



BOARD OF COMMISSIONERS REGULAR WORKSHOP MEETING AGENDA

**Wednesday, July 22, 2026 at 4:00 PM
Commission Chambers, 300 Municipal Drive,
Madeira Beach, FL 33708**

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

1. CALL TO ORDER

2. ROLL CALL

3. PUBLIC COMMENT

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

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

4. BOARD OF COMMISSIONERS

A. FY 2027 Gulf Beaches Public Library Budget

B. FY 2027 Sheriff's Office Contract

C. Founders Day Celebration Planning

D. John's Pass Village Directory and Wayfinding

E. Kitty Stewart Park Landscaping Plan

5. CITY MANAGER

A. RFP #26-02 Holiday Decor

6. COMMUNITY DEVELOPMENT

A. Hurricane Relief Use of Properties for Parking

B. RFQ for Ordinance Updates

7. FINANCE

A. Ordinance 2026-08 Fees and Collection Procedure Manual – FY 2026

B. Amendment to Consultant Agreement - Finance Director Services

8. PUBLIC WORKS

A. Amendment to RFP No. 26-05 – Marina Seawall Replacement #2 to Include 129th Avenue (Area 5) Seawall Replacement

B. ITB# 26-04 Stormwater Backflow Prevention Project

C. Disaster Debris Management Participation Agreement with DRC

9. RESPOND TO PUBLIC COMMENTS/QUESTIONS

10. ADJOURNMENT

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

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

Gulf Beaches Public Library Budget 2026-2027 (with Comparison)

	Budget 2025-2026	Budget 2026-2027
REVENUES		
NOTARY	\$1,000	\$1,000
COPY MACHINE	\$3,000	\$1,000
PINELLAS PUB. LIB. CORP.	\$230,000	\$245,000
PARKMOBILE	\$3,000	\$1,500
LIBRARY CARDS		\$500
EXPENSES		
SALARIES AND WAGES w/ COLA	\$304,535	\$309,535
FICA	\$23,541	\$23,541
SEP	\$17,347	\$17,347
GROUP INSURANCE	\$31,765	\$31,765
WORKER'S COMPENSATION	\$900	\$900
SUTA, FUTA	\$85	\$85
PROFESSIONAL SERVICES	\$2,000	\$2,000
ACCOUNTING AND AUDITING	\$10,825	\$10,825
CONTRACTUAL SERVICE	\$8,825	\$8,825
DELIVERY/ILL BOOKS	\$800	\$800
TRAVEL AND TRAINING	\$2,000	\$2,000
TELEPHONE AND INTERNET	\$16,500	\$16,500
POSTAGE	\$400	\$400
UTILITIES	\$5,000	\$5,000
ELECTRICITY	\$12,000	\$12,000
RENTALS AND LEASES	\$4,500	\$4,500
GENERAL INSURANCE	\$35,000	\$37,000
BUILDING MAINTENANCE	\$18,500	\$18,500
GROUNDS MAINTENANCE	\$4,000	\$2,000
OTHER MAINTENANCE	\$3,000	\$3,000
OFFICE SUPPLIES	\$4,000	\$4,000
DEPARTMENTAL SUPPLIES	\$6,000	\$6,000
DUES AND SUBSCRIPTIONS	\$7,500	\$7,500
CAPITAL IMPROVEMENTS	\$10,000	\$10,000
LIBRARY BOOKS	\$40,000	\$40,000
LIBRARY REFERENCE SOURCES	\$7,000	\$7,000
LIBRARY AUDIOBOOKS	\$4,500	\$4,500
LIBRARY DVDS	\$8,500	\$8,500
LIBRARY SUBSCRIPTIONS	\$6,000	\$6,000
CONTINGENCY	\$3,000	\$3,000
EBOOKS AND ELECTRONIC CONTENT	\$20,000	\$20,000
COMMUNITY OUTREACH	\$3,000	\$3,000
TOTAL EXPENSES	\$621,023	\$626,023

Gulf Beaches Public Library Budget 2026-2027

Township Allocations

Population Stats:

Treasure Island 6,498
 Madeira Beach 4,075
 Redington Shores 2,162
 North Redington Beach 1,476
 Redington Beach 1,385
Total 15,596

Percentages per City/Town:

Treasure Island: $6,498/15,596 = 42\%$
 Madeira Beach: $4,075/15,596 = 26\%$
 Redington Shores: $2,162/15,596 = 14\%$
 North Redington Beach: $1,476/15,596 = 9\%$
 Redington Beach: $1,385/15,596 = 9\%$

Calculation:

Expenses Total: \$626,023.00 (From itemized budget sheet)
 Minus revenue coming in: \$250,000.00 (PPLC, Copy Machine, Notary, Parking, Cards) is:
\$626,023 - \$250,000 = \$376,023 (the proposed budget amount to be divided by towns)

Final Annual Dollar Amounts Due per City/Town:

Treasure Island 42% of \$376,023 = **\$157,929.66**
 Madeira Beach 26% of \$376,023 = **\$97,765.98**
 Redington Shores 14% of \$376,023 = **\$52,643.22**
 North Redington Beach 9% of \$376,023 = **\$33,842.07**
 Redington Beach 9% of \$376,023 = **\$33,842.07**

CONTRACT FOR LAW ENFORCEMENT SERVICES

THIS AGREEMENT is made and entered into by and between the CITY OF MADEIRA BEACH, FLORIDA, a municipal corporation of the State of Florida, hereinafter referred to as "CITY"; and BOB GUALTIERI, as Sheriff, Pinellas County, Florida, hereinafter referred to as "SHERIFF".

WITNESSETH:

WHEREAS, the CITY is a municipality within the boundaries of Pinellas County, Florida and wishes to purchase municipal law enforcement services for that area of land within its municipal boundaries in addition to those required to be provided by the SHERIFF prior to the execution of this Agreement; and

WHEREAS, the CITY is desirous of providing a high level of competent law enforcement service in conjunction and in harmony with its fiscal policies of sound, economical management; and

WHEREAS, the CITY has requested that the SHERIFF furnish law enforcement protection to its inhabitants and citizens; and

WHEREAS, the CITY desires that the SHERIFF furnish law enforcement protection on a full-time basis and duly perform any and all necessary and appropriate functions, actions, and responsibilities of a law enforcement force for the CITY; and

WHEREAS, the SHERIFF has indicated his desire and willingness to accept and fulfill the responsibilities hereinbefore mentioned; and

WHEREAS, the CITY desires to retain its ability to determine whether law enforcement services shall be provided by a City Police Department, by contract with another law enforcement agency or otherwise; and

WHEREAS, the SHERIFF is an independent constitutional officer of the State of Florida; and

WHEREAS, it is further the desire of the CITY that the full, complete and entire responsibility for law enforcement within the CITY be turned over to and be performed by the SHERIFF;

NOW, THEREFORE, in consideration of the mutual promises contained herein and given by each party to the other, the parties do hereby covenant and agree as follows:

1. That the recitations set forth above are incorporated herein by reference in their entirety.
2. PURPOSE: The purpose of this Agreement shall be to provide the citizens of the CITY with high quality law enforcement services by the Sheriff's Office.

It is expressly acknowledged and agreed that all services provided by the SHERIFF under the terms of this Agreement are completely paid for by the consideration paid by the CITY under the terms of this Agreement and are completely separate and in addition to any and all ad valorem taxes or any other revenues paid by or received on behalf of the citizens of the CITY to the Pinellas County Board of County Commissioners. In light thereof, the SHERIFF shall continue to have the obligation to provide normal services to the same degree that such services are provided to the rest of Pinellas County and the CITY is not to be charged extra for these normal services.

PATROL SERVICES:

The SHERIFF hereby agrees to provide all necessary and appropriate law enforcement

services in and for the CITY by providing two (2) deputies with patrol automobile for twenty-four (24) consecutive hours each day, seven (7) days a week, to serve as law enforcement officers of the CITY. It is the obligation of the SHERIFF to ensure that two or more deputies are present within the city limits of the CITY at all such times except under emergency circumstances when backup assistance may be required from other Sheriff's deputies or municipal law enforcement officers.

COMMUNITY POLICING:

The SHERIFF further agrees to furnish one (1) deputy specifically for performing community oriented policing services. Said deputy shall be provided forty (40) hours per week excepting holiday leave, vacation leave, required training, court appearances, authorized sick leave, and such other absences as may be authorized by the SHERIFF or his designee. The specific hours of work of the community policing deputy shall be determined by his or her supervisor after consultation with the CITY.

- a. The Community Policing Deputy will perform interactive and proactive foot and bicycle patrols whenever transportation by a patrol vehicle is not necessary.
- b. The Community Policing Deputy will actively make personal contacts with both citizens and businesses to solve community crime problems.
- c. The Community Policing Deputy will meet with community leaders to explain crime prevention techniques.
- d. The Community Policing Deputy shall utilize business cards, voice mail, and cellular phones to ensure citizen contact regarding public safety concerns.

The SHERIFF further agrees to furnish one (1) deputy specifically for performing code enforcement services. This community policing deputy will also be provided forty (40) hours per

week excepting holiday leave, vacation leave, required training, court appearances, authorized sick leave, and such other absences as may be authorized by the SHERIFF or his designee. The specific hours of work of this community policing deputy shall be determined by his or her supervisor after consultation with the CITY.

- a. The Community Policing Deputy/Code Enforcement will investigate and take enforcement actions for violations of the CITY'S Code of Ordinances.
- b. The Community Policing Deputy will track and prepare statistical reports for the CITY concerning the numbers and types of violations issued on a monthly basis.
- c. The Community Policing Deputy will interact with both citizens and businesses to address and resolve code violation related issues.
- d. The Community Policing Deputy will, in conjunction with the CITY'S attorney, prepare and present code violation cases before the CITY'S Special magistrate as necessary.
- e. The Community Policing Deputy will, in conjunction with the CITY'S administrative/clerical staff, prepare citations, send notices of violations and Special Magistrate hearings, and perform other related administrative tasks.
- f. The Community Policing Deputy shall utilize business cards, voice mail and cellular phones to facilitate citizen contact regarding code violation concerns and questions.

While the CITY anticipates the code violation related work will occupy all or most of this Community Policing Deputy's time, this Deputy will also assist and work with the other Community Policing Deputy, if and when time allows and the need arises. Likewise, the other

Community Policing Deputy may, from time to time as the need arises, assist this Community Policing Deputy with work related to the enforcement of the City's Code of Ordinances.

The CITY agrees that it will provide the following at its expense:

- a. Both Community Policing Deputies will be provided with the necessary code enforcement training, which currently consists of four (4) separate courses.
- b. The Community Policing Deputy performing full-time code enforcement service will be provided the assistance of CITY administrative and clerical staffs, who will perform research, prepare and send out notices and correspondence and other like administrative and clerical tasks.
- c. Office space and the appropriate equipment needed for the performance of the Community Policing Deputies' administrative duties will be provided.

SCHOOL CROSSING GUARDS:

The SHERIFF further agrees to furnish two (2) school crossing guards. The hours of service of the school crossing guards shall be determined by the SHERIFF based on the hours of operation of the school or schools served.

3. POWER OF CITY TO DIRECT SERVICES. The SHERIFF shall confer with the Mayor and the City Commission and/or City Manager regarding law enforcement or code enforcement problems within the CITY and shall accept from the City Commission general policy direction on how these services are delivered and to what portion of the municipality a particular type or level of service shall be delivered to counteract law enforcement or code enforcement problems within the CITY. The SHERIFF shall comply with the request of the CITY regarding such matters unless such decisions will represent a danger to the deputies providing such service or to other members of the Sheriff's Office, will be violative of the law, good law enforcement

practices, the rules and regulations of the Pinellas County Sheriff's Office, or detrimental to the citizens of the CITY or the County. In the event that such concern arises, the SHERIFF will meet and confer with the Mayor and the City Commission, as is appropriate, on policy matters regarding the delivery of services and attempt to resolve any dispute or misunderstanding between them.

4. NO PLEDGE OF AD VALOREM TAXES. The parties agree that this Agreement does not constitute a general indebtedness of the CITY within the meaning of any constitutional, statutory, or charter provision or limitation and it is expressly agreed by the parties that the SHERIFF will not ever have the right to require or compel the exercise of ad valorem taxing power of the CITY or taxation of any real or personal property therein for the payment of any monetary obligations due under the terms of this Agreement and it is further agreed between the parties that this Agreement and any funds called for to be paid hereunder shall not constitute a lien upon any real or personal property of the CITY, or any part thereof, and that the obligation for monetary payments called for to be made hereunder shall be deemed to exist for less than a year at any point in time and shall be entirely subject to the legislative budgetary discretion of the CITY.

5. AUTHORITY TO ACT. The CITY does hereby vest in each sworn law enforcement officer of the SHERIFF, who from time to time may be assigned to the CITY, to the extent allowed by law, the law enforcement powers of the CITY which are necessary to implement and carry forth the services, duties and responsibilities imposed upon the SHERIFF hereby, for the limited purpose of giving official and lawful status and validity to the performance thereof by such sworn law enforcement officers. Every sworn law enforcement officer of the SHERIFF so empowered hereby and engaged in the performance of the services, duties, and responsibilities described and contemplated herein shall be deemed to be a sworn law enforcement officer of the CITY while performing such services, duties and responsibilities which constitute municipal

functions and are within the scope of this Agreement. Accordingly, such sworn law enforcement officers of the SHERIFF are hereby vested with the power to enforce the ordinances of the CITY, to make arrests incident to the enforcement thereof, and to do such other things and perform such other acts as are necessary with respect thereto.

6. INDEMNIFICATION OF CITY. The SHERIFF will defend and pay any litigation or judgment against the CITY, its agents or employees, arising out of the acts or omissions of the SHERIFF, his deputy sheriffs, or other members of the Sheriff's Office performing services under this Agreement. Lawsuits and claims that may be filed from time to time hereunder shall be handled by the SHERIFF in accordance with normal procedures. The SHERIFF shall defend such lawsuits or claims and pay judgments or settlements in accordance with law.

Nothing contained herein shall be construed to limit or modify the provisions of Florida Statute 768.28 as it applies to the CITY and the SHERIFF. Nothing herein shall abrogate or expand the sovereign immunity enjoyed by the SHERIFF and the CITY pursuant to the provisions of Chapter 768, Florida Statutes, nor shall any third party receive any benefit whatsoever from the indemnification provided herein.

7. INDEPENDENT CONTRACTOR. The SHERIFF, for the purposes of this Agreement, is and shall remain an independent contractor; provided, however, such independent contractor status shall not diminish the power and authority vested in the SHERIFF and his sworn officers.

8. SOVEREIGN IMMUNITY. The parties hereto agree that nothing contained herein shall in any way waive the sovereign immunity that both parties enjoy presently under the

Constitution and statutes of the State of Florida and particularly with respect to Chapter 768, Florida Statutes.

9. PROVISION OF SERVICES. The SHERIFF shall provide each deputy who serves in the CITY pursuant to this Agreement with a patrol automobile and all other necessary or appropriate equipment, except as provided above in Paragraph 2, Community Policing section.

10. PERSONNEL. The SHERIFF shall be responsible for the appointment, training, assignment, discipline and dismissal of all his law enforcement personnel performing services under this Agreement. The parties shall mutually cooperate to carry out the terms and conditions of this Agreement. Should the CITY or its designee believe that any deputy assigned to the CITY pursuant to the terms of this Agreement is failing to perform in a satisfactory manner, the CITY or its designee shall notify the Commander of the Patrol Operations Bureau of the Pinellas County Sheriff's Office. The parties shall work together to reach a mutually satisfactory resolution of the matter. However, it is understood that under this Agreement, the SHERIFF shall retain the sole authority to transfer, counsel, or discipline any deputy or other member of the Pinellas County Sheriff's Office. The SHERIFF is in compliance with Florida Statute §448.095 which references the use of E-Verify.

11. ENFORCEMENT OF LAWS. The SHERIFF shall discharge his responsibility under this Agreement by the enforcement of all state laws, county ordinances applicable within the CITY and the ordinances of the CITY. The SHERIFF shall bring appropriate charges for violations of all laws and ordinances. The SHERIFF shall ensure that deputies assigned to the CITY will have a general familiarity with the code of ordinances of the CITY. The CITY will provide adequate copies of its ordinances for this purpose at no cost to the SHERIFF.

12. FINES AND FORFEITURES. All fines and forfeitures rendered in any court as a

result of charges made by the SHERIFF shall be distributed according to general law and the rules of the court.

13. RECORDS. The SHERIFF shall maintain Uniform Crime Reporting records regarding crimes committed within the CITY. These records shall include the number and type of crimes committed, the number of arrests made for each type of crime, and any other information as required by law. A computer printout reflecting a summary of overall activity by event type shall be furnished to the CITY each month.

14. NOTICE. Notice as required to be given hereunder shall be given to the following persons:

- A. The Sheriff of Pinellas County
Bob Gualtieri, Sheriff
P. O. Drawer 2500
Largo, FL 33779-2500
- B. City of Madeira Beach
Attention: Mayor
300 Municipal Drive
Madeira Beach, FL 33708

15. TERM. This Agreement shall take effect on October 1, 202~~5~~⁶, and continue in effect thereafter through September 30, 202~~6~~⁷, unless hereafter extended upon such terms and conditions as the parties hereto may later agree.

16. TERMINATION: Any party may terminate this Agreement without cause or further liability to the other parties, except as to the indemnification provided herein, upon written notice to the other parties given not less than ninety (90) days prior to the requested termination date. The required notice is deemed delivered when a copy is delivered to the other party and a receipt therefore signed by the other party.

The parties agree that where the Agreement is not terminated as provided for herein, the

terms of this Agreement shall automatically continue for 120 days beyond September 30, 202~~6~~7, in the event a replacement contract has not yet been completely executed. The CITY shall continue to pay to the SHERIFF on a monthly basis the amount due per this Agreement, until such time as a replacement contract has been approved. The parties further agree that an increase, if any, in the cost of service, shall be retroactively applied for services rendered from October 1, 202~~6~~7, to the approval and execution of the replacement contract, and shall be paid by the CITY to the SHERIFF immediately for the services already provided.

17. CONTRACT COSTS. The CITY shall pay to the SHERIFF, as payment in full for all of the services herein agreed to be performed by the SHERIFF of Pinellas County, the sum of ONE MILLION ~~EIGHT-NINE~~ HUNDRED ~~TWO-ELEVEN~~ THOUSAND ~~THREE-THREE~~ HUNDRED ~~FIFTY-TWO~~NINETY-SIX DOLLARS —AND NO CENTS (\$~~1,802,352~~1,911,396.00). Payment shall be made in twelve monthly installments of ~~ONE~~ HUNDRED ~~FIFTY-NINE~~ THOUSAND ~~ONE-TWO~~ HUNDRED ~~NINETY-SIX~~EIGHTY-THREE DOLLARS AND NO CENTS (\$~~150,196~~159,283.00). Payment shall be made on the first day of each month beginning on the 1st day of October 202~~5~~6. (see Attachment 1.)

18. THIRD PARTIES. In no event shall any of the terms of this Agreement confer upon any third person, corporation or entity other than the parties hereto any right or cause of action or damages against the parties to this Agreement arising from the performance of the obligation and responsibilities of the parties herein or for any other reason.

19. ENTIRE AGREEMENT. This Agreement reflects the full and complete understanding of the parties and may be modified or amended only by a document in writing executed by the parties hereto and with the same formality of this Agreement.

20. NON-ASSIGNABILITY. The SHERIFF shall not assign or delegate the

obligations, responsibilities or benefits imposed hereby or contained herein to any third party or in any manner contract for the provision of the services required to be performed herein by a third party without the express written consent of the CITY, which consent must have been agreed to by the CITY at a public meeting and which consent may be withheld within the sole discretion of the CITY.

21. LIAISON. A close liaison shall be maintained between the CITY and the SHERIFF. The SHERIFF agrees to make available to the CITY a specific member or members of the command staff who shall be available twenty-four (24) hours per day to act as liaison between the CITY and the SHERIFF. The Mayor and Commissioners and the SHERIFF, or their designees, shall meet and confer with each other on a regularly scheduled basis to discuss the administration of this Agreement. The SHERIFF or his designee shall, upon request of the City Commission, be present at City Commission meetings for discussion of the provision of law or code enforcement services within the CITY, for budget preparation purposes, or for any other purpose as the City Commission shall request from time to time. The SHERIFF, or his designee, shall be responsible for submitting appropriate staffing or information to the City Commission as is necessary for it to conduct its legislative business. Any request for the presence of the SHERIFF or his designee, or for the production of any information or staffing, shall be communicated solely through the Mayor and Commissioners or the City Manager.

IN WITNESS WHEREOF the parties to this Agreement have caused the same to be
signed by their duly authorized representatives this ____ day of _____, 202~~5~~6.

ATTEST:

CITY OF MADEIRA BEACH

CITY CLERK

MAYOR

APPROVED AS TO FORM:

(CITY SEAL)

CITY ATTORNEY

SHERIFF, PINELLAS COUNTY, FLORIDA

BOB GUALTIERI, Sheriff



MEMORANDUM

Date: June 17, 2026
To: Mayor, Vice-Mayor and Commissioners
From: Megan Powers, Assistant to the City Manager
Subject: RFP #26-02 Holiday Decor

Background

The City of Madeira Beach issued a Request for Proposals for holiday décor services to provide seasonal decorations throughout the City. In the May workshop the commission asked to see what it would cost to repair the light poles and use the same décor as last year as well as a proposal for solar options.

The City received two (2) responsive proposals:

1. Non-solar option: **\$50,512.75**
 - o Holiday Outdoor Decor: \$43,642
 - o USA Voltage pole repair: \$6,870.75
 - I. \$274.83 each, total above is for 25 pole repairs
2. Solar option: **\$84570.00**
 - o No light pole repair needed

Recommendation

Staff recommends moving forward with the first option which would repair the light poles and allow for decorations to plug in. Staff will continue to monitor the solar option for future years.



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Remit to	Holiday Outdoor Decor PO Box 4365 Bethlehem, PA 18018	Created Date	6/12/2026
		Quote Number	00025857
Bill To Name	MEGAN POWERS	Ship To Name	MEGAN POWERS
Bill To	MADEIRA BEACH 300 MUNICIPAL DRIVE Maderia Beach, Florida 33708 United States	Ship To	MADEIRA BEACH 30 POLES ON 150TH AVE/ 85 ON GULF BLVD MADERIA BEACH, Florida 33708 United States
		Subtotal	\$43,642.00
		Not including Sales Tax	

If Approved, **Sign here**
or reply to the email stating "Proposal Approved".

**We will not be able to schedule your project before receiving
your down-payment - our schedule fills up fast, don't wait!**

Product Line Description	Line Item Description	Price	Quantity	Total Price
9" Green PVC/Metallic - 25' - No Lighting Wiring	JOHNS PASS VILLAGE- 13 TREES TOTAL - 50' GREEN/ RED GARLAND WRAPPED MAJEWEL PALMS TO GROUND LEVEL - 2 - 25FT PIECES PER TREE	\$129.00	26.00	\$3,354.00
9" Red PVC/Metallic - 25' - No Lighting Wiring	JOHNS PASS VILLAGE- 13 TREES TOTAL -50' GREEN/ RED GARLAND WRAPPED MAJEWEL PALMS TO GROUND LEVEL- 2 PIECES OF 25FT GARLAND PER TREE	\$129.00	26.00	\$3,354.00
3D Nativity Star Tree Topper, 112 C-7 lamps LED		\$0.00	2.00	\$0.00
Panel Tree 18' C7 MULTI LED	PLACE AT 200 REX PLACE BETWEEN REC CENTER & SPLASH PAD- C7 LIGHTS/ 306 ORNAMENTS/ 4' 3D TOPPER AND THE SECOND TREE TO BE PLACED AT PATRIOT PARK	\$5,900.00	2.00	\$11,800.00
4 1/2' X 8' PALM TREE W/PACKAGE, 62 C9 Lamps LED		\$216.00	41.00	\$8,856.00
5' WREATH GREEN 6"RC W/EGRET 75 C7 Lamps, LED		\$216.00	12.00	\$2,592.00
4' 9" X 7' SILHOUETTE DOLPHIN, 79 C7 Lamps LED		\$216.00	42.00	\$9,072.00
5.5' WREATH W/SILHOUETTE SAILBOAT, 6" Fine Cut Garland, 39 C7 lamps, LED		\$216.00	13.00	\$2,808.00
9" Green PVC/Metallic - 25' - No Lighting Wiring	Wrap Palms on Gulf BLVD	\$129.00	8.00	\$1,032.00
9" Red PVC/Metallic - 25' - No Lighting Wiring	Wrap Palms on Gulf BLVD	\$129.00	6.00	\$774.00



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Contract terms - Commencing August 15th to December 15th

MADEIRA BEACH - 2026 Lease - Option 1

Terms and Conditions

PAYMENTS: Deposit payments of 50% due prior to September 1st, to be placed on installation schedule, final 50% payment due upon completion of installation of each season under contract. Any product purchases will be invoiced when product is shipped from vendor, regardless of delivery location.

Balances over 30 days will incur a 1.5% finance charge per month. 4% Credit Card payments fee.

Sales Tax and County Tax will be applied on Final Invoice unless a **Tax-Exempt Certificate** is provided beforehand.

ACCEPTANCE: All material is guaranteed to be as specified. All work to be completed in a workman like manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above this contract. All agreements contingent upon strikes, accidents, any acts of God or delays beyond our control. Property Owner will carry fire, tornado, hurricane (wind) and other necessary insurance. Our workers are fully covered by Worker's Compensation.

The above prices, specifications, terms and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. Once this Agreement is signed by both parties it becomes a contract. This proposal may be withdrawn if not accepted within 30 days. To lock in current pricing, please ask for a multi-year proposal.

Customer Awareness Information Sheet -

<https://christmasdesigners-fl.com/wp-content/uploads/2020/05/Customer-Awareness-Information-Sheet.pdf>

General Terms and Conditions - <https://holidayoutdoordecor.com/terms-conditions/>



From Moments to Memories -
American Craftsmanship in Every Space

Remit to Holiday Outdoor Decor
PO Box 4365
Bethlehem, PA 18018

Created Date 6/12/2026
Quote Number 00027898

Bill To Name MEGAN POWERS
Bill To MADEIRA BEACH
300 MUNICIPAL DRIVE
Maderia Beach, Florida 33708
United States

Ship To Name MEGAN POWERS
Ship To MADEIRA BEACH
30 POLES ON 150TH AVE/ 85 ON GULF BLVD
MADERIA BEACH, Florida 33708
United States

Subtotal \$84,574.00

Not including Sales Tax

*If Approved, **Sign here**
or reply to the email stating "Proposal Approved".*

***We will not be able to schedule your project before receiving
your down-payment - our schedule fills up fast, don't wait!***

Product Line Description	Line Item Description	Price	Quantity	Total Price
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9" Red PVC/Metallic - 25' - No Lighting Wiring	Wrap Palms on Gulf BLVD	\$129.00	6.00	\$774.00
Solar Panel for Blachere Lights, 20W panel power 7,2W power output	One solar panel per pole (108) total	\$300.00	108.00	\$32,400.00
	Solar Bow Pole Decor (108) total - 3.9' x 2'	\$295.00	108.00	\$31,860.00

Contract terms - Commencing August 15th to December 15th

MADEIRA BEACH - 2026 Lease - Option 2

Terms and Conditions



From Moments to Memories -
American Craftsmanship in Every Space

PAYMENTS: Deposit payments of 50% due prior to September 1st, to be placed on installation schedule, final 50% payment due upon completion of installation of each season under contract. Any product purchases will be invoiced when product is shipped from vendor, regardless of delivery location.

Balances over 30 days will incur a 1.5% finance charge per month. 4% Credit Card payments fee.

Sales Tax and County Tax will be applied on Final Invoice unless a **Tax-Exempt Certificate** is provided beforehand.

ACCEPTANCE: All material is guaranteed to be as specified. All work to be completed in a workman like manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above this contract. All agreements contingent upon strikes, accidents, any acts of God or delays beyond our control. Property Owner will carry fire, tornado, hurricane (wind) and other necessary insurance. Our workers are fully covered by Worker's Compensation.

The above prices, specifications, terms and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. Once this Agreement is signed by both parties it becomes a contract. This proposal may be withdrawn if not accepted within 30 days. To lock in current pricing, please ask for a multi-year proposal.

Customer Awareness Information Sheet -

<https://christmasdesigners-fl.com/wp-content/uploads/2020/05/Customer-Awareness-Information-Sheet.pdf>

General Terms and Conditions - <https://holidayoutdoordecor.com/terms-conditions/>



USA Voltage LLC, Electrical Contractors

11060 70th Ave. Seminole, FL33772

License EC13004856

727-798-9501

Job #26-170

PROPOSAL

12/11/2025

Customer Information:

City of Treasure Island

Attn: Steve Viola

Email: sviola@mytreasureisland.org

Project Information:

Light pole repair

for holiday decorations

USA Voltage is pleased to present the below proposal. This proposal includes all labor, material and supervision to complete the below outlined scope of work.

SCOPE:

Each light pole:

Labor:

*1-Electrician in a city provided lift truck (1.5 hrs)

\$ 112.50

*1-Electrician on the ground supplying tools and materials

\$ 112.50

Total Labor:

\$ 225.00

Material:

*1-WR GFCI protected receptacle

\$ 31.33

*1-Heavy duty in use cover

\$ 18.50

Total Materials:

\$ 49.83

TOTAL COST TO REPAIR 1 LIGHT POLE RECEPTACLE

\$ 274.83

Holiday Lighting Repair Receptacle Locations are as follows:

Location:

Pole Number:

*206 150th Ave (area)	156303
*15000 Gulf Blvd.	J586
*204 150th Ave. (in front of transformer)	123156
*15000 Madeira Way (nearest)	A88966
*15000 Madeira Way (nearest)	A88965
*15000 Madeira Way (nearest)	A88964
*14950 Gulf Blvd. / 15000 Madeira Way	4606554
*150th / Tom Stuart Causeway	142630
*678 Tom Stuart Causeway	4604938
*674 Tom Stuart Causeway	159581
*Tom Stuart Causeway / 150th	2-26688
*Tom Stuart Causeway / 150th	A88967

*422 150th Ave.	4604657
*150th Ave.	142620
*Aire Dam / 14600 Gulf Blvd.	4606702
*14900 Gulf Blvd.	119991/80
*Seaview condominiums / 14700 Gulf Blvd.	119840
County Park / 14507 Gulf Blvd.	4606757
County Park / 14507 Gulf Blvd.	HSE 14308
County Park / 14507 Gulf Blvd.	HSE 14146
14080 Gulf Blvd.	4606901
14080 Gulf Blvd.	HSE 14010
13717 Gulf Blvd.	4606873
13717 Gulf Blvd.	HSE 13650
13717 Gulf Blvd.	HSE 13630
13717 Gulf Blvd.	HSE 13536
13354 Gulf Lane	4607191
13354 Gulf Lane	HSE 13300
13354 Gulf Lane	HSE 13062
13354 Gulf Lane	HSE 12960
12903 Gulf Blvd.	B54209
12903 Gulf Blvd.	B14323
12903 Gulf Blvd.	B54212
13235 Gulf Blvd.	A34055
13235 Gulf Blvd.	A34022
13235 Gulf Blvd.	6594729
13665 Gulf Blvd.	A34015
SE 142nd Ave.	A34172
SE 142nd Ave.	A34014
14151 Gulf Blvd.	A34171
14151 Gulf Blvd.	A34011
14507 Gulf Blvd.	A34004
14507 Gulf Blvd.	A34175
14711 Gulf Blvd.	A34040
14805 Gulf Blvd.	A34005
14805 Gulf Blvd.	B107117
14805 Gulf Blvd.	A88963
14805 Gulf Blvd.	4604651
14805 Gulf Blvd.	4604653
14805 Gulf Blvd.	4604661
14805 Gulf Blvd.	158716



Memorandum

Meeting Details: July 22, 2026 – BOC Regular Workshop Meeting
Prepared For: Honorable Mayor Brooks and the Board of Commissioners
Staff Contact: Community Development Department
Subject: RFQ for Ordinance Updates – Subpart A-General Ordinances & Subpart-B Land Development Regulations

Background & Discussion:

Staff would like to discuss moving forward with an RFQ to identify a qualified firm to assist the City with a comprehensive review and modernization of the Madeira Beach Code of Ordinances.

Over the years, changes in state law, new ordinances, evolving construction methods and technologies, and changes in City operations have resulted in areas of the Code that may be outdated, overlap, or conflict with one another. These challenges are particularly impactful in Madeira Beach as a built-out barrier island community with small and uniquely configured lots, aging structures, significant flood and coastal considerations, and an increasing need for resilient and adaptive construction practices.

Outdated or conflicting Code provisions can also create challenges during the development and permitting process. Staff may be required to spend significant time researching and reconciling different Code sections, resulting in additional review time and repeated back-and-forth with applicants, design professionals, and contractors. This impacts both residential and commercial projects and can create frustration when requirements are unclear or were not written with today's construction practices and regulatory environment in mind.

A comprehensive review would focus on better organizing and simplifying the Code, resolving conflicts and inconsistencies, updating outdated provisions, and confirming alignment with current Florida Statutes and other applicable requirements.

This is a significant lift that would be difficult for staff to complete internally while continuing to manage day-to-day operations and other City priorities. However, staff involvement would remain a critical part of the effort. City staff would work closely with the selected firm to provide operational knowledge, identify recurring challenges, and ensure recommended changes reflect Madeira Beach's unique character, community priorities, and identity.

Staff is requesting feedback and direction on moving forward with an RFQ.

Fiscal Impact:

To be assessed based on the breadth and depth of the initiative once the scope and phasing are defined.

Recommendation(s):

Staff recommend moving forward with the RFQ process. The need for a comprehensive code update is overdue and the outdated provisions, inconsistencies and conflicts can no longer continue to be corrected through piecemeal efforts that only tend to result in conflicts in other ordinance locations. Correcting the codes will h

staff workload, development review timelines and the overall permitting experience for large commercial projects to small residential projects.

Item 6A.

Attachments/Corresponding Documents:

No attachments.



Memorandum

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staff workload, development review timelines and the overall permitting experience for large commercial projects to small residential projects.

Item 6B.

Attachments/Corresponding Documents:

No attachments.



Memorandum

Meeting Details: July 13, 2026

Prepared For: Hon. Mayor Brooks & Board of Commissioners

Staff Contact: Andrew Laflin, Finance Director

Subject: Ordinance 2026-08 Fees and Collection Procedure Manual – FY 2026

Background

The purpose of this agenda item is to present to the Board of Commissioners proposed amendments to the Fees and Collection Procedure Manual to establish new fees and revise certain existing fees.

Exhibit A contains the Fees and Collection Procedure Manual with tracked changes. All proposed revisions, including the addition of new fees, modifications to existing fees, updates to explanatory language, and other related changes are shown in red text, with previous fee amounts and language displayed using strikethrough formatting. Accordingly, Exhibit A provides a clear comparison of the current fees and the proposed amendments contained in Ordinance 2026-08.

The departments affected by the proposed fee changes are:

- Fire
- Marina
- Parking
- Stormwater

Fiscal Impact

The proposed amendments are expected to increase revenues for the affected departments through the implementation of new fees and revisions to existing fees.

Recommendation

Staff recommends approval of Ordinance 2026-08 on First Reading and scheduling Second Reading for final adoption.

Attachments

- Ordinance 2026-08
- Exhibit A: Fees and Collection Procedure Manual (Tracked Changes)

Exhibit A

Ordinance ~~2025-18~~ 2026-08



FEES & COLLECTION PROCEDURE MANUAL

(Updated Through Ordinance **2026-08**)

Office of the City Clerk

Adopted: July 10, 2026

FEES & COLLECTION PROCEDURE MANUAL

(UPDATED THROUGH ORDINANCE ~~2025-18~~ 2026-08)

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

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

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

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

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

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

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

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

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

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

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

CUSTODIAN OF PUBLIC RECORDS

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

RECORDS CUSTODIANS

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

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

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. 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
 (one and two-family dwellings, and townhouses)\$1,800.00
- (2) Zoning variances for multifamily, tourist dwellings, or commercial\$2,000.00
- (3) Special exception use\$1,800.00
- (4) Appeal of decision (appeal is refundable if decision is overruled).....\$1,500.00

(5) After-the-fact variance and special exception use shall be two (2) times the variance or special exception use fee (*Ordinance 2016-06*)

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

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

D. *Platting.*

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

(1) Review of construction drawings \$500.00

(2) Replat \$500.00

(3) Final \$500.00

(4) Amendment to a plat \$500.00

(5) Minor subdivision \$350.00

(6) Lot line adjustments \$200.00

(7) Unity of title \$100.00

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

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

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

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

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

F. *Site Plan and Redevelopment Process*

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

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

(1). Minor Site Plan Review \$500.00

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

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

(4) Administrative Waiver \$500.00

(5) Nonconforming structure encroachment, extension and additions (Sec 110-93(3)f)....\$1,000.00

G. Preliminary plan meetings – Base Fee..... \$250.00

Interpretation of regulations such as the land development regulations, intensity and density, nonconforming provisions, floodplain regulations, Florida Building Code, subdivision regulations, and/or Predevelopment review meetings. Such services would include up to one hour of meeting and or research of applicable development city staff or consultant(s). Time required above an hour or requiring the participation of additional staff, shall be charged at the rate of \$100.00 per hour. On-site consultation with planner, building official, permit technician, or Certified Flood Plain Manager (as needed; by request) requires an additional fee of \$100.00. Any formal letter prepared by city staff requires an additional fee of \$100.00.

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

Includes one hour of research. Additional research time shall be charged at the rate of \$100.00 per hour. (Res. 2016-24, 07/12/2016)

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

I. Land Development Regulations Amendment\$1,500.00
(Res. 2016-24, 07/12/2016)

J. Land Use Amendment\$3,000.00
(Res. 2016-24, 07/12/2016; Res. 07.14, 06/26/2007; Res. 04.02, 01/27/2004)

K. Rezoning.....\$2,000.00
(Res. 07-14, 06/26/2007)

L. Planned Development (PD) and Planned Development Amendments. (Res. 07.14, 06/26/2007)

(1) Development Meetings-Charged as Plan Review Meetings at the combined hourly rate of all staff assigned by the Community Development Director.

(2) Plan Review \$2,500.00

a. Each Subsequent Revision \$500.00

(3) Minor modifications not requiring full site plan, neighborhood/community meetings or zoning map amendment or amendment of the development agreement\$1,000.00

(4) Major modificationsTo 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 recording fees

N. Unaddressed Research Requests – Base Fee \$100.00

O. Short-term/Vacation Rental Certification Certificate of Compliance \$300.00

P. 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) Outdoor Cafes on Public Sidewalk Request \$175.00

Q. 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 \$30,000.00 or more 25% of total permit fees

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 current Florida Building Code.

(2) 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 & 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 March 26, 2026. The zero percent (0%) permit fee for Hurricane Helene and Hurricane Milton (2024) permits only applies if the property has not been sold since September 26, 2024, if the property has

a new owner since September 26, 2024, then the one percent (1%) permit is in effect.

The Board of Commissioners may vote to temporarily charge zero percent (0%) post-disaster permit fees and must include a start and end date.

- (3) 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.
- (4) Miscellaneous Fees:
 - a. Certificate of Occupancy and/or Certificate of Completion\$50.00
 - b. Change of contractor (all trades).....\$50.00
 - c. Change of use or occupancy..... \$100.00
 - i. Additional research time over one hour shall be charged at the rate of \$100.00 per hour.
 - d. Demolition of structure:
 - i. Demolition base fee (up to 5,000 sq. ft)..... \$200.00
 - ii. Structures over 5,000 sq. ft \$500.00
 - e. Early release of power (*before electrical final*).....\$50.00
 - f. Permit extension (*per extension*)\$50.00
 - g. Transfer of Permit \$50.00
 - h. Failed inspection(s) (*per inspection*)\$50.00
 - i. Floodplain or damage pre-permit inspection, Fire or Structural(*includes Trades*), and Building Code, Life & Health Safety..... \$150.00
 - j. After hours inspection (*beyond normal business hours*) \$250.00
 - k. Tagged property (yellow or red) and stop-work order (*per order*)..... \$100.00
 - l. Well/Test boring and abandonment application\$100.00
 - m. Building Safety/Milestone Report Review Fee\$250.00
- (5) "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.

Zero percent (0%) post-disaster related permits and post-disaster after-the-fact permits, as approved by the Board of Commissioners after a disaster, will be charged at the regular rate after the timeframe has expired.
- (6) 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.
- (7) 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.

(8) 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.

R. 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	FY202 6	FY 2027	FY 2028
Culture & Recreation	\$3.57	\$4.76	\$5.94	\$7.13	\$8.23	\$9.52	\$11.89
Mobility	\$0.45	\$0.60	\$0.75	\$0.90	\$1.05	\$1.20	\$1.50
Public Safety	\$0.18	\$0.24	\$0.30	\$0.36	\$0.42	\$0.48	\$0.60
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
Nonpayment of expired paid parking
- (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.
- (7) Back-In Parking Violation.....\$60.00
- (8) ADA Parking Violations\$250.00
- (9) Fire Lane Violations\$250.00

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

The Fourth of July
Additional event days as authorized
by the BOCC by resolution.

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. *City-wide parking rate..... \$4.00/hr (minimum)*

I. Overnight Parking 24-Hour Parking Session..... \$96.00/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. Parking Prohibition Area - *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 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

High Hazard as defined by the Fire Marshal-Annual

Low Hazard as defined by the Fire Marshal-Biennial

(1) Places of Assembly (Posted Occupant Load):

- a. Low Hazard Up to 49 People\$50.00
- b. Low Hazard 50 – 149 People \$100.00
- c. Low Hazard 150 People or More..... \$150.00
- d. High Hazard Up to 49 People \$100.00
- e. High Hazard 50 – 149 People \$150.00
- f. High Hazard 150 People or More..... \$250.00

(2) Residential structures, hotel/motel, timeshare, rentals/resort rentals (5 units or greater)

- a. Low Hazard 5 – 10 Units..... \$100.00
- b. Low Hazard 11 – 20 Units \$150.00
- c. Low Hazard 21 – 49 Units..... \$200.00
- g. Low Hazard 50 or More Units \$350.00
- h. High Hazard 5 – 10 Units..... \$150.00
- i. High Hazard 11 – 20 Units \$200.00
- j. High Hazard 21 – 49 Units..... \$250.00
- k. High Hazard 50 or More Units \$350.00

(3) Automotive and/or Marine Service, Fueling or Storage Facilities..... ~~\$200.00~~ \$250.00

~~(4) Automotive and/or Marine Fueling Facilities..... \$200.00~~

(5) Standalone Single Business: Low Hazard

- a. Up to 2,499 sq. ft.....\$50.00
- b. ~~2,000~~ 2,500 or more sq. ft..... \$100.00

(6) Standalone Single Business: High Hazard

- a. Up to 2,499 sq. ft. \$100.00
- b. 2,500 or more sq. ft. \$150.00

(7) Multiple Commercial/Businesses: High Hazard

- a. Unoccupied, per suite.....\$25.00
- b. Occupied, per suite.....\$50.00
- (8) Storage Facilities: High Hazard
 - a. Up to 4,999 sq. ft..... \$200.00
~~\$100.00~~
 - b. 5,000 or more sq. ft..... \$300.00
~~\$200.00~~
- (9) Subsequent Fee for Each Return Inspection for Compliance \$50.00 ~~\$30.00~~
- (10) Fire Department Red Tag/Stop Work Order \$100.00
~~\$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. (\$25.00 Fee covers the cost of the CPR card upon successful completion)**
 - (1) Resident.....\$25.00
 - (2) Non-resident.....\$50.00
 - (3) Government Municipalities, Partner Organizations, etc.....\$25.00
- 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) \$150.00
~~\$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)..... \$200.00
~~\$100.00~~
- F. Short Term Vacation Rental Inspection Fees - Annual (Air BNB, VRBO, etc.).....\$100.00**
 - (1) Single Family Apartment/Condo\$100.00
 - (2) Single Family Residential Home (up to three bedrooms).....\$150.00
 - (3) Single Family Residential Home (more than three bedrooms\$250.00

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. 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. Boca View Hall w/ patio (*security deposit \$200.00.00*)..... \$200.00/hr.
 - ii. Ocean Walk Room (*security deposit \$200.00*) \$100.00/hr.
 - iii. Starboard Room (*security deposit \$200.00*).....\$50.00/hr.
 - iv. Outside Deck (*security deposit \$400.00*)..... \$100.00/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*) \$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. Security deposit may be refunded within thirty (30) days following an event.
- a. Recreation Center Rooms (security deposits are refundable)
 - i. Boca View Hall w/ patio (*security deposit \$200.00*)..... \$225.00/hr.
 - ii. Ocean Walk Room (*security deposit \$200.00*) \$125.00/hr.
 - iii. Starboard Room (*security deposit \$200.00*).....\$75.00/hr.
 - iv. Outside Deck (*security deposit \$200.00*)..... \$125.00/hr.
 - b. City Hall Rooms (security deposits are refundable):
 - i. City Centre Room (*security deposit \$400.00*) \$275.00/hr.
(*includes use of outside deck & restrooms*)
 - ii. Commission Chambers* (*security deposit \$200.00*) \$125.00/hr.
 - *ONLY as a backup space for outside reservations negatively impacted by weather.**
 - c. Resident discount on hourly rates.
- (3) Cleaning Fees (*per location*).....\$100.00

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 premise 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
 - o Each additional cart per month.....\$14.00
 - ii. 96 Gallon Cart\$45.74
 - o 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
 - o Each additional cart per month.....\$14.00

- iv. Each additional service per week, per month (96 gallon cart)\$16.00

- v. Sunday collections are double the additional service rate.

- vi. Replacement Toter fee\$75.00

- vii. Accounts classified as multifamily dwelling, or hotel, motel or motor lodge may elect to be charged for garbage and trash removal services in conformity with the commercial rates defined in this section but in no case shall less than one can per unit be elected. It is the burden of the property owner to notify the city of such election. Those establishments electing the commercial or bulk rate shall have the option of changing the type of service by giving 30 days' notice. Requests for changes in service shall be in writing and addressed to the city. The city reserves the right to determine the number of cans, the number and size of containers and/or frequency of disposal, with applicable charges, during any period of the year, for commercial containers.

- c. Bulk item removal. Any item identified in section 54-33 regarding the removal of other waste and non-combustible refuse will be collected by the city, for a minimum disposal fee of \$50.00 plus \$10.00 for each item picked up

- d. Unlawful/Illegal Dumping\$250.00

- e. Bulk waste. Noncombustible refuse in excess of normal weekly limits, by either residential or commercial establishments shall be picked up at the rate of \$50.00 per hour per collection day, based on elapsed time of collection, plus allowances for disposal run and dump charges. Such charges shall also be made to homes having more than normal trash collection.

(2) Recycling service fees (Commercial)

- a. Condominium properties shall be billed based on direct costs incurred by the City to provide recycling service through its contractual service provider.

(3) Billing.

It is the property owner's responsibility to pay charges against the property. It shall be at the discretion of the city to determine the appropriate billing party. Upon request, the city will attempt to bill tenants, but only if the owner signs a statement acknowledging his responsibility for the charges generated, along with the information necessary so that they may be contacted at the point wherever a delinquency occurs. The city reserves the right to bill the property owner, if it so chooses, regardless of circumstances surrounding the account.

(4) Owner's liability.

If the premises are sold, any remaining claims by the city for garbage and trash services not settled at time of transfer of ownership of the property shall become the responsibility of the new owner. This applies equally to the sale or foreclosure of any property and represents charges for service presently or previously provided. On all premises, the owner of such premises shall be liable for all garbage and trash service charges against the property irrespective of whether such premises is occupied by owner, tenant, or vacant. The occupation of fully constructed premises shall be irrelevant to the liability of the owner and/or occupant for the charges as provided for in this section. The schedule of charges shall be imposed on all fully constructed premises, whether occupied or not, and regardless of volume of garbage or trash generated. Liability for payment shall begin on the date of ownership of property.

(5) Payment, penalties, delinquency constitutes lien against property.

(Code 1983, §19-511)

All garbage and trash fees are due and payable upon receipt. Bills not paid within 30 days of the billing date will be considered delinquent and shall constitute grounds for filing a lien against the property with the clerk of the circuit court. Bills that arrive after the 30-day deadline will be assessed penalty interest on the next bill. It is the owner's responsibility to see that the payment arrives within the 30-day billing period. Bills not paid within 30 days shall have penalty interest added at the rate of 1½ percent per month beyond the delinquency date (30days).

B. Stormwater Utility Management

(1) Created.

A stormwater management utility fee, also referred to in this section as "fee" was created and imposed on all developed property within the city for services and facilities provided by the stormwater management program. For the purposes of imposing the fee, all developed property within the city shall be classified into the following three classes:

- a. Residential Property
- b. Non-Residential Property
- c. Mixed Use Property

The Public Works Director will, from time to time, prepare a list of property within the City and assign a classification of residential or nonresidential property.

(2) Schedule of Rates

(Res. 05.20, 09/14/2005)

- (1) The EDU rate shall be ~~\$10.00~~ **\$20.00** per month for each EDU.
- (2) The stormwater management utility fee shall be calculated for each developed property as follows:

- i. The fee for property consisting solely of dwelling units is the rate of one EDU multiplied by the number of dwelling units existing on the property. That is:

$$\text{Fee} = (\text{EDU rate}) \times (\text{Number of dwelling units})$$

- ii. The fee of a property with no dwelling units is the rate of one EDU multiplied by the numerical factor. The numerical factor is obtained by dividing the total impervious area in square feet of the nonresidential property by 1,249 square feet. The resulting calculation is:

$$\text{Fee} = (\text{EDU rate}) \times (\text{Impervious area expressed in square feet}) / 1,249 \text{ square feet, but not less than the rate for one EDU}$$

****Fractional remainders***

- iii. The fee for mixed use property (dwelling units and commercial) is the rate of one EDU multiplied by the number of dwelling units existing on the property. The total on-site impervious is then compared to the impervious area allocated to dwelling units by multiplying the number of dwelling units X 1,249 square feet per dwelling unit and subtracting the resulting square footage of impervious area from the total impervious area. If the remaining impervious area is zero or negative, the fee is the EDU rate multiplied by the number of dwelling units.

If the remaining impervious area is greater than zero, then the additional fee for the remaining impervious area is calculated under subsection (2)(b) of this section.

- (3) The minimum fee for developed property, whether residential or nonresidential, within the city is equal to the rate of one EDU subject to reduction as set forth in subsection (4) of this section.
- (4) On-site stormwater quality management facilities reduction shall be allowed and calculated as follows:
 - i. In order to encourage the improvement of the quality of stormwater runoff, a reduction in the stormwater management utility fee is authorized for those developed properties which are addressed by a stormwater management facility designed and constructed for the purpose of stormwater pollution reduction.
 - ii. A reduction in fee is allowed for a particular developed property only if the stormwater runoff from the property is treated by a stormwater management facility that has been designed, constructed, and is maintained properly for the purpose of stormwater pollution reduction and adheres to the drainage requirements of the ten-year frequency, 60-minute storm event. If it is determined by the Director of Community Services that the stormwater

management facility has not been, nor is currently being, properly maintained as designed, the Director of Community Services may disallow the on-site stormwater management facility credit.

- iii. Specific stormwater treatment facilities that qualify for this reduction include, but are not limited to, retention or filtration ponds; front, rear, and side lot swales; mechanical treatment or separation facilities; or extensive improvement in the amount of pervious surfaces by the use of turf-block for parking areas, driveways, patios and sidewalks.
- iv. For applicable properties, the fee shall be reduced by 25 percent. The reduced fee will, therefore, be calculated as the fee determined in this subsection multiplied by the factor of 0.75 (Fee X0.75).

(3) Billing, Collecting, Delinquency, and Penalty

- a. Bills for stormwater service shall be rendered bimonthly by the county water system as agent for the city. The fixed monthly charge shall be payable in advance.
- b. If any bill shall not be paid within seven days after the date it has been declared delinquent, water service to the premises shall be disconnected until such delinquent account is paid in full, including all applicable disconnection and reconnection charges.
- c. Statements for the stormwater management utility fee shall be payable at the same time and in the same manner and subject to the same penalties as they are otherwise set forth for other utility fees administered by the city. The property owner or fee payer will be notified of any delinquency in the payment of the stormwater management utility fee in the same manner that delinquent water, garbage and sewer bills are notified and the failure to pay such fee as is otherwise provided in the statement rendered to the payer shall subject the property to the discontinuance of water, garbage and sewer services and shall subject the fee payer to all other penalties and charges provided relative to the discontinuance of such utility services.
- d. The administrative appeal and hearing procedure applicable to the discontinuance of utility services shall be applicable to the discontinuance of such services for the nonpayment of the stormwater management utility fee.

(4) Adjustments of fees.

(Code 1983, §19-512)

- a. Any owner, tenant or occupant who has paid the rendered fee and who believes that the fee is in error may, subject to the limitations set forth in this division, submit an adjustment request to the Public Works Director.
 - i. Adjustment requests shall be made in writing and shall set forth in detail the grounds upon which the belief is based.

- ii. The Public Works Director shall review the adjustment request within 90 days of the submittal of the request and shall respond in writing to the requesting fee payer, either denying or granting the request with the reason therefore stated in such response.
 - iii. The rate adjustment, if granted, will apply retroactively to the date at which the erroneous information was applied to the fee payer's fee, but will not exceed one year prior to the adjustment request.
 - iv. Upon denial of the adjustment request, the owner, tenant, or occupant making the original adjustment request may, within 30 days of the receipt of denial, petition for a review of the adjustment request by the board of adjustment. The board of adjustment shall review the adjustment request in accordance with the provisions set forth in the City Code, Chapter 2, as well as the documented evidence provided in the original adjustment request and supplemental evidence requested by the Director of Community Services or provided by the fee payer prior to the decision made by the Director of Community Services. Within 60 days of the petition the board of adjustment shall in writing, either grant or deny the petition. If the petition is granted, the Public Works Director will apply the adjustment to the fee for the requesting customer for the retroactive period identified by the board of adjustment.
- b. The Public Works Director, upon discovering an error or oversight in the calculation of the fee, may initiate an adjustment request. The request must be made in writing documenting the reasons for the adjustment. In the event that the adjustment would require the increase in fee for a fee payer, the Public Works/Marina Director must provide the adjustment request to the affected fee payer 30 days prior to adjusting the fee and offer the fee payer an opportunity within the stated 30 days to provide reasons why the adjustment should not be made. An increase or decrease in fee shall not be retroactively effective more than one year from the date of adjustment.

(5) Sec. 70-156. - Enforcement.

- a. *Civil penalties.* Any violation of any provision of this article, or of any regulation or order issued under this article, shall be subject to a civil penalty not less than \$50.00 or more than \$500.00 per day, or imprisonment of up to 60 days, or both such fines 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..... ~~\$2.34~~ ~~\$2.10~~/foot/day
- (2) Transient Wet Slip per week..... ~~\$12.00~~ ~~\$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 ~~\$15.50~~ ~~\$13.50~~/foot/month
- (6) Boat Lift ~~\$19.00~~ ~~\$17.00~~/foot/month
- (7) Wet Slip Commercial non-live-aboard ~~wet slip~~ ~~\$16.50~~ ~~\$14.50~~ /foot/month
- (8) Wet Slip Live – aboard ~~\$23.00~~ ~~\$20.00~~/foot/month
- (9) Dry Storage – under 26’ boat length..... ~~\$186.92~~ ~~\$172.90~~/month

- (10) Dry Storage – 26'+ boat length ~~\$233.64~~ ~~\$210.28~~/month
- (11) Resident Dry Storage (*Limited to Madeira Beach Residents Only*) ~~\$140.19~~ ~~\$130.84~~/month
- (12) Dry storage for non-motorized boat* ~~\$28.04~~ ~~\$28.17~~/month
 *a. *Kayaks, canoes, and small boat that can be carried by one (1) person.*
- (13) Boat Ramp Fees
- a. Launch (~~no parking~~) \$4.67/day
 - b. Launch and Park ~~\$18.69~~ ~~\$14.02~~/day
 - c. Holiday Launch and Park ~~\$23.36~~ ~~\$18.69~~/day
 - d. Resident Launch (~~no parking~~ ~~New~~) \$1.87
 - e. Resident Launch & Park (~~per day~~) (~~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

Parking Department:

Item 7A.

2025-18 (old)	2026-08 new)																						
<i>E. Parking fines and penalties.</i> 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) <table> <tr> <td>(1) Overtime Parking</td><td>\$60.00</td></tr> <tr> <td>(2) Double Parking</td><td>\$80.00</td></tr> <tr> <td>(3) Parking in a "NO PARKING" Zone</td><td>\$90.00</td></tr> <tr> <td>(4) Other Improper Parking</td><td>\$90.00</td></tr> <tr> <td>(5) Delinquency Fee (After 15 Days)</td><td>\$30.00</td></tr> </table> (6) Disabled Parking Permit Sec. 66-52(c), Code of Ordinances <i>Note: A Parking enforcement officer can ticket every hour for repeat violations.</i> <i>F. Special event parking permit (daily permit) \$35.00</i> 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 The Fourth of July Memorial Day Additional event days as authorized by the BOCC by resolution. <i>G. Business Parking Permit (up to 4 permits/month/Business) per month \$40.00</i> Permit for any business with current Local Business Tax Receipt (BTR). <i>H. City-wide parking rate \$4.00/hr (minimum)</i>	(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	<i>E. Parking fines and penalties.</i> 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) <table> <tr> <td>(1) Overtime Parking</td><td>\$60.00</td></tr> <tr> <td><i>Nonpayment of expired paid parking</i></td><td></td></tr> <tr> <td>(2) Double Parking</td><td>\$80.00</td></tr> <tr> <td>(3) Parking in a "NO PARKING" Zone</td><td>\$90.00</td></tr> <tr> <td>(4) Other Improper Parking</td><td>\$90.00</td></tr> <tr> <td>(5) Delinquency Fee (After 15 Days)</td><td>\$30.00</td></tr> </table> (6) Disabled Parking Permit Sec. 66-52(c), Code of Ordinances. (7) <u>Back-In Parking Violations</u> <u>\$60.00</u> (8) <u>ADA Parking Violations</u> <u>\$250.00</u> (9) <u>Fire Lane Violations</u> <u>\$250.00</u> <i>Note: A Parking enforcement officer can ticket every hour for repeat violations.</i> <i>F. Special event parking permit (daily permit) \$35.00</i> 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 The Fourth of July Memorial Day Additional event days as authorized by the BOCC by resolution. <i>G. Business Parking Permit (up to 4 permits/month/Business) per month \$40.00</i> Permit for any business with current Local Business Tax Receipt (BTR).	(1) Overtime Parking	\$60.00	<i>Nonpayment of expired paid parking</i>		(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
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I. **Overnight Parking**
\$96.00/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 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)

H. **City-wide parking rate** \$4.00/hr (minimum)

I. ~~Overnight Parking~~ **24-Hour Parking Session**
\$96.00~~/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. **Parking Prohibition Area** - 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 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)

Stormwater Department:

Item 7A.

2025-18 (old)	2026-08 (new)
(1) The EDU rate shall be \$10.00 per month for each EDU.	(1) The EDU rate shall be \$20.00 per month for each EDU.

Fire Department:

Item 7A.

2025-18 (old)	2026-08 (new)
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	A. Fire & Life Safety Inspection High Hazard as defined by the Fire Marshal-Annual Low Hazard as defined by the Fire Marshal-Biennial (1) Places of Assembly (Posted Occupant Load): a. Low Hazard Up to 49 People \$50.00 b. Low Hazard 50 – 149 People \$100.00 c. Low Hazard 150 People or More \$150.00 d. High Hazard Up to 49 People \$100.00 e. High Hazard 50 – 149 People \$150.00 f. High Hazard 150 People or More \$250.00 (2) Residential structures, hotel/motel, timeshare, rentals/resort rentals (5 units or greater) a. Low Hazard 5 – 10 Units \$100.00 b. Low Hazard 11 – 20 Units \$150.00 c. Low Hazard 21 – 49 Units \$200.00 g. Low Hazard 50 or More Units \$350.00 h. High Hazard 5 – 10 Units \$150.00 i. High Hazard 11 – 20 Units \$200.00 j. High Hazard 21 – 49 Units \$250.00 k. High Hazard 50 or More Units \$350.00 (3) Automotive and/or Marine Service, Fueling or Storage Facilities \$250.00 (4) Automotive and/or Marine Fueling Facilities \$200.00 (4) Standalone Single Business: Low Hazard a. Up to 2,499 sq. ft \$50.00 b. 2,500 or more sq. ft. \$100.00 (5) Standalone Single Business: High Hazard a. Up to 2,499 sq. ft. \$100.00 b. 2,500 or more sq ft. \$150.00 (6) Multiple Commercial/Businesses: High Hazard a. Unoccupied, per suite \$25.00 b. Occupied, per suite \$50.00 (7) Storage Facilities: High Hazard a. Up to 4,999 sq. ft \$200.00 b. 5,000 or more sq. ft \$300.00 (8) Subsequent Fee for Each Return Inspection for Compliance \$50.00

(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	(9) Fire Department Red Tag/Stop Work Order \$100.00 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. (\$25.00 Fee covers the cost of the CPR card upon successful completion) (1) Resident \$25.00 (2) Non-resident \$50.00 (3) Government entities, municipalities, partner organizations, etc. \$25.00 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) \$150.00 (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) \$200.00 F. Short Term Vacation Rental Inspection Fees - Annual (Air BNB, VRBO, etc.) (1) Single Family Apartment/Condo \$100.00 (2) Single Family Residential Home (up to three bedrooms) \$150.00 (3) Single Family Residential Home (more than three bedrooms) \$250.00
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Marina Department:

Item 7A.

Fees for the Madeira Beach Municipal Marina shall be as follows (each of these fees are subject to all applicable sales taxes):

2025-18 (old)		2026-08 (new)	
(1)	Transient Wet Slip per day \$2.10/foot/day	(1)	Transient Wet Slip per day \$2.34 /foot/day
(2)	Transient Wet Slip per week \$11.00/foot/week	(2)	Transient Wet Slip per week \$12.00/foot/week
(3)	Transient Dry Storage	(3)	Transient Dry Storage
a.	Regular per day \$28.04/day	a.	Regular per day \$28.04/day
b.	Holidays and/or weekends per day \$37.38/day	b.	Holidays and/or weekends per day \$37.38/day
(4)	Transient Dry Storage \$257.01 /month	(4)	Transient Dry Storage \$257.01 /month
(5)	Wet Slip non-Live-aboard \$13.50/foot/month	(5)	Wet Slip non-Live-aboard \$15.50 /foot/month
(6)	Boat Lift \$17.00/foot/month	(6)	Boat Lift \$19.00/foot/month
(7)	Commercial non-live-aboard wet slip /foot/month \$14.50	(7)	Wet Slip Commercial non-live-aboard \$16.50 /foot/month
(8)	Wet Slip Live – aboard \$20.00/foot/month	(8)	Wet Slip Live – aboard \$23.00/foot/month
(9)	Dry Storage – under 26' boat length \$172.90/month	(9)	Dry Storage – under 26' boat length \$186.92/month
(10)	Dry Storage – 26'+ boat length \$210.28/month	(10)	Dry Storage – 26'+ boat length \$233.64 /month
(11)	Resident Dry Storage (Limited to Madeira Beach Residents Only) \$130.84/month	(11)	Resident Dry Storage (Limited to Madeira Beach Residents Only) \$140.19/month
(12)	Dry storage for non-motorized boat* \$28.17/month	(12)	Dry storage for non-motorized boat* \$28.04/month
a.	*Kayaks, canoes, and small boat that can be carried by one (1) person.	a.	*Kayaks, canoes, and small boat that can be carried by one (1) person.
(13)	Boat Ramp Fees	(13)	Boat Ramp Fees
a.	Launch \$4.67/day	a.	Launch (no parking) \$4.67/day
b.	Launch and Park \$14.02/day	b.	Launch and Park \$18.69/day
c.	Holiday Launch and Park \$18.69/day	c.	Holiday Launch and Park \$23.36/day
d.	Resident Launch (New) \$1.87	d.	Resident Launch (no parking) \$1.87
e.	Resident Launch & Park (New) \$9.35	e.	Resident Launch & Park (per day) \$9.35



Memorandum

Meeting Details: July 22, 2026

Prepared For: Hon. Mayor Brooks & Board of Commissioners

Staff Contact: Mike Helfrich, City Manager

Subject: Amendment to Aclarian Consulting Agreement

Background

Aclarian has provided outsourced Finance Director services for the City since July 2020. Aclarian's contractual services agreement expires at the end of fiscal year 2026 and continues on a month-to-month basis unless terminated by either party with thirty (30) days written notice or extended by a separate agreement.

The amendment to the Aclarian consultant agreement will extend through fiscal year 2027 at a fixed fee of \$8,800 per month. Aclarian will continue to appoint Andrew Laflin to be responsible for assuming the duties of the Director of Finance and City Treasurer, as described in Article V, Section 5.5, of the City's Charter. Mr. Laflin has assumed this position since the inception of Aclarian's services to the City in June 2020.

Fiscal Impact

The Consultant Agreement stipulates a fixed monthly fee of \$8,800 per month for Finance Director services, which equates to \$105,600. This is a 2.3% increase from the prior year's annual cost of \$103,200. Alternatively, the City's annual cost to hire a full-time employee for this position, including payroll taxes and benefits, could range between \$150,000 and \$180,000 annually.

Recommendation(s)

Staff recommends approval of the Amendment to the Aclarian Consulting Agreement as presented.

Attachments

- Third Amendment to Aclarian Consulting Agreement

Exhibit A

Ordinance ~~2025-18~~ 2026-08



FEES & COLLECTION PROCEDURE MANUAL

(Updated Through Ordinance 2026-08)

Office of the City Clerk

Adopted: July 10, 2026

FEES & COLLECTION PROCEDURE MANUAL

(UPDATED THROUGH ORDINANCE ~~2025-18~~ 2026-08)

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

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

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

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

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

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

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

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

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

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

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

CUSTODIAN OF PUBLIC RECORDS

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

RECORDS CUSTODIANS

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

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

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. 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
 (one and two-family dwellings, and townhouses)\$1,800.00
- (2) Zoning variances for multifamily, tourist dwellings, or commercial\$2,000.00
- (3) Special exception use\$1,800.00
- (4) Appeal of decision (appeal is refundable if decision is overruled).....\$1,500.00

(5) After-the-fact variance and special exception use shall be two (2) times the variance or special exception use fee (*Ordinance 2016-06*)

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

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

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

(1) Review of construction drawings \$500.00

(2) Replat \$500.00

(3) Final \$500.00

(4) Amendment to a plat \$500.00

(5) Minor subdivision \$350.00

(6) Lot line adjustments \$200.00

(7) Unity of title \$100.00

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

E. *Vacation. (Not including costs associated with referendum)*
(Res. 2016-24, 07/12/2016, Res. 07.14, 06/26/2007; Res. 04.02, 01/27/2004)

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

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

F. *Site Plan and Redevelopment Process*
Level of site plan review to be determined in accordance with city land development ordinance and interpreted by development review staff.
(Res. 2016-24, 07/12/2016; Res. 07.14, 06/26/2007; Res. 04.02, 01/27/2004)

(1). Minor Site Plan Review \$500.00

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

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

(4) Administrative Waiver \$500.00

(5) Nonconforming structure encroachment, extension and additions (Sec 110-93(3)f)....\$1,000.00

G. Preliminary plan meetings – Base Fee..... \$250.00

Interpretation of regulations such as the land development regulations, intensity and density, nonconforming provisions, floodplain regulations, Florida Building Code, subdivision regulations, and/or Predevelopment review meetings. Such services would include up to one hour of meeting and or research of applicable development city staff or consultant(s). Time required above an hour or requiring the participation of additional staff, shall be charged at the rate of \$100.00 per hour. On-site consultation with planner, building official, permit technician, or Certified Flood Plain Manager (as needed; by request) requires an additional fee of \$100.00. Any formal letter prepared by city staff requires an additional fee of \$100.00.

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

Includes one hour of research. Additional research time shall be charged at the rate of \$100.00 per hour. (Res. 2016-24, 07/12/2016)

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

I. Land Development Regulations Amendment\$1,500.00
(Res. 2016-24, 07/12/2016)

J. Land Use Amendment\$3,000.00
(Res. 2016-24, 07/12/2016; Res. 07.14, 06/26/2007; Res. 04.02, 01/27/2004)

K. Rezoning.....\$2,000.00
(Res. 07-14, 06/26/2007)

L. Planned Development (PD) and Planned Development Amendments. (Res. 07.14, 06/26/2007)

(1) Development Meetings-Charged as Plan Review Meetings at the combined hourly rate of all staff assigned by the Community Development Director.

(2) Plan Review \$2,500.00

a. Each Subsequent Revision \$500.00

(3) Minor modifications not requiring full site plan, neighborhood/community meetings or zoning map amendment or amendment of the development agreement\$1,000.00

(4) Major modificationsTo 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 recording fees

N. Unaddressed Research Requests – Base Fee \$100.00

O. Short-term/Vacation Rental Certification Certificate of Compliance \$300.00

P. 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) Outdoor Cafes on Public Sidewalk Request \$175.00

Q. 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 \$30,000.00 or more 25% of total permit fees

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 current Florida Building Code.

(2) 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 & 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 March 26, 2026. The zero percent (0%) permit fee for Hurricane Helene and Hurricane Milton (2024) permits only applies if the property has not been sold since September 26, 2024, if the property has

a new owner since September 26, 2024, then the one percent (1%) permit is in effect.

The Board of Commissioners may vote to temporarily charge zero percent (0%) post-disaster permit fees and must include a start and end date.

- (3) 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.
- (4) Miscellaneous Fees:
 - a. Certificate of Occupancy and/or Certificate of Completion\$50.00
 - b. Change of contractor (all trades).....\$50.00
 - c. Change of use or occupancy..... \$100.00
 - i. Additional research time over one hour shall be charged at the rate of \$100.00 per hour.
 - d. Demolition of structure:
 - i. Demolition base fee (up to 5,000 sq. ft)..... \$200.00
 - ii. Structures over 5,000 sq. ft \$500.00
 - e. Early release of power (*before electrical final*).....\$50.00
 - f. Permit extension (*per extension*)\$50.00
 - g. Transfer of Permit \$50.00
 - h. Failed inspection(s) (*per inspection*)\$50.00
 - i. Floodplain or damage pre-permit inspection, Fire or Structural(*includes Trades*), and Building Code, Life & Health Safety..... \$150.00
 - j. After hours inspection (*beyond normal business hours*) \$250.00
 - k. Tagged property (yellow or red) and stop-work order (*per order*)..... \$100.00
 - l. Well/Test boring and abandonment application\$100.00
 - m. Building Safety/Milestone Report Review Fee\$250.00
- (5) "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.

Zero percent (0%) post-disaster related permits and post-disaster after-the-fact permits, as approved by the Board of Commissioners after a disaster, will be charged at the regular rate after the timeframe has expired.
- (6) 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.
- (7) 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.

(8) 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.

R. 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	FY202 6	FY 2027	FY 2028
Culture & Recreation	\$3.57	\$4.76	\$5.94	\$7.13	\$8.23	\$9.52	\$11.89
Mobility	\$0.45	\$0.60	\$0.75	\$0.90	\$1.05	\$1.20	\$1.50
Public Safety	\$0.18	\$0.24	\$0.30	\$0.36	\$0.42	\$0.48	\$0.60
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
<i>Nonpayment of expired paid parking</i>	
(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.
(7) <u>Back-In Parking Violation</u>	<u>\$60.00</u>
(8) <u>ADA Parking Violations</u>	<u>\$250.00</u>
(9) <u>Fire Lane Violations</u>	<u>\$250.00</u>

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

The Fourth of July
Additional event days as authorized
by the BOCC by resolution.

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. *City-wide parking rate* \$4.00/hr (minimum)

I. Overnight Parking 24-Hour Parking Session..... \$96.00/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. Parking Prohibition Area - *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 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

High Hazard as defined by the Fire Marshal-Annual

Low Hazard as defined by the Fire Marshal-Biennial

(1) Places of Assembly (Posted Occupant Load):

- a. Low Hazard Up to 49 People\$50.00
- b. Low Hazard 50 – 149 People \$100.00
- c. Low Hazard 150 People or More..... \$150.00
- d. High Hazard Up to 49 People \$100.00
- e. High Hazard 50 – 149 People \$150.00
- f. High Hazard 150 People or More..... \$250.00

(2) Residential structures, hotel/motel, timeshare, rentals/resort rentals (5 units or greater)

- a. Low Hazard 5 – 10 Units..... \$100.00
- b. Low Hazard 11 – 20 Units \$150.00
- c. Low Hazard 21 – 49 Units..... \$200.00
- g. Low Hazard 50 or More Units \$350.00
- h. High Hazard 5 – 10 Units..... \$150.00
- i. High Hazard 11 – 20 Units \$200.00
- j. High Hazard 21 – 49 Units..... \$250.00
- k. High Hazard 50 or More Units \$350.00

(3) Automotive and/or Marine Service, Fueling or Storage Facilities..... ~~\$200.00~~ \$250.00

~~(4) Automotive and/or Marine Fueling Facilities..... \$200.00~~

(5) Standalone Single Business: Low Hazard

- a. Up to 2,499 sq. ft.....\$50.00
- b. ~~2,000~~ 2,500 or more sq. ft..... \$100.00

(6) Standalone Single Business: High Hazard

- a. Up to 2,499 sq. ft. \$100.00
- b. 2,500 or more sq. ft. \$150.00

(7) Multiple Commercial/Businesses: High Hazard

- a. Unoccupied, per suite.....\$25.00
 - b. Occupied, per suite.....\$50.00
- (8) Storage Facilities: High Hazard
 - a. Up to 4,999 sq. ft.....\$200.00
~~\$100.00~~
 - b. 5,000 or more sq. ft.....\$300.00
~~\$200.00~~
- (9) Subsequent Fee for Each Return Inspection for Compliance\$50.00 ~~\$30.00~~
- (10) Fire Department Red Tag/Stop Work Order\$100.00
~~\$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. (\$25.00 Fee covers the cost of the CPR card upon successful completion)**
 - (1) Resident.....\$25.00
 - (2) Non-resident.....\$50.00
 - (3) Government Municipalities, Partner Organizations, etc.....\$25.00
- 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)\$150.00
~~\$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).....\$200.00
~~\$100.00~~
- F. Short Term Vacation Rental Inspection Fees - Annual (Air BNB, VRBO, etc.).....\$100.00**
 - (1) Single Family Apartment/Condo\$100.00
 - (2) Single Family Residential Home (up to three bedrooms).....\$150.00
 - (3) Single Family Residential Home (more than three bedrooms\$250.00

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. 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. Boca View Hall w/ patio (*security deposit \$200.00.00*)..... \$200.00/hr.
- ii. Ocean Walk Room (*security deposit \$200.00*) \$100.00/hr.
- iii. Starboard Room (*security deposit \$200.00*).....\$50.00/hr.
- iv. Outside Deck (*security deposit \$400.00*)..... \$100.00/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*) \$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. Security deposit may be refunded within thirty (30) days following an event.

- a. Recreation Center Rooms (security deposits are refundable)
 - i. Boca View Hall w/ patio (*security deposit \$200.00*)..... \$225.00/hr.
 - ii. Ocean Walk Room (*security deposit \$200.00*) \$125.00/hr.
 - iii. Starboard Room (*security deposit \$200.00*).....\$75.00/hr.
 - iv. Outside Deck (*security deposit \$200.00*)..... \$125.00/hr.
- b. City Hall Rooms (security deposits are refundable):
 - i. City Centre Room (*security deposit \$400.00*) \$275.00/hr.
(*includes use of outside deck & restrooms*)
 - ii. Commission Chambers* (*security deposit \$200.00*) \$125.00/hr.

***ONLY** as a backup space for outside reservations negatively impacted by weather.

- c. Resident discount on hourly rates.

(3) Cleaning Fees (*per location*).....\$100.00

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 premise 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
 - o Each additional cart per month.....\$14.00
 - ii. 96 Gallon Cart\$45.74
 - o 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
 - o Each additional cart per month.....\$14.00

- iv. Each additional service per week, per month (96 gallon cart)\$16.00

- v. Sunday collections are double the additional service rate.

- vi. Replacement Toter fee\$75.00

- vii. Accounts classified as multifamily dwelling, or hotel, motel or motor lodge may elect to be charged for garbage and trash removal services in conformity with the commercial rates defined in this section but in no case shall less than one can per unit be elected. It is the burden of the property owner to notify the city of such election. Those establishments electing the commercial or bulk rate shall have the option of changing the type of service by giving 30 days' notice. Requests for changes in service shall be in writing and addressed to the city. The city reserves the right to determine the number of cans, the number and size of containers and/or frequency of disposal, with applicable charges, during any period of the year, for commercial containers.

- c. Bulk item removal. Any item identified in section 54-33 regarding the removal of other waste and non-combustible refuse will be collected by the city, for a minimum disposal fee of \$50.00 plus \$10.00 for each item picked up

- d. Unlawful/Illegal Dumping\$250.00

- e. Bulk waste. Noncombustible refuse in excess of normal weekly limits, by either residential or commercial establishments shall be picked up at the rate of \$50.00 per hour per collection day, based on elapsed time of collection, plus allowances for disposal run and dump charges. Such charges shall also be made to homes having more than normal trash collection.

(2) Recycling service fees (Commercial)

- a. Condominium properties shall be billed based on direct costs incurred by the City to provide recycling service through its contractual service provider.

(3) Billing.

It is the property owner's responsibility to pay charges against the property. It shall be at the discretion of the city to determine the appropriate billing party. Upon request, the city will attempt to bill tenants, but only if the owner signs a statement acknowledging his responsibility for the charges generated, along with the information necessary so that they may be contacted at the point wherever a delinquency occurs. The city reserves the right to bill the property owner, if it so chooses, regardless of circumstances surrounding the account.

(4) Owner's liability.

If the premises are sold, any remaining claims by the city for garbage and trash services not settled at time of transfer of ownership of the property shall become the responsibility of the new owner. This applies equally to the sale or foreclosure of any property and represents charges for service presently or previously provided. On all premises, the owner of such premises shall be liable for all garbage and trash service charges against the property irrespective of whether such premises is occupied by owner, tenant, or vacant. The occupation of fully constructed premises shall be irrelevant to the liability of the owner and/or occupant for the charges as provided for in this section. The schedule of charges shall be imposed on all fully constructed premises, whether occupied or not, and regardless of volume of garbage or trash generated. Liability for payment shall begin on the date of ownership of property.

(5) Payment, penalties, delinquency constitutes lien against property.

(Code 1983, §19-511)

All garbage and trash fees are due and payable upon receipt. Bills not paid within 30 days of the billing date will be considered delinquent and shall constitute grounds for filing a lien against the property with the clerk of the circuit court. Bills that arrive after the 30-day deadline will be assessed penalty interest on the next bill. It is the owner's responsibility to see that the payment arrives within the 30-day billing period. Bills not paid within 30 days shall have penalty interest added at the rate of 1½ percent per month beyond the delinquency date (30days).

B. Stormwater Utility Management

(1) Created.

A stormwater management utility fee, also referred to in this section as "fee" was created and imposed on all developed property within the city for services and facilities provided by the stormwater management program. For the purposes of imposing the fee, all developed property within the city shall be classified into the following three classes:

- a. Residential Property
- b. Non-Residential Property
- c. Mixed Use Property

The Public Works Director will, from time to time, prepare a list of property within the City and assign a classification of residential or nonresidential property.

(2) Schedule of Rates

(Res. 05.20, 09/14/2005)

- (1) The EDU rate shall be ~~\$10.00~~ **\$20.00** per month for each EDU.
- (2) The stormwater management utility fee shall be calculated for each developed property as follows:

- i. The fee for property consisting solely of dwelling units is the rate of one EDU multiplied by the number of dwelling units existing on the property. That is:

$$\text{Fee} = (\text{EDU rate}) \times (\text{Number of dwelling units})$$

- ii. The fee of a property with no dwelling units is the rate of one EDU multiplied by the numerical factor. The numerical factor is obtained by dividing the total impervious area in square feet of the nonresidential property by 1,249 square feet. The resulting calculation is:

$$\text{Fee} = (\text{EDU rate}) \times (\text{Impervious area expressed in square feet}) / 1,249 \text{ square feet, but not less than the rate for one EDU}$$

****Fractional remainders***

- iii. The fee for mixed use property (dwelling units and commercial) is the rate of one EDU multiplied by the number of dwelling units existing on the property. The total on-site impervious is then compared to the impervious area allocated to dwelling units by multiplying the number of dwelling units X 1,249 square feet per dwelling unit and subtracting the resulting square footage of impervious area from the total impervious area. If the remaining impervious area is zero or negative, the fee is the EDU rate multiplied by the number of dwelling units.

If the remaining impervious area is greater than zero, then the additional fee for the remaining impervious area is calculated under subsection (2)(b) of this section.

- (3) The minimum fee for developed property, whether residential or nonresidential, within the city is equal to the rate of one EDU subject to reduction as set forth in subsection (4) of this section.
- (4) On-site stormwater quality management facilities reduction shall be allowed and calculated as follows:
 - i. In order to encourage the improvement of the quality of stormwater runoff, a reduction in the stormwater management utility fee is authorized for those developed properties which are addressed by a stormwater management facility designed and constructed for the purpose of stormwater pollution reduction.
 - ii. A reduction in fee is allowed for a particular developed property only if the stormwater runoff from the property is treated by a stormwater management facility that has been designed, constructed, and is maintained properly for the purpose of stormwater pollution reduction and adheres to the drainage requirements of the ten-year frequency, 60-minute storm event. If it is determined by the Director of Community Services that the stormwater

management facility has not been, nor is currently being, properly maintained as designed, the Director of Community Services may disallow the on-site stormwater management facility credit.

- iii. Specific stormwater treatment facilities that qualify for this reduction include, but are not limited to, retention or filtration ponds; front, rear, and side lot swales; mechanical treatment or separation facilities; or extensive improvement in the amount of pervious surfaces by the use of turf-block for parking areas, driveways, patios and sidewalks.
- iv. For applicable properties, the fee shall be reduced by 25 percent. The reduced fee will, therefore, be calculated as the fee determined in this subsection multiplied by the factor of 0.75 (Fee X0.75).

(3) Billing, Collecting, Delinquency, and Penalty

- a. Bills for stormwater service shall be rendered bimonthly by the county water system as agent for the city. The fixed monthly charge shall be payable in advance.
- b. If any bill shall not be paid within seven days after the date it has been declared delinquent, water service to the premises shall be disconnected until such delinquent account is paid in full, including all applicable disconnection and reconnection charges.
- c. Statements for the stormwater management utility fee shall be payable at the same time and in the same manner and subject to the same penalties as they are otherwise set forth for other utility fees administered by the city. The property owner or fee payer will be notified of any delinquency in the payment of the stormwater management utility fee in the same manner that delinquent water, garbage and sewer bills are notified and the failure to pay such fee as is otherwise provided in the statement rendered to the payer shall subject the property to the discontinuance of water, garbage and sewer services and shall subject the fee payer to all other penalties and charges provided relative to the discontinuance of such utility services.
- d. The administrative appeal and hearing procedure applicable to the discontinuance of utility services shall be applicable to the discontinuance of such services for the nonpayment of the stormwater management utility fee.

(4) Adjustments of fees.

(Code 1983, §19-512)

- a. Any owner, tenant or occupant who has paid the rendered fee and who believes that the fee is in error may, subject to the limitations set forth in this division, submit an adjustment request to the Public Works Director.
 - i. Adjustment requests shall be made in writing and shall set forth in detail the grounds upon which the belief is based.

- ii. The Public Works Director shall review the adjustment request within 90 days of the submittal of the request and shall respond in writing to the requesting fee payer, either denying or granting the request with the reason therefore stated in such response.
 - iii. The rate adjustment, if granted, will apply retroactively to the date at which the erroneous information was applied to the fee payer's fee, but will not exceed one year prior to the adjustment request.
 - iv. Upon denial of the adjustment request, the owner, tenant, or occupant making the original adjustment request may, within 30 days of the receipt of denial, petition for a review of the adjustment request by the board of adjustment. The board of adjustment shall review the adjustment request in accordance with the provisions set forth in the City Code, Chapter 2, as well as the documented evidence provided in the original adjustment request and supplemental evidence requested by the Director of Community Services or provided by the fee payer prior to the decision made by the Director of Community Services. Within 60 days of the petition the board of adjustment shall in writing, either grant or deny the petition. If the petition is granted, the Public Works Director will apply the adjustment to the fee for the requesting customer for the retroactive period identified by the board of adjustment.
- b. The Public Works Director, upon discovering an error or oversight in the calculation of the fee, may initiate an adjustment request. The request must be made in writing documenting the reasons for the adjustment. In the event that the adjustment would require the increase in fee for a fee payer, the Public Works/Marina Director must provide the adjustment request to the affected fee payer 30 days prior to adjusting the fee and offer the fee payer an opportunity within the stated 30 days to provide reasons why the adjustment should not be made. An increase or decrease in fee shall not be retroactively effective more than one year from the date of adjustment.

(5) Sec. 70-156. - Enforcement.

- a. *Civil penalties.* Any violation of any provision of this article, or of any regulation or order issued under this article, shall be subject to a civil penalty not less than \$50.00 or more than \$500.00 per day, or imprisonment of up to 60 days, or both such fines 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..... ~~\$2.34~~ ~~\$2.10~~/foot/day
- (2) Transient Wet Slip per week..... ~~\$12.00~~ ~~\$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 ~~\$15.50~~ ~~\$13.50~~/foot/month
- (6) Boat Lift ~~\$19.00~~ ~~\$17.00~~/foot/month
- (7) Wet Slip Commercial non-live-aboard ~~wet slip~~ ~~\$16.50~~ ~~\$14.50~~ /foot/month
- (8) Wet Slip Live – aboard ~~\$23.00~~ ~~\$20.00~~/foot/month
- (9) Dry Storage – under 26’ boat length..... ~~\$186.92~~ ~~\$172.90~~/month

- (10) Dry Storage – 26'+ boat length ~~\$233.64~~ ~~\$210.28~~/month
- (11) Resident Dry Storage (*Limited to Madeira Beach Residents Only*) ~~\$140.19~~ ~~\$130.84~~/month
- (12) Dry storage for non-motorized boat* ~~\$28.04~~ ~~\$28.17~~/month
 *a. *Kayaks, canoes, and small boat that can be carried by one (1) person.*
- (13) Boat Ramp Fees
- a. Launch (~~no parking~~) \$4.67/day
 - b. Launch and Park ~~\$18.69~~ ~~\$14.02~~/day
 - c. Holiday Launch and Park ~~\$23.36~~ ~~\$18.69~~/day
 - d. Resident Launch (~~no parking~~ ~~New~~) \$1.87
 - e. Resident Launch & Park (~~per day~~) (~~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

THIRD AMENDMENT TO CONSULTANT AGREEMENT

THIS THIRD AMENDMENT TO CONSULTANT AGREEMENT ("Third Amendment") is entered into between the **City of Madeira Beach**, ("City") and **Aclarian LLC** ("Aclarian") whose address is 4240 W. Morrison Ave., Tampa, FL 33629 (collectively, the "Parties"), on the date that the last of the Parties executes this Second Amendment ("Effective Date"):

WHEREAS, the Parties entered into a Consultant Agreement dated November 13, 2023, and effective for an initial term ending on September 30, 2024 ("Agreement"); and

WHEREAS, the Parties executed a First Amendment to the Consultant Agreement dated November 14, 2024, which extended the term for 1 year, to expire on September 30, 2025 ("First Amendment"); and

WHEREAS, the Parties executed a Second Amendment to the Consultant Agreement dated October 2, 2025, which extended the term for 1 year, to expire on September 30, 2026 ("Second Amendment"); and

WHEREAS, the Parties wish to modify the terms of the Agreement and renew it for an additional 1-year term;

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

1. The term of the Agreement is extended for 1 year, to expire on September 30, 2027.
2. The fixed monthly compensation to be paid to Aclarian will be increased from \$8,600.00 to \$8,800.00.
3. Except as expressly set forth herein, all of the terms, covenants and conditions of the Agreement are hereby ratified and confirmed by the City and Aclarian, and each, by the execution of this Second Amendment, hereby signifies their intent to be bound thereby.
4. This Amendment may be signed in counterparts.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be executed and effective on the Effective Date.

Aclarian LLC

City of Madeira Beach, Florida

ANDREW LAFLIN, PRESIDENT [Signature]

MIKE HELFRICH, CITY MANAGER [Signature]

DATE

DATE

ATTEST:

Clara VanBlargan, City Clerk



Memorandum

Meeting Details: July 22, 2026

Prepared For: Mayor & Board of Commissioners

From: Megan Wepfer, Public Works Director

Subject: Amendment to RFP No. 26-05 – Marina Seawall Replacement #2 to
Include 129th Avenue (Area 5) Seawall Replacement

Background

The City previously awarded RFP No. 26-05 – Marina Seawall Replacement #2 to Speeler Companies for the replacement of multiple municipal seawalls. Speeler is currently under an active contract with the City and has demonstrated the specialized marine construction experience, equipment, and personnel necessary to complete seawall replacement projects efficiently.

During development of the Area 5 Roadway and Drainage Improvements Project, staff identified the City-owned seawall adjacent to the 129th Avenue City Park as being in need of replacement. The stormdrain that outfall from this seawall will also be replaced.

A separate proposal was previously obtained from Speeler Companies for replacement of approximately 40 linear feet of seawall at this location. The proposal includes:

- Installation of new vinyl sheet piling
- New tie-back anchoring system
- Reinforced concrete seawall cap
- Drainage system behind the seawall
- Concrete fill between the existing and proposed seawall
- Utility chase sleeves for future water and electrical services

The total construction cost for the seawall replacement is \$46,950, exclusive of engineering and permitting costs.

Staff has evaluated two options for completing this work:

Option 1 – Include the seawall replacement within the Area 5 Piggyback Agreement with Keystone Excavators

This option would require Keystone Excavators to subcontract specialty marine work or procure a separate marine contractor. This approach would likely include additional contractor markups, increased administrative coordination, and higher overall project costs.

Option 2 – Amend the existing Speeler Companies contract

Because Speeler Companies is already under contract with the City for municipal seawall construction, the City may amend the existing agreement to include the additional seawall replacement.

This option provides several advantages:

- Eliminates unnecessary contractor markups.
- Reduces procurement and contract administration costs.
- Utilizes a contractor specializing in marine construction.
- Maintains continuity of construction standards and materials.
- Allows better coordination with the Area 5 roadway project.
- Minimizes construction delays between seawall replacement and roadway improvements.
- Provides the most cost-effective solution for the City.

Staff believes this approach represents the best value while reducing overall project costs.

Fiscal Impact

The proposed contract amendment would add approximately **\$46,950** for construction of the seawall replacement at the 129th Avenue City Park location, with engineering and permitting to be addressed separately as required.

Staff anticipates this amendment will result in an overall savings to the City when compared to incorporating the seawall replacement into the Area 5 Piggyback Agreement, where additional subcontractor markups and administrative costs would be incurred.

Recommendation(s)

Staff recommends the Board authorize an amendment to the existing RFP No. 26-05 – Marina Seawall Replacement #2 contract with Speeler Companies to include the replacement of the City-owned seawall located at 129th Avenue (Area 5 City Park).

Amending the existing contract will utilize a qualified marine contractor already under contract with the City, reduce procurement and construction costs, improve project coordination with the Area 5 Roadway

Improvements Project, and provide the most cost-effective solution for completing this critical infrastructure improvement.

Attachments

- Speeler Foundation RFP 26-05 Bid Submittal
- Speeler Proposal



City of Madeira Beach

Request for Proposal (RFP)

RFP# 26-05

Marina Seawall Replacement Section #2

Due by 11:00 AM April 29th, 2026

City Hall

300 Municipal Drive

Madeira Beach, Florida 33708

PURPOSE AND INTRODUCTION

The City of Madeira Beach, Florida ("City") is requesting Proposals from Florida certified, licensed and otherwise qualified Contractors ("CONTRACTOR"), one of which may be selected by the City to enter into a Contract for the construction of a project known as **"RFP No. 26-05 Marina Seawall Replacement Section #2"** on City-owned property located at 503 150th Ave., 424 150th Ave., 14109 N Bayshore and the street end at 142nd and N Bayshore in Madeira Beach, Pinellas County, Florida. The subject site is located within the City of Madeira Beach. See attached plans for full specs. The Marina and 14109 N Bayshore will need to be demoed and rebuilt per the attached Approved Permit Drawings and Permit Conditions and the seawalls located at 424 150th and 142nd and N Bayshore will need to be repaired per the attached inspection reports. Permits will be acquired through the City of Madeira Beach.

MANDATORY PRE-BID MEETING

A **MANDATORY** Pre-Proposal Conference is scheduled for 11:30 a.m., on Thursday, March 26th, 2026, to be held on site at Madeira Beach Municipal Marina located at 503 150th Ave. in Madeira Beach, Florida. All persons and CONTRACTORS planning to submit a Proposal are required to attend this meeting, which will outline the project as described in this RFP and provide an opportunity for questions and answers for all interested persons. Contractors must allow sufficient time to ensure arrival prior to the indicated time. **PEOPLE ARRIVING PAST THE INDICATED TIME WILL NOT BE ELIGIBLE TO SUBMIT A PROPOSAL. PROPOSALS FROM THOSE WHO HAVE FAILED TO ATTEND WILL NOT BE OPENED.**

All Proposals must be submitted to the city in a sealed envelope and clearly marked: **"RFP No. 26-05 Marina Seawall Replacement Section #2"**. All Proposals must be received in the Office of the City Clerk no later than 11:00 a.m. on Wednesday, April 29th, 2026, where they will be opened in a public forum at 11:30 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.

Brian Crabtree
 Marina Manager
 503 150th Avenue
 Madeira Beach, Florida 33708
 (727) 399-2631 or (727) 409-0584
 bcrabtree@madeirabeachfl.gov

To submit a Request for Proposal, the submission must be **sealed and plainly marked "RFP No. 26-05 Marina Seawall Replacement Section #2" 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. March 12, 2026,	Request for Proposal (RFP) release date
B. March 26, 2026,	Mandatory Pre-Bid Meeting 11:30AM
C. March 31, 2026,	Questions due
D. April 7, 2026,	Answers / Clarification Posted
E. April 29, 2026,	Bid Due 11:00 AM at City Hall
F. April 29, 2026,	Bid Opening 11:30 AM at City Hall
G. May 20, 2026,	Tentative BOC Workshop Discussion
H. June 10, 2026,	Tentative Bid & Contract award

SUBMITTAL REQUIREMENTS

Proposals shall include the following:

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

ADDITIONAL CONDITIONS

- The "CITY" reserves the right to reject any or all proposals received, to request additional information, or to extend the deadline for submittals.
- Confidentiality of Documents: Upon receipt of proposals by the "CITY," the proposals shall become the property of the "CITY" without compensation to the proponent, for disposition or usage by the "CITY" at its discretion. Pursuant to Florida Statute, Section 119.071(1)(b)2, all proposals submitted shall be subject to review as public records 30 days from opening, or earlier if an intended decision is reached before the 30-days expires.
- Costs to Prepare Responses: The "CITY" assumes no responsibility or obligation to the respondents and will make no payment for any costs associated with the preparation or submission of these proposals. RFP 2024-03: On-Call Electrical Services 6
- Equal Employment Opportunity: During the performance of this Contract, the "CONTRACTOR" agrees as follows: The "CONTRACTOR" will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, place of birth, or physical handicap.

CONFLICT OF INTEREST DISCLOSURE

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

PUBLIC ENTITY CRIMES

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

SCOPE OF SERVICES

This request for proposal will include the replacement of the seawall and cap for 232 feet of seawall at the Madeira Beach Municipal Marina located at 503 150th avenue Madeira Beach. The seawall project is 232 linear feet in total, all within water 6' or less, measured from the bottom of the cap to the mudline. Project will include the temporary removal and replacement of all walkways to figure piers (4) and (1) gangway. All walkways and piers will match their original height to the seawall approximately 8 inches below the cap. Before work begins the contractor will survey the site for any utilities that will need to be

removed/disconnected during Construction. There are two main fuel supply lines that run underneath (24"-36" below) a concrete patch in the asphalt (see plans attached). Proper weight dispersion padding and care will need to be used while working in this area so not to damage the underground fuel lines. Any concrete damaged or removed during construction will need to be replaced to its original form. There is a 5-inch-tall curb, 115 linear foot in length that will need to be removed. This curb will need to be replaced with another 5-inch-tall curb totaling 135 linear feet installed with the proper drainage holes for storm water run-off. There is an old boat ramp that will need to be enclosed and filled in. A new section (30 feet) of seawall will need to be installed. The old ramp area will need to be filled with fill dirt, (see plans).

DESCRIPTION OF WORK

Marina Replacement: The 232 feet of seawall will need to be vinyl sheet piled. Seawall cap, tiebacks and dead men will need to be replaced or added. All dock finger piers (4 total) 12' long x 2' wide, will need new stringers and deck boards. Deck boards will need to be Azeck brand, Brownstone in color. Old boat ramp will need to be walled off and filled in, approximately 6,300 cubic feet of dirt. Any utilities that need to be moved or disconnected/reconnected will be identified by the contractor. Utilities will be disconnected/reconnected by the awarded contractor. See attached Design Plans.

CRITERIA FOR SELECTION OF CONTRACTORS

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

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

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

AWARD

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

PROPOSAL PACKAGE SECTIONS

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

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

STATEMENT OF QUALIFICATIONS

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

1. Name of Contractor: Douglas Speeler Jr
2. Name of Business (if different than #1): BCJ 2 LLC dba Speeler Foundations
3. Form of Entity: LLC
4. Permanent Main Office and Mailing addresses and pertinent contact information (phone, email, etc.):
6111 142nd Ave N Clearwater, FL 33760 Doug Speeler 727-535-5735 doug@speeler.com
5. Date Organized: Sept 2025
6. Where Organized: Clearwater, FL
7. How many years have you been engaged in the Marine Dock/Seawall building under your present name; also, state names and dates of previous business names, if any. BCJ 2 Sept 2025,
Speeler Foundations, Inc Sept 2000
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.: Marker One Marina, MHC Marker One LLC, One year
11. List your key personnel available for this contract.: Doug Speeler

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.

Doug
Authorized Signature

5/14/26
Date Signed

NOTARY

State of: Florida

County of: Pinellas

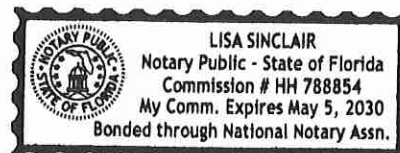
Sworn to and subscribed before me this 14th day of May, 2026

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

Signature of Notary *Lisa Sinclair*

My Commission Expires May 5 2030

(seal)





**SPEELER
COMPANIES**
DOCKS | LIFTS | SEAWALLS
BCJ 2 LLC dba Speeler Companies

Item 8A.

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

City of Madeira Beach
300 Municipal Dr
Madeira Beach, FL 33708

RE: RFP# 26-05 Marina Seawall Replacement Section #2

Speeler Foundations, Inc is a well-respected marine construction company located in Pinellas County, Florida that has been in business since 2000. Speeler Foundations, Inc has been operating under the name of BCJ 2 LLC dba Speeler Foundations since September 2025.

We have fifty-five (55) employees. Our employees have a wide range of marine construction experience; some have well over 22 years of experience.

Our work over the last 26 years spans residential, commercial and governmental projects. In addition to numerous residential projects, we have completed work for several municipalities including Madeira Beach, Gulfport, Clearwater, St Petersburg, Indian Shores, as well as the Florida Fish and Wildlife Commission, the St. Petersburg Sheriff's Dept, Pinellas County Water and Navigation and the U.S Coast Guard.

We believe that all of the above work experience puts us in a very good position to execute the requested work in a timely manner and with an excellent final product.

Thank you for the opportunity to bid this project. If there is any further information needed, please do not hesitate to contact us.

Respectfully Submitted

Douglas Speeler, Jr.
President/Contractor
BCJ 2 LLC dba Speeler Foundations



**SPEELER
COMPANIES**
DOCKS | LIFTS | SEAWALLS
BCJ 2 LLC dba Speeler Companies

Item 8A.

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

Madeira Beach Project LLC
555 150th Ave
Madeira Beach, FL 33708
The Denunzio Group
Mike Flood 617-945-2555
1525 Lineal Feet

Belleair Country Club
1 Country Club Ln
Belleair, FL 33756
Belleair Country Club
Ed Shaughnessy 727-641-4567
702 Lineal Feet

Madeira Beach Town Center
410 150th Ave
Madeira Beach, FL 33708
Karns Enterprises
Bill Karns 727-422-1016
414 Lineal Feet

City of Madeira Beach
300 Municipal Dr
Madeira Beach, FL 33708
RFP# 2023-14
Coastal Groins Restoration Project
22 Groins= +/- 4200 Lineal feet

City of Madeira Beach
300 Municipal Dr
Madeira Beach, FL 33708
RFP# 2024-03
City Owned Seawall Replacement and Repairs
702 Lineal Feet

REFERENCES

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

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

Contact Name Mike Flanigan

Business Name MHC Marker One LLC

Business Address 343 Causeway Blvd Dunedin, FL 34698

Contact Phone 813-542-9755

Contact Email mike_flanigan@equitylifestyle.com Other

Information (describe): Rebuild Marker One Marina and installation of new lifts

INSURANCE REQUIREMENTS

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

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

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

Owner's and Consultant's Protective Liability.

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

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

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

INDEMNIFICATION

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

REFERENCES

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

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

Contact Name Ed Shaughnessy

Business Name Belleair Country Club

Business Address One Country Club Way

Contact Phone 727-461-7171

Contact Email ed@belleaircc.com Other

Information (describe): Dock construction & boat lift installation

INSURANCE REQUIREMENTS

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

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REFERENCES

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

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

Contact Name Sam Lowrey

Business Name Gulfport Marina LLC- Marine Max

Business Address 6810 Gulfport Blvd S So. Pasadena 33707

Contact Phone 727-228-7672

Contact Email sam.lowrey@marinemax.com Other _____

Information (describe):

INSURANCE REQUIREMENTS

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

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REFERENCES

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

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

Contact Name Bob Lyons

Business Name Sunwest Construction - Multiple projects

Business Address 20001 Gulf Blvd Ste #1 Indian Shores 33785

Contact Phone 727-330-7772

Contact Email bob@sunwestconstructionllc.com Other

Information (describe):

INSURANCE REQUIREMENTS

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

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

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

INDEMNIFICATION

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

REFERENCES

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

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

Contact Name Terry Russell

Business Name Harborside Boat Club Madeira Beach

Business Address 20001 Gulf Blvd #5 Indian Shores 33785

Contact Phone 727-517-6143

Contact Email trussell@krmanagement.com Other

Information (describe): Dock rebuild

INSURANCE REQUIREMENTS

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

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

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

INDEMNIFICATION

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

NO COLLUSION

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

TERMINATION

The resulting contract may be canceled by the City when:

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

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

SUBMITTAL WITHDRAWAL

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

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

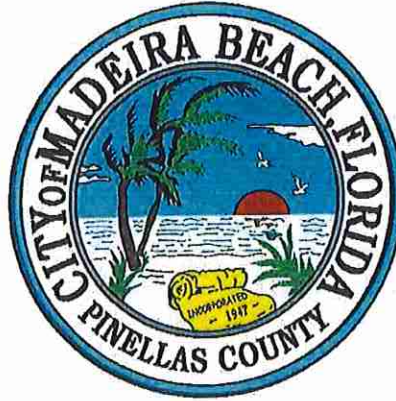
TAXES, FEES, CODES, LICENSING

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

COMPLIANCE WITH ALL APPLICABLE LAWS

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

PROPOSALS FORM



Name of "CONTRACTOR" Submitting Proposals BCJ 2 LLC dba Speeler Foundations

Name of Person Submitting Proposals Douglas Speeler Jr

PROPOSER ACKNOWLEDGMENT

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

BIDDER'S REPRESENTATIONS

In submitting this Bid, Bidder represents that:

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

Addendum No.	Addendum Date
<u>RFP #26-05 #2</u>	<u>April 10, 2026</u>
<u>RFP #26-05 #3</u>	<u>April 22, 2026</u>
<u>RFP #26-05 #4</u>	<u>5-7-2026</u>
<u>RFP#26-05 # 1</u>	<u>4/7/2026</u>

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

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

Signature 01578

Date May 14, 2026

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

“CONTRACTOR” PROFILE

BCJ 2 LLC dba Speeler Foundations

Submitted by (Company Name)

Circle one of the following: _____

Corporation ☒ Partnership ☐ Individual ☐ Joint Venture ☐

Partnership

Individual	Joint Venture
------------	---------------

Joint Venture

Other Describe: _____

Florida Contractor License Number: C-8853

Expiration Date: 9/30/2026 Unique Entity ID: _____ FEIN: 39-3346502

Office Location: 6111 142nd Ave N Clearwater, FL 33760

Number of people in your organization: 55

Length of time the Contractor has been doing business under this name in Florida: less than 1 years

Length of time your firm has provided services to governmental clients: Over 26 years

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

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

YES

NO

If yes, Include a detailed explanation.

HOLD HARMLESS AGREEMENT

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

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

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

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

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

Douglas Speeler Jr

Contractor/ "CONTRACTOR"- Printed Name

Signature

RFP #26-05 Marina Seawall Replacement Section 2

Project Name

Date

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

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

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

1. This sworn statement is submitted to the "CITY" of Madeira Beach
By Douglas Speeler Jr President/Contractor
(Print individual's name and title)
for BCJ 2 LLC dba Speeler Foundations
(Print name of entity submitting sworn statement)
whose business address is 6111 142nd Ave N Clearwater, FL 33760 and (if applicable) its
Federal Employer Identification Number (FEIN) is 39-3346502.
2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
 - c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
 - d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement (indicate which statement applies).

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

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

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

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

Authorized Signature

Date Signed May 14, 2026

State of: Florida

County of: Pinellas

Sworn to and subscribed before me this 14 day of May, 2026

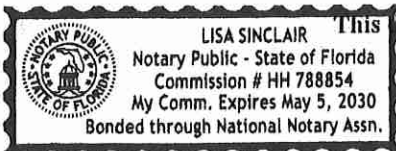
Personally Known Or Produced Identification

(Specify Type of Identification)

Signature of Notary

My Commission Expires May 5, 2030

(seal)



This document must be completed and returned with your submission.

IMMIGRATION AFFIDAVIT CERTIFICATION

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

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

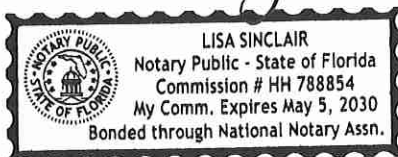
Consultant attests that they are fully compliant with all applicable immigration laws (specifically to the 1986 Immigration Act and subsequent Amendment(s)) and agrees to comply with the provisions of the Memorandum of Understanding with E-Verify and to provide proof of enrollment in The Employment Eligibility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

Company Name: BCJ 2 LLC dba Speeler Foundations
 Print Name: Douglas Speeler Jr Title: President/Contractor
 Signature: [Signature] Date: May 14, 2026
 State of: Florida
 County of: Pinellas
 Sworn to and subscribed before me this 14th day of May, 2026

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

Signature of Notary [Signature]
 My Commission Expires May 5, 2030

(seal)



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

BID TABULATION FORM – ADDENDUM#2 add on

Marina Seawall

Description	UNIT	EST. QUAN.	UNIT PRICE	AMOUNT
Cost of Material	LS	1	\$	\$ 72,200.00
Cost of Labor	LS	1	\$	\$ 72,200.00
Cost of Moving Utilities		1	\$	\$ 1,500.00
Cost of Dock/Pier Remove/Repair		1	\$	\$ 6,000.00
TOTAL Marina Project cost				\$ 151,900.00

Tom & Kitty Stuart Park Seawall- Include all Labor, Materials, and mobilization in both options

Option 1	\$ 39,750.00
Option 2	\$ 57,950.00

PROPOSED TOTAL BASE CONTRACT PRICE (Amount Written in numbers)

\$ 151,900.00

PROPOSED TOTAL BASE CONTRACT PRICE (Amount written in words) \$

One Hundred Fifty-One Thousand Nine Hundred Dollars

Signature: _____



Printed Name: Douglas Speeler Jr

Date: _____



Douglas R Speeler Jr
BCJ 2, LLC DBA SPEELER FOUNDATIONS
P.O. BOX 1767
LAKELAND, FL 33802





[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Limited Liability Company
BCJ 2 LLC

Filing Information

Document Number L25000317028
FEI/EIN Number 39-3346502
Date Filed 07/09/2025
State FL
Status ACTIVE

Principal Address

1508 GEORGE JENKINS BLVD
LAKELAND, FL 33815

Mailing Address

PO BOX 1767
LAKELAND, FL 33802

Registered Agent Name & Address

CLARK CAMPBELL LANCASTER WORKMAN & AIRTH PA
500 SOUTH FLORIDA AVENUE
SUITE 800
LAKELAND, FL 33801

Authorized Person(s) Detail

Name & Address

Title MGR

FULBRIGHT, CHRIS
4163 BERKLEY ROAD
AUBURNDALE, FL 33823

Annual Reports

Report Year	Filed Date
2026	02/18/2026

Document Images

[02/18/2026 -- ANNUAL REPORT](#)

[View image in PDF format](#)

[07/09/2025 -- Florida Limited Liability](#)

[View image in PDF format](#)

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Fictitious Name Search

No Filing History

Fictitious Name Detail

Fictitious Name

SPEELER FOUNDATIONS

Filing Information

Registration Number G25000114268
Status ACTIVE
Filed Date 09/03/2025
Expiration Date 12/31/2030
Current Owners 1
County MULTIPLE
Total Pages 1
Events Filed NONE
FEI/EIN Number NONE

Mailing Address

PO BOX 1767
LAKELAND, FL 33802

Owner Information

BCJ 2 LLC
PO BOX 1767
LAKELAND, FL 33802
FEI/EIN Number: 39-3346502
Document Number: L25000317028

Document Images

[09/03/2025 -- Fictitious Name Filing](#)[Previous on List](#) [Next on List](#) [Return to List](#)

Fictitious Name Search

No Filing History



SOUTMIL-04

Item 8A.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/5/2026

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 Snellings Walters Insurance Agency 5 Concourse Pkwy Suite 2700 Atlanta, GA 30328-5350	CONTACT NAME: Hollie Martin	
	PHONE (A/C, No, Ext): (470) 790-2280 4929	FAX (A/C, No):
	E-MAIL ADDRESS: hmartin@snellingswalters.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Indemnity Ins Co of N. America	
INSURED BCJ 2, LLC BCJ 3, LLC dba Speeler Foundations PO Box 1767 Lakeland, FL 33802	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Marine General Liab GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			N11201908	9/5/2025	9/5/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			N11201945	9/5/2025	9/5/2026	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N 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 \$
A	Hull Liability			N11201982	9/5/2025	9/5/2026	Protection/Indemnity 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 Eric Lawrence
--	---

CERTIFICATE OF LIABILITY INSURANCE							Date 1/5/2026		
Producer: Plymouth Insurance Agency 2739 U.S. Highway 19 N. Holiday, FL 34691 (727) 938-5562				This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies below.					
Insured: South East Personnel Leasing, Inc. & Subsidiaries 2739 U.S. Highway 19 N. Holiday, FL 34691				Insurers Affording Coverage			NAIC #		
				Insurer A: Lion Insurance Company			11075		
				Insurer B:					
				Insurer C:					
				Insurer D:					
				Insurer E:					
Coverages 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. Aggregate limits shown may have been reduced by paid claims.									
INSR LTR	ADDL INSRD	Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date (MM/DD/YY)	Limits			
		GENERAL LIABILITY				Each Occurrence \$			
		☐ Commercial General Liability				Damage to rented premises (EA occurrence) \$			
		☐ Claims Made ☐ Occur				Med Exp \$			
		General aggregate limit applies per:				Personal Adv Injury \$			
		☐ Policy ☐ Project ☐ LOC				General Aggregate \$			
		AUTOMOBILE LIABILITY				Products - Comp/Op Agg \$			
		☐ Any Auto				Combined Single Limit (EA Accident) \$			
		☐ All Owned Autos				Bodily Injury (Per Person) \$			
		☐ Scheduled Autos				Bodily Injury (Per Accident) \$			
		☐ Hired Autos				Property Damage (Per Accident) \$			
		EXCESS/UMBRELLA LIABILITY				Each Occurrence \$			
		☐ Occur ☐ Claims Made				Aggregate \$			
		☐ Deductible							
A	Workers Compensation and Employers' Liability Any proprietor/partner/executive officer/member excluded? NO If Yes, describe under special provisions below.		WC 71949	01/01/2026	01/01/2027	X	WC Statutory Limits		OTH-ER
						E.L. Each Accident		\$1,000,000	
						E.L. Disease - Ea Employee		\$1,000,000	
						E.L. Disease - Policy Limits		\$1,000,000	
Other		Lion Insurance Company is A.M. Best Company rated A (Excellent). AMB # 12616							
Descriptions of Operations/Locations/Vehicles/Exclusions added by Endorsement/Special Provisions:									Client ID: 93-69-275
Coverage only applies to active employee(s) of South East Personnel Leasing, Inc. & Subsidiaries that are leased to the following "Client Company": BCJ 2 LLC dba Speeler Foundations									
Coverage only applies to injuries incurred by South East Personnel Leasing, Inc. & Subsidiaries active employee(s), while working in: FL. Coverage does not apply to statutory employee(s) or independent contractor(s) of the Client Company or any other entity. A list of the active employee(s) leased to the Client Company can be obtained by emailing a request to certificates@lioninsurancecompany.com									
Project Name: ISSUE 01-05-26 (KD)									
									Begin Date: 9/7/2025
CERTIFICATE HOLDER				CANCELLATION					
CITY OF MADEIRA BEACH				Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.					
300 MUNICIPAL DRIVE									
MADEIRA BEACH, FL 33708									

EXHIBIT A

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

This sworn statement is submitted to the CITY OF MADEIRA BEACH by Douglas Speeler Jr President/Contractor
[print individual's name and title]

for BCJ 2 LLC dba Speeler Foundations

[print name of entity submitting sworn statement]

whose business address is: 6111 142nd Ave N Clearwater, FL 3360

and Federal Employer Identification Number (FEIN) is 39-3346502, 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.

Q. N. S. Jr.
Authorized Signature

Date Signed May 14/2026

State of: Florida

County of: Pinellas

Sworn to and subscribed before me this 14 day of May, 2026

Personally Known P or Produced Identification _____

(Specify Type of Identification)

[Signature] Signature of Notary

My Commission Expires May 5 2030



EXHIBIT B

DRUG FREE WORKPLACE CERTIFICATION

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

This sworn statement is submitted to the City of Madeira Beach by Douglas Speeler Jr President/Contractor
[print individual's name and title]

for BCJ 2 LLC dba Speeler Foundations [print name of entity submitting sworn statement]

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

applicable) its Federal Employer Identification Number (FEIN) is 39-3346502 (If the entity has no FEIN,

include the Social Security Number of the individual signing this sworn statement:

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

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

- (i) the dangers of drug abuse in the workplace.
 - (ii) the person's or entity's policy of maintaining a drug-free environment at all its workplaces, including but not limited to all locations where employees perform any task relating to any portion of such contract, business transaction or grant.
 - (iii) any available drug counseling, rehabilitation, and employee assistance programs; and
 - (iv) the penalties that may be imposed upon employees for drug abuse violations.
- (2) Requiring the employee to sign a copy of such written statement to acknowledge his or her receipt of same and advice as to the specifics of such policy. Such person or entity shall retain the statements signed by its employees. Such person or entity shall also post in a prominent place at all of its workplaces a written statement of its policy containing the foregoing elements (i) through (iv).
- (3) Notifying the employee in the statement required by subsection (1) that as a condition of employment the employee will:
- (i) abide by the terms of the statement; and
 - (ii) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such a conviction.
- (4) Notifying the City within ten (10) days after receiving notice under subsection (3) from an employee or otherwise receiving actual notice of such conviction.

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

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

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

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

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

[Signature]
Authorized Signature

Date Signed May 14, 2026

State of: Florida

County of: Pinellas

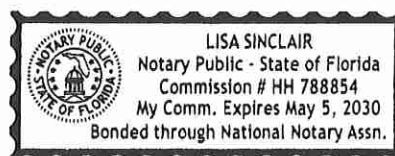
Sworn to and subscribed before me this 14 day of May, 2026

Personally Known P or Produced Identification _____

(Specify Type of Identification)

[Signature] Signature of Notary

My Commission Expires May 5 2030



CONTRACT

This **CONTRACT** made and entered into this ____ day of _____, 20__ by and between the City of Madeira Beach, Florida, a municipal corporation, hereinafter designated as the "City", and BCJ 2 LLC dba Speeler Foundations , of the City of Clearwater , County of Pinellas , 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: RFP 26-05 Marina Seawall Replacement section #2

PROJECT #RFP 26-05

in the amount of \$ \$151,900.00

In accordance with the BID PROPOSAL submitted by the CONTRACTOR and technical supplemental specifications and such other special provisions and drawings, if any, as submitted by the City, together with any advertisement, instructions to bidders, general conditions, proposal and performance & payment bond, which may be hereto attached, and any drawings if any, which may be herein referred to, are hereby made a part of this contract, **including Exhibit A – CONTRACTOR BID RESPONSE and Exhibit B – Request for proposal**, 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.

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

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

available for employees or applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause.

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

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

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

The successful bidder/contractor will be required to comply with Section 119.0701, Florida Statutes (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: _____
MayorBy: _____
City Clerk

BCJ 2 dba Speeler Foundations

By: Print Name: Douglas Speeler JrTitle: President/Contractor

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

Attest:

Countersigned:

City Clerk

Approved as to form:

By: _____
Mayor_____
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).

AIA® Document A310™ – 2010
Bid Bond**CONTRACTOR:***(Name, legal status and address)*

Speeler Marine Construction
6111 142nd Ave N
Clearwater, FL 33760

SURETY:*(Name, legal status and principal place of business)*

Nationwide Mutual Insurance Company
1100 Locust St. Dept. 2006
Des Moines, IA 50391-2006

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:*(Name, legal status and address)*

The City of Madeira Beach, Florida
300 Municipal Drive
Madeira Beach, FL 33708

BOND AMOUNT: Ten Percent of Principal Bid (10% OPB)**PROJECT:***(Name, location or address, and Project number, if any)*

RFP-26-05-0-2026/BC Marina Seawall Replacement Section #2

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 15th day of May, 2026

Speeler Marine Construction

*(Principal)**(Seal)**(Witness)**(Title)*

Nationwide Mutual Insurance Company

*(Surety)**(Seal)**(Witness)*

Vicki M. Fetter, Sr Client Manager

(Title) Allan B. Webb, Attorney-in-Fact

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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Power of Attorney

Bond Number:

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

Allan Webb; Vicki Fetter; Stephen M. Harmon

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

One Million and no/100 -- Dollars (\$1,000,000.00)

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 1st day of April, 2024.



Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

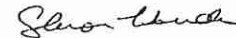
ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF KINGS: ss

On this 1st day of April, 2024, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



Sharon Laburda
Notary Public, State of New York
No. 01LA6427697
Qualified in Kings County
Commission Expires January 3, 2026



Notary Public
My Commission Expires
January 3, 2026

CERTIFICATE

I, Lezlie F. Chimienti, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 15th day of May, 2026.


Assistant Secretary

AIA® Document A310™ – 2010
Bid Bond**CONTRACTOR:***(Name, legal status and address)*

Speeler Marine Construction
6111 142nd Ave N
Clearwater, FL 33760

SURETY:*(Name, legal status and principal place of business)*

Nationwide Mutual Insurance Company
1100 Locust St. Dept. 2006
Des Moines, IA 50391-2006

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:*(Name, legal status and address)*

The City of Madeira Beach, Florida
300 Municipal Drive
Madeira Beach, FL 33708

BOND AMOUNT: Ten Percent of Principal Bid (10% OPB)**PROJECT:***(Name, location or address, and Project number, if any)*

Tom & Kitty Stuart Park Seawall 14070 Gulf Blvd

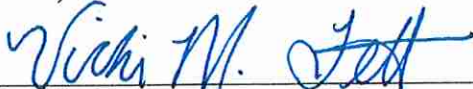
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 15th day of May, 2026

Speeler Marine Construction

*(Principal)**(Seal)**(Witness)*

(Witness) Vicki M. Fetter, Sr Client Manager*(Title)*

Nationwide Mutual Insurance Company

*(Surety)**(Seal)**(Title)*

Allan B. Webb, Attorney-in-Fact

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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Power of Attorney

Bond Number: NA

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

Allan Webb; Vicki Fetter; Stephen M. Harmon

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

One Million and no/100 -- Dollars (\$1,000,000.00)

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 1st day of April, 2024.



Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

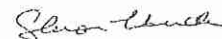
ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF KINGS: ss

On this 1st day of April, 2024, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



Sharon Laburda
Notary Public, State of New York
No. 01LA6427697
Qualified in Kings County
Commission Expires January 3, 2026



Notary Public
My Commission Expires
January 3, 2026

CERTIFICATE

I, Lezlie F. Chimienti, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 15th day of May, 2026.


Assistant Secretary

Speeler Companies

Item 8A.

6111 142nd Ave North Clearwater, FL 33760

727-535-5735 (Phone) 727-535-6041 (Fax)

Marine Specialty License – License # C-8853 & C-6981

CONTRACT

DATE: 6/24/2026

Submitted To:	Work Performed:
City of Madeira Beach c/o Megan Wepfer 727-543-8154 mwepfer@madeirabeachfl.gov	City Park 129th Ave Madeira Beach, FL

Project Description:

Install approximately 40' +/- L/F of new vinyl seawall, concrete cap, anchoring system.

Contractor's Responsibility:

- Install vinyl sheet piling using Vanguard x 14' long sheets (or equivalent).
- Install a new anchoring system using 1" x 16' steel tie back rods (PVC encased) into concrete deadmen or 1" x 16' hot dip galvanized tie back rods attached to Manta MRSR earth anchors.
- Construct a structural steel cap cage using #4 and #5 grade 60 rebar or fiberglass rebar horizontally and #3 grade 60 or fiberglass rebar stirrups spaced every 12" on center.
- Form & pour a new cap measuring approximately 18"F x 32 +/-"T x 12"B using a minimum 5,000 PSI concrete.
- Fill the corrugated cell between the old and new wall with 4,000 PSI concrete or crushed concrete based on engineers' specifications.
- Install a new drainage system using 1-1/4" x 4' well point drains, 3" above the high-water line and spaced every 6' on center.
- Install one (1) each water and electric chase tubes through cap at owner's direction.

Speeler Companies does not perform any electrical work. All electrical must be completed by licensed electrical contractor. Recommendations will be provided upon request.

Owners Responsibilities:

- Remove and replace all utilities (water and electricity), pavers, fences, shrubbery, sod, irrigation. **(Unless specified above under contractor responsibility)**
- Provide a location to store material and equipment.
- Provide free use of water and electricity.

ALL WORK IS SUBJECT TO ENGINEERING AND PERMIT APPROVAL

Budget:

Item 8A.

Deposit Fee (non-refundable)	\$ 5000.00
Due upon mobilization	\$ 20,475.00
Due upon seawall cap pour	\$ 20,475.00
Due upon final walk-through acceptance	\$ 1,000.00
Total Cost Proposal (Permit and Engineering Additional)	\$ 46,950.00

BUYER'S RIGHT TO CANCEL

THIS IS A HOME SOLICITATION SALE, AND IF YOU DO NOT WANT THE GOODS OR SERVICES, YOU MAY CANCEL THIS AGREEMENT BY PROVIDING WRITTEN NOTICE TO THE SELLER IN PERSON, BY TELEGRAM, OR BY MAIL. THIS NOTICE MUST INDICATE THAT YOU DO NOT WANT THE GOODS OR SERVICES AND MUST BE DELIVERED OR POSTMARKED BEFORE MIDNIGHT OF THE THIRD BUSINESS DAY AFTER YOU SIGN THIS AGREEMENT. IF YOU CANCEL THIS AGREEMENT, THE SELLER MAY NOT KEEP ALL OR PART OF ANY CASH DOWN PAYMENT.

ONCE CONTRACTOR FILES NOTICE OF COMMENCEMENT, THE DEPOSIT IS FULLY EARNED AND IS NON-REFUNDABLE. PROOF OF PERMIT FILING WILL BE PROVIDED UPON REQUEST. PAYMENT TO BE MADE BY CHECK PAYABLE TO "SPEELER COMPANIES" WHICH CHECK IS DUE AND PAYABLE AT THE ADDRESS SET FORTH ABOVE. NO CASH PAYMENTS ACCEPTED. THE TERMS AND CONDITIONS SET FORTH HEREIN AND ON THE PAGES THAT FOLLOW GOVERN THE RIGHTS AND RESPONSIBILITIES OF THE PARTIES HERETO.

Assumptions:

- Any work going beyond the scope of the services set forth here will result in additional charges that the client would be notified of in writing.
- A \$5,000 non-refundable deposit is due in advance. 33% of contracted price due upon permit approval. 33% of contracted price due upon delivery of materials to Speeler. REMAINDER DUE UPON COMPLETION OF WORK PERFORMED BY SPEELER COMPANIES
- Additional costs associated with permitting will be billed at cost, with no additional markup.
- The proposal provided is based upon current costs and availability of materials. Due to GENERAL ECONOMIC CONDITIONS AND THE EFFECTS OF COVID 19 we may experience increases in material costs that are beyond our control. We will address this with you VIA CHANGE ORDER prior to beginning your project if it is necessary.

I/We accept the terms and conditions of this proposal and agree to make payments as stated above.

Customer Signature: _____ Date: _____

Customer Signature: _____ Date: _____

This proposal is valid for 30 days from the above date and is subject to engineering approval.

Disconnecting Electric to Dock

1. All electrical lines will need to be disconnected from the dock.
2. The lines will need to be pulled to the landside and wrapped up approximately 5-7' behind the seawall.
3. After the seawall construction is complete, Speeler Companies will leave a "chase" tube through the new seawall cap for your electrician to reconnect the electrical to the dock.
4. If electric lines have not been disconnected per the above instructions Speeler Companies cannot begin project until electrical disconnection is completed.

- (1) **DEFINITIONS:** As used in this Contract, SPEELER COMPANIES and CONTRACTOR shall mean the party authorized to perform the work described above under the terms of this Contract. PURCHASER, as used in this Contract, shall mean the owner of the real or personal property upon which the furnishing of labor, materials or equipment is authorized, or the owner's authorized agent or assigns who shall authorize such work under this Contract.
- (2) **CONTRACT WORK, PRICE AND SCOPE LIMITATIONS:** The Price shown on this Contract does not include permitting fees, electrical, plumbing, lighting, or other utilities, or any engineering or architectural fees unless specifically listed herein. **Contractor does not perform any electrical work. All electrical work must be disconnected prior to commencement of the project.** PURCHASER must contract separately for all electrical and plumbing work. Additional acknowledgments and limitations are attached hereto as Exhibit "A", are a material part of this Contract and must be initialed by the PURCHASER prior to commencement of the Work. **ALL DIMENSIONS ARE APPROXIMATE AND MAY VARY DUE TO CONSTRUCTION MATERIALS, TRIMMING AND SITE CONDITIONS.**
- (3) **RESPONSIBILITIES OF THE PARTIES REGARDING PERMITTING:** Unless otherwise agreed, Contractor will apply for the permits necessary for this project. The parties acknowledge that multiple permits from authorizing agencies may be required. PURCHASER, at PURCHASER's sole expense, will provide Contractor with all documents required by the permitting agency, including but not limited to, surveys, plats, blueprints, Association approval letters, variance signatures from neighbors and any other documents as mandated by the permitting agency. As the permitting requirements are not determined by Contractors, PURCHASER agrees that Contractor shall not be liable for any permits that cannot be obtained. The contractor will advise and assist PURCHASER with applicable code and permitting requirements. Notwithstanding the foregoing, the parties acknowledge that permitting agencies can and do change permitting and code requirements and that such changes may require the submission of additional documentation and/or revisions to the work to be performed. In the event of changes to permitting and code requirements that necessitate additional labor, materials and/or services for the project, Contractor will prepare a Change Order setting forth the required changes and the cost thereof; payment for the Change Order is due as stated in Section (4) below.
- (4) **CHANGES: CONTRACTOR** shall make all alterations, furnish the materials or services for and perform all extra work or omit any work which PURCHASER may require without modifying any other provision of this Contract at a reasonable addition to or reduction from the Contract price herein. PURCHASER specifically agrees to pay for all changes which he or she may authorize, either orally or in writing, which are not a part of this Contract. Unless otherwise specifically agreed to in writing, the amount due for such extra work shall be the cost of such work plus twenty-five (25%) percent of the cost, which amount is comprised of 15% for CONTRACTOR's overhead and 10% for profit.
- (5) **WARRANTIES AND LIMITATIONS:** SPEELER COMPANIES warrants all labor for a period of 25 years from the date of substantial completion to be within industry standards. An absolute condition precedent to the warranties set forth in this paragraph is PURCHASER's full compliance with all obligations set forth herein, including without limitation, all timely payments pursuant to the provisions of this contract as well as the notice requirements of Chapter 558. Upon receipt of final payment, Contractor will provide PURCHASER with all manufacturer and dealer warranties and guarantees on equipment and materials installed at the project. PURCHASER agrees that Contractor shall have no liability for or with respect to any equipment and/or materials purchased or furnished by others in connection with the design and construction of the project, including, but not limited to, boat or PWC lifts; utility and water services; decking, wood, concrete and the like. PURCHASER agrees to look solely at the manufacturer of such equipment and/or materials for any and all damages, defects and warranty claims and further agrees to hold Contractor harmless as to any and all liability associated therewith.

NOTE: Counties in Central Florida have experienced a severe worm infestation which may potentially damage dock pilings. It is SPEELER COMPANIES' strongest recommendation that all pilings be wrapped by others to prevent damage to the pilings. Unless specifically set forth herein, this Contract does NOT include wrapping of pilings. NO LIABILITY WHATSOEVER will be assumed by SPEELER COMPANIES for any infestation of worms or similar infestations which affect the dock structure.

(6) **DELAYS:** CONTRACTOR shall not be liable to PURCHASER for delay in the work hereunder by the act, neglect or fault of PURCHASER, or by reason of fire or other casualty, or on account of riots, strikes, or other combined action of the workmen or others, or on the account of any acts of God, delays caused by weather or any other cause beyond CONTRACTOR'S control, including the unavailability or delay in the delivery of materials. Additionally, in the event any drilling, jetting and/or hammering activities by Contractor cannot be correctly completed due to impenetrable bottomland, irregular soil or other natural conditions, the same will be considered a force majeure. Upon the discovery of such condition, Contractor shall be entitled to charge, and Owner agrees to pay the additional fees and costs for the additional labor and/or materials required to address the condition and complete the activity. In such event, Contractor will prepare a Change Order setting forth the additional labor and/or materials required and the cost thereof; payment for the Change Order is due as stated in Section (4). PURCHASER specifically acknowledges that no completion date has been guaranteed and that there shall exist no damages for any delay in the completion of the contract hereunder. The contractor shall be solely responsible for the means and methods of construction of the project and for the performance of the work performed hereunder.

(7) **DISPUTES:** In the event of any lawsuit arising out of this Contract, or the work to be performed thereunder, the venue of such suit shall lie in Pinellas County, Florida, and PURCHASER waives whatever rights he may have in the selection of venue. The prevailing party shall be entitled to recover from the losing party all costs of any litigation to enforce or defend any provision of this Contract, including all appeals filed on behalf of either party. Such costs shall include, but are not limited to, a reasonable attorney's fee and expert witness fees. This Contract shall be governed by the laws of the State of Florida. **THE PARTIES HERETO HEREBY VOLUNTARILY AND UNEQUIVOCALLY WAIVE RIGHT TO TRIAL BY JURY IN ANY ACTION ARISING HEREUNDER.**

(8) **PAYMENTS AND INTEREST ON UNPAID BALANCE:** Payments are due in accordance with the terms set forth herein regardless of any lender disbursement schedule. PURCHASER hereby authorizes any lender to make payments directly to CONTRACTOR whether or not such lender was referred by or affiliated with CONTRACTOR. "Completion of the Work" as used herein relating to final payment, shall mean "substantial completion" which should be defined as the earlier of the date upon which PURCHASER is able to utilize the labor, materials or equipment provided by CONTRACTOR for its intended purpose, regardless of whether punch list or warranty items remain incomplete. Should PURCHASER fail to timely make any payment hereunder, interest shall be charged on the unpaid principal balance at the rate of 1-1/2% per month until paid.

(9) **RIGHT TO STOP WORK OR TERMINATE CONTRACT:** CONTRACTOR shall have the right to stop work if payments are not made when due under this Contract and may keep the job idle until all payments have been received. In the event any payments due hereunder are past due for a period exceeding ten (10) days, CONTRACTOR may declare a material breach under this Contract and terminate all further performance hereunder. At such time, CONTRACTOR shall be entitled to all damages set forth in the default provisions hereunder or otherwise allowed under Florida law.

(10) **ACCEPTANCE AND FINAL PAYMENT:** PURCHASER'S acknowledgment of, or acceptance of any labor, materials or equipment furnished pursuant to the terms of this Contract, shall constitute PURCHASER'S acceptance of said labor and materials and the making of the Final Payment hereunder shall constitute a waiver of all claims which PURCHASER has, or may have, against CONTRACTOR.

(11) **BINDING EFFECT AND SEVERABILITY:** This Contract shall be binding upon and inure to the benefit of the respective heirs, personal representatives, successors and assigns of the parties hereto. Should any provision or portion of this Contract be adjudged invalid, illegal, unconscionable or in conflict with any law of the state of Florida, the validity, legality and enforceability of all remaining portions and provisions of this Contract shall not be affected or impaired thereby.

(12) **ENTIRE AGREEMENT:** This Contract, including the Contract Notices and Disclosures, contains all of the terms and conditions as agreed by the parties hereto, and no other agreements, instruments or papers, oral or otherwise, respecting the subject matter of this Contract, shall be deemed to exist or to bind any of the parties hereto, subject to the provisions of paragraph (4) herein.

(13) **Material Escalation Clause:** If, during the performance of this contract, the cost of materials significantly increases, through no fault of contractor, the price of this contract shall be equitably adjusted by an amount reasonably necessary to cover any such significant increase in the costs of materials. As used herein, a significant cost increase shall mean any increase in materials exceeding 5% experienced by contractor from the date of the contract signing. Such increase in material costs shall be documented through quotes, invoices, or receipts. Where the delivery of materials delayed, through no fault of the contractor shall not be liable for any additional costs or damages associated with such delay(s).

I HEREBY CERTIFY THAT I HAVE READ AND FULLY UNDERSTAND THE PROVISIONS OF THIS CONTRACT, INCLUDING THE TERMS AND CONDITIONS CONTAINED HEREIN AND THE CONTRACT NOTICES AND DISCLOSURES, AND I AGREE TO ALL OF THE PROVISIONS, TERMS AND CONDITIONS THEREOF.

Speeler Companies

Signature

Doug Speeler

Print Name/Title

Date_____



Memorandum

Meeting Details: July 22, 2026

Prepared For: Mayor & Board of Commissioners

From: Megan Wepfer, Public Works Director

Subject: ITB# 26-04 Stormwater Backflow Prevention Project

Background

The City of Madeira Beach continues to experience roadway flooding during king tides, storm surge events, and heavy rainfall due to tidal backflow entering the City's stormwater drainage system. As a barrier island community with low roadway elevations, many of the City's outfalls become hydraulically connected to Boca Ciega Bay and the Intracoastal Waterway during elevated tides, allowing saltwater to flow back through the stormwater system and reduce drainage capacity.

To address these recurring flooding concerns, the City developed the Stormwater Backflow Prevention Project to install inline WaStop backflow prevention valves at critical stormwater outfalls throughout the City. These valves are designed to prevent tidal waters from entering the stormwater system.

The project was competitively bid through ITB No. 26-04 and includes two phases:

Phase 1 – Project Assessment

- Field verification of each outfall location
- Confirmation of pipe sizes and dimensions
- Verification of installation requirements
- Identification of any unforeseen utility conflicts or construction issues

Phase 2 – Construction

- Furnish all labor, equipment, and materials
- Purchase and install WaStop inline check valves
- Restore all disturbed areas
- Final testing and acceptance

The project includes installation at thirteen (13) stormwater outfall locations ranging from 12-inch to 30-inch diameter pipes located throughout Madeira Beach.

The City has been awarded a Florida Department of Environmental Protection (FDEP) Resilient Florida Grant for this project.

- Grant Award: \$100,000
- Grant Match Requirement: 50% local match
- Grant funding will significantly offset the City's construction costs while improving resilience against tidal flooding and sea level rise.

This project represents an important investment in protecting public infrastructure, improving roadway drainage, and reducing nuisance flooding throughout the City.

BID RESULTS

Five responsive bids were received for ITB No. 26-04.

Most responsive responsible contractor recommendation: Ramball Engineering and Construction, LLC

The contractor submitted pricing for:

- Project Assessment Task 1: \$18,000.00
- Construction Task 2 (labor and materials): \$169,828.00
- Total Base Bid: \$187,828.00
- 10% Contingency: \$18,782.80
- Total Recommended Authorization: \$206,610.80

Ramball Engineering and Construction holds current Florida Underground Utility and Building Contractor licenses and submitted the required insurance documentation, contractor qualifications, and bid certifications with its proposal.

CONTRACTOR EXPERIENCE

The contractor demonstrated experience installing inline tidal backflow prevention valves on similar municipal and private coastal drainage systems.

References included projects for:

- City of Belleair Beach
- Polynesian Gardens of Siesta Key

- Bermuda House Condominium Association

Each reference involved installation of tidal backflow prevention valves and associated drainage system improvements.

The proposed construction contract includes several provisions that protect the City's interests, including:

- Performance and Payment Bond requirements.
- 5% retainage until final completion.
- Final inspection and acceptance prior to final payment.
- Liquidated damages of \$1,000 per day for failure to complete the project within the contractual schedule.
- Compliance with Florida public records requirements and all applicable state procurement laws.

Fiscal Impact

A \$100,000 grant has been awarded by FDEP with a 50% Match. The Stormwater fund will fund this project and request 50% reimbursement during the grant closeout.

Recommendation(s)

Staff recommends the Board authorize the award of ITB No. 26-04 to Ramball Engineering and Construction, LLC in the amount of \$187,828.00, authorize the standard 10% construction contingency of \$18,782.80, for a total project authorization of \$206,610.80.

Attachments

- Ramball Engineering Bid Submittal
- FDEP Grant Agreement

CUT ALONG THE LINE AND AFFIX TO THE FRONT OF YOUR BID CONTAINER

.....For US Mail

SEALED BID

Submitted by: Company
Name: Ramball Engineering and Construction LLC
Address: 326 NW 5th Street
City, State, Zip: Cape Coral, FL 33993
ITB # 26-04
Due Date: 09/10/2026

City of Madeira Beach
 Attn: **Public Works Department**
 300 Municipal Drive
 Madeira Beach FL 33708

.....For US Mail

_For Hand Deliveries, FEDEX, UPS or Other Courier Services _

SEALED BID

Submitted by: Company
Name: Ramball Engineering and Construction LLC
Address: 326 NW 5th Street
City, State, Zip: Cape Coral, FL 33993
ITB # 26-04
Due Date: 09/10/2026

City of Madeira Beach
 Attn: **Public Works Department**
 300 Municipal Drive
 Madeira Beach FL 33708

_____For Hand Deliveries, FEDEX, UPS or Other Courier Services _____

ATTACHMENT “A”

BID SUBMISSION

Item 8B.

1. **BID SUBMISSION.** One (1) electronic USB in PDF format, there is no need for paper copies. Electronic submissions are preferred via demandstar. If demandstar is not available electronic copies may be delivered to City Hall with provided label to 300 Municipal Dr. Madeira Beach, FL 33708.
2. **BIDDER RESPONSE CHECKLIST.** This checklist is provided for your convenience. It is not necessary to return a copy of this solicitation's Instructions, Terms and Conditions, or Detailed Specifications with your bid response. Only submit the requested forms and any other requested or descriptive literature.

- Submit online Via Demandstar unless otherwise requested
- Bid pricing form
- Exceptions/Additional Materials/Addenda form/ Subcontractor Disclosure Form
- Vendor Information form
- Sub Contractor Information Form
- Reference Form
- Scrutinized Companies form(s) as required
- Offer Certification form
- Attachment "A" (Performance & Payment Bond),
- Attachment "B" (Contract & Bid Bond), **signed** & notarized

W-9 Form to be provided by Bidder (<http://www.irs.gov/pub/irs-pdf/fw9.pdf>)

BID PRICING

Pursuant to all the contract specifications enumerated and described in this solicitation, we agree to furnish to the City of Madeira Beach all labor and materials for the Madeira Beach Stormwater Backflow Prevention project (ITB #26-04), in accordance with the Detailed Specifications and Scope of Work of this solicitation, at the price(s) stated in **Exhibit A – Bid Pricing**.

Exhibit A – Bid Pricing Note: The City requires a 10% contingency amount, in addition to the contract amount, for any incidentals.

Task 1: Project Assessment

Task 2: Labor and Materials for installation of all valves total as listed in the sheet below.

Task 1			
Description		Total	
Assessment Whole Project Area		\$18,000.00	
Task 2			
Location	Lat/Long	Pipe size	Total
2nd St & 154th	27.805536, -82.803700	30'	\$22,421.00
15336 / 15337 Harbor Dr	27.807686, -82.801064	15'	\$9,550.00
142nd & N Bayshore	27.797316, -82.793810	24'	\$15,800.00
141st Stormwater station	27.796525, -82.792827	24'	\$15,800.00
140th & S Bayshore	27.794569, -82.789686	24'	\$15,800.00
14087 / 14089 N Bayshore	27.796581, -82.792212	12'	\$6,221.50
913/915 Bay Point	27.802828, -82.783651	12'	\$6,221.50
876 / Street End	27.802546, -82.785384	12'	\$6,221.50
803/805 Bay Point	27.801970, -82.790375	12'	\$6,221.50
817/819 Bay Point	27.802076, -82.789078	15'	\$9,550.00
708/710 Pruitt	27.797704, -82.786149	24'	\$15,800.00
Island Dr outfall	27.794975, -82.786945	30	\$24,421.00
113 140th	27.794460, -82.792288	24'	\$15,800.00
Task 2 Bid Total			\$169,828.00
Total Task 1 & 2			\$187,828.00
10% Contingency			\$18,782.80
TOTAL BID COST			\$206,610.80

PAYMENT TERMS:

Payment will be made only after completion and acceptance of the Work.

Pursuant to Florida Statutes § 218.735, Contractor's invoices must be submitted to the City's project manager for review and processing. This official will stamp each invoice as received, and, if deemed complete, accepted and not disputed, shall thereafter be paid within 25 business days after receipt. If an invoice fails to meet the contract requirements by, among other things, failing to provide the date(s) of service, the materials used, and other details sufficient to verify the work and its related costs, the City will reject the invoice within 20 days after it is received. Any such rejection will be in writing and will specify the deficiencies and what information or changes are required to make the invoice proper. Payment of corrected, accepted invoices will be within 10 business days from the invoiced City's receipt of same unless Board of

Commissioners' approval is required. Any portion of an invoice covering Work or materials which are disputed by invoiced City in terms of quality, quantity, workmanship or defective installation shall be disputed by the City in accordance with Florida Statutes § 218.76(2). However, any portion of an invoice covering Work or materials which are not disputed will be paid within the time periods set forth herein.

Complete payment for the Work will not be made until the whole project is completed and a final walk through is completed; Work is completed; the Work sites are restored to "as good or better" conditions; and, the Work has been inspected and accepted by the City's construction permit inspector and/or the Engineer

A 5% retainage of the awarded bid amount will be withheld.

Vendor: Ramball Engineering and Construction LLC Date: 07/08/2026

ADDITIONAL MATERIALS/ADDENDA

Additional Materials submitted (mark one):

☒ 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 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
Addendum #1	ARB

Vendor Name Ramball Engineering and Construction LLC Date: 07/08/2026

VENDOR INFORMATIONCompany Legal / Corporate Name: Ramball Engineering and Construction LLC

Doing Business as (if different than above): _____

Address: 326 NW 5th StreetCity: Cape Coral State: Florida Zip: 33993Phone: 786-400-8691 Fax: _____Email address: bids.ramball@gmail.com Website: www.ramballconstruction.comState License#: CUC-1226380 / CBC-1268295 PCCLB License #: _____

DUNS #: _____

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: Alberto Ramos Fax: _____Phone: 786-400-8691 E-Mail Address: albert.ramball@gmail.com**Day-to-Day Project Contact (if awarded):**Name: Alberto Ramos Fax: _____Phone: 786-400-8691 E-Mail Address: albert.ramball@gmail.com_____
Certified Small Business Certifying Agency: __________
Certified Minority, Women or Disadvantaged Business Enterprise Certifying Agency: _____

SUBCONTRACTOR INFORMATION FORM

Project Name: ITB #26-04 Madeira Beach Stormwater Backflow Prevention

Prime Contractor: Ramball Engineering and Construction LLC

Prime Contractor License #: CUC-1226380 / CBC-1268295

1. Subcontractor Company Information

Company Name: N/A

Doing Business As (DBA): _____

Business Address: _____

City: _____ State: _____ Zip: _____

Phone: _____

Email: _____

Primary Contact Person: _____

2. License & Registration Information

Florida State License #: _____

License Classification: _____

License Expiration Date: _____

Pinellas County License (if applicable): _____

☐ **Copy of License Attached**

☐ **Certificate of Insurance Attached**

☐ **Workers' Compensation Certificate Attached**

3. Scope of Work to be Performed

Describe the portion of work this subcontractor will perform:

Estimated Contract Value of Subcontract: \$ _____

4. Insurance Information

General Liability Carrier: _____

Policy #: _____

Coverage Limits: \$ _____

Workers' Compensation Carrier: _____

Policy #: _____

Automobile Liability Carrier: _____

Policy #: _____

☐ City of Madeira Beach listed as Additional Insured

☐ Certificate Holder address matches project requirements

5. Compliance Certifications

The subcontractor certifies the following:

- ☐ Not debarred or suspended from public work
- ☐ Complies with E-Verify requirements
- ☐ Complies with all OSHA safety standards
- ☐ Will obtain required permits prior to commencing work
- ☐ Will comply with City noise, work hours, and right-of-way regulations

6. Authorized Signatures

Subcontractor Authorized Representative

Name: N/A

Title: _____

Signature: _____

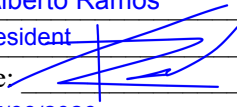
Date: _____

Prime Contractor Acknowledgment

The Prime Contractor acknowledges responsibility for supervision and performance of this subcontractor.

Name: Alberto Ramos

Title: President

Signature:  _____

Date: 07/08/2026

REFERENCE FORM

Please include a list of **three (3)** references for like projects.

1. Name of Business / Entity: City of Belleair Beach

Contact Person Name: Kyle Riefler / City Manager Phone: 727-631-7322

Email: kyle.riefler@cityofbelleairbeach.com Project Cost: \$6810.00

Project Completion Date: 01/05/2026 Brief Project Description: _____

Stormwater prevention Wapro backflow valve installation.

Installation of WAPRO inline tidal backflow prevention valves,
including pipe assessment, field measurements, installation, and restoration.

2. Name of Business / Entity: Polynesian Association, Inc. / Polynesian Gardens of Siesta Key

Contact Person Name: Marc Cochrane / President Phone: 773-802-1471

Email: mcochrane7@gmail.com Project Cost: \$64185.00

Project Completion Date: 08/18/2025 Brief Project Description: _____

Stormwater prevention Wapro backflow valve installation. Drainage system CCTV

Existing condition report. Drainage system jet cleaning

Installation of WAPRO inline tidal backflow prevention valves, including pipe assessment, field
measurements, installation, and restoration.

3. Name of Business / Entity: The Bermuda House Condo Association

Contact Person Name: Vincent Pavlovsky / President Phone: 954-395-4790

Email: vjpavlovsky723@gmail.com Project Cost: \$6221.00

Project Completion Date: 06/23/2026 Brief Project Description: _____

Stormwater prevention Wapro backflow valve installation.

Installation of WAPRO inline tidal backflow prevention valves,
including pipe assessment, field measurements, installation, and restoration.

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.

Authorized Signature

Alberto Ramos

Printed Name

President

Title

Ramball Engineering & Construction LLC

Name of Entity/Corporation

STATE OF

Florida

COUNTY OF

Lee

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization on, this 08th day of July, 2020,

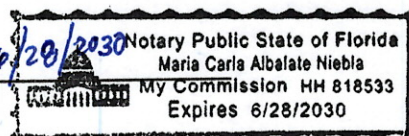
by Alberto Ramos (name of person whose signature is being notarized) as the President (title) of Ramball Engineering and Construction, LLC (name of corporation/entity), personally known ☒ or produced (type of identification) as identification, and who did/did not take an oath.

State of Florida
Maria Carla Albalade Niebla

Notary Public

Printed Name

My Commission Expires:
NOTARY SEAL ABOVE



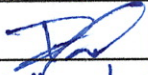
OFFER CERTIFICATION

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: Ramball Engineering and Construction LLC

Signature: 

Printed Name: Alberto Ramos

Title: President

Date: 07/08/2020

**PERFORMANCE AND PAYMENT BOND
PUBLIC CONSTRUCTION BOND**

Bond No. _____

By this bond, we _____, as Principal, whose principal address and phone number are _____, and _____, as Surety, whose principal address and phone number are _____, are bound to The City of Madeira Beach, herein called Owner, whose principal address and phone number are 300 Municipal Drive, Madeira Beach, FL 33708, 727-391-9951, in the sum of \$_____, for payment of which we ourselves, our heirs, personal representatives, successors, and assigns jointly and severally.

THE CONDITION OF THIS BOND is that is Principal:

1. Performs the contract dated _____, 20____, between Principal and Owner, which contract was awarded pursuant to ITB #26-04, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Florida Statutes § 255.05(1), supplying Principal with labor, materials or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays Owner all loss, damages, expenses, costs, and attorney's fees, including appellate proceedings that Owner sustains because of a default by Principal under this contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise, it remains in full force.

The project to be performed under the contract is the build-out of the downstairs office suite at the City of Madeira Beach City Hall, 300 Municipal Drive, Madeira Beach, FL 33708.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Florida Statutes § 255.05(2).

Any changes in or under the contract documents and compliance or non-compliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

DATED ON _____, 20____.

(Name of Principal)

(Name of Surety)

By: _____
 As Attorney in Fact for Surety

STATE OF _____
 COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____
 by _____ (name and title of corporate officer) of
 _____ (name of corporation), a _____ (state or place of
 incorporation) corporation, on behalf of the corporation. He/she is personally known to me or
 has produced _____ (type of identification) as identification.

Notary signature _____

Print or stamp name of Notary _____

Notary number:

My Commission Expires:

Pursuant to Florida Statutes § 255.05(1)(b), the principal/contractor shall provide to the Owner/ public entity a certified copy of the recorded bond, and the Owner/public entity may not make a payment to the contractor until the contractor has complied with this paragraph.



July 8, 2026

RE: Ramball Engineering and Construction LLC

To Whom It May Concern:

Nationwide Mutual Insurance Company currently has the pleasure of providing bonds for Ramball Engineering and Construction LLC. They are a valued surety client and our experience with the company has been most satisfactory. We find their financial strength, technical expertise and proven ability to perform quality work very deserving of our surety support. Nationwide Mutual Insurance Company is willing to consider single projects up to \$500,000 with an aggregate limit in the \$500,000 range of which all is presently unencumbered. These are not maximums, but rather a facility that encompasses most of their routine needs. Greater amounts of surety credit are available upon request.

We feel Ramball Engineering and Construction LLC is deserving of your full confidence, and it is without hesitation that we recommend this fine contractor.

Below is Nationwide's detail from the list of approved sureties of the United States Department of the Treasury.

Nationwide Mutual Insurance Company (NAIC #23787)

BUSINESS ADDRESS: ONE WEST NATIONWIDE BLVD., FRAP SOLUTIONS, COLUMBUS, OH 43215 - 2220. PHONE: (614) 249-7111 x-2. UNDERWRITING LIMITATION b/: \$1,343,223,000. SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, VI, WA, WV, WI, WY. INCORPORATED IN: Ohio.

This letter is not an assumption of liability, nor is it a bid bond or a performance bond. It is issued only as a bonding reference requested from us by our client. Nationwide Mutual Insurance Company is currently rated A (Excellent) by A.M. Best.

Sincerely,

Nationwide Mutual Insurance Company

Natalie Meyer
Attorney-in-Fact

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

BARBARA A LEEPER; CHERI L RITZ; GIAVONNA D TAVELLA; GRACIE O LOWDEN; JOSHUA RESTAURI; KAILEE M TOPKA; LAUREN L HOFF;
LINDSAY MEYER; MADELINE P RECKTENWALD; MATTHEW M EPERESI; NATALIE MEYER; NATASHA KERR; PAMELA M ANDERSON;
PATTI K LINDSEY; WENDY A BRIGHT; WILLIAM M CHAPMAN;

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf on the date thereof any and all: (i) bonds and undertakings; (ii) Proposal Bonds; (ii) Letters of Surety; (iv) Consent of Surety; and (v) other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 23rd day of October, 2025.



Antonio C. Albanese, **Vice President** of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF OHIO COUNTY OF FRANKLIN: ss

On this 23rd day of October, 2025, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

Karen L. Karn
Notary Public, State of Ohio
No. 2018-RE-719796
Commission Expires July 7, 2028


Notary Public
My Commission Expires
July 7, 2028

**CERTIFICATE**

I, Lezlie F. Chimienti, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 8th day of

July, 2026.



Assistant Secretary

ATTACHMENT "B" CONTRACT

This **CONTRACT** made and entered into this ____ day of _____, 20__ by and between the City of Madeira Beach, Florida, a municipal corporation, hereinafter designated as the "City", and _____, of the City of _____, County of _____, 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: Madeira Beach Stormwater Backflow prevention

PROJECT # ITB No 26-04

in the amount of \$ _____

In accordance with the BID PROPOSAL submitted by the CONTRACTOR and technical supplemental specifications and such other special provisions and drawings, if any, as submitted by the City, together with any advertisement, instructions to bidders, general conditions, proposal and performance & payment bond, which may be hereto attached, and any drawings if any, which may be herein referred to, are hereby made a part of this contract, **including Exhibit A – CONTRACTOR BID RESPONSE and Exhibit B – CITY INVITATION TO BID**, 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.

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

In connection with the performance of work under this contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, sex, religion, color, or national origin. The aforesaid

provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; lay off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post hereafter in conspicuous places, available for employees or applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause.

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

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

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

The successful bidder/contractor will be required to comply with Section 119.0701, Florida Statutes (2025), 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: Anne-Marie Brooks

By: _____
City Clerk: Clara Vanblargan

{Insert Name of Contractor}

By: _____

Print Name: _____

Title: _____

CONTRACT**Exhibit A – CONTRACTOR BID RESPONSE****Exhibit B – CITY INVITATION TO BID**

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

By: (SEAL) City Manager

Countersigned:

By: _____
Mayor: Anne-Marie Brooks

Attest:

City Clerk: Clara Vanblargan

Approved as to form:

City Attorney: Thomas J. Trask

(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).

CONTRACTOR'S AFFIDAVIT FOR FINAL PAYMENT

(CORPORATION FORM)

STATE OF FLORIDA**COUNTY OF _____**

On this day personally appeared before me, the undersigned authority, duly authorized to administer oaths and take acknowledgments, _____, who after being duly sworn, deposes and says:

That they are the _____ (TITLE) of _____, a Florida Corporation, with its principal place of business located at _____ (herein, the "Contractor").

That the Contractor was the General Contractor under a contract executed on the _____ day of _____, 20 with the **CITY OF MADEIRA BEACH, FLORIDA**, a municipal corporation, as Owner, and that the Contractor was to perform the construction of:

PROJECT NAME: Madeira Beach Stormwater Backflow prevention**CITY PROJECT # ITB No. 26-04**

That said work has now been completed and the Contractor has paid and discharged all sub-contractors, laborers, and material tradesmen in connection with said work and there are no liens outstanding of any nature nor any debts or obligations that might become a lien or encumbrance in connection with said work against the described property.

That Contractor is making this affidavit pursuant to the requirements of Chapter 713, Florida Statutes, and upon consideration of the payment of _____ (final full amount of contract) in full satisfaction and discharge of said contract.

That the Owner is hereby released from any claim which might arise out of said Contract.

The word "liens" as used in this affidavit shall mean any and all arising under the operation of the Florida Mechanic's Lien Law as set forth in Chapter 713, Florida Statutes.

Sworn and subscribed to before me

AFFIANT

This _____ day of _____, 20 _____

By: _____

NOTARY PUBLIC

My Commission Expires: _____

BID BOND

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

KNOWN ALL MEN BY THESE PRESENTS: That we, the undersigned, Ramball Engineering and Construction LLC
 _____ as Principal, and Nationwide Mutual Insurance Company
 _____ as Surety, who's address is One West Nationwide Blvd, 1-14-301,
Columbus, OH 43215-2220, are held and firmly bound unto the
 City of Madeira Beach, Florida, in the sum of Five Percent of Amount Bid
 Dollars (\$ 5%) (being a minimum of 5% of Contractor's Total Bid Amount) for the
 payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs,
 executors, administrators, successors and assigns.

The condition of the above obligation is such that if the attached Proposal of Ramball Engineering and Construction LLC
 _____ as Principal, and Nationwide Mutual Insurance Company as Surety,
 for work specified as: Job # 26-04
Madeira Beach Stormwater Backflow Prevention

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

Signed this 10th day of July, 20 26

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

Principal: Ramball Engineering and Construction LLC

By: Alberto Ramos

Title: President

Surety: Nationwide Mutual Insurance Company

(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).

Giavonna D. Tavella
 Giavonna D. Tavella, Attorney-in-Fact



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:
 BARBARA A LEEPER; CHERI L RITZ; GIAVONNA D TAVELLA; GRACIE O LOWDEN; JOSHUA RESTAURI; KAILEE M TOPKA; LAUREN L HOFF;
 LINDSAY MEYER; MADELINE P RECKTENWALD; MATTHEW M EPERESI; NATALIE MEYER; NATASHA KERR; PAMELA M ANDERSON;
 PATTI K LINDSEY; WENDY A BRIGHT; WILLIAM M CHAPMAN;

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf on the date thereof any and all: (i) bonds and undertakings; (ii) Proposal Bonds; (ii) Letters of Surety; (iv) Consent of Surety; and (v) other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

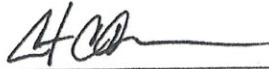
"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 23rd day of October, 2025.



Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF OHIO COUNTY OF FRANKLIN: ss

On this 23rd day of October, 2025, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



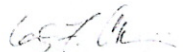
Karen L. Kam
 Notary Public, State of Ohio
 No. 2018-RE-719796
 Commission Expires July 7, 2028


 Notary Public
 My Commission Expires
 July 7, 2028

CERTIFICATE

I, Lezlie F. Chimienti, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 10th day of July, 2026.


 Assistant Secretary



JIMMY PATRONIS
CHIEF FINANCIAL OFFICER

**STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS' COMPENSATION**

**** CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW ****

CONSTRUCTION INDUSTRY EXEMPTION

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

EFFECTIVE DATE: 8/28/2024

EXPIRATION DATE: 8/28/2026

PERSON: ALBERTO M RAMOS
BALLMAJO

EMAIL: ALBERT.RAMBALL@GMAIL.COM

FEIN: 994524614

BUSINESS NAME AND ADDRESS:

RAMBALL ENGINEERING AND CONSTRUCTION LLC

9647 SW 138TH AVE

MIAMI, FL 33186

This certificate of election to be exempt is NOT a license issued by the Department of Business and Professional Regulation. To determine if the certificate holder is required to have a license to perform work or to verify the license of the certificate holder, go to www.myfloridalicense.com.

IMPORTANT: Pursuant to subsection 440.05(13), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to subsection 440.05(11), F.S., Certificates of election to be exempt issued under subsection (3) apply only to the corporate officer named on the notice of election to be exempt. Pursuant to subsection 440.05(12), F.S., notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.

DFS-F2-DWC-252 CERTIFICATE OF ELECTION TO BE EXEMPT
RULE 69L-6.012, F.A.C. REVISED 01/2023

E01988438

QUESTIONS? (850) 413-1609



BLAISE INGOGLIA
CHIEF FINANCIAL OFFICER

**STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS' COMPENSATION**

**** CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW ****

CONSTRUCTION INDUSTRY EXEMPTION

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

EFFECTIVE DATE: 8/28/2026

EXPIRATION DATE: 8/27/2028

PERSON: ALBERTO M RAMOS
BALLMAJO

EMAIL: ALBERT.RAMBALL@GMAIL.COM

FEIN: 994524614

BUSINESS NAME AND ADDRESS:

RAMBALL ENGINEERING AND CONSTRUCTION LLC

326 NW 5TH STREET
CAPE CORAL, FL 33993

This certificate of election to be exempt is NOT a license issued by the Department of Business and Professional Regulation. To determine if the certificate holder is required to have a license to perform work or to verify the license of the certificate holder, go to www.myfloridalicense.com.

IMPORTANT: Pursuant to subsection 440.05(13), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to subsection 440.05(11), F.S., Certificates of election to be exempt issued under subsection (3) apply only to the corporate officer named on the notice of election to be exempt. Pursuant to subsection 440.05(12), F.S., notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.

DFS-F2-DWC-252 CERTIFICATE OF ELECTION TO BE EXEMPT
RULE 69L-6.012, F.A.C. REVISED 08/2025

E02377631

QUESTIONS? (850) 413-1609



Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Item 8B.



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

RAMOS BALLMAJO, ALBERTO MANUEL JR

RAMBALL ENGINEERING AND CONSTRUCTION LLC
9647 SW 138TH AVE
MIAMI FL 33186

LICENSE NUMBER: CUC1226380

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at [MyFloridaLicense.com](https://myfloridalicense.com)

ISSUED: 03/14/2025

Do not alter this document in any form.

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





Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Item 8B.



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

RAMOS BALLMAJO, ALBERTO MANUEL JR

RAMBALL ENGINEERING AND CONSTRUCTION LLC
326 NW 5TH STREET
CAPE CORAL FL 33993

LICENSE NUMBER: CUC1226380

EXPIRATION DATE: AUGUST 31, 2028

Always verify licenses online at [MyFloridaLicense.com](https://myfloridalicense.com)

ISSUED: 06/05/2026

Do not alter this document in any form.

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Item 8B.



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

RAMOS BALLMAJO, ALBERTO MANUEL JR

RAMBALL ENGINEERING AND CONSTRUCTION LLC
9647 SW 138TH AVE
MIAMI FL 33186

LICENSE NUMBER: CBC1268295

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at [MyFloridaLicense.com](https://myfloridalicense.com)

ISSUED: 10/23/2024

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.





Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Item 8B.



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

RAMOS BALLMAJO, ALBERTO MANUEL JR

RAMBALL ENGINEERING AND CONSTRUCTION LLC
326 NW 5TH STREET
CAPE CORAL FL 33993

LICENSE NUMBER: CBC1268295

EXPIRATION DATE: AUGUST 31, 2028

Always verify licenses online at [MyFloridaLicense.com](https://myfloridalicense.com)

ISSUED: 06/05/2026

Do not alter this document in any form.

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





CERTIFICATE OF LIABILITY INSURANCE

DATE 07/0
Item 8B.

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 Next First Insurance Agency, Inc. PO Box 60787 Palo Alto, CA 94306	CONTACT NAME: PHONE (A/C, No, Ext): (855) 222-5919 FAX (A/C, No): E-MAIL ADDRESS: support@nextinsurance.com
INSURED Ramball Engineering and Construction LLC 326 NW 5th St Cape Coral, FL 33993	INSURER(S) AFFORDING COVERAGE INSURER A: State National Insurance Company, Inc. INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 12831

COVERAGES

CERTIFICATE NUMBER: 942965995

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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X		NXTJWLJLFR-01-GL	09/03/2025	09/03/2026	EACH OCCURRENCE \$1,000,000.00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000.00 MED EXP (Any one person) \$15,000.00 PERSONAL & ADV INJURY \$1,000,000.00 GENERAL AGGREGATE \$2,000,000.00 PRODUCTS - COMP/OP AGG \$2,000,000.00 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ 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 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 \$
A	Contractors Errors and Omissions	X		NXTJWLJLFR-01-GL	09/03/2025	09/03/2026	Each Occurrence: \$25,000.00 Aggregate: \$50,000.00

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

The Certificate Holder is City of Madeira Beach. This Certificate Holder is an Additional Insured on the General Liability policy per the Additional Insured Automatic Status Endorsement. All Additional Insured privileges apply only if required by written agreement between the Certificate Holder and the insured, and are subject to policy terms and conditions.

CERTIFICATE HOLDER

City of Madeira Beach
300 Municipal Dr
Madeira Beach, FL 33708

LIVE CERTIFICATE

[Click or scan to view](#)

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



My Company Account

My Company Profile

Company Information

Company Name	Doing Business As (DBA) Name
Ramball Engineering and Construction LLC	---
Company ID	Enrollment Date
3015512	May 07, 2026
Employer Identification Number (EIN)	Unique Entity Identifier (UEI)
994524614	---
DUNS Number	Total Number of Employees
---	1 to 4
NAICS Code	Sector
236	Construction
Subsector	
Construction of Buildings	

Edit Company Information

Employer Category

Employer Category

None of these categories apply

Edit Employer Category

Points of Contact

Name	Number	Ext	Email	Signatory	Last Updated
Albert Ramos	(786) 400- 8691		albert.ramball@gmail.com	Yes	05/07/26

Rows Per Page

5

1

Edit Points of Contact

Company Addresses

Physical Address

326 NW 5th Street
Cape Coral, FL 33993

Mailing Address

Same as Physical Address

Hiring Sites

Number of Sites

1

Edit Hiring Sites

[Edit Company Addresses](#)

Company Access

My Company is configured to:

Verify Its Own Employees

My Company has enabled:

E-Verify+

E-Verify+ enabled by:

Albert Ramos (May 07, 2026)

Memorandum of Understanding

[View Current MOU](#)

Terms of Service

[View E-Verify+ Terms of Service](#)

[U.S. Department of Homeland Security](#) [U.S. Citizenship and Immigration Services](#)
[Accessibility](#) [Plug-ins](#) [Site Map](#)



STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement

Item 8B.

This Agreement is entered into between the Parties named below, pursuant to section 215.971, Florida Statutes:

1. Project Title (Project): **Madeira Beach: Stormwater Resiliency - Tidal Flow Prevention Valves** Agreement Number: **L0253**

2. Parties **State of Florida Department of Environmental Protection,
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000** (Department)

Grantee Name: **The City of Madeira Beach** Entity Type: **Local**

Grantee Address: **300 Municipal Drive, Madeira Beach, FL 33708** FEID: **59-6000366**

(Grantee)

3. Agreement Begin Date: **July 01, 2025** Date of Expiration: **December 31, 2028**

4. Project Number: **(If different from Agreement Number)** Project Location(s): **Lat/Long: (27.7980, -82.7972)**

Project Description: **The Grantee will install approximately 8 tidal flow prevention outlet valves on low lying areas within the City of Madeira Beach.**

5. Total Amount of Funding: 100000	Funding Source?	Award #s or Line-Item Appropriations:	Amount per Source(s):
	☒ State ☐ Federal	LP, GAA LI 1555, FY 25-26, WPSPTF	\$ 100000
	☐ State ☐ Federal		\$
	☐ State ☐ Federal		\$
	☐ Grantee Match		\$
Total Amount of Funding + Grantee Match, if any:			\$ 100000

6. Department's Grant Manager Name: Patricia Gedeo or successor Address: Florida Dept. of Environmental Protection 3900 Commonwealth Blvd., MS 3602 Tallahassee, FL 32399-3000 Phone: 850-245-2938 Email: Patricia.Gedeo@FloridaDEP.gov	Grantee's Grant Manager Name: Megan Wepfer or successor Address: City of Madeira Beach 300 Municipal Drive Madeira Beach, FL 33708 Phone: 727-543-8154 Email: mweper@madeirabeachfl.gov
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7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

☒ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
☒ Attachment 2: Special Terms and Conditions
☒ Attachment 3: Grant Work Plan
☒ Attachment 4: Public Records Requirements
☒ Attachment 5: Special Audit Requirements
☐ Attachment 6: Program-Specific Requirements
☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com , in accordance with section 215.985, F.S.
☐ Attachment 8: Federal Regulations and Terms (Federal)
☐ Additional Attachments (if necessary):
☒ Exhibit A: Progress Report Form
☐ Exhibit B: Property Reporting Form
☒ Exhibit C: Payment Request Summary Form
☐ Exhibit D: Quality Assurance Requirements
☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
☐ Exhibit F: Common Carrier or Contracted Carrier Attestation Form PUR1808 (State)

☐ Exhibit H: Non-Profit Organization Compensation Form (State)

☐ Exhibit I: Forced Labor Attestation Form

☐ Additional Exhibits (if necessary):

8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):

Federal Award Identification Number(s) (FAIN):

Unique Entity Identifier (UEI):

Federal Award Date to Department:

Federal Award Project Description:

Total Federal Funds Obligated by this Agreement:

Federal Awarding Agency:

Award R&D?

☐ Yes ☐ N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.

The City of Madeira Beach

GRANTEE

Grantee Name

By

(Authorized Signature)

Date Signed

Anne-Marie Brooks, Mayor

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection

DEPARTMENT

By

Secretary or Designee

Date Signed

Angela Knecht, Director, Division of Water Restoration Assistance

Print Name and Title of Person Signing

☒ Additional signatures attached on separate page.

DWRA Additional Signatures

Patricia Gedeo Digitally signed by Patricia Gedeo
Date: 2026.05.21 08:29:53 -04'00'

Patricia Gedeo, DEP Grant Manager

David M. Taylor Digitally signed by David M. Taylor
Date: 2026.05.21 09:00:05 -04'00'

David M. Taylor, DEP QC Reviewer

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS**

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
 - i. Standard Grant Agreement
 - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
 - iii. Attachment 1, Standard Terms and Conditions
 - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
 - (1) an increase or decrease in the Agreement funding amount;
 - (2) a change in Grantee's match requirements;
 - (3) a change in the expiration date of the Agreement;
 - (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department; and/or
 - (5) any changes to the terms and conditions of the Agreement other than the specific instances enumerated below when a change order may be used.

A change order to this Agreement may be used when:

 - (1) task timelines within the current authorized Agreement period change;
 - (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
 - (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
 - (4) fund transfers between budget categories for the purposes of meeting match requirements.

This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the

Attachment 1

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execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subrecipients shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Invoice reduction
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.
- c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

- ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.
- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: <https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.
- e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:
 - i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;
 - ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;
 - iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for invoice payments and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and
 - iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: <https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity>.
- f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Grantee meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Grantee must provide the Department with documentation that indicates the amount of state funds:

Attachment 1

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- i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer.
- ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Grantee's website, if Grantee maintains a website.

- h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: <https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates>.
- l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual/Subaward Costs (Subcontractors/Subrecipients). Match or reimbursement requests for payments to subcontractors/subrecipients must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts/subawards which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor/subrecipient exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract/subaward is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. For grants funded with federal funds, nonconsumable and/or nonexpendable personal property or equipment costing \$10,000 or more purchased for the Project under a subcontract/subaward is subject to the requirements set forth in 2 CFR 200. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts/subawards that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts/subaward issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors/subrecipients.

Attachment 1

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- i. For fixed-price (vendor) subcontracts/subawards, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts/subawards to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted/subawarded activities shall be supported with a copy of the subcontractor/subrecipient's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract/subaward. The Grantee may request approval from Department to award a fixed-price subcontract/subaward resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor/subrecipient. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract/subaward.
 - ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S., or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.
- e. Direct Purchase Equipment. For grants funded fully or in part with state funds, equipment is defined as capital outlay costing \$5,000 or more. For grants funded fully with federal funds, equipment is defined as capital outlay costing \$10,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department and does not include any equipment purchased under the delivery of services to be completed by a subcontractor/subrecipient. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor/subrecipient, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

Attachment 1

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- b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

- a. Insurance Requirements for Subrecipients and/or Subcontractors. The Grantee shall require its subrecipients and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its subrecipients and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Subrecipients and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.

- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
 - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts

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of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors/subrecipients or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchase may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, and subcontractors/subrecipients and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, and subcontractors/subrecipients; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to

other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts/Subawards.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor/subrecipient knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts/subawards with private organizations issued as a result of this Agreement.
- b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
 - i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply 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 Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
 - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply 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 any public entity; and may not transact business with any public entity.
 - iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
 - iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Development, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts/subawards issued as a result of this Agreement.
- b. The Grantee, its subrecipients, subcontractors and agents must also comply with the following civil rights laws and regulations:
 - i. Title VI of the Civil Rights Act of 1964 as amended (prohibiting discrimination in federally assisted programs on the basis of race, color, or national origin in the delivery of services or benefits);

- ii. Section 13 of the 1972 Amendment to the Federal Water Pollution Control Act (prohibiting discrimination on the basis of sex in the delivery of services or benefits under the Federal Water Pollution Control Act as amended);
 - iii. Section 504 of the Rehabilitation Act of 1973 (prohibiting discrimination in federally assisted programs on the basis of disability, both in employment and in the delivery of services and benefits);
 - iv. Age Discrimination Act of 1975 (prohibiting discrimination in federally assisted programs on the basis of age in the delivery of services or benefits);
 - v. 40 C.F.R. Part 7, (implementing Title VI of the Civil Rights Act of 1964, Section 13 of the 1972 Amendments to the Federal Water Pollution Control Act, and Section 504 of the Rehabilitation Act of 1973);
 - vi. Florida Civil Rights Act of 1992 (Title XLIV Chapter 760, Sections 760.01, 760.11 and 509.092, F.S.), including Part I, chapter 760, F.S. (prohibiting discrimination on the basis of race, color, religion, sex, pregnancy, national origin, age, handicap, or marital status).
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

- a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. All manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- c. All construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

- a. Signage Requirements
 - a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a “project funded by President Biden’s Bipartisan Infrastructure Law” or “project funded by President Biden’s Inflation Reduction Act” as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at:
<https://www.epa.gov/invest/investing-america-signage>.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted or subawarded, Grantee shall similarly require each subcontractor/subrecipient to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

29. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its subrecipients and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its subrecipients and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

- i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
 - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
 - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting/Subawards.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.

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- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor/subrecipient, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor/subrecipient, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract/subaward. The Department shall not be liable to any subcontractor/subrecipient for any expenses or liabilities incurred under any subcontract/subaward, and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract/subaward.
- e. The Department will not deny Grantee's employees, subcontractors/subrecipients, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Development at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor/subrecipient at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s)/subrecipient(s), and without the fault or negligence of either, unless the subcontracted/subawarded products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract/subaward, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors/Subrecipients and Agents.

All Grantee employees, subcontractors/subrecipients, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors/subrecipients, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for

the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Disclosure of Gifts from Foreign Sources.

If the value of the grant under this Agreement is \$100,000 or more, Grantee shall disclose to Department any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern, as defined in section 286.101, F.S., if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. If the disclosure requirement is applicable as described above, then within 1 year before applying for any grant, Grantee must also provide a copy of such disclosure to the Department of Financial Services.

41. Food Commodities.

To the extent authorized by federal law, the Department, its grantees, contractors and subcontractors/subrecipients shall give preference to food commodities grown or produced in this state when purchasing food commodities, including farm products as defined in section 823.14, F.S., of any class, variety, or use thereof in their natural state or as processed by a farm operation or processor for the purpose of marketing such product.

42. Anti-human Trafficking.

If the Grantee is a nongovernmental entity, the Grantee must provide the Department with an affidavit signed by an officer or a representative of the Grantee under penalty of perjury attesting that the Grantee does not use coercion for labor or services as defined in section 787.06, F.S.

43. Iron and Steel for Public Works Projects.

If this Agreement funds a "public works project" as defined in section 255.0993, F.S., or the purchase of materials to be used in a public works project, any iron or steel permanently incorporated in the Project must be "produced in the United States," as defined in section 255.0993, F.S. This requirement does not apply if the Department determines that any of the following circumstances apply to the Project:

- (1) iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality;
- (2) the use of iron or steel products produced in the United States will increase the total cost of the project by more than twenty percent (20%); or
- (3) complying with this requirement is inconsistent with the public interest.

Further, this requirement does not prevent the Contractor's minimal use of foreign steel and iron materials if:

- (1) such materials are incidental or ancillary to the primary product and are not separately identified in the project specifications; and
- (2) the "cost" of such materials, as defined in section 255.0993, F.S., does not exceed one-tenth of one percent (1%) of the total Project Cost under this Agreement or \$2,500, whichever is greater.

Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system that are necessary for operation or concealment (excepting transmission and distribution poles) are not considered to be iron or steel products and are, therefore, exempt from the requirements of this paragraph.

This provision shall be applied in a manner consistent with and may not be construed to impair the state's obligations under any international agreement.

44. Complete and Accurate information.

Grantee represents and warrants that all statements and information provided to DEP are current, complete, and accurate. This includes all statements and information in this Grant, as well as its Attachments and Exhibits.

45. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

Attachment 1

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**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. L0253**

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is Madeira Beach: Stormwater Resiliency – Tidal Flow Prevention Valves. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual/Subaward (Subcontractors/Subrecipients)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.

b. Commercial Automobile Insurance.

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000

Automobile Liability for Company-Owned Vehicles, if applicable

\$200,000/300,000

Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.

The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

No retainage is required under this Agreement.

11. Subcontracting/Subawards.

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

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

The Grantee will identify the expected return on investment for this project and provide this information to the Governor's Office of Policy and Budget (OPB) within three months of execution of this Agreement. For each full calendar quarter thereafter, the Grantee will provide quarterly update reports directly to OPB, no later than 20 days after the end of each quarter, documenting the positive return on investment to the state that results from the Grantee's project and its use of funds provided under this Agreement. Quarterly reports will continue until the Grantee is instructed by OPB that no further reports are needed, or until the end of this Agreement, whichever occurs first. All reports shall be submitted electronically to OPB at env.roi@laspbs.state.fl.us, and a copy shall also be submitted to the Department at legislativeaffairs@floridaDEP.gov.

14. Common Carrier.

- a. Applicable to contracts/grants with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor/Subrecipient must also fill out and return PUR 1808 before contract/subaward execution. If Contractor/Subrecipient is a common

carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this Agreement immediately if Contractor/Subrecipient is found to be in violation of the law or the attestation in PUR 1808.

- b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity

This agreement does not provide federal or state financial assistance to a county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2).

16. Additional Terms.

None.

ATTACHMENT 3 GRANT WORK PLAN

PROJECT TITLE: Madeira Beach: Stormwater Resiliency – Tidal Flow Prevention Valves

PROJECT LOCATION: The Project will be located in the City of Madeira Beach within Pinellas County; Lat/Long (27.7980, -82.7972).

PROJECT BACKGROUND: The City of Madeira Beach (Grantee) is a barrier island with low lying areas and street elevations that are heavily impacted by tidal flooding. This project will install stormwater check valves in the lowest lying areas to reduce tidal flooding.

PROJECT DESCRIPTION: The Grantee will install approximately 8 tidal flow prevention outlet valves to alleviate tidal flooding around the city.

TASKS: All documentation should be submitted electronically unless otherwise indicated and should be submitted prior to the expiration of the grant agreement.

Task 1: Infrastructure Installation

Deliverables: The Grantee will install approximately 8 tidal flow prevention outlet valves. Project management activities, including field engineering services, observation and inspections, site meetings with contractor(s) and design professionals, and overall project coordination and supervision, are eligible under this task.

Documentation: The Grantee will submit a signed summary of activities completed for the period of work covered in the payment request, using the format provided by the Department's Grant Manager. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, a payment request may be processed.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

For payment requests that include Contractual Services, the Grantee shall provide documentation of the procurement process, as consistent with Attachment 1, Section 9.c.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Infrastructure Installation	Contractual Services	\$100,000	07/01/2025	06/30/2028
Total:			\$100,000		

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements**

Item 8B.

Attachment 4

1. Public Records.

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. 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 Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department 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 Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:

Telephone: (850) 245-2118
Email: public.services@floridadep.gov
Mailing Address: Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)**

Attachment 5

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$1,000,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from non-federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/content/assistance-listings>.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(1)(n), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and the current Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and the current Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <https://www.myfloridacfo.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and the current Rules of the Auditor General, as applicable.
5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or the current Rules of the Auditor

Attachment 5

3 of 6

General, should indicate the date and time the reporting package was delivered to the recipient and any correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Florida Department of Environmental Protection	2025-2026	37.039	Statewide Water Quality Restoration Projects – LI 1555	\$100,000	149950
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award					\$100,000	
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Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<https://sam.gov/content/assistance-listings>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [<https://apps.fldfs.com/fsaa/compliance.aspx>]). The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

¹ Subject to change by Change Order.

² Subject to change by Change Order.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit A
Progress Report Form**

The current **Exhibit A, Progress Report Form** for this grant can be found on the Department's website at this link:

<https://floridadep.gov/wra/wra/documents/progress-report-form>

Please use the most current form found on the website, linked above, for each progress report submitted for this project.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit C
Payment Request Summary Form**

The **Payment Request Summary Form** for this grant can be found on our website at this link:

<https://floridadep.gov/wra/wra/documents/payment-request-summary-form>

Please use the most current form found on the website, linked above, for each payment request.



Memorandum

Meeting Details: November 12, 2025

Prepared For: Mayor & Board of Commissioners

From: Megan Wepfer, Public Works Director

Subject: Disaster Debris Management Participation Agreement with DRC

Background

The City of Madeira Beach has previously entered into and fully executed an Interlocal Agreement (ILA) for Disaster Debris Collection, Removal, and Monitoring. The City funded its participation in this agreement to ensure access to competitively procured emergency debris management contracts and to enhance its disaster preparedness and recovery capabilities.

Participation in the ILA provides the City with access to pre-qualified contractors that have been competitively selected in accordance with applicable procurement requirements. Establishing these contractual relationships prior to a disaster is a recognized best practice and helps ensure the City can respond quickly following a declared emergency while maintaining compliance with state and federal procurement requirements, including those associated with potential FEMA reimbursement.

The Participation Agreement with DRC Emergency Services, LLC is an administrative document that allows the City to utilize the contracts available through the previously executed ILA. Execution of this agreement does not obligate the City to expend funds or initiate work. Instead, it establishes the contractual relationship necessary for the City to issue work authorizations if disaster debris management services become necessary following a future emergency.

Having these agreements in place before a disaster occurs significantly reduces response time and enables the City to mobilize qualified contractors immediately after an event, minimizing delays in

debris removal, restoring safe access to public facilities and roadways, and supporting the community's recovery.

Importance of the Agreement

Approval and execution of the Participation Agreement provides several important benefits:

- Implements the City's previously executed and locally funded Interlocal Agreement for disaster debris collection, removal, and monitoring.
- Allows the City to utilize competitively procured emergency debris management contracts without conducting emergency procurements following a disaster.
- Supports compliance with applicable procurement requirements for potential state and federal disaster reimbursement.
- Improves the City's ability to rapidly respond to hurricanes, tropical storms, and other declared emergencies.
- Reduces recovery time by ensuring qualified contractors are immediately available when needed.
- Strengthens the City's overall emergency preparedness and resiliency planning.

Fiscal Impact

There is no immediate fiscal impact associated with approval of the Participation Agreement. Costs are incurred only if the agreement is activated following a declared emergency and services are authorized by the City. Funding for any activated services would be brought before the Board, as appropriate, and may be eligible for reimbursement through applicable state and federal disaster assistance programs.

Recommendation(s)

Staff recommends the Board of Commissioners approved the participation agreement with DRC.

Attachments

- DRC Agreement

EXHIBIT A.1

**PARTICIPANT AGREEMENT FOR DISASTER DEBRIS COLLECTION AND REMOVAL
SERVICES AS PART OF COUNTY CONTRACT 25-0644-P**

This contract entered into this ___ day of _____, 2026, by and between the City/Town of Madeira Beach, a political subdivision of the State of Florida, whose address is 300 Municipal Drive Madeira Beach, FL 33708, hereinafter called "CITY/TOWN", and DRC Emergency Services, LLC an Incorporated Company whose address is 111 Veterans Blvd. Suite 1420 Metairie, LA 70005, hereinafter called "CONTRACTOR".

WITNESSETH, that:

WHEREAS, pursuant to Pinellas County Contract 25-0644-P for Disaster Debris Collection and Removal Services ("County Contract") the CITY/TOWN desires to enter into an agreement for the services described therein; and

WHEREAS, the CONTRACTOR has expressed the willingness and ability to provide the services to the CITY/TOWN as described in the RFP and County Contract.

NOW THEREFORE, the CITY/TOWN and the CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

1. This Contract shall consist of and include all of the agreement terms and conditions, and component documents comprising the County Contract. With the exception of references to specific County lists, manuals, procedures, policies, departments, when the "County" is mentioned in the County Contract, per this Agreement, "County" shall be replaced with "CITY/TOWN."
2. The CONTRACTOR agrees to furnish all labor, equipment, material and the skill necessary for the entire work effort as set forth in the County Emergency Contract, and to the satisfaction of the CITY/TOWN or its duly authorized representative.
3. The CITY/TOWN agrees to pay the CONTRACTOR for services rendered, in accordance with the pricing structure set forth in the County Emergency Contract.
4. This Contract will become effective upon the date of execution above, and will remain in effect as provided in the County Contract.
5. This Contract may be terminated by either party in accordance with the termination provisions set forth in the County Emergency Contract.

CONTRACTOR

By: 

Print Name: Kristy Fuentes

Title: Vice President, Treasurer, Secretary

Date: 5/1/26

ATTEST: 

CITY/TOWN

By: _____

Print Name: _____

Title: _____

Date: _____

ATTEST: _____

(CITY/TOWN SEAL)