



BOARD OF COMMISSIONERS REGULAR WORKSHOP MEETING AGENDA

**Wednesday, May 24, 2023 at 6:00 PM
Commission Chambers**

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

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. Please limit your comments to five (5) minutes and do not include any topic on the agenda. Public comment on agenda items will be allowed when they come up.

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

4. DISCUSSION ITEMS

A. Pinellas County Insurance Advocate Presentation

B. Discuss Resolution to FL Attorney General on Finance Director/City Treasurer Position and on Election Voting Results

C. City Dog Park Improvement Discussion

D. R.O.C. Park - Reflection Pond Repair and Upgrade - RFP

E. Tom and Kitty Stuart Park

F. Gulf Beaches Public Library FY 24 Budget

G. RFP #2023-03 Gulf Ln Roadway & Beach Access Improvements

H. Professional Services Contract RFQ #20-03 First Amendment

I. Density and Intensity Consistency with Forward Pinellas

J. The City of Madeira Beach Master Plan and Land Development Regulations

5. 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 223 or fax a written request to 727-399-1131.



Memorandum

Meeting Details: May 24, 2023 - BOC Workshop Meeting
Prepared For: Hon. Mayor and Board of Commissioners
Staff Contact: Jenny Rowan, Community Development Director
Subject: Pinellas County Insurance Advocate Presentation

Background

FEMA updated the National Flood Insurance Program's (NFIP) risk rating methodology through the implementation of a new pricing methodology called Risk Rating 2.0. The methodology leverages industry best practices and cutting-edge technology to enable FEMA to deliver rates that are actuarially sound, equitable, easier to understand and better reflect a property's flood risk.

Discussion

Kimberly Harr will present and answer questions regarding Risk Rating 2.0, citizens new flood requirements and what to do if getting non-renewed by private flood insurance.

Rate Explanation Guide

FEMA's new rating methodology, **Risk Rating 2.0: Equity in Action**, considers specific characteristics of a building – the **Where, How, and What** – to provide a more modern, individualized, and equitable flood insurance rate. Understanding these characteristics helps to identify the building's unique flood risk and associated premium.

WHERE It Is Built (Property Address)

FEMA uses the building's property address to determine flood risk for the property. The property address is used to determine:

- **A building's distance to flooding sources**, including the distance to the coast, ocean, rivers, and Great Lakes.
- **The ground elevation** where the building is located relative to the elevation of the surrounding area and the elevation of nearby flooding sources.
- **Other characteristics** such as the community where the building is located and how that relates to the Community Rating System discount or whether the building is on a barrier island.



HOW It Is Built (Building Characteristics)

Knowing the physical characteristics of a building provides a deeper understanding of the building's individual flood risk and how it may impact premium. Relevant variables include:

Building Occupancy

The type (and use) of the building being insured sets available coverage limits and determines what is covered as indicated in the policy form.

Foundation Type

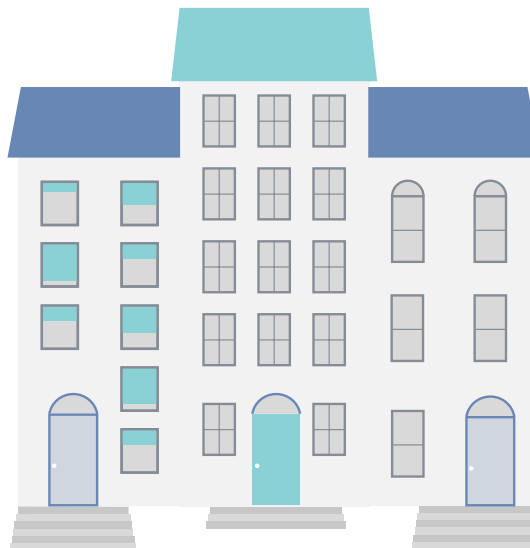
The foundation type provides important insight as to where the flood risk is likely to begin. For instance, risk varies based on whether a building's foundation is underground, at ground, or above ground.

First Floor Height

Buildings whose first floor is higher off the ground have lower flood risk.

Number of Floors

Buildings with more floors spread their risk over a higher area.



Unit Location

Individual units on higher floors have lower flood risk than units on lower floors.

Construction Type

Masonry walls perform better in different flooding events than wood frame walls.

Flood Openings

Flood openings can lower a building's flood risk as they allow floodwaters to flow through a building's enclosure or crawlspace.

Machinery & Equipment

Elevating above the first floor lowers the risk of damage to machinery & equipment covered in the policy.



FEMA

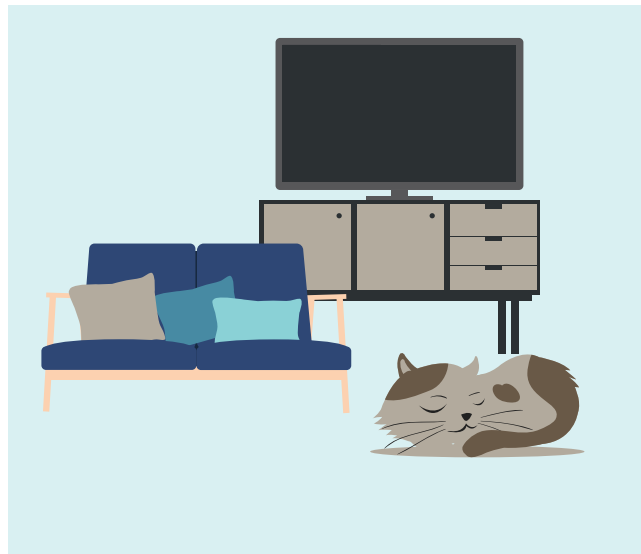
WHAT Is Built and Covered (Replacement Cost and Coverage)

The building's replacement cost value, the amount of coverage requested, and the deductible choices influence the insurance premium.



Building Replacement Cost Value*

Buildings with higher costs to repair generally result in higher losses, resulting in higher premiums.



Building and Contents Coverage

Policies with higher coverage limits have higher potential loss costs, which lead to higher premiums. Building coverage and contents coverage amounts are selected separately.



Building and Contents Deductible

Policyholders who choose higher deductibles are assuming more of the risk during a flood event, which can result in a lower overall premium. Choosing a higher deductible means policyholders will need to cover more of the cost to rebuild out of pocket.

* The Building Replacement Cost Value used for rating does not affect the replacement cost value determined at time of loss.

Discount Explanation Guide

Risk Rating 2.0: Equity in Action is FEMA's individualized approach to risk assessment, built on years of investment in flood hazard information.

By using current data, flood models, and technology, FEMA considers many risk factors for individual properties, including frequency of flooding, multiple flood types, distance to a flooding source, and property characteristics such as elevation and the cost to rebuild.

Mitigation efforts, community programs, and other discounts can help reduce flood damage and, potentially, the cost of flood insurance. This guide provides discount information on certain rating variables that are generally applied to the building and contents premium.

Foundation Type

Below are the six Foundation Types, which provide important insight as to where the flood risk is likely to begin. Buildings Elevated with Enclosure Not on Posts, Piles, or Piers will have a higher premium than buildings Elevated without Enclosure on Posts, Piles, Piers, if all rating variables are the same.



First Floor Height

The First Floor Height (FFH), or the height of the building's first lowest floor above the adjacent grade, is another rating variable critical to understanding the flood risk. Generally, buildings that are higher off the ground have lower risk. The following chart shows the discount percentage based on the foundation type and FFH, which is included in the amount charged for building and contents coverage. For example, a building with a crawlspace foundation and FFH of 3 feet above adjacent grade corresponds to a 22.1% discount compared to the same building having a FFH of 0. Between whole numbers, the discount for FFH is continuously provided (interpolated). For example, a building with a slab-on-grade foundation and FFH of 1.25 feet will receive a discount of -9.85%, which is a quarter of the way between the discount for 1 foot and 2 feet.

First Floor Height* (In Feet)	Slab on Grade	Basement	Crawlspace (including Subgrade Crawlspace)	Elevated with Enclosure Not on Posts, Piles, or Piers	Elevated with Enclosure on Posts, Piles, or Piers	Elevated without Enclosure on Posts, Piles, or Piers
0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
1	-8.0%	-8.0%	-8.0%	-8.0%	-9.0%	-10.0%
2	-15.4%	-15.4%	-15.4%	-15.4%	-17.2%	-19.0%
3	-22.1%	-22.1%	-22.1%	-22.1%	-24.6%	-27.1%
4	-28.4%	-28.4%	-28.4%	-28.4%	-31.4%	-34.4%
5	-34.1%	-34.1%	-34.1%	-34.1%	-37.6%	-41.0%
6	-36.7%	-36.7%	-36.7%	-36.7%	-43.2%	-46.9%
7	-39.3%	-39.3%	-39.3%	-39.3%	-48.3%	-52.2%
8	-41.7%	-41.7%	-41.7%	-41.7%	-53.0%	-57.0%
9	-44.0%	-44.0%	-44.0%	-44.0%	-57.2%	-61.3%
10 - 14	-46.3% to -54.4%	-46.3% to -54.4%	-46.3% to -54.4%	-46.3% to -54.4%	-61.1% to -73.3%	-65.1% to -77.1%
15 - 25	-56.2% to -70.9%	-56.2% to -70.9%	-56.2% to -70.9%	-56.2% to -70.9%	-75.7% to -86.6%	-79.4% to -88.9%

*Although the chart shows FFHs up to 25 feet, we recognize it is rare that the FFH will reach those measurements for most foundation types.

Flood Openings

Policyholders may receive a mitigation discount if the building's enclosure or crawlspace is constructed with proper flood openings or engineered openings with documentation. Flood openings can lower a building's flood risk as they allow floodwaters to flow through a building's enclosure or crawlspace. The following chart shows the discount percentages based on eligible foundation types and FFH. For example, a building Elevated with Enclosure Not on Posts, Piles, or Piers with a FFH measurement of 9 feet above the adjacent grade corresponds to a 11.8% mitigation discount, compared to the same building without proper flood openings, which would receive no flood openings discount. Between whole numbers, the discount for Flood Openings is continuously provided (interpolated). For example, a building with a crawlspace foundation and a FFH of 4.25 feet will receive a discount of -2.225%, which is a quarter of the way between the discount for 4 feet and 5 feet.

First Floor Height* (In Feet)	Crawlspace (including Subgrade Crawlspace)	Elevated with Enclosure Not on Posts, Piles, or Piers	Elevated with Enclosure on Posts, Piles, or Piers
1	-0.5%	-0.5%	-0.5%
2	-1.1%	-1.1%	-1.1%
3	-1.7%	-1.7%	-1.7%
4	-2.1%	-2.1%	-2.2%
5	-2.6%	-2.6%	-2.7%
6	-5.2%	-5.2%	-3.2%
7	-7.4%	-7.4%	-3.7%
8	-9.6%	-9.6%	-4.3%
9	-11.8%	-11.8%	-4.7%
10 - 14	-13.8% to -20.6%	-13.8% to -20.6%	-5.1% to -7.1%
15 - 25	-22.1% to -27.1%	-22.1% to -27.1%	-7.8% to -9.0%

*Although the chart shows FFHs up to 25 feet, we recognize it is rare that the FFH will reach those measurements for most foundation types.

Machinery & Equipment

Policyholders may receive a **5% mitigation** discount if certain covered Machinery and Equipment (M&E) and appliances servicing the building, whether inside or outside the building, are elevated to at least the elevation of the floor above the building's first floor.

Floor of Interest: Number of Floors in Building

The building's number of floors above the ground (excluding enclosures, on grade or subgrade crawlspaces, basements, and attics used only for storage) may result in reduced insurance rates. For example, a building with three floors may receive a greater discount for this rating variable than if that same building had only one floor. The table below shows discounts based on the number of floors in the building and occupancy type. This rating variable does not apply to residential or non-residential units.

Number of Floors in Building	Single Family Home Building Occupancy	All Other Building Occupancies (Excluding Residential Unit and Non-Residential Unit)
1	0.0%	0.0%
2	-10.0%	-10.0%
3	-30.0%	-30.0%
4	-	-37.3%
5	-	-42.3%
6	-	-45.9%
7	-	-48.8%
8-100	-	-51% to -69%

Floor of Interest: Floor of Unit

For a residential or non-residential unit inside a multi-floor building, the floor where the unit is located may impact the premium. Units above the first floor receive a higher discount as shown in the table below.

The Floor Where the Unit Is Located	Residential/Non-Residential Unit Building Occupancy
1	0.0%
2	-71.8%
3	-88.4%
4+	-88.9%

Statutory Discounts

FEMA provides statutory discounts on the first \$35,000 of coverage for buildings and \$10,000 of contents coverage for pre-Flood Insurance Rate Map (FIRM) primary residences and newly mapped properties, as well as those in the Emergency Program or located in the AR or A99 flood zone.

The table below shows the discount percentage that applies to the policy's first term of eligibility for the statutory discount. For subsequent renewal terms, the statutory annual increase cap applies.

Statutory Discount	Discount Percentage
Newly Mapped	70%
Pre-FIRM Discount	60%
Emergency Program	60%
AR Zone	60%

CRS Discount

Under Risk Rating 2.0: Equity in Action, Community Rating System (CRS) discounts ranging from 5% to 45% are applied uniformly. The community's CRS discount applies to all CRS eligible NFIP policies in the community regardless of flood zone.

Note: A loss and expense constant is applied to the full risk premium separate from any of the discounts mentioned above. As a result, the difference in full risk premium between any two quotes will not exactly match the percentages listed. Additionally, certain discounts may not apply to the coastal erosion portion of the premium, if applicable. Policies may also be subject to minimum or maximum rates by peril and coverage, which may impact how discounts are applied and the specific amount of premium savings.



MEMORANDUM

TO: Honorable Mayor and Board of Commissioners
VIA: Robin Gomez, City Manager
FROM: Jay Hatch, Recreation Director
DATE: May 16, 2023
RE: **City Dog Park Improvements**

Background

Currently the City of Madeira Beach has a dog park located in the City Hall Parking lot between the Fire Station and the Ball Fields of ROC Park. Due to its abundance of use, the dog park has become a maintenance challenge and is due for a much-needed overhaul to better serve the community of dog owners who utilize it. Over the last year, staff has held various community input meetings to seek feedback on what the future of the dog park would look like. Those meetings were held on April 19, 2022, October 26, 2022, and May 17, 2023. Each meeting saw approximately 50-75 visitors and their pets. Feedback from those meetings was collected and staff worked with Leroy Chin of TranSystems to develop plans for potential renovation of the dog park. Of that feedback, concerns related to the surface, shade, and amenities were raised by the dog park users. To this point, Mr. Chin and staff have compiled drawings and cost estimates for the dog park improvements as it is currently designed.

At this time, staff is seeking direction from the board to move forward with bidding out the various aspects of the project to get a better understanding of the overall costs of the project in order to move forward with the dog park improvements.

Fiscal Impact

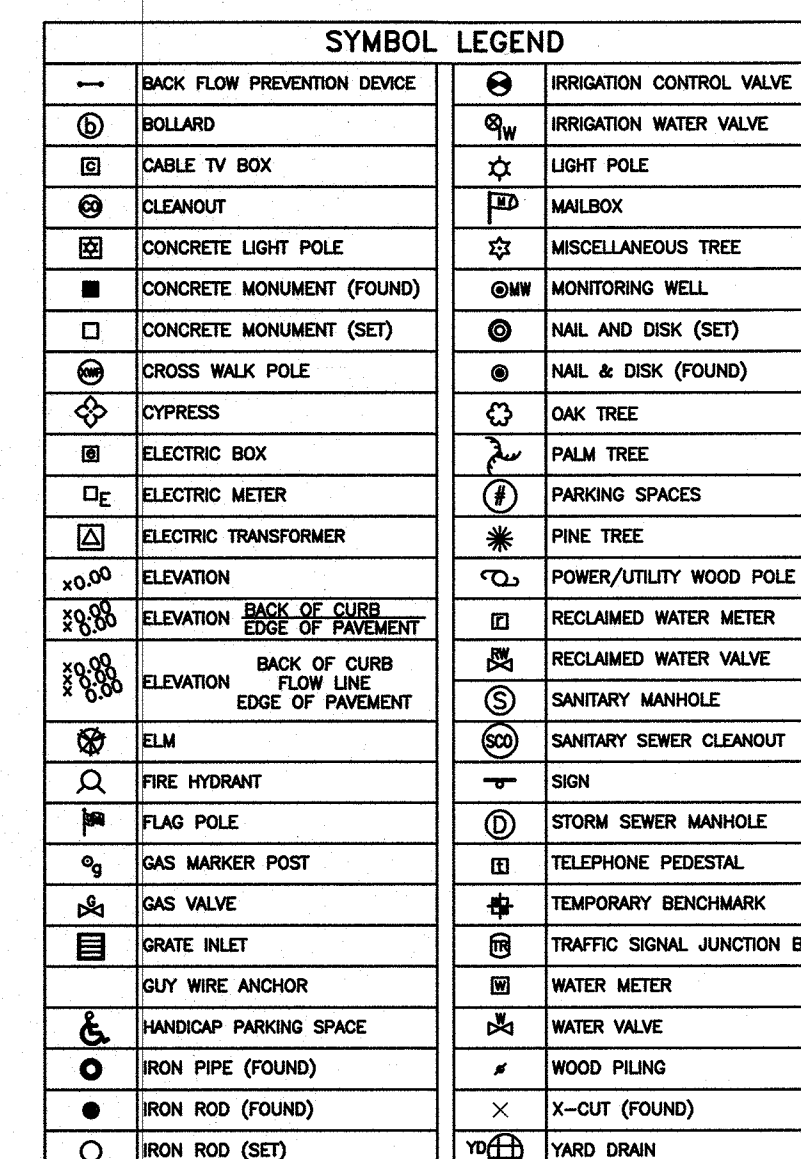
Current cost estimates are included in the attached document below. Staff intends to oversee construction of the project which should result in overall savings. Additionally, staff will utilize a sponsorship program for the dog park to help offset some of the costs associated with the project.

Recommendation

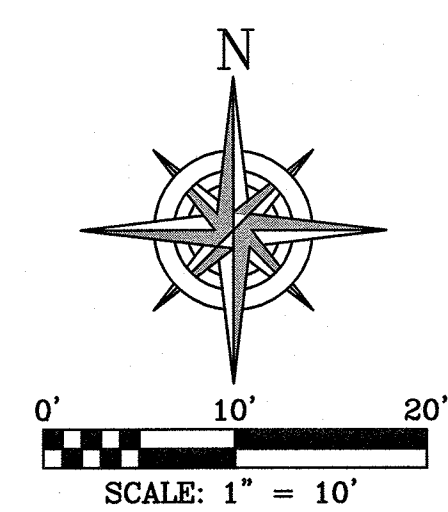
Staff recommends moving forward with Requests for Bids to determine the overall cost of the project. Staff would release the information as soon as possible and bring the results of the bids back to a future workshop for discussion.

Attachments

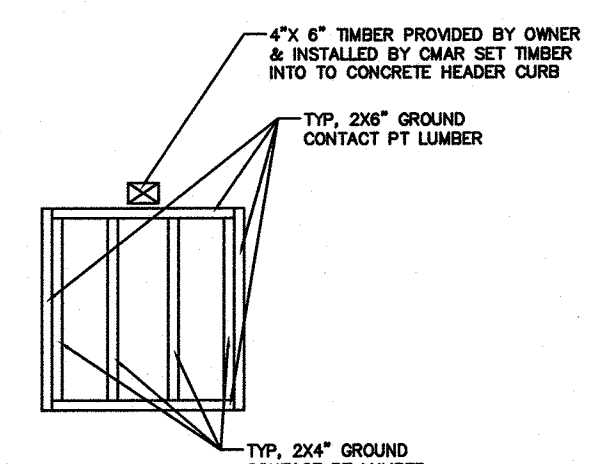
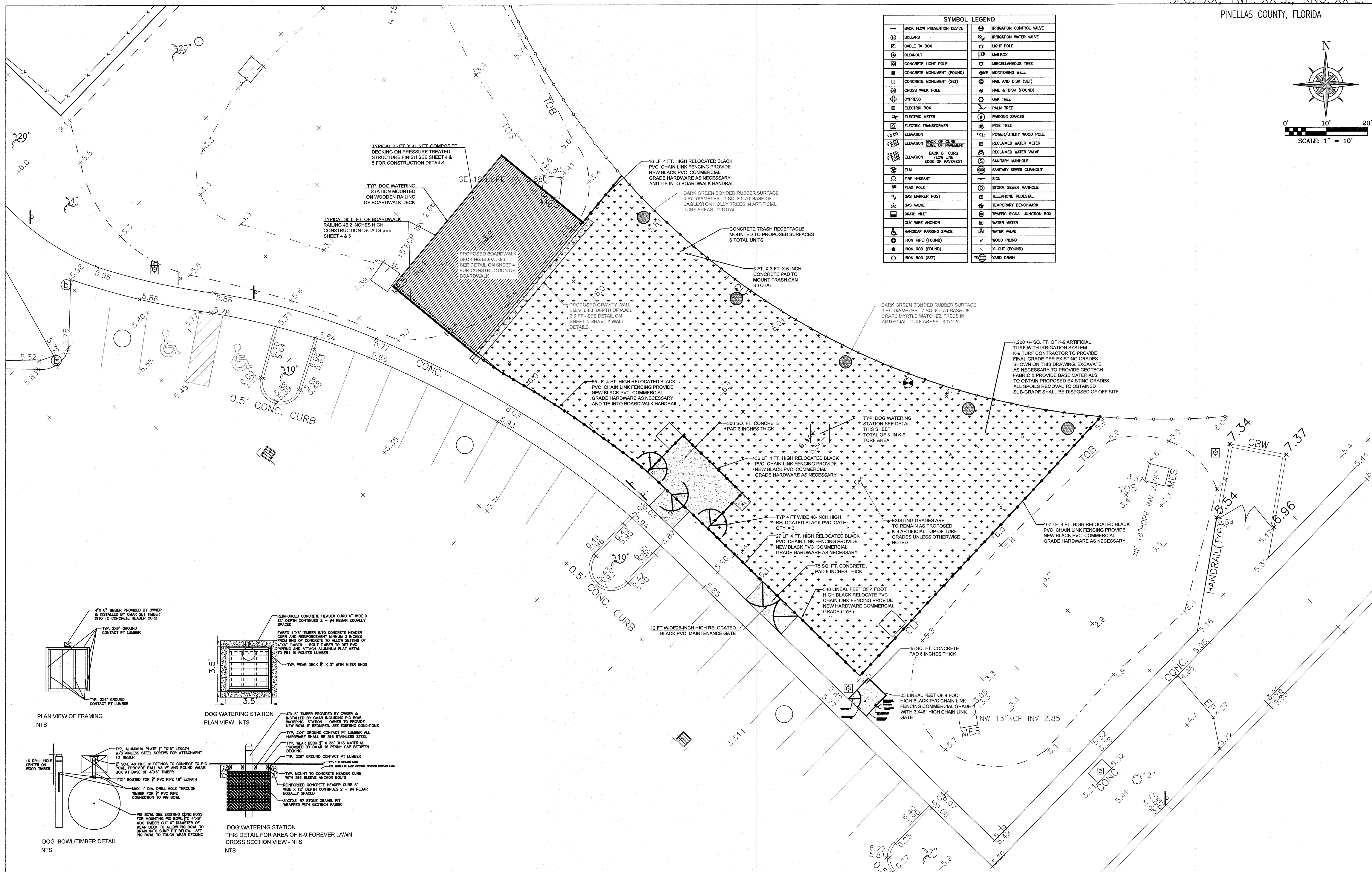
- Preliminary Dog Park Design
- Preliminary Dog Park Cost Estimate



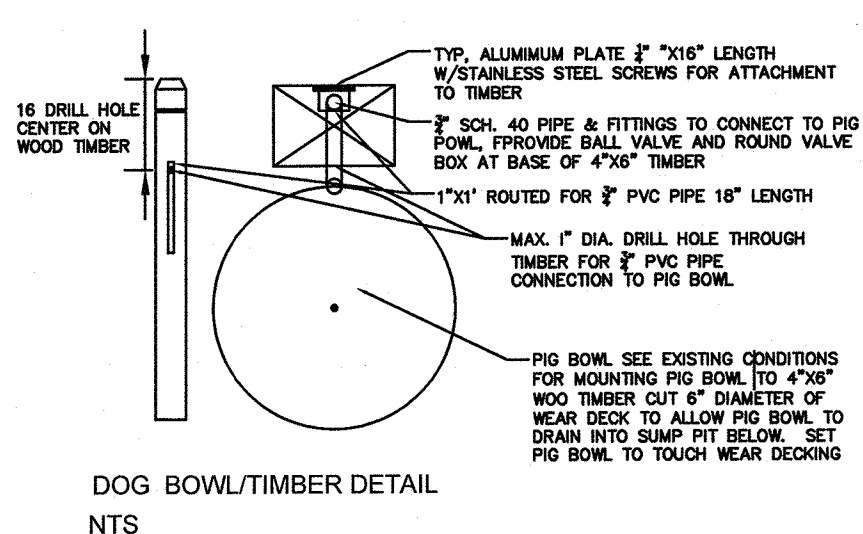
SEC. XX, TWP. XX S., RNG. XX E.
PINELLAS COUNTY, FLORIDA



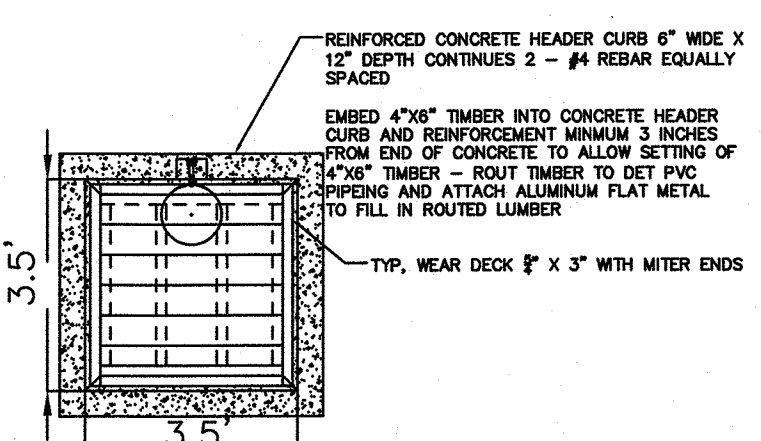
SYMBOL LEGEND	
BACK FLOW PREVENTION DEVICE	IRRIGATION CONTROL VALVE
BOLLARD	IRRIGATION WATER VALVE
CABLE TV BOX	LIGHT POLE
CLEANOUT	MAILBOX
CONCRETE LIGHT POLE	MISCELLANEOUS TREE
CONCRETE MONUMENT (FOUND)	MONITORING WELL
CONCRETE MONUMENT (SET)	NAIL AND DISK (SET)
CROSS WALK POLE	NAIL & DISK (FOUND)
CYPRESS	OAK TREE
ELECTRIC BOX	PALM TREE
ELECTRIC METER	PARKING SPACES
ELECTRIC TRANSFORMER	PINE TREE
ELEVATION	POWER/UTILITY WOOD POLE
ELEVATION BACK OF CURB	RECLAIMED WATER METER
ELEVATION BACK OF CURB	RECLAIMED WATER VALVE
ELEVATION FLOW LINE	SANITARY MANHOLE
ELM	SANITARY SEWER CLEANOUT
FIRE HYDRANT	SIGN
FLAG POLE	STORM SEWER MANHOLE
GAS MARKER POST	TELEPHONE PEDESTAL
GAS VALVE	TEMPORARY BENCHMARK
GRATE INLET	TRAFFIC SIGNAL JUNCTION BOX
GUY WIRE ANCHOR	WATER METER
HANDICAP PARKING SPACE	WATER VALVE
IRON PIPE (FOUND)	WOOD PILING
IRON ROD (FOUND)	X-CUT (FOUND)
IRON ROD (SET)	YARD DRAIN



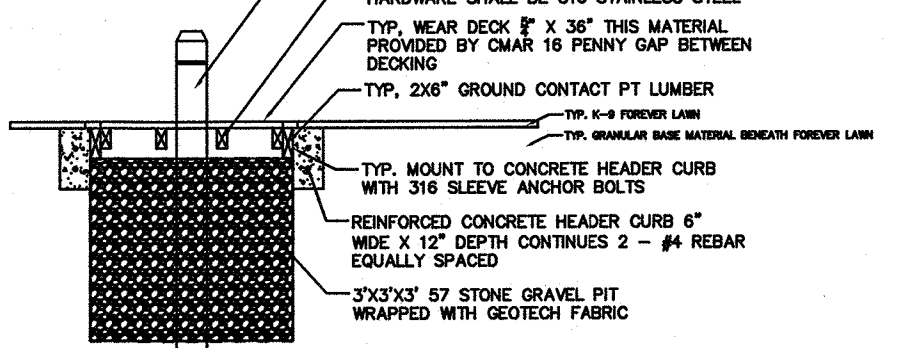
PLAN VIEW OF FRAMING
NTS



DOG BOWL/TIMBER DETAIL
NTS



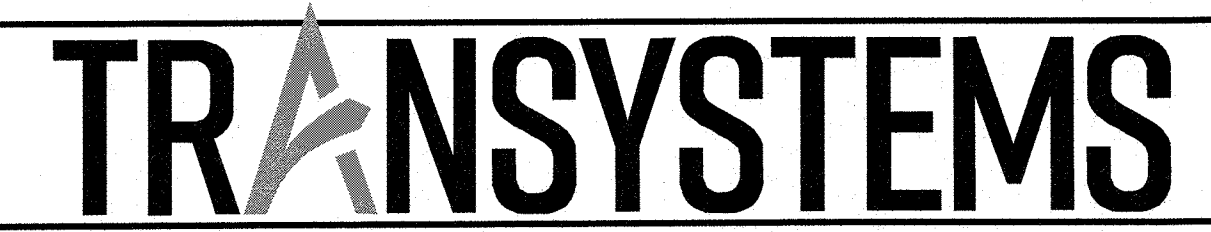
DOG WATERING STATION
PLAN VIEW - NTS



DOG WATERING STATION
THIS DETAIL FOR AREA OF K-9 FOREVER LAWN
CROSS SECTION VIEW - NTS

May 15, 2023 - 8:29pm I:\CAD Projects\Projects_SPT X Drive\2023\SE22.417.00 Madeira Beach Dog Park Renovation\Engineering\Acad\SE22-417-T DOG PARK MASTER DEVELOPMENT PLAN 4-13-2023.dwg

REV.#	DESCRIPTION	DATE	BY



565 SOUTH HERCULES AVENUE
CLEARWATER, FL 33764
PHONE 727.822.4151
WWW.TRANSYSTEMS.COM

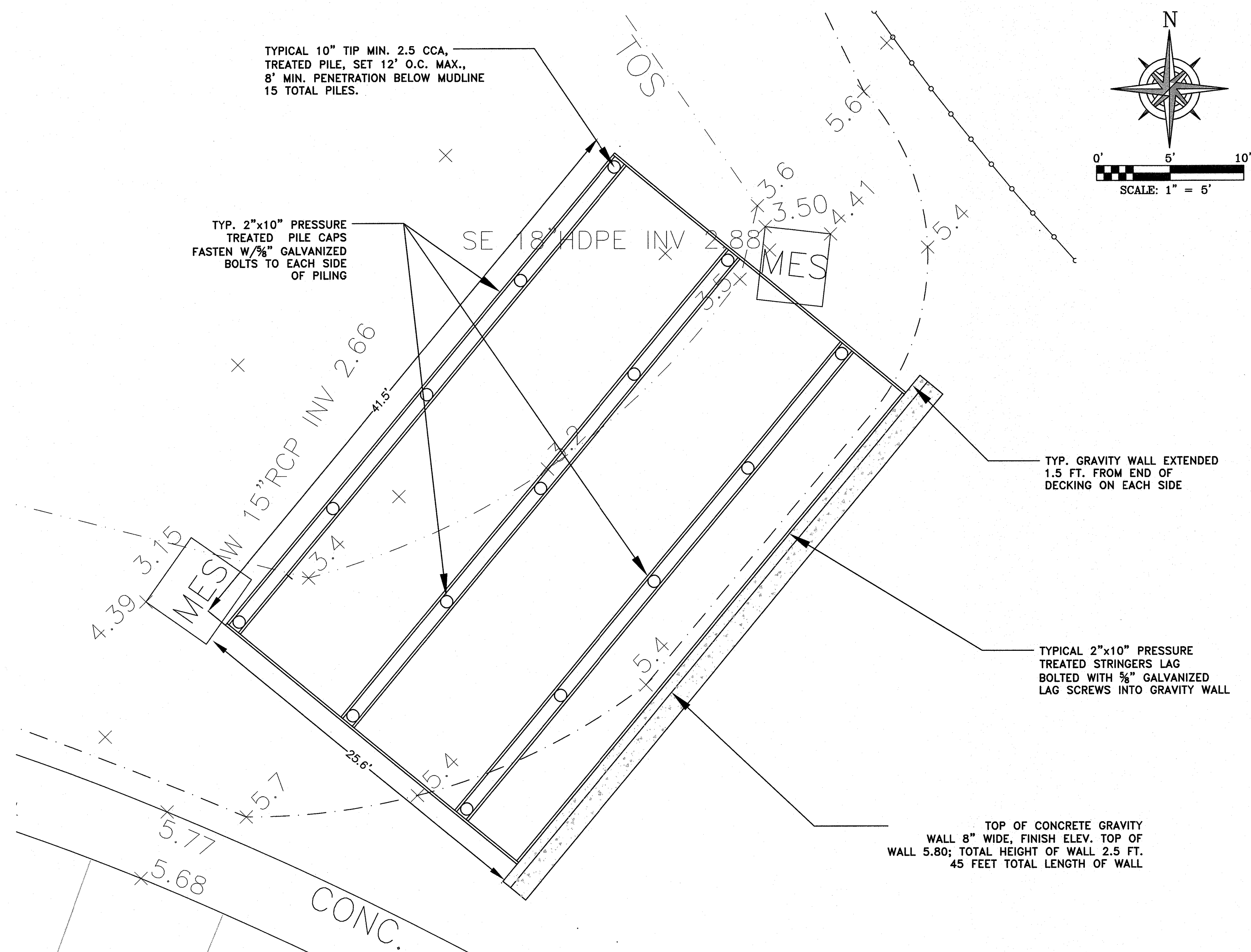
SITE PLAN
MADEIRA BEACH DOG PARK
300 MUNICIPAL DRIVE
FLORIDA

I, LEROY CHIN, HEREBY CERTIFY AS A LICENSED PROFESSIONAL LANDSCAPE ARCHITECT, REGISTERED IN ACCORDANCE WITH FLORIDA STATUTE 471 (481) THAT THE ABOVE PROJECT'S SITE AND/OR CONSTRUCTION PLANS, TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, WILL MEET APPLICABLE DESIGN CRITERIA SPECIFIED BY CITY MUNICIPAL ORDINANCE, STATE AND FEDERAL ESTABLISHED STANDARDS. I UNDERSTAND THAT IT IS MY RESPONSIBILITY AS THE PROJECT'S PROFESSIONAL LANDSCAPE ARCHITECT TO PERFORM A QUALITY ASSURANCE REVIEW OF THESE SUBMITTED PLANS.

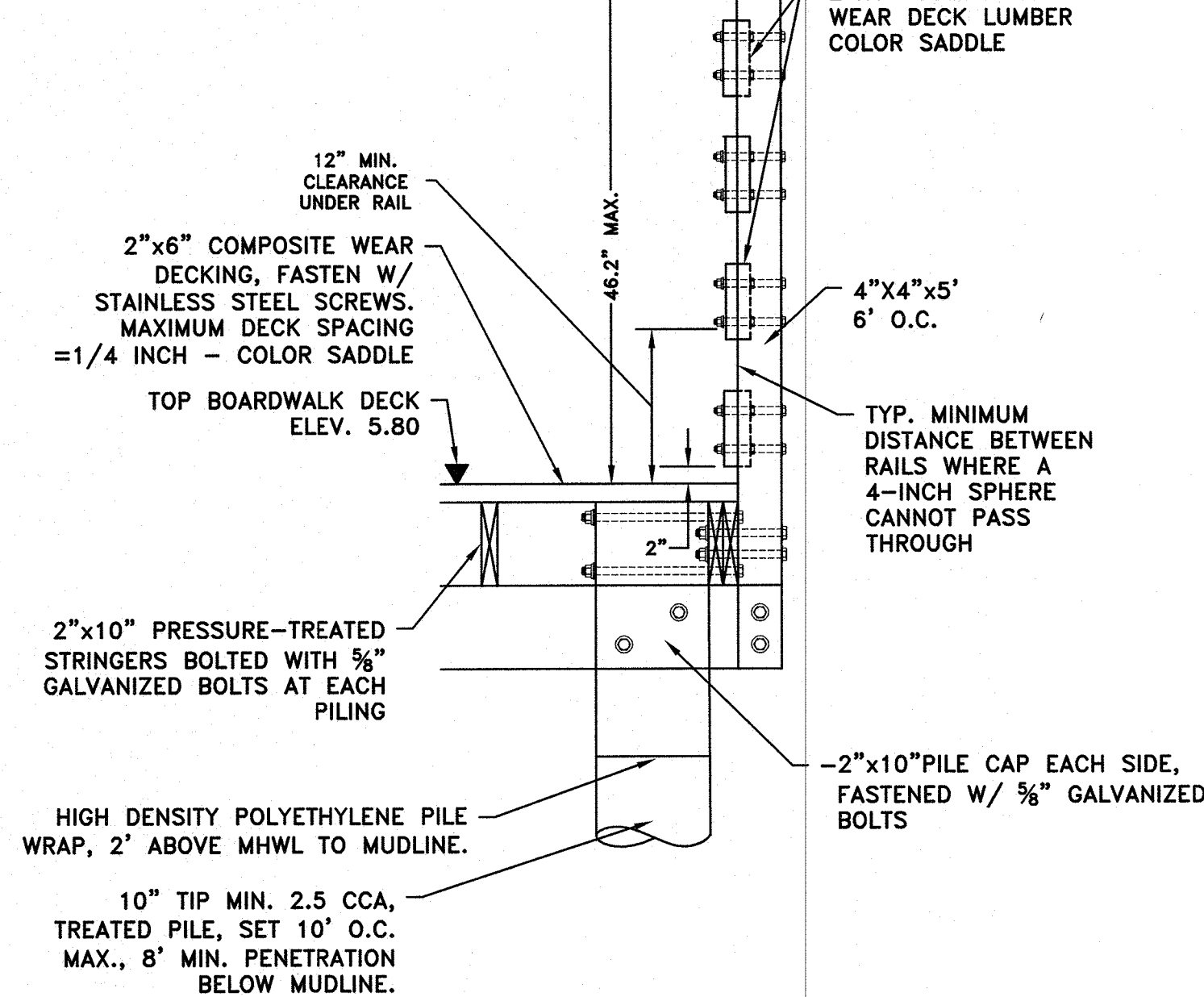
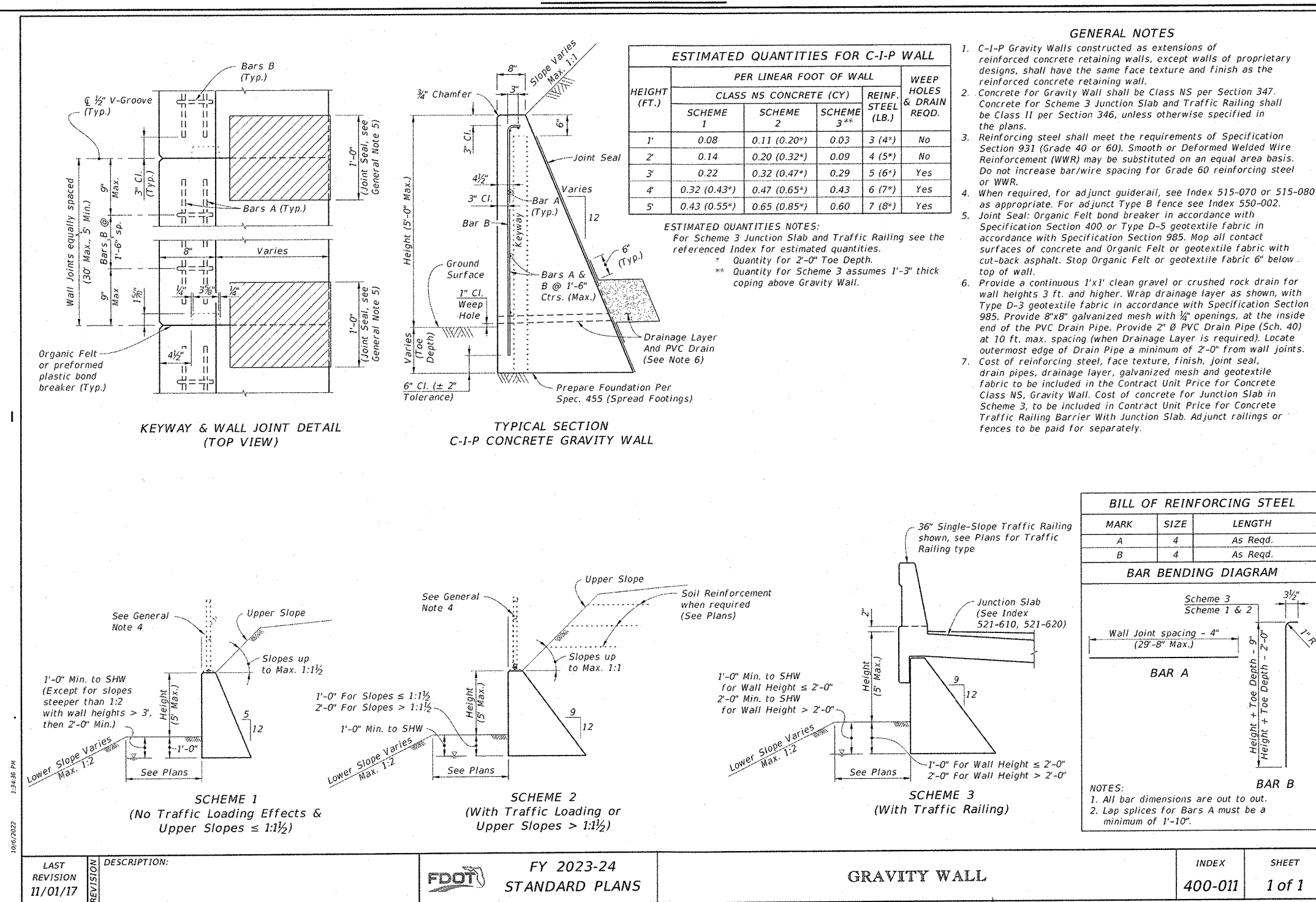
LEROY CHIN, FL RLA 1206

NOT A BOUNDARY SURVEY

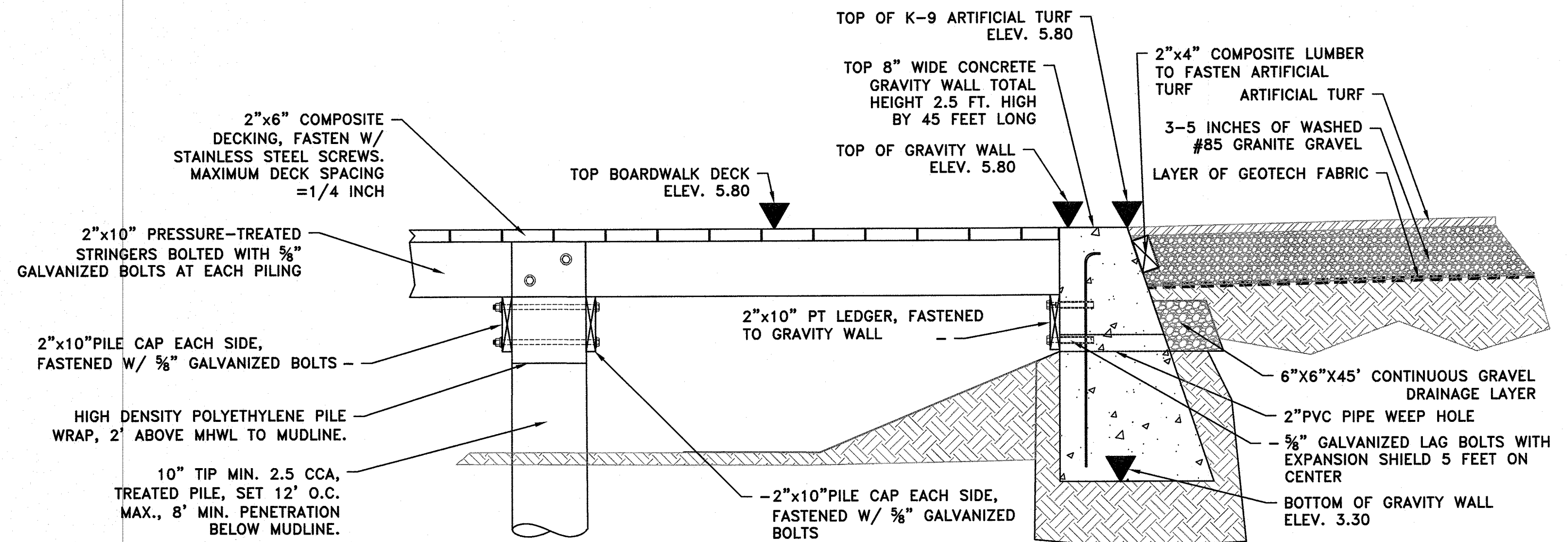
PROJECT NUMBER	SE22.417.00
DATE:	5/03/2023
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SHEET NO.	2 OF X



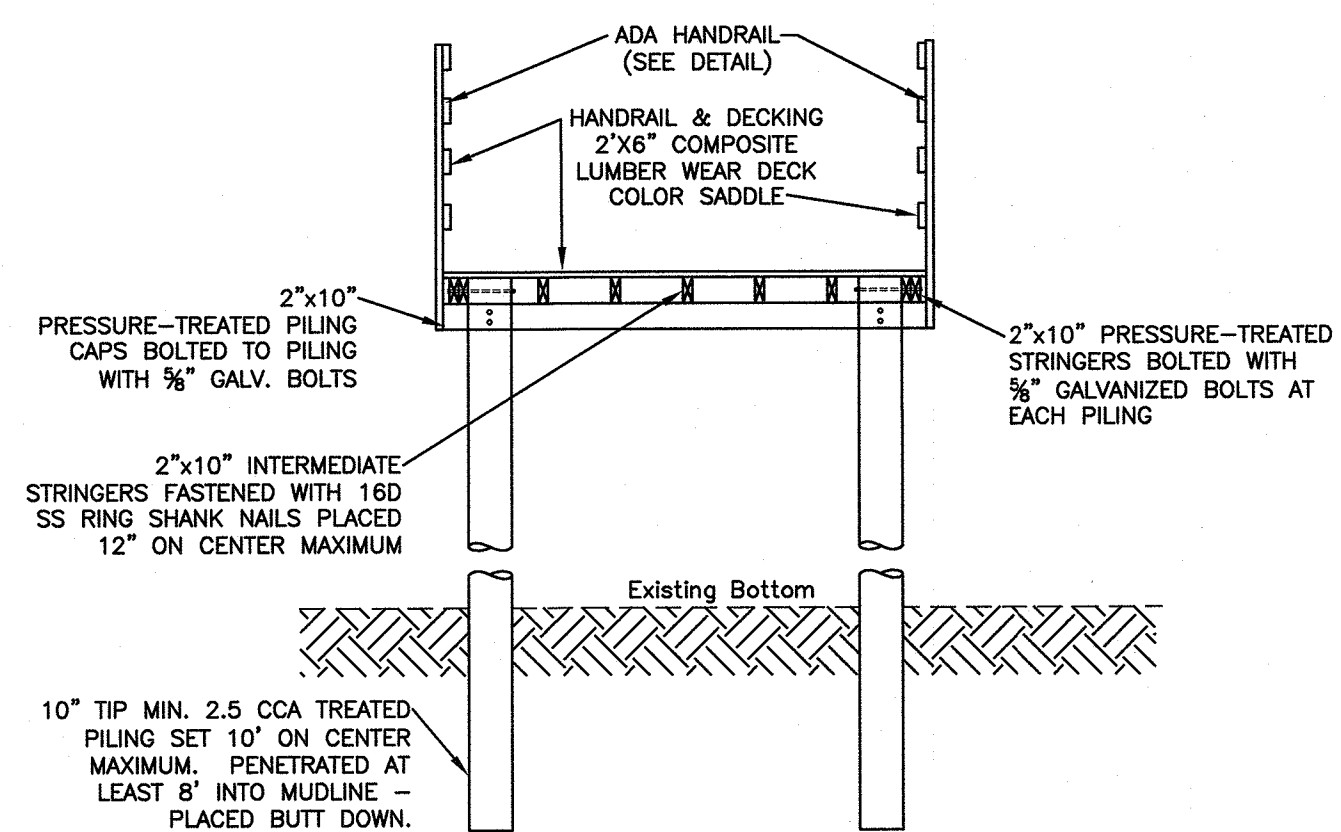
LAYOUT OF BOARDWALK PILES & PILE CAPS
SCALE: NTS



TYPICAL 46.2" HIGH BOARDWALK HANDRAIL
CROSS SECTION - NTS

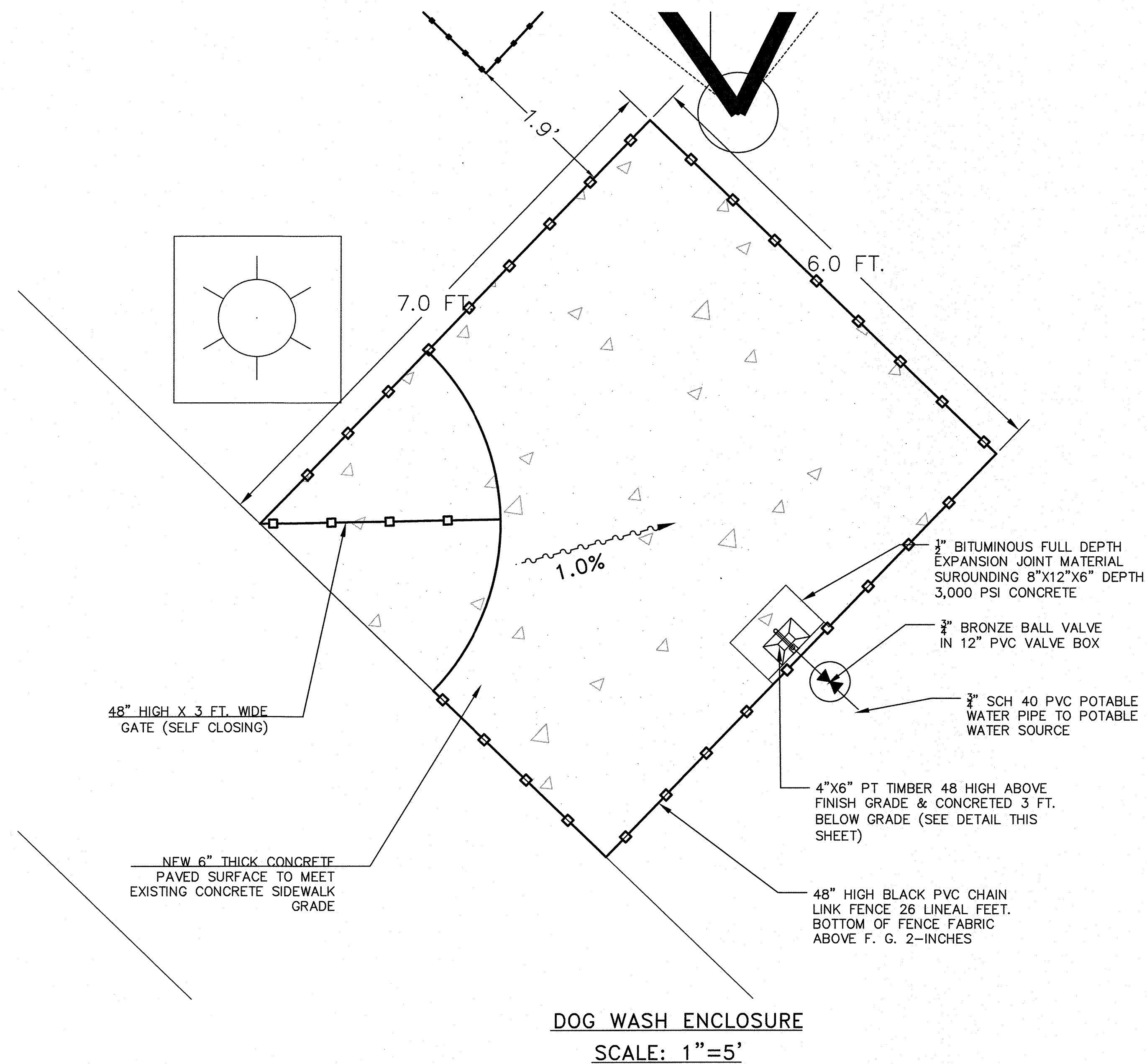


CROSS SECTION AT BOARDWALK
& DOG RUN AT GRAVITY WALL - NTS

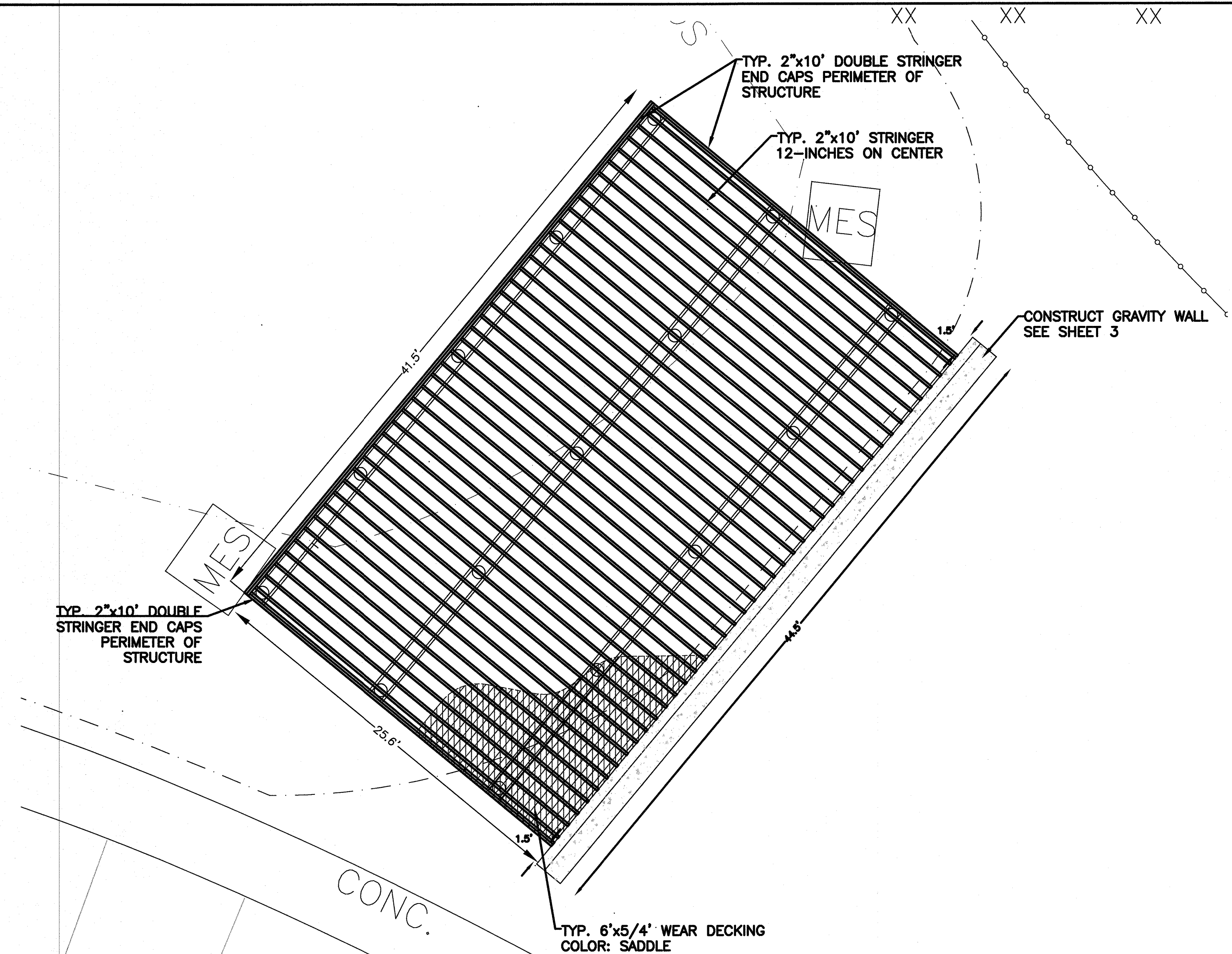


- GENERAL NOTES:
- ALL CONSTRUCTION TO MEET OR EXCEED PINELLAS COUNTY LAND DEVELOPMENT CODE SECTION 166.
 - PILING SPACING (CENTER TO CENTER) TO BE 10 FEET NOMINAL.
 - NAIL ALL JOINTS WITH 30D GALVANIZED NAILS BEFORE BOLTING.
 - SCREW COMPOSITE DECKING TO EACH STRINGER WITH SS #504 SCREWS.
 - ALL BOLTS, NUTS & WASHERS SHALL BE GALVANIZED.
 - ALL TIMBER PILES SHALL BE SOUTHERN PINE GRADE ONE (1) & TREATED 2.5 P.C.F. OF C.C.A. (10" MINIMUM TIP DIAMETER).
 - ALL PILING TO BE SEATED WITH FREE FALLING HAMMER LAST 2 FEET MINIMUM.
 - ALL FRAMING, CAPS AND STRINGERS SHALL BE SOUTHERN PINE GRADE ONE (1), FINISHED RS, & TREATED W/0.6 OF C.C.A.
 - STRINGER LAP JOINTS = 4 FEET MIN. FOR DOUBLE STRINGERS.
 - 2 FEET MIN. FOR INTERMEDIATE STRINGERS.
 - ALL PLANKS (COMPOSITE) AND POSTS SHALL BE SOUTHERN PINE GRADE ONE (1), FINISHED S4S AND TREATED WITH 0.4 P.C.F. OF C.C.A.
 - ALL PERIMETER FRAMING TO BE DOUBLE 2"x10".

TYPICAL CROSS SECTION OF BOARDWALK - NTS



DOG WASH ENCLOSURE
SCALE: 1"=5'



LAYOUT OF BOARDWALK JOIST & END CAPS
SCALE: NTS

CROSS SECTION – NTS

May 15, 2023 - 8:33pm I:\CAD Projects\Projects_SDP X Drive\2022\SE22-417-00 Madeira Beach Dog Park Renovation\Engineering\Drawings\SE22-417-T DOG PARK MASTER DEVELOPMENT PLAN 4-13-2023.dwg

REV.#	DESCRIPTION	DATE	BY

TRANSYSTEMS

565 SOUTH HERCULES AVENUE
CLEARWATER, FL 33764
PHONE 727.822.4151
WWW.TRANSYSTEMS.COM

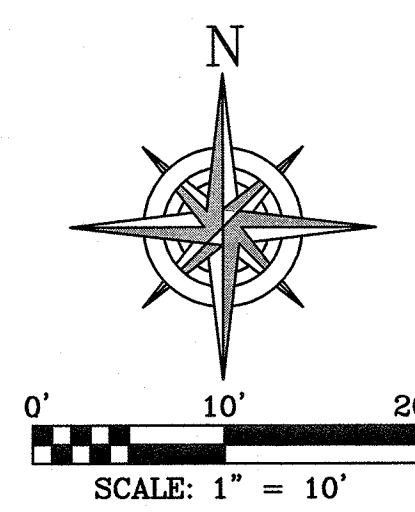
STRINGER, DECKING & DETAILS
MADEIRA BEACH DOG PARK
300 MUNICIPAL DRIVE
CITY OF MADEIRA BEACH FLORIDA

I, ALBERT CARRIER, HEREBY CERTIFY AS A LICENSED PROFESSIONAL ENGINEER, REGISTERED IN ACCORDANCE WITH FLORIDA STATUTE 471 (481) THAT THE ABOVE PROJECT'S SITE AND/OR CONSTRUCTION PLANS, TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, WILL MEET APPLICABLE DESIGN CRITERIA SPECIFIED BY CITY MUNICIPAL ORDINANCE, STATE AND FEDERAL ESTABLISHED STANDARDS. I UNDERSTAND THAT IT IS MY RESPONSIBILITY AS THE PROJECT'S PROFESSIONAL ENGINEER TO PERFORM A QUALITY ASSURANCE REVIEW OF THESE SUBMITTED PLANS.

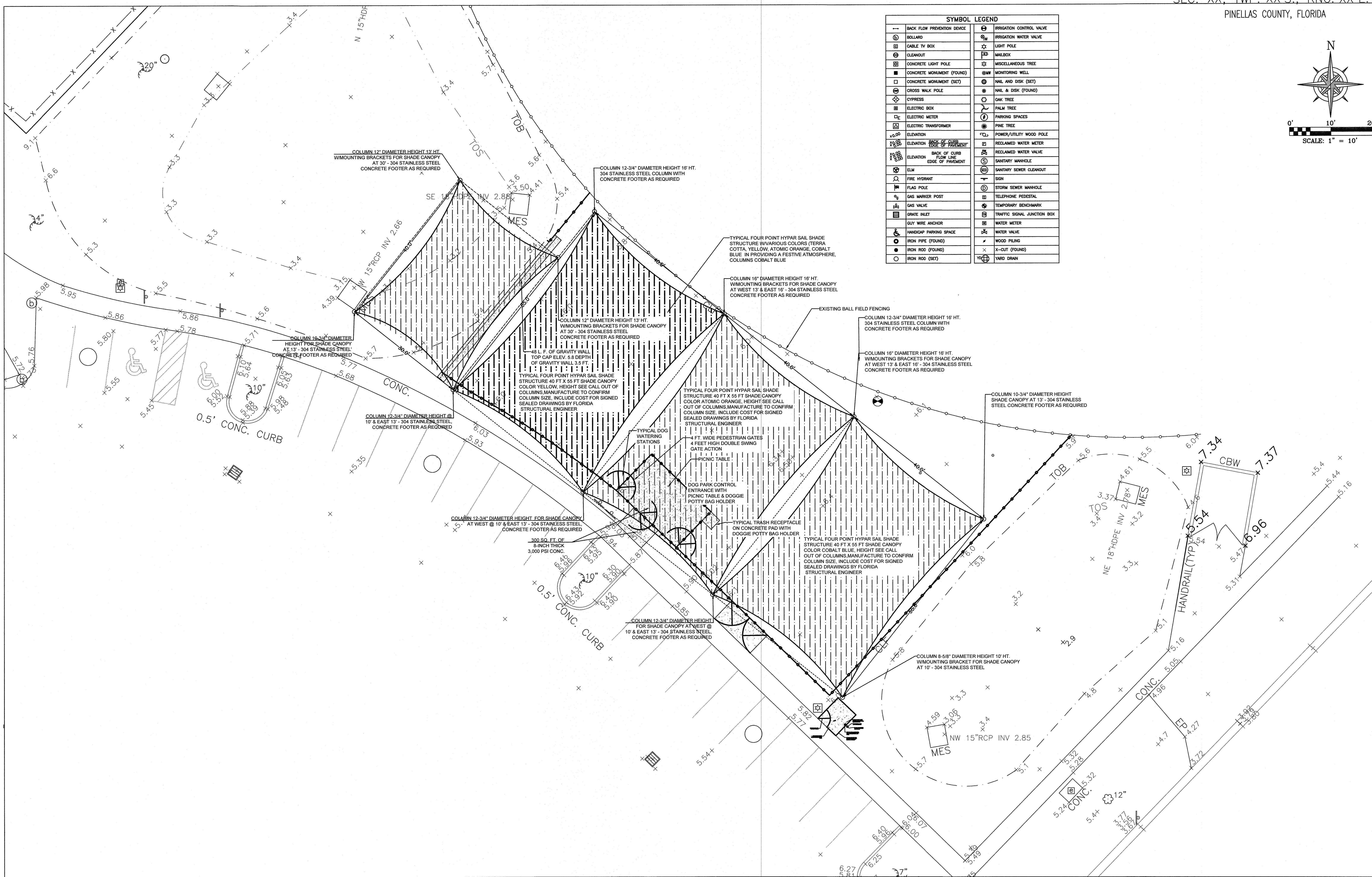
PROJECT NUMBER	SE22.417.00
DATE:	5/03/2023
DRAWN BY:	LC [FB: xxx PG: xxx]
SCALE:	1" = 10'
SHEET NO.	4 OF X

ALBERT P. CARRIER, P.E. 53990

SEC. XX, TWP. XX S., RNG. XX E.
PINELLAS COUNTY, FLORIDA



SYMBOL LEGEND	
	BACK FLOW PREVENTION DEVICE
	BOLLARD
	CABLE TV BOX
	CLEANOUT
	CONCRETE LIGHT POLE
	CONCRETE MONUMENT (FOUND)
	CONCRETE MONUMENT (SET)
	CROSS WALK POLE
	CYPRESS
	ELECTRIC BOX
	ELECTRIC METER
	ELECTRIC TRANSFORMER
	ELEVATION
	BACK OF CURB EDGE OF PAVEMENT
	ELEVATION
	BACK OF CURB EDGE OF PAVEMENT
	ELM
	FIRE HYDRANT
	FLAG POLE
	GAS MARKER POST
	GAS VALVE
	GRATE INLET
	GUY WIRE ANCHOR
	HANDICAP PARKING SPACE
	IRON PIPE (FOUND)
	IRON ROD (FOUND)
	IRON ROD (SET)
	IRRIGATION CONTROL VALVE
	IRRIGATION WATER VALVE
	LIGHT POLE
	MAILBOX
	MISCELLANEOUS TREE
	MONITORING WELL
	NAIL AND DISK (SET)
	NAIL & DISK (FOUND)
	OAK TREE
	PALM TREE
	PARKING SPACES
	PINE TREE
	POWER/UTILITY WOOD POLE
	RECLAIMED WATER METER
	RECLAIMED WATER VALVE
	SANITARY MANHOLE
	SANITARY SEWER CLEANOUT
	SIGN
	STORM SEWER MANHOLE
	TELEPHONE PEDESTAL
	TEMPORARY BENCHMARK
	TRAFFIC SIGNAL JUNCTION BOX
	WATER METER
	WATER VALVE
	WOOD PILING
	X-CUT (FOUND)
	YARD DRAIN



May 15, 2023 - 8:34pm I:\CAD Projects\Projects\SE22-417-00 Madeira Beach Dog Park Renovation\Engineering\Main\SE22-417-T DOG PARK MASTER DEVELOPMENT PLAN 4-13-2023.dwg

REV.#	DESCRIPTION	DATE	BY

TRANSYSTEMS

565 SOUTH HERCULES AVENUE
CLEARWATER, FL 33764
PHONE 727.822.4151
WWW.TRANSYSTEMS.COM

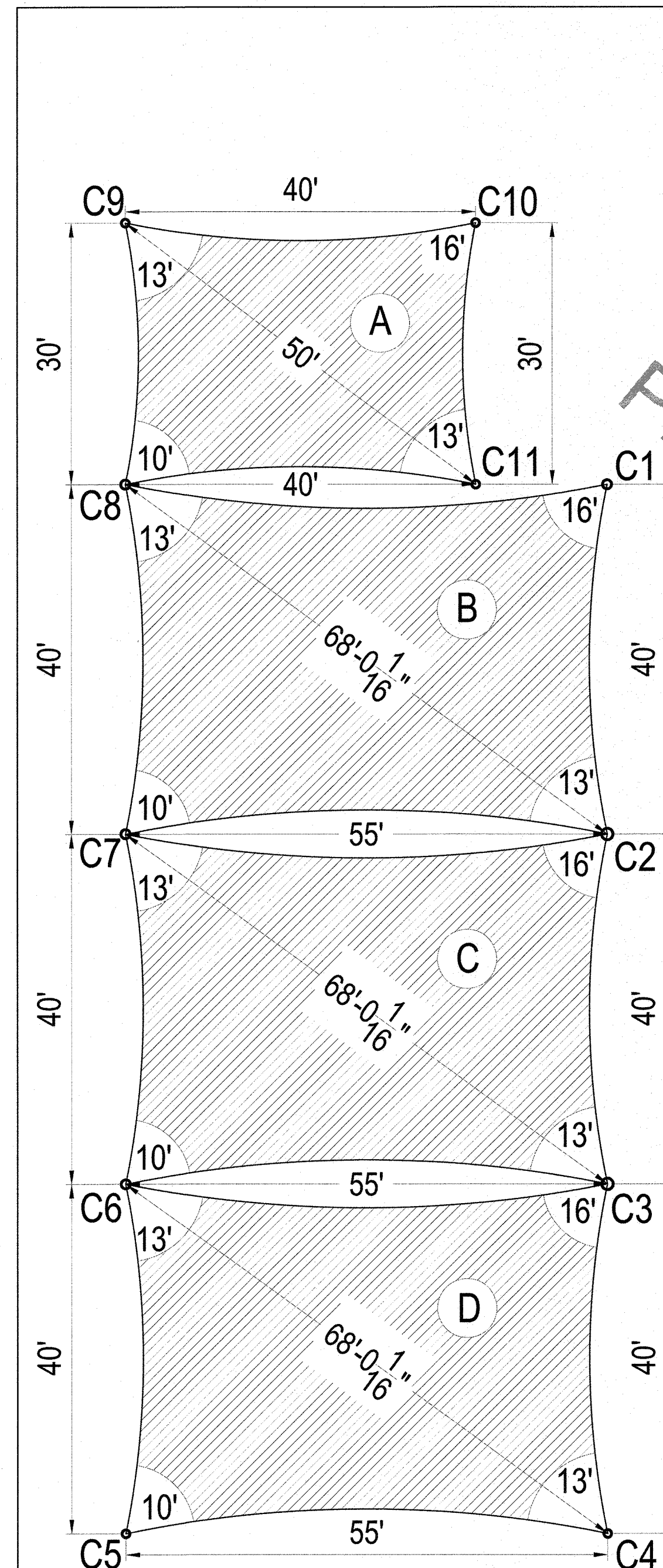
HARDSCAPE ELEMENT SITE PLAN
MADEIRA BEACH DOG PARK
300 MUNICIPAL DRIVE
FLORIDA

I, LEROY CHIN, HEREBY CERTIFY AS A LICENSED PROFESSIONAL LANDSCAPE ARCHITECT, REGISTERED IN ACCORDANCE WITH FLORIDA STATUTE 471 (4B1) THAT THE ABOVE PROJECT'S SITE AND/OR CONSTRUCTION PLANS, TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, WILL MEET APPLICABLE DESIGN CRITERIA SPECIFIED BY CITY MUNICIPAL ORDINANCE, STATE AND FEDERAL ESTABLISHED STANDARDS. I UNDERSTAND THAT IT IS MY RESPONSIBILITY AS THE PROJECT'S PROFESSIONAL LANDSCAPE ARCHITECT TO PERFORM A QUALITY ASSURANCE REVIEW OF THESE SUBMITTED PLANS.

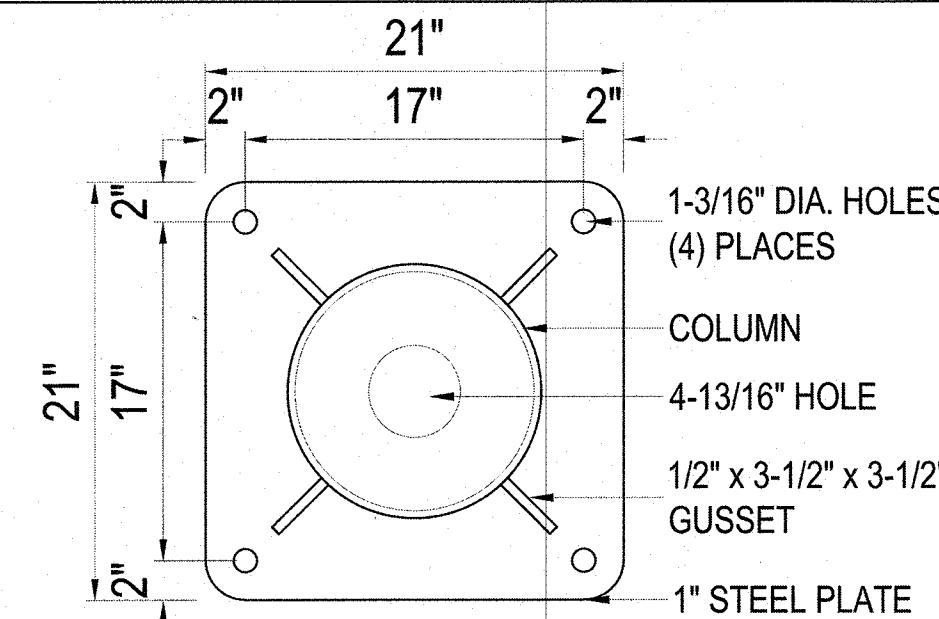
LEROY CHIN, FL RLA 1206

NOT A BOUNDARY SURVEY	
PROJECT NUMBER	SE22.417.00
DATE:	5/03/2023
DRAWN BY:	LC [FB: xxx PG: xxx]
SCALE:	1" = 10'
SHEET NO.	5 OF X

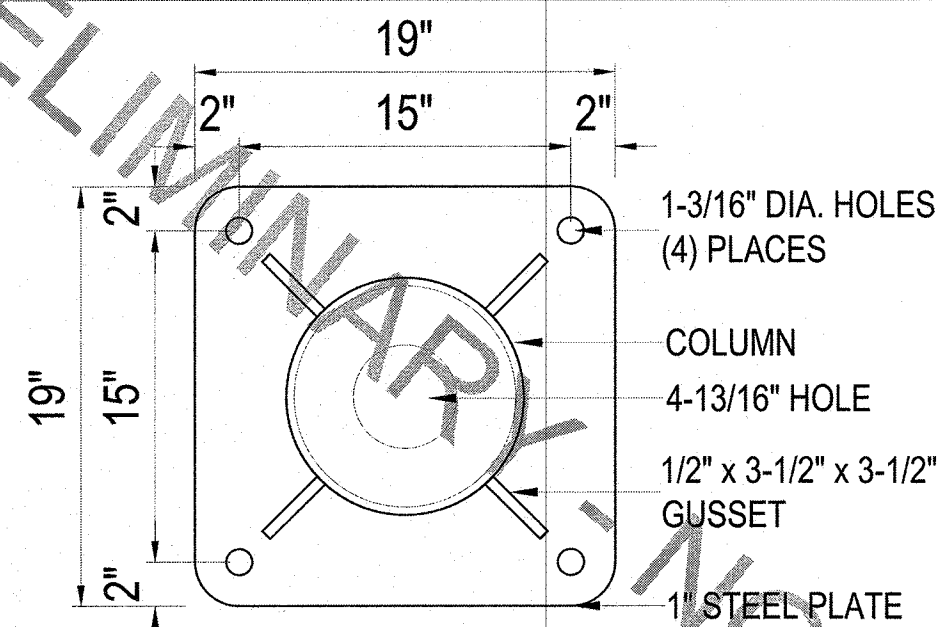
IMPORTANT: The footings sizes provided are estimated only. Depending on local conditions, actual engineered concrete footings may be substantially larger than estimates provided herein. Shade Systems is not responsible for actual engineered footings sizes differing from the estimates given or for any additional concrete installation costs which may be incurred by you as a result thereof.



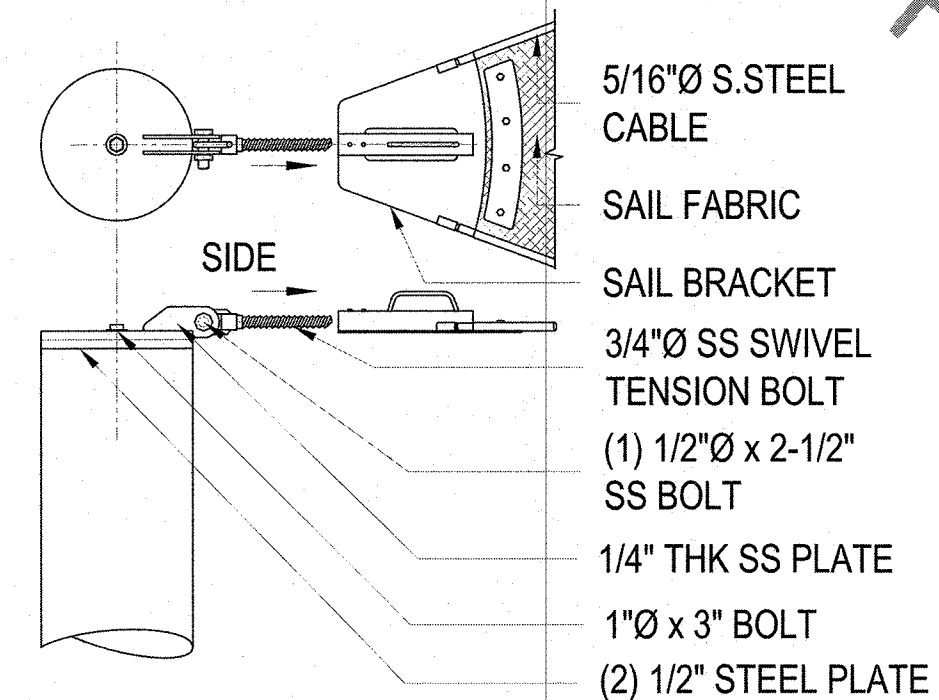
1 PLAN VIEW 5/16" DIA. STAINLESS STEEL CABLE AROUND PERIMETER OF MATERIAL
NOTE: NUMBERS IN CORNERS OF FABRIC INDICATE SAIL ATTACHMENT POINT HEIGHTS



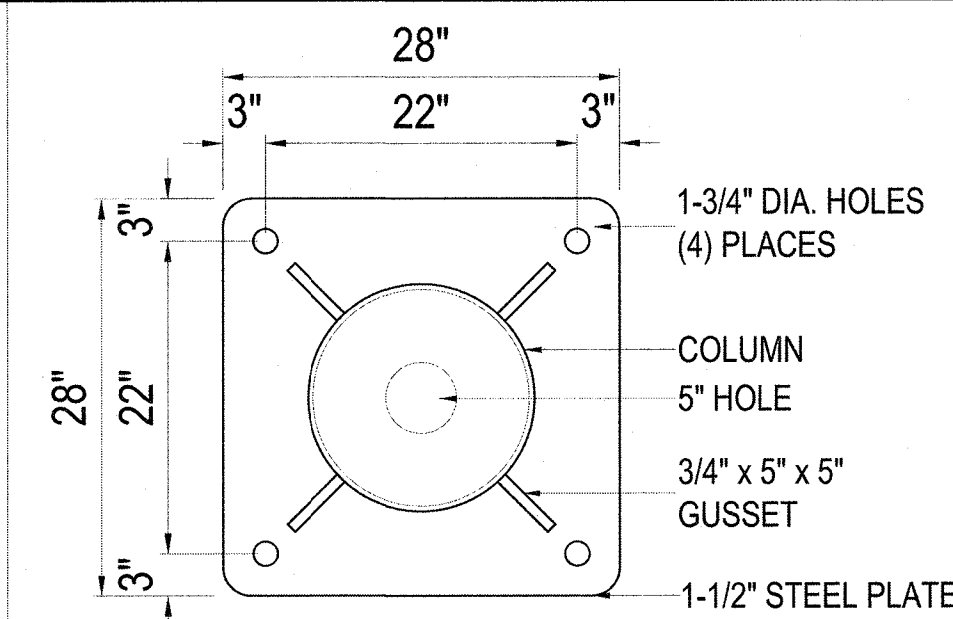
B BASE PLATE DETAIL
C1/C6/C7/C8



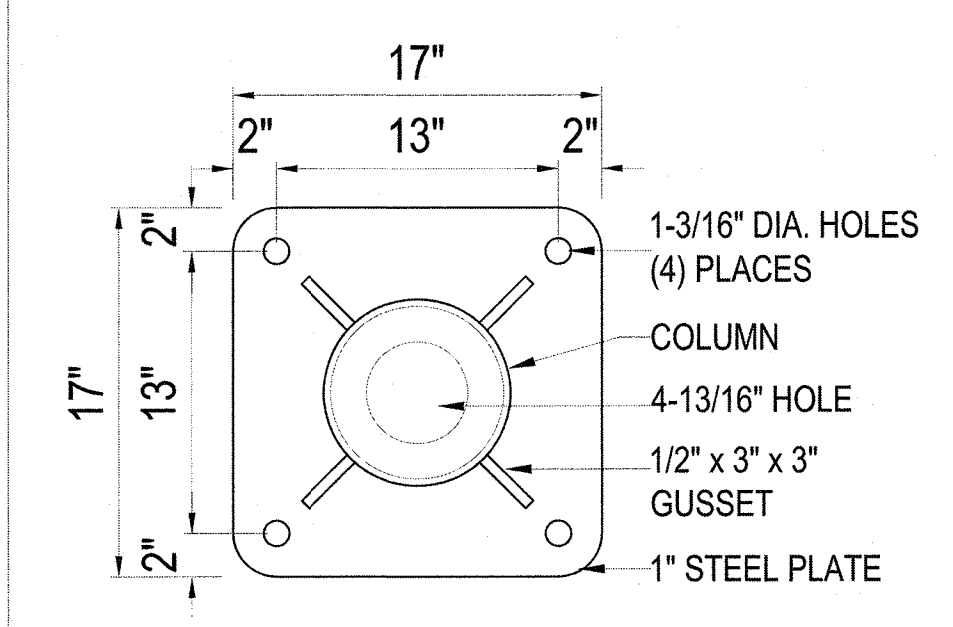
B BASE PLATE DETAIL
C4/C9/C10



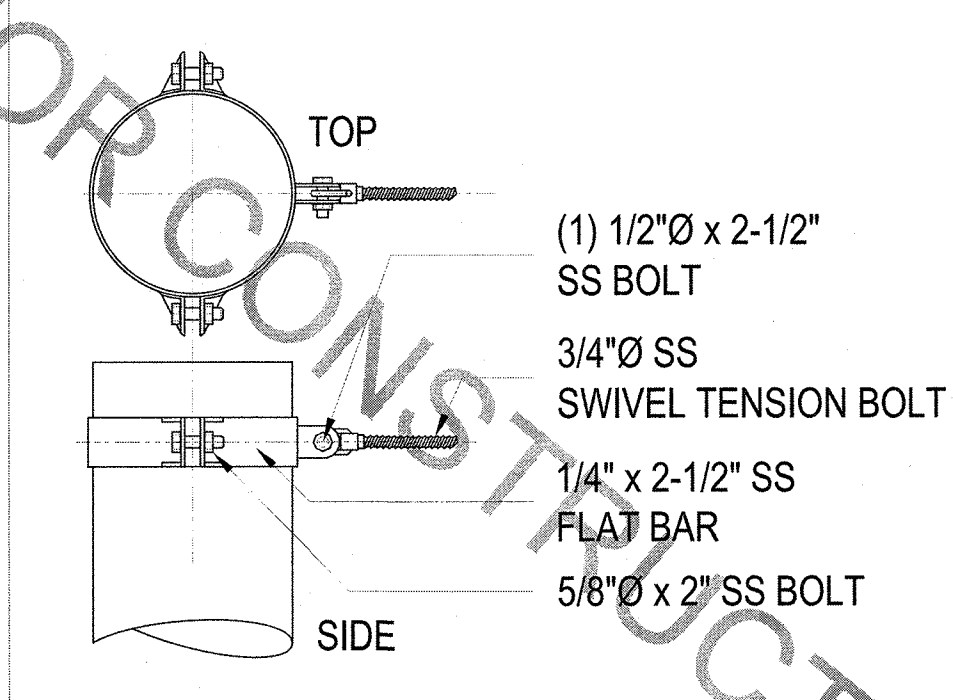
2 SAIL TOP CORNER DETAIL



B BASE PLATE DETAIL
C2/C3



B BASE PLATE DETAIL
C5/C11

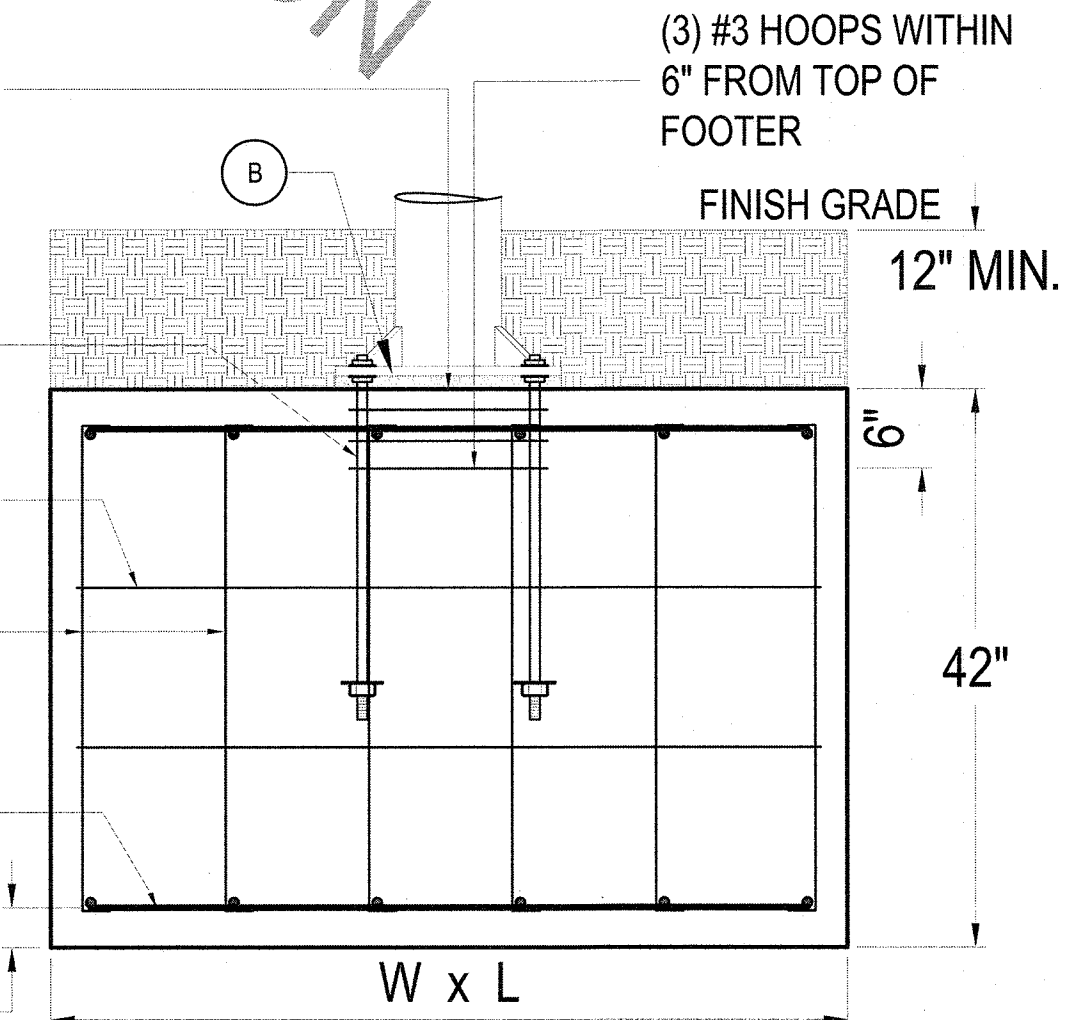


3 SAIL BRACKET DETAIL

	STEEL COLUMN	FOOTER W x L	ANCHOR BOLT SIZE	NUMBER OF HORIZONTAL REBARS EACH WAY
C1	12-3/4" DIA. X .375" WALL	92" X 92"	1"Ø	9
C2	16" DIA. X .375" WALL	120" X 120"	1-1/2"Ø	11
C3	16" DIA. X .375" WALL	120" X 120"	1-1/2"Ø	11
C4	10-3/4" DIA. X .365" WALL	88" X 88"	1"Ø	8
C5	8-5/8" DIA. X .322" WALL	66" X 66"	1"Ø	6
C6	12-3/4" DIA. X .365" WALL	112" X 112"	1"Ø	10
C7	12-3/4" DIA. X .365" WALL	112" X 112"	1"Ø	10
C8	12-3/4" DIA. X .365" WALL	112" X 112"	1"Ø	10
C9	10-3/4" DIA. X .365" WALL	64" X 64"	1"Ø	6
C10	10-3/4" DIA. X .365" WALL	64" X 64"	1"Ø	6
C11	8-5/8" DIA. X .322" WALL	64" X 64"	1"Ø	6

FILL W/ 2" NON-SHRINK GROUT AND LEVELING NUTS
ANCHOR BOLTS 24" LONG
F1554 HOT DIP GALV. GR. 36/55/105

#3 HOOPS @ 12" MAX. APART FROM EACH OTHER
#3 VERTICAL BARS 12" APART AT PERIMETER
#6 HORIZONTAL BAR TOP & BOTTOM EACH WAY
3" COVER



GENERAL NOTES

1- THE SHADE SYSTEMS, INC.™ STRUCTURE HAS BEEN DESIGNED IN ACCORDANCE WITH THE 2020 FLORIDA BUILDING CODE 7TH EDITION AND ASCE 7-16 TO THE FOLLOWING DESIGN CRITERIA:

RISK CATEGORY	STRUCTURE WITH FABRIC CANOPY REMOVED
EXPOSURE	C
BASIC WIND SPEED	165 MPH

2- THE FOUNDATION ASSUMES A MINIMUM SOIL BEARING CAPACITY OF 1700 PSF.
3- ALL FASTENERS SHALL BE STAINLESS STEEL.

4- ALL BOLTS MUST BE SNUG TIGHT. THE SNUG TIGHTENED CONDITION IS THE TIGHTNESS THAT IS ATTAINED WITH THE FULL EFFORT OF A TYPICAL WORKER USING AN ORDINARY SPUD WRENCH TO BRING THE BULBS INTO FIRM CONTACT. SNUG TIGHT IS THE CONDITION THAT EXISTS WHEN ALL THE PILES IN A CONNECTION HAVE BEEN PULLED INTO FIRM CONTACT BY THE BOLTS IN THE JOINT AND ALL THE BOLTS IN THE JOINT HAVE BEEN TIGHTENED SUFFICIENTLY TO PREVENT THE REMOVAL OF THE NUTS WITHOUT THE USE OF A WRENCH.

5- THE FABRIC IS READILY REMOVABLE AND NEED TO BE REMOVED IF WIND SPEED MORE THAN 75 MPH IS EXPECTED. THIS COMPLIES WITH "QUICK REMOVAL" PER 2020 FLORIDA BUILDING CODE 7TH EDITION PER SECTION 3105.4.2.1

STEEL:

1- STEEL PIPES SHALL HAVE A MINIMUM YIELD STRENGTH OF 45 KSI. STEEL PLATES SHALL CONFORM TO ASTM A36.

2- ALL PARTS SHALL BE FACTORY-WELDED TO AMERICAN WELDING SOCIETY (AWS) SPECIFICATIONS AND SHALL UTILIZE E70-18 AND HAVE THE HIGHEST STANDARDS OF QUALITY WORKMANSHIP.

3- ALL WELDS SHALL BE FILED WELDS WITH MAXIMUM PERMISSIBLE THROAT THICKNESS OR FULL PENETRATION GROOVE WELDS.

CONCRETE:

1- ALL CONCRETE SHALL BE MIXED AND PLACED IN ACCORDANCE WITH THE LATEST EDITION OF ACI 301 AND 318.

2- CONCRETE SHALL HAVE A MINIMUM 28 DAY COMPRESSIVE STRENGTH (F_c) OF 3000 PSI. A CONCRETE MIX HAVING A LISTED STRENGTH OF AT LEAST 3000 PSI THAT IS MIXED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS IS ACCEPTABLE FOR USE.

3- REINFORCING STEEL SHALL BE ASTM A-615 GRADE 60 WITH A MINIMUM YIELD STRENGTH (F_y) OF 60 KSI.

4- UNLESS OTHERWISE SHOWN, CONCRETE COVER SHALL BE 3" (MIN).

FABRIC:

1- COOLNET™ SHADE FABRICS MEET FIRE STANDARDS FOR SHADE FABRICS INCLUDING CSFM 1237.1 AND NFPA 701 ACROSS ALL COLOR VARIANTS.

THIS DOCUMENT AND ITS CONTENTS ARE THE PROPERTY OF SHADE SYSTEMS, INC., AND CANNOT BE REPRODUCED, USED, OR RESOLD TO ANY PERSON OR ENTITY WITHOUT WRITTEN PERMISSION FROM SHADE SYSTEMS, INC. REPRODUCTION OF THESE PLANS, EITHER IN WHOLE OR IN PART, INCLUDING ANY FORM OF COPYING AND/OR PREPARATION OF DERIVATIVE WORKS THEREOF, FOR ANY REASON WITHOUT WRITTEN PERMISSION FROM SHADE SYSTEMS, INC. IS STRICTLY PROHIBITED.
© 2023 SHADE SYSTEMS, INC.

NOTE TO OWNER:
OWNER ACCEPTS FULL RESPONSIBILITY FOR REMOVING THE FABRIC SHADE MATERIAL FROM THE STEEL FRAME WHEN SEVERE WEATHER CONDITIONS ARE PREDICTED. SUCH CONDITIONS INCLUDE PREDICTED WIND SPEEDS IN EXCESS OF 75 MPH.

4 FOOTING DETAIL

NOTE: GROUT, HOOPS, REBARS & ANCHOR BOLTS NOT SUPPLIED BY FACTORY

Shade systems
4150 S.W. 19 Street
Ocala, FL 34474
Tel.: 1-800-609-6066

NOTE:
PRELIMINARY AND TENTATIVE DRAWING. NOT FOR CONSTRUCTION. ALL INFORMATION SHOWN IS SUBJECT TO CHANGE BY MANUFACTURER PRIOR TO DELIVERY. USE ONLY DRAWINGS AND INSTRUCTIONS PROVIDED WITH YOUR ORDER FOR CONSTRUCTION

*Madeira Beach Dog Park
Madeira Beach, FL*

Approved:

Model Name: CUSTOM SAIL
SHADE SYSTEMS STRUCTURE
Model No.: SAIL

Revisions

REP:

REP QTE. NO.

Approved: JRB Job: QTE
Checked: MG
Drawn: NB
Date: 03/08/2023
NOT TO SCALE

1 OF 1

DRAWING OF CANOPY STRUCTURE IS PRELIMINARY AND UPON EXECUTED CONTRACT THE MANUFACTURE SHALL PROVIDE 4 SETS OF SIGNED SEALED STRUCTURAL DRAWINGS INCLUDING FOOTINGS BY A FLORIDA STRUCTURAL ENGINEER FOR OWNER/CONTRACTOR TO SUBMIT STRUCTURAL DRAWINGS FOR BUILDING PERMIT

TRANSYSTEMS

565 SOUTH HERCULES AVENUE
CLEARWATER, FL 33764
PHONE 727.822.4151
WWW.TRANSYSTEMS.COM

*HYPAR SHADE STRUCTURES
MADEIRA BEACH DOG PARK
300 MUNICIPAL DRIVE*

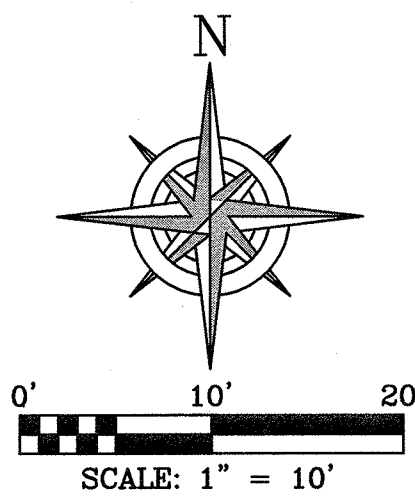
I, LEROY CHIN, HEREBY CERTIFY AS A LICENSED PROFESSIONAL LANDSCAPE ARCHITECT, REGISTERED IN ACCORDANCE WITH FLORIDA STATUTE 471 (481) THAT THE ABOVE PROJECT'S SITE AND/OR CONSTRUCTION PLANS, TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, WILL MEET APPLICABLE DESIGN CRITERIA SPECIFIED BY CITY MUNICIPAL, ORDINANCE, STATE AND FEDERAL ESTABLISHED STANDARDS. I UNDERSTAND THAT IT IS MY RESPONSIBILITY AS THE PROJECT'S PROFESSIONAL LANDSCAPE ARCHITECT TO PERFORM A QUALITY ASSURANCE REVIEW OF THESE SUBMITTED PLANS.

LEROY CHIN, FL RLA 1206

PROJECT NUMBER SE22.417.00
DATE: 5/03/2023
DRAWN BY: LC [FB: xxx] PG: xxx
SCALE: NTS
SHEET NO. 6 OF X

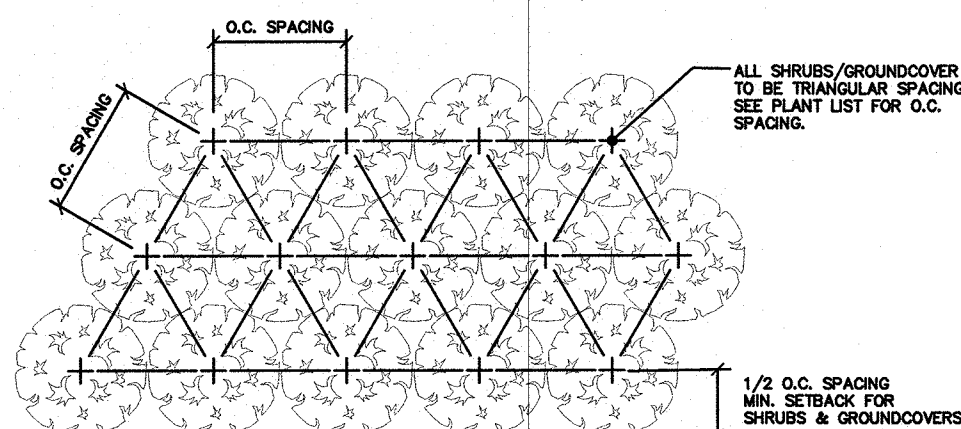
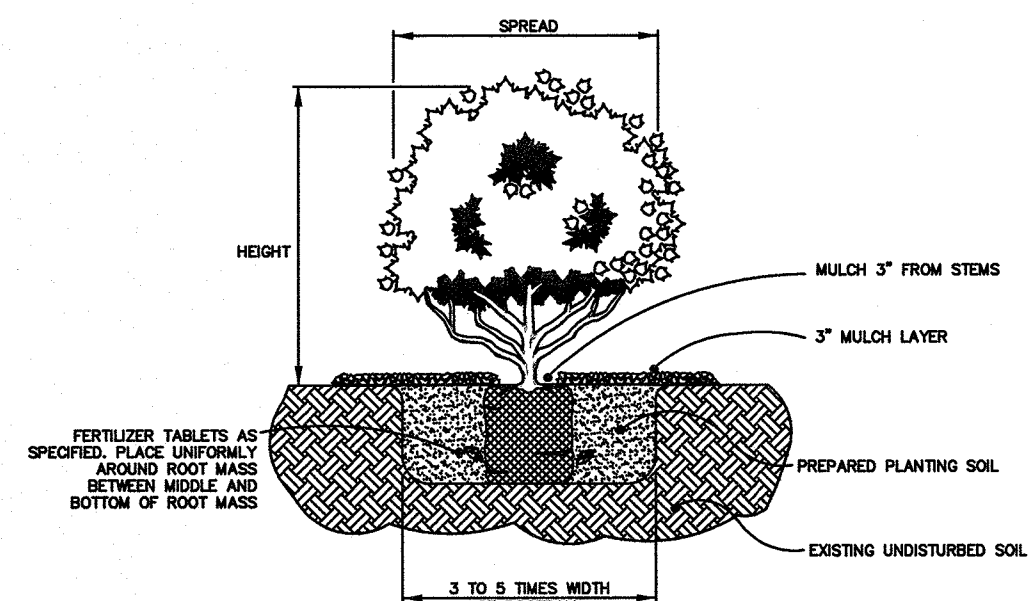
SEC. XX, TWP. XX S., RNG. XX E.

PINELLAS COUNTY, FLORIDA

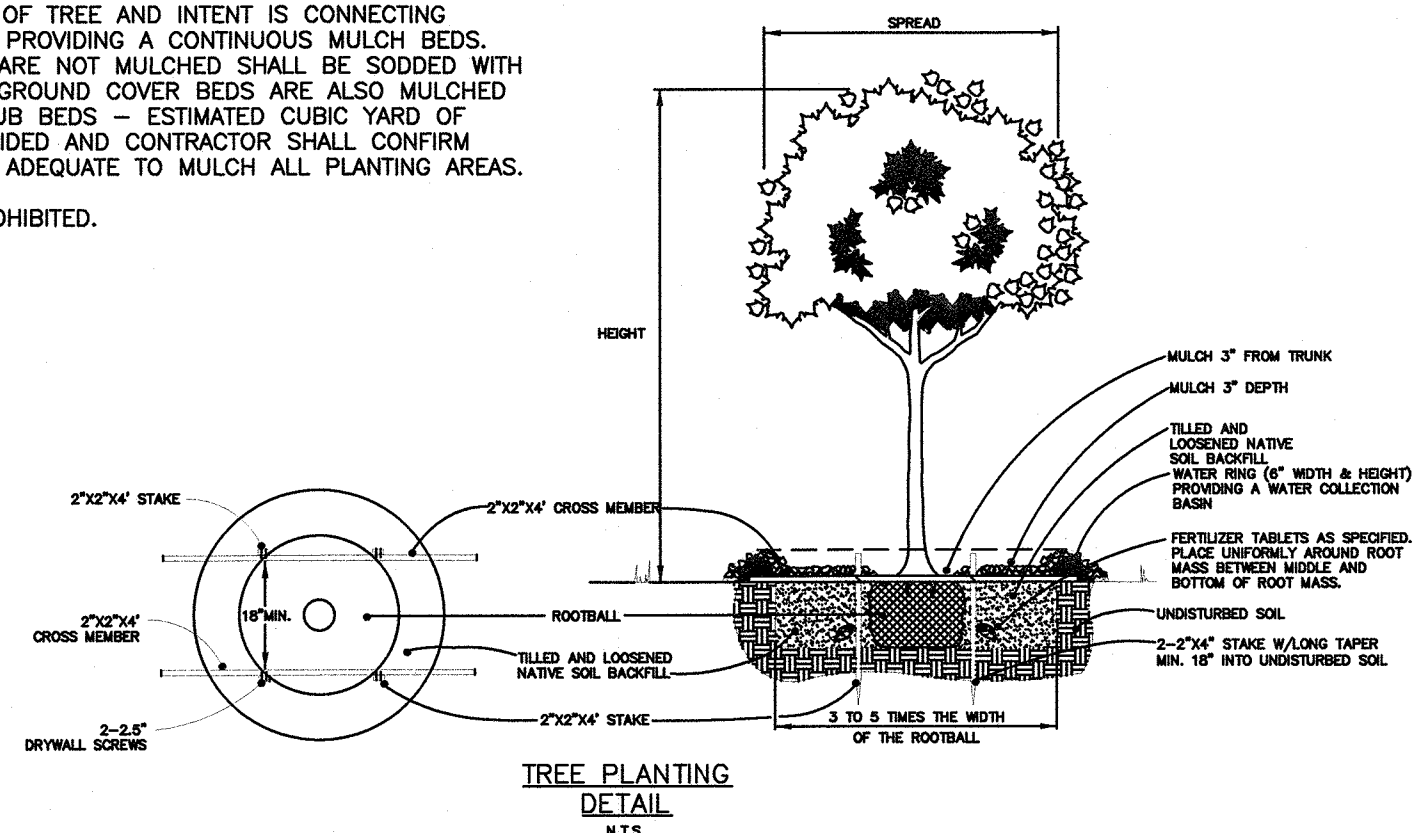


GENERAL NOTES:

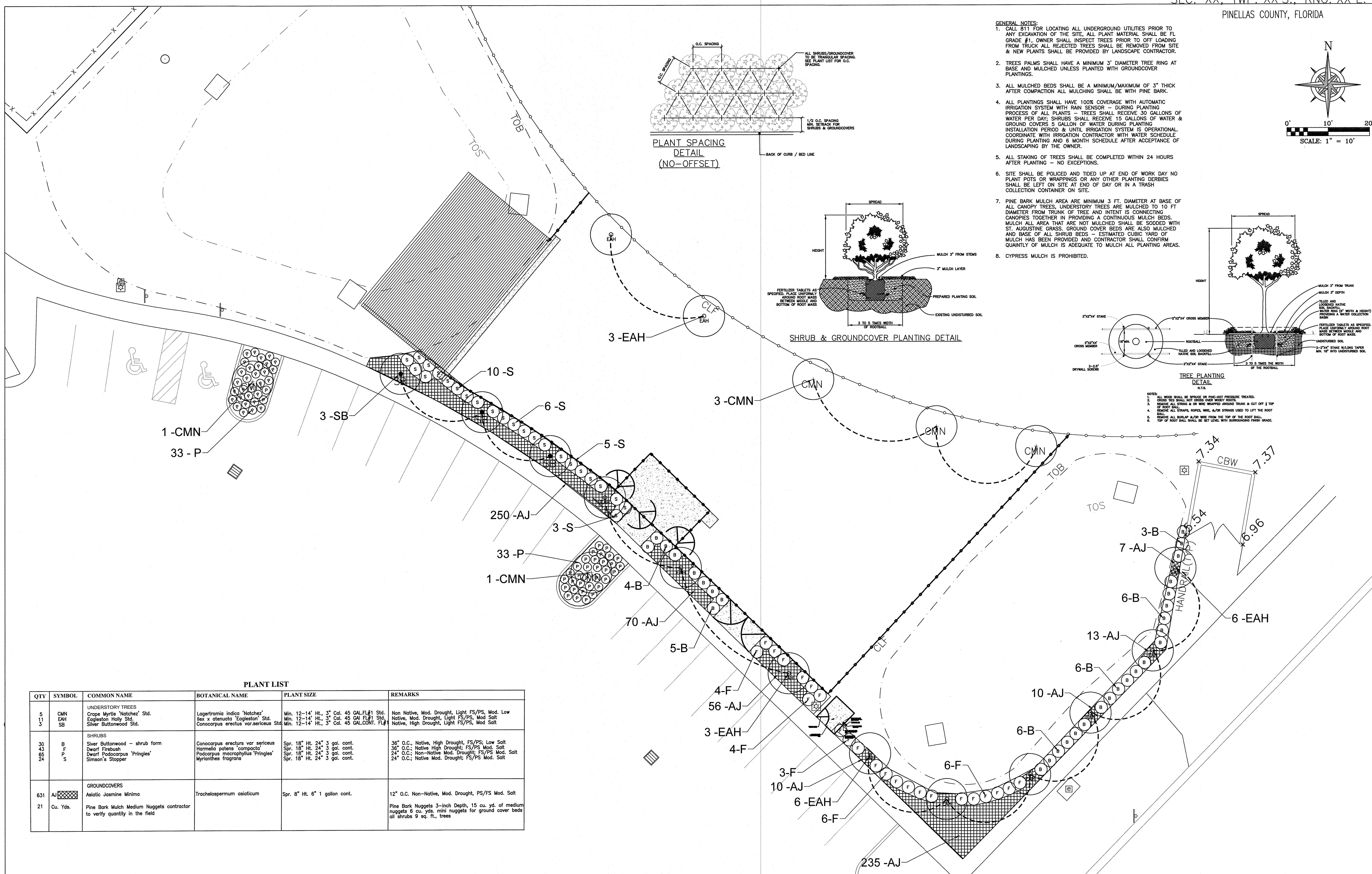
1. CALL 811 FOR LOCATING ALL UNDERGROUND UTILITIES PRIOR TO ANY EXCAVATION OF THE SITE. ALL PLANT MATERIAL SHALL BE FL GRADE #1. OWNER SHALL INSPECT TREES PRIOR TO OFF LOADING FROM TRUCK. ALL REJECTED TREES SHALL BE REMOVED FROM SITE & NEW PLANTS SHALL BE PROVIDED BY LANDSCAPE CONTRACTOR.
2. TREES PALMS SHALL HAVE A MINIMUM 3' DIAMETER TREE RING AT BASE AND MULCHED UNLESS PLANTED WITH GROUNDCOVER PLANTINGS.
3. ALL MULCHED BEDS SHALL BE A MINIMUM/MAXIMUM OF 3" THICK AFTER COMPACTION ALL MULCHING SHALL BE WITH PINE BARK.
4. ALL PLANTINGS SHALL HAVE 100% COVERAGE WITH AUTOMATIC IRRIGATION SYSTEM WITH RAIN SENSOR - DURING PLANTING PROCESS OF ALL PLANTS - TREES SHALL RECEIVE 30 GALLONS OF WATER PER DAY; SHRUBS SHALL RECEIVE 15 GALLONS OF WATER & GROUND COVERS 5 GALLON OF WATER DURING PLANTING INSTALLATION PERIOD & UNTIL IRRIGATION SYSTEM IS OPERATIONAL COORDINATE WITH IRRIGATION CONTRACTOR WITH WATER SCHEDULE DURING PLANTING AND 6 MONTH SCHEDULE AFTER ACCEPTANCE OF LANDSCAPING BY THE OWNER.
5. ALL STAKING OF TREES SHALL BE COMPLETED WITHIN 24 HOURS AFTER PLANTING - NO EXCEPTIONS.
6. SITE SHALL BE POLICED AND TIDED UP AT END OF WORK DAY NO PLANT POTS OR WRAPPINGS OR ANY OTHER PLANTING DERBIES SHALL BE LEFT ON SITE AT END OF DAY OR IN A TRASH COLLECTION CONTAINER ON SITE.
7. PINE BARK MULCH AREA ARE MINIMUM 3 FT. DIAMETER AT BASE OF ALL CANOPY TREES, UNDERSTORY TREES ARE MULCHED TO 10 FT DIAMETER FROM TRUNK OF TREE AND INTENT IS CONNECTING CANOPIES TOGETHER IN PROVIDING A CONTINUOUS MULCH BEDS. MULCH ALL AREA THAT ARE NOT MULCHED SHALL BE SODDED WITH ST. AUGUSTINE GRASS. GROUND COVER BEDS ARE ALSO MULCHED AND BASE OF ALL SHRUB BEDS - ESTIMATED CUBIC YARD OF MULCH HAS BEEN PROVIDED AND CONTRACTOR SHALL CONFIRM QUANTITY OF MULCH IS ADEQUATE TO MULCH ALL PLANTING AREAS.
8. CYPRESS MULCH IS PROHIBITED.

PLANT SPACING
DETAIL
(NO-OFFSET)

SHRUB & GROUNDCOVER PLANTING DETAIL

TREE PLANTING
DETAIL
N.T.S.

- NOTES:
1. ALL WOOD SHALL BE SPRUCE OR PINE-HOT PRESSURE TREATED.
 2. CROSS TIES SHALL NOT CROSS OVER WOODY ROOTS.
 3. REMOVE ALL STRIPS & OR WIRE WRAPPING AROUND TRUNK & CUT OFF TOP OF ROOT BALL.
 4. REMOVE ALL STRAPS, ROPES, WIRE, A/OR STRINGS USED TO LIFT THE ROOT BALL.
 5. REMOVE ALL BURLAP A/OR WIRE FROM THE TOP OF THE ROOT BALL.
 6. TOP OF ROOT BALL SHALL BE SET LEVEL WITH SURROUNDING FINISH GRADE.



PLANT LIST

QTY	SYMBOL	COMMON NAME	BOTANICAL NAME	PLANT SIZE	REMARKS
5 1/1 3	CMN EAH SB	UNDERSTORY TREES Crape Myrtle 'Natchez' Std. Eagleston Holly Std. Silver Buttonwood Std.	Logertronia indica 'Natchez' Ilex x attenuata 'Eagleston' Std. Conocarpus erectus var. sericeus Std.	Min. 12'-14' Ht., 3" Cal. 45 GAL.FL#1 Std. Min. 12'-14' Ht., 3" Cal. 45 GAL.CONT. FL#1 Min. 12'-14' Ht., 3" Cal. 45 GAL.CONT. FL#1	Non Native, Mod. Drought, Light FS/PS, Mod. Low Native, Mod. Drought, Light FS/PS, Mod Salt Native, High Drought, Light FS/PS, Mod Salt
30 43 65 24	B F P S	SHRUBS Silver Buttonwood - shrub form Dwarf Firebush Dwarf Podocarpus 'Pringles' Simson's Stopper	Conocarpus erectus var. sericeus Harmelia patens 'compada' Podocarpus macrophyllus 'Pringles' Myrsine fragrans	Spr. 18" Ht. 24" 3 gal. cont. Spr. 18" Ht. 24" 3 gal. cont. Spr. 18" Ht. 24" 3 gal. cont. Spr. 18" Ht. 24" 3 gal. cont.	36" O.C.; Native, High Drought, FS/PS, Low Salt 36" O.C.; Native High Drought; FS/PS Mod. Salt 24" O.C.; Non-Native Mod. Drought; FS/PS Mod. Salt 24" O.C.; Native Mod. Drought; FS/PS Mod. Salt
631 21	AJ Cu. Yds.	GROUNDCOVERS Asiatic Jasmine Minima Pine Bark Mulch Medium Nuggets contractor to verify quantity in the field	Trachelospermum asiaticum	Spr. 8" Ht. 6" 1 gallon cont.	12" O.C. Non-Native, Mod. Drought, PS/FS Mod. Salt Pine Bark Nuggets 3-inch Depth, 15 cu. yd. of medium nuggets 6 cu. yds. mini nuggets for ground cover beds all shrubs 9 sq. ft., trees

TRANSYSTEMS

565 SOUTH HERCULES AVENUE
CLEARWATER, FL 33764
PHONE 727.822.4151
WWW.TRANSYSTEMS.COM

LANDSCAPE PLAN
MADEIRA BEACH DOG PARK
300 MUNICIPAL DRIVE

FLORIDA

I, LEROY CHIN, HEREBY CERTIFY AS A LICENSED PROFESSIONAL LANDSCAPE ARCHITECT, REGISTERED IN ACCORDANCE WITH FLORIDA STATUTE 471 (481) THAT THE ABOVE PROJECT'S SITE AND/OR CONSTRUCTION PLANS, TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, WILL MEET APPLICABLE DESIGN CRITERIA SPECIFIED BY CITY MUNICIPAL, ORDINANCE, STATE AND FEDERAL ESTABLISHED STANDARDS. I UNDERSTAND THAT IT IS MY RESPONSIBILITY AS THE PROJECT'S PROFESSIONAL LANDSCAPE ARCHITECT TO PERFORM A QUALITY ASSURANCE REVIEW OF THESE SUBMITTED PLANS.

LEROY CHIN, FL RLA 1206

NOT A BOUNDARY SURVEY

PROJECT NUMBER SE22.417.00
DATE: 5/03/2023
DRAWN BY: LC FB: xxx PG: xxx
SCALE: 1" = 10'
SHEET NO. 7 OF X

**Madeira Beach Dog Park Site Plan 1 Construction
Cost Estimate 3-29-2022**

Item No.	Description	Units	Quantity	Unit Cost	Total Cost
1	Dog watering station units on boardwalk	Ea.	2	\$150.00	\$300.00
2	Dog watering station unit in ground	Ea.	1	\$4,500.00	\$4,500.00
3	Gravity wall 2 foot depth 45 feet in length	LF	45	\$275.00	\$12,375.00
4	Custom Sails per Design Developent plan Stainless Steel	Ea.	1	\$ 346,462.00	\$346,462.00
5	Dog park containment fencing with top rails w/botton wire post 10 ft on center blk. PVC chain-link fence w/4-3 ft. wide. gates and 2- 5 ft wide gates, includes dog wash area	LF	325	\$ 53.25	\$17,306.25
6	West 30 ft. x 40 ft. boardwalk composite decking with 54 inch high handrail on 3 sides of decking area w/saddle wear deck surfacing	sq. ft.	1,000	\$ 110.00	\$110,000.00
7	Artificial K-9 turf	sq. ft.	7,500	\$ 15.00	\$112,500.00

8	Epoxy rubber surfacing at base of trees and palms	sq. ft.	160	\$ 47.50	\$7,600.00
9	Concrete flatwork	sq. ft.	340	\$15.00	\$ 5,100.00
10	Evergreen understory trees 2" caliper 6-8 ft. ht, 30 gal. cont.	Ea.	13	\$ 350.00	\$ 4,550.00
11	Flowering understory trees 2" caliper 6-8 ft. ht, 30 gal. cont. 'Standards'	Ea.	4	\$ 450.00	\$ 1,800.00
12	Evergreen shrubs 18" spread, 24" height 3 gal. containers	Ea.	100	\$ 20.75	\$ 2,075.00
13	Flowering groundcovers 8-inch spread, 3-inch height, 1 gal. cont.	Ea.	750	\$ 12.50	\$ 9,375.00
14	Irrigation System	sq.ft	8,756.00	\$ 3.40	\$ 29,770.40
15	Doggie pottie collection waste collection & concrete trash cans	Ea.	5.00	\$ 850.00	\$ 4,250.00
16	Dog washing Station	Ea.	1	\$ 3,500.00	\$ 3,500.00
17	Sub-total based on city contracting with no construction manager				\$671,463.65

18	Madeira Beach Dog Park Conceptual Site Plan 1 Preliminary Cost Estimate	\$671,463.65
----	---	--------------

19 10% contingency for unforeseen items 0.10 \$ 157,431.83

20 **Madeira Beach Dog Park Master Development Site Plan Construction Cost Estimate** **\$828,895.48**

From: Jeremy Purkis
Sent: Friday, March 3, 2023 3:01 PM
To: Leroy Chin <lchin@transystems.com>
Subject: RE: Madeira Beach Dog Park

Good Morning,

I received your request for a quotation on your project. Please see the quoted numbers below.

QUOTE: QQJP030223-A

Notes:

1. Product: Custom Sails – Per attached sketch and heights shown in red.
2. Pricing is based on Volusia County School State Contract (Piggyback)
3. Shipping to: Madeira Beach, FL
4. Engineering is included.
5. Quote based on pier mount footings.
6. FL Sales Taxes have been EXCLUDED
7. Estimated installation of \$ has been included in the pricing below.

Quick Quote	STAINLESS
Model	Sails
Quantity	4
Price	\$201,200.00
Drawings and calculations	\$1,300.00
Est. Installation	\$141,550.00
Shipping and handling	\$2,412
Total	\$346,462.00
Deposit for Order	\$173,231.00

Quick Quote	STD STEEL
Model	Sails
Quantity	4
Price	\$106,400.00
Drawings and calculations	\$1,300.00
Est. Installation	\$141,550.00
Shipping and handling	\$2,412
Total	\$251,662.00
Deposit for Order	\$125,831.00

IMPORTANT TERMS & CONDITIONS:

Pre-Engineered Fabric Shade Products

Part 1 – General

1.1 Related Documents

Drawings and general provisions of the Contract, including General Conditions and Division 1 Specifications Sections, apply to this section.

1.2 Summary

The shade structure contractor shall be responsible for design, engineering, fabrication and supply of the work specified herein. The intent of this specification is to have only one manufacturer be responsible for the aforementioned functions.

1.3 Submittals

1.3.1 Pre-Bid Submittals

- A. Provide proof of installed reference sites with structures for similar scope of project and installation that are engineered to International Building Code (IBC) specifications. Include in reference list of structure dimensions with install dates and project locations.
- B. Provide information to establish desired fabric color and powder coat color.
- C. Provide proof of all quality assurance items including:
 - 1. A list of at least six (6) public municipal installations where manufacturer's product as proposed pursuant to this bid has been installed and has been in continuous use for a minimum of five (5) years each.
 - 2. All manufacturers shall provide proof of a minimum \$ 2,000,000.00 (AG) General Public Liability Insurance, \$ 2,000,000.00 Professional Liability (PL) insurance, \$ 100,000.00 Inland Marine Insurance, and additional \$ 5,000,000.00 Umbrella Liability insurance.

1.3.2 Award of Contract Submittals

- A. Make available wet-sealed structural engineering drawings and calculations
- B. Provide fabric color and powder coat color selections for final order.

- B. Or Equal: Standard for approved equal. Ten (10) day prior approval required for substitution of product design, materials and features specified above. Submittals must include plans, drawings, cut sheets, material data sheets, testing results and samples. Bids failing to meet this requirement will be deemed non-responsive.
- C. Structures are engineered to meet or exceed the requirements of International Building Code (IBC), and the following standard specifications:
- Wind Speed (Frame only): 165 M.P.H.
- Wind Speed (Frame w/canopy): 90 M.P.H.
- Live Load: --
- Snow Load: --
- Optional designs with greater wind speeds, live loads, and snow loads are available.*
- D. Material: All materials shall be structurally sound and appropriate for safe use. Product durability shall be ensured by the use of corrosion-resistant metals such as stainless steel, and coatings such as zinc-plating, galvanizing, and powder-coating on steel parts, subject to the Product-Specific requirements. Fabrics used shall include UV-stabilizers and fire retardants for longevity and safety.
- E. Packaging: All metal posts, rafters and beams shall be wrapped in plastic and cardboard to protect the powder coat finish during shipping.
- F. Weldments: All tubing members are factory-welded by Certified Welders to American Welding Society (AWS) specifications and to the highest standards of quality workmanship. Weldments are finished with a zinc-rich galvanized coating. No field welding is required in the assembly of the shade products.
- G. Posts, Structural Frame Tubing, and Hardware: All tubing used shall be cold-formed and milled per ASTM A-135 and ASTM A-500. Material testing is in accordance with ASTM E-8. Minimum yield is 40,000 psi with a minimum tensile strength of 45,000 psi on all posts. All tubing shall be pre-cut to appropriate lengths, and all outside surfaces shall be galvanized, with an interior corrosion-resistant zinc-rich coating. Where required, support pipes shall be schedule 40 hot-dip galvanized or powder-coated black steel. All fastening hardware shall be stainless steel.

7. **Application of Powder-Coating.** Lastly, PPG Envirocron™ Ultradurable powder coatings shall be used to provide a combination of excellent physical and chemical resistance properties, outstanding resistance to outdoor weathering, and a durable and uniform final coat.

Powder Coat Characteristics:

Gloss (ASTM D-523):	80 Minimum @ 20°
Gloss (ASTM D-523):	80 Minimum @ 60°
Adhesion (ASTM D-3359):	100% (5B Pass)
Hardness (ASTM D-3363):	2H Pencil (Eagle)
Impact Resistance (ASTM D-2794):	40 In.-lbs. Direct
	20 In.-lbs. Reverse
Conical Mandrel (ASTM D-522):	1/8" Mandrel - No Cracking
Salt Spray (ASTM B-117):	1000 Hours Pass
	< 1/8" Scribe Creep
	No Blisters
Humidity (ASTM D-1735):	1000 Hours Pass
	< 1/16" Scribe Creep
	No Blisters
Film Properties (Thickness):	3 mils

- I. **Standard Footings:** Footings shall be designed per stringent International Building Code (IBC) for the specified structure. Columns will be provided as standard direct embedment. Other footing designs are available.
- J. **Roofing:** Structural frames and/or fabric sails are designed by Shade Systems only for use with Coolnet™ polyethylene shade fabric. Fabric is attached to frame or columns using stainless steel and clear vinyl coated cable. Cable fasteners are zinc-plated copper for maximum corrosion resistance.

2.2 Fastening System (Frame Structure)

- A. **Coolnet™ Shade Fabric** shall be delivered complete with independent cables pre-inserted in fabric hems. Each cable shall be looped and clamped at each end. Fastening System to consist of the Turn-N-Slide™ fastening device which is factory installed at each roof rafter corner. The Turn-N-Slide features a concealed mechanism which allows the attachment hook and sleeve at each rafter corner to move along a track in the rafter. Cables are attached to hook which is welded to the moving sleeve, thereby distributing tension evenly over rafters and not directly onto the mechanism. Rafters are sealed with no penetrations on the top side, thereby preventing water from entering. Such moving sleeve with hook allows the looped ends of each cable to slide over the hook when the sleeve is at its upper position, and

2.3 Fabric

- A. **Shade Fabric:** Knitted of monofilament and tape construction high density polyethylene with Ultra-Violet (U.V.) stabilizers and flame retardant. Coolnet™ offers the ultimate combination of maximum sun protection, strength and durability to ensure maintenance free long-life performance. UV- Block Factor varies by standard color offered from 90% to 97%.

Coolnet™ Properties:

Nominal Fabric Mass:		Min. 340 g/m ² // 10 oz/yd ²
Fabric Thickness:	ASTM D5199-12	.06 inch
Temperature Range:		22°F to 155°F
Roll Width:		9 ft. 10 in.
Roll Length:		131 ft.
Tensile Strength:	ASTM D5034-09	Warp (202.4 lbf) / Weft (403.2 lbf)
Elongation:	ASTM D5034-09	Warp (112.3%) / Weft (50.8%)
Tongue Tear:	ASTM D2261-13	Warp (47.9 lbf) / Weft (50.1 lbf)
Burst Strength:	ASTM D6797-15	383.0 lbf
Flammability:	ASTM E-84 Class A	
Lead:		PASS
Phthalate:		PASS

Coolnet™ Shade Fabrics meet the most stringent Fire Standards for shade fabrics including CSFM 1237.1 and NFPA 701 across all color variants.



All hems and seams are double row lock stitched using exterior grade UV- stabilized polyethylene GORE™ TENARA™ sewing thread (GORE and TENARA are trademarks of W.L. Gore & Associates).

Conversations with Scott Brushwood – Rep Services - Orlando
 Thursday, March 9, 2023 6:10 PM
 Scott Brushwood <sbrushwood@rep-services.com>
 Cc: Leroy Chin <lchin@transystems.com>
 Subject: FW: Madeira Beach Dog Park

The pricing is about APPROXIMATELY \$ 150,000.00. That is for product ONLY (including freight and engineering). That does NOT include installation, foundations, or taxes.

Let me know what you think and what else you need from me to take the next steps. Given the cost, I wanted to make sure the budget pricing was acceptable.

I would need to get figures from the Install team, but a VERY rough guess would be about \$ 110,000 – 120,000 for install. That would include the foundations and permitting. But that is a rough guess.

Complete estimate cost \$270,000 to \$300,000 with black iron steel and high quality powder coating.

Let me know, thanks!!

Regards

Scott Brushwood | Sales Director | email: scott@rep-services.com
 Rep Services, Inc | 185 W. Jessup St | Longwood, FL 32750-4114
 ☎(office): 727-536-8467 ☎(cell): 813-222-4114 | web: www.rep-services.com
Experts at Play & Outdoor Spaces

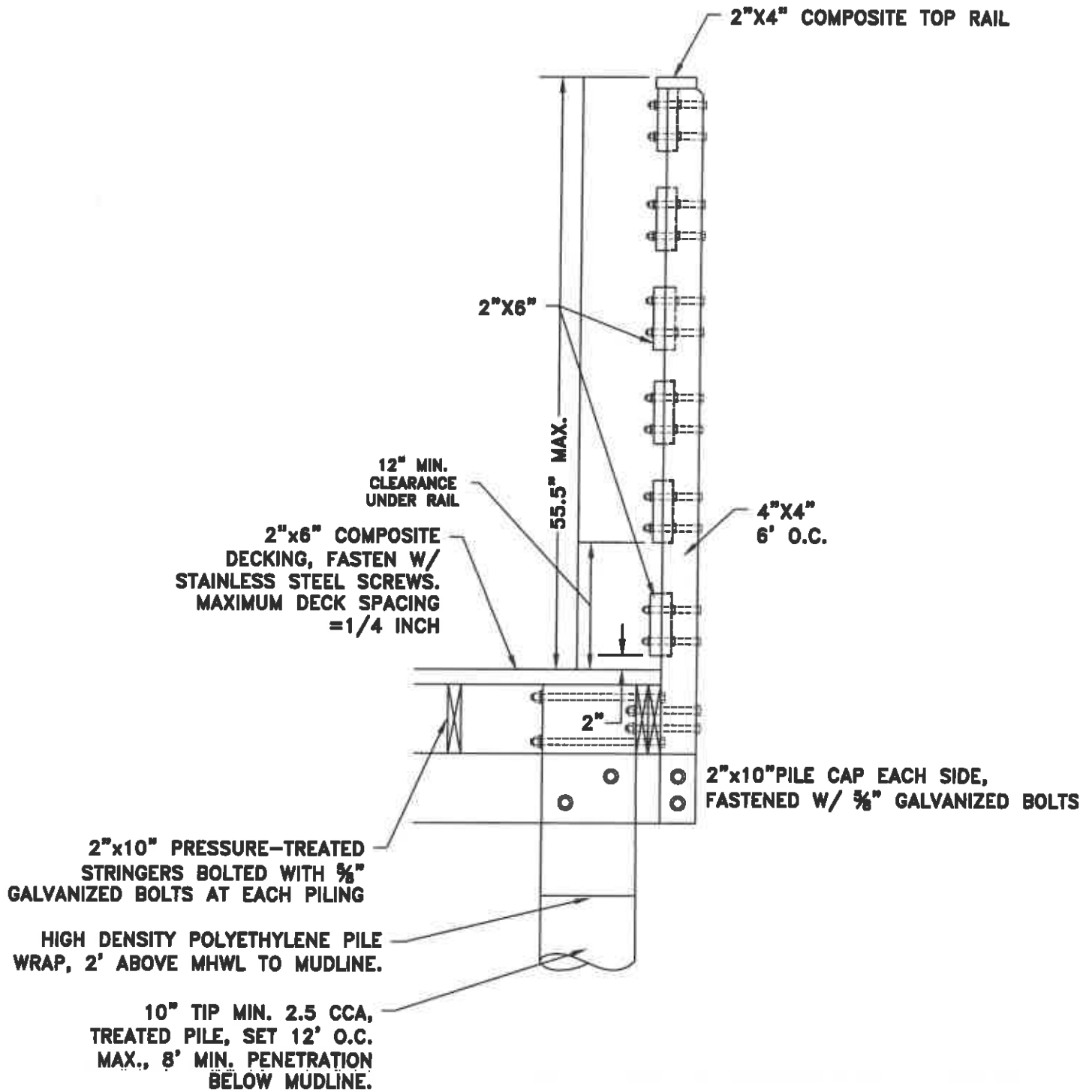
Other comments are as follows:

1. Is the cost based on 304 stainless steel on all components? WE DO NOT OFFER STAINLESS STEEL. These will be hot dipped galvanized with no powder coat. I am waiting on the factory for that cost. What is the cost based on? I could not find what the cost is based on what type of materials.
2. The concept plan we provided had various colors for the shade canopies. is there additional cost for our color selection? NO. The designer just picked that shade fabric color. We can do different colors of whatever FR fabric color you want. The rendering was more for concept than color selections. The color you selected is dull and unattractive need to make more festive.
3. The column selection we provided was cobalt blue why vanilla? They will be galvanized, no powder coat. So the columns will be gray.
4. What is the cost for the footer? I don't know the footer cost because I don't have an estimated footer size. I am guessing 10x10. But they could be bigger. I have requested the footer sizes and can then price. This was just AN ESTIMATE.
5. What is the cost for engineered drawings signed and sealed by a Florida licensed structural engineer. About \$ 5,000.00.
6. Are these quick release canopies? YES. Building code requires a quick release mechanism.
7. I am going to assume the wind rating of 105 mph is for the canopy and must be taken down during a major storm event. What is the recommend wind rating to take down, on previous type unit we are being taking down if we encounter winds greater than 65 mph . are you saying at 105 mph we will not get any damage to the canopies? Also, can we safely say the metal columns are okay during a major hurricane force winds if the canopies are taken down? We recommend the fabric be taken down with wind speeds above 65 mph. Yes, the columns would be fine in hurricane winds with the fabric removed.

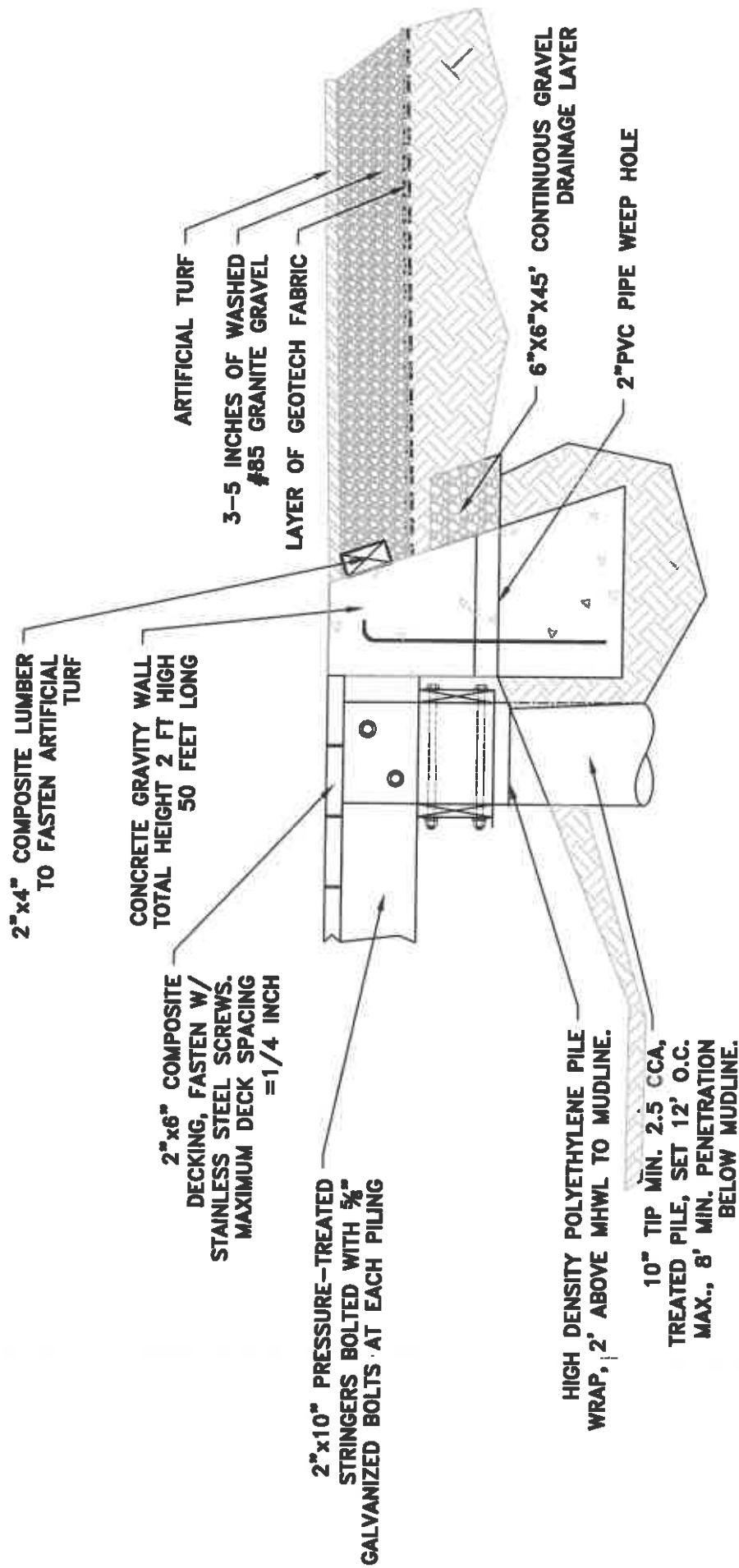
Thanks!

Leroy Chin, PLA

Vice President - Landscape Architect



55.5" HEIGHT BOARDWALK LOCATIONS



CROSS SECTION AT BOARDWALK & DOG RUN



MEMORANDUM

TO: Honorable Mayor and Board of Commissioners
VIA: Robin Gomez, City Manager
FROM: Jay Hatch, Recreation Director
DATE: May 16, 2023
RE: **R.O.C. Park – Reflection Pond Repairs & Improvements**

Background

On April 11, 2023 staff released RFP 23-04 - R.O.C. Park - Reflection Pond Repair and Upgrade. Staff received two responses to the request for proposals. Of those two responses, one of was quote from Hollywood Pools and 2nd was an email response from Kloote Contracting suggesting they would value engineer the project rather than provide a quote.

The status of the reflection pond has deteriorated to a point from the initial construction that repairs and improvements must be done to bring it up to functional operation. Since it's initial construction, staff has dealt with numerous issues related to the pond as well as service contracts that have been inconsistent and/or unable to maintain function and water quality. Similar issues were faced upon the opening of the splash pad which is also located in R.O.C. Park. Excluding the monthly service contract for maintenance and chemicals, \$32,978 was spent after the opening of the Splash Pad to get it up to code and function efficiently.

Staff is prepared to move forward with the Reflection Pond Repairs & Improvements upon the approval of the board.

Fiscal Impact

Hollywood Pools and Spas has provided a two tiered quote. Quote #1 is for \$49,075 and will address leaks and cosmetic repairs to ensure it looks and runs properly. Quote #2 is for a \$27,055 and includes pricing on potential pool equipment replacement based on the currently functional use. Total quoted amount is \$76,130. Due to the unknown leak issues and underground and unknown elements of the project, it would be necessary to add a 10% contingency to the budgeted amount for this project. With that calculated, the total amount would come to approximately \$83,743 projected budget.

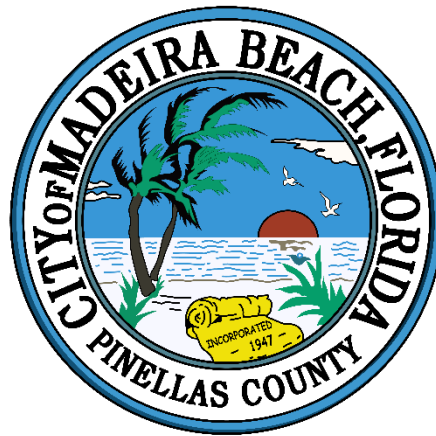
Upon approval of the project, staff would also seek to secure a monthly maintenance contract for the reflection pond to ensure proper function and water balance. At this time, that contract amount remains unknown.

Recommendation

Staff recommends acceptance of the quote from Hollywood Pools and to move forward with the repairs and improvements to the Reflection Pond located in R.O.C. Park. If a consensus is reached, staff will bring the item back to the Board for final approval at the next regular meeting of the Board of Commissioners.

Attachments

- Issued RFP
- Quote 1 from Hollywood Pools
- Quote 2 from Hollywood Pools
- Email from Kloote Contracting
- Splash Pad – Construction Quote
- Splash Pad – Fence Quote
- Splash Pad – Shower Quote
- Splash Pad – Pump Quote



Request for Proposal #23-04

Reflection Pond Repair and Upgrades

Proposals due by May 12, 2023

**At 10:00am: City Hall
300 Municipal Drive
Madeira Beach, FL 33708**

CONTACT:

Jay Hatch, Recreation Director

Phone: (727)392-0665

Email: jhatch@madeirabeachfl.gov

City of Madeira Beach

RFP 23-04

Reflection Pond Repair and Upgrades

REQUEST FOR PROPOSAL / INTRODUCTION

This Request for Proposals (RFP) is for The City of Madeira Beach to receive responses from qualified firms/companies capable of assisting with repairs and improvements to the Reflection Pond located in ROC Park at 200 Rex Place, Madeira Beach FL.

The City of Madeira Beach reserves the right to reject or accept any proposal or to waive any irregularities in any proposal deemed to be in the best interest of the City of Madeira Beach.

Vendors are required to submit written proposals that present the vendor's qualifications and understanding of the work to be performed. The vendor's proposal should be prepared simply and economically and should provide all the information it considers pertinent to its qualifications for the specifications listed herein.

The proposal must be submitted via mail or email no later than 10:00am on May 12th, 2023, contact below:

City of Madeira Beach

Attn: Jay Hatch

Re: Request for Proposal for Reflection Pond Repair and Upgrades

300 Municipal Drive
Madeira Beach, FL 33708

or jhatch@madeirabeachfl.gov

NOTIFICATION: The City utilizes the following methods for notification and distribution of solicitation opportunities:

- City of Madeira Beach website www.madeirabeachfl.gov
- Demand Star

INDEMNIFICATION AND INSURANCE

The City shall be held harmless for all claims, liability, losses and causes of action which may arise out of its fulfillment of the contract awarded pursuant to this RFP. It agrees to pay all claims and losses, including related court costs and reasonable attorneys' fees, and shall defend all suits filed due to the negligent acts, error or omissions or Respondent employees and/or agents.

The Respondent agrees to indemnify the City and pay the cost of the City's legal defenses, including fees of attorneys as may be selected by the City, for all claims described in the hold harmless clause herein. Such payment on behalf of the City shall be in addition to all other legal remedies available to the City and shall not be considered the City's exclusive remedy.

In the event the completion of a project awarded pursuant to this RFP (to include the work of others) is delayed or suspended because of the Respondent's failure to purchase or maintain the required insurance, the Respondent shall indemnify the City from all increased expenses resulting from such delay. It is agreed by the parties hereto that the Respondent/Vendor has received specific consideration under the agreement for this hold harmless/indemnification provision.

Subcontractors: Proposer shall require and verify all subcontractors maintain insurance, including workers' compensation insurance, subject to all the requirements stated herein prior to beginning work.

ASSURANCES

The responding firm shall provide a statement of assurance that the firm is not presently in violations of any statutes or regulatory rules that might have an impact on the firm's operations. All applicable laws and regulations of the State of Florida and ordinances and regulations of the City will apply.

DEVIATIONS FROM SPECIFICATIONS

Respondents shall clearly indicate, as applicable, all areas in which the items/services he/she proposes do not fully comply with the requirements of this submittal. The decision as to whether an item fully complies with the stated requirements rests solely with the city.

NO COLLUSION

By offering a submission to this request, 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. 30-days for cause

- b. 90-days without cause

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 City Commission, 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 create 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.
- e. The respondent submits documentation and an explanation of how the error was made.

TAXES, FEES, CODES, LICENSING

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

PUBLIC RECORDS

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

- (1) Keep and maintain public records required by the public agency to perform the service.
- (2) Upon request from the public agency's custodian of public records, the Contractor shall provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed the costs provided in this chapter or as otherwise provided by law.
- (3) The Contractor shall ensure that public records that are exempt or confidential and, therefore exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract.
- (4) The Contractor shall, upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and, therefore, exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable

requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

- (5) A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the custodian of public records for the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the Contractor of the request. The Contractor must provide the records to the public agency or allow the records to be inspected, copied, or photographed within a reasonable time and in compliance with the requirements of §119.07, Florida Statutes.
- (6) If Contractor does not comply with a public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.
- (7) A Contractor who fails to provide public records to the public agency within a reasonable time may be subject to penalties under §119.10, Florida Statutes.
- (8) If a civil action is filed against a Contractor to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the Contractor the reasonable costs of enforcement, including reasonable attorney fees, if:
 - a. The court determines that the Contractor unlawfully refused to comply with the public records request within a reasonable time, and.
 - b. At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Contractor has not complied with the request, to the public agency and to the Contractor.
 - c. The notice requirement is satisfied if written notice is sent to the public agency's custodian of public records and to the Contractor at the Contractor's address listed in this contract with the public agency or to the Contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.
- (9) A Contractor who complies with a public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.
- (10) If the Contractor Has Questions Regarding the Application Of Chapter 119, Florida Statutes, To The Contractor's Duty To Provide Public Records Relating To This Contract, Contact The Custodian Of Public Records At:

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

City of Madeira Beach

RFP 23-04

Reflection Pond Repair and Upgrades

PART A

ADDENDA: Any interpretations, corrections, or changes to this REQUEST FOR PROPOSAL will be made by addenda. Sole issuing authority shall be vested in the Recreation Department. Addenda will be posted and available through the City notification methods shown above.

SUBMISSION: Proposals must be received on or before the Due Date and Time (local time) at the City Hall Lobby reception desk located at 300 Municipal Dr., Madeira Beach, Florida, 33708 or via email to jhatch@madeirabeachfl.gov. Proposals must be clearly marked “RFP #23-04 - Re: Request for Proposal for Reflection Pond Repair and Upgrades”.

LATE PROPOSALS: Proposals received at the City of Madeira Beach City Hall after the Due Date and Time shall be considered non-responsive. It is the sole responsibility of Proposer to ensure its Proposal is received by the City by the Due Date and Time. The City is not responsible for the lateness due to weather conditions, delivery service, or any other reasons.

PROPOSAL OPENINGS: All Proposals submitted before the Due Date and Time shall be publicly opened by the Recreation Director at the City Hall Building, located at 300 Municipal Dr. Madeira Beach, FL.

SCHEDULE: A summary schedule of the major activities associated with this solicitation is presented below. The City, at its sole discretion, may modify this schedule as the City deems appropriate.

ACTIVITY	DATE
Advertisement for Proposal & RFP Issued	April 11, 2023
Site Visit at Reflection Pond	April 26, 2023 at 10:00am
Questions Due	May 3, 2023 by 10:00am
RFP Submittal Date	May 12, 2023 at 10:00am
Commission Approval	TBD*
Notify Bidder	TBD*

*Tentative and subject to change

MEETING LOCATIONS:

- **City Hall** - located at 300 Municipal Dr. Madeira Beach, FL 33708
- **Reflection Pond** – located in ROC Park at 200 Rex Place, Madeira Beach FL 33708.
- **POINT OF CONTACT:** For information concerning procedures for responding to this Request for Proposal, contact the Recreation Director via email at jhatch@madeirabeachfl.gov . Such contact shall be for clarification purposes only.

QUESTIONS: Each Proposer must examine this proposal, which incorporates all its addenda, instructions, special conditions, and attachments to determine if the requirements are clearly stated. All questions concerning this proposal, such as discrepancies, omissions and exceptions to any term or condition of the REQUEST FOR

PROPOSAL documents, including the Sample Agreement, should be submitted in writing. Questions of a material nature must be received prior to the Deadline for Delivery of Questions specified in the schedule.

PART B:

SCOPE OF SERVICES:

The city is in search of a company to:

- Evaluate the existing condition of the Reflection Pond. Identify leaks, breaks, and other necessary areas of repair.
- Remove and resurface existing reflection pond flooring and install waterline tile around entirety of pond.
- Repair rock work including wall caps and veneer on vertical walls where missing and/or loose. Properly seal all stone surfaces.
- Evaluate existing autofill to ensure proper operation.
- Repair/replace pool equipment and plumbing to ensure proper and consistent operation. Ensure weeping wall and waterfall/water sheet features are in proper working order.
- Install automated chemical control system to regulate proper water composition.
- Proposal should include any and all demolition/tear down/etc. as well as any necessary debris removal.
- *Optional* - Install a 2-3ft barrier fence around front of the fountain to deter patrons and/or animals from entering the pond.

Proposers are requested to provide proposals including but not limited to the items listed above. Proposals will be evaluated by responsiveness to request and overall pricing for repairs/upgrades.

PART C:

PROPOSAL RESPONSE REQUIREMENTS

1. Prepare a brief introduction including a general demonstration of understanding of the scope and complexity of the required work as well as:

Company Name: _____

Address: _____

Phone #: _____

Email Address: _____

Name of Authorized Representative: _____

2. Please attach a proposed quote. Quote should be provided in the format typically utilized by the proposing company.
3. Total Cost: _____

City of Madeira Beach

RFP 23-04

Reflection Pond Repair and Upgrades

4. References:

(A) Name of Entity: _____
 Nature of Services Provided: _____

Contact Name: _____
 Contact Phone Number: _____

(B) Name of Entity: _____
 Nature of Services Provided: _____

Contact Name: _____
 Contact Phone Number: _____

(C) Name of Entity: _____
 Nature of Services Provided: _____

Contact Name: _____
 Contact Phone Number: _____

Requests for Additional Information

Questions or requests for additional information should be directed to Recreation Director Jay Hatch at jhatch@madeirabeachfl.gov.

Signature of Proposer's Agent

Title

Printed Name

Date



DATE	05-04-2023	ESTIMATE	X
ESTIMATOR	Joe Major	CONTRACT	

HOLLYWOOD POOLS AND SPAS OF FLORIDA, INC.
10550 72nd st n Unit 501 Largo, FL. 33777
PHONE NUMBER 727-546-1922 LICENSE # CPC 1458531

OWNER	City of Madeira Beach Attn:Max Michalski	SALES CONTACT	Joe Major 727-265-0602
ADDRESS	300 Municipal Drive	CITY, STATE, ZIP	Madeira Beach FL, 33708
PHONE	727-509-7167	CELL	
EMAIL	mmichalski@madeirabeachfl.gov		

ITEM	DESCRIPTION	QTY	PRICE
Equipment	3HP VS Pump w/150 Cartridge Filter (Main Pond Circulation)	1	2,800.00
	1.5HP VS Pump w/150 Cartridge Filter	1	2,250.00
	5HP Super Duty Flo Pump (Sheer Descents) (w/4 150 cart. Filt.)	2	15,080.00
	Intellicenter System	1	4,975.00
	Salt System	1	1,950.00
Plumbing	All plumbing repairs/manifold migration/Installation of new equipment		TBD
	Will quote any plumbing or electrical based on extent of equipment selections and findings from wall inspections. Leaks present to wall feature could vary in cost based on conditions or scope of repair. Sheer descent pumps have incorrect inlet pipe sizes and cause abnormal wearing of equipment. Quoted equipment would correct pipe feed issues and allow for proper flow.		
	**PLANS, PERMITS & DISPOSAL FEES (IF APPLICABLE) WILL BE BILLED ADDITIONALLY TO CONTRACT	N/A	
		TOTAL	TBD
	30% Due at Signing	DEPOSIT DRAW	
	40% Due after Demo Completed	2ND DRAW	
	29% Due when ready for Interior	3RD DRAW	
	1% Due at Start Up	FINAL POOL DRAW	

This document, when properly signed by both parties or their agents, constitutes a contract between Hollywood Pools and Spas of Florida, Inc. and the undersigned owner of the real property located as indicated above, at the price, terms and conditions herein set forth on all 3 pages of this form. INSPECTIONS HAVE NO BEARING ON PAYMENT OF DRAWS REQUIREMENTS

Any changes or additions to this contract must be submitted on a work change order signed by both parties and paid for upon signing.

I understand and accept the conditions of the contract. Accepted by:

Owner

Customer Acceptance

Date

Contractor Acceptance

Date



NEW POOL CONSTRUCTION SPECIFICATIONS

POOL SIZE: MIN WIDTH	MAX WIDTH	RETAINER WALL
MIN LENGTH	MAX LENGTH	HANDRAIL
MIN DEPTH	MAX DEPTH	LIGHT & TRANSFORMER
BOBCAT SHUTTLE		
TILE 6X6 WATERLINE		HEATER: SOLAR GAS HEAT PUMP THERMAL
ADJUSTABLE INLETS		**GAS HOOK UP NOT INCLUDED
BOTTOM DRAINS		ELECTRICAL HOOK UP AT THE PUMP
		**GFI /GFCI BY OWNER IF NECESSARY
COLOR TBD		** Home runs of Gas, water, electrical, etc. Not Included
PEBBLE FINISH		FOOTER LN FEET:
PUMP Pentair H.P.		CONCRETE SQ FEET:
PUMP H.P.		KOOL DECK SQ FEET:
FILTER SAND CART		ACRYLIC DECK SQ FEET:
NEW POOL KIT POLE, HOSE, HEAD, BRUSH, LEAF SKIMMER COMPLIMENTS WITH EVERY POOL		PAVERS STYLE:
TEST KIT		COPING
STARTER CHEMICALS		DECK-O-DRAIN 3" with removable grates
SWIMOUT		SCREEN
SUN SHELF		SPA RAISED 18"
BEACH ACCESS		WATER FEATURE
AUTOMATIC CHLORINE FEEDER		WATER FEATURE
SALT SYSTEM Yes		WATER FEATRUE
AQUA RITE		LIGHT WHEEL
AUTOMATION TBD		CUSTOM

AGREED CONDITIONS

This contract is subject to cancellation if not accepted by the Hollywood Pools and Spas of Florida Inc, within (15) days from the date of execution as indicated above on page 1.

Upon non-payment of any installation at its maturity, all remaining installations due shall at the option of Hollywood Pools and Spas of Florida , Inc or its assignee, become immediately due and payable, and Owner, jointly or severally, irrevocable authorized any attorney- at- law to appear for him in court, at any time hereafter, and compel judgment, without process, in favor of Hollywood Pools and Spas of Florida Inc or its assignee of this instrument for such full amount as may appear to be unpaid thereon, together with costs and reasonable attorney's fees, hereby ratifying and confirming all that said attorney may do by virtue hereof and agree that no appeal or writ or error shall be prosecuted on the judgment or bill in equity filed to interfere with its duration, and release all errors intervening in entering up the judgment or issuing execution thereon and consent to an immediate issuance or execution. Owner hereby waives notice of non-payment, protest, present and demand. **PLEASE READ PAGE 3 BEFORE SIGNING**

Pool leak detection is recommended on every project prior to start of work. Detection price is \$295.00 Hollywood Pools and Spas will not be responsible for any leaks not identified prior to commence of work.

Accept _____ Date _____ Decline _____ Date _____

CONTRACTOR

Shall not be liable for damage resulting from natural causes beyond his control, flood, war, surface drainage, ground swells, sand slides, sink holes, shifting of any other natural causes, damage or discoloration to pool and equipment due to improper or inadequate use of chemicals or neglected by owner, his agents or invitees. Including any and all types of injury or death, slips, falls, punctures, cuts, ect. during and after construction or duties performed.

CONTRACTOR'S RESPONSIBILITIES

The contractor agrees to supply all labor, materials, equipment and supplies necessary to perform and complete the work described in the contract documents in a workmanlike manner, and to comply with laws, ordinances and regulations of federal, state, county, and city with respect to the performance of its work and the fulfillment of this agreement. Certificates of insurance will be furnished to the Purchaser upon request. The contractor shall regularly remove trash and construction debris from the purchaser's premises. It is understood that ruts left by the equipment will be filled and raked level. No sod replacement, reseeding or replacement of shrubs and landscaping material shall be provided by the contractor unless specifically spelled out in this agreement. Minor variations in the dimensions or elevations are normal and shall not affect the validity of this contract.



Item 4D.



Pools, Renovations and Complete Backyard M

Item 4D.

DATE	05-02-2023	ESTIMATE	X
ESTIMATOR	Joe Major	CONTRACT	

HOLLYWOOD POOLS AND SPAS OF FLORIDA, INC.
10550 72nd st n Unit 501 Largo, FL 33777
PHONE NUMBER 727-546-1922 LICENSE # CPC 1458531

OWNER	City of Madeira Beach Attn:Max Michalski	SALES CONTACT	
ADDRESS	300 Municipal Drive	CITY, STATE, ZIP	Madeira Beach Fl, 33708
PHONE	727-509-7167	CELL	
EMAIL	mmichalski@madeirabeachfl.gov		

ITEM	DESCRIPTION	QTY	PRICE
Leak	Leak Detection with pressure testing (fountain water MUST be clear for service)		950.00
Pool	Drain pool and remove plug for renovation		2,500.00
Demo	Hydro-Blast existing interior, Prep around all existing fittings and main drain, Demo all existing coping and prep for new install, Apply Bond-Kote and prep surface for new interior installation. (Includes stone "patching" in areas of raised wall)		7,250.00
	(Inspect raised wall and assess water issue/repair cost TBD)		TBD
Tile	Install new waterline tile up to 185' (Up to \$5.00 per sq ft Inc.)		6,475.00
Coping	Install new Shellock coping up to 185'		9,250.00
Interior	Install new Pebble Sheen (Pigmented) interior (darker colors inc.)		17,250.00
Plumbing	Inspect and Improve if necessary (Cost plus 30%)		TBD
Electrical	Upgrade electrical to existing pool equipment		5,400.00
	Note : Any findings with leak detection will dictate how extensive repair options may be. Plumbing costs as well as equipment cost will be determined after leak detection has been performed. Attached you will also find an estimate for complete replacement of equipment and reconfiguration cost.		
	**PLANS, PERMITS & DISPOSAL FEES (IF APPLICABLE) WILL BE BILLED ADDITIONALLY TO CONTRACT	N/A	

	TOTAL	49,075.00
30% Due at Signing	DEPOSIT DRAW	14,722.50
40% Due after Demo Completed	2 ND DRAW	19,630.00
29% Due when ready for Interior	3 RD DRAW	14,231.75
1% Due at Start Up	FINAL POOL DRAW	490.75

This document, when properly signed by both parties or their agents, constitutes a contract between Hollywood Pools and Spas of Florida, Inc. and the undersigned owner of the real property located as indicated above, at the price, terms and conditions herein set forth on all 3 pages of this form. INSPECTIONS HAVE NO BEARING ON PAYMENT OF DRAWS REQUIREMENTS

Any changes or additions to this contract must be submitted on a work change order signed by both parties and paid for upon signing.

I understand and accept the conditions of the contract. Accepted by:

Owner

Customer Acceptance

Date

Contractor Acceptance

Date



NEW POOL CONSTRUCTION SPECIFICATIONS

POOL SIZE: MIN WIDTH	MAX WIDTH	RETAINER WALL
MIN LENGTH	MAX LENGTH	HANDRAIL
MIN DEPTH	MAX DEPTH	LIGHT & TRANSFORMER
BOBCAT SHUTTLE		
TILE 6X6 WATERLINE		HEATER: SOLAR GAS HEAT PUMP THERMAL
ADJUSTABLE INLETS		**GAS HOOK UP NOT INCLUDED
BOTTOM DRAINS		ELECTRICAL HOOK UP AT THE PUMP
		**GFI /GFCI BY OWNER IF NECESSARY
COLOR TBD		** Home runs of Gas, water, electrical, etc. Not Included
PEBBLE FINISH		FOOTER LN FEET:
PUMP Pentair H.P.		CONCRETE SQ FEET:
PUMP H.P.		KOOL DECK SQ FEET:
FILTER SAND CART		ACRYLIC DECK SQ FEET:
NEW POOL KIT POLE, HOSE, HEAD, BRUSH, LEAF SKIMMER COMPLIMENTS WITH EVERY POOL		PAVERS STYLE:
TEST KIT		COPING
STARTER CHEMICALS		DECK-O-DRAIN 3" with removable grates
SWIMOUT		SCREEN
SUN SHELF		SPA RAISED 18"
BEACH ACCESS		WATER FEATURE
AUTOMATIC CHLORINE FEEDER		WATER FEATURE
SALT SYSTEM Yes		WATER FEATRUE
AQUA RITE		LIGHT WHEEL
AUTOMATION TBD		CUSTOM

AGREED CONDITIONS

This contract is subject to cancellation if not accepted by the Hollywood Pools and Spas of Florida Inc, within (15) days from the date of execution as indicated above on page 1.

Upon non-payment of any installation at its maturity, all remaining installations due shall at the option of Hollywood Pools and Spas of Florida , Inc or its assignee, become immediately due and payable, and Owner, jointly or severally, irrevocable authorized any attorney- at- law to appear for him in court, at any time hereafter, and compel judgment, without process, in favor of Hollywood Pools and Spas of Florida Inc or its assignee of this instrument for such full amount as may appear to be unpaid thereon, together with costs and reasonable attorney's fees, hereby ratifying and confirming all that said attorney may do by virtue hereof and agree that no appeal or writ or error shall be prosecuted on the judgment or bill in equity filed to interfere with its duration, and release all errors intervening in entering up the judgment or issuing execution thereon and consent to an immediate issuance or execution. Owner hereby waives notice of non-payment, protest, present and demand. **PLEASE READ PAGE 3 BEFORE SIGNING**

Pool leak detection is recommended on every project prior to start of work. Detection price is \$295.00 Hollywood Pools and Spas will not be responsible for any leaks not identified prior to commence of work.

Accept _____ Date _____ Decline _____ Date _____

CONTRACTOR

Shall not be liable for damage resulting from natural causes beyond his control, flood, war, surface drainage, ground swells, sand slides, sink holes, shifting of any other natural causes, damage or discoloration to pool and equipment due to improper or inadequate use of chemicals or neglected by owner, his agents or invitees. Including any and all types of injury or death, slips, falls, punctures, during and after construction or duties performed.



CONTRACTOR'S RESPONSIBILITIES

The contractor agrees to supply all labor, materials, equipment and supplies necessary to perform and complete the work described in the contract documents in a workmanlike manner, and to comply with all laws, ordinances and regulations of federal, state, county, and city with respect to the performance of its work and the fulfillment of this agreement. Certificates of insurance will be furnished to the Purchaser upon request. The contractor shall regularly remove trash and construction debris from the purchaser's premises. It is understood that ruts left by the equipment will be filled and raked level. No sod replacement, reseeding or replacement of shrubs and landscaping material shall be provided by the contractor unless specifically spelled out in this agreement. Minor variations in the dimensions or elevations are normal and shall not affect the validity of this contract.

SITE CONDITIONS

In the event that excessive ground water is encountered, the contractor will may at his discretion either raise the pool elevation, decrease the depth or try to obtain contractual depth by other means such as well points, each or all at an additional cost to the Purchaser. Should unknown physical conditions below the surface be of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work of the work to be performed in this contract, causing the necessity for extra labor or materials to complete this work, the Purchaser agrees to pay for this cost. This includes excessive clay deposits, leveling of pool bond beams, repairing or bringing non-standard, dilapidated or outdated items current, existing drainage problems, removal of algae or excessive delamination's (Hollow Spots) in existing pool or deck finish and raising of patio or screen doors. If it is determined by the Contractor or Purchaser that the cost of this extra work would be prohibitive or that the physical conditions below the surface prohibit completion of this agreement, the Purchaser agrees to pay Contractor for all labor and materials used in the work completed. If it becomes necessary to install one or more well points (minimum charge of \$500.00) to remove the excess ground water or to install submersible or overhead pumps the Purchaser agrees to pay the additional charge upon receiving an invoice. All electrical work requiring a licensed electrician is not included in the price of this contract. Pricing for propane tanks, natural gas lines, electrical and panel upgrades are not included in this contract. **Purchaser agrees at their expense to supply all home runs for gas, water and electrical including GFI to the specified location for the pool equipment.**

ACCESS

Purchaser agrees to furnish access to the job site, including access for heavy equipment and understands that damage in the area is inevitable. The Purchaser further agrees that the contractor will not be responsible for relocation, replacement or damage to lawn, septic, sewer or sprinkler systems, shrub, trees, fences driveways seawalls, seawall tie backs, curbs, well or other underground utilities that are in the equipment access, pool or deck areas. Damage to personal items such as lawn furniture or portable plants left in the construction areas will be the homeowner's responsibility. Moving of furniture, plants etc. from decks and construction area will be billed separately.

PROPERTY TITLE

The Purchaser warrants that he/she owns the land upon which the pool is to be built or has full authority from the owner thereof to enter into this contract, and the owner will indemnify and hold harmless the contractor in all matters arising on this contract.

PRELIMINARY COSTS

Should the Purchaser terminate this contract prior to the construction commencement, the deposit shall be retained by the Contractor in satisfaction of preliminary costs or a 30% cancellation fee. However, this contract may be cancelled within three (3) days following the date of Purchaser's signature or verbal authorization without penalty. Should customer cancel this agreement after commencement of work, contractor reserves the right to a 30% cancellation fee plus payment for stages of work which have been completed

PURCHASER'S RESPONSIBILITIES

The Purchaser agrees to pay the Contractor for the performance of its work, subject to additions and deductions for changes and/or charges. Payments must be made on schedule or work will stop until such payments are made. Late payments will void any free items or credits included in this contract. Purchaser agrees to pay all costs incurred because of non-payment or other breach of contract by the Purchaser including interest and fees for litigation. Work will be re-scheduled upon payment and existing completion dates will be adjusted accordingly. The Purchaser agrees to furnish all surveys describing the physical characteristics, legal limitations and utility locations for the job site and a legal description of the site, including Deed restrictions. The Purchaser agrees to furnish water, and electrical power, at his/her expense, including the initial filling of the pool, needed to complete the terms of this contract. Dump & material disposal fees will be billed at cost (if applicable) to homeowner and are not included in price. Work damaged or having to be repaired because of weather conditions, acts of God or customer shall be homeowner's responsibility and in addition to this contract. Staining of new surfaces from old, rusted lights, ladders, returns or other items are the responsibility of homeowner. Non-standard vendors or items selected by homeowner may increase price of contract or estimate. Tile material billed separately

All changes or additions to this contract shall be authorized by a signed addendum executed by the Purchaser and the Contractor. Charges for such items shall become due when billed and paid for before the existing construction schedule continues. This contract may not be modified except by written instrument signed by both parties. Any notice given under this agreement shall be in writing and shall be delivered personally or mailed to the other party at the above stated address.

NOTICES

Any notice given under this agreement shall be in writing and shall be delivered personally or mailed to the other party at the above stated address. All notices sent by United States mail shall be by certified, registered, or proof of delivery receipt. It is understood that THERE ARE NO OTHER UNDERSTANDINGS, PROMISES OR AGREEMENTS THAT EXIST THAT ARE NOT REPRESENTED IN THIS AGREEMENT. NO VERBAL AGREEMENTS ARE VALID unless put forth in writing herein. Purchaser acknowledges that he/she has read and received a complete legible copy of this contract. Upon acceptance, the Purchaser shall receive a signed copy and upon its receipt authorizes the Contractor to complete the work as specified.

All equipment and accessories furnished by the Contractor will remain the property of the Contractor and no warranty will be honored until all invoiced payments have been made. Failure to make such payments as invoiced will be considered a breach of contract and under this breach of contract the Contractor has the right to remove the furnished pool equipment and/or accessories even if they are attached to real estate. Outstanding balances on items completed beyond 30 days shall permanently void all warranties & guarantees.

In the event buyer has supplied dimensions, drawings, surveys or requests for the purposes of pricing this contract the price may be increased if subsequent inspection or municipalities determines the work to be completed would be unable to permit as requested or the dimensions supplied are different than those supplied by buyer.

Work under this contract is deemed complete when contractor's materials are installed. Buyer agrees that there are no warranties in effect and final inspections will not be called in until the contract is paid in full and that buyer will be responsible and liable for any damages that may occur for not adhering to the terms and conditions of this contract or delays. Contractor shall not be liable under any circumstances for incidental or consequential damages, and no claim for damages shall be greater in amount than the price of this contract. It is common for minor punch-out items and final clean-up to extend beyond the time final draw is due. A maximum of a \$200 hold back will be allowed without penalty of late payment. No free or specially priced items will be installed unless all invoices have been paid in full and on time. Draws are due the morning work is to be completed for designated stages. If full payment is not on site morning of completion, work shall not be completed and a \$500 trip charge will be billed to homeowner and future draws will be paid in advance. This or any late payment will void any credits, special discounts or free items included in this contract.

WARRANTY

The contractor warrants its work to be free from defects in material and workmanship for a period of one year after the completion date or pool has been filled with water. If any defects should appear within such a time, the contractor shall remedy such defect without any cost to the purchaser provided the purchaser has complied in full with the terms of payment and other conditions of this contract. Purchaser's failure to make full payment to contractor according to this contract and work orders shall void this warranty.

The contractor warrants the concrete shell on new pool construction against structural defects to the original purchaser for ten years. Purchased or assembled accessories and/or equipment installed under this contract carry the manufacturer's warranty and the contractor neither warrants or guarantees such equipment beyond or in excess of the manufacturer's warranty. The servicing or replacement of such items shall be charged for if they exceed the limits of said manufacturer's warranty. Imperfections, such as interior finish and deck discoloration, hairline cracks in pool, tile, expansion cracks in decks and tile, which is inherent to this type of construction are not warranted. Etching, pitting and scaling of the interior pool finish is caused improper water chemistry and will not be warranted. Interior finishes are warranted only in areas where the material touches. Other areas such as plumbing, skimmers, main drains and light niches, unless contracted separately, are not warranted. All equipment shall be new unless otherwise specified. Defects or failures caused by mistreatment or neglect shall be repaired or serviced at purchaser's expense. There are no other warranties, either expressed or implied.

ACCEPTANCE BY PURCHASER

The terms and conditions of this contract are fully understood by the Purchaser. The prices, specifications, conditions, and payment schedule are satisfactory and are hereby accepted. It is understood that this Agreement may be cancelled without penalty within three (3) days following the date of Purchaser's signature or verbal authorization of work to be performed.

DATE _____

CUSTOMER _____

[e] Request For Proposal #23-04

Item 4D.

David C Kloote <dkloote@aol.com>

Mon 5/8/2023 12:10 PM

To: Hatch, Jay <jhatch@madeirabeachfl.gov>

Mr. Hatch,

This responds to the City's request for proposal #23-04.

We have visited the site and have interest in assisting the City with Reflection Pond Repair and Upgrades. Given the lack of as-built information and concealed conditions, it is our opinion, the work could be **value-engineered** successfully to complete Part B Scope of Services listed on page 7 of the RFP. We would propose to negotiate with the City with respect to schedule and probable costs to repair and upgrade.

We would be happy to meet with the City to discuss details if you would like to pursue this course of action.

Thank you

Dave Kloote

Please confirm receipt of email



Kloote Contracting, Inc

PO Box 339

Palm Harbor, FL 34682

727.785.6800 O

727.463.4617 C

dave@kloote.com

www.kloote.com

Confidentiality Notice: The information included in this e-mail, including any attachments, is for the sole use of the intended recipient and may contain information that is confidential. Any unauthorized review, use, disclosure, distribution or similar action is prohibited. If you are not the intended recipient, please contact the sender and delete all copies of the original message immediately

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

**G&M - Remodeling and Restoration
Services, LLC - CGC1527373**

7723 40th Terrace N.

Saint Petersburg, FL 33709

727-902-1239

jfisher@gm-remodelingandrestoration.com

www.gm-remodelingandrestoration.com



G&M
Remodeling and Restoration

Item 4D.

Estimate

ADDRESS

Megan Wepfer

Madeira Beach Parks and
Recreation

200 Rec Pl

Madeira Beach, FL 33708

ESTIMATE # 1055

DATE 09/17/2019

EXPIRATION DATE 09/30/2019

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
09/17/2019		Madeira Beach Projects			
09/17/2019	Sales	Roc Park - Softball/Baseball Field - Add Pro Channel drain to existing sidewalk curb to minimize drainage into ocean. Labor consists of removal of paver and/concrete; install new drain, install catch basin drain boxes to lead back to main water pump; excavate area to lead back to main water pump area; re-installation of pavers, concrete and sod. Repaint area if needed. Labor cost only	1	8,400.00	8,400.00
09/17/2019	Sales	Roc Park - drain, new sod, sump pumps and possible concrete/pavers materials to match existing area. Material costs. See drain product below as an option: NDS 5" Pro Channel Drain Kit with Metal Grate This material cost is only a budgeted numbers based on what will be needed to complete the job. Material costs can vary between amounts, finishes and quality	1	6,000.00	6,000.00

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
09/17/2019	Sales	Per Owner request, need about 120 LF of concrete side walk (5ft wide, 4" thick). Price includes labor and material to complete concrete work. Total concrete yards: 8 yards.	8	911.25	7,290.00
09/17/2019		SEE ATTACHED PROPOSED DRAINAGE SYSTEM AS WELL AS THE SITE PLAN FROM WHICH CONCRETE LINEAR FOOTAGE WERE DERIVED.			

TOTAL

\$21,690.00

40000

Accepted By

Accepted Date

19310

6-7 on>

12000



Press and move to zoom.



LAWSON DECK DRAIN WITH GRATE, 10 SECTION

Item 4D.

Product Code: ISPKG50

Deck Drain with Grate. Sold per 10 foot section.

About Drain the Deck™:

Many of today's deck drains are too narrow and have open space insufficient for excess water flow from heavy rains or hosing during maintenance. Grate Technologies offers an excellent solution to your flooded deck problems.

Grate Technologies Drain the Deck is a high grade UV-stabilized PVC trench drain that consists of an extruded base and quality molded PVC grates. At 4" wide by 3.5" deep, our deck drain system contains an open area of 25% for water flow and a gap in compliance with ADA regulations. Grates are modular and interlocking for easy and inexpensive section replacement in the rare event of accidental breakage.

Available in 10-foot lengths with 45° and 90° corners or can be custom made to order. Outlet sizes are 1.5", 2" or 3".

You will be able to choose the color when you add the item to your cart.

Available Colors

WHITE

BONE

GRAY

Note: Colors are representative of the actual product color. Screen monitor settings and printer ink may cause variability.

Ten year warranty.

\$225.22 /EA



Qty

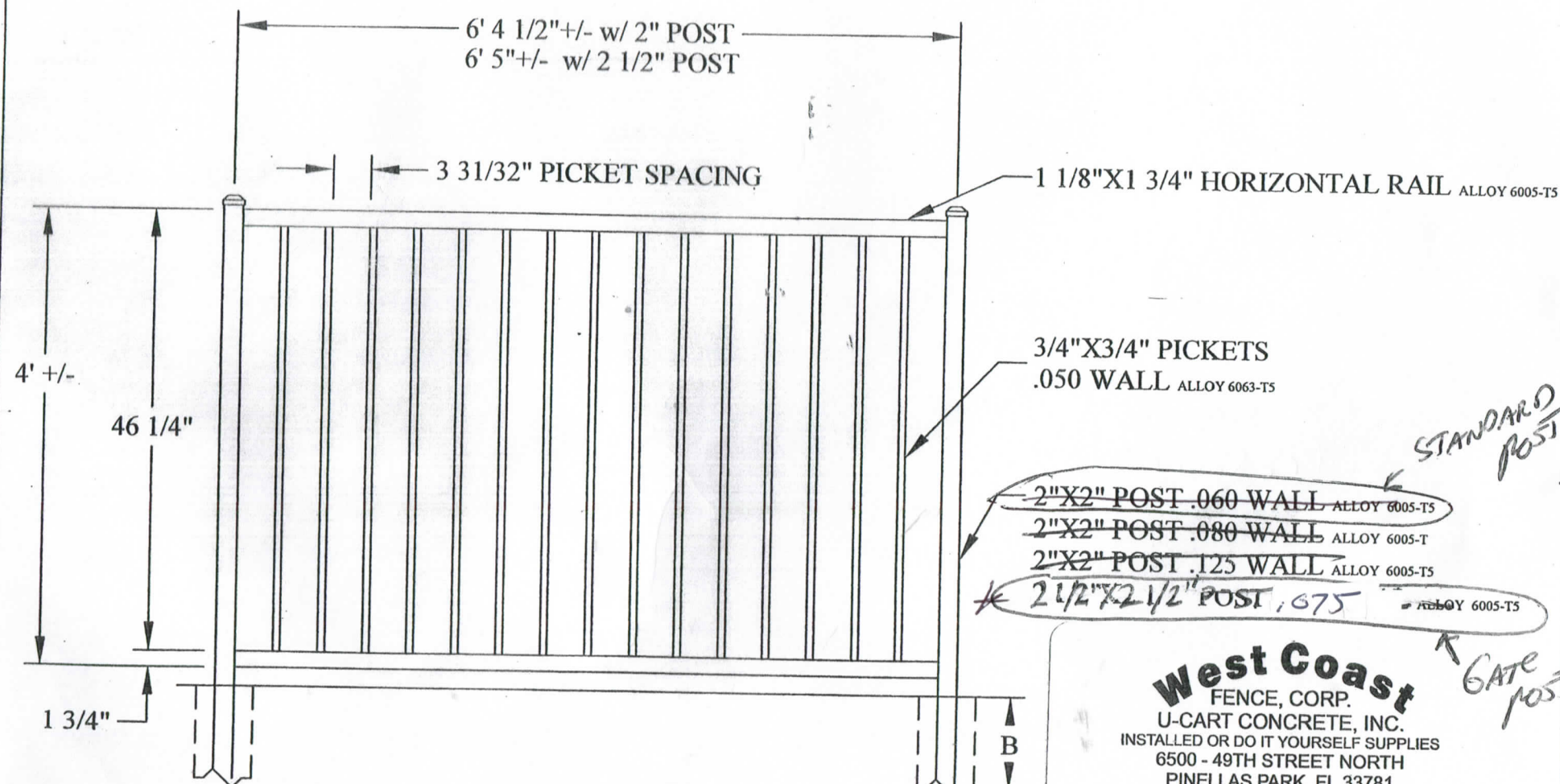
EA

Add to My Shopping Cart



[Home](#) > [Shop](#) > [Grating](#) > [Lawson Deck Drain](#) > [Lawson Deck Drain with Grate, 10 ft Section](#)

ELITE
FENCE PRODUCTS INC.
ORNAMENTAL ALUMINUM FENCE



NOTE: DRAWING NOT TO SCALE.

LIFEGARD
COMMERCIAL

COLOR

Black

PROJECT

CITY of MAD. BCH Rec-Splash Pad

OWNER/CONTRACTOR

DATE

6/24/20

Shower Tower, Inc.
970 Country Club Road
Sanford, FL 32773

Item 4D.

Estimate

Date 6/2/2020
Estimate # 467

Name / Address

City of Madeira Beach
Marina / Maintenance Dept.
503 150th Ave.
Madeira Beach, FL 33708

P.O. #

Terms Net 30

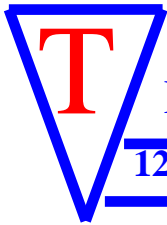
Due Date 7/2/2020

Other

Description	Qty	Rate	Total
1-station Shower Tower Sandstone color with control valve at 48" height	1	1,495.00	1,495.00
hose bib option	1	75.00	75.00
Shipping & Handling	1	215.00	215.00
		Subtotal	\$1,785.00
		Sales Tax (6.0%)	\$0.00
		Total	\$1,785.00

Shower Tower, Inc.
mark@showertower.com
www.showertower.com

Ph. 1-800-330-9073
407-328-9942



TRIANGLE POOL SERVICE

12801 SOUTH BELCHER ROAD, LARGO FL 33773

Serving Pinellas County Since 1959

PHONE NO. 531-0473

531-6565
FAX 531-8851

Item 4D.

Madeira Beach Rec.
200 Rex Place
Madeira Beach, FL 33708

January 9, 2019

Dear Jay,

An inspection was conducted on your equipment by Steve Eaton, Operations Director for **Triangle Pool Service**, for the purpose of an estimate to install an Intelli-Pro Pump on the splash pad.

Triangle Pool Service is pleased to submit the following bid;

ESTIMATE TO INSTALL AN INTELLI-PRO PUMP ON THE SPLASH PAD:

- 1) Intelli-Pro 011057 Variable Speed Pump. (1 year warranty)
- 2) Misc Plumbing/Labor

Sub Total.....\$ 1,469.95

Tax.....\$ EXEMPT

Total.....\$ 1,469.95

We trust the above meets with your approval and that we may be of assistance to you in the near future **Triangle Pool Service** Thanks You for the opportunity to assist you in your pool needs.

Acceptance of Proposal:

Date:

Respectfully Submitted,

Steve Eaton

Triangle Pool Service

WE CAN ONLY GUARANTEE THE ABOVE PRICE FOR A PERIOD OF (30) THIRTY DAYS

DEVELOPMENT AGREEMENT (GULF GRILL ON MADEIRA BEACH)

THIS AGREEMENT (the "**Agreement**") made and entered into this 16th day of April 2013, by and between the **CITY OF MADEIRA BEACH**, a municipal corporation of the State of Florida hereinafter referred to as "**City**" and **GULFWATERS LAND DEVELOPMENT, LLC**, a Florida Limited Liability Company authorized to transact business in the State of Florida, hereinafter referred to as "**Developer**".

FOR AND IN CONSIDERATION of the mutual promises made and agreed to be kept hereunder and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the approval of certain uses by the City and conditioned on the performance in all respects of this Agreement by each of the parties, it is hereby agreed between the parties as follows:

RECITALS

1. Anchorage Bay, LLC is the fee simple owner of that certain tract of land located within the City of Madeira Beach, Pinellas County, Florida, hereinafter referred to as the "Property" and more particularly described in Exhibit "A" attached hereto and made a part hereof, and joins Developer and consents to the development of the Property, as proposed in this Agreement.

2. The following development rights are hereby approved pursuant to this Agreement on the Property:

Category	Regulations
Future Land Use	RFM Resort Facilities Medium
Usage	Restaurant (6,923.6 sq.ft. area)
Density	
Lot Area	14,059 sq. ft. 0.32 Acres
Lot Width	117.16 ft. (provided)
Maximum Building Width (street frontage)	78.5 ft
Building Coverage (sq. ft. & % of gross site)	6,703.3 sq.ft. 47.7%
Gross Floor Area (sq. ft.) FAR (Floor Area Ratio)	6,923.6 sq. ft. 49.2% FAR
Setbacks: Front (Gulf Blvd. side)	25.0 ft.
Side (SE)	19.33 ft.

Side (NW)		19.33 ft.
Total side combined		38.66 ft. total (10 ft. minimum)
Rear (beach side)		12.42 ft. Landward of the CCCI
Building Height		32.83 ft above BFE (Allowed)
Vehicular Use Area (V.U.A.)		7,242.8 sq. ft. 51.5%
Impervious Surface Area (ISR)		9,120.0 sq. ft. 64.9% ISR
Open Space		7,335.7 sq. ft. 52.3%
Parking Lot Interior Landscape (10% of site + required buffers)		3,141.1 sq. ft. 22.3%
Parking		217 seats = 54 spaces Site plan provisions
Parking Calculations/Notes: 162 seats in restaurant @ 1 space/4 seats = 40.50 spaces 55 seats in Tiki and Deck area @ 1 space/4 seats = <u>13.75 spaces</u> 54.25 spaces required (54 spaces per Code)		
<ul style="list-style-type: none"> • Allowable compact spaces = 20% (54x20%) = 11 compact spaces allowed (one compact space provided on site.) • Total number of parking spaces on site = 22 parking spaces (21 regular spaces and 1 compact space) • Total number of approved off-site or shared parking spaces to be provided = 14 (off-site parking lot at 14101 Gulf Boulevard – subject to review and approval through the process outlined in Section 110-955 of the City Code.) • Bicycle Parking Credit = 3 space credit (providing 6 bicycle spaces/maximum credit = 3 spaces) 		
<i>Minimum number of parking spaces required = 54</i> <i>Minimum number of parking spaces to be provided = 39 parking spaces (22 on-site, 3 bicycle credits, 14 off-site)</i> <i>Total parking space variance requested = 15</i>		

more particularly set forth in the Final Site Plan attached hereto as Exhibit "B" (hereinafter referred to as the "Project").

3. The development rights set forth in this Agreement, and Final Site Plan approval are subject to the following conditions:

1. Approval of the related development agreement pertaining to the site development of the subject property as described and depicted in the preliminary site plan (SPR-2013-01), attached as Exhibit "B".
2. Where necessary to accommodate proposed development, the applicant shall be responsible for the removal and/or relocation of any and all existing public utilities located on the subject site, including the granting of easements located outside the building foot print as may be required. This is regardless of whether the public utilities are known at the time of site plan approval or discovered subsequent to such approval. Any required relocation will be subject to approval from the City's Community Services Department.
3. All construction associated with this project shall be subject to the current requirements of the Florida Building Code, Madeira Beach's land development regulations, the Florida Fire Prevention Code, all other technical codes adopted by the City of Madeira Beach, and FEMA. This shall include provisions to meet the turtle lighting requirements.
4. All on-site construction activities related to erosion control shall be applied as required by the Florida Building Code and the Madeira Beach Code of Ordinances.
5. Proof of SWFWMD Environmental Resource permit approval or exemption of the drainage requirements is required prior to the Certificate of Occupancy being issued.
6. Proof of FDOT Access/Driveway permit approval for the ingress and egress to Gulf Boulevard is required prior to the Certificate of Occupancy being issued.
7. Proof of FDOT Drainage Connection permits required prior to the Certificate of Occupancy being issued.
8. If possible, final location of the FDOT Gulf Boulevard crosswalk shown on the site plan shall be identified.
9. The motorcycle parking area shall not interfere with the ingress/egress access points for the Tiki and Deck area noted on the site plan. The standard motorcycle parking space allocation of 4 feet by 8 feet shall be utilized.
10. Final approval of all off-site and/or shared parking by Administration as provided in Sections 110-955 and 110-956 of the City Code. Such site plan shall be subject to

review by the City's consulting engineer to ensure proper traffic circulation and adequate parking spaces. Such off-site and/or shared parking may be allowed full or part time as stacked valet parking, but must be so noted on the submitted off-site and/or shared parking site plan. As per the site plan, a total of 14 off-site and/or shared parking spaces are to be provided. Such approval is required prior to building permits being issued.

11. Final approval of the City's consulting engineer of the civil and utility site and construction plans prior to building permits being issued.
12. Final approval of the Community Services Director of the plans for solid waste collection prior to building permits being issued.
13. Final approval of the Fire Chief of the site plan as it relates to fire code issues prior to building permits being issued.
14. The dedication of a five (5) foot easement to the City of Madeira Beach for the expansion of additional City metered parking at Kitty Stuart Park by the developer. This action will increase the number of public parking spaces at Kitty Stuart Park to a total of 20 parking spaces. Proof of recordation (at the Developer's expense) of the approved easement is required prior to a Certificate of Occupancy being issued. The developer shall be responsible for the costs associated with the related improvements on City parkland including but not limited to paving and landscaping. The City shall be responsible for the maintenance of Kitty Stuart Park.
15. Final approval of the Community Development Department and the City's consulting civil engineer for the site's compliance with the approved site plan and civil plan prior to the Certificate of Occupancy being issued.
16. The restroom facilities proposed by the developer of the Gulf Grill on Madeira Beach, which are noted on the Kitty Stuart Park parking lot portion of the site plan, shall be at the expense of said developer. Please note that such restrooms are located within a VE (Velocity) flood zone and must meet FEMA, Pinellas County Contractors' License Board (PCCLB), and the Florida Building Code requirements for such construction. Based on the City's consulting engineer's research, it is likely that FEMA will require the elevation of the restroom facilities to meet velocity zone construction requirements relating to elevation, will mandate construction methodologies such as breakaway wall, and will require provisions for ADA access. Consideration should be given to the possibility of installing a portable bathroom facility that connects to the water and sanitary sewer infrastructure and which can quickly be disconnected from this infrastructure and relocated to a safe location in the event of a pending storm. If such a portable facility is utilized, then the design and appearance of such bathroom facility shall meet the approval of the City. Such a portable facility would be subject to FEMA, PCCLB, and Florida Building Code approval. In the event the cost of the restrooms exceeds \$20,000.00, the Developer shall not have to provide the restrooms. The City can opt to provide the restrooms in which case the Developer shall contribute the

\$20,000.00. Under either option the development shall proceed with or without the restrooms. If the restrooms are built the City shall be responsible for their maintenance.

17. If required following the Planning Commission public hearing, the developer shall provide to the City revised plans in response to any additional adjustments to the site plan and its conditions of approval. Such required revisions shall be provided to the Community Development Department no later than March 29, 2013.
18. The proposed restaurant use shall be in compliance with the R-3 zoning district regulations that pertain to restaurant use as defined in Sections 110-527 and 110-530 as shown below. In addition, in order to sell beer, wine, and/or liquor for consumption on premises, there is a specific review process by the Board of Commissioners that is required by Code. It requires a specific application, proper posting of the property, notification to all owners of property within 300 feet of the subject site, a public hearing, review and approval by the Board of Commissioners. These provisions are located in Chapter 110, Article VI, Division 6 (Alcoholic Beverages) of the City Code (Section 110-526 through Section 110-540). The following City Code provisions pertain to restaurants and the allowance of alcoholic beverages at restaurants within R-3 zoning district districts:

Sec. 110-527. - Classifications.

(d) *Restaurants. A restaurant is an establishment where beer, or beer and wine, or beer, wine and liquor are sold for consumption on the premises, or for consumption on the premises and package sales, in connection with a restaurant business wherein the combined gross sales of the business operation are more than 60 percent attributable to the sale of food and nonalcoholic items.*

Sec. 110-530. - Alcoholic beverage districts, restrictions and distance requirements.

(b) *R-3 districts. Only restaurant establishments as defined in section 110-527 shall be allowed in any district zoned R-3 within the city.*

19. Regarding the abutting Kitty Stuart Park, please note that this is a metered parking lot developed for public use. As such, the parking at Kitty Stuart Park is and shall remain public parking that is available on a first come first served basis. Patrons of the Gulf Grill restaurant may park at Kitty Stuart Park in the same manner as anyone else. However, Kitty Stuart parking spaces may not be otherwise utilized by the restaurant including but not limited to parking reserved or held for the restaurant's use, valet parking, or shared/off-site parking allocated to the restaurant. The park and parking lot hours for Kitty Stuart Park will be from 6 a.m. to 10 p.m. as provided by City Code and subject to the following regulations unless otherwise altered by City Code provisions:

Sec. 66-72. - Limitations on parking in city parking lots and beach access easements.

Parking of any type motor vehicle is allowed in the city parking lots and beach access easements subject to the following limitations:

- (1) *All vehicles must park within the designated metered spaces;*
- (2) *No part of the vehicle may extend beyond the limits of the marked parking space;*
- (3) *Backing of vehicles into metered spaces is prohibited;*
- (4) *Parking is only allowed during the hours of 6:00 a.m. to 12:00 midnight, unless otherwise posted;*
- (5) *Meters are in effect on all lots during the allowable hours of operation, seven days a week; and*
- (6) *Parking is prohibited in all areas during the hours of 12:00 midnight to 6:00 a.m. daily, unless otherwise posted.*

Sec. 66-77. - Kitty Stuart Park.

The park and parking lot hours for Kitty Stuart Park, at approximately 141st Avenue and Gulf Boulevard, will be from 6 a.m. to 10 p.m. and subject to the regulations listed in section 66-72 with the exception of subsections (4) and (6).

20. The following is the scope of the proposed Kitty Stuart Park construction activities that are to be the responsibility of the Developer::

- a) City will submit drawings prepared by Developer for F.D.O.T. approval of access construction at the developers expense and will process permit for resurfacing, curbing and construction of parking lot as approved and of public restrooms and landscape renovation.
- b) Remove all existing curb on south and north property landscape buffers.
- c) Demolish and remove or recondition existing paved surfaces from existing parking lot and entry to edge of Gulf Boulevard road surfaces and replace with concrete.

d) The design, demolition, construction and all costs of the following scope of work:

- 1) Demolish existing curbs, remove existing paving and concrete skirt as necessary at entry to Gulf Blvd.
- 2) Remove landscaping as required and preserve or relocate on site as possible.
- 3) Remove existing pavilion and cap existing water line.
- 4) Construct two (2) new ADA restrooms, compliant with FEMA regulations, as described in the RECITALS. [Unless otherwise stipulated as noted on page #5.]
- 5) Provide 207 linear feet, plus 4¼ inches, of curb per plans.
- 6) Provide 5746.44 sq. ft. of 5" concrete or asphalt parking and drive.
- 7) Provide 5 ft. concrete walkways as shown on approved plan.
- 8) Provide new landscaping that meets the City's approval and which is distinct and different from the landscaping proposed for the Gulf Grill restaurant.
- 9) These improvements to Kitty Stuart Park shall be completed to the satisfaction of the City prior to the Certificate of Occupancy being issued for the Gulf Grill restaurant.

21. In addition, Developer is responsible for the construction costs of the proposed dune walkover to be built adjacent to Kitty Stuart Park and the Gulf Grill restaurant.

22. All of the items to be built by the developer on the Kitty Stuart Park, including the landscaping, restrooms, and parking spaces, will be maintained by the City of Madeira Beach once the initial construction is completed.

THE AGREEMENT BETWEEN THE PARTIES

4. Recitals. The foregoing recitals are true and correct and are incorporated herein by reference as fully enforceable agreements and representations by the parties hereto.

5. Authority. This Agreement is authorized by Section 163.3220, et seq. F.S. (2011) and Sections 86-141 through 86-149 of the Code of Ordinances of the City of Madeira Beach.

6. Effective Date. This Agreement shall be effective as of the day after it is fully executed and recorded in the Pinellas County public records ("Effective Date"). In the event

that there is an appeal or legal proceeding challenging this Agreement or challenging the other matters affecting the purpose, intent, or the rights of the Developer or the City to develop the Property as contemplated hereby, the Effective Date of this Agreement shall be extended and shall commence upon the conclusion of such litigation, including appeals and upon all rights of appeal having expired. In the event that a Court decision materially changes any aspect of this Agreement or has made the performance of a portion of this Agreement impossible or unacceptable to one of the parties, either party may choose to terminate this Agreement upon thirty (30) days written notice to the other party and the parties shall assist each other in returning each party to the positions and legal status that it enjoyed immediately prior to the date of the entry into this Agreement; or, alternatively, the parties shall work together to restore the material benefit if such is reasonably possible.

In the event that this Agreement is subject to termination pursuant to the provisions hereof, either party may record an affidavit signed by all parties hereto or their respective successors and assigns in the Public Records of Pinellas County, Florida reflecting that such termination has occurred and that this Agreement is thereby terminated and by such affidavit, notice that the termination provisions of this Agreement pursuant to this paragraph have occurred. The party recording such affidavit shall send a copy of the recorded affidavit to the other party and this Agreement shall be terminated and shall be deemed void and of no further force and effect. In the event that the Developer's fee simple title is encumbered by any mortgages, liens or other rights of third persons which are not subordinated to the terms, conditions, covenants and restrictions set forth in this Agreement, said third party encumbrances shall be of no force and effect as to the provisions of this Agreement.

This Agreement shall be superior to any mortgages, liens or other rights of third persons. Any mortgages or liens or encumbrances on the Property created contemporaneously or after the effective date of this Agreement shall be subject to and subordinate to the terms of this Agreement.

In the event that this Agreement is not executed by the Developer on or before 5:00 p.m. on the 30th day of May, this Agreement shall be null and void and of no further force and effect and any development permissions granted pursuant hereto shall no longer be valid.

7. Duration of Agreement. This Agreement shall terminate upon the earlier of the following dates: (i) the date on which construction of the Project is complete and issuance of a valid Certificate of Occupancy for the Project; or (ii) ten (10) years from the Effective Date. This time period may be extended by mutual agreement of the parties. The recordation of a valid Certificate of Occupancy by any party hereto or their successor in interest shall be conclusive evidence of the termination of this Agreement.

8. Third Party Rights. The parties represent, to their respective best knowledge, that nothing herein is barred or prohibited by any other contractual agreement to which it is a party, or by any Statute or rule of any governmental agency, or any third party's rights or by the rights of contract vendees, lien holders, mortgage holders or any other party with a direct or contingent interest in the Property, whether legal or equitable.

It shall be an absolute condition precedent to any obligation of the City under the terms of this Agreement that any current mortgage holder consent to and subordinate its mortgage interest to the terms of this Agreement.

If the Developer has title to the Property prior to the execution of this Agreement, the Developer shall submit a title opinion by a title company or attorney at law certifying in writing as of the date of approval of this Agreement by the City Commission of the City of Madeira Beach as to the status of title of such lands including all lien holders, mortgagees or any other encumbrances. The City will rely on such certification. If any lienholder or mortgagee is shown by the title opinion, a satisfaction or subordination shall be received by the City of Madeira Beach prior to the time the City executes this Agreement although the approval of the execution of this Agreement may be made by the City Commission contingent upon the receipt of such consent and subordination.

Any lienholder or mortgagee shall have the right to perform any term, covenant or condition and to remedy any default hereunder, and City shall accept such performance with the same force and effect as if furnished by Developer.

9. Law and Ordinance Compliance. The ordinances, policies and procedures of the City concerning development of the Property that are in existence as of the approval of this Agreement shall govern the development of the Project, and the same shall be in compliance with the applicable regulations of County, State and Federal agencies. No subsequently adopted ordinances, policies, or procedures shall apply to the Project except in accordance with the provisions of Section 163.3233(2), Florida Statutes (2012). Notwithstanding the foregoing, the City shall have the absolute discretion to amend and/or adopt life safety codes such as but not limited to fire codes, that may conflict with the provisions herein or may impose additional burdens on the Developer as is otherwise authorized by State Statutes or the regulations of governmental administrative agencies, provided that such life safety codes retroactively apply to all development similar to the Project in the City. The parties agree that such codes may be adopted without any special notice to the Developer and that the Developer shall not be entitled to any special hearing relative to the adoption of such codes. Failure of this Agreement to address a particular permit, condition, term, restriction, or to require a development permission shall not relieve the Developer of the necessity of complying with the law governing said permitting requirements, conditions, terms or restrictions in any matter or thing required under existing Ordinances of the City or regulations of any other governmental agency, or any other entity having legal authority over the Property. Except as provided in this Agreement, all applicable impact fees, development review fees, building permit fees and all other fees of any type or kind shall be paid by Developer in accordance with their terms and in such amount applicable as they become due and payable.

10. No Estoppel. The parties agree that prior to the approval of this Agreement by the City Commission, the City's interest in entering into this Agreement, the studies, surveys, environmental studies, consultant plans or investigations, the expenditure of substantial funds, the staff approval or recommendation relative to the proposed development and any

other act in furtherance of this Agreement, shall not be used by the Developer or its successors in title in any way whatsoever as committing the City legally through a theory of equitable estoppel, action in reliance, or any other legal theory as to the approval of such proposed development in the event that this Agreement is not approved by the City Commission or for any other reason does not take effect in all material respects.

The parties further agree that any and all action by the Developer or its representatives in negotiation of this Agreement, including all acts or expenditures in the implementation of this Agreement or submittals to other governmental bodies shall in no way be deemed to be an action in reliance giving rise to an equitable estoppel.

11. No Partnership or Joint Venture. The City and Developer agree that the matters contained in this Agreement shall under no circumstances constitute a joint venture, partnership or agency between them. No third party shall be deemed to have any beneficial interest in this Agreement or any expectation of benefit or property rights or any other rights of any kind arising from this Agreement.

12. Final Site Plan. In order to avoid any adverse impacts from the development of the Property on the abutting property owners and on the residents of the City of Madeira Beach, the parties agree that the Property will be developed in substantial conformance with the Final Site Plan as such Final Site Plan may be modified by the requirements of other state and county governmental agencies having jurisdiction over the development of the Property. The appearance and use of the Property after development are the reasons that the City Commission exercised its legislative authority and entered into this Agreement. Except as may be authorized by the parties hereto, any material deviation from the commitments made by the parties herein shall be considered material defaults in this Agreement. The City of Madeira Beach shall not consent to any modification unless it deems that such is in the best interest of the public and in its discretion in reaching such decision it shall be deemed to be acting in a legislative capacity and within its sole and absolute discretion taking into account the public health, safety and welfare. The following specific requirements shall also be met:

- a. The Property shall be developed and landscaped in accordance with the Final Site Plan. A detailed landscape plan is provided with the Final Site Plan and will be specifically adhered to. The landscaping within the Property shall be maintained by the Developer. The purpose of landscaping and the continued development and care of the landscaping on the Property is, in part, for the benefit of the abutting property owners and to screen light, noise and other possible negative aspects of the development. Such landscaping shall be provided prior to a certificate of occupancy being issued and will be maintained in good and healthy conditions at all times by the Developer.

There shall not be any material deviation from the provisions of the Final Site Plan unless such is approved by the City Commission of the City of Madeira Beach at a public hearing conducted for such purpose and this Agreement is

modified in writing by the parties thereto for the purpose of agreeing to such deviation.

- b. The Property shall be developed substantially in accordance with the Final Site Plan.
- c. All outdoor lighting on the Property shall be directed downward so as not to be disruptive to the residential neighborhoods abutting the Property and shall be oriented and shielded so that no light is cast directly on abutting property. Light cast onto abutting properties by reflection or otherwise shall be limited to an intensity that is substantially in conformance with the lighting conditions in residential neighborhoods in the City of Madeira Beach. At no time shall the Developer allow a nuisance condition to exist on the Property.
- d. Dumpster and trash pickup will be contained within the Property and fully screened from adjacent residential properties.
- e. Ingress and egress to the Property shall be as shown on the Final Site Plan.
- f. Building heights, architectural style and location will be as shown on the Final Site Plan. The architectural style reflected as an attachment to or being part of the Final Site Plan shall be complied with in all material respects during the development of the Project.
- g. This Agreement and the Final Site Plan attached hereto specify certain minimum setbacks, building heights, sign sizes and similar dimensional requirements and agreements. No changes may be made in these agreed upon dimensional requirements or in any matter that is reflected on the Final Site Plan or addressed specifically in this Agreement through any appeal process to the Special Magistrate for a variance, special exception or other process which would serve to vary or change the terms of this Development Agreement and the Final Site Plan attached hereto. The only change which may be requested by the parties is for an amendment to this Agreement which revised amendment is legislatively considered by the City Commission and agreed to by the City Commission, set forth in writing as an amendment to this Agreement and executed by the parties hereto or their successors or assigns. The Developer, and its successors and assigns specifically waive and relinquish any right to change the terms of this Agreement through any administrative or legal process, including a decision by a court of competent jurisdiction, unless agreed to by the parties.

13. Public Infrastructure. The Developer or its successor in title, as appropriate, at its sole cost, shall design, construct and maintain, until acceptance by the City and conveyance by recordable instrument or bill of sale, as appropriate, to the City, all public infrastructure facilities and lands necessary to serve the Project which are shown on the Final Site Plan, provided that said public infrastructure facilities have received construction plan

approval and that all applicable review procedures have been complied with fully, inspected and accepted by the City. Public infrastructure facilities shall include those facilities to be located in rights-of-way or easement areas conveyed to the City, as shown on the approved engineering construction drawings and shall include, but not be limited to the following:

- a. Pedestrian ways, sidewalks, and crosswalks located on the Property, as shown on the Final Site Plan.
- b. Sewer collection systems, located on the Property, including any necessary pumping facilities providing for transmission of sewage flows generated by the Project.
- c. Water distribution system located on the Property including fire protection facilities and reclaimed water facilities as may be necessary to serve the Project.
- d. Stormwater drainage systems serving public facilities located on the Property, serving to conduct, transmit, channel or otherwise provide for stormwater flow from, through and to adjoining lands according to the natural site topography including retention/detention ponds or any other stormwater facilities required by the City of Madeira Beach or any other governmental agency with jurisdiction concerning such facilities. Any required easements or other rights of access to insure the continued maintenance and working condition of said retention/detention ponds shall be granted to City by the Developer or to Developer by City, as may be applicable.
- e. Street signage and pavement striping.
- f. Utility easements or rights-of-way.
- g. Other facilities deemed necessary for public use, including but not limited to off-site road and drainage facilities as identified in the site plan review process, building permit issuance process, engineering review, fire department review, or any other review process of the City or other governmental agency with jurisdiction over such development.

Public infrastructure facilities, as shown on the Final Site Plan, shall be complete, and approved for acceptance by the City prior to the issuance of any certificate of occupancy on the Property, or the Developer shall provide the appropriate letter of credit in a form satisfactory to the City Attorney, drawable on or through a local Pinellas County bank. Said letter of credit shall be deposited with the City to guarantee the completion of public infrastructure facilities prior to the time that certificates of occupancy are issued on the Property and public access and facilities to serve the proposed structures are available in accordance with City regulations.

14. Public Facilities. The City shall cause to be provided to the boundary of the Property the following available City owned and operated facilities, to wit: infrastructure and services for fire protection, potable water and sanitary sewer to meet domestic and fire flow levels of service as required for the Project by City and other applicable regulations.

15. Permits. Development permits, which may need to be approved and issued, include, but are not limited to the following:

- a. City of Madeira Beach building permits.
- b. Southwest Florida Water Management District surface water management permit.
- c. City of Madeira Beach Engineering construction permit.
- d. Florida Department of Environmental Protection NPDES permit.
- e. Florida Department of Health drinking water permit.
- f. Florida Department of Environmental Protection wastewater collection permit.
- g. All other approvals or permits as required by existing governmental regulations as they now exist.

Except as set forth in this Agreement, all development permits required to be obtained by the Developer for the Project will be obtained at the sole cost of the Developer and in the event that any required development permissions issued by entities other than the City are not received, no further development of the Property shall be allowed until such time as the City and the Developer have reviewed the matter and determined whether to modify or terminate this Agreement.

16. City Impact Fee Credits.

- a. Project. The City has computed and will grant certain impact fee credits for the Project to the Developer consistent with City ordinances and reflecting previous uses on the Property, which entitle the Developer to transportation impact fee credits. The impact fee credits to be granted to Developer are in the amount of thirteen thousand six hundred fifty dollars and No/100 (\$13,650.00).

17. Recycling. The Developer and its successors-in-title will cooperate with City to encourage and promote recycling activities within the Project and such commitment will be reflected in a covenant running with the Project lands.

18. Annual Review. The City of Madeira Beach the City shall review the Project once every twelve (12) calendar months from the Effective Date.

19. Recordation. Not later than fourteen (14) days after the execution of this Agreement, the City shall record this Agreement with the Clerk of the Circuit Court in Pinellas County, Florida, and a copy of the recorded Agreement shall be submitted to the Florida Department of Economic Opportunity within fourteen (14) days after the Agreement is recorded. The burdens of this Agreement shall be binding upon, and the benefits of the Agreement shall inure to, all successors and assigns in interest to the parties to this Agreement.

20. Agreement as Covenant. This Agreement shall constitute a covenant running with the Property for the duration hereof and shall be binding upon the Developer and upon all persons deriving title by, through or under said Developer and upon its successors and assigns in title. The agreements contained herein shall benefit and limit all present and future owners of the Property, and the City for the term hereof.

21. Legislative Act. This Agreement is agreed to be an legislative act of the City in furtherance of its powers to regulate land use and development within its boundaries and, as such, shall be superior to the rights of existing mortgagees, lien holders or other persons with a legal or equitable interest in the Property and this Agreement and the obligations and responsibilities arising hereunder as to the Developer shall be superior to the rights of said mortgagees or lien holders and shall not be subject to foreclosure under the terms of mortgages or liens entered into or recorded prior to the execution and recordation of this Agreement. The execution of this Agreement or the consent to this Agreement by any existing mortgage holder, lien holder or other persons having an encumbrance on the Property shall be deemed to be in agreement with the matters set forth in this paragraph.

22. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties and no modification hereof shall be made except by written agreement executed with the same formality as this Agreement. The parties agree that there are no outstanding agreements of any kind other than are reflected herein and, except as is otherwise specifically provided herein, for the term of the Agreement the Property shall be subject to the laws, ordinances and regulations of the City of Madeira Beach as they exist as of the date of this Agreement. Any reference in this Agreement to "Developer" contemplates and includes the fee simple title owners of record of the Property their heirs, assigns or successors in title and interest. Any oral agreements, agreements created by written correspondence or any other matter previously discussed or agreed upon between the parties are merged herein.

23. Enforcement. The parties agree that either party may seek legal and equitable remedies for the enforcement of this Agreement, provided however that neither the City nor the Developer may seek or be entitled to any monetary damages from each other as a result of any breach or default of this Agreement. In any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its costs and attorneys fees at mediation, trial and through any appellate proceedings.

Except as provided above, the parties agree that any legislative and quasi-judicial decisions, if any are required, by the City regarding the appropriate land use or other development regulations impacting the Property shall, in no event or under any conditions, give rise to a claim for monetary damages or attorney fees against the City and any claim for such damages or fees by the Developer or its successors or assigns are specifically waived.

24. Execution. The Developer represents and warrants that this Agreement has been executed by all persons having equitable title in the subject Property.

The City represents that the officials executing this Agreement on behalf of the City have the legal authority to do so, that this Agreement has been approved in accordance with the ordinances and Charter of the City and applicable State law, that appropriate approval of this Agreement has been received in a public hearing and that the City Commission of the City of Madeira Beach has authorized the execution of this Agreement by the appropriate City officials.

25. Severability. In the event that any of the covenants, agreements, terms, or provisions contained in this Agreement shall be found invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the validity of the remaining covenants, agreements, terms, or provisions contained herein shall be in no way affected, prejudiced, or disturbed thereby.

26. Estoppel Certificates. Within twenty (20) days after request in writing by either party or any lender, the other party will furnish a written statement in form and substance reasonably acceptable to the requesting party, duly acknowledging the fact that (a) this Development Agreement is in full force and effect, (b) there are no uncured defaults hereunder by City or Developer, if that be the case, and (c) additional information concerning such other matters as reasonably requested. In the event that either party shall fail to deliver such estoppel certificate within such twenty (20) day period, the requesting party shall forward such request directly to the City Manager and the City Attorney or to the Developer with copies to the Developer's general counsel by certified mail, return receipt requested or by Federal Express or other delivery service in which delivery must be signed for. In the case where the Developer is the requesting party, the Developer may in its sole discretion but without obligation, appear at a public meeting and request the estoppel certificate to insure that the City Manager and staff are aware of the request and the Developer may rely on the statement of the City Manager at such public meeting or may request that the City Manager be directed by the City Commission to respond to the estoppel certificate request in a timely manner.

27. Venue. Venue for the enforcement of this Agreement shall be exclusively in Pinellas County, Florida.

28. Default. Upon default or breach of any substantive portion of this Agreement by any party, the non-defaulting party shall provide written notice via overnight, traceable delivery service of the default and opportunity to cure within sixty (60) days to the defaulting

party. Upon the failure of the Developer to cure such defaults, the City shall provide notice via overnight traceable delivery service to Developer of its intent to terminate this Agreement on a date not less than sixty (60) days from the date of such notice and upon the expiration of such period, the City, unless ordered otherwise by a court of competent jurisdiction, may revoke the then existing development permits issued by it and the Developer shall have no claim for damages against the City arising from such revocation. Alternatively, the City may proceed in court to obtain any legal or equitable remedies available to it to enforce the terms of this Agreement. In the event of any default or breach of any substantive portion of this Agreement by the City, the Developer may: (i) give written notice via overnight traceable delivery service to the City of said default with an opportunity to cure within sixty (60) days of receipt of such notice. In the event City fails to cure within said time period, the Developer may thereafter proceed in a court of competent jurisdiction to institute proceedings for specific performance or to obtain any other legal or equitable remedy to cure the default of this Agreement by the City. In any litigation arising hereunder, the prevailing party shall be entitled to recover its costs and attorneys fees at mediation, trial and through any appellate proceedings.

29. Notices. All notices and other communications required or permitted to be given hereunder shall be in writing and shall be mailed by certified or registered mail, postage prepaid or by Federal Express, Air Borne Express or similar overnight delivery services, addressed as follows:

To the Developer:
Gulfwaters Land Development, LLC
13336 N. Central Avenue
Tampa, FL 33612
Attention: David Bekhor, Manager

To the City:
City of Madeira Beach
300 Municipal Drive
Madeira Beach, FL 34698
Attention: Shane Crawford,
City Manager

with copies to:

John M. Brunson, Esquire
4250 Central Avenue
St. Petersburg, FL 33711

Thomas J. Trask, Esquire
City Attorney
Frazer, Hubbard, Brandt, Trask,
Yacavone, Metz & Daigneault, LLP
595 Main Street
Dunedin, FL 34698

Notice shall be deemed to have given upon receipt or refusal.

30. Binding Effect. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors and assigns in interest to the parties of this Agreement.

31. Third Party Beneficiaries. There are no third party beneficiaries to this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and their respective seals affixed as of this day of April 16, 2013.

CITY OF MADEIRA BEACH

Heather L. Lucas
Witness

By: Travis Palladeno
Travis Palladeno, Mayor

Cheryl Rodde
Witness

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 16 day of April, 2013 by Travis Palladeno, Mayor of the City of Madeira Beach, who ☒ is personally known to me or who produced _____ as identification.

Heather L. Lucas
NOTARY PUBLIC, STATE OF FLORIDA



Shane Crawford
Shane Crawford, City Manager

Aimee Servedio
Aimee Servedio, City Clerk Pro Tem

APPROVED AS TO FORM:

Thomas J. Trask
Thomas J. Trask, Esquire, City Attorney

GULFWATERS LAND DEVELOPMENT, LLC

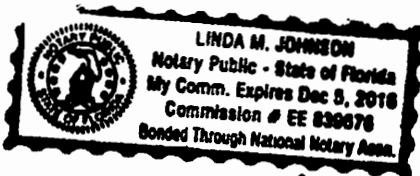
Witness -

Linda M. Johnson

Witness

STATE OF FLORIDA
COUNTY OF PINELLAS

BEFORE ME, the undersigned authority, personally appeared David Bekhor, Manager of GULFWATERS LAND DEVELOPMENT, LLC who ☒ is personally known to me or who produced _____ as identification and, being first duly sworn, acknowledges that he has read the foregoing and that the same is true and correct, and that he is duly authorized to execute this Agreement on behalf of GULFWATERS LAND DEVELOPMENT this 16 day of August, 2013.



Linda M. Johnson
NOTARY PUBLIC, STATE OF FLORIDA

ANCHORAGE BAY, LLC

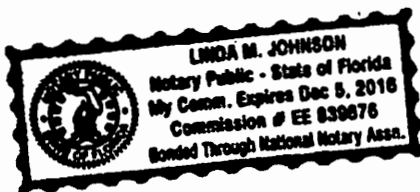
Witness

Linda M. Johnson

Witness

STATE OF FLORIDA
COUNTY OF PINELLAS

BEFORE ME, the undersigned authority, personally appeared David Bekhor, Manager of ANCHORAGE BAY, LLC who ☒ is personally known to me or who produced _____ as identification and, being first duly sworn, acknowledges that he has read the foregoing and that the same is true and correct, and that he is duly authorized to execute this Agreement on behalf of ANCHORAGE BAY, LLC this 16 day of August, 2013.



Linda M. Johnson
NOTARY PUBLIC, STATE OF FLORIDA

EXHIBIT "A"

LOT A, BLOCK A, SECOND ADDN. TO GULF SHORES, AS RECORDED IN PLAT BOOK 21, PAGE(S) 23-24, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, LESS THE SOUTHEASTERLY 63.66' TOGETHER WITH LAND, IF ANY THERE BE, LYING BETWEEN THE SIDELINE OF LOT A, (LESS THE SOUTHEAST 63 2/3 FEET THEREOF WHICH IS ADJACENT TO AND PARALLEL WITH THE NORTHWESTERLY LINE OF LOT 25, BLOCK "A") BLOCK "A", SECOND ADDN TO GULF SHORES, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 21, PAGES 23 AND 24, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, AS EXTENDED TO THE MEAN HIGH WATER LINE OF THE GULF OF MEXICO AS IT MAY EXIST FROM TIME TO TIME. AS RECORDED IN THE QUITCLAIM DEED, OFFICIAL RECORDS BOOK 14144, PAGE(S) 2327, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

SPR 2013-01: GULF GRILL ON MADEIRA BEACH

Site Plan Review: Gulf Grill on Madeira Beach
14080 Gulf Boulevard
Madeira Beach, FL 33708

Property Owner: Anchorage Bay, LLC
13336 North Central Avenue
Tampa, FL 33612

Developer: Gulfwaters Land Development, LLC
13336 North Central Avenue
Tampa, FL 33612

Request: Site Plan Review for a 6,923.6 sq. ft. beach front restaurant

Location: 14080 Gulf Boulevard

Zoning: R-3, Medium Density Multifamily Residential

Adjacent Property Uses: North: Arena de Madeira (a residential condominium)
South: Kitty Stuart Park (City Park)
East: Gulf Boulevard / Varied Commercial Uses
West: Public Beach / Gulf of Mexico

Site Area: Approximately 14,059 sq. ft. / 0.32 acres MOL

Flood Zone: VE, Elevations 13 and 14, and AE, Elevation 13. Community Panel No. 125127-0191-G. Revised Map Dated September 3, 2003.

Site Legal: Lot A, Block A, Second Addition to Gulf Shores, as recorded in Plat Book 21, page(s) 23-24, Public Records of Pinellas County, Florida, less the southeasterly 63.66 feet together with land, if any there be, lying between the sideline of Lot A (less the southeast 63 2/3 feet thereof which is adjacent to and parallel with the northwesterly line of Lot 25, Block "A"), Block "A", second addition to Gulf Shores, according to the plat thereof recorded in Plat Book 21, pages 23 and 24, Public Records of Pinellas County, Florida, as extended to the mean high water line of the Gulf of Mexico as it may exist from time to time. As recorded in the Quitclaim Deed, Official Records Book 14144, Page(s) 2327, Public Records of Pinellas County, FL. Parcel I.D. #10-31-15-34344-001-0010

Description: Applicant is seeking to develop subject property as a 6,923.6 square foot restaurant. The Planning Commission is scheduled to hold its review and the first public hearing on this proposed development agreement on March 11, 2013 at 7:00 p.m. The Board of Commissioners is scheduled to hold its review and the second public hearing on this development agreement on April 9, 2012 at 6:00 p.m.

Professional civil plan review services have been provided by the following consultant on behalf of the City of Madeira Beach:

Albert Carrier, PE, PSM
Principal Engineer
Deuel & Associates
Clearwater, Florida

Site Information: The following site data table comes from the reviewed site plan and provides an encapsulated overview of the proposed project.

Site Data Table

	Existing Conditions	R-3 Regulations Allowed/Required	R-3 Regulations Proposed
Zoning	R-3 Medium Density Multifamily Residential	R-3 Medium Density Multifamily Residential	R-3 Medium Density Multifamily Residential
Future Land Use	RFM Resort Facilities Medium	RFM Resort Facilities Medium	RFM Resort Facilities Medium
Usage	Vacant Property	Restaurant (Permitted Use)	Restaurant (6,923.6 square feet area)
Lot Area	14,059 sq. ft. 0.32 acres	14,059 sq. ft. 0.32 acres	14,059 sq. ft. 0.32 acres
Lot Width	117.16 ft. (Existing)	40.0 ft. (Minimum Required)	117.16 ft. (Provided)
Lot Depth	120.0 ft. (Existing)	80.0 ft. (Minimum Required)	120.0 ft. (Provided)
Building Coverage (sq. ft. & % of gross site)	Vacant	7,732.45 sq. ft. 55.0 % (Maximum)	6,703.3 sq. ft. 47.7 %
Gross Floor Area (Sq. ft.) FAR (Floor Area Ratio)	Vacant	7,732.45 sq. ft. 0.55% FAR (Maximum)	6,923.6 sq. ft. 49.2% FAR
Setbacks:			
Front (Gulf Blvd side)	25 ft.	25 ft.	25.0 ft.
Side (southeast)	38.66 ft. total / (10 ft. minimum)	38.66 ft. total / (10 ft. minimum)	19.33 ft.
Side (northwest)	38.66 ft. total / (10 ft. minimum)	38.66 ft. total / (10 ft. minimum)	19.33 ft.
Total side combined	38.66 ft. total / (10 ft. minimum)	38.66 ft. total / (10 ft. minimum)	38.66 ft. total (10 ft. minimum)
Rear (beach side)	Setback shall be landward of the CCCL	Setback shall be landward of the CCCL	12.42 ft. landward of the CCCL
Building Height	Vacant (40 ft./3 stories - BFE)	40 ft. or 3 stories above BFE As required by Code	32.83 ft. above BFE (Allowed)
Vehicular Use Area (V.U.A.)	Vacant (Not Applicable)	Not Applicable (Dependent Upon Site)	7,242.8 sq. ft. 51.5 %
Impervious Surface Area (ISR)	0 sq. ft. 0.00 ISR	9,841.3 sq. ft. 0.70 ISR	9,120.0 sq. ft. 64.9 % ISR
Open Space	14,059 sq. ft. 100%	4,217.7 sq. ft. 30 %	7,355.7 sq. ft. 52.3 %
Parking Lot Interior Landscape (10% of site + required buffers)	Vacant (Not Applicable)	1,405.9 sq. ft. + required buffers for vehicular use area	3,141.1 sq. ft. 22.3 %
Parking	Vacant 0 spaces required	Restaurant = 1 space/4 seats As required by Code	217 seats = 54 spaces Site Plan provisions
Parking Calculations/Notes: 162 seats in restaurant @ 1 space/4 seats = 40.50 spaces 55 seats in Tiki and Deck area @ 1 space/4 seats = 13.75 spaces 54.25 spaces required (54 spaces per Code) <ul style="list-style-type: none"> Allowable compact spaces = 20% (54 x 20%) = 11 compact spaces allowed (One compact space provided on site.) Total number of parking spaces on site = 22 parking spaces (21 regular spaces and 1 compact space). Total number of approved off-site or shared parking spaces to be provided = 14 (off-site parking lot at 14101 Gulf Boulevard – subject to review and approval through the process outlined in Section 110-955 of the City Code.) Bicycle Parking Credit = 3 space credit (providing 6 bicycle spaces/ maximum credit = 3 spaces) Minimum number of parking spaces required = 54 Minimum number of parking spaces to be provided = 39 parking spaces (22 on-site, 3 bicycle credits, 14 off-site) Total parking space variance requested = 15			

Conditions of Approval:

1. Approval of the related development agreement pertaining to the site development of the subject property as described and depicted in the approved site plan (SPR-2013-01).
2. Where necessary to accommodate proposed development, the applicant shall be responsible for the removal and/or relocation of any and all existing public utilities located on the subject site, including the granting of easements located outside of the building footprint as may be required. This is regardless of whether the public utilities are known at the time of site plan approval or discovered subsequent to such approval. Any required relocation will be subject to approval from the City's Community Services Department.
3. All construction associated with this project shall be subject to the current requirements of the Florida Building Code, Madeira Beach's land development regulations, the Florida Fire Prevention Code, all other technical codes adopted by the City of Madeira Beach, and FEMA. This shall include provisions to meet the turtle lighting requirements.
4. All on-site construction activities related to erosion control shall be applied as required by the Florida Building Code and the Madeira Beach Code of Ordinances.
5. Proof of SWFWMD Environmental Resource permit approval or exemption of the drainage requirements is required prior to the Certificate of Occupancy being issued.
6. Proof of FDOT Access/Driveway permit approval for the ingress and egress to Gulf Boulevard is required prior to the Certificate of Occupancy being issued.
7. Proof of FDOT Drainage Connection permits required prior to the Certificate of Occupancy being issued.
8. If possible, final location of the FDOT Gulf Boulevard crosswalk shown on the site plan shall be identified.
9. The motorcycle parking area shall not interfere with the ingress/egress access points for the Tiki and Deck area noted on the site plan. The standard motorcycle parking space allocation of 4 feet by 8 feet shall be utilized.
10. Final approval of all off-site and/or shared parking by Administration as stipulated by Sections 110-955 and 110-956 of the City Code. Such site plan shall be subject to review by the City's consulting engineer to ensure proper traffic circulation and adequate parking spaces. Such off-site and/or shared parking may be allowed full or part time as stacked valet parking, but must be so noted on the submitted off-site and/or shared parking site plan. As per the site plan, a total of 21 off-site and/or shared parking spaces are to be provided. Such approval is required prior to building permits being issued.
11. Final approval of the City's consulting engineer of the civil and utility site and construction plans prior to building permits being issued.
12. Final approval of the Community Services Director of the plans for solid waste collection prior to building permits being issued.
13. Final approval of the Fire Chief of the site plan as it relates to fire code issues prior to building permits being issued.
14. The dedication of a five (5) foot easement to the City of Madeira Beach for the expansion of additional City metered parking at Kitty Stuart Park by the developer. This action will increase the number of public parking spaces at Kitty Stuart Park to a total of 20 parking spaces. Proof of recordation (at the Developer's expense) of the approved easement is required prior to a Certificate of Occupancy being issued. The developer shall be responsible for the costs associated with the related improvements on City parkland including but not limited to paving and landscaping. The City shall be responsible for the maintenance of Kitty Stuart Park.

15. Final approval of the Community Development Department and the City's consulting civil engineer for the site's compliance with the approved site plan and civil plan prior to the Certificate of Occupancy being issued.
16. The restroom facilities proposed by the Developer of the Gulf Grill on Madeira Beach, which are noted on the Kitty Stuart Park parking lot portion of the site plan, shall be at the expense of said developer. Please note that such restrooms are located within a VE (Velocity) flood zone and must meet FEMA, Pinellas County Contractors' License Board (PCCLB), and the Florida Building Code requirements for such construction. Based on the City's consulting engineer's research, it is likely that FEMA will require the elevation of the restroom facilities to meet velocity zone construction requirements relating to elevation, will mandate construction methodologies such as breakaway wall, and will require provisions for ADA access. Consideration should be given to the possibility of installing a portable bathroom facility that connects to the water and sanitary sewer infrastructure and which can quickly be disconnected from this infrastructure and relocated to a safe location in the event of a pending storm. If such a portable facility is utilized, then the design and appearance of such bathroom facility shall meet the approval of the City. Such a portable facility would be subject to FEMA, PCCLB, and Florida Building Code approval. The developer shall have the option of locating the restrooms on the restaurant site, subject to the recording of an ingress/egress easement for the public use of restrooms, or pay the City the sum of \$_____. The City shall provide the maintenance of the restrooms located in Kitty Stuart Park. If the restrooms are located on the restaurant site, the Developer will provide the maintenance. [*Please note: The City and the Developer are finalizing language relating to the restroom facility. Essentially, the Developer will provide the restroom facility unless otherwise disallowed by FEMA. In such instance, the Developer will increase the restroom facility inside the restaurant. REVISED LANGUAGE COMING.]
17. If required following the Planning Commission public hearing, the Developer shall provide to the City revised plans in response to any additional adjustments to the site plan and its conditions of approval. Such required revisions shall be provided to the Community Development Department no later than March 29, 2013.
18. The proposed restaurant use shall be in compliance with the R-3 zoning district regulations that pertain to restaurant use as defined in Sections 110-527 and 110-530 as shown below. In addition, in order to sell beer, wine, and/or liquor for consumption on premises, there is a specific review process by the Board of Commissioners that is required by Code. It requires a specific application, proper posting of the property, notification to all owners of property within 300 feet of the subject site, a public hearing, review and approval by the Board of Commissioners. These provisions are located in Chapter 110, Article VI, Division 6 (Alcoholic Beverages) of the City Code (Section 110-526 through Section 110-540). The following City Code provisions pertain to restaurants and the allowance of alcoholic beverages at restaurants within R-3 zoning district districts:

Sec. 110-527. - Classifications.

(d) *Restaurants. A restaurant is an establishment where beer, or beer and wine, or beer, wine and liquor are sold for consumption on the premises, or for consumption on the premises and package sales, in connection with a restaurant business wherein the combined gross sales of the business operation are more than 60 percent attributable to the sale of food and nonalcoholic items.*

Sec. 110-530. - Alcoholic beverage districts, restrictions and distance requirements.

(b) *R-3 districts. Only restaurant establishments as defined in section 110-527 shall be allowed in any district zoned R-3 within the city.*

19. Regarding the abutting Kitty Stuart Park, please note that this is a metered parking lot developed for public use. As such, the parking at Kitty Stuart Park is and shall remain public parking that is available on a first come first served basis. Patrons of the Gulf Grill restaurant may park at Kitty Stuart Park in the same manner as anyone else. However, Kitty Stuart parking spaces may not be otherwise utilized by the restaurant including but not limited to parking reserved or held for the restaurant's use, valet parking, or shared/off-site parking allocated to the restaurant. The park and parking lot hours for Kitty Stuart Park will

be from 6 a.m. to 10 p.m. as stipulated by City Code and subject to the following regulations unless otherwise altered by City Code provisions:

Sec. 66-72. - Limitations on parking in city parking lots and beach access easements.
Parking of any type motor vehicle is allowed in the city parking lots and beach access easements subject to the following limitations:

- (1) All vehicles must park within the designated metered spaces;
- (2) No part of the vehicle may extend beyond the limits of the marked parking space;
- (3) Backing of vehicles into metered spaces is prohibited;
- (4) Parking is only allowed during the hours of 6:00 a.m. to 12:00 midnight, unless otherwise posted;
- (5) Meters are in effect on all lots during the allowable hours of operation, seven days a week; and
- (6) Parking is prohibited in all areas during the hours of 12:00 midnight to 6:00 a.m. daily, unless otherwise posted.

Sec. 66-77. - Kitty Stuart Park.

The park and parking lot hours for Kitty Stuart Park, at approximately 141st Avenue and Gulf Boulevard, will be from 6 a.m. to 10 p.m. and subject to the regulations listed in section 66-72 with the exception of subsections (4) and (6).

20. The following is the scope of the proposed Kitty Stuart Park construction activities that are to be the responsibility of the Developer:

- a) City will submit drawings prepared by the Developer for F.D.O.T. approval of access construction at the developer's expense and will process permit for resurfacing, curbing and construction of parking lot as approved and of public restrooms and landscape renovation.
- b) Remove all existing curb on south and north property landscape buffers.
- c) Demolish and remove or recondition existing paved surfaces from existing parking lot and entry to edge of Gulf Boulevard road surfaces and replace with concrete.
- d) The design, demolition, construction and all costs of the following scope of work:
 - 1) Demolish existing curbs; remove existing paving and concrete skirt as necessary at entry to Gulf Boulevard.
 - 2) Remove landscaping as required and preserve or relocate on site as possible.
 - 3) Remove existing pavilion and cap existing water line.
 - 4) Construct two (2) new ADA restrooms, compliant with FEMA regulations, as described in the RECITALS. [unless otherwise stipulated as noted in #16]
 - 5) Provide 207 linear feet, plus 4 1/4 inches, of curb per plans.
 - 6) Provide 5,746.44 sq. ft. of 5" concrete or asphalt parking and drive.
 - 7) Provide 5 ft. concrete walkways as shown on approved plan.
 - 8) Provide new landscaping that meets the City's approval and which is distinct and different from the landscaping proposed for the Gulf Grill restaurant.
 - 9) These improvements to Kitty Stuart Park shall be completed to the satisfaction of the City prior to a Certificate of Occupancy being granted to the Gulf Grill restaurant.

21. In addition, the Developer is responsible for the construction costs of the proposed dune walkover to be built adjacent to Kitty Stuart Park and the Gulf Grill.
22. All of the items to be built by the Developer on the Kitty Stuart Park, including the landscaping, restrooms, and parking spaces, will be maintained by the City of Madeira Beach once the initial construction is complete.

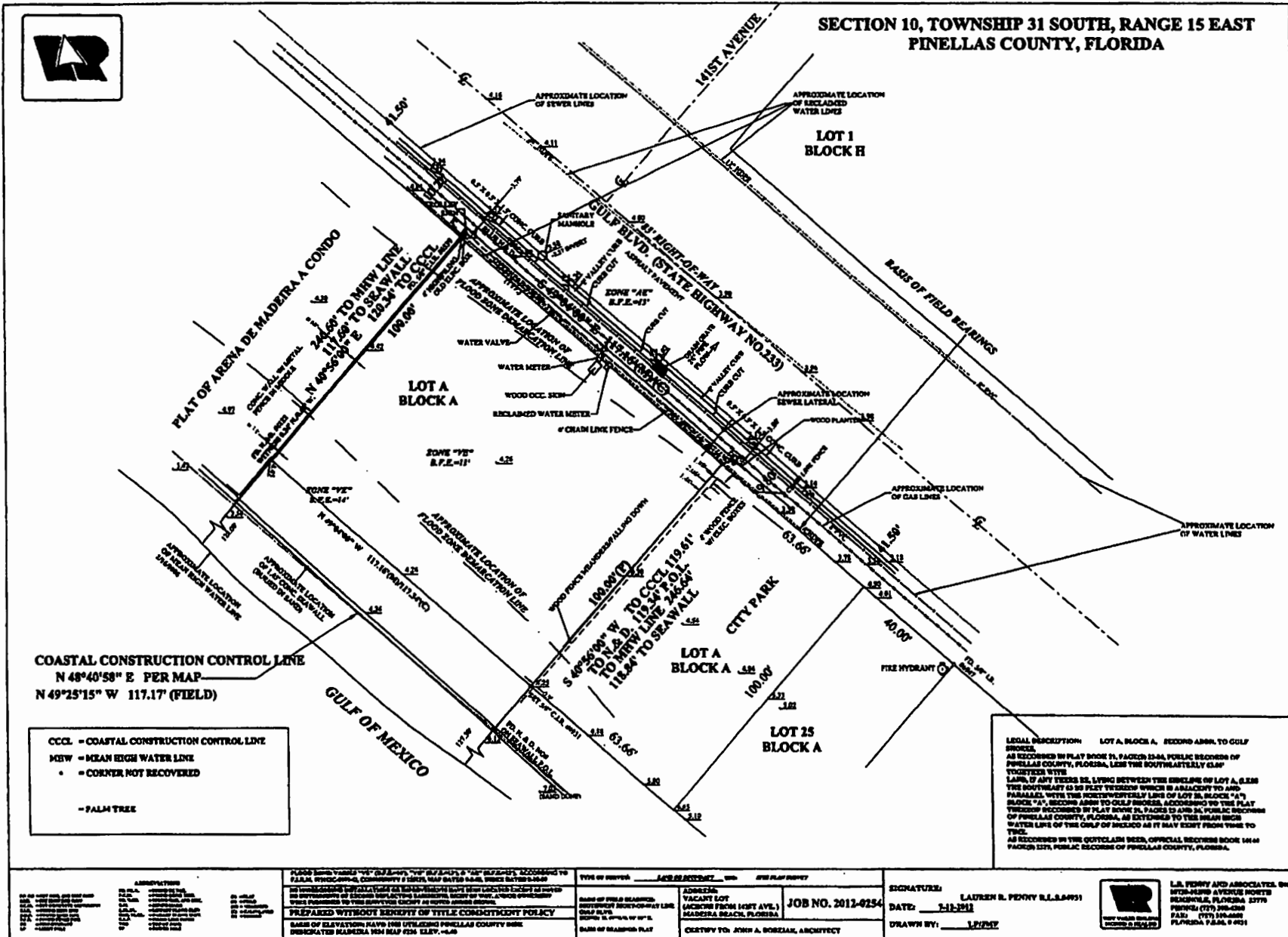
Reviewed by: Lynn Rosetti, AICP, Community Development Director

Approved



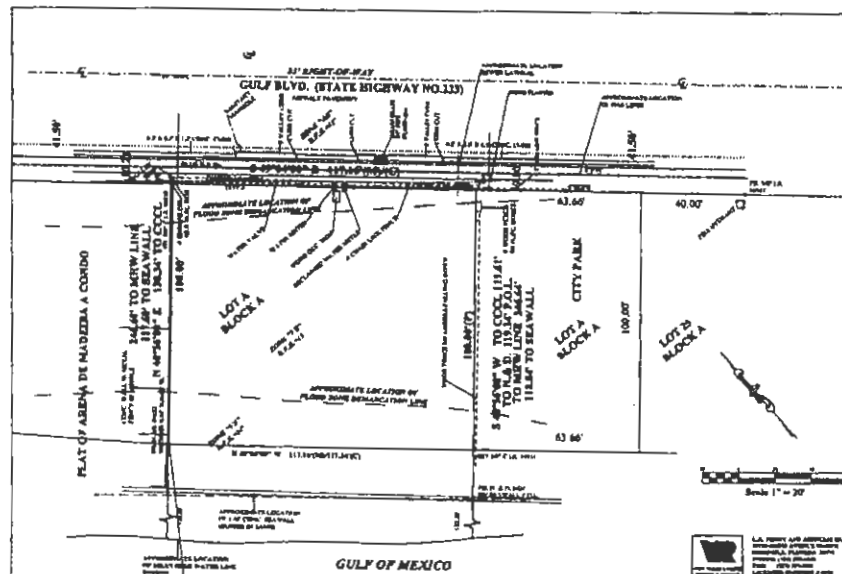
Date

3/8/2013





Gulf Grill on Madeira Beach



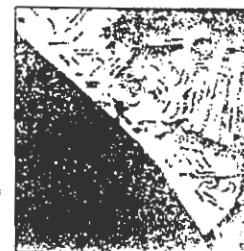
SITE DATA

SECTION 10, TOWNSHIP 31, SOUTH, RANGE 15, EAST

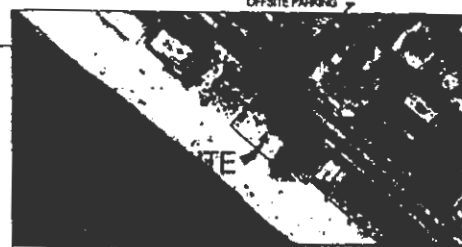
FLOOD ZONE: VARIES "VE" (B.F.E. = 14'), "VE" (B.F.E. = 13'), & "AE" (B.F.E. = 13').
 ACCORDING TO F.L.R.M. #125127-0191-G DATED: 9-3-00

LEGAL DESCRIPTION

LOT A, BLOCK A, SECOND ADDN TO GULF SHORES.
AS RECORDED IN PLAT BOOK 21, PAGE 73-74, PUBLIC RECORDS OF
PINELLAS COUNTY, FLORIDA, LESS THE SOUTHEASTERLY 63.64'
TOGETHER WITH
LAND, IF ANY THERE BE, LYING BETWEEN THE SEIDEN OF LOT A, (LESS
THE SOUTHEAST 43.20 FEET THEREOF WHICH IS ADJACENT TO AND
SHARED WITH THE NORTHEASTERLY LINE OF LOT 25, BLOCK "A")
BLOCK "A", SECOND ADDN TO GULF SHORES, ACCORDING TO THE PLAT
THEREOF RECORDED IN PLAT BOOK 21, PAGES 71-74, PUBLIC RECORDS
OF PINELLAS COUNTY, FLORIDA, AS EXTENDED TO THE MEAN HIGH
WATER LINE OF THE GULF OF MEXICO AS IT MAY EXIST FROM TIME TO
TIME.
AS RECORDED IN THE GUTTLAND DEED, OFFICIAL RECORDS BOOK 14144
PAGE(S) 1337, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.



SITE LOCATION MAP



AERIAL LOCATION MAP

SHEET INDEX

C-0 COVER, INDEX & SURVEY
A-0.0 ARCHITECTURAL SITE PLAN
C-0.0 CIVIL & UTILITY PLAN
L-0.0 SITE IRRIGATION AND LANDSCAPE PLAN

OWNER

ANCHORAGE RAY LLC
13316 N CENTRAL AVENUE
SAFAR, ID 83854-1316

DEVELOPER

GULFWATERS LAND DEVELOPMENT CO.
13336 N CENTRAL AVENUE
TAMPA, FLORIDA 33612

ARCHITECT

JOHN A. BOZZIAN, ARCHTCT. AIA, P.
7519 CENTRAL AVENUE
SAINT PETERSBURG, FLORIDA 33715

CIVIL ENGINEER

MONTECRI & ASSOCIATES P.C.
3852 CHANCELLOR ST NE
SAINT PETERSBURG, FLORIDA 33713

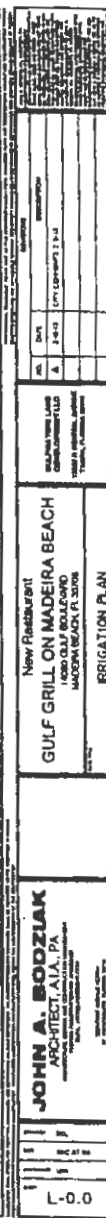
STRUCTURAL DESIGN CRITERIA

[illegible]

JOHN A. MODZIAK
PROJECT A14, 94







**MEMORANDUM**

TO: Hon. Mayor and Board of Commissioners

THROUGH: Robert Daniels, City Manager

FROM: Linda Portal, Community Development Director 

DATE: 1/11/2021

RE: ABP 2021-03 Public Hearing to consider a request by Marcus Winters, on behalf of SFMB Madeira Beach, LLC, for an Alcoholic Beverage Use, associated with a 4COP License, for a Beer, Wine, and Liquor Consumption on Premises, with the stated intent to sell liquor, beer, and wine by drink or in sealed containers for consumption on premises of Caddy's Madeira Beach at 14080 Gulf Blvd, Madeira Beach, FL 33708, only.

Background

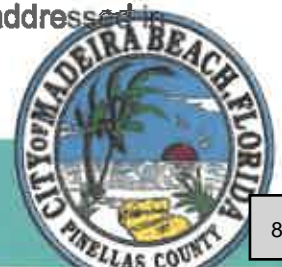
Section 110-534(a) of the Madeira Beach Code of Ordinances requires approval of the Board of Commissioners to establish an alcoholic beverage use, including consideration of all requirements under Section 110-532.

Pursuant to Section 110-539, the Notice of Public Hearing has been properly sent to all property owners within 300 feet of the subject property 15 days prior to the scheduled consideration by the Board of Commission. Such notice has also been posted on the subject property.

Sec. 110-532, requires that when considering the alcoholic beverage application, the Board of Commissioners shall consider the following factors. Staff analysis follows each:

- (1) The extent to which the location and the extent to which the proposed alcoholic beverage request will adversely affect the character of the existing neighborhood.**

Gulf Blvd is a major commercial corridor with various restaurants, bars, and hotels that serve alcohol. Restaurants are a permitted use in the R-3 Medium Density Multifamily Residential Zoning District. Restaurants can serve alcohol in R-3 Zoning with some restrictions. To be classified as a restaurant, Section 110-527 requires the combined gross sales of the business operation must be more than 60 percent attributable to the sale of food and nonalcoholic items. The use of restaurant was addressed in neighborhood meetings and public hearing when discussing the development agreement associated with this use. The restaurant and its inclusion of alcohol use is addressed in



the development agreement, which requires all city code definitions be met including the requirement for this hearing and the approval of the BOC. Concerns over the effect of the alcohol use, center on potential noise, the possible extension of service onto the public beach, associated debris on the beach and parking access after park hours. The site is immediately adjacent to a residential use and music type, timing and volume must be limited to protect that use. The use can be expected to impact parking availability at Tom and Kitty Stewart Park even though the development has added several additional spaces to the parking lot. The access to the spaces in the park and access to the public restrooms from the street will be restricted between 10 p.m. and 6 a.m. The development agreement allowed for an outside bar area. Customers ordering food and drink at the bar and then taking it back to the beach will potentially increase litter on the beach. There is a prohibition of glass containers on the beach and a strong littering code that will apply. Also, the service of food and drink on the beach is prohibited. Delivery services and/or equipment, including tables, and chairs may not be regularly employed by the restaurant and/or individual customers for off-site service. In addition to the service providers being found in conflict with this permit, they should be cited for vending without a license to protect the beach, dunes, protected species, and surrounding properties from negative impacts of unregulated traffic, noise, litter, and environmental threat.

(2) The extent to which traffic generated as a result of the location of the proposed alcoholic beverage request will create congestion or present a safety hazard.

Gulf Boulevard has various restaurants along the corridor that already serve alcohol. Food would be the primary focus of the restaurant, while alcohol would be secondary to and compliment the food. There are various hotels and vacation rental condo buildings within walking distance of the restaurant. There is a signalized pedestrian crosswalk near the restaurant. The restaurant will have bike racks and Gulf Blvd is equipped with bike lanes. This is not a free-standing bar activity and so is not anticipated to create traffic additional to that approved for the restaurant but only to expand the menu.

(3) Whether or not the proposed use is compatible with the location for which it is proposed.

The alcoholic beverage request is compatible with zoning under limited definition and with the development agreement. The R-3 zoning district does allow a limited mix of commercial uses including those that serve food and alcohol. Along the Gulf Blvd corridor other uses that sell packaged alcohol are also allowed. Additionally, the location meets the distance requirements of Section 110-530 of the Land Development Regulations, which restricts establishments that serve alcohol to being no closer than 300 feet from property occupied by an established church, synagogue, temple, or place of religious



worship; public or private school operated for the instruction of minors; or youth recreation (community) center.

(4) Whether or not the proposed use will adversely affect the public safety.

Food and Alcohol sold at this premises are only allowed to be served on-site in the restaurant facility. Food and Alcohol are not allowed to be served on the beach nor are tables or chairs allowed on the beach. These conditions are designed to protect environmental resources and the integrity of the land use and zoning designation upon which surrounding property owners rely for the protection of property value and quality of life. The subject site is along a commercial corridor that includes uses that are compatible with an establishment that serves alcoholic beverages.

(5) No application for review under this section shall be considered until the applicant has paid in full any outstanding charges, fees, interest, fines or penalties owed by the applicant to the city under any section of the Code.

The building is not complete at this time and is required to undergo several more inspections and development activities before the Certificate of Occupancy is Issued. Each inspection will require a fee to be paid at the time, or before the service is provided.

Fiscal Impact

N/A

Recommendation:

Staff recommends approval with the following conditions:

1. Alcohol service is allowed only on site and in conjunction with restaurant and an annual audit will be submitted to the city for review to show 60% of revenue from the restaurant/bar operation is derived from the sale of food.
2. The restaurant and associated activity will be located on existing impervious surface, within the approved site plan area, inside the coastal construction control line, and will not impact the surrounding dunes or beach.
3. Lighting meets ordinance requirements for sea turtle conservation.
4. If the restaurant or bar activity proves to increase activity on the beach at night, the operations will be suspended from dusk until dawn daily during sea turtle nesting season, from April 1st to November 30th of each year.
5. Both on-site and off-site litter resulting from operation of the commercial use of the property must be managed by the restaurant in a manner consistent with city requirements.
6. Structures outside the enclosed building must be approved for FEMA standards, in accordance with the floodplain management ordinance. Portable features



must be site plan approved with emergency management protocol for removal in the event of a flooding event.

7. No amplified sound is allowed between the hours of 8:00 PM and 8:00 AM and all city codes must be respected regarding noise or other nuisance activities.
8. Mobile or off-site vending, to include the delivery of food and beverage to surrounding outdoor areas, is not permitted.
9. No chairs or tables supplied or contracted for supply by the applicant will be placed on the beach.
10. The parking area located east of Gulf Blvd is for parking only. No other activities will be conducted on that portion of the site.
11. All fees and fines associated with the building and development process must be paid as a condition of the issuance of this approval.

Attachment(s):

- Application
- Public Notice
- Mailing List with Pictures of Postings



ABP #: 2020-03**CITY OF MADEIRA BEACH**

PLANNING & ZONING DEPARTMENT
300 MUNICIPAL DRIVE • MADEIRA BEACH, FLORIDA 33708
(727) 391-9951 EXT. 235 • FAX (727) 399-2131
Email: planning@madeirabeachfl.gov

ALCOHOLIC BEVERAGE PERMIT APPLICATIONApplicant's Name: Marcus WintersType of License Requested: LCOPName of Partnership, Corporation, LLC (if applicable): SFMB Madeira Beach LLCMailing Address: 9240 16th St N St Petersburg FL 33716Phone(s): 813 679 5226 Email: marcus@sunpubs.comType of Ownership: ☐ Individual ☐ Partnership ☐ Corporation ☒ LLCName of Business: Caddy's Madeira Beach Business Phone: 813 679 5226Physical Address: 14080 Gulf Blvd, Madeira Beach, FL 33708Parcel #: 10/31/15/34344/001/0010Legal Description: see attached paper too long to fit.Number of Seats: Inside: 117 Outside: 100**Zoning District:**

- ☐ C-1 Tourist Commercial
☐ C-3 Retail Commercial
☒ C-3 Only Restaurant

- ☐ C-2 John's Pass Marine Commercial
☐ C-4 Marine Commercial

Classification:

- ☐ Package store, beer & wine
☐ Package store, beer, wine, liquor
☐ Bar

- ☐ Retail Store, beer, wine
☒ Restaurants
☐ Club ☐ Charter Boats

Number of Parking Spaces: 36 HC Parking Spaces: 2 Bike Racks: 2**Hours of Operation:**

DISCLAIMER: According to Florida Statutes, Chapter 119, it is the policy of this state that all state, county, and municipal records are open for personal inspection and copying by any person. Providing access to public records is a duty of each agency. All documents and information not specified in F.S. 119.071 and 119.0715 are subject to public release request.

M: 8-11F: 8-12Tu: 8-11S: 8-12W: 8-11Su: 8-11Th: 8-12General Description of Business: Full Service Restaurant.

Supporting Materials Required:



Questionnaire: On a separate piece of paper, please answer the following questions:

1. The extent to which the location and the extent to which the proposed alcoholic beverage request will adversely affect the character of the existing neighborhood.
2. The extent to which traffic generated as a result of the location of the proposed alcoholic beverage request will create congestion or present a safety hazard.
3. Whether or not the proposed use is compatible with the particular location for which it is proposed.
4. Whether or not the proposed use will adversely affect the public safety.
5. No application for review under this section shall be considered until the applicant has paid in full any outstanding charges, fees, interest, fines or penalties owned by the applicant to the City under any section of the code.

Affidavit of Applicant:

I understand that this Alcoholic Beverage Permit Application, with its attachments, becomes a permanent record for the City of Madeira Beach and hereby certify that all statements made herein together with any attachments, are true to the best of my knowledge.

Signature of Applicant: Marcos Winter Date: 1/7/2021

DISCLAIMER: According to Florida Statutes, Chapter 119, it is the policy of this state that all state records and records and records are open for personal inspection and copying by any person. Providing access to public records is a duty of each agency. All documents and information not specified in FS 119.01 and 119.0714 are subject to public record requests.

****For City of Madeira Beach Use Only****Fee: \$500.00☐ Check # _____☐ Cash☒ Receipt # 25820Date Received: 1/17/21Received by: [Signature]ABP# Assigned: 2021-03BOC Hearing Date: 1-27-21☐ Approved☐ Denied

[Signature]
Community Development Director

Date: 1-8-2021

[Signature]
City Manager

Date: 1-11-2021

DISCLAIMER: According to Florida Statutes, Chapter 119, it is the policy of this state that all state, county, and municipal records are open for personal inspection and copying by any person. Providing access to public records is a duty of each agency. All documents and information not specified in § 119.071 and § 119.073 are subject to public records requests.

ALCOHOLIC BEVERAGE PERMIT APPLICATION**Legal Description**

GULF SHORES 2ND ADD BLK A, LOT A LESS SE'LY 63.66FT TOGETHER WITH THAT PART OF SW
1/4 OF SEC 10-31-15 DESC AS BEG W'LY COR OF SD LOT A TH S48D 2'6"15"E 116.46FT TH
S42D12'52"W 21.22FT TO COASTAL CONSTRUCTION CONTROL LINE TH ALG SD LINE
N48D40'58"W 116.47FT TH N42D12'52"E 21.72FT TO POB

ALCOHOLIC BEVERAGE PERMIT APPLICATION

Legal Description

GULF SHORES 2ND ADD BLK A, LOT A LESS SE'LY 63.66FT TOGETHER WITH THAT PART OF SW 1/4 OF SEC 10-31-15 DESC AS BEG W'LY COR OF SD LOT A TH S48D 26'15"E 116.46FT TH S42D12'52"W 21.22FT TO COASTAL CONSTRUCTION CONTROL LINE TH ALG SD LINE N48D40'58"W 116.47FT TH N42D12'52"E 21.72FT TO POB

1. The extent to which the location and the extent to which the proposed alcoholic beverage request will adversely affect the character of the existing neighborhood.

We will be providing a sit down restaurant setting with full three course menu and a bar serving full menu also. We have a proven track record at other locations to be an addition to the city rather than a hindrance. We do not attract or cater to the young party crowd.

2. The extent to which traffic generated as a result of the location of the proposed alcoholic beverage request will create congestion or present a safety hazard.

We have worked hard with the DOT to provide a safe traffic system entering and leaving our restaurant. We also frequently use promotions with UBER and Lyft to encourage our customers to use the system and reduce the amount of traffic congestion.

3. Whether or not the proposed use is compatible with the particular location for which it is proposed.

We operate a seafood restaurant and provide a beach themed atmosphere that blends in with the community

4. Whether or not the proposed use will adversely affect the public safety.

Our Restaurant does not engage in any activities that will affect public safety

5. No application for review under this section shall be considered until the applicant has paid in full any outstanding charges, fees, interest, fines or penalties owed by the applicant to the City under any section of the code.

There are no outstanding balances

**SFMB Mad Beach Property LLC
9740 16 St N,
St Petersburg, FL 33716**

01/07/2021

To City of Madeira Beach

As a representative of SFMB Mad Beach Property LLC we give full permission to Caddy's (SFMB Madeira Beach) to obtain a liquor License and operate at restaurant at 14080 Gulf Blvd, Madeira Beach, FL 33708.

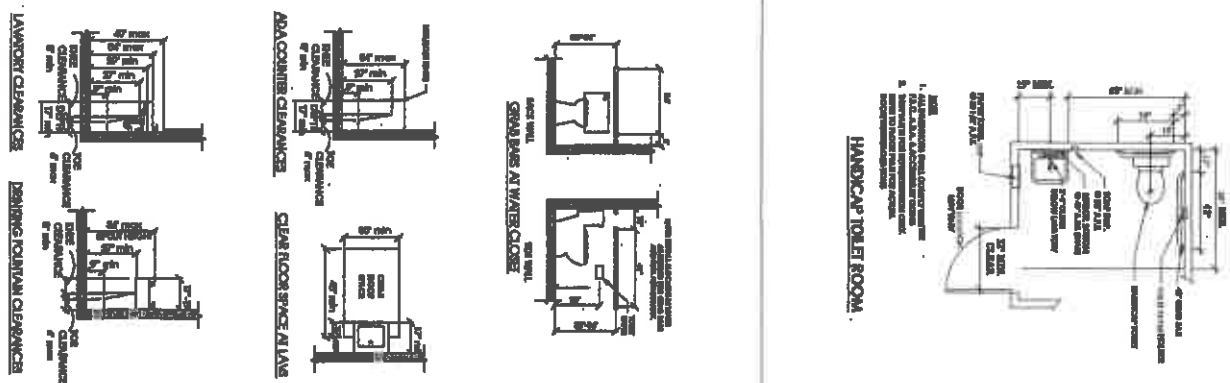
Yours Sincerely

A handwritten signature in blue ink, appearing to read "Marcus Winters", with a long horizontal flourish extending to the right.

Marcus Winters



1 2ND LEVEL WATER PLUMBING PLAN
SCALE: 1/4" = 1'-0"



MADEIRA BEACH CITY HALL
300 MUNICIPAL DR
MADEIRA BEACH FL 33708
727-832-9061

Term Num: 01745218

Sale

XXXXXXXXXXXX1878
VISA

Entry Method: Chip

Total: \$ 503.00

Ref #: 1998

01/07/21

11:23:46

Inv #: 000003

Appr Code: 00405G

Transaction ID: 100734598134000

Approved: Online

Batch#: 000372

Application Label: CHASE VISA
AID: A000000000000000
TST: E000
TVR: 0000000000

I agree to pay above total amount
according to card issuer agreement
(Merchant is agent if credit voucher)


WINTERS/MARCUS
Merchant Copy

RECEIPT

CITY OF MADEIRA BEACH
300 MUNICIPAL DR
MADEIRA BEACH FL 33708
727-832-9061

25820

DATE: 1/7/21

RECEIVED FROM

Marcus Winters

FOR

five hundred & three 00/100

DOLLARS

AMOUNT OF ACCOUNT	
THIS PAYMENT	
BALANCE DUE	

☐ CASH
☒ CHECK
☐ CREDIT CARD
☐ MONEY ORDER

BY 

THANK YOU

**MEMORANDUM****PUBLIC NOTICE**

The Board of Commissioners of the City of Madeira Beach, Florida, will hold a Public Hearing on **WEDNESDAY, February 10th, 2021** at 6:00 p.m., or as soon thereafter as the matter may be heard, in the City Commission Chambers at 300 Municipal Drive, Madeira Beach, Florida, to review the application for the approval of a 4COP alcoholic beverage license for consumption of beer, wine, and liquor on the premises.

4COP LICENSE ALCOHOLIC BEVERAGE APPLICATION # ABP 2021-03

Applicant: Marcus Winters for SFMB Madeira Beach, LLC

Business Location: 14080 Gulf Blvd Madeira Beach, FL 33708

Business: Caddy's Madeira Beach

Permit Request:

Pursuant to City Code Section 110-539, Consideration of Alcoholic Beverage Application, ABP 2021-03, Caddy's Madeira Beach is requesting a Beer, Wine, and Liquor on Premises (4COP) License. This license allows beer, wine, and liquor consumption on premises. The restaurant is located in R-3 zoning.

Note:

You have received this notice because you are a property owner within 300 feet of the subject property. If you are desirous of voicing approval or disapproval of this application, you may attend the Public Hearing for this application.

Public comments can also be submitted by email through the Public Comment form located on the front page of the City of Madeira Beach website at <https://madeirabeachfl.gov>. Comments are accepted up to three hours prior to start of the meeting and will be read aloud during the meeting. Please limit your comments to 400 words as the comments are limited to three minutes.

In accordance with Section 286.26, Florida Statutes, persons with disabilities needing special accommodations to participate in this meeting must contact Community Development Director, Linda Portal no later than 48 hours prior to the meeting: (727) 391-9951, Ext. 255 or 223 or a written request to lportal@madeirabeachfl.gov.



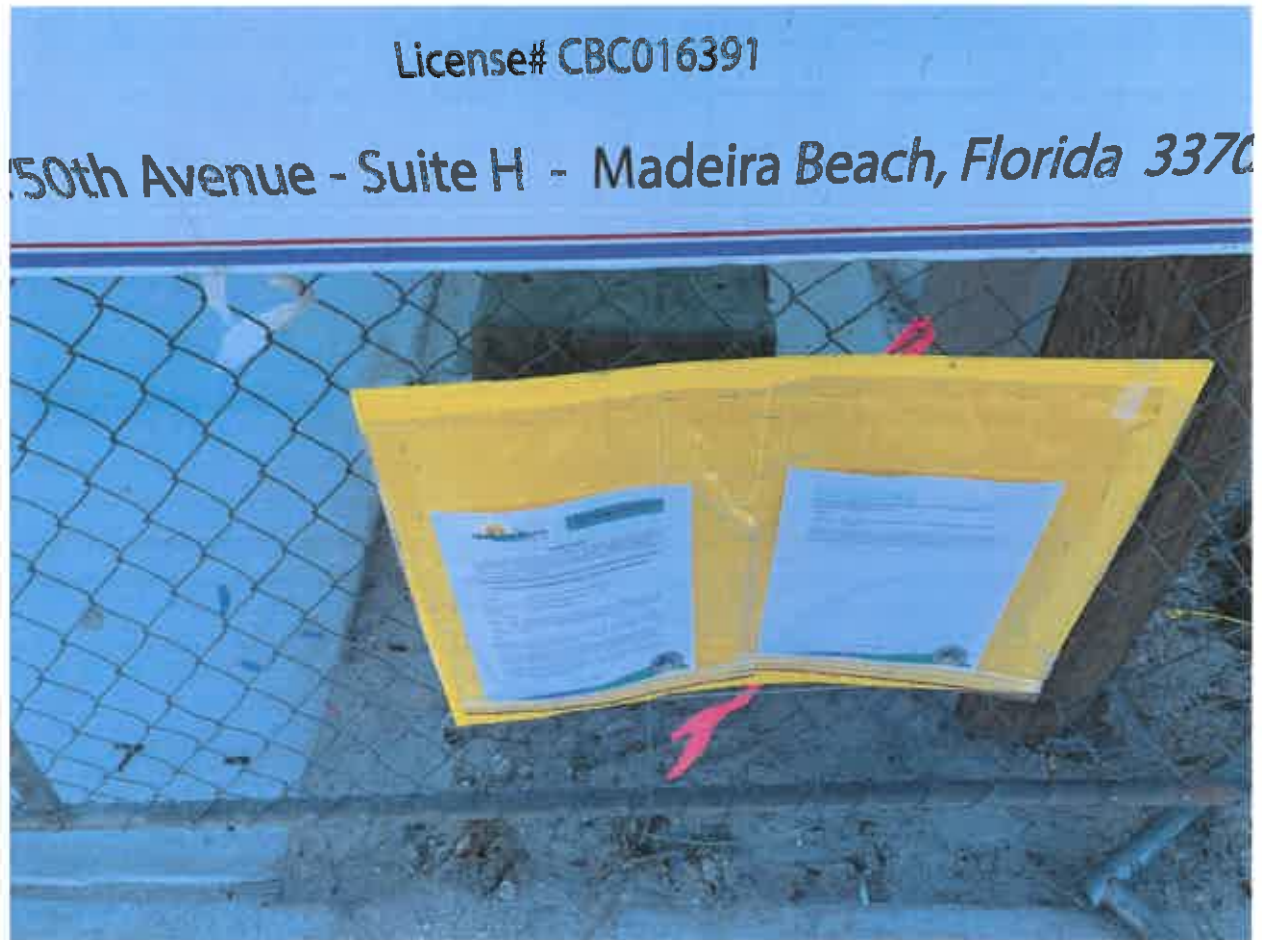
The completed application is on file in the Office of Community Development and may be reviewed during regular business hours.

Posted:

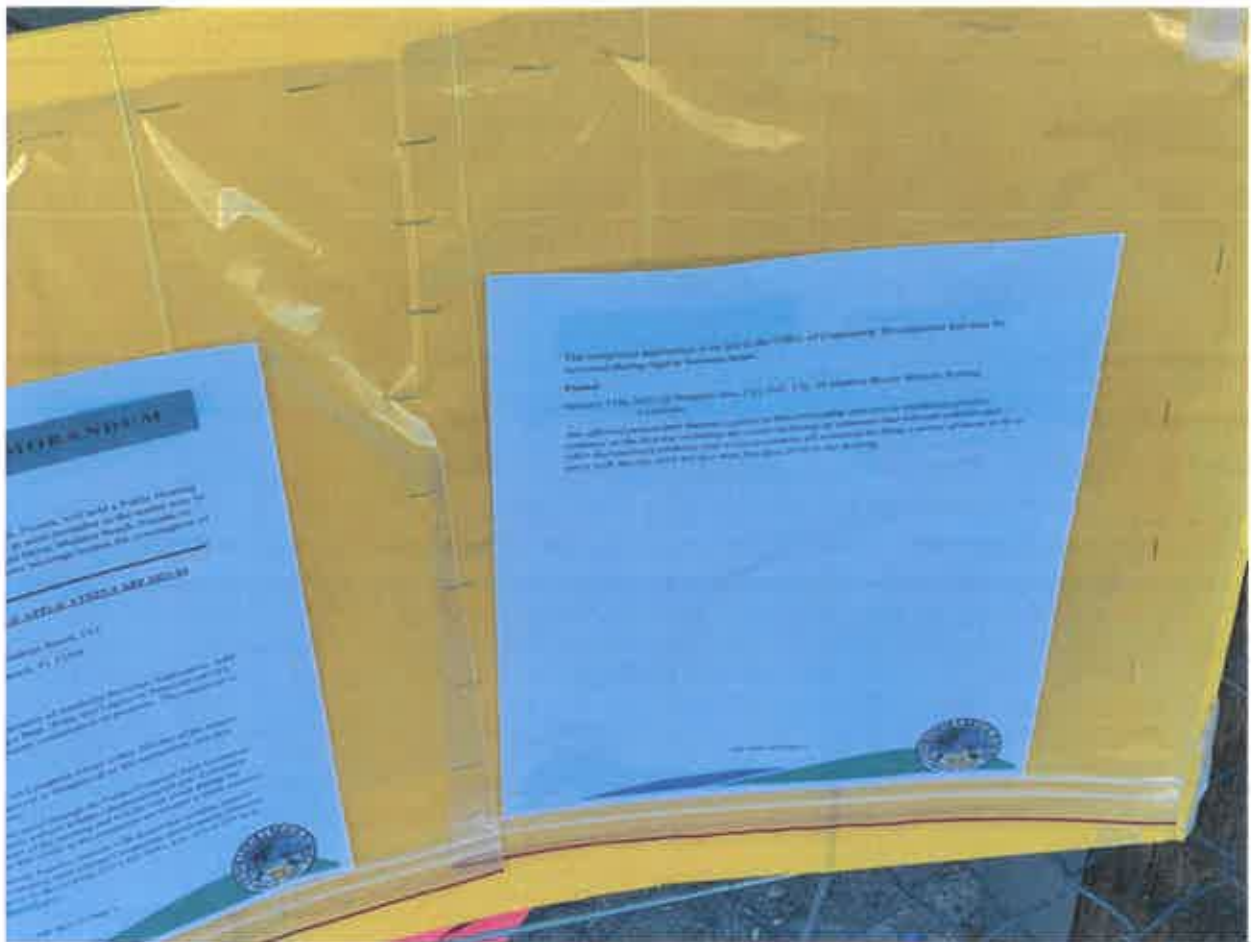
January 11th, 2021 @ Property Site, City Hall, City of Madeira Beach Website Posting Locations.

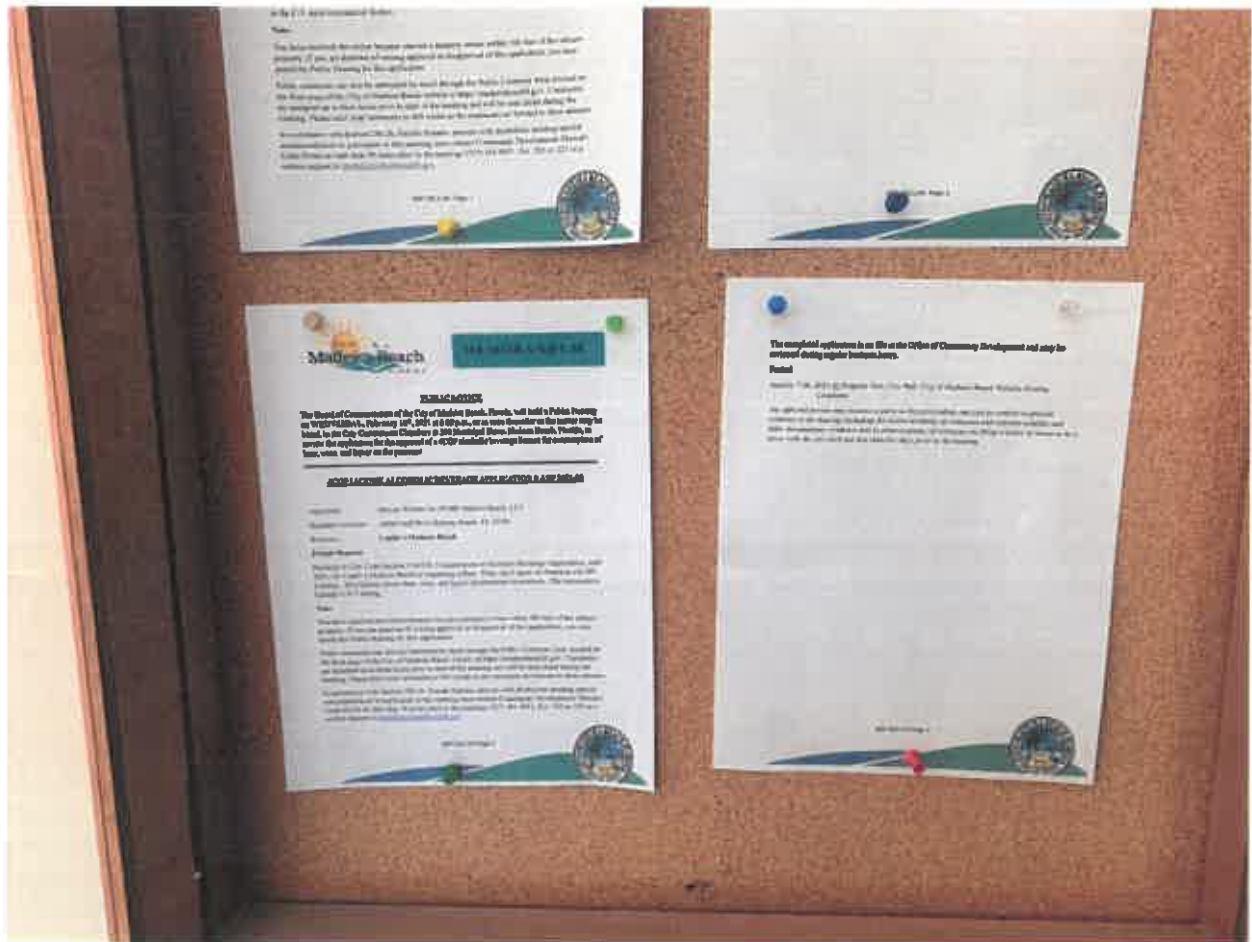
Any affected person may become a party to this proceeding and can be entitled to present evidence at the hearing including the sworn testimony of witnesses and relevant exhibits and other documentary evidence and to cross-examine all witnesses by filing a notice of intent to be a party with the city clerk not less than five days prior to the hearing.













MEMORANDUM

PUBLIC NOTICE

The Board of Commissioners of the City of Madison Beach, Florida, will hold a Public Hearing on WEDNESDAY, February 10th, 2021 at 6:00 p.m., or as soon thereafter as the matter may be heard, in the City Commission Chambers at 300 Municipal Drive, Madison Beach, Florida, to review the application for the approval of a 4COP alcoholic beverage license for consumption of beer, wine, and liquor on the premises.

4COP LICENSE ALCOHOLIC BEVERAGE APPLICATION # ABP 2021-03

Applicant: Marcus Winton for SPMB Madison Beach, LLC

Business Location: 14080 Golf Blvd Madison Beach, FL 33708

Business: Caddy's Madison Beach

Permit Request:

Pursuant to City Code Section 110-53D, Consideration of Alcoholic Beverage Application, ABP 2021-03, Caddy's Madison Beach is requesting a Beer, Wine, and Liquor on Premises (4COP) License. This license allows beer, wine, and liquor consumption on premises. The restaurant is located in X-3 zoning.

Note:

You have received this notice because you are a property owner within 300 feet of the subject property. If you are desirous of voicing approval or disapproval of this application, you may attend the Public Hearing for this application.

Public comments can also be submitted by email through the Public Comment form located on the front page of the City of Madison Beach website at <http://www.ci.madisonbeachfl.gov>. Comments are accepted up to three hours prior to start of the meeting and will be read aloud during the meeting. Please limit your comments to 400 words as the comments are limited in three minutes.

In accordance with Section 218.36, Florida Statutes, persons with disabilities needing special accommodations to participate in this meeting, should contact the Commission Development Director, Linda Ward at least 48 hours prior to the meeting. (727) 991-9933, Fax: 727-991-233 or e-mail: lw@ci.madisonbeachfl.gov

ABP 2021-03 Page 3



The
review
Foods
January

Any of
evidence
other of
party w

MEMORANDUM

els, Florida, will build a Petrie Center to go with themselves as the mother ship to get Drive, Watson Beach, Florida, is also being located for construction of

EXHIBIT 100-100-100-100

James E. Thompson, LLC
10000 W. 11th Avenue
Suite 100, Denver, CO 80202

for all Automatic Coverage Applications, ACP for Wife and Children Premium (ACP), and/or for all policies. The indicator is

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through the Public Counsel firm, based in
the U.S. (http://madrivemall.com). Customers
receiving 40% off in real time during the
sale as the inventory on hand is being counted.

For more information, contact the publisher at 1-800-354-9700 or visit our website at www.mhprofessional.com.

END PAGE 1

The employment application is available to the Office of Community Development and may be obtained during regular business hours.

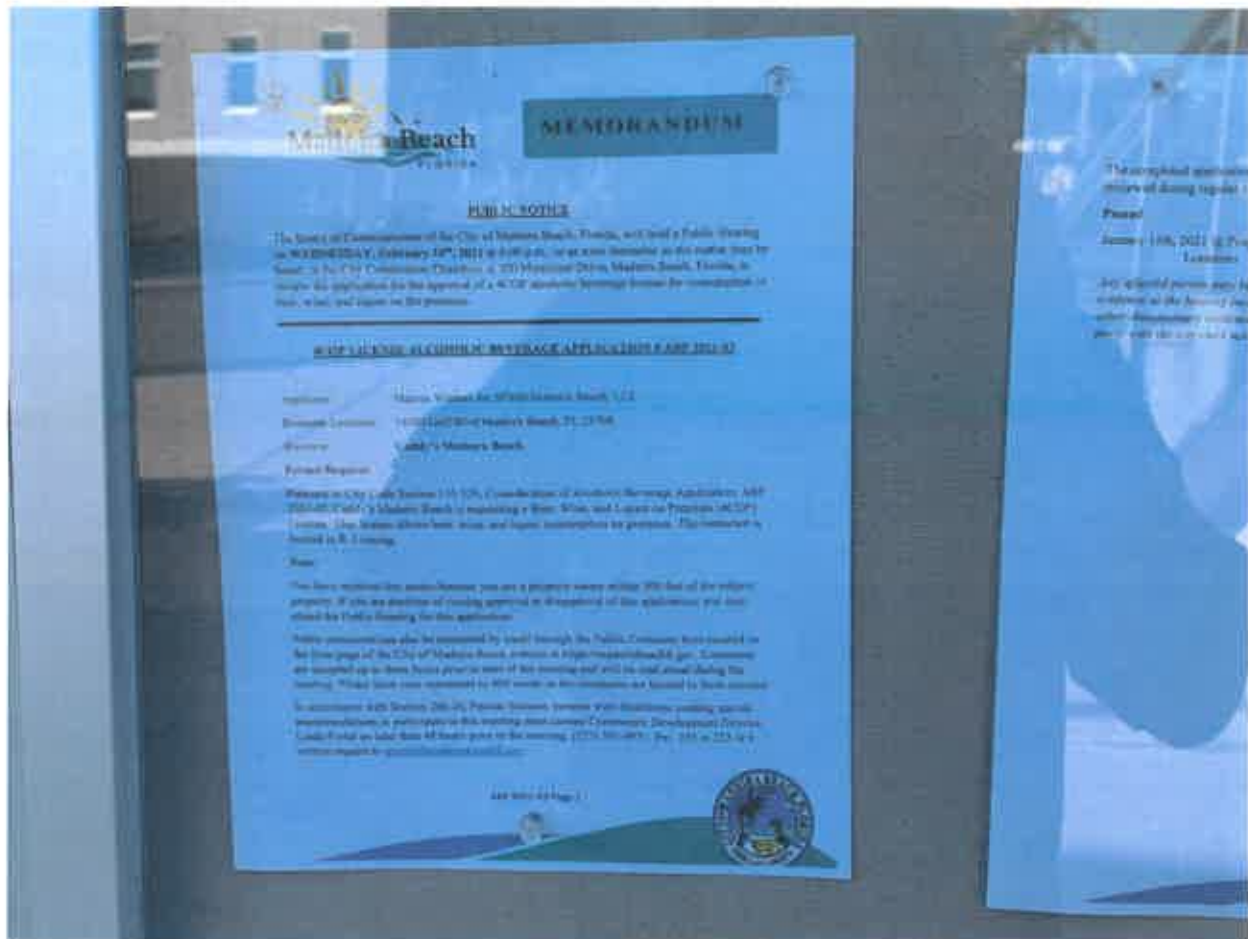
Present

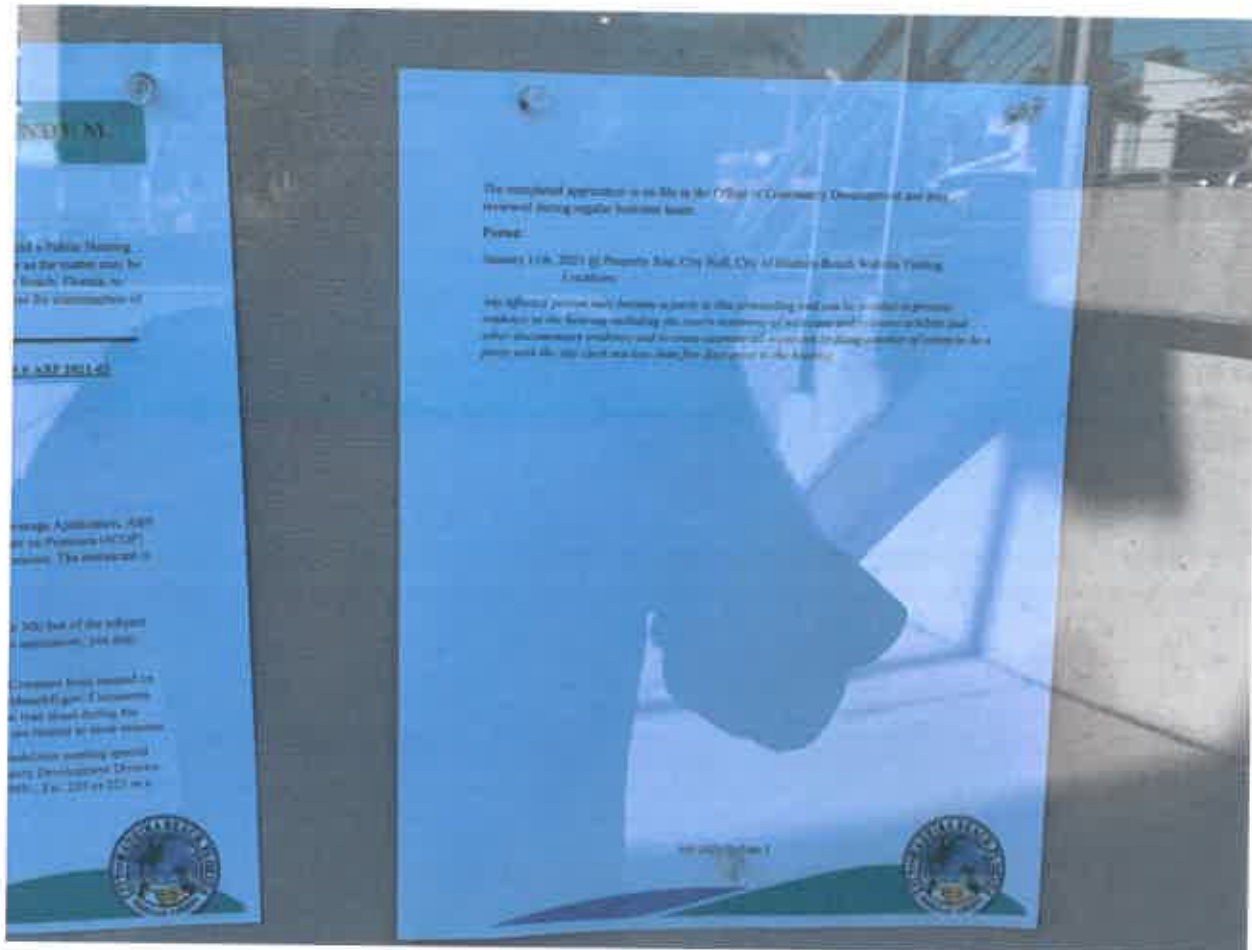
January 11th, 2012 @ Property 200, City Hall, City of Madison Beach, Western Portage
Louisiana

The offered person may become a party to the proceeding and take testimony in person or through an attorney, including the sworn testimony of witnesses and relevant affidavits and other documentary evidence and is empowered, at discretion, to file a notice of intent to file a party with the city clerk not later than the date prior to the hearing.

of 2003-04







**MEMORANDUM****PUBLIC NOTICE**

The Board of Commissioners of the City of Madeira Beach, Florida, will hold a Public Hearing on **WEDNESDAY, January 27th, 2021** at 5:45 p.m., or as soon thereafter as the matter may be heard, in the City Commission Chambers at 300 Municipal Drive, Madeira Beach, Florida, to review the application for the approval of a 4COP alcoholic beverage license for consumption of beer, wine, and liquor on the premises.

4COP LICENSE ALCOHOLIC BEVERAGE APPLICATION # ABP 2021-03

Applicant: Marcus Winters for SFMB Madeira Beach, LLC

Business Location: 14080 Gulf Blvd Madeira Beach, FL 33708

Business: Caddy's Madeira Beach

Permit Request:

Pursuant to City Code Section 110-539, Consideration of Alcoholic Beverage Application, ABP 2021-03, Caddy's Madeira Beach is requesting a Beer, Wine, and Liquor on Premises (4COP) License. This license allows beer, wine, and liquor consumption on premises. The restaurant is located in R-3 zoning.

Note:

You have received this notice because you are a property owner within 300 feet of the subject property. If you are desirous of voicing approval or disapproval of this application, you may attend the Public Hearing for this application.

Public comments can also be submitted by email through the Public Comment form located on the front page of the City of Madeira Beach website at <https://madeirabeachfl.gov>. Comments are accepted up to three hours prior to start of the meeting and will be read aloud during the meeting. Please limit your comments to 400 words as the comments are limited to three minutes.

In accordance with Section 286.26, Florida Statutes, persons with disabilities needing special accommodations to participate in this meeting must contact Community Development Director, Linda Portal no later than 48 hours prior to the meeting: (727) 391-9951, Ext. 255 or 223 or a written request to lportal@madeirabeachfl.gov.



The completed application is on file in the Office of Community Development and may be reviewed during regular business hours.

Posted:

January 11th, 2021 @ Property Site, City Hall, City of Madeira Beach Website Posting Locations.

Any affected person may become a party to this proceeding and can be entitled to present evidence at the hearing including the sworn testimony of witnesses and relevant exhibits and other documentary evidence and to cross-examine all witnesses by filing a notice of intent to be a party with the city clerk not less than five days prior to the hearing.





MEMORANDUM

PUBLIC NOTICE

The Board of Commissioners of the City of Madeira Beach, Florida, will hold a Public Hearing on WEDNESDAY, January 27th, 2021 at 5:45 p.m. or as soon thereafter as the matter may be heard, in the City Commission Chamber at 300 Municipal Drive, Madeira Beach, Florida, to review the application for the approval of a 4COP alcoholic beverage license for consumption of beer, wine, and liquor on the premises.

4COP LICENSE ALCOHOLIC BEVERAGE APPLICATION # ABP 2021-01

Applicant: Marcus Winters for SFMB Madeira Beach, LLC
Business Location: 14080 Gulf Blvd Madeira Beach, FL 33708
Business: Caddy's Madeira Beach
Permit Request:

Pursuant to City Code Section 110-329, Consideration of Alcoholic Beverage Application, ABP 2021-01, Caddy's Madeira Beach is requesting a Beer, Wine, and Liquor on Premises (4COP) License. This license allows beer, wine, and liquor consumption on premises. The restaurant is located in R-1 zoning.

Note:

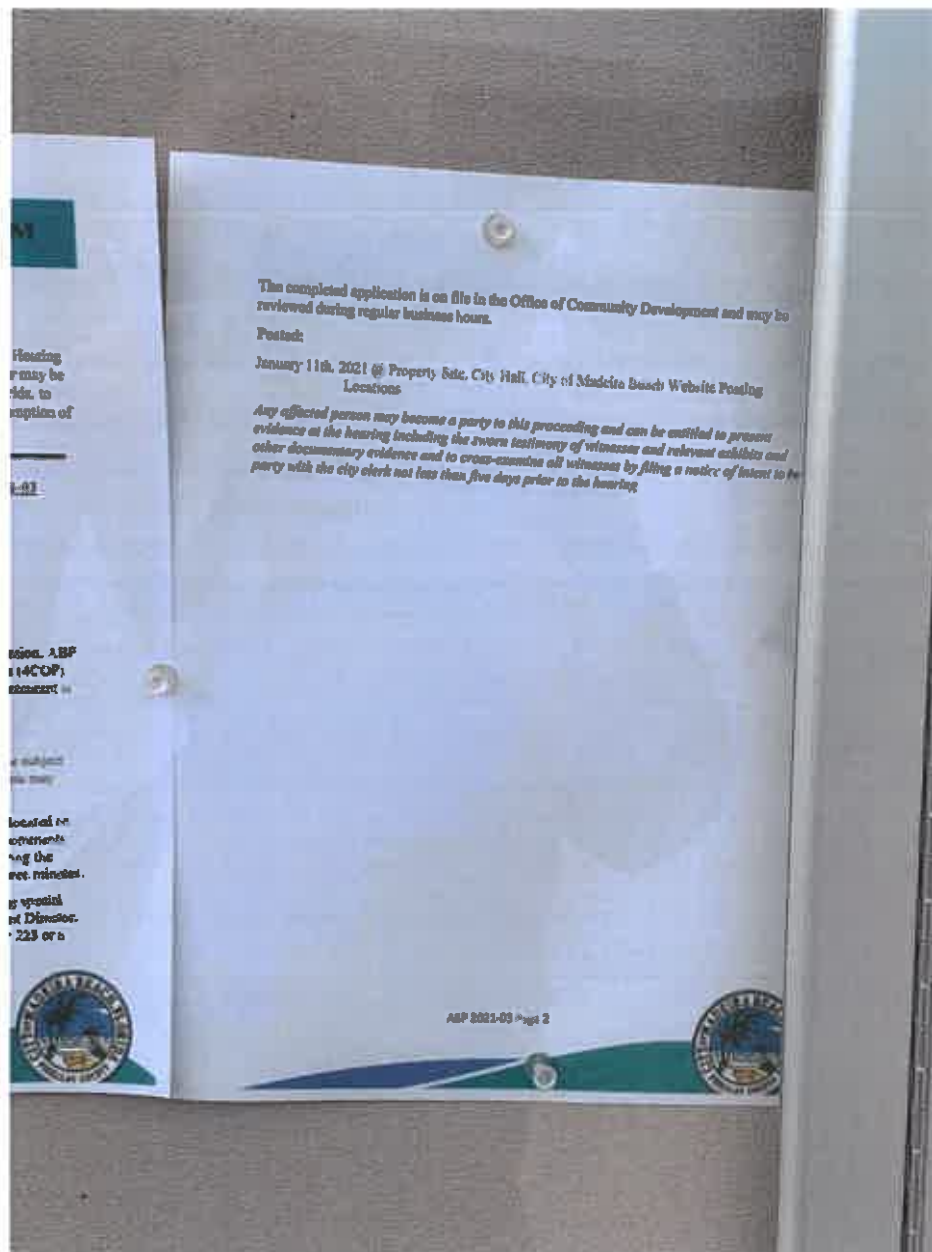
You have received this notice because you are a property owner within 300 feet of the subject property. If you are desirous of voicing approval or disapproval of this application, you may attend the Public Hearing for this application.

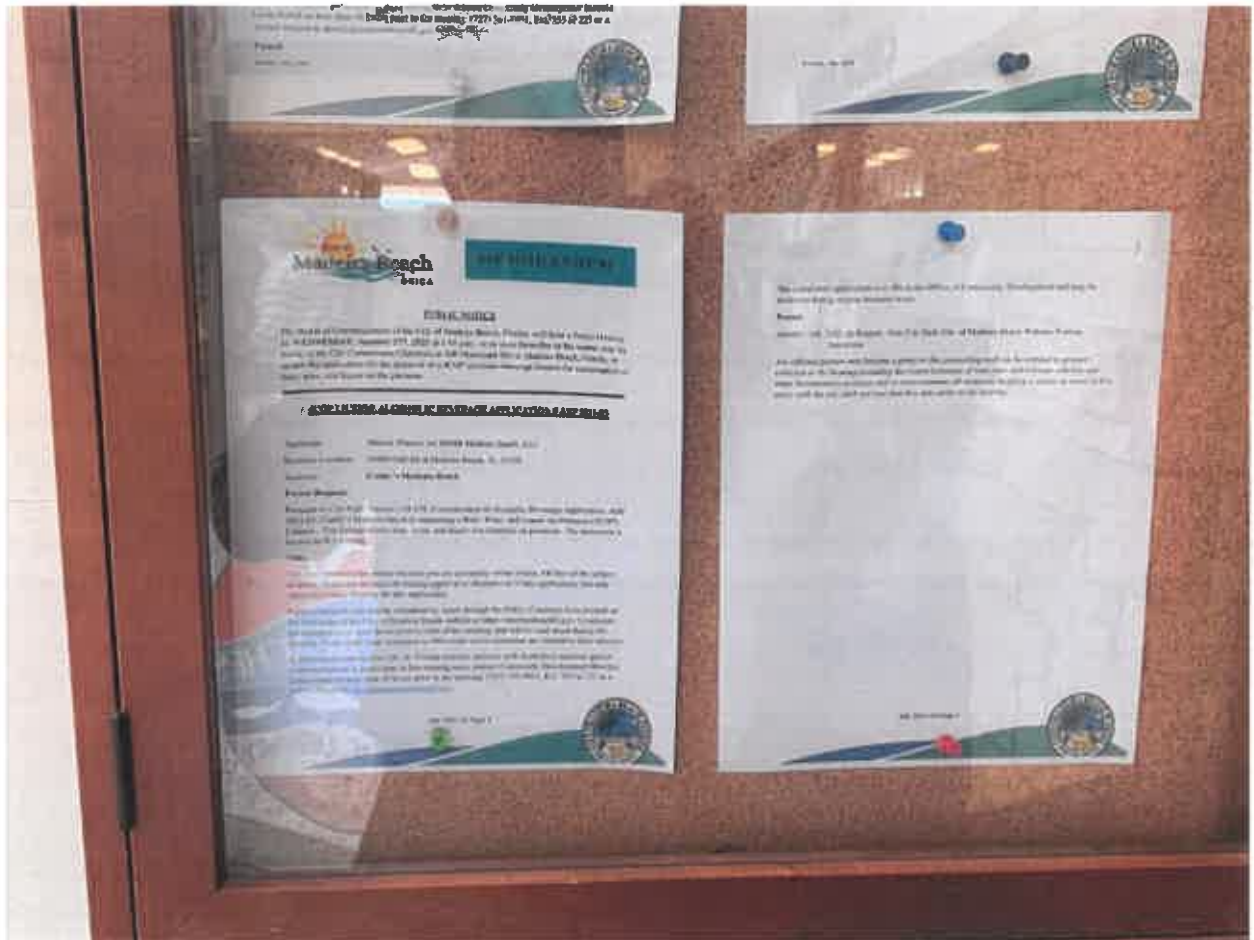
Public comments can also be submitted by email through the Public Comment form located on the front page of the City of Madeira Beach website at <https://madeirabeachfl.gov>. Comments are accepted up to three hours prior to start of the meeting and will be read aloud during the meeting. Please limit your comments to 400 words as the comments are limited to three minutes.

In accordance with Section 216.26, Florida Statutes, persons with disabilities needing special accommodations to participate in this meeting must contact Community Development Director, Linda Peralo no later than 48 hours prior to the meeting: (727) 391-9951, Ext. 355 or 223 or a written request to lperalo@madeirabeachfl.gov.

ABP 2021-01 Page 1







Madeira Beach FLORIDA

MEMORANDUM

PUBLIC NOTICE

The Board of Commissioners of the City of Madeira Beach, Florida, will hold a Public Hearing on **WEDNESDAY, January 27th, 2021** at 5:45 p.m. or as soon thereafter as the matter may be heard, in the City Commission Chambers at 300 Municipal Drive, Madeira Beach, Florida, to review the application for the approval of a 4COP alcoholic beverage license for consumption of beer, wine, and liquor on the premises.

4COP LICENSE ALCOHOLIC BEVERAGE APPLICATION # ABP 2021-03

Applicant: Marcus Winters for SFMB Madeira Beach, LLC

Business Location: 14080 Gulf Blvd Madeira Beach, FL 33708

Business: Caddy's Madeira Beach

Permit Request:

Pursuant to City Code Section 110-539, Consideration of Alcoholic Beverage Application, ABP 2021-03, Caddy's Madeira Beach is requesting a Beer, Wine, and Liquor on Premises (4COP) License. This license allows beer, wine, and liquor consumption on premises. The restaurant is located in R-1 zoning.

Notice:

You have received this notice because you are a property owner within 300 feet of the subject property. If you are desirous of voicing approval or disapproval of this application, you may attend the Public Hearing for this application.

Public comments can also be submitted by email through the Public Comment form located on the front page of the City of Madeira Beach website at <https://madeirabeachfl.gov>. Comments are accepted up to three hours prior to start of the meeting and will be read aloud during the meeting. Please limit your comments to 400 words as the comments are limited to three minutes.

In accordance with Section 286.56, Florida Statutes, persons with disabilities needing special accommodations to participate in this meeting must contact Community Development Director, Linda Foster no later than 48 hours prior to the meeting: (727) 301-0951, Ext. 245 or 223 or a written request to info@madeirabeachfl.gov.

The complete
reviewed dur

Posted:

January 11th,

Any affected p
evidence at the
other documents
party with the

ANDUM

The completed application is on file in the Office of Community Development and may be reviewed during regular business hours.

Posted.
January 11th, 2021 @ Property Site, City Hall, City of Madras Beach Website Posting Locations.

Any affected person may become a party to this proceeding and can be entitled to present evidence at the hearing including the sworn testimony of witnesses and relevant exhibits and other documentary evidence and to cross-examine all witnesses by filing a notice of intent to be a party with the city clerk not less than five days prior to the hearing.

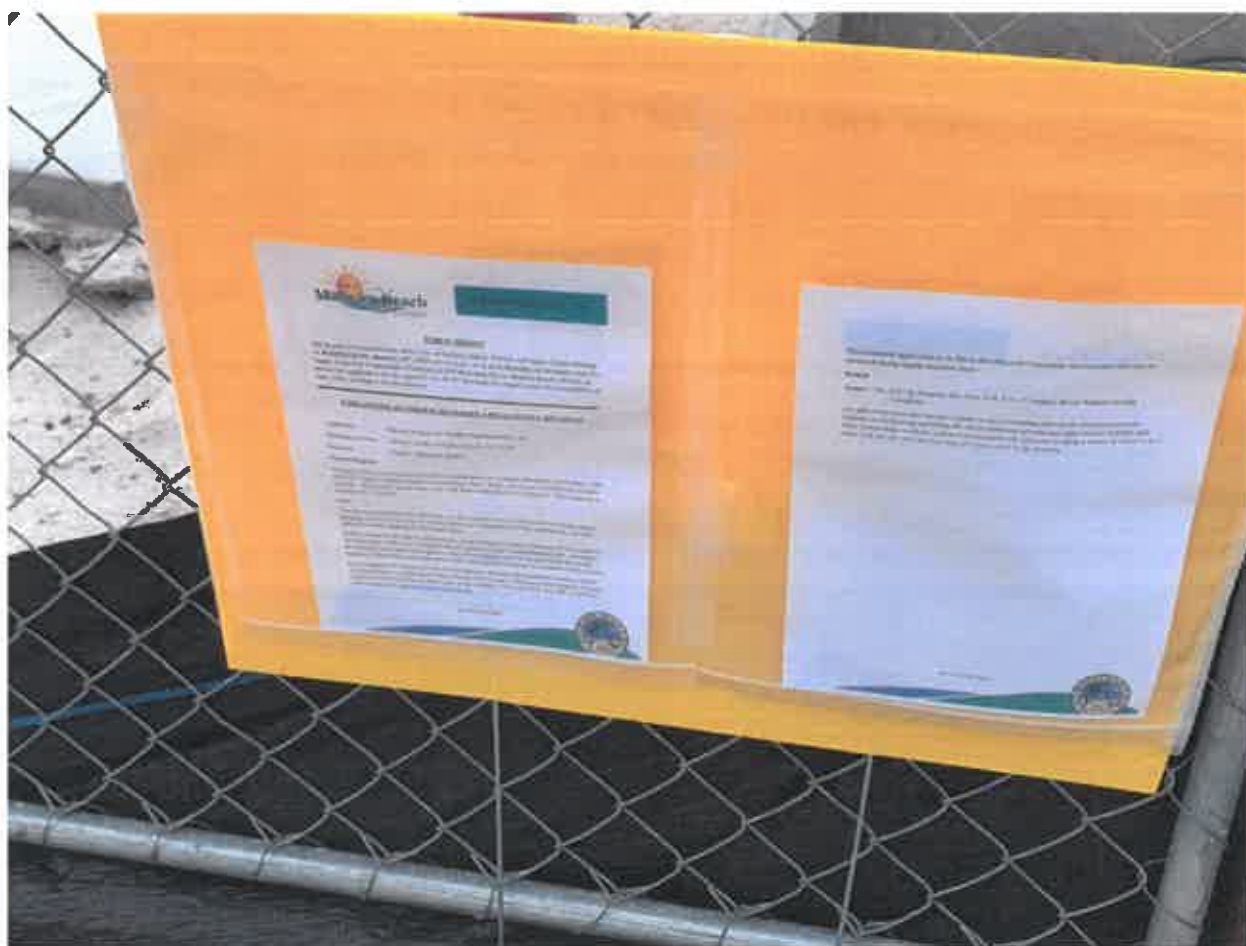
DN & ARP 2021-03

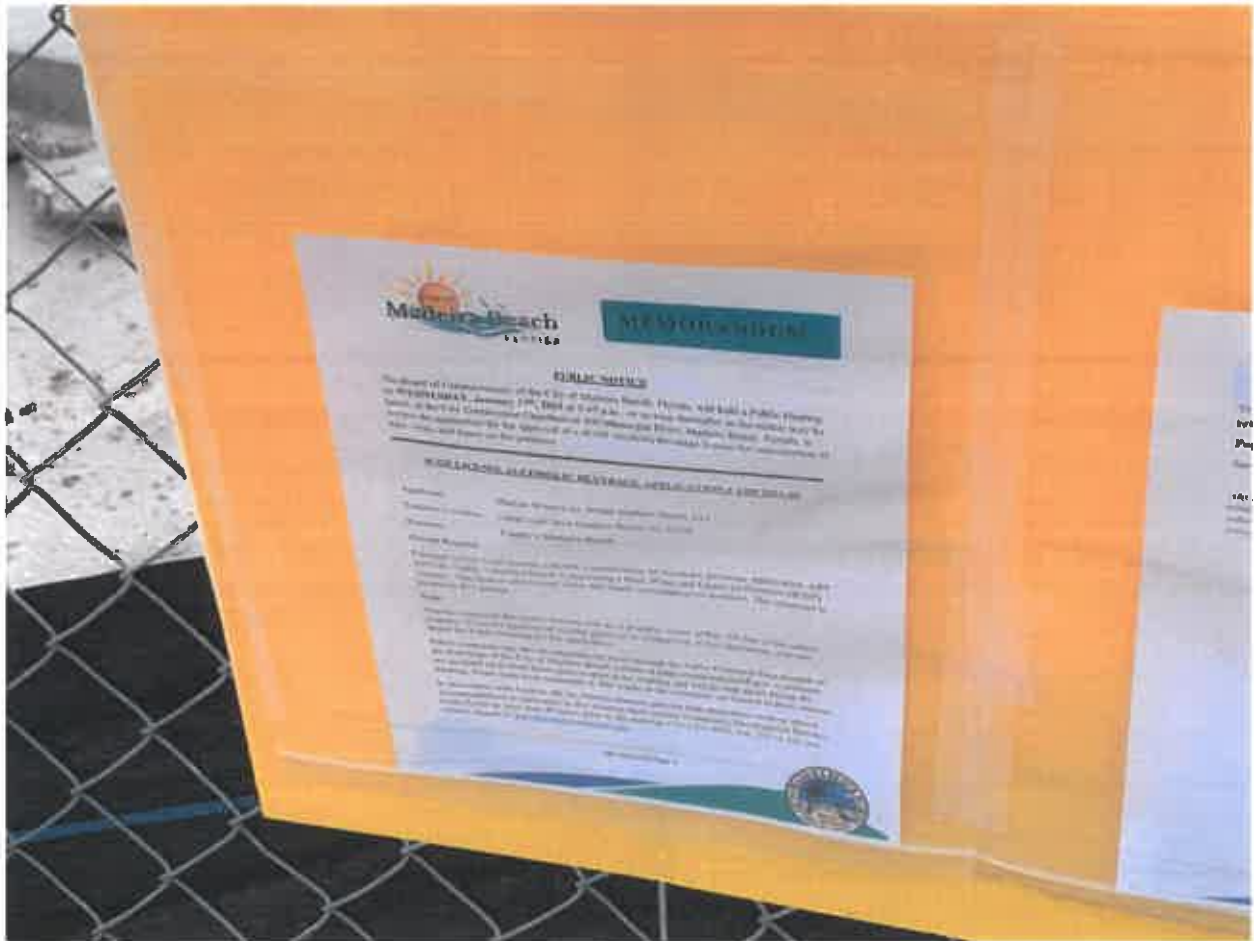
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not on Premium (4COP)
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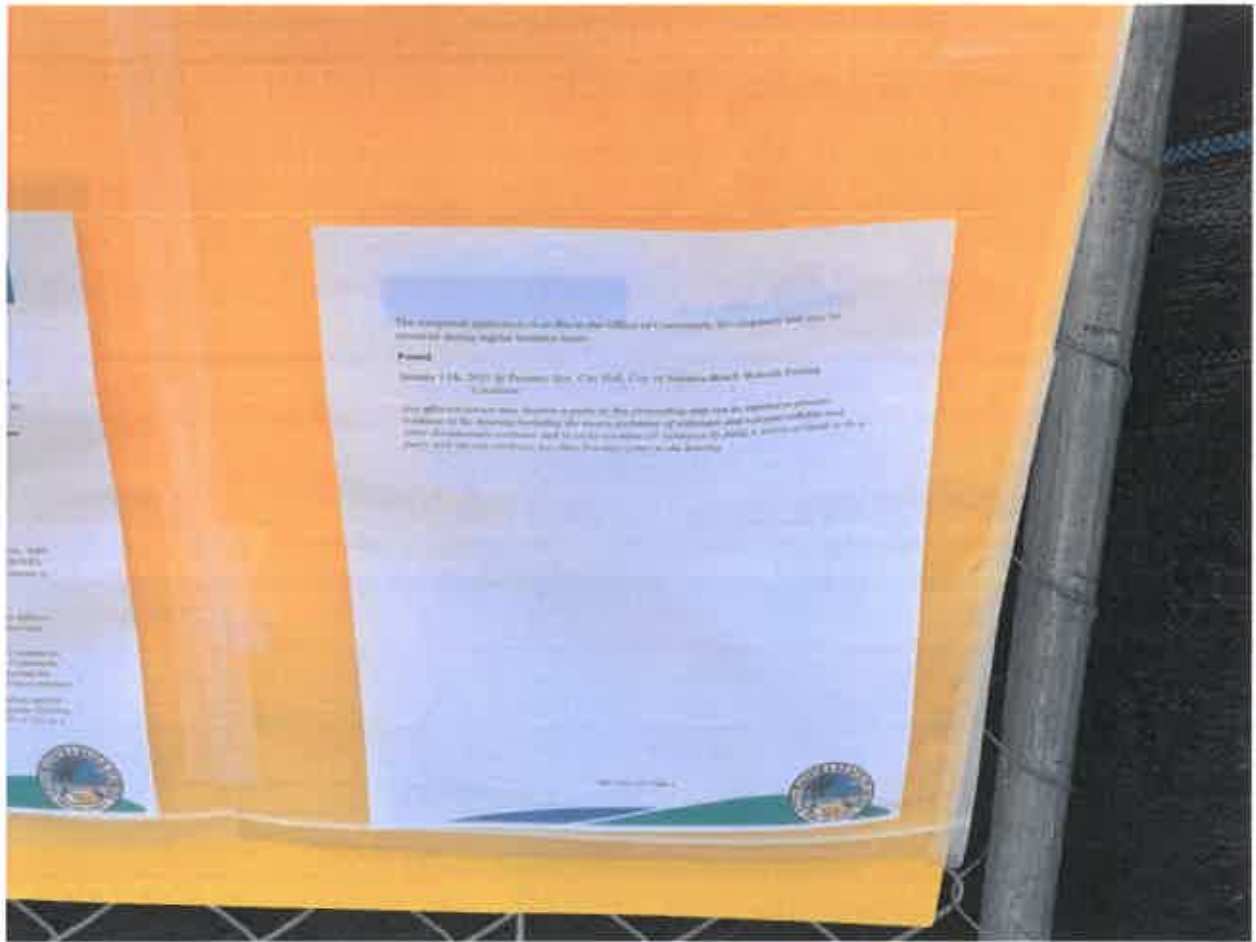
in 34th foot of the subject
e application, you may

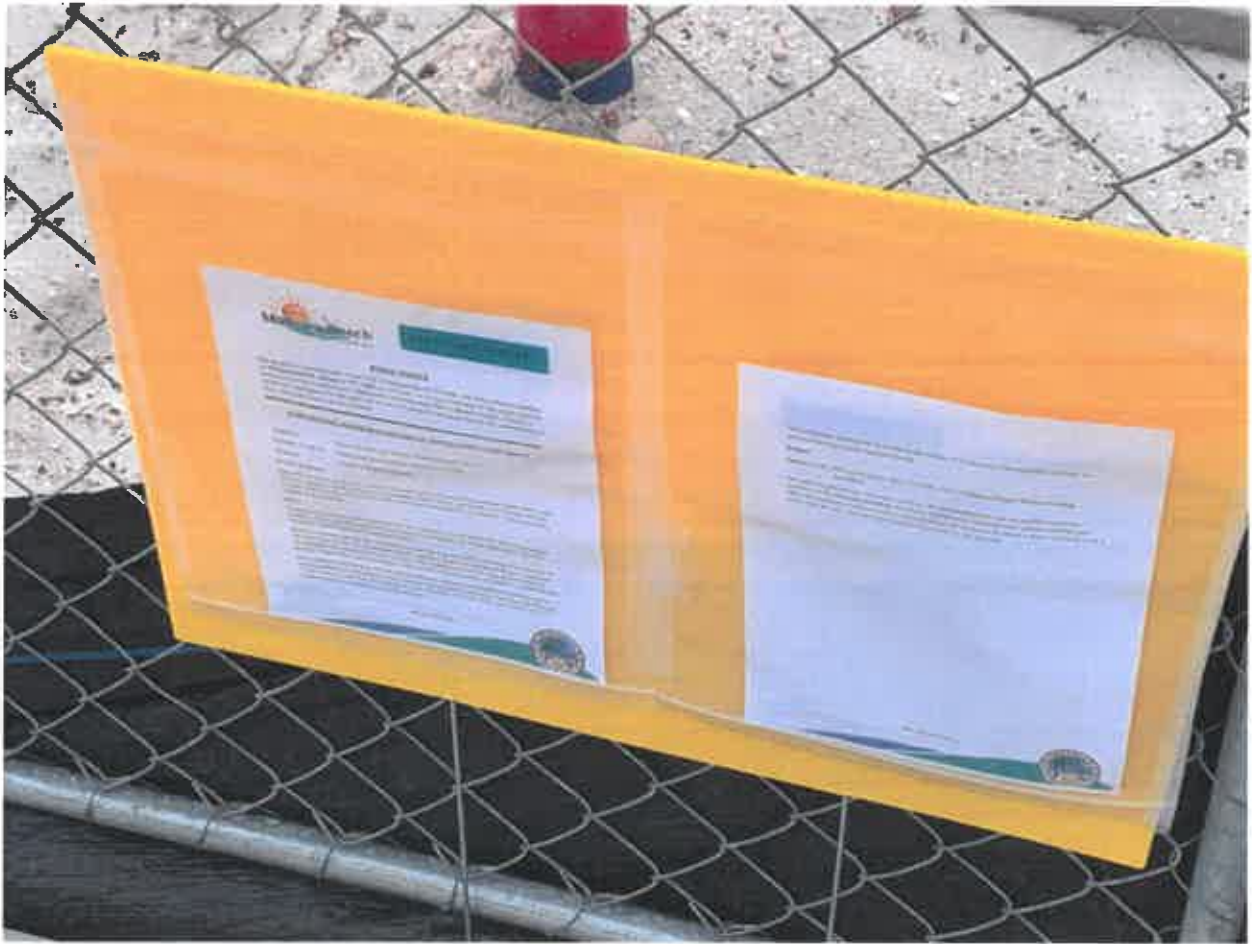
Sworn statement form located on dnscdfill.gov. Comments read aloud during the hearing are limited to three minutes. Abilities including special city Development Director, 651, 661, 225 or 225 or a

SEP 2021 01 Page 2











AFFIDAVIT OF MAILING

Date: 1/11/21

Mailings for Case # 2021-03

STATE OF FLORIDA
COUNTY OF PINELLAS

Before me this day Andrew Morris personally appeared (He) she has mailed public notices to property owners within a 300 foot radius of the subject property.

Sworn and subscribed before me this 11th day of Jan., 20 21

Personally known or produced _____ as identification.



Notary Public Stamp

[Signature]
Notary Public

1-11-21
Date

*Copy of public notice is attached.



MIKE TWITTY, MAI, CFA
Pinellas County Property Appraiser
www.pcpao.org mike@pcpao.org

Item 4E.

Run Date: 08 Jan 2021

Subject Parcel: 10-31-15-34344-001-0010

Radius: 300 feet

Parcel Count: 125

Note: Parcels with protected address status are not included in this report.

Total pages: 6

Public information is furnished by the Property Appraiser's Office and must be accepted by the recipient with the understanding that the information received was developed and collected for the purpose of developing a Property Value Roll per Florida Statute. The Pinellas County Property Appraiser's Office makes no warranties, expressed or implied, concerning the accuracy, completeness, reliability or suitability of this information for any other particular use. The Pinellas County Property Appraiser's Office assumes no liability whatsoever associated with the use or misuse of such information.

■ MAIN OFFICE – COUNTY COURTHOUSE

315 Court St - 2nd Floor
Clearwater, FL 33756

Office: (727) 464-3207
Fax: (727) 464-3448

Hearing Impaired:
Office: (727) 464-3370

Commercial Appraisals:
Office: (727) 464-3284

Exemptions:

Office: (727) 464-3294
Fax: (727) 464-3408

Residential Appraisals:
Office: (727) 464-3643

Tangible Personal Property:
Office: (727) 464-8484
Fax: (727) 464-8488

□ NORTH COUNTY

29269 US Highway 19 N
Clearwater, FL 33761

Office: (727) 464-8780
Fax: (727) 464-8794

□ MID COUNTY

13025 Starkey Road
Co-Located with Tax Collector
Largo, FL 33773

Office: (727) 464-3207
Fax: (727) 464-3448

□ SOUTH COUNTY

1800 66th Street N
St. Petersburg, FL 33710

Office: (727) 582-7652
Fax: (727) 582-7610

ALL MAIL: PO Box 1957 – Clearwater, FL 33757

KABB PROPERTIES LLC
2632 COBBLESTONE DR
PALM HARBOR FL 34684-1605

LYLE, JAMES H
LYLE, CAROL A
2143 WALKER MOUNTAIN RD
WEST RUTLAND VT 05777-9875

SAARELA, JILL
12 ISLAND VIEW DR
TRAVERSE CITY MI 49696-9497

K K C C PROPERTIES LLC
4715 MULLINS RD
TAMPA FL 33614-1411

KRAJINOVIC, STIPE
KRAJINOVIC, SUZANNE
119 THIRD LINE
OAKVILLE ON L6L 3Z7

EDWARD & KAREN SMITH LLC
11874 WALKER AVE
SEMINOLE FL 33772-7127

BRUK, DOREEN
BRUK, JORDAN
14141 GULF BLVD UNIT 12
MADEIRA BEACH FL 33708-2234

BROWN, JAMES H
BROWN, BRIENNE LEE
1328 10TH AVE
SAN FRANCISCO CA 94122-2304

CHAN, DALE R
TRAN, TERESA T
4780 JAYCOX RD
AVON OH 44011-3248

GONDA, STEPHEN M JR
1504 W LEMON ST APT 3
TAMPA FL 33606-1002

MARCONCONI, GLEN
14010 GULF BLVD UNIT 401
MADEIRA BEACH FL 33708-2395

NOORDA, BRENT
NEWMAN, AMY
14010 GULF BLVD UNIT 203
MADEIRA BEACH FL 33708-2395

NABHAN, RONALD K
NABHAN, MICHELE M
275 E PAUL REVERE CT
CHESTERTON IN 46304-9339

XAVIER FAMILY PARTNERSHIP GP LLC
1911 HERITAGE ESTATES DR
LAKELAND FL 33803-5411

HARDWICK, MARK
HARDWICK, JANICE BELL
6062 DEBRA CT
PLAINFIELD IN 46168-9311

D J M A K LLC
14033 PALM ST
MADEIRA BEACH FL 33708-2216

LAIOSA, ANDREW
LAIOSA, NANCY
3 GRANDVIEW AVE
NANUET NY 10954-2510

MADEIRA PLACE CONDO ASSN INC
14001 GULF BLVD
MADEIRA BEACH FL 33708-2264

VOEGTLI, WILLIAM GABRIEL
VOEGTLI, KRYSTYNA RENEE
18815 RUE LOIRE
LUTZ FL 33558-5355

BOBICK, DONNA J TRE
PO BOX 1802
SOUTH BEND IN 46634-1802

NICHOLS, WESLEY G
NICHOLS, NANCY H
227 SHAKER ST
NEW LONDON NH 03257-5958

SCHROEDER, EDWARD H
SCHROEDER, HAZEL P
519 161ST AVE
REDINGTON BEACH FL 33708-1658

BATE LIVING TRUST
BATE, ROGER A TRE
14110 GULF BLVD UNIT 101
MADEIRA BEACH FL 33708-2250

VILLADOLID, DAISY
VILLADOLID, JERRY
17733 HAMPSHIRE OAK DR
TAMPA FL 33647-2545

KONDAKOR, IMRE
KONDAKOR, MARIA
14141 GULF BLVD # 22
MADEIRA BEACH FL 33708-2234

ZEBE MANAGEMENT USA LIVING TRUST
ZWART, HARM TRE
1180 SPRING CENTRE SOUTH BLVD STE 360
ALTAMONTE SPRINGS FL 32714-1998

ROSINSKI, CHRISTINE TRE
ROSINSKI, CHRISTINE DEC OF TRUST
20 N MARCELLA RD
MOUNT PROSPECT IL 60058-2609

BRAMANTE INVESTMENTS LLC
17730 GULF BLVD UNIT 800
REDINGTON SHORES FL 33708-1399

BEACH CLUB OF MADEIRA CONSO ASSN INC
14002 GULF BLVD
MADEIRA BEACH FL 33708-2213

BITONTI, JOHN
10 BITONTI CRES
SAULT STE MARIE ON P6C 6A9

CRUZ & QUINONES FAMILY TRUST
7622 CARON RD
TAMPA FL 33615-1348

ESAMANN, DOUGLAS F
ESAMANN, KIMBERLY S
18419 HARBORSIDE DR
CORNELIUS NC 28031-8796

WINTER, LAURIE
304 BOCA CIEGA POINT BLVD S
ST PETERSBURG FL 33708-2724

CELSE REVOCABLE TRUST
FODEN-CELSE, DEBRA MAY TRE
4105 ANGEL WING CT
LUTZ FL 33558-2725

BITONTI, JOSEPH
BITONTI, ANTONIETTA
49 BITONTI CRES
SAULT STE MARIE ON P6C 8B6

PUNTILLO, ANTONIO
PUNTILLO, FRANCESCA
21 TIMBER LN
WOODBIDGE ON L4L 3J6

KING, TAMMY
5820 MARINER ST
TAMPA FL 33609-3412

WILLIAMS, SCOTT A
WILLIAMS, VICKIE L
104 SABLE LN
WASHINGTON IL 61571-9458

BAILLARGE, DEVIN A TRE
BAILLARGE, DEVIN A REVOCABLE TRUST
2111 W WATROUS AVE
TAMPA FL 33606-3048

MCCLINTOCK, KELLY A
4079 LORRAINE CRES
BURLINGTON ON L7L 1P5

LARSEN, DAVID H
602 S ALBANY AVE
TAMPA FL 33606-2406

TARDIFF, FERNAND J
TARDIFF, ELIZABETH A
5 BIRCHWOOD DR
HALIFAX NS B3N 1H7

AFFORDABLE HOMES & FINANCING CORP
1721 HILLSIDE DR
TAMPA FL 33610-3456

S F M B MAD BEACH PROPERTY LLC
405 S HOWARD AVE
TAMPA FL 33606-2035

HILLIOS, STEWART
HILLIOS, CAROL
90 141ST AVE E APT A
MADEIRA BEACH FL 33708-3108

CARMENATE, YUMARY
7331 BROOKVIEW CIR
TAMPA FL 33634-2925

RIDLEN, EARL L II
RIDLEN, DEBRA L
4545 LEXINGTON ROW
GREENWOOD IN 46143-7439

ARENA DE MADEIRA CONDO ASSN
14110 GULF BLVD
MADEIRA BEACH FL 33708-2285

WALKER TRUST
WALKER, JOHNNIE W TRE
10406 HAVESTIME PL
RIVERVIEW FL 33569

LARSEN, DAVID H
602 S ALBANY AVE
TAMPA FL 33606-2406

LARSEN, DAVID
602 S ALBANY AVE
TAMPA FL 33606-2406

KRETZSCHMER, JAN
KING, CARRIE
258 WILKES CT
BEAVERCREEK OH 45434-5737

GULF GARDEN MOTEL APT CONDO ASSN INC
14141 GULF BLVD
MADEIRA BEACH FL 33708-2234

MADEIRA BEACH, CITY OF
300 MUNICIPAL DR
MADEIRA BEACH FL 33708-1916

SHANNON MADEIRA PROPERTY LLC
9740 16TH ST N
ST PETERSBURG FL 33716-4210

DI MAGGIO, ANNE E
DI MAGGIO, JOSEPH J
130 SALERNO AVE
EAST HAVEN CT 06512-4242

SILENCE, CAROLYN
2353 CAMP INDIANHEAD RD
LAND O LAKES FL 34639-5288

GRIECO, DAVID P
GRIECO, ANGELA K
329 OVERBROOK DR
BELLEAIR FL 33756-2030

MIRASOLA, CHARLES
MIRASOLA, CARMELA
117-121 WOODBRIDGE AVE
WOODBIDGE ON L4L 9E3

CRIMALDI, ANTHONY
CRIMALDI, MICHELLE A
637 CAROLYN DR
BRUNSWICK OH 44212-2201

EQUITY TRUST CO
PO BOX 54714
CINCINNATI OH 45254-0714

RANKOVICH, DENI
RANKOVICH, LEANN
411 W JEFFERSON ST
GARDNER IL 60424-7014

GERSCH, HUBERT REV TRUS
GERSCH, HUBERT TRE
14001 GULF BLVD UNIT 209
MADEIRA BEACH FL 33708-2280

PLUNKETT, WILLIAM EUGENE II
PO BOX 1032
PLAINFIELD IN 46168-4132

MILOSEVIC, RADOVAN
MILOSEVIC, DJURDJEVKA
14001 GULF BLVD APT 409
MADEIRA BEACH FL 33708-2284

D J M A K LLC
14033 PLAM ST FRNT
MADEIRA BEACH FL 33708

NUCCI, KATHY L
DIBIAGIO, GULIETTA
305 MASTERS ST
THUNDER BAY ON P7B 6H2

EDWARD & KAREN SMITH LLC
11874 WALKER AVE
SEMINOLE FL 33772-7127

BAEZ, DULCE
12812 MIRAMAR PL
TAMPA FL 33625-4131

CLARK, ARTHUR J
14110 GULF BLVD APT 301
MADEIRA BEACH FL 33708-2252

FISCHER, CHERYL
FISCHER, TIMOTHY M
1275 HAWTHORNE RIDGE DR
BROOKFIELD WI 53045-4517

WATTS, JOHN
14141 GULF BLVD UNIT 23
MADEIRA BEACH FL 33708-2234

GMBH LEASE LTD
C/O GUILLEY, ROD
924 CORAL BLVD NW
NORTH CANTON OH 44720-6127

RRC PROPERTIES LLC
455 77TH AVE
ST PETERSBURG FL 33706-1703

KNEZICH, MATTHEW G
1851 SETON DR
CLEARWATER FL 33763-4148

MASTRO, JOSEPHINE
14010 GULF BLVD UNIT 204
MADEIRA BEACH FL 33708-2395

GRESK, WAYNE MICHAEL & CHRISTINE MARIE
TRUST
GRESK, WAYNE MICHAEL TRE
11559 S AVENUE J
CHICAGO IL 60617-7466

MIRASOLA, JOHN
MIRASOLA, SAM
10 NETTLES ST
WOODBIDGE ON L4H 0W7

MORGAN, LINDA D
20116 BAY CEDAR AVE
TAMPA FL 33647-3620

FOURNIER, MICHAEL J
FOURNIER, PAMELA PAPPAS
7633 MARYLAND AVE
SAINT LOUIS MO 63105-3803

MILLS, MICHAEL A
MILLS, DIANE M
4414 37TH AVE
ROCK ISLAND IL 61201-9214

JMTM HARMONY
7742 KATE BROWN DR
DUBLIN OH 43017-8330

GIBBONS, KEVIN J
GIBBONS, JANET Y
7923 QUAKER RD
ORCHARD PARK NY 14127-2016

BOGGS, DOREEN ANN
48 SHEPHERDS HOOK WAY
STAFFORD VA 22554-6549

SABA, HUSSAIN I
SABA, SABIHA R
PO BOX 1500
LUTZ FL 33548-1500

SLAMA, ROBERT
SLAMA, TETYANA
2509 TAHOE DR
LAKELAND FL 33805-9626

CARDINALE, JAMES D & BALINDA K TRUST
CARDINALE, JAMES D TRE
6411 WEATHERWOOD CIR
WESLEY CHAPEL FL 33545-4377

14120 PALM STREET LLC
7 PALM DR
KEY WEST FL 33040-6117

S F M B MAD BEACH PROPERTY LLC
405 S HOWARD AVE
TAMPA FL 33606-2035

WARD, WILLIAM ANDREW
4501 S TRASK ST
TAMPA FL 33611-2128

RUSSO FAMILY TRUST 7/13/98
2309 W 25TH ST
CHICAGO IL 60608-4907

BOTTOS, BRUNA
2-61 LAKE ST
GRIMSBY ON L3M 2G6

MADEIRA PLACE CONDO ASS
14001 GULF BLVD
MADEIRA BEACH FL 33708-2264

BITONTI, JOHN
BITONTI, PASQUALE
131 NORDEN CRESCENT
SAULT STE MARIE ON P6B 5P1

NARDI-CHICKLOWSKI, NANCY A
140 HUDSON ST
SPRINGFIELD MA 01118-1708

TRILLIUM CONDO THE ASSN
2181 INDIAN ROCKS RD S STE 1
LARGO FL 33774-1098

PONDA, ASHOK
PONDA, MEENA
14110 GULF BLVD APT 501
MADEIRA BEACH FL 33708-2244

ROBINS, BENJAMIN
ROBINS, JENNIFER LAUREN BAILEY
4415 W SAN RAFAEL ST
TAMPA FL 33629-5503

PAULITS, JAMES MATTHEW
536 WESTWIND DR
BERWYN PA 19312-1156

BASS, THEODORE
3102 W NAPOLEON AVE
TAMPA FL 33611-5223

CARSON, GWENDOLYN
8505 BLIND PASS DR
TREASURE ISLAND FL 33706-3417

CARTER-JONES, ANNE
4816 SHELL STREAM BLVD
NEW PORT RICHEY FL 34652-4443

CLEVELAND, ARTHUR BARTON
PO BOX 1153
PALOS VERDES ESTATES CA 90274-7953

SALSBURY-SMITH, P T
SMITH, JAMES H
593 NORMANDY RD
MADEIRA BEACH FL 33708-2315

KRAMER, LINDA L
KRAMER, DANIEL P
14010 GULF BLVD UNIT 402
MADEIRA BEACH FL 33708-2395

INTEGRATED PROPERTIES LLC
511 JOHNS PASS AVE
MADEIRA BEACH FL 33708-2388

GINGLE, MANFRED
TSATSAS, VASILIKI
14010 GULF BLVD UNIT 201
MADEIRA BEACH FL 33708-2395

CRUZ, HELEN
2702 W WOODLAWN AVE
TAMPA FL 33607-6823

HELM, BRUCE D
HELM, LORI
2216 GRAND CANYON CT
CARROLLTON TX 75006-1532

CABLE, LOUISA M LIVING TRUST
CABLE, LOUISA M TRE
PO BOX 977
FORT MONTGOMERY NY 10922-0977

SARGENT FAMILY IRREV TRUST
SARGENT, WILLIAM H II TRE
67 JEN CT
GRAND ISLAND NY 14072-1393

DE LISIO, ANTHONY D TRE
DE LISIO, RUTH E TRE
C/O DE LISIO, ANTHONY D TRE
10 SURREY LN
DANVERS MA 01923-2361

LOCK PROPERTIES LC
1951 BROWN DEER TRL
CORALVILLE IA 52241-1166

BARINAS, NORMA I
274 BUTTRICK AVE # K2
BRONX NY 10465-3175

DREIER, KEVIN J
DREIER, BEVERLEY J
16309 IDLEWOOD CT
WILDWOOD MO 63005-7009

SCHROEDER, EDWARD H
SCHROEDER, HAZEL P
519 161ST AVE
REDINGTON BEACH FL 33708-1658

WHITMIRE, CAROL S
WHITMIRE, DONALD E
106 CONGRESS DR
MECHANICSBURG PA 17050-9509

RADLEY, MICHAEL
1029 THE TERRACE
BLDG 6 STE 300
HAGERSTOWN MD 21742-3227

ELSBURY, MICHAEL J
ELSBURY, CHERAL E
1705 HAWTHORNE DR
PLAINFIELD IN 46168-1879

ESAMANN, DOUGLAS F
ESAMANN, KIMBERLY S
1425 STANLEY RD
PLAINFIELD IN 46168-2329

RUSKELL, TIMOTHY J & LINDA M LIV TRUST
RUSKELL, TIMOTHY J TRE
14010 GULF BLVD UNIT 302
MADEIRA BEACH FL 33708-2395

VISSICCHIO, CHARLES & SERAFINA JT REV
TRUST
VISSICCHIO, CHARLES TRE
4803 ARROWWOOD DR
TAMPA FL 33615-4932

VICTUS SOMNIUM LLC
11814 SUNCREST DR
WALTON KY 41094-9332

BARBAZZA, ESTERINA
BARBAZZA, CLAUDIO
140 OLD KING RD
BOLTON ON L7E 3J1

ZBIKOWSKI, ROBERT S & GERMAINE A LIV
TRUST
ZBIKOWSKI, ROBERT S TRE
36327 GLOUCESTER TRL
CLINTON TOWNSHIP MI 48035-1168

THE CITY OF MADEIRA BEACH, FLORIDA

AGENDA

PLANNING COMMISSION/LOCAL PLANNING AGENCY

The Planning Commission, serving as the Local Planning Agency of the City of Madeira Beach, Florida will meet in City Hall located at 300 Municipal Drive, Madeira Beach, Florida to conduct Public Hearings on the following City business listed and at the time indicated below.

7:00 P.M.

MONDAY, MARCH 11, 2013

AUDITORIUM

- I. CALL TO ORDER**
- II. ROLL CALL**
- III. APPROVAL OF THE MINUTES – None**
- IV. NEW BUSINESS:**

A. FIRST PUBLIC HEARING RELATING TO A DEVELOPMENT AGREEMENT

DEVELOPMENT AGREEMENT BETWEEN THE CITY OF MADEIRA BEACH AND GULFWATERS LAND DEVELOPMENT, LLC.: THE CITY OF MADEIRA BEACH INTENDS TO ENTER INTO A DEVELOPMENT AGREEMENT WITH GULFWATERS LAND DEVELOPMENT, LLC, TO BUILD A RESTAURANT ON PROPERTY GENERALLY LOCATED AT 14080 GULF BOULEVARD, MADEIRA BEACH, FL 33708, [PARCEL I.D. #10-31-15-34344-001-0010], AND LEGALLY DESCRIBED IN EXHIBIT A. THE PROPOSED BUILDING HEIGHT IS 32.83 FEET ABOVE THE BASE FLOOD ELEVATION (BFE). THE PROPOSED BUILDING IS ONE OCCUPANCY LEVEL OVER PARKING. THE DEVELOPMENT INTENSITIES OF THE SITE ARE AS FOLLOWS: A MAXIMUM GROSS BUILDING AREA OF 47.7%, A FLOOR AREA RATIO OF 49.2%, AN IMPREVIOUS SURFACE RATIO OF 64.9%, AN OPEN SPACE AREA OF 52.3%, A VEHICULAR USE AREA OF 51.5%, AND A LANDSCAPE AREA OF 22.3%. A TOTAL OF 54 PARKING SPACES ARE REQUIRED AND WILL BE PROVIDED ON-SITE AND THROUGH APPROVED OFF-SITE PARKING ARRANGEMENTS.

Notification Letters: 94

- V. MISCELLANEOUS**
- VI. ADJOURNMENT**

Any person who decides to appeal any decision of the Planning Commission serving as the Local Planning Agency with respect to any matter considered at this meeting will need a record of the proceedings and for such purposes may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The law does not require the City Clerk to transcribe verbatim minutes; therefore, the applicant must make the necessary arrangements with a private reporter or private reporting firm and bear the resulting expense. In accordance with the Americans with Disability Act and F.S. 286.26; any person with a disability requiring reasonable accommodation in order to participate in this meeting should call 727-391-9951 or fax a written request to 727-399-1131. Notice Posted: February 22, 2013

THIS MEETING IS TELEVISED LIVE ON CHANNEL 615

EXHIBIT "A"

LOT A, BLOCK A, SECOND ADDN. TO GULF SHORES, AS RECORDED IN PLAT BOOK 21, PAGE(S) 23-24, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, LESS THE SOUTHEASTERLY 63.66' TOGETHER WITH LAND, IF ANY THERE BE, LYING BETWEEN THE SIDELINE OF LOT A, (LESS THE SOUTHEAST 63 2/3 FEET THEREOF WHICH IS ADJACENT TO AND PARALLEL WITH THE NORTHWESTERLY LINE OF LOT 25, BLOCK "A") BLOCK "A", SECOND ADDN TO GULF SHORES, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 21, PAGES 23 AND 24, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, AS EXTENDED TO THE MEAN HIGH WATER LINE OF THE GULF OF MEXICO AS IT MAY EXIST FROM TIME TO TIME. AS RECORDED IN THE QUITCLAIM DEED, OFFICIAL RECORDS BOOK 14144, PAGE(S) 2327, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

Rosetti, Lynn

Modified:

Wed 2/20/2013 12:32 PM

Spoke with Jack Bodziak and Dennis at his office several times this morning. Went over the legal ad and the site data table with them between 10 and 10:30 a.m. to ensure correctness re the site plan. Told them I had until noon to get this info to the Tmes for the ad. Promised me review and updates within the hour. Did not hear from them and started calling at 11:40 a.m. No one answered either the office or Jack's cell phones. Ad went to the Times as required without revisions and/or clarifications. As of now, I have still not heard from Jack's office.

Called the Times and have assurances from them that I have until press proof review to make any changes.

DEUEL & ASSOCIATES

CONSULTING ENGINEERS * LAND SURVEYORS * LAND PLANNERS

CORPORATE OFFICE

565 South Hercules Avenue
Clearwater, FL 33764
Office (727) 822-4151
Fax (727) 821-7255

BRANCH OFFICE

Zephyrhills, FL 33541
Office (813) 782-6717

PLEASE REPLY TO CLEARWATER OFFICE

February 5, 2013

Lynn Rosetti, AICP
Community Development Director
City of Madeira Beach
300 Municipal Drive
Madeira Beach, Florida, 33708

RE: Madeira Beach Grille
Gulf Blvd. at 141 Street
Madeira Beach, FL.

Ms. Rosetti:

In response to the City's request for a review of plans for the proposed construction of a 5,604 SF Restaurant/Bar on Gulf Blvd. at 141 Street (PIN 10-31-15-34344-001-0010) and prepared by John A. Bodziak, we offer the following comments:

1. Please indicate on the plans that site improvements to the two parcels are to be done under separate permits.

➤ **02/05/2013 This has not been met.**
2. Is the address for the Restaurant/Bar parcel 14100 Gulf Boulevard as shown in the Parking Calculations on sheet A-0.0? If yes then this address should be on the Cover Page.

➤ **02/05/2013 Completed**
3. The required certified boundary survey must have been completed within one (1) year prior to filing and signed and sealed by a Florida Registered Professional Surveyor. Submitted survey prepared by R. L. Penny and Associates, Inc. is signed by John Bodziak, Architect.

➤ **02/05/2013 Not Included in Re-Submittal**
4. Where are the, 12 minimum, off-site parking spaces?

➤ **02/05/2013 Not Included in Re-Submittal**
5. Silt fences and other soil erosion control measures are required to be shown on the plans.

- **02/05/2013 These are required to be shown on the plans, not just a blank statement that they are required during construction. Not Included in Re-Submittal.**
- 6. Submit drainage calculations prepared, signed and sealed by a Florida Registered Engineer.
 - **02/05/2013 Not Included in Re-Submittal**
- 7. Approved SWFWMD permit is required.
 - **02/05/2013 Not Included in Re-Submittal**
- 8. Stormwater discharge to Gulf Boulevard will require an FDOT Drainage permit.
 - **02/05/2013 Not Included in Re-Submittal**
- 9. Stormwater outfall must not extend beyond the Coastal Construction Control Line.
 - **02/05/2013 Has been met**
- 10. Submit a Civil Site Plan with dimensions prepared, signed and sealed by a Florida Registered Engineer.
 - **02/05/2013 Civil Site Plan was not signed and sealed by a Florida Registered Engineer as required.**
- 11. Submit a site Lighting Plan to show the direction of illumination and light details.
 - **02/05/2013 Has Been Met**
- 12. Landscape calculations are required.
 - **02/05/2013 Not met; see Chapter 106 of the City's Code of Ordinances. Plan sheet L-0.0: what are the 'E', 'N' and 'R' next to the plant symbols?**
- 13. Show Visibility Triangles at egress/ingress to Gulf Blvd.
 - **02/05/2013 Visibility Triangles are now shown but nothing is visible below them (cad draworder).**
- 14. Sheet A-0.0: Please indicate on the plans what the "Proposed 5'-0" Easement To City" is for.
 - **02/05/2013 This has not been addressed.**
- 15. ALL utilities serving the proposed facility must be underground, please add a note to the plans and show connectivity.

- **02/05/2013 This has not been address or is unclear on the plans.**
- 16. A letter from the potable water provider stating that adequate capacity is available for the fire sprinkler demand requirements is required.
 - **02/05/2013 No letter was provided.**
- 17. A letter from the sanitary sewer service provider stating there is adequate capacity is required.
 - **02/05/2013 No letter was provided.**
- 18. Stacked parking spaces are not permitted.
 - **02/05/2013 This has not been addressed.**
- 19. Madeira incorrectly spelled on Cover Sheet.
 - **02/05/2013 Spelling has not been corrected.**
- 20. Additional comments 02/05/2013 :
 - **Parking Calculations: The space for the dumpster enclosure and the space in front of the enclosure cannot be used towards the parking count. Therefore, only 20 on-site spaces are provided rather than 22 as shown on plans.**
 - **Bicycle spaces need to be dimensioned.**
 - **Data table: Pervious concrete surface = 1,340.06 sf. In 'Site Area Calculations' Pervious concrete areas = 1,523.61 sf. Please clarify.**
 - **Site Area Calculations: Impervious Concrete Areas: What are 1,865.44 and 6,468 values?**
 - **ADA cross walks required along Gulf Blvd.**
 - **Offsite site grades required to demonstrate no impact to adjacent properties and positive drainage to beach.**
 - **Addition dimensions required on site plan.**
 - **Building Ties do not inconsistent**
 - **Stormwater outfall control structure details, percolation test, pond cross sections and stage storage calculations required.**
 - **Bathroom Pavilion encroaches adjacent property.**

Madeira Beach Grille
Gulf Blvd. at 141 Street
2/6/2013
Page 4

- **Show the irrigation connection to the existing reclaim service.**
- **Irrigation Plan shows 3 zones but the site appears to have 4 zones.**

If you have any questions, or need additional information, please call me at (727) 822-4151.

Sincerely,
DEUEL & ASSOCIATES

A handwritten signature in black ink, appearing to read "Albert Carrier".

Albert Carrier, P.E., PSM
Principal

MADEIRA BEACH BOARD OF COMMISSIONERS**August 15, 2012 – AGENDA REPORT**

PREPARED BY: Lynn Rosetti, AICP, Community Development Director

SUBJECT: **Update and review of the preliminary site plan regarding the proposed Madeira Beach Restaurant / Bar and Grille at 14100 Gulf Boulevard.**

BACKGROUND: A number of months ago, the Board of Commissioners and Jack Bodziak representing the ownership of 14100 Gulf Boulevard began discussions this property as a restaurant / bar and grill. The preliminary site plan included with this report is the result of these on-going discussions. This preliminary site plan has been reviewed for zoning and civil engineering compliance, and the applicant has modified the preliminary site plan based on these comments. It has been attached for discussion purposes.

DISCUSSION: During the preliminary site plan review process, comments were provided to the applicant and corrections were made. One of the issues involves inadequate on-site parking. The applicant is preparing an off-site parking proposal for 10 parking spaces on commercial property owned by the applicant across the street from 14100 Gulf Boulevard. At this time, variance to the parking requirements will be necessary because of the site constraints at 14100 Gulf Boulevard.

In addition, over the past few months, the applicant has been discussing offering the City a five-foot easement on the south side in order to provide for upgraded parking facilities at the adjoining Kitty Stuart Park. These discussions have included the applicant's willingness to provide Kitty Stuart Park upgrades to parking, landscaping, and public restroom facilities.

It has been determined by the City Attorney that the finalization of this site plan should include the preparation of a development agreement between the applicant and the City specific to this project. In this manner, all of the issues relating to specific conditions of approval, off-site parking, adequate parking for the proposed restaurant / bar and grille, the five-foot easement, and Kitty Stuart Park upgrades can be adequately and properly addressed through the development agreement process.

STAFF

RECOMMENDATION: Staff recommends that the Board of Commissioners provide direction to staff regarding the preparation of a development agreement relating to the development of a restaurant / bar and grille at 14100 Gulf Boulevard. Such a development would be

prepared in accordance with F.S. 163.3227 and Madeira Beach Ordinance 1181 pertaining to development agreements.

ATTACHMENTS:

Preliminary site plan for a restaurant / bar and grille at 14100 Gulf Boulevard.

AGENDA ITEM: 4I

**SITE PLAN REVIEW COMMENTS
MADEIRA BEACH GRILLE
14100 GULF BOULEVARD**

Cover Page (Page CO)

Cabanas are shown on the cover illustration. Please address if these are an anticipated part of the restaurant/bar being proposed as it may equate to additional parking requirements based on either the square footage or seats provided.

Replace survey shown with new survey to avoid confusion.

In the title, please add "**Avenue**" after 141st (it looks like you are saying 141 St.)

Architectural Site Plan (Page A-0.0)

Correct **ownership box** – some of the **letters are unreadable**.

Data Table:

- Lot Area "Allowed" for restaurant/bar usage is **5,000 S.F. minimum** rather than 4,000 S.F. minimum.
- Please add percentages under proposed:

Building Footprint	39.7%
Gross Building Area	37.1%
Usable Building Area	34.5%

Site Data Table:

- Setbacks please add:

East Side (front)
West Side (rear)
South Side (side)
North Side (side)
- Please add a notation regarding the total width required is 33% of the lot width which in this case equates to the following (Section 110-231)(b)(2):

Total Lot Width:	117.17 feet
Total Side Setback:	38.66 feet required
	38.56 feet provided (currently)

Pervious Concrete: Not sure of the allowance you may have here – will defer to civil engineer's review. If this can count for anything, please note the percent of permeability ascribed to it. In my experience, this has not been afforded much permeability because over time the permeability decreases.

Parking

- Restaurant Use – the required parking is based on seats rather than square footage. The formula is one(1) parking space per four (4) seats.

- Kitty Stuart Park – I am not sure how this will be accomplished. It seems like the applicant will need a shared parking agreement with the City pursuant to Section 110-956, *Shared Parking Facilities*.
- What and where are the existing residential spaces?
- Motorcycle Parking Spaces – these are not provided for in the parking regulations. As such, you cannot use them as credit related to the number of spaces being provided, unless it is agreed upon through other means, such as a development agreement.
- Off-site parking will need to be specified and provided for as outlined in Section 110-955, *Method of providing required parking*, of the City Code.
- Pool and Deck area fall under Recreation Areas Associated With Private Facilities in parking calculation table. The parking ratio is one (1) parking space per 200 square feet of pool and deck area. Although not addressed specifically, the cabana area may also need to be looked at as an extension of the pool deck area.

Civil and Utility Plan (Page C-0.0) and Proposed Drainage Plan (Page D-1)

To be provided by Al Carrier, Deuel and Associates. I am expecting those comments this afternoon as discussed.

Landscape Plan (Page L-0.0)

What ground cover material is being provided? I do not recommend St. Augustine grass as it is not salt tolerant. Both Bermuda and Bahia grasses are both native and salt tolerant. They are also much more drought tolerant than St. Augustine.

I need to finish working out the native/drought tolerant percentages as required by code. Will send further landscape comments relating to species shortly.

DEUEL & ASSOCIATES

CONSULTING ENGINEERS * LAND SURVEYORS * LAND PLANNERS

CORPORATE OFFICE

565 South Hercules Avenue
Clearwater, FL 33764
Office (727) 822-4151
Fax (727) 821-7255

BRANCH OFFICE

Zephyrhills, FL 33541
Office (813) 782-6717

PLEASE REPLY TO CLEARWATER OFFICE

August 2, 2012

Lynn Rosetti, AICP
Community Development Director
City of Madeira Beach
300 Municipal Drive
Madeira Beach, Florida, 33708

RE: Madeira Beach Grille
Gulf Blvd. at 141 Street
Madeira Beach, FL.

Ms. Rosetti:

In response to the City's request for a review of plans for the proposed construction of a 5,604 SF Restaurant/Bar on Gulf Blvd. at 141 Street (PIN 10-31-15-34344-001-0010) and prepared by John A. Bodziak, we offer the following comments:

1. Please indicate on the plans that site improvements to the two parcels are to be done under separate permits.
2. Is the address for the Restaurant/Bar parcel 14100 Gulf Boulevard as shown in the Parking Calculations on sheet A-0.0? If yes then this address should be on the Cover Page.
3. The required certified boundary survey must have been completed within one (1) year prior to filing and signed and sealed by a Florida Registered Professional Surveyor. Submitted survey prepared by R. L. Penny and Associates, Inc. is signed by John Bodziak, Architect.
4. Where are the, 12 minimum, off-site parking spaces?
5. Silt fences and other soil erosion control measures are required to be shown on the plans.
6. Submit drainage calculations prepared, signed and sealed by a Florida Registered Engineer.
7. Approved SWFWMD permit is required.
8. Stormwater discharge to Gulf Boulevard will require an FDOT Drainage permit.
9. Stormwater outfall must not extend beyond the Coastal Construction Control Line.

Madeira Beach Grille
Gulf Blvd. at 141 Street
8/2/2012
Page 2

10. Submit a Civil Site Plan with dimensions prepared, signed and sealed by a Florida Registered Engineer.
11. Submit a site Lighting Plan to show the direction of illumination and light details.
12. Landscape calculations are required.
13. Show Visibility Triangles at egress/ingress to Gulf Blvd.
14. Sheet A-0.0: Please indicate on the plans what the "Proposed 5'-0" Easement To City" is for.
15. ALL utilities serving the proposed facility must be underground, please add a note to the plans and show connectivity.
16. A letter from the potable water provider stating that adequate capacity is available for the fire sprinkler demand requirements is required.
17. A letter from the sanitary sewer service provider stating there is adequate capacity is required.
18. Stacked parking spaces are not permitted.
19. Madeira incorrectly spelled on Cover Sheet.

If you have any questions, or need additional information, please call me at (727) 822-4151.

Sincerely,
DEUEL & ASSOCIATES



Albert Carrier, P.E., PSM
Principal

SPR 2013-01: GULF GRILL ON MADEIRA

Site Plan Review: Gulf Grill on Madeira Beach
14080 Gulf Boulevard
Madeira Beach, FL 33708

Property Owner: Anchorage Bay, LLC
13336 Central Avenue
Tampa, FL 33612

Developer: Gulfwaters Land Development, LLC ~~(A Florida LLC)~~

Tampa, FL 33612

Request: Site Plan Review for a 6,923.6 sq. ft. beach front restaurant

Location: 14080 Gulf Boulevard

Zoning: R-3, Medium Density Multifamily Residential

Adjacent Property Uses: North: Arena de Madeira (a residential condominium)
South: Kitty Stuart Park (City Park)
East: Gulf Boulevard / Varied Commercial Uses
West: Public Beach / Gulf of Mexico

Site Area: Approximately 14,059 sq. ft. / 0.32 acres MOL

Flood Zone: VE, Elevations 13 and 14, and AE, Elevation 13. Community Panel No. 125127-0191-G. Revised Map Dated September 3, 2003.

Site Legal: Lot A, Block A, Second Addition to Gulf Shores, as recorded in Plat Book 21, page(s) 23-24, Public Records or Pinellas County, Florida, less the southeasterly 63.66 feet together with land, if any there be, lying between the sideline of Lot A (less the southeast 63 2/3 feet thereof which is adjacent to and parallel with the northwesterly line of Lot 25, Block "A"), Block "A", second addition to Gulf Shores, according to the plat thereof recorded in Plat Book 21, pages 23 and 24, Public Records of Pinellas County, Florida, as extended to the mean high water line of the Gulf of Mexico as it may exist from time to time. As recorded in the Quitclaim Deed, Official Records Book 14144, Page(s) 2327, Public Records of Pinellas Country, FL. Parcel I.D. #10-31-15-34344-001-0010

Description: Applicant is seeking to develop subject property as a 6,583 square foot restaurant. The Planning Commission is scheduled to hold its review and the first public hearing on this proposed development agreement on March 11, 2013 at 7:00 p.m. The Board of Commissioners is scheduled to hold its review and the second public hearing on this development agreement on April 9, 2012 at 6:00 p.m.

Professional civil plan review services have been provided by the following consultant on behalf of the City of Madeira Beach:

Site Information:

The following site data table comes from the reviewed site plan and provides an encapsulated overview of the proposed project.

Site Data Table

	Existing Conditions Allowed /Required Minimum Regulations	R-3 Regulations Allowed/Required	R-3 Regulations Proposed
Zoning	R-3 Medium Density Multifamily Residential	R-3 Medium Density Multifamily Residential	R-3 Medium Density Multifamily Residential
Future Land Use	RFM Resort Facilities Medium	RFM Resort Facilities Medium	RFM Resort Facilities Medium
Usage	Vacant Property	Restaurant (Permitted Use)	Restaurant (6,923.6 square feet area)
Lot Area	14,059 sq. ft. 0.32 acres	14,059 sq. ft. 0.32 acres	14,059 sq. ft. 0.32 acres
Lot Width	117.17 ft. (Existing)	40.0 ft. (Minimum Required)	117.17 ft. (Provided)
Lot Depth	120.0 ft. (Existing)	80.0 ft. (Minimum Required)	120.0 ft. (Provided)
Building Coverage (sq. ft. & % of gross site)	Vacant	7,732.45 sq. ft. 55.0 % (Maximum)	6,703.3 sq. ft. 47.7 %
Gross Floor Area (Sq. ft.) FAR (Floor Area Ratio)	Vacant	7,732.45 sq. ft. 0.55% FAR (Maximum)	6,923.6 sq. ft. 49.2% FAR
Setbacks:			
Front (north)	25 ft.	25 ft.	25.0 ft.
Side (south)	20 ft.	20 ft. min/see*	15.9 ft./Hotel 235 ft./Hotel
Side (north)	20 ft.	20 ft. min/see*	246 ft.
Side (east)	20 ft.	20 ft. min/see*	
Total side combined*	38.67 ft. total / 10 ft. minimum	38.67 ft. total / 10 ft. minimum	38.67 ft. total
Rear (south)	Setback shall be landward of the CCCL	Setback shall be landward of the CCCL	12.42 ft. landward of the CCCL
Building Height	Vacant (40 ft./3 stories - BFE)	40 ft. or 3 stories above BFE	32. (Allowed)
Vehicular Use Area (V.U.A.)	2,207 sq. ft. 3%	6,698 sq. ft. 10% minimum	23,107 sq. ft. 34%
Impervious Surface Area (ISR)	0sq. ft. 0.00 ISR	9,489.9 sq. ft. 0.67.5 ISR	56,721 sq. ft. 0.85 ISR
Open Space (sq. ft. and % Of gross site)	14,059 sq. ft. 100%	sq. ft. %	sq. ft. %
Parking Lot Interior Landscape (sq. ft. and % of V.U.A.)	Vacant (Not Applicable)	sq. ft. %	sq. ft. %
Parking	0 spaces required	54 spaces required	spaces provided
Parking Calculations/Notes: 90 tourist room/suite @ 1 space/room = 90 spaces 26 boat slips @ 0.5 spaces/boat slip (non-live aboard) = 13 spaces 103 spaces required Allowable compact spaces = 20% (106 x 20%) = 21.2 spaces allowed			

Conditions of Approval:

1. Approval of the related development agreement pertaining to the site development of the subject property as described and depicted in the approved site plan (SPR-2013-01).
2. Where necessary to accommodate proposed development, the applicant shall be responsible for the removal and/or relocation of any and all public utilities located on the subject site, including the granting of easements as may be required. This is regardless of whether the public utilities are known at the time of site plan approval or discovered subsequent to such approval. Any required relocation will require approval from the City's Community Services Department.
3. All construction associated with this project shall be subject to the current requirements of the Florida Building Code, Madeira Beach's land development regulations, the Florida Fire Prevention Code, all other technical codes adopted by the City of Madeira Beach, and FEMA.
4. All on-site construction activities related to erosion control shall be applied as required by the Florida Building Code and the Madeira Beach Code of Ordinances.
5. Proof of SWFWMD approval or exemption of the drainage retention plan is required prior to building permits being issued.
6. Final approval of the City's consulting engineer of the site plan prior to building permits being issued.
7. Final approval of the Community Services Director of the plans for solid waste collection prior to building permits being issued.
8. The dedication of a five (5) foot easement to the City of Madeira Beach for the expansion of additional City metered parking at Kitty Stuart Park by the developer. Proof of recordation of the approved easement is required prior to a Certificate of Occupancy being issued. The developer shall be responsible for the costs associated with the related improvements on City parkland including but not limited to paving and landscaping.
9. Final approval of the Community Development Department and the City's consulting civil engineer for the site's compliance with the approved site plan prior to the Certificate of Occupancy being issued.
10. The developer shall provide revised plans or redline current plans to adjust ... The developer shall also provide revised plans or redline current plans in response to the City's consulting reviewer's comments which were submitted to the developers on ... Such revisions are required to be provided to the Community Development Department no later than March 29, 2013. *[Provided September 19, 2012.]*
11. The proposed restaurant – liquor license stuff / define restaurant with 60% food to 40% alcoholic beverage requirement. *[Show the Code citation.]*
12. Regarding the abutting Kitty Stuart Park, please note that this is a metered parking lot developed for public use. The park and parking lot hours for Kitty Stuart Park, at 141st Avenue and Gulf Boulevard, will be from 6 a.m. to 10 p.m. and subject to the regulations listed in section 66-72 with the exception of subsections (4) and (6). *[Show Code citation.]*

Approved _____

Date _____

Sec. 110-527. - Classifications.

(d) *Restaurants.* A restaurant is an establishment where beer, or beer and wine, or beer, wine and liquor are sold for consumption on the premises, or for consumption on the premises and package sales, in connection with a restaurant business wherein the combined gross sales of the business operation are more than 60 percent attributable to the sale of food and nonalcoholic items.

Sec. 110-530. - Alcoholic beverage districts, restrictions and distance requirements.

(b) *R-3 districts.* Only restaurant establishments as defined in section 110-527 shall be allowed in any district zoned R-3 within the city.

Sec. 110-531. - Application for zoning of lot for sale of alcoholic beverages.

Whenever any owner, lessee or tenant desires to have any lot, plot or tract of land zoned for the sale of alcoholic beverages, such person shall complete and file their application form with the city manager or his designate, which application shall contain the following:

(1) The name and address of the applicant, and the owner's written approval if property ownership is other than the applicant. The name and address of the owner of the alcoholic beverage license, if any.

(2) The legal description or survey of property describing the portion of the lot, plot or tract of land to be utilized for the sale of alcoholic beverages.

(3) A site plan shall be submitted with the application which shall show the proposed building location, size and height, off-street parking facilities and ingress and egress from adjoining streets. The applicant shall also submit a frontal (street side) elevation or an architectural rendering or recent photograph of the main structure.

(4) A signed certificate and drawing prepared by a state registered engineer or land surveyor depicting the location of an established church, synagogue, temple or place of religious worship, public or private school operated for the instruction of minors, and youth recreation (community) centers within 500 feet. The drawing shall carry the following certification:

"This is to certify that all the measurements are in compliance with the provisions of this Code and are true and accurate portrayals of all actual distances."

This requirement shall also apply only to package stores (beer and wine), package stores (beer, wine and liquor), clubs, and bars.

(5) The alcoholic beverage classification desired for the lot, plot or tract shall be one of the classifications set forth in section 110-527

(6) Payment of a non-refundable \$500.00 application fee.

(7) At the time of application, the applicant shall address in writing the five factors enumerated in section 110-532

Sec. 110-532. - Consideration of alcoholic beverage application.

When considering the alcoholic beverage application, the board of commissioners shall consider the following factors:

- (1) The extent to which the location and the extent to which the proposed alcoholic beverage request will adversely affect the character of the existing neighborhood.
- (2) The extent to which traffic generated as a result of the location of the proposed alcoholic beverage request will create congestion or present a safety hazard.
- (3) Whether or not the proposed use is compatible with the particular location for which it is proposed.
- (4) Whether or not the proposed use will adversely affect the public safety.
- (5) No application for review under this section shall be considered until the applicant has paid in full any outstanding charges, fees, interest, fines or penalties owed by the applicant to the city under any section of the Code.

Sec. 110-539. - Application processing and fees.

(a) When and at such time as the application has been accepted, the city clerk shall notify abutting property owners within 300 feet of the property, setting forth the time, date and place of the application consideration by the board of commissioners. This notice will be 15 days prior to the regular meeting of the board of commissioners. Notice shall also be posted on the property itself in the same manner. Failure to notify all of the abutting property owners as shown on the records of the county property appraiser office shall not constitute grounds for re-advertising, conducting additional meetings, and shall not affect any action or proceeding on the application for alcoholic beverage sales.

(b) The city manager is authorized to charge an application fee of \$500.00 for processing the application.

Kitty Stuart Parking Revenues

	Fiscal Year 2018	Fiscal Year 2019	Fiscal Year 2020	Fiscal Year 2021	Fiscal Year 2022
October	564.00	273.05	451.25	-	7,909.65
November	376.00	217.85	306.25	-	6,704.69
December	305.20	386.25	31.25	-	7,590.88
January	139.50	256.50	111.13	-	6,386.85
February	642.00	699.00	267.84	5.00	7,547.60
March	704.50	1,003.75	-	5,815.61	11,481.30
April	973.00	1,006.50	-	9,611.13	9,237.50
May	746.00	940.75	-	10,286.44	9,570.45
June	1,357.00	966.25	-	9,326.08	9,679.15
July	1,374.80	840.00	-	8,239.54	10,323.00
August	803.15	532.50	-	6,836.41	7,506.00
September	171.75	616.25	-	6,300.64	5,775.00
Meter Totals	\$ 8,156.90	\$ 7,738.65	\$ 1,167.72	\$ 56,420.85	\$ 99,712.07
Sales Tax	\$ 533.63	\$ 506.27	\$ 76.39	\$ 3,691.08	\$ 6,523.22
Revenue	\$ 7,623.27	\$ 7,232.38	\$ 1,091.33	\$ 52,729.77	\$ 93,188.85





Gulf Beaches Public Library Budget 2023-2024

Township Allocations

Population Stats:

Madeira Beach 3,850
 North Redington Beach 1,470
 Redington Beach 1,350
 Redington Shores 2,143
 Treasure Island 6,548
Total 15,361

Percentages per City/Town:

Madeira Beach: $3,850/15,361 = 25\%$
 North Redington Beach: $1,470/15,361 = 10\%$
 Redington Beach: $1,350/15,361 = 9\%$
 Redington Shores: $2,143/15,361 = 14\%$
 Treasure Island: $6,548/15,361 = 42\%$

Calculation:

Expenses Total: \$596,263. (From itemized budget sheet)
 Minus revenue coming in: \$223,300. (PPLC and Copy Machine) is:
\$596,263 - \$223,300. = \$372,963 (the proposed budget amount to be divided by towns)

Final Annual Dollar Amounts Due per City/Town:

Madeira Beach 25% of \$372,963 = **\$93,240.75**
 North Redington Beach 10% of \$372,963 = **\$37,296.30**
 Redington Beach 9% of \$372,963 = **\$33,566.67**
 Redington Shores 14% of \$372,963 = **\$52,214.82**
 Treasure Island 42% of \$372,963 = **\$156,644.46**

Totals \$372,963.

Gulf Beaches Public Library Budget 2023-2024 (with Comparison)

	Budget 2022-2023	Budget 2023-2024
REVENUES		
COPY MACHINE	\$2,265	\$3,300
PINELLAS PUB. LIB. CORP.	\$220,000	\$220,000
EXPENSES		
SALARIES AND WAGES w/ COLA	\$284,265	\$295,665
FICA	\$21,746	\$22,856
SEP	\$16,194	\$16,842
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	\$3,490	\$8,825
TBLC – ILL/OCLC	\$600	\$800
TRAVEL AND TRAINING/EDUCATION	\$2,000	\$6,000
TELEPHONE AND INTERNET	\$16,500	\$16,500
POSTAGE	\$460	\$400
UTILITIES	\$3,000	\$4,000
ELECTRICITY	\$12,000	\$12,000
RENTALS AND LEASES	\$4,500	\$4,500
GENERAL INSURANCE	\$24,500	\$35,000
BUILDING MAINTENANCE	\$8,500	\$8,500
GROUNDS MAINTENANCE	\$0	\$3,000
OTHER MAINTENANCE	\$2,000	\$3,000
OFFICE SUPPLIES	\$4,000	\$4,000
DEPARTMENTAL SUPPLIES	\$8,000	\$8,000
DUES AND SUBSCRIPTIONS	\$1,600	\$6,600
CAPITAL IMPROVEMENTS	\$0	\$10,000
LIBRARY BOOKS	\$40,000	\$35,000
LIBRARY REFERENCE SOURCES	\$9,000	\$9,000
LIBRARY AUDIOBOOKS	\$5,500	\$5,500
LIBRARY DVDS	\$8,500	\$8,500
LIBRARY SUBSCRIPTIONS	\$3,700	\$5,700
CONTINGENCY	\$3,000	\$3,000
EBOOKS AND ELECTRONIC CONTENT	\$10,000	\$15,000
COMMUNITY OUTREACH		\$2,500
TOTAL EXPENSES	\$538,630	\$596,263



MEMORANDUM

Date: May 24, 2023
To: Board of Commissioners
From: Robin I. Gomez, City Manager
Subject: DISCUSS GULF BEACHES LIBRARY BUDGET FY 24

Background

BOC to review and discuss Gulf Beaches Library FY 24 budget.

Discussion:

Gulf Beaches Library Budget:

FY 23	\$538,630		
FY 24	\$596,263	\$57,633	10.7% Increase-attributed to increases in salaries, contractual service, travel/training education, utilities, general insurance, grounds and other maintenance, and capital

Revenues are from the 5 member cities/towns (MB, Treasure Island, Redington, Redington Bch, Redington Shores) that in aggregate will contribute: \$372,963 (see below calculations). The Pinellas Public Library Cooperative (PPLCP) funding and copy machine fees will add \$223,300 in revenue.

Each of the 5 member cities/towns, pays a portion of the budget based on population data, as a percentage of the total 5 member cities/towns' population:

Population Stats:

Madeira Beach 3,850
 North Redington Beach 1,470
 Redington Beach 1,350
 Redington Shores 2,143
 Treasure Island 6,548
Total 15,361

Percentages per City/Town:

Madeira Beach: $3,850/15,361 = 25\%$
 North Redington Beach: $1,470/15,361 = 10\%$
 Redington Beach: $1,350/15,361 = 9\%$
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 Treasure Island: $6,548/15,361 = 42\%$

Fiscal Impact

Final Annual Dollar Amounts Due per City/Town:

Madeira Beach 25% of \$372,963 = **\$93,240.75**

North Redington Beach 10% of \$372,963 = **\$37,296.30**

Redington Beach 9% of \$372,963 = **\$33,566.67**

Redington Shores 14% of \$372,963 = **\$52,214.82**

Treasure Island 42% of \$372,963 = **\$156,644.46**

City of Madeira Beach Gulf Beaches Library Contribution:

FY 22	\$76,359		
FY 23	\$68,034	(\$8,325)	10.9% Reduction
FY 24	\$93,240.75	\$25,206.75	37.1% INC

Recommendation:



Memorandum

Meeting Details: February 8, 2023

Prepared For: Mayor & Board of Commissioners

From: Megan Wepfer, Public Works Director

Subject: RFP #2023-03 Gulf Ln Roadway & Beach Access Improvements

Background

The City of Madeira Beach advertised a request for proposals (RFP) for Gulf Lane, 135th to 130th Beach Accesses improvements, Johns Pass Park Parking lot improvements, and a roadway repair at Boca Ciega Ave and 131st Ave on March 29th at 8:00 AM. A mandatory pre bid meeting was held at City Hall on April 18th covering the project as a whole and answering any questions contractors had. There were four (4) companies in attendance at the mandatory pre bid meeting; Ajax, Keystone Excavators, Gibbs and Register, and Kamminga & Roodvoets (K & R). Due to a few clarifications the bid opening date was originally scheduled for May 4th at 10:00 AM but moved to May 11th at 10:00 AM allowing for extra time to properly submit a bid. The bid opening was held at City Hall on May 11th at 10:00 AM where Al Carrier, city engineer and I publicly read and recorded the bid tabulation, in attendance was a representative from Keystone Excavators, representative from K & R, and Allie, public works administrative assistant. Ajax dropped their bid prior to the opening but did not stay for the opening. Gibbs and Register attended the pre bid meeting but did not submit a proposal for the project.

The bids were broken down into four (4) sections along with an option for a different type of asphalt in the event materials are not available. The sections were Gulf Lane, Johns Pass Park, Boca Ciega Ave, Beach accesses 135th to 130th all added together for an overall cost. After the public bid opening, staff and the engineer reviewed the bid submittals for any errors in calculations and ensured all documents were submitted properly. After review Keystone Excavators submitted the lowest bid for the base project (Gulf Lane) and the lowest overall. Per the RFP the awarded contract will be made for the

combination of the base bid and alternate bid items in the best interest of the City of Madeira Beach, however, unless otherwise specified all work awarded will be awarded to only one contractor (Pg 11).

Fiscal Impact

Staff has \$2.5 million budgeted in FY 23's budget for Gulf Lane and Beach Access and \$450,000 for Johns Pass Park Parking Lot.

Recommendation(s)

Staff recommends approving the contract with Keystone Excavators for Gulf Lane Roadway & Beach Access Improvements.

Attachments

- Keystone Excavators Bid Submittal
- Ajax Bid Submittal
- Kamminga & Roodvoets (K & R) Bid Submittal
- Bid Opening Sign in Sheet
- Bid Tabulation

SECTION V CONTRACT DOCUMENTS

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BOND NUMBER: _____

CONTRACT BOND

(1)

STATE OF FLORIDA

COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS: That we _____ as
Contractor and _____ (Surety)
whose home address is _____

HEREINAFTER CALLED THE "Surety", are held and firmly bound into the City of Madeira Beach,
Florida (hereinafter called the "Owner") in the penal sum of:
_____ Dollars (\$ _____)
for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns
for the faithful performance of a certain written contract, dated the _____ day of
_____, 20____, entered into between the Contractor and the City of Madeira Beach for:

GULF LANE ROADWAY & BEACH ACCESS IMPROVEMENTS RFP #2023-03**PROJECT CONTRACT #A314303000**

a copy of which said contract is incorporated herein by reference and is made a part hereof as if fully
copied herein.

NOW THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that if the Contractor shall in all respects comply with the terms and conditions of said Contract, including the one (1) year guarantee of material and labor, and his obligations thereunder, including the Contract Documents (which include the Advertisement for Bids, Form of Proposal, Form of Contract, Form of Surety Bond, Instructions to Bidders, General Conditions and Technical Specifications) and the Plans and Specifications therein referred to and made a part thereof, and such alterations as may be made in said Plans and Specifications as therein provided for, and shall indemnify and save harmless the said Owner against and from all costs, expenses, damages, injury or conduct, want of care or skill, negligence or default, including patent infringements on the part of the said Contractor agents or employees, in the execution or performance of said Contract, including errors in the Plans furnished by the Contractor, and further, if such "Contractor" or "Contractors" shall promptly make payments to all persons supplying him, them, or it, labor, material, and supplies used directly or indirectly by said Contractor, Contractors, Sub-Contractor, or Sub-Contractors, in the prosecution of the work provided for in said Contract, this obligation shall be void, otherwise, the Contractor and Surety jointly and severally agree to pay to the Owner any difference between the sum to which the said Contractor would be entitled on the completion of the Contract, and that which the Owner may be obliged to pay for the completion of said work by contract or otherwise, and any damages, direct or indirect, or consequential, which said Owner may sustain on account of such work, or on account of the failure of the said Contractor to properly and in all things, keep and execute all the provisions of said Contract.

CONTRACT BOND

(2)

And the said Contractor and Surety hereby further bind themselves, their successors, executors, administrators, and assigns, jointly and severally, that they will amply and fully protect the said Owner against, and will pay any and all amounts, damages, costs and judgments which may be recovered against or which the Owner may be called upon to pay to any person or corporation by reason of any damages arising from the performance of said work, or of the repair or maintenance thereof, or the manner of doing the same, or the neglect of the said Contractor or his agents, or servants, or the improper performance of the said work by the Contractor or his agents, or servants, or the infringements of any patent rights by reason of the use of any material furnished or work done; as aforesaid, or otherwise.

And the said Contractor and Surety hereby further bind themselves, their successors, heirs, executors, administrators, and assigns, jointly and severally, to repay the Owner any sum which the Owner may be compelled to pay because of any lien for labor material furnished for the work, embraced by said Contract.

And the said Surety, for the value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder, or the Specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract, or to the work, or to the Specifications.

IN TESTIMONY, WHEREOF, witness the hands and seals of the parties hereto this _____ day of _____, 20__.

CONTRACTOR

By: _____

ATTEST:

SURETY

By: _____

ATTORNEY-IN-FACT

WITNESS:

COUNTERSIGNED:

CONTRACT

(1)

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 his or 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:

GULF LANE ROADWAY & BEACH ACCESS IMPROVEMENTS RFP #2023-03

PROJECT CONTRACT #A314303000

in the amount of \$ _____

In accordance with such proposal and technical supplemental specifications and such other special provisions and drawings, if any, which will be submitted by the City, together with any advertisement, instructions to bidders, general conditions, proposal and 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, 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 HIS OR IT'S 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 SUB-CONTRACTORS, AGENTS, SERVANTS, OR EMPLOYEES RESULTING FROM ACTIVITIES BY THE AFOREMENTIONED CONTRACTOR, SUB-CONTRACTORS, AGENTS, SERVANTS, OR EMPLOYEES.

CONTRACT

(2)

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 nondiscrimination 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 his or its 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.

CONTRACT

(3)

The successful bidder/contractor will be required to comply with Section 119.0701, Florida Statutes (2013), 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.

CONTRACT

(3)

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: _____
Robin Ignacio Gomez,
City Manager

(SEAL)

Attest:

Countersigned:

Clara VanBlargan
City Clerk

By: _____
James Rostek,
Mayor

Approved as to form:

City Attorney

(Contractor must indicate whether Corporation,
Partnership, Company or Individual.)

(Contractor)

By: _____ (SEAL)

(The person signing shall, in his own handwriting, sign the Principal's name, his own name, and his title; where the person is signing for a Corporation, he must, by Affidavit, show his 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 he is 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:

GULF LANE ROADWAY & BEACH ACCESS IMPROVEMENTS RFP #2023-03**PROJECT CONTRACT #A314303000**

That said work has now been completed and the Contractor has paid and discharged all sub-contractors, laborers, and material men 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 he 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:

PRESIDENT

PROPOSAL BOND

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

KNOWN ALL MEN BY THESE PRESENTS: That we, the undersigned, Keystone Excavators, Inc.
 _____ as Principal, and The Ohio Casualty Insurance Company
 _____ as Surety, who's address is 9721 Executive Center Dr., Ste 105
St. Petersburg, FL 33702, are held and firmly bound unto the City
 of Madeira Beach, Florida, in the sum of TWO HUNDRED EIGHTEEN THOUSAND EIGHT HUNDRED
NINETY DOLLARS AND THIRTY-FIVE CENTS Dollars
 (\$ 218,840.35) (being a minimum of 10% 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 Keystone Excavators, Inc.
 _____ as Principal, and The Ohio Casualty Insurance Company as Surety,
 for work specified as: Gulf Lane Drainage and Roadway Improvements
RFP #2023-03, #A314303000

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 Proposal Bond will be paid to the City as stipulated or liquidated damages.

Signed this 1st day of May, 2023.

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

Keystone Excavators, Inc.

Principal

By: 

Title Jeff Truxton, Vice President

The Ohio Casualty Insurance Company


 Surety Warren M. Shrum, Jr. Attorney in fact

(The person signing shall, in his own handwriting,
 sign the Principal's name, his own name, and his title;
 where the person is signing for a Corporation, he
 must, by Affidavit, show his authority to bind the
 Corporation).



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Item 4G.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8208239-975068**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Warren M. Shrum, Jr.; Warren M. Shrum, III

all of the city of Palm Harbor state of FL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 5th day of July, 2022.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY

On this 5th day of July, 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 1st day of May, 2023.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

AFFIDAVIT

STATE OF FLORIDA)

COUNTY OF PINELLAS)

JAMIE K. FORNWALT being duly sworn, deposes and says that he/she is
 Secretary of KEYSTONE EXCAVATORS, INC.
 a corporation organized and existing under and by virtue of the laws of the State of Florida, and
 having its principal office at:

371 SCARLET BLVD.

(Street & Number)

OLDSMAR

(City)

PINELLAS

(County)

FL.

(State)

Affiant further says that he is familiar with the records, minute books and by-laws of
KEYSTONE EXCAVATORS, INC.
 (Name of Corporation)

Affiant further says that JEFFREY C. TRUXTON is VICE PRESIDENT
 (Title)
 of the corporation, is duly authorized to sign the Proposal for KEYSTONE EXCAVATORS, INC.

or said corporation by virtue of PROVISION OF BY LAWS

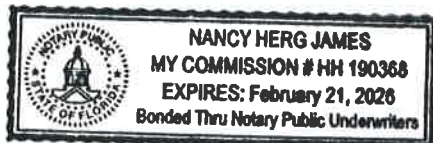
state whether a provision of by laws or a Resolution of
 Board of Directors.

Jamie K. Fornwalt

Jamie K. Fornwalt- TRES-SECR
 Affiant

Sworn to before me this 1st day of MAY, 2023.

Nancy Herg James
 Notary Public



 Type/print/stamp name of Notary

 Title or rank, and Serial No., if any

NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA

COUNTY OF PINELLAS

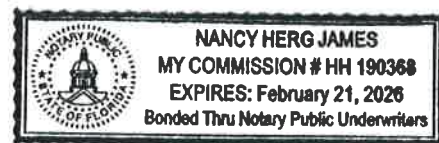
JEFF TRUXTON being, first duly sworn, deposes and says that he is
VICE PRESIDENT of KEYSTONE EXCAVATORS, INC.

the party making the foregoing Proposal or Bid; that such Bid is genuine and not collusive or sham: that said bidder is not financially interested in or otherwise affiliated in a business way with any other bidder on the same contract; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidders or person, to put in a sham bid or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or any other bidder, or to fix any overhead, profit or cost element of said bid price, or that of any other bidder, or to secure any advantage against the City of Madeira Beach, Florida, or any person or persons interested in the proposed contract; and that all statements contained in said proposal or bid are true; and further, that such bidder has not directly or indirectly submitted this bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

Affiant

Sworn to and subscribed before me this 11th day of May, 2023.

Nancy Herg James
 Notary Public



PROPOSAL

(1)

TO THE CITY OF MADEIRA BEACH, FLORIDA, for

GULF LANE ROADWAY & BEACH ACCESS IMPROVEMENTS RFP #2023-03

PROJEECT CONTRACT #A314303000

and doing such other work incidental thereto, all in accordance with the contract documents, marked

GULF LANE ROADWAY & BEACH ACCESS IMPROVEMENTS RFP #2023-03

PROJEECT CONTRACT #A314303000

Every bidder must take notice of the fact that even though his proposal be accepted and the documents signed by the bidder to whom an award is made and by those officials authorized to do so on behalf of the City of Madeira Beach, Florida, that no such award or signing shall be considered a binding contract without a certificate from the Finance Director that funds are available to cover the cost of the work to be done, or without the approval of the City Attorney as to the form and legality of the contract and all the pertinent documents relating thereto having been approved by said City Attorney; and such bidder is hereby charged with this notice.

The signer of the Proposal, as bidder, also declares that the only person, persons, company or parties interested in this Proposal, are named in this Proposal, that he has carefully examined the Advertisement, Instructions to Bidders, Contract Specifications, Plans, Supplemental Specifications, General Conditions, Special Provisions, and Contract Bond, that he or his representative has made such investigation as is necessary to determine the character and extent of the work and he proposes and agrees that if the Proposal be accepted, he will contract with the City of Madeira Beach, Florida, in the form of contract; hereto annexed, to provide the necessary labor, materials, machinery, equipment, tools or apparatus, do all the work required to complete the contract within the time mentioned in the General Conditions and according to the requirements of the City of Madeira Beach, Florida, as herein and hereinafter set forth, and furnish the required surety bonds for the following prices to wit:

PROPOSAL

(2)

If the foregoing Proposal shall be accepted by the City of Madeira Beach, Florida, and the undersigned shall fail to execute a satisfactory contract as stated in the Advertisement herein attached, then the City may, at its option determine that the undersigned has abandoned the Contract, and thereupon this Proposal shall be null and void, and the certified check or bond accompanying this Proposal, shall be forfeited to become the property of the City of Madeira Beach, Florida, and the full amount of said check shall be retained by the City, or if the Proposal Bond be given, the full amount of such bond shall be paid to the City as stipulated or liquidated damages; otherwise, the bond or certified check accompanying this Proposal, or the amount of said check, shall be returned to the undersigned as specified herein.

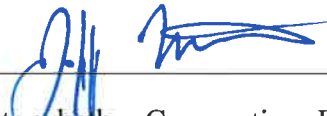
Attached hereto is a bond or certified check on THE OHIO CASUALTY INSURANCE COMPANY Bank, for the sum of TEN PERCENT OF BID TWO HUNDRED EIGHTEEN THOUSAND EIGHT HUNDRED NINETY DOLLARS AND THIRTY-FIVE CENTS (\$ 218,890.35) (being a minimum of 10% of Contractor's total bid amount).

The full names and residences of all persons and parties interested in the foregoing bid are as follows:

(If corporation, give the names and addresses of the President and Secretary. If firm or partnership, the names and addresses of the members or partners. The Bidder shall list not only his name but also the name of any person with whom bidder has any type of agreement whereby such person's improvements, enrichment, employment, or possible benefit, whether sub-contractor, materialman, agent, supplier, or employer is contingent upon the award of the contract to the bidder).

NAMES:

ADDRESSES:

ROBERT C. FORNWALT371 SCARLET BLVD., OLDSMAR, FLJAMIE K. FORNWALT371 SCARLET BLVD., OLDSMAR, FLSignature of Bidder: (The bidder must indicate whether Corporation, Partnership, Company or Individual).

PROPOSAL

(3)

The person signing shall, in his own handwriting, sign the Principal's name, his own name and his title. Where the person signing for a corporation is other than the President or Vice President, he must, by affidavit, show his authority, to bind the corporation.

Principal:

By: JEFF TRUXTON  Title: VICE PRESIDENTBusiness Address of Bidder: 371 SCARLET BLVDCity and State: OLDSMAR, FL Zip Code 34677Dated at OLDSMAR, this 11th day of May, A.D., 2023

CITY OF MADEIRA BEACH
ADDENDUM SHEET

PROJECT: GULF LANE ROADWAY & BEACH ACCESS IMPROVEMENTS RFP #2023-03
 PROJECT CONTRACT # A314303000 CONTRACT # A314303000

Acknowledgment is hereby made of the following addenda received since issuance of Plans and Specifications.

Addendum No. <u>1</u>	Date: <u>4/27/23</u>
Addendum No. <u>2</u>	Date: <u>4/27/23</u>
Addendum No. <u>3</u>	Date: <u>4/27/23</u>
Addendum No. <u>4</u>	Date: <u>5/03/23</u>
Addendum No. <u>5</u>	Date: <u>5/04/23</u>
Addendum No. _____	Date: _____
Addendum No. _____	Date: _____
Addendum No. _____	Date: _____
Addendum No. _____	Date: _____
Addendum No. _____	Date: _____
Addendum No. _____	Date: _____

KEYSTONE EXCAVATORS, INC
 (Name of Bidder)

[Signature]
 (Signature of Officer)

VICE PRESIDENT
 (Title of Officer)

MAY 11, 2023
 (Date)

ADDENDUM #4**BIDDER'S PROPOSAL**PROJECT: GULF LANE ROADWAY & BEACH ACCESS IMPROVEMENTS RFP #2023-03PROJECT CONTRACT #A314303000CONTRACTOR: KEYSTONE EXCAVATORS, INC.BIDDER'S GRAND TOTAL: \$ 2,188,903.50
(NUMBERS)

BIDDER'S GRAND TOTAL: _____

TWO MILLION ONE HUNDRED EIGHTY-EIGHT THOUSAND NINE HUNDRED
THREE DOLLARS AND FIFTY CENTS
(WORDS)

CONSTRUCTION PLANS - BID PROPOSAL					
Project: Gulf Lane Roadway & Beach Access Improvements RFP #2023-03					
BID ITEM		UNIT	EST QTY	UNIT PRICE (\$)	TOTAL (\$)
1.0	MOBILIZATION AND SITE PREPARATION				
1.1	Mobilization and Project Sign	LS	1	125,000.00	125,000.00
1.2	Maintenance of Traffic	LS	1	64,000.00	64,000.00
1.3	Erosion and Sediment Control	LS	1	5,000.00	5,000.00
1.4	Lawn Sprinkler Restoration	LF	500	15.00	7,500.00
Subtotal - General (1.1 - 1.8)					201,500.00
2.0	EARTHWORK				
2.1	Demolition	LS	1	115,000.00	115,000.00
2.2	Sod	SF	5,000	1.75	8,750.00
2.3	Crushed Shell/Rock/Mulch Restoration (4")	SF	4,300	4.00	17,200.00
Subtotal - Earthwork (2.1 - 2.3)					140,950.00
3.0	PAVING AND MARKING				
3.1	Pervious Pavement w/ Filter Fabric & Crushed Concrete Base (see Detail)	SY	1,050	195.00	204,750.00
3.2	(2") 1-1/2" Mill and Resurfacing (SP12.5) (SP 9.5)	SY	3,900	55.00	214,500.00
3.3	Restoration of Adjacent Asphalt (SP 9.5)	SY	800	64.00	51,200.00
3.4	6" Header & D Curb	LF	1,430	55.00	78,650.00
3.5	Modified Valley Gutter Curb (Miami Curb) & Drop curb	LF	450	60.00	27,000.00
3.6	Flush Curb for brick pavers & concrete apron tie-in (saw cut and add Rebar)	LF	600	60.00	36,000.00

ADDENDUM #4

3.7	Driveway Replacement (Brick)	SF	6,600	12.50	82,500.00
3.8	Driveway Apron Replacement (6" Concrete, 3000 PSI)	SF	4,500	16.50	74,250.00
3.9	24" Pavement Markings (Stop Bar)	LF	200	11.00	2,200.00
3.10	Remove and Replace All Traffic on Gulf Lane & Beach Access Parking Signs	EA	35	325.00	11,375.00
3.11	Ring & Cover Adjustments	EA	6	350.00	2,100.00
3.12	Valve Box Adjustments	EA	3	350.00	1,050.00
Subtotal - Paving and Marking (3.1 - 3.12)					785,575.00
SUBTOTAL (1.0, 2.0, and 3.0)					1,128,025.00
Total - 1 0% Contingency					112,802.50
TOTAL (1.0, 2.0, and 3.0)					1,240,827.50

MISCELLANEOUS ITEMS					
4.0	Johns Pass Parking Lot				
4.1	Mobilization	LS	1	57,000.00	57,000.00
4.2	(2") 1-1/2" Mill and Resurfacing (SP12.5) (SP 9.5)	SY	5674	53.00	300,722.00
4.3	Leveling Course (SP12.5) (SP 9.5)	SY	250	68.50	17,125.00
4.4	Wheel Stop (new to replace broken)	EA	20	100.00	2,000.00
4.5	Remove & Reuse Wheel Stop	EA	129	45.00	5,805.00
4.6	Concrete Pad around the Restrooms 6"	SF	950	16.50	15,675.00
4.7	Stripping White (Thermo)	LF	5000	1.75	8,750.00
4.8	ADA Stall Striping (7)	EA	7	600.00	4,200.00
Subtotal - Johns Pass Parking Lot (4.1 - 4.8)					411,277.00
Miscellaneous Items					
5.0	Boca Ciega Ave & 131 st Ave E				
5.1	Demo 30 x 22 pervious concrete panel	LS	1	3,000.00	3,000.00
5.2	Sand layer 2" inches 30x22 (Mirafi)	LS	1	2,600.00	2,600.00
5.3	6" Concrete panel - 3 side chaffers (660sf)	SF	4040	16.50	10,890.00
Subtotal-Boca Ciega Ave & 131 st Ave E (5.1 - 5.3)					16,490.00
ADDENDUM #1					
6.0	FDOT#	Beach Access Parking Lots Improvement			
6.1	104-10-3	SEDIMENT BARRIER	LF	1,710	2.50 4,275.00
6.2	120-1	EXCAVATION REGULAR	CY	60	100.00 6,000.00
6.3	160-4	STABILIZATION TYPE B	SY	360	67.00 24,120.00

ADDENDUM #4

6.4	285-707	BASE OPTIONAL (BASE GROUP 4)	SY	360	55.00	19,800.00
6.5	327-70-06	MILLING EXIST ASPH PAVT (1.5" AVE DEPTH)	SY	5,910	11.00	65,010.00
6.6	334-1-13	SUPERPAVE ASPH CONC (TRAFFIC C) (2" SP 9.5)	TN	950	375.00	356,250.00
6.7	520-1-10	CONCRETE CURB & GUTTER, TYPE F	LF	60	60.00	3,600.00
6.8	520-2-4	CONCRETE CURB & GUTTER, TYPE D	LF	120	60.00	7,200.00
6.9	520-2-8	CONCRETE CURB, TYPE RA (SUBSTITUTE MIAMI CURB)	LF	80	60.00	4,800.00
6.10	522-1	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK	SY	32	145.00	4,640.00
6.11	711-11-125	THERMOPLASTIC STANDARD, WHITE, SOLID, 24" FOR STOP LINE	LF	108	8.00	864.00
6.12	711-11-160	THERMOPLASTIC STANDARD, WHITE, MESSAGE OR SYMBOL	EA	17	300.00	5,100.00
6.13	711-16-101	THERMOPLASTIC STANDARD, OTHER SURFACES, WHITE, SOLID, 6"	LF	3,400	1.75	5,950.00
6.14	NA	WHEEL STOPS, CONCRETE, F&I	EA	127	100.00	12,700.00
Subtotal-Beach Access Parking Lots (6.1 – 6.14)						520,309.00
SUBTOTAL (4.0, 5.0, and 6.0)						948,076.00
ADDENDUM #4						
OP	OPTION A – ASPHALT					
OPI	Resurfacing Asphalt SP 12.5	SY	16,534	57.50	950,705.00	
Subtotal-Option A -Asphalt SP 12.5(OP-1)						950,705.00
OVERALL CONSTRUCTION COST						2,188,902.50

THE BIDDER'S GRAND TOTAL ABOVE IS HIS TOTAL BID BASED ON HIS UNIT PRICES AND LUMP SUM PRICES AND THE ESTIMATED QUANTITIES REQUIRED FOR EACH SECTION. THIS FIGURE IS FOR INFORMATION ONLY AT THE TIME OF OPENING BIDS. THE CITY WILL MAKE THE TABULATION FROM THE UNIT PRICES AND LUMP SUM PRICE BID. IF THERE IS AN ERROR IN THE TOTAL BY THE BIDDER, IT SHALL BE CHANGED AS ONLY THE UNIT PRICES AND LUMP SUM PRICE SHALL GOVERN.

**SCRUTINIZED COMPANIES AND BUSINESS OPERATIONS WITH
CUBA AND SYRIA CERTIFICATION FORM**

PER SECTION III, ITEM 25, IF YOUR BID IS \$1,000,000 OR MORE, 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 with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaging in business operations in Cuba and Syria; and
2. The vendor, company, individual, principal, subsidiary, affiliate, or owner is eligible to participate in this solicitation and is not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Sector List, or engaged in business operations in Cuba and Syria; and
3. Business Operations means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce; 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 with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Sector List, or engages in business operations in Cuba and Syria.

Authorized Signature

JEFF TRUXTON
Printed Name

Title

VICE PRESIDENT
Title

Name of Entity / Corporation

KEYSTONE EXCAVATORS, INC
Name of Entity / Corporation

STATE OF FLORIDA

COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me on this 11th day of MAY, 20 23, by JEFF TRUXTON (name of person whose signature is being notarized) as the VICE PRESIDENT (title) of KEYSTONE EXCAVATORS, INC (name of Corporation/Entity), personally known to me as described herein ✓, or produced a _____ (type of identification) as identification, and who did / did not take an oath.

Nancy Herg James
Notary Public

Printed Name

My Commission Expires: _____

NOTARY SEAL ABOVE



PUBLIC ENTITY CRIMES AFFIDAVITDATE: May 11, 2023**SWORN STATEMENT UNDER SECTION 287.133(3) (A), FLORIDA STATUTES*****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 CITY OF MADEIRA BEACH by JEFF TRUXTON, VICE PRESIDENT (print individual's name and title) for KEYSTONE EXCAVATORS, INC. (print name of entity submitting sworn statement) whose business address is 371 SCARLET BLVD., OLDSMAR, FL 34677 and, (if applicable) its Federal Employer Identification Number (FEIN) is 59-2447174 (if the entity has no FEIN, include Social Security Number of the individual signing this sworn statement: _____).

2. I understand that a "public entity crime" as defined in Paragraph 287.133 of the 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, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" is defined by the Statute to mean a finding of guilt or a conviction of a public entity crime, with or without an 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, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" is defined in Section 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.

5. I understand that a "person" as defined in Section 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 applied to bid on contracts let 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.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement (indicate by placing a check in front of the statement which 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 was 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 was 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 was charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there was 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 vendor list (attach a copy of 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 THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO, OF ANY CHANGE AFFECTING THE CORRECTNESS OF THE INFORMATION CONTAINED IN THIS SWORN STATEMENT.

Authorized Signature

JEFF TRUXTON

Printed Name

VICE PRESIDENT

Title

KEYSTONE EXCAVATORS, INC

Name of Entity / Corporation

STATE OF FLORIDA

COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me on this 14th day of MAY, 2023, by JEFF TRUXTON (name of person whose signature is being notarized) as the VICE PRESIDENT (title) of KEYSTONE EXCAVATORS, INC (name of Corporation/Entity), personally known to me as described herein ✓, or produced a _____ (type of identification) as identification, and who did / did not take an oath.

Nancy Herg James
Notary Public

Printed Name

My Commission Expires: _____

NOTARY SEAL ABOVE



EXHIBIT "B"
MINORITY/WOMEN OWNED AND SMALL BUSINESS UTILIZATION REPORT

Projects receiving \$100,000 or more in cooperative funding from the Southwest Florida Water Management District require the submission of the following information within 30 days of any amendment increasing project funding and with the final invoice. Questions regarding use of this form should be directed to Contracts Administration, Phone (352) 796-7211 ext. 4132.

[illegible]

* ☐ Our organization does not collect minority status data.

Signature

Date _____

Print Name and Title

**Gulf Lane Roadway & Beach Access
Improvements RFP #2023-03
Contract #A314303000**

**CONTRACT DOCUMENTS &
SPECIFICATIONS**

Prepared for



March 2023

PROPOSAL BOND

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

KNOWN ALL MEN BY THESE PRESENTS: That we, the undersigned, Ajax Paving Industries of Florida, LLC
One Ajax Drive, North Venice, FL 34275 as Principal, and Liberty Mutual Insurance Company
 _____ as Surety, who's address is 175 Berkeley Street, Boston, MA 02116
 _____, are held and firmly bound unto the City
 of Madeira Beach, Florida, in the sum of Ten Percent of Accompanying Bid Dollars
 (\$ 10% of Bid) (being a minimum of 10% 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 Ajax Paving Industries of Florida, LLC
 _____ as Principal, and Liberty Mutual Insurance Company as Surety,
 for work specified as: Gulf Lane Roadway & Beach Access Improvements, RFP #2023-03, Contract #A314303000

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 Proposal Bond will be paid to the City as stipulated or liquidated damages.

Signed this 4th day of May, 2023.

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

Ajax Paving Industries of Florida, LLC

A Limited Liability Company

Principal

By: Christie Awaro

Title

Liberty Mutual Insurance Company

Surety Nicholas Ashburn, Attorney-in-Fact

(The person signing shall, in his own handwriting,
 sign the Principal's name, his own name, and his title;
 where the person is signing for a Corporation, he
 must, by Affidavit, show his authority to bind the
 Corporation).



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Item 4G.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8198086-013068**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Anne Barick; Holly Nichols; Jason Rogers; Mark Madden; Michael D. Lechner; Nicholas Ashburn; Paul M. Hurley; Richard S. McGregor; Robert D. Heuer

all of the city of Rochester Hills state of MI each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 30th day of November, 2018.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By:

David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 30th day of November, 2018 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 4th day of May, 2023



By:

Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

AFFIDAVIT

(To be filled in and executed if the bidder is a corporation)

STATE OF FLORIDA**COUNTY OF** Sarasota

Christie Alvaro being duly sworn, deposes and says that he/she is Secretary of Ajax Paving Industries of Florida, LLC a corporation organized and existing under and by virtue of the laws of the State of Florida, and having its principal office at:

One Ajax Drive North Venice Sarasota FL
(Street & Number) (City) (County) (State)

Affiant further says that he is familiar with the records, minute books and by-laws of Ajax Paving Industries of Florida, LLC
(Name of Corporation)

Affiant further says that Christie Alvaro is Assistant Corporate Secretary
(Officer's Name) (Title)
of the corporation, is duly authorized to sign the Proposal for RFP #2023-03 Gulf Lane Roadway & Beach Access Improvements
or said corporation by virtue of Resolution of the Board of Directors

(state whether a provision of by laws or a Resolution of Board of Directors. If by Resolution give date of adoption)

Christie Alvaro

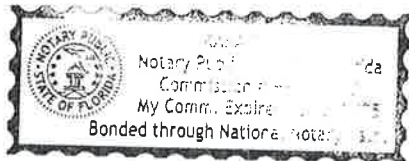
Christie Alvaro, Assistant Corporate Secretary
Affiant



Sworn to before me this 5th day of May, 2023.

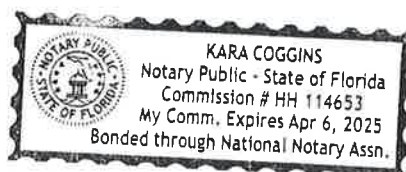
Kara Coggins

Notary Public



Type / Print / Stamp Name of Notary

Title or Rank, and Serial No., if any

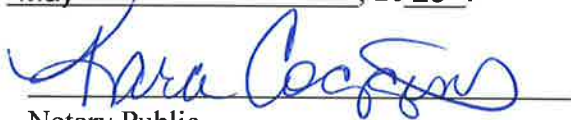


NON-COLLUSION AFFIDAVIT**STATE OF FLORIDA****COUNTY OF** SarasotaChristie Alvaro being, first duly sworn, deposes and says that he isAssistant Corporate Secretary of Ajax Paving Industries of Florida, LLC,

the party making the foregoing Proposal or Bid; that such Bid is genuine and not collusive or sham: that said bidder is not financially interested in or otherwise affiliated in a business way with any other bidder on the same contract; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidders or person, to put in a sham bid or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or any other bidder, or to fix any overhead, profit or cost element of said bid price, or that of any other bidder, or to secure any advantage against the City of Madeira Beach, Florida, or any person or persons interested in the proposed contract; and that all statements contained in said proposal or bid are true; and further, that such bidder has not directly or indirectly submitted this bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.


Affiant Christie Alvaro, Assistant Corporate Secretary

Sworn to and subscribed before me this 5th day of May, 2023.


Notary Public



PROPOSAL

(1)

TO THE CITY OF MADEIRA BEACH, FLORIDA, for

GULF LANE ROADWAY & BEACH ACCESS IMPROVEMENTS RFP #2023-03

PROJEECT CONTRACT #A314303000

and doing such other work incidental thereto, all in accordance with the contract documents, marked

GULF LANE ROADWAY & BEACH ACCESS IMPROVEMENTS RFP #2023-03

PROJEECT CONTRACT #A314303000

Every bidder must take notice of the fact that even though his proposal be accepted and the documents signed by the bidder to whom an award is made and by those officials authorized to do so on behalf of the City of Madeira Beach, Florida, that no such award or signing shall be considered a binding contract without a certificate from the Finance Director that funds are available to cover the cost of the work to be done, or without the approval of the City Attorney as to the form and legality of the contract and all the pertinent documents relating thereto having been approved by said City Attorney; and such bidder is hereby charged with this notice.

The signer of the Proposal, as bidder, also declares that the only person, persons, company or parties interested in this Proposal, are named in this Proposal, that he has carefully examined the Advertisement, Instructions to Bidders, Contract Specifications, Plans, Supplemental Specifications, General Conditions, Special Provisions, and Contract Bond, that he or his representative has made such investigation as is necessary to determine the character and extent of the work and he proposes and agrees that if the Proposal be accepted, he will contract with the City of Madeira Beach, Florida, in the form of contract; hereto annexed, to provide the necessary labor, materials, machinery, equipment, tools or apparatus, do all the work required to complete the contract within the time mentioned in the General Conditions and according to the requirements of the City of Madeira Beach, Florida, as herein and hereinafter set forth, and furnish the required surety bonds for the following prices to wit:

Ajax Paving Industries of Florida, LLC
One Ajax Drive, North Venice FL 34275

PROPOSAL

(2)

If the foregoing Proposal shall be accepted by the City of Madeira Beach, Florida, and the undersigned shall fail to execute a satisfactory contract as stated in the Advertisement herein attached, then the City may, at its option determine that the undersigned has abandoned the Contract, and thereupon this Proposal shall be null and void, and the certified check or bond accompanying this Proposal, shall be forfeited to become the property of the City of Madeira Beach, Florida, and the full amount of said check shall be retained by the City, or if the Proposal Bond be given, the full amount of such bond shall be paid to the City as stipulated or liquidated damages; otherwise, the bond or certified check accompanying this Proposal, or the amount of said check, shall be returned to the undersigned as specified herein.

Attached hereto is a bond or certified check on LIBERTY MUTUAL INSURANCE
Company Bank, for the sum of TWO HUNDRED FIFTY-one
THOUSAND TWO HUNDRED THIRTY-TWO DOLLARS (\$251,232.00)
 (being a minimum of 10% of Contractor's total bid amount). CENTS

The full names and residences of all persons and parties interested in the foregoing bid are as follows:

(If corporation, give the names and addresses of the President and Secretary. If firm or partnership, the names and addresses of the members or partners. The Bidder shall list not only his name but also the name of any person with whom bidder has any type of agreement whereby such person's improvements, enrichment, employment, or possible benefit, whether sub-contractor, materialman, agent, supplier, or employer is contingent upon the award of the contract to the bidder).

NAMES:

ADDRESSES:

"Please See Attached"

Signature of Bidder:

Christie Alvaro
 Christie Alvaro, Assistant Corporate Secretary



(The bidder must indicate whether Corporation, Partnership, Company or Individual).



Ajax Paving Industries of Florida, LLC

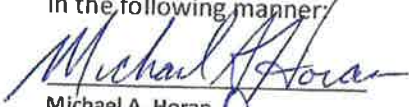
An Equal Opportunity Employer

One Ajax Drive • North Venice, FL 34275
Main: 941.486.3600 • Fax: 941.486.3500

March 7, 2022

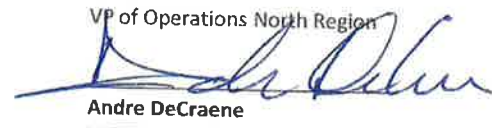
RESOLUTION OF THE BOARD OF DIRECTORS OF AJAX PAVING INDUSTRIES OF FLORIDA, LLC

Resolved, that the following individuals are authorized to enter into contracts and sign bonds with all governmental agencies, municipalities, private developers, and contractors for work performed on behalf of **AJAX Paving Industries of Florida, LLC**. In addition, resolved, that the following individuals have written authorization to acknowledge receipt of payment by signature on an appropriate Partial, Conditional or Final Waiver, process the filling of a Claim of Lien, Notice of Non-Payment or Satisfaction of Lien according to the Mechanics Lien Law, or process the recovery of outstanding monies due, through the means of Small Claims Court on behalf of **AJAX Paving Industries of Florida, LLC**, authorized to transact business in the State of Florida in the following manner:


Michael A. Horan
Chief Executive Officer/Manager


Vince Hafeli
President

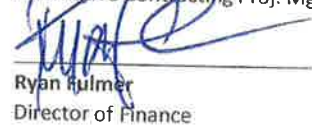

Scott Pittman
VP of Operations North Region



Andre DeCraene
VP of Operations South Region


Dave Reid
GM of Business Development


Joseph Minich
Area Manager Tampa


Felipe Jaramillo
Alternative Contracting Proj. Mgr.


Ryan Hulmer
Director of Finance


Steven Ayers
Alternative Contracting Proj. Mgr.


Matt Desotell
Area Manager Ft. Myers

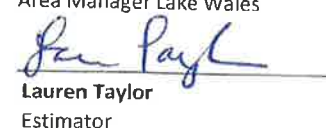

Matt Horan
Area Manager Sarasota



Natalie Woody
Secretary/Treasurer


Christie Alvaro
Assistant Secretary


Jamie Simmons
Assistant Secretary



Clay Cross
Area Manager Lake Wales


Lauren Taylor
Estimator


Lee Strauss
Estimator


Mark Miller
Estimator


Gabriel Chery
Estimator


Sharon Radford
Estimator

PROPOSAL

(3)

The person signing shall, in his own handwriting, sign the Principal's name, his own name and his title. Where the person signing for a corporation is other than the President or Vice President, he must, by affidavit, show his authority, to bind the corporation.

Principal:

Ajax Paving Industries of Florida, LLC

By:

Title: Christie Alvaro, Assistant Corporate SecretaryBusiness Address of Bidder: One Ajax DriveCity and State: North Venice, FloridaZip Code 34275Dated at 1:00 PM, this 5th day of May, A.D., 2023.

CITY OF MADEIRA BEACH
ADDENDUM SHEET

PROJECT: GULF LANE ROADWAY & BEACH ACCESS IMPROVEMENTS RFP #2023-03
 PROJECT CONTRACT # A314303000 CONTRACT # A314303000

Acknowledgment is hereby made of the following addenda received since issuance of Plans and Specifications.

Addendum No. <u>1</u>	Date: <u>4/27/2023</u>
Addendum No. <u>2</u>	Date: <u>4/27/2023</u>
Addendum No. <u>3</u>	Date: <u>4/27/2023</u>
Addendum No. <u>4</u>	Date: <u>5/3/2023</u>
Addendum No. <u>5</u>	Date: <u>5/4/2023</u>
Addendum No. _____	Date: _____
Addendum No. _____	Date: _____
Addendum No. _____	Date: _____
Addendum No. _____	Date: _____
Addendum No. _____	Date: _____
Addendum No. _____	Date: _____

Ajax Paving Industries of Florida, LLC
 (Name of Bidder)

Christie Alvaro
 (Signature of Officer)



Christie Alvaro, Assistant Corporate Secretary
 (Title of Officer)

May 5, 2023
 (Date)

ADDENDUM #4**BIDDER'S PROPOSAL**

PROJECT: **GULF LANE ROADWAY & BEACH ACCESS IMPROVEMENTS RFP #2023-03**

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CONTRACTOR: Ajax Paving Industries of Florida, LLC _____

BIDDER'S GRAND TOTAL: \$2,512,315.00 _____ (NUMBERS)

BIDDER'S GRAND TOTAL: Two Million Five Hundred Twelve Thousand Three Hundred Fifteen Dollars Zero Cents _____ (WORDS)

CONSTRUCTION PLANS - BID PROPOSAL					
Project: Gulf Lane Roadway & Beach Access Improvements RFP #2023-03					
BID ITEM		UNIT	EST QTY	UNIT PRICE (\$)	TOTAL (\$)
1.0	MOBILIZATION AND SITE PREPARATION				
1.1	Mobilization and Project Sign	LS	1	300,000.00	300,000.00
1.2	Maintenance of Traffic	LS	1	175,000.00	175,000.00
1.3	Erosion and Sediment Control	LS	1	3,000.00	3,000.00
1.4	Lawn Sprinkler Restoration	LF	500	8.00	4,000.00
Subtotal - General (1.1 - 1.8)					482,000.00
2.0	EARTHWORK				
2.1	Demolition	LS	1	95,000.00	95,000.00
2.2	Sod	SF	5,000	2.00	10,000.00
2.3	Crushed Shell/Rock/Mulch Restoration (4")	SF	4,300	2.50	10,750.00
Subtotal - Earthwork (2.1 - 2.3)					115,750.00
3.0	PAVING AND MARKING				
3.1	Pervious Pavement w/ Filter Fabric & Crushed Concrete Base (see Detail)	SY	1,050	236.00	247,800.00
3.2	(2") 4-1/2" Mill and Resurfacing (SP12.5) (SP 9.5)	SY	3,900	52.00	202,800.00
3.3	Restoration of Adjacent Asphalt (SP 9.5)	SY	800	38.00	30,400.00
3.4	6" Header & D Curb	LF	1,430	27.00	38,610.00
3.5	Modified Valley Gutter Curb (Miami Curb) & Drop curb	LF	450	80.00	36,000.00
3.6	Flush Curb for brick pavers & concrete apron tie-in (saw cut and add Rebar)	LF	600	50.00	30,000.00
3.7	Driveway Replacement (Brick)	SF	6,600	9.00	59,400.00
3.8	Driveway Apron Replacement (6" Concrete, 3000 PSI)	SF	4,500	17.00	76,500.00
3.9	24" Pavement Markings (Stop Bar)	LF	200	12.00	2,400.00
3.10	Remove and Replace All Traffic on Gulf Lane & Beach Access Parking Signs	EA	35	653.00	22,855.00

ADDENDUM #4

3.11	Ring & Cover Adjustments	EA	6	3,700.00	22,200.00
3.12	Valve Box Adjustments	EA	3	707.00	2,121.00
Subtotal - Paving and Marking (3.1 - 3.12)					771,086.00
SUBTOTAL (1.0, 2.0, and 3.0)					1,368,836.00
Total – 1 0% Contingency					136,884.00
TOTAL (1.0, 2.0, and 3.0)					1,505,720.00

MISCELLANEOUS ITEMS					
4.0	Johns Pass Parking Lot				
4.1	Mobilization	LS	1	67,000.00	67,000.00
4.2	(2") 1-1/2" Mill and Resurfacing (SP12.5) (SP 9.5)	SY	5674	36.00	204,264.00
4.3	Leveling Course (SP12.5) (SP 9.5)	SY	250	68.00	17,000.00
4.4	Wheel Stop (new to replace broken)	EA	20	90.00	1,800.00
4.5	Remove & Reuse Wheel Stop	EA	129	143.00	18,447.00
4.6	Concrete Pad around the Restrooms 6"	SF	950	25.00	23,750.00
4.7	Stripping White (Thermo)	LF	5000	3.00	15,000.00
4.8	ADA Stall Striping (7)	EA	7	432.00	3,024.00
Subtotal - Johns Pass Parking Lot (4.1 - 4.8)				350,285.00	
Miscellaneous Items					
5.0	Boca Ciega Ave & 131st Ave E				
5.1	Demo 30 x 22 pervious concrete panel	LS	1	11,000.00	11,000.00
5.2	Sand layer 2"-inches 30x22 (Mirafi)	LS	1	2,000.00	2,000.00
5.3	6" Concrete panel – 3 side chaffers (660sf)	SF	4040	16.00	10,560.00
Subtotal-Boca Ciega Ave & 131st Ave E (5.1 - 5.3)				23,560.00	
ADDENDUM #1					
6.0	FDOT#	Beach Access Parking Lots Improvement			
6.1	104-10-3	SEDIMENT BARRIER	LF	1,710	3,420.00
6.2	120-1	EXCAVATION REGULAR	CY	60	39,000.00
6.3	160-4	STABILIZATION TYPE B	SY	360	110,880.00
6.4	285-707	BASE OPTIONAL (BASE GROUP 4)	SY	360	110,160.00
6.5	327-70-06	MILLING EXIST ASPH PAVT (1.5" AVE DEPTH)	SY	5,910	103,425.00
6.6	334-1-13	SUPERPAVE ASPH CONC (TRAFFIC C) (2" SP 9.5)	TN	950	200,450.00

ADDENDUM #4

6.7	520-1-10	CONCRETE CURB & GUTTER, TYPE F	LF	60	118.00	7,080.00
6.8	520-2-4	CONCRETE CURB & GUTTER, TYPE D	LF	120	112.00	13,440.00
6.9	520-2-8	CONCRETE CURB, TYPE RA (SUBSTITUTE MIAMI CURB)	LF	80	87.00	6,960.00
6.10	522-1	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK	SY	32	222.00	7,104.00
6.11	711-11-125	THERMOPLASTIC STANDARD, WHITE, SOLID, 24" FOR STOP LINE	LF	108	12.00	1,296.00
6.12	711-11-160	THERMOPLASTIC STANDARD, WHITE, MESSAGE OR SYMBOL	EA	17	465.00	7,905.00
6.13	711-16-101	THERMOPLASTIC STANDARD, OTHER SURFACES, WHITE, SOLID, 6"	LF	3,400	3.00	10,200.00
6.14	NA	WHEEL STOPS, CONCRETE, F&I	EA	127	90.00	11,430.00
Subtotal-Beach Access Parking Lots (6.1 – 6.14)					632,750.00	
SUBTOTAL (4.0, 5.0, and 6.0)					1,006,595.00	
ADDENDUM #4						
OP	OPTION A – ASPHALT					
OP1	Resurfacing Asphalt SP 12.5		SY	16,534	34.00	562,156.00
Subtotal-Option A -Asphalt SP 12.5(OP-1)					562,156.00	
OVERALL CONSTRUCTION COST						
					2,512,315.00	


THE BIDDER'S GRAND TOTAL ABOVE IS HIS TOTAL BID BASED ON HIS UNIT PRICES AND LUMP SUM PRICES AND THE ESTIMATED QUANTITIES REQUIRED FOR EACH SECTION. THIS FIGURE IS FOR INFORMATION ONLY AT THE TIME OF OPENING BIDS. THE CITY WILL MAKE THE TABULATION FROM THE UNIT PRICES AND LUMP SUM PRICE BID. IF THERE IS AN ERROR IN THE TOTAL BY THE BIDDER, IT SHALL BE CHANGED AS ONLY THE UNIT PRICES AND LUMP SUM PRICE SHALL GOVERN.

**SCRUTINIZED COMPANIES AND BUSINESS OPERATIONS WITH
CUBA AND SYRIA CERTIFICATION FORM**

PER SECTION III, ITEM 25, IF YOUR BID IS \$1,000,000 OR MORE, 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 with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaging in business operations in Cuba and Syria; and
2. The vendor, company, individual, principal, subsidiary, affiliate, or owner is eligible to participate in this solicitation and is not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Sector List, or engaged in business operations in Cuba and Syria; and
3. Business Operations means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce; 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 with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Sector List, or engages in business operations in Cuba and Syria.


Authorized Signature

Christie Alvaro
Printed Name

Assistant Corporate Secretary
Title

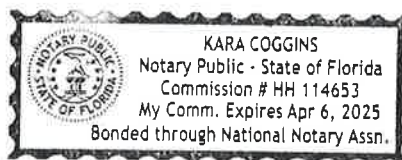
Ajax Paving Industries of Florida, LLC
Name of Entity / Corporation

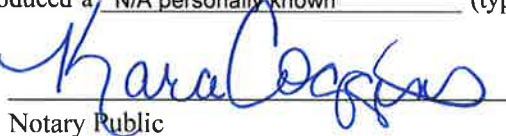


STATE OF Florida

COUNTY OF Sarasota

The foregoing instrument was acknowledged before me on this 5th day of May, 2023, by Christie Alvaro (name of person whose signature is being notarized) as the Assistant Corporate Secretary (title) of Ajax Paving Industries of Florida, LLC (name of Corporation/Entity), personally known to me as described herein ✓, or produced a N/A personally known (type of identification) as identification, and who did / did not take an oath.




Notary Public

Printed Name

My Commission Expires: _____

NOTARY SEAL ABOVE

PUBLIC ENTITY CRIMES AFFIDAVITDATE: May 5, 2023***SWORN STATEMENT UNDER SECTION 287.133(3) (A), FLORIDA STATUTES******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 CITY OF MADEIRA BEACH by Christie Alvaro, Assistant Corporate Secretary (print individual's name and title) for Ajax Paving Industries of Florida, LLC (print name of entity submitting sworn statement) whose business address is One Ajax Drive, North Venice FL 34275 and, (if applicable) its Federal Employer Identification Number (FEIN) is 26-1871966 (if the entity has no FEIN, include Social Security Number of the individual signing this sworn statement: N/A).

2. I understand that a "public entity crime" as defined in Paragraph 287.133 of the 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, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" is defined by the Statute to mean a finding of guilt or a conviction of a public entity crime, with or without an 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, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" is defined in Section 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.

5. I understand that a "person" as defined in Section 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 applied to bid on contracts let 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.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement (indicate by placing a check in front of the statement which 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 was 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 was 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 was charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there was 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 vendor list (attach a copy of 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 THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO, OF ANY CHANGE AFFECTING THE CORRECTNESS OF THE INFORMATION CONTAINED IN THIS SWORN STATEMENT.


Authorized Signature

Christie Alvaro

Printed Name

Assistant Corporate Secretary

Title

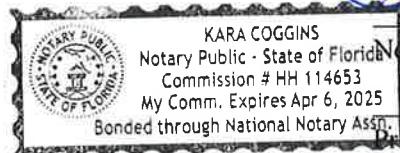
Ajax Paving Industries of Florida, LLC

Name of Entity / Corporation

STATE OF Florida

COUNTY OF Sarasota

The foregoing instrument was acknowledged before me on this 5th day of May, 2023, by Christie Alvaro (name of person whose signature is being notarized) as the Assistant Corporate Secretary (title) of Ajax Paving Industries of Florida, LLC (name of Corporation/Entity), personally known to me as described herein ☒, or produced a N/A personally known (type of identification) as identification, and who did / did not take an oath.




Notary Public

Printed Name

My Commission Expires: _____

NOTARY SEAL ABOVE

EXHIBIT "B"
MINORITY/WOMEN OWNED AND SMALL BUSINESS UTILIZATION REPORT

Projects receiving \$100,000 or more in cooperative funding from the Southwest Florida Water Management District require the submission of the following information within 30 days of any amendment increasing project funding and with the final invoice. Questions regarding use of this form should be directed to Contracts Administration, Phone (352) 796-7211 ext 4132.

[illegible]

* ☐ Our organization does not collect minority status data.

Signature _____

Date _____

Print Name and Title

Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

HORAN, MICHAEL ALAN

AJAX PAVING INDUSTRIES INC
ONE AJAX DRIVE
NORTH VENICE FL 34275

LICENSE NUMBER: CGC059906

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

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





Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

April 20, 2023

AJAX PAVING INDUSTRIES OF FLORIDA LLC
ONE AJAX DRIVE
NORTH VENICE, FLORIDA 34275-3624

RE: CERTIFICATE OF QUALIFICATION

The Department of Transportation has qualified your company for the type of work indicated below.

FDOT APPROVED WORK CLASSES:

DRAINAGE, ELECTRICAL WORK, FENCING, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING, GUARDRAIL, HOT PLANT-MIXED BITUM. COURSES, INTERMEDIATE BRIDGES, MINOR BRIDGES, PORTLAND CEMENT CONCRETE ROADWAY PAVING, ROADWAY SIGNING, SIDEWALK, TRAFFIC SIGNAL, MILLING, UNDERGROUND UTILITIES (WATER & SEWER).

Unless notified otherwise, this Certificate of Qualification will expire **6/30/2024**.

In accordance with Section 337.14(4), Florida Statutes, changes to Ability Factor or Maximum Capacity Rating will not take effect until after the expiration of the current certificate of prequalification (if applicable).

In accordance with Section 337.14(1), Florida Statutes, an application for qualification must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If the company's maximum capacity has been revised, it may be accessed by logging into the Contractor Prequalification Application System via the following link:

[HTTPS://fdotwp1.dot.state.fl.us/ContractorPreQualification](https://fdotwp1.dot.state.fl.us/ContractorPreQualification)

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

The company may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing the most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that the company has performed such work.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

James E. Taylor II, Prequalification Supervisor
Contracts Administration Office

JTII:cg



October 26, 2022

TO WHOM IT MAY CONCERN

RE: Ajax Paving Industries of Florida, LLC.

The purpose of this letter is to advise you of the surety bond capacity and reputation of Ajax Paving Industries of Florida, LLC. We have had the continuing privilege of providing surety bonds for this company for more than 30 years.

We write bonds for Ajax Paving Industries of Florida, LLC through Liberty Mutual Insurance Company and extend to them a surety line in excess of \$200,000,000 per single project and \$500,000,000 in aggregate. Liberty Mutual Insurance Company is licensed to do business in all states and has an A.M. Best Rating of "A" with a financial size of Class "XV". Liberty Mutual Insurance Company's Treasury Listing is \$1,772,737,000.

Ajax Paving Industries of Florida, LLC is a professionally managed organization with an excellent reputation. They have an experienced organization and are well financed. We recommend Ajax Paving Industries of Florida, LLC to you without reservation.

Upon the request of Ajax Paving Industries of Florida, LLC, we will be pleased to execute Performance and Payment Bonds. This letter is not an assumption of liability, nor is it a bid or performance bond. The surety reserves the right to review the file and contract terms and conditions for acceptance prior to the authorization or execution of any performance and payment bonds.

Sincerely,

LIBERTY MUTUAL INSURANCE COMPANY

A handwritten signature in blue ink, appearing to read 'Holly Nichols', is written over a faint circular stamp.

Holly Nichols, Attorney-in-fact



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8198086-013068**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Anne Barick; Holly Nichols; Jason Rogers; Mark Madden; Michael D. Lechner; Nicholas Ashburn; Paul M. Hurley; Richard S. McGregor; Robert D. Heuer

all of the city of Rochester Hills state of MI each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 30th day of November, 2018.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 30th day of November, 2018 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 26th day of October, 2022.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

CORPORATE SUBSTANCE ABUSE **PROGRAM**

STATEMENT OF POLICY

This Company has legal responsibility to comply with the United States Department of Transportation's (US DOT) regulations regarding the testing of Company employees. To accomplish that end, the Company cannot condone and will not tolerate any of the following behaviors by its employees:

- A. Use of illicit drugs.
- B. Abuse of legal drugs (prescription or over-the-counter).
- C. Abuse of alcohol
- D. Sale, purchase, transfer or use or possession of illegal drugs or prescription drugs obtained illegally.
- E. Arrival for work under the influence of drugs or alcohol.

Should any of these above-mentioned behaviors be detected, the Company will terminate the employee.

The testing of an employee's urine for drugs is an effective mean to identify those in need of treatment or disciplinary action. However, the urine testing program is intended to supplement, not replace, other means of drugs or alcohol detection



Michael A. Horan
Chief Executive Officer





CERTIFICATE OF LIABILITY INSURANCE

Item 4G.

DATE (MM/DD/YYYY)

5/19/2022

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

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

PRODUCER Guy Hurley, LLC 989 E. South Boulevard Suite 200 Rochester Hills MI 48307		CONTACT NAME: Linda Weal PHONE (A/C, No, Ext): (248) 519-1429 FAX (A/C, No): (248) 519-1401 E-MAIL: lweal@ghbh.com ADDRESS:	
INSURED Ajax Paving Industries of Florida, LLC One Ajax Drive North Venice FL 34275		INSURER(S) AFFORDING COVERAGE INSURER A: American Contractors Insurance Co RRG 12300 INSURER B: ACIG Insurance Company 19984 INSURER C: Continental Insurance Company 35289 INSURER D: Travelers Prop Casualty Co. A+XV 25674 INSURER E: National Fire Ins Co of Hartford AXV 20478 INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 22-23 Kara

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			GL22A00082	6/1/2022	6/1/2023	EACH OCCURRENCE \$ 10,000,000
A	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			GL22B00082 (GL Excess)	6/1/2022	6/1/2023	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input checked="" type="checkbox"/> XCU Coverage Included						MED EXP (Any one person) \$ 5,000
A	<input checked="" type="checkbox"/> Contractual Liability			GL22C00082 (GL Excess)	6/1/2022	6/1/2023	PERSONAL & ADV INJURY \$ 10,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 10,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 10,000,000
	OTHER:						\$
E	AUTOMOBILE LIABILITY			BUA7015117321	6/1/2022	6/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						\$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS						\$
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			7014990214	6/1/2022	6/1/2023	EACH OCCURRENCE \$ 10,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB			Excess GL & BA			AGGREGATE \$ 10,000,000
	DED \$						\$
	RETENTION \$						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WCA000004622	6/1/2022	6/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Inland Marine			QT6308A099255	6/1/2022	6/1/2023	Leased/Rented \$550,000

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

CERTIFICATE HOLDER**CANCELLATION**

Evidence of Coverage

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

Richard McGregor/WEAL

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AJAX PAVING INDUSTRIES OF FLORIDA, LLC.

CONSTRUCTION EXPERIENCE OF PRINCIPAL SUPERVISORY PERSONNEL

<u>INDIVIDUAL'S NAME</u>	<u>POSITION/OFFICE</u>	<u>TYPE OF WORK</u>	<u>YEARS</u>		<u>CAPACITY</u>
			<u>EXPERIENCE</u>	<u></u>	
Michael A. Horan, P.E.	Chief Executive Officer, Manager	5,6,7,8,9,10	43		Civil Engineer/Manager
Vince Hafeli	President	5,6,7,8,9,10	34		Engineer/Manager
Natalie Woody, P.E.	Secretary/Treasurer	5,6,7,8,9,10	12		Engineer/Secretary/Treasurer
Scott Pittman, P.E.	VP of Operations - North Region	5,6,7,8,9,10	21		Civil Engineer/Manager
Andre DeCraene	VP of Operations - South Region	5,6,7,8,9,10	21		Engineer/Manager
Tom Daquanna	Construction Manager - Tampa	5,6,7,8,9,10	34		Engineer/Manager
Matt Horan	Area Manager - Sarasota	5,6,7,8,9,10	10		Civil Engineer/Project Manager
Matthew Desotell	Area Manager - Fort Myers	5,6,7,8,9,10	8		Civil Engineer/Project Manager
Joe Minich	Area Manager - Tampa	5,6,7,8,9,10	20		Civil Engineer/Estimator
Mike Woody	TPR Coordinator	5,6,7,8,9,10	6		Project Engineer
Mike Curle	Quality Control Manager - Asphalt	5,6,7,8,9,10	23		Quality Control Manager
John Savage	Project Manager	5,6,7,8,9,10	20		Quality Control Manager
Rusty Reynolds	Asphalt Plant Operations Manager	5,6,7,8,9,10	35		Asphalt Plant Operations Manager
Mickey Cox	General Manager - Plants and Materials	5,6,7,8,9,10	28		Asphalt Plant Operations Manager
Jim Price, P.E.	Project Manager	5,6,7,8,9,10	23		Civil Engineer/Project Manager
Dale Purcell	Construction Manager	5,6,7,8,9,10	24		Construction Manager
Jayson Brown, P.E.	Project Manager	5,6,7,8,9,10	12		Civil Engineer/Project Manager
Jason Prokopetz, P.E.	Project Manager	5,6,7,8,9,10	20		Civil Engineer/Project Manager
Mike Morgan, P.E.	Project Manager	5,6,7,8,9,10	34		Civil Engineer/Project Manager
Linda Bailey	EEO Officer	5,6,7,8,9,10	12		EEO Officer
Mandy Kustra	Safety Director	5,6,7,8,9,10	19		Safety Director
Eric Green	Safety Manager	5,6,7,8,9,10	14		Safety Manager
Bob Kern	Safety Manager	5,6,7,8,9,10	2		Safety Manager
Steve Ayers	Design Build Project Director	5,6,7,8,9,10	45		Engineer/Manager
Felipe Jaramillo, P.E.	Alternative Contracting Project Manager	5,6,7,8,9,10	17		Civil Engineer/Project Manager
Jerry Hunt	Construction Manager	5,6,7,8,9,10	42		Construction Manager
Garrett Fons	Construction Manager	5,6,7,8,9,10	21		Construction Manager
Roger Owens	Project Manager	5,6,7,8,9,10	35		Project Engineer
Nathan Hassler, P.E.	Project Manager	5,6,7,8,9,10	11		Project Engineer
Clayton Cross	Project Manager	5,6,7,8,9,10	18		Project Engineer
Chris Stewart	Project Superintendent	5,6,7,8,9,10	28		Foreman/Superintendent
Wally Cabral	Project Superintendent	5,6,7,8,9,10	40		Foreman/Superintendent
Ralph Bridger	Project Superintendent	5,6,7,8,9,10	43		Foreman/Superintendent
Joseph Dutton	Project Superintendent	5,6,7,8,9,10	29		Foreman/Superintendent
Brian Pittman	Asphalt Paving Superintendent	5,6,7,8,9,10	15		Foreman/Superintendent
Christie Alvaro, P.E.	Senior Estimator	5,6,7,8,9,10	22		Civil Engineer/Senior Estimator
Dave Reid	Senior Estimator	5,6,7,8,9,10	26		Senior Estimator

Type of Work:

- 5 Grading (Includes Clearing and Grubbing, Excavation and Embankment)
- 6 Drainage (All Storm Drains, Pipe Culverts, Culverts, etc.)
- 7 Flexible Paving (Includes Limerock, Shell Base and other Optional Base Courses, Soil-Cemented Base, Mixed-in-Place Bituminous Surface Treatments, and Stabilizing)
- 8 Portland Cement Concrete Paving
- 9 Hot Plant-Mixed Bituminous Structural and Surface Courses
- 10 Milling



Employment Eligibility Verification

Welcome
Ingrid Delaney

User ID

Last Login

01:31 PM - 01/11/2016

Log Out



Click any for help

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[View Cases](#)
[Search Cases](#)
[My Profile](#)
[Edit Profile](#)
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[My Company](#)
[Edit Company Profile](#)
[Add New User](#)
[View Existing Users](#)
[Close Company Account](#)
[My Reports](#)
[View Reports](#)
[My Resources](#)
[View Essential Resources](#)
[Take Tutorial](#)
[View User Manual](#)
[Share Ideas](#)
[Contact Us](#)

Company Information

Company Name: Ajax Paving Industries of Florida, LLC

View / Edit

Company ID Number: 390402

Doing Business As (DBA)
Name:

DUNS Number: 032436479

Physical Location:

Address 1: One Ajax Drive

Address 2:

City: North Venice

State: FL

Zip Code: 34275

County: SARASOTA

Mailing Address:

Address 1:

Address 2:

City:

State:

Zip Code:

Additional Information:

Employer Identification Number: 281871986

Total Number of Employees: 100 to 499

Parent Organization:

Administrator:

Organization Designation:

Employer Category: None of these categories apply

NAICS Code: 237 - HEAVY AND CIVIL ENGINEERING CONSTRUCTION

View / Edit

Total Hiring Sites: 2

View / Edit

Total Points of Contact: 2

View / Edit



U.S. Department of Homeland Security - www.dhs.gov

U.S. Citizenship and Immigration Services - www.uscis.gov

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Detail by FEI/EIN Number

Florida Limited Liability Company

AJAX PAVING INDUSTRIES OF FLORIDA LLC

Filing Information

Document Number	L08000010565
FEI/EIN Number	26-1871966
Date Filed	01/30/2008
Effective Date	07/16/1981
State	FL
Status	ACTIVE
Last Event	LC STMNT OF RA/RO CHG
Event Date Filed	06/19/2018
Event Effective Date	NONE

Principal Address

ONE AJAX DRIVE
NORTH VENICE, FL 34275

Changed: 01/24/2019

Mailing Address

ONE AJAX DRIVE
NORTH VENICE, FL 34275

Changed: 08/06/2015

Registered Agent Name & Address

HACKETT II, JACK O.
FARR LAW FIRM
99 NESBIT STREET
PUNTA GORDA, FL 33950

Name Changed: 01/24/2021

Address Changed: 01/24/2021

Authorized Person(s) Detail

Name & Address

Title MANAGER

JACOB, JAMES A

ONE AJAX DRIVE
NORTH VENICE, FL 34275

Title MANAGER/CEO

HORAN, MICHAELA
ONE AJAX DRIVE
NORTH VENICE, FL 34275

Title PRESIDENT

HAFELI, VINCE
ONE AJAX DRIVE
NORTH VENICE, FL 34275

Title DIRECTOR OF FINANCE

FULMER, RYAN
ONE AJAX DRIVE
NORTH VENICE, FL 34275

Title VICE PRESIDENT

PITTMAN, SCOTT
ONE AJAX DRIVE
NORTH VENICE, FL 34275

Title FLEET MANAGER

MAITLAND, DAN
ONE AJAX DRIVE
NORTH VENICE, FL 34275

Annual Reports

Report Year	Filed Date
2020	04/29/2020
2020	05/06/2020
2021	01/24/2021

Document Images

01/24/2021 -- ANNUAL REPORT	View image in PDF format
05/06/2020 -- AMENDED ANNUAL REPORT	View image in PDF format
04/29/2020 -- ANNUAL REPORT	View image in PDF format
12/12/2019 -- AMENDED ANNUAL REPORT	View image in PDF format
09/30/2019 -- AMENDED ANNUAL REPORT	View image in PDF format
01/24/2019 -- ANNUAL REPORT	View image in PDF format
06/19/2018 -- CORLCRACHG	View image in PDF format
01/18/2018 -- ANNUAL REPORT	View image in PDF format
01/19/2017 -- ANNUAL REPORT	View image in PDF format
02/01/2016 -- ANNUAL REPORT	View image in PDF format
08/06/2015 -- AMENDED ANNUAL REPORT	View image in PDF format

04/08/2015 -- ANNUAL REPORT	View image in PDF format
12/29/2014 -- Merger	View image in PDF format
01/10/2014 -- ANNUAL REPORT	View image in PDF format
01/25/2013 -- ANNUAL REPORT	View image in PDF format
01/16/2012 -- ANNUAL REPORT	View image in PDF format
01/04/2011 -- ANNUAL REPORT	View image in PDF format
01/07/2010 -- ANNUAL REPORT	View image in PDF format
01/22/2009 -- ANNUAL REPORT	View image in PDF format
01/30/2008 -- Florida Limited Liability	View image in PDF format

Florida Department of State, Division of Corporations



Ajax Paving Industries of Florida, LLC

OFFICES

NORTH VENICE OFFICE

One Ajax Drive
North Venice, FL 34275
941.486.3600
941.486.3500 Fax

FORT MYERS OFFICE

13350 Rickenbacker Pkwy
Fort Myers, FL 33913
239.936.9444
239.936.9445 Fax

TEMPLE TERRACE OFFICE

7860 Professional Place
Temple Terrace, FL 33637
813.769.1990
813.769.1991 Fax

LAKE WALES OFFICE

24174 Highway 27, Unit #300
Lake Wales, FL 33859

ASPHALT PLANTS & AJAX MATERIALS

NORTH VENICE PLANT 1

One Ajax Dr
North Venice, FL 34275
941.486.3420 Tower
941.486.8771 Fax

PUNTA GORDA PLANT 2

40851 Cook Brown Road
Punta Gorda, FL 33982
239.543.4544 Tower
239.543.1105 Fax

PORT MANATEE PLANT 3

12165 U.S. 41 North
Palmetto, FL 34221
941.845.1138 Tower
941.721.3155 Fax

FORT MYERS PLANT 4

7121 Pennsylvania Street
Fort Myers, FL 33912
239.489.3320 Tower
239.489.9973 Fax

ODESSA PLANT 5

11603 S.R. 54
Odessa, FL 33556
727.375.5780 Tower
727.375.5750

TAMPA PLANT 6

6050 Jensen Road
Tampa, FL 33619
813.574.8331 Tower
813.574.8334 Fax

LARGO PLANT 7

1550 Starkey Road
Largo, FL 33771
727.499.2168 Tower
727.499.2169 Fax

LAKE WALES PLANT 8

1800 Old Bartow Road
Lake Wales, FL 33859

AJAX MATERIALS

500 Gene Green Road
Nokomis, FL 34275
941.485.5301 Office
941.485.5264 Fax

www.ajaxpaving.com



PROPOSAL BOND

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

KNOWN ALL MEN BY THESE PRESENTS: That we, the undersigned, Kamminga & Roodvoets, Inc.
 5219 Cone Rd., Tampa, FL 33610 as Principal, and Liberty Mutual Insurance Company
 as Surety, who's address is 175 Berkeley St, Boston, MA 02116, are held and firmly bound unto the City
 of Madeira Beach, Florida, in the sum of 10% of Total Bid Amount Dollars
 (\$-----10%-----) (being a minimum of 10% 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.

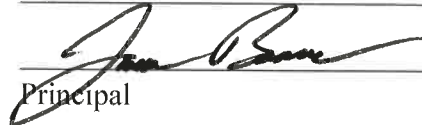
The condition of the above obligation is such that if the attached Proposal of Kamminga & Roodvoets, Inc.
 as Principal, and Liberty Mutual Insurance Company as Surety,
 for work specified as: Gulf Lane Roadway & Beach Access Improvements RFP #2023-03

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 Proposal Bond will be paid to the City as stipulated or liquidated damages.

Signed this 11th day of May, 2023.

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

Kamminga & Roodvoets, Inc.


 Principal

By: VP Estimating
 Title

Liberty Mutual Insurance Company


 Carolyn Schultz Attorney-In- Fact for Surety

(The person signing shall, in his own handwriting,
 sign the Principal's name, his own name, and his title;
 where the person is signing for a Corporation, he
 must, by Affidavit, show his authority to bind the
 Corporation).

AFFIDAVIT

(To be filled in and executed if the bidder is a corporation)

STATE OF FLORIDA**COUNTY OF** Hillsborough

Brad Tidey being duly sworn, deposes and says that he/she is
 Assistant Secretary of Kamminga & Roodvoets, Inc. a
 corporation organized and existing under and by virtue of the laws of the State of Florida, and having its
 principal office at:

5219 Cone Rd Tampa Hillsborough Florida
 (Street & Number) (City) (County) (State)

Affiant further says that he is familiar with the records, minute books and by-laws of
Kamminga & Roodvoets, Inc.
 (Name of Corporation)

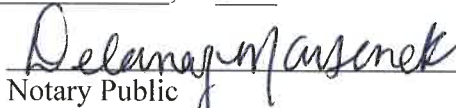
Affiant further says that James Barnes is VP Estimating
 (Officer's Name) (Title)
 of the corporation, is duly authorized to sign the Proposal for Kamminga & Roodvoets, Inc.
 or said corporation by virtue of Michigan

(state whether a provision of by laws or a Resolution of
 Board of Directors. If by Resolution give date of adoption).



Brad Tidey
 Affiant

Sworn to before me this 11th day of May, 2023.

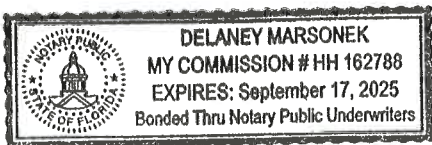


Notary Public

Delaney Marsonек

Type / Print / Stamp Name of Notary

Title or Rank, and Serial No., if any





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Item 4G.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8205603-975250**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Carla A. Charles; Carolyn Schultz; Jamie Baxter; Jamie Navalta; Mari D. Maceri; Noelle L. Fish

all of the city of Grand Rapids state of MI each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 18th day of May, 2021.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 18th day of May, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 11th day of May, 2023.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA

COUNTY OF HillsboroughJames Barnes

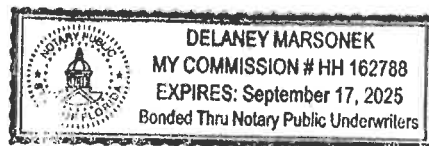
being, first duly sworn, deposes and says that he is

VP Estimatingof Kamminga & Roodvoets, Inc.,

the party making the foregoing Proposal or Bid; that such Bid is genuine and not collusive or sham; that said bidder is not financially interested in or otherwise affiliated in a business way with any other bidder on the same contract; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidders or person, to put in a sham bid or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or any other bidder, or to fix any overhead, profit or cost element of said bid price, or that of any other bidder, or to secure any advantage against the City of Madeira Beach, Florida, or any person or persons interested in the proposed contract; and that all statements contained in said proposal or bid are true; and further, that such bidder has not directly or indirectly submitted this bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.


 Affiant

 Sworn to and subscribed before me this 11th day of May, 2023.


 Notary Public


PROPOSAL

(1)

TO THE CITY OF MADEIRA BEACH, FLORIDA, for**GULF LANE ROADWAY & BEACH ACCESS IMPROVEMENTS RFP #2023-03****PROJEECT CONTRACT #A314303000**

and doing such other work incidental thereto, all in accordance with the contract documents, marked

GULF LANE ROADWAY & BEACH ACCESS IMPROVEMENTS RFP #2023-03**PROJEECT CONTRACT #A314303000**

Every bidder must take notice of the fact that even though his proposal be accepted and the documents signed by the bidder to whom an award is made and by those officials authorized to do so on behalf of the City of Madeira Beach, Florida, that no such award or signing shall be considered a binding contract without a certificate from the Finance Director that funds are available to cover the cost of the work to be done, or without the approval of the City Attorney as to the form and legality of the contract and all the pertinent documents relating thereto having been approved by said City Attorney; and such bidder is hereby charged with this notice.

The signer of the Proposal, as bidder, also declares that the only person, persons, company or parties interested in this Proposal, are named in this Proposal, that he has carefully examined the Advertisement, Instructions to Bidders, Contract Specifications, Plans, Supplemental Specifications, General Conditions, Special Provisions, and Contract Bond, that he or his representative has made such investigation as is necessary to determine the character and extent of the work and he proposes and agrees that if the Proposal be accepted, he will contract with the City of Madeira Beach, Florida, in the form of contract; hereto annexed, to provide the necessary labor, materials, machinery, equipment, tools or apparatus, do all the work required to complete the contract within the time mentioned in the General Conditions and according to the requirements of the City of Madeira Beach, Florida, as herein and hereinafter set forth, and furnish the required surety bonds for the following prices to wit:

PROPOSAL

(2)

If the foregoing Proposal shall be accepted by the City of Madeira Beach, Florida, and the undersigned shall fail to execute a satisfactory contract as stated in the Advertisement herein attached, then the City may, at its option determine that the undersigned has abandoned the Contract, and thereupon this Proposal shall be null and void, and the certified check or bond accompanying this Proposal, shall be forfeited to become the property of the City of Madeira Beach, Florida, and the full amount of said check shall be retained by the City, or if the Proposal Bond be given, the full amount of such bond shall be paid to the City as stipulated or liquidated damages; otherwise, the bond or certified check accompanying this Proposal, or the amount of said check, shall be returned to the undersigned as specified herein.


Attached hereto is a bond or certified check on Liberty Mutual Insurance Company
Bank, for the sum of Ten Percent of the Total
Bid Amount (\$ -----10%-----)
 (being a minimum of 10% of Contractor's total bid amount).

The full names and residences of all persons and parties interested in the foregoing bid are as follows:

(If corporation, give the names and addresses of the President and Secretary. If firm or partnership, the names and addresses of the members or partners. The Bidder shall list not only his name but also the name of any person with whom bidder has any type of agreement whereby such person's improvements, enrichment, employment, or possible benefit, whether sub-contractor, materialman, agent, supplier, or employer is contingent upon the award of the contract to the bidder).

NAMES:

ADDRESSES:

Kurt Poll, President3435 Broadmoor Ave SE, Grand Rapids, MI 49512Marcus B. Tidey, Jr., Vice President5219 Cone Rd, Tampa, FL 33610Joanne Pershbacher, Secretary/C.F.O.3435 Broadmoor Ave SE, Grand Rapids, MI 49512Brad Tidey, Assistant Secretary-FL Operations5219 Cone Rd, Tampa, FL 33610Signature of Bidder: (The bidder must indicate whether Corporation, Partnership, Company or Individual).

PROPOSAL

(3)

The person signing shall, in his own handwriting, sign the Principal's name, his own name and his title. Where the person signing for a corporation is other than the President or Vice President, he must, by affidavit, show his authority, to bind the corporation.

Principal:

By:  Title: VP EstimatingBusiness Address of Bidder: 5219 Cone RdCity and State: Tampa, Florida Zip Code 33610Dated at Tampa, Florida, this 11th day of May, A.D., 203.

CITY OF MADEIRA BEACH
ADDENDUM SHEET

PROJECT: GULF LANE ROADWAY & BEACH ACCESS IMPROVEMENTS RFP #2023-03
 PROJECT CONTRACT # A314303000 CONTRACT # A314303000

Acknowledgment is hereby made of the following addenda received since issuance of Plans and Specifications.

Addendum No. <u>1</u>	Date: <u>4/27/23</u>
Addendum No. <u>2</u>	Date: <u>4/27/23</u>
Addendum No. <u>3</u>	Date: <u>4/27/23</u>
Addendum No. <u>4</u>	Date: <u>5/3/23</u>
Addendum No. <u>5</u>	Date: <u>5/4/23</u>
Addendum No. _____	Date: _____
Addendum No. _____	Date: _____
Addendum No. _____	Date: _____
Addendum No. _____	Date: _____
Addendum No. _____	Date: _____
Addendum No. _____	Date: _____

Kamminga & Roodvoets, Inc.

(Name of Bidder)


 (Signature of Officer)

VP Estimating

(Title of Officer)

5/11/23

(Date)

ADDENDUM #4**BIDDER'S PROPOSAL**

PROJECT: **GULF LANE ROADWAY & BEACH ACCESS IMPROVEMENTS RFP #2023-03**

PROJECT CONTRACT #A314303000

CONTRACTOR: Kamminga & Roodvoets, Inc.

BIDDER'S GRAND TOTAL: \$ 2,941,196.50

(NUMBERS)

BIDDER'S GRAND TOTAL: _____

Two Million Nine Hundred Forty One Thousand One Hundred

Ninety Six Dollars and Fifty Cents

(WORDS)

CONSTRUCTION PLANS - BID PROPOSAL					
Project: Gulf Lane Roadway & Beach Access Improvements RFP #2023-03					
BID ITEM		UNIT	EST QTY	UNIT PRICE (\$)	TOTAL (\$)
1.0	MOBILIZATION AND SITE PREPARATION				
1.1	Mobilization and Project Sign	LS	1	\$285,000.00	\$285,000.00
1.2	Maintenance of Traffic	LS	1	\$215,000.00	\$215,000.00
1.3	Erosion and Sediment Control	LS	1	\$89,000.00	\$89,000.00
1.4	Lawn Sprinkler Restoration	LF	500	\$20.00	\$10,000.00
Subtotal - General (1.1 - 1.8)					\$599,000.00
2.0	EARTHWORK				
2.1	Demolition	LS	1	\$163,300.00	\$163,300.00
2.2	Sod	SF	5,000	\$4.00	\$20,000.00
2.3	Crushed Shell/Rock/Mulch Restoration (4")	SF	4,300	\$7.00	\$30,100.00
Subtotal - Earthwork (2.1 - 2.3)					\$213,400.00
3.0	PAVING AND MARKING				
3.1	Pervious Pavement w/ Filter Fabric & Crushed Concrete Base (see Detail)	SY	1,050	\$254.00	\$266,700.00
3.2	(2") 1-1/2" Mill and Resurfacing (SP12.5) (SP 9.5)	SY	3,900	\$40.00	\$156,000.00
3.3	Restoration of Adjacent Asphalt (SP 9.5)	SY	800	\$43.00	\$34,400.00
3.4	6" Header & D Curb	LF	1,430	\$54.50	\$77,935.00
3.5	Modified Valley Gutter Curb (Miami Curb) & Drop curb	LF	450	\$55.00	\$24,750.00
3.6	Flush Curb for brick pavers & concrete apron tie-in (saw cut and add Rebar)	LF	600	\$58.50	\$35,100.00

ADDENDUM #4

3.7	Driveway Replacement (Brick)	SF	6,600	\$10.00	\$66,000.00
3.8	Driveway Apron Replacement (6" Concrete, 3000 PSI)	SF	4,500	\$15.50	\$69,750.00
3.9	24" Pavement Markings (Stop Bar)	LF	200	\$14.00	\$2,800.00
3.10	Remove and Replace All Traffic on Gulf Lane & Beach Access Parking Signs	EA	35	\$350.00	\$12,250.00
3.11	Ring & Cover Adjustments	EA	6	\$1,100.00	\$6,600.00
3.12	Valve Box Adjustments	EA	3	\$700.00	\$2,100.00
Subtotal - Paving and Marking (3.1 - 3.12)					\$754,385.00
SUBTOTAL (1.0, 2.0, and 3.0)					\$1,566,785.00
Total – 1 0% Contingency					\$156,678.50
TOTAL (1.0, 2.0, and 3.0)					\$1,723,463.50

MISCELLANEOUS ITEMS					
4.0	Johns Pass Parking Lot				
4.1	Mobilization	LS	1	\$50,000.00	\$50,000.00
4.2	(2") 1-1/2" Mill and Resurfacing (SP12.5) (SP 9.5)	SY	5674	\$31.00	\$175,894.00
4.3	Leveling Course (SP12.5) (SP 9.5)	SY	250	\$41.00	\$10,250.00
4.4	Wheel Stop (new to replace broken)	EA	20	\$187.00	\$3,740.00
4.5	Remove & Reuse Wheel Stop	EA	129	\$90.00	\$11,610.00
4.6	Concrete Pad around the Restrooms 6"	SF	950	\$21.00	\$19,950.00
4.7	Stripping White (Thermo)	LF	5000	\$3.00	\$15,000.00
4.8	ADA Stall Striping (7)	EA	7	\$90.00	\$630.00
Subtotal - Johns Pass Parking Lot (4.1 - 4.8)					\$287,074.00
Miscellaneous Items					
5.0	Boca Ciega Ave & 131st Ave E				
5.1	Demo 30 x 22 pervious concrete panel	LS	1	\$5,000.00	\$5,000.00
5.2	Sand layer 2" inches 30x22 (Mirafi)	LS	1	\$2,500.00	\$2,500.00
5.3	6" Concrete panel – 3 side chaffers (660sf)	SF	4040	\$21.00	\$13,860.00
Subtotal-Boca Ciega Ave & 131st Ave E (5.1 - 5.3)					\$21,360.00
ADDENDUM #1					
6.0	FDOT#	Beach Access Parking Lots Improvement			
6.1	104-10-3	SEDIMENT BARRIER	LF	1,710	\$8.00 \$13,680.00
6.2	120-1	EXCAVATION REGULAR	CY	60	\$207.00 \$12,420.00
6.3	160-4	STABILIZATION TYPE B	SY	360	\$90.00 \$32,400.00

ADDENDUM #4

6.4	285-707	BASE OPTIONAL (BASE GROUP 4)	SY	360	\$90.00	\$32,400.00
6.5	327-70-06	MILLING EXIST ASPH PAVT (1.5" AVE DEPTH)	SY	5,910	\$9.50	\$56,145.00
6.6	334-1-13	SUPERPAVE ASPH CONC (TRAFFIC C) (2" SP 9.5)	TN	950	\$230.00	\$218,500.00
6.7	520-1-10	CONCRETE CURB & GUTTER, TYPE F	LF	60	\$104.50	\$6,270.00
6.8	520-2-4	CONCRETE CURB & GUTTER, TYPE D	LF	120	\$76.00	\$9,120.00
6.9	520-2-8	CONCRETE CURB, TYPE RA (SUBSTITUTE MIAMI CURB)	LF	80	\$90.00	\$7,200.00
6.10	522-1	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK	SY	32	\$255.00	\$8,160.00
6.11	711-11-125	THERMOPLASTIC STANDARD, WHITE, SOLID, 24" FOR STOP LINE	LF	108	\$8.50	\$918.00
6.12	711-11-160	THERMOPLASTIC STANDARD, WHITE, MESSAGE OR SYMBOL	EA	17	\$205.00	\$3,485.00
6.13	711-16-101	THERMOPLASTIC STANDARD, OTHER SURFACES, WHITE, SOLID, 6"	LF	3,400	\$2.40	\$8,160.00
6.14	NA	WHEEL STOPS, CONCRETE, F&I	EA	127	\$165.00	\$20,955.00
Subtotal-Beach Access Parking Lots (6.1 – 6.14)					\$429,813.00	
SUBTOTAL (4.0, 5.0, and 6.0)					\$738,247.00	
ADDENDUM #4						
OP	OPTION A – ASPHALT					
OP1	Resurfacing Asphalt SP 12.5		SY	16,534	\$29.00	\$479,486.00
Subtotal-Option A -Asphalt SP 12.5(OP-1)					\$479,486.00	
OVERALL CONSTRUCTION COST					\$2,941,196.50	

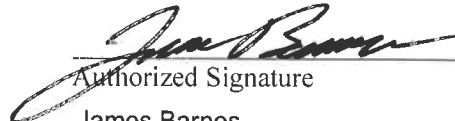
THE BIDDER'S GRAND TOTAL ABOVE IS HIS TOTAL BID BASED ON HIS UNIT PRICES AND LUMP SUM PRICES AND THE ESTIMATED QUANTITIES REQUIRED FOR EACH SECTION. THIS FIGURE IS FOR INFORMATION ONLY AT THE TIME OF OPENING BIDS. THE CITY WILL MAKE THE TABULATION FROM THE UNIT PRICES AND LUMP SUM PRICE BID. IF THERE IS AN ERROR IN THE TOTAL BY THE BIDDER, IT SHALL BE CHANGED AS ONLY THE UNIT PRICES AND LUMP SUM PRICE SHALL GOVERN.

**SCRUTINIZED COMPANIES AND BUSINESS OPERATIONS WITH
CUBA AND SYRIA CERTIFICATION FORM**

PER SECTION III, ITEM 25, IF YOUR BID IS \$1,000,000 OR MORE, 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 with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaging in business operations in Cuba and Syria; and
2. The vendor, company, individual, principal, subsidiary, affiliate, or owner is eligible to participate in this solicitation and is not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Sector List, or engaged in business operations in Cuba and Syria; and
3. Business Operations means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce; 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 with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Sector List, or engages in business operations in Cuba and Syria.



 Authorized Signature
 James Barnes

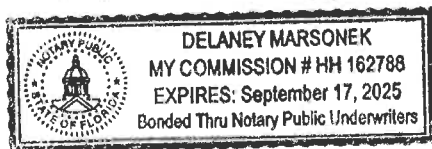
 Printed Name
 VP Estimating

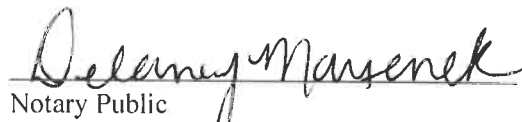
 Title
 Kamminga & Roodvoets, Inc.

 Name of Entity / Corporation

STATE OF Florida
 COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me on this 11th day of May, 2023, by James Barnes (name of person whose signature is being notarized) as the VP Estimating (title) of Kamminga & Roodvoets, Inc. (name of Corporation/Entity), personally known to me as described herein _____, or produced a _____ (type of identification) as identification, and who did / did not take an oath.





 Notary Public
 Delaney Marsonek

 Printed Name

My Commission Expires: 9/17/25

NOTARY SEAL ABOVE

PUBLIC ENTITY CRIMES AFFIDAVITDATE: 5/11/23***SWORN STATEMENT UNDER SECTION 287.133(3) (A), FLORIDA STATUTES******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 CITY OF MADEIRA BEACH by James Barnes - VP Estimating (print individual's name and title) for Kamminga & Roodvoets, Inc. (print name of entity submitting sworn statement) whose business address is 5219 Cone Rd, Tampa, FL 33610 and, (if applicable) its Federal Employer Identification Number (FEIN) is 38-1808100 (if the entity has no FEIN, include Social Security Number of the individual signing this sworn statement: _____).

2. I understand that a "public entity crime" as defined in Paragraph 287.133 of the 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, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" is defined by the Statute to mean a finding of guilt or a conviction of a public entity crime, with or without an 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, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" is defined in Section 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.

5. I understand that a "person" as defined in Section 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 applied to bid on contracts let 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.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement (indicate by placing a check in front of the statement which 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 was 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 was 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 was charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there was 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 vendor list (attach a copy of 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 THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO, OF ANY CHANGE AFFECTING THE CORRECTNESS OF THE INFORMATION CONTAINED IN THIS SWORN STATEMENT.

James Barnes
Authorized Signature

James Barnes
Printed Name

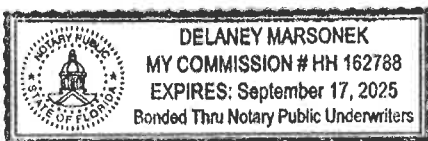
VP Estimating
Title

Kamminga & Roodvoets, Inc.
Name of Entity / Corporation

STATE OF Florida

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me on this 11th day of May, 2023, by James Barnes (name of person whose signature is being notarized) as the VP Estimating (title) of Kamminga & Roodvoets, Inc. (name of Corporation/Entity), personally known to me as described herein ☒, or produced a _____ (type of identification) as identification, and who did / did not take an oath.



Delaney Marsonek
Notary Public

Delaney Marsonek
Printed Name

My Commission Expires: 9/17/25

NOTARY SEAL ABOVE



Kamminga & Roodvoets, Inc.

MICHIGAN OFFICE • 3435 Broadmoor, S.E. • Grand Rapids, MI 49512 • Ph. (616) 949-0800 • Fax (616) 949-1894
 FLORIDA OFFICE • 5219 Cone Road • Tampa, FL 33610 • Ph. (813) 623-3031 • Fax (813) 628-4490
 – AN EQUAL OPPORTUNITY EMPLOYER –

To Whom It May Concern:

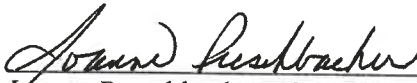
From: Kamminga & Roodvoets, Inc.

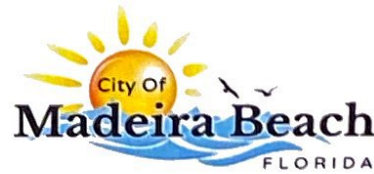
The following is a resolution adopted by the Kamminga & Roodvoets Inc., Board of Directors at their annual meeting on November 4, 2022

CONTRACT AUTHORITY:

“RESOLVED, that the following individuals are hereby authorized to execute, on behalf of Kamminga & Roodvoets, Inc. any and all contracts with any governmental entity and to negotiate and sign all other contracts on behalf of this Corporation.”

Kurt D. Poll.....President
 Marcus B. Tidey, Jr.Vice President
 Bradley Kreider.....V.P. - Construction
 Joanne Perschbacher.....Secretary/C.F.O.
 Brad Tidey.....Assistant Secretary – FL Operations
 Karl Klynstra.....V.P. Estimating
 Daniel Ringnalda.....Assistant Secretary/Risk Manager
 James Barnes.....V.P. Estimating


 Joanne Perschbacher - Secretary

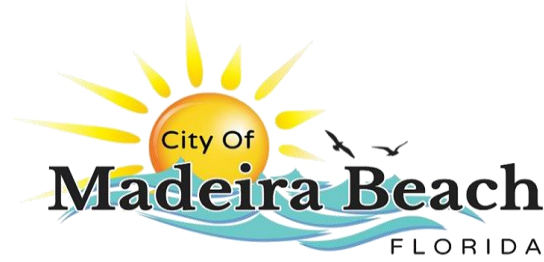


Date: May 11, 2023

Bid Opening

RFP #2023-03 Gulf Lane Roadway & Beach Access Improvements

Name	Company	Email	Phone
Clay Barnes	Komringa Roadworks, inc.	qknots@komringfl.com	813-623-3031
Marcus Epling	KEYSTONE EXCAVATORS, INC.	MARCUS@KEYSTONEEXCAVATORS.COM	813-854-2342
AL CARRIER	TRANSYSTEMS	ACARRIER@TRANSYSTEMS.COM	727 822 4151
Allie Lollis	City of Madeira Beach	alollis@madeirabeachfl.gov	727 221 2800
Megan Wepper	City of Madeira Beach	mwepper@madeirabeachfl.gov	727-543 8154



Date: May 11, 2023

Bid opening: 10:00 AM

Bid Tabulation

RFP #2023-03 Gulf Lane Roadway & Beach Access Improvements

Company	1, 2, 3 & 10% Cont.	Johns Pass Park	Boca Ciega Ave	Beach Accesses	Option A	Overall
Keystone	1,240,827.50	411,277.00	16,490.00	520,309.00	950,705.00	2,188,903.50
K&R	1,723,463.50	287,074.00	21,360.00	429,813.00	479,486.00	2,461,710.50
Ajax	1,505,720.00	350,285.00	23,560.00	632,750.00	562,156.00	2,512,315.00



Memorandum

Meeting Details: May 24, 2023

Prepared For: Mayor & Board of Commissioners

From: Megan Wepfer, Public Works Director

Subject: Professional Services Contract RFQ #20-03 First Amendment

Background

The City of Madeira Beach released a Request for Qualification on February 12, 2020, for Engineering, Mapping & Architectural Services and received 37 statements of qualifications for all 7 disciplines advertised.

The 7 disciplines advertised were:

1. Stormwater/Transportation
2. Survey/Subsurface Utilities Engineering (SUE)
3. Architecture/Landscape Architecture
4. Mapping/GIS/Asset Management
5. Environmental Engineering
6. Structural Engineering
7. Geotechnical Engineering

Currently the Public Works Department has 5 ongoing projects with 3 Firms from RFQ #20-03 and would like to exercise the first amendment to their original contract.

Stormwater/Transportation

- i Applied Sciences
 - i. 3rd Party Review of the Watershed Management Plan
- ii Advanced Engineering & Design
 - i. NPDES Annual Permit
 - ii. Watershed Management Plan
 - iii. Johns Pass Parking Lot Design

Architecture/Landscape Architecture

- iii Halff
 - i. Pock Park Improvements

Fiscal Impact

There is no fiscal impact unless a project is budgeted.

Recommendation(s)

Staff recommends approval of the first amendment extensions for Applied Sciences, Advanced Engineering, and Halff for a 1-year period.

Attachments

- 2020 Contracts
 - o Applied Sciences
 - o Advanced Engineering
 - o Halff
- 1st Amendment Extensions
 - o Applied Sciences
 - o Advanced Engineering
 - o Halff

CONTRACT BETWEEN THE CITY OF MADEIRA BEACH AND
Advanced Engineering & Design, Inc.
PERTAINING TO ENGINEERING, MAPPING & ARCHITECTURAL
SERVICES RFQ No. 20-03
AGREEMENT FOR PROFESSIONAL SERVICES -
DISCIPLINE: Stormwater / Transportation

This Agreement is made and entered into on the 24th day of June, 2020,
by and between the City of Madeira Beach, Florida (City) and Advanced Engineering & Design, Inc.
(Consultant) (collectively the "Parties").

WITNESSETH:

WHEREAS, the City desires to engage the Consultant to perform certain professional services pertinent to such work in accordance with this Agreement; and

WHEREAS, the Consultant desires to provide such professional services in accordance with this Agreement; and

WHEREAS, the City selected the Consultant in accordance with the competitive selection process described in Section 287.055 of the Florida Statutes, and based on information and representations given by the Consultant in a Statement for Qualifications dated March 20, 2020.

NOW, THEREFORE, in consideration of the premises and the mutual benefits which will accrue to the parties in carrying out the terms of this Agreement, it is mutually understood and agreed as follows:

1.0 AGREEMENT DOCUMENTS

This Agreement (also referred to as "Contract") consists of this document including any and all attachments, the Request for Qualifications (RFQ) required Documents for RFQ No. 20-03, and Consultant's proposal submitted in response to the RFQ on or before March 20, 2020, as if all components were set forth in this Agreement verbatim. In the event of a conflict between the terms and conditions provided in this document including the attachments and the RFQ or proposal, the provisions in this document will prevail. No amendment will be effective until and unless reduced to writing and executed by the Parties.

2.0 GENERAL SCOPE OF THIS AGREEMENT

The relationship of Consultant to the City will be that of a professional consultant, and Consultant will provide the professional and technical services required under this Agreement in accordance with acceptable engineering practices and ethical standards.

Consultant has the discretion, subject to the requirement that it perform the services required under this Agreement competently and professionally in accordance with the applicable professional standards and otherwise comply with the terms of this Agreement, to select the means and methods of performing such services. In this regard, Consultant is fully responsible for the employment, direction, supervision, compensation and control of any and all persons employed or retained by the Consultant. Neither Consultant nor Consultant's contractors, subcontractors, consultants, sub-consultants, suppliers, experts, or other persons or organizations retained or utilized by Consultant for the services required under this Agreement will be considered by reason of the provisions of this Agreement or otherwise as being an employee or agent of the City. Consultant shall comply with all workers' compensation, employers' liability and other Federal, State, and municipal laws, ordinances, and regulations required of an employer performing services as provided in this agreement contemplated. Furthermore, Consultant is responsible for paying all income and employment taxes, and the City will not be responsible for collecting and paying withholding, FUTA, FICA and any other state or federal taxes.

Consultant shall perform all services in accordance with generally accepted professional standards. Consultant shall perform all services as expeditiously as is consistent with professional skill and care and the orderly progress of the work. All work of any kind, must conform to and be in compliance with, and Consultant shall be familiar with all applicable codes, laws, ordinances, regulations and restrictions, guidelines, standards, procedures and directives.

3.0 PROFESSIONAL TECHNICAL SERVICES

3.1 It shall be the responsibility of the Consultant to work with and for the City to provide Engineering/Mapping/Architectural Services within discipline:
Stormwater / Transportation.

3.2 The documents will be prepared in sequence under individual work orders.

3.3 The Consultant shall perform all services in accordance with generally accepted professional standards. The Consultant shall perform all services as expeditiously as is consistent with professional skill and care and the orderly progress of the work. All work of any kind, shall conform to and be in compliance with, and

the Consultant shall be familiar with all applicable codes, laws, ordinances, regulations and restrictions, guidelines, standards, procedures and directives.

- 3.4** The Consultant's services under this Agreement will be provided under Work Authorizations. Generally, each Work Authorization will include the services for a single project or assignment, and it will contain a mutually agreed-upon detailed scope of work, fee, and schedule of performance in accordance with applicable fiscal and budgetary constraints.
- 3.5** The Consultant shall maintain an adequate and competent staff of professionally qualified personnel available to the City for the purpose of rendering the required engineering and/or architect services under this Agreement, and must diligently execute the work to meet the completion time established in Work Authorization. The Consultant will not sublet, assign or transfer work under this Agreement to another associated firm, a subcontractor or a Sub-consultant without the prior written consent of the City. The Consultant will require all associated firm-type firms, subcontractors and Sub-consultants to adhere to the terms of this Agreement and the utilization of any such associated firm-type firm, subcontractor or sub-consultant by the Consultant will not relieve the Consultant from any liability or responsibility to the City pursuant to the provisions of this Agreement or any duly executed work authorizations.
- 3.6** The City reserves the right to enter into contracts with other consulting firms for similar services. The Consultant will, when directed to do so by the City, coordinate and work with other consulting firms retained by the City.
- 3.7** At all times during the performance of any of the services required under this Agreement, Consultant shall comply with Title VII of the Civil Rights Act of 1964, as amended (45 C.F.R. Part 1010), and the Florida Civil Rights Act of 1992. Consultant shall not discriminate in any form or manner against its employees or applicants for employment on the basis of race, color, national origin, religion, sex, age, handicap or marital status. Further, Consultant shall comply with all applicable rules, regulations or executive order promulgated to give effect to the Civil Rights Act of 1964, as amended.

4.0 WORK AUTHORIZATIONS

- 4.1** There is no guarantee of work under this Agreement. Consultant shall begin work promptly after receipt of a fully executed copy of each Work Authorization, in accordance with Paragraph 3.2, above. Receipt of a fully executed Work Authorization constitutes written notice to proceed.

- 4.2 If Consultant's services called for under any Work Authorization are delayed for reasons beyond the Consultant's control, the time of performance will be adjusted as appropriate.
- 4.3 It is the intent of the Parties that this Agreement continue in force until three (3) years from the date of initiation, with the option of the City to provide up to two one-year extension, subject to the provisions for termination contained in this Agreement. Assignments that are in progress at the Agreement termination date will be completed by the Consultant unless specifically terminated by the City.
- 4.4 Consultant acknowledges and agrees that time is of the essence with respect to its performance under this Agreement and any Work Authorization.
- 4.5 If the project described in any Work Authorization is suspended, canceled, or abandoned by the City, without affecting any other Work Authorization or this Agreement, the Consultant will be given five (5) days prior written notice of such action and will be compensated for professional services provided up to the date of suspension, cancellation or abandonment.
- 4.6 Each Work Authorization may establish the following:
- a) A title for the project and/or Work Authorization number;
 - b) A general description of the purpose of the work;
 - c) A clear and concise description of each item of the scope of work to be performed in sufficient detail to reasonably assure both Parties as to the extent and cost of each service to be performed;
 - d) The scope items to which a lump sum fee applies and the total compensation that will be paid to the Consultant by the City for completion of the project services;
 - e) The scope items, which time charges apply, the rates at which they will be charged by personnel category, and the maximum total compensation amount to which they are limited for each scope item;
 - f) The expenses qualified for reimbursement, and the rates at which they will be charged by expense category, and the maximum total reimbursement amount to which they are limited;
 - g) Description of deliverables;

- h) The committed date of completion of the services and deliverables, with intermediate milestone dates where appropriate;
- i) When sub-consultants are to be utilized, the scope items in which they will be involved, the extent to which they will be involved, and the above-referenced fees and expenses attributable to them;
- j) A designated person to act on the Consultant's behalf on all matters concerning the Work Authorization;
- k) The contract manager designated by the City; and
- l) Any additional details that may be required to describe the duties and obligations of the Parties with respect to a particular Work Authorization.

5.0 PROFESSIONAL SERVICES/CONSULTANT'S COMPETITIVE NEGOTIATION ACT (CCNA) - Florida Statute 287.055

Professional Services provided under this Contract are within the scope of the practice of architecture, landscape architecture, professional engineering, or registered land surveying, as defined by the laws of the State of Florida. Section 287.055 of the Florida Statutes applies to this Contract.

6.0 GENERAL CONSIDERATIONS

6.1 All documents including field books, drawings, specifications, calculations, geotechnical investigation reports, etc., used in the preparation of the work must be supplied by the Consultant and will become the property of the City and must be made available to the City upon request at any reasonable time, including all finished or unfinished documents and other data prepared or obtained by the Consultant upon the termination of this Contract in whole or in part. The City acknowledges that such documents are not intended or represented to be suitable for use by the City or others for purposes other than those for which the documents are prepared. Any reuse of these documents without written verification or adaptation by the Consultant for the specific purpose intended will be at the City's sole risk without liability or legal exposure to the Consultant.

6.2 The Consultant will provide expert witnesses, if required by the City, to testify in connection with any suit at law. A supplemental agreement will be negotiated between the City and the Consultant describing the services desired and will provide a basis for compensation to the Consultant.

6.3 Upon the Consultant's written request, the City will furnish or cause to be furnished such reports, studies, instruments, documents, and other information as the Consultant and City mutually deem necessary. The City does not warrant the accuracy or completeness of the information authored by third parties. The Consultant is responsible for independently verifying the information contained in any documents provided.

6.4 The Consultant agrees not to engage the services of any person or persons in the employ of the City to an allied capacity, on either a full or part-time basis, on the date of the signing of this Agreement, or during its term.

6.5 Key personnel assigned to City projects by the Consultant may not be removed from the projects until alternate personnel acceptable to the City are approved in writing by the City. Key personnel are identified as: Project Manager and technical experts.

6.6 The Consultant shall attach a brief status report on the project(s) with each request for payment.

6.7 The Consultant warrants it is duly permitted by the laws of the State of Florida to render engineering services in the State of Florida and that one or more of its officers and employees are duly registered as professional engineers in the State of Florida. The Consultant recognizes that in rendering or performing professional services pursuant to the provisions of this Agreement, the Consultant is working for the residents of the City of Madeira Beach, Florida, subject to public observation, scrutiny and inquiry and based upon said recognition, the Consultant shall in all of its relationships with the City pursuant to the provisions of this Agreement conduct itself in accordance with all of the recognized applicable ethical standards set by any related national societies, and the reasonable traditions to perform services.

7.0 COMPENSATION

7.1 The Consultant will be compensated for all services rendered under this Agreement in accordance with the provisions of each Work Authorization, upon presentation of Consultant's invoice. An hourly rate schedule and typical methods of compensation are attached as Exhibit "B". The amount of compensation paid to the Consultant will in no event exceed the amount set forth in the Work Authorization. The amount of per diem and travel expenses paid by the City to the Consultant will be limited to the extent set forth in section 112.061 of the Florida Statutes.

7.2 Except as may be addressed in the initiating Work Authorization, the compensation for services will be invoiced by the Consultant and paid by the City once each month. Such invoices will be due and payable upon receipt.

7.3 The Consultant agrees to allow full and open inspection of payroll records and expenditures in connection with hourly rate and cost plus fixed fee work assignments upon request of the City. Recognizing that the City is a public entity, the Consultant shall provide all of the necessary documents and records to the City, and to any independent auditor of the City upon request, as necessary pursuant to acceptable accounting standards applicable to public bodies and to provide the necessary audit trail and justification for the City paying said compensation and expenses.

7.4 Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the City. In its sole discretion, the City reserves the right to forgo use of Consultant for any project which may fall within the Scope of Services listed in this Agreement.

8.0 REPRESENTATIONS

8.1 **CITY REPRESENTATIONS:** The City conducted public announcement, qualification, competitive selection and competitive negotiation procedures for an Agreement in accordance with Section 287.055 of the Florida Statutes, the Consultants' Competitive Negotiation Act (CCNA). The request for proposals (RFQ 20-03) (the RFQ) was publicly advertised on, February 12, 2020. Statements of Qualifications (SOQs) were received by the deadline, including the Consultant's SOQ. The SOQs were publicly opened on March 20, 2020. An Evaluation Committee met publicly and reached consensus on the shortlist ranking. The City certified the short-listed firms, which included the Consultant, as qualified and authorized negotiation of the Agreement at a public meeting. The City has determined that it is necessary, expedient, and in its best interest to enter into this Agreement with the Consultant for the performance of professional consulting services.

8.2 **CONSULTANT REPRESENTATIONS:** The Consultant submitted and stands behind its proposal in response to the above RFQ as accepted into the record of the City, with the knowledge that the City is relying on the proposal as an inducement for entering into this Agreement. The Consultant acknowledges that the City also relied upon the Consultant's representations identified in this Agreement as an inducement for entering into this Agreement.

The Consultant is legally authorized to and, by capacity and experience, is qualified to perform and render all of the professional consulting engineering services identified in this

Agreement and the professional qualifications of the Consultant was material inducement for the City to enter into this Agreement with the Consultant.

The Consultant, in representing the City, shall promote the best interest of the City and assume towards the City a responsible professional relationship consistent with mutual confidence and fair dealing between Consultant and the City.

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement and that it has not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bona fide employee working for the Consultant any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. Consultant represents that it has complied with the provision of section 287.055(6) of the Florida Statutes.

The Consultant currently has no potential or actual conflict of interest with respect to providing professional services to the City. The Consultant agrees to notify the City in writing of any commitments during the term of this Agreement which may constitute a potential or actual conflict of interest with respect to the professional services to be performed for the City. The Consultant agrees that it will not knowingly engage in any contractual or professional obligations that create an appearance of a conflict of interest with respect to the service provided pursuant to this Agreement.

The Consultant acknowledges that the City, as a unit of local government and as a subdivision of the State of Florida, is subject to controls, limitations, regulations and restraints imposed or administered pursuant to numerous applicable laws, ordinances, agreements, rules and regulations of federal, state, regional and certain local jurisdictions, governmental agencies or authorities. Additionally, the Consultant acknowledges that the City often receives grants and participates in grant or funding agreements from federal and state agencies. All services rendered or performed by the Consultant pursuant to any duly executed Work Authorization will be in conformance with any and all grant or funding agreements.

9.0 PROHIBITION AGAINST CONTINGENT FEES

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bona fide employee working for the Consultant any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

10.0 TERMINATION

This Agreement may be terminated by either party with seven (7) days prior written notice, in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. A substantial failure to perform in accordance with the terms of this Agreement, includes but is not limited to the following: (a) failure to begin services authorized under any particular Work Authorization within the time specified in that Work Authorization, or (b) failure to properly and timely perform the services required under this Agreement or as directed by the City, or (c) the bankruptcy or insolvency or a general assignment for the benefit of creditors by Consultant or by any of Consultant's principals, partners, officers or directors, or (d) failure to obey and comply with any applicable laws, ordinances, regulations, agency agreements or other codes of conduct. In the event of any such termination, the City is not obligated to make any further payments to Consultant until such time as the City has determined all direct costs, expenses, losses and damages which the City may have incurred as a result of such default by Consultant, whereupon the City shall be entitled to set off all costs, expenses, losses and damages so incurred by the City against any amounts due Consultant for services properly performed.

11.0 TERMINATION OF CONVENIENCE

Either the City or the Consultant may terminate the Agreement at any time by giving written notice to the other of such termination and specifying the effective date of such termination at least thirty (30) days before said termination date. If the Agreement is terminated by the City as provided in this Agreement, the Consultant will be paid for services rendered through the date of termination.

12.0 PAYMENT WHEN SERVICES ARE TERMINATED

In the event of termination of this Agreement by the City, and not due to the fault of the Consultant, the City will compensate the Consultant for all authorized services performed prior to the effective date of termination.

In the event of termination of this Agreement due to the fault of the Consultant, or at the written request of the Consultant, the City will compensate the Consultant for all authorized services completed, prior to the effective date of termination, which have resulted in a usable product or otherwise tangible benefit to the City. All such payments will be subject to an offset for any damages incurred by the City resulting from any delay occasioned by early termination. This provision will in no way be construed as the sole remedy available to the City in the event of breach by the Consultant.

13.0 SUSPENSION, CANCELLATION OR ABANDONMENT

If the project described in any Work Authorization is suspended, canceled, or abandoned by the City, without affecting any other Work Authorization or this Agreement, the Consultant will be given five (5) days prior written notice of such action and will be compensated for professional services provided up to the date of suspension, cancellation or abandonment.

This Agreement will be administered and interpreted under the laws of the State of Florida.

14.0 INDEPENDENT CONSULTANT

This Agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Consultant, its employees, sub-consultants, representatives, volunteers, and the like, will be an independent Consultant and not an employee of the City for all purposes, including, but not limited to, the application of the following, as amended: the Fair Labor Standards Act minimum wage and overtime payments, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State of Florida revenue and taxation laws, the State of Florida workers' compensation laws, the State of Florida unemployment

insurance laws, and the Florida Retirement System benefits. The Consultant will retain sole and absolute discretion in the judgment on the manner and means of carrying out the Consultant's activities and responsibilities under this Agreement.

15.0 INSURANCE

The Consultant shall maintain such insurance as specified in in General Conditions, Paragraph 37 - Insurance Requirements, of RFQ 20-03 to protect the City from any or all claims for property damage, personal injury, and bodily injury including death, which may arise from operations under this Agreement. Certificates of such insurance must be provided to the City prior to the City issuing the Purchase Order to the Consultant and will also be subject to its approval for adequacy of protection. The City must be named as an additional insured under all policies.

16.0 PROFESSIONAL LIABILITY

The Consultant recognizes that the registered persons practicing engineering with the Consultant as provided in Chapter 471 of the Florida Statutes are not relieved from personal liability for their professional acts and each registered person practicing engineering with the Consultant who performs consulting engineering services for the City pursuant to this Agreement or any particular Work Authorization will be liable in accordance with section 471.023(3) of the Florida Statutes.

17.0 INDEMNIFICATION

17.1 To the greatest extent permitted by law, the Consultant shall indemnify and hold harmless the City, its officers, employees, and agents from and against claims, causes of action, lawsuits, damages, judgments, losses and expenses, whether direct, indirect or consequential, including but not limited to, bodily injury, sickness, disease or death, personal injury, or injury to or destruction of tangible property, including loss of use, to the extent such claims are caused by the negligent or reckless acts or errors or omissions, or intentional wrongful misconduct by the Consultant, any sub-consultant or any other person or organization employed or utilized by Consultant to perform or furnish any of the services required under this Agreement, or anyone for whose acts any of them may be liable. This indemnity will include, but not be limited to, reasonable charges of engineers, attorneys, legal assistants, and other professionals, and costs of both defense and appeal in a court of law, or arbitration, or other tribunal, for any reason. This indemnification also includes claims, damages, losses, and expenses, including reasonable attorneys', experts', and legal assistants' fees and costs, to the extent caused by infringement of patents or copyrights, or public

record violations incident to providing the services required under this Agreement. It is specifically understood and agreed that this indemnification provision does not cover or indemnify the City for its own negligence. This Indemnification provision will survive completion or termination of this Agreement.

- 17.2** Nothing in this Agreement will be interpreted as a waiver by the City of its rights, including the limitations of the waiver of immunity, as set forth in Section 768.28 of the Florida Statutes or any other statutes, and the City expressly reserves these rights to the fullest extent allowed by law. This provision will survive completion or termination of this Agreement.

18.0 PUBLIC RECORDS

The Consultant acknowledges that the portion of its books and records related to its contracting activities with the City may become subject to inspection and copying under the Florida Public Records Act. The Consultant agrees to comply with the Florida Public Records Act, as applicable, including, but not limited to section 119.0701 of the Florida Statutes. The Consultant agrees, to the extent required by law, to:

1. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in performing the services of the Agreement;
2. Provide the public with access to the public records under the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided for by law;
3. Ensure that the public records that are exempt or confidential, and exempt from public record disclosure requirements, are not disclosed, except as authorized by law; and
4. Meet all requirements where retained public records and transfer, at no cost, to the City, all public records in possession of the Consultant, upon termination or completion of the Agreement and destroy any duplicate public records that are exempt or confidential, or exempt from public record disclosure requirements.

Furthermore, the Consultant agrees that all records stored electronically will be provided to the City in a format that is compatible with the information technology systems of the City. The Consultant shall promptly provide the City with a copy of any request to inspect or copy public records that Consultant receives and a copy of the Consultant's response to each request. The Consultant understands and agrees that failure to provide access to the public records will be a material breach of the Agreement, its amendments, and Work Authorizations.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK, CITY OF MADEIRA BEACH
300 MUNICIPAL DRIVE
MADEIRA BEACH, FLORIDA 33708
PHONE: (727)-547-4575
FAX: (727)-547-4582
CVANBLARGAN@MADEIRABEACHFL.GOV**

19.0 MISCELLANEOUS TERMS.

19.1 Assignment. The City and the Consultant each bind themselves and their successors, legal representatives and assigns to the other party to this Agreement and to the partners, successors, legal representatives and assigns of each other party, in respect to all covenants of this Agreement. The Consultant shall not assign or transfer its interest in this Agreement without written consent of the City.

19.2 Administration. The City authorizes the City Manager to administer the terms and conditions of this Agreement on behalf of the City and to make all managerial decisions on behalf of the City as they relate to the provisions of this Agreement. The City Manager will have the authority to transmit instructions, receive information, interpret and define the policy of the City and decisions pertinent to services covered by this Agreement. The City Manager has the right from time to time to designate such other employee of the City as the City Manager may deem advisable to perform administrative and managerial functions as they relate to provisions of this Agreement.

19.3 Litigation. The services must be performed by the Consultant to the reasonable satisfaction of the City and all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Agreement, any duly executed Work Authorization, the prosecution fulfillment of the services under this Agreement and the character, quality, amount and value, which cannot be settled by mutual agreement of the Parties will be settled by recourse to litigation under Florida law in the appropriate court in Pinellas County, Florida. The Agreement will be governed by and construed under the laws of the State of Florida. Each Party consents to the jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the above laying of venue of any such civil action or legal proceeding in such court. This provision will survive completion or termination of this Agreement.

19.4 Inspector General. The Consultant and any sub-consultants understand and will comply with section 20.055(5) of the Florida Statutes and agree to cooperate with the inspector general in any investigation, audit, inspection, review or hearing pursuant to that section.

19.5 Notice. All notices required to be given to the City or Consultant under this Agreement must be sent by (a) registered or certified mail, and notice will be deemed to have been given on the date of acceptance; or (b) delivery (i.e., courier or other hand delivery), overnight delivery, email or facsimile transmission, and notice will be deemed to have been given on the day of delivery or transmission. If the day of notice is a Saturday, Sunday, or legal holiday, notice will be deemed to have been given on the

first calendar day thereafter which is not a Saturday, Sunday, or legal holiday. All notices required to be given to the City must be made to the City at:

City of Madeira Beach
 Attention: Clara VanBlargan – City Clerk
 300 Municipal Drive
 Madeira Beach, Florida 33708
 Phone: (727)-391-9951
 cvanblargan@madeirabeachfl.gov

Or to such other address or facsimile number as the City may direct from time to time by written notice forwarded to the Consultant as provided above.

All notices required to be given to Consultant in this Agreement must be sent to Consultant at:

Company:	<u>Advanced Engineering & Design, Inc.</u>
Attention:	<u>William G. Reidy, P.E.</u>
Address:	<u>3931 68th Avenue</u>
	<u>Pinellas Park, FL 33781</u>
Phone:	<u>727-526-9158</u>
Fax:	<u>727-527-9683</u>
Email:	<u>reidy@aed-fl.com</u>

or to such address or facsimile number as the Consultant may direct from time to time by written notice forwarded to the City as provided above. E-mail transmittal of notices are considered delivered as of the date of electronic transmission. Both parties will supplement emailed notices with a formal version of the notice as outlined above.

19.6 Conflict. It is understood and agreed by the Parties that if any part, term or provision of this Agreement is held to be illegal or in conflict with any law, the validity of the remaining portions or provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

19.7 Interpretation. The Parties represent and warrant that they have entered into this Agreement relying wholly upon their own judgment, belief and knowledge of the nature, extent, effect and duration of any actions, damages and liability therefore. The

Parties represent that they enter into this Agreement without relying upon any statement or representation of the adverse parties other than what has been set forth in writing in this Agreement. The Parties represent that they have had the opportunity to discuss this matter with counsel of their choosing and are satisfied with its counsel and the advice received. The Parties understand this Agreement's contents and agree that this Agreement will not be construed more strongly against any party, regardless of who is responsible for its preparation or drafting. The Parties further declare and represent that no promise, inducement, agreement or understanding not expressed in this Agreement has been made to an adverse party and that this Agreement contains the entire agreement between the Parties and that the terms of this Agreement are contractual and not a mere recital. This Agreement will be deemed and treated as drafted jointly by all the Parties, and no term, condition or provision of this Agreement will be construed more strictly against any Party.

All words used in this Agreement in the singular will extend to and include the plural, and the use of any gender will extend to and include all genders. The term "including" is not limiting. The captions and headings in this Agreement are for convenience of reference only and in no way define or limit the scope or content of this Agreement or in any way affect its provisions.

19.8 Consideration. Each party acknowledges and agrees that the covenants under this Agreement, together with the consideration exchanged under this Agreement, constitute full, fair and valuable consideration for the transfers, transactions and releases required of and by the Parties pursuant to the provisions of this Agreement and that, by virtue of the above-referenced consideration, the Parties have received reasonably equivalent value in exchange for their obligations under this Agreement. The Parties acknowledge and agree that each has received and reviewed a copy of this Agreement in the presence of their respective, independent counsel retained by them. Each party understands the purport, tenor, and effect of this Agreement, and has entered into this Agreement freely and voluntarily.

19.9 Authority. Each of the Parties covenants to the other party that it has lawful authority to enter into this Agreement, that the governing or managing body of each of the Parties has approved this Agreement and that the governing or managing body of each of the Parties has authorized the execution of this Agreement in the manner set forth in this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the City and Consultant have made and executed this Agreement on the date and year first above written.

WITNESSES:



Signature

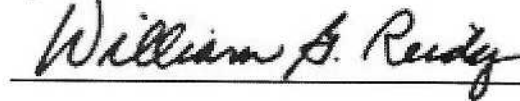
Justin Keller

Printed Name

CONSULTANT

Advanced Engineering & Design, Inc.

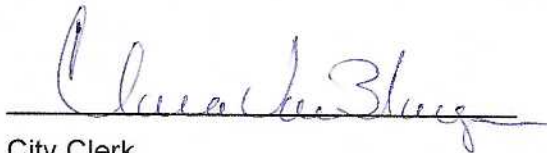
Company Name



Signature

Principal Engineer
Title

William G. Reidy, P.E.
Printed Name



City Clerk

CITY OF MADEIRA BEACH, FLORIDA



Mayor

Approved as to form and sufficiency:



City Attorney

EXHIBIT B: RFQ 20-03 | Engineering, Mapping & Architectural Services

Company Name: Advanced Engineering & Design

Position/Classification/Title	Hourly Salary & Benefits	Rate w/Multiplier
Officer in Charge	\$67.28	\$ 201.84
Sr. Project Manager	\$62.10	\$ 186.30
Project Manager	\$53.82	\$ 161.46
Construction Manager	\$51.75	\$ 155.25
Construction Engineer	\$45.54	\$ 136.62
Sr. Project Engineer	\$51.75	\$ 155.25
Project Engineer	\$45.54	\$ 136.62
Senior Designer	\$41.40	\$ 124.20
Field Technician	\$27.95	\$ 83.85
Sr. CAD Operator	\$34.16	\$ 102.48
CAD Operator	\$30.02	\$ 90.06
Administrative/ Clerical	\$19.67	\$ 59.01
Receptionist	\$15.53	\$ 46.59
		\$ -
		\$ -
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		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -

Overhead/Fringe multiplier: 3.00

William A. Reidy
Signature

WILLIAM G. REIDY 6/11/2020
Printed Name

Notes:

* Overhead/Fringe Multiplier to remain constant throughout contract

EXHIBIT C: RFQ 20-03 | Engineering, Mapping & Architectural Services

Company Name: Advanced Engineering & Design, Inc.

[illegible]

William A. Reddy
Signature

Printed Name WILLIAM G. REIDY

6/11/2020

Notes:

* Maximum Annual Escalation Factor to remain constant throughout contract

CONTRACT BETWEEN THE CITY OF MADEIRA BEACH AND
PERTAINING TO ENGINEERING, MAPPING & ARCHITECTURAL
SERVICES RFQ No. 20-03
AGREEMENT FOR PROFESSIONAL SERVICES -
DISCIPLINE: 3 - Architecture/Landscape Architecture

This Agreement is made and entered into on the 24th day of June, 2020,
by and between the City of Madeira Beach, Florida (City) and Half Associates, Inc.
(Consultant) (collectively the "Parties").

WITNESSETH:

WHEREAS, the City desires to engage the Consultant to perform certain professional services pertinent to such work in accordance with this Agreement; and

WHEREAS, the Consultant desires to provide such professional services in accordance with this Agreement; and

WHEREAS, the City selected the Consultant in accordance with the competitive selection process described in Section 287.055 of the Florida Statutes, and based on information and representations given by the Consultant in a Statement for Qualifications dated March 20, 2020.

NOW, THEREFORE, in consideration of the premises and the mutual benefits which will accrue to the parties in carrying out the terms of this Agreement, it is mutually understood and agreed as follows:

1.0 AGREEMENT DOCUMENTS

This Agreement (also referred to as "Contract") consists of this document including any and all attachments, the Request for Qualifications (RFQ) required Documents for RFQ No. 20-03, and Consultant's proposal submitted in response to the RFQ on or before March 20, 2020, as if all components were set forth in this Agreement verbatim. In the event of a conflict between the terms and conditions provided in this document including the attachments and the RFQ or proposal, the provisions in this document will prevail. No amendment will be effective until and unless reduced to writing and executed by the Parties.



2.0 GENERAL SCOPE OF THIS AGREEMENT

The relationship of Consultant to the City will be that of a professional consultant, and Consultant will provide the professional and technical services required under this Agreement in accordance with acceptable engineering practices and ethical standards.

Consultant has the discretion, subject to the requirement that it perform the services required under this Agreement competently and professionally in accordance with the applicable professional standards and otherwise comply with the terms of this Agreement, to select the means and methods of performing such services. In this regard, Consultant is fully responsible for the employment, direction, supervision, compensation and control of any and all persons employed or retained by the Consultant. Neither Consultant nor Consultant's contractors, subcontractors, consultants, sub-consultants, suppliers, experts, or other persons or organizations retained or utilized by Consultant for the services required under this Agreement will be considered by reason of the provisions of this Agreement or otherwise as being an employee or agent of the City. Consultant shall comply with all workers' compensation, employers' liability and other Federal, State, and municipal laws, ordinances, and regulations required of an employer performing services as provided in this agreement contemplated. Furthermore, Consultant is responsible for paying all income and employment taxes, and the City will not be responsible for collecting and paying withholding, FUTA, FICA and any other state or federal taxes.

Consultant shall perform all services in accordance with generally accepted professional standards. Consultant shall perform all services as expeditiously as is consistent with professional skill and care and the orderly progress of the work. All work of any kind, must conform to and be in compliance with, and Consultant shall be familiar with all applicable codes, laws, ordinances, regulations and restrictions, guidelines, standards, procedures and directives.

3.0 PROFESSIONAL TECHNICAL SERVICES

3.1 It shall be the responsibility of the Consultant to work with and for the City to provide Engineering/Mapping/Architectural Services within discipline:

3- Architecture/Landscape Architecture

3.2 The documents will be prepared in sequence under individual work orders.

3.3 The Consultant shall perform all services in accordance with generally accepted professional standards. The Consultant shall perform all services as expeditiously as is consistent with professional skill and care and the orderly progress of the work. All work of any kind, shall conform to and be in compliance with, and

the Consultant shall be familiar with all applicable codes, laws, ordinances, regulations and restrictions, guidelines, standards, procedures and directives.

- 3.4** The Consultant's services under this Agreement will be provided under Work Authorizations. Generally, each Work Authorization will include the services for a single project or assignment, and it will contain a mutually agreed-upon detailed scope of work, fee, and schedule of performance in accordance with applicable fiscal and budgetary constraints.
- 3.5** The Consultant shall maintain an adequate and competent staff of professionally qualified personnel available to the City for the purpose of rendering the required engineering and/or architect services under this Agreement, and must diligently execute the work to meet the completion time established in Work Authorization. The Consultant will not sublet, assign or transfer work under this Agreement to another associated firm, a subcontractor or a Sub-consultant without the prior written consent of the City. The Consultant will require all associated firm-type firms, subcontractors and Sub-consultants to adhere to the terms of this Agreement and the utilization of any such associated firm-type firm, subcontractor or sub-consultant by the Consultant will not relieve the Consultant from any liability or responsibility to the City pursuant to the provisions of this Agreement or any duly executed work authorizations.
- 3.6** The City reserves the right to enter into contracts with other consulting firms for similar services. The Consultant will, when directed to do so by the City, coordinate and work with other consulting firms retained by the City.
- 3.7** At all times during the performance of any of the services required under this Agreement, Consultant shall comply with Title VII of the Civil Rights Act of 1964, as amended (45 C.F.R. Part 1010), and the Florida Civil Rights Act of 1992. Consultant shall not discriminate in any form or manner against its employees or applicants for employment on the basis of race, color, national origin, religion, sex, age, handicap or marital status. Further, Consultant shall comply with all applicable rules, regulations or executive order promulgated to give effect to the Civil Rights Act of 1964, as amended.

4.0 WORK AUTHORIZATIONS

- 4.1** There is no guarantee of work under this Agreement. Consultant shall begin work promptly after receipt of a fully executed copy of each Work Authorization, in accordance with Paragraph 3.2, above. Receipt of a fully executed Work Authorization constitutes written notice to proceed.

- 4.2 If Consultant's services called for under any Work Authorization are delayed for reasons beyond the Consultant's control, the time of performance will be adjusted as appropriate.
- 4.3 It is the intent of the Parties that this Agreement continue in force until three (3) years from the date of initiation, with the option of the City to provide up to two one-year extension, subject to the provisions for termination contained in this Agreement. Assignments that are in progress at the Agreement termination date will be completed by the Consultant unless specifically terminated by the City.
- 4.4 Consultant acknowledges and agrees that time is of the essence with respect to its performance under this Agreement and any Work Authorization.
- 4.5 If the project described in any Work Authorization is suspended, canceled, or abandoned by the City, without affecting any other Work Authorization or this Agreement, the Consultant will be given five (5) days prior written notice of such action and will be compensated for professional services provided up to the date of suspension, cancellation or abandonment.
- 4.6 Each Work Authorization may establish the following:
- a) A title for the project and/or Work Authorization number;
 - b) A general description of the purpose of the work;
 - c) A clear and concise description of each item of the scope of work to be performed in sufficient detail to reasonably assure both Parties as to the extent and cost of each service to be performed;
 - d) The scope items to which a lump sum fee applies and the total compensation that will be paid to the Consultant by the City for completion of the project services;
 - e) The scope items, which time charges apply, the rates at which they will be charged by personnel category, and the maximum total compensation amount to which they are limited for each scope item;
 - f) The expenses qualified for reimbursement, and the rates at which they will be charged by expense category, and the maximum total reimbursement amount to which they are limited;
 - g) Description of deliverables;

- h) The committed date of completion of the services and deliverables, with intermediate milestone dates where appropriate;
- i) When sub-consultants are to be utilized, the scope items in which they will be involved, the extent to which they will be involved, and the above-referenced fees and expenses attributable to them;
- j) A designated person to act on the Consultant's behalf on all matters concerning the Work Authorization;
- k) The contract manager designated by the City; and
- l) Any additional details that may be required to describe the duties and obligations of the Parties with respect to a particular Work Authorization.

5.0 PROFESSIONAL SERVICES/CONSULTANT'S COMPETITIVE NEGOTIATION ACT (CCNA) - Florida Statute 287.055

Professional Services provided under this Contract are within the scope of the practice of architecture, landscape architecture, professional engineering, or registered land surveying, as defined by the laws of the State of Florida. Section 287.055 of the Florida Statutes applies to this Contract.

6.0 GENERAL CONSIDERATIONS

6.1 All documents including field books, drawings, specifications, calculations, geotechnical investigation reports, etc., used in the preparation of the work must be supplied by the Consultant and will become the property of the City and must be made available to the City upon request at any reasonable time, including all finished or unfinished documents and other data prepared or obtained by the Consultant upon the termination of this Contract in whole or in part. The City acknowledges that such documents are not intended or represented to be suitable for use by the City or others for purposes other than those for which the documents are prepared. Any reuse of these documents without written verification or adaptation by the Consultant for the specific purpose intended will be at the City's sole risk without liability or legal exposure to the Consultant.

6.2 The Consultant will provide expert witnesses, if required by the City, to testify in connection with any suit at law. A supplemental agreement will be negotiated between the City and the Consultant describing the services desired and will provide a basis for compensation to the Consultant.

6.3 Upon the Consultant's written request, the City will furnish or cause to be furnished such reports, studies, instruments, documents, and other information as the Consultant and City mutually deem necessary. The City does not warrant the accuracy or completeness of the information authored by third parties. The Consultant is responsible for independently verifying the information contained in any documents provided.

6.4 The Consultant agrees not to engage the services of any person or persons in the employ of the City to an allied capacity, on either a full or part-time basis, on the date of the signing of this Agreement, or during its term.

6.5 Key personnel assigned to City projects by the Consultant may not be removed from the projects until alternate personnel acceptable to the City are approved in writing by the City. Key personnel are identified as: Project Manager and technical experts.

6.6 The Consultant shall attach a brief status report on the project(s) with each request for payment.

6.7 The Consultant warrants it is duly permitted by the laws of the State of Florida to render engineering services in the State of Florida and that one or more of its officers and employees are duly registered as professional engineers in the State of Florida. The Consultant recognizes that in rendering or performing professional services pursuant to the provisions of this Agreement, the Consultant is working for the residents of the City of Madeira Beach, Florida, subject to public observation, scrutiny and inquiry and based upon said recognition, the Consultant shall in all of its relationships with the City pursuant to the provisions of this Agreement conduct itself in accordance with all of the recognized applicable ethical standards set by any related national societies, and the reasonable traditions to perform services.

7.0 COMPENSATION

7.1 The Consultant will be compensated for all services rendered under this Agreement in accordance with the provisions of each Work Authorization, upon presentation of Consultant's invoice. An hourly rate schedule and typical methods of compensation are attached as Exhibit "B". The amount of compensation paid to the Consultant will in no event exceed the amount set forth in the Work Authorization. The amount of per diem and travel expenses paid by the City to the Consultant will be limited to the extent set forth in section 112.061 of the Florida Statutes.

7.2 Except as may be addressed in the initiating Work Authorization, the compensation for services will be invoiced by the Consultant and paid by the City once each month. Such invoices will be due and payable upon receipt.

7.3 The Consultant agrees to allow full and open inspection of payroll records and expenditures in connection with hourly rate and cost plus fixed fee work assignments upon request of the City. Recognizing that the City is a public entity, the Consultant shall provide all of the necessary documents and records to the City, and to any independent auditor of the City upon request, as necessary pursuant to acceptable accounting standards applicable to public bodies and to provide the necessary audit trail and justification for the City paying said compensation and expenses.

7.4 Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the City. In its sole discretion, the City reserves the right to forgo use of Consultant for any project which may fall within the Scope of Services listed in this Agreement.

8.0 REPRESENTATIONS

8.1 **CITY REPRESENTATIONS:** The City conducted public announcement, qualification, competitive selection and competitive negotiation procedures for an Agreement in accordance with Section 287.055 of the Florida Statutes, the Consultants' Competitive Negotiation Act (CCNA). The request for proposals (RFQ 20-03) (the RFQ) was publicly advertised on, February 12, 2020. Statements of Qualifications (SOQs) were received by the deadline, including the Consultant's SOQ. The SOQs were publicly opened on March 20, 2020. An Evaluation Committee met publicly and reached consensus on the shortlist ranking. The City certified the short-listed firms, which included the Consultant, as qualified and authorized negotiation of the Agreement at a public meeting. The City has determined that it is necessary, expedient, and in its best interest to enter into this Agreement with the Consultant for the performance of professional consulting services.

8.2 **CONSULTANT REPRESENTATIONS:** The Consultant submitted and stands behind its proposal in response to the above RFQ as accepted into the record of the City, with the knowledge that the City is relying on the proposal as an inducement for entering into this Agreement. The Consultant acknowledges that the City also relied upon the Consultant's representations identified in this Agreement as an inducement for entering into this Agreement.

The Consultant is legally authorized to and, by capacity and experience, is qualified to perform and render all of the professional consulting engineering services identified in this

Agreement and the professional qualifications of the Consultant was material inducement for the City to enter into this Agreement with the Consultant.

The Consultant, in representing the City, shall promote the best interest of the City and assume towards the City a responsible professional relationship consistent with mutual confidence and fair dealing between Consultant and the City.

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement and that it has not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bona fide employee working for the Consultant any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. Consultant represents that it has complied with the provision of section 287.055(6) of the Florida Statutes.

The Consultant currently has no potential or actual conflict of interest with respect to providing professional services to the City. The Consultant agrees to notify the City in writing of any commitments during the term of this Agreement which may constitute a potential or actual conflict of interest with respect to the professional services to be performed for the City. The Consultant agrees that it will not knowingly engage in any contractual or professional obligations that create an appearance of a conflict of interest with respect to the service provided pursuant to this Agreement.

The Consultant acknowledges that the City, as a unit of local government and as a subdivision of the State of Florida, is subject to controls, limitations, regulations and restraints imposed or administered pursuant to numerous applicable laws, ordinances, agreements, rules and regulations of federal, state, regional and certain local jurisdictions, governmental agencies or authorities. Additionally, the Consultant acknowledges that the City often receives grants and participates in grant or funding agreements from federal and state agencies. All services rendered or performed by the Consultant pursuant to any duly executed Work Authorization will be in conformance with any and all grant or funding agreements.

9.0 PROHIBITION AGAINST CONTINGENT FEES

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bona fide employee working for the Consultant any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

10.0 TERMINATION

This Agreement may be terminated by either party with seven (7) days prior written notice, in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. A substantial failure to perform in accordance with the terms of this Agreement, includes but is not limited to the following: (a) failure to begin services authorized under any particular Work Authorization within the time specified in that Work Authorization, or (b) failure to properly and timely perform the services required under this Agreement or as directed by the City, or (c) the bankruptcy or insolvency or a general assignment for the benefit of creditors by Consultant or by any of Consultant's principals, partners, officers or directors, or (d) failure to obey and comply with any applicable laws, ordinances, regulations, agency agreements or other codes of conduct. In the event of any such termination, the City is not obligated to make any further payments to Consultant until such time as the City has determined all direct costs, expenses, losses and damages which the City may have incurred as a result of such default by Consultant, whereupon the City shall be entitled to set off all costs, expenses, losses and damages so incurred by the City against any amounts due Consultant for services properly performed.

11.0 TERMINATION OF CONVENIENCE

Either the City or the Consultant may terminate the Agreement at any time by giving written notice to the other of such termination and specifying the effective date of such termination at least thirty (30) days before said termination date. If the Agreement is terminated by the City as provided in this Agreement, the Consultant will be paid for services rendered through the date of termination.

12.0 PAYMENT WHEN SERVICES ARE TERMINATED

In the event of termination of this Agreement by the City, and not due to the fault of the Consultant, the City will compensate the Consultant for all authorized services performed prior to the effective date of termination.

In the event of termination of this Agreement due to the fault of the Consultant, or at the written request of the Consultant, the City will compensate the Consultant for all authorized services completed, prior to the effective date of termination, which have resulted in a usable product or otherwise tangible benefit to the City. All such payments will be subject to an offset for any damages incurred by the City resulting from any delay occasioned by early termination. This provision will in no way be construed as the sole remedy available to the City in the event of breach by the Consultant.

13.0 SUSPENSION, CANCELLATION OR ABANDONMENT

If the project described in any Work Authorization is suspended, canceled, or abandoned by the City, without affecting any other Work Authorization or this Agreement, the Consultant will be given five (5) days prior written notice of such action and will be compensated for professional services provided up to the date of suspension, cancellation or abandonment.

This Agreement will be administered and interpreted under the laws of the State of Florida.

14.0 INDEPENDENT CONSULTANT

This Agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Consultant, its employees, sub-consultants, representatives, volunteers, and the like, will be an independent Consultant and not an employee of the City for all purposes, including, but not limited to, the application of the following, as amended: the Fair Labor Standards Act minimum wage and overtime payments, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State of Florida revenue and taxation laws, the State of Florida workers' compensation laws, the State of Florida unemployment

insurance laws, and the Florida Retirement System benefits. The Consultant will retain sole and absolute discretion in the judgment on the manner and means of carrying out the Consultant's activities and responsibilities under this Agreement.

15.0 INSURANCE

The Consultant shall maintain such insurance as specified in in General Conditions, Paragraph 37 - Insurance Requirements, of RFQ 20-03 to protect the City from any or all claims for property damage, personal injury, and bodily injury including death, which may arise from operations under this Agreement. Certificates of such insurance must be provided to the City prior to the City issuing the Purchase Order to the Consultant and will also be subject to its approval for adequacy of protection. The City must be named as an additional insured under all policies.

16.0 PROFESSIONAL LIABILITY

The Consultant recognizes that the registered persons practicing engineering with the Consultant as provided in Chapter 471 of the Florida Statutes are not relieved from personal liability for their professional acts and each registered person practicing engineering with the Consultant who performs consulting engineering services for the City pursuant to this Agreement or any particular Work Authorization will be liable in accordance with section 471.023(3) of the Florida Statutes.

17.0 INDEMNIFICATION

17.1 To the greatest extent permitted by law, the Consultant shall indemnify and hold harmless the City, its officers, employees, and agents from and against claims, causes of action, lawsuits, damages, judgments, losses and expenses, whether direct, indirect or consequential, including but not limited to, bodily injury, sickness, disease or death, personal injury, or injury to or destruction of tangible property, including loss of use, to the extent such claims are caused by the negligent or reckless acts or errors or omissions, or intentional wrongful misconduct by the Consultant, any sub-consultant or any other person or organization employed or utilized by Consultant to perform or furnish any of the services required under this Agreement, or anyone for whose acts any of them may be liable. This indemnity will include, but not be limited to, reasonable charges of engineers, attorneys, legal assistants, and other professionals, and costs of both defense and appeal in a court of law, or arbitration, or other tribunal, for any reason. This indemnification also includes claims, damages, losses, and expenses, including reasonable attorneys', experts', and legal assistants' fees and costs, to the extent caused by infringement of patents or copyrights, or public

record violations incident to providing the services required under this Agreement. It is specifically understood and agreed that this indemnification provision does not cover or indemnify the City for its own negligence. This Indemnification provision will survive completion or termination of this Agreement.

17.2 Nothing in this Agreement will be interpreted as a waiver by the City of its rights, including the limitations of the waiver of immunity, as set forth in Section 768.28 of the Florida Statutes or any other statutes, and the City expressly reserves these rights to the fullest extent allowed by law. This provision will survive completion or termination of this Agreement.

18.0 PUBLIC RECORDS

The Consultant acknowledges that the portion of its books and records related to its contracting activities with the City may become subject to inspection and copying under the Florida Public Records Act. The Consultant agrees to comply with the Florida Public Records Act, as applicable, including, but not limited to section 119.0701 of the Florida Statutes. The Consultant agrees, to the extent required by law, to:

1. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in performing the services of the Agreement;
2. Provide the public with access to the public records under the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided for by law;
3. Ensure that the public records that are exempt or confidential, and exempt from public record disclosure requirements, are not disclosed, except as authorized by law; and
4. Meet all requirements where retained public records and transfer, at no cost, to the City, all public records in possession of the Consultant, upon termination or completion of the Agreement and destroy any duplicate public records that are exempt or confidential, or exempt from public record disclosure requirements.

Furthermore, the Consultant agrees that all records stored electronically will be provided to the City in a format that is compatible with the information technology systems of the City. The Consultant shall promptly provide the City with a copy of any request to inspect or copy public records that Consultant receives and a copy of the Consultant's response to each request. The Consultant understands and agrees that failure to provide access to the public records will be a material breach of the Agreement, its amendments, and Work Authorizations.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK, CITY OF MADEIRA BEACH
300 MUNICIPAL DRIVE
MADEIRA BEACH, FLORIDA 33708
PHONE: (727)-547-4575
FAX: (727)-547-4582
CVANBLARGAN@MADEIRABEACHFL.GOV**



19.0 MISCELLANEOUS TERMS.

19.1 Assignment. The City and the Consultant each bind themselves and their successors, legal representatives and assigns to the other party to this Agreement and to the partners, successors, legal representatives and assigns of each other party, in respect to all covenants of this Agreement. The Consultant shall not assign or transfer its interest in this Agreement without written consent of the City.

19.2 Administration. The City authorizes the City Manager to administer the terms and conditions of this Agreement on behalf of the City and to make all managerial decisions on behalf of the City as they relate to the provisions of this Agreement. The City Manager will have the authority to transmit instructions, receive information, interpret and define the policy of the City and decisions pertinent to services covered by this Agreement. The City Manager has the right from time to time to designate such other employee of the City as the City Manager may deem advisable to perform administrative and managerial functions as they relate to provisions of this Agreement.

19.3 Litigation. The services must be performed by the Consultant to the reasonable satisfaction of the City and all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Agreement, any duly executed Work Authorization, the prosecution fulfillment of the services under this Agreement and the character, quality, amount and value, which cannot be settled by mutual agreement of the Parties will be settled by recourse to litigation under Florida law in the appropriate court in Pinellas County, Florida. The Agreement will be governed by and construed under the laws of the State of Florida. Each Party consents to the jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the above laying of venue of any such civil action or legal proceeding in such court. This provision will survive completion or termination of this Agreement.

19.4 Inspector General. The Consultant and any sub-consultants understand and will comply with section 20.055(5) of the Florida Statutes and agree to cooperate with the inspector general in any investigation, audit, inspection, review or hearing pursuant to that section.

19.5 Notice. All notices required to be given to the City or Consultant under this Agreement must be sent by (a) registered or certified mail, and notice will be deemed to have been given on the date of acceptance; or (b) delivery (i.e., courier or other hand delivery), overnight delivery, email or facsimile transmission, and notice will be deemed to have been given on the day of delivery or transmission. If the day of notice is a Saturday, Sunday, or legal holiday, notice will be deemed to have been given on the

first calendar day thereafter which is not a Saturday, Sunday, or legal holiday. All notices required to be given to the City must be made to the City at:

City of Madeira Beach
 Attention: Clara VanBlargan – City Clerk
 300 Municipal Drive
 Madeira Beach, Florida 33708
 Phone: (727)-391-9951
 cvanblargan@madeirabeachfl.gov

Or to such other address or facsimile number as the City may direct from time to time by written notice forwarded to the Consultant as provided above.

All notices required to be given to Consultant in this Agreement must be sent to Consultant at:

Company:	<u>Halff Associates, Inc.</u>
Attention:	<u>Bruce T. Kaschyk, AICP</u>
Address:	<u>1000 N. Ashley Drive, Suite 900</u>
	<u>Tampa, FL 33602</u>
Phone:	<u>813-620-4500</u>
Fax:	<u>813-221-4980</u>
Email:	<u>bkaschyk@halff.com</u>

or to such address or facsimile number as the Consultant may direct from time to time by written notice forwarded to the City as provided above. E-mail transmittal of notices are considered delivered as of the date of electronic transmission. Both parties will supplement emailed notices with a formal version of the notice as outlined above.

19.6 Conflict. It is understood and agreed by the Parties that if any part, term or provision of this Agreement is held to be illegal or in conflict with any law, the validity of the remaining portions or provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

19.7 Interpretation. The Parties represent and warrant that they have entered into this Agreement relying wholly upon their own judgment, belief and knowledge of the nature, extent, effect and duration of any actions, damages and liability therefore. The

Parties represent that they enter into this Agreement without relying upon any statement or representation of the adverse parties other than what has been set forth in writing in this Agreement. The Parties represent that they have had the opportunity to discuss this matter with counsel of their choosing and are satisfied with its counsel and the advice received. The Parties understand this Agreement's contents and agree that this Agreement will not be construed more strongly against any party, regardless of who is responsible for its preparation or drafting. The Parties further declare and represent that no promise, inducement, agreement or understanding not expressed in this Agreement has been made to an adverse party and that this Agreement contains the entire agreement between the Parties and that the terms of this Agreement are contractual and not a mere recital. This Agreement will be deemed and treated as drafted jointly by all the Parties, and no term, condition or provision of this Agreement will be construed more strictly against any Party.

All words used in this Agreement in the singular will extend to and include the plural, and the use of any gender will extend to and include all genders. The term "including" is not limiting. The captions and headings in this Agreement are for convenience of reference only and in no way define or limit the scope or content of this Agreement or in any way affect its provisions.

19.8 Consideration. Each party acknowledges and agrees that the covenants under this Agreement, together with the consideration exchanged under this Agreement, constitute full, fair and valuable consideration for the transfers, transactions and releases required of and by the Parties pursuant to the provisions of this Agreement and that, by virtue of the above-referenced consideration, the Parties have received reasonably equivalent value in exchange for their obligations under this Agreement. The Parties acknowledge and agree that each has received and reviewed a copy of this Agreement in the presence of their respective, independent counsel retained by them. Each party understands the purport, tenor, and effect of this Agreement, and has entered into this Agreement freely and voluntarily.

19.9 Authority. Each of the Parties covenants to the other party that it has lawful authority to enter into this Agreement, that the governing or managing body of each of the Parties has approved this Agreement and that the governing or managing body of each of the Parties has authorized the execution of this Agreement in the manner set forth in this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]



IN WITNESS WHEREOF, the City and Consultant have made and executed this Agreement on the date and year first above written.

WITNESSES:Amanda White

Signature

Amanda White

Printed Name

CONSULTANTHalff Associates, Inc.

Company Name

Bruce T. Kaschyk

Signature

Senior Vice President

Title

Bruce T. Kaschyk, AICP

Printed Name

Charles Shugart

City Clerk

CITY OF MADEIRA BEACH, FLORIDAJohn B. Anderson

Mayor

Approved as to form and sufficiency:Cheryl Hase

City Attorney



EXHIBIT B: RFQ 20-03 Contract Rates

Company Name: Halff Associates, Inc.

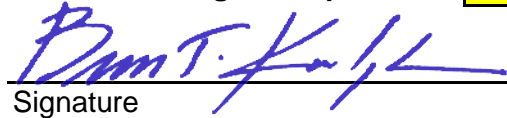
Discipline: Landscape Architecture

Annual Multiplier: (in %)

			3.0%	3.0%	3.0%	3.0%	3.0%
Position/Classification/Title	Initial Rates	2020 Rates	Jan. 2021 Rates	Jan. 2022 Rates	Jan. 2023 Rates	Jan. 2024 Rates	Jan. 2025 Rates*
Sr. Vice President	\$ 90.62	\$ 271.86	\$ 280.01	\$ 288.41	\$ 297.07	\$ 305.98	\$ 315.16
Sr. Planner	\$ 50.73	\$ 152.18	\$ 156.75	\$ 161.45	\$ 166.29	\$ 171.28	\$ 176.42
Dir. of Landscape Architecture	\$ 51.99	\$ 155.98	\$ 160.66	\$ 165.48	\$ 170.45	\$ 175.56	\$ 180.83
Sr. Landscape Architect	\$ 38.63	\$ 115.88	\$ 119.35	\$ 122.93	\$ 126.62	\$ 130.42	\$ 134.33
Professional Landscape Architect	\$ 36.25	\$ 108.74	\$ 112.00	\$ 115.36	\$ 118.82	\$ 122.38	\$ 126.06
Sr. Landscape Designer	\$ 25.75	\$ 77.25	\$ 79.57	\$ 81.95	\$ 84.41	\$ 86.95	\$ 89.55
Landscape Designer	\$ 22.28	\$ 66.84	\$ 68.84	\$ 70.91	\$ 73.03	\$ 75.23	\$ 77.48
Sr. Administrative Asst.	\$ 32.55	\$ 97.64	\$ 100.57	\$ 103.59	\$ 106.70	\$ 109.90	\$ 113.20
Administrative Asst.	\$ 24.98	\$ 74.93	\$ 77.18	\$ 79.50	\$ 81.88	\$ 84.34	\$ 86.87
Sr. Professional Engineer	\$ 70.81	\$ 212.44	\$ 218.81	\$ 225.37	\$ 232.14	\$ 239.10	\$ 246.27
Professional Engineer	\$ 63.35	\$ 190.04	\$ 195.74	\$ 201.61	\$ 207.66	\$ 213.89	\$ 220.30
Sr. Spatial Analyst	\$ 61.90	\$ 185.71	\$ 191.28	\$ 197.02	\$ 202.93	\$ 209.02	\$ 215.29
Spatial Analyst	\$ 26.24	\$ 78.73	\$ 81.10	\$ 83.53	\$ 86.03	\$ 88.61	\$ 91.27
Engineer Intern	\$ 35.66	\$ 106.98	\$ 110.19	\$ 113.49	\$ 116.90	\$ 120.40	\$ 124.01
Sr. Environmental Scientist	\$ 54.47	\$ 163.40	\$ 168.30	\$ 173.35	\$ 178.55	\$ 183.91	\$ 189.42
Environmental Scientist	\$ 38.63	\$ 115.88	\$ 119.35	\$ 122.93	\$ 126.62	\$ 130.42	\$ 134.33

Overhead/Fringe multiplier:**

3.00



Signature

Bruce T. Kaschyk

Printed Name

Senior Vice President

Title

June 3, 2020

Date

Notes:

* Rates effective January 2025 will expire upon the 5-year anniversary of the contract effective date.

** Overhead/Fringe Multiplier to remain constant throughout contract

EXHIBIT C: RFQ 20-03 | Engineering, Mapping & Architectural Services

Company Name:

Halff Associates, Inc.

[illegible]

Signature

Bruce T. Kaschyk

Printed Name

Notes:

* Maximum Annual Escalation Factor to remain constant throughout contract

CONTRACT BETWEEN THE CITY OF MADEIRA BEACH AND
Applied Sciences Consulting, Inc.
PERTAINING TO ENGINEERING, MAPPING & ARCHITECTURAL
SERVICES RFQ No. 20-03
AGREEMENT FOR PROFESSIONAL SERVICES -
DISCIPLINE: Stormwater/Transportation Engineering

This Agreement is made and entered into on the 24th day of June, 2020, by and between the City of Madeira Beach, Florida (City) and Applied Sciences Consulting, Inc. (Consultant) (collectively the "Parties").

WITNESSETH:

WHEREAS, the City desires to engage the Consultant to perform certain professional services pertinent to such work in accordance with this Agreement; and

WHEREAS, the Consultant desires to provide such professional services in accordance with this Agreement; and

WHEREAS, the City selected the Consultant in accordance with the competitive selection process described in Section 287.055 of the Florida Statutes, and based on information and representations given by the Consultant in a Statement for Qualifications dated March 20, 2020.

NOW, THEREFORE, in consideration of the premises and the mutual benefits which will accrue to the parties in carrying out the terms of this Agreement, it is mutually understood and agreed as follows:

1.0 AGREEMENT DOCUMENTS

This Agreement (also referred to as "Contract") consists of this document including any and all attachments, the Request for Qualifications (RFQ) required Documents for RFQ No. 20-03, and Consultant's proposal submitted in response to the RFQ on or before March 20, 2020, as if all components were set forth in this Agreement verbatim. In the event of a conflict between the terms and conditions provided in this document including the attachments and the RFQ or proposal, the provisions in this document will prevail. No amendment will be effective until and unless reduced to writing and executed by the Parties.

2.0 GENERAL SCOPE OF THIS AGREEMENT

The relationship of Consultant to the City will be that of a professional consultant, and Consultant will provide the professional and technical services required under this Agreement in accordance with acceptable engineering practices and ethical standards.

Consultant has the discretion, subject to the requirement that it perform the services required under this Agreement competently and professionally in accordance with the applicable professional standards and otherwise comply with the terms of this Agreement, to select the means and methods of performing such services. In this regard, Consultant is fully responsible for the employment, direction, supervision, compensation and control of any and all persons employed or retained by the Consultant. Neither Consultant nor Consultant's contractors, subcontractors, consultants, sub-consultants, suppliers, experts, or other persons or organizations retained or utilized by Consultant for the services required under this Agreement will be considered by reason of the provisions of this Agreement or otherwise as being an employee or agent of the City. Consultant shall comply with all workers' compensation, employers' liability and other Federal, State, and municipal laws, ordinances, and regulations required of an employer performing services as provided in this agreement contemplated. Furthermore, Consultant is responsible for paying all income and employment taxes, and the City will not be responsible for collecting and paying withholding, FUTA, FICA and any other state or federal taxes.

Consultant shall perform all services in accordance with generally accepted professional standards. Consultant shall perform all services as expeditiously as is consistent with professional skill and care and the orderly progress of the work. All work of any kind, must conform to and be in compliance with, and Consultant shall be familiar with all applicable codes, laws, ordinances, regulations and restrictions, guidelines, standards, procedures and directives.

3.0 PROFESSIONAL TECHNICAL SERVICES

3.1 It shall be the responsibility of the Consultant to work with and for the City to provide Engineering/Mapping/Architectural Services within discipline:
Stormwater/Transportation Engineering

3.2 The documents will be prepared in sequence under individual work orders.

3.3 The Consultant shall perform all services in accordance with generally accepted professional standards. The Consultant shall perform all services as expeditiously as is consistent with professional skill and care and the orderly progress of the work. All work of any kind, shall conform to and be in compliance with, and

the Consultant shall be familiar with all applicable codes, laws, ordinances, regulations and restrictions, guidelines, standards, procedures and directives.

- 3.4** The Consultant's services under this Agreement will be provided under Work Authorizations. Generally, each Work Authorization will include the services for a single project or assignment, and it will contain a mutually agreed-upon detailed scope of work, fee, and schedule of performance in accordance with applicable fiscal and budgetary constraints.
- 3.5** The Consultant shall maintain an adequate and competent staff of professionally qualified personnel available to the City for the purpose of rendering the required engineering and/or architect services under this Agreement, and must diligently execute the work to meet the completion time established in Work Authorization. The Consultant will not sublet, assign or transfer work under this Agreement to another associated firm, a subcontractor or a Sub-consultant without the prior written consent of the City. The Consultant will require all associated firm-type firms, subcontractors and Sub-consultants to adhere to the terms of this Agreement and the utilization of any such associated firm-type firm, subcontractor or sub-consultant by the Consultant will not relieve the Consultant from any liability or responsibility to the City pursuant to the provisions of this Agreement or any duly executed work authorizations.
- 3.6** The City reserves the right to enter into contracts with other consulting firms for similar services. The Consultant will, when directed to do so by the City, coordinate and work with other consulting firms retained by the City.
- 3.7** At all times during the performance of any of the services required under this Agreement, Consultant shall comply with Title VII of the Civil Rights Act of 1964, as amended (45 C.F.R. Part 1010), and the Florida Civil Rights Act of 1992. Consultant shall not discriminate in any form or manner against its employees or applicants for employment on the basis of race, color, national origin, religion, sex, age, handicap or marital status. Further, Consultant shall comply with all applicable rules, regulations or executive order promulgated to give effect to the Civil Rights Act of 1964, as amended.

4.0 WORK AUTHORIZATIONS

- 4.1** There is no guarantee of work under this Agreement. Consultant shall begin work promptly after receipt of a fully executed copy of each Work Authorization, in accordance with Paragraph 3.2, above. Receipt of a fully executed Work Authorization constitutes written notice to proceed.

- 4.2** If Consultant's services called for under any Work Authorization are delayed for reasons beyond the Consultant's control, the time of performance will be adjusted as appropriate.
- 4.3** It is the intent of the Parties that this Agreement continue in force until three (3) years from the date of initiation, with the option of the City to provide up to two one-year extension, subject to the provisions for termination contained in this Agreement. Assignments that are in progress at the Agreement termination date will be completed by the Consultant unless specifically terminated by the City.
- 4.4** Consultant acknowledges and agrees that time is of the essence with respect to its performance under this Agreement and any Work Authorization.
- 4.5** If the project described in any Work Authorization is suspended, canceled, or abandoned by the City, without affecting any other Work Authorization or this Agreement, the Consultant will be given five (5) days prior written notice of such action and will be compensated for professional services provided up to the date of suspension, cancellation or abandonment.
- 4.6** Each Work Authorization may establish the following:
- a) A title for the project and/or Work Authorization number;
 - b) A general description of the purpose of the work;
 - c) A clear and concise description of each item of the scope of work to be performed in sufficient detail to reasonably assure both Parties as to the extent and cost of each service to be performed;
 - d) The scope items to which a lump sum fee applies and the total compensation that will be paid to the Consultant by the City for completion of the project services;
 - e) The scope items, which time charges apply, the rates at which they will be charged by personnel category, and the maximum total compensation amount to which they are limited for each scope item;
 - f) The expenses qualified for reimbursement, and the rates at which they will be charged by expense category, and the maximum total reimbursement amount to which they are limited;
 - g) Description of deliverables;

- h) The committed date of completion of the services and deliverables, with intermediate milestone dates where appropriate;
- i) When sub-consultants are to be utilized, the scope items in which they will be involved, the extent to which they will be involved, and the above-referenced fees and expenses attributable to them;
- j) A designated person to act on the Consultant's behalf on all matters concerning the Work Authorization;
- k) The contract manager designated by the City; and
- l) Any additional details that may be required to describe the duties and obligations of the Parties with respect to a particular Work Authorization.

5.0 PROFESSIONAL SERVICES/CONSULTANT'S COMPETITIVE NEGOTIATION ACT (CCNA) - Florida Statute 287.055

Professional Services provided under this Contract are within the scope of the practice of architecture, landscape architecture, professional engineering, or registered land surveying, as defined by the laws of the State of Florida. Section 287.055 of the Florida Statutes applies to this Contract.

6.0 GENERAL CONSIDERATIONS

6.1 All documents including field books, drawings, specifications, calculations, geotechnical investigation reports, etc., used in the preparation of the work must be supplied by the Consultant and will become the property of the City and must be made available to the City upon request at any reasonable time, including all finished or unfinished documents and other data prepared or obtained by the Consultant upon the termination of this Contract in whole or in part. The City acknowledges that such documents are not intended or represented to be suitable for use by the City or others for purposes other than those for which the documents are prepared. Any reuse of these documents without written verification or adaptation by the Consultant for the specific purpose intended will be at the City's sole risk without liability or legal exposure to the Consultant.

6.2 The Consultant will provide expert witnesses, if required by the City, to testify in connection with any suit at law. A supplemental agreement will be negotiated between the City and the Consultant describing the services desired and will provide a basis for compensation to the Consultant.

6.3 Upon the Consultant's written request, the City will furnish or cause to be furnished such reports, studies, instruments, documents, and other information as the Consultant and City mutually deem necessary. The City does not warrant the accuracy or completeness of the information authored by third parties. The Consultant is responsible for independently verifying the information contained in any documents provided.

6.4 The Consultant agrees not to engage the services of any person or persons in the employ of the City to an allied capacity, on either a full or part-time basis, on the date of the signing of this Agreement, or during its term.

6.5 Key personnel assigned to City projects by the Consultant may not be removed from the projects until alternate personnel acceptable to the City are approved in writing by the City. Key personnel are identified as: Project Manager and technical experts.

6.6 The Consultant shall attach a brief status report on the project(s) with each request for payment.

6.7 The Consultant warrants it is duly permitted by the laws of the State of Florida to render engineering services in the State of Florida and that one or more of its officers and employees are duly registered as professional engineers in the State of Florida. The Consultant recognizes that in rendering or performing professional services pursuant to the provisions of this Agreement, the Consultant is working for the residents of the City of Madeira Beach, Florida, subject to public observation, scrutiny and inquiry and based upon said recognition, the Consultant shall in all of its relationships with the City pursuant to the provisions of this Agreement conduct itself in accordance with all of the recognized applicable ethical standards set by any related national societies, and the reasonable traditions to perform services.

7.0 COMPENSATION

7.1 The Consultant will be compensated for all services rendered under this Agreement in accordance with the provisions of each Work Authorization, upon presentation of Consultant's invoice. An hourly rate schedule and typical methods of compensation are attached as Exhibit "B". The amount of compensation paid to the Consultant will in no event exceed the amount set forth in the Work Authorization. The amount of per diem and travel expenses paid by the City to the Consultant will be limited to the extent set forth in section 112.061 of the Florida Statutes.

7.2 Except as may be addressed in the initiating Work Authorization, the compensation for services will be invoiced by the Consultant and paid by the City once each month. Such invoices will be due and payable upon receipt.

7.3 The Consultant agrees to allow full and open inspection of payroll records and expenditures in connection with hourly rate and cost plus fixed fee work assignments upon request of the City. Recognizing that the City is a public entity, the Consultant shall provide all of the necessary documents and records to the City, and to any independent auditor of the City upon request, as necessary pursuant to acceptable accounting standards applicable to public bodies and to provide the necessary audit trail and justification for the City paying said compensation and expenses.

7.4 Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the City. In its sole discretion, the City reserves the right to forgo use of Consultant for any project which may fall within the Scope of Services listed in this Agreement.

8.0 REPRESENTATIONS

8.1 **CITY REPRESENTATIONS:** The City conducted public announcement, qualification, competitive selection and competitive negotiation procedures for an Agreement in accordance with Section 287.055 of the Florida Statutes, the Consultants' Competitive Negotiation Act (CCNA). The request for proposals (RFQ 20-03) (the RFQ) was publicly advertised on, February 12, 2020. Statements of Qualifications (SOQs) were received by the deadline, including the Consultant's SOQ. The SOQs were publicly opened on March 20, 2020. An Evaluation Committee met publicly and reached consensus on the shortlist ranking. The City certified the short-listed firms, which included the Consultant, as qualified and authorized negotiation of the Agreement at a public meeting. The City has determined that it is necessary, expedient, and in its best interest to enter into this Agreement with the Consultant for the performance of professional consulting services.

8.2 **CONSULTANT REPRESENTATIONS:** The Consultant submitted and stands behind its proposal in response to the above RFQ as accepted into the record of the City, with the knowledge that the City is relying on the proposal as an inducement for entering into this Agreement. The Consultant acknowledges that the City also relied upon the Consultant's representations identified in this Agreement as an inducement for entering into this Agreement.

The Consultant is legally authorized to and, by capacity and experience, is qualified to perform and render all of the professional consulting engineering services identified in this

Agreement and the professional qualifications of the Consultant was material inducement for the City to enter into this Agreement with the Consultant.

The Consultant, in representing the City, shall promote the best interest of the City and assume towards the City a responsible professional relationship consistent with mutual confidence and fair dealing between Consultant and the City.

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement and that it has not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bona fide employee working for the Consultant any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. Consultant represents that it has complied with the provision of section 287.055(6) of the Florida Statutes.

The Consultant currently has no potential or actual conflict of interest with respect to providing professional services to the City. The Consultant agrees to notify the City in writing of any commitments during the term of this Agreement which may constitute a potential or actual conflict of interest with respect to the professional services to be performed for the City. The Consultant agrees that it will not knowingly engage in any contractual or professional obligations that create an appearance of a conflict of interest with respect to the service provided pursuant to this Agreement.

The Consultant acknowledges that the City, as a unit of local government and as a subdivision of the State of Florida, is subject to controls, limitations, regulations and restraints imposed or administered pursuant to numerous applicable laws, ordinances, agreements, rules and regulations of federal, state, regional and certain local jurisdictions, governmental agencies or authorities. Additionally, the Consultant acknowledges that the City often receives grants and participates in grant or funding agreements from federal and state agencies. All services rendered or performed by the Consultant pursuant to any duly executed Work Authorization will be in conformance with any and all grant or funding agreements.

9.0 PROHIBITION AGAINST CONTINGENT FEES

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bona fide employee working for the Consultant any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

10.0 TERMINATION

This Agreement may be terminated by either party with seven (7) days prior written notice, in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. A substantial failure to perform in accordance with the terms of this Agreement, includes but is not limited to the following: (a) failure to begin services authorized under any particular Work Authorization within the time specified in that Work Authorization, or (b) failure to properly and timely perform the services required under this Agreement or as directed by the City, or (c) the bankruptcy or insolvency or a general assignment for the benefit of creditors by Consultant or by any of Consultant's principals, partners, officers or directors, or (d) failure to obey and comply with any applicable laws, ordinances, regulations, agency agreements or other codes of conduct. In the event of any such termination, the City is not obligated to make any further payments to Consultant until such time as the City has determined all direct costs, expenses, losses and damages which the City may have incurred as a result of such default by Consultant, whereupon the City shall be entitled to set off all costs, expenses, losses and damages so incurred by the City against any amounts due Consultant for services properly performed.

11.0 TERMINATION OF CONVENIENCE

Either the City or the Consultant may terminate the Agreement at any time by giving written notice to the other of such termination and specifying the effective date of such termination at least thirty (30) days before said termination date. If the Agreement is terminated by the City as provided in this Agreement, the Consultant will be paid for services rendered through the date of termination.

12.0 PAYMENT WHEN SERVICES ARE TERMINATED

In the event of termination of this Agreement by the City, and not due to the fault of the Consultant, the City will compensate the Consultant for all authorized services performed prior to the effective date of termination.

In the event of termination of this Agreement due to the fault of the Consultant, or at the written request of the Consultant, the City will compensate the Consultant for all authorized services completed, prior to the effective date of termination, which have resulted in a usable product or otherwise tangible benefit to the City. All such payments will be subject to an offset for any damages incurred by the City resulting from any delay occasioned by early termination. This provision will in no way be construed as the sole remedy available to the City in the event of breach by the Consultant.

13.0 SUSPENSION, CANCELLATION OR ABANDONMENT

If the project described in any Work Authorization is suspended, canceled, or abandoned by the City, without affecting any other Work Authorization or this Agreement, the Consultant will be given five (5) days prior written notice of such action and will be compensated for professional services provided up to the date of suspension, cancellation or abandonment.

This Agreement will be administered and interpreted under the laws of the State of Florida.

14.0 INDEPENDENT CONSULTANT

This Agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Consultant, its employees, sub-consultants, representatives, volunteers, and the like, will be an independent Consultant and not an employee of the City for all purposes, including, but not limited to, the application of the following, as amended: the Fair Labor Standards Act minimum wage and overtime payments, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State of Florida revenue and taxation laws, the State of Florida workers' compensation laws, the State of Florida unemployment

insurance laws, and the Florida Retirement System benefits. The Consultant will retain sole and absolute discretion in the judgment on the manner and means of carrying out the Consultant's activities and responsibilities under this Agreement.

15.0 INSURANCE

The Consultant shall maintain such insurance as specified in in General Conditions, Paragraph 37 - Insurance Requirements, of RFQ 20-03 to protect the City from any or all claims for property damage, personal injury, and bodily injury including death, which may arise from operations under this Agreement. Certificates of such insurance must be provided to the City prior to the City issuing the Purchase Order to the Consultant and will also be subject to its approval for adequacy of protection. The City must be named as an additional insured under all policies.

16.0 PROFESSIONAL LIABILITY

The Consultant recognizes that the registered persons practicing engineering with the Consultant as provided in Chapter 471 of the Florida Statutes are not relieved from personal liability for their professional acts and each registered person practicing engineering with the Consultant who performs consulting engineering services for the City pursuant to this Agreement or any particular Work Authorization will be liable in accordance with section 471.023(3) of the Florida Statutes.

17.0 INDEMNIFICATION

17.1 To the greatest extent permitted by law, the Consultant shall indemnify and hold harmless the City, its officers, employees, and agents from and against claims, causes of action, lawsuits, damages, judgments, losses and expenses, whether direct, indirect or consequential, including but not limited to, bodily injury, sickness, disease or death, personal injury, or injury to or destruction of tangible property, including loss of use, to the extent such claims are caused by the negligent or reckless acts or errors or omissions, or intentional wrongful misconduct by the Consultant, any sub-consultant or any other person or organization employed or utilized by Consultant to perform or furnish any of the services required under this Agreement, or anyone for whose acts any of them may be liable. This indemnity will include, but not be limited to, reasonable charges of engineers, attorneys, legal assistants, and other professionals, and costs of both defense and appeal in a court of law, or arbitration, or other tribunal, for any reason. This indemnification also includes claims, damages, losses, and expenses, including reasonable attorneys', experts', and legal assistants' fees and costs, to the extent caused by infringement of patents or copyrights, or public

record violations incident to providing the services required under this Agreement. It is specifically understood and agreed that this indemnification provision does not cover or indemnify the City for its own negligence. This Indemnification provision will survive completion or termination of this Agreement.

- 17.2** Nothing in this Agreement will be interpreted as a waiver by the City of its rights, including the limitations of the waiver of immunity, as set forth in Section 768.28 of the Florida Statutes or any other statutes, and the City expressly reserves these rights to the fullest extent allowed by law. This provision will survive completion or termination of this Agreement.

18.0 PUBLIC RECORDS

The Consultant acknowledges that the portion of its books and records related to its contracting activities with the City may become subject to inspection and copying under the Florida Public Records Act. The Consultant agrees to comply with the Florida Public Records Act, as applicable, including, but not limited to section 119.0701 of the Florida Statutes. The Consultant agrees, to the extent required by law, to:

1. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in performing the services of the Agreement;
2. Provide the public with access to the public records under the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided for by law;
3. Ensure that the public records that are exempt or confidential, and exempt from public record disclosure requirements, are not disclosed, except as authorized by law; and
4. Meet all requirements where retained public records and transfer, at no cost, to the City, all public records in possession of the Consultant, upon termination or completion of the Agreement and destroy any duplicate public records that are exempt or confidential, or exempt from public record disclosure requirements.

Furthermore, the Consultant agrees that all records stored electronically will be provided to the City in a format that is compatible with the information technology systems of the City. The Consultant shall promptly provide the City with a copy of any request to inspect or copy public records that Consultant receives and a copy of the Consultant's response to each request. The Consultant understands and agrees that failure to provide access to the public records will be a material breach of the Agreement, its amendments, and Work Authorizations.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK, CITY OF MADEIRA BEACH
300 MUNICIPAL DRIVE
MADEIRA BEACH, FLORIDA 33708
PHONE: (727)-547-4575
FAX: (727)-547-4582
CVANBLARGAN@MADEIRABEACHFL.GOV**

19.0 MISCELLANEOUS TERMS.

19.1 Assignment. The City and the Consultant each bind themselves and their successors, legal representatives and assigns to the other party to this Agreement and to the partners, successors, legal representatives and assigns of each other party, in respect to all covenants of this Agreement. The Consultant shall not assign or transfer its interest in this Agreement without written consent of the City.

19.2 Administration. The City authorizes the City Manager to administer the terms and conditions of this Agreement on behalf of the City and to make all managerial decisions on behalf of the City as they relate to the provisions of this Agreement. The City Manager will have the authority to transmit instructions, receive information, interpret and define the policy of the City and decisions pertinent to services covered by this Agreement. The City Manager has the right from time to time to designate such other employee of the City as the City Manager may deem advisable to perform administrative and managerial functions as they relate to provisions of this Agreement.

19.3 Litigation. The services must be performed by the Consultant to the reasonable satisfaction of the City and all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Agreement, any duly executed Work Authorization, the prosecution fulfillment of the services under this Agreement and the character, quality, amount and value, which cannot be settled by mutual agreement of the Parties will be settled by recourse to litigation under Florida law in the appropriate court in Pinellas County, Florida. The Agreement will be governed by and construed under the laws of the State of Florida. Each Party consents to the jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the above laying of venue of any such civil action or legal proceeding in such court. This provision will survive completion or termination of this Agreement.

19.4 Inspector General. The Consultant and any sub-consultants understand and will comply with section 20.055(5) of the Florida Statutes and agree to cooperate with the inspector general in any investigation, audit, inspection, review or hearing pursuant to that section.

19.5 Notice. All notices required to be given to the City or Consultant under this Agreement must be sent by (a) registered or certified mail, and notice will be deemed to have been given on the date of acceptance; or (b) delivery (i.e., courier or other hand delivery), overnight delivery, email or facsimile transmission, and notice will be deemed to have been given on the day of delivery or transmission. If the day of notice is a Saturday, Sunday, or legal holiday, notice will be deemed to have been given on the

first calendar day thereafter which is not a Saturday, Sunday, or legal holiday. All notices required to be given to the City must be made to the City at:

City of Madeira Beach
 Attention: Clara VanBlargan – City Clerk
 300 Municipal Drive
 Madeira Beach, Florida 33708
 Phone: (727)-391-9951
 cvanblargan@madeirabeachfl.gov

Or to such other address or facsimile number as the City may direct from time to time by written notice forwarded to the Consultant as provided above.

All notices required to be given to Consultant in this Agreement must be sent to Consultant at:

Company:	<u>Applied Sciences Consulting, Inc.</u>
Attention:	<u>Elie G. Araj, PE, CFM, D. WRE</u>
Address:	<u>1000 N. Ashley Drive, Suite 500</u>
	<u>Tampa, FL 33602</u>
	<u></u>
Phone:	<u>(813) 228-0900</u>
Fax:	<u></u>
Email:	<u>info@appliedfl.com</u>

or to such address or facsimile number as the Consultant may direct from time to time by written notice forwarded to the City as provided above. E-mail transmittal of notices are considered delivered as of the date of electronic transmission. Both parties will supplement emailed notices with a formal version of the notice as outlined above.

19.6 Conflict. It is understood and agreed by the Parties that if any part, term or provision of this Agreement is held to be illegal or in conflict with any law, the validity of the remaining portions or provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

19.7 Interpretation. The Parties represent and warrant that they have entered into this Agreement relying wholly upon their own judgment, belief and knowledge of the nature, extent, effect and duration of any actions, damages and liability therefore. The

Parties represent that they enter into this Agreement without relying upon any statement or representation of the adverse parties other than what has been set forth in writing in this Agreement. The Parties represent that they have had the opportunity to discuss this matter with counsel of their choosing and are satisfied with its counsel and the advice received. The Parties understand this Agreement's contents and agree that this Agreement will not be construed more strongly against any party, regardless of who is responsible for its preparation or drafting. The Parties further declare and represent that no promise, inducement, agreement or understanding not expressed in this Agreement has been made to an adverse party and that this Agreement contains the entire agreement between the Parties and that the terms of this Agreement are contractual and not a mere recital. This Agreement will be deemed and treated as drafted jointly by all the Parties, and no term, condition or provision of this Agreement will be construed more strictly against any Party.

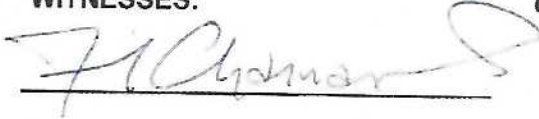
All words used in this Agreement in the singular will extend to and include the plural, and the use of any gender will extend to and include all genders. The term "including" is not limiting. The captions and headings in this Agreement are for convenience of reference only and in no way define or limit the scope or content of this Agreement or in any way affect its provisions.

19.8 Consideration. Each party acknowledges and agrees that the covenants under this Agreement, together with the consideration exchanged under this Agreement, constitute full, fair and valuable consideration for the transfers, transactions and releases required of and by the Parties pursuant to the provisions of this Agreement and that, by virtue of the above-referenced consideration, the Parties have received reasonably equivalent value in exchange for their obligations under this Agreement. The Parties acknowledge and agree that each has received and reviewed a copy of this Agreement in the presence of their respective, independent counsel retained by them. Each party understands the purport, tenor, and effect of this Agreement, and has entered into this Agreement freely and voluntarily.

19.9 Authority. Each of the Parties covenants to the other party that it has lawful authority to enter into this Agreement, that the governing or managing body of each of the Parties has approved this Agreement and that the governing or managing body of each of the Parties has authorized the execution of this Agreement in the manner set forth in this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the City and Consultant have made and executed this Agreement on the date and year first above written.

WITNESSES:


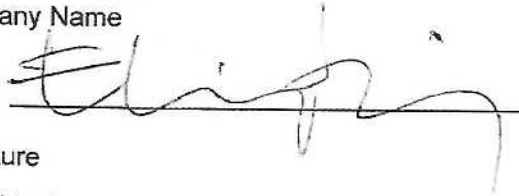
Signature

Nick Charnas III, PE, CFM, MBA

Printed Name

CONSULTANT
Applied Sciences Consulting, Inc.

Company Name



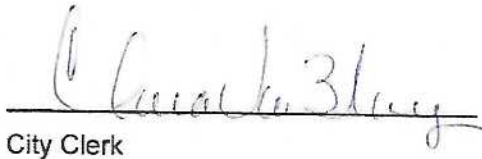
Signature

President

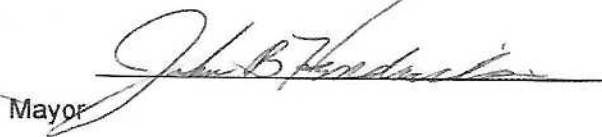
Title

Elie G. Araj, PE, CFM, D. WRE

Printed Name


CITY OF MADEIRA BEACH, FLORIDA


City Clerk



Mayor

Approved as to form and sufficiency:



City Attorney

EXHIBIT B: RFQ 20-03 | Engineering, Mapping & Architectural Services

Company Name: Applied Sciences

Position/Classification/Title	Hourly Salary & Benefits	Rate w/Multiplier
Principal Engineer	\$ 57.50	\$ 171.93
Chief Engineer	\$ 70.00	\$ 209.30
Sr. Project Manager	\$ 62.02	\$ 185.44
Project Manager	\$ 49.45	\$ 147.86
Sr. Designer	\$ 45.00	\$ 134.55
Designer/GIS Analyst	\$ 42.50	\$ 127.08
Project Engineer	\$ 38.50	\$ 115.12
Senior Planner	\$ 60.00	\$ 179.40
Senior Scientist	\$ 50.00	\$ 149.50
Engineering Intern	\$ 25.00	\$ 74.75
Administrative Manager	\$ 26.88	\$ 80.37
Professional Surveyor/PSM	\$ 42.50	\$ 127.08
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		\$ -

Overhead/Fringe multiplier:*

2.99

Signature

Elie Araj, PE, President

Printed Name

Notes:

* Overhead/Fringe Multiplier to remain constant throughout contract

EXHIBIT C: RFQ 20-03 | Engineering, Mapping & Architectural Services

Company Name:

Applied Sciences Consulting, Inc.

[illegible]

Thief

Signature

Elie Araj, President

Printed Name

Notes:

* Maximum Annual Escalation Factor to remain constant throughout contract

FIRST AMENDMENT TO
ADVANCED ENGINEERING & DESIGN, INC.
CONTRACT AND AGREEMENT FOR
ENGINEERING, MAPPING & ARCHITECTURAL SERVICES – RFQ NO. 20-03
DISCIPLINE: STORMWATER/TRANSPORTATION

THIS FIRST AMENDMENT to that certain CONTRACT AND AGREEMENT FOR ENGINEERING, MAPPING & ARCHITECTURAL SERVICES – RFQ NO. 20-03 – DISCIPLINE: STORMWATER/TRANSPORTATION (“First Amendment”) is hereby entered into by and between the **CITY OF MADEIRA BEACH**, a Florida municipal corporation, hereinafter referred to as “City,” and **ADVANCED ENGINEERING & DESIGN, INC.**, a Florida corporation, hereinafter referred to as “Consultant.”

RECITALS

WHEREAS, CITY and CONSULTANT entered into that certain Contract and Agreement for Engineering, Mapping & Architectural Services – RFQ No. 20-03, Discipline: Stormwater/Transportation, hereinafter referred to as “Contract,” dated June 24, 2020; and

WHEREAS, CITY and CONSULTANT wish to extend the Contract for an additional one (1) year period.

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

1. In accordance with paragraph 4.3 of the Contract, the term thereof is extended for an additional one (1) year period beginning June 25, 2023 and ending June 24, 2024.
2. Except as expressly set forth herein, all of the terms, covenants and conditions of the Contract are hereby ratified and confirmed by CITY and CONSULTANT, and each, by the execution of this First Amendment, hereby signifies their intent to be bound thereby.

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

CITY OF MADEIRA BEACH
a Florida municipal corporation

ATTEST:

By: _____
James "Jim" Rostek, Mayor

Clara VanBlargan, City Clerk

Dated: _____

APPROVED AS TO FORM:

Thomas J. Trask, City Attorney

**ADVANCED ENGINEERING & DESIGN,
INC.**
a Florida corporation

By: William G. Reidy
William G. Reidy, P.E.
President

Dated: 05/08/2023

EXHIBIT B: RFQ 20-03 | Engineering, Mapping & Architectural Services

Company Name: Advanced Engineering & Design, Inc.

Position/Classification/Title	Hourly Salary & Benefits	Rate w/Multiplier
Officer in Charge	\$74.50	\$ 223.50
Sr. Project Manager	\$68.85	\$ 206.55
Project Manager	\$59.65	\$ 178.95
Construction Manager	\$57.25	\$ 171.75
Construction Engineer	\$50.25	\$ 150.75
Sr. Project Engineer	\$57.25	\$ 171.75
Project Engineer	\$50.25	\$ 150.75
Senior Designer	\$45.75	\$ 137.25
Field Technician	\$31.00	\$ 93.00
Sr. CAD Operator	\$37.85	\$ 113.55
CAD Operator	\$33.50	\$ 100.50
Administrative/ Clerical	\$22.50	\$ 67.50
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		\$ -
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		\$ -
		\$ -

Overhead/Fringe multiplier:* 3.00


Signature

William G. Reidy
Printed Name

Notes:

* Overhead/Fringe Multiplier to remain constant throughout contract

FIRST AMENDMENT TO
HALFF ASSOCIATES, INC.
CONTRACT AND AGREEMENT FOR
ENGINEERING, MAPPING & ARCHITECTURAL SERVICES – RFQ NO. 20-03
DISCIPLINE: 3 – ARCHITECTURE/LANDSCAPE ARCHITECTURE

THIS FIRST AMENDMENT to that certain CONTRACT AND AGREEMENT FOR ENGINEERING, MAPPING & ARCHITECTURAL SERVICES – RFQ NO. 20-03 – DISCIPLINE: 3 – ARCHITECTURE/LANDSCAPE ARCHITECTURE (“First Amendment”) is hereby entered into by and between the **CITY OF MADEIRA BEACH**, a Florida municipal corporation, hereinafter referred to as “City,” and **HALFF ASSOCIATES, INC.**, a Florida corporation, hereinafter referred to as “Consultant.”

RECITALS

WHEREAS, CITY and CONSULTANT entered into that certain Contract and Agreement for Engineering, Mapping & Architectural Services – RFQ No. 20-03, Discipline: 3 – ARCHITECTURE/LANDSCAPE ARCHITECTURE, hereinafter referred to as “Contract,” dated June 24, 2020; and

WHEREAS, CITY and CONSULTANT wish to extend the Contract for an additional one (1) year period.

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

1. In accordance with paragraph 4.3 of the Contract, the term thereof is extended for an additional one (1) year period beginning June 25, 2023 and ending June 24, 2024.
2. Except as expressly set forth herein, all of the terms, covenants and conditions of the Contract are hereby ratified and confirmed by CITY and CONSULTANT, and each, by the execution of this First Amendment, hereby signifies their intent to be bound thereby.

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

CITY OF MADEIRA BEACH
a Florida municipal corporation

ATTEST:

By: _____
James "Jim" Rostek, Mayor

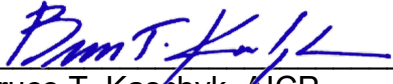
Clara VanBlargan, City Clerk

Dated: _____

APPROVED AS TO FORM:

Thomas J. Trask, City Attorney

HALFF ASSOCIATES, INC.
a Florida corporation

By:  _____
Bruce T. Kaschyk, AICP
Sr. Vice President

Dated: 5/8/23

FIRST AMENDMENT TO
APPLIED SCIENCES CONSULTING, INC.
CONTRACT AND AGREEMENT FOR
ENGINEERING, MAPPING & ARCHITECTURAL SERVICES – RFQ NO. 20-03
DISCIPLINE: STORMWATER/TRANSPORTATION ENGINEERING

THIS FIRST AMENDMENT to that certain CONTRACT AND AGREEMENT FOR ENGINEERING, MAPPING & ARCHITECTURAL SERVICES – RFQ NO. 20-03 – DISCIPLINE: STORMWATER/TRANSPORTATION ENGINEERING (“First Amendment”) is hereby entered into by and between the **CITY OF MADEIRA BEACH**, a Florida municipal corporation, hereinafter referred to as “City,” and **APPLIED SCIENCES CONSULTING, INC.**, a Florida corporation, hereinafter referred to as “Consultant.”

RECITALS

WHEREAS, CITY and CONSULTANT entered into that certain Contract and Agreement for Engineering, Mapping & Architectural Services – RFQ No. 20-03, Discipline: Stormwater/Transportation Engineering, hereinafter referred to as “Contract,” dated June 24, 2020; and

WHEREAS, CITY and CONSULTANT wish to extend the Contract for an additional one (1) year period.

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

1. In accordance with paragraph 4.3 of the Contract, the term thereof is extended for an additional one (1) year period beginning June 25, 2023 and ending June 24, 2024.
2. In accordance with paragraph 7.1 of the Contract, the hourly rate schedule for the one year extension is attached hereto as Exhibit B.

3. Except as expressly set forth herein, all of the terms, covenants and conditions of the Contract are hereby ratified and confirmed by CITY and CONSULTANT, and each, by the execution of this First Amendment, hereby signifies their intent to be bound thereby.

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

CITY OF MADEIRA BEACH
a Florida municipal corporation

ATTEST:

By: _____
James "Jim" Rostek, Mayor

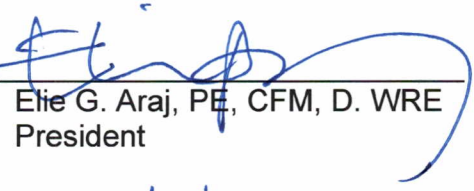
Clara VanBlargan, City Clerk

Dated: _____

APPROVED AS TO FORM:

Thomas J. Trask, City Attorney

APPLIED SCIENCES CONSULTING, INC.
a Florida corporation

By: 
Elie G. Araj, PE, CFM, D. WRE
President

Dated: 5/3/23

EXHIBIT B: RFQ 20-03 | Engineering, Mapping & Architectural Services

Company Name:

Applied Sciences

Position/Classification/Title	Hourly Salary & Benefits	Rate w/Multiplier	Escalation between 2020 and 2023 (6%)
Principal Engineer	\$ 57.50	\$ 171.93	\$ 182.24
Chief Engineer	\$ 70.00	\$ 209.30	\$ 221.86
Sr. Project Manager	\$ 62.02	\$ 185.44	\$ 196.57
Project Manager	\$ 49.45	\$ 147.86	\$ 156.73
Sr. Designer	\$ 45.00	\$ 134.55	\$ 142.62
Designer/GIS Analyst	\$ 42.50	\$ 127.08	\$ 134.70
Project Engineer	\$ 38.50	\$ 115.12	\$ 122.02
Senior Planner	\$ 60.00	\$ 179.40	\$ 190.16
Senior Scientist	\$ 50.00	\$ 149.50	\$ 158.47
Engineering Intern	\$ 25.00	\$ 74.75	\$ 79.24
Administrative Manager	\$ 26.88	\$ 80.37	\$ 85.19
Professional Surveyor/PSM	\$ 42.50	\$ 127.08	\$ 134.70
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Overhead/Fringe multiplier:*

2.99



May 3, 2023

Signature

Elie Araj, PE, President

Printed Name

Notes:



Memorandum

Meeting Details: May 24, 2023, BOC Regular Workshop Meeting

Prepared For: Hon. Mayor Rostek and Board of Commissioners

From: Community Development Department

Subject: Density and Intensity Consistency with Forward Pinellas

Background: The Madeira Beach Comprehensive Plan and Land Development Regulations in the Madeira Beach Code of Ordinances are inconsistent with the Forward Pinellas Countywide Plan. The city must remedy this inconsistency.

Discussion: The City of Madeira Beach previously adopted the alternative temporary lodging use standards available from Forward Pinellas. The standards were not clearly defined within the City's Comprehensive Plan and Land Development Regulations which has led to this inconsistency.

Fiscal Impact: Potential impact on new development and redevelopment.

Recommendation(s): Staff recommends amending the Madeira Beach Comprehensive Plan and Code of Ordinances to clarify the alternative temporary lodging use standards and intensities and densities to conform to the Forward Pinellas Countywide Plan.

Attachments:

- Forward Pinellas Consistency Letter
- Madeira Beach Comprehensive Plan Future Land Use description
- Future Land Use Map, Madeira Beach Comprehensive Plan
- Madeira Beach Code of Ordinances C-3, C-4, R-3
- Madeira Beach Zoning Map



February 10, 2023

Andrew Morris
Planner/GIS Technician
City of Madeira Beach
300 Municipal Drive
Madeira Beach, FL 33708

RE: Review of proposed amendments to Comprehensive Plan (Ord. No. 2023-11)

Dear Andrew:

Thank you for forwarding the proposed amendments to the City's Comprehensive Plan. Staff have reviewed the proposed amendments and find that the City is required to address several inconsistencies outlined in the attached review form. Staff have also outlined recommended amendments which would provide clarity in consistency with the Countywide Rules.

Staff recommends the City of Madeira Beach thoroughly review the attached narrative for required amendments which will address inconsistencies with the City's Comprehensive Plan and Countywide Rules, particularly with the following sections of the Future Land Use Element regarding the density/intensity standards for various future land use categories: FLU Element, Policy 4.1.1.2 (Residential/Office/Retail, Resort Facilities Medium and Resort Facilities High categories) and FLU Element, Policy 4.1.1.3 (Commercial General category).

Forward Pinellas staff are happy to provide clarifications and continue assisting the City of Madeira Beach in matters of consistency with the Countywide Rules.

If you have any questions, please feel free to email nrahman@forwardpinellas.org.

Sincerely,

Nousheen Rahman

Nousheen Rahman
Planner

Countywide Rules Determination of Consistency for Madeira Beach Comprehensive Plan Amendments (Ord. No. 2023-11) 2/10/2023

3.1 Definitions

- Consider amending definition of *Ancillary non-residential use* to be consistent with Countywide Rules: “Off-street parking and trash receptable areas for adjacent, contiguous, nonresidential uses”
- Amend definition of *Floor Area Ratio (FAR)* from “relationship between the gross floor area on a site and gross land area” to “relationship between the gross floor area on a site and **net** land area”
- Amend definition of *Floor Area Ratio (FAR)* from “dividing by the gross land area” to “dividing by the **net** land area”
- Amend definition of *Impervious Surface Ratio (ISR)* from “relationship between the total impervious surface area on a site and the gross land area” to “relationship between the total impervious surface area on a site and the **net** land area.”
- Amend definition of *Impervious Surface Ratio (ISR)* from “the square footage of the gross land area” to “the square footage of the **net** land area.”

FLU Element, Policy 4.1.1.1

- Staff recommends clearly adding allowable uses for each residential category, consistent with the Countywide Rules
- The definitions for each Residential category outlines allowable density “excluding residential equivalent uses and institutional uses.” Staff recommends clearly outlining what the maximum allowable densities for residential equivalent uses and institutional uses.

FLU Element, Policy 4.1.1.2

Residential/Office/Retail category:

- The temporary lodging density standards for the R/O/R are **inconsistent** with the Countywide Rules. They are outlined as up to 45 UPA and should be **no more than 40 UPA as outlined by the corresponding Countywide Rules category Retail & Services** unless the Alternative Temporary Lodging Standards of Countywide Rules Section 5.2.1.3 are adopted for this category. The City is required to address this inconsistency.
- The FAR for the R/O/R category is **inconsistent** with the Countywide Rules. The FAR is outlined as 1.0 and should be **no more than 0.55 FAR as outlined by the corresponding Countywide Rules category Retail & Services**. Adopting the Alternative Temporary Standards would bring this standard into consistency for **temporary lodging uses only**. The City is required to address this inconsistency.
- Staff recommends clearly outlining what “other” uses are as referenced in the R/O/R category.

Resort Facilities Medium and High categories:

- The temporary lodging standards for the Resort Facilities Medium and Resort Facilities High categories are **partly consistent** with the Alternative Temporary Lodging Standards.
- The density and intensity standards, and the requirement for a development agreement, are consistent, but not all of the required provisions of Countywide Rules Section 5.2.1.3 have been addressed.

FLU Element, Policy 4.1.1.3

- The temporary lodging density standards for the CG category are **inconsistent** with the Countywide Rules. They are outlined as up to 60 UPA and should be **no more than 40 UPA as outlined by the corresponding Countywide Rules category Retail & Services unless the Alternative Temporary Lodging Standards are adopted for this category.** The City is required to address this inconsistency.
- The intensity standards for the CG category are **inconsistent** with the Countywide Rules. They are outlined as 1.2 FAR and should be **no more than 0.55 FAR as outlined by the corresponding Countywide Rules category Retail & Services.** Adopting the Alternative Temporary Standards would bring this standard into consistency for **temporary lodging uses only.** The City is required to address this inconsistency.
- Staff recommends clearly outlining allowable uses for the CG category.
- Staff recommends clearly outlining allowable uses for the R/OS category
- Staff recommends clearly outlining allowable uses for the Preservation category
- Staff recommends clearly outlining allowable uses for the Institutional category
- Staff recommends clearly outlining allowable uses for the T/U category

Objective 4.2.1

- Amend references from “Countywide Future Land Use Plan” to “Countywide Plan for Pinellas County” or “Pinellas County Countywide Plan”

General Comments for the Future Land Use Element

- The Future Land Use Element and some of its land use categories are inconsistent with the standards provided in the Countywide Rules. These inconsistencies are required to be addressed.
- Staff recommends including a table and/or matrix within the Future Land Use Element outlining each land use category, associated allowable uses, developmental standards and the corresponding Countywide Plan Map category for clarity. This would also help the city in identifying and addressing inconsistencies.

Coastal Management and Conservation Element General Comments

- This element should include provisions for amendments in the Coastal High Hazard Area, either verbatim or by reference (though we recommend verbatim), consistent with Section 4.2.7 of the Countywide Rules

Remaining Elements

- The remaining amendments are not subject to review for consistency with the Countywide Rules.

4.0 FUTURE LAND USE ELEMENT

GOAL 4.1: ENSURE THAT THE RESIDENTIAL/FAMILY AND BEACH COMMUNITY CHARACTER OF THE CITY OF MADEIRA BEACH IS MAINTAINED AND PROTECTED WHILE:

MAXIMIZING THE POTENTIAL FOR ECONOMIC BENEFIT RESULTING FROM THE TOURIST TRADE AND THE ENJOYMENT OF NATURAL AND MAN-MADE RESOURCES BY CITIZENS AND VISITORS;

MINIMIZING THE THREAT TO HEALTH, SAFETY, AND WELFARE POSED BY HAZARDS, NUISANCES, INCOMPATIBLE LAND USES, AND ENVIRONMENTAL DEGRADATION;

MAXIMIZING LAND DEVELOPMENT WHICH RESPECTS NECESSARY ECOLOGICAL FUNCTIONS AND SUITABILITY FOR URBAN DEVELOPMENT;

PRESERVING OR IMPROVING THE COMMUNITY'S NATURAL RESOURCES AND VALUABLE AMENITIES;

ENCOURAGING AN ORDERLY AND AESTHETIC MIX OF LAND USES BY ALLOWING NEW DEVELOPMENT AND REDEVELOPMENT THAT WILL ENHANCE AND PROTECT THE CITY'S EXISTING CHARACTER; AND

PROVIDING A COMPREHENSIVE PLAN THAT IS FLEXIBLE AND INCORPORATES CHANGING COMMUNITY VALUES AND ATTITUDES.

Objective 4.1.1:

Ensure that redevelopment and new development occurs in planned areas at the appropriate densities and intensities as indicated on, and consistent with Map LU-4, Future Land Use and Transportation.

Policy 4.1.1.1:

The City of Madeira Beach hereby adopts those land use categories identified and defined in this policy as those which shall govern residential development within the community pursuant to Rule 9J-5.006(3)(c)7, Florida Administrative Code. These land use categories shall be consistent with primary and secondary uses and maximum intensity standards listed in the Pinellas Planning Council Countywide Plan Rules, except as specifically modified herein.

RESIDENTIAL

Residential Urban (RU), density of 0 to 7.5 residential units per acre, excluding residential equivalent uses and institutional uses.

Residential Medium (RM), density of 0 to 15.0 residential units per acre, excluding residential equivalent uses and institutional uses.

Policy 4.1.1.2:

The City of Madeira Beach hereby adopts those land use categories identified and defined in this policy as those which shall govern mixed-use development within the

community pursuant to Rule 9J-5.006(3)(c)7, Florida Administrative Code. These land use categories shall be consistent with primary and secondary uses and maximum density and intensity standards listed in the Pinellas Planning Council Countywide Plan Rules, except as specifically modified herein.

MIXED USE:

Resort Facilities Medium (RFM), with a residential density of 0 to 18 units per acre and temporary lodging with maximum density and intensity standards as shown in the table below with an approximate percentage distribution of 70 to 100 percent residential, 0 to 20 percent nonresidential, and 0 to 10 percent “other”. RFM shall not include residential equivalent uses.

Temporary Lodging Density and Intensity Standards for the RFM land use plan category are as follows, subject to the specific standards to be set forth in a Development Agreement as provided for in the City’s land development regulations.

Land Area	Units per Acre	FAR	ISR
Less than 1 acre	45	1.0	0.85
Between one acre and three acres	60	1.5	0.85
Greater than three acres	75	2.0	0.85

Resort Facilities high (RFH), with a residential density of 0 to 15 dwelling units per acre and temporary lodging with maximum density and intensity standards as shown in the table below, with an approximate percentage distribution of 70 to 100 percent temporary lodging use, 0 to 20 percent tourist-related commercial, and 0 to 10 percent residential. RFH shall not include residential equivalent uses.

All applications for the Resort Facilities high plan category shall require corresponding rezoning to the PD, Planned Development zoning district pursuant to the procedures and requirements of the PD district set forth in the City’s land development regulations.

Temporary Lodging Density and intensity Standards for the RFH land use plan category are as follows, subject to the specific standards to be set forth in a Development Agreement as provided for in the City’s land development regulations.

Land Area	Units per Acre	FAR	ISR
Less than 1 acre	75	2.0	0.95
Between one acre and three acres	100	3.0	0.95
Greater than three acres	125	4.0	0.95

Residential/Office/Retail (R/O/R), with a residential density of 0 to 18 units per acre

and a temporary lodging density of up to 45 units per acre with a maximum FAR of 1.0 and an ISR of 0.85 and a percentage distribution of 30 to 50 percent residential, 30 to 60 percent nonresidential, and 0 to 20 percent “other”. R/O/R shall not include residential equivalent, research/development, and light manufacturing/assembly uses.

Planned Redevelopment – Mixed Use (PR-MU), -The purpose of this category is to depict those areas that are developed with a collection of temporary lodging residential, office, and commercial uses, along corridors, adjacent to neighborhoods or within distinct areas that are interrelated and complimentary. This category should facilitate infill and redevelopment of these areas to create a desirable mix of non- residential and residential uses by promoting aesthetically pleasing, safe environments, and buildings that are compatible with the area’s character, uses, and transportation facilities.

The uses, development standards, density/intensity standards, and locational characteristics associated with this category must be set forth in,

Special Area Plan approved by the Board of Commissioners. The Special Area Plan (and any substantive changes to an approved special area plan) shall be subject to review by and approval of the Countywide Planning Authority upon recommendation of the Pinellas Planning Council pursuant to the applicable Countywide Plan Rules Each Special Area Plan shall establish the density, intensity, and mix of permitted uses, and shall include, at a minimum, information addressing the requirements for special area plans or their equivalent as set forth in the Countywide Plan Rules.

Policy 4.1.1.3:

The City of Madeira Beach hereby adopts those land use categories identified and defined in this policy as those which shall govern commercial and other uses within the community pursuant to Rule 9J-5.006(3)(c)7, Florida Administrative Code. These land use categories shall be consistent with primary and secondary uses and maximum intensity standards listed in the Pinellas Planning Council Countywide Plan Rules, except as specifically modified herein.

COMMERCIAL

Commercial General (CG), with a density of 0 to 15 residential units per acre for multifamily dwellings and a temporary lodging density of up to 60 units per acre with a maximum floor area ratio (FAR) of 1.2 and impervious surface ratio (ISR) of 0.9. CG shall not include residential equivalent uses.

PUBLIC / SEMI-PUBLIC

Recreation/Open Space, (R/OS), with a maximum FAR of 0.25. R/OS shall exclude golf course/clubhouse uses and shall not allow the transfer of development rights.

Preservation (P), with a maximum FAR of 0.1. The preservation category shall not allow transfer of development rights.

Institutional (I), with a density of 0 to 10 residential units per acre (residential equivalent use shall not exceed 2.0 to 3.0 beds per dwelling unit), with a maximum FAR of 0.65 and ISR of 0.7. Institutional uses shall not include residential equivalent uses.

Transportation/Utility (T/U), with a maximum FAR of 0.7 and ISR of 0.7.

Policy 4.1.1.4:

Zoning districts that define specific uses and development densities and intensities implementing these land use designations shall be included within the City of Madeira Beach land development regulations.

Objective 4.1.2:

Future development and redevelopment shall be managed through the implementation and enforcement of the land development regulations as codified by the City of Madeira Beach consistent with this comprehensive plan.

Policy 4.1.2.1:

The land development regulations shall contain administrative provisions:

For the division of lots, the use of land, the protection of environmentally sensitive lands, and flood hazard safety;

Which implement guidelines for the administration of those land use categories adopted for the City of Madeira Beach;

Ensuring that applications for development approval are subject to site plan review, except for single-family, duplex, and triplex dwelling units;

Ensuring that all development is consistent with those coastal construction regulations adopted and/or amended by the State of Florida, Pinellas County, and other agencies with jurisdictional responsibilities;

Ensuring that drainage and stormwater management is based on the minimum criteria established by the Southwest Florida Water Management District and other governmental agencies with jurisdictional responsibilities; and

Ensuring that all development is consistent with National Flood Insurance Program regulations.

Policy 4.1.2.2:

The land development regulations shall contain design provisions:

Ensuring compliance with the stormwater requirements of the Southwest Florida Water Management District, for the permitted use of either vegetated swales in conjunction with retention ponds or sand filtration and catchment systems where space prohibits the use of retention ponds;

For drainage and stormwater management, open space, safe and convenient on-site traffic flow, parking, and signage;

Ensuring the compatibility of adjacent land uses and provide for adequate and appropriate buffering;

Madeira Beach Future Land Use and Street Names Map

Madeira Beach Future Land Use

Future Land Use Categories

- Commercial General
- Institutional
- Planned Redevelopment-Mixed Use
- Preservation
- Recreation/Open Space
- Residential Medium
- Residential Urban
- Residential/Office/Retail
- Resort Facilities Medium
- Right of Way
- Scenic Corridors
- Transportation/Utility
- Water
- Madeira Beach Parcels
- Roads



PART II - CODE OF ORDINANCES
Chapter 110 - ZONING
ARTICLE V. - DISTRICTS
DIVISION 4. R-3, MEDIUM DENSITY MULTIFAMILY RESIDENTIAL

DIVISION 4. R-3, MEDIUM DENSITY MULTIFAMILY RESIDENTIAL

Sec. 110-226. Definition; purpose and intent.

The R-3, medium density multifamily residential district provides for medium density development for both permanent and tourist residential facilities at locations where public facilities are adequate to support such intensity. The R-3, medium density multifamily residential district correlates with the resort facilities medium (RFM) category of the City of Madeira Beach Comprehensive Plan.

(Code 1983, § 20-404; Ord. No. 1138, § 4, 12-9-08; Ord. No. 2022-14 , § 1, 5-11-22)

Cross reference(s)—Definitions generally, § 1-2.

Sec. 110-227. Permitted uses.

The permitted uses in the R-3, medium density multifamily residential district are as follows:

- (1) Single-family.
- (2) Duplex.
- (3) Triplex.
- (4) Multifamily.
- (5) Tourist dwelling units.
- (6) Restaurants, excluding drive-in restaurants.
- (7) Publicly owned or operated parks and recreation areas.

(Code 1983, § 20-404)

Sec. 110-228. Accessory uses.

The accessory uses in the R-3, medium density multifamily residential district are as follows:

- (1) Home occupation.
- (2) Private garages and carports.
- (3) Swimming pools or cabanas used as bath houses.
- (4) Residential docks.
- (5) Essential services.
- (6) Wireless communication antennas as regulated by article VI, division 12, subdivisions I, II and IV of this chapter.

(Code 1983, § 20-404)

Sec. 110-229. Special exception uses.

Upon application for a special exception to the special magistrate and favorable action thereon, the following uses may be permitted in the R-3, medium density multifamily residential district:

- (1) Retail and personal service uses only ancillary to a permitted use.
- (2) Public service facilities.
- (3) Commercial recreation and entertainment facilities.

(Code 1983, § 20-404; Ord. No. 2017-03 , § 4, 3-7-17)

Sec. 110-230. Minimum building site area requirements.

The minimum building site area requirements in the R-3, medium density multifamily residential district are as follows:

- (1) Lot size:
 - a. Single-family: 4,000 square feet.
 - b. Duplex, triplex: 3,000 square feet per dwelling unit.
 - c. Multifamily: 2,420 square feet per dwelling unit.
 - d. Restaurants: 5,000 square feet.
 - e. Public service facilities: Shall not exceed a maximum area of three acres. Like uses or contiguous like uses in excess of this threshold shall require the parcel to be amended to the P-SP zoning district and the appropriate land use category.
- (2) Lot width:
 - a. Single-family, duplex, triplex: 40 feet.
 - b. Multifamily and hotel: 60 feet.
 - c. Restaurants: 60 feet.
- (3) Lot depth: All permitted uses 80 feet.

(Code 1983, § 20-404; Ord. No. 1043, § 1, 6-14-05; Ord. No. 1138, § 4, 12-9-08; Ord. No. 2022-14 , § 2, 5-11-22)

Sec. 110-231. Setback requirements.

The following minimum setbacks shall apply in the R-3, medium density multifamily residential district:

- (1) Front yard:
 - a. Single-family, duplex and triplex: 20 feet, measured from right-of-way to structure.
 - b. Multifamily, hotel and restaurants: 25 feet.
- (2) Rear yard: 25 feet, unless otherwise provided in the land development regulations, and then the more restrictive requirement shall apply.
- (3) Waterfront yard: For lots with a waterfront yard on the Gulf of Mexico, the setback shall be landward of to the county coastal construction control line.

(4) Side yard setbacks:

a. Single-family, duplex and triplex dwellings:

1. For lots less than 50 feet in width, the minimum side yard setback shall be five feet.
2. For lots 50 feet or greater in width, the minimum total side yard setback shall be 15 feet with a minimum of seven feet on either side.

b. Multifamily, hotels and restaurants: The minimum side yard setback shall be ten feet provided that the provisions of section 110-236 are met.

(Code 1983, § 20-404; Ord. No. 2022-14 , § 3, 5-11-22)

Sec. 110-232. Maximum building height.

No building in the R-3, medium density multifamily residential district shall exceed 44 feet in height.

(Code 1983, § 20-404; Ord. No. 2021-23 , § 1, 11-10-21; Ord. No. 2022-14 , § 4, 5-11-22)

Sec. 110-233. Maximum lot coverage.

The maximum lot coverage in the R-3, medium density multifamily residential district is as follows:

- (1) Residential use: Floor area ratio (FAR) 1.0. The maximum area of a lot or parcel to be covered by structures shall be 40 percent.
- (2) Multifamily, hotel, and related uses: The density shall be a maximum of 18 residential dwelling units or temporary lodging units as shown in the table below. A combination of both residential and tourist dwelling units may be permissible provided that the provisions of subsection 110-236(b) are met.

Land Area of the Development Site	Units/Acre	FAR	ISR
Less than one acre	45	1.0	0.85
One to three acres	60	1.5	0.85
Greater than three acres	75	2.0	0.85

(3) Commercial/nonresidential: Floor area ratio (FAR) 0.55.

(4) Public service facilities: Floor area ratio (FAR) 0.65.

(5) Public owned parks and recreation facilities: Floor area ratio (FAR) 0.25.

(Code 1983, § 20-404; Ord. No. 1138, § 4, 12-9-08; Ord. No. 2022-14 , § 5, 5-11-22)

Sec. 110-234. Impervious surface ratio (ISR).

The impervious surface ratio (ISR) in the R-3, medium density multifamily residential district for all uses is 0.85.

(Code 1983, § 20-404; Ord. No. 2022-14 , § 6, 5-11-22)

Sec. 110-235. Buffering requirements.

Buffering requirements in the R-3, medium density multifamily residential district are as follows:

- (1) Parking lots/garages for tourist dwellings and nonresidential uses shall be designed to minimize their impacts to any adjacent residential uses as established in the land development regulations.
- (2) During the development process, existing curb cuts shall be reoriented, if necessary, to minimize the negative impact on adjacent properties.
- (3) All development within this category will meet or exceed the buffering/landscape requirements as outlined in chapter 106, article II.

(Code 1983, § 20-404)

Sec. 110-236. Special requirements.

- (a) No structure in the R-3, medium density multifamily residential district shall be constructed that is greater than 250 feet in width. If two structures are proposed on the same lot or parcel, the buildings shall be separated by a minimum of ten feet.
- (b) Mixed uses in a single development shall not exceed, in combination, the respective number of units per acre and floor area ratio permitted, when allocated in their respective proportion to the gross land area of the property.
- (c) Institutional, other than public educational facilities shall not exceed a maximum area of five acres. Transportation and/or utility uses shall not exceed a maximum area of three acres.
- (d) When a proposed multifamily or non-residential use in the R-3, medium density multifamily residential district abuts a single-family, duplex, or triplex, an additional five-foot setback is required along the length of the entire shared lot line. This additional setback will be utilized to provide additional landscaped screening.

(Code 1983, § 20-404; Ord. No. 1138, § 4, 12-9-08; Ord. No. 2022-14 , § 7, 5-11-22)

Secs. 110-237—110-255. Reserved.

DIVISION 7. C-3, RETAIL COMMERCIAL

Sec. 110-316. Definition; purpose and intent.

The C-3, retail commercial district provides service to both permanent and transient residents where a full range of urban services and a high degree of accessibility is required. The C-3, retail commercial district correlates with the commercial general (CG) category and the residential office retail (R/O/R) category of the City of Madeira Beach Comprehensive Plan.

(Code 1983, § 20-404; Ord. No. 1138, § 7, 12-9-08; Ord. No. 2022-10 , § 1, 5-11-22)

Cross reference(s)—Definitions generally, § 1-2.

Sec. 110-317. Permitted uses.

The permitted uses in the C-3, retail commercial district are as follows:

- (1) Retail and personal service uses.
- (2) Business office and financial service uses.

- (3) Multifamily dwellings.
- (4) Tourist dwelling units.
- (5) Restaurants.
- (6) Adult entertainment establishments (article VI, division 13 of this chapter).

(Code 1983, § 20-404)

Sec. 110-318. Accessory uses.

The accessory uses in the C-3, retail commercial district are as follows:

- (1) Off-street parking and loading/unloading.
- (2) Nonresidential signs.
- (3) Essential services.
- (4) Other accessory uses customarily permitted.
- (5) Boat slips associated with a permitted business use, not for rental or commercial marine activities.

(Code 1983, § 20-404)

Sec. 110-319. Special exception uses.

Upon application for a special exception to the special magistrate and favorable action thereon, the following uses may be permitted in the C-3, retail commercial district:

- (1) Service stations.
- (2) Commercial recreation and entertainment facilities provided that such facilities shall not be permissible when the underlying future land use category is R/O/R.
- (3) Churches, synagogues or other houses of worship.
- (4) Public service facilities.
- (5) Drive-in or drive-through retail personal service, business and financial services.
- (6) Private fraternal, social and recreational clubs.
- (7) Outdoor storage areas, provided that the outdoor storage use is an accessory, is limited to areas in the CG land use category, and does not exceed 20 percent of the area of the building which is the principal use on the site.
- (8) Single-family or duplex.
- (9) Private schools.
- (10) Exhibition of reptiles by permit.
- (11) Medical marijuana dispensaries.

(Code 1983, § 20-404; Ord. No. 1138, § 7, 12-9-08; Ord. No. 2015-03, § 1, 2-24-15)

Sec. 110-320. Minimum building site area requirements.

The minimum building site area requirements in the C-3, retail commercial district are as follows:

- (1) Lot size:
 - a. For all uses except multifamily/tourist dwelling units: 4,000 square feet.
 - b. Duplex and triplex units: 3,000 square feet per dwelling unit.
 - c. Multi-family dwelling units and above: 2,420 square feet per dwelling unit.
 - d. Public service facilities: Shall not exceed a maximum area of five acres. Like uses or contiguous like uses in excess of this threshold shall require the parcel to be amended to the P-SP zoning district and the appropriate land use category.
- (2) Lot width:
 - a. All permitted uses except multifamily/tourist dwelling units: 40 feet.
 - b. Multifamily/tourist dwelling units: 60 feet.
- (3) Lot depth: All permitted uses: 80 feet.
- (4) Within the CG land use category, the density shall be a maximum of 15 residential dwelling units or 60 temporary lodging units per acre. A combination of both residential dwelling units and temporary lodging units may be permissible provided that the provisions of subsections 110-326(d) are met.
- (5) Within the R/O/R land use category, the density shall be a maximum of 18 dwelling units or 45 temporary lodging units per acre. A combination of both residential dwelling units and temporary lodging units may be permissible provided that the provisions of subsections 110-326(d) are met.

(Code 1983, § 20-404; Ord. No. 1043, § 2, 6-14-05; Ord. No. 1138, § 7, 12-9-08; Ord. No. 2022-10, § 2, 5-11-22)

Sec. 110-321. Setback requirements.

The following minimum setbacks shall apply in the C-3, retail commercial district:

- (1) Front yard: 25 feet, measured from right-of-way to structure.
- (2) Rear yard: ten feet, except waterfront lots which will have a rear setback of 18 feet.
- (3) Side yard:
 - a. All permitted uses except multifamily/tourist dwelling units will have a side setback of ten feet.
 - b. Multifamily/tourist dwelling units:
 1. For proposed uses located on properties between 60 and 80 feet in width, the minimum side yard setback shall be ten feet.
 2. For lots greater than 80 feet in width, the minimum side yard setback is as follows:
 3. A total of 33 percent of the lot width shall be reserved for side yard setbacks. In no event shall one side be less than the following:
 - i. Lots less than 120 feet: ten feet.
 - ii. Lots less than 240 feet: 15 feet.
 - iii. Lots 240 feet or greater: 20 feet.

(Code 1983, § 20-404)

Sec. 110-322. Maximum building height.

- (a) For all uses in the C-3, retail commercial district the maximum building height shall be 34 feet.
- (b) Multifamily/tourist dwelling units in the C-3, retail commercial district shall not exceed 44 feet in height.

(Code 1983, § 20-404; Ord. No. 2021-23 , § 1, 11-10-21; Ord. No. 2022-10 , § 3, 5-11-22)

Sec. 110-323. Maximum lot coverage.

The maximum lot coverage in the C-3, retail commercial district is as follows:

- (1) Residential use: Floor area ratio (FAR) 0.80. The maximum area of a lot or parcel to be covered by structures shall be 40 percent.
- (2) Temporary lodging units: Floor area ratio (FAR) as set forth in the following table, provided that the requirements of subsection 110-326(d) are met:

Land use category	FAR
Commercial general	1.2
Residential/office/retail	1.0

- (3) Commercial general and public service facilities: Floor area ratio (FAR) 0.55; Residential/office/retail: Floor area ratio (FAR) 0.55.

(Code 1983, § 20-404; Ord. No. 1138, § 7, 12-9-08; Ord. No. 2022-10 , § 4, 5-11-22)

Sec. 110-324. Impervious surface ratio (ISR).

- (a) The impervious surface ratio (ISR) in the C-3, retail commercial district for all uses, other than temporary lodging units, is 0.70.
- (b) The impervious surface ratio (ISR) for temporary lodging units is 0.85.

(Code 1983, § 20-404; Ord. No. 1138, § 7, 12-9-08)

Sec. 110-325. Buffering requirements.

- (a) Parking lots/garages for tourist dwellings and nonresidential uses in the C-3, retail commercial district shall be designed to minimize their impacts to any adjacent residential uses as established in the land development regulations.
- (b) During the development process, existing curb cuts in the C-3, retail commercial district shall be reoriented, if necessary, to minimize the negative impact on adjacent properties.
- (c) All development within the C-3, retail commercial district in this category will meet or exceed the buffering/landscape requirements as outlined in chapter 106, article II.

(Code 1983, § 20-404)

Sec. 110-326. Special requirements.

- (a) In the C-3, retail commercial district residential dwelling units are permitted on the second floor above first-floor commercial or office units within this district.
- (b) No structure in the C-3, retail commercial district may be wider than 150 feet parallel to the front yard right-of-way. If two structures are proposed on the same lot or parcel, the buildings shall be separated. There shall be a minimum of a ten-foot separation between structures.
- (c) When a proposed non-residential use in the C-3, retail commercial district abuts a residential use an additional five-foot setback is required along the length of the entire shared lot line. This additional setback will be utilized to provide additional landscaped screening.
- (d) Mixed uses in a single development shall not exceed, in combination, the respective number of units per acre and floor area ratio permitted, when allocated in their respective proportion to the gross land area of the property.
- (e) Institutional, other than public educational facilities shall not exceed a maximum area of five acres. Transportation and/or utility uses shall not exceed a maximum area of three acres.

(Code 1983, § 20-404; Ord. No. 1138, § 7, 12-9-08; Ord. No. 2022-10, § 5, 5-11-22)

Secs. 110-327—110-345. Reserved.***DIVISION 8. C-4, MARINE COMMERCIAL*****Sec. 110-346. Definition; purpose and intent.**

The purpose of the C-4, marine commercial district is to provide for those commercial uses which are directly related to commercial and marine uses and associated services. The C-4, marine commercial district correlates with the commercial general (CG) category of the City of Madeira Beach Comprehensive Plan.

(Code 1983, § 20-404; Ord. No. 1138, § 8, 12-9-08; Ord. No. 2022-11, § 1, 5-11-22)

Cross reference(s)—Definitions generally, § 1-2.

Sec. 110-347. Permitted uses.

The permitted uses in the C-4, marine commercial district are as follows:

- (1) Marina and commercial docks.
- (2) Boat repair and sales.
- (3) Restaurants.
- (4) Tourist dwelling units.
- (5) Retail offices and personal service uses.
- (6) Commercial fishing activities.
- (7) Charter and party boat operations.
- (8) Adult entertainment establishments (article VI, division 13 of this chapter).

- (9) Dwelling units located on the second floor above first floor commercial or office units within this district.

(Code 1983, § 20-404; Ord. No. 1138, § 8, 12-9-08)

Sec. 110-348. Accessory uses.

The accessory uses in the C-4, marine commercial district are as follows:

- (1) Off-street parking.
- (2) Marine and boat storage.
- (3) Essential services.
- (4) Other accessory uses, customarily incidental to the permitted use.
- (5) Wireless communication antennas as regulated by article VI, division 12, subdivisions I, II and IV of this chapter.
- (6) Wireless communication towers shall be allowed, through special permit granted by the board of commissioners, as an alternative to prohibiting towers and only in the event substantial proof is submitted by an applicant which demonstrates that no existing tower, structure, or building can accommodate the applicant's proposed antenna. Wireless communication towers must further comply with the provisions of article VI, division 12, subdivisions I, II and IV of this chapter.

(Code 1983, § 20-404)

Sec. 110-349. Special exception uses.

Upon application for a special exception to the special magistrate and favorable action thereon, the following uses may be permitted in the C-4, marine commercial district:

- (1) Service stations.
- (2) Commercial, recreation and entertainment facilities.
- (3) Public administration and service facilities.
- (4) Drive-in or drive-through retail, personal service, business and financial services.
- (5) Churches, synagogues and other houses of worship.
- (6) Outdoor storage areas provided that the outdoor storage use is an accessory, is limited to areas in the CG land use category, and does not exceed 20 percent of the area of the building which is the principal use on the site.

(Code 1983, § 20-404; Ord. No. 1138, § 8, 12-9-08)

Sec. 110-350. Minimum building site area requirements.

The minimum building site area requirements in the C-4, marine commercial district are as follows:

- (1) Lot size:
 - a. All permitted uses except tourist dwelling units: 4,000 square feet.
 - b. Residential dwellings above first floor commercial: 3,000 square feet per unit.

- c. Public service facilities: Shall not exceed a maximum area of five acres. Like uses or contiguous like uses in excess of this threshold shall require the parcel to be amended to the P-SP zoning district and the appropriate land use category.
- (2) Lot width:
 - a. All permitted uses except tourist dwellings: 40 feet.
 - b. Tourist dwellings: 60 feet.
- (3) Lot depth: All permitted uses 80 feet.
- (4) Within the CG land use category, the density shall be a maximum of 15 residential dwelling units or 60 temporary lodging units. A combination of both residential and tourist dwelling units may be permissible provided that the provisions of subsections 110-355(c) and (e) are met.

(Code 1983, § 20-404; Ord. No. 1043, § 3, 6-14-05; Ord. No. 1138, § 8, 12-9-08)

Sec. 110-351. Building setback requirements.

The following minimum setbacks shall apply in the C-4, marine commercial district:

- (1) Front yard: 25 feet.
- (2) Rear yard: 18 feet.
- (3) Side yard:
 - a. Minimum of ten feet except as provided in the land development regulations.
 - b. Tourist dwelling units:
 - 1. For lots between 60 and 80 feet in width, the minimum side yard setback shall be ten feet.
 - 2. For lot widths greater than 80 feet, the minimum side yard setback shall be as follows: A total of 33 percent of the lot width shall be reserved for side yard setbacks. In no event shall one side be less than the following:
 - i. Lots less than 120 feet: ten feet.
 - ii. Lots less than 240 feet: 15 feet.
 - iii. Lots 240 feet or greater: 20 feet.

(Code 1983, § 20-404)

Sec. 110-352. Maximum building height.

For all uses in the C-4, marine commercial district the maximum building height shall be 34 feet.

(Code 1983, § 20-404; Ord. No. 2021-23 , § 1, 11-10-21; Ord. No. 2022-11 , § 2, 5-11-22)

Sec. 110-353. Maximum lot coverage.

The maximum lot coverage in the C-4, marine commercial district is as follows:

- (1) Commercial general uses: Floor area ratio (FAR) 0.55; temporary lodging uses in the CG land use category FAR is 1.2, provided that the requirements of subsection 110-356(c) are met.

(2) Public service facilities:

- a. Institutional: Floor area ratio (FAR) 0.55.
- b. Transportation/utility: Floor area ratio (FAR) 0.55.

(Code 1983, § 20-404; Ord. No. 1138, § 8, 12-9-08; Ord. No. 2022-11, § 3, 5-11-22)

Sec. 110-354. Impervious surface ratio (ISR).

The impervious surface ratio (ISR) in the C-4, marine commercial district for all uses is 0.85.

(Ord. No. 2022-11, § 4, 5-11-22)

Editor's note(s)—Ord. No 2022-11, § 4, adopted May 11, 2022, renumbered the former § 110-354 as § 110-355 and enacted a new § 110-354 as set out herein. The historical notation has been retained with the amended provisions for reference purposes.

Sec. 110-355. Buffering requirements.

- (a) Parking lots/garages for tourist dwellings and nonresidential uses in the C-4, marine commercial district shall be designed to minimize their impacts to any adjacent residential uses as established in the land development regulations.
- (b) During the development process, existing curb cuts in the C-4, marine commercial district shall be reoriented, if necessary, to minimize the negative impact on adjacent properties.
- (c) All development within the C-4, marine commercial district in this category will meet or exceed the buffering/landscape requirements as outlined in chapter 106, article II.

(Code 1983, § 20-404; Ord. No. 2022-11, § 5, 5-11-22)

Editor's note(s)—Ord. No 2022-11, § 5, adopted May 11, 2022, renumbered the former § 110-354 as § 110-355 as set out herein. See also the editor's note at § 110-354.

Sec. 110-356. Special requirements.

- (a) In the C-4, marine commercial district residential dwelling units are permitted above ground floor commercial or office units within this district.
- (b) No structure in the C-4, marine commercial district may be wider than 150 feet parallel to the front yard right-of-way. If two structures are proposed on the same lot or parcel, the buildings shall be separated by a minimum of ten feet or equal to 50 percent of the height of the tallest building on the same parcel, whichever is more restrictive.
- (c) Mixed uses in a single development shall not exceed, in combination, the respective number of units per acre and floor area ratio permitted, when allocated in their respective proportion to the gross land area of the property.
- (d) Institutional, other than public educational facilities shall not exceed a maximum area of five acres. Transportation and/or utility uses shall not exceed a maximum area of three acres.

(Code 1983, § 20-404; Ord. No. 1138, § 8, 12-9-08; Ord. No. 1173, § 1, 9-28-10; Ord. No. 2022-11, § 6, 5-11-22)

Editor's note(s)—Ord. No 2022-11 , § 6, adopted May 11, 2022, renumbered the former § 110-355 as § 110-356 as set out herein. See also the editor's note at § 110-355.

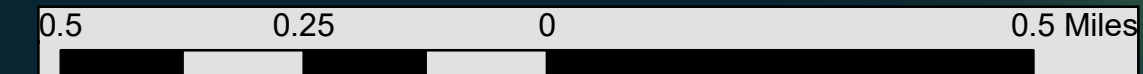
Secs. 110-357—110-375. Reserved.

City of Madeira Beach Zoning and Street Names Map

Madeira Beach Zoning

Zoning Categories

- C-1
- C-2
- C-3
- C-4
- P-SP
- PD
- R-1
- R-2
- R-3
- Madeira Beach Parcels
- Roads



Item 4I.



Memorandum

Meeting Details: May 24, 2023, BOC Regular Workshop Meeting
Prepared For: Hon. Mayor Rostek and Board of Commissioners
Staff Contact: Community Development Department
Subject: The City of Madeira Beach Master Plan and Land Development Regulations

Background:

A Master Plan is a cohesive document to help guide and regulate the present and the future development of a community. The City of Madeira Beach Master Plan developed a vision for Madeira Beach based on research, planning concepts, and input from stakeholders and the public in 2001 through 2002. The framework of the City of Madeira Beach Master Plan included concepts related to land use, zoning, design guidelines, transportation, and infrastructure. The city used consultant groups Jones Edmunds & Associates, Inc., HDR Planning, and Duany Plater-Zyberk & Company to create the Madeira Beach Master Plan.

The intent of The City of Madeira Beach Master Plan was to influence future updates to the Madeira Beach Comprehensive Plan and Land Development Regulations (LDRs) in the Madeira Beach Code of Ordinances. Implementation of the proposed concepts in the Madeira Beach Master Plan required separate ordinances to update the Madeira Beach Comprehensive Plan and LDRs.

Discussion:

Resolution 02.21 adopted the concept of the Madeira Beach Master Plan. The adoption of Resolution 02.21 did not amend the Madeira Beach Comprehensive Plan or the LDRs in the Madeira Beach Code of Ordinances. The Board of Commissioners adopted Resolution 02.21 with the conditions that the city would maintain the C-4 Zoning District, the speed limit on Gulf Boulevard and 150th Avenue would not be reduced to below 35 mph, and the city owned property (Gulf Beaches Library, Rex Place Recreation Complex, and Municipal Buildings) would continue to be publicly owned and that land could only be used for public uses.

The City amended parts of the Code and Comprehensive Plan which were influenced by the Master Plan (examples include PD Zoning, Temporary Lodging Use Bonus, and the Madeira Beach Town Center Special Area Plan). Ordinance 984 proposed to amend multiple elements in the Madeira Beach Comprehensive Plan to implement the 2002 Madeira Beach Master Plan.

The Florida Department of Community Affairs objected against Ordinance 984 due to concerns of increasing residential density in the Coastal High Hazard Area (CHHA) and the lack of data and analysis for the impact additional development would have on public facilities. Ordinance 984 was voted down at the second reading of the ordinance.

Attachments/Corresponding Documents:

- Resolution 02.21

RESOLUTION 02.21

A RESOLUTION OF THE CITY OF MADEIRA BEACH, FLORIDA, ADOPTING THE CITY OF MADEIRA BEACH MASTER PLAN, AS ATTACHED IN EXHIBIT "A" AND INCLUDING THE AMENDMENTS AS NOTED HEREIN; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is the desire of the City of Madeira Beach Board of Commissioners to have a Master Plan for the future development of the City; and

WHEREAS, in an effort to achieve this goal the Board of Commissioners contracted with a team of consultants to prepare a Master Plan; and

WHEREAS, on May 24, 2002 the consultant team delivered to the City a draft Master Plan which consisted of a series of concepts and recommendations for the future development of the community.

WHEREAS, at the Board of Commissioners workshops of June 4 and 17, 2002, the consultant team answered questions pertaining to the Draft Master Plan, and

WHEREAS, the Board of Commissioners provided input on the issues, concepts and recommendations of the Draft Master Plan and directed the consultant team to bring forth the Final Master Plan for formal action.

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

SECTION 1. That the City of Madeira Beach Board of Commissioners adopt the City of Madeira Beach Master Plan as identified in Exhibit "A".

SECTION 2. That the adopted Master Plan shall be the concept plan upon which the forthcoming Comprehensive Plan amendments and Land Development Regulations revisions will be based.

SECTION 3. That this Resolution shall become effective immediately upon its adoption.

INTRODUCED AND PASSED by the Board of Commissioners of the City of Madeira Beach, Pinellas County, Florida, on this 27th day of August, 2002.

AYES: (4) Commissioners Koske, Moore, Sturgis and Mayor De Cesare
NAYS: (1) Commissioner Parker
ABSENT: (0)
ABSTAIN: (0)

ATTEST:


Tom De Cesare
MAYOR-COMMISSIONER


Denise M. Schlegel
CITY CLERK



Resolution 02.21

Exhibit A



CITY OF MADEIRA BEACH

300 MUNICIPAL DRIVE * MADEIRA BEACH, FLORIDA 33708

MEMORANDUM

Attachment to: All Madeira Beach Master Plan, July 2002 Documents

From: Paula Cohen, Community Services Director

Subject: Madeira Beach Board of Commissioners Action

On August 27, 2002 the Madeira Beach Board of Commissioners reviewed and commented on the City of Madeira Beach Master Plan document. Contrary to the initiatives and concepts described in the attached Madeira Beach Master Plan - July 2002, the Madeira Beach Board of Commissioners took the following position:

- The City will maintain the C-4 Zoning District
- The posted speed limit on Gulf Boulevard will not be decreased below 35 mph
- The posted speed limit on 150th Avenue will not be decreased below 35 mph
- The City will retain the City-owned property encompassing the Gulf Beaches Library, Rex Place Recreation Complex, and Municipal Building for public purposes only

Following this discussion, the Madeira Beach Board of Commissioners voted (4-1) to adopt in concept the Madeira Beach Master Plan. Accordingly, the Master Plan was adopted in concept pursuant to Resolution 02.21.

The adoption of this Master Plan sets a direction for the City of Madeira Beach. The actual implementation of the concepts and initiatives described in this Master Plan require adoption of Comprehensive Plan amendments and amendments to the Madeira Beach Code of Ordinances. Questions regarding the Master Plan should be directed to:

City of Madeira Beach
Community Development Department
300 Municipal Drive
Madeira Beach, FL 33708

(727) 391-9951

After some discussion, Mayor De Cesare opened the meeting for public hearing. Hearing no response, Mayor De Cesare closed the public hearing.

Roll Call on the motion carried 5-0: Commissioner Moore-Aye; Vice-Mayor Sturgis-Aye; Commissioner Koske-Aye; Commissioner Parker-Aye; Mayor De Cesare-Aye.

02.68 Resolution 02.21 - Adopts the City of Madeira Beach Master Plan in concept

City Attorney Trask read **RESOLUTION 02.21** by title only. **A RESOLUTION OF THE CITY OF MADEIRA BEACH, FLORIDA, ADOPTING THE CITY OF MADEIRA BEACH MASTER PLAN, AS ATTACHED IN EXHIBIT "A" AND INCLUDING THE AMENDMENTS AS NOTED HEREIN; AND PROVIDING FOR AN EFFECTIVE DATE.**

City Manager Madden explained that the Board of Commissioners:

- Reviewed the draft Master Plan at two workshops in June;
- Concurred with the general concepts and recommendations presented in the draft Master Plan;
- Directed the consultant team to finalize the Master Plan document and bring it forth to adopt in concept.

It was noted the final document includes:

- The elimination of the C-4 zoning district;
- Different design speed limits on Gulf Boulevard; and
- Different design speed limits on 150th Avenue.

The Board of Commissioners had mixed emotions on whether to retain or eliminate the C-4 zoning district; therefore it was left in the master plan and be addressed at a public hearing which will allow the Board of Commissioners to hear from the public.

The reduction in speed along the two major roadways was seen by the consultant team as a major factor necessary to create a pedestrian-friendly environment. The final Master Plan discussed different design speeds for specific segments of roadway, but there is no mention of posting different speeds along the roadway which would create confusion for motorists.

Motion was made by Commissioner Koske, seconded by Commissioner Moore that Resolution 02.21 be passed, signed by the Mayor-Commissioner and attested to by the City Clerk.

Commissioner Koske expressed some concern and requested:

- That "the elimination of the C-4 Zoning District" be removed from the Master Plan;
- That the Master Plan reflect the 35 mile per hour speed limit the Board of Commissioners asked the design team to correct for Gulf Boulevard and 150th Avenue and that the traffic calming issues be removed from the plan.

Vice-Mayor Sturgis agreed with Commissioner Koske on striking the "elimination of the C-4 Zoning District." and changing the variations in speed to be 35 miles per hour.

City Manager Madden also commented the Master Plan recommended that the City sell some of its property around City Hall for development; however, this cannot happen, because the deed to the property states the City cannot sell, transfer or lease this property.

Commissioner Parker:

- Commented he followed this with great interest and apprehension, because the City paid \$200,000 to create this Master Plan ; but is disappointed in the results;
- Advised he would not vote in favor of the concept to eliminate the C-4 Zoning District;
- Stated he did not like the concept of row houses;

Commissioner Moore:

- Advised she felt that if the Board of Commissioners went back to the beginning when this started - - there were a lot of people, and she felt the biggest thing that came out of it was that it caused people to think.
- Advised that early on Dr. Moore made a statement that the City is going to change and it can change with you or it can change without you - - and that the Master Plan is a broad umbrella, it is not nuts and bolts - - it is a concept.
- Felt that if the City does not have the ability to control what goes on around us - - the way we as a City want to see it happen; there will be chaos.

Vice-Mayor Sturgis wanted to amend the motion by adopting in concept but omitting the portion where it states to eliminate the C-4 Zoning District and to revise the various speed limits on Gulf Boulevard and 150th Avenue to 35 miles per hour.

Commissioner Parker wanted to amend the Resolution to say the City will:

- Never sell the property; and although he understands the City can't do it, therefore the concept should be removed from the Master Plan;
- Not make Gulf Boulevard into two lanes.

Vice-Mayor Sturgis inquired if the Board of Commissioners needed to amend the motion to include the three items. City Manager Madden advised that staff has received direction in terms of implementation, but if the Commission wishes to strike this out of the Master Plan and don't go forward with the C-4 Zoning District and go forward with the 35 mph speed limit, it is doable.

After some discussion, Mayor De Cesare opened the meeting for public hearing.

Tom Edwards of 132nd Avenue and Gulf Lane pointed out that on:

- Page 47 the map was incorrect. The Board of Commissioners and the consultants agreed;
- Page 74 the height requirements were to be modified to reflect a limit on the height of buildings which border the Coastal Construction Control Line; however, the exceptions are sites designated as Community Redevelopment.

Community Development Director Cohen explained that the Comprehensive Plan amendments have not been processed as of this date to the Pinellas Planning Council or the Department of Community Affairs, because the City needed to make sure staff knew exactly what the Board of Commissioners was looking at in the Master Plan.

City Manager Madden explained that a person could not get an exception to exceed the height restrictions without appearing before the Board of Adjustment to get a variance.

Mr. Edwards elaborated that at the June workshop, Dr. Moore, stated the concept was that it should not be above six stories (parking and five stories).

Bob Derry of 407 South Bayshore Drive stated he agreed with Commissioner Moore that the City needs to have a plan, but he felt that conceptually this may be the worse plan he has ever seen, because there is not any part of it that he can see will work. Mr. Derry advised that as a former corporate planner, none of this will work and the consultants advised the City that increasing density won't impact our sewers or roads. Mr. Derry commented that if you want to build these nodes and limit traffic around 140th Avenue and 150th Avenue, he suggested the City do this with the price of a few strips of traffic tape and do it January through April; and when the traffic backs up from 150th Avenue to John's Pass he wants the Commissioners to tell him how much they like it then, before the Commissioners ever vote on this.

Gerald Davis of 13255 Gulf Lane commented it was a good plan and agreed that Gulf Boulevard should be a lower speed.

Hearing no additional response, Mayor De Cesare closed the public hearing.

Roll Call on the motion carried 4-1: Vice-Mayor Sturgis-Aye; Commissioner Parker-No; Commissioner Moore-Aye; Commissioner Koske-Aye; Mayor De Cesare-Aye.

02.69 Contract for Law Enforcement Services for Fiscal Year 2002-2003 Between the City of Madeira Beach and the Pinellas County Sheriff's Office

City Manager Madden advised the Law Enforcement Contract between the City of Madeira Beach and the Pinellas County Sheriff's Office is for FY 2002-03 and includes one Community Police Officer.

The amount for regular law enforcement service is \$646,021.51 which is a 4.521% increase over the previous year's amount of \$618,078.35. The cost for the Community Police Officer is \$51,894.42, which is an increase over the previous year's amount of \$51,479.73.

City Manager Madden also explained there was one scrivener's error on page 4. It appears the first sentence should read: "This agreement shall be interpreted and administrated in such a manner that it will not" and strike the word "be".

Motion was made by Commissioner Koske, seconded by Commissioner Parker that Board of Commissioners approve the Contract for Law Enforcement Services between the City of Madeira Beach and the Pinellas County Sheriff's Office effective October 1, 2002. The Law Enforcement Contract shall be signed by the Mayor-Commissioner and attested to by the City Clerk.

After some discussion, Mayor De Cesare opened the meeting for public hearing. Hearing no response, Mayor De Cesare closed the public hearing.

Roll Call on the motion carried 5-0: Commissioner Moore-Aye; Vice-Mayor Sturgis-Aye; Commissioner Parker-Aye; Commissioner Sturgis-Aye; Mayor De Cesare-Aye.

02.70 Utility Easement Agreement between the City of Madeira Beach and Pinellas County Utilities regarding Pump Station 163

City Manager Madden explained this agreement is for the reconstruction of the sewer pump station located in front of the Public Works facility at 505 - 150th Avenue. Pinellas County