not requested by the employee or approved by the appropriate supervisor as vacation, comp. time, or floating holiday, such absences in excess of the limits shall be approved as military leave without pay. However, such leave shall be without loss of seniority, time or efficiency rating. Should any portion of the leave be paid leave, the employee shall be entitled to accumulate all benefits granted under paid leave status.

7. Madeira Beach employees called to active military service will not be discharged, reprimanded, or in any other way penalized because of their absence due to such service.

The employee's position may be filled by another employee with substitute or temporary status. Upon separation from the military service, the employee shall be eligible to return to the former position held or a different position in the same class in the same geographic location.

8. Veteran's Leave: A City employee filling a regular established position and who has been rated by the United States Department of Veterans Affairs or its predecessors to have incurred a service-connected disability and has been scheduled by the United States Department of Veterans Affairs to be examined or treated for the disability, shall be granted veteran's leave for such reexamination or treatment without loss of pay or benefits. The maximum veteran's leave authorized for this purpose shall not exceed six (6) calendar days in any one annual period beginning January 1 and ending December 31. Hours used are not counted as hours worked toward overtime.

9. Issues of military leave not addressed in this policy shall be resolved as provided for state employees in applicable provisions of the Florida Administrative Code, Florida Statutes, and federal law.

F. Jury Leave

1. Whenever an employee (full-time, part-time or temporary OPS) is called for jury duty, upon presentation of the summons to his/her supervisor, the employee will be excused from scheduled work days and will receive Jury Leave pay for hours actually performing such duty, but not exceeding their scheduled work hours. The employee will not be compensated by the City for Jury Leave on unscheduled workdays unless the employee requests to substitute a night or weekend shift or portion thereof immediately preceding or following jury duty. The employee keeps any jury fees received.

2. Paid Jury Leave hours are considered as hours worked for all compensation purposes including calculating hours worked towards overtime. The City does not reimburse an employee for meals, lodging, travel, or any other expenses incurred as a juror.

3. Employees are required to report to work if excused from jury duty during their regular working hours. However, if their scheduled shift has been filled or they are not otherwise needed to complete the shift, they may, with supervisory approval, charge the balance of their scheduled work hours to their vacation leave account, or take the time off without pay, but only to the extent they are not able to make up regularly-scheduled hours by means of flex time assignment.

4. An employee called to jury duty shall promptly notify his or her department director and provide a copy of the court summons so that arrangements may be made in advance for his or her absence from work. Where so requested by an employee's department director, an employee will provide the director with a statement of actual days spent on jury duty service (such as by memo or e mail) before compensation is approved. Where the Clerk of Court engages in "day prior call in" programs (where unseated jurors call a number to determine whether their presence will be needed the next day), employees who discover their presence at the courthouse will not be required the following day (but who have not yet been released from duty) shall report to work on that day unless otherwise ordered by the Court. Once an employee is released from duty, he or she shall inform the department and report to work as required in Paragraph 3 above.

5. An employee called to jury duty while on vacation leave shall be allowed jury duty pay for that time served in court which corresponds to his or her regular workday. Such employee shall have his or her vacation leave hours restored provided satisfactory evidence of the time served on jury duty is presented to the department. In the event a holiday occurs during the period an employee is serving on jury duty, he or she shall receive holiday pay for the holiday rather than jury duty pay.

6. Employees who have a normal work schedule outside the regular business day (night or weekend shifts) who are summoned for jury duty during the business day immediately following the scheduled shift shall, if they request, be permitted to be excused from their scheduled work shift (or portion thereof) immediately prior to the jury duty day, in order to rest or otherwise prepare for their jury service. However, such excused period shall not exceed 8 hours and, where an employee requests to be excused from work for a portion or all of a scheduled shift, the employee shall not be compensated for the shift or portion thereof, not actually worked (unless vacation leave is used) but shall only be compensated for jury duty equal to the number of shift hours missed performing such duty. Notwithstanding the general requirement for employees to report to duty should they not be required to spend an entire day of jury duty service, night/weekend shift employees who serve any portion of a day for jury duty without taking time off their regular shift shall be paid for the entire shift, not to exceed the number of work hours scheduled.

G. Witness Leave

1. An employee appearing as a witness for the City in a court case or administrative proceeding within the boundaries of Pinellas County, in which the City is a party, including depositions, post-termination proceedings, mediation or arbitration proceedings, or who is subpoenaed as a witness in a court case or administrative proceeding in which the employee's testimony is related to official City business, is considered to be on duty during such appearance (not including travel time), even during off-duty hours. The employee must remit to the City any witness fee received in connection with such appearance. In the event the litigation is in a forum outside Pinellas County, and the employee attends as a witness for Madeira Beach, he/she shall be entitled to per diem expenses in accordance with Florida Statutes § 112.061. However, in the event the litigation is in a forum outside Pinellas County, and the employee is subpoenaed by a party other than Madeira Beach, the employee may keep any reimbursement of travel expenses, and he/she shall not be entitled to reimbursement of per diem expenses from the City.

2. An employee who voluntarily appears at a court or administrative proceeding, as defined above, on behalf of a party litigating against the City shall be ineligible for witness leave pay by the City for any time spent at such proceeding and must attribute such time to appropriate available leave balances or take leave without pay.

3. An employee who becomes a party in, or appearing as a witness in any case other than those described in Paragraph 1. is considered to be off duty, and must attribute such time to appropriate available leave balances or take leave without pay. Under such circumstances, the employee is entitled to keep any witness fee received. The only exception to this provision is where a City EMT or Paramedic who, while off duty, renders medical aid or assistance at an accident scene or emergency event and by so doing becomes a witness. In such cases, the EMT or Paramedic will be paid as described in Paragraph 1. above.

H. Disability Leave

Note: Family and Medical Leave Act (FMLA) eligibility will be considered and may run concurrently with Disability Leave. (See FMLA Section: VII.L.)

1. Workers' Compensation

a. An employee who suffers accidental injury arising out of work performed in the course and scope of City employment may qualify for benefits during periods in which the employee is unable to work, as provided in the Workers' Compensation Law, F.S. Chapter 440. Any employee who has suffered an injury or illness while at work is required to report that injury or illness on an appropriate City form as soon as possible. Supervisors or managers who are aware of such illness/injury are required to provide the appropriate form to the employee, to compel the employee to complete it, and to promptly report the incident to the director and human resources staff.

b. The City's human resources staff administers all workers' compensation claims and benefits.

c. An employee receiving workers' compensation wage benefits may, at the employee's election, use available leave balances, in accordance with Section VII.B.7, to supplement those benefits. The supplemental payments plus workers' compensation benefits cannot exceed the employee's regular salary. Time spent by an employee accessing treatment for a workers' compensation covered injury does not count as hours worked toward overtime.

d. In accordance with Section VII.B.11, an employee who is released to light duty by the workers' compensation primary care provider may, at the discretion of the department director, be assigned to perform other than his/her regular duties during recuperation. An employee who refuses to accept a light duty assignment will be ineligible for other disability leave, may lose workers' compensation benefits, and will be subject to disciplinary action under Section XI. of the policy.

e. An employee who refuses to return to work after being released to unrestricted full duty by the workers' compensation primary care provider will be subject to discipline, including discharge, or may be deemed to have abandoned his/her job and resigned.

f. Nothing in this sub-section eliminates or reduces an employee's rights under Florida law, to appeal workers' compensation decisions, nor should it be read as guaranteeing light duty work. Where no bona fide light duty work is available within the employee's department, the employee may be required to remain out of the workplace until recuperated. While no employee will be retaliated against for having submitted a claim for benefits and will give every opportunity for employees to recover from work-related injuries, the City reserves its right under law to terminate any employee for the inability to perform the essential functions of his or her job where the needs of the City so require. (See Section IX-E).

2. Short-Term Disability Leave/Reasonable Accommodations/Fitness for Duty Exam

a. All employees of the City are expected to be able to perform the essential functions of the positions they hold. At times, a physical or mental impairment may cause an employee to become unable to perform one or more job functions. In such circumstance, it will be the responsibility of the employee's department, in consultation with the Human

Resources Department, to work with the employee to identify reasonable accommodations, which will permit the employee to perform all essential job functions. This process may take more than one try, depending on the specific facts of the case. Though the employee's input on accommodations should be given weight, an employee is not entitled to demand a particular accommodation if the department wishes to provide a different accommodation, so long as the accommodation will permit the employee to perform his or her job functions. The Human Resources Department, with appropriate advice from the City Attorney's Office, should be consulted where any questions arise over the identification of accommodations.

b. A department director who, through appropriate medical documentation or written representations from the employee, becomes aware that an employee is unable to perform the functions of his/her job due to illness or injury, will explore with the employee any workplace accommodations which may permit the employee to perform the affected job functions. In conjunction with this accommodation search, or in instances where the facts reveal that an accommodation is not possible or legally unreasonable, the department may require the employee to submit to a fitness for duty medical examination by a physician named and paid for by the department. The City's inquiry is limited to whether the employee is able to perform job-related functions and if not, the probable duration of the disability and expected return to full duty. If the medical examination confirms that the employee is unable to perform the essential functions of his/her job with or without reasonable accommodation, the employee may request to be placed on short term disability leave for up to thirty (30) calendar days. The granting of such request is at the discretion of the department director. NOTE: Outside of a worker compensation claim or a City-paid fitness for duty examination, department employees, including directors, should NOT be directly communicating with healthcare providers of employees. Instead, all such communication will be made through the employee to the provider in writing.

c. At the outset of short-term disability leave, the department director informs the employee in writing of the maximum duration of the leave and that, at the conclusion of that time period, the employee is expected to return to unrestricted full duty work, if he/she is able to perform the essential functions of the job with or without reasonable accommodation.

   NOTE: The granting, denying, or administration of short-term disability leave under this rule relates only to the ability to remain on the City's payroll as an employee and does not constitute, and is in no way related to, any disability insurance policy or other benefit to which an employee may be entitled on becoming disabled, whether such policy or benefit is issued through a City insurance program or via a private insurer.

d. An employee placed on short-term disability leave is required to use sick leave hours. If sick leave is exhausted, the employee may request use of vacation or floating holiday (must be used as a whole day) credits. If the employee uses all such leave or does not have enough leave to cover the duration of the short-term disability leave period, the employee may request to be placed on leave without pay for the balance of the short-term disability leave period.

e. If, at the conclusion of the short-term disability leave, the employee is still unable to perform the essential functions of his/her job with or without reasonable accommodation, the following options are available:

(1) The department director may require the employee to submit to another medical examination as described in Section VII.I.2.a. If the examination reveals that the employee is able to perform the essential functions of the job with or without reasonable accommodation, the employee must return to work or face discharge in accordance with Section XI-B. of the Policy, or be deemed to have abandoned his/her position and resigned.

(2) The employee may request an extension of short-term disability leave for another thirty (30) calendar day period not to exceed a total of three (3) consecutive months. The department director may require the employee to produce medical certification indicating that he/she remains unable to perform the essential functions of the job during these periods. Such requests may be granted under exceptional circumstances, depending on the operational needs of the department.

(3) The department director may refer the employee to the Alternate Employment Program, as outlined in Section IX-F of this Policy.

(4) The department director may accept the employee's voluntary written resignation for reason of inability to perform assigned duties.

(5) The employee may be non-disciplinarily separated for inability to perform.

f. While under short-term disability leave without pay, the City will continue to pay the employer portion of any group health premiums, however, it is the employee's responsibility to pay any group health and life insurance premiums that are normally paid by the employee. Such monthly premiums must be paid by the employee prior to the effective month of coverage (or as otherwise required by the plan); otherwise, coverage may terminate.

I. Domestic Violence Leave

1. Pursuant to Florida Statutes § 741.313, an employee who has been employed for 3 or more months is permitted to request up to 3 working days of paid or unpaid leave during any rolling 12 month period if the employee, or a family or household member of the employee is the victim of domestic violence, where such leave is taken to:

    a. Seek an injunction for protection against domestic violence or an injunction for protection in cases of repeat violence, dating violence, or sexual violence;

    b. Obtain medical or mental health care for the employee or family or household member to address injuries resulting from an act of domestic violence;

    c. Make the employee's home secure from the perpetrator of domestic violence or to seek new housing to escape the perpetrator; or

    d. Seek legal assistance or attend court proceedings arising from an act of domestic violence.

2. Domestic violence leave shall be coded as paid vacation or sick leave (depending on whether the reason for taking the leave is to seek medical treatment or not) to the extent the employee has sufficient balances in his or her relevant leave account. Otherwise, the leave shall be coded as no pay.

3. Except in cases of imminent danger to the health or safety of the employee or family or household member, an employee seeking domestic violence leave must provide appropriate advanced notice of the leave request and may be required to produce sufficient documentation to support the requested leave. To the extent an employee provides personal identifying information related to a request for domestic violence leave, such information shall be maintained by the department as confidential and exempt from public records disclosure, pursuant to Florida Statutes § 741.313(4)(c)(2).

4. Employees who feel they are not being granted domestic violence leave should contact a Human Resources Staff to determine eligibility and obtain a suitable resolution to the matter.

J. Leaves of Absence Without Pay

Note: Family and Medical Leave Act (FMLA) eligibility will be considered and may run concurrently with Leaves of Absence Without Pay which are unrelated to judicial proceedings. (See FMLA Section: VII.L.)

1. Leaves of absence without pay will only be allowed upon depletion of applicable accrued leave balances. The exception to this would be an employee who requests a leave of absence without pay to supplement military leave.

2. The decision to grant leaves of absence without pay is a matter of administrative discretion and must be approved by the department director.

3. Leaves of absence without pay may be approved up to a maximum of three (3) months.

4. While under a leave of absence without pay, the City will continue to pay the employer portion of any group health premiums, however, any group health and life insurance premiums that are normally paid by the employee must continue to be paid by the employee. Applicable monthly premiums must be paid by the employee prior to the effective month of coverage (or as otherwise required by the plan); otherwise, coverage will be canceled at the beginning of the delinquent period.

K. Family and Medical Leave Act of 1993 (FMLA)

Note: This section of Policy is intended to set guidelines only and does not represent the Family and Medical Leave Act of 1993 in its entirety. FMLA procedures may differ from other types of City leave but FMLA does not provide any additional paid leave accruals over the City's other leave awards. (If further information is needed, contact the Human Resources Department.) FMLA use will be tracked concurrently with other types of leave where the reason for the leave is an FMLA-qualifying event. There are two general FMLA types, Basic Leave (see Section VII.L.1, et seq.) and Military Family Leave (see Section VII.L.15).

1. Basic FMLA Eligibility and Qualifying Events

The Family and Medical Leave Act (FMLA) is not to be considered as a separate or distinct form of leave. Instead, it is a law which provides for protection for employees who take leave from work for a covered reason, regardless of the pay code used. The FMLA authorizes an employee with 12 months of City service, who has worked at least 1,250 hours during the 12 months preceding commencement of leave, a maximum of 12 weeks of FMLA, job-protected, leave during a 12-month period. The 12 month-period is based on a rolling 12-month period beginning with the most recent day upon which coverage is requested and counting back 12 months. Basic FMLA leave may be taken for the following reasons:

a. The birth of a son or daughter of an employee and to care for the newborn child;

b. The placement of a son or daughter with an employee for adoption or foster care (entitlement to leave for birth, placement for adoption or foster care of a son or daughter expires 12 months from the date of the birth or placement of the child);

c. In order to care for the employee's spouse, son, daughter or natural or adoptive parent with a serious health condition.

For purposes of this policy, definitions of spouse, son, daughter or parent are:

(1) Spouse means a husband or wife as defined or recognized under State law for purposes of marriage in the State where the employee resides. (Note: Florida does not recognize common law marriage.)

(2) Parent means a biological parent or an individual who stands or stood "in loco parentis" to an employee when the employee was a son or daughter as defined in (3) below. This term does not include parents "in law".

(3) Son or daughter means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing "in loco parentis" who is either under age 18, or age 18 or older and "incapable of self-care because of a mental or physical disability."

d. A serious health condition which renders the employee unable to perform one or more functions of the employee's position.

2. Serious Health Condition

A "serious health condition" means an illness, injury, impairment, or physical or mental

condition that involves either:

a. In-patient care (i. e., an overnight stay) in a hospital, hospice facility, including any period of incapacity (for purposes of this policy defined to mean inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment therefor, or recovery therefrom), or any subsequent treatment in connection with such in-patient care; or

b. Continuing treatment by a health care provider, which includes any one or more of the following:

(1) A period of incapacity (i. e., inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment therefore, or recovery there from) of more than three (3) consecutive calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that also involves:

(a) Treatment two or more times by a health care provider, by a nurse or physician's assistant under direct supervision of a health care provider, or by a provider of health care services (e.g., physical therapist) under orders of, or on referral by, a health care provider; or

(b) Treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of the health care provider.

(2) Any period of incapacity due to pregnancy, or for prenatal care.

(3) Any period of incapacity or treatment for such incapacity due to a chronic serious health condition.

(4) A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective.

(5) Any period of absence to receive multiple treatments (including any period of recovery there from) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), kidney disease (dialysis).

(6) FMLA leave for a serious health condition may be intermittent under the following circumstances: For intermittent leave or leave on a reduced leave schedule, there must be a medical need for leave (as distinguished from voluntary treatments and procedures) and it must be that such medical need can be best accommodated through an intermittent or reduced leave schedule. The treatment regimen and other information described in the certification of a serious health condition meets the requirement for certification of the medical necessity of intermittent leave or leave on a reduced leave schedule. Employees needing intermittent FMLA leave or leave on a reduced leave schedule must attempt to schedule their leave so as not to disrupt the

employer's operations. In addition, the employer may assign an employee to an alternative position with equivalent pay and benefits that better accommodates the employee's intermittent or reduced leave schedule.

c. When leave is taken after the birth, or placement of a child for adoption or foster care, an employee may take leave intermittently or on a reduced leave schedule only if the employer agrees. However, the employer's agreement is not required for leave during which the mother has a serious health condition in connection with the birth of her child or if the newborn child has a serious health condition.

3. Medical Certification

a. The employer may require that an employee's leave to care for the employee's seriously ill spouse, son, daughter, or parent, or due to the employee's own serious health condition that makes the employee unable to perform one or more of the essential functions of the employee's position, be supported by a medical certification issued by the certified health care provider of the employee or the employee's ill family member.

b. When leave is foreseeable and at least 30 days-notice has been provided, the employee should provide the medical certification before the leave begins. When this is not possible, the employee must provide the requested certification to the employer within the time frame requested by the employer (which must allow at least 15 calendar days after the employer's request), unless it is not practicable under the particular circumstances to do so despite the employee's diligent, good faith efforts. Failure to provide the appropriate healthcare certifications after having been requested to do so may result in disciplinary action, and/or in the delay or denial of approval of FMLA leave.

c. In accordance with Department of Labor (DOL) rules, if the employer has reason to doubt the validity of the medical certification, the employer may request, at the employer's expense, a second or third health care provider's opinion for leave taken because of a serious health condition. The employer may also require subsequent recertification from the employee's health care provider on a reasonable basis, in accordance with DOL rules, which normally will not be more than every thirty (30) days. No second or third opinion on recertification may be required.

4. Spouses Working for the Same Employer

If both spouses work for the same employer (Board of Commissioners), the combined leave shall not exceed 12 weeks in the 12-month period, if the leave is taken:

a. for birth of the employee's son or daughter or to care for the child after birth;

b. for placement of a son or daughter with the employee for adoption or foster care, or to care for the child after placement; or

c. to care for the employee's parent with a serious health condition.

5. Health Insurance Premiums

(Note: Any questions regarding employee health insurance premiums while under FMLA should be directed to the health insurance policy administrator.)

a. During FMLA leaves of absence, the employer will continue to pay its portion of the health insurance premiums and maintain the employee's coverage under the health plan in the same manner as if the employee had been continuously employed during the entire leave period, provided the employee continues to pay his or her share of the premiums normally paid by the employee.

b. Should the employee fail to continue to pay his or her share of the premiums, notices of proposed insurance cancellation and the opportunity to pay the premium as required by the FMLA will be provided before cancellation.

c. Employees will be advised well in advance of any changes in premiums so they will have ample opportunity to make arrangements to continue to pay their share of the premiums during the Family Medical Leave. To avoid required reimbursement, appropriate certification from a health care provider may be required if the employee does not return to work because of a serious health condition.

6. Benefit Accruals

a. During FMLA leave, the FMLA does not require accrual of employment benefits, such as vacation leave, sick leave, etc. Accordingly, during unpaid FMLA leave, accrual of benefits shall be on the same basis as for any other unpaid leaves of absence. Paid FMLA leave will continue to accrue vacation, sick, etc., on the same basis as other types of paid leave. With respect to pension and other retirement plans, any period of unpaid FMLA leave shall not be treated as or counted toward a break in service for purposes of vesting and eligibility to participate. Employment benefits to which an employee may be entitled on the day on which the Family and Medical Leave of absence begins will not be lost because of such leave, except for those paid leave days substituted for leave taken under this policy.

b. Employees on unpaid FMLA leave are to be treated as if they continued to work for purposes of changes to benefit plans. They are entitled to changes in benefits plans, except those which may be dependent upon seniority or accrual during the leave period, immediately upon return from leave or to the same extent they would have qualified if no leave had been taken.

c. Employees will not be disqualified from bonuses based upon safety for which they qualified prior to leave because of the taking of FMLA leave.

7. Relationship to Paid Leave

a. Employees will be required to substitute paid sick leave for an equivalent portion of FMLA leave for a serious health condition.

b. If eligible sick leave is exhausted, the employee will be required to substitute any other available paid leave sources, as outlined in Section VII.B.7. If all eligible leave balances are exhausted, any FMLA leave entitlement remaining will be coded as FMLA, no-pay status.

c. To the extent the City does not provide paid sick leave for a condition covered by FMLA, neither this policy nor the FMLA entitles the employee to paid leave. However, under paragraphs a. and b. above, paid leave and the FMLA leave will run concurrently.

d. Workers' Compensation or Short-Term Disability-based leaves, whether paid or unpaid, will run concurrently with FMLA leave when the reason for the leave is an FMLA qualifying event.

e. To the extent an event occurs which makes an employee eligible for an alternative form of leave not related to absence due to covered medical reason (for instance family death and ensuing need for bereavement leave), the employee's use of such leave will not be counted as an FMLA absence.

8. Return from Family Medical Leave

a. With the exception of certain "key" employees (salaried FMLA-eligible employees among highest paid 10 percent of all employees employed by the employer), those who return to work from FMLA leave within or on the business day following the expiration of the leave are entitled to return to their job or a position with equivalent benefits, pay and other terms and conditions of employment. Designation of "key" employee status and whether such status will affect the employee's right to reinstatement will be made at the time the employee gives notice of the need for leave, or at the commencement of leave, whichever is earlier, or as soon as practicable thereafter if such determinations cannot be made at that time.

b. Failure to return to work upon completion or expiration of FMLA-protected leave could result in termination of employment, in accordance with FMLA rules and regulations and the Madeira Beach Personnel Policy, Rules, and Procedures Manual.

9. FMLA Procedures and Forms:

Department directors, managers, supervisors and personnel liaisons shall review, be familiar with, and make use of procedures applicable to requesting, qualifying for, and approval of FMLA coverage. Requests for FMLA-covered leave must be submitted through use of the City's leave request system at least thirty (30) days before the leave is to begin if need for leave is foreseeable based on an expected birth, placement for adoption or foster care, or planned medical treatment for a serious health condition of the employee or a family member. If thirty (30) days-notice is not practicable, such as because of a lack of knowledge of approximately when leave will be required to begin, change in circumstances, or medical

emergency, notice must be given as soon as practicable. (Note: Notwithstanding any requirement to submit leave requests via the established leave request system, verbal notice, or the City's knowledge of the need for FMLA qualified leave, is sufficient to trigger the obligations under the FMLA.) Once the department has acquired knowledge that the leave is being taken for an FMLA eligible reason, whether from the employee, a health care provider or some other reliable source, the department will notify the employee, on an official Employer Response Form signed by the director, that the leave is being designated as FMLA qualified and whether it will be paid or unpaid leave (according to whether or not the employee has chargeable accrued balances.)

10. Counting FMLA Leave

To the extent allowed by law, in the event an absence is for a reason covered by the FMLA, the City will designate it as Family Medical Leave-protected whether the employee has applied for it or not. When this occurs, the employee will be promptly notified as described above. Tracking of FMLA leave is the responsibility of the employee and the employee's department. FMLA is specific to the individual employee, not to the particular health condition or family event. Therefore, employees should be aware that the maximum 12 week protection period will be inclusive of all covered conditions and events which happen within the applicable 12 month period. Additionally, where the City obtains unequivocal confirmation, either from the employee or a health care provider, that the employee does not intend to return, or the employee’s medical condition will prevent the employee from returning to full duty permanently, or for a significant or indefinite extended period past the FMLA period, the City may terminate employment even where the 12 week period has not yet run, and the employee's entitlement to continued leave, maintenance of health benefits, and reemployment will cease.

11. Coordination

Absences due to sickness or injury, whether paid or unpaid, including absences for work-related sickness or injury that are also covered by the FMLA, will be considered for FMLA leave.

12. Employee Obligations

During FMLA leave, employees must periodically report on their medical status and intent to return to work. Upon taking such leave, the employee will be advised of the reporting requirements.

13. Medical Certification Upon Return to Work

An employee who has taken FMLA-covered leave for his/her own health condition (whatever pay code) may be required to obtain certification from the employee's health care provider, based on a job and FMLA condition-related fitness-for-duty exam at the employee’s expense, that the employee is able to perform the essential functions of his/her job before being allowed to return to work.

14. Failure to Cooperate

Employees who fail to provide information, which Madeira Beach is allowed by law to require the employee to provide, may have their leave delayed, or not counted as FMLA leave, and be subject to discipline up to and including discharge as permitted by law.

15. FMLA Military Family Leave.

In addition to the FMLA-protected categories above, Congress's 2007 and 2010 FMLA military family leave amendments in the 2013 Final Rule provide that employees eligible for FMLA leave are entitled to leave for a covered family member's service in the Armed Forces under the following circumstances:

a. Qualifying Exigency Leave. Up to 12 weeks of unpaid leave in any 12 month period for a qualifying exigency arising out of a covered employee's spouse, son, daughter, or parent's Armed Forces (including members of the National Guard or Reserves) covered active duty or notification of an impending call or order to active duty in the support of a contingency operation; or

b. Military Caregiver Leave. Up to 26 weeks of unpaid leave in a single, 12 month period for an employee to care for his or her spouse, son, daughter, parent, or next of kin, a service member/covered veteran, recovering from a serious injury or illness suffered while on active duty in the armed forces. FMLA leave taken for family military leave runs concurrent with other leave entitlements, as allowed under federal, state and local law.

Qualifying exigencies may arise when the employee's spouse, son, daughter or parent who is a member of the Armed Forces (including the National Guard and Reserves) and who is on covered active duty or has been notified of an impending call or order to covered active duty.

Qualifying exigencies categories.

- Issues arising from the military member's short notice deployment (within seven or less days of notice)
- attending military events and related activities
- to arrange for childcare and related activities
- issues related to care of the military member's parent who is incapable of self-care
- making or updating financial and legal arrangements
- Attending counseling
- Rest and Recuperation leave during deployment (up to 15 calendar days)
- Post-deployment activities (within 90 days of the end of the military member's covered active duty)
- Any other event that the employee and employer agree is a qualifying exigency

Should an employee request FMLA military family leave for a qualifying exigency, please

consult with Human Resources and the City Attorney's Office for additional guidance.

Contingency operation. A "contingency operation" means a military operation that is designated by the Secretary of Defense as an operation in which members of the armed forces are or may become involved in military actions, operations, or hostilities against an enemy of the United States or against an opposing military force; or results in the call or order to, or retention on, active duty of members of the uniformed services during a war or during a national emergency declared by the President or Congress.

Covered active duty is duty during deployment of the covered service member of the Armed Forces to a foreign Country.

For members of the National Guard and Reserves, covered active duty is duty during deployment of the member with the Armed Forces to a foreign country under a call or order to active duty in a contingency operation.

Deployment to a foreign country means deployment to areas outside of the United States, the District of Columbia, or any Territory or possession of the United States. It also includes deployment to international waters.

Service member is a current member of the Armed Forces, including a member of the National Guard or Reserves who is receiving medical treatment, recuperation, or therapy, or in outpatient status, or is on the temporary disability retired list for a serious injury or illness.

Covered veteran is an individual who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran. The period between enactment of the FY 2010 NDAA on October 28, 2009 and effective date of the 2013 Final Rule is excluded in the determination of the five-year period for covered veteran status.

The covered veteran is undergoing medical treatment, recuperation, or therapy for a serious injury or illness if he or she:

- was a member of the Armed Forces (including a member of the National Guard or Reserves);
- was discharged or released under conditions other than dishonorable; and
- was discharged within the five-year period before the eligible employee first takes FMLA military caregiver leave to care for him or her.

Serious injury or illness. A serious injury or illness means an injury or illness that is/was incurred by the covered service member in the line of duty on active duty in the Armed Forces (including National Guard and Reserves) and rendered the service member unable to perform the duties of the service member's office, grade, rank, or rating. A serious injury or illness also includes injuries or illnesses that existed before the service member's active duty and that were aggravated by service in the line of duty on active duty.

Serious injury or illness for a veteran means an injury or illness that was incurred by the

covered veteran in the line of duty on active duty in the Armed Forces or that existed before the veteran's active duty and was aggravated by service in the line of duty on active duty, and that is either:

1. A continuation of a serious injury or illness that was incurred or aggravated when the veteran was a member of the Armed Forces and rendered the service member unable to perform the duties of the service member's office, grade, rank or rating; or

2. A physical or mental condition for which the veteran has received a U.S. Department of Veterans Affairs Services Related Disability rating (VASRD) of 50% or greater, and the need for military caregiver leave is related to that condition; or

3. A physical or mental condition that substantially impairs the veteran's ability to work because of a disability or disabilities related to military service, or would do so absent treatment; or

4. An injury that is the basis for the veteran's enrollment in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

In order to obtain military family leave to care for a family member who is recovering from an injury or illness suffered while on active duty in the armed forces, an employee must demonstrate a qualifying injury or illness is suffered by a covered family member who is a service member/veteran of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list for a serious injury or illness.

The term "outpatient status" means the status of a member/veteran of the armed forces assigned to a military medical treatment facility as an outpatient, or a unit established for the purpose of providing command and control of members of the armed forces receiving medical care as outpatients. The illness or injury must be serious enough to render the person unable to perform the duties of the member's office, grade, rank, or rating.

Next of kin. "Next of kin" is defined as the nearest blood relative to that individual.

Substitution of paid leave for military family leave. For leave taken for a qualifying exigency or for injured serviceperson caregiver leave, an eligible employee will be required to use available paid leave balances in the same manner as the City requires for other FMLA leave taken as noted below:

Qualifying Exigency Leave: Vacation then No Pay

Military Care Giver Leave: Vacation then No Pay.

Married employees. When both husband and wife work for the City, the aggregate amount of leave that can be taken by the husband and wife is 26 weeks in a single 12 month period for serviceperson caregiver leave, or a combination of active duty leave and serviceperson caregiver leave. The aggregate number of workweeks of leave to which both that husband and wife can take for only active-duty leave is 12 weeks.

Notice and certification. If the need for leave is foreseeable, the employee must provide

such notice to the City as is reasonable and practicable. Employees requesting leave under this section shall provide certification for the need for the leave on such forms as may be developed in the Secretary of Labor's final regulations, as modified by the City.

Calculating the 12-month period. Leave for a qualifying exigency is counted as the City calculates other categories of FMLA leave. Leave to care for a covered spouse, son, daughter, parent, or next of kin recovering from an injury or illness suffered while on active duty in the armed forces is a one-time benefit and as such, the 26 weeks are only available during a single, 12-month period. The City will begin counting the 12-month period on the first day of leave taken to care for the injured or ill service person.

Note: This FMLA military family leave policy supplements the City's main FMLA policy and provides general notice of employee rights to such leave. Except as discussed above, an employee's rights and obligations to FMLA military family leave are governed by the City's main FMLA policy and application/approval procedures.

L. Judicial Leave

Leaves of Absence Related to Judicial Proceedings

1. If an employee is arrested for, and/or charged with, an alleged violation of a federal or State law, county or municipal ordinance, or an order of a court, and/or becomes incarcerated for such reason, the concerned department director shall investigate as necessary for the purpose of determining whether to take disciplinary action and/or whether to place the employee on judicial leave of absence pending judicial proceedings. The investigation, review and action options shall be coordinated with the Human Resources Department. The decision to place an employee on leave of absence is discretionary with the department director and subject to review by the Human Resources Staff. Any decision to place an employee on judicial leave shall be final and not subject to appeal through any grievance process.

2. While in some cases the City may elect to await the outcome of judicial proceedings prior to discipline action, the City reserves the right to make its own determination regarding the facts of the case and whether its personnel rules were violated, regardless of the outcome of any criminal proceedings.

3. An employee not incarcerated while awaiting disposition of a charge may be permitted to work if it is determined by the department director that allowing the employee to work will not adversely impact City operations or citizen good will, or jeopardize the well being of other employees or citizens.

4. Judicial Leave is not a right but an option which may be exercised in the sole discretion of the City and shall be unpaid. However, an employee must use all of his or her Vacation Leave prior to any unpaid period. Nothing herein should be interpreted as preventing the City from proceeding to terminate or otherwise discipline an employee at any time after a charge or arrest where the City possesses adequate information upon which to base its decision.

VIII. ABSENCE WITHOUT AUTHORITY

None of the provisions of this Policy shall be interpreted or construed to circumvent or mitigate the rule that: Any City employee absent from his/her position of employment without approval of competent authority for a period of two (2) consecutive workdays/shifts is considered to have resigned without notice.

IX. NON-DISCIPLINARY SEPARATIONS FROM CITY EMPLOYMENT

A. Resignation

1. Resignation is the separation of an employee from City employment through submission of a written or verbal notice of intent to resign. An employee's resignation shall be deemed as accepted by Madeira Beach the moment it is tendered regardless of any stated effective date, and no supervisor, manager or director has the authority to reject or permit an employee to rescind a resignation without the express prior authorization of the City Manager.

2. An employee who wants to leave City employment in good standing must notify his/her immediate supervisor at least two (2) weeks prior to leaving. The supervisor, in turn, will notify the department director. The department director may allow the employee, under extenuating circumstances, to give less than two (2) weeks' notice and still resign in good standing. In the event the department director, in consultation with the Human Resources Staff, determines that it would be in the City's best interest to deem a resignation notice an immediate resignation or shorten the resigning employee's notice, he/she may do so.

3. Upon an employee's resignation notice, any interest in continued employment ceases, and the employee is not entitled to any due process hearing.

4. Employees who resign from City employment without two (2) weeks' notice (unless otherwise approved by the department director), may not be recommended for rehire, nor be eligible for re-employment, with the City for one (1) year following their date of termination unless approved by the Human Resources Department.

5. Each City employee separating from City employment is requested to complete an Employee Separation Survey. The purpose of this survey form is to provide management with input the employee may have about his/her job and the City. The completed form is maintained by the Human Resources Department.

6. An employee who fails to report to work for two (2) consecutive workdays/shifts without approval of competent authority is considered to have resigned without notice. (See Section VIII., Absence Without Authority.)

7. An employee who takes any step to run for a Madeira Beach Board of Commissioners seat, including opening a campaign account for that purpose, filing qualifying paperwork with the Supervisor of Elections, or conducting a press conference or issuing a press release confirming his or her candidacy, shall be deemed to have resigned his or her position with Madeira Beach as of the close of business of the date any of these actions are first taken. Nothing herein shall be read or interpreted as preventing an employee from standing for election for any other elective public office or applying for appointment to any appointive public office.

B. Retirement

1. None of the provisions of this Policy can be construed or interpreted to alter or impair the City's retirement plan.

2. There is no mandatory retirement age for employees of Madeira Beach unless otherwise provided by Florida Statute or a pension plan provision. Continued employment is determined by the employee's ability to perform satisfactorily in the job classification assigned.

3. Employee assistance and retirement information is available from the Human Resources Staff as needed. Department directors should urge their employees to contact the Human Resources Department for such time as is required under Florida Retirement System regulations in advance of the anticipated retirement date, to allow time to process retirement benefits.

4. Employees who have retired from City employment may be re-hired by the City in any position and under such terms and conditions as the City may offer, consistent with policies or procedures applicable at the time of application.

5. Employees who retire prior to December 31st of a given year are eligible for vacation leave payout as provided for in Section VII.A.6 of this Policy Manual.

C. Death

1. Separation is effective on the date the death occurs.

2. All compensation due the employee at separation is paid to the beneficiary, surviving spouse, or to the estate of the employee, as determined by law or by executed forms in the employee's official personnel file.

3. Department directors must immediately report an employee's death, regardless of cause, to the Human Resources Staff and initiate the appropriate separation paperwork forthwith.

D. Layoff

1. It is the intent of the Board of Commissioners to provide stable employment to members of the City of Madeira Beach's workforce. However, there may be occasions which necessitate a reduction in the City workforce.

2. A reduction of work force may be instituted in cases of bona fide budget reduction, lack of work, lack of funds, program or grant discontinuation, technological replacement, or any other significant organizational change or condition of serious financial distress that may occur. When such conditions exist, the department director may, after coordination with the Human Resources Staff and approval by the City Manager, proceed to lay off an employee or employees. To the extent a reduction in force is necessitated by the City Manager's proposed budget, layoff decisions shall be consistent with the programs, services or operations to be reduced or eliminated by such budget.

3. A reduction in workforce may be made by work site assignment and/or specific function performed and/or unique skills or qualifications held and/or by general job classification and/or by pay grade within the affected department, or division or operation thereof. Layoffs which are targeted solely at reduction of salary costs must fairly target the foregoing employee classifications in a roughly uniform way so as not to cause the layoff of a more senior worker where a more junior employee performing the exact same duties and working at the same location is earning more.

4. The duties previously performed by a laid-off employee may be reassigned to other employees already working in positions in appropriate job classifications.

5. The Human Resources Department, with appropriate advice from the City Attorney, shall review any reduction in force proposals prior to their implementation so as to review such proposals to minimize negative impacts on prior equal employment gains in impacted work units, and advise the City Manager on any labor law implications.

6. Layoff Priority

    a. In the event of layoff, primary consideration will be on the factors set out in Section IX.D.3. Thereafter, the order of layoff shall begin with temporary then probationary employees. The next order of layoff shall begin with the employee who has the least seniority (see Section IX.D.6.b.).

    b. Seniority shall be determined by City-wide continuous service. Rules of continuous service shall be observed in deciding the date of last hire for the purpose of seniority determination.

    c. If two or more individuals should have the same hire date for determining seniority, the employee with the most disciplinary and/or counseling notices shall be laid off first.

d. In accordance with prevailing veteran laws, including Chapter 295, Florida Statutes, certain veterans and spouses of certain veterans may be eligible for preference in retention when layoffs are necessitated. Human Resources shall review layoff proposals to ensure compliance with such laws.

7. City employees who are scheduled for layoff shall not have "bumping rights" to other positions in any City department. However, where the City is able to forecast a layoff in advance, the City may establish a time period wherein employees subject to a pending layoff will be permitted to apply for open positions. During this period, such employees shall, when being considered by interviewing departments, receive preference in hiring where they are otherwise equally qualified with other candidates. Nothing herein, however, is intended to require the hiring of any such employee by a department where another candidate is clearly more qualified for the position.

8. Employees scheduled for layoff may, if offered by the City, elect to accept transfer to vacant City positions for which they are qualified. Such transfer offers may be made at the discretion of the City and must be accepted by the employee within 3 days of receipt of the written offer. The employee's pay rate would be adjusted in accordance with Policy for any other City employee changing positions within the City. Employees who accept a transfer offer under this paragraph shall not be further entitled to any reinstatement to their prior position.

9. However, employees on layoff status with no offer of transfer, may for a period of twelve (12) months from the date of layoff apply and receive preference in interviewing for or receipt of any job for which they are minimally qualified.

10. Human Resources Department shall ensure Employee Health Benefits is made aware of any layoffs to ensure proper COBRA notices are provided.

11. Reinstatement

    a. Laid-off employees, who have not accepted an offer of transfer to a different City position, have priority for reinstatement, according to seniority, in jobs within their classifications at the time of separation for twelve (12) months following the effective date of layoff. Laid-off employees reinstated to those classifications within the twelve (12) month period shall have their previous dates of hire restored (including vacation and sick leave accrual rates and any unpaid sick leave balances in effect at the time of layoff). However, recalled employees may not be offered the rate of pay they had prior to their layoff, where fiscal conditions require a reduced rate for the position. At the end of the twelve (12) month period, all laid-off employees' rights associated with reinstatement are concluded. The City offers reinstatement to laid-off employees by certified mail to the last known address. (Note: It is the laid-off employee's responsibility to keep the Human Resources Department notified of any change of address, if he/she is interested in reinstatement.)

b. Reinstatement is offered to laid-off employees provided they are qualified (medical certification may be required) to perform the essential duties of the job, and are in compliance with current pre-employment requirements including the City's Drug Free Workplace Program. A laid-off employee, who is temporarily unable to accept an offer of reinstatement due to medical certification, may request a delay in starting work, not to exceed thirty (30) calendar days.

c. The return to work date for a laid-off employee, who is qualified to return to work and compliant with all pre-employment requirements, is determined by the City's requirements, but the employee must be available for work no later than two (2) weeks following notice or his/her seniority will be forfeited and he/she is no longer considered eligible for reinstatement under the Layoff procedures.

d. If the employee fails to report to the Human Resources Staff within three (3) business days after receipt of the certified notice or if the employee does not meet all current pre-employment requirements, his/her seniority is forfeited and he/she is no longer considered eligible for reinstatement under the Layoff procedures.

12. Employees who are scheduled for layoff do not have the right to submit appeals or complaints in regard to layoff actions, except for reasons of alleged violation of these policies and procedures governing such reduction of work force, or for alleged acts of illegal discrimination. The City Manager may elect to offer separation agreements to employees subject to layoff. Such agreements should be reviewed by the City Attorney’s Office prior to being offered.

13. Employees who are scheduled for layoff should contact Human Resources to discuss their medical coverage and other health benefits.

14. The Human Resources Department shall make all reasonable efforts to provide outplacement assistance and services to laid-off employees.

E. Disability Separation/Reasonable Accommodation

1. All employees of the City are expected to be able to perform the essential functions of the positions they hold. At times, a physical or mental impairment may cause an employee to become unable to perform one or more job functions. In such circumstance, it will be the responsibility of the employee's department, in consultation with the Human Resources Department, to work with the employee to identify reasonable accommodations which will permit the employee to perform all essential job functions. This process may take more than one try, depending on the specific facts of the case.

2. Though the employee's input on accommodations should be given weight, an employee is not entitled to demand a particular accommodation if the department wishes to provide a different accommodation, so long as the accommodation will permit the employee to perform his or her job functions. The Human Resources Department and the City Attorney's Office should be consulted where any questions arise over the identification of accommodations.

3. If no reasonable accommodation can be identified, or if attempts at accommodations fail, or if the employee declines to accept reasonable accommodations offered by the department, then the department director, prior to separation, may refer the employee to the Alternate Employment Program (AEP). Such referrals shall be in writing and shall review the accommodations attempts made by the department.

4. An employee may be terminated when he/she is unable to perform the essential functions of the job because of a physical or mental impairment and where no reasonable accommodation has been identified or accepted. Separations based on the employee's inability to perform the essential functions of the job under the provisions of this section will not be considered disciplinary terminations.

5. If the inability to perform the job occurs due to an on-the-job injury, the employee should be given a reasonable opportunity to reach maximum medical improvement (MMI) as stated by the Workers' Compensation doctor before being evaluated for mandatory participation in the Alternate Employment Program (AEP) unless such inability has existed for more than 12 weeks in the immediate prior 12 month period. The point in time at which an employee is considered for discharge for an illness or off-duty injury will be dependent upon the needs of the department in conjunction with the availability of a definitive recovery prognosis. Nothing herein prohibits discharge for inability to perform duties, regardless of the source of illness or injury, where the continued non-performance of essential job functions by the employee results in an extreme hardship for the City department or operation involved.

F. Alternate Employment Program (AEP)

1. When the City receives information an employee has medical restrictions/limitations that appear to prevent the employee from performing the essential functions of the job and the department cannot provide or the employee does not accept reasonable accommodation(s) which would allow the performance of the essential job functions, the department director shall submit the appropriate referral form to the Human Resources Staff indicating the information received regarding the restrictions and how those restrictions prevent the employee from performing the essential job functions. The department director shall also indicate what efforts were made to identify reasonable accommodations; what accommodations were suggested by the employee; and why any potential accommodations were rejected by the department as an undue hardship. The Human Resources Staff will determine if the rationale are sufficient. If not, an independent medical and/or vocational evaluation may be arranged to further explore the potential for an accommodation.

2. After the Human Resources Staff receives sufficient notice from a physician and/or vocational rehabilitation counselor and the department that the employee is restricted in such a manner that he/she can no longer perform essential job functions, an HR representative will meet with the employee and over a 90-day period assist him/her in searching for suitable alternate employment within the City. The 90-day period shall be consecutive calendar days from the time the employee is notified in writing of acceptance into the AEP. Where deemed necessary by the Human Resources Staff, a vocational rehabilitation counselor may be utilized in the search for alternate employment.

3. The HR representative shall maintain a list of all vacancies which occur during the 90-day period and evaluate the requirements for each vacant position vis-a-vis the individual's qualifications and capabilities. Employees in the AEP can be considered for any currently-vacant budgeted position which he/she would be otherwise qualified for, either with or without an accommodation. The HR representative will refer the employee to the department where an opening exists for an interview provided the employee executes an application, meets the qualifications for the position and satisfies all requirements with respect to testing, licensing and certification.

4. If suitable alternate employment has not been arranged within the 90-day period following the employee's entrance into the AEP, the employee administering the AEP will notify Human Resources that no suitable alternate position was identified or accepted. Human Resources will thereafter notify the employee's department director that the employee may be discharged.

5. If the employee should recuperate to the extent that he/she can perform the essential functions of the job within nine (9) months of termination under this policy, he/she may contact the Human Resources Department and the employee's former Director may authorize reinstatement upon receipt of acceptable evidence that the employee can satisfactorily perform the job, providing there is a vacancy. The individual may continue to check the City job postings and may apply for other positions within the City as they occur. Nothing in this policy should be construed as creating a right to transfer to a different position, a right to reinstatement after termination under this policy, nor a right to any particular wage rate upon reinstatement.

X. CODE OF ETHICS FOR OFFICERS AND EMPLOYEES

1. Officer and Employee Ethics: Officers and employees are required to conduct the affairs of the City in an ethical manner in accordance with the Code of Ethics for Public Officers and Employees (Florida Statutes 112.311 - 112.326), including, but not limited to, the following:

   a. Duties and obligations will be discharged in a manner that reflects credibility upon the City. Conduct that gives the appearance that decisions and actions are motivated by personal relationships or for personal gain do not meet the standards of conduct for employees under the Policy.

   b. In conducting the affairs of the City, no employee shall seek or assure a favorable decision or service by any person or entity, public or private, through acceptance of gifts, loans, favors, or any other form of unethical or unlawful conduct.

   c. Employees shall not be employed or accept employment with any business entity or agency or engage in a professional activity which might result in a conflict of interest or cause/require the employee to disclose confidential information acquired as a result of his/her official capacity with the City. Approval of secondary employment shall be obtained as provided for in Section XVII of this Policy regarding outside employment.

   d. No City officer or employee shall solicit or accept anything of value to the recipient such as a gift (including Christmas gift), favor, loan, reward, promise of future employment, preferred service, benefit, or concession that would reasonably tend to improperly influence the officer or employee in the discharge of his or her official duties or give the appearance of improperly influencing the officer or employee.

   e. No City officer or employee shall disclose/use information not available to members of the general public and gained by reason of his or her official position for his or her personal gain or benefit or for the personal gain or benefit of any other person or business entity.

   f. No City officer or employee shall transact, or solicit to transact any business in his or her official capacity with any business entity of which the officer or employee, or his or her spouse or child is an officer, director, agent, or member, or in which the officer or employee or his/her spouse or child owns a financial interest, or otherwise has any material interest therein. Nor shall a City officer or employee, acting in a private capacity, transact or solicit to transact any business with the City, or with any of its subdivisions or agencies.

   g. No City officer or employee shall have personal investments in any business which would reasonably create a conflict between his or her private interests and the City's interest.

   h. No City officer or employee or his or her spouse or minor child shall, at any time, accept any compensation, payment or thing of value when he or she knows, or with the exercise of reasonable care, should know, that it was given to influence a vote or other action in which the officer or employee was expected to participate in his or her official capacity.

i. No City officer or employee shall have or hold any employment or contractual relationship with any business entity or agency which is subject to the regulation of, or is doing business with the City, or any part of the City of which he or she is an officer or employee. Nor shall any City officer or employee have or hold any employment or contractual relationship which will create a continuing or frequently recurring conflict between his or her private interests and the performance of his or her public duties, or that would impede the full and faithful discharge of his or her public duties.

j. Violations of the Code of Ethics for Public Officers and Employees are violations of State law and can result in fines, removal from employment, and criminal conviction; as well as in discipline including discharge from City employment.

2. Certain City public officers and employees, including "Local Officers," "Procurement Employees," "Legislative Analysts," and those who are required by law to file either limited financial disclosure forms (Form 1), or full financial disclosure forms (Form 6), are under more stringent requirements, especially with regard to the acceptance of gifts and honoraria.

3. City employees are encouraged to seek guidance from the City Attorney and/or the Human Resources Department if there is any question whatsoever about the propriety of any contemplated action prior to such action being undertaken. A copy of the statutory Code of Ethics may be obtained by contacting the City Attorney's Office. Employees may also request, through their department directors, a formal request for an opinion from the Florida Commission on Ethics in Tallahassee. Such requests shall be directed to the City Attorney's Office, which shall formulate the request and be the point of contact with the Commission.

4. Procedures Upon Offering of Group Gift-From time to time, including during holidays, City departments, divisions, crews or individuals may receive or be offered gifts including gift certificates, baskets, tickets, food, or other items of value, from developers, vendors, contractors, lobbyists and other persons who conduct, have conducted, or seek to conduct business with Madeira Beach. In such instances, such gifts or offers should be reported to the City Manager's Office so that the gift or offer may be evaluated under the applicable ethics laws. In cases where it is determined that a gift or offer may not be accepted, the gift will be returned or offer declined. Nothing herein, however, prevents any person from presenting a gift to the City, which gift may be accepted on behalf of the City by the Board of Commissioners and used at its sole direction.

5. No current employee of Madeira Beach may serve on any Madeira Beach board, commission, task force or other body, nor hold any other office of City government, including advisory bodies. Nothing herein shall be interpreted as preventing employees from holding any office of any other governmental entity, or from serving on the board of directors of any corporation, so long as no other ethical conflict prevents such service.

6. Employees who may wish to disclose information concerning alleged violations of law or gross mismanagement, malfeasance, waste of public funds or neglect of duty by a City agent, official or contractor must follow the procedures outlined in the City's Whistle-Blower Ordinance, which are at § 50-20 through § 50-25 of the Madeira Beach Code.

XI. DISCIPLINE AND DISCHARGE

A. General Provisions

1. The level of discipline an employee will receive for a given offense varies in each case depending on the employee's past work and discipline record, seniority and the severity of the offense.

2. Employees may be disciplined by written notice alone (with or without other conditions), suspension, probation, demotion, discharge or combinations of these for an action or failure to act which adversely affects job performance or the efficient operation of the City or the work unit. It is the intent of the City that employees succeed within their own departments. Therefore, transferring unsuccessful employees from one department to another is a disfavored practice and will not generally be used to address employee performance or misconduct issues.

3. Probationary and temporary employees and other employees designated as serving at the will of the Board of Commissioners or the City Manager do not possess a property interest in their positions and therefore may, absent contrary charter or contract terms, be discharged without cause and are not entitled to any recourse in the event of discipline or discharge, except as provided in this paragraph and Section XI.D.2.d. of this Policy. Further, the City Manager may elect to grant an employee a last chance agreement or voluntary separation agreement (in a form approved by the City Attorney) and employees who have waived their appeal rights by virtue of having entered into such agreements are not entitled to appeal any subsequent discharge to the extent set forth in such agreements. If any such employee believes he/she has been disciplined or discharged as a result of illegal discrimination, the employee must follow the procedures outlined in Section XIII of this Policy regarding Illegal Discrimination or Harassment.

B. Grounds for Discipline or Discharge

Employees may be disciplined or discharged for any of the following reasons, or for any other just cause:

1. Incompetency or inefficiency in the performance of assigned duties.
2. Possession, use, sale, purchase, or attempt to sell or purchase, any illegal controlled substance, on or off duty; misuse of prescription drugs while on duty.
3. Consumption or possession of any alcoholic beverage on duty or while operating or riding in or on City vehicles or equipment or immediately prior to driving a City vehicle or operating City equipment.
4. Reporting to work, or working with, the presence of alcohol or illegal drugs in one's body; or failure to inform supervisor of use of prescription or non-prescription medication which may affect the employee's ability to safely and effectively perform job functions, or otherwise reporting to work while either mentally or physically unfit to perform duty.
5. Refusal to submit to drug or alcohol testing as provided for in this policy or as may be required by law; attempting to contaminate test specimens or otherwise interfering with drug or alcohol testing procedures.
6. Insubordination including refusing to perform work when assigned, or to comply with written or verbal instructions of the supervisory force, including the use of abusive or threatening language or behavior directed toward a supervisor.
7. Refusal to fully and truthfully cooperate in an investigation conducted by or at the direction of the City or to testify at any hearing or proceeding when directed to do so.
8. Interference with the work of another employee.
9. Conducting personal business during duty hours.
10. Unexcused absenteeism or tardiness, including failure to report to duty at any reasonable time.
11. Political campaigning in writing, orally, or by telephone while on the job or during work hours.
12. Carelessness or negligence in handling or control of City property or the improper appropriation of City property.
13. Willful or negligent failure to follow safety rules or procedures.
14. Discourteous, insulting, abusive, or inflammatory language or conduct toward any person, which disrupts the workplace or serves to offend any citizen, vendor or other person with whom the employee comes into contact during the performance of duties.
15. Inability to perform the essential functions of the employee's position with or without reasonable accommodation, including the inability to maintain regular attendance.

16. Failure to comply with ethical requirements in law or these Policies, including the acceptance of a gift under circumstances from which it could reasonably be inferred that the giver expects preferred treatment in a City-related matter.

17. On or off the job conduct which adversely affects the ability of the employee to perform his/her duties or the ability of another employee to perform his/her duties. This includes conduct that adversely affects the efficient operation of the City or any department, office, division, or area thereof.

18. Lying, falsifying an official document including employment applications, medical examination forms, accident records, insurance records, leave or payroll records, purchase orders, or any other dishonesty connected with the employee's job or the operation of City government.

19. Unlawful or unauthorized possession, use, or threat of use, of a deadly weapon, including a firearm, ammunition, explosive device, illegal knife, or other weapon, while on duty, on City property, or in a City vehicle.

20. Horseplay, fighting, unsafe conduct, or other disorderly misconduct, while on duty or on City of Madeira Beach property.

21. Violation of a City or departmental rule, procedure, order or regulation, any statute or ordinance related to City employment, or any provision of this Policy.

22. Unlawful or improper conduct, either on or off the job, which would tend to affect the employee’s relationship to his or her job, his or her fellow workers, or Madeira Beach’s reputation or goodwill in the community.

23. Engaging in discriminatory or harassing behavior of a verbal or physical nature which includes, but is not limited to, slurs, epithets, jokes, negative stereotyping, or other acts that relate to race, religion, gender, national origin, marital status, age or disability; or any display or written or graphic material such as photographs or cartoons that denigrates or shows hostility or aversion toward any individual or group because of same; as prohibited by Section XIII and the City’s EEO/AA Policy.

24. Violation of Florida Statute 447.505, prohibiting public employees from participating in any strike against a public employer.

25. Conviction or guilt of a felony or a misdemeanor of the first or second degree as defined by Florida statutes or federal criminal law, without regard to or status of any criminal proceeding, or any violation of a county or municipal ordinance involving moral turpitude, while either on or off the job.

26. Failure to obtain and maintain, or suspension or revocation, of a state, federal or other license/certificate required or essential to the performance of the employee's job, and failure to inform the City of such suspension or revocation of license/certification.

27. Unacceptable driving record as determined by the City Manager or department director, or the loss, suspension, or revocation, of a driver's license, when driving duties and/or possession of a valid driver's license are requirements for the employee's job.

28. Two or more related or unrelated disciplinary actions.

29. A less than satisfactory employee performance evaluation.

30. Use of City vehicles for other than City business.

31. Failure to use seat belts while driving or riding in City vehicles, or any other violation of the policies on the use of vehicles for City business.

32. Failure to notify the City Human Resources Staff of any criminal arrest, charge or conviction within three (3) business days of such arrest, charge or conviction.

33. Operating, using, or possessing tools, equipment or machines to which the employee has not been assigned, or performing other than assigned work.

34. Productivity or workmanship not up to required standards of performance.

35. Failure to properly wear a complete City uniform as provided by the employee's department, or to display proper City identification as required by departmental rules.

36. Taking more than specified time for meals and rest periods.

37. Habitual failure to properly and timely complete record of time worked.

38. Knowingly making any unauthorized marks or amendments to time records of onself or of another, or requesting or soliciting another employee to make such marks or amendments.

39. Failure to obtain and keep current the required authorization for outside employment.

40. Failure to pay just debts due, including debts to the City, or failure to make reasonable provision for the future payment of such debts, thereby causing annoyance or embarrassment to the City or its agents.

41. Failure to report immediately to the department director the loss of a City identification card or access keys.

42. Knowingly permitting another person to use your City identification card, or using another person's identification card, or altering a City identification card.

43. Failure to keep the Human Resources Department notified of current address and telephone number.

44. Unauthorized posting or removal of any matter on or from any City bulletin boards or City property.

45. Provoking or instigating a fight, or actively participating in a fight during the workday, including breaks and meal periods, or at any time while on City property.

46. Sleeping during work hours unless otherwise provided as in the Emergency Medical Service.

47. Unauthorized distribution of written or printed matter of any description on City premises.

48. Failure to report to the City Attorney's Office a request for information, or receipt of a subpoena from an attorney, law firm, or court of law in connection with City related litigation.

49. Unauthorized vending, soliciting or collecting contributions at any time on City premises.

50. Failure to comply with the City's computer and internet use policies.

51. Disregarding job duties by loafing or neglecting work during working hours or stopping work, wasting time, or loitering, or temporarily leaving assigned work area during working hours without permission.

52. Abuse of vacation or other leave privileges, including failure to follow leave request procedures or giving false information to access leave.

53. Being absent without permission or leave.

54. Deliberately misusing, destroying, damaging, or causing to be destroyed or damaged, any City property or property of a co-worker or citizen.

55. Making false claims or misrepresentations in an attempt to obtain accident benefits, workers' compensation benefits, health insurance payments, or other benefits.

56. Knowingly harboring without proper treatment, a communicable disease, which may endanger the health of other employees.

57. Concerted curtailment or restriction of production or interference with work in or about the City's work stations including, but not limited to, instigating, leading or participating in any walkout, sit-down, stand-in, slowdown, sick-out, refusal to return to work at the assigned time for the scheduled shift, or participation in a strike or any concerted activity against the City as defined in Florida Statutes. For purposes of this rule, "concerted curtailment" means a coordinated effort by two or more employees to significantly reduce or limit work output or activity.

58. Threatening, intimidating, coercing or interfering with fellow employees, supervision or the public at any time, including the use of abusive, foul or obscene language.

59. Making or publishing false, vicious or malicious statements concerning any employee, supervisor, the City or its operations.

60. Failure to report a work-related accident, illness or injury to the Risk Management Division.

61. Theft or misappropriation of City funds or other assets.

C. Progressive Discipline

1. Progressive discipline is a series of steps which provide a systematic approach to address and correct performance or behavior that fails to meet standards established by the City.

2. This subsection shall cover regular employees except those listed in Section XI.A.3, and XI.D.2.d. of this Policy. Regular employees may appeal discipline in accordance with Section XI.D.

3. Directors and supervisors may utilize this process when discipline becomes necessary in an attempt to maintain fairness and consistency. However, the step at which progressive discipline begins may vary depending on a number of factors, such as the nature and severity of the conduct, the employee's past discipline and performance record, and seniority. The Human Resources Staff may be consulted at any step in the Progressive Discipline procedure.

4. The following steps apply to progressive discipline (Note-counseling and warnings alone are not considered disciplinary action for purposes of appeal, but are available tools to use in appropriate circumstances prior to issuing discipline. However, where conduct so warrants, counseling and/or warnings may be skipped in favor of disciplinary action):

   Step 1 - Oral Counseling or Warning

   Step 2 - Written Counseling or Warning

   Step 3 - Written Discipline Notice, Suspension Without Pay, Probation, Demotion

   Step 4 - Discharge

   For purposes of this Section, the term "Probation" means that an employee who has attained the right to request a due process review of disciplinary action by having served beyond an initial or rehire probationary period shall be deemed to be back in a probationary period where the employee may be separated from employment without any such review.

5. When a supervisor determines that an employee's behavior or performance fails to meet standards established by the City or violates any provision of this policy, the supervisor should discuss such concerns with the employee and recommend a course of action for improvement. The discussion should include the following interactive process:

   a. Clearly outline the behavioral problem or performance deficiency.

   b. Allow the employee to respond to the concerns.

   c. After considering the employee response, explain expected conduct or performance changes.

   d. Establish a reasonable time frame in which improvement can be noted. In some cases, it is reasonable to expect quick improvement; other times, months may be more appropriate.

   e. Tell the employee what the consequences will be if performance does not improve.

   f. Ask the employee for a commitment to improve performance and correct the problems and follow up with the employee, providing feedback where appropriate.

g. Document this process on official Counseling/Warning or Discipline forms as appropriate.

Step 1 - Oral Counseling or Warning. Progressive discipline may begin with an informal discussion between the supervisor and the employee.

Step 2 - Written Counseling or Warning. Absent an improvement in performance, or upon recurrence of a minor violation, the supervisor issues a written warning or counseling to the employee on appropriate City form. A copy of the counseling/warning, together with a copy of the employee's response (if any) will be sent to Human Resources for inclusion in the employee's official personnel file.

Step 3 - Written Discipline Notice, Suspension without Pay, Probation, Demotion. Absent an improvement in performance following a written counseling/warning, or upon the occurrence or recurrence of a serious violation, the department director may discipline with written notice, suspend without pay, place on probation, or demote, the employee. These measures are coordinated with Human Resources. Discipline actions shall be taken through issuance of the City's official Notice of Employee Discipline form, and will be sent to Human Resources for inclusion in the employee's official personnel file.

Step 4 - Discharge. Absent an improvement in performance following suspension without pay, probation, or demotion, or upon the occurrence or recurrence of a serious violation, the department director may decide to discharge the employee. Documentation associated with discharge will be included in the employee's official personnel file.

6. The progressive discipline policies specified herein are guidelines only and shall not be interpreted as creating a condition precedent to the issuing of justified disciplinary action or any particular level of discipline. Furthermore, due to the severity of discharge, where a director is considering discharge (in cases where discharge is not mandatory), in addition to considering the most recent conduct or performance which give rise to the need to discipline, the director shall also consider the employee's entire performance and discipline history, how the director has handled similar conduct or performance in the past, and how the performance or conduct impacts the employee's co-workers, the City's operations and reputation, and the City's citizens. While each case and each employee will have its unique factors, directors should strive to administer discipline in a consistent manner across his or her department and over time.

7. Managerial, professional or confidential personnel of the City who have been designated as serving at the pleasure of the Board of Commissioners or the City Manager are not covered by this progressive discipline policy and may be terminated at any time without regard to cause. To the extent the City adopts official forms for the purpose of issuing counseling, warnings or discipline, department directors will be required to make use of such official forms to communicate these actions to employees.

D. Appeal Process

1. Discipline Not Including Discharge

    a. A regular employee, not probationary or otherwise classified as serving at-will, who is disciplined by written notice of discipline only, or by probation, suspension without pay, or demotion may, within five (5) business days (excluding weekends and holidays) after the employee is notified of the discipline, request a review by the City Manager of the discipline action. The request for review must be submitted to the Human Resources Staff in writing and must state with specificity why the employee disagrees with the discipline action. The official City form adopted by Human Resources must be used to file the appeal. Upon receipt of a timely request, the City Manager will provide a review of the discipline action, which will include an opportunity for the employee to explain to the City Manager the facts surrounding the discipline and why he/she disagrees with the disciplinary action. In addition to providing an opportunity for the employee to present his or her arguments and any related documents, the City Manager shall speak with the director who issued the discipline, any relevant witnesses provided by the employee or director, and may review any City documents which might assist the City Manager in reaching a conclusion as to the merits of the review request.

    b. The City Manager shall make the final determination in writing. In the event the City Manager determines that the discipline was unwarranted or too severe for the incident concerned, the employee's suspension will be rescinded and loss of pay, benefits, or seniority restored, or the appropriate level of discipline will be imposed as determined by the City Manager. The City Manager's decision shall be final and not appealable.

2. Discharge

    a. A regular employee, not probationary, at-will, or otherwise ineligible for appeal per Section XI.A, whose conduct is under investigation or whose discharge is contemplated, may be placed on administrative leave without pay pending a final decision. Such employee shall be offered a pre-termination meeting unless the discharge is in accordance with Section XX of this Policy or immediate dismissal is required to protect the health, safety or welfare of City employees or the public. The purpose of a pre-termination meeting is to provide the employee an opportunity to hear the charges against him or her, and to present reasons why his/her employment should not be terminated.

    b. A regular employee, not probationary, at-will, or otherwise ineligible for appeal per Section XI.A, who has been discharged for cause may file a written request for a post-termination hearing with the Human Resources Department within ten (10) calendar days following the date the notice of termination is mailed. The hearing shall be conducted by a hearing officer retained by the City Commission in the manner provided for in the City Code.

c. Within ten days after the hearing officer renders her or his findings of fact and conclusions of law related to a termination appeal, the employee may request a review of the order by the Civil Service Commission. As further set forth in the City Charter and Code, the jurisdiction of the Civil Service Commission is to interpret this Policy and any other relevant City policies, and to ultimately determine whether the City had factual and legal just cause to impose the discipline. In reaching its decision, the Civil Service Commission sits in an appellate advisory capacity. The focus is on whether, during the evidentiary hearing before the hearing officer, the City proved, through documents and witness testimony and by a preponderance of evidence, facts which demonstrate that the employee violated the cited City rules and policies. In addition to the question of proof of violation, the Civil Service Commission may also hear and consider an employee's argument that termination was not warranted. However, as to this question of proportionality, the Civil Service Commission should not impose its own managerial philosophy on the administration. Rather, it should consider factors such as whether the discipline imposed is required or allowed in this Policy, and whether the director issuing the discipline has dealt with similar past cases in the same manner in light of the particular appellant's entire record vs. other employees the appellant may seek to compare him or herself to. While the Civil Service Commission's proceedings are appellate in nature (meaning that no new evidence or testimony will be introduced and the record developed during the hearing officer proceedings (including any transcripts of witness testimony) will be the record on appeal), the Civil Service Commission may consider new evidence, but only if it finds, by separate vote, that the evidence was intentionally hidden from the employee by the City such that the employee could not have known about it at the time of the hearing officer proceedings.

d. The Civil Service Commission does not have jurisdiction over, and may not rule upon, or make findings about, any allegations of a violation of a county, state or federal law. Appellants seeking to raise such violations should do so by way of the appropriate statutory procedures.

e. Employees may not appeal letters confirming job abandonment, letters confirming separation due to inability to perform due to health issues or loss of license or qualification, last chance agreements or voluntary separation agreements, as these are not forms of discipline.

f. Discharges for violation of Section XX based on test results must proceed with the test result challenge process in that Section prior to being granted a post-termination hearing. Employees failing to challenge a test result will be deemed to have waived any right to a post-termination hearing. Employees seeking a hearing to challenge a test result are deemed to waive any medical confidentiality of records, but only to the extent the City will be required to introduce records of the test results and any related documentation the employee provides the City to rebut a positive test.

g. Upon timely receipt of a request for a post-termination hearing, the following will occur:

(1) The City Manager will refer the request to the Civil Service Commission, which will work with Human Resources staff to schedule a hearing date in a prompt and reasonable time.

(2) The City Clerk will serve as the Clerk for the proceedings, and shall maintain the

official record of evidence submitted and meeting notes. The Clerk will set the time and place of the hearing, and will notify all interested parties. The Clerk shall also ensure that hearing officers are provided with the City's standard hearing procedures to permit an orderly, efficient and fair hearing.

(3) The hearing officer will conduct the post-termination hearing as a quasi-judicial process. At a post-termination hearing, the City and the discharged employee may present evidence, examine and cross-examine witnesses, raise objections, and be represented by counsel.

(4) The hearing officer will make findings of fact and conclusions as to the application of those facts to the City's policies.

(5) The hearing officer's recommended order (and if appealed further, the Civil Service Commission's advisory opinion) will be forwarded to the City Manager who will make a final decision. In making a final decision, the City Manager may not overturn the hearing officer's findings of fact, but may reach a different conclusion as to how such facts should be applied to the City's policies. For purposes of certiorari appellate review, the City Manager's written decision shall be the final action of the City.

(6) In the event the City Manager determines that the violation was not factually supported, the employee will be reinstated without loss of pay, benefits, or seniority. Upon determining that policy violations occurred but that a disciplinary action other than termination is warranted, the City Manager shall impose the appropriate discipline, which shall not be further appealable. If the City Manager determines that policy violations occurred and that the discipline imposed was appropriate, he/she shall so find. A copy of the Manager's final written determination shall be provided to the employee.

(7) Notwithstanding the foregoing, employees may elect an alternative remedy to appeal a disciplinary action where same is provided for by applicable collective bargaining agreement.

h. Name Clearing Hearings

(1) When an employee is discharged for cause, and where the employee believes that his or her file contains stigmatizing information connected with the discharge or where a City official publishes post-termination information connected with the discharge the employee believes contains stigmatizing information, the employee may, within ten (10) calendar days of receiving notice of the discharge or of the publishing of the post-termination information, request a hearing for the sole purpose of responding to the information considered to be stigmatizing.

(2) The Civil Service Commission shall conduct a name-clearing hearing, and shall provide the discharged employee an opportunity to clear his/her name. A hearing held pursuant to this section (h) will be recorded and the record preserved for such times as may be prescribed by law or, if no such time is prescribed, for a reasonable time. Upon hearing from the former employee and any relevant City witnesses, the

Civil Service Commission may require that the City Manager remove or supplement a demonstrably false or incomplete statement or conclusion in a file, including by supplementing the file with the former employee's position, or that the City issue a retraction or clarification of a demonstrably false or incomplete statement to the public, or take some other measure requested by the former employee so as to eliminate or reduce the alleged unwarranted stigma. The Civil Service Commission may also decide to make no recommendation if one is not warranted. The mere confirmation that the former employee had been discharged, the fulfillment of a public records request for documents related to the discharge, or the former employee's disagreement with a discharge decision, will not be proper foundations for a name-clearing hearing. Such a hearing shall not entitle the employee to any relief from discharge.

XII. EMPLOYEE COMPLAINT PROCEDURE

A. Definition of Terms

1. **Complaint** - a written statement made by an employee concerning any non-disciplinary, work-related problem. The statement must be submitted on the City's official grievance form before it can be considered a "complaint."

2. **Immediate Supervisor** - the person in the chain of command to whom an employee directly reports and under whose direct supervision the employee performs his/her job.

3. **Regular Employee or Employee** - (for purposes of this Section) - a person employed by the City who is not working in a temporary status.

4. **Occurrence** - an event that caused the complaint or an incident which the employee, through the exercise of reasonable care, should have known about.

5. **Temporary Employee** - a non-regular employee (e.g., OPS, on-call, contingency, student intern) as defined in Section I.B.1. of this policy.

B. General Provisions

1. Purpose

The purpose of the Complaint Procedure is to establish a process for resolving employee work-related problems and grievances at the lowest administrative level possible and to ensure the fair, expeditious and orderly resolution same. The Complaint Procedure shall NOT be used to appeal evaluations or discipline, nor to address allegations of illegal harassment or discrimination. Complaints regarding such matters must be processed under the provisions of Section XIII, Illegal Discrimination or Harassment.

2. Coverage

a. The Employee Complaint Procedure is applicable to all regular employees.

b. Employees, including probationary and temporary employees, who wish to lodge a complaint concerning illegal discrimination must utilize the formal procedures established in Section XIII of this Policy.

c. Employees wishing to report violations of federal, state, or local laws committed by an employee or independent contractor of the City which presents a substantial and specific danger to the public's health, safety, or welfare, or an act of gross mismanagement, malfeasance, misfeasance, gross waste of public funds, or gross neglect of duty committed by an employee or agent of the City may be reported under the whistleblower provisions in Article II of Chapter 50 of the City Code.

3. Time Limits

a. The time limits set forth in this Procedure are strictly adhered to unless waived by both parties concerned or the Human Resources Staff.

b. Failure on the part of the supervisor, the department or the Human Resources Department to comply with the time limits enables the employee to proceed to the next step.

c. If an employee fails to comply with the time limits, his or her problem shall be deemed resolved, and any pending complaint shall be dismissed.

4. Responsibilities of Department Directors

a. Department directors are responsible for ensuring that supervisors promptly handle employee problems and that each employee is made aware of this Procedure.

b. Department directors are encouraged to call upon the Human Resources Staff for an interpretation of any City Personnel Policy or Procedure or for guidance regarding the application of City Personnel Policies, Rules and Procedures. Department directors are also encouraged to consult with the Human Resources Staff or designee concerning employee relations matters.

5. Available Complaint Procedures

Employees have the following procedures available to them:

a. Opportunity to file a complaint with the Human Resources Department.

b. Opportunity for informal resolution of the complaint. An effort will be made within the affected department to resolve the problem informally through the use of representatives of the Human Resources Department, as necessary.

c. Opportunity to bring witnesses and documentary evidence at any step in this Procedure.

d. Opportunity to have copies of relevant records or documents provided by the records custodian when such records or documents are kept by or for the City in the ordinary course of business.

C. Procedural Steps

The following steps are available to employees for the orderly and expeditious processing of non-disciplinary, work-related problems or complaints.

1. STEP I: Immediate Supervisor

a. When an employee has a work-related complaint, the employee should consult with his/her immediate supervisor within fifteen (15) calendar days of the occurrence. Either or both parties may request Human Resources' assistance in resolving the complaint. However, employees are encouraged to work in good faith with their respective supervisors for speedy resolutions of their problems or concerns.

b. If a satisfactory resolution is not reached within two (2) of the supervisor's working days following the employee's initial consultation with the supervisor, the employee has two (2) additional workdays to put the problem in writing on an official form and to present it to his/her supervisor.

c. The supervisor has two (2) working days (supervisor's working days) from the day the employee presented the written complaint to give the employee a written decision on an official form, with forwarding copies.

2. STEP II: Department Director

If the matter is not satisfactorily resolved in Step I, the employee may present the written statement of the problem or concern to the department director. This step must be taken within five (5) working days of receipt of the supervisor's written decision. The department director shall render a written decision to the employee within five (5) working days after receipt of the employee's written statement, with forwarding copies.

3. STEP III: Human Resources Department

In the event the complaint remains unsettled, the employee may refer the matter to Human Resources within five (5) working days of receipt of the department director's decision. The Human Resources Staff or designee attempts to resolve complaints within his/her area of responsibility. In the event the complaint is not resolved within ten (10) working days of receiving the complaint or if it is beyond the scope of the Human Resources Staff's responsibility, the Human Resources Department will prepare a report to the City Manager.

4. STEP IV: City Manager

The City Manager or his/her designee will consider the complaint. Upon request, the complaining employee may explain his/her position in writing and/or in a meeting with the relevant official/designee. After considering all the available information, including any recommendation by a designee, the City Manager will make a final determination within twent (20) calendar days after receipt of written submission, meeting with employee, or receipt of designee's report, whichever is last-occurring.

D. Prohibition Against Retaliation; Civil Service Commission Oversight

1. Madeira Beach prohibits retaliation against any employee for using the Employee Complaint Procedure or for participating or cooperating in any way in connection with this Procedure.

2. An employee who believes that he/she has been harassed or retaliated against for having used this complaint procedure may, within fifteen (15) calendar days of the occurrence, file such allegation with the Human Resources Department for further investigation. After completion of its investigation, the Human Resources Department will submit a report of its investigation to the City Manager, who will take appropriate action.

3. Violation of this subsection is subject to disciplinary action up to and/or including discharge.

4. The Civil Service Commission shall receive quarterly reports of all complaints within the prior quarter, setting forth the nature of the complaint, the resolution, whether the complaint was processed according to the time limits set forth in this Section, and indicating whether the employee agreed with the disposition.

XIII. ILLEGAL DISCRIMINATION OR HARASSMENT

A. Policy

1. Madeira Beach is committed to providing workplaces that are non-discriminatory and afford equal treatment to all. The City will not condone or tolerate illegal discriminatory behavior. This specifically includes sexual harassment and any other type of harassment or discriminatory conduct based on race, color, national origin, religion, gender, marital status, age, citizenship or disability (protected class).

2. Employees shall not engage in conduct which violates this policy at any time during working hours, or on City premises while off duty, or while off duty and interacting with fellow employees (including interactions on social media).

3. All administrative and supervisory personnel are expected to abide by the City's commitment to equal opportunity and treatment under the law and to ensure that this policy is fully implemented and enforced.

4. Due to the severity of illegal discriminatory conduct, and the legal questions which are often involved in investigating such conduct, the procedures in this policy shall be used in investigating and dealing with illegal discrimination complaints. The City's general Complaint Procedure shall not be used to address such complaints.

B. Definitions

1. Illegal harassment or discriminatory conduct can be any verbal or physical conduct that belittles or otherwise shows hostility or aversion toward an individual or group based upon that individual's or group's race, color, religion, gender (including sexual orientation or transgender status), national origin, marital status, age, citizenship or disability, and that for a reasonable person:

   (a) has the effect of creating an intimidating, hostile, or offensive work environment; or

   (b) has the effect of unreasonably interfering with an individual's work performance; or

   (c) otherwise adversely affects an individual's terms and conditions of employment.

2. Examples of illegal harassment include, but are not limited to, epithets, slurs, jokes, negative stereotyping, or other acts which are threatening, intimidating, or hostile in nature, that relate to a protected class, or any display of written or graphic material such as photographs or cartoons that belittles or shows hostility or aversion toward an individual or group because of the same.

3. Sexual harassment is generally defined as abusive treatment of an employee by the employer or by a person or persons under the employer's control, which would not occur but for the person's gender, when:

   (a) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; or

   (b) submission to such conduct by an individual is used as the basis for employment decisions affecting the individual; or

(c) such conduct has the effect of unreasonably interfering with an individual's work performance or creating an intimidating or offensive work environment.

4. Examples of conduct which may constitute sexual harassment may include, but are not limited to, the following:

(a) unwelcome sexual advances, flirtations, or propositions

(b) actual or implied demands for sexual favors in exchange for favorable treatment or continued employment

(c) unwelcome jokes or remarks of a sexually oriented nature

(d) verbal abuse of a sexual nature

(e) unwelcome commentary about an individual's body, sexual prowess, attractiveness, or sexual deficiency

(f) any display in the workplace of sexually suggestive objects, pictures, posters, or reading material

(g) a coerced sexual act or assault

(h) uninvited physical contact of a sexual nature such as pinching, grabbing, patting, or brushing against another person

(i) uninvited leering, whistling, or gestures of a sexual nature

C. Procedure

1. Any employee or applicant who believes that he or she is being or has been illegally discriminated or retaliated against or harassed must file a timely written complaint with the Human Resources Staff. To the extent the City maintains an official form for the purpose of filing a charge under this section, such form must be used and all questions therein responded to fully.

2. Directors, managers and supervisors must not initiate investigations on their own but are responsible for immediately bringing any allegation or concern related to potential cases of illegal discrimination or harassment to the attention of Human Resources.

3. The Human Resources Department will be responsible for evaluating all complaints under this policy with legal advice as needed, and making the determination on whether an internal investigation is warranted. In cases where such an investigation is determined to be warranted, the City Manager will designate an appropriately qualified person or persons from outside the employee's department who shall be responsible for conducting a prompt, thorough and objective investigation.

4. Employees questioned during the course of an investigation are obligated to cooperate in a full and honest manner. No employee shall face any form of reprisal for making a complaint or for his or her cooperation with an internal investigation. Employees who either refuse to cooperate in an internal investigation, or who intentionally give false information at any point within an investigation, shall be subject to disciplinary action.

5. Once an internal investigation has been concluded, the Human Resources Department will review the investigator's written report with the City Manager and appropriate senior staff, to include the department director(s) at-interest. In appropriate cases, the City Attorney may also be present to advise. This panel will determine the remedial action to be taken, if required. A final written report containing final findings and the actions taken will be generated at the conclusion of the investigation and review, with a copy provided to the complainant. Individuals against whom allegations were raised will likewise be entitled to receive a copy of the final report upon request.

6. Once an investigation has been concluded, it shall be the responsibility of the department director at-interest to implement the remedial actions which were determined by the review panel to be appropriate. The Human Resources Department shall be responsible for monitoring the workplace situation, and should be contacted by the complainant or other affected parties if they at any point feel that either retaliation is taking place or the illegal behavior is continuing.

7. This internal complaint and investigation process does not preclude an aggrieved employee from filing a complaint with the United States Equal Employment Opportunity Commission and/or the Florida Commission on Human Relations. However, failing to utilize this internal procedure may under the law result in the loss of important legal rights.

XIV. LABOR-MANAGEMENT RELATIONS

1. By law, Madeira Beach employees have the right to form, join, and participate in, or to refrain from forming, joining, or participating in legally sanctioned employee organizations to represent them in employee relations matters.

2. City employees have the right to refuse to join or participate in the activities of employee organizations. They also have the right to represent themselves individually in their employment relations with the City.

3. No employee will be interfered with, intimidated, restrained, coerced or discriminated against because of his/her exercise of these rights. It is the intent of the City that nothing in this section shall be construed to either encourage or discourage the organization of employees.

4. Employees who are or become covered under a collective bargaining agreement shall also be subject to the Personnel Policy, Rules and Procedures. If any direct conflicts occur between such agreements and the Personnel Policies, the agreement shall take precedence. Such agreements shall be controlling, in cases of conflict, even where the rights or benefits provided within said agreements are lesser than those contained within the Personnel Policies.

XV. EMPLOYEE RECOGNITION PROGRAM

1. The Board of Commissioners seeks to recognize and reward City employees for dedication to the City, exemplary performance and innovation, and gains in efficiency, City positive environmental impacts and cost reduction, all of which enhance the performance of City government.

2. All regular full and part-time employees shall be eligible to receive recognition and awards related to an individual employee's or work group's exceptional accomplishments or contributions related to their City service.

3. Employees may, to the extent budgeted funds are available, receive appropriate recognition including plaques or other tokens, paid time off, leave credits or monetary awards for the following categories such as employee of the month/year, heroism, and years of service.

4. Employees may receive recognition based on the following criteria:

   - Discovery or invention of a unique innovative idea, process, procedure or policy which will result in significant improvement or efficiency in the operation of their department or the City in general.
   - Implementation of a project, idea, process, procedure or policy resulting in significant monetary savings to the City.
   - Outstanding and exemplary performance in the daily capacity of an employee which far exceeds the expectations of the position.
   - Achieving or substantially contributing to the achievement of a highly desirable outcome, either in terms of substantial safety improvements or the avoidance of risk, or otherwise obtaining an extraordinary beneficial result through exceptionally strenuous or complex work of a non-routine nature.
   - Providing highly effective assistance "above and beyond the call of duty" type efforts resulting in a positively changed outcome for the employees or citizens of Madeira Beach.

5. All employee awards provided for herein shall be in accordance with Florida law and City policies concerning such awards. The City Manager shall have the authority to develop and periodically revise procedures and forms to implement this section.

XVI. EMPLOYEE PERFORMANCE EVALUATION SYSTEM

1. Under the direction of the City Manager, the Human Resources Staff administers a program for rating the work performance of Madeira Beach employees.

2. The Performance Evaluation Program is designed to provide procedures and guidelines for supervisors to evaluate the performance of City employees in the accomplishment of their assigned duties and responsibilities.

3. Through the uniform application of these procedures and guidelines, supervisors can use the Performance Evaluation Program as an effective management tool to recognize accomplishments, guide and reward performance and improve productivity and morale.

4. The City Manager is authorized to approve administrative revisions to the Performance Evaluation Program.

5. The Employee Performance Evaluation Forms adopted by the City Manager must be used for all official employee performance evaluations. These forms shall be posted on any available employee-only City computer networks so as to facilitate electronic completion by management.

6. Performance Evaluation Program guidelines may be published separately by Human Resources to aid management in the use of the Program.

7. All employees of Madeira Beach may, at their election, draft and submit a written response to any performance evaluation given by management. Such written responses, which shall be free of profane, discriminatory, abusive or inflammatory language, and which should address and respond to the evaluation, will be appended to the evaluation being responded to, and placed in the official personnel file.

XVII. OUTSIDE EMPLOYMENT, ENTERPRISE, BUSINESS

1. No City official or employee shall work in any enterprise or business, including self-employment, accept outside employment, or render services for private interests, whether paid or unpaid, non-profit or profit, when the employment or service conflicts with the employee's official duties. Nor shall such work create an appearance of conflict or impair independent judgment or action in the performance of the duties of a City employee.

2. Newly-hired or current employees wishing to engage in, or continue in any enterprise, business, outside employment, or to render services for private interests, paid or unpaid, non-profit or profit, must first request approval from their department director on a request for outside employment form provided by the Human Resources Department. The department director will make an initial assessment of the request to ascertain whether the proposed nature and/or schedule of the outside employment will or likely will negatively impact the employee's City job performance. If an initial determination of non-interference is made by the director, the department director then informs the City Manager of the request. Employees who fail to file a request to their department director (City Manager for employees directly reporting to that official) prior to engaging in outside employment activity may be subject to disciplinary action up to and/or including dismissal. Newly hired employees must declare and seek approval of supplemental employment or other outside business at the time of hiring.

3. Upon referral from the department, the City Manager reviews all pertinent information and consults with the department director as needed. The City Manager determines if the employment or activity is inconsistent, incompatible, or conflicts with the employee's duties and responsibilities, or may tend to do so. Based upon this information, the City Manager approves or disapproves the request to engage in the secondary employment or outside business.

4. The proposed employment shall not be with a business or agency subject to the regulation of, or that is doing business with, the department of the employee, except if expressly permitted by state law.

5. The proposed employment cannot require the employee to disclose or use information gained in his/her official City position that is not available to the public.

6. Changes in secondary employment or outside business must be reported promptly to the department director, who will determine whether further approval is required.

7. Permission to engage in secondary employment and outside business may be denied or withdrawn at any time if the City Manager or Department Director determines, in his or her sole discretion, that such activities are interfering with, or may be expected to interfere with, the employee's production, efficiency, duties or responsibilities, or when it causes discredit or is in conflict with City interests.

8. Any outside employment or business described above is secondary to the requirements of regular City employment. It must not interfere with or impede the availability of an employee to perform his/her duties and responsibilities. Every employee granted approval under this rule must agree to respond immediately to any call to duty by the City whenever the

department director (City Manager for employees directly reporting to that official) determines his/her services are necessary.

9. Supervisors must be notified immediately, but no later than the employee's next scheduled working day, of injuries sustained during outside employment. Employees sustaining injuries are ineligible to receive workers compensation benefits from the City. Sick leave benefits are allowed based on injury or illness arising from outside employment only if the outside employment has been approved under this policy and only to the extent the employee is not eligible to be otherwise compensated for absences caused by the injury or illness.

10. No City personnel, equipment, facilities, vehicles, or other property may be used by employees while engaged in outside employment, enterprise or business.

11. No employee shall perform work for private individuals or other governmental departments/agencies as a part of his/her City employment except when the work is part of contract arrangements, mutual aid agreements, or interlocal agreements entered into by the Board of Commissioners.

12. No employee of Madeira Beach shall have financial interests in the profits of contracts, services or other work performed by or for the City. Nor shall a City employee personally profit, directly or indirectly, from any contract, purchase, sale or service between the City and any person or business. Any employee who violates this rule is guilty of misconduct and subject to immediate dismissal.

XVIII. POLITICAL ACTIVITY

1. No person shall be appointed to, demoted, or dismissed from any City position, or in any way favored or discriminated against with respect to employment with Madeira Beach, because of political opinion or affiliations.

2. No person shall use or promise to use, directly or indirectly, any official authority or influence, whether possessed or anticipated, to secure for any person an appointment or advantage in appointment to a position in Madeira Beach government service, or in the service of any Pinellas County constitutional officer, or an increase in pay or other advantage in employment in any such position, for the purpose of influencing the vote or political action of any person, or for any other political consideration.

3. As an individual, each employee retains all rights and obligations of citizenship provided in the Constitution and laws of the State and the Constitution and laws of the United States. However, no employee of the City of Madeira Beach shall:

   a. Take any active part in a political campaign while on duty or within any period of time during which they are expected to perform services for which they receive compensation from the City. This will include making or distributing flyers, hand cards, or other campaign or political items in the workplace; or making use of any City equipment, service or facility in furtherance of any campaign or political purpose.

   b. Use the authority of their position to secure support for or oppose any candidate, party or issue in an election or affect the results thereof.

   c. Use any promise or reward or threat of loss to encourage or coerce any employee to support or contribute to any political issue, candidate or party.

   d. Display on their person (while on duty), City vehicles or in their workplace, any button, sign, decal or other symbol of support for any elected official, political party, issue or candidate for public office.

   e. Appear in any print, television, radio, online, social media or other form of advertisement for any elected official, political party, issue or candidate while wearing a Madeira Beach uniform, or while identifying oneself as an employee of Madeira Beach.

   Nothing herein shall be interpreted as prohibiting a City employee from using City resources related to state or local referendum or initiative to the extent authorized by Florida Statute § 106.113 where that employee's duties permit or require such work, and where the Madeira Beach Commission has adopted a policy or position concerning the matter.

4. An employee who takes any step to run for a Madeira Beach Commission seat, including opening a campaign account for that purpose, filing qualifying paperwork with the Supervisor of Elections, or conducting a press conference or issuing a press release confirming his or her candidacy, shall be deemed to have resigned his or her position with Madeira Beach as of the close of business of the date any of these actions are first taken. Nothing herein shall be read or interpreted as preventing an employee from standing for election for any other elective

public office or applying for appointment to any appointive public office.

5. An employee elected to public office other than as a Madeira Beach Commissioner or Constitutional Officer shall resign from City employment if the elected position presents any conflict of interest or interference with the employee's City job. The City Manager may grant written permission to remain in the City job, if no such conflict or interference exists. For purposes of this section, a conflict of interest will be determined in the sole discretion of the City Manager regardless of any other determination.

6. Any person who violates any provision of this section shall be subject to disciplinary action, up to and/or including discharge. However, nothing herein shall be construed to prohibit an employee's right to file a complaint of workplace discrimination or harassment, to raise a concern regarding workplace safety, to report to appropriate authorities the misuse or theft of City assets, or to engage in casual workplace discussions on social or political topics, so long as such discussions do not, in the judgment of management, interfere with the orderly, peaceful, and efficient performance of assigned duties or with the valid exercise of authority of management. Employees or managers having questions concerning political activities or the interpretation of this policy should consult the Human Resources Staff and the City Attorney's Office.

XIX. SAFETY

1. Employee safety is a primary Madeira Beach obligation. All employees are personally responsible for safety in the workplace.

2. The City Manager is authorized to develop and publish a Madeira Beach Safety Manual to provide safety policies and procedures to be used by all departments for the safety of City employees and protection of City property.

3. Employees who knowingly and willfully violate any published safety policies and procedures are subject to disciplinary action, up to and/or including discharge, under Section XI of the Policy.

XX. DRUG-FREE WORKPLACE PROGRAM

A. Purpose, Scope and Prohibitions

1. The City of Madeira Beach has a compelling interest in maintaining a safe, healthy and productive work environment for all its employees; in providing professional services for its customers in a safe, timely and efficient manner; in maintaining the security of its equipment and workplace; and in performing all these functions in a fashion consistent with the interests and concerns of the community.

2. Pursuant to these goals, the City has established a Drug-Free Workplace Program. This program is intended to comply with: the Drug-Free Workplace Program requirements set forth in Chapter 440, Florida Statutes; the implementing regulations, promulgated by the State of Florida, Department of Labor and Employment Security, Division of Workers' Compensation; 49 U.S.C. §§ 5301 **and 5331; and the implementing regulations in Title 49 of the Code of Federal Regulations, Parts 29, 40, 382 and 655 (bolded throughout Sections XX-A, B, C, and D of this policy**). The program is also intended to deter drug and alcohol abuse by employees in order to limit illness and injuries to themselves and to others. While the majority of the program will have standards applicable to all City employees, certain provisions will vary to comply with regulations specific to certain job classifications. A copy of the federal regulations applicable to this program may be obtained in the Human Resources Department, or directly from the federal government's web sites.

3. To enforce the City's drug and alcohol-free policies and programs, candidates for employment and current employees can be required to submit to substance abuse testing under certain circumstances as set forth herein, and are expected to cooperate fully in providing specimens and explanations that may be subsequently required by this Policy.

4. This policy applies to candidates for employment and to City employees in all job classifications at all locations, during their entire work day (includes on-call and stand-by time).

5. City employees are strictly prohibited from engaging in any of the following acts while on City premises or within City facilities, while conducting City-related work off City premises, or while operating City vehicles:

   a. Unlawful possession, use, consumption, sale, purchase, distribution, dispensation or manufacture of any illegal drug; or

   b. Use or consumption of alcoholic beverages; or

   c. Misuse of legally obtained drugs.

6. The City:

   a. Will not permit any employee to report to work nor to perform duties with the presence of any illegal drug in his/her system; or with a blood-alcohol level as defined in Florida Statutes § 316.1932(1) (b), of 0.08 percent or more; or if his/her senses are impaired due to misuse of legally obtained drugs.

b. Will not permit any safety-sensitive employee covered by Parts 655 (Federal Transit Administration) and 382 (Federal Motor Carrier Safety Administration) of Title 49 of the Code of Federal Regulations (hereinafter: "covered employee") to:

(1) report to work with an alcohol concentration of 0.02 or greater

(2) perform safety sensitive functions within four hours of using alcohol

(3) consume alcohol for 8 hours following an accident unless employee has undergone and tested clean after being administered a post-accident alcohol test

(4) perform or continue to perform safety sensitive functions with an alcohol concentration of 0.02 or greater.

c. **Will not permit employees to consume alcohol during the hours the employee is on call. Pursuant to Federal Transit Administration regulation 49 C.F.R. Part 655, a covered on-call employee who is called to report to duty shall have the opportunity to acknowledge that he/she has used alcohol during the on-call period, and whether he/she is able to perform his or her safety-sensitive duties. If the covered employee acknowledges having used alcohol during the on-call period, but asserts that he/she is able to perform his/her duties, the City shall refer the employee for testing.** The City requires any admission that an on-call employee has used alcohol during an on call duty shift be in writing, and reserves the right to send any employee for testing, even where the employee admits alcohol use and that he/she cannot perform their duties.

d. Will not permit any employee to report to work or to perform his/her duties while taking prescription or non-prescription medication which adversely affects the person's ability to safely and effectively perform his or her job functions. Employees are required to notify their supervisor of prescription or over-the-counter medication which carries a warning label that indicates mental functioning, motor skills, or judgment may be adversely affected. All employees holding safety sensitive positions must comply with this requirement by completing the official reporting form developed by the Human Resources Department for this purpose. The City also reserves the right, once in receipt of notice, to require submission of additional documentation from the prescribing physician(s) confirming the ability to work under this policy. Medical advice will then be sought, as appropriate, before allowing the employee to return to performing work-related duties.

e. Will require an employee to report any criminal drug statute conviction, or a finding of guilt whether or not adjudication is withheld, or the entry into a diversionary program in lieu of prosecution to the Human Resources Staff, in writing, no later than three (3) days after such conviction. Any employee who fails to notify the Human Resources Staff will be subject to disciplinary action, up to and including termination.

7. Abiding by the terms of this policy is a condition of employment.

8. Any employee who violates this policy is subject to disciplinary action, up to and/or including discharge.

9. The policies and procedures set forth in the City's Drug-Free Workplace Program constitute statements of policy only, and are not to be interpreted as a contract of employment between the City and any of its employees. The City reserves the right to change, modify, or delete any of the Program's provisions and policies at any time.

B. Drug and Alcohol Testing Program

1. Types of Testing

   a. Job Applicant Testing

      (1) Employment of every applicant who has received an offer of a job which has been designated as safety-sensitive is contingent on successfully passing a substance abuse test. The City reserves the right to allow a job applicant to start work pending the results of the drug test (with exception to applicants hired into "covered" positions).

      (2) For purposes of this section, the term "applicant" includes City employees who, for any reason, accept or are assigned to a safety-sensitive position.

      (3) Employees who advance within an established career ladder into a safety-sensitive position must submit to a drug test.

   b. Persons covered under subsection two (2) or three (3) above will be sent for testing under City authority and using non-DOT referral form(s). **Non-safety-sensitive employees accepting or being assigned a covered safety-sensitive position must use DOT-approved referral form(s).**

   c. Reasonable Suspicion Testing and/or Post Accident/Cause.

      (1) Personnel trained by the City to detect the signs and symptoms of drug or alcohol use (and any other official authorized to make non-DOT referrals) may develop a reasonable suspicion to believe that an employee is using or has used drugs in violation of the City's policy. Evidence sufficient to support the development of a reasonable suspicion may consist of, but is not limited to:

         (a) Observable phenomena while at work, such as direct observation of drug or alcohol use or of the physical symptoms or manifestations of being under the influence of a drug or alcohol.

         (b) Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance.

         (c) A report of drug/alcohol use, provided by a reliable and credible source. Covered employees will be referred and tests processed on non-DOT chain of custody and breath alcohol forms.

         (d) Evidence that an individual has tampered with a required drug test.

         (e) Evidence that an employee has used, possessed, sold, solicited, or transferred drugs or alcohol while working or while on City premises or while operating a City vehicle, machinery, or equipment. Covered employees will be referred and tests processed on non-DOT chain of custody and breath alcohol forms.

(f) Information that an employee has caused, contributed to, or been involved in an accident while at work. An employee who is unable to submit to testing at the time of an accident due to the seriousness of his/her injuries is required to provide the necessary authorization for obtaining medical reports or other documentation that would indicate whether there were any drugs or alcohol in his or her body. Employees not involved in accidents covered by specific federal regulatory criteria shall be referred to post-accident testing pursuant to forms and criteria developed by the Human Resources Department. **Pursuant to Federal Transit Administration regulation 49 C.F.R. Part 655, covered employees, including operators and other covered employees whose performance could have contributed to the accident, shall be referred for post-accident testing in the case of a fatality, bodily injury requiring medical attention away from the scene of the accident, or if the transit vehicle is a rubber tire vehicle and any of the involved vehicles are towed away, unless, in the case of a non-fatal accident, the employee's performance can be completely discounted as a contributing factor based on the best information available at the time of the referral decision. Accidents involving employees covered by Federal Motor Carrier Administration regulations will be referred for post-accident testing as required by 49 C.F.R. Part 382**.

(g) An expanded panel drug test will be completed if any of the above criteria (a-e) exist. Note: **Federal Motor Carrier Administration and Federal Transit Administration** employees will have both a 5-panel test and a City specified expanded panel test completed during the one collection.

(2) Immediate supervisors will report their suspicions to their department director. An employee will report immediately after the order to the designated laboratory for testing, under the following conditions:

(a) If the supervisor believes the employee is impaired in any way by drugs or alcohol, the supervisor will personally drive or direct another responsible individual to drive the employee to the approved drug testing site.

(b) An employee suspected of being impaired shall never be permitted to drive a vehicle during any duty shift during the period of suspicion.

(c) Travel to and from, and time spent at, the drug testing site will be on City time - not the employee's own time.

(d) After drug testing is completed, the employee should be transported to the department director's location. The director, based on the facts and circumstances, may place the employee on administrative leave pending receipt of the results of the drug or alcohol testing.

(e) The director should arrange to have an impaired employee taken home. The director should tell an employee who refuses assistance that law enforcement authorities will be called if the employee attempts to drive home alone. If the employee persists in attempting to drive after such a warning, the director must call the appropriate law enforcement agency.

(f) **Pursuant to 49 C.F.R. Parts 382 and 655, covered employees will be subject to alcohol testing only while performing safety sensitive duties or immediately before or after the performance of such functions. Alcohol testing shall only be administered if the reasonable suspicion observation is made immediately before or after the performance of safety sensitive duties, or while actually performing such duties (non-DOT forms shall be used to process referrals of employees performing non-safety-sensitive duties). If breath alcohol test is not administered within two (2) hours, then reasons shall be documented by the supervisor or other authorized official on designated HR forms and attempts to obtain testing shall continue. However, attempts to obtain alcohol testing shall cease after eight (8) hours and the supervisor or authorized official must further document the reasons for the failure to obtain testing within the allotted time period**.

(3) Within seven (7) days after testing based on reasonable suspicion, the supervisor who recommended the testing shall detail in writing, on the City's Reasonable Suspicion Testing Report Form, the circumstances which formed the basis of his or her belief that reasonable suspicion existed to warrant the testing. The department director who directed the drug test will certify on the form that he/she was informed of the basis of suspicion and was satisfied reasonable suspicion existed. A copy of this report shall be provided to the employee being tested upon request. The original copy of the report shall be kept confidential and retained by the Human Resources Department for at least twelve months.

(4) Any on-the-job injury for which an employee requests or is required to seek Workers' Compensation medical treatment amounts to sufficient reasonable suspicion to require drug testing. All employees reporting for such medical treatment will submit to a drug/alcohol test as part of the evaluation. The employee's immediate supervisor will prepare a Reasonable Suspicion Testing Report Form the first time an employee is treated for a particular injury and forward the Form, through the department director for certification, to the Human Resources Staff within three (3) work days of the first treatment.

(5) Pursuant to 49 C.F.R. Parts 382 and 655, post-accident testing related to accidents involving covered employees shall be completed as soon as practicable but must be within thirty-two (32) hours of the accident. If a post-accident alcohol test is not conducted within two (2) hours of the accident, the supervisor must document the reasons why on such form as may be developed by the Human Resources Department for such use. Nevertheless, the supervisor shall continue attempts to obtain a specimen for up to eight (8) hours after the accident. All reasons why attempts to obtain a specimen within this eight (8) hour period were unsuccessful must be documented as noted above. Covered

employees must remain readily available for post-accident testing, including notifying their department or Human Resources of their location if they leave the scene of an accident prior to submission to post-accident testing. Failure to make such notifications upon leaving an accident scene shall constitute a refusal to submit to testing.

d. Routine Fitness-for-Duty Testing

All employees in an employment classification or group, for which the City routinely schedules employee fitness-for-duty medical examinations pursuant to City policy, must submit to a drug test as a part of their medical examinations.

e. Follow-up/Return to Duty Testing

(1) Covered employees subject to return to duty and follow up testing must first meet with a substance abuse professional pursuant to the requirements of 49 C.F.R. Part 655 and 40. Covered employees reemployed after violating DOT drug and/or alcohol regulations must show written proof of completion of required certified substance abuse professional (SAP) evaluation, referral and education/treatment process and obtain a negative return to duty test. If said covered employee has been released by the SAP to return to safety sensitive duties but still required by the SAP to obtain ongoing treatment (at employee's expense), all such SAP requirements must be complied with as a condition of continued employment. Any post-positive return to duty or follow up testing required will be at the employee's expense and be "observed collections."

(2) If, in the course of employment, an employee is required by the City to enter an employee assistance program (EAP) for drug-related problems or a drug/alcohol rehabilitation program, the employee must submit to drug or alcohol testing as a part of and as follow-up to such program.

f. Post-Absence Testing

Safety sensitive employees who are returning to the workplace after an absence of ninety (90) calendar days or more (i.e., sick, vacation, jury duty, military leave, leave of absence, worker compensation, etc.), must, whether leave was FMLA-covered or not, submit to drug testing before returning. **In accordance with applicable federal regulations, a Covered Employee returning to duty after ninety (90) consecutive calendar days or more, must obtain a negative test result prior to the reassignment to safety-sensitive duties. Covered Employees absent from the workplace for ninety (90) days or more shall not be subjected to random testing during the period of absence**.

g. Random Testing

(1) An employee in a safety-sensitive or special-risk position (X-B-1-g(3)) will be required to submit to unannounced and unpredictable drug/alcohol testing when selected pursuant to a random selection process, any time while on duty. The process developed by Human Resources to make the random selections shall be by a scientifically valid method, such as a random number table or computer-based random number generator, and ensure that each covered employee will

have an equal chance of being tested each time selections are made. Pursuant to 49 C.F.R. Parts 382 and 655, covered employees will be subject to alcohol testing only while performing safety sensitive duties or immediately before or after the performance of such functions. Notwithstanding the foregoing and regardless of applicable federal DOT regulations, any employee may be subject to random testing at any time where such random testing has been agreed to by the employee and the City within a labor contract, last chance agreement or similar contract.

(2) The Human Resources Staff will establish a program to annually test randomly a number of employees in safety-sensitive and special-risk positions. Of the total number of employees in these positions, 10 percent will test for alcohol and 50 percent will test for drugs. The Program shall ensure that the dates established for administering random tests are spread reasonable throughout the calendar year. Random testing will be conducted at all times of the day when safety-sensitive functions are being performed by those subject to such testing. Once notified of selection for random testing, the selected employee must proceed immediately to the testing facility as instructed by the referral.

(3) "Safety-sensitive or special-risk positions**" include, but are not limited to, the following positions:**

(a) Transit and Para-transit vehicle operators and attendants.

(b) Transit and Para-transit dispatchers, schedulers, and movement controllers.

(c) Mechanics who perform maintenance on Transit and Para-Transit vehicles and equipment.

(d) Pool lifeguards.

(e) Emergency Communications Division dispatchers.

(f) Emergency Medical Technicians, Paramedics, Supply Officers and Trainees.

(g) Emergency Medical Lieutenants, Captains and Chiefs.

(h) Beach lifeguards and officers.

(i) Water treatment plant operators and laboratory technicians.

(j) Any employee not listed above who, as a condition of employment, must possess a Commercial Drivers License (CDL) or who has the use of heavy equipment or machinery, such as back hoes and chain saws which could, during a momentary lapse of attention, cause great harm to others, or who work with toxic or hazardous chemicals, high voltage, pressurized gasses, or volatile chemicals.

2. Conditions of Testing

a. Confidentiality

(1) All information including, but not limited to, interviews, reports, statements,

memoranda, and drug test results received by any City official in conjunction with this Drug Testing Program, will be forwarded to the Human Resources Staff and will be considered confidential communications. Such information will not be disclosed or released except as authorized pursuant to State law or regulations or written consent by the person tested.

(2) The Human Resources Department will establish and maintain a separate confidential file for Drug Testing Program information. All correspondence and documentation shall be retained for at least one year. The file is exempt from release except as provided in Florida Statutes § 440.102(8).

b. Consent Form

(1) Employees and applicants must sign a "Testing Consent Form" stating they agree to be tested for drugs and alcohol as provided in this program and they release the City and its employees from liability.

(2) Refusal to sign the consent form may result in applicant disqualification for further employment or promotion consideration, or an employee's termination from City employment.

c. Refusal to Submit to Testing

(1) Refusals to submit to drug/alcohol testing will consist of the following:

(a) Refusing to provide a specimen or report for drug and/or alcohol testing as required by the City.

(b) Failing to provide adequate breath for alcohol testing without a valid medical explanation.

(c) Failing to provide an adequate urine sample for controlled substance testing without a medical explanation.

(d) Failure to permit direct observation of urination when required, or, where directed to attend a direct observation collection, to follow an observer's instructions to raise clothing above waist, lower clothing/underpants, and turn to permit observer to determine if any type of prosthetic or other device is being used to interfere with the collection process.

(e) Failing or refusing to submit to a second test directed by the City or collector. Examples of when such second tests may be directed include the following categories: Negative Dilute—the employee will be required to undergo another test. Should this second test result in a negative dilute, the test will be considered a negative, and no additional testing will be required unless directed by the medical review officer (MRO). Invalid Result with no Medical Explanation will require immediate observed recollection. Test Cancelled Results will require an immediate, non-observed recollection when a negative test result is required (i.e.: pre-employment, post-absence, etc.). Test Cancelled Results will require observed recollection if directed by the MRO. Negative-dilute result or invalid result with no medical explanation

will require immediate observed recollection.

(f) Failing to undergo a medical examination or evaluation when directed by the Medical Review Officer as part of the test result verification process, or when required as part of the "Shy Bladder"/"Shy Lung" evaluation.

(g) Under non-DOT authority, refusing to comply with the Drug-Free Workplace Program policy or disciplinary consequences of this procedure.

(h) Under non-DOT authority, refusing to comply with mandatory referrals to the City's employee assistance program provider or failing to comply with any recommendations made by that provider.

(i) Engaging in conduct that clearly obstructs the testing process, including failing to remain readily available for testing by leaving an accident scene without notifying the department or Human Resources of location, including refusal to empty pockets when directed by collector, behaving in a confrontational manner that disrupts the collection process, failure to wash hands after being directed by the collector, or wearing or possessing prosthetic devices or other items/substances which could be used to interfere with test results.

(j) A verified MRO report of an altered, adulterated or substituted test sample. Admit to collector or MRO that you adulterated or substituted specimen.

(k) **Failing to appear at the collection facility at date and time directed by the City, via form or verbal instruction of authorized personnel, without prior approval or valid explanation.** Failure of applicants for positions covered under DOT regulations who fail to appear at a testing facility as directed as part of the pre-employment application process shall be considered to have refused by virtue of non-DOT authority.

(l) Failure to sign the certification on Step 2 of the alcohol test form.

(m)Failure to remain at the testing facility, once the testing process has begun, until the testing process is complete.

(2) An employee who is injured in the course and scope of his/her employment and who refuses to submit to a drug test, forfeits his/her eligibility for Florida Workers' Compensation medical and indemnity benefits. Any City group health/medical insurance in effect does not cover injuries sustained in the course and scope of employment.

3. Testing Procedures

a. Licensed/Certified Laboratory

(1) All drug testing will be conducted by a City-designated laboratory licensed by the State of Florida Agency for Health Care Administration or, **in the case of Department of Transportation employees in safety sensitive positions, certified by the United States Department of Health and Human Services to do drug-**

testing for Federal agencies. All testing procedures will comply with 49 C.F.R Parts 40, 382 and 655.

(2) The testing will be conducted with chain of custody procedures in place to ensure accuracy/continuity in specimen collection, handling, transfer and storage.

b. Drugs to be Tested

When testing is conducted in conjunction with this Program, the City may test for any or all of the following drugs: **amphetamines; cannabinoids; cocaine; opiates; phencyclidine;** barbiturates; benzodiazepines; methaqualone; hallucinogens; synthetic narcotics; designer drugs; alcohol, including distilled spirits, wine, malt beverages or an intoxicating liquor; or a metabolite of any of the substances listed in this paragraph. **Screening test cut off levels for the first five listed drugs will be as set forth in 49 C.F.R. Part 40.87**.

c. Reporting Medication Which May Alter or Affect a Drug Test Result

Either before or after being tested, job applicants or employees are required to inform the MRO of the use of prescription or non-prescription medication which may alter or affect the outcome of a drug test as well as any other information relevant to the drug test result. The information provided by the employee or job applicant will be kept confidential and shall be reviewed only by a Medical Review Officer (MRO) interpreting any confirmed positive results. Applicants or employees have the right to consult with the MRO for technical information regarding prescription and non-prescription medication to determine whether the medication has affected a drug or alcohol test result. To aid in this opportunity, the City will provide to the applicant or employee, at the point of referral, a list of the most common medications, by brand name or common name, as well as by chemical name, which may alter or affect a drug test result. (Note: hemp, hemp and/or “coca” products, nor "medical marijuana" will not be accepted as a legitimate explanation for a THC positive test.)

d. Cost of Testing

(1) The City will pay the costs of initial and confirmation drug/alcohol testing which it requires of job applicants and employees.

(2) Applicants and employees shall pay the cost of any additional drug and alcohol testing not required by the City, including tests conducted for employees as part of an EAP or drug/alcohol rehabilitation program, or as a condition of returning to work. Payment for such tests are a condition of employment and must be paid under the terms and conditions established by the Human Resources Staff. Former employees who owe the City funds for drug testing or treatment which remain unpaid will not be eligible for re-employment until such amounts are paid.

(3) Any drug/alcohol test requested by an employee, but not required by the City, will be at the employee's expense. The employee requesting the test may not use the City's "Drug Test Referral" form, nor will the result of the test be reported to the City through its normal testing/reporting procedures.

e. Collection Site and Laboratory Analysis Procedures

Security of the collection site, chain of custody procedures, privacy of the individual, collection control, integrity and identity of the specimen and transportation of the specimen to the laboratory, as well as laboratory security, laboratory chain of custody, transporting and receiving of specimens, specimen processing, retesting, storage of specimens, instrument calibration, and reporting of results, shall be in accordance with Florida Statutes §§ 112.0455 and 440.102, or 49 U.S.C. § 5331, and the rules established by the State of Florida, Agency for Health Care Administration, or by 49 C.F.R. Parts 40, 382 and 655. These procedures are intended to ensure that specimens are properly collected, identified and tested.

f. Specimen Type Testing

(1) **Drug testing will be by urinalysis, following the procedures of 49 C.F.R. Part 40 Subpart E** and Chapters 112 and 440 of the Florida Statutes.

(2) **Normally, alcohol testing will be by a breath alcohol device, following the procedures of 49 C.F.R. Part 40 Subpart L. Evidential breath testing devices (EBTs), approved by the National Highway Traffic Safety Administration, will be operated only by Breath Alcohol Technicians (BATs), qualified under 49 C.F.R. §40.211 or certified under Florida law. EBTs will be able to print out results and will conform to subparts L & M of 49 C.F.R. Alcohol screening tests will be conducted according to the procedures set forth in 49 C.F.R. §40.243. If the screening shows an alcohol concentration of 0.02 or greater, a confirmation test will be performed, according to 49 C.F.R §40.253 & 40.255, within 30 minutes of the screening test. A different BAT, EBT or location is not required**.

4. Release and Review of Test Results

a. Medical Review Officer (MRO)

The City will contract with a private entity, which will employ licensed physicians to act as MROs. The MROs will be responsible for receiving and reviewing all confirmed test results from the testing laboratory. The MROs will contact each donor who tested positive to inquire about possible prescription or over-the-counter medications or other factors which could have caused a positive test result, and to provide technical assistance for the purpose of interpreting the result.

b. Reporting Results

(1) The testing laboratory will report all drug test results directly to the MRO as soon as possible. The laboratory must provide the MRO quantification of the test results upon request.

(2) Only specimens which are confirmed as positive on the confirmation test shall be reported positive to an MRO for a specific drug.

(3) When the MRO receives a confirmed non-negative drug test result from the

laboratory, the MRO will telephonically contact the donor (actually talk to the donor) on a confidential basis to determine whether the employee wants to discuss the test result. In making this contact, the MRO will explain to the donor that if he or she declines to discuss the result, either face to face or on the phone, the result will be verified as positive or a refusal, as applicable. While the staff of the MRO may make the initial contact with the donor to schedule the discussion, advise the donor to have medical information (e.g. prescriptions or other medical information explaining the result) ready to present to the MRO, and relay the consequences of the donor's refusal to discuss the results with the MRO, MRO staff will not gather any medical information from the donor, nor any information concerning possible explanations for the test result. If the donor declines to schedule a discussion with the MRO concerning results, MRO staff will document this decision, including the date and time the donor so declined. The MRO or his/her staff will make reasonable efforts to contact the donor at the day and evening phone numbers listed on the referral form. Such efforts will include, at a minimum, three (3) attempts to call each number, at reasonable intervals, over a 24-hour period.

(4) If the MRO is unable to directly contact a donor who has tested positive after contact efforts, such efforts will be documented, including dates and times of calls. If the numbers provided are found to be incorrect (disconnected, wrong number), upon the first attempts to use them, then, without waiting the full 24-hour period, the MRO will notify the Designated Employer Representative (DER) and request that the City direct the donor to contact the MRO, but will not then inform the City that the donor has a confirmed positive, adulterated, substituted or invalid result. The MRO will document the dates and times the City was contacted, and the name of the City staff person contacted. After such notice from the MRO, the City will attempt to contact the donor immediately, using procedures that protect, as much as possible, the confidentiality of the MRO's request that the donor contact the MRO. If the City succeeds in contacting and actually talking to the donor, it will order the donor to comply with the MRO's request for contact immediately, inform the donor of the consequences of failing to contact the MRO within the next 72-hours, document the date and time, and inform the MRO that the foregoing information has been conveyed to the donor. The City will not inform anyone else about its efforts to contact the donor on behalf of the MRO. If the City has made at least three (3) reasonably-spaced attempts over a 24-hour period to contact the donor at both the day and evening phone numbers listed, the City will leave a message for the donor by any reasonable means (including letter, e mail or voice mail) that the donor must contact the MRO, and may thereafter place the donor on unpaid leave pending receipt of test results from the MRO. The City will document the dates and times of the call attempts.

(5) If the MRO was unable to speak directly with the donor and has reported the result to the DER, or designee, the MRO will allow the donor to present information to the MRO within 60 days of the verification to document that serious illness, injury, or other circumstances unavoidably precluded contact with the MRO and/or DER in the times provided. On the basis of such information, the MRO may reopen the verification, allowing the donor to present information concerning whether there is a legitimate medical explanation of the confirmed test result.

(6) If the donor refuses to talk with the MRO regarding a confirmed positive test result, the MRO will validate the result as positive and annotate such refusal in the report.

(7) The MRO will notify the Human Resources Staff or designee, in writing, of the verified test result, either negative, positive or inconclusive. If the MRO determines that there is a legitimate medical explanation for the positive test result, the MRO will report a negative test result to the City.

(8) Should the MRO feel that the legal use of a medication would endanger the donor or others, or if the donor is in a safety sensitive or special risk position at the City, the MRO will report the test negative due to a validated prescription, but will request that the individual be placed in a position which would not threaten the safety of the donor or others. The Human Resources Staff or designee will notify the employee's department director, or designee, immediately.

c. Notice to Donor of Test Results

Within three (3) workdays after receipt of a confirmed positive test result from the MRO on an employee or a job applicant, the Human Resources Staff, or designee, will inform the applicant in writing of the positive test results, the consequences of the results, and the options available to the employee/applicant, including the right to file an administrative or legal challenge.

d. Administrative Requirements

The City will contract with a reputable firm which will be responsible for maintaining all records and making all reports required by federal and state laws, regulations and rules. Employees will have access to their personal records.

5. Challenges to Test Results

a. A copy of the test results will be provided to the donor upon request.

b. Administrative or Legal Challenge

(1) An injured employee may administratively challenge test results by filing a petition for benefits with a Judge of Compensation Claims pursuant to Chapter 440, Florida Statutes.

(2) Any donor may challenge the test result in a Court of competent jurisdiction, as may be authorized by general law.

(3) A donor who desires to challenge the results of a test is responsible for notifying the testing laboratory to retain the testing sample until the retesting is performed or the matter otherwise closed.

c. Independent Testing

(1) **DOT employees that have a verified positive drug test result, or a test refusal due**

to adulteration or substitution, may request a test of their split specimen. However, there is no split specimen testing for an invalid result.

(2) The donor has 180 days, from time of written notification, (**3 days, from time of MRO notification, for safety-sensitive Department of Transportation employees**) to request independent testing of a portion of the tested specimen after receiving written notification of a positive test result. The laboratory utilized must also be licensed by the State of Florida Agency for Health Care Administration certified by the United States Department of Health and Human Services. Split specimens conducted under DOT regulations must be tested at a laboratory certified by the United States Department of Health and Human Services.

(3) The independent testing is at the donor's expense. Safety-sensitive Department of Transportation employees will be required to pay in full any and all costs relating to their requested re-test of their original split specimen after such test has been ordered.

(4) Results of the testing may be used in any administrative or legal challenge.

(5) Notwithstanding the foregoing, the City reserves the right, where an adequate sample size exists, to request a retest on its own, but only to the extent that such retest can be performed without compromising the ability of the employee or applicant to request his or her own retest, as otherwise permitted under this policy.

C. Consequences of Positive Test Results

1. Non-Employee Applicants
   a. If the results of a pre-employment drug test are confirmed positive, or if the applicant's actions are deemed a refusal to submit to testing, as defined in Section XX.B.2.c.1 (hereinafter defined as "refusals"), a general public applicant will be disqualified from further consideration.
   b. General public applicants are eligible to reapply for employment consideration employment consideration as provided in that section.
   c. Disqualified after a thirty-six (36) month waiting period.
   d. Once the applicant has taken the pre-employment drug test, he/she must begin work within thirty (30) calendar days from the test date. If thirty (30) calendar days pass prior to the applicant beginning work, the hiring department must send the applicant for a re-test.
   e. **Covered safety-sensitive applicants who have violated the DOT drug and alcohol regulations cannot perform any DOT safety-sensitive duties for any employer until and unless they complete the certified Substance Abuse Professional's evaluation, referral and education/treatment process set forth by the CFR. Additionally, any DOT employee returning to City employment at the end of his/her restriction period will be required to show proof of completing the Substance Abuse Professional's (SAP) evaluation and recommendations and stating his/her ability to return to safety-sensitive duties. This must be done by a written report on letterhead from the SAP**.
2. Employees
   a. Any employee whose results are confirmed positive when tested for any valid reason, or who refuses to submit to testing as defined in Section XX.B.2.c(1), will be immediately removed from duties and discharged. **Covered employees who test positive will be given a list of local substance abuse professionals and treatment providers**.
   b. Notwithstanding the foregoing, non-safety-sensitive employees with a confirmed alcohol concentration of .02 or greater but less than .08, or safety-sensitive employees with confirmed alcohol concentration of .02 but less than .04 will not constitute a "positive." However, such employee will be immediately removed from duties and placed on administrative leave without pay pending disciplinary action for having alcohol in the system during working hours.
   c. Employees terminated from employment due to a positive drug/alcohol test, refusal to test, or violation of the Drug-Free Policy shall be disqualified from re-employment for a period of thirty-six (36) months, as required by Section I.E.2.
   d. The City reserves the right to place an employee on administrative leave with or without pay pending receipt of the results of a drug test or the outcome of an investigation or appeal related to a violation of the City's Drug-Free Workplace Policy.

3. Request for Review of Termination/Disqualification

   a. Within five (5) working days after receiving notice of a confirmed positive test result, the donor may submit a written, signed statement to the Human Resources Staff explaining the test results and providing all relevant information the donor believes should result in the automatic dismissal/disqualification provisions of this policy not being applied. The donor may be required to submit additional statements or materials to facilitate the Human Resources Staff's review. The purpose of the submission would be to explain how the positive test result was not the fault of the donor, not to challenge the underlying test result.

   b. The Human Resources Staff will review the submission and if he/she believes that the donor has provided confirmed, reliable evidence that the positive test result was not in any way the fault of the donor or the result of the donor's actions, inaction, or illegal, careless or negligent behavior, and that the circumstances otherwise may not support the application of the automatic dismissal/disqualification provisions of this policy to the donor, a recommendation to that effect may be made to the City Manager, who shall have sole authority to except the application of the provisions, and may condition any exception on such terms and conditions as he or she may deem appropriate to place upon the donor. The Human Resources Staff will provide the donor with a written response to the submission once a determination has been made. Notwithstanding any reversal of the automatic dismissal/disqualification provisions pursuant to this section, neither confirmed positive test results nor related medical conclusions concerning the reasons for those results may be overturned by the City and the record of same will remain in the applicable confidential drug free workplace program files.

D. Awareness and Education Program

1. The Madeira Beach Drug-Free Workplace Awareness and Education Program is designed to help achieve the City's goal of maintaining a drug-free workplace.

2. The Human Resources Staff will establish an awareness and education program, which will include the following elements:

   a. Ongoing communications to City employees through educational and informational materials advising about the dangers of drug and alcohol abuse.

   b. Display and distribution to City employees of the City's Drug-Free Workplace Policy and a community service hot-line telephone number for employee assistance concerning drug and alcohol abuse.

   c. Training of City management and supervisory personnel who are responsible for determining when an individual is subject to testing based on "reasonable suspicion." Such training will encompass the physical, behavioral, and performance indicators of probable drug or alcohol use. **Training will comply with 49 C.F.R. § 382.603 and § 655.14.**

   d. Maintaining a current resource file of EAP providers the City may have available and providing a representative sampling of local drug/alcohol rehabilitation programs and employee assistance programs.

   e. Notice of drug-testing requirements on all job vacancy announcements.

   f. Copies of drug testing policy available for inspection by employees and job applicants.

   g. The Human Resources Director or designee is designated as the person to whom employees may direct their questions on drug and alcohol related matters.

   h. **Training of "covered employees" will comply with 49 C.F.R § 655.14**.

E. Rehabilitation

1. The City supports sound treatment efforts. No employee will be retaliated against for voluntarily seeking assistance for problems relating to drug or alcohol use or abuse. Such individuals will be allowed to address and resolve any drug and alcohol related problems on a confidential basis.

2. An employee who realizes that he or she has developed a dependence on drugs, alcohol or any controlled substance should inform his/her supervisor, or the Human Resources Staff, of that condition and seek trained, professional assistance immediately. Employees are encouraged to seek rehabilitation voluntarily (without disciplinary action) prior to any management action, to address and resolve any drug and alcohol related problems on a confidential basis.

3. The City reserves the right to require an employee to use an Employee Assistance Program or drug rehabilitation program. In all cases, the cost will be paid by the employee, through insurance or otherwise.

XXI. PROFESSIONAL DEVELOPMENT

1. To encourage a well-trained, educated workforce, the Board of Commissioners desires through this policy to provide training and education opportunities for its employees to the fullest extent allowed by law.

2. The Human Resources Department shall serve as clearing-house for all education/training opportunities, including but not limited to the development of training programs for all employees with the authority to make such programs mandatory where deemed necessary, and shall otherwise administer the professional development policy. Individual department directors shall have oversight of all issues herein related to the obtaining and maintaining of professional licenses, legal or technical certifications, or similar department-specific or specialized training or testing.

3. An annual report of training and education activities/participation will be generated at the end of each fiscal year to allow the City Manager and department directors to assess trends and set training/education program priorities. A record indicating the employee has attended training and/or participation in tuition reimbursement shall be maintained by Human Resources for each employee.

4. The following policies apply to costs related to degree programs and non-degree courses:

   a. *Non-degree courses or seminars*: Costs of training courses or seminars not taken as part of a college or university program terminating in the award of a degree may be paid for or reimbursed only if the course or seminar is designed to improve the effectiveness or efficiency of an already qualified employee in the position which the employee already holds and works in, and is not designed to qualify an employee for his/her current duties. However, such costs may be paid for or reimbursed for courses or seminars which will allow an employee to advance within established career ladders, or to obtain or maintain certifications required by state or federal laws or regulatory authorities.

   b. *Degree programs*: Tuition may be reimbursed at a level not to exceed 80% of the prevailing in-state resident University of South Florida rate. Reimbursement shall be limited to courses which are required as part of an overall academic program leading to a degree related to the employee's current City position, but specifically excludes remedial courses and doctoral dissertation credits. The tuition reimbursement benefit shall only be applicable to actual tuition charged and shall not be used to pay for other college-related costs such as books, fees or campus housing. Reimbursement may only be provided for a course offered by an institution accredited by the Southern Association of Colleges and Schools, or other national or regional accrediting agency recognized by U. S. Secretary of Education, as listed at: www.ed.gov.

5. *Tuition reimbursement conditions*: Reimbursement for college tuition is a discretionary benefit and shall always be subject to the availability of appropriated funds from the Board of Commissioners. Approval of any specific reimbursement request is at the sole discretion of the Human Resources Staff, who must weigh all relevant facts and policies in granting or denying any request. Reimbursement is further conditioned on the award of a "C" grade (or "pass" in pass/fail courses), and upon such standards or priorities as Human Resources may develop for eligibility, such as execution of tuition records release, whether the employee is full or part time, the employee's work, attendance or discipline record, whether the institution is a Florida public institution, private college, or online college, and past ability of the

employee to successfully complete reimbursed courses. Reimbursement may also be conditioned upon an employee's agreeing to reimburse the City for tuition paid should the employee receive subsequent grants or scholarships covering all or part of the City tuition payment, resign prior to a set period of time after the course is taken, or be terminated for cause.

6. Pursuant to paragraph 4(a) above, expenditures for technical training, licensing and/or certifications, renewal of licensing and/or certifications, and testing fees may be paid for or reimbursed as long as they relate to the employee's position or career ladder. Where the department director deems it appropriate, he/she may authorize a one-time pre-payment of fees for a required license or certification exam where such license or certification is contingent upon the passage of such exam.
7. In accordance with 29 C.F.R. § 785.27, attendance at lectures, meetings, training programs and similar activities need not be counted and, consequently, shall not be counted as working time if the following four criteria are met:
   a. Attendance is outside of the employee's regular working hours;
   b. Attendance is in fact voluntary;
   c. The course, lecture, or meeting is not directly related to the employee's job; and
   d. The employee does not perform any productive work during such attendance.
8. Attendance at training workshops/seminars is permissible during working hours with prior department approval. All employees who attend education or training classes during normal working hours are directed to mark their time cards with the appropriate code as enacted by the City's payroll system.
9. Where reimbursement requests under this policy exceed available funds as they have been budgeted and allocated across the City organization, the Human Resources Staff, subject to approval of the City Manager, may set priorities such as electing to offer only partial reimbursement to requestors, reimburse in a first-come, first-served manner, or in such other manner as is deemed needed to ensure a fair and balanced ability for all employees to obtain the benefit.
10. An employee may not use any City personnel, equipment or supplies as part of the course or program of instruction. Nor may an employee work on projects or homework, or attend a tuition-reimbursed course during assigned working hours, unless such time is covered by approved vacation leave, or leave without pay.
11. NOTE: The establishment of this section does not create an entitlement to any given level of tuition or training funding. Each fiscal year, the Board of Commissioners will budget such funds as it deems appropriate to provide for such expenses, balancing the City's desire to provide training and educational opportunities to its employees vs. the many other funding priorities of the City. To the extent funding is made available in any given fiscal year, the City Manager and Human Resources shall endeavor to ensure such funds are equitably granted among the City's various departments.
12. Human Resources is authorized, subject to approval of the City Manager, to develop such forms, schedules and procedures so as to implement the provisions of this policy.

XXII. TRAVEL TIME

1. Ordinary home to work travel is not considered "hours worked" or compensable time. (This includes travel time to and from home for employees assigned a take-home City vehicle.)

2. **Non-Exempt Employees**

   a. Travel time and/or attendance at a meeting, seminar, conference, etc., which is for the City's benefit and at the employer's request is compensable, regardless if it occurs within or outside regular working hours. These hours count as hours worked towards overtime.

   b. Travel time and/or attendance at a meeting, seminar, conference, etc., which is voluntary and not required by the employer, will be compensated only during regular scheduled working hours during the regularly scheduled workweek.

   c. Employees driving or riding as passengers will receive compensation in accordance with Section XXII.3.a. and b. above.

XXIII. WORKPLACE VIOLENCE AND THREATS

1. Madeira Beach does not condone workplace violence, or the threat of violence, by any of its employees, customers, the general public and/or anyone who conducts business with the City. It is the intent of the City to provide an environment free from violence, threats of violence, harassment, intimidation, and other disruptive behavior.

2. Violence or the threat of violence, by or against any employee of Madeira Beach or other person, is unacceptable and will subject the perpetrator to disciplinary action up to and including discharge and possible criminal charges. The City will work with law enforcement to aid in the prosecution of anyone within or outside of the organization who commits or threatens violence against an employee or employees.

3. Possession, use, or threat of use, of a deadly weapon, including a firearm, ammunition, explosive device, illegal knife, bow and arrow, or other weapon, is not permitted while on duty, on City property, or in a City vehicle, unless specifically required by law. Notwithstanding the foregoing, pursuant to Florida Statutes § 790.251(4)(a), an employee may possess any legally owned firearm when such firearm is lawfully possessed and locked inside or locked to a private motor vehicle in a City parking lot and when the employee is lawfully in such area. Pursuant to Florida Statutes § 790.251(4)(e), employees shall not exhibit any legally owned firearm on City property for any reason other than lawful defensive purposes.

4. Each incident of violence or threat of violent behavior, whether committed by another employee or an outside individual such as a customer, vendor, or citizen, must be reported immediately to the appropriate management authority (supervisor or Department Director) or directly to the Human Resources Department.

5. Any employee who acts in good faith by reporting real or implied threats or violent behavior will not be subject to any form of retaliation or harassment.

6. False or malicious reports of threats or violent behavior, real or implied, will result in an investigation and be subject to appropriate disciplinary action.

XXIV. UNIFORMS

1. ***Purpose***

It is the intent of this policy to provide the following guidelines to City employees required to wear uniforms in the performance of their duties.

1. If the City provides an employee a uniform, the employee shall be required to wear such uniform as a condition of employment.

2. Employees required to wear uniforms shall only wear the uniforms while on duty or commuting. Wearing uniforms at any other time is strictly prohibited.

3. Uniforms are City property and must be returned to the Department upon separation or transfer to a position which does not require use of the uniform.

4. It is the responsibility of the employee to ensure that their uniforms are properly maintained and laundered.

5. Employees may be subject to disciplinary action, up to and/or including dismissal, for violation of any of the above.

2. *Uniform Rental Service*

If the City contracts for uniform rental and maintenance, the City's contract for uniform rentals will provide for maintenance and laundering services for uniforms.

XXV. MISCELLANEOUS POLICIES

A. Departmental Rules

Though Madeira Beach attempts, where possible, to maintain uniform rules generally applicable to all City employees, unique departmental needs may call for customized rules. Therefore, each City department director may promulgate and implement departmental rules based upon operational needs and requirements as a supplement to the Personnel Policy, Rules and Procedures Manual. Such rules, when reviewed by the Civil Service Commission and issued by a department head, shall be applicable to employees of that department as though they were published herein.

B. General Appearance and Work Attire

The City's management staff are authorized to adopt reasonable standards of personal dress, appearance and hygiene during working hours. Personal appearance should be evaluated based upon the type of work, the work environment, and the amount of public contact required by the job. Designated uniforms or work clothes shall be worn as required by City or departmental policy.

C. City Property and Supplies

1. Employees are expected to take proper care in the handling and use of all City equipment and property. Employees are not to remove City property from the premises without authorization by the department director with the exception of those items that have been authorized for use off the premises such as cellular phones, pagers, laptop computers, etc.

2. Employees are not permitted to "recycle," "scavenge" or take for personal use any used or excess supplies, tools or equipment, including construction materials and office supplies, absent a published City policy on re-use or recycling of such materials.

3. Upon request, or separation from employment or extended leave, employees shall return all City property to the City. By accepting employment with the City, employees agree that the replacement cost for all property damaged, lost or not returned may be deducted from the employee's paycheck without need to file any further legal action against the employee, except to the extent a deduction would reduce pay to an hourly rate below the prevailing minimum wage.

D. City Communications Equipment

All City equipment, including electronic communications systems such as e mail, video recording, streaming and voice mail, is the property of the City and is subject to monitoring at any time, with or without further notice, at the sole discretion of management. All City employees are required to comply with the terms of the City's computer and internet use policies, to the extent such are adopted by the Board of Commissioners.

E. Address and Telephone Number

Each employee shall provide Human Resources with a current physical address, telephone number, and contact information. The employee shall also provide and maintain a current name and telephone number of an emergency contact. The department and Human Resources must be informed of any change in the above-required data in a timely manner.

F. Solicitation of Contributions, Memberships, or Business

1. The solicitation of contributions, memberships, or business among employees of the City shall not be permitted on City property during the employee's working time except for those charity drives or employee benefit promotions specifically authorized by the Board of Commissioners. Employees may, with department approval, engage in limited, temporary, passive solicitation such as the temporary posting of a girl scout cookie order form, placement in break area of little league candy box, and the like. However, other forms of direct solicitation, including direct or network marketing, whether for charitable, business or other reasons, is prohibited.

2. Employee organizations, their members, agents, representatives, or persons acting on their behalf are prohibited from soliciting employees during working hours. This section shall not be construed to prohibit solicitation by employee organizations during the employee's lunch period or in such areas not specifically devoted to the performance of the employee's official duties. This provision is not intended to conflict with the provisions of the Florida Public Employee Relations Act and where any conflict is shown, the Act shall prevail.

G. Statements by City Employees to Attorneys, Law Firms, or Others Concerning Employees or City Business

City employees may from time to time be requested or subpoenaed to make a statement to an investigator, an attorney, or a law firm. These statements may be concerned with an actual or contemplated legal action against the City. Employees are not generally authorized to make representations to anyone regarding City business. Therefore, should any employee receive either a request to make a statement or be subpoenaed regarding City business, the employee shall discuss the matter first with his or her department director and, prior to making any oral or written statements, discuss the matter with the City Attorney. Nothing herein should be interpreted as preventing an employee from speaking with his or her own legal counsel regarding personal legal matters, nor from speaking with a representative of a labor association concerning any grievance, mutual aid or concerted activity as protected by Florida Statutes § 447.301, or filing an administrative complaint with any state or federal agency.

H. Media Relations, Requests for Interviews

1. General Policy: The City's official positions and policies are set and communicated to the public by the elected Board of Commissioners and, in certain circumstances such as litigation or administrative matters, the City Manager or City Attorney. However, other City employees may from time to time be asked by various media outlets to provide comments or interviews concerning the City's policies, operations, or other such matters. To ensure that the City's official positions on matters related to the business of the City are communicated to the media in a consistent and informed way, any employee, with the exception of the City Manager or City Attorney or their respective assistants, who receives a request to be interviewed or provide comments concerning City business shall refer the matter to his or her department director or designated media officer for response.

2. Exceptions: Certain City departments or functions, by their nature, draw frequent media requests for interviews or information. In these circumstances, such as hurricane and other emergency services operations, the department chief or director overseeing the department or function may designate an employee as a "spokesperson" regarding that matter and that employee, once designated, may then provide interviews and information to the media concerning their area of responsibility without the need to obtain individualized prior approval. Such employees should, however, keep the City Administration and, where appropriate Board of Commissioners and the City Attorney informed of interviews or information requests of significant concern.

3. Nothing herein shall be interpreted or applied so as to prevent any employee from the exercise of the personal right to free speech as a citizen, as that right is defined by the federal courts. However, employees in such situations should be clear they are speaking for themselves and refrain from stating or implying that they are speaking for or as representatives of Madeira Beach.

I. Recording Workplace Communications Prohibited

Chapter 934, Florida Statutes, prohibits interception of wire or oral communications by electronic, mechanical or other device without the consent of all parties involved. Recordings related to City business are also public records subject to being retained and inspected. Employees are therefore prohibited from recording any conversations between individuals, whether fellow employees, subordinates or citizens, with or without the permission of all parties, except as otherwise provided by law, as part of an official City broadcast production, as may be authorized by a criminal investigation conducted by law enforcement, or as is authorized by City policies regarding City-owned phones, faxes, radios and computers.

J. Loss of or Failure to Obtain Professional Certification or License

1. Where an employee's position with the City requires any specific certification, license or other credential, including driver's license, as a condition of holding that position, the employee is required to obtain and maintain the certification, license or credential, and to provide written proof thereof upon request. An employee who loses or within the provided amount of time fails to obtain the required certification, license or credential for whatever reason, including suspension, revocation, or expiration, has a responsibility to immediately report this fact to his or her department director. Failure to provide timely notice will result in discipline up to termination.

2. Upon timely notification by an employee that he or she has lost or failed to obtain the certification, license or credential, his or her department shall have the following options:

   (a) Make a reasonable effort to reassign the employee, on a temporary basis, to appropriate and available responsibilities not requiring the certification, license or credential, for a reasonable timeframe up to the subsequent exam/incident follow-up and results notification date to provide continuous employment during his or her efforts to attempt to acquire or obtain reinstatement.

   (b) Allow him or her to use any available and applicable leave during the allotted timeframe while obtaining reinstatement.

   (c) Place him or her on a temporary administrative leave of absence without pay not to

exceed the allotted timeframe.

3. An employee who fails to have his or her certification, license or credential reinstated, or to initially obtain same within the allotted period, may apply for and be considered on a competitive basis for any vacant City position for which he or she is qualified. If the employee is not selected or does not apply for such position prior to expiration of the allotted timeframe, then he or she shall be non-disciplinarily separated for failure to obtain or maintain a necessary job qualification.

K. Searches on City Property

Madeira Beach seeks to provide a safe work environment for all its employees. To that end, the City reserves the right whenever a manager or department director has reasonable suspicion to believe an employee has brought on City premises or work sites alcohol, illegal drugs or controlled substances, or any other illegal or prohibited item, weapon, or stolen property; or has misused City equipment, to search City property including, but not limited to work locations, desks, file or storage cabinets, computer files (including software, hardware, e mail, voice mail, and internet activity), lockers (locked or unlocked), City vehicles and private vehicles parked on City property or being used at the time of search for City business, and all other City equipment.

On a case by case basis, employees may be requested to display personal property for visual inspection. Failure to comply with a search or visual inspection request from supervisory or security personnel will be grounds for discipline. Searches of an employee's personal property, such as purses or briefcases or lunch containers, will take place only in the employee's presence unless an emergency condition exists which would, if confirmed, endanger others or the employee him/herself. Unless circumstances prohibit, a search shall be conducted by a department director or above, with one other member of management also present. Employees who do not wish to subject personal items to possible inspection are strongly advised to leave such items at home.

The City will make every effort to honor the personal dignity of employees during any search but will take appropriate disciplinary action in cases where prohibited items or activities are uncovered, regardless of how such item(s) or activity has been discovered (accidentally or in the process of a search).

L. Employee Arrest or Charge

Employees must inform the City's Human Resources Staff, either verbally or in writing and either personally or via an attorney or family member, etc., within three (3) business days of their being criminally arrested, charged or convicted of any state or federal crime, including for violation of parole or probation. Failure to do so will result in disciplinary action.

M. Use of Tobacco and "e cigarettes"

Use of any tobacco product or e-cigarette (including any "vape" products whether or not they contain nicotine), is prohibited within City owned/leased buildings, including bathrooms and stairwells, except in areas specifically designated and designed for smoking.

N. City Bulletin Boards and Common Areas

The City may from time to time establish and ordain certain display cases, bulletin boards, or the like for the purpose of posting authorized communications to employees and/or the

public. The purpose of such bulletin boards or display cases is not to create a general speech area but is instead intended to effectively and efficiently communicate information to citizens and employees. Employees are thus prohibited from posting any item not approved by the City Manager, Human Resources Staff, or department heads in advance, and which are not related to City government or City employment. Employees are likewise prohibited from removing any posted notice or item from a City display case or bulletin board unless authorized, and from posting, or facilitating or authorizing anyone else to post any advertisement, notice, solicitation or any other printed materials in, on or along any common area of any City building or facility. Common areas include, but are not limited to, break rooms, entryways, doors, elevators, hallways and parking facilities.

O. Communicable Diseases

The City of Madeira Beach desires to maintain a workplace free from preventable risks of communicable illness or disease. Therefore, all employees of Madeira Beach government are required to properly treat any communicable disease which would present a danger to the health or safety of fellow employees. Employees should, in consultation with their health care providers, take appropriate precautions within the workplace to reduce any infection risks to co-workers. Madeira Beach does not seek to needlessly impose on the medical privacy of its employees and where a communicable disease or illness is adequately managed and treated, the employee need not disclose same to co-workers or the City. However, should the employee desire the assistance of the City in modifying working conditions to prevent risk of transmission, the Human Resources Staff should be consulted and any records generated concerning the medical condition will be treated as confidential as permitted by state and federal law.

P. Inventions and Intellectual Property

Any invention, method, program, publication or other form of intellectual property which is developed by a City employee during work hours or using City equipment or resources, is the property of Madeira Beach. Employees are prohibited from seeking to patent, trademark, service mark, copyright or otherwise register such intellectual property without the prior authorization of the Board of Commissioners.

Q. Letters of Reference

Though all employees have the right to express their personal opinions regarding another current or former co-worker, no employee below the rank of Department Director may write any letter of recommendation, commendation, etc., on City letterhead without the express prior approval of the Department Director or City Manager.

R. Funds Owed by Employees; Debt Collection Calls

Employees may on occasion become indebted to the City. By accepting employment with the City, employees acknowledge and consent to the City's authority to retain or otherwise withhold portions of an employee's compensation (including from a final paycheck) to allow such funds to be recovered by the City except to the extent the deduction would reduce regular pay to an hourly rate below the prevailing minimum wage, or as otherwise prohibited by law. The City does not authorize or permit the use of City communication assets, including phones and e mail systems, to be used to make or receive messages related to debt collection efforts. Employees are not authorized to initiate, receive or forward such communications to any other person, and

debt collectors violating this policy shall be subject to fines and penalties as provided for by federal and state debt collection practice laws.

S. Electronic Communications and City Social Media Resources

1. Employees are prohibited from using City owned devices (computers, tablets, smart phones) for personal use.

2. For those employees of the City who have been provided with computers, tablets, or smart phones that enable them to send and receive electronic mail (email) and access the Internet to assist in the performance of their job duties, the employees are to use these systems for appropriate purposes related to their job duties.

3. The internet may not be accessed at any time to gamble or engage in other illegal activities or to view, display, store, download, transmit, or receive any material that is fraudulent, harassing, sexually explicit, profane, obscene, defamatory, or otherwise unlawful, including offensive material concerning gender, race, color, national origin, religion, age, disability or other characteristic protected by law, regardless of intent.

4. It is the employee's responsibility to make every effort to protect the City's technology resources available to him or her. Each employee is responsible for the use and security of assigned City computers and passwords.

5. City employees must adhere to the following technology use rules in order to protect the City's technology assets and systems/data security:

    - Never write passwords down or share with another individual.
    - PASSWORDS SHOULD NEVER BE SAVED IN MEMORY! Do not store your password on your computer.
    - When leaving the desk, an employee must log out or use a password-locked screensaver to obscure the normal display the monitor. This prevents a logged-in system from being accessed by unauthorized individuals, protects you from an email being sent "from you" without your knowledge, protects the information stored on your computer, and also hides the work currently being done from passers-by.
    - When not in use, keep removable storage media and paper documents containing information that should be protected from disclosure in a secure place.
    - Report suspected computer security incidents such as viruses, unauthorized disclosure or inappropriate use to the department director or City Manager.
    - When reviewing emails, if you do not know who the sender of the email is, or the email does not seem to be regarding legitimate City business, do not click on any embedded links. CLICKING ON EMBEDDED LINKS MAY ALLOW THE CITY'S SOFTWARE AND DATA SYSTEMS TO BE HIJACKED FOR RANSOM

6. All City departments may use the City's social media tools as outlined in this Policy.

Social media is a communication channel for distributing information to the public. It is used in addition to existing communication channels such as City newsletters, website, press releases, official documents, etc. The City encourages the use of social media sites and tools to further the goals and vision of the City and the mission of its departments, where appropriate; use of social media is optional and not required. The most appropriate uses of City social media sites are: (1) for time-sensitive and emergency information; (2) as a communication tool for citizen engagement, promotions and marketing; and (3) as a tool to direct citizens and site users to the City's official website.

7. City employees who are not authorized to use the social media tools are not allowed to publish or comment as a representative of the City via social media. All uses of social media shall follow the same ethical standards that City employees must otherwise follow.

8. Employees are expressly forbidden to misuse any social media access privileges in any way, including:

   a. Using social media accounts for unlawful activities, including violations of copyright law, or for activities that are malicious or have the effect of harassing other users;

   b. Misrepresenting the City's programs or policies in their communications;

   c. Publishing confidential information. Examples of confidential information may include unpublished details about projects, private customer data, protected health information, unreleased bid or financial information, private personnel information and other sensitive or classified information. Determination of confidential-natured content is the responsibility of the site topic administrator and their department director.

T. Payment of Final Compensation Upon Employee's Death

a. Pursuant to Florida Statutes § 222.15, in case of the death of an employee, the City will pay (subject to any withholdings required by law or this Policy) to the spouse, and in case there is no spouse, then to the child or children, provided the child or children are over the age of 18 years, and in case there is no child or children, then to the father or mother, any wages, travel expenses, or leave balances that may be due such employee at the time of his or her death.

b. An employee may designate, using a form promulgated by the City for that purpose, some other person or entity to which the City will may payments due upon death. In the event no such designation is made, and the City cannot promptly identify any spouse, children or parents, the City will directly deposit the payment into the employee's account and the employee's estate will address entitlement to the funds.

XXVI. USE OF CITY VEHICLES & USE OF PRIVATE VEHICLES FOR CITY BUSINESS

1. When it is necessary to allow an employee to carry out assigned job duties, an employee may be required to operate and control City-owned vehicles, or to operate a personally owned vehicle for City business. When possessing a City-owned vehicle for such a reason, employees may only use it during the course and scope of their assigned employment duties, and under no circumstances is the vehicle to be used for personal business or pleasure, whether during duty hours or not. However, employees may make workday deviations to use restrooms or take meal/comfort breaks.

2. An employee driving a City vehicle, or a personal vehicle for City business, must have in his or her possession a valid state driver's license with any required endorsements or classifications.

3. Except when transporting citizens to a City program where transportation in City vehicles is a component of the program, City vehicles will not be used to transport anyone other than City employees unless the person(s) to be transported are directly involved in the provision of City-related services or otherwise involved in City operations.

4. In normal circumstances, City owned vehicles are to be driven over the most direct route. Any out of Pinellas County travel must be pre-approved by the employee's director unless emergency circumstances prevent prior approval.

5. No employee shall operate a City vehicle or personal vehicle on City business when any physical or mental impairment causes the employee to be unable to drive. This prohibition includes, but is not limited to, circumstances in which the employee is temporarily unable to operate a vehicle safely or legally because of illness, medication or being under the influence of illegal drugs or alcohol.

6. Vehicles driven on City business must be driven in accordance with all applicable traffic and parking laws, including applicable speed limits. Seat belts must be used by vehicle occupants at all times. Each employee shall be personally responsible for any fines or penalties incurred as a result of driving or parking violations while operating a City vehicle.

7. Any accident involving a City-owned vehicle which results in property damage and/or personal injury will be reported without delay to the operator's immediate supervisor, regardless of whether such accident occurs during or after regular duty hours, as well as to the law enforcement agency with jurisdiction over the accident scene.

8. Employees involved in an accident while operating personal or City vehicles on City business will, regardless of fault, be subject to post-accident testing as detailed in Chapter XX of this Policy.

9. Employees assigned a City vehicle for use to and from work shall be responsible for the personal tax liability for the value of this use. Employees using take-home vehicles must record such use when recording their hours in the City's time and attendance system.

10. City vehicles must be maintained in good working order at all times. An employee who observes an apparent safety or equipment defect regarding vehicle equipment should report it to a supervisor immediately and if the vehicle is unsafe, it shall not be driven further.

Employees who have been assigned a take-home vehicle shall store the vehicle in a safe, secure area at the employee's residence, keep it locked, and shall take all reasonable measures to prevent damage to the vehicle.

11. Employees are on notice that they should avoid bringing valuable personal items into City vehicles. The City will not be responsible for the loss or theft of any personal items from City vehicles, and City vehicles may be inspected or searched at any time at the City's election.

12. Employees who are assigned a City vehicle, or who are using their personal vehicle while on City business, must refrain from speaking on cellular phones while driving the vehicle unless the employee makes use of a "hands-free" device. Employees not using hands-free devices must bring their vehicles to a full stop in a safe location prior to using a cellular phone. Employees shall not text or type on cellular phones while driving.

13. Employees who are assigned a City vehicle, either permanently or on a rotational or pool basis, shall not smoke, or use smokeless tobacco or e-cigarettes (including "vape" products whether or not they contain nicotine) within the vehicle.

14. No City employee shall order, authorize or permit any non-City employee, including contractors and temporary workers, to operate any City vehicle, including cars, trucks, earth-moving equipment, drones or unmanned areal vehicles, all-terrain vehicles, and boats, unless same is absolutely required to respond to an extreme emergency or imminent threat to life or safety and no City employee is available to operate the vehicle.

15. Employees may not use a City owned take home vehicle to engage in personal business while commuting to and from work, including shopping trips, stopping at dry cleaners (other than to pick up or drop off City uniforms), or picking up or dropping off school children.

16. Under Florida law, the City may not be required to cover injuries or damages resulting from use of vehicles by its employees unless such use was in the course and scope of employment. Employees are therefore warned that failure to limit use of City vehicles to such purposes may result in personal financial liability for any such damage or injury to the employee or third persons. To the extent the City Manager determines appropriate, employees being granted use of City vehicles or being instructed to use personal vehicles to conduct City business may be required to execute acknowledgement forms concerning issues of liability.

17. Authorization given to an employee to use a City owned vehicle, whether take home, daily assignment, pool or otherwise, is not and shall not be construed as being a guaranteed benefit or entitled form of compensation to the employee. Vehicles are assigned based on operational needs and budgetary limitations and the City may remove, reassign or decommission any of its vehicles at any time within its discretion.

18. The City Manager is authorized to issue operational procedures which govern the administration of this vehicle policy by the departments.

ORDINANCE NO. 2019-13

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING THE CITY OF MADEIRA BEACH PERSONNEL POLICIES AND PROCEDURES; PROVIDING FOR AN EFFECTIVE DATE; SEVERABILITY AND ORDINANCES OR RESOLUTIONS IN CONFLICT.

WHEREAS, it is the intent of the City of Madeira Beach, Florida, to adopt and provide a Personnel Policies and Procedures Handbook with the City's current personnel rules and policies; and

WHEREAS, the City Manager and the Civil Service Commission recommend that the Board of Commissioners amend the Personnel Policies and Procedures Handbook;

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

Section 1. The City of Madeira Beach Personnel Policies and Procedures Handbook shall be restated as amended in accordance with Exhibit "A" attached hereto.

Section 2. Exhibit A to this ORDINANCE **2019-13, attached hereto,** is the amended "**City of Madeira Beach, Florida, Personnel Policies and Procedures Handbook.**"

Section 3. A copy of ORDINANCE **2019-13** and the Personnel Policies and Procedures Handbook be provided to all employees of the City.

Section 4. EFFECTIVE DATE. This ORDINANCE shalt become effective immediately upon its adoption.

Section 5. SEVERABILITY. Each section of the City of Madeira Beach, Florida, Personnel Policies and Procedures Handbook is intended to be independently considered and separately approved by the City Commission. If any section, paragraph, sentence, words, provision or term of this Ordinance or the Personnel Policies and Procedures Handbook is be determined by a Court of competent jurisdiction to be invalid, such decision shall not otherwise affect the validity of the remaining portions of this Ordinance or the City of Madeira Beach, Florida, Personnel Policies and Procedures Handbook that were not declared to invalid.

Section 6. REPEAL OF ORDINANCES OR RESOLUTIONS IN CONFLICT. Any portion of any ordinance or resolution in conflict with the Charter, to the extent of such conflict, is hereby repealed.

PASSED AND ADOPTED this 13th day of August, 2019 by the Board of Commissioners of the City of Madeira Beach, Florida.

Maggi Black

Maggi Black, Mayor

ATTEST:

Clara VanBlargan

Clara VanBlargan, MMC, MSM, City Clerk

APPROVED AS TO FORM AND CONTENT:

RALF BROOKES, ATTORNEY, City Attorney

FIRST READING held on 7/9/2019

PUBLISHED on 7/28/2019

SECOND READING held on 8/13/2019

803300

Tampa Bay Times
Published Daily

STATE OF FLORIDA } ss
COUNTY OF Pinellas County

Before the undersigned authority personally appeared **Amy Robison** who on oath says that he/she is **Legal Clerk of the Tampa Bay Times** a daily newspaper printed in St. Petersburg, in Pinellas County, Florida; that the attached copy of advertisement, being a Legal Notice in the matter **RE: MADEIRA BEACH -06, -** was published in **Tampa Bay Times: 7/28/19.** in said newspaper in the issues of **Baylink All Pinellas**

Affiant further says the said **Tampa Bay Times** is a newspaper published in Pinellas County, Florida and that the said newspaper has heretofore been continuously published in said Pinellas County, Florida, each day and has been entered as a second class mail matter at the post office in said Pinellas County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid not promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper

Amy Robison
Signature of Affiant

Sworn to and subscribed before me this 07/28/2019.

Signature of Notary Public

Personally known _____ or produced identification

Type of identification produced_____

Notary Public State of Florida
David Kersey
My Commission GG 282146
Expires 12/05/2022

NOTICE OF PUBLIC HEARING
CITY OF MADEIRA BEACH

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

NOTICE IS HEREBY GIVEN, the Board of Commissioners of the City of Madeira Beach will conduct a **Second Reading and Public Hearing for the adoption of proposed Ordinance 2019-06 and Ordinance 2019-13 on Tuesday, August 13, 2019 at 6:00 p.m.** The meeting will be held in the Patricia Shontz Commission Chambers located at 300 Municipal Drive, Madeira Beach, FL 33708. The title of said Ordinance is as follows:

ORDINANCE 2019-06
AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING THE FEES AND COLLECTIONS PROCEDURES, PROVIDING FOR CONFLICT, PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.

ORDINANCE 2019-13
AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING THE CITY OF MADEIRA BEACH PERSONNEL POLICIES AND PROCEDURES; PROVIDING FOR AN EFFECTIVE DATE; SEVERABILITY AND ORDINANCES OR RESOLUTIONS IN CONFLICT.

A copy of the proposed Ordinances is available for inspection in the City Clerk's Office between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday. If you would like more information regarding the proposed Ordinances, please contact City Clerk Clara VanBlargan at 727-391-9951, ext. 231.

Interested parties may appear at the meeting and be heard with respect to the proposed ordinance. All persons are hereby advised that any presentation they make to the Board of Commissioners will be encouraged to be as precise as possible and will be limited to three minutes per speaker to permit maximum participation by the public at large.

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

In accordance with Section 286.26, Florida Statutes, persons with disabilities needing special accommodations to participate in this meeting should contact the City Clerk's office no later than 4:00 p.m. on the day prior to the meeting: (727) 391-9951, Ext. 231 or 223 or fax a written request to (727) 399-1131.

Clara VanBlargan, MMC, MSM, City Clerk (803300) 7/28/2019

City of Madeira Beach

Personnel Policies and Procedures

Revised through Ordinance 2019-13

Office of the City Clerk
8/13/2019

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ARTICLE I. GENERAL PROVISIONS

Section 101. **PURPOSE.** *(Resolution 07.06: 02/27/2007; Ordinance 837: 07/05/1995; Ordinance 2019-13: 08/13/19)*

These Personnel Policies and Procedures have been adopted by Ordinance in fulfillment of, and pursuant to, Section 6.6(C) of the City Charter of the City of Madeira Beach. These Personnel Policies and Procedures are applicable to all employees of the City, except elected officials. While this manual is meant to provide general information, it is not inclusive of all policies and procedures. Employees who are covered under a Collective Bargaining Agreement shall also be subject to the City of Madeira Beach's Personnel Policies and Procedures. If any conflict occurs between the City and the Collective Bargaining Agreement, the Collective Bargaining Agreement shall take precedent.

Section 102. ADMINISTRATION. *(Resolution 07.06: 02/27/2007; Resolution 99.01: 0 1/05/1999; Ordinance 837-07/05/1995; Ordinance 2019-13: 08/13/19)*

The City Manager, as Chief Administrative Officer, shall be responsible for the administration and maintenance of the City Personnel Policies and Procedures, but may delegate responsibilities as he/she sees fit. These Personnel Policies and Procedures may be amended or revised by Ordinance or Resolution in the following manner:

A. The City Manager may recommend amendment changes or revisions to these Personnel Policies and Procedures. Any amendment changes or revisions of these policies and procedures recommended by the City Manager shall be reviewed by the Civil Service Commission.

B. The Civil Service Commission may propose amendments, changes or revisions to these Personnel Policies and Procedures. Any amendment, change or revision prepared by the Civil Service Commission will be submitted to the City Manager. If the City Manager concurs in the amendment, change or revisions submitted by the Civil Service, it will then be submitted to the Board of Commissioners for approval.

All references to employees in this Ordinance designate both sexes and wherever either gender is used, it shall be construed to include both genders.

Section 103. JURISDICTION. *(Resolution 07.06: 02/27/2007; Resolution 04.14: 09/28/2004; Ordinance 837: 07/05/1995; Ordinance 2019-13: 08/13/19)*

The Civil Service Commission shall have advisory only jurisdiction over classified City employees below department director level and as defined in these Personnel Policies and Procedures.

Section 104. CIVIL SERVICE COMMISSION *(Ordinance 2019-13: 08/13/19)*

The duties, powers and reservations on power shall be as set forth in these Personnel Policies and Procedures or as otherwise provided by Ordinance adopted by the Board of Commissioners.

Section 105. CITY MANAGER

As provided in Section 5.4 (**C**)(1) of the City Charter of the City of Madeira Beach, the City Manager will appoint and when deemed necessary for the good of the City, suspend or remove all City employees and appointive administrative officers provided for or under this Charter that the City **M**anager is empowered to appoint, except as otherwise provided by law, this Charter, contract or personnel rules adopted pursuant to the Charter. The City **M**anager may authorize any administrative officer who is subject to the City **M**anager's direction and supervision to exercise those powers with respect to subordinates in that officer's department, office or agency.

Wherever this Ordinance conflicts with specific terms of any Collective Bargaining Agreement in effect, the Collective Bargaining Agreement shall apply.

ARTICLE II. DEFINITIONS *(Resolution 07.06: 02/27/207; Resolution 00.10: 10/17/2000, Resolution 99.23: 10/19/1999, and Resolution 9.01: 01/05/1999; Ordinance 837: 07/05/1995; Ordinance 2019-13: 08/13/19)*

Anniversary Date. The date that signifies one or more years of employment from the date of hire. It is used to calculate increases in annual leave accruals.

City Manager. Chief Administrative Officer of the organization authorized to appoint, assign, discipline or remove employees, subject to the provisions of the Civil Service and Personnel Policies.

Civil Service Commission. An advisory board consisting of five Madeira Beach residents who are appointed by a majority vote of the Board of Commissioners and serve overlapping three-year terms. The CSC works with the City Administration on relevant personnel matters and represents an impartial hearing board for all classified employees.

Classified Employee. All employees of the City not employed as a charter officer, department head or confidential employee.

Non-Classified Employee. Any employee who is not a classified employee.

Demotion. The change of an employee from one job title to another, when the move results in a lower pay scale. This will only occur by Department Director recommendation and City Manager approval. Demoted employees are subject to Intermediate Review and Evaluation.

Department Director. Non-classified employees who manages a recognized organizational subdivision of the City of Madeira Beach and who reports directly to the City Manager.

Employee. Employees are defined as follows:

A. Full-time – position which requires a working schedule of thirty (30) hours or more per week. As such they are entitled to receive benefits and overtime compensation as described herein. A part-time employee going to full-time status must complete the benefit waiting period from the first date of full-time status.

B. Part-time – A position which normally requires a working schedule less than thirty (30) hours per week. Part-time employees are not eligible to receive benefits. On occasion, employees considered part-time are required to work more than thirty (30) hours per week due to unforeseen circumstances. This will

not change the employees' classification as part-time, however, depending on an annual calculation of hours worked may be eligible for benefits as full-time employees receive as described by the Fair Labor Standards Act, as amended.

C. Probationary – A newly hired employee performing assigned duties during an assessment period lasting six (6) months. Based on the recommendation of the Department Director and approval of the City Manager, this assessment period may be extended an additional three (3) months. Successful completion of the assessment period will be documented by an evaluation. During this time, a new employee may be discharged, demoted or suspended without right ofappeal.

D. Seasonal and Temporary - An employee who has been appointed to a position not to exceed four (4) months consecutively without City Manager approval. All such employees, as defined herein, are not entitled to benefits. Work hours are to be determined by the Department Director and not to exceed the City Manager's purchasing threshold. All applicants are subject to the same required screening process as regular employees.

NOTE: Temporary employees should not to be confused with "Temps" or "Contract" employees, which are hired through an agency for specific assignments. These agencies are responsible for payments of the individual's salary and worker's compensation benefits. These people are not considered City employees.

Family. For the purposes of the Family Medical Leave Act (FMLA), "family" shall consist of the employee's natural or foster child(ren), spouse or parent(s), as defined by the Federal guidelines.

Interim Appointment. An interim appointment may be needed and authorized by the City Manager to fill a vacant position. The appointment will not be for more than six (6) months pending the selection of an individual for regular appointment as prescribed in these rules. Employees may receive an additional 10% compensation or the bottom of the interim appointments now range of appointment.

Merit Date. The one-year "anniversary" of the employee's hire date. Any changes to specific employees' positions (promotion, demotion, or reclassification) will not change the merit date due to benefit and accrual purposes, unless otherwise agreed upon by collective bargaining unit.

Pay Status. Status of an employee who is working on a regular scheduled basis to include hours off for annual leave, sick leave, administrative leave, military leave, jury duty, bereavement leave, FMLA, leave with pay, training time or Workers' Compensation. Extended leave without pay is not considered a pay status.

Probationary Period, Initial. This assessment period is from employees' initial date of employment to the point where the supervisor has had an opportunity to decide whether the employee should be retained or terminated. Probationary periods will normally be six months. Successful completion of the Probationary Period will be documented by an evaluation at the end of the probationary period. During the probationary period, a new employee may be discharged, demoted or suspended without right ofappeal.

Promotion. The change of an employee from one job description to another, when the move results in movement to a higher pay scale. This will occur upon Department Director recommendation and City

Manager approval. Promoted employees are subject to an assessment period that will normally be three months, followed by a performance evaluation.

Reclassification. The assigning of an employee to a different job description, regardless of whether or not it is considered a promotion or demotion. Reclassified employees are subject to an assessment period that will normally be three months, and followed by a performance evaluation.

Rehire. A previous employee in good standing is rehired and must complete the benefit waiting period the same as a new hire.

Seniority. City seniority is a member's most recent date of employment or re-employment. Seniority will continue to accrue during all types of leave except for leave of absence without pay for thirty (30) calendar days or more, which shall cause this date to be adjusted for an equivalent amount of time. Leaves of absence without pay for periods less than thirty (30) calendar days shall not cause the City seniority date to be adjusted. City seniority/anniversary date shall be used for computing vacations, merit, pensions, service awards, and other benefits on length of service.

Transfer. The lateral change of an employee from one job description to another, when the move results in an equivalent pay scale. This will occur upon Department Director recommendation and City Manager approval. Transferred employees are subject to an assessment period that will normally be three months, and followed by a performance review.

ARTICLE III. EMPLOYMENT PROCEDURES

Section 301. POLICY. *(Resolution 07.06: 02/27/2007; Resolution 99.01: 01/05/1999; Ordinance 837: 07/05/1995; Ordinance 2019-13: 08/13/19)*

There shall be no discrimination against any person in recruitment, appointment, training, promotion, retention, or any other personnel action because of political or religious opinions or affiliations, or because of race, color, religion, sex (including gender identity, sexual orientation, and pregnancy), national origin, age (40 or older), disability or marital status. The City will provide a reasonable accommodation as required by law to any qualified individual with a disability.

If any applicant feels he or she has been discriminated against in the opportunity for employment or promotion, a written appeal may be made to the Human Resources Personnel in writing. If the matter is not resolved to the satisfaction of the applicant a further appeal may be made to the City Manager in writing.

Section 302. VACANCIES. *(Resolution 07.06: 02/27/2007; Resolution 99.01: 01/05/1999; Ordinance 837: 07/05/1995; Ordinance 2019-13: 08/13/19)*

As determined by the Charter, Section 6.6(A) All appointments and promotions of city employees shall be made solely on the basis of merit and fitness demonstrated by examination or other evidence of competence. Vacancies may be filled via promotion, transfer, advertisement or any other means deemed appropriate by the City Manager. After consulting with the City Manager and Department Director where the vacancy exists and the Human Resources Personnel may advertise the position in-house, publicly, or both.

Section 303. APPLICATION FOR EMPLOYMENT. *(Resolution 07.06: 02/27/2007; Resolution 99.01: 01/05/1999; Ordinance 837: 07/05/1995; Ordinance 2019-13: 08/13/19)*

Applications for Employment are accepted during normal business hours, in person, by email or other supported methods and date stamped and time stamped at time of being received by the City or the Human Resources Personnel. Applications for announced vacancies must be submitted before the established deadline or as otherwise approved by the City Manager.

All submitted applications must be fully completed using the standard application form and signed by the applicant. The signature represents certification that the statements contained therein are true. Unsigned applications will not be considered. Resumes will be accepted as part of the application process but shall not serve in lieu of the completed application form.

Applications will be considered active for a period of six (6) months from the date of the application and retained for a period of two years. After which time Inactive applications will be destroyed pursuant to State Law. Unsolicited applications have no retention requirements.

The City Manager may reject any applicant, who does not possess one or more of the minimum requirements as specified in the public announcement. Applicants may also be denied employment if the applicant is unable, with or without reasonable accommodation, to perform the essential duties of the position applied for. Grounds for rejection would also include a prior conviction for a felony or any misdemeanor, which directly relates to the position sought.

Fraudulent or false statements made by an applicant (orally or on the application itself), or by others at his or her request or with their knowledge represents cause for rejection from the employment process. Should any falsehood on the application become known after the employee is hired, regardless of the length of service, they will be terminated. Employees disqualified from this process will not be considered for future employment with the City of Madeira Beach.

Section 304. EXAMINATIONS. *(Resolution 07.06: 02/27/2007; Resolution 99.01: 01/05/1999, Ordinance 837: 7/05/1995)*

Examinations, oral and/or written, may be used to determine the fitness of applicants for particular positions. The City Manager and appropriate Department Director will determine which positions require testing. Whenever testing is required, assistance may be sought from any source deemed appropriate in creating and administering the exam. All other aspects of the examination process will be determined and approved by the City Manager.

Sec.t 305. SELECTION. *(Resolution 07.06: 02/27/2007; Resolution 99.01: 01/05/1999; Ordinance 837: 07/05/1995; Ordinance 2019-13: 08/13/2019)*

The Human Resources Personnel will provide the appropriate Department Director with the applications for employment and/or written examination results of each applicant who has applied or is on file for the vacant position. An initial interview may be conducted by the Human Resources Personnel with recommendations to the Department Director. Candidate(s) selected shall be interviewed by the Department Director, the supervisor (if appropriate), and the Human Resources Personnel prior to a final interview with the City Manager (if appropriate).

The Human Resources Personnel shall perform a 'due diligence' background check on the top candidate(s). Final selection of an individual for employment or promotion shall be made by the City Manager, using the

recommendation of the Department Director and the Human Resources Personnel.

Whenever an offer for employment is made, it is contingent upon the successful completion of a thorough background investigation, a pre-employment physical examination (by the City's designated physician), and when deemed necessary for safety sensitive positions a pre-employment drug screening.

Section 306. VETERAN'S PREFERENCE. *(Ordinance 837: 07/05/1995)*

U.S. Armed Forces Veterans will be given special consideration during the selection process as required by state and federal law.

Section 307. EMPLOYMENT OF RELATIVES (NEPOTISM). *(Resolution 07.06 – 2/27/07; 99.01- 01/05/99, Ordinance 837-7/5/95; Ordinance 2019-13: 08/13/19)*

Per Florida Statute 112.3135 (d) "Relative" for purposes of this section only, with respect to a public official, means an individual who is related to the public official as father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, or half-sister.

The City does not encourage the employment of relatives. This Section is not intended to serve as an absolute prohibition of the employment of relatives, or to impact on those City employees who are now related or who become related by this definition. However, in no instance will approval be granted for the employment, promotion or transfer of a relative as defined herein to a position where a City employee would be supervising or directly influencing the activity of a relative. Also included are person's co-habitating in the same household, but not necessarily legally married to the employee.

Where an employee is supervising or directly influencing the activity of another employee becomes related to that employee by marriage, one of the two employees may be transferred to the same job title, if such transfer is available, or may apply for another position if a vacancy exists. If a transfer or another position is not available, one of the two employees must resign.

ARTICLE IV. THE PAY AND CLASSIFICATION PLAN

Section 401. GENERAL PROVISIONS. *(Resolution 07.06: 02/27/2007; Resolution 00.10: 10/17/00, Resolution 99.01: 01/05/1999; Ordinance 837: 07/05/1995; Ordinance 2019-13: 08/13/19)*

Purpose. The Pay and Classification Plan provides a systematic method for identifying positions within the City and providing a basis of compensation.

Use of the Plan. The Plan will be used to draft job qualifications, prepare examinations, determine salaries to be paid for each position, identify lines of promotion, develop employee training programs, and to provide understandable and uniform terminology of jobs.
Content of the Plan. The plan consists of various elements which when grouped together provide an overall management tool.

A. Classification Plan. The classification plan consists of a grouping of related or similar work tasks within each department, an analysis of the actual tasks performed, and the conditions under which the work is accomplished.

B. Job Title. The identification of a job title, which clearly describes the work performed under a specific grouping of tasks in the classification plan.

C. Job Description. A detailed written analysis of the nature of work and responsibilities of the position, together with an outline of the knowledge, skill, abilities, experience, training, physical demands, work environment, selection criteria, and any tasks deemed necessary by the Department Director.

D. Pay Plan. A table of basic pay rates for each position categorized by jobclassification.

Administration of the Plan. The addition of new job titles, classifications, deletion of existing positions or classifications, or the change of either positions or classifications shall be executed by the Human Resources Personnel at the City Manager's direction. Upon completion, the City may present changes to the Civil Service Commission for review prior to the Board of Commissioners for final approval and adoption.

All related issues affecting employees as the result of any personnel change will be determined by the City Manager.

Section 402. NEW APPOINTMENTS. *(Ordinance 837: 07/05/1995)*

All new appointments in the City will be made at the lowest pay rate established for the job title to which the appointment is made or a higher rate depending on experience and/or qualifications. The City Manager may establish a higher starting salary provided the appointee has special qualifications.

Section 403. MERIT INCREASES. *(Resolution 07.06: 02/27/2007; Resolution 99.01: 01/05/1999, Ordinance 837: 07/05/1995; Ordinance 2019-13: 08/13/19)*

The City Manager may approve merit pay increases within the established pay range. Increases will not be automatic and are dependent upon a written recommendation from each Department Director, based on standards of performance as indicated by the employee's performance evaluation. Under normal conditions, merit pay increase will not be considered more than once per fiscal year (12 months). No merit pay increase shall be granted above the maximum pay rate for the position. Any deviations from the normal merit pay increase dates will be only authorized by the City Manager.

No merit increase shall be granted to any employee who has received a formal disciplinary action (suspension or involuntary demotion) within the previous six months of anniversary date.

A lump sum merit pay-out shall be granted to all employees for excess hours over the maximum of their pay grade as a result of work requirements.
The amount of each merit increase will be decided upon by the Board of Commissioners based on an adopted budget and in coordination between the Civil Service Commissioner, Finance Director, Human Resource Personnel and the City Manager.

Effect of Personnel Changes on Pay Rate, Probationary Period, and Merit Eligibility. All (promotion, demotion, reclassification, transfers) personnel changes may result in:

1) A pay change, where applicable, to be determined by a performance matrix;
2) The initiation of probationary period; or appointment into acting or interim role.

The effective date of any pay change will be the first day of the closest complete pay period, to employee's anniversary date, or as determined by a Collective Bargaining Agreement.

Section 404. WORK PERIOD AND CALCULATION OF OVERTIME. *(Resolution 07.06: 02/27/2007; Resolution 00.10: 10/17/2000; Resolution 99.01: 01/05/1999; Ordinance 837-07/05/1995: Ordinance 2019-13: 08/13/19)*

Policy. The City's general policy is to avoid generating overtime. Department Directors may authorize or direct an employee to work overtime when necessary in order to meet operating needs of the City. All overtime hours must be authorized (in advance when not an emergency) by a Department Director before payment will be approved.

7-Minute Rule. The City adheres to the FLSA minimum wage and overtime pay requirements if the employer always rounds down. Employee time from 1 to 7 minutes may be rounded down, and thus not counted as hours worked, but employee time from 8 to 14 minutes must be rounded up and counted as a quarter hour of work time.

Work Period. Unless otherwise specified by collective bargaining agreement, the City policy for a work period will be 7 days (40 hours) in length. Overtime will be paid in accordance with City policy, and at the rate of one and one-half times over the employee's regular hourly wage during each 7 day work period. Overtime is payable in increments of quarter-hours. Sick leave, jury duty, bereavement leave, and any leave of absence without pay will not be considered as time worked for the calculation of overtime. Paid annual and holiday leave will be considered as time worked for the calculation of overtime.

Call Back. Any employee that is called back to work will receive a minimum of two hours pay, or as outlined in their respective collective bargaining agreements. Calculation of overtime will only be considered after first 40 hours worked in a 7 day workweek.

Section 405. COMPENSATORY TIME. *(Resolution 07.06: 02/27/2007; Resolution 99.15: 6/15/99, Resolution 99.01-01/05/99: Ordinance 2019-13: 08/13/19)*

In an effort to allow Department Directors the flexibility to meet their operational needs, the City does allow the use of compensatory time as a means by which they can better meet budgetary constraints without suffering a corresponding inability to maintain pace with the workload they have. In such cases, where the use of overtime is not feasible, the Department Directors may ask an employee to perform additional duties beyond the scope of their normal workweek, and that said time will be earned as compensatory time as opposed to overtime. Compensatory time is granted at one and one-half times the number of each hour of overtime worked and may be used within same pay period as accrued or at a later date.

Unused compensatory time as of separation of employment, or as of September 30 of each year for individuals still employed by the City of Madeira Beach shall be paid out to the employee during the first full pay period in October of the respective year.

On-Call Status. The City of Madeira Beach, Florida recognizes the needs of its citizens with regards to public work emergencies (i.e., sanitary and storm water) and authorizes the implementation of On-Call Status for affected City personnel. The affected job descriptions will include rotating on-call status as a form of "tasking" and a condition of employment. During the "On Call" period, an employee will carry a pager, cellular phone or other device, to be notified of, and respond to, emergency situations. Employee's on-call shall receive six hours of compensatory time. If an emergency situation arises and the employee is called back to work, the employee will receive two (2) hours minimum pay at time and one-half after first 40 hours

in the workweek, in accordance with the established Personnel Policy for Call Back Pay under Section 404.

Section 406. PAY PERIOD AND PAYROLL TIME REPORTS. *(Resolution 07.06: 02/27/2007; Resolution 99.01: 01/05/1999; Ordinance 837: 07/05/1995; Ordinance 2019-13: 8/13/19)*

Unless otherwise specified by the City Manager, salaried employees are required to submit payroll sheets, indicating whether they physically worked on any given day on a timesheet for each pay period.

All hourly employees shall numerically indicate the number of actual hour's worked or leave hours recorded on a timesheet for each pay period. Time cards or timesheets must include clock in, clock out and time in/out for lunch. Any time card exceptions (i.e. missed punch, extended lunch, etc.) should include comments by the employee initialed for approval by the Department Director. Timesheets should be signed by the employee, approved by the respective Department Directors and submitted to the payroll administer in accordance with administrative procedures as established by the City Manager. The City reserves the right to make changes in the method of recording time worked when errors are identified.

Section 407. PAY CHECKS. *(Resolution 07.06: 02/27/2007; Resolution 99.01: 01/05/1999; Ordinance 837: 07/05/1995; Ordinance 2019-13: 08/13/19)*

Employee pay checks will be electronically submitted through direct deposit to their perspective bank, credit union, etc. on the scheduled calendar pay date. Employees will access their pay check information through the payroll website used by the organization. Should a paper check stub be needed, the payroll administrator can provide a printed copy when requested. If a payday falls on a holiday, paychecks will be distributed on the last working day before the holiday.

Paychecks may be granted for advance use of annual leave subject to the approval of the City Manager. In no case shall an employee be paid for hours not yet worked, or for annual leave hours, which the employee has not accrued.

Compensation for Hours Worked During a Declared State Of Emergency

During the Emergency Period, non-exempt (hourly, overtime eligible) non-bargaining unit employees shall be paid at a rate of one and one-half times (1.5x) base straight pay for each hour of their normally scheduled hours that they work and one and one-half times (1.5x) for all hours worked outside their regular scheduled work hours during the declared emergency conditions, when other employees are allowed administrative leave, until the City Manager declares that it is safe for all employees to return to work. After such time, the employee will be paid according to the normal pay policy.

During the Emergency Period and Post Impact/Recovery period, exempt employees shall be compensated by receiving pay for all time worked in excess of their regularly scheduled hours in each work week during the declared emergency/disaster and Impact/Recovery period. However, in the case of exempt employees, the duration of the recovery period shall be determined on a department by department basis. The duration of the recovery period may be longer for some departments than for others. The rate of pay for such additional hours worked shall be equivalent to the exempt employee's hourly rate of pay computed as if the employee was not paid on a salary basis. The additional compensation shall be in addition to the employee's regular salary. Each department will provide the appropriate forms for exempt employees to document their hours worked. Nothing herein shall be construed to affect the exempt status of such employees.

Employees who are out on prior-approved leave or who called in sick or otherwise took personal leave during any of the three periods will continue to be charged for such leave.

ARTICLE V. EMPLOYEE PERFORMANCE EVALUATIONS

Section 501. GENERAL PROVISIONS. *(Resolution 07.06: 02/27/2007; Resolution 00.10: 10/17/00, 99.01-01/05/99, Ordinance 837- 07/05/1995: Ordinance 2019-13: 08/13/19)*

The City Manager or his designee will establish and administer a program for rating the work performance of all classified employees. The City Manager will establish and administer the program for rating the work performance of all non-classified employees, (normally directors, charter officers and confidential employees).

The evaluation is used to measure the employee's performance by reviewing the employee's achievement of assigned duties responsibilities and participation in continued training or learning opportunities. It can also be used in estimating an employee's potential for advancement or for documenting job performance in support of disciplinary actions. It may also be used as a factor in granting merit pay increases, or as evidence in a hearing before the Civil Service Commission concerning disciplinary actions. Merit increases are awarded on the basis of meeting or surpassing performance standards established. A satisfactory performance evaluation does not, in and by itself, guarantee a merit increase. Merit pay increases will not be retroactive unless authorized by the City Manager. A Supervisor may initiate an evaluation at any time during the year.

Section 502. FREQUENCY. *(Resolution 07.06: 02/27/2007; Resolution 99.01: 01/05/1999; Ordinance 837: 07/05/1995)*

All City employees shall receive an evaluation at least once every twelve months. The date of evaluation will depend on the employment date for classified employees. Non-classified employees will be evaluated in the same manner as these described above, regardless of whether merit was awarded. Evaluation reminders shall be given to directors in accordance with the schedule maintained by the Human Resource Personnel.

ARTICLE VI. BENEFITS

Section 601. HOLIDAYS. *(Resolution 00.10: 10/17/2000, Resolution 99.01: 01/05/1999; Resolution 2014-52: 12/10/2014; Ordinance 837: 07/05/1995; Ordinance 2019-13: 08/13/19)*
The following days will be recognized as holidays for employees of the City of Madeira Beach:

New Year's Eve	Veteran's Day
New Year's Day	Thanksgiving Day
Martin Luther King Day	Day after Thanksgiving
Memorial Day	Christmas Eve
Independence Day (July 4)	Christmas Day
Labor Day	Floating Holidays (2)

Floating Holidays. May be requested by the employee with advance approval of the Department Director. Floating Holidays may be used after completion of first 30 days of employment and employees must use in 8 hour increments, unless otherwise documented by a collective bargaining agreement. The Floating Holidays must be used during the calendar year in which they were earned or they will be forfeited. Part-time employees will remain not eligible for floating holidays. *(Res. 08.14, adopted 10/28/08, 2019-13: 08/13/19)*

Eligibility for Holiday Compensation. Only full-time and part-time employees as defined herein, are eligible to receive holiday compensation. *(Res. 08.14, adopted 10/28/08)*

Full-time and Part-time employees required to work on the holiday shall receive either (8) eight hours or (4) four hours of holiday pay at the regular hourly rate in addition to the pay due for their normal hours worked. Unless otherwise documented by a collective bargaining agreement, employees required to work shall be given the option of taking another day off with pay within 30 days after the holiday, or receiving straight pay for the holiday. This option must be discussed and agreed upon with the employee's supervisor prior to the actual holiday.

Part-time employees required to work on the holiday shall receive (4) four hours of holiday pay for the number of hours they would otherwise have worked; in addition to their actual hours worked. *(Res. 08.14, adopted 10/28/08)*

In order to receive holiday compensation, employees are required to work their normal working day before and their normal working day after the holiday as a regular part of their scheduled work period, or as determined in a collective bargaining agreement. Should an employee call in sick the working day before or the working day after a holiday they will receive holiday pay only if a healthcare provider's note is provided otherwise will be required to use sick time for the holiday.

Holidays falling on a Saturday will be observed on the preceding Friday and holidays falling on a Sunday will be observed on the following Monday.

A new employee whose first day of work begins the day after a holiday will not be eligible for holiday pay.

Temporary and seasonal employees are not eligible for any holiday compensation.

Employees who do not work holidays as a regular part of the scheduled work period are eligible for holiday pay provided they work their scheduled working day before and scheduled working day after the holiday.

In order to meet the eligibility criteria for either of the above situations, the employee must work all scheduled hours of the workday to be considered in attendance, unless approved by the Department Director.

Eligible employees on Leave of Absence with pay will receive holiday pay as part of their regular leave pay, when substantiated by a healthcare provider's note. Otherwise, the employee will be charged sick leave for the holiday.

Eligible employees on Leave of Absence without pay on a holiday will not receive the holiday pay.

Employees whose normal work schedule requires them to work on the holiday must either work or take Annual Leave any hours over 40 in a work week will count towards overtime.

Section 602. ANNUAL LEAVE. *(Resolution 07.06: 02/27/2007; Resolution 00.10: 10/17/2000, Resolution 99.01: 01/05/1999; Ordinance 837: 07/05/1995; Ordinance 2019-13: 08/13/19)*

Purpose. The purpose of annual leave is to provide full-time employees with an opportunity to be absent from work for approved reasons without loss of pay or benefits and to enjoy periodic rest and relaxation. Only full-time employees of the City of Madeira Beach are eligible to receive annual leave benefits. Part-time and temporary/seasonal employees are not eligible for annual leave.

In order to be eligible to use annual leave, an employee must have successfully completed the probationary or rehire probationary period. A new hire or rehire will accrue leave at the listed rates, but cannot use it

until probation is complete. The City Manager may approve an exception to this policy for specific reasons. An employee who leaves the employment of the City before completing the probationary period will forfeit all annual leave. Annual leave will not be accrued while an employee is on a leave of absence without pay, or in any other non-pay status.

Accumulated annual leave will be tracked by the Human Resources Personnel. Maximum accrual for an employee is twice the annual accrual amount. On or about November 1st of each calendar year, notices will be sent to employees who are projected to have excess annual leave as of December 31 of each year. Employees may cash out any excess accrued hours, with the city managers approval, over the allowable amounts or it will be forfeited as of January 1st of the following year. The decision to make to cash-out excess annual leave must be made prior to the first full pay period in December and paid out on the second pay period of December.

Accruals will be tracked by the Human Resources Personnel on the last day of each calendar month, crediting each eligible employee with leave earned for the month past. Advance annual leave payments will only be made when approved by the City Manager and will be distributed on a regular payday. Advance annual leave payments will be considered along with early paycheck request provisions, as defined in Section 406.

Upon separation from City employment, employees, except for those on initial probation, will be paid for all accumulated annual leave pro-rated to the date of separation, at the employee's current hourly wage. The City does not pay-out annual leave for DROP participants. Annual Leave may not be used for last days of employment in lieu of working.

Request for annual leave use will be made in advance wherever possible. Department Directors will approve requests consistent with operational requirements. Restrictions regarding scheduling remain a management right and may be necessary during certain periods of the year. Annual leave may be taken in fifteen (15) minute increments.

Years of Service	Annual Leave Accrual Earned	Minimum Accrual	Maximum Accrual Allowed 400 hours
0 through 4 years, 11 months	10 days (6.66 hours per month)	80	160 hours
5 years through 9 years, 11 months	15 days (10 hours per month)	120	240 hours
10 years through 19 years, 11 months	20 days (13.33 hours per month)	160	320 hours
20 years or more	20 days plus one day per year of service over 20 years with a maximum of 25 days annual leave per year	160	320 hours
21 years	14 hours	168	336 hours
22 years	14.66 hours	176	352 hours
23 years	15.33 hours	184	368 hours
24 years	16 hours	192	384 hours
25 years	16.66 hours	200	400 hours

Employees may accrue up to two times their max but any over max must be used by Dec. 31 each year

Annual leave for department directors shall be 15 days (10 hours/month) for 0-10 years of service and shall thereafter follow the accrual rate of general employees.

Employees who become hospitalized while on annual leave may use sick time for such period of illness, provided they submit a doctor's certificate documenting same.

In the event of an employee's death, all accumulated annual leave time will be paid to the employee's estate or as otherwise defined by law.

Section 603. SICK LEAVE. *(Resolution 07.06: 02/27/2007; Resolution 00.10: 10/17/00, Resolution 99.01: 01/05/1999; Ordinance 837: 07/05/1995; Ordinance 2019-13: 08/13/19)*

Sick leave is granted to all full-time employees at the rate of 96 hours per year (8 hours/month). Part-time and temporary employees are not eligible to receive this benefit. The use of sick leave for other than its intended use should not be considered as a right of the employee. Sick leave will be granted for the employee's personal illness, disability or other medical needs. Sick leave may be used for illness of a family member, which requires the employee to take time from work. Employees are encouraged to save their sick leave to meet serious illness situations.

Sick leave will NOT count as time worked for the calculation of overtime.

Cash-Out - Sick leave may be accrued with no maximum. Employees shall be allowed to cash-out up to 24 hours of their earned sick for having perfect attendance without sick leave used during that fiscal year. The final payout upon separation will be made on 25% of the accrued hours, subject to Article XI, Section 1101: Resignations. Employees shall not be permitted to use sick time during the last two weeks of employment unless a healthcare provider's note is submitted to the Human Resources Personnel.

When sick, annual leave, and accrued holiday or compensatory time has been exhausted, any additional leave will be without pay.

Notification Procedures. An employee who is unable to work must notify with their immediate supervisor, Department Director, or Human Resources within 4 hours of his/her scheduled reporting time giving the expected length and reason for the absence. Sick notices may be left on a voicemail system or emailed if unable to communicate directly. This procedure shall be followed for each day an employee is unable to work unless specific prior approval waiving this requirement is granted by the Department Director.

The Department Director may require a Healthcare Providers statement for the employee's absence prior to payment authorization regardless of the length of time away from the job.

Excessive Use of Sick Leave. An employee who utilizes excessive leave for reported illnesses or injuries, or is otherwise frequently absent from duty for medical reasons will be required to provide a physician's statement prior to being authorized sick leave. An employee failing to comply with this requirement shall not be granted sick leave. Excessive is defined as three (3) unexcused absences in a three-month period. However, one continuous week-long bout with the flu would be considered one (1) absence.

The City reserves the right in all cases of reported illness to require an employee to furnish a physician's report. Chronic use or abuse of sick leave or tardiness shall constitute grounds for discipline and/or review of an employee's fitness for duty (Section 610).

Unauthorized absences from work for a period of three consecutive workdays may be considered as the employee's voluntary resignation by the City Manager. Following this period, the City will notify the employee by certified mail or other means necessary, that the employee's actions are considered voluntary resignation. If the employee is unable to inform the City of their absence due to a valid substantiated reason such as temporary disability, then the absence will not be considered unauthorized.

Section 604. INSURANCE. *(Resolution 07.06: 02/27/2007; Resolution 00.10: 10/17/00, Resolution 99.01: 01/05/99; Ordinance 837: 07/05/1995)*

The City provides health, dental, group term life and long term disability insurance for all full-time employees, including firefighters, at no cost to the employee. The selection of providers for said coverage will remain at the discretion of the City Manager. Dependent coverage may be available; however, dependent premiums are the responsibility of the employee. Coverage ends on the last day of the month in which termination or resignation occurred. COBRA coverage will be offered at the time of termination, (unless termination was for misconduct) or upon resignation as long as employee completed probation period.

An employee moving from part-time to full-time must wait a full 30 days from date of change before becoming eligible for benefits which would start on the first day of the next full month after the 30 days and will immediately begin intermediate probationary period.

Section 605. RETIREMENT. *(Resolution 00.10: 10/17/00, Resolution 99.01: 01/05/1999, Resolution 2013-49: 09/10/2013; Ordinance 837: 07/05/1995; Ordinance 2019-13: 08/13/19)*

The City is currently a member of the Florida Retirement System (FRS) for all employees hired prior to 01/01/1996. All retirement benefits will be governed by the Florida Statutes. There is no cost to the employee for membership. All full-time employees hired after 01/01/1996, other than firefighters, will not participate in the Florida Retirement System (FRS).

The City provides a 401(a) Retirement Plan through the ICMA (International City Management Association) Retirement Corporation Governmental Money Purchase Plan & Trust for those employees hired or rehired after 01/01/1996. The ICMA Retirement Plan will be available to full-time employees, and after the completion of the six (6) month (or nine (9) month extended) probationary period, the benefits accrued will be retroacted to the employee's date of hire.
Vesting will occur as follows:

a) Employees who have completed two (2) years of employment shall be vested at25%
b) Employees who have completed three (3) years of employment shall be vested at50%
c) Employees who have completed four (4) years of employment shall be vested at75%
d) At (5) five years of employment with the City the employee shall be vested at100%

Details on the plan will be determined by the City Manager, and are available from the Human Resources Personnel. Should an employee leave employment with the City the vesting schedule above will determine their retirement benefit. Upon retirement, employees may choose to continue using the City's Insurance Plans or COBRA at their own expense.

Additional ancillary plan options, such as 457 Plan or a Roth IRA Plan, are available for the all full-time employees to purchase in addition to the 401(a) Plan provided by the City.

Section 606. TUITION REIMBURSEMENT. *(Resolution 07.06: 02/27/2007; 00.10-10/17/00, Resolution 99.01-01/05/1999; Ordinance 837: 07/05/1995; Ordinance 2019-13: 08/13/19)*

Purpose. To encourage employees to obtain education and training to enhance job performance, and to prepare for broader job responsibilities. Tuition reimbursement may be granted for courses offered by educational institutions with prior approval by the City Manager.
Courses taken toward a college degree related to the employee's present job or a reasonable promotional

objective are acceptable. 'Reasonable promotional objective' will be determined by the employee's Department Head and the City Manager. Other vocational and/or technical courses may be considered on a case by case bases and approved by the City Manager.

Tuition reimbursement is available to any full-time employee under the following guidelines:

1. Employee must have successfully completed their employment initial probationary period and be in good standing with the City.

2. No tuition reimbursement shall be authorized to any employee who has had a formal disciplinary action (suspension, involuntary demotion, or probation) within the previous six months. Any employee receiving such action after pre-approval was granted shall not be reimbursed.

3. The maximum tuition rate authorized cannot, under any circumstances, exceed that of the University of South Florida (USF), for the appropriate level of course-work (graduate/undergraduate). In cases where rates vary from USF campus to campus, the USF Tampa rate will be used.

4. Whenever possible, the employee is to take courses at a Community College rather than at a higher institution.

5. In order to be eligible for reimbursement, the employee must submit an Educational Reimbursement Pre-Approval Form prior to the enrollment in the class or course of study.

6. If the employee is pursuing a degree, the employee is to provide proposed curriculum and estimated time for completion of degree to the City Manager for review.

7. At no time may an employee take more than two courses per semester.

8. Course attendance will be on the employee's own time and will not interfere with job duties.

9. Lab fees, books, student activity fees, flat fees, student athletic fees, room and board or application fees are not eligible for reimbursement.

10. After the completion of any class(es), the request for reimbursement must be made by submitting an original receipt showing specific amount of eligible payment, along with a school document indicating grade received to the Human Resources Personnel Assistant City Manager/Finance Director for processing.

11. The resignation or discharge of an employee automatically terminates their eligibility for benefits under this program. Voluntary separation from City employment prior to one year after completion of reimbursed courses shall cause the employee to repay, or have deducted from his/her salary, all costs incurred by the City under this reimbursement program.

Reimbursement. Employees shall be eligible for reimbursement with a passing grade of A or B at 100%. Courses offered on a pass/fail basis only must be passed in order to be eligible for 100% reimbursement.

Section 607. LEAVE OF ABSENCE WITH PAY. *(Resolution 07.06: 02/27/2007; Resolution 00.10: 10/17/2000; Ordinance 837- 07/05/1995: Ordinance 2010-13: 08/13/19)*

The following leaves of absence with pay shall be allowed upon presentation to the City Manager and reviewed by the Human Resources Personnel for appropriate certification showing such leave is required. Such absences will not be charged against an employee's accrued annual leave.

Jury/Court Duty. A leave of absence with pay is granted to an employee when he is called for jury duty or subpoenaed as a witness on behalf of the City or any public agency. The City will pay the employee's regular salary. The employee will furnish proof of such service and will work any part of their regular schedule when not required to serve. Employees who appear as a voluntary witness or litigant against the City, its officers or departments, are not eligible for leave with pay.

Employees, who become involved in litigation not relating to their employment, may use accumulated annual leave.
If a holiday occurs during a court/jury assignment, the employee will be eligible to receive the holiday pay, subject to Section 601.

Proof of duty will be required before compensation is approved. Proof will be considered a Court Summons or Pay Voucher from the Court. The City reserves the right to require a signed statement from the Court Clerk noting each day spent on duty.

Reserve Training. An employee who, by reason of membership in one of the United States military reserve components, is ordered by an appropriate authority to attend a training period or encampment shall be granted leave of absence with supplemental pay corresponding to the time spent in active military reserve training. The City will supplement the employee's reserve training pay in order to bring the employee's salary to the level earned at the time he/she was called to military reserve training status. Such leave shall not exceed seventeen calendar days in any twelve-month period.

Active Military Service. In the event an employee who is a reservist is called to active military service, the employee may be granted a leave of absence to perform active military service

The employee will be granted up to ninety (90) days supplemental pay corresponding with the time spent in active military service thereby supplementing the employee's military pay to the level earned at the time he/she was called to active military duty. The employee will have health insurance and other existing benefits, where allowable, carried forward for this period. Should the active military status continue past ninety days, certain medical benefits may be continued through COBRA (Consolidated Omnibus Budget Reconciliation Act), depending on existing coverage. Upon return from active military service, the employee will be reinstated with the pay and benefits, which were allowed prior to being called to active duty as required by the USERRA Restoration Act. Each month of military service performed counts as a month actively employed by the employer.

Bereavement Leave. Full-time employees shall be granted time off with pay to observe the passing of an immediate family member. Three days shall be granted for in-state deaths or out-of-state deaths where the employee does not attend the funeral. Five days shall be granted for the employee to attend an out-of-state funeral. Immediate family shall consist of the employee's spouse, parent(s), child(ren), brother, sister, step-parent(s), step-child(ren), father-in-law, mother-in-law, sister-in-law, brother-in-law, grandparents, grandchildren. Bereavement Leave shall not be charged to annual or sick leave. Computation of leave shall be based on consecutive workdays, unless approved by the respective

Department Director. If requested, the employee shall provide the Department Director with evidence that the death occurred.

Bereavement leave required in excess of the above referenced leave will be charged to annual leave, or leave without pay at the employee's option.

Administrative Leave. Leaves with pay may be authorized by the City Manager for any reason, which is deemed to be in the best interest of the City and the employee. These may include leaves of absence pending investigations, or attendance at official and educational functions, threatening weather, fitness for duty physical, voting, etc. Each Administrative Leave shall be evaluated independently.

Flex Time. Salaried employees are to understand their positions are paid at a rate which anticipates more than a typical 8 hour day or 40 hour week. However, when extraordinary hours are demanded or required, the City Manager has the authority to grant up to three (3) consecutive vacation days without the use of benefit time, referred to as "flex salaried time." It is expected that salaried individuals shall be required to put in additional hours to complete their normal workload and such hours are not considered "extraordinary" for the purpose of this section.

Family and Medical Leave Act (FMLA) Eligibility:

Eligibility. An eligible employee is one who has been employed for at least 12 months and has been employed for at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave.

Qualifying Events. Eligible employees have the right to take paid or unpaid leave for a period of up to 12 workweeks in any twelve-month period for the following reasons.

1. The birth of a child.
2. The placement of a child for adoption or foster care.
3. Care of a family member (child, spouse or parent) with a serious health condition.
4. Serious health condition, which renders the employee unable to do his/her job.

The Leave Year. The leave year is determined by calculating a 12-month period measured forward from the date an employee's first FMLA begins. An employee taking FMLA leave must first use any vacation or paid absence days as part of the leave. The remainder of the leave will be unpaid.

Application for Leave. An employee who requests FMLA must complete an Application for Family and Medical Leave Form. If an employee is requesting medical leave, his or her physician must complete the Certification of Physician or Practitioner Form prior to beginning leave. Both forms are available from the Human Resource Personnel and required to be returned in within 15 days of first date of absence.
Holidays are considered paid absence days and therefore are paid during FMLA. Larger chunks of time when the city is closed, however, do not count as leave under FMLA.

Employees on FMLA are required to report on their status and intent to return to work by telephone to the Human Resources Personnel and/or Department Head bi-weekly.

Benefits/Contributions. An employee on FMLA is entitled to have health benefits maintained while on leave. The employee is responsible for making any required contributions on a monthly basis during the FMLA time.

NOTE: If an employee is more than 30 days late in paying required contributions, coverage will terminate. The City reserves the right to seek recovery of any premiums paid for health insurance if the employee fails to return to work at the conclusion of the leave.

Pay increases and further accumulation of benefits will be deferred during periods of unpaid FMLA.

Returning to Work After Medical Leave. If an employee takes FMLA due to a serious medical condition, he or she must be certified as able to return to work by a physician.

Section 608. LEAVE OF ABSENCE WITHOUT PAY. *(Resolution 07.06: 02/27/2007; Resolution 00.10: 10/17/00, Resolution 99.01: 01/05/1999; Ordinance 837-07/05/1995)*

Involuntary. An employee may be placed on leave of absence without pay by the City Manager, pending investigation into the employee's conduct and potential disciplinary action or where the City Manager deems it to be in the best interest of the City.

Other Leaves. Other leaves without pay may be authorized by the City Manager for any reason that which is deemed to be in the best interest of the City and the employee.

While on any leave without pay employees will not accrue annual, sick leave or holiday benefits. If insurance benefits are extended to an employee on an unpaid leave, all premiums paid by the employee must be made in advance for the period of the leave.

An employee granted a leave of absence without pay in excess of twelve (12) weeks shall be permitted to return to work providing a vacancy exists in their prior position. If such vacancy does not exist, the employee shall be terminated and may reapply for a vacant position for which qualified.

Employees reinstated to their prior position from a leave without pay will be entitled to receive their prior rate of pay in addition to any cost of living increases applicable to all otheremployees.

A leave of absence without pay for thirty consecutive days or longer will result in a corresponding adjustment of the employee's anniversary date of employment and time in position.

Section 609. EMPLOYEE ASSISTANCE PROGRAM. *(Resolution 07.06: 02/27/2007; Resolution 99.01: 01/05/1999)*

The City of Madeira Beach recognizes that personal situations which may affect an employee's well-being and job performance, and is committed to providing programs and services to assist those employees. Therefore, the City is sponsoring a confidential Employee Assistance Program (EAP) which offers employees and their families' short-term professional counseling and assistance for any type of personal problems including relationship issues, emotional distress, and chemical dependency.
Self-Referrals: An eligible employee may contact the EAP at any time for professional assistance by calling the telephone number noted in the EAP brochure to schedule a confidential consultation.

Management Referrals: If an EAP referral is indicated, based on performance issues, or the employee seeking advice regarding a personal problem, the City Manager or his designee shall contact an EAP counselor to review the issues and assist in scheduling a meeting with the employee. The employee will be instructed to arrange an appointment with the EAP counselor, and although the final decision to use the program is left up to the employee, the employee is still responsible for job performance related issues,

and may be subject to disciplinary actions for these issues. Failure to report for mandatory referral may result in administrative leave pending disciplinary proceedings, up to and possibly including discharge.

In safety sensitive occupations, the EAP referral may be mandatory as "fitness for duty". The employee will be responsible for providing proof of attendance, and if required, certification of Fitness for Duty.

Any time off from work to attend a counseling session is subject to established policy for absenteeism. If the counseling session is being mandated by the City, the employee must make every effort possible to make sessions during their time off from work. If not possible and the mandated session causes time off from work, the employee will not be penalized in accordance to the absenteeism policy.

Section 610. FITNESS FOR DUTY

The physical fitness of employees is vital to the level of service provided to the public. In the event an employee's mental or physical fitness for duty is questioned the following procedures will be implemented:

A) If the employee has been seen by their licensed medical provider (MD):

1. The employee is responsible for providing a medical release to their specific position when reporting back to work. If the employee does not have a medical release, the supervisor may request the employee to leave their shift until such time as the employee returns with the appropriate release. Time spent obtaining the form is charged to the employees sick leave bank.
2. Medical release must be returned to the City within three (3) calendar days of the request.
3. In the event an employee is not able to perform the essential functions of their position, the time from work will be charged to their accumulated sick leave. If there is not sufficient sick leave available, the employee may use accumulated leave, holiday and compensatory time, if any.
4. The City reserves the right to request a second opinion when there is reason to question the employee's fitness for duty. The City shall determine the extent of the examination based upon the employee's job description, the physician, and bear the cost for the second opinion.

B) If the employee has not been seen by any medical provider:

1. The supervisor may send the employee to the City's physician, or local emergency room, if appropriate. The time spent in receiving initial medical evaluation is charged to Administrative Leave.

2. Whenever the City has cause to believe that an employee is unable to perform the essential functions of his position with or without reasonable accommodation, it may require a fitness for duty examination, which would be limited to the examination of the employee's fitness to perform the essential functions of the job.
3. If the medical provider states the employee is not able to perform the essential functions of their position, the time from work following the appointment, will be charged to their accumulated sick leave. If there is not sufficient sick leave available, the employee may use accumulated annual leave, holiday and compensatory time, if any.

ARTICLE VII. EMPLOYEE TRAINING *(Resolution 07.06: 02/27/2007; Resolution 00.10-10/17/00, Ordinance 837: 07/05/1995)*

The City Manager, through the Department Directors, may establish and develop an educational program for employees of the City, when deemed appropriate. The purpose of such a program is to increase the operational efficiency of employees in their present positions and to assist employees in preparing themselves for positions of increasing difficulty and responsibility. Employee participation in some training programs may be declared mandatory by the City Manager, while other non-mandatory trainings will be made available to all employees for completion towards merit evaluation/consideration.

Department Directors shall be responsible for determining which additional training programs will benefit the department and the employee(s).

Approval must be received prior to registering for training. The City reimburses the employee for mileage, meals and lodging, if applicable. No overnight stay will be approved for training within a 50 mile radius of the City. Any exceptions to this rule must be approved by the City Manager.

Internship – The City internship program provides students with paid and non-paid opportunities to experience and learn the inner workings of a local government. The City will provide legitimate opportunities for professional and educational experiences approximately equal in quality to those provided in a college classroom. Hours and day of employment will be specified at the start of the internship and maintained throughout the program. Under no circumstances will the City demand additional hours of work from the intern without appropriate permissions.

ARTICLE VIII. ACCIDENT PREVENTION, WORK SAFETY AND WORKER'S COMPENSATION

Section 801. GENERAL PROVISIONS. *(Resolution 99.01: 01/05/1999; Ordinance 837: 07/05/1995)*

The City of Madeira Beach, in the interest of both employee and public safety and its commitment to provide a safe working environment, will establish and maintain a Workplace Safety Program pursuant to the requirements of the Florida Occupation Safety and Health Act, Chapter 93-415, §52-74, Laws of Florida, and Rule 381-17 of the Florida Administrative Code.

Section 802. INJURY TREATMENT AND REPORTING. *(Resolution 07.06: 02/27/2007; Resolution 00.10: 10/17/2000, Resolution 99.01: 01/05/1999)*

Medical treatment for all workers compensation injuries will be provided pursuant to Florida Statute 440.134 and in accordance with the Workers Compensation Procedures. A routine post-accident drug test will be performed on all employees who have contributed to an accident requiring medical treatment as well as employees who receive medical treatment for an injury obtained on the job.

Section 803. VEHICLE ACCIDENT REPORTING PROCEDURE. *(Resolution 07.06: 02/27/2007; Resolution 00.10: 10/17/00, Resolution 99.01-01/05/99; Ordinance 837: 07/05/1995; Ordinance 2019-13: 08/13/19)*

In all cases when a City-owned vehicle is involved in any kind of motor vehicle accident/incident, employees will immediately notify in addition to their supervisor, the designated Law Enforcement Agency, if within the City of Madeira Beach, or the appropriate law enforcement agency if outside the City. In the event the

employee's supervisor is not available, another supervisor from within that department will be dispatched to the accident scene.

Employees (operator) who are found to be at fault may be responsible for repair costs up to the current insurance deductible and will be subject to disciplinary action, up to and possibly including discharge.

The designated supervisor will insure that a Vehicle/Property damage form is completed on all accidents with involving a city vehicle and copies of this report shall be forwarded to the Human Resource Personnel and/or City Manager's office within three working days of the accident.

A routine post-accident drug test will be performed on all employees who have contributed to a motor vehicle accident where any liability to the City has occurred.

Section 804. INCIDENT/LIABILITY REPORTING PROCEDURE. *(Resolution 07.06: 02/27/2007; Resolution 99.01: 01/05/1999; Ordinance 837: 07/05/1995: Ordinance 2019-13: 08/13/19)*

Any incident which happened or is alleged to have happened, where the City could conceivably share liability, will require an Accident/Incident form or a Notice of Injury to be completed, will be reported to the employee's immediate supervisor and the Human Resources Personnel within twenty- four hours of occurrence.

Section 805. WORKERS COMPENSATION. *(Resolution 07.06: 02/27/2007; Resolution 00.10: 10/17/2000, Resolution 99.01: 01/05/1999; Ordinance 837: 07/05/1995)*

Payment of Workers' Compensation to an employee, who is incapacitated, because of an injury arising out of and in the course of performing his/her duties, will be governed by the State of Florida Workers' Compensation Law. All City Employees, Interns, Temporary and Volunteers shall be covered under the City's Worker's Compensation Program.

Workers compensation injuries will, in many cases, constitute a "serious health condition" as the term is defined in the Family Medical Leave Act (FMLA). When an employee begins workers' comp leave, there will be a determination of whether that particular injury constitutes a serious health condition and whether the workers' comp leave will be designated as FMLA leave. While on workers' comp/FMLA leave, the employee's group insurances will be continued to the same extent as when they were working, and the right to be reinstated to their former position will be fully protected for up to twelve weeks, depending on whether they have previously used any of their annual twelve-week allotment of FMLA leave.

Section 806. TRANSITIONAL DUTY ASSIGNMENTS. *(Resolution 07.06: 0 2/27/2007; Resolution 00.10: 10/17/2000, Resolution 99.01: 01/05/1999; Ordinance 837: 07/05/1995)*

The City may offer Transitional (not permanent) Duty Assignments (TDA) for eligible employees who have been restricted by their physician due to an on-the- job injury or job-related illness. If the employee is still unable to perform all the duties of his/her regular position at the end of the TDA, he/she may be placed on workers' compensation leave. A physician may be asked to re-evaluate the physical status of an employee on workers' compensation leave, or in a TDA every 30 days.

Employees in a TDA may be assigned to any department and on any shift. Employee in a TDA is bound by the same work conditions and requirements as any other employee, except as noted below. Only employees capable of performing all of the essential job functions of the position need be considered for that option. An employee who reaches maximum medical improvement (MMI) will no longer be considered for TDA.

If the employee is eligible for FMLA leave, and is offered a TDA with duties he/she is able to perform, he/she will have to choose between working or taking leave as explained below:

Option 1 (Taking Leave): Employees may choose to exercise their right to take FMLA leave instead of returning to work in the TDA. However, such employees will lose their temporary (wage loss) workers' compensation benefits because they declined available work. If they recover while on FMLA leave, they must be reinstated to their previous or like position in accordance with FMLA requirements. If they continue on workers' comp leave after their FMLA leave has expired, the City may terminate their group medical insurance and issue a COBRA notice. They may also be eligible for reinstatement if they are subsequently able to return to their former position, if there is a suitable vacancy. However, reinstatement need not be guaranteed after FMLA leave has been exhausted.

Option 2 (Working): Employees may accept the TDA. While working in the TDA they have the right to be reinstated to their regular position for up to 12 weeks. If they cannot return to their regular job, and they still qualify for FMLA leave, they have the right to take any balance of their 12-week entitlement not yet used. The employer may eliminate the TDA at any time, but the time spent working in the TDA does not count as part of the FMLA leave as provided by FMLA Regulation 825.2209(d).

Failure to accept a TDA within their physical restrictions by employees who are not eligible for FMLA will be considered grounds for termination.

ARTICLE IX. GRIEVANCES AND APPEALS.

(Resolution 07.06: 0 2/27/2007; Resolution 00.10: 10/17/2000, Resolution 99.01: 01/05/1999; Ordinance 837: 07/05/1995; Ordinance 2019-13: 08/13/19)

The Civil Service Commission may render advisory opinions based on its findings to the City Manager. The commission will provide the City Manager with a copy of its statement of opinions, which shall also be provided to the grieved employees.

Per the Charter Section 4.6 (c) Prohibitions - 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.

In order to provide and maintain the best possible conditions of work for classified employees, and in order to preserve and improve cooperation between and among staff members, the City of Madeira Beach encourages the prompt, fair settlement of grievances through an orderly grievance appeal procedure, without interference or reprisal. A grievance is defined as a classified employees' expression of dissatisfaction concerning a job related action such as disciplinary action, including termination. The employee may not appeal verbal warnings or performance evaluations.

Temporary/Seasonal or probationary employees are not permitted to appeal disciplinary actions.

The grievance appeal procedure consists of three successive steps, which must be followed, in order and within the time frame provided for in this policy.

Grievances must be filed within ten (10) calendar days after the action or incident and contain the reasons why the employee considers the action inappropriate or inequitable. Appeals to the successive steps must be filed within ten (10) calendar days following receipt of the decision made in the preceding step, or the grievance will be presume settled and not subject to further consideration. All notifications and filings must be in writing and signed by the author(s).

STEP ONE – Immediate Supervisor
The grievance must be submitted by the employee to the employee's immediate Supervisor. The Supervisor must address and respond to the grievance within five (5) calendar days. If the employee is not satisfied with the decision at Step One, or if the grievance directly involves the Supervisor, the employee has the right to present the grievance at Step Two.

STEP TWO – Department Head
The grievance must be submitted by the employee to the Department Director with a copy to the Human Resource Personnel and City Manager. A meeting will be held with the Department Director, the aggrieved employee and the Human Resource Personnel and City Manager. This meeting will be held within ten (10) calendar days of the filing of the grievance.

Within ten (10) calendar days of this meeting, Department Director must notify the employee of the decision. If the employee is not satisfied with the decision at Step Two, the employee has the right to present the grievance at Step Three.

STEP THREE – Appeal to the Civil Service Commission
A request for further consideration must be presented to the Civil Service Commission via the Human Resource Personnel in thirty (30) calendar days of receipt of the Step Two decision. The Civil Service commission shall have the power to issue subpoenas to compel attendance so that it is limited solely to the grievances.

Per Charter Section 5.7. Grievance procedures, including procedures for the hearing of grievances by the Civil Service Commission, which may render advisory opinions based on its findings to the City Manager with a copy to the aggrieved employee.

The Civil Service Commission will conduct a comprehensive review of all available information concerning the grievance and if deemed appropriate will meet with the aggrieved employee. Following the investigation, the Commission's findings will be forwarded to the City Manager as a recommendation. The City Manager may request meeting with all parties. The aggrieved employee will be notified within ten (10) calendar days of the City Manager's decision, which is binding.

ARTICLE X. DISCIPLINARY ACTION

Section 1001. **GENERAL PROVISIONS**. *(Resolution 00.10: 10/17/2000, Resolution 99.01: 01/05/1999: Ordinance 837: 07/05/1995; Ordinance 2019-13: 08/13/19)*

The City Manager shall when he/she deems it necessary for the good of the City, suspend or remove all City employees and appointive administrative officers provided for or under this Charter, except as otherwise provided by law, this Charter, contract or personnel rules adopted pursuant to the Charter.

It is the policy of the City of Madeira Beach that discipline should be corrective rather than punitive Guidance of employees for the following constitute the reasons for which an employee may be removed from employment. However, the City Manager is not limited to these offenses and may remove any employee from employment whenever it is deemed in the best interest of the City. Probationary and temporary employees who are disciplined, suspended, demoted or discharged by the City shall not be subject to any grievance or appeals procedure. Rules and regulations are necessary to insure efficiency and effectiveness and to promote proper employee conduct. When circumstances permit, supervisors are encouraged to utilize "progressive discipline" by administering gradually increasing disciplinary actions for each successive instance of employee misconduct. Each level of discipline shall be documented and placed in the employee's personnel file.

The following guidelines are divided into four levels, which reflect the seriousness of the offenses. These levels are written counseling, written reprimand, suspension and discharge. In each level and for each infraction, consideration will be given to the severity of the offense, the actual or potential cost or damage involved, time interval between infractions, the length and quality of service records and any other pertinent information. In considering disciplinary action on a current infraction or offense, the City will take into consideration any prior infractions and consider length and quality ofservice.

Probationary and temporary employees who are disciplined, suspended, demoted or discharged by the City shall not be subject to any grievance or appeals procedure.

The City retains the right to treat each occurrence of misconduct on an individual basis without creating a precedent for other future cases. The rules and regulations provide recommended progressive discipline to apply for specific offenses; however, the recommended penalties may be modified by management and may include a lesser or more severe penalty when extenuating circumstances exist. The following rules and standards of conduct are not to be construed as a limitation upon the retained rights of the City, but are to be used only as a guide.

Supervisors may use their discretion in determining or recommending appropriate disciplinary action. When an employee's conduct can be considered to fall into two categories provided in these guidelines, the Supervisor may select the category they believes to be the most appropriate. If an employee's conduct does not fall within any of the categories described, the supervisor may determine or recommend disciplinary action in accordance with the group offense they believed to be is most appropriate. The following guidelines do not override any specific rule contained herein or any policy issued by the City.

Immediate supervisors have the authority to issue verbal warnings to all employees under their control and may recommend action of a higher degree as appropriate. Department Directors have the authority to issue disciplinary action up to and including a written reprimand based on the circumstances of the violation. Department Directors may recommend to the City Manager that the employee be suspended without pay or discharged.

No employee shall be terminated without a Pre-Termination Hearing by the City Manager as a time and date specified by him/her and with or without the employees presence. Pre-Termination Hearings shall mean those hearings, when it has been alleged that an employee has violated a Departmental or City rule that could lead to termination. The employee shall be given 72 hours' notice, in advance, of a Pre-Termination Hearing and shall be afforded due process during the hearing.

The City Manager or designee has the sole authority to suspend an employee with/without pay or to discharge an employee for cause.

Section 1002. GROUP I OFFENSES. *(Resolution 07.06: 02/27/2007; Resolution 99.01: 01/05/1999; Ordinance 837: 07/05/1995)*

First Offense	Written Counseling
Second Offense	Written Reprimand
Third Offense	Suspension w/o pay and/or demotion
Fourth Offense	Discharge

1. Neglect, carelessness or failure to observe departmental safety rules or disregard of common safety practices.
2. Neglect or carelessness, which results in repetitive or preventable accidents, which do not involve personal injury.
3. Tardiness is defined as reporting late for work, over-extending breaks or meal periods. One offense is equal to three occurrences in any thirty calendar day period, or a continuous pattern, once documented.
4. Employee has hindered the regular operation of the department because of chronic or excessive absenteeism. Excessiveness is more than three occurrences in any thirty calendar day period which have not been approved.
5. Wasting time, loitering, or leaving assigned work areas during working hours without permission.
6. Competence, productivity and workmanship do not meet standards of performance, as established by the Department Director.
7. Engaging in horseplay and scuffling as determined by the Department Director.
8. Creating or contributing to unsafe and unsanitary conditions or the failure to keep work area clean.
9. Distributing written or printed matter of any description on City premises unless authorized by Department Director.
10. Operating, using, or possessing tools, equipment or machines to which the employee has not been assigned or performing other than assigned work.
11. Failure to carry out assigned work or instructions by a supervisor.
12. Discourtesy while in the performance of duties.
13. Pervasive negative attitude which affects the delivery of services by other employees.
14. Wearing a City uniform in a manner, which discredits the City, as determined by the Department Director, whether during normal working hours or after hours.
15. Operating a City vehicle without having the required driver's license in your possession.
16. Violation of any departmental rule or administrative policy. Which is considered within the Group level of severity, as determined by the Department Director with City Manager concurrence.
17. Unauthorized use of City telephones for charging personal long distance or toll calls to the city.

Section 1003. GROUP II OFFENSES. *(Resolution 07.06: 02/27/2007; Resolution 99.01: 01/05/1999; Ordinance 837: 07/05/1995)*

First Offense	Written Reprimand
Second Offense	Suspension w/o pay and/or demotion
Third Offense	Discharge

1. Unauthorized use of City property.
2. Sleeping during working hours.
3. Operating a City owned or other vehicle (or piece of equipment) used in the service of the City in a negligent manner not involving personal injury.
4. Transportation of unauthorized passengers in City vehicles.
5. Failure to report an incident or accident occurring while on duty immediately to a supervisor, regardless of whether property damage or personal injuryresulted.
6. Failure to comply with oral or written orders and instruction.
7. Mistakes due to carelessness causing material, parts or equipment to be damaged, scrapped or wasted.
8. Failure to report a request for information or receipt of a subpoena or summons from an attorney, law firm, or court of law in connection with City relatedbusiness.
9. Engaging at any time in employment or activity, which creates a conflict of interest with the duties, functions and responsibilities of a City employee.
10. Making or publishing false, vicious or malicious statements concerning any employee, supervisor, the City or its operation which would bring the company's reputation into disrepute, whether it was realized or not.
11. Conduct unbecoming a City Employee, as determined by the City Manager and supervisor in consultation with Human Resources Personnel.
12. Violation of any departmental or administrative policy or rule, as determined by the Department Director with City Manager concurrence, which is considered to be within the Group II level of severity.
13. Permitting another person to use your City identification information, or using another person's identification card, or altering a City identification card.
14. Political activity while on City time.

Section 1004. GROUP III OFFENSES. (Resolution 9 9 . 0 1 : 0 1 /05/1999; Ordinance 837: 07/05/1995)

First Offense Suspension without pay and/or demotion.
Second Offense Discharge

1. Provoking or instigating a fight.
2. Malicious mischief, demonstrations on the job, or other acts of disorderly conduct, as interpreted by the Department Director.
3. Driving a motor vehicle while on duty without a valid State of Florida driver's license (operator or CDL), or failure to report the loss or suspension of a driver's license, within one day of the loss or suspension, when an employee is required to drive while on duty.
4. Insubordination by the refusal to perform work assigned, or to comply with written or verbal instructions of supervisory personnel, including the use of abusive language or behavior directed toward a supervisor or a member ofmanagement.
5. Revealing confidential information without prior approval from the City Manager.

6. Disclosing or using information not available to the public for personal gain or benefit.
7. Failure to disclose partnership, controlling interest, or employment with a business entity subject to City regulations or that has substantial business commitments with the City. A sworn disclosure statement must be filed within forty-five days after employment with the City or after the acquisition of such position or material interest.
8. The unauthorized use of City equipment or vehicles for personal financial gain.
9. Violation of any Departmental or Administrative policy or rule, as determined by the Department Director with City Manager concurrence, which is considered to be within the Group III level of severity.

Section 1005. GROUP IV OFFENSES. *(Resolution 07.06: 02/27/2007; Resolution 99.01: 01/05/99; Ordinance 837: 07/05/1995; Ordinance 2019-13: 08/13/19)*

First Offense - Disciplinary action up to and including discharge

1. Serious neglect in the performance of assigned duties, as determined by the City Manager.
2. Drinking alcoholic beverages or using illegal drugs while on City property, including City vehicles.
3. Drinking alcoholic beverages or using illegal drugs while on City time.
4. Deliberately misusing, destroying, damaging, or causing any City property to be damaged, or the property of any employee.
5. Actively participating in a fight at any time while on City property or while acting as a representative for the City.
6. Dishonest, disrespectful, threatening, intimidating behavior or coercing fellow employees, supervisors or the public.
7. Making false claims or misrepresentations in an attempt to obtain accident benefits, workers' compensation, unemployment compensation, health insurance payments, or other benefits, or failure to repay overpayment for which not entitled, in a timely manner.
8. The possession or use of illegal controlled substances while on duty, including breaks and/or while on lunch periods. The consumption of alcoholic beverages while on duty, including breaks and/or while on lunch periods.
9. Violation of the City's Drug-Free Workplace Policy.
10. Receipt from any person of a fee, gift, or other item of value in the course of work when such fee, gift, or other item is given or accepted in the hope or expectation of receiving a favor or better treatment than is accorded other persons.
11. Deliberately hitting, shoving, striking or physically abusing another individual at any time.
12. Violation of the City's EEO or Harassment Policy.
13. Instigating, leading or participating in a strike or any concerted activity against the City as defined in Florida Statutes.
14. Failure to obtain and maintain licenses, certifications or other qualifications required for an employee's job, whenever a demotion is not possible or appropriate.
15. Knowingly falsifying the payroll record of an employee, or any unauthorized altering of all payroll related records.
16. Being absent from duty for a period of three consecutive working days without proper authorization.
17. Failure to return from an authorized leave of absence within three working days from scheduled date of return.
18. Failure to return from a Worker's Compensation Lost Time injury, whereupon the

Managed Care Physician has rendered the opinion that the employee has reached MMI (Maximum Medical Improvement) and is capable of performing some kind of work.

19. Possession or use of firearms, explosives or other weapons on Cityproperty.
20. Use or attempted use of political influence or bribery to secure an advantage of any kind.
21. Theft of City property.
22. Failure to report an arrest for a crime.
23. Violation of any Departmental policy or Administrative rule, as defined by the Department Director with City Manager concurrence, which is considered to be within the Group level of severity.
24. No employee is to report to or be at work under the influence of drugs or alcohol.

ARTICLE XI. SEPARATIONS

Section 1101. RESIGNATION. *(Resolution 07.06: 02/27/2007; Resolution 00.10: 10/17/00, Resolution 99.01: 01/05/99; Ordinance 837: 07/05/1995)*

Voluntary Resignation. Any employee wishing to leave the City Service in good standing shall file with the Human Resource Office, through the Department Director, a written resignation stating the date on which the employee is leaving and the reasons for leaving. Such resignation must, unless reasonable extenuating circumstances exist, be submitted at least two weeks before the effective date of the resignation. Failure to comply with this procedure shall be cause for denying such employee future employment with the City, as well as forfeiture of all leaves and negating normal compensation for unused sick leave. Only dated and signed resignations will be accepted as such.

Any employee who resigns and is considered for re-employment within six (6) months may begin their employment, with "time in" grade, benefits (excluding insurances and retirement), and seniority, as approved by the City Manager.

Involuntary Resignation. If it becomes necessary for the City to terminate an employment relationship due to repetitive disciplinary actions, failure to abide by safety rules, or other incidents listed in Group Offenses, the employee will forfeit all accumulated sick leave and the employee's personnel records will reflect ineligibility for re-hire.

Section 1102. DISABILITY. *(Resolution 07.06: 02/27/2007; Ordinance 837: 07/05/1995)*

An employee may be separated when a physical or mental impairment prohibits them from performing the essential functions of their position with or without reasonable accommodation. In all cases, such separations shall be supported by medical evidence acceptable to the City Manager. The City may require examinations at its expense, to be performed by physicians of its choice. Such examinations may include physical and/or mental evaluations, as well as the completion of current medical history reports to be reviewed by the City's physician.

Section 1103. DEATH. *(Ordinance 837: 07/05/1995)*

Separation shall be effective as of the date of death, unless already addressed by another applicable section of the Personnel Policies and Procedures. All compensation due to the deceased employee as of the effective date of separation shall be paid to the beneficiary of record, surviving spouse or the estate of the employee, as determined by law.

Section 1104. RETIREMENT. *(Resolution 07.06: 02/27/2007; Resolution 00.10: 10/17/2000, Resolution 99.01: 01/05/1999; Ordinance 837: 07/05/1995)*

Separation shall be effective as of the date of retirement. Terms of retirement will be governed by applicable State and Federal laws and current retirement system.

Section 1105. EXIT INTERVIEWS. *(Resolution 07.06: 0 2/27/2007; Resolution 00.10: 10/17/00, Resolution 99.01- 01/05/99; Ordinance 837: 07/05/1995)*

An Exit Interview may be conducted for all full-time employees leaving the City employment for any reason and may be used by the City's management as a tool in gaining an awareness of potential personnel problems. The Human Resource Personnel and/or Department Director will conduct these Exit Interviews utilizing a form/format approved by the City Manager.

Section 1106. RETURN OF CITY PROPERTY. *(Resolution 07.06: 02/27/2007; Resolution 99.01-01/05/99; Ordinance 837: 07/05/1995)*

Unless previously returned, upon separation and prior to receiving final compensation, all records, books, assets, uniforms, keys, tools, I.D. card, and City property in the employee's custody, shall be returned to the Department. Receipt of City property shall be documented by the employee's supervisor. Money or City property due to the City shall be collected through deduction from final compensation, or other appropriate action. In the event a terminating employee has payroll direct deposit, the Finance Department may choose to issue a manual check in order to recovery City funds or property.

Section 1107. LAYOFFS. *(Ordinance 837: 07/05/1995)*

The City Manager may layoff any employee whenever such action becomes necessary because of a shortage of work or funds, the abolishing of a position, organizational changes, or as described in the Disability section of the Personnel Policies and Procedures.

ARTICLE XII. MISCELLANEOUS POLICIES AND PROVISIONS

Section 1201. HARASSMENT POLICY. *(Resolution 07.06: 02/27/2007; Resolution 00.10-10/17/2000, Resolution 99.01: 01/05/1999; Ordinance 837: 07/05/1995)*

This section is applicable to all employees of the City.

All City employees have a responsibility for maintaining high standards of honesty, integrity, impartiality and conduct in order to ensure the proper performance of the City's business, and to maintain the confidence of the citizens. It is the policy of this City that any form of harassment in the workplace is unacceptable conduct, which may result in disciplinary action up to and including discharge.

Harassment on the basis of sex, ethnic origin or religious affiliation, is a violation of Title VII of the Civil Rights Act of 1964, as amended, and of the Equal Employment Opportunity Commission (EEOC) guidelines on discrimination.

Harassment shall include such behavior as sexual harassment, unreasonable conduct, discrimination, and/or unwelcome behaviors that create a hostile, intimidating, or offensive work environment. Employee conduct, which violates these standards, will not be tolerated. This policy is equally applicable to

harassment between supervisors and workers, between co-workers and/or between employees and non-employees on City property.

Hostile Environment. The safety and security of employees is paramount importance to the City of Madeira Beach. Threats, threatening behavior, or acts of violence against employees by citizens, visitors, or other individuals or acts of violence initiated by employee(s) of the City of Madeira Beach will not be tolerated. Violations of this policy will lead to disciplinary action, which may include dismissal, arrest, and prosecution.

Hostile environment occurs when discrimination, unreasonable conduct and/or unwelcome behavior create an intimidating or offensive work environment. To constitute "hostile environment" the action must be pervasive and repeated. The following examples are not intended to be inclusive:

Discrimination. Discrimination occurs whenever employment decisions are made based upon race, religion, color, national origin, age, sex, marital status, disability or handicap.

Unreasonable Conduct. Unreasonable conduct is treating individuals as if they were inferior. This behavior includes refusing to take someone's comments and concerns seriously and/or verbal abuse, and negatively impact the work performance of the targeted employee.

Unwelcome Behavior. Included in "unwelcome behavior" are: (1) unwanted, or unwelcome verbal and/or behavior that have overtones related to an individual's race, religion, color, national origin, age, sex, handicap, disability, marital status, and (2) verbal/behavior that an employee did not solicit or invite and the employees regards as offensive.

Sexual Harassment. Unwelcome sexual advances, request for sexual favors and/or verbal or physical conduct of a sexual nature constitute sexual harassment when:

Submission to such conduct is made explicitly or implicitly a term, or condition of an individual's employment. Submission to, or rejection of, such conduct by an individual is used as a basis for employment decisions affecting such individual;

Such conduct has the purpose, or effect, of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

For the purpose of this policy statement, an employee shall be defined as any individual, regardless of classification, employed by the City of Madeira Beach, or volunteer working under the supervision of the City.

Prohibited Behavior. Sexual harassment is a prohibited personnel practice when it results in the following (but not limited to incidents): discrimination for, or against, an employee on the basis of conduct not related to performance, such as the taking, or refusal to take, a personnel action, including promotion on the basis of whether or not employees submit to sexual advances or protest sexual overtures.

A supervisor who uses implicit or explicit coercive sexual behavior to control, influence, or affect the career, salary, or job of an employee, is engaging in sexual harassment. Similarly, a City employee who behaves in this manner toward his/her co-workers in the process of conducting City business is engaging in sexual harassment.

Any employee who participates in deliberate or unsolicited verbal comments, gestures, or physical contact

of a sexual nature which are unwelcome, and interfere in work productivity, is also engaging in sexual harassment.

Comments, gestures, or physical contact of a sexual nature are entirely inappropriate, unwelcome or not, and individuals who participate in such behavior shall be subject to discipline up to, and including, discharge.

Any employee who is found to be guilty of harassment shall be subject to discipline, up to and including dismissal, under the provisions as defined in these personnel rules and regulations.

In addition, any Department Director or Supervisor who observes, or has reported to them, instances of harassment shall take the following steps:

1) Report such action to the Human Resource Personnel or the City Manager as soon as possible so that corrective measures may be taken.
2) Take immediate action to prevent similar occurrences, and properly document such actiontaken.

Department Directors and Supervisors failing to obey the above directive shall be subject to discipline up to, and including discharge.

Remedies. Under applicable laws and regulations, the City of Madeira Beach is responsible for the acts of its agents and employees with respect to harassment, regardless of whether the specific acts complained of were authorized, or even forbidden by the City, and regardless of whether the City knew, or should have known, of their occurrence. Any employees who feel they are victims of acts of harassment are responsible for reporting such acts, as follow:

1) In the case of acts of alleged harassment by non-employees, the affected individual should immediately contact his or her Supervisor, or Department Director.

2) In the case of acts of alleged harassment by and between co-workers, the affected individual should immediately notify his or her Supervisor or, if appropriate under this regulation, the Human Resource Personnel or the City Manager.

3) In the case of acts of alleged harassment by supervisory personnel, the affected employee should immediately notify the Department Director or, if appropriate under this regulation Human Resource Personnel or the City Manager.

Any Supervisor, Department Director who becomes aware of alleged harassment anywhere within the agency shall promptly report the facts to the Human Resources Personnel, who shall initiate an investigation into the allegations. The results of the investigation will be forwarded to the City Manager for appropriate disciplinary action.

This policy authorizes employees to go beyond their immediate Supervisor in cases where the Supervisor is the one involved in the alleged harassment, or where the Supervisor fails to take appropriate action.

All City employees have an obligation to take appropriate actions to prevent harassment from becoming an issue in the work environment. On an annual basis, management and supervisory employees will be given appropriate training. In addition, this policy shall be circulated and posted along with EEOC guidelines relative to the subject.

Section 1202. FLORIDA CLEAN INDOOR AIR ACT (*FS 386.201 through 386.211*). *(Resolution 07.06: 02/27/2007; Resolution 99.01: 01/05/1999; Ordinance 837: 07/05/1995; Ordinance 2010-12: 08/13/19)*

The purpose of the Florida Clean Indoor Air Act is to protect the public and the environment by creating areas in public places and at public meetings, which are reasonably free from tobacco and e-cigarette smoke. No person may smoke tobacco, vape(ing), or use e-cigarettes in any City of Madeira Beach building, facility or vehicle. All offices workplaces and common areas are accessible to other employees and the general public at large and therefore are not eligible to be designated as a smoking area.

Any employee who smokes tobacco or e-cigarettes in a City building, facility or vehicle will be considered in violation of a Group Offense and will be subject to disciplinary action.

Section 1203. CODE OF ETHICS. *(Resolution 07.06: 02/27/2007; Resolution 00.10: 10/17/2000, Resolution 99.01: 01/05/1999; Ordinance 837: 07/05/1995)*

Public Officials (Elected officials, City Board members) or employees, their spouses and minor children are prohibited from soliciting or accepting any compensation, payment or thing of value such as a gift, loan, reward for promise of future employment favor or service from any person or corporation when they know or with an exercise of reasonable care should know, it is given to influence their official action or judgment.

Public Officials or employees are prohibited from using or attempting to use their official position to obtain a special privilege for themselves or others.

Public officials or employees shall not directly or indirectly accept any gift, favor, or service in their official capacity from any person or corporation, including Christmas gifts, exceeding a value of $100.00.

Employees acting as a purchasing agent are prohibited from purchasing, renting, leasing any realty, goods or services from any agency in which the employee, spouse, or child has any ownership or financial interest or who would financially benefit from the transaction, without the expressed, written consent of the City Manager.

Any public official or employee who violates this rule shall be considered in violation of misconduct and could be subject to review and appropriate disciplinary action.

Section 1204. ARRESTS. *(Resolution 99.01: 01/05/1999; Ordinance 837: 07/05/1995)*

Employees, who are arrested for any felony or misdemeanor, shall report such incident on the next scheduled workday to the Department Director. Failure to do so may result in disciplinary action, as described herein.

Section 1205. ATTENDANCE. *(Ordinance 837: 07/05/1995; Ordinance 2019-13: 08/13/19)*

Employees shall be in attendance at work by their established starting time in accordance with these rules and general departmental regulations. Employees shall notify with their Department Director and request authorization for leave whenever they cannot report to work on time or fulfill their work assignment. Employees who fail to verbally notify a supervisor, department director of human resources of an absence at least four hours prior to their starting period, or as reasonably practicable, report their absence in accordance with authorized leave are subject to disciplinary action. Voicemail and/or email notifications are accepted forms of notification, or as otherwise provided by a Collective Bargaining Agreement.

Unauthorized absences from work for a period of three (3) consecutive work days may be considered as the employee's voluntary resignation by the City Manager, as described in Section 1101.

Section 1206. BORROWING CITY EQUIPMENT. *(Resolution 07.06: 02/27/2007, Resolution 00.10: 10/17/2000; Ordinance 837: 07/05/1995)*

The use of any City equipment tor City property for personal use is prohibited.

Section 1207. APPEARANCE AND PERSONAL HYGIENE. *(Resolution 07.06: 02/27/2007; Ordinance 837: 07/05/1995; Ordinance 2019-13: 08/13/19*

Public employees must be aware of the importance of appearance and good personal hygiene where the public and co-workers are concerned. While no attempt is made to set specific standards, the important factor is the overall impression created.

What is appropriate for employees in one function may not be appropriate for another. Work clothes and uniforms provided for many functions generally set the standard for the position. Determination of an employee's specific dress, appearance and personal hygiene is a proper supervisory function and will be treated as such.

DRESS CODE: All City of Madeira Beach staff are expected to present a professional and business-like image to clients, visitors, customers and the public. Supervisors should communicate any department-specific work place attire and grooming guidelines to staff members during new-hire orientation and evaluation periods

The following attire may not be appropriate for some departments and dressing appropriately will be required. For the recreational employees items such as sweatpants, leggings, exercise gear and shorts should only be worn when working in the department and as approved by the department director. All employees shall refrain from wearing low rise or crop tops, short shorts or extremely short skirts/dresses at any time. All clothing must be free of rips, tears and fraying, beachwear, showing midriffs, spaghetti straps or any clothing are excessively revealing is not allowed.

Any staff member who does not meet the attire and grooming standards set by the City will be subject to corrective action and may be asked to leave the premises to change clothing. Hourly paid staff members will not be compensated for any work time missed because of failure to comply with designated workplace attire and grooming standards. Acceptable personal appearance and proper hygiene is a requirement of employment with the City of Madeira Beach.

Section 1208. OUTSIDE EMPLOYMENT. *(Resolution 00.10: 10/17/2000; Ordinance 837: 07/05/1995; Ordinance 2019-13: 08/13/19)*

Employees who wish to seek employment outside the City service may do so under the following conditions:

a) An employee who wishes to engage in outside employment shall make arrangements to be relieved from their outside employment duties if and when called for duty by the City.
b) All injuries sustained while engaged in outside employment must be reported to the employee's Department Director prior to his/her next scheduled working day. An employee may not use City Worker's Compensation benefits or accrued sick leave for sickness or injury sustained while engaged in outside employment.

c) Outside employment may not, in any way, interfere or in any way cause a conflict of interest with City employment and must be approved by the City.

d) Employees who expect to engage in any outside employment shall receive written authorization from the City Manager prior to accepting such employment. Employees who fail to notify their Department Director may be subject to disciplinary action.

e) Employees who fail to notify their Department Director may be subject to disciplinary action as determined by the Department Director and City Manager.

f) Outside employment requests shall include the location, nature and extent of such employment. Any change in this information shall be reported to the Department Director where a new determination will be made as to whether the position is acceptable.

g) Employees holding a full-time position shall not hold any other position in governmental or private employment or as an independent contractor when such other position may have the effect of reducing the efficiency of such employee in the City's service. In determining whether outside employment is inconsistent, incompatible or in conflict with an employee's duties or responsibilities with the City, the City Manager shall take into account the following factors:

h) Impairment of efficiency as a City employee

i) Fatigue with respect to accident proneness

j) Failure to abide by any of the aforementioned conditions may result in the City Manager requesting the employee's resignation from City employment, a modification in the conditions of the outside employment, or resignation from the outside employment. If the original request is disapproved, the employee will be disciplined in accordance with this paragraph if they are found to have accepted outside employment.

Section 1209. REIMBURSEMENT FOR TRAVEL EXPENSES. *(Resolution 07.06: 02/27/2007; 9.01: 0 1/05/1999, Ordinance 837: 07/05/1995)*

When an employee travels on City business, he/she is entitled to receive reimbursement for:

a) Expenses pursuant to Florida Statutes 112.061: Per Diem and travel expenses of public officers, employees, and authorized persons.

b) Travel authorization forms must be completed and approved before travel arrangements are performed. No deposits or expenses may be made before travel has been approved by the Finance Director and the City Manager.

c) Actual expenses, identified with receipts, incurred for meals (excluding alcohol), lodging, registration, tolls, other forms of transportation, and any other expense approved by the Department Director and the City Manager.

In order to receive reimbursement, an After Travel Expense Report must be filled out by the employee and submitted to the Finance Department for processing. Failure to submit receipts, as proof of expenditure will eliminate those expenses submitted as being reimbursable. Forms are available in the Finance Department.

Section 1210. DRUG-FREE WORKPLACE AND SUBSTANCE ABUSE PREVENTION PROGRAM. *(Resolution 99.01: 01/05/1999, Ordinance 837: 07/05/1995; Ordinance 2019-13: 08/13/19)*

The City of Madeira Beach believes the safety and health of its employees and the public is of utmost importance, and does participate in random drug screening. In a commitment to provide a safe working environment for all employees and safeguard the health of our employees and the public, the City will establish and maintain a Drug-Free Workplace Policy pursuant to the Drug-Free Workplace Program requirements under Florida Statutes (FS) 440.102, and Florida Administrative Code Rules 38F-9.007 "cut-off" levels. The following employees may be subject to random testing for substance abuse at any time during working hours:

1. Employees whose job requires them to operate any city vehicle or use their own vehicle for city business.
2. Employees whose job requires them to operate machinery or heavy equipment.
3. Employees in public safety occupations such as police officer, firefighter, or emergency medical personnel.

Employees are prohibited from smoking, using e-cigarettes or vaping in places where smoking is banned, including City vehicles, child care facilities, state/government buildings and enclosed work spaces. The use of such products can lead to safety issues and is not consistent with the Florida Clean-Air Policy. Florida Law does provide employers the right of refusal to hire someone who is a smoker.

For employers of drug-free policies and programs, provides that "this section does not limit the ability of an employer to establish, continue, or enforce a drug-free workplace program or policy." Additionally, the statue expressly prohibits medical marijuana users from using medical marijuana at their place of employment without their employer's permission. Ref. Florida Statue $381.896.

Section 1211. EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM. *(Resolution 07.07: 02/27/2007; Resolution 99.01: 01/05/1999; Ordinance 837: 07/05/1995)*

- Policy. The government of the City of Madeira Beach exists to serve equally all people without regard to race, color, religion, sex (including gender identity, sexual orientation, and pregnancy), national origin, age (40 or older), disability or genetic information. The purpose of this Section is to express formally the policy of the City. The City has established and will maintain an Equal Employment Opportunity/ Affirmative Action Plan to provide Equal Employment Opportunities to all employees and applicants for employment in accordance with all applicable Equal Employment Opportunity/Affirmative Action laws, directives and regulations of Federal, State and Local governing bodies or agencies thereof.

The City will take Affirmative Action to ensure all employment practices are free of such discrimination. Such employment practices include, but are not limited to, the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, selection layoff, disciplinary action, termination, rates of pay or other forms of compensation, and selection for training.

The City prohibits the harassment of any employee or job applicant on the basis of their protected class status.

The City will commit the necessary time and resources, both financial and human, to achieve the goals of Equal Employment Opportunity and Affirmative Action.

The City will evaluate the performance of its management and supervisory personnel on the basis of their involvement in achieving these Affirmative Action objectives as well as other established criteria. Any employee of the City or subcontractors to the City who do not comply with the Equal Employment Opportunity Policies and Procedures set forth in this Statement and plan will be subject to disciplinary action. Any subcontractor not complying with all applicable Equal Employment Opportunity/Affirmative Action laws, directives and regulations of the Federal, State and local- governing bodies or agencies thereof, will be subject to appropriate legal sanctions.

The City Manager or his designee will serve as the EEO Personnel to manage the Equal Employment Opportunity Program. The responsibilities will include monitoring all Equal Employment Opportunity activities and reporting the effectiveness of this Affirmative Action Program, as required by Federal, State and Local agencies. If any employee or applicant for employment believes he/she has been discriminated against, an appeal may be made to the designated EEO Personnel pursuant to the Internal EEO complaint Procedures. Notice of this policy and the designation of the EEO Personnel will be posted on the City Hall break-room bulletin board, and in a prominent place within each department.

Discrimination Complaints. Internal Complaint procedures have been established and will be maintained under the City's Equal Employment Opportunity/Affirmative Action Plan. An applicant or employee who feels they have been discriminated against may file a written complaint with the designated EEO Personnel. If complaint concerns the EEO Personnel, submit a written complaint to the City Manager or Human Resources Coordinator in accordance with the procedures. Alleged discrimination complaints must be filed within the appropriate guidelines for Equal Employment (EEO) or the Florida Commission on Human Relations (FCHR). Written complaint shall address:

a) The complainant's name, address and phone number;
b) The name of the employee(s) alleged to have committed the violation;
c) The basis for the complaint (i.e., race, color, sex, sexual orientation, age, religion, national origin, handicap or any other reason prohibited by law);
d) Date(s), location and circumstances surrounding the alleged act of discrimination, including names and addresses of any witness;
e) Signature of the complainant.

Section 1212. DONATION OF SICK OR ANNUAL LEAVE. *(Resolution 07.06: 02/27/2007; Resolution 99.23: 10/19/99; Ordinance 2019-13: 08/13/19)*

a) Policy. The City of Madeira Beach recognizes an employee, subjected to a long-term, non-work related catastrophic illness or injury, may deplete all of his or her accrued sick and annul leave allowance, leaving the employee without any form of continued compensation.

b) The City of Madeira Beach also recognizes that some City employees may wish to contribute a portion of their accrued, unused sick or annual leave to the affected employee suffering from a catastrophic illness.

* *"Catastrophic illness or injury"* is defined as being one which is unanticipated, non-job-related, not self-inflicted, and life threatening. Catastrophic illness or injury does not include short-term ailments such as flu, colds, virus, or doctor or dentist appointments.

c) Eligibility. All full-time employees who have completed at least one year of service with the City of Madeira Beach.

d) Procedure. The affected employee must have exhausted their own sick and annual leave before filing the necessary forms for benefits with the City Manager.

The Human Resource Personnel may request additional medical information during the benefit period. All donation requests must be approved by the City Manager, who shall have final authority in considering, approving or disapproving a request for donations.

Maximum donation period will be 90 calendar days at which time long-term disability will take effect. While receiving donated leave, the receiving employee shall not accrue sick or vacation leave. A paid holiday occurring during an approved benefit period will be paid as a sick day. In the event an employee does not utilize all donated leave, the remaining hours shall be pro-rated and returned to donating employees.

Donated leave shall be deemed used (spent) leave, removed from the donating employee's accrued leave account and is not refundable, unless as provided for in this section. Minimum donation is eight (8) hours. Maximum donation is twenty-four (24) hours. Donations are not converted based upon hourly wages, rather transferred "hour for hour".

Section 1213. THE PINELLAS COUNTY SCHOOL PARTNERSHIP. *(Resolution 07.06: 02/27/2007; Resolution 99.23: 10/19/1999)*

a) Policy. The City of Madeira Beach, Florida desires to support our local elementary and middle school by means of encouraging staff to volunteer time as a Mentor or Tutor to children in need as determined by the participating school. Each volunteering staff member must be willing to make a commitment of one-half hour per week or one hour every two weeks to the program approved time with pay up to a maximum of two (2) hours per month. At no time will the Partnership Program take priority over the City's needs and responsibilities.

b) Procedure. Each employee who is interested in participating in this program must receive approval from their respective supervisor/department head. All requests are subject to final approval from the City Manager.

The employee selects whether to participate as a MENTOR or TUTOR at Madeira Beach Fundamental K-8 School. Mentors work with discouraged students. The major task is to motivate the student to stay in school. Through tutoring, setting short-term goals and serving as a role model, volunteers can provide encouragement and friendship to a student who needs to build self-esteem. New school mentors are required to attend a Pinellas County Schools mentor workshop.

A tutor may work one-on-one with a student or with small group of students who need remedial help in academic subjects to reinforce basic skills. Placements are made with students from kindergarten through middle school.

Section 1214. E-MAIL. *(Resolution 07.06: 02/27/2007; Resolution 00.10: 10/17/2000; Ordinance 2091-13: 08/13/19)*

The E-mail system is to be used for business purposes to facilitate intra and inter-City transmittal of business related information.

All employees waive any right to privacy in e-mail messages, voicemail and text messages and consent to the access and disclosure these messages by authorized City employees. The City reserves the right to access and disclose the contents of any and all referenced messages.

Individuals shall not use discriminatory or otherwise offensive comments, vulgarities, obscenities, jokes, sarcasm or exaggeration in their e-mail messages. The use of such language is a ground for disciplinary action up to and including termination. Nor shall the e-mail system be used to solicit commercial ventures, religious or political causes, outside organizations or other personal matters unrelated to the job.

Email messages should be transmitted only to those individuals who have a business need to receive them. Distribution lists should be constructed and used carefully. Employees may make a public records request to gain access to another employee's personnel file of e-mail messages. Management, however, reserves the right to enter an employee's e-mail files at any time.

SOCIAL MEDIA POLICY

The information that employees post or publish may be public information for a long time. Employees should be aware that the City may observe content and information made available by employees through social media. Employees should use their best judgment in posting material that is inappropriate including commentary, content or images that are defamatory, pornographic, proprietary, harassing, libelous, or that can create a hostile work environment. Employees are not to publish, post or release any information that is considered confidential or not public. The social media should be understood to refer to blogs, wikis, micro-blogs, message boards, chat rooms, electronic newsletter, online forums, social networking sites, and other site and services that permit users to share information with others in a contemporaneous manner. When using City computer systems the use of social media for business purposes is allowed but personal use of social media networks or personal use is discouraged and could result in disciplinary action. Subject to applicable law, after-hours online activity that violates the Cities Code of Conduct or any other company policy may subject to disciplinary action or termination.

CITY CELL PHONE POLICY

When job or business needs demand immediate access to an employee, the company may issue a business cellphone to an employee for work-related communications. Employees in possession of company equipment such as cell phones or other electronic devices are expected to protect the equipment from loss, damage or theft. Upon resignation or termination of employment, or at any time on request, the employee may be asked to produce the phone for return or inspection.

This policy outlines the use of cell phones at work; email and texting for official business are subject to public information laws. Florida has moved to include records of these electronic communications as items subject to request under local Sunshine Laws. This policy applies to personal use of business and/or personal cell phones and the safe use of cell phones by employees.

Employees whose job responsibilities include regular or occasional driving and who are issued a cell phone or other electronic device for business use are expected to refrain from using their phone or other electronic device while driving; use of a cell phone or other electronic device is not required by the company for most employees. Safety must come before all other concerns. An employee who uses a City supplied vehicle is prohibited from using a cell phone, hands on or hands off, or similar device while driving, whether the business conducted is personal or company-related. Therefore, you are required to stop your vehicle in a safe location so that you can safely use your cell phone or similar device if you need to make or respond to a phone call. Employees who violate this policy will be subject to disciplinary action, up to and including termination.

Section 1215. VIOLENCE IN THE WORKPLACE. *(Resolution 08.14: 10/28/2008)*

The City of Madeira Beach clearly denounces and will not tolerate violence or any form of physical harassment and endangerment. No employee or visitor (with exception of sworn law enforcement officers) shall bring any weapon into any City facility, including but not limited to City Hall, Recreation, Marina, Public Works, out of doors work areas, etc.

The City of Madeira Beach exercises an Early Intervention and Low Tolerance philosophy towards threats and weapons of any kind. Employees shall report any threats of violence they anticipate, observe, or experience.

DEFINITIONS OF WORKPLACE VIOLENCE:

Aggression. A forceful act or pattern of actions usually intended to intimidate, dominate or master another individual or situation. The intent to hurt or gain advantage over another without resorting to physical injury. Also included are hostile actions and behaviors.

Assault. A violent attack, either physical or verbal.

Harassment. The act of creating a hostile work environment through unwelcome words, actions or physical contacts, but not resulting in physical harm. Persistent and inappropriate attention and annoyance which may inflict worry or other mental tribulation.

Physical Attack. Aggression resulting in a physical battery with or without the use of a weapon of any type. Setting upon someone or something with violent force.

Threat. Any words or actions involving or implying the intent to inflict harm or injury on oneself or any other person or damage to any property. An indication of impending danger, harm or menace.

Weapon. For purposes of this policy, any device intended for use in an offensive manner is considered a weapon. For example, a pistol, knife, rifle, black jack, brass knuckles, etc. Pepper spray or any type of defensive gas, MACE, or noisemaker is not considered a weapon.

Workplace Violence. Any physical assault, threatening behavior or verbal abuse occurring in any work setting. It includes, but is not limited to beatings, stabbing, suicides, shootings, and rapes, near suicides, psychological traumas such as threats, obscene phone calls, an intimidating presence and harassment of any nature such as being followed, sworn or shouted at.

Violent Acts in the Workplace. There are many acts that can be considered violent or predictive of violence. These include, but are not limited to:

- Prejudice or harassment
- Threats of violence (bomb, hostage, etc.)
- Acts of sabotage
- Destruction of property
- Violent confrontations
- Armed robberies
- Stalking
- Unauthorized carrying of a concealed weapon
- Work-related assaults or battery
- Random violence and un-precipitated attacks, i.e. shooting sprees, etc.

The City of Madeira Beach works diligently to provide safe, pleasant and professional working environments. However, perceptions of certain activities and situations may lead to violence. Some of these situations may involve:

- Motivation by intimidation or coercion
- Polarization between employees and management
- Chronic communication problems
- Inconsistency in policy and decision-making
- Discouragement of creativity and new ideas
- Continuous time pressures
- Reactive vs. proactive planning and decision-making

Even the perception of these types of activities and situations may lead to violence. This may be acted out in two ways: verbal (i.e. profanity, psychological threat) and/or physical (i.e. assault or physical attack).

As a public service organization, the City is subjected to continual exposure to the public and frequently must communicate with and serve hostile individuals. Therefore, it is paramount that we ensure both internal and external consistency in terms of proactive safety and anti-violence measures. Due to the enforcement nature of many of the City's activities, certain departments and employees may be more likely than others to be exposed to or observe violent, threatening behaviors and actions.

WHAT, WHEN & HOW TO REPORT: If any employee or person associated with the City of Madeira Beach feels a genuine threat has been made against them (or their family); it should immediately be made known to their supervisor or the City Manager. Serious accusations and threats shall be treated with appropriate attention and confidentiality.

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

That this Ordinance shall take effect in the manner as provided by law.

PASSED ON FIRST READING at a meeting of the Board of Commissioners of the City of Madeira Beach, Florida, held on the 9th day of July, 2019.

ADOPTED ON SECOND READING AND PUBLIC HEARING this 13th day of August, 2019.

Ayes (5), Nays (0), Absent (0), Abstain (0)

Maggi Black

Maggi Black, Mayor

8/22/19

Date

ATTEST:

Clara VanBlargan

Clara VanBlargan, City Clerk

8/22/2019

Date

ORDINANCE 2025-02

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

WHEREAS, § 5.7(D) of the City Charter provides that the Board of Commissioners may provide for the duties and powers of the Civil Service Commission by ordinance; and

WHEREAS, such provisions, currently set forth in Division 4 of Article III of Chapter 2 of the City Code (Code § 2-126 *et seq*.) have been reviewed by the Civil Service Commission, City Manager and City Attorney's Office at the request of the Board of Commissioners, and will require revisions in light of the new personnel policies to be adopted by Ordinance 2025-01; and

WHEREAS, the Board of Commissioners, having received the recommendation of its Civil Service Commission and the City Manager, and upon having received relevant advice from the City Attorney's Office, and after having conducted a public hearing allowing citizens to provide input, finds that it is in the best interests of the City to revise the provisions of Division 4 of Article III of Chapter 2 of the Code of Ordinances of the City of Madeira Beach.

NOW, THEREFORE, BE IT ORDAINED by the Board of City Commissioners of City of Madeira Beach, Florida, that:

Section 1. Division 4 (Civil Service Commission) of Article III (Boards and Commissions) of Chapter 2 (Administration) of the Code of Ordinances of the City of Madeira Beach is hereby amended to read as follows:

DIVISION 4. - CIVIL SERVICE COMMISSION

Sec. 2-126. ~~–~~ Intent; appellate jurisdiction.

(a) The intent of this division is to provide for the scope of authority of the civil service commission and to establish procedural and organizational rules related to its exercise of that authority~~create a civil service commission in order to review, prepare, and recommend rules for the city's personnel policies and procedures with regard to classified employees~~.

(b) The civil service commission shall preside over appeals of orders of the hearing officer related to disciplinary terminations of regular, non-probationary ~~hear grievance for classified~~ employees, but shall not consider appeals of disciplinary terminations of employees who are classified as at-will, or who are otherwise made ineligible by the city's

adopted personnel policy to file such appeals ~~who believe they have a grievance arising from their employment and render recommendations as provided in the Charter § 6.6C.6~~. In performing this role, the jurisdiction of the civil service commission is to review recommended orders of the hearing officer and to interpret the city's personnel policy and any other relevant city policies, and to ultimately find if the city had legal just cause to terminate the employee. In reaching its decision, the civil service commission sits in an appellate advisory capacity. The civil service commission does not have jurisdiction over, and may not rule upon, or make findings about, any allegations of a violation of a county, state or federal law. Employees seeking to assert such violations should do so by way of the appropriate statutory procedures in a court of competent jurisdiction.

~~(c) The civil service commission members also recommend cost of living increases and employee pay adjustments to the board of commissioners for consideration.~~

Sec. 2-127. ~~–~~ Appointment and membership~~Organization~~.

(a) In addition to any charter provisions concerning the appointment and membership of t~~T~~he civil service commission, unless doing so would result in the inability to have a fully-appointed commission, t~~membership and appointment shall be as provided in Charter § 6.6B. T~~he term of each person appointed to the commission shall be staggered so that not more than two terms expire within any one year. Any civil service commission member may be reappointed by the board of commissioners. Appointments to fill vacancies shall be for the unexpired term of office.

(b) Members of the civil service commission shall be residents of the city at the time of their appointment and throughout the term of office. Any member who is no longer a resident of the city shall be automatically removed, and that vacancy filled as provided in this division.

(c) Members of the civil service commission may be ~~shall be suspended or removed for cause upon the filing of written charges by the mayor. The written charges shall be served by hand delivery or certified mail upon the member being charged. The member being charged shall have 15 days to appeal the charges to the board of commissioners. If the charges are appealed, the member of the civil service commission being charged shall be afforded a prompt public hearing on the matter. The member shall be~~ retained, suspended or ~~be~~ removed by majority vote of the board of commissioners.

~~(d)~~ The failure of any member of the civil service commission to attend two of three successive meetings without cause and without prior approval of the commission chair~~man~~ shall result in, the member's seat shall becoming vacant and the city clerk, serving as ex officio secretary to the civil service commission, shall report ~~then declare~~ the ~~member's seat~~ vacancy~~t~~ to~~and~~ the board of commissioners, which shall promptly fill such vacancy. ~~The failure of any individual civil service commission member to attend four meetings of the civil service commission in any contiguous 12-month period shall be cause for removal.~~

(d)

(e) Appointments shall be made, consistent with the Charter on the basis of demonstrated experience or interest in the subject matter.

(f) The members of the civil service commission shall, in October ~~November~~ of each year or as soon thereafter as possible, elect a chair~~man~~ and a vice-chair~~man~~ from among its members who shall be voting members. The chair, and in his or her absence the vice-chair, shall preside over meetings and hearings and shall, subject to the will of the entire commission, make rulings on points of order and procedure, and in quasi-judicial hearings shall rule on motions and objections.

(g) Members of the civil service commission shall schedule in advance quarterly meetings. However, if the chair, in consultation with the city manager, determines that there are no agenda items requiring a scheduled meeting, the chair is authorized to cancel the scheduled meeting, and to instruct the city clerk, acting as ex officio secretary, to notify the members of the cancellation. In addition to its scheduled quarterly meetings, the civil service commission shall promply schedule hearings on employee post-termination appeals. ~~and when grievances are filed.~~ Any other unscheduled meetings may be requested by the city manager or his or her designee to discuss personnel matters which cannot wait until the next regularly-scheduled meeting~~will be at the behest of staff, in collaboration with the chair of the civil service board~~. In addition to the foregoing:

(1) The city manager shall coordinate with the civil service commission chair~~person~~ and the human resources coordinator to choose and set meeting dates and time before a meeting is noticed; and

(2) Pursuant to the city charter, the city clerk shall serve as the civil service commission's ex officio secretary. In that role, the city clerk shall ensure board meetings are noticed and minutes are recorded and maintained so as to ensure compliance with the state's sunshine law. The city clerk shall also provide civil service members with electronic copies of agenda materials, and keep and maintain the official records of the commission. The city clerk shall also serve as the hearing clerk for any quasi-judicial post-termination appeal hearings and in that role shall keep the official record of the hearing, including all exhibits admitted or proffered into evidence.

~~(2)~~(3) The city manager and the chairperson of the civil service commission shall coordinate and agree on all agenda items prior to the civil service commission meetings, except that the civil service commission cannot refuse to promptly set for hearing a timely-filed post-termination appeal of a hearing officer's recommended order.

(4) Human resources staff or such other staff as may be designated by the city manager~~'s designee~~ shall serve as staff person(s) for the civil service commission and shall attend all meetings of the civil service commission~~board~~. In this role, the assigned staff person(s) shall assist the civil service commission by providing it with information, reports, historical data, surveys, or such other information or materials as the civil service commission may reasonably request to assist it in performing its duties of

advising on possible policy changes, providing advice and recommendations on policy implementation, and making recommendations related to compensation and classification plans, to the extent these matters are within the scope of the civil service commission's duties as set forth in the city charter.

~~(3)~~(5) The city attorney shall be the primary legal advisor to the civil service commission on all matters of municipal law. However, in the event the civil service commission may require specialized labor or employment counsel of a nature the city attorney is not able to provide, the city may, within established budgets, provide additional specialized counsel.~~or an employment lawyer for the city may attend civil service commission meetings as may be necessary or desired.~~

~~(4)~~(6) Notwithstanding the foregoing, if, in the sole judgment of the city manager, the nature and complexity of the appeal requires an assistant city attorney to assist the disciplining director in the prosecution of the appeal hearing by presenting arguments and evidence and calling and questioning witnesses, the city attorney shall ensure such attorney is assigned to that role. In no circumstances may the attorney assigned to be the civil service commission's neutral legal advisor also serve as the attorney presenting the disciplining director's case and making argument before the commission.

~~(5)~~(7) As set forth in the Charter, the civil service commission is an advisory board that makes non-binding advisory recommendations to the city manager. In its quasi-judicial role hearing post-termination appeals from recommended orders of the hearing officer, the civil service commission will issue a written order. The written order may be rendered by the civil service commission immediately upon the conclusion of a hearing or, if adequate time is required to draft a suitable order, may be rendered at a subsequent meeting to occur in a reasonable time after the conclusion of the hearing.

(h) Civil service commission members shall serve without compensation, but may be reimbursed for such travel, mileage, and per diem expenses as may be authorized by board of commissioners or as otherwise provided by law.

Sec. 2-128. ~~–~~ Procedural matters~~Conduct a meeting/hearing~~.

(a) The city clerk, serving as ex officio secretary to the civil service commission, shall ensure all notices of ~~Notification. When and at such time a meeting is scheduled the city administration shall post a notice of the time and place when~~ the civil service commission are posted in a manner compliant with the state's sunshine law~~shall meet and the topics on their agenda~~.

(b) Meetings and ~~/public~~ hearings. At all regular meetings ~~the hearing~~ of the civil service commission, the chair shall afford any interested person the ability to address the commission on any matter to be voted upon by the commission prior to the vote being taken~~may be heard upon the subject matter~~. In addition, the civil service commission may, in its adopted rules of procedure, afford time on its agenda for any city employee or citizen

to address the commission on any matter within the commission's duties and responsibilities. However, when the civil service commission is sitting in its quasi-judicial capacity during post-termination appeal hearings, it shall not afford such opportunity for comments, but rather shall only base its order on the documents and testimony admitted into evidence during the hearing officer hearing, the transcript of the testimony of the hearing officer hearing (if provided by a party), and any arguments the parties or their attorneys may make.

(c) Recommendations. The civil service commission, by majority vote, may make~~shall conclude~~ recommendations to the city on any matter within the scope of its jurisdiction. Such recommendations may take the form of motions recorded in the minutes, adoption of a written report, or for quasi-judicial appeals, adoption of a written order.

(d) Written records. Minutes shall be kept of all meetings and hearings by the civil service commission, and all hearings shall be open to the public. Pursuant to the city charter, the city clerk shall serve as the ex officio secretary of the civil service commission, and shall perform the duties associated with that role, as set forth in the city code, including the maintenance of the commission's official record. ~~The board of commissioners shall provide clerical and administrative personnel as may be reasonably required by the civil service commission for the proper performance of its duties.~~ The official~~written~~ record shall include the vote of each member of the civil service commission upon each question, or if absent or failing to vote, indicating such fact. The minutes of all proceedings, decisions and/or recommendations of the civil service commission shall be made public record on file in the office of the city clerk.

~~(d)~~(e) The civil service commission may adopt such procedural rules to regulate the conduct of its meetings as may be deemed to be necessary and desirable. In developing such rules, the civil service commission shall consult with its legal counsel to ensure it complies with the state's sunshine and records laws and, to the extent that they will govern the commission's quasi-judicial post-termination hearings, to ensure they comply with applicable due process standards. Notwithstanding the foregoing, the civil service commission's procedural rules may not place any specific duty or assignment upon any city official or employee, and may not be inconsistent with any provision of the city charter or code, or state law.

Sec. 2-129. ~~–~~ Non-appellate p~~P~~owers and duties.

(a) The civil service commission, in consultation with the city manager, is charged with the on-going development of the city's classification and pay plans. This includes periodic studies relating to equitable classification categories and pay ranges. ~~shall have the power to establish rules and regulations for its own operation not inconsistent with the provisions of this Code.~~

(b) The civil service commission, working with the city manager and relevant human resources staff, will periodically examine, by use of staff, consultants and such other resources available, market conditions and comparative wage data for relevant public

and private sector employers, and based upon the results of this examination, will make a written recommendation to the city manager concerning wage adjustments.

(c) The civil service commission, working with the city manager and relevant human resources staff, is charged with developing recommended classifications and pay plans (subject to budgets approved by the board of commissioners) as the city's business needs and operating experience dictate.

(d) The civil service commission, working with the city manager and relevant human resources staff, is further charged with reviewing job descriptions, policies and procedures, and such other duties as are set forth in the city charter.

(e) The civil service commission may submit an annual report to the board of commissioners outlining its work for the year, its goals for the coming year, and making any recommendations to the board of commissioners as it may determine are necessary.

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

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

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

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

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

PASSED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, THIS _____ day of _____, 2025.

_____
Anne-Marie Brooks, Mayor

ATTEST:

_____
Clara VanBlargan, MMC, MSM, City Clerk

APPROVED AS TO FORM:

_____
Thomas J. Trask, City Attorney

PASSED ON FIRST READING: _____

PUBLISHED: _____

PASSED ON SECOND READING: _____

ORDINANCE 2025-03

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

WHEREAS, § 5.7(C) of the City Charter provides that the Madeira Beach Civil Service Commission is responsible for the preparation of the City's personnel rules, and that once such proposed rules are concurred with by the City Manager, the same shall be proposed to the Board of Commissioners for consideration, and who may by ordinance adopt them with or without amendment; and

WHEREAS, the Board of Commissioners and the Civil Service Commission conducted a joint meeting on October 25, 2023, at which time the Board of Commissioners provided policy direction related to how termination appeals should be conducted and the limited appeal rights of at will employees; and

WHEREAS, the Board of Commissioners, having received the recommendation of its Civil Service Commission and the City Manager, and upon having received relevant advice from the City Attorney's Office, and after having conducted a public hearing allowing citizens to provide input, finds that it is in the best interests of the City to adopt a provision for post termination hearings, the limited appeal rights of at will employees, and the appointment and related duties of a hearing officer.

NOW, THEREFORE, BE IT ORDAINED by the Board of City Commissioners of City of Madeira Beach, Florida, that:

Section 1. Division 5 (Post Termination Hearings; Hearing Officer) of Article III (Boards, Committees, Commissions) of Chapter 2 (Administration) of the Code of Ordinances of the City of Madeira Beach is hereby created to read as follows:

DIVISION 5. – POST TERMINATION HEARINGS; HEARING OFFICER

Sec. 2-130. – Right to seek review of terminations for cause.

(a) As further provided for in the city's adopted personnel policies, employees, other than those designated as part-time, temporary, probationary, or at-will, shall have the right to seek review of disciplinary terminations in accordance with this article and the personnel policies.

(b) City employment positions designated as serving at the will of the city manager may be terminated for any or no reason and are therefore not entitled to seek review of termination from city employment. However, to afford at-will employees an opportunity to succeed under a new city manager, a newly-appointed city manager may not terminate any at-will employee for no reason prior to six months from the date the new city manager assumes her or his position. If a newly-appointed city manager terminates an at-will employee during the first six months of her or his tenure as city manager, the city manager must find, in writing, that the at-will employee committed serious misconduct or was significantly incompetent in the performance of her or his duties.

(c) Notwithstanding the foregoing, nothing in this section shall preclude any employee from pursuing any claims related to the termination of her or his employment, as may be provided for in state or federal law.

Sec. 2-131. – Hearing officer to be appointed.

(a) There shall be one or more hearing officers contractually appointed by the board of commissioners to provide hearing officer services under this division. Hearing officers shall possess the experience and qualifications necessary to preside over quasi-judicial proceedings and to understand and rule upon questions of for cause public employment termination cases. As a supplement or alternative to locally-contracted hearing officers, the board of commissioners may also contract with the state division of administrative hearings (where allowed by statute) to provide hearing officer services. The city manager shall not participate in any manner in the establishment of credentials for hearing officers, screening hearing officer candidates, or removing hearing officers from service.

(b) The city attorney shall assist the board of commissioners in identifying qualified hearing officers and in developing appropriate services contracts with such persons under such terms and conditions as the board of commissioners agrees to approve.

(c) Hearing officers shall conduct their hearings in a professional and neutral manner. With respect to issues of alleged conflicts and motions for recusal, hearing officers shall be governed by the same standards as the state's judicial officers.

Sec. 2-132. – Termination appeals to be heard by hearing officer; scope of review.

(a) A hearing officer appointed pursuant to this division shall hear appeals of disciplinary terminations. Where multiple hearing officers have been secured, the city clerk shall endeavor to assign cases on a rotational basis so that, on average and over time, all hearing officers obtain roughly the same opportunities to preside over appeals.

(b) The hearing officer may, based upon the findings of fact and conclusion of law as to the just cause question, recommend reinstatement, reinstatement but with some lesser form of discipline, or may recommend that the termination be upheld.

(c) The jurisdiction of the hearing officer shall be confined to the question of whether, based on the facts and evidence introduced at the hearing, an appealing city employee was

terminated for just cause. The hearing officer does not have jurisdiction to rule upon alleged violations of state or federal law, alleged violations of the state or federal constitution, or to base a ruling on common law theories founded in contract or equity. Employees wishing to raise such issues may do so through the filing of an action in a court of competent jurisdiction.

(d) The hearing officer shall transmit her or his order to the city clerk, who shall promptly and simultaneously transmit a copy to the appealing employee, the city manager, and the city attorney. Where possible, such transmittals shall be by email attachment.

Sec. 2-133. – Conduct of the hearing.

(a) The hearing officer shall have the power to administer oaths, issue subpoenas, compel the production of books, papers and other documents, to rule upon pre-hearing motions, to control the hearing room, and to receive evidence.

(b) The hearing officer shall conduct the hearing in accordance with the hearing officer's procedure manual promulgated by the city attorney.

(c) The employee may represent her or himself or may be represented by a licensed attorney. To ensure compliance with Florida Statutes § 454.23 (providing that it is a felony for a person not an attorney to practice law), and to ensure the city is not a party to facilitating the unauthorized practice of law, the employee may not be represented by any person not a licensed attorney.

(d) While the employee is the appellant in the proceeding, the city manager shall have the burden of proof as to the question of whether there was factual and legal just cause for the termination.

(e) Either party (the city or the appellant) is entitled but not required to secure the services of a court reporter to make a record of the proceedings. If an appeal of the hearing officer's order to the civil service commission is requested, either party is entitled to request that the civil service commission not schedule its hearing until a transcript of the testimony has been obtained from the court reporter and filed with the city clerk as part of the record. The party ordering the transcript will be obligated to pay for the transcript.

Sec. 2-134. – Review by civil service commission.

(a) An employee who had invoked the right to present an appeal to the hearing officer may, within ten (10) business days of the date of the hearing officer's order being transmitted to the employee by the city clerk, seek a review of the order by the civil service commission. Such review shall be as provided for in this article.

(b) If an employee fails to appeal a disciplinary termination to the hearing officer, or to then further appeal to the civil service commission, then the employee shall be deemed to have waived the right to assert that she or he was not terminated for just cause.

(c) The city manager has the right to seek a review of a hearing officer's order by the civil service commission. The city manager must submit her or his review request to the civil service commission's clerk within ten (10) business days of the date of the hearing officer's order being transmitted to the city manager by the city clerk.

(d) The civil service commission's disposition of an appeal under this section shall be by a written order incorporating the hearing officer's findings of fact and making appropriate conclusions with respect to the question of just cause. In its order the civil service commission may reject or modify the conclusions of law and interpretations of administrative rules contained in the proposed order of the hearing officer, but may not reject or modify the findings of fact unless the civil service commission determines from a review of the complete record and states with particularity that the findings of fact were not based upon competent substantial evidence, or that the proceedings upon which the findings were based did not comply with the essential requirements of law. The language of this subsection shall not be construed to grant or otherwise permit the civil service commission to reopen any evidentiary hearing or to commence taking or retaking any evidence or testimony.

(e) The written order may be adopted at the civil service commission's hearing or may be drafted and signed by the chair subsequent to the hearing. A copy of the civil service commission's order shall promptly and simultaneously be transmitted by the city clerk to the appealing employee, the city manager, the city attorney, and the board of commissioners. Where possible, such transmittals shall be by email attachment.

(f) Once the city manager receives a copy of the hearing officer's order which has not further been appealed to the civil service commission, or once the city manager receives a copy of an order of the civil service commission, the city manager shall proceed in the manner set forth in the city's personnel policies. The civil service commission's order shall be considered a final quasi-judicial order for all appellate purposes.

Sec. 2-135. – Authority to enter alternative agreements.

(a) The city manager shall have the authority to enter last chance agreements with employees in lieu of termination, under such terms and conditions as the city manager may determine are in the city's best interest. Such agreements shall be developed with the assistance of the city attorney and shall provide, at a minimum, that an employee's violation of its terms and conditions shall result in immediate termination and a waiver of any right to appeal under this division.

(b) The city manager shall have the authority to enter voluntarily separation agreements with employees under such terms and conditions as the city manager may determine are in the city's best interest. Such agreements shall be developed with the assistance of the city attorney and shall provide, at a minimum, for the payment of some additional consideration to the separating employee and for a waiver in favor of the city and its officers of all employment-related claims.

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 therein and shall not codify the exordial clauses nor any other sections not designated for codification.

Section 6. This Ordinance shall take effect on January 5, 2025.

PASSED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, THIS _____ day of _____, 2025.

_____
Anne-Marie Brooks, Mayor

ATTEST:

_____
Clara VanBlargan, MMC, MSM, City Clerk

APPROVED AS TO FORM:

_____
Thomas J. Trask, City Attorney

PASSED ON FIRST READING: _____

PUBLISHED: _____

_____

PASSED ON SECOND READING: _____

Memorandum

Meeting Details: March 12, 2025 – Board of Commissioners Regular Meeting

Prepared For: Honorable Mayor and Board of Commissioners

From: Community Development Department

Subject: Ordinance 2025-04: Planned Development, 2nd Reading and Public Hearing

Background: Chapter 110 Zoning, Article V. Districts, Division 10 PD, Planned Development in the Madeira Beach Code of Ordinances has some inconsistencies that need to be resolved.

Discussion: Ordinance 2025-04: Planned Development amends the Planned Development (PD) division in the Madeira Beach Code of Ordinances to fix inconsistencies, reference the Forward Pinellas Countywide Rules, and update the standards in that division to current practices.

Ordinance 2025-04 is similar to Ordinance 2024-18. The Planning Commission recommended approval of Ordinance 2024-18 Planned Development in September (2024) prior to Hurricanes Helene and Milton. Since the original recommendation was months ago the city decided to go about the ordinance anew. Ordinance 2025-04 has some changes from the version provided to the Planning Commission in September. These changes include the following:

- Grammatical changes throughout the ordinance
- Include the project is at its initial review and will gain further detail throughout the process (site plan, building plan)
- Addition of step-backs with setbacks in flexibility
- PDs in the Traditional Village, Commercial Core, Boardwalk and Low Intensity Mixed Use Character Districts in John's Pass Village Activity Center cannot exceed the height limitations provided in the development standards
- Additional information for the PD narrative
- Adding the City Clerk and Community Development Department to required mailers for the neighborhood meeting
- Sidewalk width to ten feet wide and the BOC can reduce the width if there are limitations

- Clarification on changes to the development plan that does not need BOC approval
- Clarification and examples of a minor modification to the development plan that does need BOC approval

Planning Commission reviewed the updated ordinance on February 3, 2025, and recommended approval.

Recommendation(s):

Planning Commission and staff recommend the approval of Ordinance 2025-04: Planned Development.

Fiscal Impact or Other:

N/A

Attachments:

- Ordinance 2025-04 Planned Development
- MB CD 25-01 Consistency Letter
- Ordinance 2025-04 Business Impact Statement

ORDINANCE 2025-04

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING CHAPTER 110 ZONING, ARTICLE V. DISTRICTS, DIVISION 10, PD., PLANNED DEVELOPMENT, OF THE CITY'S LAND DEVELOPMENT CODE PROVIDING FURTHER INFORMATION ON INTENT AND PURPOSE; INCLUDING DIMENSIONAL REGULATIONS; SPECIFYING REQUIREMENTS FOR THE APPLICATION FOR PD ZONING; CLARIFYING THE REVIEW CRITERIA FROM THE LOCAL PLANNING AGENCY; CLARIFYING THE REVIEW CRITERIA FROM THE BOARD OF COMMISSIONERS; INCLUDING STANDARD OPERATING ADJUSTMENTS IN THE CHANGES OF DEVELOPMENT PLAN; AND INCLUDING OPTIONS FOR TIME EXTENSIONS; PROVIDING FOR CONFLICT, CODIFICATION AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Madeira Beach's Planned Development zoning district regulations have not been reviewed thoroughly and updated with standard review criteria in a number of years; and

WHEREAS, City staff has reviewed the current Planned Development zoning district regulations; and **WHEREAS**, City staff has determined that the relationship between the Madeira Beach Comprehensive Plan and Land Development Regulations in the Planned Development zoning district regulations were not clearly stated in Division 10; and

WHEREAS, the allowed uses and dimensional regulations in the Planned Development zoning district regulations were not clearly stated in Division 10; and

WHEREAS, the review criteria for the Local Planning Agency (Planning Commission) and Board of Commissioners was not clear and certain design elements would not be necessary at this stage in development; and

WHEREAS, City staff has recommended that the Planned Development zoning district regulations be revised to address the matters referenced in the recitals above; and

WHEREAS, the Planning Commission has considered the recommended changes referenced above at a public hearing and has recommended approval to the Board of Commissioners; and

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

WHEREAS, the Board of Commissioners held two public hearings to consider the approval of the recommended changes and the adoption of this ordinance.

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

Section 1. That Chapter 110 (Zoning) Article V. (Districts) Division 10 (PD – Planned Development) of the Land Development Code of the City of Madeira Beach is hereby amended to read as follows:

DIVISION 10. ~~PD,~~ PLANNED DEVELOPMENT (PD) DISTRICTS

Sec. 110-386. ~~Intent and purpose of planned development (PD) district.~~ Purpose and Intent

It is the intent of the ~~The~~ PD district ~~is intended~~ to accommodate integrated and well-designed developments in accordance with ~~approved~~ development plans ~~containing detail adequate to ensure~~ that have been approved in compliance with this division. The PD district is intended to offer design flexibility and to encourage imaginative, functional, high-quality land planning development for those uses consistent with the applicable future land use plan category and compatible with adjacent and nearby lands and activities. At the PD rezoning phase, the development plan is preliminary and the first step in the development process. Throughout the permitting process the project will gain further details.

In keeping with the stated intent of the comprehensive plan and ~~in furtherance of the historic and desired low intensity~~ character of the community, a PD development must meet the intent and criteria (including but not limited to density, intensity, and impervious surface ratio) of the future land use plan categories in the Madeira Beach Comprehensive Plan and plan categories in the Countywide Plan.~~:~~

~~(1) Meet the minimum design criteria required for the underlying zoning;~~

~~(2) At a maximum, be designed to reflect the average intensity, height, and massing of the development pattern on surrounding property of similar zoning and use.~~

~~The application must demonstrate that the proposed PD zoning district meets the clearly stated intent of the comprehensive plan and a clearly defined public purpose. Additional stories, above the limitations of the underlying conventional or PD zoning district at the time the application for PD is officially sufficient, may be considered in light of voluntary provision of civic or community enhancements, e.g., ground floor retail, expanded setback, enhanced landscaping, and other design enhancements furthering the policies and strategies of the comprehensive plan.~~

PD zoning is permitted in the following future land use plan categories of the Madeira Beach Comprehensive Plan: Planned Redevelopment Mixed-Use (PR-MU), Activity Center (AC), Commercial General (CG), Residential/Office/Retail (R/O/R), and Resort Facilities Medium (RFM). ~~In particular, the~~ The PD district is required for development proposed in the resort facilities high land use plan category of the comprehensive plan and for any project requesting the additive density/intensity provided for in the commercial core and the enumerated portions of the causeway sub-districts~~,~~ in the Madeira Beach Town Center Special Area Plan.

Sec. 110-387. ~~Uses permitted~~ Permitted uses and dimensional regulations.

The type(s) of land uses permitted must be consistent in all respects with the comprehensive plan and such uses must be located and arranged to ensure compatibility amongst themselves, with adjacent land uses, and with public facilities, services and utilities. ~~No specific list of uses permitted is established for the PD zoning district. Land proposed for development under the PD zoning district may contain a mixture of temporary lodging, residential, commercial, recreational and other uses consistent with the future land use map designation on the site. In furtherance of comprehensive plan policies and in the interest of neighborhood compatibility, commercial uses in PD developments located in residential districts are limited to a maximum total of 20 percent of the non-parking stories.~~

Flexibility in setbacks and step-backs may be allowed provided there is adequate space for site improvements and emergency access; that there is no adverse impact on surrounding properties and there is adequate distance between structures and public or private streets. Flexibility in building height may be allowed provided the development is compatible with the surrounding neighborhood. Increased flexibility in setbacks, step-backs and height from the zoning district prior to the rezoning to PD may also be considered if the design includes voluntary provisions for civic or community enhancements, e.g., ground floor retail, expanded setback, enhanced landscaping, sustainable building practices (LEED), and other design enhancements furthering the policies and strategies of the comprehensive plan.

PD developments located in the Traditional Village, Commercial Core, Boardwalk, and Low Intensity Mixed Use Character Districts of the John's Pass Village Activity Center cannot exceed the height limits prescribed in Appendix D - John's Pass Village Activity Center Development Standards.

Sec. 110-388. Application for PD zoning.

(a) ~~(a)~~ Applications for PD zoning require a preliminary development plan~~, with graphic illustrations,~~ establishing the basis for the proposed planned development. All application fees must be paid prior to city staff reviewing the PD preliminary development plan. ~~, and all application fees for the established review process.~~

(b) A development agreement is required when rezoning any property to PD and must go to the Local Planning Agency (Planning Commission) at the same public hearing as the rezoning, before the Board of Commissioners as a discussion item at the first public hearing as the rezoning, and before the Board of Commissioners at the second reading and public hearing as the rezoning. See Chapter 86, Administration, Article IV. Development Agreements for more information on development agreements.

(c) If the development plan proposes to use the alternative temporary lodging use standards, the development agreement must also follow all required standards in the Forward Pinellas Countywide Rules. In addition, the proposed intensities and densities cannot exceed the allowable maximums as described in the comprehensive plan.

(~~b~~d) The ~~preliminary~~ PD preliminary development plan ~~proposal~~ must include all information deemed appropriate, necessary, and relevant by the city to conduct the staff review and, at minimum, must include the following:

(1) A narrative of the PD preliminary development plan (PD report) is required ~~a preliminary development plan~~. and must include the following information:

a. How the proposal meets the requirements of the comprehensive plan, land development regulations, and any special area plan standards of the City; and

b. How the proposal meets the requirements of the Countywide Rules; and

c. Why the project is requesting flexibility of the land development regulations of the zoning district prior to rezoning to PD; and

d. The impact on neighboring properties in use and development pattern (e.g. setbacks, building heights).

(2) Three hard copies of the signed and sealed preliminary development plan and a digital submission all of which must provide the following: ~~proposals and one electronic copy; and~~

~~(2) A development report and preliminary development plan including all the following information:~~

a. Legal description, zoning district(s) prior to PD rezoning, future land use (Madeira Beach comprehensive plan) and ~~underlying conventional zoning district~~ plan category (Countywide Plan).

b. Existing use(s) and proposed use(s).

c. Site area in square feet and acres.

d. ~~Lot lines~~ Signed and sealed survey.

e. Setbacks for zoning district prior to PD rezoning ~~Current required~~ and proposed setbacks.

f. North arrow and scale: engineering scale no smaller than one inch equals 50 feet.

g. Site data table with current standards (for zoning district(s) prior to PD rezoning) and proposed development standards ~~Proposed development criteria (current standard and proposed standard)~~ including at a minimum:

1. Gross floor area and heated floor area of existing and proposed (in square feet);
2. Building coverage (in square feet);
3. Open ~~(green)~~ space (in square feet);
4. Impervious surface area (in square feet) and impervious surface ratio;
5. Density and intensity (including ratios for mixed use);
6. Quantity and type of parking spaces and parking requirements ~~Parking spaces (scaled to location on plan and number of type, e.g., accessible, standard, etc.)~~;
7. ~~B~~uilding height(s) measured from the design flood elevation and the total number of stories, include the maximum allowable height from the zoning district prior to PD rezoning~~, and number of stories allowed and existing on adjacent properties~~;
8. Preservation area(s) (in ~~total~~ square feet);

~~9. Land alteration plan;~~

h. ~~10.~~ Buffering standards, e.g., design standards to buffer neighboring properties from commercial activities, construction impacts, vehicular traffic, etc.;

i. ~~11.~~ Solid waste disposal container(s) location and access;

~~12. Lighting design standards;~~

~~13. Signage standards;~~

j ~~14.~~ Tree survey, indicating the species and size of all existing trees, four inches or greater caliper measured at breast height;

k ~~15.~~ Landscape design standards and plans that must, at a minimum meet requirements in Chapter 106, Article II of this Code.~~:~~

~~(i) Comply with chapter 106, article II of this Code and all native and xeriscape plant materials;~~

~~(ii) Indicate location, quantity, size, species, and standards for all trees and shrubs; and~~

~~(iii) Meet or exceed minimum irrigation standards required by this Code;~~

l ~~16~~. Building envelope and general ~~access,~~ egress~~,~~ and ingress locations;

m ~~17~~. Conceptual stormwater drainage plan ~~with calculations~~ based on maximum proposed development coverage adequate to meet the minimum standards of SWFWMD and this Code, to ensure no additional off-site impacts, and to resolve existing drainage problems deemed necessary by the city;

n ~~18~~. ~~Permit from FDEP with concept plan indicating~~ If a dune system impact is anticipated, the concept plan must address proposed changes, reconstruction, and replanting ~~if dune system impact is anticipated~~; and

o ~~19~~. Details of any design, performance criteria, or ~~performance~~ project commitments ~~criteria assured~~ agreed to at the ~~required~~ neighborhood meeting.

~~h~~p. Mobility and access plan indicating:

1. Proposed curb cuts and off-site traffic access management ~~plan and standards~~;
2. ~~Preliminary~~ Llocation and function ~~plan and standards~~ for required sidewalk, bicycle, and other multimodal improvements;
3. ~~Preliminary~~ On~~on~~-site circulation; and,
4. If impacting a collector or arterial road or required by FDOT, a transportation impact study prepared by a registered Florida engineer for submittal and review by city staff and other governing agencies ~~and documented preliminarily approved of FDOT~~.

q ~~i~~. All architectural design standards and guidelines in the comprehensive plan, special area plan or zoning district prior to rezoning PD must be met at a minimum. ~~Structural design criteria meeting city overlay district requirements.~~ Additional design specifications can be required as a condition of approval during the public hearing process.

~~j. PD development plan detailing the manner in which the proposal furthers community goals and meets or exceeds existing comprehensive plan, land development code, and special district requirements and standards.~~

r~~k~~. Record of notice of, and transcribed and video record of the required neighborhood meeting.

Sec. 110-389. ~~Procedure for approval of PD zoning.~~ Submission Requirements and Review Process.

~~*Submission requirements and process.*~~ The city will ~~receive~~ intake the application and initial application fees and distribute accordingly to applicable city staff for review. ~~the application among city staff~~ Staff will first determine if the application is complete for full review, if not, staff will provide the applicant with a compiled list of comments to be addressed. The application must be complete as outlined here in this code such that staff can make a recommendation of either approval, approval with conditions, or denial. Once city staff determines the application is complete and a recommendation has been decided upon; the application, neighborhood meeting, and staff recommendation will be scheduled for public hearing before the planning commission serving as the local planning agency (LPA). ~~for review and comments. The city will compile the staff reviews and provide the applicant with comments, objections, and recommendations for applicant response and application amendment necessary to determine complete sufficiency to facilitate a full review and produce staff findings and a recommendation of approval, approval with conditions, or denial. Once the city determines the application is sufficient, the application, neighborhood meeting record, and staff recommendation will be scheduled for public hearing review and recommendation before the planning commission as the local planning agency (LPA).~~ The formal legal notice of the LPA public hearing must be posted as least 15 days prior to the public hearing date. The LPA will issue findings to the board of commissioners that will include a recommendation of approval, approval with conditions, or denial.

Sec. 110-390. Reimbursement of expenses.

The applicant shall provide for reimbursement of all expenses incurred by the city, deemed necessary by the city manager or his/her designee, to review and process a planned development (PD) district.

Expenses may include, but are not limited to any technical, engineering, planning, landscaping, surveying, legal or architectural services, and advertising.

Within 30 days of the date of receipt of any invoice for such services, the applicant shall reimburse the city for such costs. Failure by the applicant to make such reimbursement when due shall delay the recording of the approved development order, until paid.

Sec. 110-391. Review by local planning agency.

The local planning agency (LPA) will review the ~~proposed~~ PD zoning district application and PD preliminary development plan to ensure that the following criteria are met. The LPA must recommend denial if the application fails to meet the following criteria. If the application meets the following criteria, the LPA may recommend approval, approval with conditions, or denial. ~~The following criteria will guide district assignments and changes in district assignments, whether initiated by the city or by a property owner.~~

(1) ~~*Consistency with the comprehensive plan.* All zoning district assignments~~ The PD report and preliminary development plan must be consistent with the comprehensive plan, including, but not limited to the future land use map and future land use element goals, objectives, and policies. ~~The zoning district(s) assigned must be consistent with the land use category of the future land use map.~~

(2) ~~*Land use compatibility.* The zoning districts assigned~~ The PD report and preliminary development plan must promote the project's compatibility with adjacent land uses.

(3) ~~*Adequate public facilities.* The zoning districts assigned~~ The PD report and preliminary development plan must ~~be consistent with~~ take in consideration the public facilities and services available to reasonably assure the city that the demand for services necessitated by the intensity of uses allowed will not exceed the adopted levels of services for such public facilities and services. Consistency will be verified during the construction permitting phase.

(4) ~~*Public interest.* Zoning districts assigned~~ The PD report and preliminary development plan must not conflict with the public interest and must promote the public health, safety and welfare.

(5) ~~*Consistency with land development regulations.* Zoning districts assigned~~ The PD report and preliminary development plan must be consistent with the intent and purpose of this Code, specifically the criteria contained in section 110-388 and the general criteria required of the board of commissioner's review provided in section 110-393 of this Code.

Sec. 110-392. Neighborhood information meeting.

The applicant must hold a neighborhood information meeting with property owners within 300 feet of the proposed development prior to the LPA ~~or board of commissioners~~ considering the application. The neighborhood information meeting must be held at a location and time reasonably convenient to the surrounding property owners to maximize attendance, subject to the following requirements:

(1) *Notification.* Two weeks prior to the neighborhood information meeting date, the applicant must mail notices of the meeting date, place, and time to all property owners inside a radius of 300 feet from the boundaries of the proposed development parcel, to the board of commissioners, the city clerk, the community development department, and must post this information prominently on the property. The applicant must inform the city manager or designee of the proposed meeting date, place, and time prior to sending out the notices. The city manager or designee may require a change of date, place, or time due to schedule conflicts or in order to accommodate advertising requirements for upcoming public

hearing consideration. The applicant must provide documentation of the mailed notice to the city manager or designee for verification. The city manager or designee may reasonably require additional properties be issued a notice and otherwise post notice of the neighborhood information meeting.

(2) *Applicant's presentation.* At the neighborhood information meeting, the applicant must explain the proposed ~~preliminary~~ PD preliminary development plan, ~~and~~ proposed use of the subject property, and ~~make a~~ provide copies ~~copy~~ of the ~~proposed preliminary~~ PD preliminary development plan ~~available~~ for ~~review by~~ meeting attendees. The applicant may also discuss the project's development objectives, design philosophy, and proposed time schedule for completion.

(3) *Question and answer period.* Upon completion of the presentation, a reasonable time must be reserved for a question and answer period. Questions should be limited to the proposal as presented, not to the question of whether the site should be developed or redeveloped. The applicant must identify how potential conflicts will be mitigated.

(4) *Record.* The applicant must provide the city both a written and video record of the neighborhood information meeting, including any ~~representations~~ commitments made by the applicant to the attendees. ~~The applicant must include any applicant representations as required project provisions in the application.~~

Failure to conduct and properly record ~~a~~ the neighborhood information meeting, as outlined above, ~~provided above~~ renders the PD zoning application incomplete and prevents submission and further review.

Sec. 110-393. Review by board of commissioners.

~~In their analysis of the rezoning application and the proposed development plan submitted pursuant to this division, and prior to official action the board of commissioners shall consider the recommendation of the local planning agency and ensure the rezoning application is in conformance with the criteria listed in section 110-390.~~

The board of commissioners shall consider the recommendation of the local planning agency while analyzing the PD zoning application and preliminary development plan. The board of commissioners shall review the PD preliminary development plan in conformance with the criteria listed in section 110-388 and the following general conditions:

~~The board of commissioners shall review the proposed development plan for compliance with the provisions of article II, site plans and the following general conditions:~~

(1) Land uses within the development shall be appropriate in their proposed location, in their relationships to each other, and in their relationships with uses and activities on adjacent and nearby properties.

(2) The development shall comply with ~~applicable city plans and planning policies,~~ the comprehensive plan and shall have ~~a beneficial effect both upon the area of the city in which it is proposed to be established and upon the city as a whole~~ positive effect on the surrounding area and city as a whole.

(3) Stipulations of approval of a planned development ~~plan~~ may include requirements to construct improvements, dedicate ~~needed~~ property and easements, or contribute money to improvements to public facilities such as roadways, ~~new~~ medians, sanitary sewer and water facilities, drainage systems ~~facilities~~, street lighting, landscaping, signage, parks and recreational facilities, walkways and sidewalks, burying of utility lines along abutting rights-of-way or ~~adopted planned~~ streetscape improvements.

(4) A minimum of a ten ~~five~~-foot wide sidewalk shall be provided along any street right-of-way or on private property by easement dedication to the city if the right-of-way is of insufficient width. The board of commissioners can reduce the minimum sidewalk width if there are engineering or environmental limitations making a ten-foot wide sidewalk not feasible.

(5) The total land area within the development and the area devoted to each functional portion of the development shall be adequate to serve its intended purpose.

(6) Streets, utilities, drainage systems ~~facilities~~, landscaping, recreation areas, building heights, size and scale ~~and yards~~, and vehicular parking and loading facilities shall be appropriate for the particular use involved, and shall equal or exceed the level of design and construction quality required of similar land development elsewhere in the city.

(7) Visual character and community amenities shall be equal or better in quality than that required by ~~standard~~ a similar development designed with the zoning district standards prior to rezoning to PD. ~~s for similar development~~.

(8) Open space shall be adequate for the type of development being proposed ~~and the population density of the proposed development~~.

~~(9) Outdoor storage of merchandise or materials shall be prohibited.~~

(~~10~~9) Areas proposed for common ownership shall be subject to a reliable and continuing maintenance guarantee.

~~(11) All existing nonconforming signs or sign structures shall be removed.~~

(~~12~~10) In the case of developments, which are to be constructed in several phases, the proposed phases shall be shown on the overall development plan. The proposed construction phases shall individually comply with the standards set forth in this section in order that, if for any reason construction ceases prior to completion of the entire planned development, the resulting partially complete project will adequately serve its purchasers and occupants and will not cause a general public problem. Each phase should be able to be completed entirely such that each phase may be independently provided a Certificate of Occupancy.

Lastly, the board of commissioners must review the ~~plans, drawings, and schematics~~ preliminary ~~for the proposed development plan~~ development plan in detail. Such drawings shall define the physical character of the project, including all building and architectural treatments. The board of commissioners' review will ensure conformance with the following design standards:

(1) Treatment of the sides and rear of all buildings within the planned development shall be compatible in amenity and appearance to treatment given to street frontages of the same buildings.

(2) All buildings in the layout and design shall be an integral part of the development and have convenient pedestrian access to and from adjacent uses.

(3) Individual buildings shall be related to each other in design, mass, materials, placement and connections to provide a visually and physically integrated development.

(4) Landscape treatments for walkways, plazas, arcades, roads, and service and parking areas shall be designed as an integral part of a coordinated landscape design for the entire project area. The landscape plan submittal shall include the anticipated appearance of the trees and landscape materials after five years of growth to visually provide their size and proportion relative to the proposed buildings, view corridors, curb appeal, pedestrian corridors, etc.

(5) The project's scale, and the size, color and proportion of building elements, components and materials are appropriate and harmonious with surrounding neighborhood characteristics ~~structures~~.

(6) All mechanical equipment, electrical equipment, roof top equipment, refuse areas associated with this project shall not be visible from the public right-of-way ~~be screened~~.

(7) Appropriate building materials are being used. The use or employment of any of the following is generally considered inappropriate and will not be permitted unless appropriately integrated into a project meeting all other criteria, including aesthetic criteria, of this article:

a. Corrugated metal siding;

b. Prefabricated metal buildings or their components;

c. Primary colors or black; and

d. False windows or doors, unless used on a parking structure or level to blend into the built environment.~~; and~~

e. Unmodified formula and trademark buildings and structures.

(8) The project's location and design adequately protects or enhances unique site characteristics such as those related to scenic views, natural vistas, waterways or similar features.

(9) The project appropriately integrates landscape elements into the site plan and building design. Plantings shall be of a size to give the appearance that the project is settled into a mature landscape. The landscape submittal shall include a description of each tree and plant proposed on site by type and details relative to maximum height/size and color at maturity.

~~(10) Signage and other building appurtenances are integral components of the building, appropriately scaled, and consistent in character with the building's overall design.~~

~~(11) The project incorporates defensible space concepts of crime prevention through environmental design. A lighting plan shall be provided to review safety considerations for pedestrians and motorists, as well as, environmental impacts.~~

Sec. 110-394. Methods of documenting all approvals and conditions.

All plans, schematics, and conditions of a planned development approval will become part of a development order for the project. The development order shall state with specificity the development plan approved by the board of commissioners. The executed development order shall be recorded in the public records of Pinellas County prior to issuance of any building permit for the project.

Sec. 110-395. Effect of PD zoning.

Upon the rezoning of land to a PD district, the approved development plan, along with such requirements, safeguards, modifications or stipulations as may have been included by the board of commissioners in its rezoning action shall be substantially complied with relative to the issuance of all building permits, zoning clearances and certificates of occupancy by the city.

Deviation from the approved development plan or failure to comply with any requirement, safeguard, modification or stipulation imposed by the city at the time of rezoning land to the PD district shall constitute a violation of the Land Development Code, chapter 82.

Sec. 110-396. Changes in development plan.

Standard operating adjustments that do not have to go before the board of commissioners for review includes fences, additional parking, pools, landscaping, signage, and accessory structures that meet the requirements of the zoning district prior to the rezoning of PD. It is the intent of the PD rezoning phase that the project be conceptual in nature, therefore interior layouts and egress and ingress may change from the concept plan without any public hearing process as long as the project remains within the approved setbacks.

Minor modifications to an approved development order may be approved by the board of commissioners. A minor modification includes changes such as curb cuts, sidewalks, bicycle paths, uses that create an increase in parking requirements (e.g. office to restaurant) or trip generation rate, and complete alterations of architectural style (e.g. old Floridian to brutalist). A minor modification ~~is one which~~ does not increase the density or intensity of the development to occur upon the property; does not result in a reduction or change of previously approved setbacks, open space or public improvements; does not increase the height of the development to occur upon the property; or does not substantially alter the location of any improvements approved for the site. The approved PD zoning conditions, or approved Development Agreement may allow for a percentage of allowances in reduction of

height, intensity, and density and/or increase in setbacks and is not considered a minor modification and does not require further review or consideration by the board of commissioners.

~~There shall be no other modifications of any approved development order permitted by the board of commissioners, without a public hearing.~~ Any applicant desiring such other modifications to an approved development order or approved development plan must commence the planned development approval process anew. Any such applicant must pay the applicable fee and submit the application for a modification to the development order. Such application shall be processed in the same manner as the board of commissioners considered the original development plan, including a public hearing. An amended development order issued pursuant to section 110-394 shall reflect any changed or modified approvals and be recorded in the public records of Pinellas County.

Sec. 110-397. Time limitations.

(a) Upon failure to complete plans~~, drawings, and schematics~~ for the proposed development plan within six months of the neighborhood information meeting; the application shall be null and void. No further review or processing of that application shall occur and there shall be no refund of the application fee. The city manager may administratively grant an extension of up to three months upon determination that a good faith effort to submit plans has been made.

(b) Upon failure to complete plans~~, drawings, and schematics~~ for the proposed development plan within six months of receiving the technical review comments of the city staff and reviewing agencies; the application shall be null and void. No further review or processing of that application shall occur and there shall be no refund of the application fee or any site plan review fee. The city manager may administratively grant an extension of up to three months upon determination that a good faith effort to submit plans has been made.

(c) Upon the effective date of an ordinance authorizing a PD district, construction shall commence within ~~12~~ 24 months.

(d) Upon application filed prior to or on the date of commencement set forth in (c), the city manager may grant a one-year extension of the commencement date upon a determination that a good faith effort to commence construction prior to the commencement date has been made. The city manager may administratively grant up to three one-year extensions. Thereafter, the board of commissioners by resolution may grant a one-year extension of the commencement date upon a determination that a good faith effort to commence construction prior to the commencement date has been made.

(e) Upon failure to commence construction within the specified time or failure to comply with Section 104.5 of the Florida Building Code:

(1) The ordinance rezoning this site to PD shall be automatically deemed repealed;

(2) The zoning for the site shall revert to the zoning classification that existed on the site prior to approval thereof; and

(3) No further development shall occur on site and no building permit or development order shall be issued thereafter under the terms of the PD district.

~~(f) After the commencement date described in subsection (a), no building permit or development order for a new or expanded structure shall be issued under the terms of the PD district without the board of commissioner's approval. Authorization of the PD district shall not create a right to such issuance.~~

(~~g~~f) "Construction" for purposes of this section, shall mean obtaining a building permit for a structure or structures authorized in the PD district and initiating substantial site and structural improvements, not including land clearing, land filling and soil compaction.

~~All time limitations set forth in this section shall be applicable to all PD applications filed with the city, as of September 26, 2006.~~

Secs. 110-398—110-400. Reserved.

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

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

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

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

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

PASSED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, THIS _____ day of _____, 2025.

_____

Anne-Marie Brooks, Mayor

ATTEST:

_____

Clara VanBlargan, MMC, MSM, City Clerk

APPROVED AS TO FORM:

_____

Thomas J. Trask, City Attorney

PASSED ON FIRST READING: _____

PUBLISHED: _____

PASSED ON SECOND READING: _____

FORWARD PINELLAS
P: (727) 464.8250
F: (727) 464.8212
forwardpinellas.org
310 Court Street
Clearwater, FL 33756

January 28, 2025

Andrew Morris, AICP
Long Range Planner
City of Madeira Beach
300 Municipal Drive
Madeira Beach, FL 33708

RE: Review of ordinances from the City of Madeira Beach (Ordinances 2025-04, 2025-05, and 2025-06)

Dear Andrew,

Thank you for submitting the proposed amendments to the Countywide Rules, which include revisions to the Planned Development Zoning District, Floodplain Management, and the Capital Improvements Program. After reviewing the ordinances, we find them consistent with the Countywide Rules, with the following comments:

- **Planned Development Zoning District Revisions**: This ordinance aligns with the Countywide Rules by supporting appropriate land-use standards and development practices.
- **Floodplain Management - Use of Recreational Vehicles as Temporary Shelters**: The proposed amendments are consistent with the Countywide Rules, ensuring compliance with safety regulations for floodplain management.
- **Capital Improvements Program Update for Fiscal Years 2025-2030**: This update is consistent with the Countywide Rules, aligning with regional infrastructure planning and funding objectives.

We recognize that the consistency process is an ongoing one, and if either the County or Forward Pinellas staff has failed to note a matter governed by the consistency process in the course of this review, we will be happy to work with you to resolve any such matter as may be necessary.

If you have any questions, please feel free to call me at 727-464-5679 or email me at ewennick@forwardpinellas.org.

Sincerely,

Emma Wennick

Emma Wennick
Program Planner

Business Impact Estimate

Proposed ordinance's title/reference:
Ordinance 2025-04: Planned Development

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[1] for the proposed ordinance, but the City of Madeira Beach is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

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

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

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

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

Ordinance 2025-04: Planned Development amends the Planned Development (PD) division in the Madeira Beach Code of Ordinances to fix inconsistencies, reference the Forward Pinellas Countywide Rules, and update the standards in that division to current practices.

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 foreseen direct economic impact of the proposed ordinance.

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

No foreseen impact on businesses with the proposed ordinance.

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

Chapter 110 Zoning, Article V. Districts, Division 10 PD, Planned Development in the Madeira Beach Code of Ordinances has some inconsistencies that need to be resolved. Ordinance 2025-04 fixes these inconsistencies.

NOTICE OF PUBLIC HEARINGS CITY OF MADEIRA

Item 13D.

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

NOTICE IS HEREBY GIVEN, that the Board of Commissioners of the City of Madeira Beach will conduct a **Second Reading and Public Hearing for the adoption of proposed Ordinance 2025-04, Ordinance 2025-05, Ordinance 2025-06, Ordinance 2025-07, and Ordinance 2025-08 on Wednesday, March 12, 2025, at 6:00 p.m.** The meeting will be held in the Patricia Shontz Commission Chambers located at 300 Municipal Drive, Madeira Beach, FL 33708. The titles of said Ordinances are as follows:

ORDINANCE 2025-04
AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING CHAPTER 110 ZONING, ARTICLE V. DISTRICTS, DIVISION 10, PD., PLANNED DEVELOPMENT, OF THE CITY'S LAND DEVELOPMENT CODE PROVIDING FURTHER INFORMATION ON INTENT AND PURPOSE; INCLUDING DIMENSIONAL REGULATIONS; SPECIFYING REQUIREMENTS FOR THE APPLICATION FOR PD ZONING; CLARIFYING THE REVIEW CRITERIA FROM THE LOCAL PLANNING AGENCY; CLARIFYING THE REVIEW CRITERIA FROM THE BOARD OF COMMISSIONERS; INCLUDING STANDARD OPERATING ADJUSTMENTS IN THE CHANGES OF DEVELOPMENT PLAN; AND INCLUDING OPTIONS FOR TIME EXTENSIONS; PROVIDING FOR CONFLICT, CODIFICATION AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2025-05
AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING CHAPTER 94 FLOODPLAIN MANAGEMENT, DIVISION 10. FLOOD RESISTANT DEVELOPMENT, ARTICLE I. BUILDINGS AND STRUCTURES, SECTION 94-103. MANUFACTURED HOMES AND RECREATIONAL VEHICLES, OF THE CITY'S LAND DEVELOPMENT CODE PROVIDING FOR THE USE OF RECREATIONAL VEHICLES AS TEMPORARY SHELTERS ON RESIDENTIAL PROPERTIES FOLLOWING A NATURAL EMERGENCY; PROVIDING FOR CONFLICT, CODIFICATION AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2025-06
AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING THE CAPITAL IMPROVEMENTS ELEMENT OF THE COMPREHENSIVE PLAN OF THE CITY OF MADEIRA BEACH TO UPDATE THE CAPITAL IMPROVEMENT PROGRAM (CIP) SCHEDULE OF CAPITAL IMPROVEMENTS FOR FISCAL YEARS 2025 THROUGH 2030; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2025-07
AN ORDINANCE OF THE CITY OF MADEIRA BEACH FLORIDA, CREATING SECTION 110-841 OF SUBDIVISION I (IN GENERAL) OF DIVISION 13 (ADULT ENTERTAINMENT USES) OF ARTICLE VI (SUPPLEMENTARY DISTRICT REGULATIONS) OF CHAPTER 110 (ZONING) OF THE CODE OF ORDINANCES TO PROHIBIT PERSONS UNDER THE AGE OF 18 YEARS TO ENTER, REMAIN IN OR PURCHASE GOODS OR SERVICES AT AN ADULT ENTERTAINMENT ESTABLISHMENT; TO PROHIBIT PERSONS UNDER THE OF 21 YEARS TO BE AN EMPLOYEE OF AN ADULT ENTERTAINMENT ESTABLISHMENT; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2025-08
AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, ADOPTING A REVISED APPENDIX A. – FEES AND COLLECTION PROCEDURES MANUAL OF THE CODE OF ORDINANCES OF CITY OF MADEIRA BEACH, FLORIDA, TO ADD A DECLARED DISASTER SANITATION FEE; REPEALING ORDINANCE 2024-22; PROVIDING FOR CONFLICT, CODIFICATION AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Interested parties may appear at the meeting and be heard with respect to the proposed Ordinances. A copy of the proposed Ordinances is available for inspection in the City Clerk's Office between the hours of 8:30 a.m. and 4:00 p.m., Monday through Friday.

If you would like more information regarding the proposed Ordinances 2025-04, 2025-05, 2025-06, and 2025-07, please contact Community Development Director Jenny Rowan at 727-804-0178 or email jrowan@madeirabeachfl.gov. If you would like more information regarding the proposed Ordinance 2025-08, please contact City Manager Robin Gomez at 727-580-8014 or email rgomez@madeirabeachfl.gov.

The meeting will be aired on Public Access TV Spectrum Channel 640 and on the City's website: https://madeirabeach-fl.municodemeetings.com/

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

In accordance with Section 286.26, Florida Statute, persons with disabilities needing special accommodations to participate in this meeting should contact the City Clerk's office no later than 48 hours prior to the meeting: (727) 391-995[illegible] 231 or 232 or email a written request to cv[illegible]an@madeirabeachfl.gov.

Memorandum

Meeting Details: March 12, 2025 – Board of Commissioners Regular Meeting

Prepared For: Honorable Mayor and Board of Commissioners

From: Community Development Department

Subject: Ordinance 2025-05: Temporary shelters on residential property, 2nd Reading and Public Hearing

Background:

Florida Statute 166.0335 prohibits municipalities from prohibiting one temporary shelter on residential property after the Governor issues a declaration of state of emergency.

Discussion:

Madeira Beach Land Development Regulations do not allow occupied recreational vehicles (Section 94-103) and do not provide any allowances after a state of emergency. Florida Statute 166.0335 prohibits municipalities from prohibiting the placement of one temporary shelter on residential properties after a natural emergency during which a permanent residential structure was damaged and rendered uninhabitable. The Statute includes standards for temporary shelters such as time limitations, connection to water and electricity, and that the shelter does not present a threat to health and human safety. The National Flood Insurance Program also has requirements in the floodplain for structures such as recreational vehicles, one of which being the vehicle must be fully licensed and ready for highway use.

The Planning Commission recommended approval of Ordinance 2025-05 on February 3, 2025, with the addition that the vehicle needs to be on the subject property and maintain a five-foot setback from the curb edge of a street. Staff discussed the Planning Commission's recommendation with the City Attorney who recommended not to include the five-foot setback in the Ordinance.

Recommendation(s):

The Planning Commission recommends approval of Ordinance 2025-05 Temporary Shelters on Residential Properties with the addition that the vehicle maintains a five-foot setback from the curb edge of a street. Staff recommends approval of Ordinance 2025-05.

Fiscal Impact or Other:

N/A

Attachments:

- Ordinance 2025-05 Temporary Shelters on Residential Properties
- FS 166.0335 Temporary Shelter Provision
- NFIP Regulations Section 60.3
- MB CD 25-01 Consistency Letter
- Ordinance 2025-05 Business Impact Statement

ORDINANCE 2025-05

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING CHAPTER 94 FLOODPLAIN MANAGEMENT, DIVISION 10. FLOOD RESISTANT DEVELOPMENT, ARTICLE I. BUILDINGS AND STRUCTURES, SECTION 94-103. MANUFACTURED HOMES AND RECREATIONAL VEHICLES, OF THE CITY'S LAND DEVELOPMENT CODE PROVIDING FOR THE USE OF RECREATIONAL VEHICLES AS TEMPORARY SHELTERS ON RESIDENTIAL PROPERTIES FOLLOWING A NATURAL EMERGENCY; PROVIDING FOR CONFLICT, CODIFICATION AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Madeira Beach's Land Development regulations do not allow for occupied recreational vehicles; and

WHEREAS, Florida Statute 166.0335 prohibits municipalities from prohibiting the placement of one temporary shelter on residential properties after a natural emergency during which a permanent residential structure was damaged and rendered uninhabitable; and

WHEREAS, Florida Statute 166.0335 includes standards for the temporary shelter which includes time limitations, connection to water and electricity, and that the shelter does not present a threat to health and human safety; and

WHEREAS, Florida Statute 166.0335 requires the resident to live in the temporary structure; and

WHEREAS, the National Flood Insurance Program (NFIP) requires minimum standards for occupied recreational vehicles; and

WHEREAS, City staff has recommended certain revisions to the Land Development Code to provide for the use of temporary shelters after a natural emergency during which a permanent residential structure was damaged and rendered uninhabitable; and

WHEREAS, the Planning Commission has considered the recommended changes referenced above at a public hearing and has recommended approval to the Board of Commissioners; and

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

WHEREAS, the Board of Commissioners held two public hearings to consider the approval of the recommended changes and the adoption of this ordinance.

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

Section 1. That Chapter 94 (Floodplain Management) Division 10. (Flood Resistant Development) Article I (Buildings and Structures) Section 94-103 (Manufactured homes and recreational vehicles) of the Land Development Code of the City of Madeira Beach is hereby amended to read as follows:

Sec. 94-103. Manufactured homes and recreational vehicles.

In accordance with ~~the chapter~~ Chapter 110, Zoning, permitted uses and special exceptions do not include manufactured homes or occupied recreational vehicles unless used for a temporary shelter on residential property following a declaration of state of emergency issued by the Governor for a natural emergency during which a permanent residential structure was damaged and rendered uninhabitable.

Recreational vehicles used for temporary shelter on residential property after a natural emergency must be fully licensed and ready for highway use, connected to water and electric utilities, does not present a threat to health and human safety, parked on the subject property, and cannot be on site for more 36 months after the date of the declaration or until a certificate of occupancy is issued on the permanent residential structure on the property, whichever occurs first. The resident must live in the recreational vehicle and make a good faith effort to rebuild or renovate the damaged permanent residential structure including, but not limited to applying for a building permit, submitting a plan or design to the City or obtaining a construction loan.

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

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

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

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

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

PASSED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, THIS _____ day of _____, 2025.

_____
Anne-Marie Brooks, Mayor

ATTEST:

_____
Clara VanBlargan, MMC, MSM, City Clerk

APPROVED AS TO FORM:

_____
Thomas J. Trask, City Attorney

PASSED ON FIRST READING: _____

PUBLISHED: _____

PASSED ON SECOND READING: _____

FORWARD PINELLAS
P: (727) 464.8250
F: (727) 464.8212
forwardpinellas.org
310 Court Street
Clearwater, FL 33756

January 28, 2025

Andrew Morris, AICP
Long Range Planner
City of Madeira Beach
300 Municipal Drive
Madeira Beach, FL 33708

RE: Review of ordinances from the City of Madeira Beach (Ordinances 2025-04, 2025-05, and 2025-06)

Dear Andrew,

Thank you for submitting the proposed amendments to the Countywide Rules, which include revisions to the Planned Development Zoning District, Floodplain Management, and the Capital Improvements Program. After reviewing the ordinances, we find them consistent with the Countywide Rules, with the following comments:

- **Planned Development Zoning District Revisions**: This ordinance aligns with the Countywide Rules by supporting appropriate land-use standards and development practices.
- **Floodplain Management - Use of Recreational Vehicles as Temporary Shelters**: The proposed amendments are consistent with the Countywide Rules, ensuring compliance with safety regulations for floodplain management.
- **Capital Improvements Program Update for Fiscal Years 2025-2030**: This update is consistent with the Countywide Rules, aligning with regional infrastructure planning and funding objectives.

We recognize that the consistency process is an ongoing one, and if either the County or Forward Pinellas staff has failed to note a matter governed by the consistency process in the course of this review, we will be happy to work with you to resolve any such matter as may be necessary.

If you have any questions, please feel free to call me at 727-464-5679 or email me at ewennick@forwardpinellas.org.

Sincerely,

Emma Wennick

Emma Wennick
Program Planner

West's Florida Statutes Annotated
Title XII. Municipalities (Chapters 165-185)
Chapter 166. Municipalities (Refs & Annos)
Part I. General Provisions

West's F.S.A. § 166.0335

166.0335. Temporary shelter prohibition

Effective: July 1, 2023
Currentness

(1) For the purposes of this section, the term "temporary shelter" includes, but is not limited to, a recreational vehicle, trailer, or similar structure placed on a residential property.

(2) Notwithstanding any other law, ordinance, or regulation to the contrary, following the declaration of a state of emergency issued by the Governor for a natural emergency as defined in s. 252.34(8) during which a permanent residential structure was damaged and rendered uninhabitable, a municipality may not prohibit the placement of one temporary shelter on the residential property for up to 36 months after the date of the declaration or until a certificate of occupancy is issued on the permanent residential structure on the property, whichever occurs first, if all of the following circumstances apply:

(a) The resident makes a good faith effort to rebuild or renovate the damaged permanent residential structure, including, but not limited to, applying for a building permit, submitting a plan or design to the municipality, or obtaining a construction loan.

(b) The temporary shelter is connected to water and electric utilities and does not present a threat to health and human safety.

(c) The resident lives in the temporary structure.

Credits
Added by Laws 2023, c. 2023-304, § 2, eff. July 1, 2023.

West's F. S. A. § 166.0335, FL ST § 166.0335
Current with laws, joint and concurrent resolutions and memorials in effect from the 2024 second regular session. The statutes include changes from the Florida Revisor of Statutes.

End of Document

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APPENDIX E: NFIP REGULATIONS

This Appendix contains the text of the Code of Federal Regulations (CFR) for the National Flood Insurance Program: 44 CFR Parts 59, 60, 65, and 70.

TITLE 44--EMERGENCY MANAGEMENT AND ASSISTANCE

CHAPTER I--FEDERAL EMERGENCY MANAGEMENT AGENCY, DEPARTMENT OF HOMELAND SECURITY

PART 59--GENERAL PROVISIONS – Table of Contents

Subpart A-General
Sec.
59.1 Definitions.
59.2 Description of program.
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Subpart B-Eligibility Requirements
Sec.
59.21 Purpose of subpart.
59.22 Prerequisites for the sale of flood insurance.
59.23 Priorities for the sale of flood insurance under the regular program.
59.24 Suspension of community eligibility.
Authority: 42 U.S.C. 4001 et seq.; Reorganization Plan No. 3 of 1978, 43 FR 41943, 3 CFR, 1978 Comp., p. 329; E.O. 12127 of Mar. 31, 1979, 44 FR 19367, 3 CFR, 1979 Comp., p. 376.

Subpart A--General

§ 59.1 Definitions.

As used in this subchapter—
"Act" means the statutes authorizing the National Flood Insurance Program that are incorporated in 42 U.S.C. 4001-4128.
"Actuarial rates"--see "risk premium rates".
"Administrator" means the Federal Insurance Administrator.
"Agency" means the Federal Emergency Management Agency, Washington DC.
"Alluvial fan flooding" means flooding occurring on the surface of an alluvial fan or similar landform which originates at the apex and is characterized by high-velocity flows; active processes of erosion, sediment transport, and deposition; and, unpredictable flow paths. "Apex" means a point on an alluvial fan or similar landform below which the flow path of the major stream that formed the fan becomes unpredictable and alluvial fan flooding can occur.
"Applicant" means a community which indicates a desire to participate in the Program.
"Appurtenant structure" means a structure which is on the same parcel of property as the principal structure to be insured and the use of which is incidental to the use of the principal structure.
"Area of future-conditions flood hazard" means the land area that would be inundated by the 1percent-annual-chance (100-year) flood based on future-conditions hydrology.
"Area of shallow flooding" means a designated AO, AH, AR/AO, AR/AH, or VO zone on a community's Flood Insurance Rate Map (FIRM) with a 1 percent or greater annual chance of flooding to an average depth of 1 to 3 feet where a clearly defined channel does not exist, where the path of flooding is unpredictable, and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.
"Area of special flood-related erosion hazard" is the land within a community which is most likely to be subject to severe flood-related erosion losses. The area may be designated as Zone E on the Flood Hazard Boundary Map (FHBM). After the detailed evaluation of the special flood-related erosion hazard area in preparation for publication of the FIRM, Zone E may be further refined.

flood, be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated to or above the base flood elevation and be securely anchored to an adequately anchored foundation system to resist floatation collapse and lateral movement.

(7) Require within any AO zone on the community's FIRM that all new construction and substantial improvements of residential structures have the lowest floor (including basement) elevated above the highest adjacent grade at least as high as the depth number specified in feet on the community's FIRM (at least two feet if no depth number is specified);

(8) Require within any AO zone on the community's FIRM that all new construction and substantial improvements of nonresidential structures

(i) have the lowest floor (including basement) elevated above the highest adjacent grade at least as high as the depth number specified in feet on the community's FIRM (at least two feet if no depth number is specified), or

(ii) together with attendant utility and sanitary facilities be completely floodproofed to that level to meet the floodproofing standard specified in Sec. 60.3(c)(3)(ii);

(9) Require within any A99 zones on a community's FIRM the standards of paragraphs (a)(1) through (a)(4)(i) and (b)(5) through (b)(9) of this section;

(10) Require until a regulatory floodway is designated, that no new construction, substantial improvements, or other development (including fill) shall be permitted within Zones A1-30 and AE on the community's FIRM, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the community.

(11) Require within Zones AH and AO, adequate drainage paths around structures on slopes, to guide floodwaters around and away from proposed structures.

(12) Require that manufactured homes to be placed or substantially improved on sites in an existing manufactured home park or subdivision within Zones A-1-30, AH, and AE on the community's FIRM that are not subject to the provisions of paragraph (c)(6) of this section be elevated so that either

(i) The lowest floor of the manufactured home is at or above the base flood elevation, or

(ii) The manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than 36 inches in height above grade and be securely anchored to an adequately anchored foundation system to resist floatation, collapse, and lateral movement.

(13) Notwithstanding any other provisions of Sec. 60.3, a community may approve certain development in Zones Al-30, AE, and AH, on the community's FIRM which increase the water surface elevation of the base flood by more than one foot, provided that the community first applies for a conditional FIRM revision, fulfills the requirements for such a revision as established under the provisions of Sec. 65.12, and receives the approval of the Administrator.

(14) Require that recreational vehicles placed on sites within Zones A1-30, AH, and AE on the community's FIRM either

(i) Be on the site for fewer than 180 consecutive days,

(ii) Be fully licensed and ready for highway use, or

(iii) Meet the permit requirements of paragraph (b)(1) of this section and the elevation and anchoring requirements for `"manufactured homes" in paragraph (c)(6) of this section.

A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions.

collapse, displacement, or other structural damage due to the effects of wind and water loads acting simultaneously on all building components (structural and non-structural). Water loading values used shall be those associated with the base flood. Wind loading values used shall be those required by applicable State or local building standards. Such enclosed space shall be useable solely for parking of vehicles, building access, or storage.
(6) Prohibit the use of fill for structural support of buildings within Zones V1-30, VE, and V on the community's FIRM;
(7) Prohibit man-made alteration of sand dunes and mangrove stands within Zones V1-30, VE, and V on the community's FIRM which would increase potential flood damage.
(8) Require that manufactured homes placed or substantially improved within Zones V1-30, V, and VE on the community's FIRM on sites
(i) Outside of a manufactured home park or subdivision,
(ii) In a new manufactured home park or subdivision,
(iii) In an expansion to an existing manufactured home park or subdivision, or
(iv) In an existing manufactured home park or subdivision on which a manufactured home has incurred ``substantial damage'' as the result of a flood, meet the standards of paragraphs (e)(2) through (7) of this section and that manufactured homes placed or substantially improved on other sites in an existing manufactured home park or subdivision within Zones VI-30, V, and VE on the community's FIRM meet the requirements of paragraph (c)(12) of this section.
(9) Require that recreational vehicles placed on sites within Zones V1-30, V, and VE on the community's FIRM either
(i) Be on the site for fewer than 180 consecutive days,
(ii) Be fully licensed and ready for highway use, or
(iii) Meet the requirements in paragraphs (b)(1) and (e) (2) through (7) of this section.
A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions.
(f) When the Administrator has provided a notice of final base flood elevations within Zones A1-30 or AE on the community's FIRM, and, if appropriate, has designated AH zones, AO zones, A99 zones, and A zones on the community's FIRM, and has identified flood protection restoration areas by designating Zones AR, AR/A1-30, AR/AE, AR/AH, AR/AO, or AR/A, the community shall:
(1) Meet the requirements of paragraphs (c)(1) through (14) and (d)(1) through (4) of this section.
(2) Adopt the official map or legal description of those areas within Zones AR, AR/A1-30, AR/AE, AR/AH, AR/A, or AR/AO that are designated developed areas as defined in Sec.59.1 in accordance with the eligibility procedures under Sec.65.14.
(3) For all new construction of structures in areas within Zone AR that are designated as developed areas and in other areas within Zone AR where the AR flood depth is 5 feet or less:
(i) Determine the lower of either the AR base flood elevation or the elevation that is 3 feet above highest adjacent grade; and
(ii) Using this elevation, require the standards of paragraphs (c)(1) through (14) of this section.
(4) For all new construction of structures in those areas within Zone AR that are not designated as developed areas where the AR flood depth is greater than 5 feet:
(i) Determine the AR base flood elevation; and
(ii) Using that elevation require the standards of paragraphs (c)(1) through (14) of this section.
(5) For all new construction of structures in areas within Zone AR/A1-30, AR/AE, AR/AH, AR/AO, and AR/A:
(i) Determine the applicable elevation for Zone AR from paragraphs (a)(3) and (4) of this section;
(ii) Determine the base flood elevation or flood depth for the underlying A1-30, AE, AH, AO and A Zone; and (iii) Using the higher elevation from paragraphs (a)(5)(i) and (ii) of this section require the standards of paragraphs (c)(1) through (14) of this section.
(6) For all substantial improvements to existing construction within Zones AR/A1-30, AR/AE, AR/AH, AR/AO, and AR/A:
(i) Determine the A1-30 or AE, AH, AO, or A Zone base flood elevation; and
(ii) Using this elevation apply the requirements of paragraphs (c)(1) through (14) of this section.
(7) Notify the permit applicant that the area has been designated as an AR, AR/A1-30, AR/AE, AR/AH, AR/AO, or AR/A Zone and whether the structure will be elevated or protected to or above the AR base flood elevation.
[41 FR 46975, Oct. 26, 1976]
Editorial Note: For Federal Register citations affecting Sec. 60.3, see the List of CFR Sections Affected, which appears in the Finding Aids section of the printed volume and on GPO Access.

Business Impact Estimate

Proposed ordinance's title/reference:
Ordinance 2025-05: Temporary Shelters on Residential Property

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[1] for the proposed ordinance, but the City of Madeira Beach is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

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

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

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

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

Ordinance 2025-05 is in response to FS 166.0335, which prohibits local jurisdictions from prohibiting one temporary shelter on residential properties after a natural emergency during which a permanent residential structure was rendered uninhabitable.

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 foreseen direct economic impact of the proposed ordinance. This ordinance only applies to residential properties.

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

No foreseen impact on businesses with the proposed ordinance. This ordinance only applies to residential properties.

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

Florida Statute 166.0335

NOTICE OF PUBLIC HEARINGS CITY OF MADEIRA BEACH

Item 13E.

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

NOTICE IS HEREBY GIVEN, that the Board of Commissioners of the City of Madeira Beach will conduct a **Second Reading and Public Hearing for the adoption of proposed Ordinance 2025-04, Ordinance 2025-05, Ordinance 2025-06, Ordinance 2025-07, and Ordinance 2025-08 on Wednesday, March 12, 2025, at 6:00 p.m.** The meeting will be held in the Patricia Shontz Commission Chambers located at 300 Municipal Drive, Madeira Beach, FL 33708. The titles of said Ordinances are as follows:

ORDINANCE 2025-04
AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING CHAPTER 110 ZONING, ARTICLE V. DISTRICTS, DIVISION 10, PD., PLANNED DEVELOPMENT, OF THE CITY'S LAND DEVELOPMENT CODE PROVIDING FURTHER INFORMATION ON INTENT AND PURPOSE; INCLUDING DIMENSIONAL REGULATIONS; SPECIFYING REQUIREMENTS FOR THE APPLICATION FOR PD ZONING; CLARIFYING THE REVIEW CRITERIA FROM THE LOCAL PLANNING AGENCY; CLARIFYING THE REVIEW CRITERIA FROM THE BOARD OF COMMISSIONERS; INCLUDING STANDARD OPERATING ADJUSTMENTS IN THE CHANGES OF DEVELOPMENT PLAN; AND INCLUDING OPTIONS FOR TIME EXTENSIONS; PROVIDING FOR CONFLICT, CODIFICATION AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2025-05
AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING CHAPTER 94 FLOODPLAIN MANAGEMENT, DIVISION 10. FLOOD RESISTANT DEVELOPMENT, ARTICLE I. BUILDINGS AND STRUCTURES, SECTION 94-103. MANUFACTURED HOMES AND RECREATIONAL VEHICLES, OF THE CITY'S LAND DEVELOPMENT CODE PROVIDING FOR THE USE OF RECREATIONAL VEHICLES AS TEMPORARY SHELTERS ON RESIDENTIAL PROPERTIES FOLLOWING A NATURAL EMERGENCY; PROVIDING FOR CONFLICT, CODIFICATION AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2025-06
AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING THE CAPITAL IMPROVEMENTS ELEMENT OF THE COMPREHENSIVE PLAN OF THE CITY OF MADEIRA BEACH TO UPDATE THE CAPITAL IMPROVEMENT PROGRAM (CIP) SCHEDULE OF CAPITAL IMPROVEMENTS FOR FISCAL YEARS 2025 THROUGH 2030; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2025-07
AN ORDINANCE OF THE CITY OF MADEIRA BEACH FLORIDA, CREATING SECTION 110-841 OF SUBDIVISION I (IN GENERAL) OF DIVISION 13 (ADULT ENTERTAINMENT USES) OF ARTICLE VI (SUPPLEMENTARY DISTRICT REGULATIONS) OF CHAPTER 110 (ZONING) OF THE CODE OF ORDINANCES TO PROHIBIT PERSONS UNDER THE AGE OF 18 YEARS TO ENTER, REMAIN IN OR PURCHASE GOODS OR SERVICES AT AN ADULT ENTERTAINMENT ESTABLISHMENT; TO PROHIBIT PERSONS UNDER THE OF 21 YEARS TO BE AN EMPLOYEE OF AN ADULT ENTERTAINMENT ESTABLISHMENT; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2025-08
AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, ADOPTING A REVISED APPENDIX A. – FEES AND COLLECTION PROCEDURES MANUAL OF THE CODE OF ORDINANCES OF CITY OF MADEIRA BEACH, FLORIDA, TO ADD A DECLARED DISASTER SANITATION FEE; REPEALING ORDINANCE 2024-22; PROVIDING FOR CONFLICT, CODIFICATION AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Interested parties may appear at the meeting and be heard with respect to the proposed Ordinances. A copy of the proposed Ordinances is available for inspection in the City Clerk's Office between the hours of 8:30 a.m. and 4:00 p.m., Monday through Friday.

If you would like more information regarding the proposed Ordinances 2025-04, 2025-05, 2025-06, and 2025-07, please contact Community Development Director Jenny Rowan at 727-804-0178 or email jrowan@madeirabeachfl.gov. If you would like more information regarding the proposed Ordinance 2025-08, please contact City Manager Robin Gomez at 727-580-8014 or email rgomez@madeirabeachfl.gov.

The meeting will be aired on Public Access TV Spectrum Channel 640 and on the City's website: https://madeirabeach-fl.municodemeetings.com/

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

In accordance with Section 286.26, Florida Statute, persons with disabilities needing special accommodations to participate in this meeting should contact the City Clerk's office no later than 48 hours prior to the meeting: (727) 391-995[illegible] 231 or 232 or email a written request to cv[illegible]an@madeirabeachfl.gov.

Memorandum

Meeting Details:	March 12, 2025 – Board of Commissioners Regular Meeting
Prepared For:	Honorable Mayor and Board of Commissioners
Staff Contact:	Community Development Department
Subject:	Ordinance 2025-06 Amendment to Capital Improvement Element of Comprehensive Plan, 2nd Hearing and Public Reading

Background

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

Discussion

The Planning Commission acting as the Local Planning Agency (LPA) is required to review and make recommendations regarding the CIP and then have a public hearing to update the Capital Improvements Element of the Comprehensive Plan. The portions of the CIP that are to be reviewed are those facility improvements of $100,000 or more that affect the levels of service standards adopted in the Comprehensive Plan.

The Planning Commission recommended approval of Ordinance 2025-06 on February 3, 2025.

Fiscal Impact

The total fiscal impact of the Capital Improvements Program is $44,924,500: $20,075,500 for FY 2025, $15,125,000 for FY 2026, $7,820,000 for FY 2027, $744,000 for FY 2028, $1,160,000 for FY 2029, and $0 for FY 2030.

Recommendation(s)

Planning Commission and staff recommend the approval of Ordinance 2025-06.

Attachments/Corresponding Documents

- Ordinance 2025-06
- MB CD 25-01 Consistency Letter
- Ordinance 2025-06 Business Impact Statement

ORDINANCE 2025-06

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING THE CAPITAL IMPROVEMENTS ELEMENT OF THE COMPREHENSIVE PLAN OF THE CITY OF MADEIRA BEACH TO UPDATE THE CAPITAL IMPROVEMENT PROGRAM (CIP) SCHEDULE OF CAPITAL IMPROVEMENTS FOR FISCAL YEARS 2025 THROUGH 2030; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, City of Madeira Beach Planning Commission conducted a public hearing and accepted public input regarding the update to the Capital Improvement Program (CIP) Schedule of Capital Improvements for the fiscal years 2025 through 2030 in the Capital Improvements Element of Comprehensive Plan of the City of Madeira Beach and provided its recommendation to the Board of Commissioners; and

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

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

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

Account Description	Project Title	Description	Fiscal Year 2025	Fiscal Year 2026	Fiscal Year 2027	Fiscal Year 2028	Fiscal Year 2029	Fiscal Year 2030
Capital Improvements	City Hall Veranda & Stair Replacement	Replace tiles along the stairs and the second-floor veranda of City Hall. The current tile is not all slip resistant, and grout is coming out on the stairs.	150,000	-	-	-	-	-
Capital Equipment	Chamber Upgrades	Upgrade the equipment on the AV rack in the chamber room.	20,000	-	-	-	-	-
Capital Equipment	Replace 2016 Duralift mounted bucket	Replace Duralift mounted bucket on truck #19	-	45,000	-	-	-	-
Capital Equipment	Replace #44 Caterpillar Backhoe	Replace 2018 Caterpillar Backhoe	-	-	-	85,000	-	-

Account Description	Project Title	Description	Fiscal Year 2025	Fiscal Year 2026	Fiscal Year 2027	Fiscal Year 2028	Fiscal Year 2029	Fiscal Year 2030
Capital Improvements	Interior Remodel/improvement for storage	The fire station needs air-conditioned storage space for uniforms, public education & community risk reduction items as well as other station related items unable to be stored in an outside environment	10,000	-	-	-	-	-
Capital Improvements	Painting of station; interior & exterior	Painting of the interior and exterior of fire station once repairs are made after pending litigation	65,000	-	-	-	-	-
Capital Equipment	Appliances - Kitchen & Laundry Replacement	Replace the kitchen and laundry appliances in the fire station	18,000	-	-	-	-	-
Capital Equipment	Replacement of MDTs	Replacement of MDTs per replacement policy	-	-	-	34,000	-	-

Account Description	Project Title	Description	Fiscal Year 2025	Fiscal Year 2026	Fiscal Year 2027	Fiscal Year 2028	Fiscal Year 2029	Fiscal Year 2030
Capital Equipment	MDTs - Replacement	Pinellas County is mandating that all departments obtain MDTs that must meet specifications outlined by the County. 1 Admin Vehicle MB400 and 3 Apparatus	24,500	-	-	-	-	-
Capital Equipment	Bunker Gear Replacement	Replacement of 14 sets of outdated bunker gear per NFPA	-	-	50,000	-	-	-
Capital Equipment	SCBA Replacement	Replacement of SCBA equipment - replacement recommended by NFPA Standards; Department applied for AFG Grant	310,000	-	-	-	-	-
Capital Improvements	Recreation Center Fire Suppression System	Fire suppression system for Recreation building.	150,000	-	-	-	-	-

Account Description	Project Title	Description	Fiscal Year 2025	Fiscal Year 2026	Fiscal Year 2027	Fiscal Year 2028	Fiscal Year 2029	Fiscal Year 2030
Capital Improvements	Field Maintenance Vehicle	New field maintenance vehicle/rake/leveler.	45,000	-	-	-	-	-
Capital Improvements	Public Works & Building Services Facility	Building for Public Works employees & vehicles and Building Services operations	1,000,000	1,000,000	-	-	-	-
Capital Equipment	Replacement of T125	Replacement of T125 (2017) per City replacement policy	-	-	-	-	1,100,000	-
Capital Equipment	Deputy Chief Vehicle	New position of Deputy Chief; vehicle will serve as a command center during emergency calls. Includes outfitting of vehicle and MDT	69,000	-	-	-	-	-

Account Description	Project Title	Description	Fiscal Year 2025	Fiscal Year 2026	Fiscal Year 2027	Fiscal Year 2028	Fiscal Year 2029	Fiscal Year 2030
Capital Equipment	Replacement of MB100 Vehicle	Replace current 2017 Ford Explorer through Florida Sheriffs Cooperative Purchasing Program. Utilizing the LOST Fund including outfitting & MDT	69,000	-	-	-	-	-
Capital Improvements	Shade Awnings and Dugout Replacement	Replace dugouts and add shade awnings to Recreation Fields.	200,000	-	-	-	-	-
Capital Improvements	Concession Stand	Engineering and Construction of Concession Stand Replacement. Upgrade of restroom facilities, concession kitchen, storage, and office space.	500,000	-	-	-	-	-
Capital Improvements	Basketball Court Enclosure	Building to enclose existing basketball court.	-	500,000	-	-	-	-

Account Description	Project Title	Description	Fiscal Year 2025	Fiscal Year 2026	Fiscal Year 2027	Fiscal Year 2028	Fiscal Year 2029	Fiscal Year 2030
Capital Equipment	Recreation Truck	Truck to be utilized by the Recreation Department for range of department needs included maintenance, special events, and other activities.	50,000	-	-	-	-	-
Capital Equipment	Passenger Van Replacement	Vehicle Replacement for #97 - Ford Van	-	60,000	-	-	-	-
Capital Improvements	Roadway Resurfacing Village Blvd, Boardwalk Pl, & Surface Lot	Mill and resurface Village Blvd, Boardwalk Place, and the surface parking lot.	1,000,000	-	-	-	-	-
Capital Improvements	Mill and Resurface parking lot at Archibald	Mill and Resurface the parking lot and thermo stripe	500,000	-	-	-	-	-
Capital Improvements	Archibald Restroom rebuild.	Demo and Rebuild Archibald Restrooms	1,500,000	-	-	-	-	-

Account Description	Project Title	Description	Fiscal Year 2025	Fiscal Year 2026	Fiscal Year 2027	Fiscal Year 2028	Fiscal Year 2029	Fiscal Year 2030
Capital Improvements	Beach Groin Renourishment Project	50% Match Grant with FDEP to renourish the 22-23 exposed beach groins.	1,500,000	-	-	-	-	-
Capital Equipment	#40 Replacement F350 dump truck	Replace #40 a 2009 F350 dump truck	-	150,000	-	-	-	-
Capital Equipment	Replace #36 Chevy 1500 with a utility bed	Replace #36 a Chevy 1500 with a utility bed	-	60,000	-	-	-	-
Capital Equipment	Replace #109 John Deere Gator 825i	Replace 2016 John Deere Gator 825i	25,000	-	-	-	-	-
Capital Equipment	Replace #112 Chevy 1500 with liftgate	Replace 2018 Chevy 1500 with liftgate	-	60,000	-	-	-	-
Buildings	Satellite Office	Multi-purpose satellite office associated with construction of public works facility for enforcement of Florida Building Code	500,000	500,000	-	-	-	-
Capital Improvements	Metal Roof for boatlift	Metal roof over boatlifts to protect boat(s)	75,000	-	-	-	-	-

Account Description	Project Title	Description	Fiscal Year 2025	Fiscal Year 2026	Fiscal Year 2027	Fiscal Year 2028	Fiscal Year 2029	Fiscal Year 2030
Capital Improvements	Additional Building Department Vehicle Parking	Additional parking spaces for building department vehicles at City Centre	75,000	-	-	-	-	-
Capital Improvements	Reconfigure Building Department Permit Desk	Redesign permit desk to create more office space	25,000	-	-	-	-	-
Capital Equipment	Replace #26 Kenworth T880	Replace #26 a 2020 Kenworth T880 with 32 Yd Heil Packer	-	-	-	350,000	-	-
Capital Equipment	Replace #29 Kenworth T880	Replace #29 2019 Kenworth T880 with 32 yd Heil Packer	-	-	325,000	-	-	-
Capital Equipment	Replace #3 F250	Replace 2019 F250 with Easy Dump	-	75,000	-	-	-	-
Capital Equipment	Replace #68 F250	Replace 2019 F250 with Easy Dump	-	75,000	-	-	-	-
Capital Equipment	Replace #24 Chevy Silverado 1500	Replace a 2019 Chevy Silverado 1500 with a liftgate	-	-	60,000	-	-	-

Account Description	Project Title	Description	Fiscal Year 2025	Fiscal Year 2026	Fiscal Year 2027	Fiscal Year 2028	Fiscal Year 2029	Fiscal Year 2030
Capital Equipment	Replace #5 Chevy Silverado	Replace a 2019 Chevy Silverado 1500 with a liftgate	-	-	60,000	-	-	-
Capital Equipment	Replace #18 Peterbuilt Claw truck	Replace #18 2023 Peterbuilt Claw truck	-	-	275,000	-	-	-
Capital Equipment	Replace #21 Broyhill Load & Pack	Replace #21 2020 Broyhill Load & Pack	-	-	-	275,000	-	-
Drainage & Roadway Improvement	Area 6a - 155th Ave, 154th Ave, 153rd Ave, 1st St E, 2nd St E, Harbor Dr and Municipal Dr	Mill and resurface, fix curbing and upgrade stormwater inlets and outfalls as needed	4,000,000	-	-	-	-	-
Drainage & Roadway Improvement	Area 5 - 131st Ave E & 129th Ave.	Mill & Resurface, Curb Repair, and Stormwater drainage improvements	495,000	-	-	-	-	-
Drainage & Roadway Improvement	Area 3 - East Parsley, West Parsley, Margueirte Dr, A Street, B Street, and Lynn Way	Mill & Resurface, Curb Repair, and Stormwater drainage improvements	500,000	-	-	-	-	-

Account Description	Project Title	Description	Fiscal Year 2025	Fiscal Year 2026	Fiscal Year 2027	Fiscal Year 2028	Fiscal Year 2029	Fiscal Year 2030
Drainage & Roadway Improvement	Area 9 - Bay Point, Pruitt, Sunset Cove, Virginia, S Bayshore, & Marlyn Way	Bay Point, Pruitt, Sunset Cove, Virginia, S Bayshore, & Marlyn Way Mill Resurface, Storm Repair/replacement and Curb	200,000	7,000,000	-	-	-	-
Drainage & Roadway Improvement	Area 4 - E Madeira Ave, N Bayshore to 145th, 1st Ave E, 148th Ave, 147th Ave, 146th Ave, 145th Ave.	E Madeira Ave, N Bayshore to 145th, 1st Ave E, 148th Ave, 147th Ave, 146th Ave, 145th Ave. Mill & Resurface, Curb Repair, and Stormwater drainage improvements.	-	200,000	7,000,000	-	-	-
Drainage & Roadway Improvement	Area 7 - American Legion Dr.	American Legion Dr. Mill & Resurface, Curb Repair, and Stormwater drainage improvements	1,500,000	-	-	-	-	-
Capital Equipment	Replace #70 F250	Replace 2021 F250 with Utility Body	-	-	-	-	60,000	-

Account Description	Project Title	Description	Fiscal Year 2025	Fiscal Year 2026	Fiscal Year 2027	Fiscal Year 2028	Fiscal Year 2029	Fiscal Year 2030
Capital Equipment	Replace #77 Elgin Whirlwind Street Sweeper	Replace 2018 Elgin Whirlwind Street Sweeper	-	350,000	-	-	-	-
Capital Equipment	Replace #111 - 2016 Chevy Silverado 2500	Replace a 2016 Chevy Silverado 2500 - With a similar truck for use during flooding	60,000	-	-	-	-	-
Capital Equipment	Replace #110 - 2016 Chevy Silverado 2500	Replace a 2016 Chevy Silverado 2500 - With a similar truck for use during flooding	60,000	-	-	-	-	-
Capital Improvements	Marina Seawall Replacement	The replacement of 360' of seawall, from the boat ramp to the fuel dock. This project was approved in FY 2024 and may not be completed by the end of FY 2024.	200,000	-	-	-	-	-

Account Description	Project Title	Description	Fiscal Year 2025	Fiscal Year 2026	Fiscal Year 2027	Fiscal Year 2028	Fiscal Year 2029	Fiscal Year 2030
Capital Equipment	Additional Fuel Dispenser	Add another dual pump/hose Gasoline dispenser to help increase revenue and customer service.	30,000	-	-	-	-	-
Capital Improvements	Parking Garage	Multimodal transportation facility at John's Pass Village	5,000,000	5,000,000	-	-	-	-
Capital Equipment	ParkSmart's smart sensors	ParkSmart's smart sensors monitor individual parking spaces and relay occupancy. ALPR cameras may also be added; another Kubota is available for events and patrol.	150,000	50,000	50,000	-	-	-
Total:			20,075,500	15,125,000	7,820,000	744,000	1,160,000	-

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

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

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

Project Title	Item Name	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
Engineering for Concession/Basketball Court Facility	Engineering for Concession/Basketball Court Facility on existing tennis court location. Increased size of restrooms and enclosure of courts to expand programming offerings.	100,000	-	-	-	-	-	-
Public Works & Building Services Facility	Building for Public Works employees & vehicles and Building Services operations	1,500,000	-	-	-	-	-	-
Johns Pass Park Parking lot Improvements	Mill, Resurface, Stripe, and Improve Johns Pass Parking lot area.	450,000	-	-	-	-	-	-
Quick Response Vehicle	Quick Response Vehicle (LOST Fund)	100,000	-	-	-	-	-	-
Replacement of T125	Replacement schedule of 2017 Rosenbauer Truck 25	-	-	-	-	-	1,100,000	-

Project Title	Item Name	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
Replacement of 2014 Polaris Ranger	Replacement of 2014 Polaris Ranger	25,000	-	-	-	-	-	-
Replacement of 2017 Explorer	Replacement of Fire Chief's vehicle per City's vehicle replacement plan LOST Fund	-	55,000	-	-	-	-	-
Concession Stand	Engineering and Construction of Concession Stand Replacement. Upgrade of restroom facilities, concession kitchen, storage, and office space.	-	500,000	-	-	-	-	-
Recreation Center Solar	Solar on roof of Recreation Center - BP Funds	100,000	-	-	-	-	-	-
Dog Park	Dog park upgrade. Synthetic turf and other improved features.	200,000	-	-	-	-	-	-

Project Title	Item Name	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
Shade Awnings and Dugout Replacement	Replace dugouts and add shade awnings to Recreation Fields.	200,000						
Basketball Court Enclosure	Building to enclose existing basketball court.		500,000					
Concrete around Field 2	Concrete on both sides of Field 2 to replace existing shell which is currently in place. Improves seating access and minimizes maintenance to the area.	30,000						
City Centre Complex Sidewalk	Replacement of Sidewalk along Rex Place	25,000						
Recreation Truck	Vehicle Replacement for #20 - Chevy Silverado		40,000					
Passenger Van Replacement	Vehicle Replacement for #97 - Ford Van			40,000				

Project Title	Item Name	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
Bus Replacement for Social Club	Replacement of E450 Bus with larger, handicap accessible bus for Senior Program.	150,000						
Roadway Resurfacing Village Blvd, Boardwalk Pl, & Surface Lot	Mill and resurface Village Blvd, Boardwalk Place, and the surface parking lot.		1,000,000					
Archibald Restroom rebuild.	Demo and Rebuild Archibald Restrooms	1,000,000						
Parking lot light repair	Repair the current light system for the parking lot							
Beach Groin Renourishment Project	50% Match Grant with FDEP to renourish the 22-23 exposed beach groins.	3,500,000						
Park Improvements	Enhance pocket parks in Boca Ciega neighborhood	150,000						

Project Title	Item Name	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
Mill and Resurface parking lot at Archibald	Mill and Resurface the parking lot and thermo stripe	—	450,000	—	—	—	—	—
Patriot Park Fishing Piers rebuild	Rebuild 2 fishing piers located at Patriot Park	125,000	—	—	—	—	—	—
Replace #36	Replace #36 a Chevy 1500 with a utility bed	—	—	60,000	—	—	—	—
#40 Replacement	Replace #40 a 2009 F350 dump truck	—	—	150,000	—	—	—	—
Purchase new F250 Utility Truck	Purchase new F250 utility truck for Grounds Maint. Employee.	60,000	—	—	—	—	—	—
Replace #112	Replace 2018 Chevy 1500 with liftgate	—	—	60,000	—	—	—	—
Replace #109	Replace 2016 John Deere Gator 825i	—	—	25,000	—	—	—	—
Landscape equipment	Landscape equipment needed to maintain city parks.	—	—	—	—	—	—	—

Project Title	Item Name	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
Satellite office	Satellite office for Building Department - in conjunction with new Public Works facility	700,000						
New 150hp motor for Building Department boat	New motor for Building Department boat	20,000						
New Ford Lightning Truck	New Building Department Vehicle	65,000						
Boat Power Poles	Anchor system for building department boat	6,000						
Replace #21 Broyhill Load & Pack	Replace #21 Broyhill Load & Pack					275,000		
Replace #29	Replace #29 2019 Kenworth T880 with 32 yd Heil Packer				325,000			
Replace #68	Replace 2019 F250 with Easy Dump			75,000				
Replace #33	Replace # 33 a 2016 Peterbilt Garbage truck.	325,000						

Project Title	Item Name	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
Replace #26	Replace #26 a 2020 Kenworth T880 with 32 Yd Heil Packer	—	—	—	—	350,000	—	—
Truck Lift Improvement - 96 gallon cans	Truck Lift Improvement - 96 gallon cans. Three trucks 2 lifts each for total of 6 units.	—	—	—	—	—	—	—
Replace #18	Replace #18 2023 Peterbuilt Claw truck	—	—	—	275,000	—	—	—
Replace #3	Replace 2019 F250 with Easy Dump	—	—	75,000	—	—	—	—
Dual Bin Cleaner Trailer Mounted	Dual Bin Trailer mounted cleaner to clean 64G & 96G containers	80,000	—	—	—	—	—	—
Replace #5	Replace a 2019 Chevy Silverado 1500 with a liftgate	—	—	—	60,000	—	—	—
Replace #24	Replace a 2019 Chevy Silverado 1500 with a liftgate	—	—	—	60,000	—	—	—

Project Title	Item Name	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
Area 5 - 131st Ave E & 129th Ave.	Mill & Resurface, Curb Repair, and Stormwater drainage improvements	— 2,005,000	— 495,000	— —	— —	— —	— —	— —
Area 4	E Madeira Ave, N Bayshore to 145th, 1st Ave E, 148th Ave, 147th Ave, 146th Ave, 145th Ave. Mill & Resurface, Curb Repair, and Stormwater drainage improvements.	— —	— —	— 200,000	— 7,000,000	— —	— —	— —
Area 6a - 155th Ave, 154th Ave, 153rd Ave, 1st St E, 2nd St E, Harbor Dr and Municipal Dr	Mill and resurface, fix curbing and upgrade stormwater inlets and outfalls as needed	— 500,000	— 4,000,000	— —	— —	— —	— —	— —

Project Title	Item Name	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
Area 9	Bay Point, Pruitt, Sunset Cove, Virginia, S Bayshore, & Marlyn Way Mill Resurface, Storm Repair/replacement and Curb	—	200,000	7,000,000	—	—	—	—
Area 7	American Legion Dr. Mill & Resurface, Curb Repair, and Stormwater drainage improvements	—	1,500,000	—	—	—	—	—
Area 3 - East Parsley, West Parsley, Marguerite Dr, A Street, B Street, and Lynn Way	Mill & Resurface, Curb Repair, and Stormwater drainage improvements	4,000,000	500,000	—	—	—	—	—
Gulf Lane and Beach Access Drainage and Roadway Improvement Project	Mill & Resurface, Curb Repair, and Stormwater drainage improvements	1,800,000	—	—	—	—	—	—
Replace #70	Replace 2021 F250 with Utility Body	—	—	—	—	—	60,000	—

Project Title	Item Name	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
Replace #111 – 2016 Chevy Silverado 2500	Replace a 2016 Chevy Silverado 2500 – With a similar truck for use during flooding	—	60,000	—	—	—	—	—
Generator replacement for 141st Stormwater Station	The current generator was installed in 2007 and is near the end of its life. Staff would like to run natural gas to cut down on maintenance and fuel costs. Duke proposed an estimate of $29,000 to run the gas line from Gulf Blvd. Generator Cost estimate at $60,0000	90,000	—	—	—	—	—	—
Replace #77	Replace 2018 Elgin Whirlwind Street Sweeper	—	—	350,000	—	—	—	—

Project Title	Item Name	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
Replace #110 – 2016 Chevy Silverado 2500	Replace a 2016 Chevy Silverado 2500 - With a similar truck for use during flooding	—	60,000	—	—	—	—	—
Transient Docks	Year 1 – Engineering & Design Year 2 – Construction	200,000	1,000,000	—	—	—	—	—
Enclose Old Boat Pamp	Connect seawalls along old boat ramp. Remove trees and install a matching vinyl fence. This area will be filled and have a proper EPA approved boat wash down facility. The old washdown facility will be converted into car parking.	—	50,000	—	—	—	—	—

Project Title	Item Name	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
Resurfacing Marina Parking Area	Recoat and resurface asphalt parking area around Marina.	—	—	—	400,000	—	—	—
Seawall Project	Replace 360' of sea wall from the fuel dock to the boat ramp. Cost of 6' high seawall is at $450.00 per foot.	200,000	—	—	—	—	—	—
Digital Information Sign	Install a high quality informational digital sign in front of the Marina adjacent to 150th avenue. The sign will be used to broadcast public information about Madeira Beach and the Marina.	60,000	—	—	—	—	—	—

Project Title	Item Name	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
ParkSmart's in/on-ground smart sensors	ParkSmart's innovative in/on-ground smart sensors monitor individual parking spaces and relay occupancy.	—	50,000	50,000	—	—		—
Parking Garage	Engineering services for parking garage and construction of the garage	3,000,000	3,000,000	—	—	—		—
A parking meter/kiosk	A parking meter/kiosk system can significantly benefit the parking department.	—		—	15,000	15,000		—

Project Title	Item Name	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
New Parking Vehicle	Having an additional vehicle for the parking department would be incredibly helpful in many ways. First and foremost, it would allow for increased efficiency and productivity.	35,000	—	—	—	—	—	—
Total:		$21,262,500	$13,725,500	$8,146,500	$8,189,500	$737,000	$1,165,000	$65,000

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

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

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

PASSED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, THIS _____ day of _____, 2025.

_____
Anne-Marie Brooks, Mayor

ATTEST:

_____
Clara VanBlargan, MMC, MSM, City Clerk

APPROVED AS TO FORM:

_____
Thomas J. Trask, City Attorney

PASSED ON FIRST READING: _____

PUBLISHED: _____

PASSED ON SECOND READING: _____

FORWARD PINELLAS
P: (727) 464.8250
F: (727) 464.8212
forwardpinellas.org
310 Court Street
Clearwater, FL 33756

January 28, 2025

Andrew Morris, AICP
Long Range Planner
City of Madeira Beach
300 Municipal Drive
Madeira Beach, FL 33708

RE: Review of ordinances from the City of Madeira Beach (Ordinances 2025-04, 2025-05, and 2025-06)

Dear Andrew,

Thank you for submitting the proposed amendments to the Countywide Rules, which include revisions to the Planned Development Zoning District, Floodplain Management, and the Capital Improvements Program. After reviewing the ordinances, we find them consistent with the Countywide Rules, with the following comments:

- **Planned Development Zoning District Revisions**: This ordinance aligns with the Countywide Rules by supporting appropriate land-use standards and development practices.
- **Floodplain Management - Use of Recreational Vehicles as Temporary Shelters**: The proposed amendments are consistent with the Countywide Rules, ensuring compliance with safety regulations for floodplain management.
- **Capital Improvements Program Update for Fiscal Years 2025-2030**: This update is consistent with the Countywide Rules, aligning with regional infrastructure planning and funding objectives.

We recognize that the consistency process is an ongoing one, and if either the County or Forward Pinellas staff has failed to note a matter governed by the consistency process in the course of this review, we will be happy to work with you to resolve any such matter as may be necessary.

If you have any questions, please feel free to call me at 727-464-5679 or email me at ewennick@forwardpinellas.org.

Sincerely,

Emma Wennick

Emma Wennick
Program Planner

Business Impact Estimate

Proposed ordinance's title/reference: ORDINANCE 2025-06: AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING THE CAPITAL IMPROVEMENTS ELEMENT OF THE COMPREHENSIVE PLAN OF THE CITY OF MADEIRA BEACH TO UPDATE THE CAPITAL IMPROVEMENT PROGRAM (CIP) SCHEDULE OF CAPITAL IMPROVEMENTS FOR FISCAL YEARS 2025 THROUGH 2030; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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[1] for the proposed ordinance, but the City of Madeira Beach is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

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

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

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

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

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

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

The fiscal impact of the Capital Improvement Program (CIP) for the City of Madeira Beach is $20,075,500 for FY 2025, $15,125,000 for FY 2026, $7,820,000 for FY 2027, $744,000 for FY 2028, $1,160,000 for FY 2029, $0 for FY 2030. It is not foreseen there would be direct economic impacts on private businesses by the proposed ordinance.

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

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

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

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

NOTICE OF PUBLIC HEARINGS CITY OF MADEIRA

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

NOTICE IS HEREBY GIVEN, that the Board of Commissioners of the City of Madeira Beach will conduct a **Second Reading and Public Hearing for the adoption of proposed Ordinance 2025-04, Ordinance 2025-05, Ordinance 2025-06, Ordinance 2025-07, and Ordinance 2025-08 on Wednesday, March 12, 2025, at 6:00 p.m.** The meeting will be held in the Patricia Shontz Commission Chambers located at 300 Municipal Drive, Madeira Beach, FL 33708. The titles of said Ordinances are as follows:

ORDINANCE 2025-04
AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING CHAPTER 110 ZONING, ARTICLE V. DISTRICTS, DIVISION 10, PD., PLANNED DEVELOPMENT, OF THE CITY'S LAND DEVELOPMENT CODE PROVIDING FURTHER INFORMATION ON INTENT AND PURPOSE; INCLUDING DIMENSIONAL REGULATIONS; SPECIFYING REQUIREMENTS FOR THE APPLICATION FOR PD ZONING; CLARIFYING THE REVIEW CRITERIA FROM THE LOCAL PLANNING AGENCY; CLARIFYING THE REVIEW CRITERIA FROM THE BOARD OF COMMISSIONERS; INCLUDING STANDARD OPERATING ADJUSTMENTS IN THE CHANGES OF DEVELOPMENT PLAN; AND INCLUDING OPTIONS FOR TIME EXTENSIONS; PROVIDING FOR CONFLICT, CODIFICATION AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2025-05
AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING CHAPTER 94 FLOODPLAIN MANAGEMENT, DIVISION 10. FLOOD RESISTANT DEVELOPMENT, ARTICLE I. BUILDINGS AND STRUCTURES, SECTION 94-103. MANUFACTURED HOMES AND RECREATIONAL VEHICLES, OF THE CITY'S LAND DEVELOPMENT CODE PROVIDING FOR THE USE OF RECREATIONAL VEHICLES AS TEMPORARY SHELTERS ON RESIDENTIAL PROPERTIES FOLLOWING A NATURAL EMERGENCY; PROVIDING FOR CONFLICT, CODIFICATION AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2025-06
AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING THE CAPITAL IMPROVEMENTS ELEMENT OF THE COMPREHENSIVE PLAN OF THE CITY OF MADEIRA BEACH TO UPDATE THE CAPITAL IMPROVEMENT PROGRAM (CIP) SCHEDULE OF CAPITAL IMPROVEMENTS FOR FISCAL YEARS 2025 THROUGH 2030; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2025-07
AN ORDINANCE OF THE CITY OF MADEIRA BEACH FLORIDA, CREATING SECTION 110-841 OF SUBDIVISION I (IN GENERAL) OF DIVISION 13 (ADULT ENTERTAINMENT USES) OF ARTICLE VI (SUPPLEMENTARY DISTRICT REGULATIONS) OF CHAPTER 110 (ZONING) OF THE CODE OF ORDINANCES TO PROHIBIT PERSONS UNDER THE AGE OF 18 YEARS TO ENTER, REMAIN IN OR PURCHASE GOODS OR SERVICES AT AN ADULT ENTERTAINMENT ESTABLISHMENT; TO PROHIBIT PERSONS UNDER THE OF 21 YEARS TO BE AN EMPLOYEE OF AN ADULT ENTERTAINMENT ESTABLISHMENT; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2025-08
AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, ADOPTING A REVISED APPENDIX A. – FEES AND COLLECTION PROCEDURES MANUAL OF THE CODE OF ORDINANCES OF CITY OF MADEIRA BEACH, FLORIDA, TO ADD A DECLARED DISASTER SANITATION FEE; REPEALING ORDINANCE 2024-22; PROVIDING FOR CONFLICT, CODIFICATION AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Interested parties may appear at the meeting and be heard with respect to the proposed Ordinances. A copy of the proposed Ordinances is available for inspection in the City Clerk's Office between the hours of 8:30 a.m. and 4:00 p.m., Monday through Friday.

If you would like more information regarding the proposed Ordinances 2025-04, 2025-05, 2025-06, and 2025-07, please contact Community Development Director Jenny Rowan at 727-804-0178 or email jrowan@madeirabeachfl.gov. If you would like more information regarding the proposed Ordinance 2025-08, please contact City Manager Robin Gomez at 727-580-8014 or email rgomez@madeirabeachfl.gov.

The meeting will be aired on Public Access TV Spectrum Channel 640 and on the City's website: https://madeirabeach-fl.municodemeetings.com/

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

In accordance with Section 286.26, Florida Statute, persons with disabilities needing special accommodations to participate in this meeting should contact the City Clerk's office no later than 48 hours prior to the meeting: (727) 391-995[illegible] 231 or 232 or email a written request to cv[illegible]an@madeirabeachfl.gov.

Memorandum

Meeting Details:	March 12, 2025 – Board of Commissioners Regular Meeting
Prepared For:	Planning Commission
Staff Contact:	Community Development Department
Subject:	Ordinance 2025-07 Adult Use Restriction, 2nd Reading and Public Hearing

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Background

Florida Legislature recently created Florida Statute 787.30 which sets a minimum age for employment at adult use establishments at 21 years of age effective January 1, 2025.

Discussion

In order to comply with State Law and in an effort to reduce human trafficking locally, the City Attorney has reviewed the current provisions of Division 13 (Adult Entertainment Uses) of the Code of Ordinances for the City of Madeira Beach and recommends creating a new Section to include a provision for the minimum age for those working in adult entertainment establishments and further to prohibit persons under 18 years of age from entering, remaining at or purchasing goods or services from such establishments.

Planning Commission recommended approval of Ordinance 2025-07 on February 3, 2025.

Fiscal Impact

N/A

Recommendation(s)

Staff recommends the approval of Ordinance 2025-07 Adult Use Restriction.

Attachments/Corresponding Documents

- Ordinance 2025-07 Adult Use Restriction
- MB CD 25-01 Consistency Letter
- Ordinance 2025-07 Business Impact Statement

ORDINANCE 2025-07

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, CREATING SECTION 110-841 OF SUBDIVISION I (IN GENERAL) OF DIVISION 13 (ADULT ENTERTAINMENT USES) OF ARTICLE VI (SUPPLEMENTARY DISTRICT REGULATIONS) OF CHAPTER 110 (ZONING) OF THE CODE OF ORDINANCES TO PROHIBIT PERSONS UNDER THE AGE OF 18 YEARS TO ENTER, REMAIN IN OR PURCHASE GOODS OR SERVICES AT AN ADULT ENTERTAINMENT ESTABLISHMENT; TO PROHIBIT PERSONS UNDER THE AGE OF 21 YEARS TO BE AN EMPLOYEE OF AN ADULT ENTERTAINMENT ESTABLISHMENT; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Madeira Beach previously adopted adult use provisions in its Code of Ordinances to establish reasonable and uniform regulations that will protect the health, safety and general welfare of the people of the City of Madeira Beach; and

WHEREAS, several courts have found that there is a demonstrated link between regulations which raise the minimum age for workers in adult use establishments and curbing the secondary effects of human trafficking; and

WHEREAS, the Florida Legislature recently created Florida Statute 787.30 which sets a minimum age for employment at adult use establishments at 21 years of age effective January 1, 2025; and

WHEREAS, in order to comply with State Law and in an effort to reduce human trafficking locally, the City Attorney has reviewed the current provisions of Division 13 (Adult Entertainment Uses) of the Code of Ordinances for the City of Madeira Beach and recommends creating a new Section to include a provision for the minimum age for those working in adult entertainment establishments and further to prohibit persons under 18 years of age from entering, remaining at or purchasing goods or services from such establishments; and

WHEREAS, the recommended amendment to the Land Development Code was presented to and reviewed by the Planning Commission at a public hearing; and

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

WHEREAS, the recommendations of the Planning Commission and 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, AS FOLLOWS:

Section 1. That Section 110-841 (Minors Prohibited) of Subdivision I (In General) of Division 13 (Adult Entertainment Uses) of Article VI (Supplementary District Regulations) of Chapter 110 (Zoning) of the Code of Ordinances of the City of Madeira Beach is hereby created and shall read as follows:

Sec. 110-841 – Minors Prohibited.

It shall be a violation of this division for an operator of an adult entertainment establishment, regardless of whether it is licensed under this division, to knowingly, or with reason to know, permit, suffer or allow:

(1) Admittance to the adult entertainment establishment of a person under 18 years of age;

(2) A person under 18 years of age to remain at the adult entertainment establishment;

(3) A person under 18 years of age to purchase goods or services at the adult entertainment establishment; or

(4) A person to work at the adult entertainment establishment as an employee who is under 21 years of age.

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

Section 3. 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 4. Ordinances or parts of ordinances in conflict herewith to the extent that such conflict exists are hereby repealed.

Section 5. 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 6. 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 therein and shall not codify the exordial clauses nor any other sections not designated for codification.

Section 7. 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 _____, 2025.

_____
Anne-Marie Brooks, Mayor

ATTEST:

_____
Clara VanBlargan, MMC, MSM, City Clerk

APPROVED AS TO FORM:

_____
Thomas J. Trask, City Attorney

PASSED ON FIRST READING: _____

PUBLISHED: _____

PASSED ON SECOND READING: _____

Business Impact Estimate

Proposed ordinance's title/reference:

ORDINANCE 2025-07

AN ORDINANCE OF THE CITY OF MADEIRA BEACH FLORIDA, CREATING SECTION 110-841 OF SUBDIVISION I (IN GENERAL) OF DIVISION 13 (ADULT ENTERTAINMENT USES) OF ARTICLE VI (SUPPLEMENTARY DISTRICT REGULATIONS) OF CHAPTER 110 (ZONING) OF THE CODE OF ORDINANCES TO PROHIBIT PERSONS UNDER THE AGE OF 18 YEARS OF AGE TO ENTER, REMAIN IN OR PURCHASE GOODS OR SERVICES AT AN ADULT ENTERTAINMENT ESTABLISHMENT; TO PROHIBIT PERSONS UNDER THE OF 21 YEARS OF AGE TO BE AN EMPLOYEE OF AN ADULT ENTERTAINMENT ESTABLISHMENT; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; 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[1] for the proposed ordinance, but the City of Madeira Beach is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ■ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
  a. Development orders and development permits as those terms are defined in Section 163.3164, Florida Statutes, and development agreements as authorized by the Florida Local Government Development Agreement Act under Sections 163.3220-163.3243, Florida Statutes;

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

b. Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party;
c. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
d. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
e. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

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

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

Florida Legislature recently created Florida Statute 787.30 which sets a minimum age for employment at adult use establishments at 21 years of age effective January 1, 2025. A new section in the Code of Ordinances will be created to required the minimum age for those working in adult entertainment establishments and further to prohibit persons under 18 years of age from entering, remaining at or purchasing goods or services from such establishments.

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 foreseen direct economic impact.

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

None at the moment, if an adult use establishment opened in Madeira Beach it would have to adhere to this regulation.

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

In order to comply with State Law and in an effort to reduce human trafficking locally, the City Attorney has reviewed the current provisions of Division 13 (Adult Entertainment Us-es) of the Code of Ordinances for the City of Madeira Beach and recommends creating a new Section.

FORWARD PINELLAS
P: (727) 464.8250
F: (727) 464.8212
forwardpinellas.org
310 Court Street
Clearwater, FL 33756

January 28, 2025

Andrew Morris, AICP
Long Range Planner
City of Madeira Beach
300 Municipal Drive
Madeira Beach, FL 33708

RE: Review of ordinances from the City of Madeira Beach (Ordinances 2025-04, 2025-05, and 2025-06)

Dear Andrew,

Thank you for submitting the proposed amendments to the Countywide Rules, which include revisions to the Planned Development Zoning District, Floodplain Management, and the Capital Improvements Program. After reviewing the ordinances, we find them consistent with the Countywide Rules, with the following comments:

- **Planned Development Zoning District Revisions**: This ordinance aligns with the Countywide Rules by supporting appropriate land-use standards and development practices.
- **Floodplain Management - Use of Recreational Vehicles as Temporary Shelters**: The proposed amendments are consistent with the Countywide Rules, ensuring compliance with safety regulations for floodplain management.
- **Capital Improvements Program Update for Fiscal Years 2025-2030**: This update is consistent with the Countywide Rules, aligning with regional infrastructure planning and funding objectives.

We recognize that the consistency process is an ongoing one, and if either the County or Forward Pinellas staff has failed to note a matter governed by the consistency process in the course of this review, we will be happy to work with you to resolve any such matter as may be necessary.

If you have any questions, please feel free to call me at 727-464-5679 or email me at ewennick@forwardpinellas.org.

Sincerely,

Emma Wennick

Emma Wennick
Program Planner

NOTICE OF PUBLIC HEARINGS CITY OF MADEIRA

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

NOTICE IS HEREBY GIVEN, that the Board of Commissioners of the City of Madeira Beach will conduct a **Second Reading and Public Hearing for the adoption of proposed Ordinance 2025-04, Ordinance 2025-05, Ordinance 2025-06, Ordinance 2025-07, and Ordinance 2025-08 on Wednesday, March 12, 2025, at 6:00 p.m.** The meeting will be held in the Patricia Shontz Commission Chambers located at 300 Municipal Drive, Madeira Beach, FL 33708. The titles of said Ordinances are as follows:

ORDINANCE 2025-04
AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING CHAPTER 110 ZONING, ARTICLE V. DISTRICTS, DIVISION 10, PD., PLANNED DEVELOPMENT, OF THE CITY'S LAND DEVELOPMENT CODE PROVIDING FURTHER INFORMATION ON INTENT AND PURPOSE; INCLUDING DIMENSIONAL REGULATIONS; SPECIFYING REQUIREMENTS FOR THE APPLICATION FOR PD ZONING; CLARIFYING THE REVIEW CRITERIA FROM THE LOCAL PLANNING AGENCY; CLARIFYING THE REVIEW CRITERIA FROM THE BOARD OF COMMISSIONERS; INCLUDING STANDARD OPERATING ADJUSTMENTS IN THE CHANGES OF DEVELOPMENT PLAN; AND INCLUDING OPTIONS FOR TIME EXTENSIONS; PROVIDING FOR CONFLICT, CODIFICATION AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2025-05
AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING CHAPTER 94 FLOODPLAIN MANAGEMENT, DIVISION 10. FLOOD RESISTANT DEVELOPMENT, ARTICLE I. BUILDINGS AND STRUCTURES, SECTION 94-103. MANUFACTURED HOMES AND RECREATIONAL VEHICLES, OF THE CITY'S LAND DEVELOPMENT CODE PROVIDING FOR THE USE OF RECREATIONAL VEHICLES AS TEMPORARY SHELTERS ON RESIDENTIAL PROPERTIES FOLLOWING A NATURAL EMERGENCY; PROVIDING FOR CONFLICT, CODIFICATION AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2025-06
AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING THE CAPITAL IMPROVEMENTS ELEMENT OF THE COMPREHENSIVE PLAN OF THE CITY OF MADEIRA BEACH TO UPDATE THE CAPITAL IMPROVEMENT PROGRAM (CIP) SCHEDULE OF CAPITAL IMPROVEMENTS FOR FISCAL YEARS 2025 THROUGH 2030; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2025-07
AN ORDINANCE OF THE CITY OF MADEIRA BEACH FLORIDA, CREATING SECTION 110-841 OF SUBDIVISION I (IN GENERAL) OF DIVISION 13 (ADULT ENTERTAINMENT USES) OF ARTICLE VI (SUPPLEMENTARY DISTRICT REGULATIONS) OF CHAPTER 110 (ZONING) OF THE CODE OF ORDINANCES TO PROHIBIT PERSONS UNDER THE AGE OF 18 YEARS TO ENTER, REMAIN IN OR PURCHASE GOODS OR SERVICES AT AN ADULT ENTERTAINMENT ESTABLISHMENT; TO PROHIBIT PERSONS UNDER THE OF 21 YEARS TO BE AN EMPLOYEE OF AN ADULT ENTERTAINMENT ESTABLISHMENT; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2025-08
AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, ADOPTING A REVISED APPENDIX A. – FEES AND COLLECTION PROCEDURES MANUAL OF THE CODE OF ORDINANCES OF CITY OF MADEIRA BEACH, FLORIDA, TO ADD A DECLARED DISASTER SANITATION FEE; REPEALING ORDINANCE 2024-22; PROVIDING FOR CONFLICT, CODIFICATION AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Interested parties may appear at the meeting and be heard with respect to the proposed Ordinances. A copy of the proposed Ordinances is available for inspection in the City Clerk's Office between the hours of 8:30 a.m. and 4:00 p.m., Monday through Friday.

If you would like more information regarding the proposed Ordinances 2025-04, 2025-05, 2025-06, and 2025-07, please contact Community Development Director Jenny Rowan at 727-804-0178 or email jrowan@madeirabeachfl.gov. If you would like more information regarding the proposed Ordinance 2025-08, please contact City Manager Robin Gomez at 727-580-8014 or email rgomez@madeirabeachfl.gov.

The meeting will be aired on Public Access TV Spectrum Channel 640 and on the City's website: https://madeirabeach-fl.municodemeetings.com/

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

In accordance with Section 286.26, Florida Statute, persons with disabilities needing special accommodations to participate in this meeting should contact the City Clerk's office no later than 48 hours prior to the meeting: (727) 391-995[illegible] 231 or 232 or email a written request to cv[illegible]an@madeirabeachfl.gov.

Memorandum

Meeting Details: March 12, 2025

Prepared For: Mayor & Board of Commissioners

From: Megan Wepfer, Public Works Director

Subject: Ord. 2025-08 2nd reading Fees and Collection Manual

Background

Due to Hurricane Helene many residents have been displaced from their homes and have requested a reduction of sanitation fees. Staff is bringing forth the first reading of Ordinance 2025-08 for the current monthly fee per unit of $38.74 to be reduced to a Declared Disaster Fee of $10.00 per month per unit. For a resident, occupant or owner of a premises in the city to qualify for the declared disaster sanitation fee the following requirements must be met:

1. The premises must have a structure on it that is rendered unoccupied and uninhabitable due damage sustained from Hurricanes Helene or Milton
2. There must be an active city permit for demolition or remodel/repair of the structure
3. The resident, occupant or owner must complete an on-line application and receive approval of that application by the City in writing;
4. The resident, occupant or owner must not be residing on the premises. This requirement, for example, prohibits the resident, occupant or owner from residing in the structure, tent, camper, recreational vehicle or other living quarters whether temporary or permanent;
5. The resident, occupant or owner may not place any trash, trash container, debris, equipment, or other materials at curbside for city sanitation collection or removal.

Upon approval of the declared disaster sanitation fee application the City will remove city issued trash and recycling containers.

On February 12, 2025 the Board of Commissioners directed staff to complete a fund analysis of the Sanitation department and the finance department has completed and attached.

Fiscal Impact

The fiscal impact is unknown at this time.

Recommendation(s)

Staff Recommends approval of the first reading of Ordinance 2025-08.

Attachments

- Ordinance 2025-08 Fee's & Collection Manual
- Financial Analysis

ORDINANCE 2025-08

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, ADOPTING A REVISED APPENDIX A. – FEES AND COLLECTION PROCEDURES MANUAL OF THE CODE OF ORDINANCES OF CITY OF MADEIRA BEACH, FLORIDA, TO ADD A DECLARED DISASTER SANITATION FEE; REPEALING ORDINANCE 2024-22; PROVIDING FOR CONFLICT, CODIFICATION AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Madeira Beach adopted Ordinance 2024-22 providing for the amendment of Fees and Collection Procedures Manual; and

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

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

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

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

WHEREAS, City Staff has reviewed the current provisions of the Fees and Collection Procedures Manual for the City of Madeira Beach and wishes to revise same to provide each single family or multi-family dwelling unit, upon qualification by meeting certain criteria, relief from the normal trash, recycling and garbage fees; and

WHEREAS, City staff wishes to repeal Ordinance 2024-22; and

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

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

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

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

Section 2. Ordinance 2024-22 is hereby repealed.

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

PASSED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, THIS _____ day of _____, 2025.

_____
Anne-Marie Brooks, Mayor

ATTEST:

_____
Clara VanBlargan, MMC, MSM, City Clerk

APPROVED AS TO FORM:

_____
Thomas J. Trask, City Attorney

PASSED ON FIRST READING: _____

PUBLISHED: _____

PASSED ON SECOND READING: _____

Exhibit A
Ordinance 2025-08

FEES & COLLECTION PROCEDURE MANUAL

(Updated Through Ordinance 2025-08)

Office of the City Clerk
Adopted: _____

FEES & COLLECTION PROCEDURE MANUAL

(UPDATED THROUGH ORDINANCE 2025-08)

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

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

SECTION A. What is a public record?

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

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

The Florida Supreme Court has interpreted this definition to encompass all materials made or received by an agency in connection with official business which are used to perpetuate, communicate, or formalize knowledge. *Shevin v. Byron, Harless, Schaffer, Reid and Associates, Inc., 379 So. 2d 633, 640 (Fla. 1980).*
All such materials, regardless of whether they are in final form are open for public inspection unless the Legislature has exempted them from disclosure.
Wait v. Florida Power & Light Company, 372 So. 2d 420 (Fla. 1979)

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

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

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

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

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

requested records. The reason for the request is not required to be disclosed." Fla. R. Jud. Admin 2.420(m)(l). The custodian "is required to provide access to or copies of records but is not required either to provide information from records or to create new records in response to a request." *Commentary, In re Report of the Supreme Court Workgroup on Public Records*, 825 So. 2d 889, 898 (Fla. 2002). The custodian having custody of the records shall determine whether the requested records are subject to the rule, whether there are any exemptions, and the form in which the record is provided. Fla. R. Jud. Adm in. 2.420(m)(2). If the request is denied, the custodian shall state in writing the basis for the denial. *Id.*

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE II. DEVELOPMENT SERVICES

A. General Development Services Fee Structure:

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

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

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

(1) Zoning variances for residential dwelling units (per variance,-up to three units).....$1,800.00

(2) Zoning variances for multifamily, tourist dwellings, or commercial.....$2,000.00

(3) Special exception use $1,800.00

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

(5) After-the-fact variance (double fee) $3,600.00
(Ordinance 2016-06)

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

C. Alcoholic Beverage Permit Application Fee $800.00
(Res. 2012-14, 09/05/2012)

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

(1) Review of construction drawings $500.00

(2) Replat $500.00

(3) Final $500.00

(4) Amendment to a plat $500.00

(5) Minor subdivision $350.00

(6) Lot line adjustments $200.00

(7) Unity of title $100.00

(8) Rescission of unity of title $250.00

E. Vacation. (Not including costs associated with referendum)
(Res. 2016-24, 07/12/2016, Res. 07.14, 06/26/2007; Res. 04.02, 01/27/2004)

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

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

F. Site Plan and Redevelopment Process
Level of site plan review to be determined in accordance with city land development ordinance and interpreted by development review staff.
(Res. 2016-24, 07/12/2016; Res. 07.14, 06/26/2007; Res. 04.02, 01/27/2004)

(1) Minor Site Plan Review $300.00

(2) Intermediate Site Plan Review

a. First Review Site Plan Submittal $1,000.00

(3) Major Site Plan Review

a. First Review Site Plan Submittal $2,000.00

(4) Administrative Waiver $500.00

(5) Encroachment Extension.....$1,000.00

G. Zoning/Land Development Regulation Interpretations and Meetings – Base Fee.....$100.00

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

H. Zoning Verification Letter $100.00

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

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

I. Land Development Regulations Amendment $1,500.00
(Res. 2016-24, 07/12/2016)

J. Land Use Amendment $3,000.00
(Res. 2016-24, 07/12/2016; Res. 07.14, 06/26/2007; Res. 04.02, 01/27/2004)

K. Rezoning $2,000.00
(Res. 07-14, 06/26/2007)

L. Planned Development (PD) and Planned Development Amendments. (Res. 07.14, 06/26/2007)

(1) Development Meetings-Charged as Plan Review Meetings at the combined hourly rate of all staff assigned by the Planning Director.

(2) Plan Review

a. Preliminary Plan and Standards Review $1,500.00
b. First Plan and Standards Plan Review..... $2,500.00
c. Each Subsequent Submittal $500.00
Plus hourly rate of assigned staff

(3) Minor modifications not requiring full site plan, neighborhood/community meetings or zoning map amendment or amendment of the planned development agreement $1,000.00

(4) Major modifications.....To be charged by the full rate for a new Planned Development.

(5) Development Agreements..... Application fee of $500.00 and charges will include all staff

and consulting time at hourly rates plus benefits and will be paid prior to execution of the Development Agreement Ordinance.

M. Special Agreements (for Development Agreements, see Section L)
(Res. 10.12, 07/20/2010; 07.14, 06/26/2007)

(1) For Board of Commissioner's Approval.....$500.00

**Plus, City Attorney's legal and recording fees; i.e. encroachment(s); use of City parking area, etc.*

(2) For Administrative Review and 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: One Percent (1%) of the Total Project Value, which includes both materials and labor and other related fees). Zero Percent (0%) of the Total Project Value for all Hurricane Helene and Hurricane Milton permit fees for work involving the interior and/or the exterior demolition, repairs, and/or new construction which includes both materials and labor and other related fees resulting from damage by both listed Hurricanes until September 26, 2025.

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

(5) Pre-Permit Plan Review Fee: All plan review fees for large "commercial and residential" building permits including one-and-two family dwellings, townhouses, multifamily units and all commercial projects shall be:
   a. One-and-two family dwellings & townhouses $250.00
   b. Multifamily units & commercial projects $500.00
   c. FEMA - SI/SD projects $250.00
   d. Minimum fee.....$100.00

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

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

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

(8) "After the Fact" permit fee:
a. Shall be **(5)** times the face value of the permit valuation fees.
b. Any subsequent "After-the-fact" permit issued to the same Contractor, Property Owner and/or Homeowner within the following (12) months shall be **(10)** times the normal fees.

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

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

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

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

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

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

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

*This fee shall be waived for all Hurricane Helene and Hurricane Milton permit fees for work involving the interior and/or the exterior demolition, repairs, and/or new construction which includes both materials and labor and other related fees resulting from damage by both listed Hurricanes until September 26, 2025.

U. Impact Fee Schedule

Impact fees were adopted beginning on April 1, 2022, and impact fees are updated annually beginning October 1st each year through fiscal year 2028 in accordance with the schedule below, based on the following amount per sq ft of building area*:

Category or Class	Calculated fee rate multiply by building area						
	FY 2022	FY 2023	FY 2024	FY 2025	FY2026	FY 2027	FY 2028
Culture & Recreation	$3.57	$4.76	$5.94	$7.13	$8.23	$9.52	$11.89
Mobility	$0.45	$0.60	$0.75	$0.90	$1.05	$1.20	$1.50
Public Safety	$0.18	$0.24	$0.30	$0.36	$0.42	$0.48	$0.60
Total	**$4.20**	**$5.60**	**$6.99**	**$8.39**	**$9.70**	**$11.20**	**$13.99**

**Building area refers to the enclosed area of buildings measured in square feet within the city according to the Pinellas County Property Appraiser as provided in the field TOTLVGAREA in the Pinellas County Property Appraiser's Geographic Information System.*

ARTICLE III. FINANCE DEPARTMENT

A. *Credit Card Transaction Convenience Fee* ..... An amount suitable to recover card processing fees charged to the City.

B. *Indebtedness Search*..... $50.00

C. *Returned/unfunded/worthless checks*..... *Pursuant to F.S. §68.065(2)*

D. *Recording of Documents:*

(1) First Page..... $10.00
(2) Each Additional Page..... $8.50

E. *Parking fines and penalties.* Parking fines and penalties shall be as follows:
(Res. 06.29, 11/28/2006; Res. 04.09, 08/10/2004; Code 1983, §5-19; City Ord 2022-23)

(1) Overtime Parking..... $60.00

(2) Double Parking..... $80.00

(3) Parking in a "NO PARKING" Zone..... $90.00

(4) Other Improper Parking..... $90.00

(5) Delinquency Fee (After 15 Days)..... $30.00

(6) Disabled Parking Permit..... *Sec. 66-52(c), Code of Ordinances*

Note: A Parking enforcement officer can ticket every hour for repeat violations.

F. *Special event parking permit (daily permit)*..... $35.00
Special event parking permits and road closure fees established for specified events are listed below with additional events authorized by the City Manager.
(Res. 2014-20, 05/13/2014)

Johns Pass Seafood Festival
Memorial Day
by the BOCC by resolution.
The Fourth of July
Additional event days as authorized

G. *Business Parking Permit (up to 4 permits/month/Business) per month*..... $40.00
Permit for any business with current Local Business Tax Receipt (BTR).

H. *Parking meters city-wide*..... *$4.00/hr*

I. *Overnight Parking*..... *$72.00/day*
up to 7 days. Selective Surface Parking lots from 130th to Kitty Stuart Park.

J. Festival Parking. The City Manager maintains the right to designate festival parking rates for designated special events at his/her discretion. Each special event is subject to review.

K. No operator of a vehicle shall park a vehicle on dirt, grass or landscaped city rights-of-way, medians, swales, or similar areas. The city manager, or designee, may waive this prohibition on a temporary basis where it is determined that such waiver is necessary.

L. Parking Fee Amendment Resolution. In order to adjust parking fees as may be needed due to environmental, economic, or other conditions that may occur during the fiscal year, parking fees can be waived, decreased, or increased at any time during the fiscal year by Resolution of the Board of City Commissioners.

**Note/Clarification: Due to the parking meter fee increasing from $4.00 per hour, the minimum charge for credit cards for half the time or thirty minutes is now $2.00.*

(Res. 04.09, 08/10/2004; Res. 04.02, 01/27/2004)

ARTICLE IV. FIRE DEPARTMENT

A. Fire & Life Safety Inspection

(1) Places of Assembly (Posted Occupant Load):
- a. Up to 49 People $50.00
- b. 50 – 149 People $100.00
- c. 150 People or More $150.00

(2) Residential structures, hotel/motel, timeshare, rentals/resort rentals (5 units or greater)
- a. 5 – 10 Units $100.00
- b. 11 – 20 Units $150.00
- c. 21 – 49 Units $200.00
- d. 50 or More Units $350.00

(3) Automotive and/or Marine Service or Storage Facilities $200.00

(4) Automotive and/or Marine Fueling Facilities $200.00

(5) Standalone Single Business:
- a. Up to 2,499 sq. ft $50.00
- b. 2,000 or more sq. ft $100.00

(6) Multiple Commercial/Businesses:
- a. Unoccupied, per suite $25.00
- b. Occupied, per suite $50.00

(7) Storage Facilities
- a. Up to 4,999 sq. ft $100.00
- b. 5,000 or more sq. ft $200.00

(8) Subsequent Fee for Each Return Inspection for Compliance $30.00

(9) Fire Department Red Tag/Stop Work Order $50.00

B. Fire Plan Review and Correlated Inspection(s)

(1) For Site Plans and Building Plans $0.05/sqft

(2) Other fire plans review (fire alarm, fire suppression, etc.) $250.00

(3) Failed inspections(s) (per each inspection).....$50.00

C. CPR Classes.

(1) Resident $25.00

(2) Non-resident.....$50.00

D. Fire Engine Rental for Fire System Testing and/or Certification.

(1) First 4 Hours.....$1,000.00

(2) Each Additional Hour $250.00

(Res. 08.10, 09/23/2008)

E. Special Event Fee

(1) Fire Rescue Special Event (per Hour) $125.00

(2) Equipment Service Fee; Fuel, Oil, Maintenance, etc. (per unit per day).....$50.00

(3) Special Event Inspection; Cooking Tents, Food Trucks, etc. (per event).....$100.00

F. Short Term Vacation Rental Inspection - Annual (Air BNB, VRBO, etc.)..... $100.00

ARTICLE V. PARKS & RECREATION

(Res. 2016-24, 07/12/2016; Res. 2016-03, 02/09/2016; Res. 2015-21, 08/11/2015; Res. 2015-09,03/10/2015; Res. 2014-53, 12/10/2014; Res. 10.05, 03/23/2010; Res. 09.09, 09/21/2009; Res. 07.14,06/26/2007; Res. 05.20, 09/14/2005; Res. 06.23, 09/13/2005; Code 1983 §19-508)

A. Recreation.

(1) Adult Sports Registration:

a. Rate determined by sport, competitive analysis, and cost recovery.

i. Resident/Non-Resident Pricing model will be utilized.

(2) Youth Sports

a. Rate determined by sport, competitive analysis, and cost recovery.

i. Resident/Non-Resident Pricing model will be utilized.

(3) After-School Program (will take effect August 1, 2020):

a. Resident *(daily)* $9.00

b. Non-Resident *(daily)* $12.00
c. City Employee *(daily)* $9.00

(4) Summer Camp Program:
   a. Resident Rate by Session:
      i. Session 1 ..... $500.00
      ii. Session 2 ..... $500.00
      iii. Full Summer Session $1,000.00
      iv. Individual Weekly Rate $150.00
   b. Non-Resident Rate by Session:
      i. Session 1 ..... $625.00
      ii. Session 2 ..... $625.00
      iii. Full summer session $1,250.00
      iv. Individual weekly rate $200.00
   c. City Employee ..... Free

(5) Fitness Classes
   a. Contracted Recreation Instructors will agree to a 75% and 25% contract split with the City for their services.
   b. Recreation Director may negotiate class rate based upon needs/uses of recreation facilities as well as class supply requirements.

B. Recreation Center and City Hall Rentals.
(Res. 2016-24, 07/12/2016; Res. 2015-21, 08/11/2-15; Res. 2014-53, 12/20/2014)

(1) Monday – Thursday rental period. Rental hours must include set-up and breakdown for all vendors and guests. Rental includes use of contracted space, set-up/breakdown of tables and chairs, banquet kitchen (if applicable), and cleaning fee. The 6.5% sales tax is included in hourly rates. Deposits may be refunded within thirty (30) days of an event.

   a. Recreation Center Rooms (security deposits are refundable)
      i. Full Recreation Center (all rooms) (*security deposit $400.00)* ..... $300.00/hr.
      ii. Boca View Hall (*security deposit $200.00*.00) ..... $100.00/hr.
      iii. Ocean Walk Room (*security deposit $200.00)* ..... $50.00/hr.
      iv. Starboard Room (*security deposit $200.00)* ..... $50.00/hr.
      v. Outside Deck (*security deposit $400.00)* ..... $100.00/hr.
      vi. Boca View Hall & Outside Deck (*security deposit* $400.00) ..... $150.00/hr.
      vii. Setup/breakdown Fee- *Up to 2 hours before and 2 hours after* ..... $50.00/hr.

   b. City Hall Rooms (security deposits are refundable)
      i. City Centre Room (*security deposit $400.00)* ..... $200.00/hr. *(includes use of outside deck & restrooms)*
      ii. Commission Chambers* (*security deposit $200.00)* ..... $200.00/hr.

   ***ONLY** as a backup space for outside reservations negatively impacted by weather.*

   c. Resident Discount- applied to hourly rental rates ..... 20% discount.

(2) Friday – Sunday rental period. Rental includes use of contracted space, set-up/breakdown of tables and chairs, banquet kitchen (if applicable), and cleaning fee. The 6.5% sales tax is not included in hourly rates. Security deposit may be refunded within thirty (30) days following an event.

a. Recreation Center Rooms (security deposits are refundable)
   i. Full Recreation Center *(all rooms) (security deposit $400.00)* ..... $350.00/hr.
   ii. Boca View Hall *(security deposit $200.00)* ..... $150.00/hr.
   iii. Ocean Walk Room *(security deposit $200.00)* ..... $75.00/hr.
   iv. Starboard Room *(security deposit $200.00)*..... $75.00/hr.
   v. Outside Deck *(security deposit $200.00)*..... $125.00/hr.
   vi. Boca View Hall & Outside Deck-*(security deposit $400.00)* ..... $250.00/hr.
   vii. Setup/breakdown Fee – Up to 2 hours before and 2 hours after..... $50.00/hr.

b. City Hall Rooms (security deposits are refundable):
   i. City Centre Room *(security deposit $400.00)* ..... $250.00/hr. *(includes use of outside deck & restrooms)*
   ii. Commission Chambers* (*security deposit $200.00)* ..... *$*250.00/hr.

***ONLY** as a backup space for outside reservations negatively impacted by weather.*

c. Resident discount on hourly rates.

(3) Set-up and Cleaning Fees *(per location):*
a. Less than 50 attendees..... $100.00
b. 50+ attendees $200.00

C. Park & Pavilion Rentals
(Res. 2016-24, 07/12/2016; Res. 2015-09,03/10/2015)

(1) Archibald Park
a. Pavilion rental for four (4) hours (each additional hour is $25.00/hour):
   i. Resident..... $100.00
   ii. Non-Resident..... $200.00
b. Sand Volleyball Court Rental for four (4) hours (each additional hour is $25.00/hour):
   i. Resident..... $25.00
   ii. Non-Resident..... $50.00

(2) John's Pass Park:
a. Pavilion rental for four (4) hours (each additional hour is $25.00/hour):
   i. Resident..... $100.00
   ii. Non-Resident..... $200.00

(3) Splash Pads Rentals
a. Resident Rates
   i. Splash Pad (2 Hours)..... $100.00
   ii. Splash Pad w/ Tables & Chairs on Patio (2 Hours) $200.00
b. Non-Resident Rates

i. Splash Pad (2 Hours) $150.00
ii. Splash Pad w/ Tables & Chairs on Patio(2 Hours) $250.00

D. Athletic Field Rentals
(Res. 2016-24, 07/12/2016; Res. 2014-53, 12/10/2014)

(1) Hourly resident rates by facility (6.8% Sales Tax NOT included)
a. Softball Field $25.00
b. Soccer Field $25.00
c. Basketball Court $5.00
d. Tennis Court $5.00
e. Field Preparation and Lining (softball) $45.00
f. Field Preparation and Lining (football/soccer) $25.00
g. Attendant Fee (per staff member) $25.00
h. Rental Cleaning Fee $25.00
i. Light Fee $10.00

(2) Hourly non-resident rates by facility (6.5% Sales Tax NOT included)
a. Softball Field $30.00
b. Soccer Field $30.00
c. Basketball Court $10.00
d. Tennis Court $10.00
e. Field Preparation and Lining (softball) $50.00
f. Field Preparation and Lining (football/soccer) $30.00
g. Attendant Fee (per staff member) $30.00
h. Rental Cleaning Fee $30.00
i. Light Fee $15.00

E. Wedding Permits.

(1) Small wedding permit application fee $100.00*
*a. *A gathering of less than 50 persons with minimal decor as determined by staff; additional fees may apply.*

(2) Wedding permit application fee $200.00*
*a. *A gathering of more than 50 persons with minimal decor as determined by staff; additional fees may apply.*

F. Special Events.

(1) Event Application Fee *(less than 1,000 attendees)* $100.00

(2) Event Application Fee *(more than 1,000 attendees)* $250.00
A fee of $100.00/$250.00 payable to the City as reasonable cost for processing, evaluating, and issuing the permit is required. The BOC may waive the application fee by resolution at annual special event review when determined in the best interest of the community and upon demonstration of non- profit status.

(3) Deposit. *Deposits shall be determined upon the estimated impact on the City*

owned property of which the event is hosted.

a. Small event.....$250.00
b. Large event.....$500.00

A refundable deposit shall be payable to the City in advance of the event for damage to public property or City services incurred in direct association with the event and not identified in the original special event application approval. The BOCC may waive the deposit by resolution at annual special event review when determined in the best interest of the community, and upon. The City reserves the sole right to determine which portion, if any, of the deposit shall be returned to the applicant within 30 days after the event. The City Manager may waive special event fees to the amount of no more than $500 upon his/her determination that it will be a benefit to the community.

(4) Fees

a. Large Event (1,000+ Attendees)
   i. Facility Rental Per Event $3,000.00
   (Includes use of stage and event field)

b. Small Event (Less than 1,000 attendees)
   i. Stage Fee
      1. Resident.....$50.00/hr.
      2. Non-Resident.....$100.00/hr.
   ii. Field Usage Fee
      1. Resident.....$50.00/hr.
      2. Non-Resident.....$100.00/hr.

c. City Event Fees
   i. Trash Can Fee *(per trash can)* $5.00
   ii. Dumpster fee with single pick-up 3 Yard Dumpster.....$136.70
   iii. Event Barricades (available at City Hall Property Only)
      1. Setup Fee per – event $100.00
      2. Barricade Fee - per day $10.00

   iv. Other fees including but not limited to additional City personnel staff, such as EMT support through Madeira Beach Fire Department, etc. Five times the rental fee for receptacles will be withheld from deposit for those not returned within 48 hours of event.

d. Mandatory Non-City Fees. The required used of Pinellas County Sheriff's Deputies, as defined within the ·special events section of ordinances, will be negotiated directly with the Pinellas County Sheriff's Office. It is the **sole responsibility of the applicant** to secure the appropriate number of deputies as required by the Sheriff's Department.

e. Other Non-City Fees. Other fees included but not limited to Madeira Beach City Centre and field clean-up, additional civilian security, and vehicle parking professionals shall be the **sole responsibility of the applicant.**

f. Table games (Canasta, Bridge, etc.)
   i. Resident: $1.00
   ii. Non-resident: $2.00

ARTICLE VI. PUBLIC WORKS

A. Trash, Recycling, and Garbage

(1) Removal service fees-

All residents, occupants, or owners of premises in the city shall be required to have accumulations of garbage, trash, garden trash, recyclable items, and noncombustible refuse removed and disposed of by the sanitation division of the city Public Works Department. For the purpose of this section a unit shall be defined as a living unit for human habitation containing kitchen facilities. For a resident, occupant or owner of a premises in the city to qualify for the declared disaster sanitation fee the following requirements must be met: (1) the premises must have a structure on it that is rendered unoccupied and uninhabitable due damage sustained from Hurricanes Helene or Milton; (2) there must be an active city permit for demolition or remodel/repair of the structure; (3) the resident, occupant or owner must complete an on-line application and receive approval of that application by the City in writing; (4) the resident, occupant or owner must not be residing on the premises. This requirement, for example, prohibits the resident, occupant or owner from residing in the structure, tent, camper, recreational vehicle or other living quarters whether temporary or permanent; (5) the resident, occupant or owner may not place any trash, trash container, debris, equipment, or other materials at curbside for city sanitation collection or removal. Upon approval of the declared disaster sanitation fee application the City will remove city issued trash and recycling containers. 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
      - Each additional cart per month..... $14.00
   ii. 96 Gallon Cart..... $45.74
      - Each additional cart per month..... $14.00
   iii. Declared Disaster Sanitation Fee..... $10.00

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
- 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 ofproperty.

(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.

ARTICLE VII. MADEIRA BEACH MUNICIPAL MARINA

A. Vessel inspection.

(Code 1983, Chapter 19, Article VII)

Live-aboard vessels desiring to stay beyond ten days will be required to obtain a no- fee annual permit and pay a vessel inspection fee of $25.00

B. Madeira Beach Municipal Marina fees

(Res 2016-03, 02/10/2016)

The marina maintains the ability to adjust the rates below to account for changes in the sales tax Rates during the fiscal year; allowing for payments to stay consistent until this manual is updated and approved by the Commission. Employees receive the same rates as residents. The marina staff can issue transient slip discount coupons up to 20% off through online booking sites as a marketing tool. Discounts will be for off peak times.

Fees for the Madeira Beach Municipal Marina shall be as follows (each of these fees are subject to all applicable sales taxes):

(1) Transient Wet Slip per day.....$2.10/foot/day

(2) Transient Wet Slip per week.....$11.00/foot/week

(3) Transient Dry Storage
   a. Regular per day $28.04/day
   b. Holidays and/or weekends per day.....$37.38/day

(4) Transient Dry Storage .....$257.01 /month

(5) Wet Slip non-Live-aboard $13.50/foot/month

(6) Boat Lift $17.00/foot/month

(7) Commercial non-live-aboard wet slip..... $14.50 /foot/month

(8) Wet Slip Live – aboard $20.00/foot/month

(9) Dry Storage – under 26' boat length.....$172.90/month

(10) Dry Storage – 26'+ boat length $210.28/month

(11) Resident Dry Storage *(Limited to Madeira BeachResidents Only)* $130.84/month

(12) Dry storage for non-motorized boat*.....$28.17/month
   *a. *Kayaks, canoes, and small boat that can be carried by one (1)person.*

(13) Boat Ramp Fees
   a. Launch $4.67/day
   b. Launch and Park $14.02/day
   c. Holiday Launch and Park $18.69/day
   d. Resident Launch (New).....$1.87
   e. Resident Launch & Park (New) $9.35

(14) Late Fee $30.00

(15) Residents with recreational vehicles and motor homes and boat displaced by City Road and/or Stormwater construction will be provided free storage space for those vehicles.

(16) Fuel Discounts -Maximum discount per gallon $0.30/gal

a. Commercial $0.20/gal
b. Gulf of Mexico Commercial Fishing Fleet Discount $0.30/gal
c. 50+ Gallon $0.05/gal
d. Boat US/ Sea Tow $0.05/gal
e. Madeira Beach Resident $0.05/gal
f. City Co-sponsored / Community events $0.20/gal
    i. Great American Grunt Hunt
    ii. King of the Beach fishing tournament (Spring and Fall)
    iii. Veterans Boat Parade
    iv. Wild West Kingfish Tournament *(Spring and Fall)*
    v. Sun Coast Kingfish Classic *(Spring and Fall)*
    vi. Christmas Boat Parade
    vii. Any other City Co-sponsored events as approved by the City Manager

(17) Surveillance camera optional fee $25.00/month

(18) Live-aboard permits..... $5.00(72 hours)
(Res 2019-18, 12/17/2019)

(19) Temporary 3HR Wet Slip Parking/No Power ..... $20.00 + Tax

This page reserve for Publications by the City Clerk

Statement of Revenues, Expenses, and Change in Net Position - Sanitation Fund

	2025 (YTD)	2024 (Unaudited)	2023 (Audited)	2022 (Audited)	2021 (Audited)	2020 (Audited)	2019 (Audited)	2018 (Audited)	2017 (Audited)
Operating revenues									
Charges for services	$ 449,019	$ 2,287,625	$ 2,093,709	$ 1,854,440	$ 1,377,876	$ 1,263,486	$ 1,291,634	$ 1,284,459	$ 1,284,527
Other revenues	14,090	39,889	10,689	9,097	11,463	474	497	700	725
Total operating revenues	463,109	2,327,514	2,104,398	1,863,537	1,389,339	1,263,960	1,292,131	1,285,159	1,285,252
Operating Expenses									
Personal services	318,348	742,479	588,501	528,431	492,627	433,439	508,668	475,097	462,679
Operating expenses	293,298	893,649	1,016,966	801,740	769,437	780,943	765,711	681,216	693,018
Depreciation	82,455	197,892	250,984	182,242	178,847	166,038	102,990	111,057	105,916
Total operating expenses	694,101	1,834,020	1,856,451	1,512,413	1,440,911	1,380,420	1,377,369	1,267,370	1,261,613
Operating income (loss)	(230,992)	493,495	247,947	351,124	(51,572)	(116,460)	(85,238)	17,789	23,639
Nonoperating revenues (expenses)									
Interest earnings	26,040	87,002	49,171	25,069	22,365	17,314	20,479	9,026	8,738
Intergovernmental grants	-	2,860	2,829	3,147	2,453	3,186	3,187	3,209	3,237
Other nonoperating revenues (expenses)	-	(213,598)	449	2,526	41,680	51,697		6,892	20,400
Interest expense	(406)	(975)	(1,418)	(1,833)	(2,170)	(2,793)	(745)		
Total nonoperating revenues (expenses)	25,634	(124,711)	51,031	28,909	64,328	69,404	22,921	19,127	32,375
Income (loss) before transfers	(205,358)	368,784	298,978	380,033	12,756	(47,056)	(62,317)	36,916	56,014
Transfers out	(46,467)	(92,100)	(81,774)	(48,020)	(40,700)	-	-	-	-
Change in net position	(251,825)	276,684	217,204	332,013	(27,944)	(47,056)	(62,317)	36,916	56,014
Net position, beginning of year	2,522,560	2,245,876	2,028,672	1,696,659	1,724,603	1,771,659	1,833,976	1,797,060	1,741,046
Net position, end of year	$ 2,270,735	$ 2,522,560	$ 2,245,876	$ 2,028,672	$ 1,696,659	$ 1,724,603	$ 1,771,659	$ 1,833,976	$ 1,797,060

Sanitation Removal Service Fee Reduction Impact - Multiple Scenarios

12 Month Duration

	Scenario 1 - 75 Applicants	Scenario 2 - 100 Applicants	Scenario 3 - 200 Applicants	Scenario 4 - 300 Applicants	Scenario 5 - 400 Applicants	Scenario 6 - 500 Applicants	Scenario 7 - 600 Applicants	Scenario 8 - 700 Applicants	Scenario 9 - 750 Applicants
Single & Multi -Family Dwelling 64 Gallon Cart - $38.74									
Reduction to $10	$ 25,866	$ 34,488	$ 68,976	$ 103,464	$ 137,952	$ 172,440	$ 206,928	$ 241,416	$ 258,660
Reduction to $15	21,366	28,488	56,976	85,464	113,952	142,440	170,928	199,416	213,660
Reduction to $20	16,866	22,488	44,976	67,464	89,952	112,440	134,928	157,416	168,660

9 Month Duration

	Scenario 1 - 75 Applicants	Scenario 2 - 100 Applicants	Scenario 3 - 200 Applicants	Scenario 4 - 300 Applicants	Scenario 5 - 400 Applicants	Scenario 6 - 500 Applicants	Scenario 7 - 600 Applicants	Scenario 8 - 700 Applicants	Scenario 9 - 750 Applicants
Single & Multi -Family Dwelling 64 Gallon Cart - $38.74									
Reduction to $10	$ 19,400	$ 25,866	$ 51,732	$ 77,598	$ 103,464	$ 129,330	$ 155,196	$ 181,062	$ 193,995
Reduction to $15	16,025	21,366	42,732	64,098	85,464	106,830	128,196	149,562	160,245
Reduction to $20	12,650	16,866	33,732	50,598	67,464	84,330	101,196	118,062	126,495

6 Month Duration

	Scenario 1 - 75 Applicants	Scenario 2 - 100 Applicants	Scenario 3 - 200 Applicants	Scenario 4 - 300 Applicants	Scenario 5 - 400 Applicants	Scenario 6 - 500 Applicants	Scenario 7 - 600 Applicants	Scenario 8 - 700 Applicants	Scenario 9 - 750 Applicants
Single & Multi -Family Dwelling 64 Gallon Cart - $38.74									
Reduction to $10	$ 12,933	$ 17,244	$ 34,488	$ 51,732	$ 68,976	$ 86,220	$ 103,464	$ 120,708	$ 129,330
Reduction to $15	10,683	14,244	28,488	42,732	56,976	71,220	85,464	99,708	106,830
Reduction to $20	8,433	11,244	22,488	33,732	44,976	56,220	67,464	78,708	84,330

Estimated Implementation Cost	**$ 10,000**
Change in Net Position - FY 2024	276,684
Change in Net Position - FY 2023	217,204
Change in Net Position - FY 2022	332,013
Average Change in Net Position - 3 Years	**275,300**

Sanitation Removal

12 Month Duration	Scenario 1 - 75 Applicants	Scenario 2 - 100 Applicants	Scenario 3 - 200 Applicants
Single & Multi -Family Dwelling 64 Gallon Cart - $38.74			
Reduction to $10	$ 25,866	$ 34,488	$ 68,976
Reduction to $15	21,366	28,488	56,976
Reduction to $20	16,866	22,488	44,976

9 Month Duration	Scenario 1 - 75 Applicants	Scenario 2 - 100 Applicants	Scenario 3 - 200 Applicants
Single & Multi -Family Dwelling 64 Gallon Cart - $38.74			
Reduction to $10	$ 19,400	$ 25,866	$ 51,732
Reduction to $15	16,025	21,366	42,732
Reduction to $20	12,650	16,866	33,732

6 Month Duration	Scenario 1 - 75 Applicants	Scenario 2 - 100 Applicants	Scenario 3 - 200 Applicants
Single & Multi -Family Dwelling 64 Gallon Cart - $38.74			
Reduction to $10	$ 12,933	$ 17,244	$ 34,488
Reduction to $15	10,683	14,244	28,488
Reduction to $20	8,433	11,244	22,488

Estimated Implementation Cost	**$ 10,000**
Change in Net Position - FY 2024	276,684
Change in Net Position - FY 2023	217,204
Change in Net Position - FY 2022	332,013
Average Change in Net Position - 3 Years	**275,300**

l Service Fee Reduction Impact - Multiple Scenarios

Scenario 4 - 300 Applicants	Scenario 5 - 400 Applicants	Scenario 6 - 500 Applicants	Scenario 7 - 600 Applicants	Scenario 8 - 700 Applicants	Scenario 9 - 750 Applicants
$ 103,464	$ 137,952	$ 172,440	$ 206,928	$ 241,416	$ 258,660
85,464	113,952	142,440	170,928	199,416	213,660
67,464	89,952	112,440	134,928	157,416	168,660

Scenario 4 - 300 Applicants	Scenario 5 - 400 Applicants	Scenario 6 - 500 Applicants	Scenario 7 - 600 Applicants	Scenario 8 - 700 Applicants	Scenario 9 - 750 Applicants
$ 77,598	$ 103,464	$ 129,330	$ 155,196	$ 181,062	$ 193,995
64,098	85,464	106,830	128,196	149,562	160,245
50,598	67,464	84,330	101,196	118,062	126,495

Scenario 4 - 300 Applicants	Scenario 5 - 400 Applicants	Scenario 6 - 500 Applicants	Scenario 7 - 600 Applicants	Scenario 8 - 700 Applicants	Scenario 9 - 750 Applicants
$ 51,732	$ 68,976	$ 86,220	$ 103,464	$ 120,708	$ 129,330
42,732	56,976	71,220	85,464	99,708	106,830
33,732	44,976	56,220	67,464	78,708	84,330

Statement of Rev

	2025 (YTD)	2024 (Unaudited)	2023 (Audited)
Operating revenues			
Charges for services	$ 449,019	$ 2,287,625	$ 2,093,709
Other revenues	14,090	39,889	10,689
Total operating revenues	463,109	2,327,514	2,104,398
Operating Expenses			
Personal services	318,348	742,479	588,501
Operating expenses	293,298	893,649	1,016,966
Depreciation	82,455	197,892	250,984
Total operating expenses	694,101	1,834,020	1,856,451
Operating income (loss)	(230,992)	493,495	247,947
Nonoperating revenues (expenses)			
Interest earnings	26,040	87,002	49,171
Intergovernmental grants	-	2,860	2,829
Other nonoperating revenues (expenses)	-	(213,598)	449
Interest expense	(406)	(975)	(1,418)
Total nonoperating revenues (expenses)	25,634	(124,711)	51,031
Income (loss) before transfers	(205,358)	368,784	298,978
Transfers out	(46,467)	(92,100)	(81,774)
Change in net position	(251,825)	276,684	217,204
Net position, beginning of year	2,522,560	2,245,876	2,028,672
Net position, end of year	$ 2,270,735	$ 2,522,560	$ 2,245,876

enues, Expenses, and Change in Net Position - Sanitation Fund

2022 (Audited)	2021 (Audited)	2020 (Audited)	2019 (Audited)	2018 (Audited)	2017 (Audited)
$ 1,854,440	$ 1,377,876	$ 1,263,486	$ 1,291,634	$ 1,284,459	$ 1,284,527
9,097	11,463	474	497	700	725
1,863,537	1,389,339	1,263,960	1,292,131	1,285,159	1,285,252
528,431	492,627	433,439	508,668	475,097	462,679
801,740	769,437	780,943	765,711	681,216	693,018
182,242	178,847	166,038	102,990	111,057	105,916
1,512,413	1,440,911	1,380,420	1,377,369	1,267,370	1,261,613
351,124	(51,572)	(116,460)	(85,238)	17,789	23,639
25,069	22,365	17,314	20,479	9,026	8,738
3,147	2,453	3,186	3,187	3,209	3,237
2,526	41,680	51,697		6,892	20,400
(1,833)	(2,170)	(2,793)	(745)		
28,909	64,328	69,404	22,921	19,127	32,375
380,033	12,756	(47,056)	(62,317)	36,916	56,014
(48,020)	(40,700)	-	-	-	-
332,013	(27,944)	(47,056)	(62,317)	36,916	56,014
1,696,659	1,724,603	1,771,659	1,833,976	1,797,060	1,741,046
$ 2,028,672	$ 1,696,659	$ 1,724,603	$ 1,771,659	$ 1,833,976	$ 1,797,060

Fiscal Year	2025

Row Labels	Sum of Balance
Capital Outlay	**-**
Infrastructure	**-**
Capital Improvements	-
Machinery And Equipment	**-**
Capital Equipment	-
Reclassification To Capital Asset	**-**
Asset Reclassification	-
Charges For Services	**(463,108.91)**
Charges For Services - Physical Environment	**(463,108.91)**
Late Fees	-
Recycling Service Fee	(14,089.54)
Sanitation Charges	(449,019.37)
Debt Service	**-**
Interest	**-**
Debt Service - Interest	-
Debt Service - Interest GF	-
Interest Expense - Leases	-
Miscellaneous Revenues	**(26,040.29)**
Interest & Other Earnings	**(26,040.29)**
Interest Earnings	(26,040.29)
Other Miscellaneous Revenues	**-**
Insurance Proceeds	-
Other Miscellaneous Revenues	-
Refund Prior Year Expenses	-
Rents & Royalties	**-**
Container Rent	-
Sales - Disposition Of Capital Assets	**-**
Sale/Disposition of Capital Assets	-
Operating Expenditures/Expenses	**293,297.53**
Books, Publications, Subscriptions And Memberships	**-**
Dues & Subscriptions	-
Communications Services, Devices And Accessories	**645.00**
Cellular Telephone	645.00
Depreciation	**-**
Amortization Expense	-
Depreciation Expense	-
Freight & Postage Services	**2,627.35**
Postage	-
Postage - Utility Bills	2,627.35
Insurance	**-**
General Insurance	-
Operating Supplies	**79,720.12**
Departmental Supplies	58,996.35
Gasoline & Oil	18,028.84

Tools	1,310.74
Uniforms	1,384.19
Other Contractual Services	**195,345.16**
Curbside Recycling	89,495.27
Recycling Material Disposal	1,958.21
Temporary Services	-
Waste Disposal	103,891.68
Other Current Charges And Obligations	**(17,387.26)**
Bad Debt Expense	(17,387.26)
Bank Service Charges	-
Pending Expenditures	-
Professional Services	**-**
Professional Services	-
Rentals And Leases	**6,782.26**
Rentals & Leases	6,782.26
Rentals & Leases Contra Expense - GASB 87/96	-
Repair And Maintenance Services	**25,564.90**
Maint Other Equipment	656.15
Maintenance Auto Equipment	17,544.86
Maintenance Tires	7,363.89
Travel And Per Diem	**-**
Travel & Training	-
Other Sources	**-**
Other Sources	**-**
Fund Balance/Net Position Carryover Used	-
Other Sources	-
Proprietary Non-Operating Sources	**-**
Asset Transfer In from Governmental Activities	-
Pinellas County Recycling Grnt	-
Transfers In	**-**
Transfer from Marina Fund	-
Transfer from Stormwater Fund	-
Other Uses	**46,466.64**
Intergovernmental Transfers	**46,466.64**
Administrative Services	46,466.64
Transfer to Marina Fund	-
Transfer to Stormwater Fund	-
Other Uses	**-**
Budgeted Contingency	-
Personnel Services	**318,348.46**
Fica Taxes	**14,931.99**
Social Security	14,931.99
Life And Health Insurance	**65,342.02**
Group Insurance	65,342.02
Other Postemployment Benefits (Opeb)	**-**
Comp Absences Adjustment	-
OPEB Adjustment	-

Pension Adjustment	-
Overtime	**27,890.29**
Overtime	27,890.29
Regular Salary And Wages	**177,563.19**
Salaries & Wages	177,563.19
Retirement Contributions	**22,137.06**
FRS - DROP	-
FRS - Regular Class	18,626.02
ICMA 401(a) Plan	3,511.04
Unemployment Compensation	**-**
Unemployment Compensation	-
Workers' Compensation	**10,483.91**
Worker's Compensation	10,483.91
Grand Total	**168,963.43**

Fund	Department	Account	Account Description
Sanitation Fund	Sanitation	402.7000.343400	Sanitation Charges
Sanitation Fund	Sanitation	402.7000.343400	Sanitation Charges
Sanitation Fund	Sanitation	402.7000.343401	Recycling Service Fee
Sanitation Fund	Sanitation	402.7000.343401	Recycling Service Fee
Sanitation Fund	Sanitation	402.7000.343402	Late Fees
Sanitation Fund	Sanitation	402.7000.343402	Late Fees
Sanitation Fund	Sanitation	402.7000.361100	Interest Earnings
Sanitation Fund	Sanitation	402.7000.361100	Interest Earnings
Sanitation Fund	Sanitation	402.7000.362006	Container Rent
Sanitation Fund	Sanitation	402.7000.362006	Container Rent
Sanitation Fund	Sanitation	402.7000.364000	Sale/Disposition of Capi
Sanitation Fund	Sanitation	402.7000.364000	Sale/Disposition of Capi
Sanitation Fund	Sanitation	402.7000.369900	Other Miscellaneous Re
Sanitation Fund	Sanitation	402.7000.369900	Other Miscellaneous Re
Sanitation Fund	Sanitation	402.7000.369903	Refund Prior Year Exper
Sanitation Fund	Sanitation	402.7000.369903	Refund Prior Year Exper
Sanitation Fund	Sanitation	402.7000.369906	Insurance Proceeds
Sanitation Fund	Sanitation	402.7000.369906	Insurance Proceeds
Sanitation Fund	Sanitation	402.7000.380000	Other Sources
Sanitation Fund	Sanitation	402.7000.380000	Other Sources
Sanitation Fund	Sanitation	402.7000.380001	Fund Balance/Net Posit
Sanitation Fund	Sanitation	402.7000.380001	Fund Balance/Net Posit
Sanitation Fund	Sanitation	402.7000.381003	Transfer from Stormwa
Sanitation Fund	Sanitation	402.7000.381003	Transfer from Stormwa
Sanitation Fund	Sanitation	402.7000.381004	Transfer from Marina F
Sanitation Fund	Sanitation	402.7000.381004	Transfer from Marina F
Sanitation Fund	Sanitation	402.7000.389401	Pinellas County Recyclir
Sanitation Fund	Sanitation	402.7000.389401	Pinellas County Recyclir
Sanitation Fund	Sanitation	402.7000.389801	Asset Transfer In from C
Sanitation Fund	Sanitation	402.7000.389801	Asset Transfer In from C
Sanitation Fund	Sanitation	402.7000.512000	Salaries & Wages
Sanitation Fund	Sanitation	402.7000.512000	Salaries & Wages
Sanitation Fund	Sanitation	402.7000.514000	Overtime
Sanitation Fund	Sanitation	402.7000.514000	Overtime
Sanitation Fund	Sanitation	402.7000.521000	Social Security
Sanitation Fund	Sanitation	402.7000.521000	Social Security
Sanitation Fund	Sanitation	402.7000.522001	ICMA 401(a) Plan
Sanitation Fund	Sanitation	402.7000.522001	ICMA 401(a) Plan
Sanitation Fund	Sanitation	402.7000.522002	FRS - Regular Class
Sanitation Fund	Sanitation	402.7000.522002	FRS - Regular Class
Sanitation Fund	Sanitation	402.7000.522003	FRS - DROP
Sanitation Fund	Sanitation	402.7000.522003	FRS - DROP
Sanitation Fund	Sanitation	402.7000.523000	Group Insurance
Sanitation Fund	Sanitation	402.7000.523000	Group Insurance
Sanitation Fund	Sanitation	402.7000.524000	Worker's Compensatior
Sanitation Fund	Sanitation	402.7000.524000	Worker's Compensatior

Sanitation Fund	Sanitation	402.7000.525000	Unemployment Compe
Sanitation Fund	Sanitation	402.7000.525000	Unemployment Compe
Sanitation Fund	Sanitation	402.7000.526000	OPEB Adjustment
Sanitation Fund	Sanitation	402.7000.526000	OPEB Adjustment
Sanitation Fund	Sanitation	402.7000.526001	Pension Adjustment
Sanitation Fund	Sanitation	402.7000.526001	Pension Adjustment
Sanitation Fund	Sanitation	402.7000.526002	Comp Absences Adjustr
Sanitation Fund	Sanitation	402.7000.526002	Comp Absences Adjustr
Sanitation Fund	Sanitation	402.7000.531000	Professional Services
Sanitation Fund	Sanitation	402.7000.531000	Professional Services
Sanitation Fund	Sanitation	402.7000.534005	Curbside Recycling
Sanitation Fund	Sanitation	402.7000.534005	Curbside Recycling
Sanitation Fund	Sanitation	402.7000.534008	Recycling Material Disp
Sanitation Fund	Sanitation	402.7000.534008	Recycling Material Disp
Sanitation Fund	Sanitation	402.7000.534010	Temporary Services
Sanitation Fund	Sanitation	402.7000.534010	Temporary Services
Sanitation Fund	Sanitation	402.7000.534013	Waste Disposal
Sanitation Fund	Sanitation	402.7000.534013	Waste Disposal
Sanitation Fund	Sanitation	402.7000.540000	Travel & Training
Sanitation Fund	Sanitation	402.7000.540000	Travel & Training
Sanitation Fund	Sanitation	402.7000.541000	Cellular Telephone
Sanitation Fund	Sanitation	402.7000.541000	Cellular Telephone
Sanitation Fund	Sanitation	402.7000.542000	Postage
Sanitation Fund	Sanitation	402.7000.542000	Postage
Sanitation Fund	Sanitation	402.7000.542001	Postage - Utility Bills
Sanitation Fund	Sanitation	402.7000.542001	Postage - Utility Bills
Sanitation Fund	Sanitation	402.7000.544000	Rentals & Leases
Sanitation Fund	Sanitation	402.7000.544000	Rentals & Leases
Sanitation Fund	Sanitation	402.7000.544004	Rentals & Leases Contra
Sanitation Fund	Sanitation	402.7000.544004	Rentals & Leases Contra
Sanitation Fund	Sanitation	402.7000.545000	General Insurance
Sanitation Fund	Sanitation	402.7000.545000	General Insurance
Sanitation Fund	Sanitation	402.7000.546001	Maintenance Auto Equi
Sanitation Fund	Sanitation	402.7000.546001	Maintenance Auto Equi
Sanitation Fund	Sanitation	402.7000.546002	Maint Other Equipment
Sanitation Fund	Sanitation	402.7000.546002	Maint Other Equipment
Sanitation Fund	Sanitation	402.7000.546013	Maintenance Tires
Sanitation Fund	Sanitation	402.7000.546013	Maintenance Tires
Sanitation Fund	Sanitation	402.7000.549001	Bank Service Charges
Sanitation Fund	Sanitation	402.7000.549001	Bank Service Charges
Sanitation Fund	Sanitation	402.7000.549008	Bad Debt Expense
Sanitation Fund	Sanitation	402.7000.549008	Bad Debt Expense
Sanitation Fund	Sanitation	402.7000.549999	Pending Expenditures
Sanitation Fund	Sanitation	402.7000.549999	Pending Expenditures
Sanitation Fund	Sanitation	402.7000.552000	Departmental Supplies
Sanitation Fund	Sanitation	402.7000.552000	Departmental Supplies
Sanitation Fund	Sanitation	402.7000.552003	Tools

Sanitation Fund	Sanitation	402.7000.552003	Tools
Sanitation Fund	Sanitation	402.7000.552004	Uniforms
Sanitation Fund	Sanitation	402.7000.552004	Uniforms
Sanitation Fund	Sanitation	402.7000.552005	Gasoline & Oil
Sanitation Fund	Sanitation	402.7000.552005	Gasoline & Oil
Sanitation Fund	Sanitation	402.7000.554000	Dues & Subscriptions
Sanitation Fund	Sanitation	402.7000.554000	Dues & Subscriptions
Sanitation Fund	Sanitation	402.7000.559000	Depreciation Expense
Sanitation Fund	Sanitation	402.7000.559000	Depreciation Expense
Sanitation Fund	Sanitation	402.7000.559015	Amortization Expense
Sanitation Fund	Sanitation	402.7000.559015	Amortization Expense
Sanitation Fund	Sanitation	402.7000.563000	Capital Improvements
Sanitation Fund	Sanitation	402.7000.563000	Capital Improvements
Sanitation Fund	Sanitation	402.7000.564000	Capital Equipment
Sanitation Fund	Sanitation	402.7000.564000	Capital Equipment
Sanitation Fund	Sanitation	402.7000.569001	Asset Reclassification
Sanitation Fund	Sanitation	402.7000.569001	Asset Reclassification
Sanitation Fund	Sanitation	402.7000.572000	Debt Service - Interest
Sanitation Fund	Sanitation	402.7000.572000	Debt Service - Interest
Sanitation Fund	Sanitation	402.7000.572001	Debt Service - Interest C
Sanitation Fund	Sanitation	402.7000.572001	Debt Service - Interest C
Sanitation Fund	Sanitation	402.7000.572002	Interest Expense - Lease
Sanitation Fund	Sanitation	402.7000.572002	Interest Expense - Lease
Sanitation Fund	Sanitation	402.7000.591001	Administrative Services
Sanitation Fund	Sanitation	402.7000.591001	Administrative Services
Sanitation Fund	Sanitation	402.7000.591004	Transfer to Stormwater
Sanitation Fund	Sanitation	402.7000.591004	Transfer to Stormwater
Sanitation Fund	Sanitation	402.7000.591005	Transfer to Marina Fund
Sanitation Fund	Sanitation	402.7000.591005	Transfer to Marina Fund
Sanitation Fund	Sanitation	402.7000.599002	Budgeted Contingency
Sanitation Fund	Sanitation	402.7000.599002	Budgeted Contingency

Account Character Nan	Object Code Name	Balance	Fiscal Year
Charges For Services	Charges For Services - P	(2,287,548.75)	2024
Charges For Services	Charges For Services - P	(449,019.37)	2025
Charges For Services	Charges For Services - P	(39,888.78)	2024
Charges For Services	Charges For Services - P	(14,089.54)	2025
Charges For Services	Charges For Services - P	(76.52)	2024
Charges For Services	Charges For Services - P	-	2025
Miscellaneous Revenue	Interest & Other Earnin	(87,002.23)	2024
Miscellaneous Revenue	Interest & Other Earnin	(26,040.29)	2025
Miscellaneous Revenue	Rents & Royalties	(3,328.60)	2024
Miscellaneous Revenue	Rents & Royalties	-	2025
Miscellaneous Revenue	Sales - Disposition Of Ca	216,932.24	2024
Miscellaneous Revenue	Sales - Disposition Of Ca	-	2025
Miscellaneous Revenue	Other Miscellaneous Re	-	2024
Miscellaneous Revenue	Other Miscellaneous Re	-	2025
Miscellaneous Revenue	Other Miscellaneous Re	(6.00)	2024
Miscellaneous Revenue	Other Miscellaneous Re	-	2025
Miscellaneous Revenue	Other Miscellaneous Re	-	2024
Miscellaneous Revenue	Other Miscellaneous Re	-	2025
Other Sources	Other Sources	-	2024
Other Sources	Other Sources	-	2025
Other Sources	Other Sources	-	2024
Other Sources	Other Sources	-	2025
Other Sources	Transfers In	-	2024
Other Sources	Transfers In	-	2025
Other Sources	Transfers In	-	2024
Other Sources	Transfers In	-	2025
Other Sources	Proprietary Non-Operat	(2,860.00)	2024
Other Sources	Proprietary Non-Operat	-	2025
Other Sources	Proprietary Non-Operat	-	2024
Other Sources	Proprietary Non-Operat	-	2025
Personnel Services	Regular Salary And Wag	370,032.55	2024
Personnel Services	Regular Salary And Wag	177,563.19	2025
Personnel Services	Overtime	55,557.11	2024
Personnel Services	Overtime	27,890.29	2025
Personnel Services	Fica Taxes	31,877.10	2024
Personnel Services	Fica Taxes	14,931.99	2025
Personnel Services	Retirement Contributio	15,818.80	2024
Personnel Services	Retirement Contributio	3,511.04	2025
Personnel Services	Retirement Contributio	126,898.68	2024
Personnel Services	Retirement Contributio	18,626.02	2025
Personnel Services	Retirement Contributio	-	2024
Personnel Services	Retirement Contributio	-	2025
Personnel Services	Life And Health Insuran	130,831.52	2024
Personnel Services	Life And Health Insuran	65,342.02	2025
Personnel Services	Workers' Compensatior	11,462.75	2024
Personnel Services	Workers' Compensatior	10,483.91	2025

Personnel Services	Unemployment Compe	-	2024
Personnel Services	Unemployment Compe	-	2025
Personnel Services	Other Postemployment	-	2024
Personnel Services	Other Postemployment	-	2025
Personnel Services	Other Postemployment	-	2024
Personnel Services	Other Postemployment	-	2025
Personnel Services	Other Postemployment	-	2024
Personnel Services	Other Postemployment	-	2025
Operating Expenditures	Professional Services	-	2024
Operating Expenditures	Professional Services	-	2025
Operating Expenditures	Other Contractual Servi	315,366.25	2024
Operating Expenditures	Other Contractual Servi	89,495.27	2025
Operating Expenditures	Other Contractual Servi	3,305.31	2024
Operating Expenditures	Other Contractual Servi	1,958.21	2025
Operating Expenditures	Other Contractual Servi	27,054.85	2024
Operating Expenditures	Other Contractual Servi	-	2025
Operating Expenditures	Other Contractual Servi	333,277.14	2024
Operating Expenditures	Other Contractual Servi	103,891.68	2025
Operating Expenditures	Travel And Per Diem	10.70	2024
Operating Expenditures	Travel And Per Diem	-	2025
Operating Expenditures	Communications Servic	1,950.00	2024
Operating Expenditures	Communications Servic	645.00	2025
Operating Expenditures	Freight & Postage Servi	-	2024
Operating Expenditures	Freight & Postage Servi	-	2025
Operating Expenditures	Freight & Postage Servi	8,837.15	2024
Operating Expenditures	Freight & Postage Servi	2,627.35	2025
Operating Expenditures	Rentals And Leases	49,492.49	2024
Operating Expenditures	Rentals And Leases	6,782.26	2025
Operating Expenditures	Rentals And Leases	(22,522.18)	2024
Operating Expenditures	Rentals And Leases	-	2025
Operating Expenditures	Insurance	14,669.41	2024
Operating Expenditures	Insurance	-	2025
Operating Expenditures	Repair And Maintenanc	34,169.54	2024
Operating Expenditures	Repair And Maintenanc	17,544.86	2025
Operating Expenditures	Repair And Maintenanc	3,286.35	2024
Operating Expenditures	Repair And Maintenanc	656.15	2025
Operating Expenditures	Repair And Maintenanc	13,082.03	2024
Operating Expenditures	Repair And Maintenanc	7,363.89	2025
Operating Expenditures	Other Current Charges /	-	2024
Operating Expenditures	Other Current Charges /	-	2025
Operating Expenditures	Other Current Charges /	(15,871.91)	2024
Operating Expenditures	Other Current Charges /	(17,387.26)	2025
Operating Expenditures	Other Current Charges /	-	2024
Operating Expenditures	Other Current Charges /	-	2025
Operating Expenditures	Operating Supplies	69,066.31	2024
Operating Expenditures	Operating Supplies	58,996.35	2025
Operating Expenditures	Operating Supplies	1,798.37	2024

Operating Expenditures	Operating Supplies	1,310.74	2025
Operating Expenditures	Operating Supplies	2,548.86	2024
Operating Expenditures	Operating Supplies	1,384.19	2025
Operating Expenditures	Operating Supplies	54,033.15	2024
Operating Expenditures	Operating Supplies	18,028.84	2025
Operating Expenditures	Books, Publications, Sul	95.00	2024
Operating Expenditures	Books, Publications, Sul	-	2025
Operating Expenditures	Depreciation	176,579.89	2024
Operating Expenditures	Depreciation	-	2025
Operating Expenditures	Depreciation	21,312.33	2024
Operating Expenditures	Depreciation	-	2025
Capital Outlay	Infrastructure	-	2024
Capital Outlay	Infrastructure	-	2025
Capital Outlay	Machinery And Equipm	9,983.92	2024
Capital Outlay	Machinery And Equipm	-	2025
Capital Outlay	Reclassification To Capi	(9,983.92)	2024
Capital Outlay	Reclassification To Capi	-	2025
Debt Service	Interest	-	2024
Debt Service	Interest	-	2025
Debt Service	Interest	-	2024
Debt Service	Interest	-	2025
Debt Service	Interest	975.21	2024
Debt Service	Interest	-	2025
Other Uses	Intergovernmental Trar	92,100.00	2024
Other Uses	Intergovernmental Trar	46,466.64	2025
Other Uses	Intergovernmental Trar	-	2024
Other Uses	Intergovernmental Trar	-	2025
Other Uses	Intergovernmental Trar	-	2024
Other Uses	Intergovernmental Trar	-	2025
Other Uses	Other Uses	-	2024
Other Uses	Other Uses	-	2025

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 2025-08

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, ADOPTING A REVISED APPENDIX A. – FEES AND COLLECTION PROCEDURES MANUAL OF THE CODE OF ORDINANCES OF CITY OF MADEIRA BEACH, FLORIDA, TO ADD A DECLARED DISASTER SANITATION FEE; REPEALING ORDINANCE 2024-22; PROVIDING FOR CONFLICT, CODIFICATION AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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[1] for the proposed ordinance, but the City of Madeira Beach is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
  a. Development orders and development permits as those terms are defined in Section 163.3164, Florida Statutes, and development agreements as authorized by the Florida Local Government Development Agreement Act under Sections 163.3220-163.3243, Florida Statutes;

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

b. Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party;
c. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
d. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
e. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

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

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

This ordinance amends the Fees and Collection Procedure Manual to changing existing fees within Residential and Multifamily Solid Waste.

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

This amendment reduces residential and Multifamily solid waste fees, which will reduce total cost of utility bills.

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

Difficult to estimate.

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

This amendment will result in a reduction of revenues to be generated in the Sanitation Fund.

NOTICE OF PUBLIC HEARINGS CITY OF MADEIRA BEACH

Item 13H.

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

NOTICE IS HEREBY GIVEN, that the Board of Commissioners of the City of Madeira Beach will conduct a **Second Reading and Public Hearing for the adoption of proposed Ordinance 2025-04, Ordinance 2025-05, Ordinance 2025-06, Ordinance 2025-07, and Ordinance 2025-08 on Wednesday, March 12, 2025, at 6:00 p.m.** The meeting will be held in the Patricia Shontz Commission Chambers located at 300 Municipal Drive, Madeira Beach, FL 33708. The titles of said Ordinances are as follows:

ORDINANCE 2025-04
AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING CHAPTER 110 ZONING, ARTICLE V. DISTRICTS, DIVISION 10, PD., PLANNED DEVELOPMENT, OF THE CITY'S LAND DEVELOPMENT CODE PROVIDING FURTHER INFORMATION ON INTENT AND PURPOSE; INCLUDING DIMENSIONAL REGULATIONS; SPECIFYING REQUIREMENTS FOR THE APPLICATION FOR PD ZONING; CLARIFYING THE REVIEW CRITERIA FROM THE LOCAL PLANNING AGENCY; CLARIFYING THE REVIEW CRITERIA FROM THE BOARD OF COMMISSIONERS; INCLUDING STANDARD OPERATING ADJUSTMENTS IN THE CHANGES OF DEVELOPMENT PLAN; AND INCLUDING OPTIONS FOR TIME EXTENSIONS; PROVIDING FOR CONFLICT, CODIFICATION AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2025-05
AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING CHAPTER 94 FLOODPLAIN MANAGEMENT, DIVISION 10. FLOOD RESISTANT DEVELOPMENT, ARTICLE I. BUILDINGS AND STRUCTURES, SECTION 94-103. MANUFACTURED HOMES AND RECREATIONAL VEHICLES, OF THE CITY'S LAND DEVELOPMENT CODE PROVIDING FOR THE USE OF RECREATIONAL VEHICLES AS TEMPORARY SHELTERS ON RESIDENTIAL PROPERTIES FOLLOWING A NATURAL EMERGENCY; PROVIDING FOR CONFLICT, CODIFICATION AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2025-06
AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING THE CAPITAL IMPROVEMENTS ELEMENT OF THE COMPREHENSIVE PLAN OF THE CITY OF MADEIRA BEACH TO UPDATE THE CAPITAL IMPROVEMENT PROGRAM (CIP) SCHEDULE OF CAPITAL IMPROVEMENTS FOR FISCAL YEARS 2025 THROUGH 2030; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2025-07
AN ORDINANCE OF THE CITY OF MADEIRA BEACH FLORIDA, CREATING SECTION 110-841 OF SUBDIVISION I (IN GENERAL) OF DIVISION 13 (ADULT ENTERTAINMENT USES) OF ARTICLE VI (SUPPLEMENTARY DISTRICT REGULATIONS) OF CHAPTER 110 (ZONING) OF THE CODE OF ORDINANCES TO PROHIBIT PERSONS UNDER THE AGE OF 18 YEARS TO ENTER, REMAIN IN OR PURCHASE GOODS OR SERVICES AT AN ADULT ENTERTAINMENT ESTABLISHMENT; TO PROHIBIT PERSONS UNDER THE OF 21 YEARS TO BE AN EMPLOYEE OF AN ADULT ENTERTAINMENT ESTABLISHMENT; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2025-08
AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, ADOPTING A REVISED APPENDIX A. – FEES AND COLLECTION PROCEDURES MANUAL OF THE CODE OF ORDINANCES OF CITY OF MADEIRA BEACH, FLORIDA, TO ADD A DECLARED DISASTER SANITATION FEE; REPEALING ORDINANCE 2024-22; PROVIDING FOR CONFLICT, CODIFICATION AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Interested parties may appear at the meeting and be heard with respect to the proposed Ordinances. A copy of the proposed Ordinances is available for inspection in the City Clerk's Office between the hours of 8:30 a.m. and 4:00 p.m., Monday through Friday.

If you would like more information regarding the proposed Ordinances 2025-04, 2025-05, 2025-06, and 2025-07, please contact Community Development Director Jenny Rowan at 727-804-0178 or email jrowan@madeirabeachfl.gov. If you would like more information regarding the proposed Ordinance 2025-08, please contact City Manager Robin Gomez at 727-580-8014 or email rgomez@madeirabeachfl.gov.

The meeting will be aired on Public Access TV Spectrum Channel 640 and on the City's website: https://madeirabeach-fl.municodemeetings.com/

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

In accordance with Section 286.26, Florida Statute, persons with disabilities needing special accommodations to participate in this meeting should contact the City Clerk's office no later than 48 hours prior to the meeting: (727) 391-995[illegible] 231 or 232 or email a written request to cv[illegible]an@madeirabeachfl.gov.

Memorandum

Meeting Details:	March 12, 2025 – Board of Commissioners Meeting
Prepared For:	Honorable Mayor Brooks and the Board of Commissioners
Staff Contact:	Community Development Department
Subject:	Ordinance 2025-09: Districts, 1st Reading and Public Hearing

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Background

The John's Pass Village Activity Center was adopted for the Countywide Plan Map, Madeira Beach Comprehensive Plan, and Madeira Beach Land Development Regulations. In 2024 the C-1 Tourist Commercial Zoning District was renamed the John's Pass Village Activity Center Zoning District (Ordinance 2024-10), the John's Pass Activity Center was then rezoned to C-1 Zoning District (Ordinance 2024-11), and Ordinance 2024-12 deleted the C-2 Zoning District.

Discussion

Section 110-151 Establishment of districts preludes the zoning districts in the Land Development Regulations. The section introduces the zoning districts in a table with the C-1 and C-2 zoning district names prior to the John's Pass Village Activity Center rezoning. Ordinance 2025-09 simply corrects the name of C-1 zoning district to John's Pass Village Activity Center and removes C-2 zoning district from the table.

Fiscal Impact

N/A

Recommendation(s)

Planning Commission and City Staff recommends the approval of Ordinance 2025-09: Districts.

Attachments/Corresponding Documents

- Ordinance 2025-09: Districts
- Ordinance 2025-09: Districts Business Impact Statement
- Forward Pinellas Review Letter

ORDINANCE 2025-09

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

WHEREAS, the City of Madeira Beach adopted Ordinance 2024-09 to establish the C-1, John's Pass Village Activity Center Zoning District; and

WHEREAS, the City of Madeira Beach adopted Ordinance 2024-12 which deleted the C-2, John's Pass Commercial Zoning District; and

WHEREAS, Section 110-151. Establishment of districts lists the zoning districts in Madeira Beach; and

WHEREAS, City staff has recommended revising Section 110-151 to reflect the changes made by Ordinances 2024-09 and 2024-12; and

WHEREAS, the recommended amendments to the Land Development Regulations was presented to and reviewed by the Planning Commission at a public hearing; and

WHEREAS, the Planning Commission recommended approval of the proposed amendments; and

WHEREAS, the Board of Commissioners received input from the public at two public hearings to consider the approval of the recommended changes and the adoption of this ordinance.

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

Section 1. That Section 110-151 of Chapter 110 (Zoning), Article V. (Districts) Division 1 (Generally) is hereby amended to read as follows:

Sec. 110-151. Establishment of districts.

For the purpose of protecting, promoting and improving the public health, safety, morals and general welfare of the community, the city is hereby divided into the following types of districts:

R-1	Single-Family Residential
R-2	Low Density Multifamily Residential
R-3	Medium Density Multifamily Residential
C-1	~~Tourist Commercial~~ John's Pass Village Activity Center
~~C-2~~	~~John's Pass Marine Commercial~~
C-3	Retail Commercial
C-4	Marine Commercial
P-SP	Public-Semi Public
PD	Planned Development

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

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

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

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

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

PASSED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, THIS _____ day of _____, 2025.

_____
Anne-Marie Brooks, Mayor

ATTEST:

_____
Clara VanBlargan, MMC, MSM, City Clerk

APPROVED AS TO FORM:

_____
Thomas J. Trask, City Attorney

PASSED ON FIRST READING: _____

PUBLISHED: _____

PASSED ON SECOND READING: _____

Business Impact Estimate

Proposed ordinance's title/reference:
Ordinance 2025-09: Districts

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[1] for the proposed ordinance, but the City of Madeira Beach is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

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

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

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

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

Ordinance 2025-09: Districts amends Section 110-151 of the Madeira Beach Code of Ordinances to reference the C-1, John's Pass Village Activity Center Zoning District and to remove reference to the C-2, John's Pass Marine Commercial Zoning District.

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.

There is no foreseeable direct economic impact of the proposed ordinance.

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

No foreseen impact on businesses with the proposed ordinance.

4. Additional information the governing body deems useful (if any):
Section 110-151 establishes the zoning district names.

FORWARD PINELLAS
P: (727) 464.8250
F: (727) 464.8212
forwardpinellas.org
310 Court Street
Clearwater, FL 33756

February 18, 2025

Jenny Rowan, CFM
Community Development Director
City of Madeira Beach
300 Municipal Drive
Madeira Beach, FL 33708

RE: Review of ordinances from the City of Madeira Beach (Ordinances 2025-09, 2025-10, and 2025-11)

Dear Jenny,

Thank you for submitting the proposed amendments to the Madeira Beach Code of Ordinances, regarding the John's Pass Village Activity Center zoning district and restrictions on the sale of alcoholic beverages. The amendments are consistent with the Countywide Rules, with comments as follows:

- These ordinances address zoning district classifications, setback requirements for accessory structures, and restrictions on the sale of alcoholic beverages in various districts, aligning with the Countywide Rules and current planning practices.

We recognize that the consistency process is an ongoing one, and if either the County or Forward Pinellas staff has failed to note a matter governed by the consistency process in the course of this review, we will be happy to work with you to resolve any such matter as may be necessary.

If you have any questions, please feel free to call me at 727-464-5679 or email me at ewennick@forwardpinellas.org.

Sincerely,

Emma Wennick

Emma Wennick
Program Planner

Memorandum

Meeting Details: March 12, 2025 – Board of Commissioners Meeting
Prepared For: Honorable Mayor Brooks and the Board of Commissioners
Staff Contact: Community Development Department
Subject: Ordinance 2025-10: Accessory Structures, 1st Reading and Public Hearing

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Background

The John's Pass Village Activity Center was adopted for the Countywide Plan Map, Madeira Beach Comprehensive Plan, and Madeira Beach Land Development Regulations. In 2024 the C-1 Tourist Commercial Zoning District was renamed the John's Pass Village Activity Center Zoning District (Ordinance 2024-10), the John's Pass Activity Center was then rezoned to C-1 Zoning District (Ordinance 2024-11), and Ordinance 2024-12 deleted the C-2 Zoning District.

Discussion

The accessory structures sections in the Code references all Zoning Districts. The John's Pass Village Activity Center previously consisted of the R-3, R-2, C-1, C-2, C-3, and C-4 zoning districts. Ordinance 2025-10 captures what was allowed for accessory structures in each district prior to the rezoning of John's Pass Village Activity Center, recategorizes allowed areas for accessory structures in each Character District, and makes some changes from what was previously allowed. Proposed changes are outlined below:

- Commercial Core and Traditional Village (previously zoned C-1 Tourist Commercial)
    - Previously: accessory structures may be in the side or rear yard. Proposed: accessory structures may only be in the rear yard.
    - Previously: required a 2.5 ft rear setback. Proposed: provides the same setbacks for the principal structure (10 ft rear and 0-10 ft side for Traditional Village and 20 ft rear and 0-10 ft side for Commercial Core)
- Boardwalk (previously zoned C-2 John's Pass Marine Commercial)
    - Exact same standards (Sec. 110-480)
- John's Pass Resort, Transitional (Gulf Side), and Low Intensity Mixed Use (previously zoned R-3 Medium Density Multifamily Residential)
    - *Lots not on water*. Previously: accessory structures may be in the side or rear yard with 5-foot side and 2-foot rear setback. Proposed: accessory structures may be in the side or rear yard with 5-foot rear and side setback.
    - *Lots on water*. Previously: accessory structures may be in the side or rear yards (except for carports) with same setbacks for the principal structure. Proposed: accessory structures must have the same setbacks for the principal structure.
- Transitional (Bay Side) (previously C-3 & C-4 with one small area as R-2)

- Previously: accessory structures may be in the side or rear yards with the same setback principal structure. Proposed: accessory structures must have the same setbacks for the principal structure.

Fiscal Impact
N/A

Recommendation(s)
Planning Commission and City Staff recommends the approval of Ordinance 2025-10: Accessory Structures.

Attachments/Corresponding Documents
- Ordinance 2025-10: Accessory Structures
- Ordinance 2025-10: Districts Business Impact Statement
- Forward Pinellas Review Letter

ORDINANCE 2025-10

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

WHEREAS, Ordinance 2024-09 established the C-1, John's Pass Village Activity Center Zoning District which includes Character Districts to further define permitted uses and unique development patterns in the John's Pass Village Activity Center; and

WHEREAS, Chapter 110 – Zoning Article VI. - Supplementary District Regulations Division 4. Accessory Structures does not reference the Character Districts in the C-1, John's Pass Village Activity Center Zoning District; and

WHEREAS, Ordinance 2024-12 deleted the C-2, John's Pass Commercial Zoning District; and

WHEREAS, City staff has recommended changes to the Land Development Regulations to reflect the changes made by Ordinances 2024-09 and 2024-12; and

WHEREAS, the recommended amendments to the Land Development Regulations were presented to and reviewed by the Planning Commission at a public hearing; and

WHEREAS, the Planning Commission recommended approval of the proposed amendments; and

WHEREAS, the Board of Commissioners received input from the public at two public hearings to consider the approval of the recommended changes and the adoption of this ordinance.

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

Section 1. That Section 110-479 of Chapter 110 (Zoning), Article VI. (Supplementary District Regulations), Division 4. (Accessory Structures) of the Land Development Regulations of the City of Madeira Beach is hereby amended to read as follows:

Sec. 110-479. C-1, ~~tourist commercial zones.~~ John's Pass Village Activity Center Zoning District.

Accessory structures in John's Pass Village Activity Center are regulated by Character District:

(1) Commercial Core and Traditional Village District

a. Accessory structures may not be located in the front or side yard and must provide the same setback as required for the principal structure.

(2) Boardwalk District

a. Accessory structures may not be located in front yard and must provide the same setback as required for the principal structure.

(3) John's Pass Resort, Transitional, and Low Intensity Mixed Use Districts

a. *Lots not on water.* Accessory structures may not be located in the front yard and must provide a five-foot side and rear setback.

b. *Lots on water.* Accessory structures must provide the same setbacks as are required for the principal structure.

~~Accessory structures may not be located in front yards in C-1, tourist commercial zones.~~

~~(1) *Lots not on water.* For lots not on water in C-1, tourist commercial zones, accessory structures may be located in side yard, but must provide a five-foot minimum side setback. If the accessory structure is located in the rear yard, a~~

~~minimum of two and one-half-foot setback must be provided to allow for vegetation control.~~

~~(2) *Lots on water.* Accessory structures on lots on water in C-1, tourist commercial zones must provide the same setbacks as are required for the principal structure.~~

Section 2. That Section 110-480 of Chapter 110 (Zoning), Article VI. (Supplementary District Regulations), Division 4. (Accessory Structures) of the Land Development Regulations of the City of Madeira Beach is hereby amended to read as follows:

Sec. 110-480. ~~C-2, John's Pass marine commercial zone.~~ Reserved.

~~Accessory structures may not be located in front yards in the C-2, John's Pass marine commercial zone. Accessory structures in the C-2, John's Pass marine commercial zone must provide the same side and rear setbacks as are required for the principal structure.~~

Section 3. That Section 110-485 of Chapter 110 (Zoning), Article VI. (Supplementary District Regulations), Division 4. (Accessory Structures) of the Land Development Regulations of the City of Madeira Beach is hereby amended to read as follows:

Sec. 110-485. Maximum size and quantity in C-1, ~~C-2,~~ C-3 and C-4 ~~zones~~ Zoning Districts.

The maximum size for an enclosed accessory structure is 8 feet wide by 12 feet long by ~~ten~~10 feet high. Properties may only have two enclosed and two open accessory structures. The total maximum size for all open accessory structures on the property is four percent of the total land area of the lot. The maximum height for an open accessory structure is 20 feet. Accessory structures for working waterfronts or marina uses, which are required by federal, or state regulations do not count towards the number of structures and may exceed the maximum size with documentation that the additional size is required to maintain compliance.

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

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

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

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

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

PASSED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, THIS _____ day of _____, 2025.

_____
Anne-Marie Brooks, Mayor

ATTEST:

_____
Clara VanBlargan, MMC, MSM, City Clerk

APPROVED AS TO FORM:

_____
Thomas J. Trask, City Attorney

PASSED ON FIRST READING: _____

PUBLISHED: _____

PASSED ON SECOND READING: _____

Business Impact Estimate

Proposed ordinance's title/reference:
Ordinance 2025-10: Accessory Structures

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[1] for the proposed ordinance, but the City of Madeira Beach is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

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

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

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

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

Ordinance 2025-10: Accessory Structures amends the Madeira Beach Code of Ordinances to regulate accessory structures in the C-1 John's Pass Village Activity Center Zoning District and removes references to C-2, John's Pass Marine Commercial Zoning District.

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 foreseen direct economic impact of the proposed ordinance.

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

No foreseen impact on businesses with the proposed ordinance.

4. Additional information the governing body deems useful (if any): *The requirements for accessory structures in the C-1 Zoning District will be regulated by character districts.*

FORWARD PINELLAS
P: (727) 464.8250
F: (727) 464.8212
forwardpinellas.org
310 Court Street
Clearwater, FL 33756

February 18, 2025

Jenny Rowan, CFM
Community Development Director
City of Madeira Beach
300 Municipal Drive
Madeira Beach, FL 33708

RE: Review of ordinances from the City of Madeira Beach (Ordinances 2025-09, 2025-10, and 2025-11)

Dear Jenny,

Thank you for submitting the proposed amendments to the Madeira Beach Code of Ordinances, regarding the John's Pass Village Activity Center zoning district and restrictions on the sale of alcoholic beverages. The amendments are consistent with the Countywide Rules, with comments as follows:

- These ordinances address zoning district classifications, setback requirements for accessory structures, and restrictions on the sale of alcoholic beverages in various districts, aligning with the Countywide Rules and current planning practices.

We recognize that the consistency process is an ongoing one, and if either the County or Forward Pinellas staff has failed to note a matter governed by the consistency process in the course of this review, we will be happy to work with you to resolve any such matter as may be necessary.

If you have any questions, please feel free to call me at 727-464-5679 or email me at ewennick@forwardpinellas.org.

Sincerely,

Emma Wennick

Emma Wennick
Program Planner

Memorandum

Meeting Details:	March 12, 2025 – Planning Commission Meeting
Prepared For:	Honorable Mayor Brooks and the Board of Commissioners
Staff Contact:	Community Development Department
Subject:	Ordinance 2025-11: Alcoholic Beverages, 1st Reading and Public Hearing

---

Background

The John's Pass Village Activity Center was adopted for the Countywide Plan Map, Madeira Beach Comprehensive Plan, and Madeira Beach Land Development Regulations. In 2024 the C-1 Tourist Commercial Zoning District was renamed the John's Pass Village Activity Center Zoning District (Ordinance 2024-10), the John's Pass Activity Center was then rezoned to C-1 Zoning District (Ordinance 2024-11), and Ordinance 2024-12 deleted the C-2 Zoning District.

Discussion

The Alcoholic Beverages Division in the Land Development Regulations references all Zoning Districts. The John's Pass Village Activity Center area had a variety of zoning districts prior to rezoning to C-1. Ordinance 2025-11 memorializes the alcoholic beverage uses prior to the 2024 rezoning in each character district, includes PD zoning district, updates the city manager pronoun from strictly him, and classifies what is an alcoholic beverage expansion and site plan requirements.

Fiscal Impact

N/A

Recommendation(s)

Planning Commission and City Staff recommends the approval of Ordinance 2025-11.

Attachments/Corresponding Documents

- Ordinance 2025-11: Alcoholic Beverages
- Ordinance 2025-11: Alcoholic Beverages Business Impact Statement
- Forward Pinellas Review Letter

ORDINANCE 2025-11

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

WHEREAS, Ordinance 2024-09 established the C-1, John's Pass Village Activity Center Zoning District which includes Character Districts to further define permitted uses and unique development patterns in the John's Pass Village Activity Center; and

WHEREAS, Chapter 110 – Zoning Article VI. - Supplementary District Regulations Division 6. Alcoholic Beverages does not reference the Character Districts in the C-1, John's Pass Village Activity Center Zoning District; and

WHEREAS, Chapter 110 – Zoning Article VI. - Supplementary District Regulations Division 6. Alcoholic Beverages does not reference alcohol use regulations for properties zoned PD, Planned Development; and

WHEREAS, Ordinance 2024-12 deleted the C-2, John's Pass Commercial Zoning District; and

WHEREAS, City staff has recommended revising Division 6 Alcoholic Beverages to reflect the changes made by Ordinances 2024-09 and 2024-12; and

WHEREAS, the recommended amendments to the Land Development Regulations was presented to and reviewed by the Planning Commission at a public hearing; and

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

WHEREAS, the Board of Commissioners received input from the public at two public hearings to consider the approval of the recommended changes and the adoption of this ordinance.

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

Section 1. That Chapter 110 (Zoning) Article VI. (Supplementary District Regulations) Division 6. (Alcoholic Beverages) of the Land Development Regulations of the City of Madeira Beach is hereby amended to read as follows:

Sec. 110-526. Definitions.

The following words, terms and phrases when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Alcoholic beverage means the same as defined in Florida Statutes § 561.01 (~~2001~~2024).

Beer means the same as defined in Florida Statutes § 563.01 (~~2001~~2024).

Establishment means a building or other structure within which business is conducted on a regular basis.

Liquor means the same as defined in Florida Statutes § 565.01 (~~2001~~2024).

Sale of alcoholic beverages means both sale for the purpose of on the premises consumption and package sales unless the context clearly indicates otherwise.

Wine means the same as defined in Florida Statutes § 564.01 (~~2001~~2024).

Sec. 110-527. Classifications.

(a) *Package store, beer and wine.* A package store, beer and wine, is an establishment where beer and wine are sold in sealed containers only for consumption off the premises.

(b) *Retail store, beer and wine.* A retail store, beer and wine, is an establishment where beer and wine are sold in sealed containers only for consumption off the premises

and more than 50 percent of the establishment's gross sales are attributable to the sale of nonalcoholic items.

(c) *Package store, beer, wine and liquor.* A package store, beer, wine and liquor, is an establishment where beer, wine and liquor are sold in sealed containers only for consumption off the premises.

(d) *Restaurants.* A restaurant is an establishment where beer, or beer and wine, or beer, wine and liquor are sold for consumption on the premises, or for consumption on the premises and package sales, in connection with a restaurant business wherein the combined gross sales of the business operation are more than 60 percent attributable to the sale of food and nonalcoholic items.

(e) *Bar.* A bar is an establishment where beer, or beer and wine, or beer, wine and liquor are sold for consumption on the premises, or for consumption on the premises and package sales.

(f) *Club.* A club is an establishment which is a chartered club where beer, wine and liquor are sold or offered to members for consumption on the premises only and such beer, wine and liquor cannot be sold over the counter to nonclub members.

(g) *Charter boats*. A charter boat is a vessel primarily engaged in the business of taking passengers for hire where beer, or beer and wine, or beer, wine and liquor are sold for consumption while the vessel is engaged in the transportation of passengers, and more than 50 percent of the business income is derived from the sale of nonalcoholic items or the transportation of passengers.

Sec. 110-528. Prohibition.

No premises shall be used, nor a use or occupancy permit issued for the sale of alcoholic beverages, for package sales, or for on the premises consumption, unless approved by the board of commissioners pursuant to the provisions of the land development regulations. All applications under the land development regulations shall be considered at a regular meeting of the board of commissioners.

Sec. 110-529. Conformity with city zoning code.

(a) No application for permission to use premises for the sale of alcoholic beverages shall be granted unless the property which is subject to the application is within a zoning district under the city zoning code which permits such uses.

(b) No application for permission to use vessels for the sale of alcoholic beverages shall be granted unless the property to which the boat is docked and from which it boards and unloads passengers is within a zoning district under the city zoning code which permits such use.

Sec. 110-530. Alcoholic beverage districts, restrictions and distance requirements.

(a) *R-1 and R-2 Zoning ~~d~~Districts.* No premises shall be used, nor shall a use and occupancy permit be issued for the sale of alcoholic beverages in any district zoned R-1 or R-2 within the city.

(b) *R-3 Zoning ~~d~~District.* Only restaurant establishments shall be allowed as defined in section 110-527 shall be allowed in any district zoned R-3 within the city.

(c) *C-1, John's Pass Village Activity Center Zoning District.*

(1) *Classification permitted.*

i. *Traditional Village, Boardwalk, Commercial Core, and the east side of Gulf Boulevard Transitional Character Districts*: Package stores (beer and wine, retail stores (beer and wine), package stores (beer, wine and liquor), restaurants, bars and clubs are permitted.

ii. *John's Pass Resort, Low Intensity Mixed Use, and the west side of Gulf Boulevard Transitional Character Districts*: Only restaurants, as defined in section 110-527, establishments shall be permitted.

(2) *Distance requirements*. Except as otherwise provided, no establishment classified as a package store (beer and wine), package store (beer, wine and liquor), club or a bar shall be located within 500 feet of property occupied by an established church, synagogue, temple or place of religious worship, public or private school operated for the instruction of minors, or youth recreation (community) center. The distance provisions shall not apply to restaurants. Furthermore, the distance provision shall not apply to bars or clubs within a hotel of 50 rooms or more.

(3) *Measurement of distance*. The distance set forth in subsection (c)(2) shall be a straight-line distance from the property line occupied by the enumerated uses in subsection (c)(2) and the property line to be occupied by the establishment applying for permission to sell alcoholic beverages.

(d~~c~~) *~~C-1, C-2,~~ C-3, and C-4 Zoning ~~d~~Districts.*

(1) *Classifications permitted.* Package stores (beer and wine, retail stores (beer and wine), package stores (beer, wine and liquor), restaurants, bars and clubs shall be permitted in C-3 and C-4 Zoning Districts. ~~shall be permitted in any district zoned C-1, C-2, C-3 or C-4 within the city~~.

(2) *Distance requirements.* Except as otherwise provided, no establishment classified as a package store (beer and wine), package store (beer, wine and liquor), club or a bar shall be located within 5~~3~~00 feet of property occupied by an established church, synagogue, temple or place of religious worship, public or private school operated for the instruction of minors, or youth recreation (community) center. The distance provisions shall not apply to restaurants. Further the distance provision shall not apply to bars or clubs within a hotel of 50 rooms or more.

(3) *Measurement of distance.* The distance set forth in subsection (d)(2) ~~of this section~~ shall be a straight-line distance from the property line occupied by the enumerated uses in subsection (d)(2) ~~of this section~~ and the property line to be occupied by the establishment applying for permission to sell alcoholic beverages.

(e) PD Zoning District

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

Sec. 110-531. Application for zoning of lot for sale of alcoholic beverages.

Whenever any owner, lessee or tenant desires to have any lot, plot or tract of land zoned for the sale of alcoholic beverages, such a person shall complete and file their application form with the city manager or their ~~his~~ designee ~~designate~~, which application shall contain the following:

(1) The name and address of the applicant, and the owner's written approval if property ownership is other than the applicant. The name and address of the owner of the alcoholic beverage license, if any.

(2) The legal description or survey of property describing the portion of the lot, plot or tract of land to be utilized for the sale of alcoholic beverages.

(3) A site plan shall be submitted with the application which shall show the proposed building location, size and height, off-street parking facilities and ingress and egress from adjoining streets. The applicant shall also submit a frontal (street side) elevation or an architectural rendering or recent photograph of the main structure.

(4) Applications for package stores (beer and wine), package stores (beer, wine and liquor), clubs, and bars, requires a ~~A~~ signed certificate and drawing prepared by a state registered engineer or land surveyor depicting the location of an established church, synagogue, temple or place of religious worship, public or private school operated for the instruction of minors, and youth recreation (community) centers within 500 feet. The drawing shall carry the following certification:

"This is to certify that all the measurements are in compliance with the provisions of this Code and are true and accurate portrayals of all actual distances."

~~This requirement shall also apply only to package stores (beer and wine), package stores (beer, wine and liquor), clubs, and bars.~~

(5) The alcoholic beverage classification desired for the lot, plot or tract shall be one of the classifications set forth in section 110-527.

(6) Payment of the non-refundable application fee listed in the fees and collection procedure manual.

(7) At the time of application, the applicant shall address in writing the five factors enumerated in section 110-532.

Sec. 110-532. Consideration of alcoholic beverage application.

When considering the alcoholic beverage 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.

(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.

(3) Whether or not the proposed use is compatible with the particular location for which it is proposed.

(4) Whether or not the proposed use will adversely affect the public safety.

(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.

Sec. 110-533. Reconsideration of alcoholic beverage zoning.

(a) A similar application for alcoholic beverage zoning denied by the board of commissioners shall not be resubmitted for reconsideration by the board of commissioners within 12 months of the date of the final action on the previous application unless the applicant demonstrates to the board of commissioners that substantial changes have occurred in the property or in the area adjacent to the subject site which would have a bearing on the consideration of the alcoholic beverage zoning of the site.

(b) In the event any applicant shall desire reconsideration under subsection (a) of this section, the applicant shall submit their ~~his~~ application for such alcoholic beverage zoning to the city manager or their designee ~~his designate~~ in the usual manner and pay the application fee listed in the fees and collection procedure manual. If, in the judgment of the board of commissioners, substantial changes have occurred, the board of commissioners shall then set the application for public hearing. In the event of a negative finding by the board of commissioners, the application will not be heard.

(c) An application for alcoholic beverage zoning of lesser intensity will not be deemed a similar application as stated in subsection (a) of this section and such application can be made at any time.

Sec. 110-534. Change of alcoholic beverage zoning.

(a) Properties that are alcoholic beverage zoned cannot change the alcoholic beverage classification to a license providing greater intensity nor provide a change in the nature or use of the property to a different alcoholic zoning classification, nor enlarge the area for the sale of alcoholic beverages without filing a new petition for alcoholic beverage zoning with the board of commissioners in accordance with the requirements contained in this division.

(b) The city manager or their ~~his~~ designee may approve, approve with conditions, or deny alcoholic beverage zoned classification that provides for an alcoholic beverage license of lesser intensity or a reduction in the area used for the sale of alcoholic beverages; when the business establishment already holds an alcoholic beverage license approved by the board of commissioners. The city manager or their ~~his~~ designee shall consider the following factors in the decision:

(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.

(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.

(3) Whether or not the proposed use is compatible with the particular location for which it is proposed.

(4) Whether or not the proposed use will adversely affect the public safety.

(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.

If the requesting party is in disagreement with the decision reached by the city manager or their ~~his~~ designee, an appeal to the board of commissioners is available; and the board of commissioners' decision shall be binding.

Sec. 110-535. Expansion of alcoholic beverage zoning.

Properties that are alcoholic beverage zoned cannot be expanded more than ten percent over the original approved square footage or approved seating count, whichever is more ~~without~~ restrictive without filing a new petition for alcoholic beverage zoning in accordance with the requirements contained in this division. An applicant applying for an expansion that does not require a new petition for alcoholic beverage zoning shall provide a revised site plan showing the expansion. The site plan shall show that the expansion meets all applicable sections of the Madeira Beach Code of Ordinances.

Sec. 110-536. Existing wet zone of properties.

Properties on which the sale of intoxicating beverages are ~~is~~ permitted under any ordinance of the city existing on the effective date of the ordinance from which the land development regulations derived, and which become nonconforming uses by the Code shall be subject to the provisions of the land development regulations pertaining to nonconforming uses.

Sec. 110-537. Revocation of alcoholic beverage zoning.

Any alcoholic beverage zoning may be revoked by the board of commissioners upon finding a violation of the land development regulations, loss of state license, or the failure to conduct the sale of alcoholic beverages for any six-month period as demonstrated by not having a valid city occupational license for such use during this 6-month period. Any

such action shall only be taken after conducting a hearing in the same manner as for the original application. In addition, affected property owners and/or operators shall be notified by certified mail, return receipt requested, which shall be transmitted at least 15 days prior to the scheduled public hearing date.

Sec. 110-538. Record keeping and reporting requirements.

Establishments classified as retail stores (beer and wine), or restaurants shall maintain books and records reflecting the gross sale of food and nonalcoholic items and the gross sale of alcoholic beverages and shall provide such books and records to the city within 30 days upon request. Failure to keep the books and records required in this section shall be adequate grounds for the board of commissioners to revoke the alcoholic beverage zoning classification of the property upon which the business operates.

Sec. 110-539. Application processing and fees.

(a) When and at such time as the application has been accepted, the city clerk shall notify abutting property owners within 300 feet of the property, setting forth the time, date and place of the application consideration by the board of commissioners. This notice will be 15 days prior to the regular meeting of the board of commissioners. Notice shall also be posted on the property itself in the same manner. Failure to notify all of the abutting property owners as shown on the records of the county property appraiser office shall not constitute grounds for re-advertising, conducting additional meetings, and shall not affect any action or proceeding on the application for alcoholic beverage sales.

(b) The city manager or their designee is authorized to charge the application fee listed in the fees and collection procedure manual for processing the application.

Sec. 110-540. Grandfathering business establishments engaged in the sale of alcoholic beverages.

(a) The business establishments engaged in the sale of alcoholic beverages, or for which applications have been filed with the city for permits to engage in the sale of alcoholic beverages, in areas permitted by ordinances existing at the time of the passage of the ordinance from which this chapter is derived where such areas or business establishments do not meet the qualifications of section 110-530 shall be such areas or business established and to continue so long as the occupational license is renewed for each fiscal year (October 1 through September 30) and the state alcoholic beverage license is renewed on a continuous basis from the time of initial approval of the license.

(b) Nothing contained in this section shall be construed to allow any establishment holding a license prior to adoption of the ordinance from which this chapter is derived to change the type of license without meeting all ordinance requirements in effect at the time of the application for a new type of license.

Section2. 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.

Section3. Ordinances or parts of ordinances in conflict herewith to the extent that such conflict exists are hereby repealed.

Section4. 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.

Section5. 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 therein and shall not codify the exordial clauses nor any other sections not designated for codification.

Section6. 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 _____, 2025.

_____
Anne-Marie Brooks, Mayor

ATTEST:

_____
Clara VanBlargan, MMC, MSM, City Clerk

APPROVED AS TO FORM:

_____
Thomas J. Trask, City Attorney

PASSED ON FIRST READING: _____

PUBLISHED: _____

PASSED ON SECOND READING: _____

Business Impact Estimate

Proposed ordinance's title/reference:
Ordinance 2025-11: Alcoholic Beverages

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[1] for the proposed ordinance, but the City of Madeira Beach is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

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

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

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

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

Ordinance 2025-11: Alcoholic Beverages amends Division 6. Alcoholic Beverages to create regulations defined by the Character Districts in the C-1, John's Pass Village Activity Center Zoning District. The references to the C-2, John's Pass Marine Commercial Zoning District will be removed.

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 foreseen direct economic impact of the proposed ordinance.

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

No foreseen impact on businesses with the proposed ordinance.

4. Additional information the governing body deems useful (if any):
The alcoholic beverage requirements in the C-1 Zoning District will be regulated by Character Districts.

FORWARD PINELLAS
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F: (727) 464.8212
forwardpinellas.org
310 Court Street
Clearwater, FL 33756

February 18, 2025

Jenny Rowan, CFM
Community Development Director
City of Madeira Beach
300 Municipal Drive
Madeira Beach, FL 33708

RE: Review of ordinances from the City of Madeira Beach (Ordinances 2025-09, 2025-10, and 2025-11)

Dear Jenny,

Thank you for submitting the proposed amendments to the Madeira Beach Code of Ordinances, regarding the John's Pass Village Activity Center zoning district and restrictions on the sale of alcoholic beverages. The amendments are consistent with the Countywide Rules, with comments as follows:

- These ordinances address zoning district classifications, setback requirements for accessory structures, and restrictions on the sale of alcoholic beverages in various districts, aligning with the Countywide Rules and current planning practices.

We recognize that the consistency process is an ongoing one, and if either the County or Forward Pinellas staff has failed to note a matter governed by the consistency process in the course of this review, we will be happy to work with you to resolve any such matter as may be necessary.

If you have any questions, please feel free to call me at 727-464-5679 or email me at ewennick@forwardpinellas.org.

Sincerely,

Emma Wennick

Emma Wennick
Program Planner

MEMORANDUM

TO: Honorable Mayor and Board of Commissioners

VIA: Robin Gomez, City Manager

FROM: Jay Hatch, Recreation Director

DATE: March 5, 2025

RE: Ordinance 2025-12 Fees and Collection Procedure Manual

Background

Staff have recently reviewed the rental pricing for the Recreation and City Hall Facilities which are available for rental and special event use throughout the year. During the review, staff concluded that there were adjustments which could or needed to be made to simplify the rental process as well as ensure the rental rates were aligned competitively.

Fiscal Impact

Adjusted pricing should result in more utilization of the facilities for rentals and special events.

Recommendation

Staff recommends approval of Ordinance 2025-12.

Attachments

Exhibit A - Fees and Collections manual with proposed fee changes.
Business Impact Estimate

ORDINANCE 2025-12

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

WHEREAS, the City of Madeira Beach adopted Ordinance 2025-08 providing for the amendment of Fees and Collection Procedures Manual; and

WHEREAS, City Staff has reviewed the current provisions of the Fees and Collection Procedures Manual for the City of Madeira Beach and wishes to revise same to provide for the modification of hourly rates and rooms available for rent within the Recreation Center and City Hall and reword the reference to the sales tax collected therefor; and

WHEREAS, City staff wishes to repeal Ordinance 2025-08; and

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

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

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

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

Section 2. Ordinance 2025-08 is hereby repealed.

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

PASSED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, THIS _____ day of _____, 2025.

_____
Anne-Marie Brooks, Mayor

ATTEST:

_____
Clara VanBlargan, MMC, MSM, City Clerk

APPROVED AS TO FORM:

_____
Thomas J. Trask, City Attorney

PASSED ON FIRST READING: _____

PUBLISHED: _____

PASSED ON SECOND READING: _____

Exhibit A
Ordinance 2025-12

FEES & COLLECTION PROCEDURE MANUAL

(Updated Through Ordinance 2025-12)

Office of the City Clerk
Adopted: _____

FEES & COLLECTION PROCEDURE MANUAL

(UPDATED THROUGH ORDINANCE 2025-12)

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

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

SECTION A. What is a public record?

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

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

The Florida Supreme Court has interpreted this definition to encompass all materials made or received by an agency in connection with official business which are used to perpetuate, communicate, or formalize knowledge. *Shevin v. Byron, Harless, Schaffer, Reid and Associates, Inc., 379 So. 2d 633, 640 (Fla. 1980).*
All such materials, regardless of whether they are in final form are open for public inspection unless the Legislature has exempted them from disclosure.
Wait v. Florida Power & Light Company, 372 So. 2d 420 (Fla. 1979)

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

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

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

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

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

requested records. The reason for the request is not required to be disclosed." Fla. R. Jud. Admin 2.420(m)(l). The custodian "is required to provide access to or copies of records but is not required either to provide information from records or to create new records in response to a request." *Commentary, In re Report of the Supreme Court Workgroup on Public Records*, 825 So. 2d 889, 898 (Fla. 2002). The custodian having custody of the records shall determine whether the requested records are subject to the rule, whether there are any exemptions, and the form in which the record is provided. Fla. R. Jud. Adm in. 2.420(m)(2). If the request is denied, the custodian shall state in writing the basis for the denial. *Id.*

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE II. DEVELOPMENT SERVICES

A. General Development Services Fee Structure:

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

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

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

(1) Zoning variances for residential dwelling units (per variance,-up to three units).....$1,800.00

(2) Zoning variances for multifamily, tourist dwellings, or commercial.....$2,000.00

(3) Special exception use $1,800.00

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

(5) After-the-fact variance (double fee) $3,600.00
(Ordinance 2016-06)

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

C. Alcoholic Beverage Permit Application Fee $800.00
(Res. 2012-14, 09/05/2012)

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

(1) Review of construction drawings $500.00

(2) Replat $500.00

(3) Final $500.00

(4) Amendment to a plat $500.00

(5) Minor subdivision $350.00

(6) Lot line adjustments $200.00

(7) Unity of title $100.00

(8) Rescission of unity of title $250.00

E. Vacation. (Not including costs associated with referendum)
(Res. 2016-24, 07/12/2016, Res. 07.14, 06/26/2007; Res. 04.02, 01/27/2004)

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

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

F. Site Plan and Redevelopment Process
Level of site plan review to be determined in accordance with city land development ordinance and interpreted by development review staff.
(Res. 2016-24, 07/12/2016; Res. 07.14, 06/26/2007; Res. 04.02, 01/27/2004)

(1) Minor Site Plan Review $300.00

(2) Intermediate Site Plan Review

a. First Review Site Plan Submittal $1,000.00

(3) Major Site Plan Review

a. First Review Site Plan Submittal.....$2,000.00

(4) Administrative Waiver $500.00

(5) Encroachment Extension.....$1,000.00

G. Zoning/Land Development Regulation Interpretations and Meetings – Base Fee.....$100.00

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

H. Zoning Verification Letter.....$100.00

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

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

I. Land Development Regulations Amendment.....$1,500.00
(Res. 2016-24, 07/12/2016)

J. Land Use Amendment.....$3,000.00
(Res. 2016-24, 07/12/2016; Res. 07.14, 06/26/2007; Res. 04.02, 01/27/2004)

K. Rezoning.....$2,000.00
(Res. 07-14, 06/26/2007)

L. Planned Development (PD) and Planned Development Amendments. (Res. 07.14, 06/26/2007)

(1) Development Meetings-Charged as Plan Review Meetings at the combined hourly rate of all staff assigned by the Planning Director.

(2) Plan Review

a. Preliminary Plan and Standards Review $1,500.00
b. First Plan and Standards Plan Review..... $2,500.00
c. Each Subsequent Submittal $500.00
Plus hourly rate of assigned staff

(3) Minor modifications not requiring full site plan, neighborhood/community meetings or zoning map amendment or amendment of the planned development agreement $1,000.00

(4) Major modifications.....To be charged by the full rate for a new Planned Development.

(5) Development Agreements..... Application fee of $500.00 and charges will include all staff

and consulting time at hourly rates plus benefits and will be paid prior to execution of the Development Agreement Ordinance.

M. Special Agreements (for Development Agreements, see Section L)
(Res. 10.12, 07/20/2010; 07.14, 06/26/2007)

(1) For Board of Commissioner's Approval.....$500.00

**Plus, City Attorney's legal and recording fees; i.e. encroachment(s); use of City parking area, etc.*

(2) For Administrative Review and 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: One Percent (1%) of the Total Project Value, which includes both materials and labor and other related fees). Zero Percent (0%) of the Total Project Value for all Hurricane Helene and Hurricane Milton permit fees for work involving the interior and/or the exterior demolition, repairs, and/or new construction which includes both materials and labor and other related fees resulting from damage by both listed Hurricanes until September 26, 2025.

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

(5) Pre-Permit Plan Review Fee: All plan review fees for large "commercial and residential" building permits including one-and-two family dwellings, townhouses, multifamily units and all commercial projects shall be:
   a. One-and-two family dwellings & townhouses $250.00
   b. Multifamily units & commercial projects $500.00
   c. FEMA - SI/SD projects $250.00
   d. Minimum fee.....$100.00

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

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

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

(8) "After the Fact" permit fee:
a. Shall be **(5)** times the face value of the permit valuation fees.
b. Any subsequent "After-the-fact" permit issued to the same Contractor, Property Owner and/or Homeowner within the following (12) months shall be **(10)** times the normal fees.

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

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

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

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

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

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

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

*This fee shall be waived for all Hurricane Helene and Hurricane Milton permit fees for work involving the interior and/or the exterior demolition, repairs, and/or new construction which includes both materials and labor and other related fees resulting from damage by both listed Hurricanes until September 26, 2025.

U. Impact Fee Schedule

Impact fees were adopted beginning on April 1, 2022, and impact fees are updated annually beginning October 1st each year through fiscal year 2028 in accordance with the schedule below, based on the following amount per sq ft of building area*:

Category or Class	Calculated fee rate multiply by building area						
	FY 2022	FY 2023	FY 2024	FY 2025	FY2026	FY 2027	FY 2028
Culture & Recreation	$3.57	$4.76	$5.94	$7.13	$8.23	$9.52	$11.89
Mobility	$0.45	$0.60	$0.75	$0.90	$1.05	$1.20	$1.50
Public Safety	$0.18	$0.24	$0.30	$0.36	$0.42	$0.48	$0.60
Total	**$4.20**	**$5.60**	**$6.99**	**$8.39**	**$9.70**	**$11.20**	**$13.99**

**Building area refers to the enclosed area of buildings measured in square feet within the city according to the Pinellas County Property Appraiser as provided in the field TOTLVGAREA in the Pinellas County Property Appraiser's Geographic Information System.*

ARTICLE III. FINANCE DEPARTMENT

A. *Credit Card Transaction Convenience Fee* ..... An amount suitable to recover card processing fees charged to the City.

B. *Indebtedness Search*..... $50.00

C. *Returned/unfunded/worthless checks*..... *Pursuant to F.S. §68.065(2)*

D. *Recording of Documents:*

(1) First Page..... $10.00
(2) Each Additional Page..... $8.50

E. *Parking fines and penalties.* Parking fines and penalties shall be as follows:
(Res. 06.29, 11/28/2006; Res. 04.09, 08/10/2004; Code 1983, §5-19; City Ord 2022-23)

(1) Overtime Parking..... $60.00

(2) Double Parking..... $80.00

(3) Parking in a "NO PARKING" Zone..... $90.00

(4) Other Improper Parking..... $90.00

(5) Delinquency Fee (After 15 Days)..... $30.00

(6) Disabled Parking Permit..... *Sec. 66-52(c), Code of Ordinances*

Note: A Parking enforcement officer can ticket every hour for repeat violations.

F. *Special event parking permit (daily permit)*..... $35.00
Special event parking permits and road closure fees established for specified events are listed below with additional events authorized by the City Manager.
(Res. 2014-20, 05/13/2014)

Johns Pass Seafood Festival
Memorial Day
by the BOCC by resolution.
The Fourth of July
Additional event days as authorized

G. *Business Parking Permit (up to 4 permits/month/Business) per month*..... $40.00
Permit for any business with current Local Business Tax Receipt (BTR).

H. *Parking meters city-wide*..... *$4.00/hr*

I. *Overnight Parking*..... *$72.00/day*
up to 7 days. Selective Surface Parking lots from 130th to Kitty Stuart Park.

J. Festival Parking. The City Manager maintains the right to designate festival parking rates for designated special events at his/her discretion. Each special event is subject to review.

K. No operator of a vehicle shall park a vehicle on dirt, grass or landscaped city rights-of-way, medians, swales, or similar areas. The city manager, or designee, may waive this prohibition on a temporary basis where it is determined that such waiver is necessary.

L. Parking Fee Amendment Resolution. In order to adjust parking fees as may be needed due to environmental, economic, or other conditions that may occur during the fiscal year, parking fees can be waived, decreased, or increased at any time during the fiscal year by Resolution of the Board of City Commissioners.

**Note/Clarification: Due to the parking meter fee increasing from $4.00 per hour, the minimum charge for credit cards for half the time or thirty minutes is now $2.00.*

(Res. 04.09, 08/10/2004; Res. 04.02, 01/27/2004)

ARTICLE IV. FIRE DEPARTMENT

A. Fire & Life Safety Inspection

(1) Places of Assembly (Posted Occupant Load):
- a. Up to 49 People $50.00
- b. 50 – 149 People $100.00
- c. 150 People or More $150.00

(2) Residential structures, hotel/motel, timeshare, rentals/resort rentals (5 units or greater)
- a. 5 – 10 Units $100.00
- b. 11 – 20 Units $150.00
- c. 21 – 49 Units $200.00
- d. 50 or More Units $350.00

(3) Automotive and/or Marine Service or Storage Facilities $200.00

(4) Automotive and/or Marine Fueling Facilities $200.00

(5) Standalone Single Business:
- a. Up to 2,499 sq. ft $50.00
- b. 2,000 or more sq. ft $100.00

(6) Multiple Commercial/Businesses:
- a. Unoccupied, per suite $25.00
- b. Occupied, per suite $50.00

(7) Storage Facilities
- a. Up to 4,999 sq. ft $100.00
- b. 5,000 or more sq. ft $200.00

(8) Subsequent Fee for Each Return Inspection for Compliance $30.00

(9) Fire Department Red Tag/Stop Work Order $50.00

B. Fire Plan Review and Correlated Inspection(s)

(1) For Site Plans and Building Plans $0.05/sqft

(2) Other fire plans review (fire alarm, fire suppression, etc.) $250.00

(3) Failed inspections(s) (per each inspection).....$50.00

C. CPR Classes.

(1) Resident $25.00

(2) Non-resident.....$50.00

D. Fire Engine Rental for Fire System Testing and/or Certification.

(1) First 4 Hours.....$1,000.00

(2) Each Additional Hour $250.00

(Res. 08.10, 09/23/2008)

E. Special Event Fee

(1) Fire Rescue Special Event (per Hour) $125.00

(2) Equipment Service Fee; Fuel, Oil, Maintenance, etc. (per unit per day).....$50.00

(3) Special Event Inspection; Cooking Tents, Food Trucks, etc. (per event).....$100.00

F. Short Term Vacation Rental Inspection - Annual (Air BNB, VRBO, etc.)..... $100.00

ARTICLE V. PARKS & RECREATION

(Res. 2016-24, 07/12/2016; Res. 2016-03, 02/09/2016; Res. 2015-21, 08/11/2015; Res. 2015-09,03/10/2015; Res. 2014-53, 12/10/2014; Res. 10.05, 03/23/2010; Res. 09.09, 09/21/2009; Res. 07.14,06/26/2007; Res. 05.20, 09/14/2005; Res. 06.23, 09/13/2005; Code 1983 §19-508)

A. Recreation.

(1) Adult Sports Registration:

a. Rate determined by sport, competitive analysis, and cost recovery.

i. Resident/Non-Resident Pricing model will be utilized.

(2) Youth Sports

a. Rate determined by sport, competitive analysis, and cost recovery.

i. Resident/Non-Resident Pricing model will be utilized.

(3) After-School Program (will take effect August 1, 2020):

a. Resident *(daily)* $9.00

b. Non-Resident *(daily)* $12.00
c. City Employee *(daily)* $9.00

(4) Summer Camp Program:
a. Resident Rate by Session:
i. Session 1 ..... $500.00
ii. Session 2 ..... $500.00
iii. Full Summer Session $1,000.00
iv. Individual Weekly Rate $150.00
b. Non-Resident Rate by Session:
i. Session 1 ..... $625.00
ii. Session 2 ..... $625.00
iii. Full summer session $1,250.00
iv. Individual weekly rate $200.00
c. City Employee ..... Free

(5) Fitness Classes
a. Contracted Recreation Instructors will agree to a 75% and 25% contract split with the City for their services.
b. Recreation Director may negotiate class rate based upon needs/uses of recreation facilities as well as class supply requirements.

B. Recreation Center and City Hall Rentals.
(Res. 2016-24, 07/12/2016; Res. 2015-21, 08/11/2-15; Res. 2014-53, 12/20/2014)

(1) Monday – Thursday rental period. Rental hours must include set-up and breakdown for all vendors and guests. Rental includes use of contracted space, set-up/breakdown of tables and chairs, banquet kitchen (if applicable), and cleaning fee. ~~The 6.5% sales tax is included in hourly rates.~~ In addition to the hourly rental rates, the City will also collect all required sales tax. 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.~~i. Boca View Hall w/ patio (*security deposit $200.00*.00) ..... $~~100.00~~200.00 /hr.
~~iii.~~ii. Ocean Walk Room (*security deposit $200.00)* $~~50.00~~100.00/hr.
~~iv.~~iii. ..... Starboard Room (*security deposit $200.00)* ..... $50.00/hr.
~~v.~~iv. ..... 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~~250.00/hr.
(includes use of outside deck & restrooms)

ii. Commission Chambers* (*security deposit $200.00)*
$~~200.00~~100.00/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.~~ In addition to the hourly rental rates, the City will also collect all required sales tax. 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.~~i. Boca View Hall w/ patio *(security deposit $200.00)*
$~~150.00~~225.00/hr.

~~iii.~~ii. Ocean Walk Room *(security deposit $200.00)*
$~~75.00~~125.00/hr.

~~iv.~~iii. ..... Starboard Room *(security deposit $200.00)*.....$75.00/hr.

~~v.~~iv. ..... 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~~275.00/hr.
(includes use of outside deck & restrooms)

ii. Commission Chambers* (*security deposit $200.00)*
$~~250.00~~125.00/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. $100.00 ~~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. For a resident, occupant or owner of a premises in the city to qualify for the declared disaster sanitation fee the following requirements must be met: (1) the premises must have a structure on it that is rendered unoccupied and uninhabitable due damage sustained from Hurricanes Helene or Milton; (2) there must be an active city permit for demolition or remodel/repair of the structure; (3) the resident, occupant or owner must complete an on-line application and receive approval of that application by the City in writing; (4) the resident, occupant or owner must not be residing on the premises. This requirement, for example, prohibits the resident, occupant or owner from residing in the structure, tent, camper, recreational vehicle or other living quarters whether temporary or permanent; (5) the resident, occupant or owner may not place any trash, trash container, debris, equipment, or other materials at curbside for city sanitation collection or removal. Upon approval of the declared disaster sanitation fee application the City will remove city issued trash and recycling containers. 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
      - Each additional cart per month..... $14.00

ii. 96 Gallon Cart.....$45.74
- Each additional cart per month.....$14.00

iii. Declared Disaster Sanitation Fee.....$10.00

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
- 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 ofproperty.

(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.

ARTICLE VII. MADEIRA BEACH MUNICIPAL MARINA

A. Vessel inspection.

(Code 1983, Chapter 19, Article VII)

Live-aboard vessels desiring to stay beyond ten days will be required to obtain a no- fee annual permit and pay a vessel inspection fee of $25.00

B. Madeira Beach Municipal Marina fees

(Res 2016-03, 02/10/2016)

The marina maintains the ability to adjust the rates below to account for changes in the sales tax Rates during the fiscal year; allowing for payments to stay consistent until this manual is updated and approved by the Commission. Employees receive the same rates as residents. The marina staff can issue transient slip discount coupons up to 20% off through online booking sites as a marketing tool. Discounts will be for off peak times.

Fees for the Madeira Beach Municipal Marina shall be as follows (each of these fees are subject to all applicable sales taxes):

(1) Transient Wet Slip per day.....$2.10/foot/day

(2) Transient Wet Slip per week.....$11.00/foot/week

(3) Transient Dry Storage
   a. Regular per day $28.04/day
   b. Holidays and/or weekends per day.....$37.38/day

(4) Transient Dry Storage.....$257.01 /month

(5) Wet Slip non-Live-aboard $13.50/foot/month

(6) Boat Lift $17.00/foot/month

(7) Commercial non-live-aboard wet slip..... $14.50 /foot/month

(8) Wet Slip Live – aboard $20.00/foot/month

(9) Dry Storage – under 26' boat length.....$172.90/month

(10) Dry Storage – 26'+ boat length $210.28/month

(11) Resident Dry Storage *(Limited to Madeira BeachResidents Only)* $130.84/month

(12) Dry storage for non-motorized boat*.....$28.17/month
   a. **Kayaks, canoes, and small boat that can be carried by one (1) person.*

(13) Boat Ramp Fees
   a. Launch $4.67/day
   b. Launch and Park $14.02/day
   c. Holiday Launch and Park $18.69/day
   d. Resident Launch (New).....$1.87
   e. Resident Launch & Park (New) $9.35

(14) Late Fee $30.00

(15) Residents with recreational vehicles and motor homes and boat displaced by City Road and/or Stormwater construction will be provided free storage space for those vehicles.

(16) Fuel Discounts -Maximum discount per gallon $0.30/gal
   a. Commercial $0.20/gal
   b. Gulf of Mexico Commercial FishingFleet 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 2025-12

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

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[1] for the proposed ordinance, but the City of Madeira Beach is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
  a. Development orders and development permits as those terms are defined in Section 163.3164, Florida Statutes, and development agreements as authorized by the Florida Local Government Development Agreement Act under Sections 163.3220-163.3243, Florida Statutes;
  b. Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party;

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

c. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
d. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
e. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

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

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):
Proposed ordinance updates the Fees and Collection Procedures Manual, specifically fees related to facility rentals in the Recreation Center and City Hall. Update eliminates redundancies, simplifies pricing, and brings pricing in line with similar facilities. The public purpose is to enhance transparency in the fee schedule and increase access to the facilities which are available.

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.

Proposed changes should translate to an increased numbers of rentals and uses of the facility. Related increase would increase the annual revenue captured by facility rentals for the Recreation Department.

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

5-10 businesses may be impacted. There are not very many rental facilities in our direct area and most rentals are done so by individuals wishing to utilize the facility.

4. Additional information the governing body deems useful (if any):
The City of Madeira Beach solicited feeback from previous facility users and other stakeholders. Additionally, research was conducted to compare current rates with similar facilities in the area.

Memorandum

Meeting Details: February 26, 2025

Prepared For: Mayor & Board of Commissioners

From: Megan Wepfer, Public Works Director

Subject: Johns Pass North Jetty Mobility Mat

Background

Staff met with U.S. Army Corp staff on December 12, 2024, to discuss permitting needs to replace the sidewalk on the Johns Pass North Jetty. During the meeting Army Corp staff verbally deemed the replacement as exempt as the project is above the mean high tide line (MHTL) and will not change the original state of the jetty (rocks). At the direction of U.S. Army Corp., staff completed a permit application for exemption on December 16, 2024, and submitted via email. Confirmation from U.S. Army Corp stating the project has been assigned to staff on December 31, 2024, and to wait 20 days before reaching out. On January 10, 2025, U.S. Army Corps Tampa Permit section relayed that the project area was more than 100 feet away from the federal channel, so a 408-section permit was not needed. On January 14, 2025, Pinellas County Staff reached out to Ashleigh Fountain, Project Manager for U.S. Army Corps of Engineer Jacksonville District asking about a Section 408 permit being needed for this project and received word back on January 30, 2025, that the project will need a 408 permit.

A meeting was held on January 9, 2025, with Pinellas County Staff to discuss the replacement of the sidewalk that sits atop the jetty. County staff have asked to see the design plans to make the determination if a permit will be required. Pinellas County staff mentioned that if the sidewalk sits in the same footprint, they do not believe that a permit will be needed but will require the city to sign a sidewalk agreement. This sidewalk agreement will determine that the city will be solely responsible for all maintenance and liability of the sidewalk. As of 2-13-25 staff has not received any sidewalk agreement from Pinellas County.

January 10, 2025, FDEP confirmed that a permit will be required for the reconstruction of the sidewalk. the design is completed staff will send over to FDEP to indicate whether a field permit can be issued for the work or if a permit application will need to be submitted for review through the Costal Construction Control Line permitting office.

As mentioned in the BOC regular meeting on January 8, 2025, staff has received a quote for a Mobi Mat of 120 ft X 6.5 wide for $6,205.00. The mobi mat will act as a temporary mobility area for residents and visitors to be able to walk out to the beach area with more ease. This mat will sit just north of the rocks on top of the sand.

AccessRec is another supplier for mobility mats and has reached out and supplied a quote for a 6-foot wide by 120ft Blue mat for a cost of $4,963.34. This mat is woven differently than the mobi mats and has a savings of $1,241.66.

Fiscal Impact

The fiscal impact for a temporary mobility mat is $4,963.34. Staff is awaiting final design to be able to estimate the repair cost of the permanent sidewalk.

Recommendation(s)

Staff Recommends approval to purchase a 120ft Access Rec mat for the amount of $4,963.34 to place on the sand to help with mobility to the beach.

Attachments

- Mobi Mat Quote
- Accessrec quote

Quote

Deschamps Mats Systems, Inc.
218 Little Falls Rd, #12
Cedar Grove, NJ 07009

Date	Quote #
1/13/2025	E11368

Customer	Ship To
Madeira Beach 300 Municipal Dr. Madiera Beach, FL 33708	Madeira Beach 503 150th Ave. Madeira Beach, FL 33708 Megan Wepfer (727) 543-8154

Terms	Rep	FOB	Quotation valid until
Net 30	JGSPR	New-Jersey	3/30/2024

Item	Description	Qty	Cost	Total
300267-3040	Mobi-mat (RecPath) AFX blue jay 6.5' x 100' 2h 20'' staples + spikes	1	5,199.00	5,199.00
300265-1520	Mobi-mat (RecPath) AFX blue jay 6.5' x 20' 2h 20'' staples + spikes	1	1,399.00	1,399.00
DISCOUNT	Discount		-727.00	-727.00
DELIVERY FL	Boxing/crating, Shipping, Handling, Delivery		334.00	334.00

Freight Quote is an estimate only and may be subject to change at time of shipment

Subtotal $6,205.00

If authorized by your terms of sales or approved by your representative your signature below will act as consent to proceed with this order as quoted and will become a binding agreement to purchase.
Credit Card Payments will be assessed a 3.5% fee.

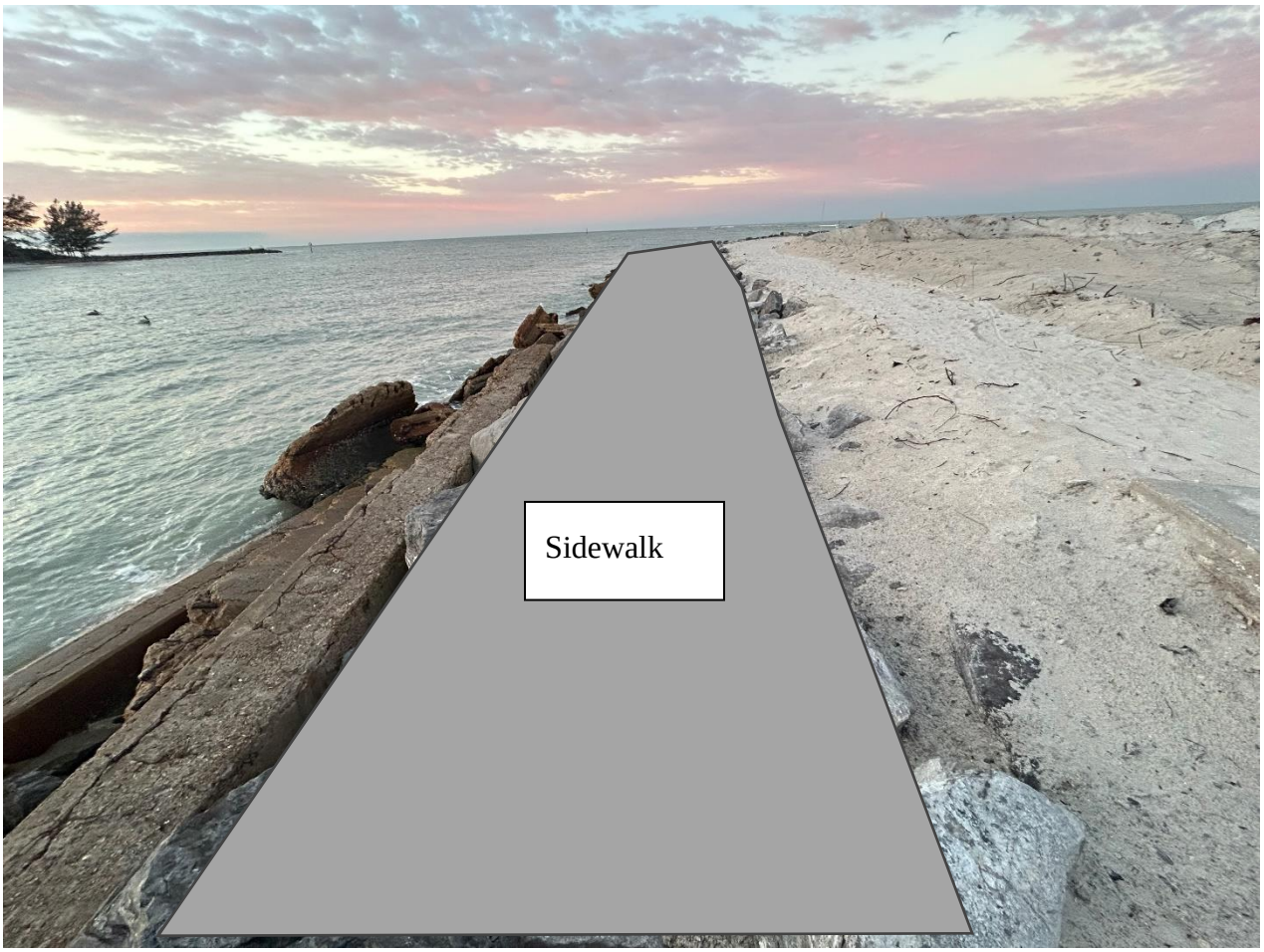
Sales Tax (0.0%) $0.00

Total $6,205.00

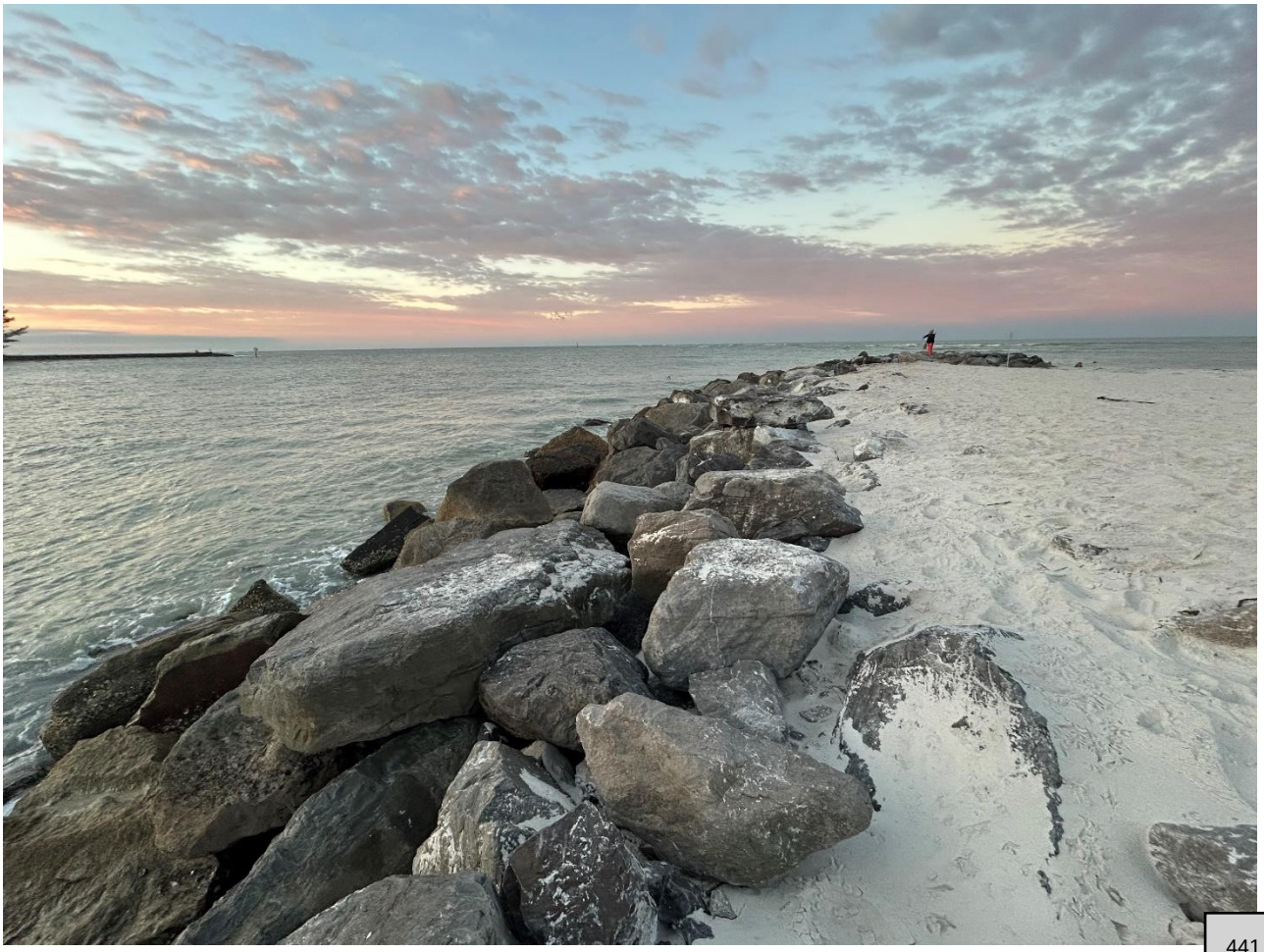
Currency Shown in U.S. Dollar - Foreign customers please remit payment in USD to avoid re-invoicing of any exchange rate loss or fees.

Signature

_____


Sidewalk

120FT X 6.5FT Mobi Mat
120FT X 6FT ACCESS REC



ACCESSREC

67 Sand Park Road - Suite A

Cedar Grove, NJ 07009 +19739550514 sales@AccessRec.com www.accessrec.com

Estimate

ADDRESS
Magan Wepfer
City of Madeira Beach
Municipal Dr,
Madeira Beach, FL 33708
C: 727-543-8154
United States

SHIP TO
Magan Wepfer
City of Madeira Beach
150th Ave
Madeira Beach, FL 33708
C: 727-543-8154
United States

ESTIMATE # 2546 **DATE**
01/27/2025 **EXPIRATION DATE**
02/27/2025

PAYMENT TERMS
Day Net

SALES REP.
SJ

SKU	ITEM	QTY	UNIT COST	AMOUNT
AM6-100-BL	**ACCESSMAT® BLUE 6x100 KIT** NON WOVEN recycled polyester roll out mat 6' x 100' - Blue color Incl. stake & strap & cap & plug & alu. connector Ltd. Warranty 5 Yrs. Avoid installing ACCESSMAT® on slopes greater than 5%.	1	4,569.00	4,569.00
AM6-CUST-BL	**ACCESSMAT® BLUE 6xCUST KIT** NON WOVEN recycled polyester roll out mat 6' x 20' Cust. Length - Blue color Incl. stake & strap & cap & plug & alu. connector Ltd. Warranty 5 Yrs. Avoid installing ACCESSMAT® on slopes greater than 5%. Forklift on site	1	1,284.00	1,284.00

*FOB Madeira Beach, FL 33708
* Preferred payment by check.
* 3.5% convenience fee with Credit Card or PayPal payment.
* Wire transfer fee should be covered with the transfer.

SUBTOTAL	5,853.00
DISCOUNT 22%	-1,287.66
SHIPPING	398.00
TOTAL	**$4,963.34**

NO REFUNDS, EXCHANGES, OR RETURNS. ALL SALES ARE FINAL.

Accepted By

Accepted Date

THANK YOU FOR SPREADING HAPPINESS!

DSK Law
de Beaubien, Simmons, Knight, Mantzaris & Neal, LLP
Orlando | Tampa | Tallahassee | Melbourne

609 West Horatio Street
Tampa, Florida 33606
(813) 251-5825

February 12, 2025

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 $210 per hour plus costs for each actual attorney hour

worked and $65 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.

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: 2/12/25

CITY OF MADEIRA BEACH, FLORIDA,

By: _____
Print Name: Robin I. Gomez
Date: 2-14-25

MEMORANDUM

TO: Board of Commissioners

FROM: Robin I. Gomez, City Manager

DATE: March 12, 2025

RE: CAP GOVERNMENT – Agreement for Building Department Services

Background

The City spoke with three (3) firms to solicit Building Department professional services including building official, remote plan review, inspections, floodplain work, and other similar services. Staff recommended using an existing contract (piggybacking) with the City of Dania Beach, FL, to utilize CAP Government.

Discussion

To continue with our existing storms recovery specifically building and community development services upon the exit of our City's building official, staff is utilizing an existing government contract, CAP Government, to serve as our building official as well as to provide needed additional services (i.e., inspections).

We are 'piggybacking' on existing agreement utilized by the City of Dania Beach, FL, with the listed firm (copy enclosed).

CAP Government staff began last Monday, Feb 17, providing various services including building official and building inspections.

We anticipate using the listed firm until a permanent building official is hired within the next 1-2 months.

FIRST RENEWAL OF AGREEMENT BETWEEN THE CITY OF DANIA BEACH, FLORIDA AND C.A.P. GOVERNMENT, INC., A FLORIDA CORPORATION FOR SUPPLEMENTAL BUILDING DIVISION SERVICES

This is First Renewal of an Agreement (the "Renewal"), which Agreement dated May 22, 2020 (the "Agreement") exists between the City of Dania Beach, Florida, a Florida municipal corporation (the "City") and C.A.P. Government, Inc., a Florida corporation (the "Contractor") with an address of 100 Southeast 12th Street, Fort Lauderdale, Florida 33316, for providing Supplemental Building Division services.

A copy of the Agreement is attached as Exhibit "A", which is made a part of and incorporated into this First Renewal by this reference. The City and Contractor wish to renew the Agreement for one (1) two (2) year period as allowed for in Exhibit "A". This Renewal is retroactive to May 22, 2023 up to and including May 21, 2025.

In consideration of the mutual covenants, terms and conditions contained in the Agreement and in this Renewal of it, and for other good and valuable consideration, the adequacy and receipt of which are acknowledged and agreed upon, the parties agree to the following:

1. That this Renewal is retroactive to May 22, 2023, immediately upon its execution by both parties.
2. That the Agreement is renewed and it shall remain in effect up to and including May 21, 2025.
3. That in all other respects, the Agreement is ratified and reaffirmed and remains in full force and effect.

IN WITNESS OF THE FOREGOING, the parties have executed this Renewal on July 31, , 2023.

CITY:

ATTEST:

Elora Riera
Digitally signed by Elora Riera
Date: 2023.07.31 16:49:17 -04'00'

ELORA RIERA, MMC
CITY CLERK

CITY OF DANIA BEACH, FLORIDA,
a Florida municipal corporation

Archibald J. Ryan IV
Digitally signed by Archibald J. Ryan IV
Date: 2023.07.31 16:49:57 -04'00'

ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

Eve A. Boutsis
Digitally signed by Eve A. Boutsis
Date: 2023.07.31 08:34:28 -04'00'

EVE A. BOUTSIS
CITY ATTORNEY

Candido Sosa-Cruz
Digitally signed by Candido Sosa-Cruz
Date: 2023.07.31 16:41:32 -04'00'

CANDIDO SOSA-CRUZ, ICMA-CM
ACTING CITY MANAGER

CONTRACTOR:
C.A.P. Government, Inc. a Florida Corporation

ATTEST:

Signature

Carlos A. del Pino
PRINT Name

Signature

Carlos A. Penin
PRINT Name

President
TITLE

STATE OF FLORIDA)

COUNTY OF Miami-Dade)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or by ☐ online notarization, on July 25, 2023, by Carlos A. Penin, as President of C.A.P. Government Inc., a Florida corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ as identification.

Notary Public, State of Florida

Melissa Martinez
Print Name

My Commission Expires: 10/25/2024

Notary Public State of Florida
Melissa Martinez
My Commission HH 056819
Expires 10/25/2024

PROFESSIONAL SUPPLEMENTAL BUILDING DIVISION SERVICES SERVICE AGREEMENT

THIS IS A PROFESSIONAL BUILDING DIVISION SUPPLEMENTAL SERVICES AGREEMENT (the "Agreement"), made and effective on May 22, 2020, between the City of Dania Beach, Florida, a Florida municipal corporation (the "City") located at 100 West Dania Beach Boulevard, Dania Beach, Florida 33004 and C.A.P. Government, Inc., a Florida corporation ("CAP") with a mailing address of 100 Southeast 12th Street, Fort Lauderdale, Florida 33316.

In consideration of the mutual covenants, terms and conditions contained in this Agreement, and other good and valuable consideration, the adequacy and receipt of which are acknowledged and agreed upon, the parties agree to the following:

The City engages CAP to act for it in accordance with this Agreement, and CAP accepts such engagement and agrees to provide the services set forth in it. All bid documents and CAP's response to them are incorporated into this Agreement by this reference; provided, however, if there is a conflict between them and any provisions of this Agreement, then this Agreement shall control.

1.0 REQUIREMENTS

CAP will provide supplemental Building Division services as indicated below:

1.1 CAP will ensure the availability of qualified and experienced personnel to provide plan review, inspection, and administrative services and such personnel will provide prompt, courteous, efficient and effective services to all clients and citizens.

1.2 CAP will provide stability and continuity of personnel and services in the City Building Division.

1.3 CAP will ensure the availability of extra personnel if and when required, in the case of emergencies and other related assignments.

1.4 To assure the City that services will be rendered CAP agrees that its responsibilities to its employees are to:

(a) employ and pay sufficient staff in order to provide the services to the reasonable satisfaction of the City.
(b) ensure that all persons employed by CAP in connection with the provisions of the services shall be efficient, free from the influence of alcohol or drugs, honest and shall be qualified to provide the services, including, but not limited to possessing the ability to administer first aid, including CPR.
(c) ensure that CAP's employees undergo such training as may be necessary to enable them to carry out their respective duties in accordance

with this Agreement and to provide pleasant, courteous and conscientious service to the residents, contractors and developers of the City.

(d) provide adequate supervision and coordination of CAP's employees and ensure that the employees shall abide by the rules, regulations and guidelines set from time to time by the City. CAP will replace, re-assign or shall cease to assign to City any person if reasonable objection is taken by City to any such person's employment.

(e) ensure that CAP's employees while on duty are dressed in proper uniform and carry identification badges. The uniforms shall be supplied by CAP. A badge shall be worn at all times and identify each employee by his or her first name.

(f) ensure that no duties, obligations or services are delegated or subcontracted without the advance written approval of the City.

1.5 CAP will establish a drug-free workplace by requiring drug screenings of all new employees and allow for random drug testing to the extent permitted by law. Drug testing will be at the expense of CAP and shall be administered in accordance with applicable Florida statutes and related laws.

1.6 During the term of this Agreement, CAP shall be an independent contractor and not the agent or employee of the City. In such capacity, CAP will bear exclusive responsibility for the payment of the remuneration and any insurance contributions with respect to CAP's employees. The parties are not partners or joint venturers, nor is CAP or any of CAP's employees authorized to act as the agent of the City. The individuals assigned to work by the City will be employees of CAP and shall be subject to the written acceptance of their assignment to the City.

2.0 SCOPE OF SERVICES

2.1 Services include but are not limited to: plans examination, inspections and administrative duties related to the implementation and enforcement of the Florida Building Code, City Codes and other applicable Broward County, State of Florida and federal regulations.

2.2 Other related services may involve engineering, floodplain management, zoning and landscape professional services as required by the City. Personnel for these services shall be certified by applicable professions and agencies.

2.3 Administrative personnel shall be experienced in building code and community development responsibilities.

2.4 Electronic Plan Review (EPR) services are to be provided with applicable software. The EPR software integrated with Bluebeam software is preferred.

2.5 Other related assignments and services may be performed as directed by the City; e.g., post disaster services, staffing for and emergency operations center (EOC), support of cases brought to the Broward County Unsafe Structure Board, Building Official services, City building assessments, governmental coordination, and act as the City Americans with Disabilities Act (ADA) coordinator.

3.0 FEES

3.1 The fees to be paid are set forth in Exhibit "A", a copy of which is attached to and incorporated into this Agreement by this reference.

3.2 The City will pay CAP's invoices within thirty (30) days of receipt, in accordance with Part VII of Chapter 218, Florida Statutes, as it may be amended from time to time, entitled the "Local Government Prompt Payment Act." CAP may suspend all services pursuant to this Agreement if the City's unpaid balance exceeds sixty (60) days. Such suspension or reinstatement of services will not terminate the Agreement.

4.0 SPECIAL PROVISION

4.1 Due to the COVID-19 pandemic, CAP has agreed to provide the City the rates shown in the Agreement dated September 13, 2017, which Agreement was amended on July 15, 2019, extending the term of the Agreement through June 16, 2020.

4.2 The rates are shown in Exhibit "B", which is made a part of and is incorporated into this Agreement by this reference. These rates will expire on June 16, 2021 and at that time, the rate schedule shown in Exhibit "A" will take effect for the remainder of the term of this Agreement.

4.2 These rates are only afforded to the City of Dania Beach and are not available to any entities that wish to piggyback off this Agreement in the future.

4.4 The services provided by the individual classifications shown in Exhibit "A" but not included in Exhibit "B" will be available to be utilized by the City and will be invoiced by CAP at the current rate reflected in Exhibit "A".

5.0 INSURANCE

5.1 CAP shall procure and maintain for the duration of and in full compliance with this Agreement, and any and all amendments or extensions of it, insurance against claims for loss of life, injuries to persons and damage to property (including loss of use resulting therefrom) which may arise from its performance under this Agreement in connection with the delivery and supply of the tools, equipment and materials identified in the Agreement, and in its performance of each and all of its duties relating directly or indirectly to its services to be performed, with the City named as an "additional" insured, including the City's agents, representatives, officers, officials, employees and volunteers.

5.2 CAP shall not commence Work under this Agreement until CAP has obtained all insurance required, and such Coverages have been approved by the Risk Manager of the City. CAP shall not allow any Subcontractor to commence Work on any subcontract until the Subcontractor, as provided in this Agreement and all Coverages required of any Subcontractor have been approved in advance in writing by the City. In addition, CAP shall be responsible for any policy deductibles and self-insured retentions.

5.3 CAP shall file Certificates of Insurance with the City, reflecting evidence of all Coverages. All certificates of insurance must clearly identify the Contract to which they pertain, including a brief description of the subject matter of the Contract. They shall be filed with the City's Risk Manager within fourteen (14) days of the execution of this Agreement by both parties. The certificates of insurance shall contain a provision that coverage afforded under these policies will not be canceled until at least thirty (30) days' prior written notice has been given to the City. Policies for Coverage shall be issued by companies authorized to do business under the laws of the State of Florida and any such companies' financial ratings must be no less than A-VII in the latest edition of the "BEST'S KEY RATING GUIDE", published by A.M. Best Guide.

5.4 All coverages shall be in force until all Work required to be performed under the terms of this Agreement is satisfactorily completed. In the event insurance certificates provided to City indicate that any insurance shall terminate and lapse during the period of this Agreement and any and all amendments or extensions of it, then in that event, CAP shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like Coverages for the remaining term of the Agreement and any and all extension of it, are in effect. **CAP AND ANY SUBCONTRACTOR SHALL NOT PERFORM OR CONTINUE TO WORK PURSUANT TO THIS AGREEMENT, UNLESS ALL COVERAGES REMAIN IN FULL FORCE AND EFFECT; WORK DELAY IS SUBJECT TO PROVISIONS IN THIS AGREEMENT.**

6.0 INSURANCE REQUIREMENTS

6.1 The below coverages are minimum limit requirements. Umbrella or Excess Liability policies are acceptable to provide the total required liability limits, as long as the Risk Manager of the City reviews and approves in writing the insurance limits on each of the policies. The City must approve any changes to these specifications and has the right to review and amend coverage requirements. CAP shall be held responsible for any modifications, deviations, or omissions in the insurance requirements and shall be responsible for any deductible amounts.

6.2 COMMERICAL GENERAL LIABILITY INSURANCE is to be provided, to include bodily injury, broad form property damage, products and completed operations, blanket contractual liability, independent contractors, personal injury, fire, legal liability coverage and incidental medical malpractice coverage with limits of no less than Two Million Dollars ($2,000,000.00) per occurrence, and Two Million Dollars ($2,000,000.00) annual aggregate for death, bodily injury, personal injury and property damage.

SPECIAL PROVISIONS AS TO COMMERICAL GENERAL LIABILITY INSURANCE: (to be confirmed on or attached to the Official Certificate of Insurance)

- Annual Aggregate shall apply "Per Job";
- "The City of Dania Beach, Florida" is added as Additional "Named" Insured;
- Additional Insured status is included for Products completed operations coverage for a period of no less than five (5) years following the completion of the Work;
- Additional insured coverage shall be no more restrictive than Insurance Services Office (ISO) form CG 2037 (07 04);
- Contractor's insurance shall be primary and non-contributory;
- Waiver of Subrogation in favor of the City;
- 30 Days' Notice of Cancellation or modification to City (if not available on the insurance policies, then Contractor has responsibility for notification); and
- Copy of Additional Insured Endorsement or other endorsements may be attached to the Certificate.

6.3 Professional Liability Insurance in an amount of not less than One Million Dollars ($1,000,000.00) per occurrence, single limit.

6.4 WORKERS' COMPENSATION INSURANCE shall be maintained by CAP and any Subcontractors during the term of this Agreement, including any and all amendments of it, and it is to apply to all "statutory employees" of CAP (as that phrase is defined by Chapter 440, Florida Statutes), in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws, for the benefit of CAP, its employees, and Subcontractors.

6.5 In the case any work is sublet as otherwise addressed in this Agreement or applicable Bid Documents, CAP shall require any Subcontractors similarly to provide Workers' Compensation Insurance for all of the latter's employees, in addition to any coverage afforded by CAP, by furnishing statutory limits Part A of no less than and One Hundred Thousand Dollars ($100,000.00) per occurrence, and Five Hundred Thousand Dollars ($500,000.00) per aggregate for disease; and One Hundred Thousand Dollars ($100,000.00) limit for disease of an individual employee.

IN NO EVENT SHALL THE CONTRACTOR BE PERMITTED TO UTILIZE IN THE PROSECUTION OF THE WORK, THE FOLLOWING: I) ANY EMPLOYEE, SUBCONTRACTOR OR SUBCONTRACTOR EMPLOYEE WHO IS EXEMPTED OR PURPORTED TO BE EXEMPT FROM WORKERS' COMPENSATION INSURANCE COVERAGE; OR II) ANY EMPLOYEE, SUBCONTRACTOR OR SUBCONTRACTOR EMPLOYEES WHO WILL BE COVERED BY AN EMPLOYEE LEASING ARRANGEMENT.

SPECIAL PROVISIONS AS TO WORKERS' COMPENSATION INSURANCE: (to be confirmed on or attached to the Official Certificate of Insurance).

- 30 Days' Notice of Cancellation or modification to City (if not available on the insurance policies, then CAP has responsibility for notification); and
- Waiver of Subrogation in favor of the City.

6.6 Deductibles and Self-Insured Retentions; Deductibles and Self-Insured Retentions Defined:

All deductibles and self-insured retentions must be shown clearly on the Certificates of Insurance and approved by the City. City reserves the right to disapprove any or all of them but shall not unreasonably do so.

6.7 AUTOMOBILE LIABILITY INSURANCE shall be maintained with combined single limits of no less than One Hundred Thousand Dollars ($100,000.00) per occurrence, and no less than Two Hundred Thousand Dollars ($200,000.00) annual aggregate, to include coverage for owned, hired, and non-owned vehicles.

SPECIAL PROVISIONS AS TO AUTOMOBILE LIABILITY INSURANCE: (to be confirmed on or attached to the Official Certificate of Insurance)

- "The City of Dania Beach, Florida" is added as an "Additional Named Insured";
- 30 Days' Notice of Cancellation or modification to City (if not available on the insurance policies, then CAP has responsibility for notification); and
- Waiver of Subrogation in favor of the City.

6.8 If CAP hires a Subcontractor for any portion of any Work, then such Subcontractor shall provide Commercial General Liability insurance with minimum limits of no less than One Million Dollars ($1,000,000.00).

6.9 All insurance policies shall contain the following provisions:

(a) There are not to be any special limitations on the protection being provided to the City, its officials, officers, employees or volunteers.

(b) CAP's Insurance is Primary: CAP's insurance coverages shall be primary insurance with respect to the City's, its officials', employees', and volunteers' insurances.

(c) Coverage Guaranteed: Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

(d) Occurrence Basis: CAP's insurances shall be on an occurrence basis as opposed to a claims-made basis.

(e) Separation of Insured: The definition of insured shall read as follows: "The insurance afforded applies separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the company's liability. The company, in this context, is CAP's insurance company." If no such definition of the insured is quoted in the insurance, CAP must provide "Cross

Liability Clause" or "Severability of Interests Clause" endorsements for all liability insurances.

(f) Florida State Licensed: All insurance policies and bonds required of CAP shall be written by Companies authorized and licensed to do insurance business in the state of Florida and must be executed by agents licensed as agents by the state of Florida.

6.10 Verification of Coverage:

(a) Certificates and Endorsements Provided: CAP shall furnish the City with Certificates of Insurance with original endorsements affecting coverage. **The certificates and endorsements must be received and approved by City in writing before any services can commence.**

(b) Authorized Signatures: The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

(c) Coverage Continuation: Insurance coverage required by this Agreement shall be in force throughout the term of the Agreement. Should CAP fail to provide acceptable evidence of current insurance within seven (7) days of receipt of written notice at any time during the term of the Agreement, the City shall have the right to consider the Agreement breached which breach shall justify City's termination of it. If coverage on the Certificates of Insurance is shown to expire prior to the end of the Agreement, CAP shall furnish Certificates of Insurance evidencing renewal of such coverage to the City.

7.0 INDEMNIFICATION AND HOLD HARMLESS PROVISIONS

7.1 CAP shall, in addition to any other obligation, indemnify the City and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the City, including its agents, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), or costs arising out of any actual or alleged:

(a) bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of or resulting or claimed to have resulted in whole or in part from any actual or alleged act or omission of CAP, anyone directly or indirectly employed by it, or anyone for whose acts any of them may be liable in the performance of the Work;

(b) any violation of law, statute, ordinance, governmental administrative order, rule, regulation, or infringement of patent rights by CAP in the performance of the Work;

(c) liens, claims, actions made by CAP or other party performing the Work; and

(d) claims of whatever nature related to collection practices or any actions of a contradictory nature pursuant to this Agreement or in an attempt to collect monies due or claimed to be due to the City.

7.2 CAP agrees to indemnify and hold harmless the City and its respective officers, employees, and assigns from liabilities, damages, losses, and costs including, but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentionally wrongful misconduct of CAP and persons employed or utilized by CAP in the performance of the Services.

8.0 TERM OF AGREEMENT

8.1 This Agreement shall remain in effect for three (3) years; provided that the services rendered by CAP during the Agreement period are determined by the City to be satisfactory and funding is available. Notwithstanding the preceding paragraph, CAP recognizes that funds for payment for the services rendered must be appropriated through annual purchase orders, if approved in advance by the City Commission. If such funds are not approved and appropriated, the Agreement is void.

8.2 The City has a right to exercise a renewal option of one (1) additional two (2) year term, and CAP agrees to honor the current hourly rates specified in this Agreement for such term.

9.0 TERMINATION BY CAP

9.1 CAP may terminate the Agreement if the Work is stopped for a period of thirty (30) days through no act or fault of CAP, Subcontractor, Sub-subcontractor, their agents or employees, or any other persons performing portions of the Work under the Agreement with CAP, for any of the following reasons:

a. issuance of an order of a court or other public authority having jurisdiction, or

b. an act of government, such as a declaration of national emergency, making material unavailable or services unable to be rendered.

9.2 If one of the above reasons exists, CAP may, upon five (5 additional days' written notice to the City, terminate the Agreement and recover from the City payment for Work performed.

10.0 TERMINATION BY THE CITY FOR CAUSE

10.1 The City may terminate the Agreement if CAP:

a. persistently or repeatedly refuses or fails to supply enough properly skilled workers, proper equipment, materials, or fails to adhere to the schedule established as adjusted from time to time pursuant to the terms of the Agreement;

b. fails to comply with laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction, including the City;
c. commits any act or omission that evidences a lack of integrity or honesty or which reflects negatively on the City, including but not limited to the company of its owners, officers and agents being charged with any act of moral turpitude or any environmental violation;
d. fails to obtain or maintain all insurance Coverage required in this Agreement; or
e. otherwise is guilty of substantial breach of a provision of the Agreement.

10.2 When the City terminates the Agreement, CAP shall not be entitled to receive any further payment until the Work is completed and approved by City

10.3 All damages, costs and charges incurred by the City, shall be deducted from any monies due or which may become due to CAP. In case the damages and expenses so incurred by the City shall exceed the unpaid balance, then CAP shall be liable and shall pay to the City the amount of such excess.

10.4 If, after Notice of Termination or Suspension of CAP's right to proceed, it is determined for any reason that CAP was not in default, the rights and obligations of the City and CAP shall be the same as if the Notice of Termination had not been issued, pursuant to the Termination for Convenience clause as set forth below.

11. TERMINATION BY THE CITY FOR CONVENIENCE

The Agreement may be terminated for convenience by City upon fifteen (15) days' advance written notice to CAP and CAP's surety, if any (delivered by certified mail, return receipt requested) of intent to terminate and the date on which such termination becomes effective. In such case, CAP shall be paid for all acceptable Work performed prior to termination and shall not be entitled to any other costs, fees or payments.

12.0 DISPUTES, VENUE, WAIVER OF JURY TRIAL; ATTORNEY FEES.

12.1 Venue; Fees. All claims, counterclaims, disputes and other matters in question between the City and CAP arising out of, relating to or pertaining to this Agreement, or the breach of it, or the services of it, or the standard of performance required in it, shall be addressed by resort to non-binding mediation as authorized under the laws and rules of Florida; provided, however, that in the event of any dispute between the parties, the parties agree to first negotiate with each other for a resolution of the matter or matters in dispute and, upon failure of such negotiations to resolve the dispute, the parties shall resort to mediation.

If mediation is unsuccessful, any such matter may be determined by litigation in a court of competent jurisdiction. For any legal action arising out of or pertaining to this Agreement shall be the Circuit Court for the Seventeenth Judicial Circuit in and for Broward County, Florida, or the federal District Court in the Southern District of the United States. Each party further agrees that venue of any action to enforce this Agreement shall be in Broward County,

Florida. In any litigation, the parties agree to each waive any trial by jury of any and all issues. In the event of any litigation which arises out of, pertains to, or relates to this Agreement, or the breach of it, or the standard of performance required in it, each party shall bear its own attorney fees and costs.

12.2 Operations during Dispute. In the event that a dispute, if any, arises between the City and CAP relating to this Agreement, or its performance or compensation, the Consultant agrees to continue to render service in full compliance with all terms and conditions of this Agreement as required by the City.

12.3 Legal Representation. It is acknowledged and agreed that each party to this Agreement had the opportunity to be represented by legal counsel in the preparation of this Agreement.

13.0 ASSIGNS; SUBCONTRACTS

CAP shall not delegate, assign, sublet, subcontract or transfer any duties or obligations arising under this Agreement, without the prior written approval of the City.

14.0 NOTICES

Any notice required or permitted to be given by a party to this Agreement shall be mailed or delivered to the other party at the addresses specified below:

To CITY:
City of Dania Beach, Florida
Ana M. Garcia, ICMA-CM, City Manager
100 West Dania Beach Blvd.
Dania Beach, FL 33004

With a copy to:
City of Dania Beach, Florida
Attn: Thomas J. Ansbro, City Attorney
100 West Dania Beach Blvd.
Dania Beach, FL 33004

To CAP:
C.A.P. Government, Inc.
Carlos A. Penin, President
100 Southeast 12th Street
Fort Lauderdale, Florida 33316

15.0 GENERAL PROVISIONS

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or

unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

15.1 This document constitutes the sole and only Agreement of the parties and correctly sets forth the rights, duties, and obligations of each to the other. Any prior agreement, promise, negotiation or representation not expressly set forth in this Agreement is of no force and effect. Each party agrees to perform any further acts and to execute and deliver any further documents, which may be reasonably necessary to carry out the provisions of this Agreement.

15.2 Each person signing the Agreement represents and warrants that he or she is duly authorized and has the legal capacity and authority to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and performance of such party's obligations have been duly authorized and are binding on such party and enforceable in accordance with its terms.

15.3 All rights granted to either of the parties shall be cumulative, and no exercise or failure to exercise by either of the parties of any right under this Agreement shall restrict or prejudice the exercise of such right or any other right granted by this Agreement or otherwise available as part of it.

15.4 The failure by either party to enforce, at any time or for any period, any one or more of the terms or conditions of this Agreement, shall not be a waiver of them or of the right of a party at any time subsequently to enforce all terms and conditions of this Agreement.

15.5 Each of the parties shall pay its own costs and expenses incurred by it in connection with any aspects of preparation of this Agreement.

15.6 All portions of the solicitation materials which are not in conflict with the provisions of this Agreement are made a part of and are incorporated into this Agreement by this reference.

16.0 PUBLIC RECORDS LAW

16.1 Contractor agrees to keep and maintain public records in Contractor's possession or control in connection with Contractor's performance under this Agreement. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the City.

16.2 Upon request from the City custodian of public records, Contractor shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

16.3 Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the City.

16.4 Upon completion of the Work of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Contractor shall be delivered by the Contractor to the City Manager, at no cost to the City, within seven (7) days. All such records stored electronically by City shall be delivered to the City in a format that is compatible with the City's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

16.5 Any compensation due to Contractor shall be withheld until all records are received as provided in this Article.

16.6 Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the City.

Section 119.0701(2)(a), Florida Statutes

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.

Custodian of Records:	**THOMAS SCHNEIDER, CMC** **CITY CLERK**
Mailing Address:	**100 W. Dania Beach Boulevard** **Dania Beach, Florida 33004**
Telephone number:	**954-924-9800, Ext. 3623**
Email:	**tschneider@daniabeachfl.gov**

IN WITNESS OF THE FOREGOING, the parties executed this Agreement effective on the date first above written.

CITY:

CITY OF DANIA BEACH,
a Florida Municipal Corporation

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

LORI LEWELLEN
MAYOR

APPROVED FOR FORM
AND CORRECTNESS:

ANA M. GARCIA, ICMA-CM
CITY MANAGER

THOMAS J. ANSBRO
CITY ATTORNEY

WITNESSES:

Signature

JOSE E. MIRANDA
PRINT Name

Signature

JANET BORGES
PRINT Name

C.A.P. GOVERNMENT, INC.
a Florida corporation

Signature

Carlos A. Penin, PE
PRINT Name

President
Title

STATE OF FLORIDA)

COUNTY OF Miami-Dade)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or by ☐ online notarization, on April, 28th, 2020, by Carlos A. Penin, as President of C.A.P. Government Inc., a Florida corporation, on behalf of the corporation. He/she is personally known to me or has produced _____as identification.

Notary Public State of Florida
Monica De Castro
My Commission GG 241582
Expires 07/25/2022

Notary Public, State of Florida

Monica De Castro
Print Name

My Commission Expires: 07/25/2022

EXHIBIT "A"

DISCIPLINE	HOURLY RATES	OT HOURLY RATES
INSPECTOR		
Structural	$81.75	$106.00
Mechanical	$81.75	$106.00
Electrical	$81.75	$106.00
Plumbing	$81.75	$106.00
PLAN REVIEWERS		
Structural	$92.65	$120.50
Mechanical	$92.65	$120.50
Electrical	$92.65	$120.50
Plumbing	$92.65	$120.50
CHIEFS		
Structural	$93.50	$121.50
Mechanical	$93.50	$121.50
Electrical	$93.50	$121.50
Plumbing	$93.50	$121.50
BUILDING OFFICIAL		
Building Official	$109.00	$125.00
OTHER RELATED SERVICES		
Flood Plain Mgmt.	$92.65	$120.50
Engineering	$95.65	$124.50
Landscape	$81.75	$106.00
Zoning	$81.75	$106.00
Administrative	$45.00	$50.00
Project Manager	$140.00	$188.50
Project Engineer	$125.00	$162.50
Project Architect	$125.00	$162.50
Electronic Plan Review*	$105.00	$136.50
IT Services	$105.00	$136.50
Code Compliance	$75.00	$97.50

*Electronic Plan Review includes CAP providing the hardware and software to perform Electronic plans review and mobile inspection services using the CAP portal.

EXHIBIT "B"

RATE SCHEDULE EFFECTIVE
JUNE 17, 2020 THROUGH JUNE 16, 2021

Plan Reviewer & Inspectors:

Electrical	Regular Hourly Rate ..... $ 85.00 per hour Overtime Hourly Rate ..... $110.50 per hour
Mechanical	Regular Hourly Rate ..... $ 85.00 per hour Overtime Hourly Rate ..... $110.50 per hour
Plumbing	Regular Hourly Rate ..... $ 85.00 per hour Overtime Hourly Rate ..... $110.50 per hour
Engineering	Regular Hourly Rate ..... $ 85.00 per hour Overtime Hourly Rate ..... $110.50 per hour
Landscaping	Regular Hourly Rate ..... $ 75.00 per hour Overtime Hourly Rate ..... $97.50 per hour
Flood Plain	Regular Hourly Rate ..... $ 85.00 per hour Overtime Hourly Rate ..... $110.50 per hour

Chiefs:

Structural	Regular Hourly Rate ..... $ 85.00 per hour Overtime Hourly Rate ..... $110.50 per hour
Mechanical	Regular Hourly Rate ..... $ 85.00 per hour Overtime Hourly Rate ..... $110.50 per hour
Electrical	Regular Hourly Rate ..... $ 85.00 per hour Overtime Hourly Rate ..... $110.50 per hour
Plumbing	Regular Hourly Rate ..... $ 85.00 per hour Overtime Hourly Rate ..... $110.50 per hour
Flood Plain	Regular Hourly Rate ..... $ 85.00 per hour Overtime Hourly Rate ..... $110.50 per hour

Building Officials:

Asst. Building Official	Regular Hourly Rate ..... $ 100.00 per hour Overtime Hourly Rate ..... $130.00 per hour
Building Official	Regular Hourly Rate ..... $ 100.00 per hour Overtime Hourly Rate ..... $130.00 per hour

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/06/2019

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

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

PRODUCER	CONTACT NAME:	
Willis of Florida, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	PHONE (A/C, No, Ext): 1-877-945-7378	FAX (A/C, No): 1-888-467-2378
	E-MAIL ADDRESS: certificates@willis.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Charter Oak Fire Insurance Company	25615
INSURER B : Travelers Property Casualty Company of Ame	25674
INSURER C : Endurance American Specialty Insurance Com	41718
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
C.A.P. Government, Inc.
343 Almeria Avenue
Coral Gables, FL 33134

COVERAGES **CERTIFICATE NUMBER:** W12504818 **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	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	P-660-9N893480-COF-19	09/05/2019	09/05/2020	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							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	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	P-810-9N903103-TIL-19	09/05/2019	09/05/2020	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
B	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			CUP-9N909144-19-43	09/05/2019	09/05/2020	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? No (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	UB-9N895080-19-43-G	09/05/2019	09/05/2020	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Errors & Omissions Claims Made Retro Date: 09/06/1996			DPL 10005502005	09/05/2019	09/05/2020	Design Prof Liability Network Security/Priv Retention	$2,000,000 $1,000,000 $75,000

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

RE: Name of Contract: City of Dania Beach-Request for Proposals for Building Department Services-RFP No. 19-010
City of Dania Beach, as Contractor, is an Additional Insured as respects General Liability and Auto Liability when required by written contract subject to the terms, conditions and exclusions of the policy. General Liability is primary and non-contributory when required by written contract subject to the terms, conditions and exclusions of the policy. Waiver of Subrogation as respects General Liability, Auto Liability and Worker's Compensation in favor of Additional Insured when required by written contract, as permitted by law.

CERTIFICATE HOLDER

City of Dania Beach
100 W. Dania Beach Blvd.
Dania Beach, FL 33004

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 07/28/2023

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).

Holder Identifier :

PRODUCER	CONTACT NAME:	
Aon Risk Services Northeast, Inc. Aon Risk Services Northeast, Inc. NY NY Office One Liberty Plaza 165 Broadway, Suite 3201	PHONE (A/C. No. Ext): 866-283-7122	FAX (A/C. No.): (800) 363-0105
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
C.A.P. Government, Inc. 343 Almeria Avenue Coral Gables FL 33134 USA	INSURER A: Allianz Global Risks US Insurance Co.	35300
	INSURER B: Hartford Fire Insurance Co.	19682
	INSURER C: Trumbull Insurance Company	27120
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 570100978347 **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.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / X PRO-JECT / X LOC OTHER:			USL00159323	01/01/2023	01/01/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$2,000,000 $1,000,000 $10,000 $2,000,000 $2,000,000 $2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY			10 AB S41202 AOS	01/01/2023	01/01/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$2,000,000
A	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED X RETENTION $10,000			USL00163323	01/01/2023	01/01/2024	EACH OCCURRENCE AGGREGATE	$5,000,000 $5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		10WNS41200 See State Policy Addendum	01/01/2023	01/01/2024	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
A	Architects & Engineers Professional			USF00248023 Claims Made SIR applies per policy terms & conditions	01/01/2023	01/01/2024	Each Claim Aggrgate	$2,000,000 $4,000,000

Certificate No : 570100978347

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

The Architects & Engineers policy includes coverage for Professional Liability and Contractors Pollution Liability policies. RE: Name of Contract: City of Dania Beach Request for Proposals for Building Department Services-RFP No. 19-010. City of Danie Beach, as Contractor is included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies. General Liability and Automobile Liability policies evidenced herein are Primary and Non-Contributory to other insurance available to Additional Insured, but only in accordance with the policy's provisions. A Waiver of Subrogation is granted in favor of Certificate Holder in accordance with the policy provisions of the General Liability, Automobile Liability and Workers' Compensation policies.

CERTIFICATE HOLDER

City of Dania Beach
100 W. Dania Beach Blvd.
Dania Beach FL 33004 USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Aon Risk Services Northeast, Inc.

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ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Services Northeast, Inc.	C.A.P. Government, Inc.
POLICY NUMBER: See Certificate Number: 570100978347	
CARRIER: See Certificate Number: 570100978347 / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Workers Compensation/Employers Liability

10WNS41200	01/01/23-01/01/24	Trumbull Insurance	AR,DC,IN,LA,NE,RI,UT
10WNS41200	01/01/23-01/01/24	Twin City Fire Insurance Company	FL,ND,OH,WA,WY
10WNS41200	01/01/23-01/01/24	Hartford Insurance Company of the Midwest	AK,ID
10WNS41200	01/01/23-01/01/24	Hartford Casualty Insurance Company	MO,WV
10WNS41200	01/01/23-01/01/24	Nutmeg Insurance Company	CT,IL
10WNS41200	01/01/23-01/01/24	Hartford Fire Insurance Company	NH,OR,PA
10WNS41200	01/01/23-01/01/24	Hartford Accident and Indemnity Company	AL,GA,KY,MI,MT,NY,TN,VT
10WNS41200	01/01/23-01/01/24	Property & Casualty Ins Co of Hartford	CA,CO,DE,ME, MN,MS,SC
10WNS41200	01/01/23-01/01/24	Hartford Insurance Company of Illinois	TX
10WNS41200	01/01/23-01/01/24	Hartford Insurance Company of the Southeast	KS,MD
10WNS41200	01/01/23-01/01/24	Hartford Underwriters Insurance Company	AZ,HI, NC,NJ,SD,VA
10WNS41200	01/01/23-01/01/24	Sentinel Insurance Company, Limited	IA,NM,NV,OK
10WBRS41201	01/01/23-01/01/24	Twin City Fire Insurance Company	WI
10WBRS41201	01/01/23-01/01/24	Hartford Underwriters Insurance Company	MA
10WBRS41201	01/01/23-01/01/24	Hartford Fire Insurance Company	PR

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February 11, 2025

Ms. Holden Pinkard
Building Dept. Operations Coordinator
City of Madeira Beach
300 Municipal Drive
Madeira Beach, Florida 33708

Re: Building Department Services, Building Official, Remote Plan Review, Inspections and Floodplain Services for The City of Madeira Beach
Piggyback Agreement – City of Dania Beach RFP No. 24-027

Dear Ms. Pinkard:

We appreciate the opportunity extended to C.A.P. Government, Inc. (CAP) by requesting the professional services referenced above. I am hereby providing a copy of our negotiated Agreement with the City of Dania Beach to provide these services.

We are proposing for the City to piggyback off of our existing Agreement with the City of Dania Beach for Building Department Services. Please see our executed contract and Cost Proposal (**Contract No. 24-027**) between CAP and the City of Dania Beach, attached. **CAP would accept a piggyback Agreement with the City of Madeira using "like terms and conditions" of the Agreement referenced above.**

We look forward to serving the City of Madeira with professional, customer centered Building Department services. If you find these conditions acceptable, please execute in the space provided and return it to me. If you wish to discuss this proposal further or need additional information, please contact Ms. Kathleen Corteau (239) 677-6625 or me at (305) 458.6000 at your convenience.

Very truly yours,
C.A.P. Government, Inc.

Carlos A. Penin, PE
President

Very truly yours,
C.A.P. Government, Inc.

Accepted: _____
Holden Pinkard
Title: Building Dept. Operations Coordinator

Date: _____

Memorandum

Meeting Details: March 12, 2025

Prepared For: Mayor & Board of Commissioners

From: Megan Wepfer, Public Works Director

Subject: Approval of purchase for rear load containers

Background

This memorandum outlines the recommendation to purchase replacement rear load dumpsters in response to the impact of Hurricane Helene. The storm caused substantial damage to the existing dumpsters for all multifamily and commercial properties due to being submerged in saltwater and some washed away. ITB 25-02 Purchase Rear Load Replacement containers submittal prices are reflected in this quote.

Staff proposes the purchase of rear load dumpsters in the following sizes: 1 yard, 1.5 yard, 2 yard, 3 yard, and the potential addition of 6-yard dumpsters. The request is based on the need to accommodate a variety of waste management scenarios and to support efficient operations for ongoing and future waste disposal. The city has over 200 dumpsters servicing multifamily and commercial properties.

- 1 **Yard Dumpsters**: Ideal for small residential clean-ups, single-item disposal, or smaller businesses with limited waste generation.
- 1.5 **Yard Dumpsters**: Suitable for smaller businesses, offices, and low-volume residential needs.
- 2 **Yard Dumpsters**: Standard for medium-sized businesses, small apartment complexes, and commercial properties.
- 3 **Yard Dumpsters**: Frequently used by larger residential areas and businesses with regular waste generation.
- 6 **Yard Dumpsters (Possibility)**: To be considered if larger volumes of waste are anticipated, such as larger commercial properties.

Fiscal Impact

The fiscal impact is $36145.00and will be taken out of the Sanitation fund but submitted to FEMA for reimbursement due to Hurricane Helene.

Recommendation(s)

Staff recommends the Board of Commissioners approve the purchase of rear load dumpsters from Iron Container for $36,145.00

Attachments

- **Iron Container quote**

Iron Container, LLC
8505 NW 74th St
Miami, FL 33166-2327
USA

Sales Quote

#QUO007482

12/24/24

Bill-To

City Of Madeira Beach
Megan Wepfer
300 Municipal Drive
Madeira Beach, FL 33708
USA

Ship-To

City Of Madeira Beach
Steve 727-600-2362/ M-F/ 7am-Noon
5000 94Th Street North
St. Petersburg, FL 33708
USA

Customer	C000268	**Document Date**	12/24/24
PO #		**Ship Via**	
Quote Valid to Date	02/28/25	**Payment Terms**	Net 30 days
Sales Rep	Krista Agamie		
Email	kagamie@ironcontainer.com		

Notes

CityofMadeira- REL- UPDATED (15)3YD, (30)2YD SQ, (36)Casters, (10)1.5YD Box-UPS Brown Inside/Out- Updated (Do Not Delete)

No.	Description	Quantity	Unit Price	Net Price	Amount
REL-3Y-SL-FL	Rear Loader 3YD - Standard	15	825.00	825.00	12,375.00
	3 Cubic YD. Rear Load - SLANT - 10 GA Bottom - 12 GA sides Includes: Lid Rods and black lids - Drain Plug - Caster Pads and Swivel Casters				
REL-2Y-BX-FL	Rear Loader 2YD - Standard - BOX	30	570.00	570.00	17,100.00
	2 Cubic Yard Rear Load - BOX / SQUARE -10 GA Bottom - 12 GA sides -Painted - Includes: Lid Rods and Black Lids - Drain Plug -Caster Pads and Swivel Casters				
REL-1.5Y-BX-FL	Rear Loader 1.5YD - BOX	10	553.00	553.00	5,530.00
	1.5 Cubic Yard Rear Load - BOX / SQUARE -10 GA Bottom - 12 GA sides -Painted - Includes: Lid Rods and Black Lids - Drain Plug -Caster Pad				
FELPT-0017	Caster Swivel 6"	76	15.00	15.00	1,140.00
	* UPS Brown Inside/Outside				

Subtotal	**36,145.00**
Sales Tax Amount	0.00
Total (USD)	**36,145.00**

Signature: _____

Sales Taxes are an estimate only. Actual charges will be calculated at the time of shipping. All orders paid for with credit cardare subject to 1% - 4% surcharge fee based upon which credit card network is used. In the event of a dispute between the parties regarding the terms, payment or enforcement of this contract/invoice, the prevailing party in any such action shall recover its reasonable attorney's fees and costs from the non-prevailing party, which shall include the right to seek attorney's fees for collectingattorney's fees. Invoices may accrue interest at 1% per month over the agreed payment terms.

Memorandum

Meeting Details: March 12, 2025

Prepared For: Mayor & Board of Commissioners

From: Megan Wepfer, Public Works Director

Subject: ITB 25-02 Purchase Rear Load Replacement Containers Contract Approval

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Background

The City of Madeira Beach provides various size dumpsters to both commercial and multifamily properties within our city limits. There are over 200 dumpsters ranging from 1 yard to 3 yard serving condos to restaurants and being picked up anywhere from two times a week to everyday. Due to Hurricane Helene every dumpster was submerged and is showing signs of failure. Each dumpster will need to be replaced within the next few months. Several dumpsters vanished and have not been located, most likely have ended up in the waterways. On average we spend around $30,000 each year replacing dumpsters, which is what prompted staff to place an invitation to bid (ITB) out for public solicitation for a 3-year contract to ensure we receive the best price per dumpster possible. Three bids were submitted and Iron Container, who is our current vendor, is the lowest and the most responsible as they were able to provide a price for each container requested.

The City of Madeira Beach has been purchasing dumpsters from Iron container for several years and has never had an issue. Iron container is also local in South Florida so freight is much lower than any other competitor.

Fiscal Impact

The fiscal impact

Recommendation(s)

Staff recommends the Board of Commissioners approve the contract with Iron Container for a 3 year term.

Attachments

- **Iron Container bid submittal**
- **Bid Tabulation Sheet**

BID PRICING EXHIBIT A

Pursuant to all the contract specifications enumerated and described in this solicitation, we agree to furnish to the City of Madeira Beach the complete list of the requested dumpster sizes and per year pricing.

DUMPSTERS MUST MEET THE FOLLOWING MINIMUM CRITERIA:

Rear load containers with a minimum 10 Guague Steel bottom, minimum 12 Gauge Steel sides, Painted inside and out UPS Brown, Bump tubes, lids, lid rods, drain plug, caster plate, and all swivel casters.

Size	Year 1 Price	Year 2 Price	Year 3 Price
1 Yard Rear	$509.00	$537.00	$568.00
1.5 Yard Rear	$553.00	$583.00	$617.00
2 Yard BOX	$594.00	$627.00	$663.00
2 Yard Square Rear	$594.00	$627.00	$663.00
3 Yard Rear	$778.00	$820.00	$868.00
6 Yard Rear	$1178.00	$1242.00	$1314.00

PAYMENT TERMS:
Payment will be made only after the goods have been received and inspected.

Vendor: Iron Container, LLC. Date: 01/24/2025

ADDITIONAL MATERIALS/ADDENDA

Additional Materials submitted (mark one):

__X__ No additional materials have been included with this bid

_____ Additional Materials attached (describe--attach additional pages if needed)

Addenda Bidders are responsible for verifying receipt of any addenda issued by checking demandstar which can be accessed through the City's website at http://www.madeirabeachfl.gov prior to the bid opening. Failure to acknowledge any addenda issued may result in a response being deemed non-responsive.

Acknowledgement of Receipt of Addenda (initial for each addenda received, if applicable):

Addenda Number	Initial to acknowledge receipt

Vendor Name Iron Container, LLC. Date: 01/24/2025

VENDOR INFORMATION

Company Legal / Corporate Name: Iron Container, LLC.

Doing Business as (if different than above): _____

Address: 8505 NW 74th St

City: Miami State: FL Zip: 33166

Phone: 305-726-2150 Fax: _____

Email address: mcrook@ironcontainer.com Website: www.ironcontainer.com

State License#: _____ PCCLB License #: _____

DUNS #: 830008947

Remit to address (if different than above):

Address: _____

City: _____ State: _____ Zip: _____

Order from address (if different from above):

Address: _____

City: _____ State: ____ Zip: _____

Contact for Questions about this bid:

Name: Michaela Crook Fax: _____

Phone: 754-332-4005 E-Mail Address: mcrook@ironcontainer.com

Day-to-Day Project Contact (if awarded):

Name: Krista Agamie Fax: _____

Phone: 305-720-5564 E-Mail Address: kagamie@ironcontainer.com

_____ Certified Small Business Certifying Agency: _____

_____ Certified Minority, Women or Disadvantaged Business Enterprise Certifying Agency: _____

_____

Form **W-9**
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Iron Container, LLC

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

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

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

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

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

☐ Other (see instructions) ▶

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

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

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

5 Address (number, street, and apt. or suite no.) See instructions.
8505 NW 74th Street

Requester's name and address (optional)

6 City, state, and ZIP code
Miami, FL 33166

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
[ ][ ][ ] – [ ][ ] – [ ][ ][ ][ ]

or

Employer identification number
8 1 – 4 1 9 8 1 0 8

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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

Sign Here | **Signature of U.S. person** ▶ Sarah Payne | **Date** ▶ 1/4/2024

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*.

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.*

Iron Container, LLC

Waste Equipment Manufacturing

January 28, 2025

City of Madeira Beach
Procurement and Contracts Division
Megan Wepfer
300 Municipal Drive.
Madeira Beach, FL. 33708

RE: Authorization to Sign Contracts

Dear Ms. Wepfer,

This letter authorizes Michaela Crook of Iron Container, LLC to act in all matters pertaining to the signing of contracts on behalf of Iron Container, LLC in Miami, FL. until you are formally notified in writing otherwise.

This document of authorization does not limit the power of Michaela Crook to act on Iron Container, LLC's behalf, in matters relating to contract execution and bid submittal.

Therefore, by the existence of this instrument, we hereby authorize Michaela Crook to act on our behalf in the above-stated manner.

Please contact Sarahy Pagan at 305-726.2150 or spagan@ironcontainer.com if any questions arise.

Sincerely,

Sarahy Pagan
Vice President of Finance

8505 NW 74th Street, Miami, Florida 33166
Main (305)-726-2150 Facsimile (305)-400-4822
www.ironcontainer.com

SCRUTINIZED COMPANIES

SCRUTINIZED COMPANIES THAT BOYCOTT ISRAEL LIST CERTIFICATION FORM

THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE BID/PROPOSAL. FAILURE TO SUBMIT THIS FORM AS REQUIRED MAY DEEM YOUR SUBMITTAL NONRESPONSIVE.

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

1. The vendor, company, individual, principal, subsidiary, affiliate, or owner is aware of the requirements of section 287.135, Florida Statutes, regarding companies on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel; and
2. The vendor, company, individual, principal, subsidiary, affiliate, or owner is eligible to participate in this solicitation and is not listed on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel; and
3. "Boycott Israel" or "boycott of Israel" means refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. A statement by a company that it is participating in a boycott of Israel, or that it has initiated a boycott in response to a request for a boycott of Israel or in compliance with, or in furtherance of, calls for a boycott of Israel, may be considered as evidence that a company is participating in a boycott of Israel; and
4. If awarded the Contract (or Agreement), the vendor, company, individual, principal, subsidiary, affiliate, or owner will immediately notify the City of Madeira Beach in writing, no later than five (5) calendar days after any of its principals are placed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel.

M Crook
Authorized Signature

Michaela Crook
Printed Name

Director of Sales
Title

Iron Container, LLC.
Name of Entity/Corporation

STATE OF Florida

COUNTY OF Pinellas

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization on, this 27 day of Jan, 20 25,
by Michaela Crook (name of person whose signature is being notarized) as the Director (title) of Iron Container, LLC (name of corporation/entity), personally known , or produced (type of identification) as identification, and who did/did not take an oath.

WADIH KASSIS
Notary Public - State of Florida
Commission # HH 499058
My Comm. Expires Mar 3, 2028

W Kassis
Notary Public

Wadih Kassis
Printed Name

My Commission Expires: 3/3/28
NOTARY SEAL ABOVE

OFFER CERTIFICATION

By signing and submitting this Bid, the Vendor certifies that:

a) It is under no legal prohibition on contracting with the City of Madeira Beach.
b) It has read, understands, and is in compliance with the specifications, terms and conditions stated herein, as well as its attachments, and any referenced documents.
c) It has no known, undisclosed conflicts of interest.
d) The prices offered were independently developed without consultation or collusion with any of the other respondents or potential respondents or any other anti-competitive practices.
e) No offer of gifts, payments or other consideration were made to any City employee, officer, elected official, or consultant who has or may have had a role in the procurement process for the services and or goods/materials covered by this contract.
f) It understands the City of Madeira Beach may copy all parts of this response, including without limitation any documents and/or materials copyrighted by the respondent, for internal use in evaluating respondent's offer, or in response to a public records request under Florida's public records law (F.S. 119) or other applicable law, subpoena, or other judicial process; provided that Madeira Beach agrees not to change or delete any copyright or proprietary notices.
g) Respondent hereby warrants to the City that the respondent and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees.
h) Respondent certifies that they are not in violation of section 6(j) of the Federal Export Administration Act and not debarred by any Federal or public agency.
i) It will provide the materials or services specified in compliance with all Federal, State, and Local Statutes and Rules if awarded by the City.
j) It is current in all obligations due to the City.
k) It will accept such terms and conditions in a resulting contract if awarded by the City.
l) The signatory is an officer or duly authorized agent of the respondent with full power and authority to submit binding offers for the goods or services as specified herein.

ACCEPTED AND AGREED TO:

Company Name: Iron Container, LLC.

Signature:

Printed Name: Michaela Crook

Title: Director of Sales

Date: 01/24/2025

This **CONTRACT** made and entered into this 27 day of January, 2025 by and between the City of Madeira Beach, Florida, a municipal corporation, hereinafter designated as the "City", and 8505 NW 74th St., of the City of Miami, County of Miami-Dade, and State of Florida, hereinafter designated as the Contractor".

WITNESSETH:

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

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

PROJECT NAME: PURCHASE REAR LOAD REPLACEMENT DUMPSTERS

PROJECT # ITB No. 25-02

Size	Year 1 Price	Year 2 Price	Year 3 Price
1 Yard Rear	$509.00	$537.00	$568.00
1.5 Yard Rear	$553.00	$583.00	$617.00
2 Yard BOX	$594.00	$627.00	$663.00
2 Yard Square Rear	$594.00	$627.00	$663.00
3 Yard Rear	$778.00	$820.00	$868.00
6 Yard Rear	$1178.00	$1242.00	$1314.00

In accordance with the BID PROPOSAL submitted by the CONTRACTOR and specifications submitted by the City, together with any advertisement, instructions to bidders, general conditions, proposal, which may be hereto attached, are hereby made a part of this contract, **including Exhibit A – CONTRACTOR BID RESPONSE** and all of said work to be performed and completed by the Contractor and its successors and assigns shall be fully completed in a good and workmanlike manner to the satisfaction of the City.

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

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

CONTRACT AGAINST THE CITY, OR THE CONTRACTOR, OR THE CONTRACTOR'S SUBCONTRACTORS, AGENTS, SERVANTS, OR EMPLOYEES RESULTING FROM ACTIVITIES BY THE AFOREMENTIONED CONTRACTOR, SUBCONTRACTORS, AGENTS, SERVANTS, OR EMPLOYEES.

CONTRACT

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

In connection with the performance of work under this contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, sex, religion, color, or national origin. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; lay off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

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

The successful bidder/contractor will be required to comply with Section 119.0701, Florida Statues (2019), specifically to:

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

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

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

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

In witness whereof, the parties hereto have executed this agreement as of the effective date.

City of Madeira Beach:

Attest:

By: _____
Mayor

By: _____
City Clerk

{Insert Name of Contractor}

By: _____

Print Name: Michaela Crook

Title: Director of Sales

CONTRACT

Exhibit A – CONTRACTOR BID RESPONSE

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

CITY OF MADEIRA BEACH
IN PINELLAS COUNTY, FLORIDA

By: (SEAL) City Manager

Countersigned:

By:_____
Mayor: Ann-Marie Brooks

Attest:

_____
City Clerk

Approved as to form:

_____
City Attorney

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

(Contractor) _____

By: _____ (SEAL)

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

Monmouth Solutions

Size	Year 1 Price	Year 2 Price	Year 3 Price
1 Yard Rear	$	$	$
1.5 Yard Rear	$	$	$
2 Yard BOX	$	$	$
2 Yard Square Rear	$1,199.00	$1,499.00	$1,799.00
3 Yard Rear	$1,549.00	$2,849.00	$2,149.00
6 Yard Rear	$2,199.00	$2,499.00	$2,799.00

WasteEquip

Size	Year 1 Price	Year 2 Price	Year 3 Price
1 Yard Rear	$869.03	$869.03	$869.03
1.5 Yard Rear	$895.15	$895.15	$895.15
2 Yard BOX	$1,001.92	$1001.92	$1001.92
2 Yard Square Rear	$	$	$
3 Yard Rear	$1,129.48	$1,129.48	$$1,129.48
6 Yard Rear	$1,635.86	$1,635.86	$1,635.86

Iron Container

Size	Year 1 Price	Year 2 Price	Year 3 Price
1 Yard Rear	$509	$537	$568
1.5 Yard Rear	$553	$583	$617
2 Yard BOX	$594	$627	$663
2 Yard Rear	$594	$627	$663
3 Yard Rear	$778	$820	$868
6 Yard Rear	$1178	$1142	$1314

Memorandum

Meeting Details: March 12, 2025

Prepared For: Mayor & Board of Commissioners

From: Megan Wepfer, Public Works Director

Subject: Archibald Parking lot and 142nd Beach Access repair approval

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Background

The Archibald Parking lot and 142nd Beach Access was severely damaged due to Hurricane Helene. Because of the state of the parking lot and the construction of the new restroom staff budgeted $500,000 for the parking lot improvements in FY25. The damage done from the hurricane and cleanup included asphalt damage, curbs missing, sidewalk damage, and miscellaneous items that are presented daily. The repair cost came in well over $30,000 and it was decided to complete it all at once after the restroom was completed, especially since the improvements had been budgeted. Staff is requesting approval to Piggyback off the contract in which Keystone Excavators Inc. won with the City of Largo for neighborhood roadway and infrastructure improvements -TR-02 Valencia Dr Area, contract number 24-B-799. Keystone Excavators is a preferred contractor with the City of Madeira Beach and has completed several roadway projects within the city. The most recent project consisted of Gulf Lane and the beach access improvements from 135th Beach Access to Johns Pass Park. The Largo contract has also been utilized by the City of Clearwater for parking lot repairs after Hurricane Helene at the Rockaway Lot.

The proposal from Keystone covers survey and layout by the contractor, mobilization, traffic control (MOT), clearing, curb, concrete sidewalk, Milling and resurfacing, bond, and a contingency. The parking lot was scheduled for Milling and Resurfacing in FY25 after the completion of the bathroom project and has been budgeted for $500,000.00.

The beach access located at 142nd just south of Shoreline Island Resort consisted of a 20 ft wide concrete walkway but Helene caused the undermining of the base causing the concrete to collapse when trying to

clear the sand. The proposal will cover the replacement of concrete and add a concrete planter on the north side. The new access will still be wide enough to fit a vehicle but add some character by adding landscaping.

Fiscal Impact

The fiscal impact for the repair of both Archibald Park and 142nd Beach Access is $494,680.00. Staff has $500,000.00 budgeted in FY25.

Recommendation(s)

Staff recommend the Board of Commissioners approve the piggyback contract from the City of Largo with Keystone Excavators Inc for $494,680.00.

Attachments

- Keystone Excavators Inc Proposal
- Largo Bid Package
- Keystone Bid Form
- City of Largo executed contract with Keystone

PROPOSAL

From: Keystone Excavators, Inc.
371 Scarlet Blvd.
Oldsmar, FL 34677 USA
Contact: Marcus M. Epling
Phone: 813 854 2342
Email: marcus@keystoneexcavators.com

Project: MADEIRA BEACH - ARCHIBALD PARK SITE RESTORATION
Description: Parking Lot Restoration
Bid Location:

ITEM / DESCRIPTION	BID QTY	U/M	UNIT BID	AMOUNT
01 - ARCHIBALD PARK				
1a Largo Item: Mobilization (101-0100)	0.100	LS	$400,000.00	$40,000.00
2a Largo Item: Survey & Layout By Contractor (005-0700)	0.100	LS	$78,000.00	$7,800.00
3a Largo Item: Traffic Control (102-0100)	0.100	LS	$165,000.00	$16,500.00
4a Largo Item: Clear & Grub (110-1)	0.100	LS	$165,000.00	$16,500.00
5a Largo Item: Curb (520)	750.000	LF	$56.00	$42,000.00
6a Largo Item: Concrete Sidewalk, 6" (522-1)	100.000	SY	$157.00	$15,700.00
7a Largo Item: Detectable Warning	40.000	SF	$35.00	$1,400.00
8a Largo Item: 1.5" Milling (327)	5,400.000	SY	$14.25	$76,950.00
9a Largo Item: 1.5" Superpave 9.5 Asphaltic Concrete (324) (SP 12.5 Var Thick)	450.000	TON	$300.00	$135,000.00
10a Bond (Cost for Archibald Park Portion Only)	1.000	LS	$8,400.00	$8,400.00
11a Contingency	1.000	LS	$65,000.00	$65,000.00
01 - ARCHIBALD PARK			**Section Total:**	**$425,250.00**

PROPOSAL

ITEM / DESCRIPTION	BID QTY	U/M	UNIT BID	AMOUNT
02 - BEACH ACCESS				
1b Largo Item: Mobilization (101-0100)	0.020	LS	$400,000.00	$8,000.00
2b Largo Item: Survey & Layout By Contractor (005-0700)	0.020	LS	$78,000.00	$1,560.00
3b Largo Item: Traffic Control (102-0100)	0.020	LS	$165,000.00	$3,300.00
4b Largo Item: Clear & Grub (110-1)	0.020	LS	$165,000.00	$3,300.00
5b Largo Item: Concrete Sidewalk, 6" (522-1)	235.000	SY	$157.00	$36,895.00
6b Bond (Cost for Beach Access Portion Only)	1.000	LS	$1,375.00	$1,375.00
7b Contingency	1.000	LS	$15,000.00	$15,000.00
02 - BEACH ACCESS			**Section Total:**	**$69,430.00**
			TOTAL BID:	**$494,680.00**

Project Comments

Project Notes / Exclusions:

- Price does not take into account encountering underground obstructions such as unmarked utilities, rock, hazardous
  materials, etc.
- No dewatering of any kind figured.
- Work to be completed in its entirety under 1 mobilization.
- Work does not take into account encountering existing utilities within the footprint of the proposed work.
- Fixing, rerouting, replacing or installing new utilities has not been figured for this project.
- No landscaping or irrigation work figured.
- No permits, fees, or testing of any kind figured.
- Dump fees for spoil materials coming off site has not been figured.

PROPOSAL

- As-build drawings by a PLS has not been figured.
- Maintenance of traffic will be complete shutdown of the parking lot (all areas) unitl work is complete.

Prepared by:
CITY OF LARGO, FLORIDA
ENGINEERING SERVICES DEPARTMENT

Neighborhood Roadway and Infrastructure Improvements – TR-02
Valencia Dr Area

Contract Number: 24-B-799

June 28, 2024

The proposed work specified in this contract is subject to City Commission approval; therefore, any, all, or part of the work specified herein may be increased, decreased, or deleted in accordance with City Commission direction.

All work within Pinellas County jurisdiction shall be performed in accordance with Pinellas County standards and utility license terms, provisions, and conditions.

All other work under this contract shall be governed by these specifications and by all applicable City of Largo standards.

All communications pertaining to this contract shall carry the reference **"City Bid No. 24-B-799"**.

Jerald Woloszynski
Jerald Woloszynski, P.E.
Director of Engineering Services

BIDDING DOCUMENTS FOR
NEIGHBORHOOD ROADWAY AND INFRASTRUCTURE IMPROVEMENTS
VALNCIA DR AREA

CONTRACT NO: 24-B-799

BIDDING REQUIREMENTS
Advertisement (C-111)
Instructions to Bidders (C-200)
Bid Form (C-410)
Bid Bond (C-435)
Qualifications Statement (C-451)
Corporate Acknowledgment
Certificate as to Corporate Official
Debarment, Suspension Vendor Responsibility Certification Form
Non-Collusive Affidavit
Drug-Free Workplace Certification
Trench Safety Act

CONTRACT DOCUMENTS
Agreement (C-520)*****
General Conditions of the Construction Contract (C-700)
Supplementary Conditions (C-800)*****
Performance Bond (C-610)
Payment Bond (C-615)
Contractor's Application for Payment (C-620)
Notice of Award (C-510)
Notice to Proceed (C-550)
Work Change Directive (C-940)
Change Order (C-941)
Field Order (C-942)
Certificate of Substantial Completion (C-625)
Notice of Acceptability of Work (C-626)
Affidavit and Partial Release of Lien
Final Affidavit and Partial Release of Lien
Final Receipt – Release of Lien (provided by Contractor)

***** **It is Owner's expectation that exceptions will be resolved through Addenda prior to bid submittal in order to expedite contract execution.**

TECHNICAL SPECIFICATIONS
PLANS

CITY OF LARGO
LARGO, Fl

NEIGHBORHOOD ROADWAY AND INFRASTRUCTURE IMPROVEMENTS
VALENCIA DR AREA

CONTRACT NUMBER: 24-B-799

ADVERTISEMENT FOR BIDS

Sealed Bids for the **Neighborhood Roadway and Infrastructure Improvements - Valencia Dr Area Project will** be received by **the City of Largo**, at the **Office of Performance and Budget**, until 3:00 PM local time on **August 08, 2024** at which time the Bids received will be **publicly** opened and read. The Project consists of **pavement improvements to the Valencia Dr. area. The work will include pavement work consisting of major rehabilitation/reconstruction, stormwater infrastructure improvements, and water quality improvements.**

Bids will be received for a single prime Contract. Bids shall be on a unit price, as well as lump sum basis, with additive alternate bid items as indicated in the Bid Form.

The Issuing Office for the Bidding Documents is: **Office of Performance and Budget, 201 Highland Avenue, Largo, FL 33770. Direct questions concerning this Bid to Kezia Southern, Procurement Analyst, ksouthern@largo.com.** Prospective Bidders may obtain copies of the Bidding Documents from the Issuing Office as described below. **Deadline for questions is July 15, 2024.**

Bidding Documents may be downloaded from Demandstar.com, free of charge.

Bidders may elect to submit their response to this ITB by electronic submission through the free on-line services of DemandStar. All documents and attachments must be uploaded by the date and time indicated. Bidders who are e-bidding for the first time are strongly encouraged to contact DemandStar at 866-273-1863 or obtain assistance by e-mailing questions to Support@demandstar.com. Solicitation responses uploaded to DemandStar after the solicitation response due date and time shall not be considered. It is the sole responsibility of the bidder to ensure that its solicitation response is uploaded and submitted before such date and time. The City of Largo is not responsible for delays caused by power outages or internet failures. No exceptions will be made.

No Pre-bid conference will be held at this time.

Bid security shall be furnished in accordance with the Instructions to Bidders.

IT IS THE BIDDER'S RESPONSIBILITY TO CHECK DEMANDSTAR FOR FINAL DOCUMENTS PRIOR TO SUBMITTAL

Owner: **City of Largo**

By: **Kezia Southern**

Title: **Procurement Analyst**

Date: **June 28, 2024**

+ + END OF ADVERTISEMENT FOR BIDS + +

EJCDC® C-111, Suggested Advertisement for Bids for Construction Contracts.
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INSTRUCTIONS TO BIDDERS

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ARTICLE 1 – DEFINED TERMS

1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:

ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

2.01 Complete sets of the Bidding Documents may be obtained from the Issuing Office in the number and format stated in the advertisement.

2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.03 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license for any other use.

ARTICLE 3 – QUALIFICATIONS OF BIDDERS

3.01 To demonstrate Bidder's qualifications to perform the Work, Bidder shall submit with its Bid a completed Qualification Statement, included with these Bidding Requirements.

3.02 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.

3.03 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.

3.04 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.

ARTICLE 4 – SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE

4.01 *Site and Other Areas*

A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

4.02 *Existing Site Conditions*

A. Subsurface and Physical Conditions; Hazardous Environmental Conditions

1. The Supplementary Conditions identify:

a. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site.

b. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).

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c. reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.

d. Technical Data contained in such reports and drawings.

2. Owner will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

3. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.

B. Underground Facilities: Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or adjacent to the Site are set forth in the Contract Documents and are based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.

C. Adequacy of Data: Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions, and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated subsurface or physical conditions appear in Paragraphs 5.03, 5.04, and 5.05 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work, appear in Paragraph 5.06 of the General Conditions.

4.03 *Site Visit and Testing by Bidders*

A. Bidder shall conduct the required Site visit during normal working hours, and shall not disturb any ongoing operations at the Site.

B. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.

C. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site.

D. Bidder shall comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.

E. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

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4.04 *Owner's Safety Program*

A. Site visits and work at the Site may be governed by an Owner safety program. As the General Conditions indicate, if an Owner safety program exists, it will be noted in the Supplementary Conditions.

4.05 *Other Work at the Site*

A. Reference is made to Article 8 of the Supplementary Conditions for the identification of the general nature of other work of which Owner is aware (if any) that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) and relates to the Work contemplated by these Bidding Documents. If Owner is party to a written contract for such other work, then on request, Owner will provide to each Bidder access to examine such contracts (other than portions thereof related to price and other confidential matters), if any.

ARTICLE 5 – BIDDER'S REPRESENTATIONS

5.01 It is the responsibility of each Bidder before submitting a Bid to:

A. examine and carefully study the Bidding Documents, and any data and reference items identified in the Bidding Documents;

B. visit the Site, conduct a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfy itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;

C. become familiar with and satisfy itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work;

D. carefully study all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings;

E. consider the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs;

F. agree, based on the information and observations referred to in the preceding paragraph, that at the time of submitting its Bid no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;

G. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;

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H. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder;

I. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work; and

J. agree that the submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 6 – PRE-BID CONFERENCE

6.01 There will be no pre-bid conference for this advertisement.

ARTICLE 7 – INTERPRETATIONS AND ADDENDA

7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all parties recorded as having received the Bidding Documents. Questions received less than seven days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

7.02 Addenda may be issued to clarify, correct, supplement, or change the Bidding Documents.

7.03 It is Owner's intention to resolve exceptions to the Agreement and Supplementary Conditions through Addenda in order to expedite contract execution.

ARTICLE 8 – BID SECURITY

8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of five percent (5%) of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a certified check, bank money order, or a Bid bond (on the form included in the Bidding Documents) issued by a surety meeting the requirements of Paragraphs 6.01 and 6.02 of the General Conditions.

8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract Documents, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults.

8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.

8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within seven days after the Bid opening.

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ARTICLE 9 – CONTRACT TIMES

9.01 The number of days within which, or the dates by which, the Work is to be substantially completed, and completed and ready for final payment, are set forth in the Agreement.

ARTICLE 10 – LIQUIDATED DAMAGES

10.01 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

ARTICLE 11 – SUBSTITUTE AND "OR-EQUAL" ITEMS

11.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration during the bidding and Contract award process of possible substitute or "or-equal" items. In cases in which the Contract allows the Contractor to request that Engineer authorize the use of a substitute or "or-equal" item of material or equipment, application for such acceptance may not be made to and will not be considered by Engineer until after the Effective Date of the Contract.

11.02 All prices that Bidder sets forth in its Bid shall be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of "or-equal" or substitution requests are made at Bidder's sole risk.

ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS, AND OTHERS

12.01 A Bidder shall be prepared to retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of the Work if required by the Bidding Documents (most commonly in the Specifications) to do so. If a prospective Bidder objects to retaining any such Subcontractor, Supplier, or other individual or entity, and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.

12.02 Subsequent to the submittal of the Bid, Owner may not require the Successful Bidder or Contractor to retain any Subcontractor, Supplier, or other individual or entity against which Contractor has reasonable objection.

12.03 The apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to Owner a list of the Subcontractors or Suppliers proposed for the following portions of the Work.

If requested by Owner, such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, or other individual or entity. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder shall submit a substitute, Bidder's Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.

12.04 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, or other individuals or entities. Declining to make requested substitutions will constitute grounds

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for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.06 of the General Conditions.

ARTICLE 13 – PREPARATION OF BID

13.01 The Bid Form is included with the Bidding Documents.

A. All blanks on the Bid Form shall be completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.

B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words "No Bid" or "Not Applicable."

13.02 A Bid by a corporation shall be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation shall be shown.

13.03 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The partnership's address for receiving notices shall be shown.

13.04 A Bid by a limited liability company shall be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the firm's address for receiving notices shall be shown.

13.05 A Bid by an individual shall show the Bidder's name and address for receiving notices.

13.06 A Bid by a joint venture shall be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture's address for receiving notices shall be shown.

13.07 All names shall be printed in ink below the signatures.

13.08 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.

13.09 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.

13.10 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. Bidder's state contractor license number, if any, shall also be shown on the Bid Form.

ARTICLE 14 – BASIS OF BID

14.01 *Lump Sum*

A. Bidders shall submit a Bid on a lump sum basis as set forth in the Bid Form.

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14.02 *Unit Price*

A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.

B. The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item will be the product of the "Estimated Quantity" (which Owner or its representative has set forth in the Bid Form) for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices"; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions.

C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

ARTICLE 15 – SUBMITTAL OF BID

15.01 With each copy of the Bidding Documents, a Bidder is furnished one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Article 7 of the Bid Form.

15.02 A Bid shall be received no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in a plainly marked package with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid shall be addressed to City of Largo, Office of Performance and Budget, 201 Highland Avenue NE, Largo, FL 33770, Attn: Mecca Serfustini, Contracts and Procurement Administrator.

15.03 Overnight and Express Mail should not be addressed to the City's PO Box.

15.04 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID

16.01 A Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.

16.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 16.01 and submit a new Bid prior to the date and time for the opening of Bids.

16.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

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ARTICLE 17 – OPENING OF BIDS

17.01 Bids will be opened at the time and place indicated in the advertisement or invitation to bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT

19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible. If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, then the Owner will reject the Bid as nonresponsive; provided that Owner also reserves the right to waive all minor informalities not involving price, time, or changes in the Work.

19.02 If Owner awards the contract for the Work, such award shall be to the responsible Bidder submitting the lowest responsive Bid.

19.03 Evaluation of Bids

A. In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.

B. For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared on the basis of the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.

C. This procedure is only used to determine the lowest bid for comparison and contractor selection purposes. The Contract Price for compensation and payment purposes remains the Bid price shown in the Bid Form.

19.04 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.

19.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

ARTICLE 20 – BONDS AND INSURANCE

20.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the Agreement (executed by Successful Bidder) to Owner, it shall be accompanied by required bonds and insurance documentation.

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ARTICLE 21 – SIGNING OF AGREEMENT

21.01 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder shall execute and deliver the required number of counterparts of the Agreement (and any bonds and insurance documentation required to be delivered by the Contract Documents) to Owner. Within ten days thereafter, Owner shall deliver one fully executed counterpart of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

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BID FORM

NEIGHBORHOOD ROADWAY AND INFRASTRUCTURE IMPROVEMENTS –VALENCIA DRIVE

CONTRACT NO. 24-B-799

EJCDC® C-410, Bid Form for Construction Contracts.
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ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

City of Largo

Office of Performance and Budget

201 Highland Avenue NE

Largo, FL 33770

Attn: Kezia Southern, Procurement Analyst

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

Addendum No.	**Addendum, Date**
_____	_____
_____	_____
_____	_____
_____	_____

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all 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 or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

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E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.

F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, 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 given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.

I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.

J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

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4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the e execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

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CITY OF LARGO ENGINEERING DEPARTMENT
NEIGHBORHOOD ROADWAY AND INFRASTRUCTURE IMPROVEMENTS - VALENCIA DRIVE (TRO2)
BID FORM

Item No.	Pay Item Description (City of Largo Base Bid)	Quantity	Unit	Unit Price ($)	Total Price ($)
1	Testing Laboratory Allowance (S-4)	1.00	LA	$ 27,700.00	$ 27,700.00
2	Clear & Grub (110-1)	1.00	LS		$ -
3	Excavation and Embankment	1,367.00	CY		$ -
4	Mailbox Relocation (110)	24.00	EA		$ -
5	Mailbox Replacement, Masonry (110)	3.00	EA		$ -
6	Performance Turf (570)	1,784.00	SY		$ -
7	1.5" Milling (327)	1,851.00	SY		$ -
8	Asphaltic Concrete Structural Course, SP-9.5	784.00	TN		$ -
9	Asphaltic Concrete Base Course, B-12.5	287.00	TN		$ -
10	Roadway Curb and Gutter Base, 8 inch	5,472.00	SY		$ -
11	Stabilized Subgrade, 12 inch	6,903.00	SY		$ -
12	Miami Curb (520)	5,076.00	LF		$ -
13	Valley Curb (520)	106.00	LF		$ -
14	FDOT Type F Curp (520)	170.00	LF		$ -
15	Driveway, Concrete (522-3)	1,060.00	SY		$ -
16	Driveway, Shell	13.00	CY		$ -
17	Storm Inlet, Type RC-5	2.00	EA		$ -
18	Storm Inlet, Ditch Bottom Inlet, Type D (425)	4.00	EA		$ -
19	Storm Inlet, Gutter Inlet, Type V, J Bottom	1.00	EA		$ -
20	Drainage Manhole, 5" Diameter (425)	3.00	EA		$ -
21	12" x 18" ERCP (430)	999.00	LF		$ -
22	Adjustment of Existing Structure, Manhole	2.00	EA		$ -
23	Underdrain System (440)	898.00	LF		$ -
24	Signs (700) Furnish and Install	4.00	EA		$ -
25	Signs, Relocate	2.00	EA		$ -
26	Thermoplastic, Standard, Yellow Solid, 6" (711)	160.00	LF		$ -
27	Thermoplastic, Standard, White Solid, 24" (711)	50.00	LF		$ -
28	Reflective Pavement Markers	13.00	EA		$ -
29	Irrigation Per Lot	3.00	EA		$ -
	TOTAL CITY OF LARGO BASE BID			$	

Item No.	Pay Item Description (Pinellas County Base Bid)	Quantity	Unit	Unit Price ($)	Total Price ($)
PW-330521-202-06FP18	6" Directional Drill Fusible PVC Pipe, C-900 DR 18	785.00	LF		$ -
PW-330521-202-06P18RJC	6" Directional Drill PVC Restrained Joint Pipe and Couplings C-900 DR 18	45.00	LF		$ -
PW-331101-105-90204	Disconnect & Plug 2" or 4" Pipe	2.00	EA		$ -
PW-331101-105-90608	Disconnect & Plug 6" or 8" Pipe	4.00	EA		$ -
PW-331101-304-02P17RJF	2" PVC Restrained Joint Pipe & Fittings, SDR 17	30.00	LF		$ -
PW-331101-304-06P18	6" PVC Pipe, C-900 DR 18	945.00	LF		$ -
PW-331101-304-06P18RJF	6" PVC Restrained Joint Pipe and Fittings, C-900 DR 18	65.00	LF		$ -
PW-331101-305-90608	Remove Out of Service Pipe 6" to 8"	970.00	LF		$ -
PW-331101-308-02SC	2" Sleeved Connection	3.00	EA		$ -
PW-331101-308-06SC	6" Sleeved Connection	2.00	EA		$ -
PW-331101-308-924RD	Reverse Deadman for 2" or 4" Pipe	3.00	EA		$ -
PW-331101-308-968RD	Reverse Deadman for 6" or 8" Pipe	2.00	EA		$ -
PW-331101-309-02RW	2" RWGV (Resilient Wedge Gate Valve) & Box	2.00	EA		$ -
PW-331101-309-06RW515	6" RWGV & Box C 515	2.00	EA		$ -
PW-331101-310-0002	Fire Hydrant Assembly with Valve	6.00	EA		$ -
PW-331101-312-0606TV	6" x 6" Tapping Sleeve Valve & Box	1.00	EA		$ -
PW-331101-312-2406TV	24" x 6" Tapping Sleeve Valve & Box	1.00	EA		$ -
PW-331101-312-3006TV	30" x 6" Tapping Sleeve Valve & Box	1.00	EA		$ -
PW-331101-314-01LS	1" Service Connection (Long Side)	47.00	EA		$ -
PW-331101-314-01SS	1" Service Connection (Short Side)	27.00	EA		$ -
353-0100	Driveway Restoration (In Kind)	12.00	SY		$ -
522-2504	Sidewalk, Concrete,6" Min. Thickness, Remove and Replace, < 25 Square Yards	6.00	SY		$ -
522-8000	Ramp, ADA, 6" Min. Thickness	1.00	EA		$ -
005-0700	Survey Construction Layout and As Builts (WM)	1.00	LS		$ -
PW-999-0000	Unspecified Work (Allowance)	1.00	LS	$ 150,000.00	$ 150,000.00
	TOTAL PINELLAS COUNTY BASE BID			$	
	TOTAL PROJECT BASE BID			$	

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purposes of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 – ATTACHMENTS TO THIS BID

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

A. Required Bid security;

B. List of Proposed Subcontractors;

C. List of Proposed Suppliers;

D. List of Project References;

E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;

F. Contractor's License No.: _____

G. Required Bidder Qualification Statement with supporting data; and

H. Corporate Acknowledgement

I. Certificate as to Corporate Official

J. Debarment, Suspension Vendor Responsibility Certification Form

K. Non-collusive Affidavit

L. Drug-free Workplace Certification

M. Trench Safety Act

ARTICLE 8 – DEFINED TERMS

The terms used in this Bid with initial capital letters have the meanings stated in the instructions to Bidders, the General Conditions, and the Supplementary Conditions.

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ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

_____

By:
[Signature] _____

[Printed name] _____
(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:
[Signature] _____

[Printed name] _____

Title: _____

Submittal Date: _____

Address for giving notices:

_____

_____

_____

Telephone Number: _____

Fax Number: _____

Contact Name and e-mail address: _____

_____

Bidder's License No.: _____
(where applicable)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

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CITY OF LARGO ENGINEERING DEPARTMENT
ESQUIRE MANOR/ WHISPERING PINES MANOR/LAKE BREEZE ESTATES ROADWAY AND DRAINAGE IMPROVEMENTS (TRO3)
BID FORM

Item No.	Pay Item Description (City of Largo Base Bid)	Quantity	Unit	Unit Price ($)	Total Price ($)
1	Survey & Layout By Contractor (005-0700)	1.00	LS	$ 78,000.00	$ 78,000.00
2	Testing Laboratory Allowance (S-4)	1.00	LA	$ 8,000.00	$ 8,000.00
3	Mobilization (101-0100)	1.00	LS	$ 400,000.00	$ 400,000.00
4	Traffic Control (102-0100)	1.00	LS	$ 165,000.00	$ 165,000.00
5	Erosion Control Measures (104)	1.00	LS	$ 38,750.00	$ 38,750.00
6	Clear & Grub (110-1)	1.00	LS	$ 210,000.00	$ 210,000.00
7	Excavation of Unsuitable Materials (120-2)	250.00	CY	$ 35.00	$ 8,750.00
8	Root Control Barrier (110-2)	75.00	LF	$ 50.00	$ 3,750.00
9	Root Pruning (110-3)	150.00	LF	$ 20.00	$ 3,000.00
10	Mailbox Relocation (110)	50.00	EA	$ 225.00	$ 11,250.00
11	Mailbox Replacement, Masonry (110)	2.00	EA	$ 5,000.00	$ 10,000.00
12	Performance Turf (570)	24,600.00	SY	$ 7.00	$ 172,200.00
16	1.5" Milling (327)	1,910.00	SY	$ 14.25	$ 27,217.50
17	1.5" Superpave 9.5 Asphaltic Concrete (324)	1,020.00	TN	$ 300.00	$ 306,000.00
18	9" FDR Base (392)	10,560.00	SY	$ 38.00	$ 401,280.00
19	Miami Curb (520)	9,615.00	LF	$ 56.00	$ 538,440.00
20	Valley Curb (520)	60.00	LF	$ 110.00	$ 6,600.00
21	Concrete Sidewalk, 4" (522-1)	3,515.00	SY	$ 120.00	$ 421,800.00
22	Concrete Sidewalk, 6" (522-1)	170.00	SY	$ 157.00	$ 26,690.00
23	Concrete Driveway (522-3)	3,250.00	SY	$ 157.00	$ 510,250.00
24	Detectable Warning (527)	40.00	SF	$ 35.00	$ 1,400.00
25	Storm Inlet, Type RC-3 (425)	1.00	EA	$ 10,900.00	$ 10,900.00
26	Storm Inlet, Type RC-4 (425)	8.00	EA	$ 11,000.00	$ 88,000.00
27	Storm Inlet, Ditch Bottom Inlet, Type D (425)	2.00	EA	$ 8,300.00	$ 16,600.00
28	Drainage Manhole, 4' Diameter (425)	5.00	EA	$ 8,500.00	$ 42,500.00
29	18" RCP (430)	56.00	LF	$ 200.00	$ 11,200.00
30	24" RCP (430)	935.00	LF	$ 225.00	$ 210,375.00
31	12" x 18" ERCP (430)	115.00	LF	$ 215.00	$ 24,725.00
32	19" x 30" ERCP (430)	89.00	LF	$ 300.00	$ 26,700.00
33	12" PVC C-900 (430)	52.00	LF	$ 125.00	$ 6,500.00
34	Underdrain System (440)	4,235.00	LF	$ 60.00	$ 254,100.00
35	Signs (700)	4.00	EA	$ 300.00	$ 1,200.00
36	Thermoplastic, Standard, White Solid, 12" (711)	200.00	LF	$ 10.00	$ 2,000.00
37	Thermoplastic, Standard, White Solid, 24" (711)	40.00	LF	$ 15.00	$ 600.00
38	Sanitary Sewer Pipe, 8-Inch C900 PVC (730)	44.00	LF	$ 315.00	$ 13,860.00
39	Sanitary Sewer 4-Foot Manhole	1.00	EA	$ 12,600.00	$ 12,600.00
40	Adjustment of Existing Structures & Service Lines, Misc. (800)	15.00	EA	$ 1,500.00	$ 22,500.00
	TOTAL CITY OF LARGO BASE BID			$	$ 4,092,737.50

Item No.	Pay Item Description (Pinellas County Base Bid)	Quantity	Unit	Unit Price ($)	Total Price ($)
005-0700	Survey Construction Layout and As Builts (WM)	1.00	LS	$ 14,250.00	$ 14,250.00
PW-330521-202-06FP18	6" Directional Drill Fusible PVC Pipe, C-900 DR 18	3,380.00	LF	$ 108.00	$ 365,040.00
PW-330521-202-06P18RJC	6" Directional Drill PVC Restrained Joint Pipe and Couplings C-900 DR 18	225.00	LF	$ 125.00	$ 28,125.00
PW-331101-105-90204	Disconnect & Plug 2" or 4" Pipe	9.00	EA	$ 500.00	$ 4,500.00
PW-331101-105-90608	Disconnect & Plug 6" or 8" Pipe	6.00	EA	$ 750.00	$ 4,500.00
PW-331101-304-06P18	6" PVC Pipe, C-900 DR 18	1,430.00	LF	$ 67.00	$ 95,810.00
PW-331101-304-06P18RJF	6" PVC Restrained Joint Pipe and Fittings, C-900 DR 18	95.00	LF	$ 265.00	$ 25,175.00
PW-331101-304-9006D	6" DIP Pipe (CL 350) Offset < 50'	1.00	EA	$ 8,100.00	$ 8,100.00
PW-331101-305-90204	Remove Out of Service Pipe 2" to 4"	1,445.00	LF	$ 15.00	$ 21,675.00
PW-331101-305-90608	Remove Out of Service Pipe 6" to 8"	105.00	LF	$ 25.00	$ 2,625.00
PW-331101-308-06SC	6" Sleeved Connection	7.00	EA	$ 1,500.00	$ 10,500.00
PW-331101-308-968RD	Reverse Deadman for 6" Pipe	6.00	EA	$ 3,250.00	$ 19,500.00
PW-331101-309-06RW515	6" RWGV & Box C 515	7.00	EA	$ 4,425.00	$ 30,975.00
PW-331101-310-0002	Fire Hydrant Assembly	8.00	EA	$ 10,100.00	$ 80,800.00
PW-331101-312-0606TV	6" x 6" Tapping Sleeve Valve & Box	5.00	EA	$ 8,000.00	$ 40,000.00
PW-331101-314-02SS	2" Service Connection (Short Side)	2.00	EA	$ 3,750.00	$ 7,500.00
PW-331101-314-01LS	1" Service Connection (Long Side)	94.00	EA	$ 3,600.00	$ 338,400.00
PW-331101-314-01SS	1" Service Connection (Short Side)	95.00	EA	$ 2,375.00	$ 225,625.00
353-0100	Driveway Restoration (In Kind)	64.00	SY	$ 225.00	$ 14,400.00
PW-999-0000	Pinellas County Unspecified Work (Allowance)	1.00	LS	$ 250,000.00	$ 250,000.00
TOTAL PINELLAS COUNTY BASE BID				$	$ 1,587,500.00
TOTAL PROJECT BASE BID				$	$ 5,680,237.50

Item No.	Pay Item Description (City of Largo Alternate A)	Quantity	Unit	Unit Price ($)	Tot ($)
Remove					
18	9" FDR Base (392)	-10,560.00	SY	$ 38.00	$ (401,280.00)
Add					
9.5	12" Stabilization (40 LBR) (160)	10,560.00	SY	$ 20.00	$ 211,200.00
15	8" Crushed Concrete Base (100 LBR) (200)	10,560.00	SY	$ 36.00	$ 380,160.00
16A	1.5" Milling (327)	10,560.00	SY	$ 10.00	$ 105,600.00
	TOTAL CITY OF LARGO (ALTERNATE A) BASE BID			$	$ 295,680.00
	TOTAL PINELLAS COUNTY BASE BID			$	$ 1,587,500.00
	TOTAL PROJECT (ALTERNATE A) BASE BID			$	$ 5,975,917.50

NOTICE TO PROCEED

Owner:	**City of Largo**	Owner's Contract No.:	**24-B-784**
Contractor:	Keystone Excavators, Inc.	Contractor's Project No.:	
Engineer:	**Land & Water Engineering Science, Inc.**	Engineer's Project No.:	
Project:	**Esquire Manor/Whispering Pines Manor/Lake Breeze Estates Roadway and Drainage Improvements**	Contract Name:	
		Effective Date of Contract:	**January 5, 2024**

TO CONTRACTOR:

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on **May 1, 2024.** *[see Paragraph 4.01 of the General Conditions]*

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work shall be done at the Site prior to such date. In accordance with the Agreement, the number of days to achieve Substantial Completion is **300**, and the number of days to achieve readiness for final payment is **360.**

Before starting any Work at the Site, Contractor must comply with the following: Contractor may start the project submittal process prior to the May 1, 2024, start of Work at the Site date.

Owner: **City of Largo**

Authorized Signature

By: Norm Shaw

Title: Construction Manager

Date Issued: 03/14/2024

Copy: Engineer

AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between **CITY OF LARGO** ("Owner") and Keystone Excavators, Inc. ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Esquire Manor/Whispering Pines Manor/Lake Breeze Estates Roadway and Drainage Improvements**

ARTICLE 3 – ENGINEER

3.01 The part of the Project that pertains to the Work has been designed by Land & Water Engineering Science, Inc.

3.02 Reference to ENGINEER in the Contract Documents shall be the OWNER, City of Largo Engineering Services Department. The OWNER will assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Days*

A. The Work will be substantially completed within **300** days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **360** days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of

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requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner **$500** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **$500** for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

ARTICLE 5 – CONTRACT PRICE-

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment shall be submitted to Brent Larson, City of Largo Construction Manager, by the last calendar day of the month. Applications for Payment will be processed by Owner as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment in accordance with section 218.735, Florida Statues (2018) during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
   a. **95** percent of Work completed (with the balance being retainage) for the duration of the Project.
   b. Upon Substantial Completion Contractor may request release of retainage, which will not be unreasonably withheld by the Owner.

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6.03 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

7.01 All amounts not paid when due shall bear interest at the rate of one percent per month.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.

B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, 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. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

G. Contractor 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 Contract Documents.

H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

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J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

A. The Contract Documents consist of the following:

1. This Agreement
2. Performance bond
3. Payment bond
4. General Conditions
5. Supplementary Conditions
6. Specifications as listed in the table of contents of the Project Manual.
7. Drawings (attached and incorporated) with each sheet bearing the following general title: **LARGO TR03 ROADWAY AND DRAINAGE IMPROVEMENTS**
8. Addenda
9. Exhibits to this Agreement (enumerated as follows):
    a. Contractor's Bid
    b. Insurance Certificates
    c. List of Personnel
    d. List of Proposed Subcontractors
    e. Final Release of Lien
    f. Final Affidavit
    g. Surety's Consent to Final Payment
10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    a. Notice to Proceed.
    b. Work Change Directives.
    c. Change Orders.
    d. Field Orders.

B. There are no Contract Documents other than those listed above in this Article 9.

C. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

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ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

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10.06 *Other Provisions*

A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

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IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on Jan 5, 2024 (which is the Effective Date of the Contract).

OWNER:	CONTRACTOR:
City of Largo	Keystone Excavators, Inc.
By: John Curp (Jan 4, 2024 18:02 EST)	By:
Title: City Manager	Title: PRESIDENT
	(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)
Attest: Diane L. Bruner	Attest:
Title: City Clerk	Title: SECRETARY

Risk Manager

Mary Bossone
Mary Bossone (Jan 4, 2024 15:59 EST)

Reviewed and Approved
By City Attorney:

Address for giving notices:	Address for giving notices:
John P. Curp, City Manager	Keystone Excavators, Inc.
201 Highland Avenue NE	371 Scarlet Blvd
Largo, FL 33770	Oldsmar, FL 34677

With required copy to:
Alan S. Zimmet, Esq.
Bryant Miller Olive, P.A.
One Tampa City Center, Suite 2700

License No.: _____
(where applicable)

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AFFIDAVIT

STATE OF FLORIDA
COUNTY OF **PINELLAS**

I HEREBY CERTIFY that a meeting of the Board of Directors of **_KEYSTONE EXCAVATORS, INC.**, a corporation under the laws of the State of **__FLORIDA__** held on **_SEPTEMBER 1__, 2023** the following resolution was duly passed and adopted:

"RESOLVED", that **_JEFFREY C. TRUXTON___**, as_ **PRESIDENT** of the corporation, be **he**/she is hereby authorized to execute the Agreement dated _____, 20____, between City of Largo, Florida and this Corporation, and that **his**/her execution thereof, attested by the Secretary of the Corporation and with corporate seal affixed, shall be the official act and deed of this Corporation".

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Corporation this 20th day of December, 2023.

Christie L. Truxton

Signature of Secretary
CHRISTIE TRUXTON
(Print or Type)
(Seal)

STATE OF **FLORIDA**
COUNTY OF **PINELLAS**

The foregoing instrument was acknowledged before me by means of **X** physical presence or _____ online notarization, this 20th day of December, 2023, by **CHRISTIE TRUXTON, SECRETARY** of **KEYSTONE EXCAVATORS, INC.**, a **FLORIDA** corporation, on behalf of the corporation. He/**she is personally known to** me or who has produced _____as identification.

Subscribed and sworn to before me
this 20th day of December, 2023

Nancy Herg James

Notary Public

My Commission Expires: _____

NANCY HERG JAMES
MY COMMISSION # HH 190368
EXPIRES: February 21, 2026
Bonded Thru Notary Public Underwriters

Exhibit: Keystone Excavators, Inc. Bid

CITY OF LARGO ENGINEERING DEPARTMENT

ESQUIRE MANOR/ WHISPERING PINES MANOR/LAKE BREEZE ESTATES ROADWAY AND DRAINAGE IMPROVEMENTS (TRO3)

BID FORM

Item No.	Pay Item Description (City of Largo Base Bid)	Quantity	Unit	Unit Price ($)	Total Price ($)
1	Survey & Layout By Contractor (005 0700)	1.00	LS	$ 78,000.00	$ 78,000.00
2	Testing Laboratory Allowance (S 4)	1.00	LA	$ 8,000.00	$ 8,000.00
3	Mobilization (101 0100)	1.00	LS	$ 400,000.00	$ 400,000.00
4	Traffic Control (102 0100)	1.00	LS	$ 165,000.00	$ 165,000.00
5	Erosion Control Measures (104)	1.00	LS	$ 38,750.00	$ 38,750.00
6	Clear & Grub (110 1)	1.00	LS	$ 210,000.00	$ 210,000.00
7	Excavation of Unsuitable Materials (120 2)	250.00	CY	$ 35.00	$ 8,750.00
8	Root Control Barrier (110 2)	75.00	LF	$ 50.00	$ 3,750.00
9	Root Pruning (110 3)	150.00	LF	$ 20.00	$ 3,000.00
10	Mailbox Relocation (110)	50.00	EA	$ 225.00	$ 11,250.00
11	Mailbox Replacement, Masonry (110)	2.00	EA	$ 5,000.00	$ 10,000.00
12	Performance Turf (570)	24,600.00	SY	$ 7.00	$ 172,200.00
16	1.5" Milling (327)	1,910.00	SY	$ 14.25	$ 27,217.50
17	1.5" Superpave 9.5 Asphaltic Concrete (324)	1,020.00	TN	$ 300.00	$ 306,000.00
18	9" FDR Base (392)	10,560.00	SY	$ 38.00	$ 401,280.00
19	Miami Curb (520)	9,615.00	LF	$ 56.00	$ 538,440.00
20	Valley Curb (520)	60.00	LF	$ 110.00	$ 6,600.00
21	Concrete Sidewalk, 4" (522 1)	3,515.00	SY	$ 120.00	$ 421,800.00
22	Concrete Sidewalk, 6" (522 1)	170.00	SY	$ 157.00	$ 26,690.00
23	Concrete Driveway (522 3)	3,250.00	SY	$ 157.00	$ 510,250.00
24	Detectable Warning (527)	40.00	SF	$ 35.00	$ 1,400.00
25	Storm Inlet, Type RC 3 (425)	1.00	EA	$ 10,900.00	$ 10,900.00
26	Storm Inlet, Type RC 4 (425)	8.00	EA	$ 11,000.00	$ 88,000.00
27	Storm Inlet, Ditch Bottom Inlet, Type D (425)	2.00	EA	$ 8,300.00	$ 16,600.00
28	Drainage Manhole, 4' Diameter (425)	5.00	EA	$ 8,500.00	$ 42,500.00
29	18" RCP (430)	56.00	LF	$ 200.00	$ 11,200.00
30	24" RCP (430)	935.00	LF	$ 225.00	$ 210,375.00
31	12" x 18" ERCP (430)	115.00	LF	$ 215.00	$ 24,725.00
32	19" x 30" ERCP (430)	89.00	LF	$ 300.00	$ 26,700.00
33	12" PVC C 900 (430)	52.00	LF	$ 125.00	$ 6,500.00
34	Underdrain System (440)	4,235.00	LF	$ 60.00	$ 254,100.00
35	Signs (700)	4.00	EA	$ 300.00	$ 1,200.00
36	Thermoplastic, Standard, White Solid, 12" (711)	200.00	LF	$ 10.00	$ 2,000.00
37	Thermoplastic, Standard, White Solid, 24" (711)	40.00	LF	$ 15.00	$ 600.00
38	Sanitary Sewer Pipe, 8 Inch C900 PVC (730)	44.00	LF	$ 315.00	$ 13,860.00
39	Sanitary Sewer 4 Foot Manhole	1.00	EA	$ 12,600.00	$ 12,600.00
40	Adjustment of Existing Structures & Service Lines, Misc. (800)	15.00	EA	$ 1,500.00	$ 22,500.00
	TOTAL CITY OF LARGO BASE BID			$	$ 4,092,737.50

Item No.	Pay Item Description (Pinellas County Base Bid)	Quantity	Unit	Unit Price ($)	Total Price ($)
~~005 0700~~	~~Survey Construction Layout and As Builts (WM)~~	~~1.00~~	~~LS~~	~~$ 14,250.00~~	~~$ 14,250.00~~
PW 330521 202 06FP18	6" Directional Drill Fusible PVC Pipe, C 900 DR 18	3,380.00	LF	$ 108.00	$ 365,040.00
PW 330521 202 06P18RJC	6" Directional Drill PVC Restrained Joint Pipe and Couplings C 900 DR 18	225.00	LF	$ 125.00	$ 28,125.00
PW 331101 105 90204	Disconnect & Plug 2" or 4" Pipe	9.00	EA	$ 500.00	$ 4,500.00
PW 331101 105 90608	Disconnect & Plug 6" or 8" Pipe	6.00	EA	$ 750.00	$ 4,500.00
PW 331101 304 06P18	6" PVC Pipe, C 900 DR 18	1,430.00	LF	$ 67.00	$ 95,810.00
PW 331101 304 06P18RJF	6" PVC Restrained Joint Pipe and Fittings, C 900 DR 18	95.00	LF	$ 265.00	$ 25,175.00
PW 331101 304 9006D	6" DIP Pipe (CL 350) Offset < 50'	1.00	EA	$ 8,100.00	$ 8,100.00
PW 331101 305 90204	Remove Out of Service Pipe 2" to 4"	1,445.00	LF	$ 15.00	$ 21,675.00
PW 331101 305 90608	Remove Out of Service Pipe 6" to 8"	105.00	LF	$ 25.00	$ 2,625.00
PW 331101 308 06SC	6" Sleeved Connection	7.00	EA	$ 1,500.00	$ 10,500.00
PW 331101 308 968RD	Reverse Deadman for 6" Pipe	6.00	EA	$ 3,250.00	$ 19,500.00
PW 331101 309 06RW515	6" RWGV & Box C 515	7.00	EA	$ 4,425.00	$ 30,975.00
PW 331101 310 0002	Fire Hydrant Assembly	8.00	EA	$ 10,100.00	$ 80,800.00
PW 331101 312 0606TV	6" x 6" Tapping Sleeve Valve & Box	5.00	EA	$ 8,000.00	$ 40,000.00
PW 331101 314 02SS	2" Service Connection (Short Side)	2.00	EA	$ 3,750.00	$ 7,500.00
PW 331101 314 01LS	1" Service Connection (Long Side)	94.00	EA	$ 3,600.00	$ 338,400.00
PW 331101 314 01SS	1" Service Connection (Short Side)	95.00	EA	$ 2,375.00	$ 225,625.00
353 0100	Driveway Restoration (In Kind)	64.00	SY	$ 225.00	$ 14,400.00
PW 999 0000	Pinellas County Unspecified Work (Allowance)	1.00	LS	$ 250,000.00	$ 250,000.00
	TOTAL PINELLAS COUNTY BASE BID			$	$ 1,587,500.00
	TOTAL PROJECT BASE BID			$	$ 5,680,237.50

Item No.	Pay Item Description (City of Largo Alternate A)	Quantity	Unit	Unit Price ($)	To ($)
Remove					
~~18~~	~~9" FDR Base (392)~~	~~-10,560.00~~	~~SY~~	~~$ 38.00~~	~~$ (401,280.00)~~
Add					
9.5	12" Stabilization (40 LBR) (160)	10,560.00	SY	$ 20.00	$ 211,200.00
15	8" Crushed Concrete Base (100 LBR) (200)	10,560.00	SY	$ 36.00	$ 380,160.00
16A	1.5" Milling (327)	10,560.00	SY	$ 10.00	$ 105,600.00
	TOTAL CITY OF LARGO (ALTERNATE A) BASE BID			$	$ 295,680.00
	TOTAL PINELLAS COUNTY BASE BID			$	$ 1,587,500.00
	TOTAL PROJECT (ALTERNATE A) BASE BID			$	$ 5,975,917.50

Agreement between Owner and Contractor for Construction Contract (Keystone Excavators) w-ASZ signature (02655251)

Final Audit Report 2024-01-05

Created:	2024-01-03
By:	Diane Bruner (dbruner@largo.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA70Tq-CmSAtoonPL0WR-b2phYf1IfwaiE

"Agreement between Owner and Contractor for Construction Contract (Keystone Excavators) w-ASZ signature (02655251)" History

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Agreement completed.
2024-01-05 - 1:11:36 PM GMT

MEMORANDUM

TO: Honorable Mayor and Board of Commissioners

VIA: Robin Gomez, City Manager

FROM: Jay Hatch, Recreation Director

DATE: February 18, 2025

RE: RFP 25-03 – Madeira Beach Recreation Center Interior Hurricane Repairs

Background

On January 16, 2025, the City of Madeira Beach release a Request for Proposals for Interior Hurricane Repairs to the Madeira Beach Recreation Center. The RFP requested proposals for repairs to the Recreation Center which included drywall, paint, flooring and other small items which had be damaged during Hurricane Milton.

The City Received 8 bids. The bids were reviewed and scored by staff. Of the bids Grosz Construction Company Inc. was scored as the highest and most responsive, responsible bid. The bid price from the Grosz Construction Company Inc. proposal was a base of $57,700.00. Included was information, which was requested by the RFP, related to an alternative flooring solution which was bid at $50,800. At this time, staff is prepared to move forward with the bid of $57,700.00 which includes plank flooring similar to the previous flooring which was located in the Recreation Center. Attached to this Memo are the 4 highest scored RFP Packets for Review.

Fiscal Impact

Per the RFP, the total price of the repairs to the Recreation Center would be $57,700.00.

Recommendation

Staff recommend the approval and award of the contract for RFP 25-03 to Grosz Construction Company Inc., to take place at the next Regularly Scheduled Board of Commissioners Meeting.

Attachments

RFP 25-03 – Madeira Beach Recreation Center Interior Hurricane Repairs
RFP 25-03 – Bid Tabulation
RFP 25-03 – Grosz Construction Company Inc Proposal
RFP 25-03 – Axecel Construction
RFP 25-03 – South Shore Contracting
RFP 25-03 – Qualis General Contractors

10:00 AM

Bid Tabulation

Criteria	Grosz	Axecel	South Shore	Qualis	Dones	Apollo	Murratte	Kloote
Capability and qualifications of porposer	20	20	20	20	20	20	20	20
Proven experience as demonstrated with recent contracts/projects withing the State of Florida	15	15	10	15	15	15	15	15
Resources and Availability - onclude a list of subcontractors	15	15	15	15	10	15	15	15
Client References and past performance	15	15	15	15	15	15	15	10
Total Bid Cost	35	30	35	30	25	20	15	10
Total	100	95	95	95	85	85	80	70

City of Madeira Beach

Request for Proposal (RFP)

RFP# 25-03

Madeira Beach Recreation Center Interior Hurricane Repairs

Due by 10:00 AM February 14, 2025
City Hall
300 Municipal Drive
Madeira Beach, Florida 33708

PURPOSE AND INTRODUCTION

The City of Madeira Beach, Florida ("City") is requesting Proposals from Florida certified, licensed and otherwise qualified Contractors ("CONTRACTOR"), one of which may be selected by the City to enter into a Contract for RFP #25-03 Madeira Beach Recreation Center Interior Hurricane Repairs at City Owned property identified as the Madeira Beach Recreation Center located at 200 Rex Place, Madeira Beach FL 33708. The subject site is located in the City of Madeira Beach. See Attached photos for additional information. The Recreation Center experienced flooding and damage due to Hurricane Milton. The affected drywall, flooring and cabinetry has been professionally removed and needs to be replaced. All work will need to be completed via Approved Permit Process and Conditions.

MANDATORY PRE-BID MEETING

A **MANDATORY** Pre-Proposal Conference is scheduled for 10:00 a.m., on Tuesday, January 28, 2025, to be held on site at the Madeira Beach Recreation Center at 200 Rex Place, Maderia Beach FL. 33708. All persons and CONTRACTORs planning to submit a Proposal are required to attend this meeting, which will outline the project as described in this RFP and provide an opportunity for questions and answers for all interested persons. Contractors must allow sufficient time to ensure arrival prior to the indicated time. **PEOPLE ARRIVING PAST THE INDICATED TIME WILL NOT BE ELIGIBLE TO SUBMIT A PROPOSAL. PROPOSALS FROM THOSE WHO HAVE FAILED TO ATTEND WILL NOT BE OPENED.**

All Proposals must be submitted to the city in a sealed envelope and clearly marked: **"Madeira Beach RFP 25-03 Madeira Beach Recreation Center Interior Hurricane Repairs".** All Proposals must be received in the Office of the City Clerk no later than 10:00 a.m. on Friday, February 14, 2025, where they will be opened in a public forum at 10:30 a.m., on that same day. One (1) USB in PDF Format must be submitted. Any interpretations, clarifications or additional information not disclosed in this RFP and determined to be necessary by the City in response to questions, will be issued by means of addendum or addenda, which addendum or addenda will be posted to the City website, www.madeirabeachfl.gov, to all interested persons identified by the City as having received the bid documents. The Bidder is required to check the site to see if there has been any addendum or addenda posted for this Bid. Only questions answered and information supplied by means of such an addendum or addenda will be considered as binding. Oral interpretations, clarifications or other information will have no legal and binding effect. Bidders must allow sufficient time to ensure arrival prior to the stated time for the pre-bid meeting. Bids from those who have failed to attend will not be opened. Bidders arriving past the indicated time will not be eligible to submit a Bid.

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

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

CONTACT INFORMATION

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

Jay Hatch
Recreation Director
300 Municipal Drive
Madeira Beach FL 33708
(727) 392-0665
jhatch@madeirabeachfl.gov

To submit a Request for Proposal, the submission must be **sealed and plainly marked "Madeira Beach RFP 25-03 Madeira Beach Recreation Center Interior Hurricane Repairs" on the outside of the mailing envelope**, addressed to: City of Madeira Beach, 300 Municipal Dr., Madeira Beach, FL 33708.

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

CALENDAR OF EVENTS

A.	January 16, 2025	Request for Proposal (RFP) Release Date
B.	January 28, 2025	Mandator Pre-Bid Meeting – 10:00 AM – 200 Rex Place, Madeira Beach FL 33708
C.	February 4, 2025	Questions Due by 10:00AM
D.	February 5, 2025	Answers/Clarifications Posted by 5:00PM
E.	February 14, 2025	Bid Due by 10:00AM
F.	February 14, 2025	Bid Opening at 10:00AM
G.	February 19, 2025	Tentative BOC Discussion

SUBMITTAL REQUIREMENTS

Proposals shall include the following:

1. One (1) electronic copy (USB- PDF Format)
2. Completed Statement of Qualifications
3. Completed References form, containing at least three (3) professional references, including current contact name and phone number for similar contracts.
4. Completed Proposal Form
5. Contractor Profile
6. Hold Harmless Agreement

7. Sworn Statement of Section 287.133(3)(a), on Public Entity Crimes
8. Immigration Affidavit Certification
9. Contractor Proposal – Itemized and Proposed in Contractor Preferred Format
10. Certifications and business licenses.
    a Include proof of corporation (sunbiz.org Division of Corporations)
11. Proof of Insurance as listed in the insurance section.
12. Signed contract (if included)
13. Exhibit A & Exhibit B

ADDITIONAL CONDITIONS

- The "CITY" reserves the right to reject any or all proposals received, to request additional information, or to extend the deadline for submittals.
- Confidentiality of Documents: Upon receipt of proposals by the "CITY," the proposals shall become the property of the "CITY" without compensation to the proponent, for disposition or usage by the "CITY" at its discretion. Pursuant to Florida Statute, Section 119.071(1)(b)2, all proposals submitted shall be subject to review as public records 30 days from opening, or earlier if an intended decision is reached before the 30-days expires.
- Costs to Prepare Responses: The "CITY" assumes no responsibility or obligation to the respondents and will make no payment for any costs associated with the preparation or submission of these proposals.
- Equal Employment Opportunity: During the performance of this Contract, the "CONTRACTOR" agrees as follows: The "CONTRACTOR" will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, place of birth, or physical handicap.

CONFLICT OF INTEREST DISCLOSURE

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

PUBLIC ENTITY CRIMES

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

SCOPE OF SERVICES

The objective of the services to be rendered is the restoration of the Recreation Center by replacing and repairing drywall, flooring, electrical components, baseboards, cabinetry, and other necessary areas to ensure full functionality, safety, and aesthetics.

Interior photos of the Recreation Center and a description of the needs of each room is included as Supplement #1.

The City will supply the as built building plans of the Recreation Center as Supplement #2.

CRITERIA FOR SELECTION OF CONTRACTORS

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

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

Evaluation Scoring Criteria	Possible Points
Capability and qualifications of the proposer	20
Proven experience as demonstrated with recent contracts/projects within the State of Florida.	15
Resources and Availability – include a list of subcontractors	15
Client References and past performance	15
Total Bid Cost	35
Total	100

AWARD

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

TAXES, FEES, CODES, LICENSING

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

COMPLIANCE WITH ALL APPLICABLE LAWS

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

PROPOSAL PACKAGE SECTIONS

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

A. Statement of Qualification: To be submitted on the "CONTRACTOR" letterhead. The statement of interest shall:
   - Concisely state the "CONTRACTOR"'s understanding of the RFP.
   - Include additional relevant information not requested elsewhere in the RFP.
   - The signature on the statement shall be that of a person authorized to represent and bind the "CONTRACTOR"

B. References- current or recent project relating to the RFP.
   - Provide a minimum of three (3) references for work performed like the scope of this RFP.

C. Proposal Form - signed and completed.
D. CONTRACTOR Profile – Completed
E. Hold Harmless Agreement – signed and completed.
F. Sworn Statement to Section 287.133(3)(a), Florida Statues, on Public Entity Crimes form- signed and completed.
G. Immigration Affidavit certification- Signed and completed.
H. Contractor Proposal – Itemized and Proposed in Contractor Preferred Format
I. Contractors Licenses
J. Certificate of Insurance
K. Signed Agreement (If included).
L. Exhibit A Public Contracting and Environmental Crimes Certificate- signed and completed.
M. Exhibit B Drug Free Workplace Certificate – Signed and completed.

GROSZ CONSTRUCTION COMPANY INC.
23075 Jacobson Rd.
Brooksville fl. 34601
Office: 352-777-4219
Cell: 813 918 2970
Tim@Groszconstruction.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: Grosz Construction Co, Inc
2. Name of Business (if different than #1): _____
3. Form of Entity: type S corporation
4. Permanent Main Office and Mailing addresses and pertinent contact information (phone, email, etc.): 23075 Jacobson Rd Brooksville, Fl 34601
5. Date Organized: 5/4/2001
6. Where Organized: Florida
7. How many years have you been engaged in contractor work under your present name; also, state names and dates of previous business names, if any. 23 yrs current. Previous = Grosz + Stamper 10yrs
8. In the last five years, has "Contractor" ever been terminated from a contract or project? If so, explain situation.: no
9. In the last five years, has Contractor ever been party to litigation related to the Contractor's work? If so, explain situation.: no
10. List the most important contracts entered by the Contractor in the last year; identify contracting party and term of contract.: City of St Pete, City of Clearwater, Hernando County
11. List your key personnel available for this contract.: Tim Grosz, David Grosz

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

2-13-25
Date Signed

NOTARY

State of: Florida

County of: Hernando

Sworn to and subscribed before me this _____ day of _____, 20__.

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

Signature of Notary Kimberly Willan (seal)

My Commission Expires 4/9/2027

KIMBERLY A. WILLAN
MY COMMISSION # HH 366912
EXPIRES: April 9, 2027

REFERENCES

Please include the below information for all three (3) references as required.

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

Contact Name_____

Business Name_____

Business Address_____

Contact Phone_____

Contact Email_____

Project Description (describe): see attached

_____

_____

_____

_____

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

CSP BPA FORM

City of St. Petersburg

BLANKET PURCHASE AGREEMENT

PURCHASE ORDER NO	REVISION	DATE
271615	0	08-AUG-2024

This Purchase Order No must appear on all invoices, packing lists and correspondence related to this order.

SHIP TO:

Requesting Department
Saint Petersburg, FL 33701
United States

VENDOR: VENDOR NO: 108689

Grosz Construction Company Inc
6411 Crystal Brook Dr
Tampa , FL 33625

BILL TO:

FINANCE DEPARTMENT ACCOUNTS PAYABLE
CITY OF ST PETERSBURG
PO BOX 1257
Saint Petersburg, FL 33731
United States

Description: Building Maintenance and Repair Services for Citywide use.
Effective: 30-JUL-2024
End Date: 29-JUL-2027
Buyer/Phone: Victoria Amerson / 727-551-3387
Email: Victoria.Amerson@stpete.org
Vendor/Phone: Tim Grosz / (813) 918-2970
Ship Via: Best Way
Freight Terms: Prepaid
Terms: NET 30
FOB: FOB Destination
Agreed Amount: $1,000,000.00

Supplier Notes: This BPA covers Building Maintenance and Repair Services effective July 30, 2024 through July 19, 2027 with one, two-year renewal option. The amount of all releases against this BPA shall not exceed $1,000,000.

LINE	DESCRIPTION	UOM	UNIT PRICE
1	Superintendent/Foreman, 8:00 a.m. - 5:00 p.m. Monday through Friday	HOUR	47.00
2	Superintendent/Foreman, 5:00 p.m. through 8:00 a.m., Monday through Friday (Emergencies)	HOUR	70.50
3	Superintendent/Foreman, City Recognized Holidays, Saturday and Sundays	HOUR	70.50
4	Skilled Laborer, 8:00 a.m. - 5:00 p.m., Monday through Friday	HOUR	30.00
5	Skilled Laborer, 5:00 p.m. through 8:00 a.m., Monday through Friday (Emergencies)	HOUR	45.00

Blanket Purchase Agreement Do Not Ship

GROSZ CONSTRUCTION COMPANY INC.

23075 Jacobson Rd.
Brooksville fl. 34601

Office: 352-777-4219
Cell: 813 918 2970

Tim@Groszconstruction.com

City Of St Petersburg
16050 3rd AVE N. St Petersburg Fl. 33713

Contact: Patrick Linn
Senior Plant Maintenance Coordinator
727-892 5687
Patrick.linn@stpete.org

Current Projects:	Hurricane damage repairs to multi facilities Interior and exterior,
Scope:	drywall, millwork, flooring, painting ,concrete, aluminum awning roof
Previous project Over last 5 years City of St pete Blanket projects,	Office renovations, concrete work, demolition, Door and windows Office bldg and recreation center renovations', fire station kitchen renovations',
Estimated value of 5 years	$700,000. Minor projects under $80,000

3B

st.petersburg
water resources

City of St. Petersburg
Water Resources Department
1650 3rd Ave N
St. Petersburg, FL 33713

May 3, 2023

RE: Letter of Reference for Grosz Construction Company, Inc

To Whom It May Concern:

I am pleased to write this letter of recommendation for Grosz Construction Company, a full-service general contractor for the City of St. Petersburg.

Grosz Construction has been performing wide variety of construction projects for the City over the past 10 plus years. Their dedication and performance to the projects assigned get accomplished with the same quality conscious efforts whether if the project is large or small scale. Tim Grosz and his team provide progressive insight and creative solutions while performing on-site evaluations to each specific project that my team is tasked to completing. Their open communication and timeliness to finishing each project exceeds the City's expectations. They are truly a valued contractor that the City relies on to get the job done.

It is a pleasure working with Grosz Construction with any future construction endeavors and I am confident to express that they would be an extraordinary asset.

Sincerely,

Patrick D Linn
Senior Plant Maintenance Coordinator
Water Reclamation Divison

3c

CITY OF CLEARWATER

POST OFFICE BOX 4748, CLEARWATER, FLORIDA 33758-4748
MUNICIPAL SERVICES BUILDING, 100 SOUTH MYRTLE AVENUE, CLEARWATER, FLORIDA 33756
TELEPHONE (727) 562-4750 FAX (727) 562-4755

PUBLIC WORKS

September 4th, 2024

Tim Grosz
Grosz Construction Company, Inc.
6411 Crystal Brook Dr.
Tampa, FL 33625

Please accept this official notice that **GROSZ CONSTRUCTION COMPANY, INC.** has been approved to bid for City of Clearwater construction projects falling into the following parameters:

Approved Maximum Bid Limit: **$1,650,000** Prequalification Expiration: **SEPTEMBER 4, 2027**

Approved Categories:

- Commercial Buildings
- Concrete Flatwork (curbs, courts, etc)
- Demolition
- Excavation/Site Work

Any category applied for and not approved indicates the project list submitted did not demonstrate any/enough experience in that category. Project experience in categories that were not approved may be submitted for consideration. This pre-qualification applies to standard types of construction projects. Projects requiring special expertise or unusually difficult construction categories may require separate pre-qualifications following bid advertisement. City policy dictates that financial statement documents are not copied or retained, so this item was deleted following the pre-qualification approval.

The Engineering Construction Manager reserves the right to adjust categories and the maximum project bid value during the three-year approval period based on direct work experience and updates submitted.

We appreciate your interest and look forward to receiving your bids on City of Clearwater projects. For our current bid list visit: https://www.myclearwater.com/business/bid-information.

Kind Regards,

Marina Tsongranis

Contract Procurement Specialist
City of Clearwater's Engineering Department
(727) 444 – 8212
marina.tsongranis@myclearwater.com

Bruce Rector, Mayor

Ryan Cotton, Councilmember
Mike Mannino, Councilmember
David Allbritton, Councilmember
Lina Teixeira, Councilmember

"Equal Employment and Affirmative Action Employer"

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GROSZ CONSTRUCTION COMPANY INC.

23075 Jacobson Rd.
Brooksville fl. 34601

Office: 352-777-4219
Cell: 813 918 2970

Tim@Groszconstruction.com

City Of Clearwater
100 South Myrtle Ave
Clearwater ,Fl. 33756

Contact:	Matthew J. Anderson City of Clearwater Parks & Rec Assistant Director 727-580-0436 Matthew.Anderson@Myclearwater.com
Current : Projects	Sailing center, Jones recreation center /park, Clearwater beach welcome center, Carpenters field maintenance offices Phillies administration center second floor hall and meeting center
Scope:	Install drywall, paint, install flooring related to Hurricane wind and rain
Previous Projects past 10 year	Country side recreation center (new) many concrete projects and restroom renovations (see attached reference letter from Leroy Chin)

3-5

TRANSYSTEMS

TranSystems
565 S. Hercules Ave
Clearwater, FL 33764
Tel (727) 822-4151
www.transystems.com

June 19, 2024

To Whom it May Concern:

Reference Letter: Grosz Construction Company
6411 Crystal Brook Dr.
Tampa, FL 33625

I was the Park, Planning, and Project Manager City of Clearwater Parks & Recreation Department and retired from the city 2.5 years ago and now as Vise President landscape architect with TranSystems. I have had the opportunity to work with Grosz Construction for over 20 years on multitude of projects covering a wide diverse range of scope and size with Mr. Tim Grosz. As Park, Planning & Project Manager for the City of Clearwater Parks and Recreation Department. Grosz Construction conducted themselves in a professional, courteous, effective, and efficient manner and are extremely talented group. They can analyze, solve any issues and take on any challenges put before of them. They have a genuine concern for City's needs, provided ethically sound professional judgment, advice, opinions with the utmost integrity and they are unafraid of being honest and truthful of construction project awarded to them. They are accurate with their cost estimates and effective in the implementation and providing the City the ability to complete our projects on budget in a timely manner. They are constantly timely on their material and shop drawing submittal and available for meetings at a moments' notice, been prompt in returning phone calls, emails. Tim is very responsive to change order and was very fair in their cost and adhering to unit cost of the contract. Request for information was very concise and were pro-active to foresee issues and RFI were requested in a timely manner to prevent project delays.

Grosz Construction acquired multiple At-Risk Contractor for more than 10 years with the Parks & Recreation Department have collaborated on some of the project highlighted below:

1. Concrete Sidewalk, Concrete Flatwork, Miscellaneous Concrete Work & Other Miscellaneous Surfaces – Annual Contract Value $600,000.00
   a. Jack Russell Stadium $141,000.00 concrete bleacher footings, concrete flatwork and sidewalks.
   b. Joe DiMaggio Sports Complex $97,800.00 concrete flatwork and sidewalks.
   c. Clearwater Beach - Pier 60 Plaza - $40,000.00 concrete flatwork.
   d. Sid Lickton Sports Complex, $200,000 planer walls, concrete flatwork and sidewalks.
   e. Sid Lickton Sports Complex, $68,000.00 baseball dugout removal and reinstallation.
   f. Phillies Carpenter Field Clubhouse. $35,000 concrete sidewalks and parking lot.
   g. Clearwater Beach Community Pool Slide $20,000 – concrete footing and installation of multi-story high activity slide.

2. Clearwater Beach Sandwall includes: poured in place concrete walls with form liner, masonry walls with concrete caps and concrete flatwork and sidewalks annual continuing contract at various locations along beach walk and parking lots – $450,000.00

3. Mandalay Park Storage Building – Construct new 2,000 sq. ft. masonry storage building for Parks & Recreation Dept. $175,000.00

4. Moccasin Lake Nature Park – Boardwalk Reconstruction, $53,000.00

5. Papaya Street Plaza – form liner planter walls, entry monument, concrete flatwork. $145,000.00

6. Memorial Causeway Dough Boy & Sailor Plaza – form liner concrete monument for statue concrete flatwork installation of statue $50,000.00

7. Clearwater Beach - Everglade Lifeguard Tower Construction $22,000.00

8. Crest Lake Park – Veteran's Plaza – decorative concrete flatwork, veteran's honorary walls $40,000

9. Long Cener – Men's and women's restroom renovations $44,000.00

10. Enterprise Dog Park & Clearwater Beach – installation of Shade Systems single cantilever shade structure $12,000.00

Having worked with numerous general contractors over my career, I am confident to say they are well organized and one of the finest contractor in the Tampa Bay Region. It is my pleasure and confidence in giving Grosz Construction highest recommendation for contracting services and wish them the best on all their future endeavors. Should you have any questions feel free to contact me at (813) 465-0677.

Sincerely,

Leroy Chin
Vice President – Landscape Architect

PURCHASING AGENDA ITEM

Hernando County School District

APPROVED
AGENDA #: 23-1510

School Board Approval Meeting: June 27, 2023

Bid No. 23-968-42

Bid Title: General Construction Services

Recommend approval of this agenda item under the specific category below:

☐ Lowest Bid(s)	☐ Request for Proposal(s)	☒ Low Bid(s) Meeting Specification	☐ Rejection/Cancellation
☐ Revised Award	☐ Renewal of Contract	☐ Sole Source	☐ Re-Award (Partial/Whole)
☐ Bid Termination	☐ Revisions/Amendments to Bid	☐ Bid Extension	☐ Emergency
☐ Reversed Auction	☐ Piggyback Cooperative		

Bid Contract Period: 06/27/2023 through 06/26/2025 ☐ N/A – One Time Purchase

Contract Type:

☐ Estimated Dollar Amount	☐ Firm, Fixed Dollar Amount	☐ Firm, Fixed Unit Prices	☒ Firm, Fixed Unit Prices, Hourly Rates, Fees and/or Percentages

Renewal Options:

No. of Terms Remaining	☐ Length of Each Term (month)	☒ Length of Each Term (year)	☐ None
3		1	

Rationale/Reason:

Bidders Electronically Downloaded From Public Purchase Website: 39	Bids Received:	No Bids:	Late Bids:	Rejected Bids:	☐ N/A – Bids Not Required:
	- 4 -	- 1 -	- 0 -	- 0 -	

Submitted By: Neil McDonald
Director of Purchasing & Warehousing

School(s): District Wide

Requested By: Brian Ragan
Director of Facilities & Construction

Brian Ragan
Director of Maintenance

Department(s): Support Operations

Recommended award, description of items and prices: (See attached)

T/C CODE: 2342

(23-968-42)

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GROSZ CONSTRUCTION COMPANY INC.

23075 Jacobson Rd.
Brooksville fl. 34601

Office: 352-777-4219
Cell: 813 918 2970

Tim@Groszconstruction.com

Hernando County School district
School Board of Hernando county
Facilities Department
8050 Mobley Road, Brooksville, FL 34601

Contact: Brain Regan
Facilities Director
352-797 7050
ragan_b@hcsb.k12.fl.us

Projects: Central high school classroom renovations
Scope: Convert two class rooms in to four
Demolition, new flooring ceilings hvac electrical, plumbing, millwork, painting flooring ,doors and hardware, marker board data control.

Various projects over five years: Portables renovations, Store front replacement at three schools, multi renovations of class rooms, restrooms, kitchens
Estimated value: $2,000.000 plus over five yeaars

3-9

PROPOSALS FORM

Name of "CONTRACTOR" Submitting Proposals Grosz Construction Co, Inc

Name of Person Submitting Proposals Tim Grosz, President

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
N/A	

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at the Site.

E. Bidder has obtained and carefully studied (or accepts the consequences for not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, 19 progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.

F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.

I. The Bidder has given Owner and Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.

J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

K. Bidder will submit written evidence of its authority to do business in the state where the Project is located not later than the date of its execution of the Agreement.

Signature _____

Date 2-12-25

4A

RFP 25-03 – Pre-Bid Walk Through Questions

1) Do we need to paint the door frames? Yes
2) What are the paint specs?
    a. Sherwin Williams – Benjamin Moore – Ultra Spec Scuff-X
        i. Basic Biege
        ii. Bora Bora Shore (Blue)
        iii. Amber Wave (Orange)
    b. Comparable Satin Paint type is acceptable.
3) Floor Specifications?
    a. Lifestyle Portsmouth –
        i. Previous contact – Trinity Tile : Lisa Hodge 904-477-7949
    b. Impact Roll – Wood Series
        i. Website: https://www.flooringinc.com/shop/impact-rolls-wood-series-5047.html
4) Do you want Vinyl Door Thresholds? Yes, On all closets. 4 Total.
5) Do you want us to replace the frame in the custodian closet? It is currently rusted?
    a. Yes (Photo below)
6) Is the HVAC system up and running? Yes, it has been maintained throughout and is functioning.
7) Do you want us to repair the acoustic ceiling? No
8) Are all the walls insulated? Yes
9) Do you want us to replace the doors? No
10) Do you want us to pull and replace the threshold for the transition between the restroom and the lobby? Yes, if needed to ensure a proper transition between the two flooring.
11) Is there any electric work needed at this time? The only electrical required is to place the previous outlets where they were.
12) Do the kitchen, front storage closet, and ceiling need to be painted? No. Only painting areas of which will have drywall added to them. The rooms with new drywall will be painted floor to ceiling.

T.E

"CONTRACTOR" PROFILE

Grosz Construction Co, Inc.
Submitted by (Company Name)

Circle ~~one of~~ the following:
Corporation **Partnership** **Individual** **Joint Venture**

Other Describe: _____

Florida Contractor License Number: CGC 1513014

Expiration Date: 8/31/2026 Unique Entity ID: _____ FEIN: 59-3750456

Office Location: 23075 Jacobson Rd. Brooksville, FL 34601

Number of people in your organization: 3 ± ancillary staff based on work

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

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

Under what other name(s) has your firm operated: Grosz and Stamper

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.

5

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.

Grosz Construction Co, Inc.
Contractor/ "CONTRACTOR"- Printed Name

Signature

RFP # 2503
Madiera Beach Recreation center: Interior hurricane repairs
Project Name

2-12-25
Date

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

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

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

1. This sworn statement is submitted to the "CITY" of Madeira Beach
   By Timothy Grosz President
   (Print individual's name and title)
   for Grosz Construction Co, Inc
   (Print name of entity submitting sworn statement)
   whose business address is 23075 Jacobson Rd. Brooksville, Fl 34601 and (if applicable) its Federal Employer Identification Number (FEIN) is 59-3750456
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).

      _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.

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

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

Authorized Signature

2-13-25

Date Signed

State of: Florida

County of: Hernando

Sworn to and subscribed before me this 13th day of February, 2025

Personally Known X or Produced Identification _____

(Specify Type of Identification)

Kimberly A Willan

Signature of Notary

My Commission Expires 4/9/2027

(seal)

KIMBERLY A. WILLAN
MY COMMISSION # HH 366912
EXPIRES: April 9, 2027

This document must be completed and returned with your submission.

7A

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: Gross Construction CO, INC
Print Name: Tim Gross Title: President
Signature Date: 2-13-25
State of: Florida
County of: Hernando
Sworn to and subscribed before me this 13th day of February, 2025

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

Signature of Notary
My Commission Expires 4/9/2027

(seal)

NOTARY PUBLIC STATE OF FLORIDA
KIMBERLY A. WILLAN
MY COMMISSION # HH 366912
EXPIRES: April 9, 2027

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.

GROSZ CONSTRUCTION COMPANY INC.

23075 Jacobson Rd.
Brooksville fl. 34601
Office: 352-777-4219
Cell: 813 918 2970
Tim@Groszconstruction.com

February 12, 2025

To: City of Madeira Beach
300 Municipal Dr.
Madeira Beach Fl. 33708

Re: RFI #25-03 Madeira Beach Recreation Center Interior Hurricane Repairs

We are please to present our proposal to supply all labor, materials, tools and equipment, and insurance per the plans and specs and contract documents received by the city thru demand star. As per the submittal requirements numbers 1-13 we have prepared this proposal with a brief description and contract lump sum price for a base bid price. Also with add alternate for the sheet goods floor instead of vinyl floor planking per the bid packet. Should Grosz construction be selected for the project? Enclosed is a sample draft copy of the AIA Contract between owner and contractor that we recommend for the final contract

Scope of work
Install 5/8" drywall and insulation to match existing thru areas that the drywall has been removed.
Paint all walls floor to ceiling with were drywall is being replaced
Door frames included
Painted walls and frames will match existing (owner to supply colors match product numbers
Ceilings and doors excluded
Install Vinyl floor planking selected by owner form provided samples.
All work will comply with any addendum and answers to questions by the city

Base Bid for the above Lump Fifty Seven Thousand Seven Hundred $57,700.00

Add Alternate for roll flooring Add amount Fifty Thousand Eight Hundred $50,800.00
Per below answers for impact Roll Goods
Impact Roll – Wood Series Website: **https://www.flooringinc.com/shop/impact-rolls-wood-series-5047.html**

Grosz Construction Company Inc.
President
Tim Grosz

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GROSZ CONSTRUCTION COMPANY INC.

23075 Jacobson Rd.
Brooksville fl. 34601

Office: 352-777-4219
Cell: 813 918 2970

Tim@Groszconstruction.com

To: City of Madeira Beach
300 Municipal Dr.
Madeira Beach Fl. 33708

Re: RFI #25-03 Madeira Beach Recreation Center Interior Hurricane Repairs

List of Sub Contractors

Drywall
Yagmin Ceiling and Drywall Company
12695 Automobile Boulevard
Clearwater, FL 33762
A FLORIDA CORPORATION CBC053072
Office#: 727-573-5244 Fax#: 727-571-1575
Email: yagmincdw@gmail.com

Painting

Jeff Coffin paint and water proofing
519 49th Street South, St. Petersburg 33707 (727) 600-1223

Flooring

Wholesale Carpets Inc
2598 28th Ave N Ste A
St Petersburg, FL 33713-3909
727-323-1881
wholesalecarpetsinc.business.site

9A

State of Florida
Department of State

I certify from the records of this office that GROSZ CONSTRUCTION COMPANY, INC. is a corporation organized under the laws of the State of Florida, filed on May 4, 2001.

The document number of this corporation is P01000045312.

I further certify that said corporation has paid all fees due this office through December 31, 2025, that its most recent annual report/uniform business report was filed on January 21, 2025, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twenty-first day of January, 2025

GREAT SEAL OF THE STATE OF FLORIDA
IN GOD WE TRUST

Secretary of State

Tracking Number: 3096676972CC

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

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STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399-0783

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!

dbpr Florida
STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CGC1513014 ISSUED: 06/04/2024
CERTIFIED GENERAL CONTRACTOR
GROSZ, TIMOTHY L
GROSZ CONSTRUCTION COMPANY INC

Signature
LICENSED UNDER CHAPTER 489, FLORIDA STATUTES
EXPIRATION DATE: AUGUST 31, 2026

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER: CGC1513014

EXPIRATION DATE: AUGUST 31, 2026

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

GROSZ, TIMOTHY L
GROSZ CONSTRUCTION COMPANY INC
6411 CRYSTAL BROOK DRIVE
TAMPA FL 33625

ISSUED: 06/04/2024

Always verify licenses online at MyFloridaLicense.com
Do not alter this document in any form.
This is your license. It is unlawful for anyone other than the licensee to use this document.

10A

Client#: 715856 GROSZCONST

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE 1/30/2025

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Cheyenne Jewell	
Marsh & McLennan Agency 101 N. Starcrest Drive Clearwater, FL 33765 727 447-6481	PHONE (A/C, No, Ext): 727 447-6481	FAX (A/C, No):
	E-MAIL ADDRESS: clcerts@MarshMMA.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Builders Mutual Insurance Company	10704
INSURER B : Progressive Express Insurance Company	10193
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Grosz Construction Company Inc.
23075 Jacobson Rd
Brooksville, FL 34601

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	[ ] CLAIMS-MADE [ ] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$
	[ ] POLICY [ ] PRO-JECT [ ] LOC						GENERAL AGGREGATE	$
	OTHER:						PRODUCTS - COMP/OP AGG	$
								$
B	AUTOMOBILE LIABILITY			990414453	12/10/2024	12/10/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	[X] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	DED [ ] RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		X	WCP106782905	09/25/2024	09/25/2025	[X] PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

Waiver of subrogation applies to Workers Compensation when required by written contract, agreement or permit and subject to the provisions and limitations of the policy.

CERTIFICATE HOLDER

For Bid Purposes Only

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/30/2025

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

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

PRODUCER Acentria Insurance - Lakeland NIC 26 Lake Wire Dr. Suite 1 Lakeland FL 33815 License#: L100460	**CONTACT NAME:** Susan Carden **PHONE (A/C, No, Ext):** 8638167836 **FAX (A/C, No):** **E-MAIL ADDRESS:** susan.carden@acentria.com
INSURED Grosz Construction Company Inc. 6411 Crystal Brook Dr Tampa FL 33625 GROSCON-01	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Obsidian Specialty Insurance Company **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 211990388 **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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:	Y	Y	PTC-GL-000001141-02	4/23/2024	4/23/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ $ $ $ $
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE $	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

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

CERTIFICATE HOLDER

Grosz Construction Company Inc

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Chuck H. Fyfe

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/31/2025

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.

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PRODUCER
MARSH MCLENNAN - BOUCHARD REGION
101 STARCREST DR, CLEARWATER, FL 33765

CONTACT NAME: Progressive Commercial Lines Customer and Agent Servicing
PHONE (A/C, No, Ext): 1-800-444-4487 **FAX (A/C, No):**
E-MAIL ADDRESS: progressivecommercial@email.progressive.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Progressive Express Insurance Company	10193
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Grosz Construction Company, Inc.
23075 Jacobson Rd
Brooksville, FL 34601

COVERAGES **CERTIFICATE NUMBER:** 905949593026932004D013125T224100 **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	
	COMMERCIAL GENERAL LIABILITY							
	☐ CLAIMS-MADE ☐ OCCUR							
	GEN'L AGGREGATE LIMIT APPLIES PER:							
	☐ POLICY ☐ PRO-JECT ☐ LOC							
	OTHER:							
							EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
							PRODUCTS - COMP/OP AGG	$
								$
A	AUTOMOBILE LIABILITY							
	☐ ANY AUTO							
	☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS	N	N	990414453	12/10/2024	06/10/2025	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? ☐ (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	See ACORD 101 for additional coverage details.	N	N	990414453	12/10/2024	06/10/2025	$	

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

CERTIFICATE HOLDER

Grosz Construction Company, Inc.
23075 Jacobson Rd
Brooksville, FL 34601

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Mark Pruett 11-B

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AGENCY CUSTOMER ID: _____

LOC #: _____

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ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
MARSH MCLENNAN - BOUCHARD REGION	Grosz Construction Company, Inc. 23075 Jacobson Rd Brooksville, FL 34601
POLICY NUMBER 990414453	
CARRIER Progressive Express Insurance Company	**NAIC CODE** 10193
	EFFECTIVE DATE: 12/10/2024

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Additional Coverages

Insurance coverage(s)	Limits
Personal Injury Protection	$10,000 w/$0 Ded - Named Insured Only
Uninsured Motorist - Nonstacked	$1,000,000 Combined Single Limit

Description of Location/Vehicles/Special Items

Scheduled autos only

2020 FORD F250 1FT8W2BT3LEE72897

Comprehensive	$1,000 Ded
Collision	$1,000 Ded
Medical Payments	$2,000 each person

Liability coverage may not apply to all scheduled vehicles.

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DRAFT

AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the « » day of « » in the year « »
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

« »« »
« »City of Maderia Beach
300 municipal dr Maderia Beach Fl 33708
« »
« »

and the Contractor:
(Name, legal status, address and other information)

« »« »
« »Grosz construction Company Inc
23075 jacobson Rd Brooksville fl. 34601
« »
« »

for the following Project:
(Name, location and detailed description)

« »
« »Maderia Beach Recrration Center Hurricane Repairs
« »

The Architect:
(Name, legal status, address and other information)

« »« »
« »
« »
« »

The Owner and Contractor agree as follows.
Pending Boc approval and the following
Base bid price, atlterante price contract sum
Project time

Completed contract

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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TABLE OF ARTICLES

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EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[« »] The date of this Agreement.

[« »] A date set forth in a notice to proceed issued by the Owner.

[« »] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

« »

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

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[« »] Not later than « » (« ») calendar days from the date of commencement of the Work.

[« »] By the following date: « »

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be « » ($ « »), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price

§ 4.4 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

« »

§ 4.6 Other:
(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

« »

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ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

« »

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the « » day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the « » day of the « » month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than « » (« ») days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

.1 That portion of the Contract Sum properly allocable to completed Work;

.2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and

.3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;

.3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and

.5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

« »

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§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

« »

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

« »

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

« »

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

« »

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

« » % « »

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

« »
« »
« »

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« »

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[« »] Arbitration pursuant to Section 15.4 of AIA Document A201–2017

[« »] Litigation in a court of competent jurisdiction

[« »] Other *(Specify)*

« »

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:
(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

« »

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

« »
« »
« »
« »
« »
« »

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

« »
« »
« »
« »
« »
« »

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§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

« »

§ 8.7 Other provisions:

« »

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor

.2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds

.3 AIA Document A201™–2017, General Conditions of the Contract for Construction

.4 Building information modeling exhibit, dated as indicated below:
(Insert the date of the building information modeling exhibit incorporated into this Agreement.)

« »

.5 Drawings

Number	Title	Date

.6 Specifications

Section	Title	Date	Pages

.7 Addenda, if any:

Number	Date	Pages

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

[« »] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

Field C

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« »

[« »] The Sustainability Plan:

Title	Date	Pages

[« »] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

.9 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

« »

This Agreement entered into as of the day and year first written above.

	Tim Grosz
OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
« »« »	« »« »President
(Printed name and title)	*(Printed name and title)*

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EXHIBIT B
DRUG FREE WORKPLACE CERTIFICATION

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

This sworn statement is submitted to the City of Madeira Beach by Timothy Grosz, President
[print individual's name and title]

for Grosz Construction Co, Inc [print name of entity submitting sworn statement]

whose business address is: 23075 Jacobson Rd Brooksville, FL 34601 and (if applicable) its Federal Employer Identification Number (FEIN) is 59-3750456 (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

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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

2-13-25
Date Signed

State of: Florida

County of: Hernando

Sworn to and subscribed before me this 13th day of February, 2025

Personally Known Y or Produced Identification _____

(Specify Type of Identification)

Signature of Notary

My Commission Expires 4/9/2027

NOTARY PUBLIC STATE OF FLORIDA
KIMBERLY A. WILLAN
MY COMMISSION # HH 366912
EXPIRES: April 9, 2027

14A

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 Timothy Grosz, President
[print individual's name and title]

for Grosz Construction Co, Inc.
[print name of entity submitting sworn statement]

whose business address is: 23075 Jacobson Rd Brooksville, Fl 34601

and Federal Employer Identification Number (FEIN) is 59-3750456. 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

13 A

shall be executed by an authorized agent of the entity or the individual.

Authorized Signature

2-13-25
Date Signed

State of: Florida

County of: Hernando

Sworn to and subscribed before me this 13th day of February, 2025

Personally Known X or Produced Identification _____

(Specify Type of Identification)

Signature of Notary

My Commission Expires 4/9/2027

NOTARY PUBLIC STATE OF FLORIDA
KIMBERLY A. WILLAN
MY COMMISSION # HH 366912
EXPIRES: April 9, 2027

15-B

City of Madeira Beach

Request for Proposal (RFP)

RFP# 25-03

Madeira Beach Recreation Center Interior Hurricane Repairs

Due by 10:00 AM February 14, 2025
City Hall
300 Municipal Drive
Madeira Beach, Florida 33708

PURPOSE AND INTRODUCTION

The City of Madeira Beach, Florida ("City") is requesting Proposals from Florida certified, licensed and otherwise qualified Contractors ("CONTRACTOR"), one of which may be selected by the City to enter into a Contract for RFP #25-03 Madeira Beach Recreation Center Interior Hurricane Repairs at City Owned property identified as the Madeira Beach Recreation Center located at 200 Rex Place, Madeira Beach FL 33708. The subject site is located in the City of Madeira Beach. See Attached photos for additional information. The Recreation Center experienced flooding and damage due to Hurricane Milton. The affected drywall, flooring and cabinetry has been professionally removed and needs to be replaced. All work will need to be completed via Approved Permit Process and Conditions.

MANDATORY PRE-BID MEETING

A **MANDATORY** Pre-Proposal Conference is scheduled for 10:00 a.m., on Tuesday, January 28, 2025, to be held on site at the Madeira Beach Recreation Center at 200 Rex Place, Maderia Beach FL. 33708. All persons and CONTRACTORs planning to submit a Proposal are required to attend this meeting, which will outline the project as described in this RFP and provide an opportunity for questions and answers for all interested persons. Contractors must allow sufficient time to ensure arrival prior to the indicated time. **PEOPLE ARRIVING PAST THE INDICATED TIME WILL NOT BE ELIGIBLE TO SUBMIT A PROPOSAL. PROPOSALS FROM THOSE WHO HAVE FAILED TO ATTEND WILL NOT BE OPENED.**

All Proposals must be submitted to the city in a sealed envelope and clearly marked: **"Madeira Beach RFP 25-03 Madeira Beach Recreation Center Interior Hurricane Repairs".** All Proposals must be received in the Office of the City Clerk no later than 10:00 a.m. on Friday, February 14, 2025, where they will be opened in a public forum at 10:30 a.m., on that same day. One (1) USB in PDF Format must be submitted. Any interpretations, clarifications or additional information not disclosed in this RFP and determined to be necessary by the City in response to questions, will be issued by means of addendum or addenda, which addendum or addenda will be posted to the City website, www.madeirabeachfl.gov, to all interested persons identified by the City as having received the bid documents. The Bidder is required to check the site to see if there has been any addendum or addenda posted for this Bid. Only questions answered and information supplied by means of such an addendum or addenda will be considered as binding. Oral interpretations, clarifications or other information will have no legal and binding effect. Bidders must allow sufficient time to ensure arrival prior to the stated time for the pre-bid meeting. Bids from those who have failed to attend will not be opened. Bidders arriving past the indicated time will not be eligible to submit a Bid.

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

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

CONTACT INFORMATION

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

Jay Hatch
Recreation Director
300 Municipal Drive
Madeira Beach FL 33708
(727) 392-0665
jhatch@madeirabeachfl.gov

To submit a Request for Proposal, the submission must be **sealed and plainly marked "Madeira Beach RFP 25-03 Madeira Beach Recreation Center Interior Hurricane Repairs" on the outside of the mailing envelope**, addressed to: City of Madeira Beach, 300 Municipal Dr., Madeira Beach, FL 33708.

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

CALENDAR OF EVENTS

A.	**January 16, 2025**	**Request for Proposal (RFP) Release Date**
B.	**January 28, 2025**	**Mandator Pre-Bid Meeting – 10:00 AM – 200 Rex Place, Madeira Beach FL 33708**
C.	**February 4, 2025**	**Questions Due by 10:00AM**
D.	**February 5, 2025**	**Answers/Clarifications Posted by 5:00PM**
E.	**February 14, 2025**	**Bid Due by 10:00AM**
F.	**February 14, 2025**	**Bid Opening at 10:00AM**
G.	**February 19, 2025**	**Tentative BOC Discussion**

SUBMITTAL REQUIREMENTS

Proposals shall include the following:

1. One (1) electronic copy (USB- PDF Format)
2. Completed Statement of Qualifications
3. Completed References form, containing at least three (3) professional references, including current contact name and phone number for similar contracts.
4. Completed Proposal Form
5. Contractor Profile
6. Hold Harmless Agreement

7. Sworn Statement of Section 287.133(3)(a), on Public Entity Crimes
8. Immigration Affidavit Certification
9. Contractor Proposal – Itemized and Proposed in Contractor Preferred Format
10. Certifications and business licenses.
    a Include proof of corporation (sunbiz.org Division of Corporations)
11. Proof of Insurance as listed in the insurance section.
12. Signed contract (if included)
13. Exhibit A & Exhibit B

ADDITIONAL CONDITIONS

- The "CITY" reserves the right to reject any or all proposals received, to request additional information, or to extend the deadline for submittals.
- Confidentiality of Documents: Upon receipt of proposals by the "CITY," the proposals shall become the property of the "CITY" without compensation to the proponent, for disposition or usage by the "CITY" at its discretion. Pursuant to Florida Statute, Section 119.071(1)(b)2, all proposals submitted shall be subject to review as public records 30 days from opening, or earlier if an intended decision is reached before the 30-days expires.
- Costs to Prepare Responses: The "CITY" assumes no responsibility or obligation to the respondents and will make no payment for any costs associated with the preparation or submission of these proposals.
- Equal Employment Opportunity: During the performance of this Contract, the "CONTRACTOR" agrees as follows: The "CONTRACTOR" will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, place of birth, or physical handicap.

CONFLICT OF INTEREST DISCLOSURE

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

PUBLIC ENTITY CRIMES

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

SCOPE OF SERVICES

The objective of the services to be rendered is the restoration of the Recreation Center by replacing and repairing drywall, flooring, electrical components, baseboards, cabinetry, and other necessary areas to ensure full functionality, safety, and aesthetics.

Interior photos of the Recreation Center and a description of the needs of each room is included as Supplement #1.

The City will supply the as built building plans of the Recreation Center as Supplement #2.

CRITERIA FOR SELECTION OF CONTRACTORS

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

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

Evaluation Scoring Criteria	Possible Points
Capability and qualifications of the proposer	20
Proven experience as demonstrated with recent contracts/projects within the State of Florida.	15
Resources and Availability – include a list of subcontractors	15
Client References and past performance	15
Total Bid Cost	35
Total	100

AWARD

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

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: Michael Axe
2. Name of Business (if different than #1): Axecel Construction LLC
3. Form of Entity: Limited Liabilty Company
4. Permanent Main Office and Mailing addresses and pertinent contact information (phone, email, etc.): 107 N. Armenia Ave Tampa, FL 33609
5. Date Organized: 08/16/2016
6. Where Organized: 5820 S. MacDill Ave Tampa, FL 33611
7. How many years have you been engaged in contractor work under your present name; also, state names and dates of previous business names, if any. 9 years
8. In the last five years, has "Contractor" ever been terminated from a contract or project? If so, explain situation.: No
9. In the last five years, has Contractor ever been party to litigation related to the Contractor's work? If so, explain situation.: Auto Accident
10. List the most important contracts entered by the Contractor in the last year; identify contracting party and term of contract.: Thomas Cooley - Temple Terrace awarded by CBRE - 7 month duration
11. List your key personnel available for this contract.: Mark Wilson 727-648-6393

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

2/11/25
Date Signed

NOTARY

State of: Florida

County of: Hillsborough

Sworn to and subscribed before me this 11 day of Feb, 2025

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

Signature of Notary

My Commission Expires 10/31/2028

(seal)

MELISSA KINDT
MY COMMISSION # HH 608606
EXPIRES: October 31, 2028

REFERENCES

Please include the below information for all three (3) references as required.

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

Contact Name Marina Gould

Business Name America's Capital Partners

Business Address 1715 N Westshore Blvd, Suite 270, Tampa, FL 33607

Contact Phone 813-786-8408

Contact Email mgould@americascapital.com

Project Description (describe): Various permitted tenant improvement projects ranging from $50,000- $500,000 including MEP's

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

REFERENCES

Please include the below information for all three (3) references as required.

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

Contact Name Kyle Nevergold

Business Name Feldman Equities LLC

Business Address 150 2nd Ave N Suite 1700, St. Pete, FL 33701

Contact Phone 813-545-2698

Contact Email knevergold@feldmanequities.com

Project Description (describe): Various permitted tenant improvement projects at First Central Tower, Morgan Stanley Tower, Park Tower, MEP's included. Pricing ranging from $50,000 - $500,000

REFERENCES

Please include the below information for all three (3) references as required.

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

Contact Name Kathy Erickson

Business Name Merin Hunter Codman, Inc.

Business Address 5201 W Kennedy Blvd, #122, Tampa, FL 33609

Contact Phone 727-383-8000

Contact Email kerickson@mhcreal.com

Project Description (describe): Various tenant improvement projects located at 5021 W Kennedy Blvd, Tampa, FL 33607. Ranging from ($50,000-$700,000)

INDEMNIFICATION

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

NO COLLUSION

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

TERMINATION

The resulting contract may be canceled by the City when:

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

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

SUBMITTAL WITHDRAWAL

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

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

TAXES, FEES, CODES, LICENSING

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

COMPLIANCE WITH ALL APPLICABLE LAWS

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

PROPOSAL PACKAGE SECTIONS

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

A. Statement of Qualification: To be submitted on the "CONTRACTOR" letterhead. The statement of interest shall:
   - Concisely state the "CONTRACTOR"'s understanding of the RFP.
   - Include additional relevant information not requested elsewhere in the RFP.
   - The signature on the statement shall be that of a person authorized to represent and bind the "CONTRACTOR"

B. References- current or recent project relating to the RFP.
   - Provide a minimum of three (3) references for work performed like the scope of this RFP.

C. Proposal Form - signed and completed.
D. CONTRACTOR Profile – Completed
E. Hold Harmless Agreement – signed and completed.
F. Sworn Statement to Section 287.133(3)(a), Florida Statues, on Public Entity Crimes form- signed and completed.
G. Immigration Affidavit certification- Signed and completed.
H. Contractor Proposal – Itemized and Proposed in Contractor Preferred Format
I. Contractors Licenses
J. Certificate of Insurance
K. Signed Agreement (If included).
L. Exhibit A Public Contracting and Environmental Crimes Certificate- signed and completed.
M. Exhibit B Drug Free Workplace Certificate – Signed and completed.

PROPOSALS FORM

Name of "CONTRACTOR" Submitting Proposals Michael Axe - President

Name of Person Submitting Proposals Andrew Clayson

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, 19 progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.

F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.

I. The Bidder has given Owner and Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.

J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

K. Bidder will submit written evidence of its authority to do business in the state where the Project is located not later than the date of its execution of the Agreement.

Signature _____

Date 2/11/25

"CONTRACTOR" PROFILE

AXECEL CONSTRUCTION LLC

Submitted by (Company Name)

Circle one of the following:

Corporation **Partnership** **Individual** **Joint Venture**

Other Describe: Limited Liability Company

Florida Contractor License Number: CBC1261274

Expiration Date: 8/31/2026 Unique Entity ID: WL14FL92PJV4 FEIN: 81-3015028

Office Location: 107 N Armenia Ave, Tampa, FL 33609

Number of people in your organization: 20

Length of time the Contractor has been doing business under this name in Florida: 9 years.

Length of time your firm has provided services to governmental clients: 1 years.

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

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

YES X **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.

Michael Axe - Axecel Construction Presidet

Contractor/ "CONTRACTOR"- Printed Name

Signature

Madeira Beach Rec Center- Interior Hurricane Repairs RFP 25-03

Project Name

2/11/16

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 Michael Axe - President
   (Print individual's name and title)
   for Axecel Construction LLC
   (Print name of entity submitting sworn statement)
   whose business address is 107 N Armenia Ave, Tampa, FL 33609 and (if applicable) its Federal Employer Identification Number (FEIN) is 81-3015028.
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).

      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)

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

Authorized Signature

2/11/25

Date Signed

State of: Florida

County of: Hillsborough

Sworn to and subscribed before me this 11 day of Feb, 2025.

Personally Known _____ or Produced Identification _____

(Specify Type of Identification)

MKindt

Signature of Notary

My Commission Expires 10/31/2028

(seal)

MELISSA KINDT
MY COMMISSION # HH 608606
EXPIRES: October 31, 2028

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: Axcel Construction LLC

Print Name: Michael Axe Title: President

Signature _____ Date: _____

State of: Florida

County of: Hillsborough

Sworn to and subscribed before me this 11 day of Feb, 2025

Personally Known _____ or Produced Identification _____

(Specify Type of Identification)

_____

Signature of Notary

My Commission Expires 10/31/2028

(seal)

MELISSA KINDT
MY COMMISSION # HH 608606
EXPIRES: October 31, 2028

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.

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 Michael Axe - President
[print individual's name and title]

for Axecel Construction LLC
[print name of entity submitting sworn statement]

whose business address is: 107 N Armenia Ave, Tampa, FL 33609

and Federal Employer Identification Number (FEIN) is 81-3015028, 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 2/11/25

State of: Florida

County of: Hillsborough

Sworn to and subscribed before me this 11 day of Feb, 2025.

Personally Known _____ or Produced Identification _____

(Specify Type of Identification)

_____ Signature of Notary

NOTARY PUBLIC STATE OF FLORIDA
MELISSA KINDT
MY COMMISSION # HH 608606
EXPIRES: October 31, 2028

My Commission Expires 10/31/2028

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 Michael Axe - President
[print individual's name and title]

for Axecel Construction [print name of entity submitting sworn statement]

whose business address is: 107 N Armenia Ave, Tampa, FL 33609 and (if

applicable) its Federal Employer Identification Number (FEIN) is 81-3015028 (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 2/11/25

State of: Florida

County of: Hillsborough

Sworn to and subscribed before me this 11 day of Feb, 2025

Personally Known _____ or Produced Identification _____

(Specify Type of Identification)

Signature of Notary

My Commission Expires 10/31/2028

NOTARY PUBLIC STATE OF FLORIDA
MELISSA KINDT
MY COMMISSION # HH 608606
EXPIRES: October 31, 2028

2025 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# L16000120414

Entity Name: AXECEL CONSTRUCTION LLC

Current Principal Place of Business:

107 N ARMENIA AVE
TAMPA, FL 33609

Current Mailing Address:

107 N ARMENIA AVE
TAMPA, FL 33609 US

FEI Number: 81-3015028

FILED
Feb 10, 2025
Secretary of State
3926564260CC

Item 15F.

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

AXE, MICHAEL J
107 N ARMENIA AVE
TAMPA, FL 33609 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

Authorized Person(s) Detail :

Title	MGR
Name	AXE, MICHAEL
Address	107 N ARMENIA AVE
City-State-Zip:	TAMPA FL 33609

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 a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: MICHAEL AXE PRESIDENT 02/10/2025

Electronic Signature of Signing Authorized Person(s) Detail — Date

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

AXE, MICHAEL J

AXECEL CONSTRUCTION LLC
107 N ARMENIA AVE
TAMPA FL 33609

LICENSE NUMBER: CBC1261274

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/13/2024

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.

Receipt # 1555262 | Control No. 0360548

For Period Commencing JULY 1ST, 2024 | and ending September 30, 2025

Total: 154.70 | Dated | Application No.

This Business Tax Receipt does not permit the holder to operate in violation of any City Law or Ordinance including, but not limited to, Zoning and other land use regulations. If in doubt, the holder should verify that he or she has the appropriate zoning by calling the Office of Land Development Coordination at 274-3100. This Business Tax Receipt must be conspicuously posted in place of business.

Classification	Description	Amount
148014	COMM RNTL PROPERTY	$144.70
993000	ADMIN HANDLING FEE	$10.00

2025

CITY OF TAMPA
TAX RECEIPT
BUSINESS
TAX
DIVISION

By: WEB

Business Name and Address

AXECEL CONSTRUCTION LLC
5820 S MACDILL AVE
TAMPA FL 33611

Business Name and Location

AXECEL CONSTRUCTION LLC
107 N ARMENIA AVE
TAMPA FL 33609

AXECCON-01

CERTIFICATE OF LIABILITY INSURANCE

DATE 2/10/2025

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

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

PRODUCER	CONTACT NAME: Keasha McCallister
Merrill R. Swartz Inc. dba Ford Insurance Agency 113 E 13th St Saint Cloud, FL 34769-4749	PHONE (A/C, No, Ext): (407) 847-5892 FAX (A/C, No): (407) 847-0903 E-MAIL ADDRESS: Keasha@Fordinsfl.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Southern Owners	10190
INSURER B : Auto Owners	18988
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Axecel Construction LLC
107 N. Armenia Ave.
Tampa, FL 33609

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X		72894565	12/9/2024	12/9/2025	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO	X		5089456500	3/14/2024	3/14/2025	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE			50-894-565-01	12/9/2024	12/9/2025	AGGREGATE	$ 5,000,000
	DED X RETENTION $ 10,000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Karen Mitchell

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AXECCON-01

CERTIFICATE OF LIABILITY INSURANCE

DATE 2/10/2025

Item 15F.

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

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

PRODUCER
Commercial Ins Specialists LLC
3438 Colwell Ave
Tampa, FL 33614

CONTACT NAME:
PHONE (A/C, No, Ext): (813) 288-1000 FAX (A/C, No): (813) 330-2424
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Builder's Mutual Insurance Company	10844
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Axecel Construction, LLC.
107 N. Armenia Ave
Tampa, FL 33609

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WCP108009203	7/6/2024	7/6/2025	X PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N	N / A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

CERTIFICATE HOLDER
City of Madeira Beach
300 Municipal Dr.
Madeira Beach, FL 33708

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

AUTHORIZED REPRESENTATIVE

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION THAT IS REQUIRED BY WRITTEN CONTRACT

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 07/06/2024 Policy No. WCP 1080092 Endorsement No. 000

Insured AXECEL CONSTRUCTION LLC Premium $ 26,721.00

Insurance Company BUILDERS MUTUAL INSURANCE CO Countersigned by _____

WC 00 03 13
(Ed. 4-84)

Copyright 1983 National Council on Compensation Insurance.

REFERENCES

Please include the below information for all three (3) references as required.

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

Contact Name: Claudine Best

Business Name: Sarasota County Government

Business Address: 1451 Cattlemen Rd, Bldg E, Sarasota, FL 34232

Contact Phone: 941-861-0577

Contact Email: clbest@scgov.net

Project Description (describe): Project currently ongoing, with an estimated project budget of 1.8 million dollars. Project is contracted with Sarasota County Government and was solicitated as a Hard Bid. Axecel Construction was the awarded Contractor. The project scope included the renovation of 12,000 sq ft of interior tenant space. The project included all Mechanical, Electrical, Plumbing, and Fire Protection. Numerous conference rooms and offices were framed out and drywalled. Continuous operations of the building are maintained during all phases of construction. The project is scheduled for completion in May 2025. The project is currently on budget and on time.

REFERENCES

Please include the below information for all three (3) references as required.

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

Contact Name: Carmen Gomez

Business Name: Sarasota County Government

Business Address: 1660 Ringling Blvd. Sarasota, FL 34236

Contact Phone: 941-363-1547

Contact Email: cgomez@scgov.net

Project Description (describe): Axecel Construction was awarded the GC Term Contract with Sarasota County. The scope of work includes all the labor, services and materials for General Contracting Services. This contract has a term period of 3 years. Axecel shall perform renovations and/or remodels to existing County facilities, including, but not limited to carpentry, millwork, framing, drywall, doors, windows, frames, caulking, hardware, demolition, excavation, ceilings, masonry, and sub-contracting. Other services may include, but are not limited to HVAC, electrical, plumbing and remediation, if included as part of a larger project. Axecel shall follow all current best practice procedures as determined by industry standards or as directed by the County.

REFERENCES

Please include the below information for all three (3) references as required.

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

Contact Name: Kathy Erickson

Business Name: Merin Hunter Codman Inc.

Business Address: 5201 W Kennedy Boulevard, Suite 122

Contact Phone: 727 383 8000

Contact Email: kerickson@mhcreal.com

Project Description (describe): This project is located at 5201 W Kennedy Blvd Suite 151. The project is called Café Luna. Axecel construction turned an office suite into a luxury Café for the building, renovating approximately 1,500 sq ft. The scope of work included Mechanical, electrical, plumbing, and fire protection, along with framing and drywall. The project budget was $400,000. The project was very complex with installing a 5-ton air handling unit into the ceiling above and redesigning the suite with an advanced commercial hood for a high end kitchen, grease duct, and an inline exhaust system. The project is scheduled for completion in March 2025. The project is on time and on budget.

REFERENCES

Please include the below information for all three (3) references as required.

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

Contact Name: Lisa Brosnan

Business Name: Colliers

Business Address: 311 Park Place Blvd., Suite 600 | Clearwater, FL 33759 | USA

Contact Phone: 727-450-6156

Contact Email: **Lisa.Brosnan@colliers.com**

Project Description (describe): This project was a Men's and Women's gang restroom renovation at Melrose Coastal Building on the 2nd floor. The project budget was $100,000 and was completed in 30 days or less. The project consisted of drywall and framing, plumbing, and electrical. The project was completed on time and did not go over budget. Continuous operations of the facility always remained and were not disrupted. Demo scope was conducted after hours. All safety measures were taken during all phases of construction in common areas. The project was completed in December 2024.

Subcontractor List

Company Name	Bid Status	Primary	Division	Phone	Email	Contact Person	Location:
Waste Pro of Florida		Primary	01.4 - Dumpsters		nmorgenthaler@wasteprousa.com	Nancy Morgenthaler	Tampa
Marco's Custom Cabinetry		Primary	06 - Millwork	(813) 465-3004	jtorres@marcoscc.com	Jonathan	Tampa
Custom Cabinets by Rose		Primary	06 - Millwork	(813) 401-1308	marissa@ccbyrose.com	Marissa Fletcher	Tampa
Taylor Door			06 - Millwork	727-498-5272	claytdhsupply@gmail.com	Tim Dunbar	Tampa
Kenco Door			08.0.1 - Door Supply		sales@kencodoor.com		
Nabco Door			08.0.1 - Door Supply		nabcofl@nabcoentrances.com		
Rosell Doors			08.0.1 - Door Supply		Rosell.doors@gmail.com		
Blanton Glass Systems, Inc.			08.8 - Glazing	(813) 884-0411	carolyn@blantonglass.com;daniel@blan	Daniel	Tampa
All Services Frameless Glass Co			08.8 - Glazing	813-909-6250	derek@framelessglassco.com	Derek	Tampa
Urban Glass, Inc		Primary	08.8 - Glazing	(813) 872-7261	tim@urbanglass.net	Tim	Tampa
CH&F Construction Services, LLC		Primary	09.2 - Framing and Drywall	(727) 831-1372	bids@chfconst.com	Enrique	Tampa
All Florida Drywall & Stucco			09.2 - Framing and Drywall	(813) 678-6721	MarioS@allfloridadrywall.com	Mario Sosa	Tampa
MB Drywall			09.2 - Framing and Drywall	813-718-7102	ron@mbdrywallsolutions.com	Ron Mitchell	Tampa
Hanlon Acoustical Ceilings			09.5 - Acoustical Ceiling	(305) 395-7385	mat.wright@hanlonceilings.com;bids@h	Mat Wright	Tampa
High Rise Ceilings			09.5 - Acoustical Ceiling	813-409-4788	highriseceilings@gmail.com		Tampa
Adams Surfaces			09.6 - Flooring	407-800-2411	luciana@adamssurfaces.com	Luciana Adams	Orlando
Spectra Contract Flooring		Primary	09.6 - Flooring	(813) 254-7278	kim.roche@spectracf.com	Kim Roche	Tampa
Resource Flooring & Maintenance		Primary	09.6 - Flooring		cgrove@resourcefl.com;ajones@resourc	Anissa	Tampa
Flooring Solutions			09.6 - Flooring	(813) 394-5501	joe@flooringsolutionsflorida.com	Bruce Sedler	Tampa
QA Miranda Painting, LLC			09.9 - Paint	(352) 272-3522	enriquemiranda963@gmail.com	Luis Miranda	Tampa
Tampa Bay's Finest Painting, LLC			09.9 - Paint	(813) 381-7654	mark@tbfpainting.com	Mark	Tampa
Precision Painting Group			09.9 - Paint	813-935-8568	bryan@ppgtampa.com		
Cillo Coatings LLC			09.9 - Paint	(813) 842-1159	ronaldj724@gmail.com	Ronald	
Frontline Fire Protection, Inc.		Primary	21 - Fire Suppression	(813) 986-4556	frontlinefire@gmail.com	Doug	Tampa
Summit Fire & Safety		Primary	21 - Fire Suppression	(813) 857-9502	dburnham@summitfiresecurity.com	Dean Burnham	Tampa
DaBo Fire Inspection & Services			21 - Fire Suppression	727-430-1980	paul@dabofire.com	Paul Varga	
St. Pete Plumbing, LLC			22 - Plumbing	727-800-7667	services@saintpeteplumbing.com	Tina	Tampa
J&S Plumbing, Inc.			22 - Plumbing	(813) 841-6826	brittany@jsplumbinginc.com	Steve	Tampa
Revolution Plumbing & Remodeling, Inc		Primary	22 - Plumbing	(813) 781-5795	darrell@revolutionplumbing.com		Tampa
Llona Plumbing			22 - Plumbing	(813) 477-1870	serviceorders@llonaplumbing.com		Tampa
Dynamic Heating & Cooling		Primary	23 - HVAC	(813) 928-3646	darwin@dynamichvac.us;jessica@dynar	Jessica Alexander	Tampa
Environmental Design Solutions			23 - HVAC	(813) 269-0832	estimating.eds@gmail.com	Estimating (big projects)	Tampa
Imperial HVAC			23 - HVAC	(727) 423-9501	rfgrasso@yahoo.com	Ralph	Tampa
Kent Air Conditioning Services, Inc.			23 - HVAC	(813) 655-5368	rkent@kentair.com	Ray Kent	Tampa
Alliance Power - Electrical			26 - Electrical	(813) 470-7200	roel.rios@apsi.com	Rowel Rios	Tampa
JN Electric of Tampa Bay			26 - Electrical	813-948-1608	electricalbids@bcifl.net	Chris Sirois	Tampa
Estar Electric		Primary	26 - Electrical	(727) 209-3438	vinny@estarelectricinc.com	Vinny	Tampa
MGM Electric, Inc.		Primary	26 - Electrical	(813) 960-4876	nmarchese@mgmelectrictampa.com	Rob	Tampa

Axecel Construction LLC Personnel

Mike Axe – President mike@axecelconstruction.com

Andrew Clayson – Project Manager aclayson@axecelconstruction.com

Mike McFadden – Assistant Project Manager mmcfadden@axecelconstruction.com

Diana Axe – Administration diana@axecelconstruction.com

Peter Lopez – Superintendent Plopez@axecelconstrucion.com

Vincent Mendoza – Superintendent VMendoza@axcelconstruction.com

Paula Navarro – Superintendent pnavarro@axecelconstruction.com

Proposal

Date:	2/13/2025	**Project Name:**	Madeira Beach Recreation Center - Interior Hurricane Repairs
Company:	City of Maderia Beach	**Project Address:**	200 Rex Place, Madeira Beach, FL 33708
Prepared By:	Andrew Clayson	**RSF Area:**	SF
Project Number:	25-131	**Quote ID:**	Madeira Beach Recreation Center - Interior Hurricane Repairs - 2-

Schedule of Values

Task	Notes	Quantity	Units	Sub Total
Overhead & Profit				**$ 5,677.92**
Overhead		1	LS	
Division 1: General Requirements				**$ 11,201.90**
Supervision		4	Week/s	
Phone		4	Week/s	
Fuel		4	Week/s	
Cleaning		1	LS	
Dust protection		1	LS	
Insurance		1	LS	
Division 2: Existing Conditions - Demolition				**$ 392.00**
Dumpster (10 Yard)		1	Each	
Division 3: Concrete				**$ 1,680.00**
Concrete sealant in four rooms		1	LS	
Division 8: Openings Windows and Doors				**$ 896.00**
Replace door frame	janitor's closet	1	LS	
Division 9: Framing and Drywall				**$ 17,584.00**
5/8 inch drywall install and drywall float level 4		1	LS	
Insulation		1	LS	
Division 9: Paint				**$ 8,400.00**
Paint interior walls		1	LS	
Division 9: Flooring				**$ 25,760.00**
LVP Arcadia 20 Mil throughout with 4.25" reveal base		1	LS	
Division 26: Electrical				**$ 336.00**
Replace outlet covers and reinstall outlets where applicable		1	LS	
				Total Project Cost
				$ 71,927.82

Options

Task	Notes	Quantity	Units	Cost
Flooring Inc Roll Impact Wood series		1	LS	$ 74,400.00
Permit Allowance if required		1	LS	$ 3,600.00
				Total Options Cost
				$ 78,000.00

Qualifications

Proposal is for budget purposes ONLY.

Proposal based upon all work being performed during regular business hours, Monday to Friday, 7am to 6pm.

Proposal based upon all work being performed after regular business hours. Regular business hours are defined as Monday to Friday, 8am to 5pm.

Proposal does not included builders risk insurance, it can be provided upon request at additional cost.

Proposal does not include permits from building department.

Proposal does not include performance or payment bonds.

Work on change request can not start without prior signature on said change.

Quote is good for 30 days.

Axecel's warranty does not apply to any existing items with in the space.

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: David Sigler
2. Name of Business (if different than #1): South Shore Contracting
3. Form of Entity: _____
4. Permanent Main Office and Mailing addresses and pertinent contact information (phone, email, etc.): 1763 Kings Ave., Brandon, FL 33511 (954-270-3175, anthony@anglers5.com)
5. Date Organized: 8/30/06
6. Where Organized: Riverview, FL
7. How many years have you been engaged in contractor work under your present name; also, state names and dates of previous business names, if any. 19
8. In the last five years, has "Contractor" ever been terminated from a contract or project? If so, explain situation.: NO
9. In the last five years, has Contractor ever been party to litigation related to the Contractor's work? If so, explain situation.: NO
10. List the most important contracts entered by the Contractor in the last year; identify contracting party and term of contract.: _____
11. List your key personnel available for this contract.: David Sigler

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

2/13/25
Date Signed

NOTARY

State of: Florida

County of: Hillsborough

Sworn to and subscribed before me this 13 day of Feb, 2025

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

Signature of Notary _____ (seal)

My Commission Expires 9/19/26

Notary Public State of Florida
James L Garcia
My Commission HH 306956
Expires 9/19/2026

REFERENCES

Please include the below information for all three (3) references as required.

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

Contact Name Ryan Day

Business Name Renaissance Maintenance Inc.

Business Address 6825 Hobson Valley Dr., Woodridge, IL 60517

Contact Phone 630-352-3282

Contact Email ryan@renaissancemaintenance.com

Project Description (describe): Backflow replacement, parking lot, doors, windows, electrical, painting

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

REFERENCES

Please include the below information for all three (3) references as required.

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

Contact Name Danielle Waymire

Business Name Daily Blends

Business Address 1991 St. Rd. 60, Valrico, FL 33594

Contact Phone 228-369-6649

Contact Email Dailyblendsfl@gmail.com

Project Description (describe): Commercial build-out of smoothie shop

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

REFERENCES

Please include the below information for all three (3) references as required.

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

Contact Name Lea Orchard

Business Name Great Clips - Fishhawk

Business Address 5631 Circa Fishhawk Blvd., Lithia, FL 33547

Contact Phone 813-502-5980

Contact Email lea.orchard@greatclips.net

Project Description (describe): Commercial build-out of Great Clips

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

PROPOSALS FORM

Name of "CONTRACTOR" Submitting Proposals South Shore Contracting

Name of Person Submitting Proposals Anthony Pena

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:

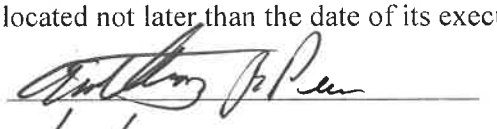
A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

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

Signature 

Date 2/6/25

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 2/13/25

State of: Floriola

County of: Hillsborough

Sworn to and subscribed before me this 13 day of Feb, 2025

Personally Known X or Produced Identification _____

(Specify Type of Identification)

_____ Signature of Notary

My Commission Expires 9/19/26

Notary Public State of Florida
James L Garcia
My Commission HH 306956
Expires 9/19/2026

"CONTRACTOR" PROFILE

South Shore Contracting
Submitted by (Company Name)

Circle one of the following:
Corporation **Partnership** **Individual** **Joint Venture**

Other Describe: _____

Florida Contractor License Number: CGC 1515695

Expiration Date: _____ Unique Entity ID: _____ FEIN: 43-2110468

Office Location: 1763 S Kings Ave., Brandon, FL 33511

Number of people in your organization: 12

Length of time the Contractor has been doing business under this name in Florida: 19 years.

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

Under what other name(s) has your firm operated: Anglers Residential Construction

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.

David Sigler
Contractor/ "CONTRACTOR"- Printed Name

Signature

Madeira Beach Recreation Center
Project Name
Interior hurricane repairs

2/6/25
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 David Sigler owner
   (Print individual's name and title)
   for South Shore Contracting
   (Print name of entity submitting sworn statement)
   whose business address is 1763 S. Kings Ave, Brandon, FL 33511 and (if applicable) its Federal Employer Identification Number (FEIN) is 43-2110468.
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).

      __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)

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

Authorized Signature

2/13/25

Date Signed

State of: Florida

County of: Hillsborough

Sworn to and subscribed before me this 13 day of Feb, 2025

Personally Known X or Produced Identification _____

(Specify Type of Identification)

Signature of Notary

My Commission Expires 9/19/26

(seal)

Notary Public State of Florida
James L Garcia
My Commission HH 306956
Expires 9/19/2026

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: South Shore Contracting
Print Name: David Sigler Title: owner
Signature _____ Date: _____
State of: Florida
County of: Hillsborough
Sworn to and subscribed before me this 13 day of Feb, 2025

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

_____
Signature of Notary
My Commission Expires 9/19/26

(seal)

Notary Public State of Florida
James L Garcia
My Commission HH 306956
Expires 9/19/2026

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.

Estim

South Shore Contracting
Commercial & Residential

1763 S Kings Ave
Brandon FL 33511
(813) 964-3026,
Admin@southshore.contractors

ESTIMATE #	19395
DATE	02/13/2025

CUSTOMER	SERVICE LOCATION
Jay Hatch 300 Municipal Dr Madeira Beach, Florida, 33708-1916 (727) 392-0665 jhatch@madeirabeachfl.gov	300 Municipal Dr Madeira Beach, Florida, 33708-1916

Reported issues or requested work	Madeira Beach RFP 25-03 Madeira Beach Recreation Center Interior Hurricane Repairs

Estimate

Description	Total
3113 CL General Construction / Drywall Drywall Repairs Provide all Labor and Materials to replace the removed drywall in the Assembly Room, Office 102, Director's Office, Deputy's Office, Game Room, Homework Room, Storage Room, Data Room, Janitors Room, Unisex Bathroom - Replace with new drywall 2' height - Texture to match existing finish	$17,726.80
3112 CL General Construction / Painting General Construction / Painting Provide all Labor and Materials to Repaint 6,696sf of 9' walls and 4,756sf of 13' walls New GWB Walls at flood replacement - Prep area for painting - Apply 1 coat of SW 200 Primer Existing GWB Walls - Apply 1 coat of SW 200 Eggshell - Colors to match existing * Excludes, Floors, Doors, Frames, Base, Window Frames, Restrooms, ACT Ceilings and Exterior	$10,270.00

3112 CL General Construction / Painting $
General Construction / Painting - Alternative

Painted Frames 20 each
- Sand
- Prime
- Caulk
- Apply 2 coats SW WB Urethane Semi Gloss Enamel

3114 CL General Construction / Renovations $18,436.39
Flooring

Provide all Labor and Materials to Replace 2,963 sf of Commercial Vinyl Shaw Terrain II 20 Mil Flooring
- Prep floor to receive new flooring 2,963sf
- Apply Pressure sensitive adhesive
- Install 2,963sf of Shaw Terrain II 20 Mil 0453V-00564 SHADE Flooring
- Install Schluter Brushed Stainless Steel Transitions
- Install 720LF of Cove Base Black 4"

PICTURES

CUSTOMER MESSAGE

Estimate Total: $48,253.19

The above estimate is for completing the job as described above. It is based on our current evaluation of the job and does not include material price increases or additional labor and materials which may be required should unforeseen problems arise after work has begun. A 50% Down Payment will be required at job acceptance. South Shore Contracting will outline and document any additional work along with any added associated costs, should additional work be required.

Payment Schedule:

A 50% Down Payment Invoice will be generated once the Estimate is approved and signed by all parties. Any and all Work, Purchase Orders, Estimate Revisions, etc., will be delayed until the down payment is received and deposited. The down payment will cover material cost for the initial, approved Estimate, Mobilization and any fees and/or permitting requirements. Progress Payments will be generated by percentage of Phase completion and delivered to the Client, via email, on the 10th day of every month. This Progress billing will be for work performed, including Change Orders, the previous month and will be due upon receipt. The last 10% of the Contract Sum will be held as Project Retention, and billed at the completion of the project and will also be due upon receipt.

Estimating Change Requests:

Changes in scope and updates in the final layout and design are all part of this industry and while we are continiouly striving to please our clients in any way possible, multiple update requests and changes can also be extremely time consuming for our designers and estimators. For this reason, we will happily meet with clients for the initial examination and discussion resulting in the initial estimate, and be available for (2) two more update requests that could result in Change Orders and/or modification of the original, approved Estimate. However, requests submitted after the (3) three that are included in the Contract Sum could result in a Change Order for the requested update and include the hourly rate and time spent for our Design and Estiming team to compete the requested update.

Change Order Process:

A Change Order is a written order to the Contractor signed by the Client, Architect (if appropriate) and the Contractor issued after the execution of the Contract, authorizing a change in the Work or an adjustment in the Contract Sum or the Contract Time. The Contract Sum and the Contract Time may be changed ONLY by a Change Order. A Change Order signed by the Contractor indicates their agreement therewith, including the adjustment in the Contract Sum or the Contract Time. A Proposed Change Order (PCO) is a written request submitted to the Client by either the Architect or Contractor requesting a change to the contract price and/or schedule. Payment for changes in the Work will only be made after a Change Order is signed and executed by the Client, Contractor and Architect (if appropriate). A 50% Down Payment, due upon receipt, may be required by Contractor depending on purchases and/or materials required to complete the requested change in scope. The Force Majeure Clause is also valid, and if effect, for Change Order requests relating to material purchasing and the ability of the Contractor and/or Client to purchase and physically receive material required for the change in Work.

Force Majeure Clause:

In no event shall either party be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitations, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software or hardware) services; it being understood that the Parties shall use reasonable efforts which are consistent with

accepted industry practices to resume performance as soon as practicable under the circumstances.

Client Approval Signature Contracting Signature	South Shore
Signed by:	

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE 2/13/2025

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

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

PRODUCER Acrisure Southeast Partners Insurance Services LLC 1317 Citizens Blvd Leesburg FL 34748 License#: BR-1796553	**CONTACT NAME:** Denise DeRemigio **PHONE (A/C, No, Ext):** 813-933-6691 **FAX (A/C, No):** 813-932-6287 **E-MAIL ADDRESS:** DDeremigio@Acrisure.com
INSURED Anglers Residential Construction Inc. South Shore Contracting 1763 S Kings Ave., Brandon FL 33511 ANGLRES-01	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** INSURER A : Frank Winston Crum Insurance Company — 11600 INSURER B : Auto-Owners Insurance Company — 18988 INSURER C : Builders Mutual Insurance Company — 10844 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 2111272335 **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	X COMMERCIAL GENERAL LIABILITY			FGFL0020005605	9/21/2024	9/21/2025	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY			5237421500	12/22/2024	12/22/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 500,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
							PIP	$ 10,000
	UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WCP109884400	6/6/2024	6/6/2025	X PER STATUTE [ ] OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? (Mandatory in NH) Y / N: N	N / A					E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

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

CERTIFICATE HOLDER

South Shore Contracting
1763 S Kings Ave

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Detail by Entity Name

Florida Profit Corporation
ANGLERS RESIDENTIAL CONSTRUCTION, INC.

Filing Information

Document Number	P06000113851
FEI/EIN Number	43-2110468
Date Filed	08/30/2006
State	FL
Status	ACTIVE

Principal Address

1763 South Kings Avenue
Brandon, FL 33511

Changed: 04/02/2019

Mailing Address

1763 South Kings Avenue
Brandon, FL 33511

Changed: 04/02/2019

Registered Agent Name & Address

SIGLER, DAVID M
11705 BOYETTE RD.,
SUITE 402
RIVERVIEW, FL 33569

Address Changed: 08/27/2007

Officer/Director Detail

Name & Address

Title President

SIGLER, DAVID M
1763 South Kings Avenue
Brandon, FL 33511

Annual Reports

Report Year	**Filed Date**

2022	01/31/2022
2023	01/26/2023
2024	04/01/2024

Document Images

04/01/2024 -- ANNUAL REPORT	View image in PDF format
01/26/2023 -- ANNUAL REPORT	View image in PDF format
01/31/2022 -- ANNUAL REPORT	View image in PDF format
04/03/2021 -- ANNUAL REPORT	View image in PDF format
01/22/2020 -- ANNUAL REPORT	View image in PDF format
04/02/2019 -- ANNUAL REPORT	View image in PDF format
01/25/2018 -- ANNUAL REPORT	View image in PDF format
01/14/2017 -- ANNUAL REPORT	View image in PDF format
01/27/2016 -- ANNUAL REPORT	View image in PDF format
03/24/2015 -- ANNUAL REPORT	View image in PDF format
01/14/2014 -- ANNUAL REPORT	View image in PDF format
04/30/2013 -- ANNUAL REPORT	View image in PDF format
04/06/2012 -- ANNUAL REPORT	View image in PDF format
04/22/2011 -- ANNUAL REPORT	View image in PDF format
05/17/2010 -- ANNUAL REPORT	View image in PDF format
04/30/2009 -- ANNUAL REPORT	View image in PDF format
09/03/2008 -- ANNUAL REPORT	View image in PDF format
11/07/2007 -- Off/Dir Resignation	View image in PDF format
09/27/2007 -- ANNUAL REPORT	View image in PDF format
08/31/2006 -- Domestic Profit	View image in PDF format

2024 - 2025 HILLSBOROUGH COUNTY BUSINESS TAX RECEIPT **EXPIRES SEPTEMBER 30, 2025**

ACCOUNT NO. 53461
RENEWAL

OCC. CODE
260.026000 OFFICE

Receipt Fee	30.00
Hazardous Waste Surcharge	0.00
Law Library Fee	0.00

BUSINESS SOUTH SHORE CONTRACTING
1763 SOUTH KINGS AVENUE
BRANDON, FL 33511

2024 - 2025

NAME SOUTH SHORE CONTRACTING
MAILING 1763 SOUTH KINGS AVENUE
ADDRESS BRANDON, FL 33511

Paid 23-0-533760
07/05/2024 30.00

BUSINESS TAX RECEIPT

HAS HEREBY PAID A PRIVILEGE TAX TO ENGAGE IN BUSINESS, PROFESSION, OR OCCUPATION SPECIFIED HEREON

NANCY C MILLAN, TAX COLLECTOR
813-635-5200
THIS BECOMES A TAX RECEIPT WHEN VALIDATED.

2024 - 2025 HILLSBOROUGH COUNTY BUSINESS TAX RECEIPT **EXPIRES SEPTEMBER 30, 2025**

ACCOUNT NO. 237580
RENEWAL

OCC. CODE
090.010000 GENERAL CONTRACTOR

1 Employees

Receipt Fee	18.00
Hazardous Waste Surcharge	40.00
Law Library Fee	0.00

CGC1515695

BUSINESS DAVID M SIGLER/ANGLERS RESIDENTIAL CONSTRUCTION, INC.
SOUTH SHORE CONTRACTING
1763 S KINGS AVE

2024 - 2025

NAME DAVID MATTHEW SIGLER
MAILING 1763 S KINGS AVE
ADDRESS BRANDON, FL 33511

Paid 23-0-543115
07/10/2024 58.00

BUSINESS TAX RECEIPT

HAS HEREBY PAID A PRIVILEGE TAX TO ENGAGE IN BUSINESS, PROFESSION, OR OCCUPATION SPECIFIED HEREON

NANCY C MILLAN, TAX COLLECTOR
813-635-5200
THIS BECOMES A TAX RECEIPT WHEN VALIDATED.

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 Sigler / owner
[print individual's name and title]

for South Shore Contracting
[print name of entity submitting sworn statement]

whose business address is: 1763 S. Kings Ave, Brandon, FL 33511

and Federal Employer Identification Number (FEIN) is 43-2110468, if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: 262-67-8568

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

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 Sigler
[print individual's name and title]

for South Shore Contracting [print name of entity submitting sworn statement]

whose business address is: 1763 S. Kings Ave., Brandon, FL 33511 and (if applicable) its Federal Employer Identification Number (FEIN) is 43-2110468 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: 262-67-6666

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

shall be executed by an authorized agent of the entity or the individual.

Authorized Signature

2/13/25
Date Signed

State of: Florida

County of: Hillsborough

Sworn to and subscribed before me this 13 day of Feb, 2025

Personally Known X or Produced Identification _____

(Specify Type of Identification)

Signature of Notary

Notary Public State of Florida
James L Garcia
My Commission HH 306956
Expires 9/19/2026

My Commission Expires 9/19/26

PROPOSALS FORM

Name of "CONTRACTOR" Submitting Proposals Qualis General Contractors, LLC.

Name of Person Submitting Proposals Brycen Herman

PROPOSER ACKNOWLEDGMENT

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

BIDDER'S REPRESENTATIONS

In submitting this Bid, Bidder represents that:

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

Addendum No.	Addendum Date
1 - Pre Bid Q+A's	posted 1/30/25
2 - Additional Questions	posted 2/4/25
(part of 2) 3 - Ex.1 Additional Questions	posted 2/4/25

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at the Site.

E. Bidder has obtained and carefully studied (or accepts the consequences for not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, 19 progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.

F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.

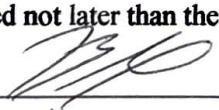
G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.

I. The Bidder has given Owner and Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.

J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

K. Bidder will submit written evidence of its authority to do business in the state where the Project is located not later than the date of its execution of the Agreement.

Signature 

Date 02/10/2025

8527 Trail Wind Dr. Tampa, FL 33647
CGC1527818
(863) 514-7760
www.qualisfl.com

Date: 2/13/25
Project: Madeira Beach Recreation Center

Item		Total
Division 1 General Conditions		
Dump fees	$	500.00
Floor protection	$	300.00
Temporary labor/ daily cleaning	$	400.00
Final clean	$	1,800.00
Mobilization and demobilization	$	400.00
Permits		By Owner
Superintendent	$	8,034.00
Project Manager	$	2,689.00
Fuel	$	120.00
Portalets		Excluded
Material delivery fees	$	200.00
Total General Conditions	**$**	**14,443.00**
Division 7 Thermal and Moisture Protection		
Wall insulation		Incl. in drywall
Total Thermal and Moisture Protection		
Division 8 Openings		
Replace 1 door frame, re install door	$	700.00
Total Openings	**$**	**700.00**

Contractor Initials ( )

Owner Initials ( )

QUALIS

8527 Trail Wind Dr. Tampa, FL 33647
CGC1527818
(863) 514-7760
www.qualisfl.com

Division 9 Finishes		
Drywall	$	12,900.00
Paint	$	12,000.00
Sealed concrete	$	1,100.00
Flooring - high traffic vinyl plank	$	19,536.00
Base	$	3,402.00
Total Finishes	**$**	**48,938.00**
Division 22 Plumbing		
Remove and reinstall mop sink	$	500.00
Total Plumbing	**$**	**500.00**
Division 26 Electrical		
Miscellaneous outlets/switches/cover plates	$	625.00
Total Electrical		
Work Items Total	**$**	**65,206.00**
Contingency	$	1,609.00
Fee	$	9,163.00
Grand Total	**$**	**75,978.00**

ntractor Initials ( )

Owner Initials ( )

QUALIS

QUALIFICATIONS & ASSUMPTIONS

Date: 2/13/25
Project: Madeira Beach Recreation Center

DIVISION 1 – GENERAL CONDITIONS
A. This proposal excludes permit fees.
DIVISION 2 – SITEWORK/EARTHWORK/UTILITIES
DIVISION 6 – WOODS, PLASTICS, AND COMPOSITES
DIVISION 7 -THERMAL & MOISTURE PROTECTION
DIVISION 9 – FINISHES
A. This proposal includes high traffic wood plank vinyl flooring as Arcadia Pro Size 7"x48" plank thickness 2.5MM 20 mil manufactured by Trinity Tile. The specified plank flooring is discontinued. As an alternate, Impact Roll wood series can be provided for a cost of $61,968.00. This is based on the current sale price. Price could increase by $2/square foot if not ordered within 45 days.
DIVISION 10 – SPECIALTIES
DIVISION 22 – FIRE PROTECTION
DIVISION 23 – MECHANICAL
DIVISION 26 – ELECTRICAL
DIVISION 32 – EXTERIOR IMPROVEMENTS

"CONTRACTOR" PROFILE

Qualis General Contractors, LLC.
Submitted by (Company Name)

Circle ~~one of~~ the following:
(Corporation) **Partnership** **Individual** **Joint Venture**

Other Describe: _____

Florida Contractor License Number: CGC1527818

Expiration Date: 08/31/26 Unique Entity ID: _____ FEIN: 83-3712329

Office Location: 17803 Green Willow Dr. Tampa, FL 33647

Number of people in your organization: 7

Length of time the Contractor has been doing business under this name in Florida: 8 years.

Length of time your firm has provided services to governmental clients: 5 years.

Under what other name(s) has your firm operated: none

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.

Qualis General Contractors, LLC.
Contractor/ "CONTRACTOR"- Printed Name

Signature

RFP#25-03 Madeira Beach Recreation Center Interior Hurricane Repairs
Project Name

02/10/25
Date

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

REFERENCES

Please include the below information for all three (3) references as required.

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

Contact Name Joe Keuhmeier

Business Name CRG Architects

Business Address 216A St. Johns Ave. Palatka, FL 32177

Contact Phone (386) 325-0213

Contact Email crgarchitects@comcast.net

Project Description (describe): Renovation of 1,984 square foot fire station, built 2,500 square foot addition for fire trucks.

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

REFERENCES

Please include the below information for all three (3) references as required.

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

Contact Name Jordan Reid / Judith Villegas

Business Name Tampa Hillsborough Expressway Authority

Business Address 1104 E Twiggs Ave. Tampa, FL 33602

Contact Phone (813) 210-2246 (813) 272-6740 ext. 146

Contact Email jordan.reid@kci.com / judith.villegas@tampa-xway.com

Project Description (describe): Interior renovation of level 1, 2, and 3 offices.

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

REFERENCES

Please include the below information for all three (3) references as required.

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

Contact Name Laurie Ferguson / Bruce Wirth

Business Name City of Dunedin

Business Address 737 Louden Ave. Dunedin, FL 34698

Contact Phone (727) 641-8294 / (727) 298-3208

Contact Email lferguson@DunedinFL.net / bwirth@DunedinFL.net

Project Description (describe): Construction of 1,200 square foot community sailing center building.

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

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 Brycen Herman - President
   (Print individual's name and title)
   for Qualis General Contractors, LLC.
   (Print name of entity submitting sworn statement)
   whose business address is 17803 Green Willow Dr. Tampa, FL 33647 and (if applicable) its Federal Employer Identification Number (FEIN) is 83-3712329.
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 ID ENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Authorized Signature

02/10/25

Date Signed

State of: Florida

County of: Pasco

Sworn to and subscribed before me this 10th day of February, 2025

Personally Known _____ or Produced Identification Florida Driver License

(Specify Type of Identification)

Diane A. Durand

Signature of Notary

My Commission Expires July 8, 2025

(seal)

DIANE A. DURAND
Notary Public - State of Florida
Commission # HH 150774
My Comm. Expires Jul 8, 2025

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: Qualis General Contractors, LLC.
Print Name: Brycen Herman Title: President
Signature _____ Date: 02/10/25
State of: Florida
County of: Pasco
Sworn to and subscribed before me this 10th day of February, 2025

Personally Known _____ or Produced Identification Florida Driver License
(Specify Type of Identification)

Diane A. Durand
Signature of Notary
My Commission Expires July 8, 2025

(seal)

DIANE A. DURAND
Notary Public - State of Florida
Commission # HH 150774
My Comm. Expires Jul 8, 2025

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.

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 Brycen Herman - President
[print individual's name and title]

for Qualis General Contractors, LLC.
[print name of entity submitting sworn statement]

whose business address is: 17803 Green Willow Dr. Tampa, FL 33647

and Federal Employer Identification Number (FEIN) is 83-3712329, 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

02/10/25
Date Signed

State of: Florida

County of: Pasco

Sworn to and subscribed before me this 10th day of February, 2025

Personally Known _____ or Produced Identification Florida Driver License

(Specify Type of Identification)

Diane A Durand
Signature of Notary

My Commission Expires July 8, 2025

DIANE A. DURAND
Notary Public - State of Florida
Commission # HH 150774
My Comm. Expires Jul 8, 2025

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 Brycen Herman - President
[print individual's name and title]

for Qualis General Contractors, LLC. [print name of entity submitting sworn statement]

whose business address is: 17803 Green Willow Dr. Tampa, FL 33647 and (if applicable) its Federal Employer Identification Number (FEIN) is 83-3712329 (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 02/10/25

State of: Florida

County of: Pasco

Sworn to and subscribed before me this 10th day of February, 2025

Personally Known _____ or Produced Identification Florida Driver License

(Specify Type of Identification)

Signature of Notary

My Commission Expires July 8, 2025

DIANE A. DURAND
Notary Public - State of Florida
Commission # HH 150774
My Comm. Expires Jul 8, 2025

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: Qualis General Contractors, LLC.
2. Name of Business (if different than #1): —
3. Form of Entity: S Corp.
4. Permanent Main Office and Mailing addresses and pertinent contact information (phone, email, etc.): 17803 Green Willow Dr. Tampa, FL 33647 (863) 514-7760 bherman@qualisfl.com
5. Date Organized: 12/18/2018
6. Where Organized: Florida
7. How many years have you been engaged in contractor work under your present name; also, state names and dates of previous business names, if any. 8 years
8. In the last five years, has "Contractor" ever been terminated from a contract or project? If so, explain situation.: No
9. In the last five years, has Contractor ever been party to litigation related to the Contractor's work? If so, explain situation.: No
10. List the most important contracts entered by the Contractor in the last year; identify contracting party and term of contract.: See attached
11. List your key personnel available for this contract.: See attached

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

02/10/25
Date Signed

NOTARY

State of: Florida

County of: Pasco

Sworn to and subscribed before me this 10th day of February, 2025

Personally Known _____ or Produced Identification Florida Driver License
(Specify Type of Identification)

Signature of Notary Diane A Durand (seal)

My Commission Expires July 8, 2025

DIANE A. DURAND
Notary Public - State of Florida
Commission # HH 150774
My Comm. Expires Jul 8, 2025

17803 Green Willow Dr. Tampa, FL 33647
CGC1527818
www.qualisfl.com

Important Contracts Entered Into in 2024				
Project Name	Project Address	Project Description	Client Name	Project Value
Train Shed Building	323 Central Park Dr. Largo, FL 33771	Construct 3,865 square foot storage building	City of Largo	$1,082,605.75
SW Aquatic Center Bathhouse	13120 Vonn Rd. Largo, FL 33771	Renovate exisitng locker rooms and aquatic center	City of Largo	$510,375.00
Safford Park Pickleball Courts	1820 Safford Ave. Tarpon Springs, FL 34689	Construct 4 new pickleball courts	City of Tarpon Springs	$359,781.00
THEA Office Renovation	1104 E. Twiggs Ave. Tampa, FL 33602	Office Renovation	Tampa - Hillsborough Expressway Authority	$227,827.00
NPR RAC Locker Rooms Renovation	6630 Van Buren St. New Port Richey, FL 34653	Locker Rooms Renovation	City of New Port Richey	$394,781.00

QUALIS

17803 Green Willow Dr. Tampa, FL 33647
CGC1527818
www.qualisfl.com

Key Personnel	
Employee Name	Title
Brycen Herman	President/Project Manager
Jason Navantieri	Superintendent
Tony Adolph	Project Manager
Glenn Ayars	Superintendent
Mike Nucholls	Foreman/Carpenter

QUALIS

17803 Green Willow Dr. Tampa, FL 33647
CGC1527818
www.qualisfl.com

List of Subcontractors Being Used For This Project	
Company Name	Address
Bartlett Painting	3510 Cherry Palm Dr. Tampa, FL 33619
MB Drywall Solutions	5023 N. Howard Ave. Tampa, FL 33603
Acemar Flooring	2310 Tall Pines Dr. Suite 200 Largo, FL 33771

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

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

HERMAN, BRYCEN EVERETT

QUALIS GENERAL CONTRACTORS LLC
1019 59TH AVE NORTH
ST. PETERSBURG FL 33703-1125

LICENSE NUMBER: CGC1527818

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/31/2024

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.

2025 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# L18000288180

Entity Name: QUALIS GENERAL CONTRACTORS LLC

Current Principal Place of Business:

17803 GREEN WILLOW DR.
TAMPA, FL 33647

Current Mailing Address:

17803 GREEN WILLOW DR.
TAMPA, FL 33647 US

FEI Number: 83-3712329

FILED
Jan 24, 2025
Secretary of State
5095469337CC

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

HERMAN, BRYCEN
17803 GREEN WILLOW DR.
TAMPA, FL 33647 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

Authorized Person(s) Detail :

Title	MGR
Name	HERMAN, BRYCEN E
Address	17803 GREEN WILLOW DR.
City-State-Zip:	TAMPA FL 33647

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 a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: BRYCEN HERMAN MANAGER 01/24/2025

Electronic Signature of Signing Authorized Person(s) Detail — Date

Electronic Articles of Organization For Florida Limited Liability Company

L18000288180
FILED 8:00 AM
December 17, 2018
Sec. Of State
slsingleton

Article I

The name of the Limited Liability Company is:

QUALIS GENERAL CONTRACTORS LLC

Article II

The street address of the principal office of the Limited Liability Company is:

1019 59TH AVENUE NORTH
SAINT PETERSBURG, FL. 33703

The mailing address of the Limited Liability Company is:

1019 59TH AVENUE NORTH
SAINT PETERSBURG, FL. 33703

Article III

The name and Florida street address of the registered agent is:

BRYCEN HERMAN
1019 59TH AVENUE NORTH
SAINT PETERSBURG, FL. 33703

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Registered Agent Signature: BRYCEN HERMAN

Article IV

L18000288180
FILED 8:00 AM
December 17, 2018
Sec. Of State
slsingleton

The name and address of person(s) authorized to manage LLC:

Title: MGR
BRYCEN E HERMAN
1019 59TH AVENUE NORTH
SAINT PETERSBURG, FL. 33703

Article V

The effective date for this Limited Liability Company shall be:

12/17/2018

Signature of member or an authorized representative

Electronic Signature: BRYCEN HERMAN

I am the member or authorized representative submitting these Articles of Organization 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 the LLC and every year thereafter to maintain "active" status.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/22/2025

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

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

PRODUCER
Risk Transfer Insurance Agency, LLC
200 S. Orange
Ste. 750
Orlando, FL 32801

CONTACT NAME: Admin - 1 (800) 718-7552 Ext.4550
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS: certs@peopaygo.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A :Service American Indemnity Company	39152
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
OCMI III, Inc dba PEOPayGo
225 E Dania Beach Blvd, Suite 120
Dania Beach, FL 33004
United States

COVERAGES **CERTIFICATE NUMBER:** 2F7DRV7V **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	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A		RT25MWC7470174004	01/01/2025	01/01/2026	X PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
								$ $ $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The Officer(s) for OCMI III, Inc. is/are not included under the Workers' Compensation policy listed above as marked "Y".

Coverage provided for all leased employees but not subcontractors of: Qualis General Contractors, LLC (added 4/14/2022)(termed 9/18/2022)(reinstated 11/01/2022)

CERTIFICATE HOLDER

QUALIS GENERAL CONTRACTORS LLC
1019 59TH AVENUE NORTH
SAINT PETERSBURG, FL 33703

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/21/2024

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

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

PRODUCER	CONTACT NAME: Customer Service Department
Gaslamp Insurance Services	PHONE (A/C, No, Ext): (800) 920-4125 FAX (A/C, No): (800) 920-4107
2244 Faraday Avenue, #125	E-MAIL ADDRESS: GMT@gaslampinsurance.com
Carlsbad CA 92008	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Richmond National Ins Co	17103
INSURER B: Progressive Express Ins Co	10193
INSURER C: Nautilus Insurance Company	17370
INSURER D:	
INSURER E:	
INSURER F:	

INSURED: QUALIS GENERAL CONTRACTORS LLC
8527 Trail Wind Drive
Tampa FL 33647

COVERAGES **CERTIFICATE NUMBER:** GL/XS/BA 24-25 **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	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	RN-7-0505697	06/20/2024	06/20/2025	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							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	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			957367542	04/12/2024	04/12/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
C	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			AN1317331	06/20/2024	06/20/2025	EACH OCCURRENCE	$ 4,000,000
							AGGREGATE	$ 4,000,000
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

Certificate Holder is named as Additional Insured; Primary Non-Contributory Wording & Waiver of Subrogation apply, to the extent provided in the attached form(s).

Additional Insured status is subject to all policy terms, exclusions and conditions

CERTIFICATE HOLDER

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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MEMORANDUM

TO: Honorable Mayor and Board of Commissioners

VIA: Robin Gomez, City Manager

FROM: Jay Hatch, Recreation Director

DATE: February 12, 2025

RE: City Sponsored Fireworks Agreement with Master Pyro LLC

Background

On February 1, 2023, the City of Madeira Beach released a Request for Proposals for Annual Fireworks Displays. The City selected Master Pyro LLC for the 2023 fireworks displays and exercised a one (1) year renewal of the contact from 2024. The contract for the display ended in November 2024 and per the initial RFP is available for one (1) year renewal.

Following the dates from previous years, the fireworks displays would take place on the following dates in 2025: March 15, May 3, July 3, November 8.

Fiscal Impact

The City currently has $30,000 budgeted for Fireworks in the FY25 Budget.

Recommendation

Staff Recommends moving forward with the final one (1) year contract renewal.

Attachments

Proposed FY25 Contract (Subject to date approval)
RFP 23-01 – Contract Exhibit A
Contractor Proposal – Contract Exhibit B

AGREEMENT FOR FIREWORKS DISPLAYS

THIS AGREEMENT made and entered into on the ____ day of _____, _____ (the "Effective Date"), by and between MASTER PYRO DISPLAY, L.L.C., a Florida Limited Liability Company with a Principal Address of 3332 Victoria Park Road, Jacksonville, FL 32216 ("Contractor") and the CITY OF MADEIRA BEACH, a Florida Municipal Corporation ("City").

WHEREAS, on February 1, 2023, the City issued RFP No.: 23-01, requesting proposals from qualified companies to provide fireworks displays on March 17, 2023, May 6, 2023, July 3, 2023, and November 11, 2023; and

WHEREAS, on February 15, 2023, Contractor submitted a proposal outlining its proposed services and related charges; and

WHEREAS, having considered the responsive proposals received and found Contractor to be responsive and responsible, and having found Contractor's proposal to be the most beneficial to the City's needs, the City chose to negotiate final contract terms with Contractor; and

WHEREAS, the City and Contractor have agreed to exercise a one year contract renewal, per the terms of the issued RFP: and

WHEREAS, the City and Contractor having agreed on final contractual terms, have agreed to enter this Agreement.

NOW, THEREFORE in consideration of the promises and covenants contained herein, the Parties agree as follows:

1. **Contract Documents; Order of Precedence.**

This Agreement shall consist of the following documents, and in the event of any conflict as to a term or condition between them, the earlier listed document shall control over the later listed document:

- This Agreement
- RFP No.: 23-01 (attached hereto and incorporated herein as **Exhibit A**)
- Contractor's Proposal including any attachments or exhibits thereto referenced in the Proposal (attached hereto and incorporated herein as **Exhibit B**)

2. **Contractor Duties.**

Contractor shall provide to the City fireworks displays on March 15, 2025, May 3, 2025, July 3, 2025, and November 8, 2025 in the manner set forth in its Proposal, and in full compliance with all applicable safety rule, regulations and industry best practices as are referenced in the City's RFP, Contractor's Proposal, or are otherwise provided for by law.

3. Term.

The term of this Agreement shall be from the Effective Date through November 30, 2025.

4. Payment

Pursuant to Florida Statutes §§ 218.73 and 218.74, Contractor shall be paid the following fees: $5,000.00 for the March 16th display, $5,000.00 for the May 4th display, $20,000.00 for the July 3rd display and $5,000.00 for the November 9th display not more than forty-five (45) days after it has submitted to the City a proper invoice, which invoice shall be submitted only after the Contractor's required services have been completed.

Improper payment requests shall be addressed by the City as provided for in Florida Statutes § 218.76, and any disputes with respect to payment of an invoice shall be determined as provided for in that statute and any associated City procurement codes or procedures addressing resolution of payment disputes.

5. Amendments.

This Agreement may only be altered by written amendment executed by authorized officials of both Parties.

6. Severability.

In the event that any provision or portion hereof of any Contract Document shall be found to be invalid or unenforceable, then such provisions or portion thereof shall be performed in accordance with the applicable laws. The invalidity or unenforceability of any provision or portion of any Contract Document shall not affect the validity or enforceability of any other provision of the Contract Documents.

7. Miscellaneous Terms.

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

B. **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 Owner. Pursuant to Florida Statutes § 448.095(2), beginning January 1st 2021, Contractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. Contractor's contract with the 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, 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.

C. **No Third-Party Beneficiary**. This Agreement is for the benefit of the Parties and their respective successors and permitted assigns, and it is not the intent of the Parties to enter this Agreement for any other person's or entity's benefit.

D. **Jurisdiction, Venue, Applicable Law**. In the event of any litigation between the Parties with respect to the interpretation or enforcement of this Agreement, same shall be conducted, if in state court, in the appropriate circuit or county court in and for Pinellas County, Florida, and if in federal court, in the United States District Court for the Middle District of Florida, Tampa Division. In any such litigation, the substantive and procedural laws of the State of Florida shall be applied.

E. **Public Records**. In accordance with Florida Statutes § 119.0701, the Contractor shall:

1. Keep and maintain public records required by the City to perform the service.

2. Upon request from the City's custodian of public records, provide the requesting City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.

4. Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE CITY MADEIRA BEACH, CITY CLERK'S OFFICE, AT:

TELEPHONE: 727- 391-9951
EMAIL: cvanblargan@madeirabeachfl.gov
ADDRESS: 300 Municipal Drive, Madeira Beach, FL 33708

F. **Assignment and Subcontracting**. The City has selected Contractor for its stated skills, abilities and unique product offerings, as represented to the City by Contractor's solicitation response and via other means. Contractor has represented to the City that it has the in-house capabilities, resources and expertise to perform the services required by this Agreement except as otherwise expressly set forth in this Agreement. Therefore, except in the case of a sale, transfer or assignment of all or substantially all of the assets of Contractor to a successor who has asserted its intent to continue the business of Contractor, Contractor shall not assign or transfer any right or duty under this Agreement to any other party without the prior written consent of the City. In the unlikely event Contractor asserts it is necessary to subcontract for the services of third parties to perform any service or provide any product under this Agreement not already provided for therein, Contractor shall first obtain prior written approval of the City. Approval to utilize any third party shall not relieve Contractor from any direct liability or responsibility to the City pursuant to the provisions of this Agreement, or obligate City to make any payments other than payments due to Contractor as outlined in this Agreement. While requests to subcontract are strongly discouraged and unlikely to be granted, in the event the City grants such permission, Contractor is obligated to ensure any such subcontractor's contract incorporates the terms and conditions of this Agreement and acknowledges the City as an intended third-party beneficiary.

G. **Notices**. Any and all notices sent pursuant to this Agreement shall be given in writing via certified mail or overnight courier and shall be delivered to the following addresses:

As to Contractor:

Brian Acosta, Manager
Master Pyro Display, L.L.C.
3332 Victoria Park Road
Jacksonville, Florida 32216

As to City:

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

IN WITNESS WHEREOF the Parties hereto have executed this Agreement as of the day and year first written above.

CITY OF MADEIRA BEACH

By: _____
Robin Gomez, City Manager

MASTER PYRO DISPLAY. L.L.C.

By:_____
Brian Acosta, Manager

(Acknowledgment of Contractor)

State of Florida

County of Duval

City of Jacksonville

The foregoing Agreement was acknowledged before me this ___ day of _____, 2025, by Brian Acosta, Manager of Master Pyro Display, L.L.C. ("Contractor"), on behalf of the Contractor. He is personally known to me or has produced _____, as identification and appeared before me at the time of notarization.

Brian Acosta warrants that he is authorized by the Contractor to execute the foregoing Agreement.

_____
NOTARY PUBLIC:

(SEAL)

My commission expires:

1. Provide a copy of your firm's Occupational License No. with the Expiration Date (if applicable).

2. Provide a copy of your firm's Federal Employer Tax ID certificate.

3. Provide a copy of all your current insurance coverages for General Liability, Automobile and Worker's Compensation.

4. Provide evidence of a certification through Pinellas County Licensing Board (if applicable).

5. Provide documentation that your firm is registered with the Florida Division of Corporations to do business within the state of Florida.

MASTER PYRO DISPLAY

WE PAINT THE SKY FOR YOU

PROFESSIONAL FIREWORKS DISPLAYS POWERED BY

FINALE FIREWORKS

COBRA
Wireless Firing Systems

Request For Proposal

THE CITY OF MADEIRA BEACH, FL

MASTER PYRO DISPLAY LLC

PROFESSIONAL FIREWORKS DISPLAYS AND PYROMUSICALS

Federally Licensed Certified and Fully Insured

THE CITY OF MADEIRA BEACH, FLORIDA

JULY 3, 2023 at 200 REX PL

DISPLAY SYNOPSIS

COST OF SHOW $20000

OPENING BARRAGE

100—2.5" SHELLS
100-- 1"-1.75" 1.4G pro shells
6-- 15/30mm 100 shots repeaters
300 special effects shots in mixed repeaters

TOTAL of 1100 shots DURATION 1-1.5MIN

MAIN BODY AERIAL DISPLAY

250-- 1"-1.75" 1.4G pro shells
150—2.5" SHELLS
12-- 15/30mm 100 shots repeaters
1500 special effects shots in mixed repeaters

TOTAL of 3100 shots DURATION 15-17 MIN

GRAND FINALE

100—2.5" SHELLS
100-- 1"-1.75" 1.4G pro shells
10-- 15/30mm 100 shots repeaters
500 special effects shots in mixed repeaters
100—1.75"loud salutes shells
50 – 1.5" waterfall special shells for event closing

TOTAL of 1850 shots DURATION 2 MIN

GRAND TOTAL SHOTS COUNT :5700
ESTIMASTED SHOW DURATION:18-20 MIN
ALL ITEMS USED WILL BE CATEGORY 1.4G PROFESSIONAL

A grand total of 6050 shots will be used for an estimated show duration of 18-20 minutes

THE CITY OF MADEIRA BEACH, FLORIDA

JULY 3, 2023 at 591 TOM STUART CAUSEWAY

DISPLAY SYNOPSIS

COST OF SHOW $20000

OPENING BARRAGE

100—2.5”shells
10 – 3” Shells assorted colors chained
10 – 3” Shells salute report
30 – 4” Shells assorted colors
10– 5” Shell fancy effect
2– Multi color and effects professional repeaters 100 shots each

TOTAL of 360 shells DURATION 1-1.5 MIN

MAIN BODY AERIAL DISPLAY

300 – 3” Shells assorted colors and effects
140 --4”Shells assorted colors and effects
110 --5”Shells assorted colors and effects
20 – 13 shots Fan slices
2-- 19 shoots rainbow fanned slices
2 – 300 shots professional repeaters
15 – prolevel comets assorted colors
15 – prolevel mines assorted colors

TOTAL of 1478 shells DURATION 16 MIN

GRAND FINALE

240 – 2.5” Finale color and report
120 – 3” Finale color and report
2 – 4” Shells assorted
2 –5“ Super Brocade shells
2 – 49 salute repeaters
3 – 100 shots finale repeaters with report
20 – 4” waterfall special shells for event closing

TOTAL of 782 shells DURATION 1-1.5 MIN

A GRAND TOTAL OF 2584 SHELLS WILL BE USED FOR AND ESTIMATED SHOW DURATION OF 18-20 MIN

THE CITY OF MADEIRA BEACH, FLORIDA

March 17th, May 6th, November 11th, 2023 at 200 REX PL

DISPLAY SYNOPSIS

COST OF SHOW $5000

OPENING BARRAGE

30—2.5" SHELLS
40-- 1"-1.75" 1.4G pro shells
2-- 15/30mm 100 shots repeaters
100 special effects shots in mixed repeaters

TOTAL of 370 shots DURATION 1 MIN

MAIN BODY AERIAL DISPLAY

60-- 1"-1.75" 1.4G pro shells
40—2.5" SHELLS
4-- 15/30mm 100 shots repeaters
400 special effects shots in mixed repeaters

TOTAL of 800 shots DURATION 6-8 MIN

GRAND FINALE

30—2.5" SHELLS
40-- 1"-1.75" 1.4G pro shells
3-- 15/30mm 100 shots repeaters
100 special effects shots in mixed repeaters
30—1.75"loud salutes shells
10– 1.5" waterfall special shells for event closing

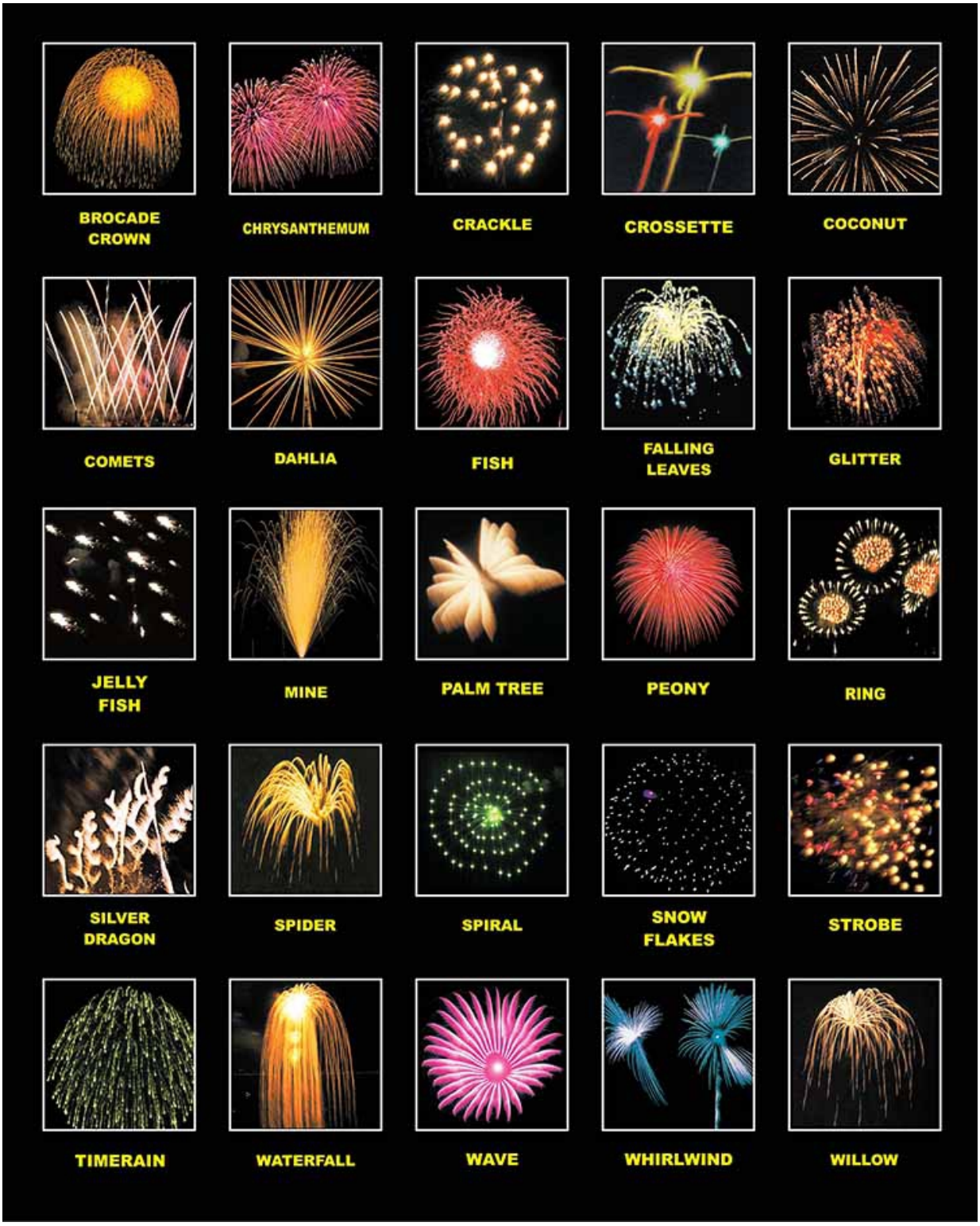
TOTAL of 510 shots DURATION 1 MIN

GRAND TOTAL SHOTS COUNT :1680
ESTIMASTED SHOW DURATION:6-8 MIN

ALL ITEMS USED WILL BE CATEGORY 1.4G PROFESSIONAL FOR ITEMS UNDER 2" SIZES

TOTAL FOR ALL SHOWS IS $35000 (Price is guaranteed for 3 years)

Only high quality imported product will be used during this display. This is an example of the patterns we will be using at your show.



Display will be designed in a layered effect format, the medium and high level effect will cover more of the sky from the audience perspective.

SHOW IS DESIGNED WITH STATE OF THE ART FINALE 3D SOFTWARE AND WILL BE REMOTLY FIRED WITH OUR PROFESSIONAL WIRELESS COBRA FIRING SYSTEM

Pyromusical scripting will be offered at no cost to the costumer only if the desired music file is provided by the City of MADEIRA BEACH to Master Pyro Display LLC at least 30 days before the show date, or if Master Pyro Display LLC is allowed to choose and use music tracks at its will.

Please be advise that converting the show to pyromusical may modify the display lenght in about +/ 1 mins, but shells count remain the same. MASTER PYRO DISPLAY LLC might provide sound system depending on availability, As of today PA system can be provided March 17th, May 6th and November 11th

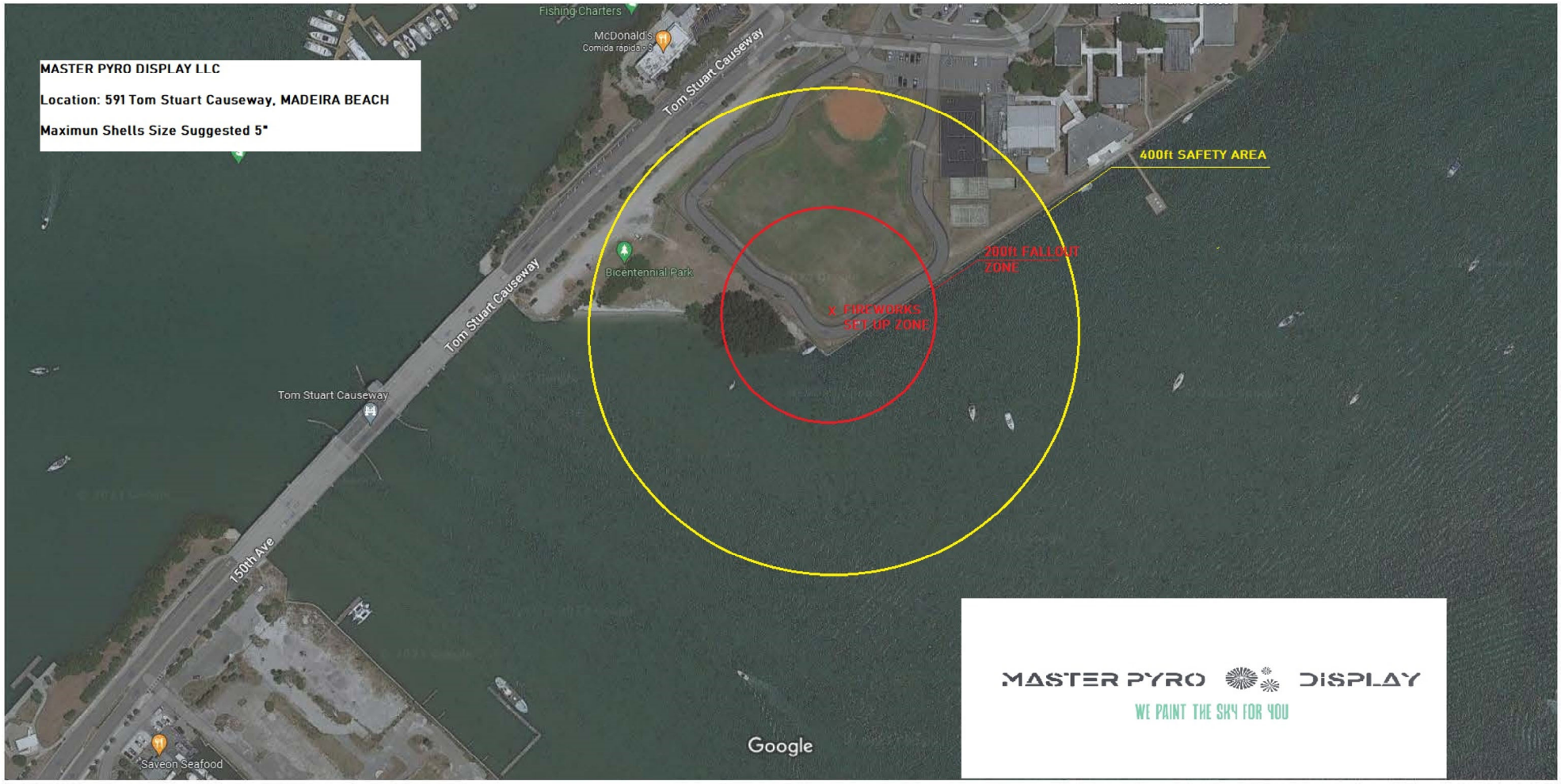
MASTER PYRO DISPLAY LLC WILL PROVIDE

All shipping costs for fireworks, equipment, and tools. Including removal of any unused pyrotechnics.
Premiere show design with FINALE 3D
All product (fireworks/ pyrotechnic products)
All materials/ equipment
All required rental equipment and consumable materials
All safety/ PPE as required under NFPA 1123
N.F.P.A. approved mortars/ racks
Cobra digital wireless firing equipment
All required insurance
Off site storage and daily delivery and removal of ALL explosive materials.
No explosive materials will be stored on city property.
After show clean up

Google Maps 200 Rex Pl

Imágenes © 2023 Maxar Technologies, U.S. Geological Survey, Datos del mapa © 2023 100 pies

Google Maps 591 Tom Stuart Causeway



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U.S. Department of Justice
Bureau of Alcohol, Tobacco, Firearms and Explosives
Federal Explosives Licensing Center
244 Needy Road
Martinsburg, West Virginia 25405

901090: MH/FLS
5400
File Number: 1FL01283

03/31/2022

SUBJECT: **RESPONSIBLE PERSON LETTER OF CLEARANCE for:**

BRIIAN ACOSTA

MGR
(904)566-8762

3332 VICTORIA PARK RD
JACKSONVILLE, FL 32216

and is ONLY valid under the following Federal explosives license/permit:

1-FL-031-54-5D-01283 MASTER PYRO DISPLAY LLC
5310 PHILIPS HWY
JACKSONVILLE, FL 32207

Dear BRIIAN ACOSTA:

You have been approved as a responsible person under the above-listed Federal explosive license or permit. You may lawfully direct the management or policies of the business or operations as they pertain to explosives. You may also lawfully transport, ship, receive or possess explosive materials incident to your duties as a responsible person. **This clearance is only valid under the license or permit referenced above.**

Sincerely,

Marna Howard

Marna Howard
Chief, Federal Explosives Licensing Center (FELC)

FELC Customer Service. If you believe that information on your "Letter of Clearance" is incorrect, please return a COPY of the letter to the Chief, Federal Explosives Licensing Center (FELC), with a statement showing the nature of the error. The Chief, FELC, shall correct the error, and return an amended letter to you.

Mail: ATF
Chief, FELC
Attn.: LOC Correction
244 Needy Road
Martinsburg, West Virginia 25405

Fax: 1-304-616-4401
Chief, FELC
Attn.: LOC Correction

Call toll-free: 1-877-283-3352

1FL01283-R-03/31/2022--ACOSTA-BRIIAN--MGR

WWW.ATF.GOV

BRIIAN ACOSTA

Responsible Person Letter of Clearance for:

Request for Proposal #23-01

Annual Fireworks Displays

Proposals due by February 17th, 2023
At 10:00am: City Hall
300 Municipal Drive
Madeira Beach, FL 33708

CONTACT:
Jay Hatch, Recreation Director
Phone: (727)392-0665
Email: jhatch@madeirabeachfl.gov

REQUEST FOR PROPOSAL

Notice is hereby given that the City of Madeira Beach will be accepting proposals for Annual Fireworks Displays for the following dates:

March 17th, 2023
May 6th, 2023
July 3rd, 2023
November 11th, 2023

Proposals clearly labeled Request for Proposal for Annual Fireworks Displays will be received until 10:00 AM on February 17th.

The City of Madeira Beach reserves the right to reject or accept any proposal or to waive any irregularities in any proposal deemed to be in the best interest of the City of Madeira Beach.

INTRODUCTION

The City of Madeira Beach is requesting proposals from qualified and professional fireworks production companies for the purposes of providing fireworks displays on numerous dates throughout the year.

Selected contract shall be effective immediately upon approval for the 2023 display dates with the option for two (2), one (1) year renewals.

Vendors are required to submit written proposals that present the vendor's qualifications and understanding of the work to be performed. The vendor's proposal should be prepared simply and economically and should provide all the information it considers pertinent to its qualifications for the specifications listed herein.

The proposal must be submitted via mail or email no later than 10:00am on February 17th, 2023, contact below:

City of Madeira Beach
Attn: Jay Hatch
Re: Request for Proposal for Annual Fireworks Displays
300 Municipal Drive
Madeira Beach, FL 33708

or jhatch@madeirabeachfl.gov

NOTIFICATION: The City utilizes the following methods for notification and distribution of solicitation opportunities:

- City of Madeira Beach website www.madeirabeachfl.gov
- Demand Star

PART A

ADDENDA: Any interpretations, corrections, or changes to this REQUEST FOR PROPOSAL will be made by addenda. Sole issuing authority shall be vested in the Recreation Department. Addenda will be posted and available through the City notification methods shown above.

SUBMISSION: Proposals must be received on or before the Due Date and Time (local time) at the City Hall Lobby reception desk located at 300 Municipal Dr., Madeira Beach, Florida, 33708 or via email to jhatch@madeirabeachfl.gov. Proposals must be clearly marked "RFP #23-01 - Re: Request for Proposal for Annual Fireworks Displays".

LATE PROPOSALS: Proposals received at the City of Madeira Beach City Hall after the Due Date and Time shall be considered non-responsive. It is the sole responsibility of Proposer to ensure its Proposal is received by the City by the Due Date and Time. The City is not responsible for the lateness due to weather conditions, delivery service, or any other reasons.

PROPOSAL OPENINGS: All Proposals submitted before the Due Date and Time shall be publicly opened by the Recreation Director at the City Hall Building, located at 300 Municipal Dr. Madeira beach, FL.

SCHEDULE: A summary schedule of the major activities associated with this solicitation is presented below. The City, at its sole discretion, may modify this schedule as the City deems appropriate.

ACTIVITY	DATE
Advertisement for Proposal & RFP Issued	February 1, 2023
RFP Submittal Date	February 17, 2023 by 10:00am
Commission Approval	TBD*
Notify Bidder	TBD*

*Tentative and subject to change

MEETING LOCATIONS:

- **City Hall -** located at 300 Municipal Dr. Madeira Beach, FL 33708
- **POINT OF CONTACT:** For information concerning procedures for responding to this Request for Proposal, contact the Recreation Director via email at jhatch@madeirabeachfl.gov . Such contact shall be for clarification purposes only.

QUESTIONS: Each Proposer must examine this proposal, which incorporates all its addenda, instructions, special conditions, and attachments to determine if the requirements are clearly stated. All questions concerning this proposal, such as discrepancies, omissions and exceptions to any term or condition of the REQUEST FOR PROPOSAL documents, including the Sample Agreement, should be submitted in writing. Questions of a material nature must be received prior to the Deadline for Delivery of Questions specified in the schedule.

PART B:

SCOPE OF SERVICES:

The City of Madeira Beach is requesting proposals from qualified and professional fireworks production companies for the purposes of providing a Fireworks display for the following dates:

March 17th, 2023
May 6th, 2023
July 3rd, 2023
November 11th, 2023

The display shall be fired electronically and the supply, delivery, set-up, firing, breakdown and disposal shall not exceed the budget of $40,000.

Selected proposal shall be effective immediately upon approval and signature of contract for the 2023 display date with the option for two (2), one (1) year renewals.

Proposers are requested to provide proposals offering the City maximum variety in color, shell size, length and over all effect to **maximize value within the budget**. Length and variety of fireworks display will be considered on the Proposed Cost Schedule.

Indemnification: Due to the inherent dangers in major fireworks displays, the winning Proposer must, and by accepting the work agrees to, indemnify and 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 Proposer and persons employed or utilized by the Proposer in the performance of the contract.

Such Proposer indemnification shall not be limited to the amount of comprehensive general liability insurance which it otherwise carries for the event. Nothing contained herein is intended nor shall it be construed to waive the City's rights and immunities under the common law or Florida Statutes § 768.28, as amended. This obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party described in this section.

Proposer shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever, excluding only those in which the damages arose out of the sole negligence of the City or a third party, in connection with the foregoing indemnifications, including, but not limited to, reasonable attorney's fees and costs to defend all claims or suits in the name of the City when applicable.

A. GENERAL INFORMATION

Date/Time	Budget	Length	Fallout Radius	Location
3/17/23 – 9:45PM	$5,000 - $6,000	8-10 min	200ft	200 Rex Place
5/6/23 – 9:00PM	$6,000 - $8,000	8-10 min	200ft	200 Rex Place
7/3/23 – 9:00PM	$20,000 - $25,000	18-20 min	200ft or 420ft	200 Rex Pl or 591 Tom Stuart Causeway
11/11 – 7:30PM	$6,000 - $8,000	8-10 min	200ft	200 Rex Place

Note: 7/3/23 display may be proposed from EITHER location, 200 Rex Provides a 200ft fallout and the 591 Tom Stuart Causeway provides for a 420ft fallout.

B. SHELLS

a. Proposer must offer a variety of shell types. Shells must have different functions, patterns of break, colors, and sizes. Proposer must provide a list of types of shells offered with the proposal.
b. Proposer shall deliver all required equipment, mortar tubes, racks, shells ,etc. to the launch size. The display must be electronically fired.
c. The City of Madeira Beach Fire Chief and/or Fire Marshal reserves the right to inspect and count the shells and compare the actual inventory at the site to the material list submitted as part of the final accepted bid proposal.
d. Proposer shall be responsible for sufficient electrical cables to ensure fireworks will be set up in the safest manner possible. A shooter's box shall be utilized and proposer shall provide licensed pyrotechnician and assistants with the required protective gear as per NFPA 1123.

C. INCLEMENT WEATHER

a. Display will be fired in all weather conditions. The exception may be torrential rain, severe lightning, and sustained winds of 15MPH or greater. If a barge is being utilized and significant weather or rough water hazards exist, the City and Proposer may mutually agree to delay or cancel the display.
b. If the display is cancelled due to inclement weather, the City will either:
    i. Reschedule the display for the following evening.
    ii. Not reschedule the display.

D. CANCELLATION/POSTPONEMENT POLICY

a. Proposer shall identify all payment requirements the proposer expects the City to pay in the event the Proposer has delivered and set up the display and: (1) The display is cancelled and is not rescheduled (fireworks are not utilized); or (2) the display is postponed until the following evening.

E. CLEAN UP

a. The proposer shall be responsible for all set up, tear down, and clean up. The firing location and the staging areas must be restored to their original condition following the display. The proposer must sweep the launch site and locate, identify, and remove any unexploded shells.

F. SAFETY STANDARDS

a. All fireworks shall be performed according to the National Fire Protection Association Code for the Outdoor Display of Fireworks, NFPA Standard 1123.
    i. Proposer must perform all work in strict accordance with all applicable Federal, State, and Local laws and regulations.
    ii. With prior arrangements, the City will provide overnight security, if needed, for fireworks the night before the display and the additional night if the display is postponed for the following evening.

G. LICENSES AND INSURANCE

a. Valid Federal Explosives License issued by the BATFE – Mandatory
b. Proposer is responsible for all permits and licenses as required by Federal, State, and Local Authorities
c. Proposer must provide copies of all permits and licenses to the City of Madeira Beach Fire Chief, Fire Marshal, or designee at least two weeks prior to ANY display.
d. Liability Insurance in the amount of $1,000,000 for single occurrence, $2,000,000 aggregate. City of Madeira Beach and the Pinellas County School Board shall be listed as additional insured under the certificate of insurance.

H. AGENCY NOTIFICATIONS

a. Proposer will notify all agencies of fireworks display as necessary, i.e. Coast Guard, FAA, etc.
b. The City of Madeira Beach will coordinate with Pinellas County Sheriff's Office and the Madeira Beach Fire Department to ensure proper safety clearance of fall out zone.

PART C:

PROPOSAL RESPONSE REQUIREMENTS

1. Prepare a brief introduction including a general demonstration of understanding of the scop and complexity of the required work as well as:

Company Name: MASTER PYRO DISPLAY LLC
Address: 5310 PHILIPS HWY JACKSONVILLE FL 32207
Phone #: 844-927-2412
Email Address: MASTERPYROLLC@GMAIL.COM
Name of Authorized Representative: BRIIAN ACOSTA

2. Please attach a proposed quote for each of the following dates:
March 17th, 2023, May 6th, 2023, July 3rd, 2023, **November 11th, 2023**
Quote should be provided in the format typically utilized by the proposing company.

3. Total Cost: $35000.00

4. Include a link to any videos or demonstrations of previous work https://www.youtube.com/watch?v=JoEMbwPce94&t=542s

5. References
   (A) Name of Entity: CITY OF PORT ST JOHN & Port St. John Community Foundation
   Nature of Services Provided: Independence Day's Fireworks Display
   Thunder Over the Indian River

6. Contact Name: RANDY RODRIGUEZ
   Contact Phone Number: 321-863-7499

   (B) Name of Entity: CITY OF CRYSTAL RIVER
   Nature of Services Provided: Independence Day's Fireworks Display

   Contact Name: LESLIE BOLLIN
   Contact Phone Number: 321-212-0437

   (C) Name of Entity: CITY OF BUSHNELL
   Nature of Services Provided: Fall Festival Fireworks Display

   Contact Name: REBECCA MORRISON
   Contact Phone Number: 352-874-5175

Requests for Additional Information

Questions or requests for additional information should be directed to Recreation Director Jay Hatch at jhatch@madeirabeachfl.gov.

Signature of Proposer's Agent	Title
	MANAGER
Printed Name	Date
BRIIAN ACOSTA	2-10-2023

Request for Proposal #23-01

Annual Fireworks Displays

Proposals due by February 17th, 2023
At 10:00am: City Hall
300 Municipal Drive
Madeira Beach, FL 33708

CONTACT:
Jay Hatch, Recreation Director
Phone: (727)392-0665
Email: jhatch@madeirabeachfl.gov

REQUEST FOR PROPOSAL

Notice is hereby given that the City of Madeira Beach will be accepting proposals for Annual Fireworks Displays for the following dates:

March 17th, 2023
May 6th, 2023
July 3rd, 2023
November 11th, 2023

Proposals clearly labeled Request for Proposal for Annual Fireworks Displays will be received until 10:00 AM on February 17th.

The City of Madeira Beach reserves the right to reject or accept any proposal or to waive any irregularities in any proposal deemed to be in the best interest of the City of Madeira Beach.

INTRODUCTION

The City of Madeira Beach is requesting proposals from qualified and professional fireworks production companies for the purposes of providing fireworks displays on numerous dates throughout the year.

Selected contract shall be effective immediately upon approval for the 2023 display dates with the option for two (2), one (1) year renewals.

Vendors are required to submit written proposals that present the vendor's qualifications and understanding of the work to be performed. The vendor's proposal should be prepared simply and economically and should provide all the information it considers pertinent to its qualifications for the specifications listed herein.

The proposal must be submitted via mail or email no later than 10:00am on February 17th, 2023, contact below:

City of Madeira Beach
Attn: Jay Hatch
Re: Request for Proposal for Annual Fireworks Displays
300 Municipal Drive
Madeira Beach, FL 33708

or jhatch@madeirabeachfl.gov

NOTIFICATION: The City utilizes the following methods for notification and distribution of solicitation opportunities:

- City of Madeira Beach website www.madeirabeachfl.gov
- Demand Star

PART A

ADDENDA: Any interpretations, corrections, or changes to this REQUEST FOR PROPOSAL will be made by addenda. Sole issuing authority shall be vested in the Recreation Department. Addenda will be posted and available through the City notification methods shown above.

SUBMISSION: Proposals must be received on or before the Due Date and Time (local time) at the City Hall Lobby reception desk located at 300 Municipal Dr., Madeira Beach, Florida, 33708 or via email to jhatch@madeirabeachfl.gov. Proposals must be clearly marked "RFP #23-01 - Re: Request for Proposal for Annual Fireworks Displays".

LATE PROPOSALS: Proposals received at the City of Madeira Beach City Hall after the Due Date and Time shall be considered non-responsive. It is the sole responsibility of Proposer to ensure its Proposal is received by the City by the Due Date and Time. The City is not responsible for the lateness due to weather conditions, delivery service, or any other reasons.

PROPOSAL OPENINGS: All Proposals submitted before the Due Date and Time shall be publicly opened by the Recreation Director at the City Hall Building, located at 300 Municipal Dr. Madeira beach, FL.

SCHEDULE: A summary schedule of the major activities associated with this solicitation is presented below. The City, at its sole discretion, may modify this schedule as the City deems appropriate.

ACTIVITY	DATE
Advertisement for Proposal & RFP Issued	February 1, 2023
RFP Submittal Date	February 17, 2023 by 10:00am
Commission Approval	TBD*
Notify Bidder	TBD*

*Tentative and subject to change

MEETING LOCATIONS:

- **City Hall -** located at 300 Municipal Dr. Madeira Beach, FL 33708
- **POINT OF CONTACT:** For information concerning procedures for responding to this Request for Proposal, contact the Recreation Director via email at jhatch@madeirabeachfl.gov . Such contact shall be for clarification purposes only.

QUESTIONS: Each Proposer must examine this proposal, which incorporates all its addenda, instructions, special conditions, and attachments to determine if the requirements are clearly stated. All questions concerning this proposal, such as discrepancies, omissions and exceptions to any term or condition of the REQUEST FOR PROPOSAL documents, including the Sample Agreement, should be submitted in writing. Questions of a material nature must be received prior to the Deadline for Delivery of Questions specified in the schedule.

PART B:

SCOPE OF SERVICES:

The City of Madeira Beach is requesting proposals from qualified and professional fireworks production companies for the purposes of providing a Fireworks display for the following dates:

March 17th, 2023
May 6th, 2023
July 3rd, 2023
November 11th, 2023

The display shall be fired electronically and the supply, delivery, set-up, firing, breakdown and disposal shall not exceed the budget of $40,000.

Selected proposal shall be effective immediately upon approval and signature of contract for the 2023 display date with the option for two (2), one (1) year renewals.

Proposers are requested to provide proposals offering the City maximum variety in color, shell size, length and over all effect to **maximize value within the budget**. Length and variety of fireworks display will be considered on the Proposed Cost Schedule.

Indemnification: Due to the inherent dangers in major fireworks displays, the winning Proposer must, and by accepting the work agrees to, indemnify and 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 Proposer and persons employed or utilized by the Proposer in the performance of the contract.

Such Proposer indemnification shall not be limited to the amount of comprehensive general liability insurance which it otherwise carries for the event. Nothing contained herein is intended nor shall it be construed to waive the City's rights and immunities under the common law or Florida Statutes § 768.28, as amended. This obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party described in this section.

Proposer shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever, excluding only those in which the damages arose out of the sole negligence of the City or a third party, in connection with the foregoing indemnifications, including, but not limited to, reasonable attorney's fees and costs to defend all claims or suits in the name of the City when applicable.

A. GENERAL INFORMATION

Date/Time	Budget	Length	Fallout Radius	Location
3/17/23 – 9:45PM	$5,000 - $6,000	8-10 min	200ft	200 Rex Place
5/6/23 – 9:00PM	$6,000 - $8,000	8-10 min	200ft	200 Rex Place
7/3/23 – 9:00PM	$20,000 - $25,000	18-20 min	200ft or 420ft	200 Rex Pl or 591 Tom Stuart Causeway
11/11 – 7:30PM	$6,000 - $8,000	8-10 min	200ft	200 Rex Place

Note: 7/3/23 display may be proposed from EITHER location, 200 Rex Provides a 200ft fallout and the 591 Tom Stuart Causeway provides for a 420ft fallout.

B. SHELLS

a. Proposer must offer a variety of shell types. Shells must have different functions, patterns of break, colors, and sizes. Proposer must provide a list of types of shells offered with the proposal.
b. Proposer shall deliver all required equipment, mortar tubes, racks, shells ,etc. to the launch size. The display must be electronically fired.
c. The City of Madeira Beach Fire Chief and/or Fire Marshal reserves the right to inspect and count the shells and compare the actual inventory at the site to the material list submitted as part of the final accepted bid proposal.
d. Proposer shall be responsible for sufficient electrical cables to ensure fireworks will be set up in the safest manner possible. A shooter's box shall be utilized and proposer shall provide licensed pyrotechnician and assistants with the required protective gear as per NFPA 1123.

C. INCLEMENT WEATHER

a. Display will be fired in all weather conditions. The exception may be torrential rain, severe lightning, and sustained winds of 15MPH or greater. If a barge is being utilized and significant weather or rough water hazards exist, the City and Proposer may mutually agree to delay or cancel the display.
b. If the display is cancelled due to inclement weather, the City will either:
    i. Reschedule the display for the following evening.
    ii. Not reschedule the display.

D. CANCELLATION/POSTPONEMENT POLICY

a. Proposer shall identify all payment requirements the proposer expects the City to pay in the event the Proposer has delivered and set up the display and: (1) The display is cancelled and is not rescheduled (fireworks are not utilized); or (2) the display is postponed until the following evening.

E. CLEAN UP

a. The proposer shall be responsible for all set up, tear down, and clean up. The firing location and the staging areas must be restored to their original condition following the display. The proposer must sweep the launch site and locate, identify, and remove any unexploded shells.

F. SAFETY STANDARDS

a. All fireworks shall be performed according to the National Fire Protection Association Code for the Outdoor Display of Fireworks, NFPA Standard 1123.
    i. Proposer must perform all work in strict accordance with all applicable Federal, State, and Local laws and regulations.
    ii. With prior arrangements, the City will provide overnight security, if needed, for fireworks the night before the display and the additional night if the display is postponed for the following evening.

G. LICENSES AND INSURANCE

a. Valid Federal Explosives License issued by the BATFE – Mandatory
b. Proposer is responsible for all permits and licenses as required by Federal, State, and Local Authorities
c. Proposer must provide copies of all permits and licenses to the City of Madeira Beach Fire Chief, Fire Marshal, or designee at least two weeks prior to ANY display.
d. Liability Insurance in the amount of $1,000,000 for single occurrence, $2,000,000 aggregate. City of Madeira Beach and the Pinellas County School Board shall be listed as additional insured under the certificate of insurance.

H. AGENCY NOTIFICATIONS

a. Proposer will notify all agencies of fireworks display as necessary, i.e. Coast Guard, FAA, etc.
b. The City of Madeira Beach will coordinate with Pinellas County Sheriff's Office and the Madeira Beach Fire Department to ensure proper safety clearance of fall out zone.

PART C:

PROPOSAL RESPONSE REQUIREMENTS

1. Prepare a brief introduction including a general demonstration of understanding of the scop and complexity of the required work as well as:

Company Name: _____
Address: _____
_____
Phone #: _____
Email Address: _____
Name of Authorized Representative: _____

2. Please attach a proposed quote for each of the following dates:
March 17th, 2023, May 6th, 2023, July 3rd, 2023, **November 11th, 2023**
Quote should be provided in the format typically utilized by the proposing company.

3. Total Cost: _____

4. Include a link to any videos or demonstrations of previous work _____

5. References
   (A) Name of Entity:_____
   Nature of Services Provided: _____
   _____

6. Contact Name: _____
   Contact Phone Number: _____

   (B) Name of Entity: _____
   Nature of Services Provided: _____
   _____
   Contact Name: _____
   Contact Phone Number: _____

   (C) Name of Entity: _____
   Nature of Services Provided: _____
   _____
   Contact Name: _____
   Contact Phone Number: _____

Requests for Additional Information

Questions or requests for additional information should be directed to Recreation Director Jay Hatch at jhatch@madeirabeachfl.gov.

Signature of Proposer's Agent Title

Printed Name Date

MEMORANDUM

TO: Honorable Mayor and Board of Commissioners

VIA: Robin Gomez, City Manager

FROM: Jay Hatch, Recreation Director

DATE: February 12, 2025

RE: Facility Use Agreement – Burton Meiring, LLC

Background

The City of Madeira Beach currently advertises many of its facilities to be rented for special events, weddings, and other uses. City Staff has worked with various individuals and organizations to rent the facilities since the Recreation Center opened in 2014. During that time, Amber Jack from Burton Meiring, LLC dba as Simple Weddings has utilized the facility on numerous occasions. Over time, Amber has expressed interest in utilizing the facility on a more regular basis. Staff have met with Simple Weddings and put together the attached Facility Use Agreement in an effort to allow for more efficient rental of the facilities. Additionally, the Facility Use Agreement should increase the number of rentals of the facilities throughout the year.

Fiscal Impact

Burton Meiring, LLC dba as Simple Weddings would be receive a 25% discount of the rental rates as listed in the Fees and Collection Manual. Staff anticipate an increase in facility rentals due to the agreement and business generation created by the use of Simple Weddings.

Recommendation

Staff Recommends moving forward with the Facility Use Agreement as written.

Attachments

Proposed Facility Use Agreement

FACILITY USE AGREEMENT

This Agreement, dated this _____ day of _____, 2025, is between the **CITY OF MADEIRA BEACH**, a Florida municipal corporation, located at 300 Municipal Drive, Madeira Beach, Florida 33708, hereinafter referred to as "City" and **BURTON MEIRING, LLC**, a Foreign Limited Liability Company located at 145 108th Ave, Suite 1, Treasure Island, FL 33706, hereinafter referred to as "Simple Weddings."

1. **PERMITTED USES AND LIMITATIONS**
   City agrees to permit, nonexclusively, the described use of the Recreation Center located at 200 Rex Place, Madeira Beach FL 33708, City Centre located at 300 Municipal Drive, Madeira Beach, Florida 33708, and real property known as the Recreation Complex located at 200 Rex Place, Madeira Beach FL 33708, hereinafter referred to as "Facilities" under the following terms and conditions:

   A) Simple Weddings reserves the right to rent listed facilities based on availability as communicated by and between the City and Simple Weddings.
   B) Simple Weddings is solely responsible for assuring that the Facility is not used for any unlawful purpose or unsafe activity during its use by Simple Weddings and shall comply with all City policies, rules and regulations and any applicable federal, state, or municipal law, including any applicable fire or building codes. Simple Weddings shall adhere to all minimum lighting requirements set by the Fire Marshall at all times during activities or events.
   C) City, for its own protection, reserves the right to enforce all applicable laws, policies, rules, and regulations. City retains the right to enter any and all premises at any time, and on any occasion without restriction whatsoever. City retains the right to direct the interruption of any event/activity in the interest of public safety and to terminate such event/activity when, in the sole judgment of the City administration or their employees or designees, such act is in the interest of public safety. Simple Weddings hereby waives any claims for damages or compensation should the event be so interrupted or terminated.
   D) Simple Weddings may use the Facilities for weddings, parties, meetings, and other rental related events.

2. **SCHEDULE OF USE PERIODS**
   The parties acknowledge that there are other users of the Facility whose time and needs City must attempt to coordinate and prioritize. City does not guarantee availability of the Facility. The City shall have the right, and will endeavor to provide reasonable written notice to Simple Weddings, to pre-empt use of the Facility for any reason determined by City of major importance to the City. City shall not, in any event, be liable for any loss or damage caused by the unavailability of the Facility due to City events and unforeseen or other reasonably uncontrollable events which cause failure of the facilities to operate or function during the period of this Agreement.

3. **TERM**
   A) The initial term of this Agreement shall be two (2) years, commencing on April 1, 2025 and terminating on April 1, 2027.
   B) The City and Simple Weddings shall review the agreement annually to allow for renewal of 2 year agreement window for future rental of the facilities.

4. **ADVERTISING AND PUBLICITY**
   When utilizing the City facilities or premises, Simple Weddings shall ensure that, except to identify the location of the event, the City's seal or name is NOT used in any advertising and/or publicity.

5. **INDEMNIFICATION AND WAIVER**
   Simple Weddings assumes all responsibility, risk and liability for all activities of Simple Weddings, its employees, agents, invitees, contractors, subcontractors, or licensees, directly or indirectly conducted in connection with this Agreement, including environmental and hazardous substance risks and liabilities, whether occurring during or after the term of this Agreement. Simple Weddings agrees to the fullest extent permitted by applicable law to indemnify and save harmless the City, its Mayor, Commissioners, Charter Officials, officers, agents and employees, from and against all claims, demands, judgments, costs and expenses (including reasonable attorney's fees) which may arise by reason of injury, emotional distress, or death to any person, or damage to any property, which may have arisen or be alleged to have arisen in connection with negligence of the Simple Weddings; or which may arise or be alleged to have arisen as a result of a dangerous condition of or on the premises, unless the condition had not become more dangerous as a result of the Simple Weddings activities. Simple Weddings shall accept any such cause or action or proceeding within 15 days of tender by the City. This indemnification shall survive the termination of this Agreement.

   Simple Weddings expressly waives any and all claims of whatever nature, for any and all loss or damage sustained from any cause whatever, prior, during, or subsequent to the rental period, by reason of any defect, deficiency, failure, or impairment of the premises, including, but not limited to the water supply system, heating system, wires leading to or inside the premises, gas, electric, or telephone systems, automatic sprinkler systems or from any other source whatsoever. City is not liable or responsible for any financial loss incurred by the Simple Weddings due to unforeseen, extenuating or reasonably uncontrollable events, which cause failure of any or all of the facilities to operate or function during the period of this Agreement.

6. **INSURANCE**
   Without limiting its indemnification, and at least two weeks prior to the intended use, Simple Weddings will furnish City with a Certificate of Insurance evidencing insurance coverage as indicated below:

A) Simple Weddings' policy of commercial general liability insurance with a minimum limit of $1,000,000 per occurrence. The commercial general liability insurance must include coverage for liability assumed under an insured contract (including defense costs assumed under contract) and shall name City as an additional insured. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to City.

B) Workers Compensation insurance meeting the required statutory limits.

C) Property Insurance: City assumes no responsibility for the loss or damage of Simple Weddings' property placed on or in the Facility, and Simple Weddings hereby expressly releases and discharges City from any and all liability for loss to such property. City recommends that Simple Weddings maintain property insurance sufficient to cover any items brought to the Facility. City shall have the sole right to collect and have custody of all articles left in the Facility fifteen (15) days after the intended use of the Facility.

Simple Weddings shall purchase at its own expense, and maintain in force at all times during the term of this Agreement, the insurance required in this section. Failure to furnish satisfactory evidence of insurance, lapse of a policy, or inadequate limits, is grounds for termination of this Agreement. All insurance limits are minimums. If the Simple Weddings' policies contain higher limits, then City shall be entitled to coverage to the extent of such higher limits.

7. **EQUIPMENT**

Generally, Simple Weddings must provide all equipment needed by Simple Weddings. Storage space will not be provided. Simple Weddings shall also have the right to use City equipment with the understanding that it will also maintain the City's equipment. Simple Weddings shall keep any equipment owned and used by Simple Weddings at the Facility in good working condition at all times. Simple Weddings shall provide the labor and the City shall provide the parts. Simple Weddings shall be responsible for repairing or replacing any equipment or other property owned by City and used by Simple Weddings that is lost, damaged or otherwise rendered unfit for use for reasons other than reasonable wear and tear. Any and all damages that result from Simple Weddings failure to maintain its equipment, or the City's equipment, in proper working order are the responsibility of the Simple Weddings and will be expeditiously mitigated or repaired at the Simple Weddings' expense. City reserves the right to make or contract repair of such damages, as it deems appropriate, and to bill the Simple Weddings for the

actual costs of parts, materials and labor, and any potential loss of use of the Facility.

8. **CLEANING, VANDALISM and OTHER DAMAGES**
During the periods of Facility use by Simple Weddings, Simple Weddings shall be responsible for the control of its members, agents, employees, participants, spectators, and others admitted to the premises by Simple Weddings. Simple Weddings shall be responsible for repair of all vandalism and/or damages and for the expense of cleanup at the conclusion of each use. Simple Weddings shall not drive, nor permit to be driven, any nails, hooks, tacks, or screws in any part of the building, nor shall Simple Weddings make, or allow to be made, any building alteration of any kind. Simple Weddings must perform general cleanup at the conclusion of the each use. General cleanup includes the cleaning necessary to return the Facility to a clean, safe, orderly, and sanitary condition of which it was found upon arrival to the facility. City janitorial staff will be scheduled to fully clean the room following each use and will bill according to the City contract.

9. **ADDITIONAL SERVICES**
Simple Weddings shall reimburse City for any and all services not included in this Agreement but requested by Simple Weddings or required to fulfill Simple Weddings' responsibilities under the terms of this Agreement including, but not limited to, cleanup not accomplished by Simple Weddings. Charges for any such items will be billed to the address of the Simple Weddings as shown below and are due in full upon receipt of the billing.

10. **FEES**
Simple Weddings agrees to pay to City, seventy five percent (75%) the fees as itemized in the City of Madeira Beach Fees & Collections Manual, specific to the rental rate and clean up fees related to facility rentals. Said sums shall be paid at least 7 days prior to the date of the reservation of reserved facilities.

11. **ASSIGNMENT**
No benefit under this Agreement may be assigned nor may any duty under this Agreement be delegated without the written consent of the other party.

12. **AMENDMENTS**
This Agreement may not be added to, modified or changed in any way except by written agreement signed by both parties.

13. **NO WAIVER**
The failure of the City to insist upon the strict performance of any provision of this Agreement or to exercise any right, power or remedy upon a breach thereof shall not constitute a waiver by City of any such provision, breach or subsequent breach of the same or any other provision.

14. **INTERPRETATION**

This Agreement constitutes the entire agreement between the parties, superseding all previous representations, discussions, and agreements between the parties. This Agreement shall be binding upon and shall inure to the benefit of the successors and, subject to the provisions relating to assignment, the assigns of each of the parties. This Agreement shall be interpreted under the law of Florida, choice of law excepted. Suit or claims arising out of the use or this Agreement shall be brought in the Circuit Court of the Sixth Judicial District, Pinellas County, Florida.

15. **NOTICES**

Any notices concerning this Agreement and all notices required by this Agreement shall be given in writing and shall be personally delivered or mailed to the addresses designated by the parties below.

If to the City:

Attn: Jay Hatch, Director of Recreation
City of Madeira Beach
300 Municipal Drive
Madeira Beach, FL 33708

If to Simple Weddings:

Anthony Meiring, Managing Member
Burton Meiring, LLC
145 108th Ave, Suite 1,
Treasure Island, FL 33706

With a copy to:

Thomas J. Trask, City Attorney
Trask Daigneault, LLP
1001 S. Ft. Harrison Avenue
Suite 201
Clearwater, FL 33756

16. **TERMINATION**

A) This Agreement may be terminated by either party upon thirty (30) days written notice if conditions arise that, in the sole discretion of the party terminating, require such termination in public interest.

B) Notice of any termination shall be given in accordance with Section 15 of this Agreement.

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

CITY OF MADEIRA BEACH
a Florida municipal corporation

By:_____

Anne-Marie Brooks, Mayor

Dated:_____

ATTEST:

_____
Clara VanBlargan, City Clerk

APPROVED AS TO FORM:

_____
Thomas J. Trask, B.C.S., Esquire,
City Attorney

WITNESSES:

BURTON MEIRING, LLC
a Foreign limited liability company

_____
Print Name:_____

By:_____
Anthony Meiring, Managing Member

_____
Print Name:_____

Dated:_____

Posted 02/12/2025

2025 BOARD OF COMMISSIONERS MEETING SCHEDULE

Patricia Shontz Commission Chambers – City Hall, 300 Municipal Drive, Madeira Beach, FL

"All meetings & Events listed are in the Commission Chambers."

"Meetings, dates & times are subject to change."

DATE	DESCRIPTION	TIME
Wednesday, February 12, 2025	BOC Regular Meeting	6:00 PM
Wednesday, February 26, 2025	BOC Special Meeting *(for a shade meeting)*	3:00 PM
Wednesday, February 26, 2025	BOC Joint Workshop with Civil Service Commission	4:00 PM
Wednesday, February 26, 2025	BOC Regular Workshop Meeting	6:00 PM
Tuesday, March 11, 2025	Municipal Election Day – "NO CITY ELECTION"	
Wednesday, March 12, 2025	BOC Regular Meeting ***(Induction into Office-Mayor & District Commissioners 3&4; Appointment of Vice Mayor***	6:00 PM
Wednesday, March 26, 2025	BOC Budget Workshop #1	4:00 PM
Wednesday, March 26, 2025	BOC Regular Workshop Meeting	6:00 PM
Wednesday, April 2, 2025	BOC Regular Meeting *(date change)*	6:00 PM
Wednesday, April 16, 2025	BOC Budget Workshop #2 *(date change)*	4:00 PM
Wednesday, April 16, 2025	BOC Regular Workshop Meeting *(date change)*	6:00 PM
Wednesday, May 14, 2025	BOC Regular Meeting	6:00 PM
Monday, May 26, 2025	MEMORIAL DAY – City Holiday	
Wednesday, May 28, 2025	BOC Budget Workshop #3	4:00 PM
Wednesday, May 28, 2025	BOC Regular Workshop Meeting	6:00 PM
Wednesday, June 11, 2025	BOC Regular Meeting	6:00 PM
Thursday, June 19, 2025	JUNETEENTH – City Holiday ***(tentatively added – to be adopted in new personnel manual)***	
Wednesday, June 25, 2025	BOC Budget Workshop #4	4:00 PM
Wednesday, June 25, 2025	BOC Regular Workshop Meeting	6:00 PM
Friday, July 4, 2025	INDEPENDENCE DAY – City Holiday	
Wednesday, July 9, 2025	BOC Regular Meeting	6:00 PM
Wednesday, July 23, 2025	BOC Budget Workshop #5	4:00 PM
Wednesday, July 23, 2025	BOC Regular Workshop Meeting	6:00 PM

Wednesday, August 13, 2025	**BOC Regular Meeting**	**6:00 PM**
Wednesday, August 27, 2025	**BOC Budget Workshop #6**	**4:00 PM**
Wednesday, August 27, 2025	**BOC Regular Workshop Meeting**	**6:00 PM**
Monday, September 1, 2025	**LABOR DAY – City Holiday**	
Wednesday, September 10, 2025	**BOC Special Meeting** *(Tentative FY 2026 Millage & Budget-1st Reading & Public Hearing)*	**5:45 PM**
Wednesday, September 10, 2025	**BOC Regular Meeting**	**6:00 PM**
Wednesday, September 24, 2025	**BOC Special Meeting** *(Adoption of FY 2026 Millage & Budget-2nd Reading & Public Hearing)*	**5:45 PM**
Wednesday, September 24, 2025	**BOC Regular Workshop Meeting**	**6:00 PM**
Wednesday, October 1, 2025	**BOC Regular Meeting**	**6:00 PM**
Wednesday, October 22, 2025	**BOC Regular Workshop Meeting**	**6:00 PM**
Tuesday, November 11, 2025	**VETERANS DAY – City Holiday**	
Wednesday, November 12, 2025	**BOC Regular Workshop Meeting** *(date & time change due to Thanksgiving Holidays)*	**2:00 PM**
Wednesday, November 12, 2025	**BOC Regular Meeting** *(Meeting time change)*	**4:00 PM**
Thursday, November 27, 2025	**THANKSGIVING DAY – City Holiday**	
Friday, November 28, 2025	**DAY AFTER THANKSGIVING DAY – City Holiday**	
Wednesday, December 10, 2025	**BOC Regular Workshop Meeting** *(date & time change due to Christmas & New Year's Holidays)*	**2:00 PM**
Wednesday, December 10, 2025	**BOC Regular Meeting** *(Meeting time change)*	**4:00 PM**
Candidate Qualifying Period	**NOON, Monday, December 1, 2025 through NOON, Friday, December 12, 2025, *excluding weekends.*** ***(Commissioner District 1 and Commissioner District 2) - March 10, 2026 Municipal Election – Candidate Packets available Mon. November 3rd***	
Wednesday, December 24, 2025	**CHRISTMAS EVE – City Holiday**	
Thursday, December 25, 2025	**CHRISTMAS DAY – City Holiday**	
Wednesday, December 31, 2025	**NEW YEAR'S EVE - City Holiday** ***(tentative- may or may not be removed in new personnel manual when adopted)***	
Thursday, January 1, 2026	**NEW YEAR'S DAY – City Holiday**	