

**THE CITY OF MADEIRA BEACH, FLORIDA  
PUBLIC NOTICE**

**BOARD OF COMMISSIONERS  
REGULAR MEETING**

The Board of Commissioners of the City of Madeira Beach, Florida will meet 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.

**6:00 P.M.**

**TUESDAY, FEBRUARY 9, 2016**

**COMMISSION CHAMBERS**

**A. CALL TO ORDER**

**B. INVOCATION AND PLEDGE OF ALLEGIANCE – COMMISSIONER TERRY LISTER**

**C. ROLL CALL**

**D. APPROVAL OF THE MINUTES**

- |   |                                   |
|---|-----------------------------------|
| 1. <a href="#">BOC SPECIAL MEETING</a>        | <a href="#">DECEMBER 22, 2015</a> |
| 2. <a href="#">BOC AGENDA SETTING MEETING</a> | <a href="#">JANUARY 12, 2016</a>  |
| 3. <a href="#">BOC REGULAR MEETING</a>        | <a href="#">JANUARY 12, 2016</a>  |
| 4. <a href="#">BOC SPECIAL MEETING</a>        | <a href="#">JANUARY 29, 2016</a>  |

**E. APPROVAL OF THE AGENDA**

PRESENTATIONS/PROCLAMATIONS

- FIREFIGHTER OF THE YEAR AWARD  
*Mayor Travis Palladeno and Derryl O'Neal, Fire Chief*

DAIS LOG REVIEW – NONE

**F. PUBLIC COMMENT – LIMITED TO THREE (3) MINUTES**

**G. CONSENT AGENDA**

- AUTHORIZATION OF EXPENDITURES IN THE AMOUNT OF \$46,691 FOR MEDIAN LANDSCAPING CHANGE ORDER
- AUTHORIZATION OF EXPENDITURES IN THE AMOUNT OF \$50,000 FOR REX PLACE ROADWAY AND STORMWATER IMPROVEMENTS
- AUTHORIZATION OF EXPENDITURES IN THE AMOUNT OF \$42,500 FOR AMERICAN LEGION DRIVE ROADWAY AND STORMWATER IMPROVEMENTS

**H. CONTRACTS & AGREEMENTS**

- AUTHORIZATION TO APPROVE THE BRYANT, MILLER, OLIVE REPRESENTATION DISCLOSURE
- APPROVAL OF PROPOSED FLORIDA DEPARTMENT OF EMERGENCY MANAGEMENT (DEM) FEDERALLY FUNDED SUBGRANT AGREEMENT – FMA 2014-006 – WITH THE CITY OF MADEIRA BEACH

**I. UNFINISHED BUSINESS – NONE**

**J. NEW BUSINESS**

- [RESOLUTION 2016-03](#)  
A RESOLUTION OF THE CITY OF MADEIRA BEACH, FLORIDA AMENDING THE CITY OF MADEIRA BEACH FEES AND COLLECTION PROCEDURE MANUAL TO REFLECT THE FEE REVISIONS TO ARTICLE II (COMMUNITY SERVICES), ARTICLE III (FINANCE), ARTICLE V (RECREATION), ARTICLE VI (PUBLIC WORKS), AND ARTICLE VII (MARINA); AND PROVIDING FOR AN EFFECTIVE DATE.
- [RESOLUTION 2016-04](#)  
A RESOLUTION OF THE CITY OF MADEIRA BEACH, FLORIDA BY ADOPTING AN INVENTORY OF CITY OWNED FEE SIMPLE PROPERTY AND DETERMINING NO SUCH PUBLIC PROPERTY IS APPROPRIATE OF USE AS AFFORDABLE HOUSING; BY PROVIDING FOR DISTRIBUTION; AND BY PROVIDING FOR AN EFFECTIVE DATE.
- [RESOLUTION 2016-05](#)  
A RESOLUTION OF THE CITY OF MADEIRA BEACH, FLORIDA APPROVING THE ENTRANCE INTO AN INTERLOCAL AGREEMENT WITH OTHER GOVERNMENTAL PARTICIPANTS FOR THE PURPOSE OF EXERCISING INVESTMENT POWER JOINTLY TO INVEST FUNDS IN CONCERT WITH OTHER PARTICIPANTS; PROVIDING FOR AN EFFECTIVE DATE.

4. **RESOLUTION 2016-06**

A RESOLUTION OF THE CITY OF MADEIRA BEACH, FLORIDA AMENDING THE FISCAL YEAR 2016 BUDGET BY TRANSFERRING GENERAL FUND APPROPRIATIONS FROM THE COMMUNITY DEVELOPMENT DEPARTMENT TO THE PUBLIC WORKS DEPARTMENT; INCREASING GENERAL FUND EXPENDITURES IN THE AMOUNT OF \$4,400; AND PROVIDING FOR AN EFFECTIVE DATE.

5. **RESOLUTION 2016-07**

A RESOLUTION OF THE CITY OF MADEIRA BEACH, FLORIDA AMENDING THE FISCAL YEAR 2016 BUDGET BY INCREASING BUILDING FUND EXPENDITURES IN THE AMOUNT OF \$28,800; AND PROVIDING FOR AN EFFECTIVE DATE.

a. **AUTHORIZATION OF PAY PLAN**

AUTHORIZATION TO APPROVE PAY PLAN AMENDMENTS PURSUANT TO RESOLUTION 2016-07.

6. **RESOLUTION 2016-08**

A RESOLUTION OF THE CITY OF MADEIRA BEACH, FLORIDA AMENDING THE FISCAL YEAR 2016 BUDGET BY INCREASING LOCAL OPTION SALES TAX FUND EXPENDITURES IN THE AMOUNT OF \$40,000; AND PROVIDING FOR AN EFFECTIVE DATE.

a. **AUTHORIZATION OF EXPENDITURES**

AUTHORIZATION OF EXPENDITURES TO ROSENBAUER AMERICA, IN AN AMOUNT NOT TO EXCEED \$690,000, FOR FIRE APPARATUS PER CITY OF SEMINOLE BID.

7. **RESOLUTION 2016-09**

A RESOLUTION OF THE CITY OF MADEIRA BEACH, FLORIDA AMENDING THE FISCAL YEAR 2016 BUDGET BY INCREASING LOCAL OPTION SALES TAX FUND REVENUES AND EXPENDITURES IN ACCORDANCE WITH FLORIDA INFRASTRUCTURE SALES SURTAX REVENUE NOTE; INCREASING CORRESPONDING DEBT SERVICE FUND EXPENDITURES; AND PROVIDING FOR AN EFFECTIVE DATE.

8. **RESOLUTION 2016-10**

A RESOLUTION OF THE CITY OF MADEIRA BEACH, FLORIDA AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$725,000 IN AGGREGATE PRINCIPAL AMOUNT OF CITY OF MADEIRA BEACH, FLORIDA INFRASTRUCTURE SALES SURTAX REVENUE NOTE, SERIES 2016 FOR THE PURPOSE OF FINANCING AND/OR REIMBURSING THE DESIGNING, PERMITTING, ACQUISITION, CONSTRUCTION, RECONSTRUCTION AND EQUIPPING OF VARIOUS CAPITAL PROJECTS DESCRIBED HEREIN; PLEDGING LOCAL GOVERNMENT INFRASTRUCTURE SALES SURTAX REVENUES TO SECURE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON SUCH NOTE; MAKING CERTAIN COVENANTS AND AGREEMENTS FOR THE BENEFIT OF THE HOLDERS OF SUCH NOTE; EXPRESSING AN INTENT TO BE REIMBURSED WITH PROCEEDS OF SUCH NOTE; DESIGNATING SUCH NOTE AS "BANK QUALIFIED"; AUTHORIZING CERTAIN OFFICIALS AND EMPLOYEES OF THE CITY TO TAKE ALL ACTIONS REQUIRED IN CONNECTION WITH THE SALE, ISSUANCE AND DELIVERY OF SUCH NOTE; PROVIDING CERTAIN OTHER MATTERS IN CONNECTION THEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

9. **RESOLUTION 2016-11**

A RESOLUTION OF THE CITY OF MADEIRA BEACH, FLORIDA SUPPLEMENTING A RESOLUTION ADOPTED ON EVEN DATE HEREOF TO FIX CERTAIN DETAILS IN CONNECTION WITH THE ISSUANCE OF ITS NOT TO EXCEED \$725,000 INFRASTRUCTURE SALES SURTAX REVENUE NOTE, SERIES 2016; PROVIDING FOR OTHER COVENANTS WITH RESPECT TO THE NOTEHOLDER; PROVIDING CERTAIN OTHER MATTERS IN CONNECTION THEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

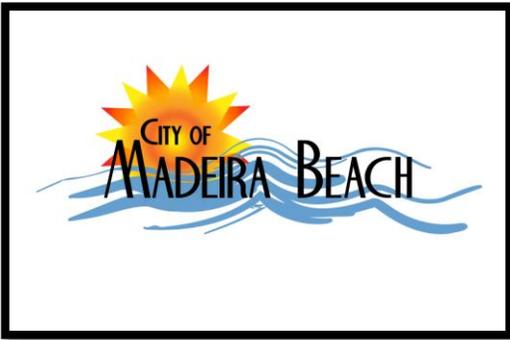
**K. REPORTS/CORRESPONDENCE**

- **CITY COMMISSION**
- **CITY ATTORNEY**
- **CITY MANAGER**
- **CITY CLERK**

**L. ADJOURNMENT**

Any person who decides to appeal any decision of the City Commission 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.

**Posted February 5, 2016**



THE CITY OF MADEIRA BEACH, FLORIDA  
PUBLIC NOTICE

BOARD OF COMMISSIONERS  
SPECIAL MEETING

The Board of Commissioners of the City of Madeira Beach, Florida will meet 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.

6:00 P.M. TUESDAY, DECEMBER 22, 2015 COMMISSION CHAMBERS

- A. CALL TO ORDER – The meeting was called to order at 6:00 p.m.
- B. INVOCATION AND PLEDGE OF ALLEGIANCE – COMMISSIONER TERRY LISTER
- C. ROLL CALL

MEMBERS PRESENT: Travis Palladeno, Mayor  
Terry Lister, Commissioner District 1  
Nancy Hodges, Commissioner District 2  
Patricia Shontz, Commissioner District 4

MEMBERS ABSENT: Elaine Poe, Vice-Mayor

STAFF PRESENT: Shane B. Crawford, City Manager  
Vincent M. Tenaglia, Assistant City Manager/Finance Director  
Thomas Trask, City Attorney  
Aimee Servedio, City Clerk

STAFF ABSENT: Dave Marsicano, Public Works/Marina Director

D. APPROVAL OF THE MINUTES

- 1. BOC REGULAR MEETING OCTOBER 13, 2015
- 2. BOC SPECIAL MEETING NOVEMBER 3, 2015
- 3. BOC AGENDA SETTING MEETING NOVEMBER 10, 2015
- 4. BOC REGULAR MEETING NOVEMBER 10, 2015
- 5. BOC WORKSHOP MEETING NOVEMBER 17, 2015
- 6. BOC SPECIAL MEETING NOVEMBER 17, 2015

A motion to approve the minutes as presented was made by Commissioner Shontz and seconded by Commissioner Hodges.

ROLL CALL:

Commissioner Lister.....YES Vice-Mayor Poe.....ABSENT  
Commissioner Hodges.....YES Mayor Palladeno.....YES  
Commissioner Shontz.....YES

E. APPROVAL OF THE AGENDA

A motion to approve the agenda as amended was made by Commissioner Lister and seconded by Commissioner Hodges.

ROLL CALL:

Commissioner Lister.....YES Vice-Mayor Poe.....ABSENT  
Commissioner Hodges.....YES Mayor Palladeno.....YES  
Commissioner Shontz.....YES

- 1. VOTE TO EXCUSE COMMISSIONER PAT SHONTZ’S ABSENCE ON THE DECEMBER 9, 2015 BOC SPECIAL WORKSHOP

**A motion to excuse the absence of Pat Shontz on the December 12<sup>th</sup> Special Workshop and Elaine Poe on the December 22<sup>nd</sup> Special Workshop was made by Commissioner Hodges and seconded by Commissioner Lister.**

**ROLL CALL:**

Commissioner Lister.....	YES	Vice-Mayor Poe.....	ABSENT
Commissioner Hodges.....	YES	Mayor Palladeno.....	YES
Commissioner Shontz.....	YES		

**2. EMPLOYEE RECOGNITION FROM MAYOR AND CITY MANAGER**

The Mayor called Sea Marshall-Barley forward from the back A/V room.

Mayor Palladeno: The Mayor recognized that Sea Marshall-Barley, who works in the Office of the City Clerk as the Administrative Support Specialist and also assists himself with the duties of Mayors’ Council and BIG-C has recently graduated from the University of South Florida with her Master’s in Public Administration. He and other City staff wanted to recognize her hard work and educational accomplishment.

CC: The City Clerk is Ms. Marshall-Barley’s supervisor and she thanked her for all of her hard work and assistance in the Clerk’s Office and that she was a very dedicated employee at the City.

CM: The City Manager also recognized her work and accomplishment and explained that she completed this program while working full-time at the City and commuting to Tampa. Ms. Marshall-Barley thanked everyone for their kind words and for all of the great mentors she has had at the City.

DAIS LOG REVIEW - NONE

**F. PUBLIC COMMENT – LIMITED TO THREE (3) MINUTES**

There was no public comment.

**G. CONSENT AGENDA**

1. AUTHORIZATION OF EXPENDITURES IN AN AMOUNT NOT TO EXCEED \$1,600,000 TO PORT CONSOLIDATED, INC. FOR MARINA FUEL SERVICE, PER TAMPA BAY AREA COOPERATIVE FUEL BID
2. AUTHORIZATION OF EMPLOYEE ANNUAL LEAVE PAYOUTS IN AN AMOUNT NOT TO EXCEED \$19,071.60
3. AUTHORIZATION OF EXPENDITURES IN THE AMOUNT OF \$91,509 TO TYLER TECHNOLOGIES, INC. FOR FINANCIAL AND INFORMATIONAL REPORTING SOFTWARE

**A motion to approve the Consent Agenda was made by Commissioner Shontz and seconded by Commissioner Hodges.**

CM: Staff recommends approval, if there are any questions from the Commission, the ACM can answer. The large number in item G3 are funds that the City annually expended.

**ROLL CALL:**

Commissioner Lister.....	YES	Vice-Mayor Poe.....	ABSENT
Commissioner Hodges.....	YES	Mayor Palladeno.....	YES
Commissioner Shontz.....	YES		

**H. UNFINISHED BUSINESS – NONE**

**I. CONTRACTS/AGREEMENTS**

1. AUTHORIZATION TO EXECUTE UNION CONTRACT WITH PINELLAS COUNTY PROFESSIONAL FIREFIGHTER IAFF LOCAL 4966

**A motion to approve the Union Contract with Pinellas County Professional Firefighter IAFF Local 4966 was made by Commissioner Lister and seconded by Commissioner Shontz.**

**ROLL CALL:**

Commissioner Lister.....YES	Vice-Mayor Poe.....ABSENT
Commissioner Hodges.....YES	Mayor Palladeno.....YES
Commissioner Shontz.....YES	

2. AWARD OF RFQ AND APPROVAL OF GYM TRAINING AGREEMENT WITH STRONG EIGHT

**A motion to award the RFQ for Gym Training to S8 was made by Commissioner Shontz and seconded by Commissioner Hodges.**

CM: Staff recommends approval. The City Attorney will present the details of the agreement at the next Regular BOC Meeting in January.

**ROLL CALL:**

Commissioner Lister.....YES	Vice-Mayor Poe.....ABSENT
Commissioner Hodges.....YES	Mayor Palladeno.....YES
Commissioner Shontz.....YES	

3. AUTHORIZATION TO EXECUTE SWFWMD AGREEMENT 16CF0000151 FOR AMERICAN LEGION DRIVE STORMWATER BMPs

CM: This is a housekeeping issue for the fifty percent funding for the SWFWMD roadway projects that were approved at a previous meeting. He asked if the ACM had anything else to add.

ACM: This item and the next, are not reflected in the current FY2016 Budget revenues. It is a direct and positive impact on fund balances meaning that we are in better standing than we had anticipated.

**A motion to execute SWFWMD Agreement for American Legion Drive was made by Commissioner Lister and seconded by Commissioner Shontz.**

**ROLL CALL:**

Commissioner Lister.....YES	Vice-Mayor Poe.....ABSENT
Commissioner Hodges.....YES	Mayor Palladeno.....YES
Commissioner Shontz.....YES	

4. AUTHORIZATION TO EXECUTE SWFWMD AGREEMENT 16CF0000152 FOR REX PLACE STORMWATER BMPs

**A motion to execute SWFWMD Agreement for Rex Place was made by Commissioner Shontz and seconded by Commissioner Hodges.**

**ROLL CALL:**

Commissioner Lister.....YES	Vice-Mayor Poe.....ABSENT
Commissioner Hodges.....YES	Mayor Palladeno.....YES
Commissioner Shontz.....YES	

**J. NEW BUSINESS**

1. **ORDINANCE 2015-18**

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, REZONING CERTAIN REAL PROPERTY GENERALLY DESCRIBED AS 555 150<sup>th</sup> AVENUE AND 565 150<sup>th</sup> AVENUE FROM, MARINE COMMERCIAL (C-4) TO PLANNED DEVELOPMENT (PD) DISTRICT; PROVIDING FOR READING BY TITLE ONLY; AND PROVIDING FOR AN EFFECTIVE DATE THEREOF.

CA: Advised that the Commission needed to formally vote to postpone consideration of this item. This was not covered in the approval of the agenda vote at the beginning of the meeting. The CM explained that the Planning Commission Meeting would be held on January 11, 2016 and the BOC Meeting on January 12, 2016.

**A motion to postpone the consideration of Ordinance 2015-18 was made by Commissioner Lister and seconded by Commissioner Hodges.**

**ROLL CALL:**

Commissioner Lister.....	YES	Vice-Mayor Poe.....	ABSENT
Commissioner Hodges.....	YES	Mayor Palladeno.....	YES
Commissioner Shontz.....	YES		

**2. APPROVAL OF STAFFING CHANGES TO RECREATION DEPARTMENT**

ELIMINATION OF REC LEADER I POSITION AND ADDITION OF REC LEADER III POSITION; ADDITION OF PART-TIME RECREATION BUILDING MAINTENANCE POSITION; REMOVING TEMPORARY CONTRACTED SERVICES.

**CM:** This item is listed in three parts: a discussion on that changes being made and the formal approvals and authorizations associated with the request. Motions and votes will need to be taken for Items 2.A. and 2.B as well.

He is supportive of these changes and will recommend approval but he would like the Events & Recreation Director, Doug Andrews, to better explain the item. The events and the Rec Center is ever evolving as the City’s need change.

**ERD:** The Rec Center is just moving some things around and this may not be the last change that is made. Right now, everything on this agenda is related to childcare, which is also generates a lot of revenue for the City. The Department is working to ensure that the proper training and licensing is maintained. The program and attendance has been growing. Staff will keep as close as they can to the budget.

After some meetings last night, little league is also working to make an agreement to become the Madeira Beach Babe Ruth Association to become a program of the City.

**CM:** When he says a growth in numbers, he is referring to a huge percentage increase to the childcare and summer programs. The City has one of the most beautiful sites in the area and many parents want their kids to come here.

**Mayor Palladeno:** Commended the staff on their hard work throughout the City Centre. A Tourist Development Council meeting was recently held here and he is proud to brag about the City. He doesn’t see these types of amendments – ones that show that revenue is higher than expected – as something negative or not following the budget. Commissioner Lister also agreed that all these changes are good for the City.

**A motion to approve staffing changes to the Recreation Department was made by Commissioner Lister and seconded by Commissioner Hodges.**

**ROLL CALL:**

Commissioner Lister.....	YES	Vice-Mayor Poe.....	ABSENT
Commissioner Hodges.....	YES	Mayor Palladeno.....	YES
Commissioner Shontz.....	YES		

**A. RESOLUTION 2015-42**

AMENDING THE FISCAL YEAR 2016 BUDGET BY INCREASING GENERAL FUN EXPENDITURES IN THE AMOUNT OF \$30,400 FOR RECREATION CENTER STAFFING; AND PROVIDING FOR AN EFFECTIVE DATE.

**CA read Resolution 2015-42 by title only.**

**A motion to approve Resolution 2015-42 was made by Commissioner Lister and seconded by Commissioner Hodges.**

**CM:** This is approving the expenditure for what was just discussed. Staff recommends approval.

**ROLL CALL:**

Commissioner Lister.....	YES	Vice-Mayor Poe.....	ABSENT
Commissioner Hodges.....	YES	Mayor Palladeno.....	YES
Commissioner Shontz.....	YES		

B. AUTHORIZATION OF PAY PLAN AMENDMENTS PURSUANT TO RESOLUTION 2015-42.

CM: This is not required by the City Charter, but this is a procedure that the CM and ACM have created to show the Board the exact changes in regards to the budget.

Mayor Palladeno: Thanked staff for this procedure since it clearly explains any changes and improves the transparency of City business.

**A motion to approve the play plan pursuant Resolution 2015-42 was made by Commissioner Lister and seconded by Commissioner Hodges.**

**ROLL CALL:**

Commissioner Lister.....YES	Vice-Mayor Poe.....ABSENT
Commissioner Hodges.....YES	Mayor Palladeno.....YES
Commissioner Shontz.....YES	

3. **APPROVAL OF STAFFING CHANGES TO PLANNING & ZONING DEPARTMENT**

DISCUSSION BY CITY MANAGER EXPLAINING THE INTERIM STRUCTURE OF THE CITY’S PLANNING AND ZONING SERVICES

CM: As you all know, I have made a major change in the Planning & Zoning Department – Lynn Rosetti is no longer with the organization. With the amount of workload that the City is currently experiencing, he made the decision that it was time for a change. There are two major developments in the works and he is asking for the authorization to make an interim period during which the City will work with contracted services until the workload is more thoroughly understood.

Marci Forbes, an engineer with the firm Deuel & Associates, will be in City Hall three days a week to help with some of the planning workload – she has helped for some time in the previous weeks. He will also have the front Permit Technicians, Patty Kordis and Gwen Sinkfield trained in “Planning 101” to help better serve and organize requests from the front desk before it gets back to Ms. Forbes. This is how he plans to handle this department for the next sixty days.

Deuel & Associates proposal did not include any type of administrative support to the department. Because the Executive Assistant to the City Manager, Cheryl Rodde, has experience with this type of work in the past and has agreed to assist. He is also requesting that during this interim period, she be given a \$4.00 raise.

Ms. Rosetti did a valiant job for what she was hired to do. He believes that the situation now has changed and is no longer suited by only one person in this department.

Jim Everett: He wanted to indicate that he has met and had the opportunity to sit with her on a few occasions. She is very knowledgeable and is great to have here as support for this department. They Mayor agreed with Mr. Everett’s comments.

**A motion to approve the staffing changes to the Planning & Zoning Department was made by Commissioner Shontz and seconded by Commissioner Hodges.**

**ROLL CALL:**

Commissioner Lister.....YES	Vice-Mayor Poe.....ABSENT
Commissioner Hodges.....YES	Mayor Palladeno.....YES
Commissioner Shontz.....YES	

A. APPROVAL OF DEUEL AND ASSOCIATES SITE PLAN REVIEW AND MISCELLANEOUS PLANNING SERVICES PROPOSAL

**A motion to approve the Deuel & Associates Planning Services Proposal was made by Commissioner Shontz and seconded by Commissioner Hodges.**

**ROLL CALL:**

Commissioner Lister.....YES	Vice-Mayor Poe.....ABSENT
Commissioner Hodges.....YES	Mayor Palladeno.....YES
Commissioner Shontz.....YES	

B. APPROVAL OF PERSONNEL INTERIM PAY

CM: He asked that the pay increase begin in the next pay period since Ms. Rodde has been performing these duties for the last few weeks.

**A motion to approve personnel interim pay increase to the Executive Assistant to the City Manager for covering administrative support to Planning was made by Commissioner Lister and seconded by Commissioner Hodges.**

**ROLL CALL:**

Commissioner Lister.....	YES	Vice-Mayor Poe.....	ABSENT
Commissioner Hodges.....	YES	Mayor Palladeno.....	YES
Commissioner Shontz.....	YES		

C. **RESOLUTION 2015-43**

AMENDING THE FISCAL YEAR 2016 BUDGET BY INCREASING GENERAL FUND AND BUILDING FUND EXPENDITURES IN THE TOTAL AMOUNT OF \$77,200 FOR PLANNING AND ZONING SERVICES.

**CA read Resolution 2015-43 by title only.**

**A motion to approve Resolution 2015-43 was made by Commissioner Hodges and seconded by Commissioner Shontz.**

CM: Staff recommendation is for approval.

**ROLL CALL:**

Commissioner Lister.....	YES	Vice-Mayor Poe.....	ABSENT
Commissioner Hodges.....	YES	Mayor Palladeno.....	YES
Commissioner Shontz.....	YES		

4. **RESOLUTION 2015-44**

AMENDING THE FISCAL YEAR 2016 BUDGET BY INCREASING GENERAL FUND EXPENDITURES IN THE AMOUNT OF \$40,400 FOR PUBLIC WORKS POSITION; AND PROVIDING FOR AN EFFECTIVE DATE.

**CA read Resolution 2015-44 by title only.**

ACM: The information on this is included in the agenda packets. This is a personnel classification that was made effective on October 1, 2016. The change for this position has significantly increased to \$40,400.

**A motion to approve Resolution 2015-44 was made by Commissioner Shontz and seconded by Commissioner Lister.**

**ROLL CALL:**

Commissioner Lister.....	YES	Vice-Mayor Poe.....	ABSENT
Commissioner Hodges.....	YES	Mayor Palladeno.....	YES
Commissioner Shontz.....	YES		

5. **DISCUSSION FROM ASSISTANT CITY MANAGER/FINANCE DIRECTOR**

DISCUSSION AND CONSENSUS REPORT TO EVALUATE FINANCING ALTERNATIVES FOR FIRE ENGINE ACQUISITION, INCLUDING RELEASE OF FINANCING REQUEST FOR PROPOSALS

ACM: This is continuing previous discussions we've had in terms on long-term financial planning. This is also related to the new policies approved in September and this is topic is in regards to the purchase of a new fire engine.

There is a \$650,000 budget item, the estimates for that item are now closer to \$700,000. The option to pay in cash is available but he is suggesting a better route to go. He recommends another debt issue, there are advantages and disadvantages to this decisions, as with any. This would give the City more flexibility and if the Board desires to keep this flexibility, we need to consider our actions in the long term.

This is about as clear as a public purpose purchase as exists. The nature of the financing leads to a tax exempt borrowing situation and a potential revenue source through Penny for Pinellas for the purchase of emergency vehicles. He recommends taking advantage of the last three years of Penny for Pinellas for this purchase.

There are two other projects associated with this fund: the Madeira Way improvements project and the City Centre docks/pier project. Of the three, the fire engine represents the item that most closely lines up with the tax exempt borrowing situation. The Board also needs to consider how this affects the City’s debt obligation. This would be the fourth debt issue in the last three years – previously, the City had never taken out debt. If we were to consider moving on with this, we would be pledging Penny for Pinellas revenues.

The recommendation was to issue a request for proposals, and not do the default cash payment on this item. There opportunity for a low rate and to use the pledge revenues – and most importantly to set us up for new big projects by not using the cash. He asked that the City release a RFP for loan and lease options after which he would report the outcomes of that RFP. All options would remain on the table and the RFP gives the City more alternatives.

Commissioner Lister: Asked why exactly the projected cost increased from \$650,000 to \$700,000. The Fire Chief explained that the apparatus they are looking at would be a ladder truck.

CM: Because of the size of the buildings in the Redingtons, which the City is contracted to serve jointly with the City of Seminole, this provides an opportunity for more future flexibility with that contract.

**The consensus was that the City would only pledge Penny for Pinellas (only the local options sales tax) and if banks wanted more, the City would not proceed with that option.**

6. **CITY MANAGER ANNUAL PERFORMANCE EVALUATION**

PRESENT AND ACCEPT THE CITY MANAGER’S ANNUAL PERFORMANCE EVALUATIONS THAT WERE COMPLETED BY THE BOARD OF COMMISSIONERS

The Commissioners all agree that the City Manager does fantastic work for the City and the staff he has hired and managed has put the City in a better place than it has ever been and all recommend an increase to his salary.

Several audience members also presented their approval and described Mr. Crawford’s dedication to the City. Robert Shaw, Dr. Heidi Goldberg, Larry Butterfield, Jim Everett, and Housche Gorvaje all made public comment in support of the City Manager.

CM: He is humbled and appreciative of all the comments from the Board and thanks them for their support and their ability to make the tough decisions that move the City forward. The cohesiveness here is night and day from what it was before. His staff is what makes the City tick. He is here for the long haul and enjoy all the work that he does here. There are some major developments that need to be done right here in the City. A lot of new ideas and events are constantly being brought forward. He graciously accepts any increase if they Board desires it.

CA: Recommends that the motion would authorize a fifth amendment to the City Manager’s contract be drafted and executed so it does not have to come back in front of the Board.

**A motion to authorize the City Attorney to draft and execute a Fifth Amendment to the City Manager’s Employee Contract to increase his current salary by 5% and authorize the increase start date on his hire anniversary (01/16/2016) was made by Commissioner Lister and seconded by Commissioner Shontz.**

**ROLL CALL:**

Commissioner Lister.....	YES	Vice-Mayor Poe.....	ABSENT
Commissioner Hodges.....	YES	Mayor Palladeno.....	YES
Commissioner Shontz.....	YES		

**K. REPORTS/CORRESPONDENCE**

• **CITY COMMISSION**

Mayor Palladeno: Tourism is up and the County is really advertising Madeira Beach – we are making a big splash and earning more in bed tax dollars. The County is also doing a charter review and one of the things that is bothering him is that they are trying to eliminate some of the smaller municipalities. The twenty-four mayors will be working together in

opposition of this attempt. He asked Commissioner Lister to bring this topic up to the League of Cities for additional support. He doesn't believe that any of these communities should lose their individuality.

- **CITY ATTORNEY** – No comment.
- **CITY MANAGER**

CM: The City did have a serious power outage last night and we were unable to hold the Planning Commission meeting last night. He did not want a full house of interested residents with no air conditioning nor ability for the presenters to present. All of the meetings related to the Holten property will take place in January, beginning in January 11, 2016. He instructed the Board that they would be unable to attend due to the quasi-judicial nature of the meeting. The ordinance approval is placed on the BOC agenda *if* there is a recommendation. The Board is not required to vote on it just because it is there.

The Board will be inundated with an email. He asked that the Board direct the people who send these messages to attend the Planning Commission meeting in January. He also encourages them to direct any complaints to his office.

He wanted to add that Ms. Marshall-Barley was able to achieve her Master's in Public Administration while working full-time, which is something to be noted. He just wanted to give her one more shout-out for all of her accomplishments and hard work to the City.

- **CITY CLERK**

CC: Has to get to a hockey game viewing, but she wanted to thank the City Manager for all he does for the City and again congratulate Ms. Marshall-Barley.

**L. ADJOURNMENT** – The meeting was adjourned at 7:18 p.m.

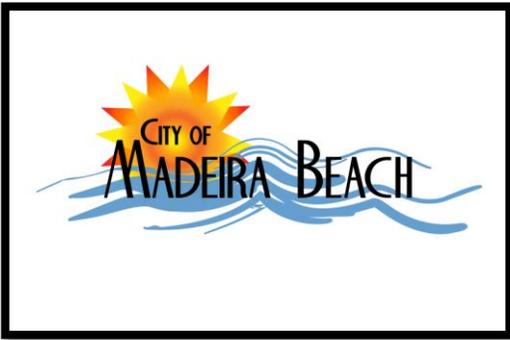
Date approved: February 9, 2016

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Travis Palladeno, MAYOR

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Submitted by Aimee Servedio, CITY CLERK



THE CITY OF MADEIRA BEACH, FLORIDA  
PUBLIC NOTICE

BOARD OF COMMISSIONERS  
AGENDA SETTING MEETING

The Board of Commissioners of the City of Madeira Beach, Florida will meet 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.

5:45 P.M.

TUESDAY, JANUARY 12, 2016

COMMISSION CHAMBERS

**REVISED JANUARY 11, 2016**

**AGENDA SETTING FOR JANUARY 26, 2016 WORKSHOP**

**A. CALL TO ORDER** – The meeting was called to order at 5:48 p.m.

**B. ROLL CALL**

**MEMBERS PRESENT:** Travis Palladeno, Mayor  
Elaine Poe, Vice-Mayor  
Terry Lister, Commissioner District 1  
Nancy Hodges, Commissioner District 2  
Patricia Shontz, Commissioner District 4

**STAFF PRESENT:** Shane B. Crawford, City Manager (CM)  
Vincent M. Tenaglia, Assistant City Manager (ACM)  
Thomas Trask, City Attorney (CA)  
Aimee Servedio, City Clerk (CC)

**STAFF ABSENT:** Dave Marsicano, Public Works/Marina Director (PW/MD)

**C. TOPICS**

1. DISCUSSION ON DESIGNER DRUGS AND POSSIBLE ORDINANCE  
*Elaine Poe, Vice-Mayor*  
*Lieutenant Dan Zsido, PCSO Narcotics Division*  
*John Lockett, Community Policing Deputy*
2. DISCUSSION ON RESTRICTIONS ON USE OF PUBLIC PROPERTY  
*Elaine Poe, Vice-Mayor*  
*John Lockett, Community Policing Deputy*
3. DISCUSSION ON PROPOSED FEE SCHEDULE UPDATE  
*Shane Crawford, City Manager*  
*Aimee Servedio, City Clerk*
4. POSSIBLE DISCUSSION ON DEVELOPMENT OF HOLTON PROPERTY/HOLIDAY ISLE RESORT  
*Shane B. Crawford, City Manager*

**CM:** The Vice-Mayor had brought up the topic on designer drugs, but this is an issue that has been gaining some momentum in Pinellas County. The County will be drafting an ordinance and the City can draft its own depending on who the County sets this item up. There are one or two problem areas in town. He asked the Vice-Mayor to explain item two and she referred to Deputy Lockett.

**Deputy Lockett:** This item is in reference to boats and dinghies that are illegally tying up to private and public property. The City Manager asked the City Clerk to make reference to that in the finalized agenda.

**CM:** The fee schedule is a regular item that is brought up – the Department Heads will be submitting their proposed amendments and updates. The last item is in regards to the next major stormwater/roadway project that will soon begin.

This project mostly affects Commissioner Lister’s district and a Neighborhood Meeting will be scheduled in February for residents and those affected to attend and find out more information.

CC: Asked the City Manager if the fire truck financing would be a topic of discussion? The CM confirmed and the ACM will speak briefly on the item tonight as well.

**A motion to approve the agenda for the January 26<sup>th</sup> BOC Workshop was made by Commissioner Lister and seconded by Commissioner Shontz.**

**ROLL CALL:**

Commissioner Lister.....YES	Vice-Mayor Poe.....YES
Commissioner Hodges.....YES	Mayor Palladeno.....YES
Commissioner Shontz.....YES	

**D. ADJOURNMENT** – The meeting was adjourned at 5:56 p.m.

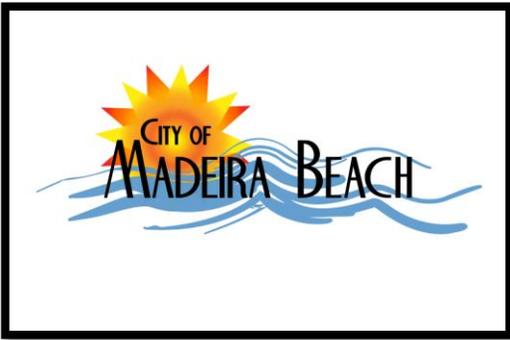
Date approved: February 9, 2016

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Travis Palladeno, MAYOR

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Submitted by Aimee Servedio, CITY CLERK



THE CITY OF MADEIRA BEACH, FLORIDA  
PUBLIC NOTICE

BOARD OF COMMISSIONERS  
REGULAR MEETING

The Board of Commissioners of the City of Madeira Beach, Florida will meet 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.

6:00 P.M. TUESDAY, JANUARY 12, 2016 COMMISSION CHAMBERS

REVISED JANUARY 11, 2016

- A. CALL TO ORDER – The meeting was called to order at 6:00 p.m.
- B. INVOCATION AND PLEDGE OF ALLEGIANCE – COMMISSIONER TERRY LISTER
- C. ROLL CALL

MEMBERS PRESENT: Travis Palladeno, Mayor  
Elaine Poe, Vice-Mayor  
Terry Lister, Commissioner District 1  
Nancy Hodges, Commissioner District 2  
Patricia Shontz, Commissioner District 4

STAFF PRESENT: Shane B. Crawford, City Manager (CM)  
Vincent M. Tenaglia, Assistant City Manager (ACM)  
Thomas Trask, City Attorney (CA)  
Aimee Servedio, City Clerk (CC)

STAFF ABSENT: Dave Marsicano, Public Works/Marina Director (PW/MD)

- 1. VOTE TO EXCUSE VICE-MAYOR ELAINE POE’S ABSENCE FROM DECEMBER 22<sup>ND</sup> BOC MEETINGS

A motion to excuse Vice-Mayor Elaine Poe’s absence from the December 22<sup>nd</sup> BOC Meetings was made by Commissioner Hodges and seconded by Commissioner Shontz.

ROLL CALL:

Commissioner Lister.....YES	Vice-Mayor Poe.....YES
Commissioner Hodges.....YES	Mayor Palladeno.....YES
Commissioner Shontz.....YES	

D. APPROVAL OF THE MINUTES

- 1. BOC SPECIAL MEETING DECEMBER 1, 2015
- 2. BOC SPECIAL WORKSHOP DECEMBER 9, 2015

A motion to approve the minutes as presented was made by Commissioner Lister and seconded by Commissioner Hodges.

ROLL CALL:

Commissioner Lister.....YES	Vice-Mayor Poe.....YES
Commissioner Hodges.....YES	Mayor Palladeno.....YES
Commissioner Shontz.....YES	

E. APPROVAL OF THE AGENDA

PRESENTATIONS

1. TAMPA BAY BEACHES CHAMBER OF COMMERCE END OF YEAR 2015 UPDATE

*Robin Sollie, CEO of Tampa Bay Beaches Chamber of Commerce*

Robin Sollie: She has presented a few items to the Board, namely a visitor’s guide. She has noted any mention of the City in that guide for the Board to review. Nearly 45,000 copies of that guide are distributed across the state of Florida through Visit Florida. The next book is the official relocation and community guide member directory. Any request from their website on relocation receives one of these booklets. The 8 ½” x 11” print out, is the shout-out from Tampa Bay Beaches.com on their website. Madeira Beach ranges in the top five visited links on their website.

She asked that the Board and staff review these booklets and let her know of any changes or improvements they would like to incorporate into this information.

DAIS LOG REVIEW

1. ITEM H.1. FINAL VERSION OF FACILITY USE AGREEMENT

2. ITEM K. CITY MANAGER REPORTS/CORRESPONDENCE UPDATE ON UNDERGROUNDING

CM: This Board cannot take action on any item related to the “Holton Property” due to the recommendation from the City Manager at last night’s Planning Commission meeting. The item was on the agenda because of a posting issue – everything has to be posted fifteen days before the meeting, and they have to be ready in case a recommendation to proceed occurs.

**A motion to approve the agenda as amended was made by Commissioner Shontz and seconded by Vice-Mayor Poe.**

**ROLL CALL:**

Commissioner Lister.....YES	Vice-Mayor Poe.....YES
Commissioner Hodges.....YES	Mayor Palladeno.....YES
Commissioner Shontz.....YES	

**F. PUBLIC COMMENT – LIMITED TO THREE (3) MINUTES**

Marilyn Hafling made public comment in support of the City Manager’s recent evaluation. She also mentioned that the Board consider some expansion to pedestrian or bike lanes on Bayshore Drive.

**G. CONSENT AGENDA – NONE**

**H. CONTACTS/AGREEMENTS**

1. APPROVAL OF FACILITY USE AGREEMENT BETWEEN THE CITY OF MADEIRA BEACH AND S8, LLC RELATED TO AWARD OF RFP FOR GYM TRAINING SERVICES

**A motion to approve the Facility Use Agreement with S8 was made by Commissioner Lister and seconded by Commissioner Shontz.**

CM: When we first began, we considered a fitness center open to the citizens of Madeira Beach, but as the project was changed, certain aspects had to be changed to fit certified ball fields. The fitness center became the Fire Department center and the public was not allowed due to liability and safety concerns.

The solution to this was to contract with a personal trainer to use this facility and allow residents and anyone interested in training to use the facility under his program. Employees and residents would receive a discount and the insurance would fall under the personal trainer.

**ROLL CALL:**

Commissioner Lister.....YES	Vice-Mayor Poe.....NO
Commissioner Hodges.....YES	Mayor Palladeno.....YES
Commissioner Shontz.....YES	

Vice-Mayor Poe: Did not want to offend, but voted not because she was not in attendance during the previous presentation on this item.

**I. UNFINISHED BUSINESS – NONE**

**J. NEW BUSINESS**

1. **ORDINANCE 2015-18 – CONTINUED FOR FUTURE MEETING BASED ON PLANNING COMMISSION DECISION**

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, REZONING CERTAIN REAL PROPERTY GENERALLY DESCRIBED AS 555 150<sup>th</sup> AVENUE AND 565 150<sup>th</sup> AVENUE FROM, MARINE COMMERCIAL (C-4) TO PLANNED DEVELOPMENT (PD) DISTRICT; PROVIDING FOR READING BY TITLE ONLY; AND PROVIDING FOR AN EFFECTIVE DATE THEREOF.

*Based on the recommendation to continue this topic at the Planning Commission Meeting held on Monday, January 11, 2016, this item will not be voted on tonight.*

**A motion to postpone this vote until the next BOC Regular Meeting, February 9, 2016, pending Planning Commission recommendation, was made by Commissioner Hodges and seconded by Commissioner Lister.**

**ROLL CALL:**

Commissioner Lister.....YES	Vice-Mayor Poe.....YES
Commissioner Hodges.....YES	Mayor Palladeno.....YES
Commissioner Shontz.....YES	

2. **RESOLUTION 2016-01**

A RESOLUTION OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING THE FISCAL YEAR 2016 BUDGET BY INCREASING GENERAL FUND EXPENDITURES IN THE AMOUNT OF \$6,300 FOR CITY MANAGER SALARY AND BENEFITS; AND PROVIDING FOR AN EFFECTIVE DATE.

**CA read Resolution 2016-01 by title only.**

**A motion to approve Resolution 2016-01 was made by Commissioner Shontz and seconded by Vice-Mayor Poe.**

ACM: This resolution and the following item are budget items related to the previously approved increase and alterations to the City Manager’s employment contract. The CM thanked the Board and the citizens of Madeira Beach for all of their support.

**ROLL CALL:**

Commissioner Lister.....YES	Vice-Mayor Poe.....YES
Commissioner Hodges.....YES	Mayor Palladeno.....YES
Commissioner Shontz.....YES	

3. **AUTHORIZATION OF ANNUAL LEAVE PAYOUT**

AUTHORIZATION OF ANNUAL LEAVE PAYMENT TO THE CITY MANAGER PER EMPLOYMENT CONTRACT IN THE AMOUNT OF \$15,183.22.

**A motion to approve the City Manager Annual Leave Payout was made by Commissioner Shontz and seconded by Vice-Mayor Poe.**

CM: Explained that he prefers to have a lean and qualified staff – this means that he and his department heads often are unable to use all of their vacation time. This is his payout as specified in his employment contract.

**ROLL CALL:**

Commissioner Lister.....YES	Vice-Mayor Poe.....YES
Commissioner Hodges.....YES	Mayor Palladeno.....YES
Commissioner Shontz.....YES	

4. **RESOLUTION 2016-02**

A RESOLUTION OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING THE FISCAL YEAR 2016 BUDGET BY INCREASING GENERAL FUND REVENUES AND EXPENDITURES IN THE AMOUNT OF \$15,000 FOR MADEIRA BEACH YOUTH BASEBALL AND SOFTBALL; AND PROVIDING FOR AN EFFECTIVE DATE.

**CA read Resolution 2016-02 by title only.**

**A motion to approve Resolution 2016-02 was made by Commissioner Lister and seconded by Commissioner Hodges.**

CM: He turned the discussion over to the Events & Recreation Director and the Athletics Coordinator. The little league has reached an agreement with the City to merge and come together. He believes that this will be a quality program; a representative from the Little League is also here.

Mayor Palladeno: Thanked the representative for his time and all of the coach’s time working in this program – it really shows that we are a cohesive community.

ERD: All of the information is on the Rec Center website – madbeachfun.com. The group is no longer called ‘little league’, it should now be referred to as Bath Ruth League (which was Gulf Beaches Little League for years). We will now have our own teams with Madeira Beach shirts. One of his first meetings as director was with the little league and the relationship wasn’t always smooth, but they were very passionate and concerned with having a quality program. We have come to an agreement and the City will cover the administrative side. The first two fields will be designated for the league and there will be some practices on the larger field.

Representative: Wanted to express that the change from Little League to the Bath Ruth League has attracted attention from across the state and more people are seeing and hearing about Madeira Beach.

**ROLL CALL:**

Commissioner Lister.....YES	Vice-Mayor Poe.....YES
Commissioner Hodges.....YES	Mayor Palladeno.....YES
Commissioner Shontz.....YES	

**5. FINANCE DIRECTOR DISCUSSION**

**DISCUSSION ON THE PENDING FIRE ENGINE RFP RESPONSES**

ACM: Before the Christmas break, there was an agenda item to explore alternative funding options for the purchase of a fire apparatus. On December 23<sup>rd</sup>, an RFP was released and the City received ten highly competitive responses. He has short list of highly competitive options that would only dedicated local option sales tax funds through Penny for Pinellas, which was what he would recommend. He requests that he bring more information for the Board to discuss at the January Workshop so a final vote can be made next month.

CM: A City Manager has two of the most-trying departments – the Fire Chief and the Police Chief – because those are the departments that need the ‘toys’ and expensive equipment to operate. At first, he was not in favor of the ladder truck, but as he learned more about it, he believes that this would open the door to create more opportunities for future contracts.

Lieutenant Andy Childers: Was asked to approach the podium and further explain some reason as to why a ladder truck would be preferred – they are not only useful for high rises, but many of the townhomes and multistory residences required some more height to effectively deal with an emergency. As building codes evolve, the equipment to safely address these higher building also needs to keep up.

**The consensus agreed with the Finance Director’s recommendation to present more information to the January Workshop and make the final vote at the next BOC Regular Meeting.**

**K. REPORTS/CORRESPONDENCE**

**• CITY COMMISSION**

Mayor Palladeno: The University of Connecticut had sent a letter to the City Manager and Board thanking them for hosting the Beach Bash. The County is beginning to discuss using fire transports for emergency services because Sunstar is receiving record calls and may need additional support.

**• CITY ATTORNEY**

CA: Did not have a formal report or update but wanted to let the Board know that his office is incredibly busy with all of the developments that are currently in the works for the City.

CM: Agreed that these developments do requires a lot of behind-the-scenes work. The Planning Commission meeting last night was very fruitful, both sides were able to voice their concerns and will hopefully find a way to compromise and create the best development for the City.

- **CITY MANAGER**

CM: Undergrounding is underway and you will see more construction and road closures on Gulf Blvd north of 150<sup>th</sup> Avenue. This really does add to the aesthetics of the boulevard. Part of the resurfacing project was to add large palms to the medians, but FDOT only agreed to add much smaller trees. He is working on making some improvements to these medians, and the City's engineer has submitted a request for a different breed of palm tree that is much larger, similar to what you see in other beach cities.

The City did get significant air time during the Bowl Game. This is an investment on the City's part and if this is an event that the Board would like to continue, he would like to hear that. The collegiate softball tournament is also coming up very soon. The ERD explained that next year, the tournament will be two weekends back to back.

The Planning Commission meeting last night was very well-attended. There were three main concerns voiced by the public: density, height, and traffic. He recommended that this item be continued until next month.

- **CITY CLERK**

CC: Understands that the City Manager and City Attorney offices are very busy, but so is the Clerk's office. She asks that people not be sent to her on some of these issues since she has to refer them back to those offices anyway.

**L. ADJOURNMENT** – The meeting was adjourned at 6:58 p.m.

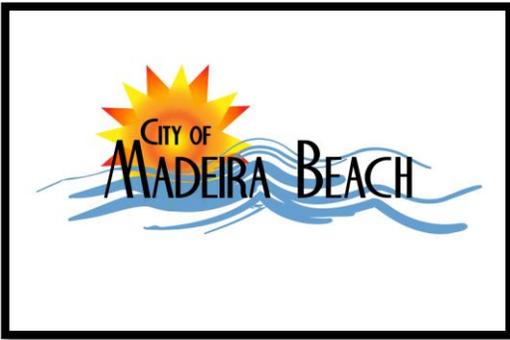
Date approved: February 9, 2016

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Travis Palladeno, MAYOR

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Submitted by Aimee Servedio, CITY CLERK



THE CITY OF MADEIRA BEACH, FLORIDA  
PUBLIC NOTICE

BOARD OF COMMISSIONERS  
SPECIAL MEETING

The Board of Commissioners of the City of Madeira Beach, Florida will meet 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.

3:00 P.M. FRIDAY, JANUARY 29, 2016 COMMISSION CHAMBERS

**\*PLEASE NOTE SPECIAL DATE AND TIME\***

- A. **CALL TO ORDER** – The meeting was called to order at 3:00 p.m.
- B. **INVOCATION AND PLEDGE OF ALLEGIANCE** – COMMISSIONER TERRY LISTER
- C. **ROLL CALL**

**MEMBERS PRESENT:** Travis Palladeno, Mayor  
Elaine Poe, Vice-Mayor  
Terry Lister, Commissioner District 1  
Nancy Hodges, Commissioner District 2  
Patricia Shontz, Commissioner District 4

**STAFF PRESENT:** Shane B. Crawford, City Manager  
Regina Kardash, City Attorney  
Aimee Servedio, City Clerk

**STAFF ABSENT:** Vincent M. Tenaglia, Assistant City Manager/Finance Director  
Dave Marsicano, Public Works/Marina Director

- D. **APPROVAL OF THE MINUTES**
  - 1. **BOC SPECIAL WORKSHOP** DECEMBER 22, 2016

A motion to approve the minutes as presented was made by Commissioner Lister and seconded by Commissioner Hodges.

**ROLL CALL:**

Commissioner Lister.....YES Vice-Mayor Poe.....YES  
Commissioner Hodges.....YES Mayor Palladeno.....YES  
Commissioner Shontz.....YES

**E. APPROVAL OF THE AGENDA**

A motion to approve the agenda was made by Commissioner Shontz and seconded by Vice-Mayor Poe.

**ROLL CALL:**

Commissioner Lister.....YES Vice-Mayor Poe.....YES  
Commissioner Hodges.....YES Mayor Palladeno.....YES  
Commissioner Shontz.....YES

**F. PUBLIC COMMENT** – LIMITED TO THREE (3) MINUTES

**G. CONSENT AGENDA** – NONE

**H. UNFINISHED BUSINESS** – NONE

**I. NEW BUSINESS**

- 1. **PUBLIC HEARING**  
TO CONSIDER APPLICATION #2016.01 FOR A 4COP ALCOHOL BEVERAGE PERMIT FOR LISA’S CAFÉ. PURSUANT TO CITY CODE SECTION 110-532, LISA’S CAFÉ LOCATED AT 13331 GULF BOULEVARD, MADEIRA BEACH, FLORIDA 33708 IS SEEKING A 4COP

ALCOHOLIC BEVERAGE PERMIT TO CONSUME ALCOHOL ON THE PREMISES. THE APPLICANT CURRENTLY HAS A 2COP LICENSE. THE PROPERTY IS LOCATED IN THE C-3, RETAIL COMMERCIAL ZONING DISTRICT.

**A motion to approve Alcoholic Beverage Permit Application 2016.01 was made by Commissioner Shontz and seconded by Commissioner Poe.**

CM: Pointed out that the City did receive one letter of support for the approval of this Alcoholic Beverage Permit Application from one of the neighboring properties. The Mayor added that the owner, Lisa, has been a contributing member of the community and agrees with the letter of support.

**ROLL CALL:**

Commissioner Lister.....	YES	Vice-Mayor Poe.....	YES
Commissioner Hodges.....	YES	Mayor Palladeno.....	YES
Commissioner Shontz.....	YES		

**J. REPORTS/CORRESPONDENCE**

There were no reports or correspondence.

- CITY COMMISSION
- CITY ATTORNEY
- CITY MANAGER
- CITY CLERK

**K. ADJOURNMENT** – The meeting was adjourned at 3:05 p.m.

Date approved: February 9, 2016

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Travis Palladeno, MAYOR

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Submitted by Aimee Servedio, CITY CLERK



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City of Madeira Beach  
Office of the Fire Chief

300 Municipal Drive  
Madeira Beach, FL 33708

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Date: February 1, 2016  
To: Mayor Palladeno, Vice-Mayor Poe,  
Commissioner Lister, Commissioner Hodges, Commissioner Shontz  
From: Derryl B. O'Neal, Fire Chief  
Subject: Firefighter of the Year Award

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While all of the members of the Madeira Beach Fire Department work diligently and with dedication for the betterment of our Community, every year, one member of the Department is selected to receive the honor of being the Fire Department Employee of the Year. Nominated by his peers, it is my pleasure to announce that Firefighter/Driver Engineer Ryan Roberts has been selected. Please help me congratulate FF Roberts.

Firefighter Ryan Roberts

Hired January 30, 2012  
Promoted to Driver Engineer November 10, 2014

Driver Engineer/Firemedic Ryan Roberts has proven to be an asset to Madeira Beach Fire Department in his years of employment. He has made significant accomplishments in a short time. His paramedic skills are precise and polished. Most recently, he was promoted to Driver Engineer after successfully completing a promotional exam and a Pump Operator test through the State of Florida.

Shortly after his promotion to Driver, he was able to prove his knowledge of his new position by responding to working structure fires. At the Redington Towers fire, the recently promoted DE/PM not only obtained his own water supply and pumped the Fire Department Connection, but was able to simultaneously extend and pump the Courtyard Lay after a change in tactics was made by interior crews. During a night time fire at one our local establishments, he was able to supply aerial master stream, while at the same time continue to pump three separate hand-lines that were already attacking the fire. These are just a couple of examples of his skills and understanding of Driver Engineer and Firefighter position.

Firemedic Roberts is an exceptional paramedic and during difficult calls, he often is looked to for guidance. His in-depth understanding of medical emergency response and patient care are superior. Ryan goes out of his way to assist new employees with improving their medic skills. He continues to take new paramedics under his wing to ensure that the Department benefits from prepared and skilled medical professionals.

DE/PM Roberts was nominated by his peers for the Fire Department Employee of the Year 2015. Few of the narratives of why they believe Ryan deserved the title were: good attitude, hard worker, great paramedic, an asset to the department showed by his actions every day, "I trust Ryan Roberts with my life and the lives of the firefighters that sit behind us every time we go on a call."



## MADEIRA BEACH BOARD OF COMMISSIONERS

### February 2, 2016 – Agenda Report

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**FROM:** Shane B. Crawford, City Manager

**SUBJECT:** AUTHORIZATION OF EXPENDITURES IN THE AMOUNT OF \$46,691 FOR MEDIAN LANDSCAPING CHANGE ORDER

**BACKGROUND:** City Commission asked staff to have FDOT consider a larger palm for median beautification. Staff was successful in their request and the larger palms equated to a change order of \$46,691.

<b><u>BUDGETARY</u></b>	<b><u>Account #</u></b>	<b><u>Budgeted</u></b>	<b><u>Available</u></b>
<b><u>IMPACT:</u></b>	001.4900.6300	\$100,000	\$88,850

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**RECOMMENDED BY STAFF:** The City Manager recommends approval of the change order in the amount of \$46,691 for median landscaping.

**ATTACHMENT(S):** Proposed Change Order No. 01



January 26, 2016

Mr. Shane Crawford  
City Manager  
City of Madeira Beach  
300 Municipal Drive  
Madeira Beach, FL 33708

RE: **Median Palm Tree Change Order #1**

Dear Mr. Crawford,

Please find attached the proposal for Change Order #1 for the installation of Medjool Palms instead of Ribbon Palms per specified plans.

Should you require any further verification or information please feel free to contact me at 813-382-3460 or [steve.tarte@cpwgengineering.com](mailto:steve.tarte@cpwgengineering.com)

With Respect,

Stephen R. Tarte  
Principal

Environmental  
Landscape  
Engineer/Archit  
ecture  
Parks & Trails  
Pavement  
Management  
Planning  
Stormwater  
Transportation  
Utilities  
Water  
Resources

3918 N.  
Highland Ave.  
Tampa, FL  
33603

P:813-361-2644  
F:813-662-2295

CUSTOMER NAME – City of Madeira Beach

**“PROPOSED” CHANGE ORDER NO. 01**

**PROJECT IDENTIFICATION:** Landscaping, Irrigation and Lighting in FDOT Medians on Gulf Blvd.

Change Order Date: January 22, 2016

Project Name: Madeira Beach Landscape Medians

**CONTRACTOR:** CPWG, INC. (Account # 0014900.6300)

**CONTRACT:** Purchase Order 15000231-00 (FY 2015).

The Contract is changed as follows:

**Change the species of all eleven (11) palm trees from Ribbon Palms to Medjool Date palms. Credit for the original Ribbon Palms at \$1,225 per tree for a deduct of <\$13,475.00>, plus a cost of \$4,900 per tree for the Medjool Palms for \$53,900, plus Overhead at 10% and Profit at 5%.**

Contract/PO Sum with prior approved Change Orders was: \$285,833.00

The Contract/PO Sum will be increased  
By this Change Order in the amount of: \$46,691.00

The new Contract/PO Sum, including this Change Order, will be: \$332,524.00

The Contract/PO Time (date required for Substantial Completion)  
Will be changed as follows: No Change

Execution of this Change Order shall constitute a final settlement of all matters relating to the change in the Work as described above which is the subject of this Change Order. Unless the Contract Time has been adjusted as provided above, the change approved by this Change Order shall not result in a change in the Contract Time.

OWNER(S):

By: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

CONTRACTOR:

By:  \_\_\_\_\_

Name: Sheila Tarte  
President

Date: 1/26/16 \_\_\_\_\_



## MADEIRA BEACH BOARD OF COMMISSIONERS

### February 2, 2016 – Agenda Report

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**FROM:** Shane B. Crawford, City Manager

**SUBJECT:** AUTHORIZATION OF EXPENDITURES IN THE AMOUNT OF \$50,000 FOR REX PLACE ROADWAY AND STORMWATER IMPROVEMENTS

**BACKGROUND:** This authorization gets the engineering commenced on the Rex Place Roadway and Stormwater project.

<b><u>BUDGETARY</u></b>	<b><u>Account #</u></b>	<b><u>Budgeted</u></b>	<b><u>Available</u></b>
<b><u>IMPACT:</u></b>	404.9200.6320	\$600,000	\$600,000

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**RECOMMENDED BY STAFF:** The City Manager recommends the authorization of expenditures in the amount of \$50,000 for Rex Place roadway and stormwater improvements.

**ATTACHMENT(S):** Proposal for Professional Engineering Services – Rex Place from Deuel & Associates

# DEUEL & ASSOCIATES

CONSULTING ENGINEERS \* LAND SURVEYORS \* LAND PLANNERS  
565 S. Hercules Avenue, Clearwater, FL 33764  
Office (727) 822-4151 Fax (727) 821-7255

January 8, 2016

Mr. Shane Crawford  
City Manager  
City of Madeira Beach  
300 Municipal Drive  
Madeira Beach, FL 33708

**RE: Proposal for Professional Engineering Services- Rex Place  
Roadway & Stormwater Improvements – SWFWMD Grant**

Dear Mr. Crawford:

Thank you for the opportunity to present our proposal to perform Professional Engineering & Surveying Services for the Roadway and Stormwater Improvements for Rex Place (approximately 5.8 acre drainage basin). Deuel & Associates proposes to prepare the construction plans and apply for all needed permitting through the local regulatory agencies. The purpose of the project is to identify and correct structural problems of the roads, mill and resurface the asphalt pavement or reconstruct the roadway section, replace curb and gutter and identify and correct any failing stormwater related utilities within the roadway rights-of-way and provide best Management Practices (BMP's) implementations to reduce the pollutant load to Boca Ciega Bay. All construction plans and specifications will meet the Southwest Florida Water management Departments co-operative matching grant requirements.

OUR SERVICES WILL INCLUDE:

**I. RIGHT OF WAY & TOPOGRAPHIC SURVEY:**

1. Perform a right-of way and topographic survey of the roadway limits as shown on Exhibit A to include: Rex Place Municipal Drive to the seawall (northend).
2. Locate all above ground utilities and paint marking of buried utilities.
3. Locate trees within the project limits.

**II. SUBSURFACE UTILITY LOCATES**

1. Perform up to five (5) subsurface utility locates as necessary to field verify the location of buried utilities that may conflict with the proposed stormwater and utility improvements.

**III. GEOTECHNICAL INVESTIGATION:**

1. Perform 1 core boring of existing pavement and base material
2. Perform auger borings as needed for development of proposed pavement design

**IV. CONSTRUCTION PLAN PREPARATION AND SPECIFICATIONS:**

Based upon the right-of-way and topographic survey, we will prepare site construction plans for submittal to the permitting agencies to include:

1. Demolition Plan: The demolition plan will show the extent of structures, pipes, pavement,

- trees, etc. to be removed.
2. **Site Geometry Plan:** The geometry plan will show the horizontal dimensions of the proposed roadway alignment and site improvements.
  3. **Paving, Grading and Drainage Plan:** The paving, grading and drainage plan will provide grading for the proposed roadway alignment and right of way improvements and depict improvements for stormwater drainage. The plan will include pedestrian walks meeting ADA requirements.
  4. **Utility Plan:** The utility plan will show the location of any utilities that are required to be relocated.
  5. **Maintenance of Traffic Plan Specifications.**
  6. **Site Details:** The site details will show specifications of all structures, handicapped ramp(s), pavement, walks, curbs. Signs, cross sections, etc. shall be provided to cover all aspects of design and ensure proper construction as intended.
  7. **Construction Notes and Specifications:** The site notes and specifications will cover all aspects of construction, limitations, tolerances, agencies requirements, material criteria, etc.
  8. **Final Bid Tabulation and Technical Specifications for Bidding Purposes.**

**V. PERMITTING:**

Engineer will submit plans to various agencies for concurrent permit review. All or some of the following agencies may be reviewing this Project for permitting:

- Pinellas County Government
- Southwest Florida Water Management District (SWFWMD)
- City of Madeira Beach

**VI. AGENCY MEETINGS AND COORDINATION:**

1. Coordinate and attend meetings with public Utility owner's. Copies of the plans will be provided to the private utility companies for their use.
2. Conduct meetings/coordination with SWFWMD, Pinellas County and the City of Madeira Beach as needed.
3. Coordinate and attend a meeting with the public to discuss the project, if required.

**VII. REIMBURSABLE EXPENSES:**

All express delivery charges, long distance telephone and fax transmissions, all plans requested by Client, Contractor and/or Architect including all submittal sets and all reproducibles required by permitting agencies (printing charges) and Aerial photographs obtained from outside sources. These items will be billed to the owner monthly as they are incurred. Any additional expense in this category will need prior written authorization from the Client.

We will provide the above Services for a Total Lump Sum Fee As Described for Each Task:

- I. **RIGHT OF WAY & TOPOGRAPHIC SURVEY:** Five Thousand Five Hundred Dollars (\$5,500.00)
- II. **SUBSURFACE UTILITY LOCATES:** Three Thousand Five Hundred Dollars (\$3,500.00)
- III. **GEOTECHNICAL INVESTIGATION:** Two Thousand Five Hundred Dollars (\$2,500.00)
- IV. **CONSTRUCTION PLAN PREPARATION AND SPECIFICATIONS:** Twenty Eight Thousand Five Hundred Dollars (\$28,500.00)

V. PERMITTING: Seven Thousand Five Hundred Dollars (\$7,500.00)

VI. AGENCY MEETINGS AND COORDINATION: Two Thousand Five Hundred Dollars (\$2,500.00)

**Total Lump Sum Contract: Fifty Thousand Dollars (\$50,000.00)**

Our services include design of civil plans; permit application submittals, and response to review comments with re-submittals. Any services not specifically mentioned above are not included in this proposal. Any additional survey work requested by the contractor during construction will also be billed at our hourly rates.

**Based on previous recent project experience, we estimate the construction cost for this project to be approximately \$767,500.00.**

HOURLY ITEMS:

- Any item not specifically stated in items I - VI will be billed at our previously provided fee schedule.

TO BE PROVIDED BY CLIENT:

- All applicable permit fees, impact fees, and letter of ownership (from title company or attorney).
- Documentation of ownership and/or authorization for permitting.

If this proposal is acceptable, please provide a purchase order as authorization to proceed. Should you have any questions do not hesitate to call me at (727) 822-4151.

This proposal will be valid for thirty days from today's date.

Very truly yours,  
DEUEL & ASSOCIATES



Albert Carrier, PE, PSM  
Principal



## MADEIRA BEACH BOARD OF COMMISSIONERS

### February 2, 2016 – Agenda Report

---

**FROM:** Shane B. Crawford, City Manager

**SUBJECT:** AUTHORIZATION OF EXPENDITURES IN THE AMOUNT OF \$42,500 FOR AMERICAN LEGION DRIVE ROADWAY AND STORMWATER

**BACKGROUND:** This authorization gets the engineering commenced on the American Legion Drive Roadway and Stormwater Project.

<b><u>BUDGETARY</u></b>	<b><u>Account #</u></b>	<b><u>Budgeted</u></b>	<b><u>Available</u></b>
<b><u>IMPACT:</u></b>	404.9200.6320	\$600,000	\$600,000

---

**RECOMMENDED** The City Manager recommends the authorization of expenditures in the amount of \$42,500 for American Legion Drive roadway and stormwater improvements.

**BY STAFF:**

**ATTACHMENT(S):** Proposal for Professional Engineering Services – American Legion Drive from Deuel & Associates

# DEUEL & ASSOCIATES

CONSULTING ENGINEERS \* LAND SURVEYORS \* LAND PLANNERS  
565 S. Hercules Avenue, Clearwater, FL 33764  
Office (727) 822-4151 Fax (727) 821-7255

January 8, 2016

Mr. Shane Crawford  
City Manager  
City of Madeira Beach  
300 Municipal Drive  
Madeira Beach, FL 33708

**RE: Proposal for Professional Engineering Services- American Legion Drive  
Roadway & Stormwater Improvements – SWFWMD Grant**

Dear Mr. Crawford:

Thank you for the opportunity to present our proposal to perform Professional Engineering & Surveying Services for the Roadway and Stormwater Improvements for American Legion Drive (approximately 5.3 acre drainage basin). Deuel & Associates proposes to prepare the construction plans and apply for all needed permitting through the local regulatory agencies. The purpose of the project is to identify and correct structural problems of the roads, mill and resurface the asphalt pavement or reconstruct the roadway section, replace curb and gutter and identify and correct any failing stormwater related utilities within the roadway rights-of-way and provide best Management Practices (BMP's) implementations to reduce the pollutant load to Boca Ciega Bay. All construction plans and specifications will meet the Southwest Florida Water management Departments co-operative matching grant requirements.

OUR SERVICES WILL INCLUDE:

**I. RIGHT OF WAY & TOPOGRAPHIC SURVEY:**

1. Perform a right-of way and topographic survey of the roadway limits as shown on Exhibit A to include: Rex Place Municipal Drive to the seawall (northend).
2. Locate all above ground utilities and paint marking of buried utilities.
3. Locate trees within the project limits.

**II. SUBSURFACE UTILITY LOCATES**

1. Perform up to five (5) subsurface utility locates as necessary to field verify the location of buried utilities that may conflict with the proposed stormwater and utility improvements.

**III. GEOTECHNICAL INVESTIGATION:**

1. Perform 1 core boring of existing pavement and base material
2. Perform auger borings as needed for development of proposed pavement design

**IV. CONSTRUCTION PLAN PREPARATION AND SPECIFICATIONS:**

Based upon the right-of-way and topographic survey, we will prepare site construction plans for submittal to the permitting agencies to include:

1. Demolition Plan: The demolition plan will show the extent of structures, pipes, pavement,

- trees, etc. to be removed.
2. **Site Geometry Plan:** The geometry plan will show the horizontal dimensions of the proposed roadway alignment and site improvements.
  3. **Paving, Grading and Drainage Plan:** The paving, grading and drainage plan will provide grading for the proposed roadway alignment and right of way improvements and depict improvements for stormwater drainage. The plan will include pedestrian walks meeting ADA requirements.
  4. **Utility Plan:** The utility plan will show the location of any utilities that are required to be relocated.
  5. **Maintenance of Traffic Plan Specifications.**
  6. **Site Details:** The site details will show specifications of all structures, handicapped ramp(s), pavement, walks, curbs. Signs, cross sections, etc. shall be provided to cover all aspects of design and ensure proper construction as intended.
  7. **Construction Notes and Specifications:** The site notes and specifications will cover all aspects of construction, limitations, tolerances, agencies requirements, material criteria, etc.
  8. **Final Bid Tabulation and Technical Specifications for Bidding Purposes.**

**V. PERMITTING:**

Engineer will submit plans to various agencies for concurrent permit review. All or some of the following agencies may be reviewing this Project for permitting:

- Pinellas County Government
- Southwest Florida Water Management District (SWFWMD)
- City of Madeira Beach

**VI. AGENCY MEETINGS AND COORDINATION:**

1. Coordinate and attend meetings with public Utility owner's. Copies of the plans will be provided to the private utility companies for their use.
2. Conduct meetings/coordination with SWFWMD, Pinellas County and the City of Madeira Beach as needed.
3. Coordinate and attend a meeting with the public to discuss the project, if required.

**VII. REIMBURSABLE EXPENSES:**

All express delivery charges, long distance telephone and fax transmissions, all plans requested by Client, Contractor and/or Architect including all submittal sets and all reproducibles required by permitting agencies (printing charges) and Aerial photographs obtained from outside sources. These items will be billed to the owner monthly as they are incurred. Any additional expense in this category will need prior written authorization from the Client.

We will provide the above Services for a Total Lump Sum Fee As Described for Each Task:

- I. **RIGHT OF WAY & TOPOGRAPHIC SURVEY:** Four Thousand Five Hundred Dollars (\$4,500.00)
- II. **SUBSURFACE UTILITY LOCATES:** Three Thousand Five Hundred Dollars (\$3,500.00)
- III. **GEOTECHNICAL INVESTIGATION:** Three Thousand Five Hundred Dollars (\$2,500.00)
- IV. **CONSTRUCTION PLAN PREPARATION AND SPECIFICATIONS:** Twenty Two Thousand Dollars (\$22,000.00)

V. PERMITTING: Seven Thousand Five Hundred Dollars (\$7,500.00)

VI. AGENCY MEETINGS AND COORDINATION: Two Thousand Five Hundred Dollars (\$2,500.00)

**Total Lump Sum Contract: Forty Two Thousand Five Hundred Dollars (\$42,500.00)**

Our services include design of civil plans; permit application submittals, and response to review comments with re-submittals. Any services not specifically mentioned above are not included in this proposal. Any additional survey work requested by the contractor during construction will also be billed at our hourly rates.

**Based on previous recent project experience, we estimate the construction cost for this project to be approximately \$457,500.00.**

HOURLY ITEMS:

- Any item not specifically stated in items I - VI will be billed at our previously provided fee schedule.

TO BE PROVIDED BY CLIENT:

- All applicable permit fees, impact fees, and letter of ownership (from title company or attorney).
- Documentation of ownership and/or authorization for permitting.

If this proposal is acceptable, please provide a purchase order as authorization to proceed. Should you have any questions do not hesitate to call me at (727) 822-4151.

This proposal will be valid for thirty days from today's date.

Very truly yours,  
DEUEL & ASSOCIATES



Albert Carrier, PE, PSM  
Principal



## MADEIRA BEACH BOARD OF COMMISSIONERS

### February 4, 2015 – Agenda Report

---

**FROM:** Shane B. Crawford, City Manager

**SUBJECT:** **AUTHORIZATION TO APPROVE THE BRYANT MILLER OLIVE REPRESENTATION DISCLOSURE**

**BACKGROUND:** This is a simple disclosure because there was the potential or perception of a conflict of interest. The City Attorney and City Manager concur that there is no conflict.

**BUDGETARY**  
**IMPACT:** N/A

---

**RECOMMENDED**  
**BY STAFF:** The City Manager recommends approval of the Bryant Miller Olive representation disclosure.

**ATTACHMENT(S):** Email Communication between Bryant Miller Olive and City Staff  
Letter of Disclosure from Bryant Miller Olive

## Marshall-Barley, Sea

---

**From:** Thomas Trask <tom@cityattorneys.legal>  
**Sent:** Thursday, January 21, 2016 2:44 PM  
**To:** Crawford, Shane  
**Cc:** Duane D. Draper (ddraper@bmolaw.com); Tenaglia, Vincent; McGrady, Cheryl; Servedio, Aimee; Marshall-Barley, Sea  
**Subject:** FW: Madeira Beach Bank Loan - Hancock/Whitney Bank  
**Attachments:** waiver letter-trask (01081862).pdf; image001.jpg; image002.jpg; image003.jpg; image004.jpg

Shane,

I have read this letter. It is required if the City wants to use BMO as its bond counsel. I see no issue with it and would recommend that it be put on the agenda of the next regular Commission meeting in order to authorize the Mayor to sign it. Tom

Thomas J. Trask, Esquire  
Board Certified in City, County and Local Government Law  
AV Preeminent® Rated Attorney  
Tom@cityattorneys.legal  
TRASK DAIGNEAULT, LLP  
Harbor Oaks Professional Center  
1001 South Fort Harrison Avenue, Suite 201  
Clearwater, FL 33756  
(727) 733-0494 (Ext. 103) Phone  
(727) 733-2991 Fax

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**From:** Duane D. Draper [mailto:ddraper@bmolaw.com]  
**Sent:** Thursday, January 21, 2016 11:05 AM  
**To:** Thomas Trask <tom@cityattorneys.legal>; vtenaglia@madeirabeachfl.gov  
**Subject:** Madeira Beach Bank Loan - Hancock/Whitney Bank

Good morning. As we discussed, I have a law partner who serves as a board member of Hancock/Whitney Bank, which is the lender that has been recommended based on a competitive RFP process conducted by the City's financial advisor. Even though we did not conduct the procurement and my law partner does not have any involvement with the loan business of the bank, we are nevertheless required to get informed written consent of our client in situations like this. Attached is a formal letter which is set up to be signed by the Mayor following Board of Commissioners consideration. We are comfortable proceeding based on our conversation, as we discussed. If the Board of Commissioners becomes uncomfortable for whatever reason, we will make sure to facilitate a seamless transfer of the file to the replacement Bond Counsel firm.

**Duane D. Draper**  
Attorney

**Bryant Miller Olive**

One Tampa City Center, Suite 2700  
Tampa, Florida 33602  
813.222.1722 direct  
813.486.8790 cell  
813.223.2705 fax  
Email: [ddraper@bmolaw.com](mailto:ddraper@bmolaw.com)  
Web: [www.bmolaw.com](http://www.bmolaw.com)

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**Alan Gabriel**

Partner

**WEISS SEROTA HELFMAN  
COLE & BIERMAN**

200 East Broward Blvd., Suite 1900 | Fort Lauderdale, FL 33301  
P: (954) 763-4242 F: (954) 764-7770 [wsh-law.com](http://wsh-law.com) | [vCard](#)



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January 21, 2016

Thomas J. Trask, Esq.  
Trask Daigneault, LLP  
Madeira Beach City Attorney  
Harbor Oaks Professional Center  
1001 South Fort Harrison Avenue, Suite 201  
Clearwater, Florida 33756

Dear Tom:

This letter is written to you to discuss the applicability of and our obligation to consult with you regarding Rule 4-1.7 of the rules regulating The Florida Bar. Bryant Miller Olive P.A. (the "Firm") is pleased to provide ongoing Bond Counsel services to the City of Madeira Beach, Florida (the "City"). In that capacity, we have provided legal advice to the City pursuant to the scope of services contained in our existing services contract on your debt financings and refinancings, recently having been re-selected through a competitive selection process.

The City recently directed its financial advisor to send out a bank loan request for proposals to many financial institutions, to finance its Infrastructure Sales Surtax Revenue Note, Series 2016, and the City received many responses. The City, based on advice of its financial advisor, has recommended that the City accept the loan proposal of Whitney Bank d/b/a Hancock Bank (the "Bank") based on the lowest interest rate being offered. The responsible attorney at the Firm for the City's account is Duane Draper resident in the Firm's Tampa office. The Firm does not provide financial advice to the City. The Firm has been asked to represent the City's legal interests in connection with the proposed bank loan as its Bond Counsel. The Bank will be loaning the City money, and has or will have interests that could conflict with those of the City. Neither Hancock Holding Company nor the Bank is a client of the Firm and we do not provide legal services to either entity. As we recently communicated about, Randy Hanna, a shareholder of the Firm resident in the Tallahassee office is a member of the Board of Directors of Hancock Holding Company. The Bank is a wholly owned subsidiary of Hancock Holding Company.

Mr. Hanna has not been and will not be personally involved with the proposed bank loan. He also had no involvement and will have no role in any aspect of the involvement of the

Thomas J. Trask, Esq.  
January 21, 2016  
Page 2

Bank with the proposed bank loan (except with respect to reviewing this conflict waiver letter). In fact, bank business transactions of the nature of the proposed bank loan would never ordinarily be known to or directly influenced by the Board of Directors of Hancock Holding Company. Nor will Mr. Hanna receive any direct financial benefit or detriment from the proposed bank loan either as a director of Hancock Holding Company or as a shareholder of the Firm, except that the proposed bank loan may unsubstantially and immaterially affect the general finances of Hancock Holding Company or the Firm. Nevertheless, in addition to having no involvement, Mr. Hanna will be screened from all confidential information of the City to which the firm is exposed by reason of the proposed bank loan.

Based on this disclosure, we are asking that City consent to this representation. The rules regulating The Florida Bar prohibit an attorney, or the firm with which he is associated, from representing a client if there is a substantial risk that the representation would be materially limited by the attorney's own interests or if there is a risk to confidential information. In this case, Mr. Hanna has such an interest in his capacity as a director of Hancock Holding Company. Because the City is a sophisticated entity with access to experienced and independent counsel, we are confident that the City is well aware of these principles, including the type and extent of risks involved. However, should you wish to discuss this in more detail, please do not hesitate to contact me. As you know, this kind of conflict of interest may be waived by the City if the lawyer reasonably believes that he or she will nevertheless be able to competently and diligently represent the City's interests and the City gives informed consent confirmed in writing. I believe that I will be able to competently and diligently represent the City's interests in this situation.

At this juncture, we do not feel comfortable proceeding without securing the consent and approval from the City relative to the conflict described above. We have already received a conflict waiver from the Bank. So that we might move forward with your approval, we ask that you execute this letter and return by email or first class mail a copy of your counterpart to us for our file.

Sincerely,

A handwritten signature in cursive script, appearing to read "Thomas J. Trask".

Thomas J. Trask, Esq.  
January 21, 2016  
Page 3

Madeira Beach, Florida:

For the purposes of Rule 4-1.7 of the Rules regulating The Florida Bar, the undersigned on behalf of the City of Madeira Beach, Florida consents to the provision by Brant Miller Olive P.A. of services outlined herein.

---

Name: Travis Palladeno  
Title: Mayor  
Date: February 9, 2016



## MADEIRA BEACH BOARD OF COMMISSIONERS

### February 5, 2016 – Agenda Report

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<b><u>FROM:</u></b>	Marci Forbes, Deuel & Associates Engineering
<b><u>SUBJECT:</u></b>	<b>APPROVAL OF PROPOSED FLORIDA DEPARTMENT OF EMERGENCY MANAGEMENT (DEM) FEDERALLY FUNDED SUBGRANT AGREEMENT – FMA 2014-006 – WITH THE CITY OF MADEIRA BEACH</b>
<b><u>BACKGROUND:</u></b>	<p>Pursuant to the federally funded subgrant agreement, executed November 11, 2015, between the Florida Department of Emergency Management (FDEM) and the City of Madeira Beach, the City is executing their Flood Mitigation Assistance Agreement with three of the seven recipients awarded in grant 2014-006.</p> <p>Due to the Privacy Act of 1974, FEMA does not allow the publication of personal information related to the homeowners and their addresses. As such, the full agreements are not provided as attachment but have been reviewed by the City Attorney in preparation for execution by the City Manager. An example agreement has been attached with all personal information removed.</p>
<b><u>FINANCE REVIEW:</u></b>	<p>The adopted budget includes two funding components related to flood mitigation projects, both of which are reimbursable: consulting services totaling \$133,000, and construction reimbursements totaling \$2,583,900.</p> <p>Finance staff will request immediate reimbursement following any cash outlay relating to the three recipients' properties. Short-term cash balance will be negatively impacted, but there is no anticipated impact to fund balance.</p>
<b><u>RECOMMENDED BY STAFF:</u></b>	Staff recommends approval of the Flood Mitigation Assistance Agreement with three of the recipients awarded in grant 2014-006.
<b><u>ATTACHMENT(S):</u></b>	Sample Agreement with Personal Information Removed

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**FLOOD MITIGATION ASSISTANCE AGREEMENT**

**THIS AGREEMENT** ("Agreement") is made and entered in this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the City of Madeira Beach, a municipal corporation of the State of Florida ("City"), and \_\_\_\_\_, Madeira Beach, FL 33708, hereinafter referred to as ("Owners").

**WITNESSETH:**

**WHEREAS**, the City is a municipal corporation established under the Florida Constitution and the Laws of Florida, and is authorized to among other things accept and administer grants from state and federal authorities to enhance the quality of life in the City; and

**WHEREAS**, the United States Congress, through an appropriation to the Federal Emergency Management Agency ("FEMA"), has made available to the State of Florida Division of Emergency Management ("DEM"), Flood Mitigation Assistance Project ("FMAP") funds for flood mitigation projects; and

**WHEREAS**, the Owners in conjunction with the City, have submitted an application to the DEM for FMAP funds to assist in the reconstruction of the Owners' residence located at \_\_\_\_\_, \_\_\_\_\_, Madeira Beach, FL 33708 ; and

**WHEREAS**, DEM has approved the Owners' application; and

**WHEREAS**, the Board of Commissioners has approved acceptance of a grant from DEM in the amount of (\$1,518,243.37) One Million Five Hundred Eighteen Thousand Two Hundred Forty Three Dollars and Thirty Seven Cents for seven different property sites of which FEMA will pay (\$226,292.89) Two Hundred Twenty Six Thousand Two Hundred Ninety Two Dollars and Eighty Nine Cents ("Grant") at the above referenced address and has authorized the City Manager to execute a Federally Funded Subgrant Agreement ("Project Agreement") with DEM to effectuate distribution of the Grant funds to the Owners; and

**WHEREAS**, the Owners represent that they possess the requisite skills, knowledge, qualifications, and experience to provide the services identified herein and that they will perform their duties as set out in the Project Agreement and this Agreement.

**WHEREAS**, the Owners are aware of the contents of the Project Agreement between the City and DEM, and other conditions and requirements of FEMA, and DEM concerning the Grant.

**NOW, THEREFORE**, the parties, in reliance upon the foregoing recitals and in consideration of the mutual promises and covenants contained herein, agree as follows:

1. **RECITALS.** The statements contained in the recitation of facts set forth above are true and correct and are hereby incorporated in and made part of this agreement.

2. **PURPOSE.** The purpose of this Agreement shall be to set forth duties of the *City* and the *Owners* in regard to the Flood Mitigation Assistance Project (“Project”) described in the Project Agreement, which is attached hereto as “Exhibit A” and made a part hereof by reference.
3. **CITY’S DUTIES.**
  - A. The *City*’s duties under this Agreement are limited to assisting in making the application for matching fund reimbursements in accordance with the Project Agreement, and if disbursing funds received as reimbursements to the *Owners*.
  - B. The *City* shall process the *Owners*’ request for reimbursement from the Grant in accordance with the Project Agreement. The *City* shall have no liability to the *Owners* for reimbursement claims, which are rejected by DEM for any reason, nor shall the *City* be liable for any failure of the *Owners* to receive the maximum amount under the Project Agreement.
  - C. *City* shall cooperate with *Owners* to achieve the goals and objectives set out in this Agreement.
4. **RIGHT TO ENTER AND INSPECT.** The *City* reserves the right to visit any project site used by the Contractor under any part of the Project funded under this Agreement, at any reasonable time, for the purpose of making inspections including a review and analysis of the financial or service records of the Contractor pertaining to this Agreement.
5. **THE OWNERS’ DUTIES.** The *Owners*’ shall:
  - A. Purchase all goods and services necessary to carry out their responsibilities hereunder within twelve (12) months from the date of execution of the Project Agreement by both parties (the *City* and the DEM), in accordance with their Application for FMAP funds which is attached hereto as “Exhibit B” and incorporated herein by reference, the Project Agreement, and this Agreement, and provide the *City* with sufficient documentation in accordance with the rules of DEM and/or FEMA to enable the *City* to seek reimbursement for those costs and expenses authorized by the Project Agreement on behalf of the *Owners* and to make such reports as may be required by the Project Agreements.
  - B. Use Grant funds in accordance with the Project Agreement and assumes and performs all of the duties and responsibilities for which the *City* may be obligated under the Project Agreement, except as otherwise specified herein. If the *Owners* use any funds provided from the Grant for any purpose other than authorized under this Agreement or the Project Agreement, the *Owners* shall repay such funds to DEM or, in the event the *City* has made such payment to DEM, then the *Owners* shall make payment to the *City*.
  - C. Provide such other funding as may be necessary to complete, its duties and responsibilities under this Agreement.
  - D. Be responsible for the administration of contracts, funded by Grant or otherwise, entered into by and between the *Owners* and any persons or entities for the acquisition of materials or the performance of services in connection with the activities and programs consistent with the purposes of this Agreement to the extent authorized by the law. The *Owners* shall establish and maintain records to document the costs incurred by them in connection with the project.
  - E. Be liable for repayment of any funds demanded by DEM notwithstanding whether the demand is made to the *City* or directly to the *Owners*.

- F. Not deviate from the approved project(s) and the terms and conditions of the Project Agreement and this Agreement.
  - G. Comply with any and all applicable codes and standards in performing the work under this Agreement and the Project Agreement.
  - H. Certifies the structure proposed for assistance from the Project Agreement and this Agreement is currently covered by a flood insurance policy and shall remain so insured as a condition of receipt of this assistance.
  - I. Use design, construction methods, and materials, which are provided, codified, recognized, fall under standard or acceptable level of practice, or otherwise determined to be generally acceptable by the design and construction industry.
  - J. Cooperate with the *City* to achieve the goals and objectives set out in this Agreement.
6. **TERM.** The term of this Agreement (“Term”) shall commence following complete and full execution of this Agreement by the parties hereto and shall end twelve (12) months from the date of execution of the Project Agreement by both parties (the *City* and the DEM).
7. **THE OWNERS’ INDEMNIFICATION AND RELEASE.** The *Owners* shall indemnify and hold harmless, assume legal liability for and defend *City* and its officers, employees, agents, and servants, whether they be current or former, from and against any and all actions, claims, liabilities, losses, costs and expenses, in law or equity, including but not limited to attorney’s fees at trial and appellate levels, reasonable investigative and discovery costs, court costs or claims for:
- A. Bodily injury or death and for loss of or damage to property, of every kind and nature whatsoever, which in any manner directly or indirectly may arise or be alleged to have arisen, or resulted or alleged to have resulted from the negligent acts or omissions or other wrongful conduct of the *Owners*, their employees, contractors, and agents in connection with the *Owners’* performance pursuant to this Agreement.
  - B. Default on the Project Agreement or other contracts executed by the *Owners* in furtherance of this Agreement.
  - C. Claims arising out of or connected with the *Owners’* performance under this Agreement. This subparagraph “C” shall survive expiration of this Agreement.
8. **RECORDS.** All contracts, correspondence, memoranda, and other documents accumulated, acquired, prepared or received by the parties hereto created by this Agreement shall be maintained as public records to the extent required by law. Accountings, audits, and other financial records of the *Owners* relating to the expenditure of the *City’s* funds, or copies thereof, to the extent required by law shall also be maintained as permanent public records.
9. **NO THIRD PARTY BENEFICIARIES.** This Agreement shall inure to the benefit of the parties to this Agreement and is for the exclusive benefit of said parties.

**This Agreement shall not be deemed to be made for the benefit of any other entity or person not so specified.**

10. **COMPLIANCE WITH FEDERAL, STATE, COUNTY, AND LOCAL LAWS.** The parties shall comply with all federal, state, county, and local laws, regulations, ordinances, and health and safety rules and regulations at all times.

- 11. GOVERNING LAW AND VENUE.** This Agreement is to be constructed in accordance with the laws of the State of Florida. Venue for any cause of action or claim asserted by either party hereto brought in state courts shall be in Pinellas County, Florida. Venue for any action brought in Federal court shall be in the Middle District of Florida, Tampa Division, unless a division shall be created in *City* in which case action shall be brought in that division.
- 12. AMENDMENTS.** This Agreement may be altered, amended, modified or revised only by a written instrument subsequently executed by the parties of this Agreement.
- 13. ENTIRE AGREEMENT.** This Agreement constitutes the complete, full and wholly independent agreement among the parties to this Agreement with regard to the matters contained herein. This Agreement also supersedes all prior representation, statements, and understandings among the parties to this Agreement with respect to the matters and things addressed herein.
- 14. SEVERABILITY.** Should any section or part of any section of this Agreement be rendered void, invalid, or unenforceable by any court of law, for any reason, such a determination shall not render void, invalid, or unenforceable any other section or any part of any section in this agreement.
- 15. NOTIFICATION.**
- A. All notices, requests, demands, or other communications hereunder shall be in writing and shall be deemed to have been served as of the delivery date appearing upon the return receipt if sent by certified mail, postage prepaid with return receipt requested at the address listed below, or upon the actual date of delivery, if hand delivered, to the address below:
- |   |   |
|---|---|
| <p>To:           <b>City</b><br/> City of Madeira Beach<br/> 300 Municipal Drive<br/> Madeira Beach, FL 33708</p> | <p>To:           <b>Owners</b><br/> <br/> Madeira Beach, FL 33708</p> |
|---|---|
- B. The parties shall give the other party prompt notice of any claim coming to its knowledge which directly or indirectly affects the other party.
- 16. WAIVER.** No act of omission or commission of either party, including without limitation, any failure to exercise any right, remedy, or recourse, shall be deemed to be a waiver, release, or modification of the same. Such a waiver, release, or modification is to be effected only through a written modification to this Agreement.
- 17. APPROVAL.** This Agreement is subject to approval of the *City* Board of Commissioners.
- 18. FUNDING.** The sole source of *City* funding for this Agreement, including, but not limited to the obligations set forth in paragraph 3 of this Agreement, shall be from the Grant. The *City* is under no obligation to provide funds from any other source. The *Owners* shall be solely responsible for all other funds necessary to complete the Project.

- 19. **HEADINGS.** The paragraph headings are inserted herein for convenience and reference only, and in no way define, limit or otherwise the scope or intent of any provisions hereof.
- 20. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which may be executed by less than all of the parties to this Agreement, but all of which shall be construed together as a single instrument.
- 21. **ASSIGNMENT.** This Agreement may not be assigned by either party without the consent of the other, which consent shall be at the sole discretion of the party whose consent is required.
- 22. **CONTRACTING.** The parties contemplate that the *Owners* may contract with third parties to carry out their duties and responsibilities under this Agreement. Such contracting shall be permitted; provided the *Owners* shall at all times remain liable for performing its duties and responsibilities under this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this instrument on the date first above written.

**WITNESSES:**

**"OWNERS"**

\_\_\_\_\_  
Signature of Witness #1  
Printed Name: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Witness #2  
Printed Name: \_\_\_\_\_

**STATE OF FLORIDA  
COUNTY OF PINELLAS**

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ who is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of Florida  
Printed Name: \_\_\_\_\_  
Commission No. & Exp. Date: \_\_\_\_\_

**WITNESSES:**

**"CITY"**

\_\_\_\_\_  
Signature of Witness #1

\_\_\_\_\_  
Shane Crawford, City Manager

Printed Name: \_\_\_\_\_

\_\_\_\_\_  
Signature of Witness #2

Printed Name: \_\_\_\_\_

**STATE OF FLORIDA  
COUNTY OF PINELLAS**

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_, by \_\_\_\_\_ who is personally known to me or has produced  
\_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of Florida

Printed Name: \_\_\_\_\_

Commission No. & Exp. Date: \_\_\_\_\_



MADEIRA BEACH BOARD OF COMMISSIONERS

February 2, 2016 – Agenda Report

FROM: Sea S. Marshall-Barley, Administrative Support Specialist

SUBJECT: RESOLUTION 2016-03: FEE SCHEDULE UPDATES

BACKGROUND:

At the January 26th BOC Workshop, the Board of Commissioners was presented with a list of proposed changes to the Fees and Collection Procedure Manual. The consensus was to bring these proposed changes for formal approval at the next BOC Regular Meeting.

The following is a list of the amended schedule:

BUILDING DEPARTMENT – Frank DeSantis, CBO

The proposed changes are designed to help recoup some of the costs from dropped and/or abandoned permits. There are often times that people will apply for a permit, that permit will be processed, and no one comes to pick it up. The City has processed a permit that doesn't recover any costs.

All the fees listed below would be collected at the time of the submitted permit application and would be non-refundable. This section also clarifies the definition of what properties would be considered either residential or commercial based on the language from the 2014 Florida Building Code.

The proposed changes to Article II., Section I. are listed below:

- (1) Base Fee Permit Application Fee (Non-refundable) – All fees shall be collected at the time of the submitted permit application. This is a non-refundable application fee in addition to any other applicable fees listed in Article II, Section I.

Table with 2 columns: Fee Description and Amount. Rows include: Total Project Value \$1,000.00 or less (\$25.00 plus Valuation Fee), Total Project Value greater than \$1,000.00 (\$50.00 plus Valuation Fee), Residential (less than \$1,000 valuation amount) (\$25.00), Residential (greater than \$1,000 valuation amount) (\$50.00), Residential/Commercial (less than \$1,500 valuation amount) (\$25.00), Commercial (\$100.00). Includes notes on 'Maintenance' and 'Change-Out' applications.

Planning & Zoning, and Building Department

Definitions of “residential” and “commercial” are based on the 2014 Florida Building Code:

“Residential building” shall mean any “one- and two-family dwelling” or portion thereof, including “townhouses”, that is used, or designed or intended to be used for human habitation, for living, sleeping, cooking or eating purposes, or any combination thereof, and shall include accessory structures thereto.

“Commercial”; For this code, all buildings that are not included in the definition of “Residential buildings”.

**FINANCE DEPARTMENT** – Vincent M. Tenaglia, MPA, CPFO

There is only one update from the Finance Department in regards to the addition of a convenience fee for all credit card transactions at the front desk. The proposed change to Article III is listed below:

- A. Credit card transaction convenience fee.....\$3.00
- B. Indebtedness searches.....\$50.00
- C. Recording of documents..... first page \$10, additional pages \$8.50 each

**RECREATION DEPARTMENT** – Doug Andrews

There are two major updates to the Recreation Fees in Article V., Section A. (Recreation) and Section E. (Special Events). There have been some increases to the individual weekly rates as well as some minor amendments to the name of certain fees.

The most significant update is in regards to the Special Events fees. This update would establish fees such as facility rentals, facility fees added to tickets, and additional clean-up and support fees. A separate resolution to establish rules and regulations for any events on City-owned property (parks, beaches, facilities, etc.) is also an item that we can discuss with these updates as well.

The updates to Article V., Sections A. (Recreation) and E. (Special Events) are listed below:

*Recreation Updates:*

- (4) Summer Camp Program. **\*All payments are due prior to camp attendance.\***

Resident Rates by Session

Five Week Session 1.....\$375.00

Five Week Session 2.....	\$375.00
Full Ten Week Summer Session.....	\$750.00
Individual Weekly Rate.....	<del>\$110.00</del> \$120.00

Nonresident Rates by Session

Five Week Session 1.....	\$500.00
Five Week Session 2.....	\$500.00
Full Ten Week Summer Session.....	\$1,000.00
Individual Weekly Rate.....	<del>\$140.00</del> \$150.00

City employee..... *Free of charge*

Deposit to hold child's place.....\$25.00

*\*Deposits to hold child's place will be applied to current balance.*

(5) Sibling Discounts.

Discount for Five Week Session Session 1 or Session 2.....-\$50.00

Discount for Ten Week Session Full Summer Session.....-\$100.00

*Special Events Updates:*

(2) Fees.

- a. Facility rental (includes use of stage and event field).....\$3,000.00 *per event*
- b. Facility fee added to the price of every ticket (paid or comp).....\$1.50 *per ticket*
- c. City Event Fees:
  - i. Trash can fee.....\$5.00 *per requested trash can*
  - ii. Dumpster fee with single pick-up.....\$500.00
  - iii. Other fees including but not limited to additional City Staff personnel costs, such as EMT support through Madeira Beach Fire Department, etc.
- d. **Mandatory Non-City Fees.** The required used of Pinellas County Sheriff's Deputies will be negotiated directly with the Pinellas County Sheriff's Office. It is the **sole responsibility of the applicant** to secure the appropriate number of deputies as required by the Sheriff's Department.
- e. Other Non-City Fees. Other fees included but not limited to Madeira Beach City Centre and field clean-up, additional civilian security, and

vehicle parking professionals shall be the **sole responsibility of the applicant.**

**PUBLIC WORKS – Captain Dave Marsicano**

The only fee changed in the Article VI. Public Works was the deletion of fees in regards to removal service fees for compacting – a service that the City no longer offers. The updates for Article VI. are listed below:

- (d) Commercial. All offices and business establishments required to have a local business tax receipt are hereby classified commercial. A commercial rate for the collection of garbage and trash is hereby established to be in accordance with the following schedule:

<b>BULK CUSTOMERS (Res. 07.14, 06/26/07)</b>			
<b>Containers—Compacting</b>	<b>2-Cubic Yards</b>	<b>2½-Cubic Yards</b>	<b>3-Cubic Yards</b>
Service twice per week, per month	\$205.00	\$260.00	\$310.00
Each additional service, per month	\$102.50	\$130.00	\$155.00

**MARINA – Captain Dave Marsicano**

The Madeira Beach Municipal Marina fees were originally not consistent in their application of sales tax (some figures were base fees and others included the sales tax). This update is included to standardize the fees in this section. One fee for monthly boat lift rentals was also added. The updates for Article VII. Are listed below:

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

- (1) Transient wet slip.....\$1.40/foot/day
- (2) Small boat transient wet slip.....\$0.93/foot/day
- (3) Transient dry storage.....\$15.00 \$14.02/day  
On holidays and/or weekends.....\$20.00 \$18.69/day
- (4) Monthly transient dry storage.....\$140.19/month
- (5) Monthly boat lift rental.....\$14.05/foot
- (6) Monthly wet slip for non-liveaboard.....\$8.41/foot
- (7) Monthly wet slip for commercial non-liveaboard.....\$10.28/foot
- (8) Monthly wet slip for liveaboard.....\$14.02/foot
- (9) Monthly dry storage.....\$130.84

- (10) Monthly dry storage of recreational vehicles and motor homes  
(limited to Madeira Beach residents).....\$87.62
- (11) Monthly storage for non-motorized boats such as a kayak, canoe,  
and small boat that can be carried by one  
person.....~~\$25.00~~ **\$23.36**
- (12) Boat Ramp Fee:
  - Launch.....\$1.87
  - Launch and park.....\$9.35
- (13) Late Fee.....\$30.00

**BUDGETARY**

**IMPACT:** N/A

**RECOMMENDED** Staff recommends approval of Resolution 2016-03.  
**BY STAFF:**

**ATTACHMENT(S):** Resolution 2016-03  
Resolution 2016-03 "Exhibit A" – Fees and Collection Procedure Manual

## RESOLUTION 2016-03

**A RESOLUTION OF THE CITY OF MADEIRA BEACH, FLORIDA AMENDING THE CITY OF MADEIRA BEACH FEES AND COLLECTION PROCEDURE MANUAL TO REFLECT THE FEE REVISIONS TO ARTICLE II (COMMUNITY SERVICES), ARTICLE III (FINANCE), ARTICLE V (RECREATION), ARTICLE VI (PUBLIC WORKS), AND ARTICLE VII (MARINA); AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Madeira Beach Fees and Collection Schedule is periodically reviewed by staff to determine if any revisions are deemed necessary; and

**WHEREAS**, the Building Official, Assistant City Manager/Finance Director, Events & Recreation Director, and Public Works/Marina Director deemed it necessary to revise certain fees that were currently adopted; and

**WHEREAS**, the Board of Commissioners did agenda and discuss at a public hearing the proposed amendment to the Fees and Collection Procedure Manual; and

**WHEREAS**, at the conclusion of City Staff presentation and a public hearing concerning the amendment, the Commission did find that the adjustment to the aforementioned fees would benefit the City by helping staff be more efficient and effective;

**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 amends the City of Madeira Beach Fees and Collection Procedure Manual, Article II (Community Services), Section 1 to incorporate a non-refundable permit application fee based on zoning and project valuation.

SECTION 2. That the City of Madeira Beach Board of Commissioners amends the Fees and Collection Procedure Manual, Article III, Section A to incorporate a credit card transaction fee.

SECTION 3. That the City of Madeira Beach Board of Commissioners amends the Fees and Collection Procedure Manual, Article V, Section A to increase the individual weekly rates for the Summer Camp Program and Section E, to add Subsection 2 (Fees) for Special Events.

SECTION 4. That the City of Madeira Beach Board of Commissioners amends the Fees and Collection Procedure Manual, Article VI (Public Works), Section D to remove fees associated with bulk compacting removal services since they are no longer offered by the City.

SECTION 5. That the City of Madeira Beach Board of Commissioners amends the Fees and Collection Procedure Manual, Article VI (Marina), Section B, to standardize the Marina fees to reflect the fee amounts before any applicable sales taxes.

SECTION 6. That Exhibit A of this resolution displays the amended "City of Madeira Beach Fees and Collection Procedure Manual".

SECTION 7. That a copy of this Resolution and the revisions to the Fees and Collection Procedure Manual will be provided to all the administrative employees of the City.

SECTION 8. That this Resolution shall take effect immediately upon its adoption.

INTRODUCED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH,  
THIS 9<sup>TH</sup> day of FEBRUARY, 2016.

\_\_\_\_\_  
TRAVIS PALLADENO, Mayor

ATTEST:

\_\_\_\_\_  
AIMEE SERVEDIO, City Clerk



City of Madeira Beach

# Fees and Collection Procedure Manual

Revised through Resolution 2016-03

Office of the City Clerk  
2/9/2016



**FEES AND COLLECTION PROCEDURE MANUAL**

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\*Cross references: Any ordinance, resolution or motion which establishes, sets fixes any rates, charges, permit fees or license fees saved from repeal, § 1-11(6); any ordinance providing for local improvements and assessing taxes therefore saved from repeal, § 1-11(12); taxation, Ch. 62.

Note: Those documents that require a twenty cent \$0.20 and/or \$1.00 per page filing fee obligated by Resolution 2014-12 are indicated by an ‡

---

**ARTICLE I. CITY CLERK’S OFFICE**

A. Research assistant, transcription and records custodial service. Recognizing that all public records and documents, subject under state law to inspection by members of the public, at reasonable times and under reasonable circumstances, should be produced and made available to the public promptly and without charge, when specifically identified by request. There is, except where services may be required by other public agencies, to be charged by all departments, hereby established for the following described services, the cost allowed per F.S. § 119.07

- (1) All transcription of tapes or other records not subject to duplication by photocopy and tape monitoring.
- (2) Inordinate time (usually defined as more than two hours per week, per request) consumed in records research assistance and/or records custodial service necessary to insure the integrity of public records.

B. Publications. For each printed publication for which a fee or charge is not otherwise prescribed, the city manager is hereby authorized to establish a charge therefore sufficient to recover the cost to the city of compiling and printing each printed publication.

C. Records pursuant to F.S. § 119.07(1)(a). Generally: As of 12/03/1996:

- (1) One-sided copy, each page ..... \$0.15
  - (2) Two-sided copy, each page ..... \$0.20
  - (3) Certified copy, each page ..... \$1.00
  - (4) Notary public: Pursuant to F.S. § 117.05(2); each notary act (not to exceed \$10.00).. \$5.00
- (Res. 04.02, 01/27/04; Res. 09.10, 09/21/09)

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

*(Res. 2013-50, 10/08/2013)*

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**ARTICLE II. COMMUNITY SERVICES**

‡A. Special Magistrate Hearings. Fees for Special Magistrate Hearings shall be as follows:

- (1) Zoning variances for residential dwelling units (one, two or three units) .....\$350.00 per variance
- (2) Zoning variances for multifamily, tourist dwellings or commercial .....\$350.00 per variance
- (3) Special exception use .....\$300.00
- (4) Appeal of decision (appeal is refundable, if decision is overruled) .....\$500.00
- (5) After-the-fact variance .....\$500.00

*(Res. 07.14, 06/26/07; 05.20-09/14/05, 04.08-06/22/04, Code 1983, § 19-502; Ord. 936, § 1, 2-20-01; Ord. 953, § 2, 11-13-01)*

‡B. Platting.

- (1) Review of construction drawings .....\$250.00
- (2) Replat ..... \$250.00, plus recording fees
- (3) Final ..... \$250.00, plus recording fees
- (4) Amendment to a Plat. ....\$250.00, plus recording fees
- (5) Minor Subdivision ..... \$50.00, plus recording fee
- (6) Lot Line Adjustments ..... \$50.00, plus recording fee
- (7) Unity of Title ..... Recording fee
- (8) Rescission of Unity of Title ..... \$200.00, plus recording fee

*(Res. 07.14, 06/26/07; 04.02, 01/27/04)*

‡C. Vacation.

- (1) Right-of-way ..... \$300.00, plus advertising cost, notification cost, and recording fee.
- (2) Easement..... \$300.00, plus advertising cost, notification cost, and recording fee.

*(Res. 07.14, 06/26/07; 04.02, 01/27/04)*

‡D. Site Plan.

- (1) Preliminary site plan .....\$100.00
- (2) Residential.....\$300.00 1st submittal, \$150.00 for each additional submittal
- (3) Non-residential .....\$300.00 1st submittal, \$150.00 for each additional submittal

*(Res. 07.14, 06/26/07; 04.02, 01/27/04)*

‡E. Rezoning.....\$1,000.00

*(Res. 04.02, 01/27/04)*

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‡F. Planned Development modifications

- 1. Minor .....\$100.00
- 2. Major .....\$750.00

(Res. 07.14, 06/26/07)

‡G. Land use plan amendment.....\$1,000.00

(Res. 07.14, 06/26/07; 04.02, 01/27/04)

‡H. Special Agreement(s)

- (1) For Board of Commissioners’ approval.....\$300.00  
*Plus City Attorney’s legal fees and recording fees i.e., Encroachment(s); Connection to the Boardwalk; Use of City parking area, etc.*
- (2) For Administrative review and approval..... Applicant must pay all legal and recording fees

(Res. 10.12, 07/20/10; 07.14, 06/26/07)

‡I. Building Permit Fee Schedule.

The following building permit fee schedule shall be used when issuing a permit for any type of construction including, but not limited to, the following: Commercial, Residential, Single Family or Multi-Family for Building, Mechanical, Plumbing, Gas, Fire Roofing, Swimming Pools, Aluminum Structures, Interior or Exterior remodeling, Accessory Structures, Additions, Fuel Tanks, Alarms, Sprinklers, Driveways, Signs, Docks, Seawalls, Walls and Fences, Sheds, Infrastructure or Excavation, or any other type of construction under the Florida Building Code.

- (1) Permit Application Fee (Non-refundable) – All fees shall be collected at the time of the submitted permit application. This would be a non-refundable application fee in addition to any other applicable fees listed in Article II, Section I.

Residential (less than \$1,000 valuation amount).....	\$25.00
Residential (greater than \$1,000 valuation amount).....	\$50.00
Residential/Commercial (less than \$1,500 valuation amount).....	\$25.00
Includes ‘Maintenance’ and/or ‘Change-Out’ applications (i.e. hot water Heater replacement, new door/window, etc.)	
Commercial.....	\$100.00
Includes any applications for plan review and permitting from Fire, Planning & Zoning, and Building Department	

Definitions of “residential” and “commercial” are based on the 2014 Florida Building Code:

*“Residential building” shall mean any “one- and two-family dwelling” or portion thereof, including “townhouses”, that is used, or designed or intended to be used for human habitation,*

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*for living, sleeping, cooking or eating purposes, or any combination thereof, and shall include accessory structures thereto.*

*“Commercial building”; For this code, all buildings that are not included in the definition of “Residential buildings”.*

*(Res. 2016-03, 02/09/2016)*

(2) Valuation Fee

2% of Total Project Value (includes permits, inspections, plan review, other review related fees)

(3) Florida Surcharge Fee

3% of the Building Permit fee as required by Florida Law

‡(4) Miscellaneous Fees

After the Fact Permit: Shall be double the normal fees; for any subsequent construction by the same contractor, “After the Fact” permits shall be up to ten (10) times the normal fee per the Florida Building Code.

Certificate of completion .....	\$50.00
Change of contractor (all trades).....	No fee
Civil review related to building permit.....	No fee first review
Additional civil reviews relating to building permit.....	\$100.00 per review
Construction trailer.....	No fee
Demolition of structure.....	\$50.00
Moving of structure.....	\$50.00
Permit extension.....	No fee
Plan revision .....	\$100.00
Red tags.....	\$25.00 per tag
Replacement of placard card.....	No fee
Stop work order.....	\$25.00
Temporary power pole.....	No fee
Tent permit.....	\$25.00
Tree removal permit .....	\$50.00

- (5) Verification Fee. An administrative fee charged to any nonresident contractor or subcontractor who does not have a permanent business located within the city and therefore not required to have a local business tax receipt from the city but desires to do work within the city. For the purpose of this section, the terms "contractor" or "subcontractor" shall be identified as those listed under the City Code, Chapter 62, subsection 62-60(37). This fee covers the costs associated with verifying that the contractor or subcontractor has met the minimum standards necessary to assure the public health, safety and welfare of our citizens and that the public interest of the city is protected. This verification includes but is not limited to state mandated licenses, competency, liability and worker's compensation insurance, and a local business tax receipt. Such verification shall be sufficient to allow the contractor or subcontractor to engage in work within the city until September 30 following the date of registration at which time the registration will expire. Contractors or subcontractors regulated by the state department of business

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and professional regulation, as noted in F.S. § 205.065, are required to register with the county construction licensing board and are therefore exempted from this fee.

Verification fee.....\$20.00

**(6) Refunds**

No refunds on permits unless such permit were issued in error on the part of the City. There shall be no refund of fees if work had commenced or if the permit is 90 days or older.

**(7) Miscellaneous Items**

At the discretion of the Building Official all construction related activities that do not qualify under one of the trades (Building, Mechanical, Electrical, Plumbing, and others) may be classified as miscellaneous. A permit for such activity may or may not be required at the discretion of the Building Official. An appropriate related fee shall be set by the Building Official for such miscellaneous permit.

**(8) Rental Inspection Fees**

Initial application .....\$40.00  
 Annual license renewal .....\$15.00  
 Initial Inspection ..... \$50.00 *per unit*  
 Annual inspection.....\$70.00 *per unit*  
 Special consultation (*as needed; by request*).....\$100.00  
 Re-inspection fee for every inspection after second if failure to  
 correct violation(s) is due to owner/manager negligence ..... \$100.00

\*Ten percent (10%) penalty for failure to submit a timely renewal fee during first month of delinquency; an additional five percent (5%) penalty for each month of delinquency thereafter.

‡J. FEMA Application Fees.

- (1) Non-refundable fee for the preparation and submittal of a Flood Mitigation Assistance grant application or a Severe Repetitive Loss grant application ..... \$500.00
- (2) Additional fee due prior to approval of the Flood Mitigation Assistance Agreement and the Flood Mitigation Assistance Project Agreement by the Board of Commissioners.  
 This fee is refundable if the agreements are not approved .....\$1,000.00  
 (Res. 07.22-10/23/07; 07.17-08/28/07; 06.29-11/28/06; 05.20-09/14/05; 04.08-06/22/04)

‡K. Solicitor's permit

A \$10.00 fee shall be required for a solicitor's permit for any business with a current City of Madeira Beach Local Business Tax Receipt.

A \$100 fee, plus \$20 per additional person participating in the canvassing / soliciting in the City shall be required for a solicitor's permit for a business which does not carry a current City of Madeira Beach Local Business Tax Receipt. (Res. 07.23-12/11/07)

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- ‡L. Alcoholic Beverage Request.....\$300.00  
 A \$300 deposit shall be required with the submittal of an alcoholic beverage application.  
 (Res. 2012-14 9/5/2012)
  
- ‡M. Dog Dining Request.....\$75.00  
 A \$75 fee shall be required for both the initial application and subsequent annual renewals requesting to allow dogs in specified outdoor area(s) of a food service establishment during operating hours. This fee shall offset the City’s cost to administer, review and inspect such request. This fee shall apply only to pet dogs, service animals are already permitted within business establishments by law.
  
- N. Zoning Verification Letter.....\$25.00  
 Verification in writing (formal letter on City stationery) as to the property’s zoning. This includes a copy of the related district regulations. Such letters are often requested by realtors for property closings.
  
- O. FEMA Verification Letter.....\$25.00  
 Verification of FEMA flood zone in writing (formal letter on City stationery).
  
- P. Zoning/Land Development Regulation Interpretations.....\$75.00 (base fee)  
 Interpretation of land development regulations such as number of legal units existing on a property, nonconforming provisions, subdivision regulations, and the like. Such request would include up to one hour of research and include the preparation of a written interpretation. Additional research time shall be charged at the employee’s hourly rate plus benefits on a time for time basis.
  
- Q. FEMA/Floodplain Ordinance Interpretations.....\$75.00 (base fee)  
 Interpretation of the City’s Floodplain Ordinance beyond the verification of the specific flood zone and the basic requirements related to that zone. Such request would include up to one hour of research and include the preparation of a written interpretation. Additional research time shall be charged at the employee’s hourly rate plus benefits on a time for time basis.
  
- R. Unaddressed Research Requests..... \$35.00 (base fee)  
 Request for Community Development Department information and records relating but not limited to building permits, business tax records, alcoholic beverage approvals, Planning Commission records, Special Magistrate and Board of Adjustment records, Code Enforcement records, and any other records under the responsibility of the Community Development Department. Such request would cover up to one hour of research and/or data collection. Additional research/data collection time shall be charged at the employee’s hourly rate plus benefits on a time for time basis. Photocopy charges for such records are additional and are based on the City’s Fees and Collections Procedure Manual.

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**ARTICLE III. FINANCE DEPARTMENT**

- A. Credit card transaction convenience fee.....\$3.00
- B. Indebtedness searches..... \$50.00
- C. Recording of documents .....first page \$10, additional pages \$8.50 each
- D. Parking permits. Parking permits may be purchased on a weekly or monthly basis, for up to 50% of the metered parking spaces in the following city parking lots; at the fees listed below.

129th Avenue, West and Gulf Boulevard	133rd Avenue, West and Gulf Boulevard
130th Avenue, West and Gulf Boulevard	134th Avenue, West and Gulf Boulevard
131st Avenue, West and Gulf Boulevard	135th Avenue, West and Gulf Boulevard
132nd Avenue, West and Gulf Boulevard	136th Avenue, West and Gulf Boulevard
133rd Avenue, East and Gulf Boulevard	Johns Pass Park

- (1) Weekly..... \$20.00
  - (2) Monthly ..... \$60.00
- (Res. 2016-03, 02/09/2016; Res. 05.10, 03/22/05, Code 1983, § 19-513)*

- E. Parking fines and penalties. Parking fines and penalties shall be as follows:

- (1) Overtime parking..... \$25.00
  - (2) Double parking ..... \$25.00
  - (3) Parking in no parking zone ..... \$25.00
  - (4) Other improper parking ..... \$25.00
  - (5) Disabled permit .....*Sec. 66-52(c), Madeira Beach City Code*
  - (6) Delinquency fee (after 15 days) for parking tickets .....\$10.00
- (Code 1983, Ch. 19, art. VI, Res. 04.09, 08/10/04, Res. 06.29, 11/28/06)*

- F. Special event parking permit. Special event permits shall include:

- (1) Annual permit.....\$100.00 *per year*
  - (2) Daily permit.....\$25.00 *per day*
- (Res. 2014-20, 05/13/2014)*

- G. Returned/unfunded/worthless checks pursuant to F.S. § 68.065(2), as amended.

*(Res. 04.02, 01/27/04, Res. 04.09, 08/10/04)*

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**ARTICLE IV. FIRE DEPARTMENT**

**A. Fire inspection/Local Business Tax Receipt Inspections:**

**(1) PLACES OF ASSEMBLY (Posted Occupant Load)**

Up to 49 people .....	\$50.00
50-149 people.....	\$100.00
150 or more people .....	\$150.00

**RESIDENTIAL STRUCTURES, HOTEL/MOTEL, TIMESHARE, RENTALS-RESORT RENTALS**

Up to 10 units .....	\$100.00
11-20 units.....	\$150.00
21-49 units.....	\$200.00
50 or more units .....	\$350.00

**AUTOMOTIVE AND/OR MARINE SERVICE OR STORAGE FACILITIES ..... \$200.00**

**AUTOMOTIVE AND/OR MARINE FUELING FACILITIES ..... \$200.00**

**STAND ALONE SINGLE BUSINESS**

Up to 2499 sq. ft. ....	\$50.00
2500 or more sq. ft. ....	\$100.00

**MULTIPLE COMMERCIAL/BUSINESS**

Unoccupied, per suite .....	\$25.00
Occupied, per suite .....	\$50.00

**STORAGE FACILITIES**

Up to 4999 sq. ft. ....	\$100.00
5000 or more sq. ft. ....	\$200.00

**(2) Subsequent fee for each return inspection necessary to gain compliance ..... \$30.00**

**(3) Commercial self-inspection, filing fee per address..... \$20.00**

**B. Fire Plan Review and Inspection**

Base Fee for buildings up to and including 10,000 sq. ft. .... \$100.00

Buildings over 10,000 sq ft under roof .....\$100 + \$2.00 per every additional 1,000 sq ft

**C. CPR Classes**

Resident.....	No fee
Non-resident.....	\$25.00

**D. Fire Engine Rental for Fire System Testing and/or Certification – (Res 08.10, 09/23/2008)**

First 4 hours. ....	\$1,000.00
Each additional hour.....	\$250.00 per hour

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**ARTICLE V.     PARKS & RECREATION**

*(Res. 10.05 – 3/23/10; Res. 07.14 - 06/26/07; 06.23 - 9/13/05; Res. 05.20 -09/14/05;  
Res. 09.09 - 9/21/09; Res. 2014-53 – 12/10/14; Res. 2015-09 – 03/10/15; Res.  
2015-21 – 08/11/15; Res. 2016-03; 02/09/2016; Code 1983, § 19-508)*

‡A. Recreation.

(1) Softball Registration

Sponsor located within Madeira Beach city limits .....\$350.00 *per team*

Sponsor located outside of Madeira Beach city limits .....\$400.00 *per team*

(2) Kickball Registration.....\$250.00 *per team*

(3) After School Program

Resident .....\$40.00 *per week*

Non-resident .....\$55.00 *per week*

City employee.....*Free of charge*

(4) Summer Camp Program. **\*All payments are due prior to camp attendance.\***

Resident Rates by Session

Session 1..... \$375.00

Session 2.....\$375.00

Summer Session.....\$750.00

Individual Weekly Rate.....\$120.00

Nonresident Rates by Session

Session 1..... \$500.00

Session 2..... \$500.00

Full Summer Session..... \$1,000.00

Individual Weekly Rate.....\$150.00

City employee.....*Free of charge*

Deposit to hold child’s place..... \$25.00

*\*Deposits to hold child’s place will be applied to current balance.*

(5) Sibling Discounts.

Discount for Session 1 or Session 2..... -\$50.00

Discount for Full Summer Session.....-\$100.00

(6) Contracted recreation instructors will agree to a 75%/25% contact split with the City for their services.

‡B. Recreation Center rentals. *(Res. 2014-53, 12/10/14; Res. 2015-21, 08/11/2015)*

(1) *Rental Periods.* Monday – Thursday

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- a. Refundable Damage Deposit.....\$200.00
- b. Rentals serving food and beverage
  - i. Insurance fee .....\$150.00
- c. Set-up and cleaning fees:
  - i. Set-up and cleaning fee (*under 50 attendants*) ..... \$100.00
  - ii. Set-up and cleaning fee (*over 50 attendants*) ..... \$200.00
- d. Resident Hourly Rates by Room
  - i. Boca View Hall..... \$90.00
  - ii. Ocean Walk Room..... \$35.00
  - iii. Starboard Room ..... \$35.00
  - iv. Outside Deck..... \$100.00
  - v. City Centre Room..... \$135.00
- e. Non-resident Hourly Rates by Room
  - i. Boca View Hall.....\$110.00
  - ii. Ocean Walk Room..... \$45.00
  - iii. Starboard Room.....\$45.00
  - iv. Outside Deck..... \$125.00
  - v. City Centre Room..... \$165.00

*\*Rental Hours must include set-up and breakdown for all vendors and guests. Includes use of contracted space, banquet kitchen, set-up/breakdown of tables and chair. Events after 8:00 p.m. will be charges on additional staffing fee of \$25.00 an hour. 7% sale tax not included on hourly rates.*

**(2) Rental Periods. Friday – Sunday**

- a. Refundable Damage Deposit.....\$400.00
- b. Rentals serving food and beverage:
  - i. Insurance fee..... \$150.00
- c. Set-up and cleaning fees:
  - i. Set-up and cleaning fee (*under 50 attendants*)..... \$100.00
  - ii. Set-up and cleaning fee (*over 50 plus attendants*)..... \$200.00
- d. Resident Hourly Rates by Room:
  - i. Boca View Hall.....\$100.00
  - ii. Ocean Walk Room..... \$45.00
  - iii. Starboard Room.....\$45.00
  - iv. Outside Deck..... \$120.00
  - v. City Centre Room..... \$150.00
- e. Non-resident Hourly Rates by Room:
  - i. Boca View Hall.....\$120.00
  - ii. Ocean Walk Room..... \$55.00
  - iii. Starboard Room.....\$55.00
  - iv. Outside Deck..... \$145.00
  - v. City Centre Room..... \$180.00
- f. Recreation Center – Events four (4) or more hours in length

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i. Resident Rates	
1. Four (4) hours.....	\$1,000.00
2. Six (6) hours.....	\$1,500.00
3. Eight (8) hours.....	\$2,000.00
ii. Extended Event Non-resident Rates	
1. Four (4) hours.....	\$1,200.00
2. Six (6) hours.....	\$1,800.00
3. Eight (8) hours.....	\$2,400.00
g. City Centre Room – Events four (4) or more hours in length	
i. Extended Event Resident Rates	
1. Four (4) hours.....	\$700.00
2. Six (6) hours.....	\$900.00
3. Eight (8) hours.....	\$1,100.00
ii. Extended Event Non-resident Rates	
1. Four (4) hours.....	\$900.00
2. Six (6) hours.....	\$1,100.00
3. Eight (8) hours.....	\$1,400.00

*\*Rental Hours must include set-up and breakdown for all vendors and guests. Includes use of full recreation facility, banquet kitchen, set-up/breakdown, and cleaning fee. Events after 10:00 p.m. will be charged an additional staffing fee of \$25.00 an hour. 7% sales tax not included.*

**\*20% Discounted rate on Sundays.**

**C. Park Pavilion Rentals. (Resolution 2015-09)**

**(1) Archibald Park**

a. Pavilion Rental for 4-hour block	
i. Resident rate.....	\$50.00
ii. Non-resident rate.....	\$100.00
b. Sand volleyball court for 4-hour block	
i. Resident rate.....	\$50.00
ii. Non-resident rate.....	\$100.00
c. Metered parking .....	\$1.50 per hour

**(2) John's Pass Park**

a. Pavilion Rental for 4-hour block	
i. Resident rate.....	\$50.00
ii. Non-resident rate.....	\$100.00
b. Sand volleyball court for 4-hour block	
i. Resident rate.....	\$50.00
ii. Non-resident rate.....	\$100.00
c. Metered parking .....	\$1.50 per hour

**D. Athletic Field Rentals. (Resolution 2014-53)**

**(1) Hourly resident rates by facility (7% sales tax NOT included)**

a. Softball field.....	\$20.00
b. Soccer field.....	\$20.00

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- c. Festival field.....\$30.00
  - d. Basketball court.....\$3.00
  - e. Tennis court..... \$3.00
  - f. Field preparation and lining (softball)..... \$40.00
  - g. Field preparation and lining (football/soccer).....\$20.00
  - h. Attendant fee (per staff member).....\$20.00
  - i. Rental cleaning fee.....\$20.00
  - j. Light fee..... \$10.00
- (2) Hourly non-resident rates by facility (7% sales tax NOT included)
- a. Softball field.....\$25.00
  - b. Soccer field..... \$25.00
  - c. Festival field.....\$35.00
  - d. Basketball court..... \$4.00
  - e. Tennis court..... \$4.00
  - f. Field preparation and lining (softball)..... \$45.00
  - g. Field preparation and lining (football/soccer).....\$25.00
  - h. Attendant fee (per staff member).....\$25.00
  - i. Rental cleaning fee.....\$25.00
  - j. Light fee..... \$15.00
- (3) Multi-tournament discounts. Tournaments receive resident pricing rates. Tournaments booked within one year receive multi-tournament discounts.
- a. Two (2) to four (4) tournaments/year..... 10% discount
  - b. Five (5) to eight (8) tournaments/year..... 15% discount
  - c. Nine (9)+ tournaments/year..... 20% discount

†E. Special events.

- (1) *Application Fee.* A fee of \$100.00 payable to the City as reasonable cost for processing, evaluating and issuing the permit is required. The Board of Commissioners may waive the application fee upon demonstration on non-profit status.
- (2) *Deposit.* A refundable deposit shall be payable to the City in advance of the event for damage to public property or City services incurred in direct association with the event and not identified in the original special event application approval. The Board of Commissioners may waive the deposit upon consideration of the special event application and demonstration of non-profit status. The City reserves the sole right to determine which portion, if any, of the deposit shall be returned to the applicant within 30 days after the event. Deposits shall be determined upon the estimated number of attendants at the time of application:

Attendance	Deposit Amount
75-200	\$250 per day
201-500	\$275 per day
501-1,000	\$350 per day
1,001 – 5,000	\$500 per day
5,001 – Up	\$1,000 per day

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(3) *Fees.*

- a. Facility rental (includes use of stage and event field).....\$3,000.00 *per event*
- b. Facility fee added to the price of every ticket (paid or comp).....\$1.50 *per ticket*
- c. City Event Fees:
  - i. Trash can fee.....\$5.00 *per requested trash can*
  - ii. Dumpster fee with single pick-up.....\$500.00
  - iii. Other fees including but not limited to additional City Staff personnel staff, such as EMT support through Madeira Beach Fire Department, etc.
- d. **Mandatory Non-City Fees.** The required used of Pinellas County Sheriff’s Deputies will be negotiated directly with the Pinellas County Sheriff’s Office. It is the **sole responsibility of the applicant** to secure the appropriate number of deputies as required by the Sheriff’s Department.
- e. Other Non-City Fees. Other fees included but not limited to Madeira Beach City Centre and field clean-up, additional civilian security, and vehicle parking professionals shall be the **sole responsibility of the applicant.**

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**ARTICLE VI. PUBLIC WORKS**

A. Trash, recycling, and garbage. (Res 05.20 – 09/14/2005; Res. 2015-21 – 08/19/2015; Res. 2016-03)

(1) Removal service fees. All residents, occupants, or owners of premises in the city shall be required to have accumulations of garbage, trash, garden trash, recyclable items, and noncombustible refuse removed and disposed of by the sanitation division of the city Public Works Department. For the purpose of this section a unit shall be defined as a living unit for human habitation containing kitchen facilities. Rooms in hotels, motels, motor lodges, or other transient living accommodations not having kitchen facilities shall be charged on the basis of one unit for each four rooms, or portion thereof (i.e., a facility having three rooms will be charged for one unit; a facility having five rooms will be charged for two units). The charges for garbage, recycling, and trash removal services shall be as follows:

- (a) Single-family dwelling. Single-family dwelling, per month.....\$21.83
- (b) Multiple-family dwelling:
  - Multiple-family dwelling using cans--first unit, per month/unit..... \$21.83
  - All others, per month/unit..... \$10.91
- (c) Condominiums:
  - Condominiums, per month/per unit, in addition to bulk customer container..... \$2.50
- (d) Commercial. All offices and business establishments required to have a local business tax receipt are hereby classified commercial. A commercial rate for the collection of garbage and trash is hereby established to be in accordance with the following schedule:

<b>BULK CUSTOMERS (Res. 07.14, 06/26/07)</b>			
<b>Container – Non-compacting</b>	<b>1 Cubic Yard</b>	<b>2 Cubic Yards</b>	<b>3 Cubic Yards</b>
Service twice per week, per month	\$90.00	\$140.00	\$190.00
Each additional service per week, per month	\$45.00	\$70.00	\$95.00

(e) Bulk item removal.

- i. Any item identified in section 54-33 regarding the removal of other waste and noncombustible refuse will be collected by the city, for a minimum disposal fee of \$10.00 plus \$5.00 for each item picked up.

<b>Cans</b>	<b>Two Cans</b>	<b>Three Cans</b>	<b>Four Cans</b>
Service twice per week, per month	\$25.00	\$37.00	\$50.00
Each additional service, per week, per month	\$12.50	\$18.50	\$25.00

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

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- iii. Charges for use of more than four cans will consist of multiples of the two, three or four can rates. Ultimate charges to the customer or property owner shall be based on the frequency of collection and the amount of garbage and trash generated as set forth above for each establishment. Accounts classified as multifamily dwelling, or hotel, motel or motor lodge may elect to be charged for garbage and trash removal services in conformity with the commercial rates defined in this section but in no case shall less than one can per unit be elected. It is the burden of the property owner to notify the city of such election. Those establishments electing the commercial or bulk rate shall have the option of changing the type of service by giving 30 days' notice. Requests for changes in service shall be in writing and addressed to the city. The city reserves the right to determine the number of cans, the number and size of containers and/or frequency of disposal, with applicable charges, during any period of the year, for commercial containers.
  - (f) Reserved.
  - (g) Extra service and fees. Business establishments and other establishments requiring the pickup and disposal of garbage and/or trash of an average amount greater than 80 gallons per week of garbage and one cubic yard per week of trash, must make arrangements with the city and pay proportionately greater fees required for the greater services estimated and furnished, in the same ratio and proportion.
  - (h) Bulk waste. Noncombustible refuse in excess of normal weekly limits, by either residential or commercial establishments shall be picked up at the rate of \$15.00 per hour per collection day, based on elapsed time of collection, plus allowances for disposal run and dump charges. Such charges shall also be made to homes having more than normal trash collections.
- (2) Recycling services fees.
- (a) Condominium properties shall be billed based on direct costs incurred by the City to provide recycling service through its contractual service provider.
- (3) Billing. It is the property owner's responsibility to pay charges against the property. It shall be at the discretion of the city to determine the appropriate billing party. Upon request, the city will attempt to bill tenants, but only if the owner signs a statement acknowledging his responsibility for the charges generated, along with the information necessary so that they may be contacted at the point wherever a delinquency occurs. The city reserves the right to bill the property owner, if it so chooses, regardless of circumstances surrounding the account.
- (4) Commercial--Minimum charge (base) for unoccupied (dormant) businesses. If there is a commercial property with no current occupant, upon written notification by the property owner, the property will be charged a minimum fee, based on the twice per week collection service rate for two cans (the least expensive bulk rate). Upon leasing the property, the normal charges will apply as per this schedule. No Madeira Beach local business tax receipt for the tenant or property owner will be granted until the account is made current by the property owner. It is the responsibility of the property owner to notify the city, in writing, anytime a vacancy occurs, if they hope to receive the adjustment downward to the minimum charge. No retroactive adjustments will be made. The minimum charge will begin once the city has been notified and proof is provided that the property has no occupant.

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*(Res. 07.14, 06/26/07)*

- (5) Owner's liability. If the premises are sold, any remaining claims by the city for garbage and trash services not settled at time of transfer of ownership of the property shall become the responsibility of the new owner. This applies equally to the sale or foreclosure of any property, and represents charges for service presently or previously provided. On all premises, the owner of such premises shall be liable for all garbage and trash service charges against the property irrespective of whether such premises is occupied by owner, tenant, or vacant. The occupation of fully constructed premises shall be irrelevant to the liability of the owner and/or occupant for the charges as provided for in this section. The schedule of charges shall be imposed on all fully constructed premises, whether occupied or not, and regardless of volume of garbage or trash generated. Liability for payment shall begin on the date of ownership of property.
- (6) Payment; penalties; delinquency constitutes lien against property. All garbage and trash fees are due and payable upon receipt. Bills not paid within 30 days of the billing date will be considered delinquent, and shall constitute grounds for filing a lien against the property with the clerk of the circuit court. Bills that arrive after the 30-day deadline will be assessed penalty interest on the next bill. It is the owner's responsibility to see that the payment arrives within the 30-day billing period. Bills not paid within 30 days shall have penalty interest added at the rate of 1½ percent per month beyond the delinquency date (30 days).

*(Code 1983, § 19-511)*

**B. Stormwater utility management.**

- (1) Created. A stormwater management utility fee, also referred to in this section as "fee" was created and imposed on all developed property within the city for services and facilities provided by the stormwater management program. For the purposes of imposing the fee, all developed property within the city shall be classified into the following three classes:
  - (a) Residential property.
  - (b) Nonresidential property.
  - (c) Mixed use property.

The Director of Community Services will, from time to time, prepare a list of property within the city and assign a classification of residential or nonresidential property.

- (2) Schedule of rates. *(Res 05.20-09/14/05)*
  - (a) The EDU rate shall be \$10.00 per month for each EDU. *(Res. 2014-31, 07/08/2014)*
  - (b) The stormwater management utility fee shall be calculated for each developed property as follows:
    - i. The fee for property consisting solely of dwelling units is the rate of one EDU multiplied by the number of dwelling units existing on the property. That is, Fee = EDU rate X number of dwelling units.
    - ii. The fee for property with no dwelling units is the rate of one EDU multiplied by the numerical factor. The numerical factor is obtained by dividing the total impervious area in square feet of the nonresidential property by 1,249 square feet. The resulting calculation is, Fee = EDU rate X (impervious area expressed in square feet/1,249 square feet, but not less than the rate for one EDU). Fractional remainders shall be rounded down.

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- iii. The fee for mixed use property (dwelling units and commercial) is the rate of one EDU multiplied by the number of dwelling units existing on the property. The total on-site impervious is then compared to the impervious area allocated to dwelling units by multiplying the number of dwelling units X 1,249 square feet per dwelling unit and subtracting the resulting square footage of impervious area from the total impervious area. If the remaining impervious area is zero or negative, the fee is the EDU rate multiplied by the number of dwelling units. If the remaining impervious area is greater than zero, then the additional fee for the remaining impervious area is calculated under subsection (2)(b) of this section.
- (c) The minimum fee for developed property, whether residential or nonresidential, within the city is equal to the rate of one EDU subject to reduction as set forth in subsection (4) of this section.
- (d) On-site stormwater quality management facilities reduction shall be allowed and calculated as follows:
  - i. In order to encourage the improvement of the quality of stormwater runoff, a reduction in the stormwater management utility fee is authorized for those developed properties which are addressed by a stormwater management facility designed and constructed for the purpose of stormwater pollution reduction.
  - ii. A reduction in fee is allowed for a particular developed property only if the stormwater runoff from the property is treated by a stormwater management facility that has been designed, constructed and is maintained properly for the purpose of stormwater pollution reduction and adheres to the drainage requirements of the ten-year frequency, 60-minute storm event. If it is determined by the Director of Community Services that the stormwater management facility has not been, nor is currently being, properly maintained as designed, the Director of Community Services may disallow the on-site stormwater management facility credit.
  - iii. Specific stormwater treatment facilities that qualify for this reduction include, but are not limited to, retention or filtration ponds; front, rear and side lot swales; mechanical treatment or separation facilities; or extensive improvement in the amount of pervious surfaces by the use of turf-block for parking areas, driveways, patios and sidewalks.
  - iv. For applicable properties, the fee shall be reduced by 25 percent. The reduced fee will, therefore, be calculated as the fee determined in this subsection multiplied by the factor of 0.75 (Fee X 0.75).
- (3) Billing; collecting; delinquency; penalty.
  - (a) Bills for stormwater service shall be rendered bimonthly by the county water system as agent for the city. The fixed monthly charge shall be payable in advance.
  - (b) If any bill shall not be paid within seven days after the date it has been declared delinquent, water service to the premises shall be disconnected until such delinquent account is paid in full, including all applicable disconnection and reconnection charges.
  - (c) Statements for the stormwater management utility fee shall be payable at the same time and in the same manner and subject to the same penalties as they are otherwise set forth for other utility fees administered by the city. The property owner or fee payer will be notified of any delinquency in the payment of the stormwater

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management utility fee in the same manner that delinquent water, garbage and sewer bills are notified and the failure to pay such fee as is otherwise provided in the statement rendered to the payer shall subject the property to the discontinuance of water, garbage and sewer services and shall subject the fee payer to all other penalties and charges provided relative to the discontinuance of such utility services.

- (d) The administrative appeal and hearing procedure applicable to the discontinuance of utility services shall be applicable to the discontinuance of such services for the nonpayment of the stormwater management utility fee.

(4) Adjustment of fees.

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

*(Code 1983, § 19-512)*

**CITY OF MADEIRA BEACH, FLORIDA  
FEES AND COLLECTION PROCEDURE MANUAL**

**ARTICLE VII. MADEIRA BEACH MUNICIPAL MARINA**

A. Vessel inspection. Live-aboard vessels desiring to stay beyond ten days will be required to obtain a no-fee annual permit and pay a vessel inspection fee of \$25.00. (*Code 1983, Ch. 19, art. VII*)

‡B. Madeira Beach Municipal Marina Fees. Fees for the Madeira Beach Municipal Marina shall be as follows (each of the fees are subject to all applicable sales taxes) (*Res. 2016-03 – 02/09/2016*):

- (1) Transient wet slip..... \$1.40/foot/day
- (2) Small boat transient wet slip..... \$0.93/foot/day
- (3) Transient dry storage..... \$14.02/day
  - On holidays and/or weekends .....\$18.69/day
- (4) Monthly transient dry storage..... \$140.19/month
- (5) Monthly boat lift rental.....\$14.05/foot
- (6) Monthly wet slip for non-liveaboard..... \$8.41/foot
- (7) Monthly wet slip for commercial non-liveaboard..... \$10.28/foot
- (8) Monthly wet slip for liveaboard..... \$14.02/foot
- (9) Monthly dry storage..... \$130.84
- (10) Monthly dry storage of recreational vehicles and motor homes  
(*limited to Madeira Beach residents*)..... \$87.62
- (11) Monthly storage for non-motorized boats such as a kayak, canoe,  
and small boat that can be carried by one person.....\$23.36
- (12) Boat Ramp Fee:
  - Launch..... \$1.87
  - Launch and park.....\$9.35
- (13) Late Fee..... \$30.00



## MADEIRA BEACH BOARD OF COMMISSIONERS

### February 3, 2016 – Agenda Report

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**FROM:** Sea S. Marshall-Barley, Administrative Support Specialist

**SUBJECT:** RESOLUTION 2016-04: PUBLIC LAND INVENTORY

**BACKGROUND:** At the end of last year, the City Clerk received a letter from the Florida Resources and Environmental Analysis Center (FREAC) to notify the City that the public land inventory of City-owned property was due.

Every three years, beginning in 2007, the state requires that government-owned land be reported. The public land inventory resolution has been approved previously on June 26, 2007, June 8, 2010, and November 5, 2013.

There have been no changes to land ownership since the last resolution and inventory was taken in November 2013.

**BUDGETARY**

**IMPACT:** N/A

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**RECOMMENDED BY STAFF:** Staff recommends approval of Resolution 2016-04.

**ATTACHMENT(S):** Resolution 2016-04

**RESOLUTION 2016-04**

**A RESOLUTION OF THE CITY OF MADEIRA BEACH, FLORIDA ADOPTING AN INVENTORY OF CITY OWNED FEE SIMPLE PROPERTY AND DETERMINING NO SUCH PUBLIC PROPERTY IS APPROPRIATE OF USE AS AFFORDABLE HOUSING; PROVIDING FOR DISTRIBUTION; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, Section 166.0451, Florida Statutes requires each municipality by July 1, 2007 and every 3 years thereafter, to prepare an inventory list of all real property within its jurisdiction to which the municipality holds fee simple title that is appropriate for use as an affordable housing and

**WHEREAS**, the last time the City prepared an inventory list of all real property within its jurisdiction was in 2013; and

**WHEREAS**, 24 parcels of land were identified on the Florida Public Lands Inventory for 2016 as publicly owned lands of the City of Madeira Beach and;

**WHEREAS**, each of these parcels presently serves the City of Madeira Beach for government facilities, parks, beach accesses, street ends, storm-water facilities, parking, or are presently leased to a commercial entity; and

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the City of Madeira Beach, Pinellas County, Florida, as follows:

SECTION 1. The Board of Commissioners hereby adopts the inventory of city owned fee simple property, attached in Exhibit A and made part hereof;

SECTION 2. That the City of Madeira Beach Board of Commissioners concludes no parcels of land owned by the City of Madeira Beach are suitable for affordable housing.

SECTION 3. That this Resolution shall become effective upon adoption.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

INTRODUCED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH,  
THIS 9<sup>TH</sup> day of FEBRUARY, 2016.

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TRAVIS PALLADENO, Mayor

ATTEST:

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AIMEE SERVEDIO, City Clerk

**RESOLUTION 2016-04 – EXHIBIT A**

<i>#</i>	<i>Address</i>	<i>Parcel #</i>	<i>Vacant/Improved</i>	<i>Short Legal Description</i>
1.	300 Municipal Drive	09/31/15/00000/130/0100	Improved – City Hall, Library, and Rex Place Recreational Complex	CITY HALL COMPLEX DESC AS PT GOVT LOT 1, FROM SW COR OF MADEIRA BCH YACHT CLUB CONDO & E R/W OF MUNICIPAL DR TH N 118.45FT FOR POB TH CONT N 310FT (S) TH NW'LY ALG CURVE 112FT (S) TH NW'LY 200FT (S) TH W'LY 170FT (S) TO E R/W OF SECOND ST TH NE'LY 100FT TH SE'LY ALG SEAWALL 110FT TH NE'LY ALG SEAWALL 1710 FT(S) TO N COR OF CONDO TH SW'LY ALG CONDO 1671.13FT TO POB & ADJ SUBM LAND ON NW CONT 19.87 AC (C)
2.	15100 Gulf Boulevard	09/31/15/00000/130/0500	Improved – Archibald Park	MADEIRA BEACH VETS PARK BEING PT OF GOVT LOTS 1 & 2 DESC AS BEG 30FT SE OF N LINE OF GOVT LOT 2 & W R/W OF GULF BLVD TH SW'LY 290 FT (S) TO MHW TH NW'LY ALG MHW 510FT (S) TH NE'LY 320 FT (S) TO W R/W OF GULF BLVD TH SE'LY ALG GULF BLVD 225FT (S) TH SW'LY 17FT TH SE'LY 285FT (S) TO POB CONT 3.68AC (C)
3.	501 – 150 <sup>th</sup> Avenue	09/31/15/00000/140/0300	Improved – Marina and Public Works Complex	MADEIRA BEACH MARINA BEING PT GOVT LOT 1 DESC FR S LN OF GOVT LOT 1 & C/L 150TH AVE TH N44DE 1449.42FT TH S46DE 50 FT FOR POB TH N44DE 368.5FT TH S46DE 575 FT(S) TH S44DW 160FT TH S46DE 138FT TH S44DW 208.5 FT TH N46DW 710FT(S) TO POB CONT 5.74AC(C) TOGETHER WITH TIIF SLL #520011173 THRU 2/20/2013 PER O.R. 17229/553
4.	--	09/31/15/00000/140/0410	Vacant – Madeira Beach Causeway Park	PART OF SE 1/4 OF SEC DESC FR SE COR TR B MADEIRA BCH COMMERCIAL CTR RUN E 76.46 FT TH N63DE 21.34FT TH N44DE 160.76FT TH N48DE 134.76FT TH N44DE 404.97FT TH N46DW 3FT TH N44DE 243.17FT TH N43DE 66.43FT FOR POB TH N40DE 425.45FT TH N37DE 81.14FT TH N52DW 58FT TH N38DE 95.95FT TH N46DW 34.55FT TO WATER'S OF BOCA CIEGA BAY TO PT A TH RETURN TO POB TH N46DW 136.86FT TH ALG WATERS OF BOCA CIEGA BAY NE'LY TO POINT A & POB CONT 1.51AC(C)

5.	--	09/31/15/00000/410/0200	Vacant – Beach Access	BEACH ACCESS BEING A STRIP OF LAND 7.9FT WIDE LYING S OF SEAVIEW CONDO
6.	--	09/31/15/34308/001/0160	Vacant – Beach Access	GULF SHORES SUB BLK A, SE'LY 20FT OF LOT 16 FOR BEACH ACCESS
7.	--	09/31/15/52632/000/0390	Vacant – Harbor Drive Park	LONE PALM BEACH 5TH ADD REPLAT TRACT 1
8.	--	09/31/15/52614/004/0141	Improved – Lift Station	LONE PALM BEACH 5TH ADD BLK 4, PT OF LOT 14 FOR LIFT STATION DESC BEG MOST E'LY COR OF LOT 14 TH S40DW 47.07FT TH N50DW 35 FT TH N40DE 35FT TH CUR LT RAD 560FT ARC 37.03FT CB S69DE 37.02FT TO POB
9.	--	10/31/15/04482/003/0240	Vacant – Sunset Cove Park	BAY POINT ESTATES 1ST ADD PUBLIC PARK
10.	--	10/31/15/04500/002/0060	Vacant – Bay Point Drive Park	BAY POINT ESTATES 2ND ADD PARK
11.	--	10/31/15/19962/000/0561	Vacant – Island Drive Right-of-Way	CRYSTAL ISLAND S 10FT OF LOT 56
12.	--	10/31/15/19980/000/0830	Vacant – Teardrop Park	CRYSTAL ISLAND 1ST ADD PARK AREA ON LILLIAN DR
13.	--	10/31/15/34344/001/0011	Vacant – Kitty Stuart Park	GULF SHORES 2ND ADD BLK A, SE'ERLY 63 2/3 FT OF LOT A
14.	14101 N. Bayshore Drive	10/31/15/34362/013/0210	Vacant – Stormwater Station	GULF SHORES 3RD ADD BLK M, LOT A
15.	--	10/31/15/34380/016/0010	Vacant – Lift Station	GULF SHORES 4TH ADD BLK P, LOT 1 LESS SE'LY 10 FT
16.	--	15/31/15/00000/420/0100	Vacant – John's Pass Park, parking	PARK AREA, BEING PT LOT 13 BLK 2 OF MITCHELL'S BCH & VAC SEAVIEW AVE & UPLANDS & SUBM DESC AS BEG AT S R/W OF 129TH AVE & W R/W OF GULF BLVD TH S09DE 339. 84 FT TH S16DE 50.74 FT TO SEAWALL TH S45DW 332.22 FT TH NW'LY 270 FT (S) TH N45 DE 355 FT TH N45DW 50 FT TO S R/W OF 129TH AVE TH N 45DE 140 FT (S) TO POB CONT 2.55 AC (C)
17.	--	15/31/15/25632/000/0010	Vacant – John's Pass Village, parking lot	ELLEN SUB LOTS 1,2 & 3 & 1/2 OF VAC ALLEY ON SW

18.	12928 Village Boulevard	15/31/15/58320/043/0200	Improved – Fantasy Planet Building	MITCHELL'S BEACH REVISED BLK 43, LOTS 20, 21 & 22 & 1/2 OF VAC ALLEY ON SW (LEASE W/FANTASY PLANET BEACH CO TILL 10/04)
19.	--	15/31/15/58320/011/0010	Vacant – Parking Lot	MITCHELL'S BEACH REVISED BLK 11, LOTS 1 AND 2 LESS RD R/W
20.	--	15/31/15/58320/003/0130	Vacant – Parking Lot	MITCHELL'S BEACH REVISED BLK 3, LOTS 13 & 14 LYING NW OF SURF SONG CONDO & LOTS 11 & 12 OF COOPERATIVE REPLAT LYING NE OF SURF SONG CONDO & VAC ALLEY BETWEEN
21.	--	15/31/15/58320/003/0050	Vacant – Parking Lot	MITCHELL'S BEACH REVISED BLK 5, LOTS 5 AND 6 LESS RD R/W
22.	--	15/31/15/97812/000/0270	Vacant – John's Pass Village, parking	WILLIAM'S, BILL MADEIRA HARBOR SUB LOT 27 & 1/2 OF VAC ALLEY ON SW
23.	--	15/31/15/97848/002/0110	Vacant – Water Access on 129 <sup>th</sup> Avenue	WILLIAM'S, BILL MADEIRA HARBOR SUB 2ND ADD BLK 2, AREA LYING NE'LY OF LOT 10, PLATTED AS EASEMENT & LAND TO SEAWALL
24.	--	15/31/15/97866/001/0130	Vacant – Park on 129 <sup>th</sup> Avenue	WILLIAM'S, BILL MADEIRA HARBOR SUB 3RD ADD BLK 1, PARK AREA LYING E OF LOT 12



## MADEIRA BEACH BOARD OF COMMISSIONERS

### February 2, 2016 – Agenda Report

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<b><u>FROM:</u></b>	Vincent M. Tenaglia, Assistant City Manager
<b><u>SUBJECT:</u></b>	<b>RESOLUTION 2016-05: APPROVING ENTRANCE INTO AN INTERLOCAL AGREEMENT WITH OTHER GOVERNMENTAL PARTICIPANTS FOR THE PURPOSE OF EXERCISING INVESTMENT POWER JOINTLY TO INVEST FUNDS IN CONCERT WITH OTHER PARTICIPANTS; AND PROVIDING FOR AN EFFECTIVE DATE</b>
<b><u>BACKGROUND:</u></b>	<p>The City currently maintains investment account balances with three local government investment pools: Florida Prime, Florida Education Investment Trust, and Florida Safe. Staff is requesting authorization to add another pool for investment consideration: The Florida Cooperative Liquid Assets Securities System ("FL CLASS"). Based on staff's research, the FL CLASS fund meets each of the City's investment objectives: safety of principal, maintenance of liquidity, and return on investment. Per the City's investment policy, staff has identified the following characteristics of the FL CLASS fund:</p> <ul style="list-style-type: none"><li>- Rating: AAAM</li><li>- Weighted average maturity: 62 days</li><li>- 7 day yield: 0.47%</li><li>- Holdings: US Treasury Securities; Federal Instrumentality Securities; Agency Securities; Repurchase Agreements; Tri-Party Repurchase Agreements; Commercial Paper; Corporate Notes and Bonds; Certificates of Deposit and Negotiable Bank Deposit Notes; Collateralized Bank Deposits; Municipal Obligations</li><li>- Risks: interest rate risk; credit risk; stable net asset value risk</li></ul> <p>Authorization to execute the agreement provides staff the authority to open an account balance with the FL CLASS fund; it does not obligate the City to invest any funds. Any transactions into or out of the fund would be reflected in the monthly financial reports provided to the Board of Commissioners.</p>
<b><u>BUDGETARY IMPACT:</u></b>	None

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<b><u>RECOMMENDED BY STAFF:</u></b>	Staff recommends approval of Resolution 2016-05.
<b><u>ATTACHMENT(S):</u></b>	Resolution 2016-05



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## **MODEL RESOLUTION TO PARTICIPATE**

### **RESOLUTION NO. 2016-05**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS [GOVERNING BODY] OF THE CITY OF MADEIRA BEACH [UNIT OF LOCAL GOVERNMENT] APPROVING THE ENTRANCE INTO AN INTERLOCAL AGREEMENT WITH OTHER GOVERNMENTAL PARTICIPANTS FOR THE PURPOSE OF EXERCISING INVESTMENT POWER JOINTLY TO INVEST FUNDS IN CONCERT WITH OTHER PARTICIPANTS; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Madeira Beach [Unit of Local Government] is permitted and has the power pursuant to the provisions of the Florida Statutes, including but not limited to Section 218.415 of the Florida Statutes, and its own local laws to invest certain of its funds in statutorily permitted investments, including but not limited to any intergovernmental investment pool authorized pursuant to Section 163.01, Florida Statutes, as amended (the "**Florida Interlocal Cooperation Act**"); and

**WHEREAS**, Sec. 163.01, Fla. Stat., authorizes a political subdivision, agency, or officer of the State of Florida, including but not limited to state government, county, city, school district, single and multipurpose special district, single and multi-purpose public authority, metropolitan or consolidated government, a separate legal entity or administrative entity created under subsection (7) of Section 163.01, Fla. Stat., or an independently elected county officer (each of the foregoing a "Local Government Entity" or "Entity"), to exercise jointly with any other Entity any power, privilege, or authority which such Entities share in common and which each might exercise separately;

**WHEREAS**, the Florida Interlocal Cooperation Act authorizes the City of Madeira Beach [Unit of Local Government], together with other local governmental entities, to exercise jointly any power, privilege or authority which the local governmental entities share in common and which each might exercise separately pursuant to a written interlocal agreement; and

**WHEREAS**, Palm Beach County, Pinellas County, and Orange County Tax Collector, as initial Participants (as such term is defined in the Interlocal Agreement described below), entered into that certain Interlocal Agreement, a copy of which is attached hereto as Exhibit A (the "**Interlocal Agreement**"), the purpose of which is to provide the City of Madeira Beach [Unit of Local Government] and each Participant which has executed or otherwise joined the Interlocal Agreement, a substantial benefit by establishing the intergovernmental investment pool to be known as the Florida Cooperative Liquid Assets Securities System ("**FLCLASS**"), which is an intergovernmental investment pool as described in Section 218.415, Florida Statutes, as amended, in order to exercise such investment power jointly and invest such funds in concert with the other Participants pursuant to the Interlocal Agreement as authorized by the Florida Interlocal Cooperation Act in order to take advantage of economies of scale and perform governmental functions more efficiently; and

**WHEREAS**, the City of Madeira Beach [Unit of Local Government] desires to join the Interlocal Agreement as a Participant, in order to exercise investment power jointly and invest funds in concert with the other Participants pursuant to the Interlocal Agreement in order to take advantage of economies of scale and perform governmental functions more efficiently; and



**WHEREAS**, the policy of the Interlocal Agreement shall be to place the highest priority on the safety of principal and liquidity of funds, and the optimization of investment returns shall be secondary to the requirements for safety and liquidity;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners [**Governing Body**] of the City of Madeira Beach [**Unit of Local Government**] as follows:

**SECTION 1.** The Interlocal Agreement executed or otherwise joined by the Participants thereto, a copy of which is attached to this Resolution as Exhibit A and incorporated herein by reference.

**SECTION 2.** Pursuant to Section 2.4 of the Interlocal Agreement, the City of Madeira Beach [**Unit of Local Government**] hereby joins the Interlocal Agreement as a Participant and agrees to be bound by all of the terms and provisions thereof. The City of Madeira Beach [**Unit of Local Government**] further agrees to file an executed copy of this Resolution with the Clerk of Court of Pinellas County, Florida.

**SECTION 3.** This Resolution shall take effect immediately upon its filing with the Clerk of Court of Pinellas County, Florida.

**PASSED AND ADOPTED IN PUBLIC SESSION** of the Board of Commissioners of the City of Madeira Beach, this 9<sup>th</sup> day of February, 2016.

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Name: Travis Palladeno

Its: Mayor, City of Madeira Beach

ATTEST:

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Name: Aimee Servedio

Its: City Clerk, City of Madeira Beach



**MADEIRA BEACH BOARD OF COMMISSIONERS**

**February 2, 2016 – Agenda Report**

**FROM:** Vincent M. Tenaglia, Assistant City Manager

**SUBJECT:** **RESOLUTION 2016-06: AMENDING THE FISCAL YEAR 2016 BUDGET BY TRANSFERRING GENERAL FUND APPROPRIATIONS FROM THE COMMUNITY DEVELOPMENT DEPARTMENT TO THE PUBLIC WORKS DEPARTMENT; INCREASING GENERAL FUND EXPENDITURES IN THE AMOUNT OF \$4,400; AND PROVIDING FOR AN EFFECTIVE DATE**

**BACKGROUND:** The City Manager is requesting the following personnel changes:

1. Reduce Code Enforcement Specialist position to part-time hours
2. Move Code Enforcement Specialist position to pay plan Grade 1
3. Add full-time Public Works Technician position

**BUDGETARY IMPACT:** The cost difference to complete this action is \$4,400.

Account	Adopted budget	Revised budget	Current request	Total revised
001.1050.1200	\$ 85,500.00	\$ 65,250.00	\$ (12,000.00)	\$ 53,250.00
001.1050.2100	\$ 6,600.00	\$ 5,050.00	\$ (800.00)	\$ 4,250.00
001.1050.2203	\$ 9,800.00	\$ 7,800.00	\$ (1,400.00)	\$ 6,400.00
001.1050.2300	\$ 19,500.00	\$ 16,550.00	\$ (6,300.00)	\$ 10,250.00
	<u>\$ 121,800.00</u>	<u>\$ 94,650.00</u>	<u>\$ (20,500.00)</u>	<u>\$ 74,150.00</u>
001.3000.1200	\$ 51,400.00	\$ 88,900.00	\$ 15,900.00	\$ 104,800.00
001.3000.2100	\$ 4,000.00	\$ 6,900.00	\$ 1,200.00	\$ 8,100.00
001.3000.2203	\$ 2,300.00	\$ 2,203.00	\$ 1,500.00	\$ 3,703.00
001.3000.2300	\$ 7,100.00	\$ 7,100.00	\$ 6,300.00	\$ 13,400.00
	<u>\$ 64,800.00</u>	<u>\$ 105,103.00</u>	<u>\$ 24,900.00</u>	<u>\$ 130,003.00</u>
Total	<u>\$ 186,600.00</u>	<u>\$ 199,753.00</u>	<u>\$ 4,400.00</u>	<u>\$ 204,153.00</u>

**RECOMMENDED BY STAFF:** The City Manager recommends approval of Resolution 2016-06.

**ATTACHMENT(S):** Resolution 2016-06

**RESOLUTION 2016-06**

**A RESOLUTION OF THE CITY OF MADEIRA BEACH, FLORIDA AMENDING THE FISCAL YEAR 2016 BUDGET BY TRANSFERRING GENERAL FUND APPROPRIATIONS FROM THE COMMUNITY DEVELOPMENT DEPARTMENT TO THE PUBLIC WORKS DEPARTMENT; INCREASING GENERAL FUND EXPENDITURES IN THE AMOUNT OF \$4,400; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the City of Madeira Beach Board of Commissioners has approved a municipal budget for the fiscal year beginning October 1, 2015 and ending September 30, 2016; and

**WHEREAS**, Section 10.5 of the Madeira Beach City Charter authorizes the Board of Commissioners to amend the adopted budget by resolution; and

**WHEREAS**, the Board of Commissioners desires to amend the budget.

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

**Section 1.** The Board of Commissioners authorizes a decrease to Community Development Department expenditures in the amount of \$20,500.

**Section 2.** The Board of Commissioners authorizes an increase to Public Works Department expenditures in the amount of \$24,900.

**Section 3.** The Board of Commissioners authorizes staff to allocate the budget amendment pursuant to the account level detailed provided as Exhibit A.

**Section 4.** This resolution shall become effective immediately upon its adoption.

**[REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK]**

INTRODUCED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH,

THIS \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
TRAVIS PALLADENO, Mayor

ATTEST:

\_\_\_\_\_  
AIMEE SERVEDIO, City Clerk

**Resolution 2016-06: Exhibit A**

<u>Account</u>	<u>Adopted budget</u>	<u>Revised budget</u>	<u>Current request</u>	<u>Total revised</u>
001.1050.1200	\$ 85,500.00	\$ 65,250.00	\$ (12,000.00)	\$ 53,250.00
001.1050.2100	\$ 6,600.00	\$ 5,050.00	\$ (800.00)	\$ 4,250.00
001.1050.2203	\$ 9,800.00	\$ 7,800.00	\$ (1,400.00)	\$ 6,400.00
001.1050.2300	\$ 19,500.00	\$ 16,550.00	\$ (6,300.00)	\$ 10,250.00
	<u>\$ 121,800.00</u>	<u>\$ 94,650.00</u>	<u>\$ (20,500.00)</u>	<u>\$ 74,150.00</u>
001.3000.1200	\$ 51,400.00	\$ 88,900.00	\$ 15,900.00	\$ 104,800.00
001.3000.2100	\$ 4,000.00	\$ 6,900.00	\$ 1,200.00	\$ 8,100.00
001.3000.2203	\$ 2,300.00	\$ 2,203.00	\$ 1,500.00	\$ 3,703.00
001.3000.2300	\$ 7,100.00	\$ 7,100.00	\$ 6,300.00	\$ 13,400.00
	<u>\$ 64,800.00</u>	<u>\$ 105,103.00</u>	<u>\$ 24,900.00</u>	<u>\$ 130,003.00</u>
Total	<u>\$ 186,600.00</u>	<u>\$ 199,753.00</u>	<u>\$ 4,400.00</u>	<u>\$ 204,153.00</u>



**MADEIRA BEACH BOARD OF COMMISSIONERS**

**February 2, 2016 – Agenda Report**

**FROM:** Vincent M. Tenaglia, Assistant City Manager

**SUBJECT:** **RESOLUTION 2016-07: AMENDING THE FISCAL YEAR 2016 BUDGET BY INCREASING BUILDING FUND EXPENDITURES IN THE AMOUNT OF \$28,800; AND PROVIDING FOR AN EFFECTIVE DATE**

**BACKGROUND:** The Building Official is requesting to fund a new full-time position. The estimated annual cost is \$42,900; the prorated cost through the remainder of FY 2016 is \$28,800.

**BUDGETARY IMPACT:** Fund balance in the Building Fund as of February 2, 2016 is \$126,900. Approval of this amendment will decrease the balance to \$98,100.

Account	Adopted budget	Revised budget	Current request	Total revised
125.5240.1200	\$ 199,100.00	\$ 178,850.00	\$ 19,100.00	\$ 197,950.00
125.5240.2100	\$ 15,300.00	\$ 13,750.00	\$ 1,500.00	\$ 15,250.00
125.5240.2203	\$ 19,100.00	\$ 17,100.00	\$ 1,800.00	\$ 18,900.00
125.5240.2300	\$ 29,600.00	\$ 26,650.00	\$ 6,300.00	\$ 32,950.00
125.5240.2400	\$ 4,900.00	\$ 4,850.00	\$ 100.00	\$ 4,950.00
	<u>\$ 268,000.00</u>	<u>\$ 241,200.00</u>	<u>\$ 28,800.00</u>	<u>\$ 270,000.00</u>

**RECOMMENDED BY STAFF:** The City Manager recommends approval of Resolution 2016-07.

**ATTACHMENT(S):** Resolution 2016-07

**RESOLUTION 2016-07**

**A RESOLUTION OF THE CITY OF MADEIRA BEACH, FLORIDA AMENDING THE FISCAL YEAR 2016 BUDGET BY INCREASING BUILDING FUND EXPENDITURES IN THE AMOUNT OF \$28,800; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the City of Madeira Beach Board of Commissioners has approved a municipal budget for the fiscal year beginning October 1, 2015 and ending September 30, 2016; and

**WHEREAS**, Section 10.5 of the Madeira Beach City Charter authorizes the Board of Commissioners to amend the adopted budget by resolution; and

**WHEREAS**, the Board of Commissioners desires to amend the budget.

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

**Section 1.** The Board of Commissioners authorizes an increase to Building Fund expenditures in the amount of \$28,800.

**Section 2.** The Board of Commissioners authorizes staff to allocate the budget amendment pursuant to the account level detailed provided as Exhibit A.

**Section 3.** This resolution shall become effective immediately upon its adoption.

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INTRODUCED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH,  
THIS \_\_\_\_ day of \_\_\_\_\_,2016.

\_\_\_\_\_  
TRAVIS PALLADENO, Mayor

ATTEST:

\_\_\_\_\_  
AIMEE SERVEDIO, City Clerk

**Resolution 2016-07: Exhibit A**

<u>Account</u>	<u>Adopted budget</u>	<u>Revised budget</u>	<u>Current request</u>	<u>Total revised</u>
125.5240.1200	\$ 199,100.00	\$ 178,850.00	\$ 19,100.00	\$ 197,950.00
125.5240.2100	\$ 15,300.00	\$ 13,750.00	\$ 1,500.00	\$ 15,250.00
125.5240.2203	\$ 19,100.00	\$ 17,100.00	\$ 1,800.00	\$ 18,900.00
125.5240.2300	\$ 29,600.00	\$ 26,650.00	\$ 6,300.00	\$ 32,950.00
125.5240.2400	\$ 4,900.00	\$ 4,850.00	\$ 100.00	\$ 4,950.00
	<u>\$ 268,000.00</u>	<u>\$ 241,200.00</u>	<u>\$ 28,800.00</u>	<u>\$ 270,000.00</u>



## MADEIRA BEACH BOARD OF COMMISSIONERS

### February 2, 2016 – Agenda Report

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<b><u>FROM:</u></b>	Vincent M. Tenaglia, Assistant City Manager
<b><u>SUBJECT:</u></b>	<b>AUTHORIZATION TO APPROVE PAY PLAN AMENDMENTS PURSUANT TO RESOLUTION 2016-07</b>
<b><u>BACKGROUND:</u></b>	<p>Resolution 2016-07 provides sufficient funding to add a new position in the Building Fund. The requested position, Building Code Compliance Officer, is not included in the adopted pay plan.</p> <p>The new position is intended to be structured similar to the Recreation Leader and Public Works Technician positions, which provide opportunities for advancement throughout the pay plan. The Building Official will provide job descriptions pertaining to each grade. The position will be hired at Grade 1.</p> <p>Additions to the pay plan are as follows:</p> <ul style="list-style-type: none"><li>• Grade 1: Building Codes Compliance Officer I (\$9.50 - \$12.00/hour)</li><li>• Grade 2: Building Codes Compliance Officer II (\$11.50 - \$20.00/hour)</li><li>• Grade 3: Building Codes Compliance Officer III (\$17.00 - \$27.00/hour)</li></ul>
<b><u>BUDGETARY IMPACT:</u></b>	The budgetary impact of this position is addressed via Resolution 2016-07.
<b><u>RECOMMENDED BY STAFF:</u></b>	The City Manager recommends approval of the revised pay plan.
<b><u>ATTACHMENT(S):</u></b>	Revised FY 2016 Pay Plan

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**FY 2016 CITY OF MADEIRA BEACH PAY PLAN**  
**EFFECTIVE ~~OCTOBER 1, 2015~~**  
**EFFECTIVE ~~DECEMBER 22, 2015~~**  
**EFFECTIVE FEBRUARY 9, 2016**

GRADE	POSITION TITLE	RANGE MINIMUM	RANGE MAXIMUM
1	<a href="#">Building Codes Compliance Officer I</a> <a href="#">Building Maintenance Worker I</a> <a href="#">Code Enforcement Specialist</a> Grounds Maintenance Worker I Marina Assistant I Parking Enforcement Officer I Public Works Technician I Recreation Leader I Sanitation Worker I Volunteer Coordinator	\$9.50/hour	\$12.00/hour
2	Administrative Assistant I <a href="#">Building Codes Compliance Officer II</a> <a href="#">Building Maintenance Worker II</a> <a href="#">Code Enforcement Specialist</a> Grounds Maintenance Worker II Marina Assistant II Parking Enforcement Officer II Public Works Technician II Recreation Leader II Sanitation Worker II	\$11.50/hour	\$20.00/hour
3	Administrative Assistant II Administrative Support Specialist <a href="#">Building Codes Compliance Officer III</a> Division Supervisor Recreation Leader III	\$17.00/hour	\$27.00/hour
4	Financial Coordinator Executive Office Manager	\$24.00/hour	\$34.00/hour
5	Accounting Manager City Clerk <a href="#">Lead Mechanic*</a> Planning and Zoning Coordinator	<del>*\$32.00/hour</del> \$66,560	<del>*\$40.00/hour</del> \$83,200
6	Community Services Director Fire Chief Parks and Recreation Director Public Works Director/Marina Manager	\$82,000	\$99,840
7	Assistant City Manager/Finance Director <a href="#">Lead Mechanic*</a>	\$96,000 <del>*\$46.15/hour</del>	\$110,240 <del>\$53.00/hour</del>



## MADEIRA BEACH BOARD OF COMMISSIONERS

### February 2, 2016 – Agenda Report

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**FROM:** Vincent M. Tenaglia, Assistant City Manager

**SUBJECT:** **RESOLUTION 2016-08: AMENDING THE FISCAL YEAR 2016 BUDGET BY INCREASING LOCAL OPTION SALES TAX FUND EXPENDITURES IN THE AMOUNT OF \$40,000; AND PROVIDING FOR AN EFFECTIVE DATE**

**BACKGROUND:** The FY 2016 adopted budget includes \$650,000 for the replacement of a fire engine. The Fire Chief is requesting authorization to purchase a 78' aerial quint truck, which is estimated to cost \$690,000. Authorization to purchase the selected apparatus requires a budget amendment to provide sufficient funding.

**BUDGETARY** Fund balance in the Local Option Sales Tax Fund will decrease by \$40,000.

**IMPACT:**

<u>Account</u>	<u>Adopted budget</u>	<u>Current request</u>	<u>Total revised</u>
103.9519.6400	\$ 650,000.00	\$ 40,000.00	\$ 690,000.00
	<u>\$ 650,000.00</u>	<u>\$ 40,000.00</u>	<u>\$ 690,000.00</u>

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**RECOMMENDED  
BY STAFF:** The City Manager recommends approval of Resolution 2016-08.

**ATTACHMENT(S):** Resolution 2016-08

**RESOLUTION 2016-08**

**A RESOLUTION OF THE CITY OF MADEIRA BEACH, FLORIDA AMENDING THE FISCAL YEAR 2016 BUDGET BY INCREASING LOCAL OPTION SALES TAX FUND EXPENDITURES IN THE AMOUNT OF \$40,000; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the City of Madeira Beach Board of Commissioners has approved a municipal budget for the fiscal year beginning October 1, 2015 and ending September 30, 2016; and

**WHEREAS**, Section 10.5 of the Madeira Beach City Charter authorizes the Board of Commissioners to amend the adopted budget by resolution; and

**WHEREAS**, the Board of Commissioners desires to amend the budget.

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

**Section 1.** The Board of Commissioners authorizes an increase to Local Option Sales Tax Fund expenditures in the amount of \$40,000.

**Section 2.** The Board of Commissioners authorizes staff to allocate the budget amendment pursuant to the account level detailed provided as Exhibit A.

**Section 3.** This resolution shall become effective immediately upon its adoption.

**[REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK]**

INTRODUCED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH,

THIS \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
TRAVIS PALLADENO, Mayor

ATTEST:

\_\_\_\_\_  
AIMEE SERVEDIO, City Clerk

**Resolution 2016-08: Exhibit A**

<u>Account</u>	<u>Adopted budget</u>	<u>Current request</u>	<u>Total revised</u>
103.9519.6400	\$ 650,000.00	\$ 40,000.00	\$ 690,000.00
	<u>\$ 650,000.00</u>	<u>\$ 40,000.00</u>	<u>\$ 690,000.00</u>



## MADEIRA BEACH BOARD OF COMMISSIONERS

### February 4, 2016 – Agenda Report

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**FROM:** Derryl B. O’Neal, Fire Chief

**SUBJECT:** **AUTHORIZATION OF EXPENDITURES TO ROSENBAUER AMERICA, IN AN AMOUNT NOT TO EXCEED \$690,000, FOR FIRE APPARATUS PER CITY OF SEMINOLE BID**

**BACKGROUND:** Changing FEMA regulations require building construction to be elevated, both residential and commercial. This decreases our ability to conduct effective fire and rescue operations. With current, as well as new, multi-story building construction on the barrier islands, a ladder truck will be an asset to the fire rescue and life-safety services. The purchase of a ladder truck not only will serve our Community, but also our neighboring communities we contract with for Fire/EMS services. The delay in response for mutual aid ladder trucks is also a serious concern. The closest locations are on the mainland - Seminole Fire Department and Pinellas Suncoast Fire District - with response times of twelve minutes or greater.

**FINANCE REVIEW:** The Fire Chief is requesting to procure the apparatus based on an August 2014 request for proposals (RFP) conducted by the City of Seminole. The Seminole bid included responses from four vendors, with Rosenbauer America submitting the lowest cost at \$564,526. The Fire Chief is requesting the following upgrades, which increase the base price to \$687,479:

- Chassis options: \$34,652
- Body options: \$48,749
- Aerial options: \$39,552

If approved, Finance staff will work with the vendor to take advantage of any partial payment discounts. It is anticipated that such discounts may total over \$13,000, potentially decreasing the net cost to \$674,445.

The adopted budget includes \$650,000 for a fire engine replacement (account no. 103.9519.6400). Resolution 2016-08 provides an additional \$40,000 to complete this purchase.

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**RECOMMENDED BY STAFF:** The City Manager recommends authorization of the ladder truck expenditure.

**ATTACHMENT(S):** November 2015 Rosenbauer America proposal; August 2014 City of Seminole RFP; September 2014 City of Seminole bid tab form



November 3, 2015

Derryl O’Neal  
Fire Chief  
Madeira Beach Fire Department

Dear Chief,

Rosenbauer is pleased to submit this detailed proposal for a 78’ aerial quint utilizing the City of Seminole’s bid price.

The Seminole bid was submitted at:	513,659.00
• Included a trade in	40,000.00
• Included pre pay discounts	10,867.00

The bid with no discounts or trade is:	564,526.00
• Selected chassis options	34,652.00
• Selected body options	48,749.00
• Selected aerial options	39,552.00

The attached documents detail each change from the base bid. The items in yellow are additions. The items with 0.00 dollars are already in the base bid or have no cost associated with the option. The items in red represent cost decreases from the factory or lower option costs compared to the original bid. You may select which options to keep and calculate the new price.

Purchase price with all selected options	687,479.00
Discount for Chassis and Aerial payment when ready	-13,034.00
Total price after prepay discount	<u>674,445.00</u>

Regards,

*Paul Stephenson*

Paul Stephenson  
Rosenbauer

QUOTATION

CHASSIS

Madeira Beach Fire Department  
 Derryl O'Neal  
 250 Municipal Drive  
 Madeira Beach, FL 33708  
 (727) 391-3400

Quote No: 10235-0024  
 11/03/2015

PART NO	S	DESCRIPTION	QTY	EACH	EXTENDED
== Rosenbauer Commander 3000 - 814.015 08/14/15			1	0.00	0.00
==					
03-00-0101		-- Certification - NFPA	1	0.00	0.00
08-09-0103		-- Cab Paint Warranty Ten Years	1	0.00	0.00
08-09-0104		-- Cab Structural Warranty Ten Years	1	0.00	0.00
08-09-0105		-- Transmission Warranty Allison Five Years	1	0.00	0.00
08-09-0106		-- Engine Warranty Cummins Five Years	1	0.00	0.00
08-09-0107		-- Frame Warranty Lifetime	1	0.00	0.00
08-09-0108		-- Front & Rear Axle Warranty Meritor	1	0.00	0.00
08-09-0111		-- Warranty - Cab and Chassis Two Year	1	0.00	0.00
08-09-0301		-- Cab Test Information Static Load Seat Test	1	0.00	0.00
08-09-0302		-- Cab Test Information Crash Test ECE-29	1	0.00	0.00
08-09-0303		-- Cab Test Information SAE J2420; J2422	1	0.00	0.00
08-09-0304		-- Cab Test Information Roof Crush, Side & Frontal	1	0.00	0.00
Impact					
08-09-0501		-- Operation & Parts List Manuals (2) Sets, CD	1	0.00	0.00
08-09-0503		-- Engine & Transmission Operation Manuals (1) Set	1	0.00	0.00
08-09-0530		-- As Built Wiring w/Plumbing Diagram (1) Set	1	0.00	0.00
08-80-0200		-- DOT KIT	1	0.00	0.00
<b>VEHICLE TYPE</b>			<b>1</b>	<b>0.00</b>	<b>0.00</b>
03-00-0136		Rear Mount Quint	1	0.00	0.00
03-00-0140		-- Standard Crossmembers	1	0.00	0.00
07-03-0102		-- Midship Pump Jackshaft Only	1	0.00	0.00
<b>CAB</b>			<b>1</b>	<b>0.00</b>	<b>0.00</b>
03-00-0711		60" Cab Length 11" Roof	1	7856.00	7856.00
03-05-0015		-- Cab Roof Channel 53" W x 11" D	1	0.00	0.00
04-07-0105	S <	-- Trim Roof , 60, Flat Roof w/Trench (trench only)	1	0.00	0.00
		Black Line X			
		Black Line-X			
<b>COMMANDER EMS CABINETS - REAR CREW - FORWARD FACING CENTER</b>			<b>1</b>	<b>0.00</b>	<b>0.00</b>
<b>CAB DOORS</b>			<b>1</b>	<b>0.00</b>	<b>0.00</b>
03-06-1015		-- Cab Entry Doors	1	0.00	0.00
03-06-0010	S <	-- Steps Aluminum Line X Black Treadplate	1	186.00	186.00
		Spray tread plate with black Line-X			

PART NO	S	DESCRIPTION	QTY	EACH	EXTENDED
03-06-1026		-- Barrier Free Cab Entry Doors	1	0.00	0.00
03-06-0021	S <	-- Step Trim Kickplate, LineX Black Treadplate Spray tread plate with black Line-X	1	0.00	0.00
03-06-1110		-- Cab Door Hardware Black (4)	1	0.00	0.00
03-06-1120		-- Cab Door Locks Manual	1	0.00	0.00
03-06-1135		-- Interior 1-Piece Door Panel Type Aluminum	1	0.00	0.00
03-06-1206		-- Door Panel Finish Line-X Black	1	169.00	169.00
04-05-0105		-- Interior Handle Front Door Grab Handles	1	0.00	0.00
04-05-0150		-- Interior Grab Handle Rear Door Chicago Style 34" Black Powder Coat	1	0.00	0.00
04-05-0182	>	-- Additional Grab Handles, "A" Pillar	1	126.00	126.00
		<b>CAB GLASS</b>	<b>1</b>	<b>0.00</b>	<b>0.00</b>
03-08-0101		-- Windshield One Piece	1	0.00	0.00
03-08-0102		-- Windshield Wiper System Single Motor (2) Wipers - 3D Grille	1	0.00	0.00
08-02-0135		-- Windshield Wiper Activation Switch on Driver Panel	1	0.00	0.00
03-08-0150		-- Window 50% Tint Driver w/Manual Regulator	1	152.00	152.00
03-08-0152		-- Window 50% Tint Officer w/Manual Regulator	1	152.00	152.00
03-08-0220		-- Window 50% Tint Driver Crew Door w/Manual Regulator	1	153.00	153.00
03-08-0250		-- Window 50% Tint Officer Crew Door Manual Regulator	1	153.00	153.00
03-08-0320		-- Window 50% Tint Side Middle Driver Fixed 18"W x 24"H	1	20.00	20.00
03-08-0370		-- Window 50% Tint Side Middle Officer Fixed 18"W x 24"H	1	20.00	20.00
		<b>CAB INTERIOR AND TRIM</b>	<b>1</b>	<b>0.00</b>	<b>0.00</b>
03-09-8010		-- Cab Insulation Interior Ceiling	1	0.00	0.00
03-09-8015		-- Cab Insulation Engine Tunnel	1	0.00	0.00
03-09-8017		-- Cab Insulation Underbody	1	316.00	316.00
03-09-8020		-- Cab Insulation Cab Damping	1	0.00	0.00
04-01-1076		-- Interior Trim Color Black, 60"- 11" Roof	1	0.00	0.00
04-01-1127		-- Interior Trim Line-X Coating Black Rear Wall - 11" Roof	1	1020.00	1020.00
04-02-1105		-- Interior Floor Covering Color Black, 60"	1	0.00	0.00
04-02-1702		-- Interior Trim Sun Visor Tinted	1	0.00	0.00
		<b>CAB DASH AND ENGINE TUNNEL</b>	<b>1</b>	<b>0.00</b>	<b>0.00</b>
04-03-1000		-- Cab Dash & Engine Tunnel, Composite Dash	1	5235.00	5235.00
04-03-1022	>	-- Cab Dash & Engine Tunnel Line-X Coating Black	1	0.00	0.00
04-03-1200		-- Flat Mntg Plate - Rear Engine Tunnel	1	0.00	0.00
04-03-2100		-- Officer Glove Compt	1	0.00	0.00
		<b>CUSTOM CONSOLE</b>	<b>1</b>	<b>0.00</b>	<b>0.00</b>
04-04-1100	>	-- Havis Console	1	0.00	0.00
04-04-1101	>	-- Havis Console - Pre Configured	1	0.00	0.00
04-04-1111	>	-- Mic Tab(s)	2	0.00	0.00
04-04-L000		-- Havis Console - Lower Portion	1	0.00	0.00
04-04-L003		-- Havis Console - Lower Portion - Option 3	1	0.00	0.00

PART NO	S	DESCRIPTION	QTY	EACH	EXTENDED
04-04-1116	>	-- Black Blank Plate	1	0.00	0.00
04-04-1151	>	-- Open Assy Box	2	0.00	0.00
04-04-1161	>	-- Cup Holder, Dual	2	0.00	0.00
04-04-U000		-- Havis Console - Upper Portion	1	0.00	0.00
04-04-U008		-- Havis Console - Upper Portion - Option 8	1	0.00	0.00
04-04-1121	>	-- Switch Plate (7) Switches VMUX	1	0.00	0.00
04-04-1126	>	-- Black Plate(s) for Communication Radio	1	0.00	0.00
04-04-1134	>	-- Black Plates with (2) Power Point & (1) Dual USB Power Point	2	0.00	0.00
04-04-1176	>	-- Black Plate for Siren	1	0.00	0.00
04-04-1181	>	-- Black Plate for Traffic Advisor	1	0.00	0.00
08-01-0146	>	Instrumentation Panel Inlay Matte Silver Metallic	1	0.00	0.00
05-01-1060		-- Cab Coating Interior Line-X Black	1	0.00	0.00
		<b>CAB HEADER - HEAT AND AC</b>	<b>1</b>	<b>0.00</b>	<b>0.00</b>
03-08-4100		Cab Header / Heating and AC	1	0.00	0.00
05-02-0036	>	-- Heating w/ Air Conditioning, Overhead, 12V DC 96/82 BTU	1	2803.00	2803.00
05-01-6010	<	-- Cab Paint A/C Condenser on Roof SAME COLOR AS ROOF	1	0.00	0.00
05-02-0201		-- A/C Condenser Location Roof Mount Mid Driver Side	1	0.00	0.00
08-02-0120		-- Heat & A/C Activation Manual Drvr Panel Mounted & Rear Crew Controls	1	0.00	0.00
08-02-0100		-- Rear Crew Controls Manual - Located Overhead Center	1	0.00	0.00
		<b>SEATS</b>	<b>1</b>	<b>0.00</b>	<b>0.00</b>
03-09-0100		-- Seat Color Gray/Red Seat Belt	1	0.00	0.00
03-09-0186		-- Seat Driver Bostrom Sierra 8-Way Electric ABTS	1	80.00	80.00
03-09-0121		-- Seat Back Non-SCBA	1	0.00	0.00
03-09-0213		-- Seat Mounting Driver Electric	1	0.00	0.00
03-09-0900		-- Seat Material Ballistic	1	0.00	0.00
03-09-0920		-- Seat Logo Rosenbauer	1	0.00	0.00
03-09-3010		-- Driver Seat Box Storage Compartment	1	0.00	0.00
03-09-3236	>	Seat Box Driver & Officer Storage Access Doors (2) Driver/Officer	1	101.00	101.00
03-09-0236		-- Seat Officer Bostrom Tanker 2-Way Manual ABTS	1	108.00	108.00
03-09-0122		-- Seat Back SCBA Bostrom SecureAll	1	0.00	0.00
03-09-0276		-- Seat Mounting Officer 2-Way Bostrom	1	0.00	0.00
03-09-0900		-- Seat Material Ballistic	1	0.00	0.00
03-09-0920		-- Seat Logo Rosenbauer	1	0.00	0.00
03-09-3020		-- Officer Seat Box Storage Compartment	1	0.00	0.00
03-09-0352	<	-- Seat Crew Rear Facing Outer Bostrom Tanker Fixed ABTS Belt Orientation- LH & RH to Door	2	0.00	0.00
03-09-0301		-- Seat Back Crew SCBA Bostrom SecureAll	2	0.00	0.00
03-09-0380		-- Seat Mounting Rear Facing Outer	2	0.00	0.00

PART NO	S	DESCRIPTION	QTY	EACH	EXTENDED
03-09-0900		-- Seat Material Ballistic	2	0.00	0.00
03-09-0920		-- Seat Logo Rosenbauer	2	0.00	0.00
CREDIT FOR DELETE OF FORWARD FACING BENCH SEAT				2694.00	2694.00
03-09-0811	>	-- Theater Seat - Bostrom - Gray - Officer Side FFO	1	784.00	784.00
<b>CAB EXTERIOR</b>			<b>1</b>	<b>0.00</b>	<b>0.00</b>
04-05-2000		Exterior Grab Handles Aluminum with Stanchions 18"	1	0.00	0.00
<b>CAB FRONT FASCIA</b>			<b>1</b>	<b>0.00</b>	<b>0.00</b>
04-08-0018		==== Traditional Front with Rectangular Headlamp Bezels =====	1	0.00	0.00
04-08-0112	S <	-- Front Grille, 3D Black Black Finish	1	1250.00	1250.00
04-08-0020	S <	-- Wing Light Bezel - ABS Black Black	1	0.00	0.00
04-08-0072		-- Front Grille Inlay, American Flag	1	1116.00	1116.00
06-03-2010		-- Fluid Checks & Fills at Grille ISL	1	52.00	52.00
08-00-0503	S <	-- Headlights LOW, Quad, with Rectangular Bezel Black HEADLIGHTS IN LOW QUAD POSITION	1	0.00	0.00
08-00-0515		-- Wig Wag, Alternating Headlights - 12V DC	1	177.00	177.00
08-01-0342	>	-- Alternating Headlights Switch in Driver	1	0.00	0.00
08-00-0611		Console Front Turn Signals Federal QL64Z LED (2) Upper Wing	1	7.00	7.00
08-00-0606		-- Side Marker Light LED (2)	1	0.00	0.00
08-01-0303		-- Headlight & Marker Light Activated Rocker Switch Driver Panel	1	0.00	0.00
08-00-0608		-- Front Marker Lamps Face Mounted LED (Center 3 Lightings, 2 Corner)	1	0.00	0.00
04-08-0151	S <	Cab Fenders stainless sprayed with Black Line X Spray with Black Line-X	1	229.00	229.00
04-09-0300		Logo, Commander, Cab Sides	1	0.00	0.00
04-10-0351		Mud Flaps Front	1	0.00	0.00
<b>CAB TILT</b>			<b>1</b>	<b>0.00</b>	<b>0.00</b>
05-00-0016		Cab Tilt System w/Manual Backup	1	0.00	0.00
05-00-0021		-- Cab Tilt Limit Switch	1	103.00	103.00
05-00-0100		-- Cab Tilt Control Receptacle Temp	1	0.00	0.00
<b>REARVIEW MIRRORS</b>			<b>1</b>	<b>0.00</b>	<b>0.00</b>
05-00-5005		Bus Style Mirrors	1	0.00	0.00
05-00-7130	S <	-- Ramco-Bus-Drv Dr Mt (Black-1350)-Off Dr Mt (Black-1350)-H&R,H&R(LWR)CVX All Black Finish	1	4.00	4.00
08-01-0821		-- Rearview Mirror Remote & Heat Switch Driver Panel	1	0.00	0.00
<b>EXTERIOR CAB PAINT</b>			<b>1</b>	<b>0.00</b>	<b>0.00</b>
05-01-5015		Cab Paint Exterior Two Tone	1	1031.00	1031.00
05-01-5020	< >	-- Cab Paint Upper / Secondary Paint Brand (if other than PPG); Paint Color; Paint Number;	1	0.00	0.00

PART NO	S	DESCRIPTION	QTY	EACH	EXTENDED
Paint Process:					
05-01-5021	< >	-- Cab Paint Lower / Primary Paint Brand (if other than PPG); Paint Color; Paint Number: Paint Process:	1	0.00	0.00
05-01-503A		-- Cab Paint Exterior Breakline - Paint Break A	1	125.00	125.00
05-01-6051		-- Cab Undercoating	1	0.00	0.00
05-01-7000	>	-- Cab Paint Spray Out	1	50.00	50.00
<b>FRONT AXLE</b>			<b>1</b>	<b>0.00</b>	<b>0.00</b>
07-05-0154		Front Axle Meritor MFS 23000# Beam	1	0.00	0.00
07-05-0120		-- Front Wheel Bearing Lube Oil	1	0.00	0.00
07-05-0232		-- Front Suspension Hendrickson 9 Leaf Spring 22,800K	1	477.00	477.00
07-05-0322		-- Power Steering Gear TRW TAS 85 w/Assist 20K and Up	1	0.00	0.00
07-06-0420		-- Chassis Alignment	1	0.00	0.00
07-06-0508		-- Front Cramp Angle 46 Degrees	1	0.00	0.00
07-07-0152		-- (2) Front Tires 425/65R 22.5 Goodyear G296 MSA "L"	1	0.00	0.00
07-07-0711	>	-- (2) Front Wheels Accuride 22.5 x 12.25 Aluminum	1	54.00	54.00
07-08-0203		-- Front Brakes Meritor EX225 Disc 17"	1	1071.00	1071.00
07-05-0315		4 Spoke Steering Wheel with ESC Tilt/Telescopic 18"	1	0.00	0.00
<b>REAR AXLE</b>			<b>1</b>	<b>0.00</b>	<b>0.00</b>
07-06-0106	>	Rear Axle, Single, 33000# Meritor RS-30-185	1	0.00	0.00
07-06-0253		-- Rear Suspension Reyco 79KB Spring 33000# Conventional	1	0.00	0.00
07-08-0252	>	-- Rear Brakes S-Cam Drum 16.5" x 8.6"	1	0.00	0.00
07-06-0300		-- Rear Shock Absorbers	1	0.00	0.00
07-07-0358		-- (4) Rear Tires 315/80R022.5 Goodyear G 751 MSA "L"	1	646.00	646.00
07-07-0775		-- (4) Rear Wheels Accuride 22.5 x 9.00 Aluminum	1	266.00	266.00
07-07-0610		-- Valve Stem Extension - Single Axle	1	0.00	0.00
07-07-0993		-- Vehicle Top Speed 60	1	0.00	0.00
07-08-0103	>	-- Electronic Stability Control Single Axle	1	692.00	692.00
07-08-0189		-- Air Tank Brackets - Hot Dipped Galvanized	1	0.00	0.00
07-08-0301		-- Park Brake Rear Wheels Only	1	0.00	0.00
08-02-0130		-- Park Brake Control Driver Dash	1	0.00	0.00
07-08-0410		-- Wabco System Saver 1200	1	201.00	201.00
07-08-0557		-- Moisture Ejectors Auto	1	91.00	91.00
07-08-0570		-- Air Supply Lines Nylon	1	0.00	0.00
07-09-0011		Frame Double Channel 35" Frame Width	1	0.00	0.00
07-09-0045		-- Wheelbase Range 220" - 239"	1	0.00	0.00
07-09-0085		-- Rear Overhang 100.0"	1	0.00	0.00
07-09-0137		-- Frame/Front Extension Hot Dip Galvanized	1	2272.00	2272.00
08-09-0200		-- Galvanized Frame Warranty BR	1	0.00	0.00
07-09-0105		-- Misc Frame Options 78' Aerial Hole Pattern	1	0.00	0.00
<b>ENGINE</b>			<b>1</b>	<b>0.00</b>	<b>0.00</b>

PART NO	S	DESCRIPTION	QTY	EACH	EXTENDED
06-00-0050		-- Engine Placement	1	0.00	0.00
06-00-1500		-- Engine, Cummins ISL 9L, Base Spec 2016	1	0.00	0.00
06-00-1512	>	-- 450HP Cummins ISL 9L	1	1039.00	1039.00
06-02-1110		-- Fan Clutch - ISL	1	0.00	0.00
06-04-3000		-- Fan Clutch Programming - Standard	1	0.00	0.00
06-03-1010		-- Engine High Idle Speed 1250 RPM	1	0.00	0.00
06-03-1022	>	-- Engine High Idle Control Manual & Automatic w/Load Mng	1	0.00	0.00
06-05-3010		-- Engine Air Intake Filtration and Restriction ISL	1	0.00	0.00
06-06-3640		-- Engine Exhaust System Under Frm Officer Inboard w/DPF/SCR Inline ISL 9L -2016	1	0.00	0.00
06-06-4000		-- DEF Tank	1	0.00	0.00
06-06-4100		-- DEF Tank Access Fill Door	1	0.00	0.00
06-08-0100		-- Engine Exh Acc Temp Mitigation	1	0.00	0.00
06-08-0200		-- Engine Exhaust Wrap	1	0.00	0.00
08-02-0140		-- DPF Control Regeneration Switch & Inhibit Switch Covered	1	0.00	0.00
06-04-2000		-- Engine Cooling System- ISL	1	0.00	0.00
06-05-1007		-- Engine Pump Heat Exchanger ISL	1	0.00	0.00
		<b>TRANSMISSION</b>	<b>1</b>	<b>0.00</b>	<b>0.00</b>
07-01-0101	>	-- Transmission Allison 3000 EVS with Retarder	1	5000.00	5000.00
07-01-0502		-- Transmission Fluid - Synthetic	1	240.00	240.00
07-02-0008		-- Transmission GEN V-E Push Button Key Pad	1	0.00	0.00
07-02-0012		-- Transmission 1 o'clock PTO	1	0.00	0.00
07-02-0052		-- Transmission Mode Programming 5th Startup/5th Mode	1	0.00	0.00
07-02-0066		-- Transmission Feature Programming I/O Package 198/Pumper	1	0.00	0.00
07-02-0080		-- Transmission Retarder Capacity Level Low	1	0.00	0.00
07-02-0071		-- Trans Ret Control 1/3 Throttle 2/3 Brk - On/Off Switch Driver Console	1	291.00	291.00
07-02-0251		-- Driveline Spicer 1710 HD	1	0.00	0.00
07-04-0310		-- Fuel Tank 50 Gal/189 Liter, Dual Fill	1	0.00	0.00
07-04-0108		-- Fuel Filter/Water Separator Cummins FS1065	1	0.00	0.00
07-04-0216		-- Fuel Lines Aramid Braid	1	0.00	0.00
07-04-0225		-- Fuel Shutoff Valve (2) at Filter	1	0.00	0.00
07-04-0230		-- Fuel Cooler Behind Battery Box	1	0.00	0.00
07-04-0400		-- Line-X Coat Fuel Tank	1	354.00	354.00
08-00-0404		-- Alternator Niehoff 360A - ISL	1	971.00	971.00
		<b>ELECTRICAL SYSTEM</b>	<b>1</b>	<b>0.00</b>	<b>0.00</b>
08-00-0101		Electrical System 12V DC	1	0.00	0.00
08-01-0055		-- Driver Panel / Controls & Switches - 12V DC	1	0.00	0.00
08-01-0240		-- Master Warning Switch on Driver Panel	1	0.00	0.00
08-03-0110		-- Communication Antenna Base Cab Roof - RBM Supplied	1	100.00	100.00
08-03-0231		-- Comm Ant Cable Routing Under Dash Panel	1	0.00	0.00
08-04-1200	>	-- Radio WB/AM/FM/CD - Console Mount	1	426.00	426.00
08-04-2100		-- Four (4) Speakers	1	204.00	204.00
08-00-0352		-- Load Management System	1	0.00	0.00
08-01-0010		-- Instrumentation Standard Pacific Insight Gauge Panel	1	0.00	0.00

PART NO	S	DESCRIPTION	QTY	EACH	EXTENDED
08-01-0125		-- Instrumentation Backlighting Red	1	0.00	0.00
08-02-0612		-- Class 1 VDR/Seat Belt Warn	1	0.00	0.00
08-00-0326		Batteries (4) Group 31	1	56.00	56.00
08-00-0207		-- Battery Box Driver/Officer Side Steel w/Covers	1	446.00	446.00
08-00-0249		-- Battery Cables (4)	1	0.00	0.00
08-00-0251		-- Battery Jumper Studs Front Driver Lower Step	1	0.00	0.00
08-01-0034		-- 2 Position Battery Master - Driver's Kick Plate	1	0.00	0.00
08-01-0036		-- Ignition Switch	1	0.00	0.00
08-01-0040	>	-- Power & Ground Stud 40A Batt Direct / 15A Ignition	1	0.00	0.00
08-00-0721		-- Ground Lights LED Whelen 3SC0CDCR	1	0.00	0.00
08-01-0751		-- Ground Lights Activation with Park Brake	1	0.00	0.00
08-00-0732		-- Cab Step Lights LED (1 Per Step)	1	0.00	0.00
08-01-0753		-- Step Lights Activated Respective Side	1	0.00	0.00
08-00-0758		-- Interior Door Warning Lts Weldon 15" Amber Direct Flash Mtd Abv Window	1	349.00	349.00
08-00-0783		-- Engine Compartment Work Light LED (2)	1	0.00	0.00
08-00-0791		-- Interior Overhead LED Lighting Red/Clear	1	0.00	0.00
08-00-0814	>	-- Add'l LED Dome Lt Red/Clear - Door Activated	1	156.00	156.00
08-00-4090	>	Dr Open/Hazard Wrn Lt, Flash, Whelen 3SR00FRR LED Rnd (Do Not Move Appar	1	0.00	0.00
08-00-4102		==== NO Door Open Alarm - PTS =====	1	0.00	0.00
08-01-2010		Back-Up Alarm Ecco 575	1	0.00	0.00
08-05-1102		Aerial Interface - Rosenbauer Aerial - 12V DC	1	0.00	0.00
08-06-0145	S <	Driver & Officer Cameras; Black, Rear Camera; Driver & Officer Monitors w/Sound Driver and Officer side cameras Black	1	1497.00	1497.00
08-08-NM40		Battery Chrgr, Newmar EV-40	1	165.00	165.00
08-08-0199		-- Automatic Shoreline - 20 Amp	1	0.00	0.00
08-08-20AY		-- Shoreline, Super Auto Eject, 20A, Yellow	1	0.00	0.00
08-08-06WW	>	-- Shoreline Locations Driver's Side Above Wheel Well	1	0.00	0.00
08-08-41CS	>	-- Indicator Location Canopy Window	1	0.00	0.00
<b>Total Additions to Base Model</b>					<b>34,652.00</b>

QUOTATION

BODY

Madeira Beach Fire Department  
 Derryl O'Neal  
 250 Municipal Drive  
 Madeira Beach, FL 33708  
 (727) 391-3400

Quote No: 10192-0014  
 11/03/2015

PART NO	S	DESCRIPTION	QTY	EACH	EXTENDED
		== Aerial Bid Prep Forms - 4012.015 04/01/15 ==	1	0.00	0.00
00-00-0100	S	BODY DESIGN PRICE ADJUSTMENT	1	0.00	0.00
00-00-1100	S	> Information Request Form (Factory Required)	1	0.00	0.00
00-00-1200	S	> Chassis Information Summary (Factory Required)	1	0.00	0.00
00-00-1300	S	MADIERA BEACH FIRE DEPARTMENT	1	0.00	0.00
00-00-1500	S	< > S.O.R. / MAXIMUM OVERALL HEIGHT 11' 10"	1	0.00	0.00
		11'10"			
00-00-1509		Overall Length Restriction, NONE	1	0.00	0.00
00-00-1519		Overall Width Restriction, NONE	1	0.00	0.00
00-00-1529		Wheelbase Restriction, NONE	1	0.00	0.00
00-00-1539		Angle of Approach, NFPA Minimum, 8 Degrees	1	0.00	0.00
00-00-1549		Angle of Departure, NFPA Minimum, 8 Degrees	1	0.00	0.00
01-07-0150		-- Technical Drawings, Left-Right-Rr Views	1	0.00	0.00
01-07-0350		-- Technical Drawings, Front View	1	0.00	0.00
01-07-0450		-- Technical Drawings, Top View	1	0.00	0.00
02-02-0200		> Pre-Construction Conference At Mfg.	1	3000.00	3000.00
02-02-0300		> Inspctn Trip	1	3000.00	3000.00
02-02-0400	S	< S.O.R. / Penalty Clause Delivered to the customer within 360 days.	1	0.00	0.00
02-10-6010		Delivery - Aerial (1501 to 1750 miles)	1	0.00	0.00
02-13-5030		Delivery	1	0.00	0.00
		== Aerial Warranties - 4012.015 04/01/15 ==	1	0.00	0.00
01-16-0250		-- Warranty, Apparatus, Bumper to Bumper, 2 Years	1	3213.00	3213.00
01-19-0350		-- Warranty, Bdy, Alum, 10 Years	1	0.00	0.00
01-19-2800		-- Warranty, Subframe, Lifetime Galv	1	0.00	0.00
01-20-0450		-- Warranty, Paint, PPG, 10 Years	1	0.00	0.00
01-21-0250		-- Warranty, Lettering and Striping, 2 Years	1	0.00	0.00
01-17-0650		-- Pump Warranty, Hale Lmtd Std, 5 Years,(2 yrs P/L-3 yrs P)	1	0.00	0.00
01-17-1050		-- Plmbg Warranty, Stnls Stl, 10 Years	1	0.00	0.00
01-33-3100		-- Mnls, Bdy Complete, 1 Set Printed With CD	1	0.00	0.00
01-33-3400		-- Mnls, Bdy Complete, Electronic Internet Service	1	0.00	0.00
01-33-3710		-- In Process Photos	1	500.00	500.00
01-33-3810		-- Manuals, Body, Complete, Customized	1	350.00	350.00
02-90-0500		> Chassis, Commander Cstm	1	0.00	0.00

PART NO	S	DESCRIPTION	QTY	EACH	EXTENDED
		<b>== Use Drop Down For Chassis Options - 5060.015</b>	<b>1</b>	<b>0.00</b>	<b>0.00</b>
		<b>05/06/15 ==</b>			
		<b>== Aerial - DC Electrical System COMMANDERS</b>	<b>1</b>	<b>0.00</b>	<b>0.00</b>
		<b>ONLY - 4012.015 04/01/15 ==</b>			
56-01-1360		-- Siren, Elect, F-S PA-300 w/Priority #690002	1	105.00	105.00
56-02-1600		-- Spkr, F-S Dynamax, ES100C 100 Watt	1	17.00	17.00
56-02-1652		-- Spkr Mnt, Stnls Stl, F-S Trim Ring ESFMT	1	108.00	108.00
56-03-1100		-- Spkr Lctn, Bumper, Rcsd, Center	1	0.00	0.00
56-06-0300		-- Siren, F-S, Q2B, Mech, Pedestal Mted	1	2068.00	2068.00
56-07-1300		-- Siren Cntrl, F-S, Q2B, Driver's Side Foot Swtch	1	134.00	134.00
56-07-1800		-- Siren Cntrl, F-S, Q2B, Rocker, Dual Action, Red, Console	1	182.00	182.00
56-07-1100		-- Siren Brake, F-S, Q2B, Driver's Side	1	75.00	75.00
57-04-3600	S <	-- S.O.R. / Lt Bar, FS, Vison SLR, Split Vision VSLR6S-NFPA3 SAME AS STD BAR, JUST CLEAR LENS FOR ALL PODS	1		
57-10-0600		-- Lightbar Cntrl, with Master Warning Switch <b>REAR FACING - UPPER WARN LTS - UPPER ZONE C</b>	1	0.00	0.00
			<b>1</b>	<b>0.00</b>	<b>0.00</b>
58-73-2600	S < >	-- S.O.R. / Wrn Lts, F-S, Upper Rr (2) QuadFlare LED, 4x6 QL64F-R NO CHROME BEZEL	1		
57-22-5010	S	-- S.O.R. / Wrn Lt, Drvr, Fed Sig Quadra Flare 4x6 Red LED, Clear Lens, Ea	1		
57-22-5001		-- Wrn Lt, Offcr, Fed Sig Quadra Flare 4x6 Red LED, Clear Lens, Ea	1		
58-63-2400	S < >	-- S.O.R. / Wrn Lts, F-S, Upr Sd Rr (2) QuadFlare LED 4x6 QL64F-R CHANGE QTY TO 1 -- ONLY NEED FOR SIDE REAR FACING AT REAR OF BODY ONE EACH SIDE	1		
57-22-5010	S	-- S.O.R. / Wrn Lt, Drvr, Fed Sig Quadra Flare 4x6 Red LED, Clear Lens, Ea	1		
57-22-5011	S	-- S.O.R. / Wrn Lt, Offcr, Fed Sig Quadra Flare 4x6 Red LED, Clear Lens, E	1		
58-05-6000		-- Wrn Lts, F-S, Inbrd Warn Lt Frnt, (2) Quadra Flares 4x6	1		
57-22-5000		-- Wrn Lt, Drvr, Fed Sig Quadra Flare 4x6 Red LED, Clear Lens, Ea	1		
57-22-5001		-- Wrn Lt, Offcr, Fed Sig Quadra Flare 4x6 Red LED, Clear Lens, Ea	1		
58-05-6100	S < >	-- S.O.R. / Wrn Lts, F-S, Outboard Warn Lt Frnt, (2) Quadra Flares 4x6 HEADLIGHTS LOW	1		
57-22-5010		-- Wrn Lt, Drvr, Fed Sig Quadra Flare 4x6 Red LED, Color Lens, Ea	1		

PART NO	S	DESCRIPTION	QTY	EACH	EXTENDED
57-22-5011		-- Wrn Lt, Offcr, Fed Sig Quadra Flare 4x6 Red LED, Color Lens, Ea	1		
58-11-2400	S <	-- S.O.R. / Wrn Lts, F-S, Intrsect, (2) QuadraFlare LED 6x4 NO CHROME BEZEL	1		
57-22-5000		-- Wrn Lt, Drvr, Fed Sig Quadra Flare 4x6 Red LED, Clear Lens, Ea	1		
57-22-5001		-- Wrn Lt, Offcr, Fed Sig Quadra Flare 4x6 Red LED, Clear Lens, Ea	1		
58-28-3300	>	-- Wrn Lts, F-S, Lwr Mid Bdy (2) IMPAXX6 LED, Blk Bzl	1		
57-22-1000		-- Wrn Lt, Drvr, Fed Sig Impaxx Red LED, Clear Lens, Ea	1		
57-22-1001		-- Wrn Lt, Offcr, Fed Sig Impaxx Red LED, Clear Lens, Ea	1		
58-38-2400	S < >	-- S.O.R. / Wrn Lts, F-S, Low Rr Side (2) QuadFlare LED 4x6 QL64XF-R NO CHROME BEZEL	1		
57-22-5010	S <	-- S.O.R. / Wrn Lt, Drvr, Fed Sig Quadra Flare 4x6 Red LED, Clear Lens, Ea CLEAR LENS	1		
57-22-5011	S <	-- S.O.R. / Wrn Lt, Offcr, Fed Sig Quadra Flare 4x6 Red LED, Clear Lens, Ea CLEAR LENS	1		
58-83-2400	S < >	-- S.O.R. / Wrn Lts, F-S, Low Rr (2) QuadFlare LED, 4x6, QL64XF-R NO CHROME BEZEL	1		
57-22-5000		-- Wrn Lt, Drvr, Fed Sig Quadra Flare 4x6 Red LED, Clear Lens, Ea	1		
57-22-5001		-- Wrn Lt, Offcr, Fed Sig Quadra Flare 4x6 Red LED, Clear Lens, Ea	1		
50-03-1000		Elecal, Base, Standard, W/O Load Mgmt	1	9.00	9.00
50-05-1520		-- Electrical Jct Box, SEALED WEATHER PROOF	1	78.00	78.00
50-12-1200		Swch Panel, Cab Dash	1	1.00	1.00
50-15-5100		Battery Chrgr, Chs Supl'd	1	0.00	0.00
50-41-3000		Air Horns, (2) Rcsd, One Ea Side Bumper, 24.5" Stuttertone, Chrome	1	0.00	0.00
50-43-2000		-- Air Horn Cntrl, Driver, Horn Ring, Air/Elec	1	0.00	0.00
50-43-2300		-- Air Horn Cntrl, Officer, Sgle Dash Swch	1	0.00	0.00
		<b>DOME-CABINET-INTERIOR-ENGINE-PUMP LtS</b>	<b>1</b>	<b>0.00</b>	<b>0.00</b>
51-05-6400		Lt, Pump Cmpt, 12 Volt LED With Swch	1	0.00	0.00
51-05-9000		-- Switch on Light Head	1	0.00	0.00
51-20-3100	>	-- Fldlt, Mntg Lctn, Front Edge Of Cab Roof	2	89.00	178.00
51-15-1290	>	-- Fldlt, FRC, Evolution LED FCA800-V15, 150W, Cab Roof Mnt	2	1134.00	2268.00

PART NO	S	DESCRIPTION	QTY	EACH	EXTENDED
51-15-2700		-- Fldlt, Cab Mt, Brow, Contour Brkt, FRC	2	205.00	410.00
51-20-4200	>	-- Lt Swtch , Remote Lctn, In Chassis Cab	2	173.00	346.00
51-20-3500	< >	Fldlt, Mntg Lctn, Front Of Bdy	2	44.00	88.00
		One on left side over L1 and one on right side above R1			
51-15-1280	>	-- Fldlt, FRC, Evolution LED FCA100-V15, 150W, Pedestal Mnt	2	1213.00	2426.00
51-20-4200	>	-- Lt Swtch , Remote Lctn, In Chassis Cab	1	173.00	173.00
51-20-4220	>	-- Lt Swtch , Remote Lctn, Pump Panel	1	173.00	173.00
52-01-1100		Back Up Alarm, w/Chassis	1	0.00	0.00
52-02-1100		Back Up Camera, Install Chassis Supl'd	1	453.00	453.00
52-08-1009		-- Hand Lights, NFPA Compliance - Spl'd/Instl'd by DEPT	1	0.00	0.00
52-15-1700	>	Radio, Fire, Install Cstmer Supl'd	1	152.00	152.00
51-00-1700		-- 12V Power/Ground, 30A, Radio Lctn	1	152.00	152.00
51-00-4000		-- Switched Power, Thru Master	1	0.00	0.00
52-15-1500		-- Radio Spkr, Fire, Install Cstmer Supl'd, Ea	1	152.00	152.00
53-01-1200		Marker Lts, LED, DOT Requirements	1	0.00	0.00
53-02-1100		License Plate Brkt, Chrome w/ Lt, Rr	1	0.00	0.00
53-02-1400		License Plate Brkt, Chrome, No Lt, Front LP0005-1-C	1	146.00	146.00
53-03-0090		Federal QuadraFlare Rr DOT LED Lgtnng Pkg (4x6)	1	0.00	0.00
53-03-2800		-- Tail/Brake Lts, F-S QuadraFlare, LED, 6"x4" (Pair)	1		
53-04-2800		-- Turn Signals, F-S QuadraFlare, QL64Z-TURN, Amber LED, 4"x6" (Pair)	1		
53-06-3700		-- Backup Lts, F-S QuadraFlare, QL64Z-BACKUP, LED, 4"x6" (Pair)	1		
53-05-1800		Turn Signals, Mid Bdy, LED Marker Lt (Pair)	1	0.00	0.00
54-03-1220		-- Ground Lts, Pump Panel, LED, Pr Whelen 3SC0CDCR	1		
54-03-1620		-- Ground Lts, Rr Step, LED, Whelen 3SC0CDCR, Pair	1		
54-04-1999		-- Lt Swtch , Ground Lts w/ Park Brake	1	0.00	0.00
54-10-1450		Step Lt, Rr Tailboard, LED, Ea	2		
54-11-2100		Lt Swtch , Step/Wlkwy Lts Wired Park Brake Swtch	1	0.00	0.00
54-15-4220	>	-- Scene Lt, F-S, LED, COM7K-900, Surface Mnt, 7000 lumens	2	376.00	752.00
54-15-5700		-- Scene Lt Lctn, Rr Of Bdy	1	0.00	0.00
54-15-6670		-- 3-Way Cntrl Swtch, Rr Scene Lts, Cab Dash/Pmp Pnl	1	210.00	210.00
54-15-6700		-- Scene Lt Swtch , Rr Scene Lts, Auto w/ Reverse	1	95.00	95.00
58-93-1600		Traffic Arrow Lt, F-S, 32" LED, SL8S-A	1	663.00	663.00
58-93-2900	>	-- Traffic Arrow Lt, Signal Light Feature	1	305.00	305.00
58-95-1300		Traffic Arrow Lt Mntg, Surface Mt, Rr Bdy	1	0.00	0.00
		<b>== Aerial - Chassis Modifications - 4012.015 04/01/15 ==</b>	<b>1</b>	<b>0.00</b>	<b>0.00</b>
		==			
10-02-1100		-- Label, Data, Fluid Levels	1		
10-02-1200		-- Label, Data, Height x Length, Weight	1		
10-02-1300		-- Label, Data, "No Ride" Rr Step	1		
10-02-2100		-- Label, Indicating Number of Seats	1		
10-02-2500		-- Label, "Caution: Do Not Wear Helmet While Seated"	1		

PART NO	S	DESCRIPTION	QTY	EACH	EXTENDED
10-03-6000		-- Tow Plates (2), Rr Frame Rail, Under Step	1	0.00	0.00
80-43-2400		-- Painting, Tow Plates, Blk	1	0.00	0.00
10-04-0330		-- Front Bumpers, 3000, Max Force 12"H, Max Force Wings	1	0.00	0.00
10-05-3318	S <	-- S.O.R. / Frnt Bmpr, 3000, Max Force 12"H, T/P Apron, M/F Wings, 18" Extnsn Spray treadplate apron with black bed liner and add grip strut inserts.	1	169.00	169.00
10-04-2700		-- Bumper Cmpt, Center, Tool Cmpt	1	0.00	0.00
10-04-3150	S <	-- S.O.R. / Bumper Cmpt Door, Alum T/P, Flat Style Paint lid with black bed liner	1	238.00	238.00
10-05-9210	>	-- Tow Eyes 3" Painted Above	1	122.00	122.00
10-06-1110		-- Whl Trim, S/S Hub/Lug Cvr, Front/Rr, Sngl Axle	1	0.00	0.00
10-06-1602		-- Tire Pressure Indicator, Sngl Axle, Commander	1	87.00	87.00
10-07-0100		-- Exhaust Supplied With Chassis	1	0.00	0.00
10-08-2100		-- Mud Flaps, Rr Whls, Blk, w/ Bdy	1	0.00	0.00
10-12-6100		-- SCBA Brkt, Crew Seat, With Chs	1	0.00	0.00
10-12-9200		-- Holder, Helmet, On Scene Talon	4	230.00	920.00
10-13-1200		-- Cabinet, Crew Cab, Center Rr Wall, Full Height Roll Up	1	1733.00	1733.00
10-13-3540		-- Exterior Finish, Cabinet, To Match Cab Interior	1	228.00	228.00
10-13-3550		-- Interior Finish, Cabinet, Natural	1	0.00	0.00
10-13-3600		-- Shelf, Adjust, Crew Cab Cabinet	1	173.00	173.00
30-02-1210		-- Dr Locks, Roll-Up, Ea	1	99.00	99.00
55-01-3530		-- Cmpt Lt, Wall, FRC Sunstrip, 36" LED Tube Lt, (1) Ea Cmpt	1	162.00	162.00
55-06-1100		-- Cmpt Lt, Dr Swtch, Auto, Ea	1	83.00	83.00
10-13-4200		-- Binder Storage Module, Cab, Custom Chassis, rear Engine Tunnel, Three (3) 2"	1	128.00	128.00
10-13-3540		-- Exterior Finish, Cabinet, To Match Cab Interior	1	228.00	228.00
10-13-3550		-- Interior Finish, Cabinet, Natural	1	0.00	0.00
		<b>== Midship Aerial Pump &amp; Plumbing - 4012.015</b>	<b>1</b>	<b>0.00</b>	<b>0.00</b>
		<b>04/01/15 ==</b>			
20-09-2200	<	-- Pump, Hale, DSD, 1 Stage, Midship MP3 78' Aerial	1	0.00	0.00
20-09-2130	>	-- Pump Flow Rtn, Hale, DSD, 1500 GPM	1		
22-03-1600		-- Intk, Ungated, 6", LH Side	1		
22-41-5700		-- Cap, 6", Chrome Long Hndl	1		
22-03-2600		-- Intk, Ungated, 6", RH Side	1		
22-41-5700		-- Cap, 6", Chrome Long Hndl	1		
20-14-2300		-- Pump Seal, Mech, Hale	1		
20-14-3100		-- Pump Shift, Hale, Elec/Pneumatic, Midship	1		
20-29-1100	>	-- Primer, Trident Air Primer	1		
20-29-1252		-- Primer Control - Main Pump Manual Push Button	1		
27-10-3100		-- Pressure Gvrnr, FRC, Pump Boss 400 Series, w/Bdy	1		

PART NO	S	DESCRIPTION	QTY	EACH	EXTENDED
		<b>STAINLESS STEEL PUMP PLUMBING *</b>	<b>1</b>	<b>0.00</b>	<b>0.00</b>
21-00-2000		-- Screens/Anodes, Pump	1		
21-00-3300		-- Piping, Stnls Stl - 1250 GPM & Up	1		
21-01-0300	>	-- Pump Drain, Master, Manifold, Hand Whl Type	1	13.00	13.00
21-01-5500		-- Intk Manifold, Stnls Stl	1		
21-01-6500		-- Dschg Manifold, Stnls Stl	1		
21-01-7300		-- Painting, Pump & Piping, Unpainted	1	0.00	0.00
21-01-8100		-- Threads, National Hose (NST)	1	0.00	0.00
22-51-5200		-- Tank-To-Pump, Water Tank, 3" Vlv/3" Piping	1	321.00	321.00
22-50-0100		-- Single Tank to Pump Control - Pump Operator's Panel	1	0.00	0.00
24-62-1300		-- Vlv Mfger, AKR, 8000, (3")	1		
24-56-3000	>	-- Dschg Vlv Cntrl, Pull Rod, Cable	1		
27-02-1500	>	-- Gauge, Dschg, IC, 2-1/2" 400#, WF	1		
23-02-1200	>	-- Tank Fill/Cooling Line, Water Tank, 1-1/2"	1		
24-56-3000	>	-- Dschg Vlv Cntrl, Pull Rod, Cable	1		
27-02-1500	>	-- Gauge, Dschg, IC, 2-1/2" 400#, WF	1		
24-62-1150		-- Vlv Mfger, AKR, 8000, (1-1/2")	1		
20-30-3100		-- Pump Instln, Midship Split-Shaft, By Bdy Bldr	1	1169.00	1169.00
20-31-3600		Dump-Relief Vlv, Suction Side, TFT A18	1		
20-31-4100		Pump Cooler, Bypass-To-Tank, 3/8"	1		
20-31-5100	>	Heat Exchanger, Engine, Hook-Up Only	1		
20-31-5300		Heat exchanger, Hose, Silicone	1		
20-31-1010		-- Fire Pump Testing - Aerials	1	0.00	0.00
20-31-1250		-- Pump Test, Aerial, UL	1	43.00	43.00
20-31-1500		-- Pump Test, Label	1		
22-12-1100		Intk, Aux, Gtd, 2-1/2", NST, Left Side	1		
21-01-2502		-- Drain/Bleeder, IC Lift-Up, Mnl 1/4 Turn - Spec Only	1		
22-41-1100		-- Plug, 2-1/2", Chrome Rocker Lug, w/Chain	1		
24-62-1250		-- Vlv Mfger, AKR, 8000, (2-1/2")	1		
22-55-4050		-- Intk Vlv Cntrl, AKR, Mnl Swing Type-Adjacent	1		
23-06-2200	S	-- S.O.R. / Speedlay Dschgs, (2) 1-1/2", Over Pump Panel	1	0.00	0.00
21-01-2502		-- Drain/Bleeder, IC Lift-Up, Mnl 1/4 Turn - Spec Only	1	0.00	0.00
23-08-8100		-- Speedlay, 1-3/4", Removable Hose Tray, Alum	2		
24-61-1200		-- Vlv Mfger, AKR, 8000, (2")	2	0.00	0.00
24-56-3000	>	-- Dschg Vlv Cntrl, Pull Rod, Cable	2		
27-02-1500	>	-- Gauge, Dschg, IC, 2-1/2" 400#, WF	2		
23-07-2100	<	-- Crosslay Dschg, (1) 2-1/2", Over Pump Panel Crosslay over preconnects	1	1154.00	1154.00
<b>DELETE FRONT BUMPER PRE-CONNECT</b>				<b>1376.00</b>	<b>1376.00</b>
21-01-2202		-- Drain/Bleeder, Class 1, Automatic - Spec Only	1	0.00	0.00
24-61-1250		-- Vlv Mfger, AKR, 8000, (2-1/2")	1	0.00	0.00
26-17-1050	>	-- Sealed Lever Banks - Cable Cntrls (EACH)	1	249.00	249.00
27-02-1500	>	-- Gauge, Dschg, IC, 2-1/2" 400#, WF	1	86.00	86.00
23-08-3900		-- Crosslay Cvr, Alum, Cargo Web End Flaps	2		
23-08-4130		-- Crosslay Trim, Alum Angles, Both Sides	1	70.00	70.00
23-09-4100		Dschg, 2-1/2", Left Side, Pump Panel	2		

PART NO	S	DESCRIPTION	QTY	EACH	EXTENDED
21-01-2502		-- Drain/Bleeder, IC Lift-Up, Mnl 1/4 Turn - Spec Only	2	0.00	0.00
24-02-1200		-- Elbow, 2-1/2"F x 2-1/2" NST M, Chrome	2		
24-03-1400		-- Cap, 2-1/2", NST Chrome, Rocker Lug, w/Chain	2		
24-61-1250		-- Vlv Mfger, AKR, 8000, (2-1/2")	2	0.00	0.00
26-17-1050	>	-- Sealed Lever Banks - Cable Cntrls (EACH)	2	249.00	498.00
27-02-1500	>	-- Gauge, Dschg, IC, 2-1/2" 400#, WF	2		
23-10-4100		Dschg, 2-1/2", Right Side, Pump Panel	1		
21-01-2502		-- Drain/Bleeder, IC Lift-Up, Mnl 1/4 Turn - Spec Only	1		
24-02-1200		-- Elbow, 2-1/2"F x 2-1/2" NST M, Chrome	1		
24-03-1400		-- Cap, 2-1/2", NST Chrome, Rocker Lug, w/Chain	1		
24-61-1250		-- Vlv Mfger, AKR, 8000, (2-1/2")	1		
26-17-1050	>	-- Sealed Lever Banks - Cable Cntrls (EACH)	1		
27-02-1500	>	-- Gauge, Dschg, IC, 2-1/2" 400#, WF	1		
23-10-5200		Dschg, 3" x 4"NST, Right Side, Pump Panel	1	390.00	390.00
21-01-2502		-- Drain/Bleeder, IC Lift-Up, Mnl 1/4 Turn - Spec Only	1		
24-02-2600		-- Elbow, LW Alum, 5" Storz x 4"F	1		
24-03-2200		-- Cap, LW Alum, 5" Storz, w/Cable	1		
24-61-1300		-- Vlv Mfger, AKR, 8000, (3")	1		
26-17-1050	>	-- Sealed Lever Banks - Cable Cntrls (EACH)	1		
27-02-1500	>	-- Gauge, Dschg, IC, 2-1/2" 400#, WF	1		
24-10-1100	>	Aerial Dschg/Inlet, 3", Rr	1		
21-01-2500		-- Drain/Bleeder, IC Lift-Up, Mnl 1/4 Turn	1		
24-02-2600		-- Elbow, LW Alum, 5" Storz x 4"F	1	142.00	142.00
24-03-2200		-- Cap, LW Alum, 5" Storz, w/Cable	1	74.00	74.00
24-61-1300		-- Vlv Mfger, AKR, 8000, (3")	1	0.00	0.00
24-53-1200		-- Dschrg Vlv Cntrl, AKR, 3", Handwheel	1		
27-02-1500	>	-- Gauge, Dschg, Noshok, 2-1/2" 400#, WF	1		
24-10-5000		Relief Valve, Aerial Waterway	1		
24-10-5100		Drain Valve, Aerial Waterway	1		
25-06-1100	>	-- Foam Sys, F/PRO 1600, Cls A, 1.7G, 12V, 2"NPT	1		
25-20-1200		-- Foam Plmbg, Sngl Class A Tank, 1" Mnl Vlv	1		
25-21-1300		-- Foam Tank, Intgrl Poly, 20 Gal, Class A	1		
25-22-9100		-- Foam Tank, No Manufacturer Preference	1		
25-23-1000		-- Foam Tank Drain, 1" Gate Vlv, Under Tank	1		
25-24-3000	>	-- Foam Pump, FoamPro, 12V Elec, Refill Transfer	1	2399.00	2399.00
27-36-5020		-- Foam Tank Gauge, IC, 10-LED, Class A, Pump Panel (straight)	1		
25-19-9000		-- Foam System, NFPA #1901, Install Standards	1	0.00	0.00
		<b>== Aerial - Side Mount Pump Compt - 4012.015</b>	<b>1</b>	<b>0.00</b>	<b>0.00</b>
		<b>04/01/15 ==</b>			
26-02-1600		Pump Enc, Side Mt, Extrd Alum, Aerial	1		
26-30-1100	S <	S.O.R. / Rng Brd, LH Pump Panel, Alum T/P, SM Spray treadplate with black bed liner and add grip strut inserts.	1	200.00	200.00
26-30-1150	S <	S.O.R. / Rng Brd, RH Pump Panel, Alum T/P, SM Spray treadplate with black bed liner and add grip strut	1	200.00	200.00

PART NO	S	DESCRIPTION	QTY	EACH	EXTENDED
		inserts.			
26-30-3000	S <	S.O.R. / Step, Slide Out, Alum T/P, LH Pump Panel Spray roll out step with black bed liner and add grip strut inserts.	1	247.00	247.00
26-31-3100		Pump Side Access Door, Upper LH, Alum T/P	1		
26-31-3200		Pump Side Access Door, Upper RH, Alum T/P	1		
26-35-5100		Pump Panel, Blk Thermo, LH/RH, SM	1		
26-35-1100		-- Pump Panel, Bltd, LH	1	0.00	0.00
26-35-1200		-- Pump Panel, Bltd, RH	1	0.00	0.00
26-36-5150		Trim Panels, IC Color, Intks and Dschgs	1		
26-55-1100		Labels, Test Data and Safety Placards	1		
26-55-2400		Labels, Innovative Controls Color Coded	1		
26-56-1120		Pump Panel LED Lts, (3) Weldon 2631, Midship LH w/ Swtrch on Pmp Oprtr's Pnl	1		
26-56-1220		Pump Panel LED Lts (2), Midship RH, Weldon 2631	1		
26-56-2000		Pump Panel Lt (1), Actuated w/Pump Engagement	1		
27-01-1500	>	-- Mstr Gauges, Noshok, 4" PSI, Pr	1		
27-01-4100	>	Gauge, Test Taps	1		
		<b>PUMP PANEL INSTRUMENTATION</b>	<b>1</b>	<b>0.00</b>	<b>0.00</b>
27-35-4012		Water Tank Gauge, IC, 10-LED, Pump Panel (straight) 303035-04	1	57.00	57.00
		<b>== HLF/D/LRFD SA 75/100 RM Aerial (side bed) - 4012.015 04/01/15 ==</b>	<b>1</b>	<b>0.00</b>	<b>0.00</b>
25-25-0062		-- Water Tank, Rectangular Tank	1		
25-38-1300	<	-- Water Tank, 500 Gal, Aerial, Poly 500 - 20 gallons foam=480 water	1	1706.00	1706.00
25-44-1200		-- Water Tank, Fill Tower, 10" x 10", <500 Gals	1	0.00	0.00
25-42-1100	>	-- Water Tank, Base Specs, Poly	1	0.00	0.00
25-42-1190		-- Water Tank, Manufacturer, No Preference, Poly	1	0.00	0.00
01-18-0800		-- Warranty, Water Tank, No Preference	1	0.00	0.00
40-00-0100		<b>AERIAL - RMA75 SA - 1/8" FRMD ALUM</b>	1		
30-01-1860		-- Bdy Const - Rosenbauer Aerial - 1/8" Alum	1	0.00	0.00
30-01-2250		-- Electrolysis Corrosion Cntrl	1		
30-01-3130		-- Cover, Outrigger, Pntd Alum	1	175.00	175.00
30-01-3152		-- Outrigger Plates	1		
30-01-1861	U	-- S.O.R. / Spray TP Compartment Tops with Black Bed Liner	1	500.00	500.00
30-02-2100		-- Alum Treadplate Compt Floors	1	0.00	0.00
44-06-2200		-- Whl Well Panel, Alum Pntd, Sngl Axle - Alum	1	0.00	0.00
44-06-4100	S <	-- S.O.R. / Fenderette, Polished Aluminum Spray fenderette with black bed liner	1	250.00	250.00
40-00-2250		SA RM75 HLF/D/LRHD, 102" OAW, 26" Full Dpth/26" LwrDpth	1	0.00	0.00
		<b>AERIAL / PLATFORM HOSEBEDS - SIDE HOSEBED</b>	<b>1</b>	<b>0.00</b>	<b>0.00</b>
41-39-1300		-- Hosebed, Aerial, Right Hand Side Load	1		

PART NO	S	DESCRIPTION	QTY	EACH	EXTENDED
41-39-2100		-- Hosebed, Grating, Extrd Alum, Aerial	1	0.00	0.00
41-39-5100		-- Hosebed, Divider, 1/4" Alum	1	571.00	571.00
41-40-1100		-- Hosebed Cvr, Vinyl, Side Load Aerial/Pltfrm, Velcro	1		
41-40-3100		-- Hosebed Cvr, SS Trim, Fxd Front	1	165.00	165.00
40-00-5100		-- Bdy, Aerial Subframe Sngl Axle	1		
40-01-3200		-- Bdy, Aerial, Overall Width 102"	1		
40-01-6300		-- Cmpt Dpth, Aerial Bdy, 26"D LwrBdy, 102"W Bdy	1	0.00	0.00
40-01-7300		-- Cmpt Dpth, Aerial Bdy, 26"D Full Height x Full Dpth	1	0.00	0.00
40-01-9220		-- HLHD/LRHD Sngl Axle RM 75 Pntd Roll Up Drs	1	0.00	0.00
30-02-1150		-- Roll-Up Drs - ROM Mfg	1	0.00	0.00
30-02-1160	>	-- ROM Roll-Up Dr Tall Bottom Rail	1	0.00	0.00
30-02-1260	< >	-- Dr Strap, EZ-Pull Down, Ea L1, 2, 3, and 4 R1 and R2	6	19.00	114.00
<b>LEFT SIDE COMPARTMENTATION</b>			<b>1</b>	<b>0.00</b>	<b>0.00</b>
40-02-2030	<	-- Two (2) Ahd Rr Whls - Full Ht Comp't - Roll Up Dr - Painted MP3 Pump panel behind compartment door L1	1	1375.00	1375.00
44-40-1100		-- Vents, Compts, Louvers, Includes Filters (Ea)	2		
45-01-1100		-- Shelving Tracks, (4) Unistrut, Alum	2		
55-01-1250		-- Cmpt Lt, Wall, ROM,V3 LED Track Lt, (2) Ea Cmpt	2		
55-06-1400		-- Cmpt Lt, Dr Swtch, Magnetic, Ea	2		
40-02-4020		-- Upr Hgh Sde - Sgle Comp't - Roll Up Dr - Painted	1	226.00	226.00
45-00-4500	>	-- Upr Hgh Sde Cmpt(s), Left, Cmpt Provisions	1	0.00	0.00
44-40-1100		-- Vents, Compts, Louvers, Includes Filters (Ea)	1		
45-01-1050		-- Shelving Tracks, (2) Unistrut, Alum	1		
55-01-1250		-- Cmpt Lt, Wall, ROM,V3 LED Track Lt, (2) Ea Cmpt	1		
55-06-1400		-- Cmpt Lt, Dr Swtch, Magnetic, Ea	1		
40-02-5020		-- Bhnd Rr Whls - Full Ht Comp't - Roll Up Dr - Painted	1	226.00	226.00
45-00-4620		-- Bhnd Rr Whls, Left, Cmpt Provisions	1		
44-40-1100		-- Vents, Compts, Louvers, Includes Filters (Ea)	1		
45-01-1050		-- Shelving Tracks, (2) Unistrut, Alum	1		
55-01-1250		-- Cmpt Lt, Wall, ROM,V3 LED Track Lt, (2) Ea Cmpt	1		
55-06-1400		-- Cmpt Lt, Dr Swtch, Magnetic, Ea	1		
40-02-6100	S <	-- S.O.R. / Access Ladder, Rr Bdy, Aerial LH Spray inside treadplate staircase liner with black bed liner	1	250.00	250.00
<b>RIGHT SIDE COMPARTMENTATION</b>			<b>1</b>	<b>0.00</b>	<b>0.00</b>
40-04-1030	<	-- Ahd Rr Whls - Full Ht Comp't - Roll Up Dr - Painted MP3 two compartments ahead of rear axle	2	1287.00	2574.00
45-00-5410		-- Ahd Rr Whls, Right, Cmpt Provisions	2	0.00	0.00

PART NO	S	DESCRIPTION	QTY	EACH	EXTENDED
44-40-1100		-- Vents, Compts, Louvers, Includes Filters (Ea)	2		
45-01-1100		-- Shelving Tracks, (4) Unistrut, Alum	2		
55-01-1250		-- Cmpt Lt, Wall, ROM,V3 LED Track Lt, (2) Ea	2		
		Cmpt			
55-06-1400		-- Cmpt Lt, Dr Swtch, Magnetic, Ea	2		
40-04-4000		-- No Upr Hgh Sde Compts	1	0.00	0.00
40-04-5090		-- Bhnd Rr Whls- Low Comp't - Roll Up Dr - Painted	1	229.00	229.00
45-00-5800		-- Bhnd Rr Outrigger, Right, Cmpt Provisions	1	0.00	0.00
44-40-1100		-- Vents, Compts, Louvers, Includes Filters (Ea)	1		
45-01-1050		-- Shelving Tracks, (2) Unistrut, Alum	1		
55-01-1250		-- Cmpt Lt, Wall, ROM,V3 LED Track Lt, (2) Ea	1		
		Cmpt			
55-06-1400		-- Cmpt Lt, Dr Swtch, Magnetic, Ea	1		
40-95-3000		Rr Aerial Bdy Configuration - Roll Up Dr	1		
55-02-1210		-- Cmpt Lt, Ceiling, LED, (1) Ea Cmpt, Truck-Lite Super 44	1		
55-06-1100		-- Cmpt Lt, Dr Swtch, Auto, Ea	1		
90-02-3600	>	-- Ladder Strge, Rr Slide, Aerial Torque Box	1		
45-25-1400		-- Backboard Mtg, (2)Vert, With Runners	1	206.00	206.00
45-25-5100	<	-- Stokes Basket Mtg, Vrtcl 7' Long x 2' Across x 8" Thick	1	188.00	188.00
45-25-5400	S <	-- S.O.R. / Surf Board Mtg, Vrtcl 10' Long x 2' Across x 6" Thick	1	250.00	250.00
90-03-0225		-- Ladders, Ground, Provd'd By Bdy Bldr, SD	1	0.00	0.00
90-16-5200		-- Pike Pole Mtg Tube, Intrnl, Ea	4		
90-16-6115	>	-- Pike Pole Provd'd By, Bdy Bldr SD	1	0.00	0.00
		<b>REAR STEP BUMPERS - AERIALS/PLATFORMS</b>	<b>1</b>	<b>0.00</b>	<b>0.00</b>
41-41-1100	S <	-- S.O.R. / Rr Bumper, Aerial, 4" Spray treadplate bumper with black bed liner	1	199.00	199.00
45-02-3100		-- Shelf, Adjust, Alum 3/16"	10	125.00	1250.00
45-06-1100		-- Slide Tray, 500#, Alum 3/16",EZ Slide	4	547.00	2188.00
		<b>== Aerial - Common Body Parts - 4012.015 04/01/15</b>	<b>1</b>	<b>0.00</b>	<b>0.00</b>
		<b>==</b>			
44-01-1450	S <	-- S.O.R. / Bdy Trim, Frnt Cmpt, Ht of Side Compts, Alum T/P Spray with black bed liner	1	342.00	342.00
		<b>REAR BODY DESIGN - AERIAL</b>	<b>1</b>	<b>0.00</b>	<b>0.00</b>
44-01-4000		-- Bdy Trim, Entire Rr Bdy, Smooth for Chevron Stripe	1		
		<b>AUXILIARY REAR BODY STEPS AND LADDERS</b>	<b>1</b>	<b>0.00</b>	<b>0.00</b>
		<b>AUXILIARY FRONT BODY STEPS</b>	<b>1</b>	<b>0.00</b>	<b>0.00</b>
		<b>HANDRAILS - AERIALS/PLATFORMS</b>	<b>1</b>	<b>0.00</b>	<b>0.00</b>
44-02-1100		-- Rub Rails, Lwr Bdy, Extrd Alum	1		

PART NO	S	DESCRIPTION	QTY	EACH	EXTENDED
44-07-5200		Fuel Fill Cap, LH Aerial Egress Step - Open	1		
44-11-5100		Whl Well Prvsns, Ahd of Whls Left Side	1	0.00	0.00
44-10-1300	S < >	-- S.O.R. / Whl Well Cmpt, Sngl SCBA Tube, Dr Door painted black bed liner	1	332.00	332.00
44-10-6000		-- Whl Well Cmpt, SCBA Cmpt Straps	1	24.00	24.00
44-11-5305		Whl Well Prvsns, Bhnd Whls Left Side	1	0.00	0.00
44-10-1300	S < >	-- S.O.R. / Whl Well Cmpt, Sngl SCBA Tube, Dr Door painted black bed liner	1	332.00	332.00
44-10-6000		-- Whl Well Cmpt, SCBA Cmpt Straps	1	24.00	24.00
44-11-5500		Whl Well Prvsns, Ahd of Whls Right Side	1	0.00	0.00
44-10-1300	S < >	-- S.O.R. / Whl Well Cmpt, Sngl SCBA Tube, Dr Door painted black bed liner	1	332.00	332.00
44-10-6000		-- Whl Well Cmpt, SCBA Cmpt Straps	1	24.00	24.00
44-11-5700		Whl Well Prvsns, Bhnd Whls Right Side	1	0.00	0.00
44-10-1300	S < >	-- S.O.R. / Whl Well Cmpt, Sngl SCBA Tube, Dr Door painted black bed liner	1	332.00	332.00
44-10-6000		-- Whl Well Cmpt, SCBA Cmpt Straps	1	24.00	24.00
		== Aerial - AC Electrical System - 4012.015 04/01/15	1	0.00	0.00
		==			
60-15-3500	>	-- Gnrtr, Harrison Hyd, 6KW, MSV-16R, 120/240V, 1 PH	1	5114.00	5114.00
60-20-3600		-- Gnrtr Install, Fxd , Hyd Driven, Base Specs	1	0.00	0.00
60-20-4100	>	-- Circuit Breaker Box, 6 to 8KW, 1 PH	1		
60-20-5100	>	-- Gnrtr Breaker Lctn, Side Cmpt	1	0.00	0.00
60-20-6100		-- Gnrtr Instrmnts, Meter Package, Digital	1		
60-20-6700		-- Hour Meter, Gnrtr	1		
60-20-7400		-- Gnrtr Instrmnt Panel Lctn, Breaker Panel	1	0.00	0.00
60-20-7400		-- Gnrtr Instrmnt Panel Lctn, Breaker Panel	1	0.00	0.00
60-15-9300	>	-- Gnrtr, Hyd, Engage By PTO Swtch in Cab	1		
60-20-1300		-- Gnrtr Mtg, Top of Bdy	1		
60-20-8100		-- Gnrtr Wiring, Type SO Cable, Rubber Cvred	1	0.00	0.00
60-25-2000	>	-- Rcptcl, 120V, 20 Amp, L5-20, Twst Lck	2		
60-30-1500		-- Rcptcl Lctn, Frnt Bmpr, Right Side, Ea	1		
60-30-2900		-- Rcptcl Lctn, Left Rr Face, Exterior Bdy, Ea	1		
61-01-1550		Cable Reels, Provd'd by Bdy Bldr	1	0.00	0.00
61-01-3100	>	-- Cable Reel, Hannay ECR1600, Elec Rwnd, 120V 50A 3 Wire BLK	1	1057.00	1057.00
61-02-1800	< >	-- Cable Reel Lctn, Right Side, Ahd Rr Whls Cmpt, Upper R2	1	234.00	234.00
61-03-3500		-- Cable, Elec, 120V, 200' 10/3 Ylw	1	397.00	397.00
61-04-7200		-- Cable Rcptcl, 120V L5-20R, 3-Prong, Twst Lck	1	80.00	80.00
61-04-9100		-- Ball Stop, Cable, Orange	1	41.00	41.00
61-05-1120		-- Jct Box, AKR, (4)120V 5-20R SB, L5-20P Pgtl, Ylw	1	422.00	422.00

PART NO	S	DESCRIPTION	QTY	EACH	EXTENDED
61-05-4000		-- Jct Box, Holder, Brushed Alum	1	80.00	80.00
61-04-8200	>	-- Roller Assy, Cable Reel, 4-Way, SS Rollers	1	102.00	102.00
		== Aerial-Equipment Systems - 4012.015 04/01/15 ==	1	0.00	0.00
77-20-1500		-- Hyd Reel, Holmatro Compatible, Elect Rwnd, W/O Hose	1	1274.00	1274.00
77-21-1300	>	-- Hyd Hose, Reel to Pump, Holmatro, up to 20ft	1	796.00	796.00
77-21-2350	>	-- Hyd Hose, Rescue Tool, 100ft, Holmatro	1	2273.00	2273.00
77-24-1100		-- Ball Stop, Hyd Hose, Orange, Ea	1	85.00	85.00
77-23-1200	>	-- Roller Assy, Hyd Reel, 4-Way Hannay SS	1	226.00	226.00
77-22-1400	< >	Hyd Reel Lctn, Specify Compt R2	1	217.00	217.00
		== Aerial - Single Axle - Pnt/Ltr/Str - 4012.015 04/01/15 ==	1	0.00	0.00
80-05-2000		Bdy Paint, Sngl Axle Aerial	1		
80-06-1100	<	-- Apparatus Color The apparatus shall be ____ in color.	1	0.00	0.00
80-34-1200		Compt Finish, Liner Matl, Up to 8 Cmpts	1	566.00	566.00
80-34-9000		-- Compt Finish, Liner Matl, Grey	1	0.00	0.00
80-40-1100		Whls, Alum, By the Chassis Manufacturer	1	0.00	0.00
80-42-1600		Bdy Paint, Touch Up, 2 oz. Bttl, Two Color	1	13.00	13.00
80-50-1900	>	Lettering, 4" Scotchlite Reflect, 50 Letters	1		
80-50-3600	>	Lettering, 8-12" Scotchlite Reflect, 30 Letters	1		
80-50-5100	>	Aerial Cylinder Panels, Pntd	1		
80-70-1800	< >	Stripe, Sngl Reflective, 6", Ribbon Design 6" blue stripe over 4" white stripe straight back and angled up on Compt L1/R1 and straight back	2	635.00	1270.00
80-75-1200		-- Reflective Stripe Material, Blue	1	129.00	129.00
80-75-1600		-- Reflective Stripe Material, White	2	0.00	0.00
80-72-1100		Stripe, Reflective, Chevron Pattern Entire Rr Red/Amber	1		
80-72-1400		Stripe, Reflective, Aerial Outriggers, Both Sides of Ea White	1		
80-72-2000		Stripe, Reflective, Cab Door Interiors, Chevron Red/Amber	1		
80-80-1200		Labels, Aerial Ladder Identification and Safety	1	0.00	0.00
		== Aerial - Loose Equipment - 4012.015 04/01/15 ==	1	0.00	0.00
90-01-5900		Whl Chocks Pair Zico #SAC-44 Fldg w/ Mts	1	573.00	573.00
90-03-0030		QUINT Compliment (85-ft MIN) Duo Safety (NFPA Compliant)	1	0.00	0.00
90-03-3400		-- Ladder, Roof, Duo-Safety, 16' Alum 875-A	1		
90-06-4600		-- Ladder, Ext, Duo-Safety, 24' Alum, 2 Sect 900-A	1		
90-07-4300		-- Ladder, Ext, Duo-Safety, 35' Alum, 3 Sect 1225-A	1		
90-08-2600		-- Ladder, Attic, Duo-Safety, 10' Alum, Fold 585-A	1		
90-16-2300		-- Pike Pole, 6' Fbgls, Round Hndl	1		
90-16-2600		-- Pike Pole, 8' Fbgls, Round Hndl	1		
90-16-2800		-- Pike Pole, 10' Fbgls, Round Hndl	1	168.00	168.00



QUOTATION

AERIAL

Madeira Beach Fire Department  
 Derryl O'Neal  
 250 Municipal Drive  
 Madeira Beach, FL 33708  
 (727) 391-3400

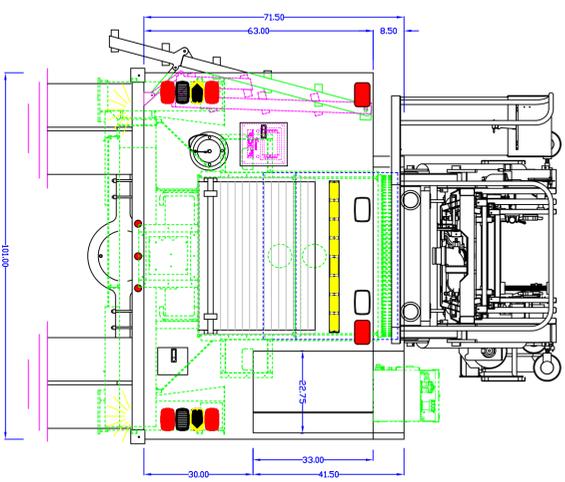
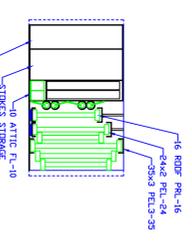
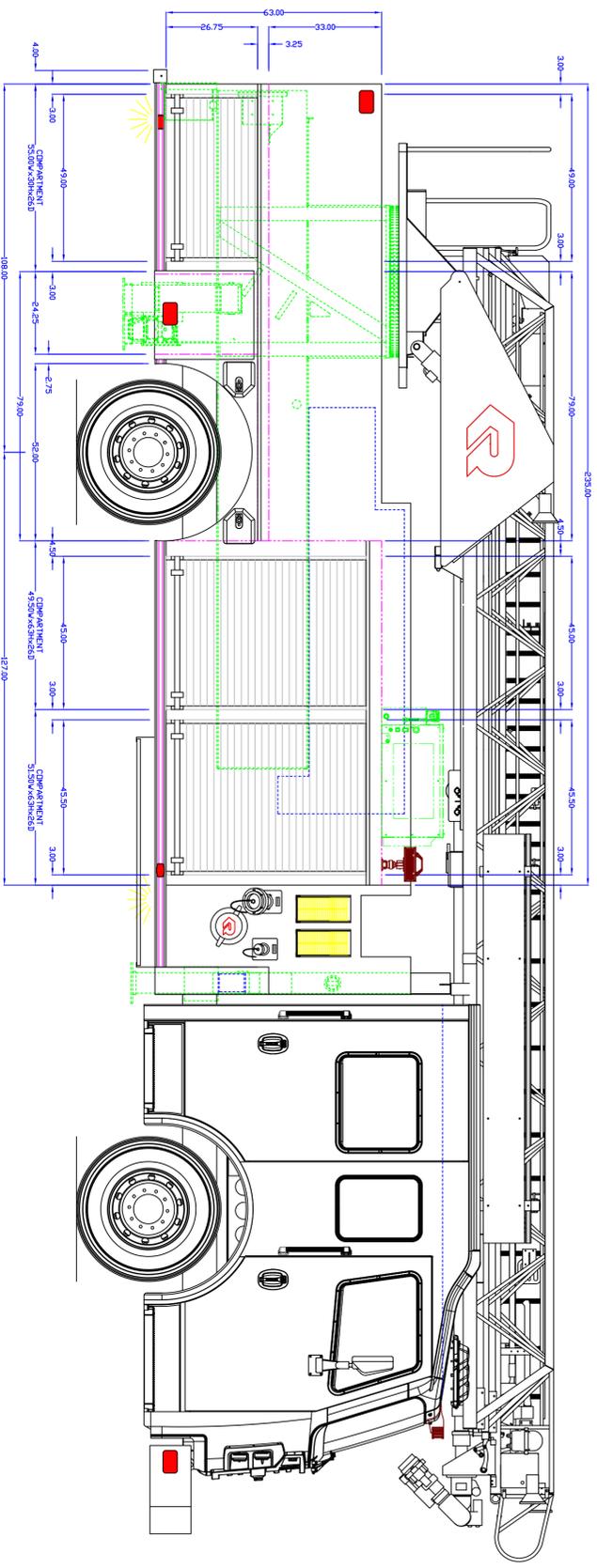
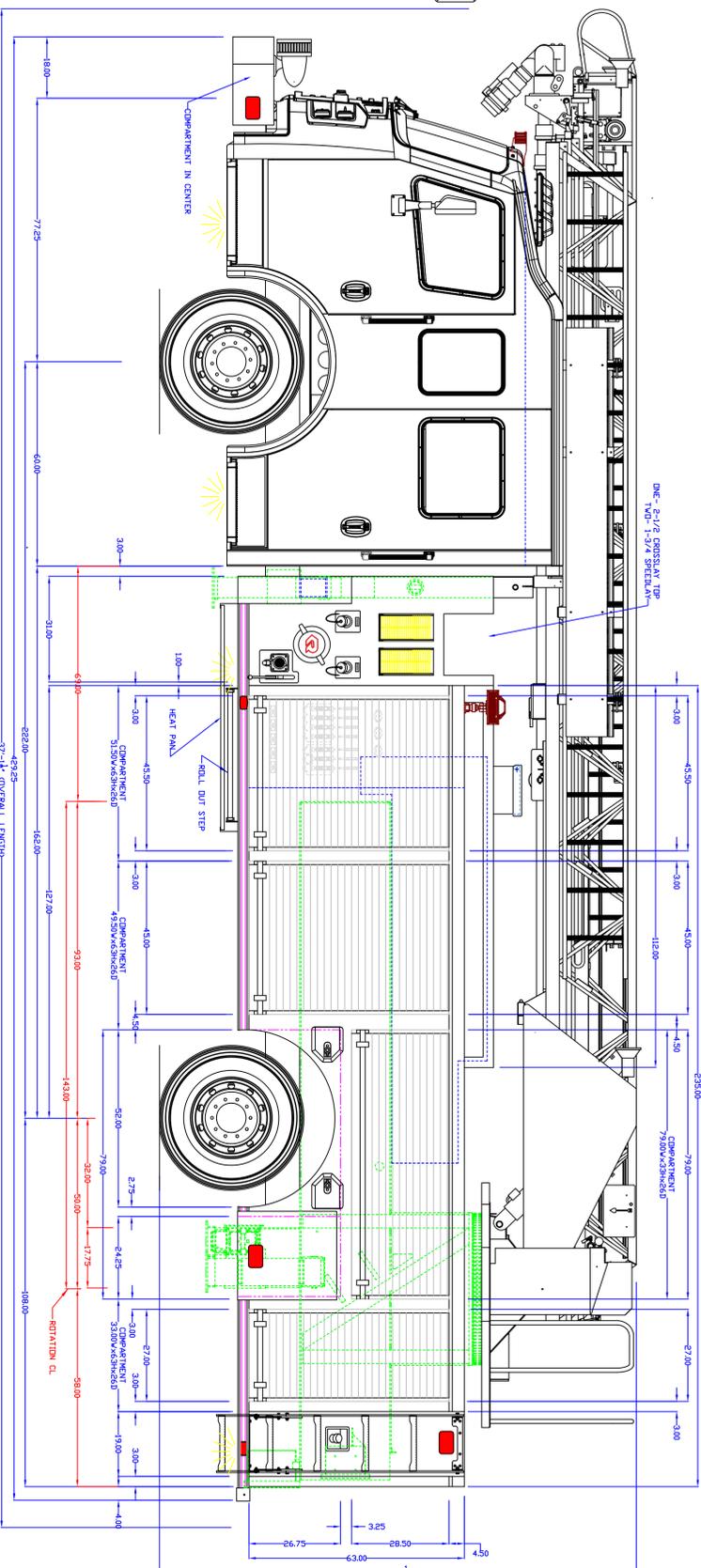
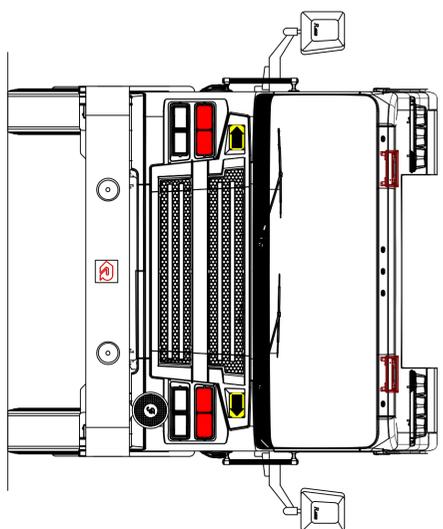
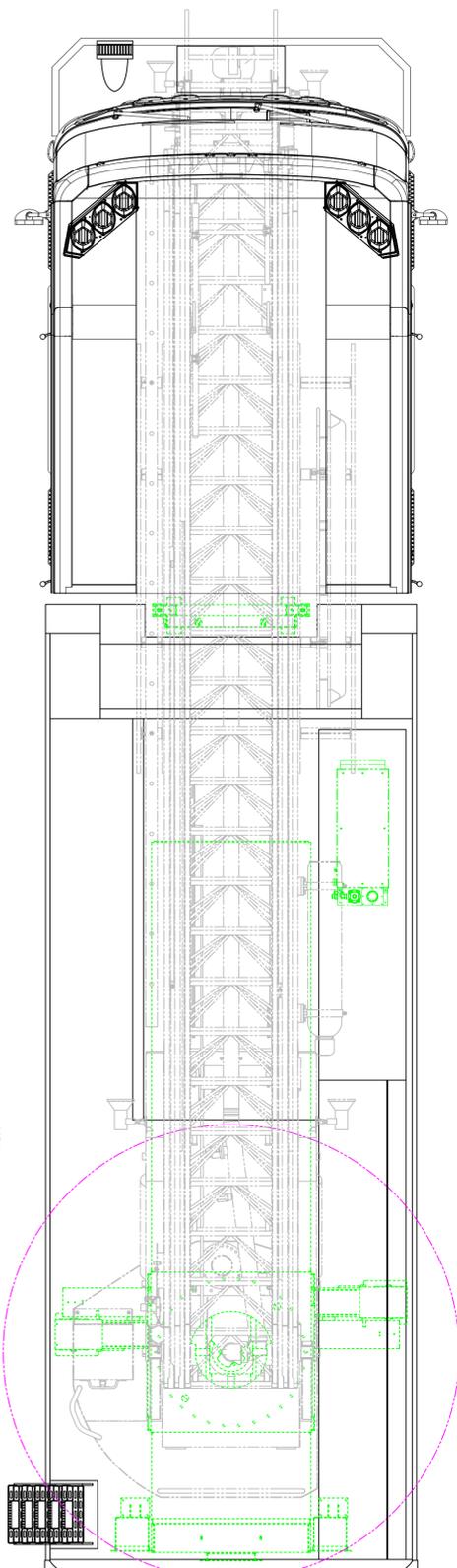
Quote No: 10236-0004  
 11/03/2015

PART NO	S	DESCRIPTION	QTY	EACH	EXTENDED
		<b>== 78' Technical Information -Smart Aerial- - 0.000</b>	<b>1</b>	<b>0.00</b>	<b>0.00</b>
		==			
00-00-0003		Pricing as of Rosenbauer QW Release 08/31/2015	1	0.00	0.00
		<b>78' THREE SECTION REAR MNT LADDER</b>	<b>1</b>	<b>13090.00</b>	<b>13090.00</b>
		<b>SEMINOLE BASE BID DID NOT INCLUDE SMART SYSTEM OR 750 TIP</b>			
00-00-1710		-- 78' Three Section, Rear Mount, Straight Stick	1	0.00	0.00
00-00-1720		-- 78' Three Section, Rear Mount, Base Section	1	0.00	0.00
00-00-1730		-- 78' Three Section, Rear Mount, Mid Section	1	0.00	0.00
00-00-1740		-- 78' Three Section, Rear Mount, Fly Section	1	0.00	0.00
		<b>AERIAL ENGINEERING DRAWINGS</b>	<b>1</b>	<b>0.00</b>	<b>0.00</b>
00-03-1100		Technical Drawings, Aerial	1	0.00	0.00
00-03-3000		-- Technical Drawings, 12V Electrical Wiring Schematic	1	0.00	0.00
00-03-3200		-- Technical Drawings, Hydraulic Plumbing Schematic	1	0.00	0.00
		<b>OPERATIONAL INSTRUCTIONS</b>	<b>1</b>	<b>0.00</b>	<b>0.00</b>
00-07-1220		> Aerial Operation Instructions, By Mfg, At FD 3 Days	1	0.00	0.00
		<b>AERIAL SERVICE and OPERATION MANUALS</b>	<b>1</b>	<b>0.00</b>	<b>0.00</b>
00-08-1000		Ladder Manuals, Operation & Service Manuals, Electronic	1	0.00	0.00
		<b>AERIAL WARRANTIES</b>	<b>1</b>	<b>0.00</b>	<b>0.00</b>
00-09-1310		Aerial Warranty, 2 Years, Material & Workmanship	1	2500.00	2500.00
00-09-3000		-- No Extended Waterway Warranty - Pick to Select	1	0.00	0.00
		===			
00-09-5010		-- No Extended Hydarulic Warranty - Pick To Select	1	0.00	0.00
		===			
		<b>AERIAL TESTING</b>	<b>1</b>	<b>0.00</b>	<b>0.00</b>
00-10-1100		3rd Party Aerial Testing, NFPA 1901	1	0.00	0.00
00-10-2100		Performance Testing, Waterway Flow Test, 3rd Party	1	0.00	0.00
		<b>AERIAL PAINTING &amp; CORROSION PROTECTION</b>	<b>1</b>	<b>0.00</b>	<b>0.00</b>
01-00-2115		Galvanized/Painted Base Section Only, White PPG 2185	1	3238.00	3238.00
00-09-2230		-- Aerial Structural Design Warranty, 25 Years	1	0.00	0.00
00-09-7075		-- Aerial Ladder Section, Paint Warranty, 1 Year	1	0.00	0.00
00-09-8200		-- Aerial Ladder Sections, Galvanized Warranty, 25 Years	1	0.00	0.00
01-00-1290		-- Egress Tip, Galvanized/Painted: Orange	1	0.00	0.00

PART NO	S	DESCRIPTION	QTY	EACH	EXTENDED
01-00-2010		-- Handrails on Turntable, Stainless Steel	1	0.00	0.00
10-05-1200		-- Aerial Ladder Bed, HD, S/S Scuff Plate	1	0.00	0.00
01-00-1410		Outriggers, Galvanized, Beam Inner, Jack Tube Pad	1	0.00	0.00
00-09-8625		-- Outrigger, Galvanized Warranty, 25 Year	1	0.00	0.00
01-00-1700		Torque Box Galvanized	1	0.00	0.00
00-09-8425		-- Torque Box, Galvanized Warranty, 25 Year	1	0.00	0.00
		<b>== 78' Base Components -All- - 0.000 ==</b>	<b>1</b>	<b>0.00</b>	<b>0.00</b>
10-03-1000		Rung Cover, High-Traction Material	1	0.00	0.00
10-05-1100		Aerial Wear Pads, Between Telescoping Sections	1	0.00	0.00
10-06-1200		Sign Brackets, Aerial	1	0.00	0.00
10-06-1400	>	Sign Panels, Aerial, 12"x120" Matching Aerial Sections	1	0.00	0.00
10-06-2020		Base Markings, Indicate Extension Position, Red	1	0.00	0.00
10-07-1210		Roof Ladder, Bolt On, Mnt Brackets Outside Base Section	1	500.00	500.00
10-07-3040	>	-- Roof Ladder, Duo Safety, 775-A, 14', Alum	1	346.00	346.00
		<b>== 78' Fly Components -All- - 0.000 ==</b>	<b>1</b>	<b>0.00</b>	<b>0.00</b>
45-01-1100		Folding Steps, (1)Set, Ladder, Upper End Fly	1	0.00	0.00
45-01-3250		Rope Rescue Eyelets, Spreader Bar Miami-Dade	1	515.00	515.00
45-02-1000		=== NO Roof Ladder, Bolt On, Mnt Bracket, Inside Fly Section -Pick to Select ===	1	0.00	0.00
45-03-1010		Axe and Pike Pole Welded Plates, Tip of Fly Section	1	0.00	0.00
45-03-1100		-- === NO Axe Bolt On Mounting Brackets - Pick to Select ===	1	0.00	0.00
45-03-3200		-- Pike Pole Bolt On Mounting Brackets, Tip of Fly Section	1	98.00	98.00
45-03-3700		-- Pike Pole, 6', Fiberglass Handle	1	127.00	127.00
		<b>== 78' Aerial Rotation System -SmartAerial- - 0.000 ==</b>	<b>1</b>	<b>0.00</b>	<b>0.00</b>
		<b>AERIAL ROTATION SYSTEM</b>	<b>1</b>	<b>0.00</b>	<b>0.00</b>
50-00-1200		Ladder Rotation System, 44" Bearing, 30 Bolts	1	0.00	0.00
50-00-2010		Panel Language: English	1	0.00	0.00
50-01-1325		Smart Aerial Control, Ladder, Turntable, Command Pedestal	1	0.00	0.00
50-01-1900		-- Aerial Gauges & Visual Display, Feet/Gallons	1	0.00	0.00
50-02-1010		-- Command Pedestal Lid	1	250.00	250.00
50-06-1100		-- Turntable, Two Sided	1	0.00	0.00
50-08-1210		-- Safety Bars, FRC, (2) Swing Up At Turntable Openings	1	0.00	0.00
50-11-1200		-- Turntable/Ladder Control, Painted to Match Ladder Sect	1	0.00	0.00
50-11-1410		-- Turntable Control Lid/Door Ajar	1	0.00	0.00
65-04-1115		-- Outrigger Control Screen, Smart Aerial	1	2200.00	2200.00
90-01-2200		-- Hydraulic System, Filter, High Pressure	1	0.00	0.00
90-01-3200		-- Hydraulic System, Return Filter	1	0.00	0.00
50-07-1100		Warning Label, Ladder Control Stands	1	0.00	0.00
50-17-1200		Air Horn Button, Turntable Panel	1	331.00	331.00
50-20-1100		=== NO Aerial Lubrication Automatic System - Pick to Select ===	1	0.00	0.00
		<b>== 78' Torque Box Components -All- - 0.000 ==</b>	<b>1</b>	<b>0.00</b>	<b>0.00</b>
		<b>TORQUE BOX COMPONENTS</b>	<b>1</b>	<b>0.00</b>	<b>0.00</b>

PART NO	S	DESCRIPTION	QTY	EACH	EXTENDED
60-00-1110		Torque Box	1	0.00	0.00
		== 78' 750# Aerial Outriggers & Stabilizer -Smart- - 0.000 ==	1	0.00	0.00
		<b>OUTRIGGERS and STABILIZERS</b>	1	0.00	0.00
65-01-1200		Outriggers, Smart Aerial Components	1	0.00	0.00
65-02-1020		Outriggers, 2 Rear Out-Down	1	0.00	0.00
65-02-1110		Stabilizer, 2 Front Up-Down, (Additional)	1	4765.00	4765.00
65-04-1320		-- Outrigger Control Valves, Electric, (2) Out-Down, (2)Up-Down	1	0.00	0.00
65-07-1100	>	Outrigger Plates, Auxiliary, 1/2" Alum	1	0.00	0.00
65-09-1200		Outrigger Stowed, Light in Cab	1	0.00	0.00
		== 78' 750# Aerial Waterway & Capabilities-S- - 0.000 ==	1	0.00	0.00
		<b>AERIAL PERFORMANCE CAPABILITIES</b>	1	0.00	0.00
70-00-1025		Performance Capabilities, Ladder, 1000 GPM, -10/+75, 750#	1	0.00	0.00
70-00-1420		-- Waterway 360 Degree 4" Swivel, 3-Port	1	0.00	0.00
70-01-1120		-- Waterway, Alum, Lddr, 4.5"OD Base, 4"Mid, 3.5"Fly	1	0.00	0.00
70-03-1210		Waterway, Relief Valve, 2.5", Above Turntable	1	0.00	0.00
70-04-1100	>	Waterway, Relief Valve & Drain Valve	1	0.00	0.00
70-13-1100		Ladder/Monitor Wireless Radio Remote Control, Handheld	1	7513.00	7513.00
70-15-1305		-- Monitor, Elkhart, Cobra EXM, 7250	1	0.00	0.00
70-15-1620		-- Nozzle, Elkhart, Select-O-Matic, #SM-1250E	1	0.00	0.00
70-20-1000		-- ==== NO Ladder Pre-Connect Discharge, 2.5, Tip - Pick to Select ===	1	0.00	0.00
		== 78' Electrical System -All- - 0.000 ==	1	0.00	0.00
80-01-2120		Intercom, 2-Station, Turntable & Tip, Atkinson: AD26C & AD26D	1	0.00	0.00
80-10-1230		Tracking Lights, Base Section, (2), Whelen: Micro Pioneer MPPWCS	1	0.00	0.00
80-11-0000		-- ==== NO 120V Tracking Lights - Pick to Select ===	1	0.00	0.00
81-44-1300		Tip Lights, Tip of Ladder, (2), Whelen: Micro Pioneer MPPWCS	1	0.00	0.00
81-45-0000		-- ==== NO 120V Tip Lights - Pick to Select ===	1	0.00	0.00
85-45-2000		Receptacle, Ladder Tip, 120V, 15A, (1)Circuit, (1)Outlet	1	0.00	0.00
87-10-2010		Ladder Rung Lights, LED, Red	1	2450.00	2450.00
88-01-4200		Cab Lift Interlock, Limit Switch	1	0.00	0.00
89-01-1000	>	==== No Spare Slip Rings & Wires up the Ladder - Pick to Select ===	1	0.00	0.00
		== 78' Hydraulic System -All- - 0.000 ==	1	0.00	0.00
		<b>AERIAL HYDRAULIC SYSTEM</b>	1	0.00	0.00
90-00-1100		Hydraulic System, 30 Gallon Tank	1	0.00	0.00
90-01-1400		-- Hydraulic System, Gated Drain Line	1	0.00	0.00
90-01-1450		-- Hydraulic System, Gtd Suction Line, Btwn Hyd Tnk/Pmp	1	0.00	0.00
90-00-1510		Hydraulic Oil, ISO 32	1	0.00	0.00
90-04-1200		Hyd Elevation System, 5" Cylinder, -10/+75 Deg	1	0.00	0.00
90-06-1100		Power-Take-Off, Hot Shift, Trans Mtd, w/Indicator Light	1	0.00	0.00

PART NO	S	DESCRIPTION	QTY	EACH	EXTENDED
90-06-1300	>	Power-Take-Off, Hyd Piggyback for Generator	1	1591.00	1591.00
90-07-1100		Hydraulic System, (1) Emergency 12V, Stow/Outriggers	1	0.00	0.00
90-10-2200		Aerial Lubrication, (2)Cans, Ship Loose	1	38.00	38.00
<b>Total Additions to Base Model</b>					<b>39,552.00</b>



- NOTES:
1. OVERALL HEIGHT IS IN LOADED CONDITION. UNLOADED HEIGHTS MAY BE 4" ABOVE HEIGHTS SHOWN.
  2. DO NOT SCALE DRAWING.
  3. ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO ENGINEERING CHANGES.
  4. DRAWING MAY OR MAY NOT SHOW ALL ITEMS AS DESCRIBED IN THE WRITTEN DETAIL SPECIFICATIONS.
  5. INCLUSION OF ANY ITEM ON THE DRAWING DOES NOT CONSTITUTE INCLUSION OF THAT ITEM WITH THE FINAL DELIVERED UNIT.

APPROVED BY:

CHASSIS:	ROSENBAUER COMMANDER
PUMP:	HALE 1500 GPM
TANK:	POLY/480/20 FOAM
PANEL MATL:	BLACK THERMO
COMP INTERIOR:	SPATTER COAT
MAXIMUM HEIGHT	11' 10"
MAXIMUM LENGTH	NONE
BODY WIDTH	101"

REVISION - DATE -  
DRAWN - DATE -

PROPRIETARY AND CONFIDENTIAL  
THIS DRAWING IS THE PROPERTY OF ROSENBAUER  
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PROHIBITED.

# MADIRA BEACH, FL

## MP3- 78' VIPPER



ROSENBAUER FX 1/8"  
DRAWING NUMBER  
MADIRA BEACH, FL MP3- 78 VIPPER



**City of Seminole**  
9199 113<sup>th</sup> Street North  
Seminole, FL 33773

## **PUBLIC NOTICE**

### **REQUEST FOR PROPOSAL** **CITY OF SEMINOLE**

TITLE: **FIRE RESCUE AERIAL LADDER TRUCK**

Proposals will be received by the Office of the City Manager, 9199 113<sup>th</sup> Street North, Seminole, FL 33772 until: **11AM, Friday, September 26, 2014.**

All questions regarding this proposal shall be referred to: **Heather L. Burford, Fire Chief City of Seminole Fire Rescue Department.** Questions shall be submitted in writing via email to: [hburford@myseminole.com](mailto:hburford@myseminole.com)

Submission of Request for Proposal (RFP) responses by mail, hand delivery or express mail must be in a sealed envelope/box with the proposer's name and return address indicated.

**The outside of the envelope/box used for the sealed proposals shall be marked as follows:**

**“SEALED PROPOSAL” “DO NOT OPEN”**  
**“FIRE RESCUE AERIAL LADDER TRUCK”**

**Vendor's Name**  
**Vendor's Address**

Address the RFP envelope/box to the following:

**Office of the Fire Chief**  
**City of Seminole Fire Rescue Department**  
**9199 113<sup>th</sup> Street North**  
**Seminole, FL 33772**

Proposals shall be accepted no later than the time and date specified on the **REQUEST FOR PROPOSAL**. All proposals received after that time shall be rejected. Offers by telegram, telephone or transmitted by facsimile (FAX) machine are not acceptable. No proposal may be withdrawn or modified after the time fixed for the opening of the RFP.

PROPOSALS and ADENDUM DOCUMENTS CAN BE DOWNLOADED FROM THE CITY WEBSITE AT: [www.myseminole.com](http://www.myseminole.com)

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## **SECTION I – INTENT & GENERAL INFORMATION**

### **1. INTRODUCTION**

The City of Seminole Fire Rescue Department, Seminole, Florida, has convened an apparatus committee to research and procure a replacement aerial ladder truck for the department. This committee has worked for several months researching concepts and discussing ideas that will provide for an aerial ladder truck that will best serve our department and the residents of the Seminole Fire Rescue District. The replacement aerial ladder truck will meet established guidelines and parameters set by the City Administration and will replace a 2000 year model, 100 foot mid-mount aerial ladder truck.

### **2. SCOPE OF PROJECT**

The City of Seminole is interested in purchasing a National Fire Protection Association (NFPA) compliant, 75 foot minimum height, single rear axle, aerial ladder truck with a six (6) person fully enclosed cab and chassis. The department desires to see which bidders are capable of building an apparatus meeting the technical requirements of the Request for Proposal (RFP), while providing a firm cost and delivery schedule associated for this apparatus. The RFP includes a number of requested options with pricing to be provided for consideration when determining the final configuration for the new aerial ladder truck. The City of Seminole reserves the right to accept or reject any and all bids.

- 2.1. The acceptance of a manufacturer's proposal and contract is subject to City Council approval.
- 2.2. This RFP has been broken down into categories for clarity and ease of use. The sections detail specifics set forth for each category.

### **3. PROPOSAL EXPECTATIONS**

Each bidder is requested to submit proposals that include the following information:

- 3.1. Brief history of company pertaining to designing and building fire apparatus, specifically fire service aerial ladder trucks.
- 3.2. A list of five references of recent customers who have purchased similar aerial apparatus from the company, (see Attachment 3).
- 3.3. Manufacturer's detailed specifications for building the aerial ladder truck described in this proposal.
- 3.4. A set of detailed preliminary drawings following the stated requirements.
- 3.5. A firm cost to build the aerial ladder truck as specified in the proposal. This price should be valid for a period of ninety (90) days from the date of submission to the City of Seminole.
- 3.6. A firm estimate of amount of time in calendar days from signing of contract to delivery of the completed apparatus.

**4. TERMS OF RFP**

Bidders' proposals are due by 11AM Friday, September 26, 2014 in order to be considered for further action. Within twenty one (21) days of receipt of all on-time proposals, the apparatus committee and City personnel will review each proposal and consider its accuracy and adherence to the requirements listed within the RFP. The City of Seminole reserves the right to choose to meet with bidder(s) to clarify technical portions of their proposal.

**5. EVALUATION OF PROPOSALS**

The City of Seminole will use a committee, including fire administrators, firefighters and mechanics, to evaluate each proposal for quality, value, utility and price based on the needs of the City. The intent of the City is to purchase the best aerial ladder truck to meet the needs of the department within the funds budgeted for the purchase.

Based on the recommendations of the committee, the City will enter into competitive negotiations with two or more responsive bidders in order to determine a final proposal to be recommended for purchase. During this process, bidders may be requested to submit revised proposals based on the results of these negotiations. At the conclusion of the evaluation process, the Fire Chief is to make a final purchase recommendation to the City Manager for approval. This purchase is subject to review by the City Council.

The City reserves the right to reject any conditional proposals and will reject those that do not clearly indicate the design, construction and cost of the proposed aerial ladder truck. The City reserves the right to waive any irregularities in the proposals, to accept or reject any, or all, proposals and to award the contract for purchase in the manner the City deems in its best interests.

**6. TRADE-IN OPTION**

The City of Seminole desires to consider a trade-in allowance for the existing 2000 year aerial ladder truck.

## **SECTION II - GENERAL CONDITIONS**

### **1. GENERAL INFORMATION**

#### **1.1. Proposal Due Date.**

Sealed proposals will be received no later than the date and time indicated on page one of this document; proposals will not be accepted after this time. The City will not accept incomplete Request for Proposals. The City is not responsible for errors and/or omissions occurring in the transmission or downloading of any quote documents, plans, or specifications from the website. In the event of any discrepancy between information on this website and the hard copy quote documents, the terms and conditions of the hard copy document will prevail.

#### **1.2. Addendum and Amendment to RFP.**

No oral interpretations will be made to any bidder as to the meaning of the Request for Proposal. Every request for such an interpretation must be in writing and shall be received by the Fire Chief not less than seven (7) calendar days prior to the date set for opening of bids, (11AM Friday, September 26, 2014). Where necessary, interpretations made to a bidder will be in the form of an Addendum to the Request for Proposal, and when issued, will be added to the Request for Proposals on the City Website at [www.myseminole.com](http://www.myseminole.com) in a reasonable period of time at the discretion of the City before Request for Proposals are opened. The City shall not be responsible for the safe delivery of the Addenda. It shall be the bidders' responsibility to make inquiry as to the Addenda issued. All such Addenda shall become part of the Contract Documents and all bidders shall be bound by such Addenda, whether received or not.

#### **1.3. Florida Public Records Law**

Bidders shall comply with Florida Statutes, Section 119.0701 on the Public Records Law specifically to:

- 1.3.1.** Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- 1.3.2.** Provide the public with access to the public record on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost otherwise provided by law.
- 1.3.3.** Ensure that public records that are exempt of confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law.
- 1.3.4.** Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in the 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 that are 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 public agency.

#### **1.4. Warranties and Guarantee**

The City of Seminole will not accept any disclaimer of the warranties of merchantability and fitness for a particular purpose for the products offered. Bidders will clearly state any additional warranties and guarantees against defective materials and workmanship. A copy of the complete manufacturer's warranty statement is to be submitted with the proposal.

The material(s) supplied shall be guaranteed to be free from defect of composition, conception and workmanship for a minimum period one-year from the date of installation and final acceptance by the City. Any parts or portions found not in accordance with this RFP will be rejected by the City and returned to the successful bidder at the successful bidder's expense for immediate replacement.

#### **1.5. Procurement Protest Procedures**

A protest must be filed with the Office of the City Manager within three (3) business days of posting the City's intent to award and may be filed by an actual bidder or proposer, who is allegedly aggrieved in connection with the issuance of a bid solicitation, proposal solicitation or pending award of any contract in any competitive process utilized by the City of Seminole for procurements of supplies, materials or services and construction of public improvements and has standing to protest under Florida Law.

#### **1.6. Laws, Codes and Ordinances**

The successful bidder shall comply with the applicable requirements of Federal and state laws, all Codes and Ordinances of the City of Seminole as amended from time to time and any applicable professional regulations.

#### **1.7. Incurred Expenses**

The City is not responsible for any expenses which bidders may incur in the preparation and submittal of proposals requested by this RFP, including but not limited to, costs associated with travel, accommodations, interviews or presentations of proposals.

#### **1.8. Proposals Binding**

All proposals submitted shall be binding for 180 calendar days following the opening.

#### **1.9. Equal Opportunity**

The City of Seminole hereby notifies all bidders that all eligible businesses will be afforded a full opportunity to participate in any award made by the City pursuant to this present proposal matter and will not be subjected to discrimination on the basis of race, color, religion, sex, national origin, age, or physical handicap. The City prohibits any person involved in City contracting and procurement activities, to discriminate on the basis of race, color, religion, sex, national origin, age, or physical handicap.

**1.10. Governing Law/Venue**

The laws of the State of Florida (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its interpretation, construction, performance, and enforcement. The parties hereto submit to the exclusive jurisdiction and venue of the state and federal courts located in Pinellas County, Florida.

**1.11. Compliance with Laws**

The successful bidder shall comply with all applicable laws, ordinances, and codes of the State of Florida, Pinellas County, and the City of Seminole. It shall be the responsibility of the contractor to be knowledgeable of all federal, state, county and local laws, ordinances, rules and regulations that in any manner affect the items covered herein which may apply. Failure to comply with all applicable laws, ordinances and codes may lead to termination of the contract.

**2. QUESTIONS REGARDING SPECIFICATIONS OR PROPOSAL PROCESS**

To ensure fair consideration for all bidders, the City prohibits prospective bidders' communication with any department or employee during the submission process. Questions relative to the interpretation of specifications or the proposal process shall be addressed to the Fire Chief.

Additionally, the City prohibits communications initiated by a bidder with any City official or employee evaluating or considering the proposals prior to the time an award decision has been made, except as initiated by the appropriate City official or employee in order to obtain information or clarification needed to develop a proper, accurate evaluation of the proposal. Communications so initiated by a bidder may be grounds for disqualifying the offending bidder from consideration for award of the proposal and/or any future proposal.

**SECTION III – GENERAL REQUIREMENTS**

REQUIRED FEATURE	YES / NO	EXCEPTIONS/NOTES
<b>GENERAL</b>		
Due to the life cycle and expected in service time, as a minimum requirement the apparatus cab and chassis, body and aerial device must be manufactured by the bidder.		
No sub-contracting of the apparatus fabrication and painting shall be permitted.		
<b>DOCUMENTATION, DELIVERY, TRAINING</b>		
Bidders to accurately state wheelbase, cab to axle, overall length, bumper swing turn radius, curb-to-curb turning radius, overall height, overall width, GVWR, angle of approach, angle of departure and SCAAN certification for drive train compatibility in submitted specifications.		
Approval drawings provided prior to construction commencement.		
Two (2) sets of operator and service manuals.		
Delivery to be F.O.B. customer's location.		
Three (3) days of training by employee of manufacturer.		
Pump test certification by independent third party.		
Water tank capacity certification by independent third party.		
Aerial non-destructive, waterway flow test, performance and stability testing by independent third party.		
12 volt and 110 volt testing by independent third party.		
Vehicle weight, as measured by certified scales		
<b>CHASSIS</b>		
110,000 psi heat treated steel frame rail with full length inner 110,000 psi C-channel liner.		
10 gauge polished stainless steel 16" to 24" extended front bumper with aluminum diamond plate gravel shield.		
Tow hooks or eyes front and rear attached to the frame.		
22,500 pound minimum front axle, suspension, tubeless radial tires, and steel disc wheels.		
31,000 pound minimum rear axle, suspension, tubeless radial tires, and steel disc wheels.		
Front and rear mud flaps.		
NFPA 1901 Chapter 4.15.3 top speed rating requirement.		
S-cam air brakes or equivalent, as large as possible, with automatic slack adjusters.		
Manufacturer's standard compressor.		
Minimum 5,000 cubic inch air reservoir capacity.		
Air dryer, color coded air lines, turn drain valves on reservoirs.		
ABS brakes.		
Power steering with tilt/telescopic wheel.		
Vehicle data recorder (VDR) in compliance with NFPA Chapter 4.11 with required software meeting 4.11.8.		
Electronic Stability Control shall be provided in compliance with NFPA 1901 Chapter 4.13.1.2 if the manufacturer cannot comply		

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with Chapters 4.13.1.1 through 4.13.1.1.3.2.			
Tire pressure monitoring system with NFPA Chapter 4.13.4.			
<b>POWERTRAIN</b>			
Minimum 400 horsepower turbocharged diesel engine.			
Engine exhaust at front of right rear wheels.			
Secondary braking to meet NFPA.			
Engine manufacturer's statement of engine installation approval with approved cooling system.			
Drivelines to meet engine torque rating.			
Silicone coolant hoses with constant torque clamps.			
Automatic transmission.			
50 gallon minimum fuel tank.			
OEM oil, fuel, transmission filters.			
<b>CAB</b>			
Medium length tilt aluminum cab meeting NFPA 1901 Chapter 14.3.2			
Seating for six (6), five (5) in SCBA seats with SCBA brackets.			
Air ride driver seat, all others fixed position.			
All persons in 3-point seat belts per NFPA Chapter 14, seats equipped with seat belt/occupant detection/warning system per NFPA Chapter 14.			
Electric over hydraulic cab tilt with manual back-up.			
Single tone cab paint finish with 10 year paint warranty pro-rated.			
Air conditioning and heating; air conditioning with shoreline use.			
Remote controlled mirrors (from driver's position) with separate flat and convex sections.			
DOT compliant headlights.			
Forward facing turn and warning lights.			
Cornering turn and warning lights.			
Minimum four (4) dome lights with red and clear bulbs.			
Minimum four (4) under cab step lights.			
Cab and compartment door ajar light and buzzer.			
One (1) engine compartment light.			
Color coded and function coded wiring.			
Alternator sized according to amp draw report.			
Minimum four (4) 750 CCA batteries.			
Load manager with automatic high idle function.			
Dual air horns with dual in-cab controls.			
<b>AERIAL APPARATUS – ALUMINUM OR STEEL</b>			
Aerial shall meet or exceed all sections of NFPA 1901 Chapter 19			
Ladder material: aluminum or steel			
Mid-mounted or rear-mounted configuration.			
Three (3) or four (4) section aerial with minimum elevation of 75' per NFPA requirements.			
Rated horizontal reach per NFPA requirements.			
Rungs shall meet all aspects of NFPA 1901 19.2.5.			
Rungs equipped with a slip resistant surface meeting NFPA 1901 19.2.5.			
Rungs spacing meeting NFPA 1901 19.2.5.			
Turntable with pedestal mounted controls meeting NFPA 1901 19.4.			

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Aerial rated load capacity not flowing water: 500 lbs. minimum in addition to equipment mounted at tip of ladder.			
Aerial rated load capacity while flowing 1,000 gpm: 500 lbs. minimum in addition to equipment mounted at tip of ladder.			
Rated load capacities shall meet and /or exceed NFPA 1901 19.3.			
The aerial shall be rated in multiple configurations per Chapter 19.3.4.			
Extend/retract, rotate and hydraulic or electric over hydraulic controls meeting NFPA 1901 19.5 through 19.5.3.6.			
Hydraulic pressure gauge at turntable controls.			
Illuminated Angle of Elevation Indicator meeting NFPA 1901 19.4.1.			
Flowmeter on pump panel meeting NFPA 1901 19.6.8.			
All aerial control devices shall meet NFPA 1901 19.17.			
Fall protection provisions shall be provided.			
Bidders to state type of stabilizers and overall stabilizers spread.			
Aerial shall meet structural safety factors in accordance with NFPA 1901 19.20.			
Aerial shall meet NFPA 1901 stability safety factors Chapter 19.21			
Lighted turntable area.			
The aerial manufacturer (the company that manufactures the entire aerial device) shall maintain a Quality Control Program in accordance with NFPA 1901 Chapter 19.22.			
Special attention shall be paid to meeting all safety requirements per NFPA 1901 19.20.			
Aerial shall be fully tested and certified by third party certified testing company per NFPA 1901 19.24 and 19.25.			
Two-way intercom system between ladder tip and turntable control pedestal.			
Minimum 1,000 gpm waterway system meeting NFPA 1901 with remote control nozzle (controls at fly section and at turntable control pedestal) with movable manual pinned waterway or remote control movable waterway.			
Maximum travel height 10 ft.			
Minimum 4" waterway discharge with 4" valve with handwheel or electric control on pump panel.			
Minimum 4" waterway inlet (non-gated) on rear or on side of body per NFPA 1901 Chapter 19.6.6.			
Waterway relief valve and minimum 1.5" drain.			
Stabilizer controls and stabilizer to aerial controls mounted on left side of apparatus body at pump panel.			
One (1) high intensity spotlights on ladder tip.			
Two high intensity flood lights on ladder base.			
Painted finish on steel aerial-bidder shall provide copy of paint warranty on aerial.			
Instruction plates and signs must be installed per NFPA 1901 Chapter 19.23.			
<b>FIRE PUMP &amp; PLUMBING</b>			
Minimum 1,250 GPM pump as rated per NFPA 1901 Chapter 16.			
Air operated pump shift.			
Discharge pressure relief valve.			

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Intake pressure relief valve.			
Master drain valve.			
Electric dry type primer.			
Pump panel lights, 3 each side.			
Pump compartment light.			
OK to pump lights in cab and at pump panel.			
Engine cooler.			
Pump cooler.			
Two (2) 6" steamers, one on side panel.			
2.5" left side gated suction.			
1.5" tank fill.			
Two (2) 2" crosslay hose beds over the pump compartment.			
Two (2) 2-1/2" left side discharges.			
Two (2) 2-1/2" right side discharges.			
Stainless steel schedule 10 piping with 10 year warranty.			
Panel gauge package: water tank level, tach, oil pressure, water temperature, voltmeter, light and alarm system.			
Minimum 300 gallon polypropylene booster tank with lifetime warranty.			
30 gallon tank for Class A foam.			
3" tank to pump connection.			
Minimum 10" x 8" fill tower with minimum 4" overflow tube.			
35 ft. of soft suction hose sized for capacity of fire pump.			
<b>APPARATUS BODY</b>			
Bidders to bid on each of their offered construction types: • Extruded aluminum • Formed aluminum • Formed galvanized steel • Formed stainless steel			
Bidders to state thicknesses, alloys and construction methods of all materials used in body construction.			
Bidders to accurately state the total cubic footage of compartment space, along with each compartment size.			
Lights in compartments to meet NFPA 1901 Chapter 13.10.5.			
Hose bed lighting must be provided per NFPA Chapter 1901 13.10.2.			
Back up alarm.			
Front bumper storage for 150 feet of 1 3/4 inch attack line.			
Ladder storage for minimum 85' NFPA ground ladders, ladders to be included.			
Rear pike pole storage for minimum of six (6) pike poles fully enclosed at rear of apparatus.			
Slide out pump operator platform.			
Hose to hold not less than 350 feet of LDH, (5 inch) with hose restraints to be NFPA compliant.			
Steps and handrails for climbing from ground to turntable – bidders to state exact design.			
Lights at each step.			
Stop/turn/back up lights.			
DOT clearance and marker lights.			
License plate light.			
Rear deck lights.			
Rub rail along each side of body.			

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Running boards at each pump panel.			
Brushed stainless steel or black non-glare aluminum pump panels.			
<b>EMERGENCY WARNING &amp; GENERATOR</b>			
NFPA Zone A lower and upper level lighting.			
NFPA Zone B / D lower level lighting.			
NFPA Zone C upper and lower level lighting.			
Electronic 200 watt siren/PA with minimum 100 watt speaker recessed in bumper.			
Equipped with at least a 2,500-watt generator to power emergency scene lights and electric tools. The city desires that this generator be mounted in an area that does not use lower compartment space.			
All electrical receptacles are to be compatible with the twist lock electrical plugs used by the City of Seminole Fire Rescue Department.			
<b>PAINT FINISH/REFLECTIVE STRIPING</b>			
Cab and body to be painted single tone with 10 year pro-rated paint and corrosion perforation warranty.			
Wheels painted to match the cab and body.			
Reflective striping in accordance with Chapter 15.9.3.			
Reflective chevron on rear of apparatus in accordance with Chapter 15.9.3.2.			
<b>WARRANTY</b>			
1 year bumper to bumper mechanical, excluding normal wear and tear items.			
Ten (10) year cab and body structural.			
Ten (10) year paint pro-rated.			
Ten (10) year corrosion perforation on cab and body			
Twenty (20) year aerial structural.			
Lifetime frame warranty.			
Two (2) year front axle.			
Two (2) year rear axle.			
Five (5) year engine.			
Five (5) year fire pump.			
Lifetime booster tank.			
Manufacturer's standard five (5) year warranty for transmission.			

**SECTION IV – INSTRUCTIONS & PROVISIONS**

**1. PREPARATION OF REQUEST FOR PROPOSAL**

- 1.1. Bidders are expected to examine the minimum requirements and all special and general conditions. Omission on the part of the proposer to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract document, will not be accepted as a basis for varying the requirements of the City or the compensation to the vendor. Failure to do so is at the bidder's risk. Each vendor shall furnish the information required in the Request for Proposal. The bidder shall sign the Request for Proposal and print or type his/her name, address, and telephone number on the face page.
- 1.2. The apparent silence of any supplemental minimum requirements as to any details or the omission from it of a detailed description concerning any point will be regarded as meaning that only the best commercial practices are to prevail. All workmanship is to be first quality. All interpretations of the minimum requirements shall be made upon the basis of this statement.
- 1.3. Proposals shall be submitted in the format described in this document, other formats will be rejected. Unless otherwise stated within the minimum requirements, responses to the RFP shall have (1) marked ORIGINAL and (4) copies submitted for evaluation purposes.
- 1.4. The bidder should retain a copy of all documents for future reference.
- 1.5. All proposals must be signed with the firm name and by an officer or employee having authority to bind the firm by his/her signature
- 1.6. Failure to follow the instructions in the Request for Proposal is cause for rejection of offer.

**2. SUBMISSION & RECEIPT OF PROPOSAL**

- 2.1. Proposals must be received before the specified time as designated in the RFP. A list of firms who submitted proposals will be furnished, upon request.
- 2.2. Proposals shall be submitted in a sealed envelope. The envelope shall show the hour and date specified for receipt of RFP, and the name and address of the firm.
- 2.3. The City of Seminole is not responsible for the U.S. Mail or private couriers in regard to mail being delivered by the specified time so that a proposal can be considered.

2.4. Telegraph and Facsimile (FAX) proposals will not be considered however, proposals may be modified by telegraphic and FAX notice, provided such notices are received prior to the hour and date specified.

2.5. Late proposals will be rejected.

2.6. Proposals having any erasures or corrections must be initialed by the proposer in ink. Proposals shall be signed in ink. All amounts shall be typewritten or completed in ink.

### **3. ACCEPTANCE OF OFFER**

The signed proposal shall be considered an offer on the part of the bidder; such offer shall be deemed accepted upon issuance by the City of a Purchase Order, Blanket Purchase Order, or other contractual document. The contract will be awarded to the most responsible and responsive bidder whose proposal meets the minimum requirements and criteria set forth in this RFP. The City reserves the right to accept or reject any and all proposals or parts of proposals, waive minor informalities. The City reserves the right to award the contract on a split-order, lump-sum, or individual-item basis, or such combination as shall best serve the interest of the City unless otherwise specified.

### **4. DISCREPANCIES, ERRORS AND OMISSIONS**

Any discrepancies, errors, or ambiguities in the Request for Proposals or addenda (if any) should be reported in writing to the City's Fire Rescue Department. Should it be found necessary, a written addendum will be incorporated in the Request for Proposals and will become part of the Purchase Agreement (contract documents). The City will not be responsible for any oral instructions, clarifications, or other communications

### **5. RIGHT TO REJECT PROPOSAL**

Right is reserved to reject any or all proposals and to disregard typographical, mathematical, or obvious errors. The City will not pay costs incurred by any proposer in the preparation of proposals.

### **6. CONFLICT OF INTEREST**

The bidder certifies that, to the best of his knowledge or belief, no elected/appointed official or employee of the City of Seminole, a spouse thereof or other person residing in the same household, is financially interested, directly or indirectly, in providing the goods or services specified in this proposal. Financial interest includes ownership of more than five percent of the total assets or capital stock or being an officer, director, manager, partner, proprietor or agent of the business submitting the proposal or of any subcontractor or supplier thereof providing goods or services in excess of ten percent of the total proposal amount.

Additionally, the bidder, on company letterhead, must divulge at the time of proposal submittal, any relative, other than those already specified, of an elected /appointed official or employee of the City of Seminole who has a financial interest, as defined herein, in providing

the goods or services specified in the proposal. The City, at its sole discretion, will determine whether a conflict exists and whether to accept or reject the proposal.

**7. DEFAULT OF CONTRACT**

In case of default by the bidder, the City may procure the services from other sources and hold the bidder responsible for any excess costs occasioned or incurred thereby.

**8. MODIFICATION FOR CHANGES**

No agreement or understanding to modify this RFP and resultant purchase order or contract shall be binding upon the City unless made in writing by the Office of the City Manager

**9. ORDER OR PRECEDENCE**

In the event of an inconsistency between provisions of the RFP, the inconsistency shall be resolved by giving precedence in the following order: (a) Instructions to Bidders and General Provisions; and, (b) the minimum requirements.

**10. HOLD HARMLESS**

The parties recognize that the Bidder is an independent contractor. The Bidder agrees to assume liability for and indemnify, hold harmless, and defend the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, arising out of the execution, performance, nonperformance, or enforcement of the terms and conditions of this Agreement, Invitation for Bid or Request for Proposal, whether or not due to or caused by the negligence of the City, its commissioners, mayor, officers, employees, agents, and attorneys excluding only the sole negligence of the City, its commissioners, mayor, officers, employees, agents, and attorneys. The Bidder's liability hereunder shall include all attorney's fees and costs incurred by the City in the enforcement of this indemnification provision. This includes claims made by the employees of the Bidder against the City and the Bidder hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement. Nothing contained in the foregoing indemnification shall be construed to be a waiver of any immunity or limitation of liability the City may be entitled to under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

**11. QUALIFICATION OF PROPOSER**

A proposer may be required, before the award of any contract, to show to the complete satisfaction of the City that they have the necessary facilities, equipment, ability and financial resources to perform the work in a satisfactory manner within the time specified.

**12. DISQUALIFICATION OF BIDDER**

Any or all proposals will be rejected if there is any reason for believing that collusion exists among the bidders and participants in such collusion will not be considered in future proposals for the same work.

**13. LICENSES AND PERMITS**

The bidder shall secure all licenses and permits and shall comply with all applicable laws, regulations and codes as required by the State of Florida, or by the City of Seminole. The bidder must fully comply with all Federal and State Laws and County and Municipal Ordinances and Regulations in any manner affecting the performance of the work.

**14. APPLICABLE LAW AND VENUE**

This Request for Proposal shall be construed by and controlled under the laws of the State of Florida. Venue for the purposes of any suit, action or other proceeding arising out of, or relating to, this Invitation for Bid/Request for Qualifications/Request for Proposal shall be exclusively in the Sixth Judicial Circuit in and for Pinellas County, Florida for state actions and in the United States District Court for the Middle District of Florida, Tampa Division for federal actions.

**15. EXCEPTIONS AND EVALUATION OF RFP RESPONSE**

To insure complete understanding between the bidder and the City of Seminole each of the specifications listed herein have a space to denote compliance with that specification. All bidders shall indicate by the letter "X" whether their specifications are in compliance (COMPLY or Y) or not (EXCEPTION or N).

Failure to complete by the letter "X" on the RFP shall be interpreted as non-compliance and the bidder has taken exception. Any exception shall be clearly noted and explained with full written detail in the bidder's specifications on a separate piece of paper. Failure to fully and clearly explain in detail any exception may render the bid informal and be cause for rejection.

No bid will be accepted from manufacturers who subcontract any portion of the fabrication, construction or finish painting of any portion of the apparatus including the chassis, body and aerial ladder.

During the RFP evaluation process by the City of Seminole it may be necessary to have each bidder respond to technical questions regarding their proposal. There shall be no obligation on behalf of the City of Seminole to award a contract to any bidder as a result of these questions and any technical information supplied to the City will be kept confidential and not shared with any other bidder.

**16. ADDITIONAL INFORMATION**

Additional information may be obtained from the individual listed on the RFP cover letter

**SECTION V -CONTENT OF PROPOSALS**

1. Proposals should be prepared simply and economically, providing a straightforward, concise description of the bidder's ability to fulfill the requirements of the proposal. **Failure to follow these instructions could result in your proposal being disqualified.**
2. Provide one original proposal marked "original", and 4 (four) complete copies marked "copy" for the Evaluation Committee.
  - a. **Title Page.** Type the name of bidder's agency/firm, address, telephone number, name of contact person, date, and the title of the RFP.
  - b. **Table of Contents.** Include a clear identification of the written material by section and by page number.
  - c. **Tab 1. Addenda.** Include a copy of the addendum, or addenda associated with the RFP, if applicable. Incomplete proposals will not be considered.
  - d. **Tab 2. Vendor Overview and Proposed Plan.** Provide a description of the bidder's Qualifications, Overview of company, and the Implementation Plan with a proposed schedule as requested in the RFP.
  - e. **Tab 3. References.** Provide at least five (5) governmental entity references for which the firm has performed similar work of the same or similar magnitude to those requested in this solicitation, including the contact name, entity, address, telephone number, email address, date and term of the contract. By submitting a proposal, the bidder authorizes the City to conduct reference investigations as needed. Vendor Reference Form provided in **Attachment 3**.
  - f. **Tab 4. Pricing.** An itemized price proposal shall be provided.
  - g. **Tab 5. Bidders Exceptions and Evaluation of RFP Response.** Section III of RFP.
  - h. **Tab 6. Bidder's Affidavit.** Complete the Bidder's Affirmation and Declaration form provided in the RFP Package. This form must be signed by an authorized representative of the firm as defined below.

- i. **Tab 7. Proposal Signature Form.** Complete the Proposal Signature form provided in the RFP Package. This form must be signed by an authorized representative of the firm

## ATTACHMENT 1

### BIDDER'S AFFIDAVIT AND PROPOSAL SIGNATURE FORMS

#### BIDDER'S AFFIDAVIT

Before me, the undersigned authority who is duly authorized by law to administer oaths and take acknowledgements, personally appeared

---

AFFIANT'S NAME

Who, after being duly cautioned and sworn, and being fully aware of the penalties of perjury, does hereby depose and declare, on his/her own behalf or as a representative on behalf of a partnership or corporation, or other entity that is the Bidder in the matter at hand, as follows:

1. That the Bidder, if a natural person, is of lawful age.
2. That if the Bidder is a partnership, or a corporation, or other legal person or entity recognized in the State of Florida, it has complied with all laws and ordinances governing the formation and continued existence of such entities, including but not limited to, if a Florida corporation, to the filing of its Articles of Incorporation with the Florida Secretary of State and if a corporation incorporated under the laws of a state other than Florida, that it is duly authorized to do business in the State of Florida; that it is currently an active corporation or entity fully authorized to do business; and that the undersigned is representative of the corporation or entity authorized to make this affirmation and declaration and who has the power to bind said corporation or entity.
3. That if the Bidder is operating under a fictitious name, Bidder has currently complied with and any and all laws and procedures governing the operation of businesses under fictitious names in the State of Florida;
4. That the Bidder has not submitted a rigged Bid, nor engaged in collusive bidding, or a collusive bidding arrangement, or fraudulent bidding, or entered into a conspiracy in connection with this bid with any other natural person, partnership, corporation or other entity making a bid for the same purpose. The Bidder has not entered into any understanding or agreement with any other person or entity where one or more such persons or entities agrees not to bid or fixing the prices to be bid.
5. In the event that the City determines that the Bidder has participated in any collusive, deceptive or fraudulent practices in derogation of the statements in this Affidavit the City, in addition to any other remedy it may exercise, will have the right to debar the Bidder. The contract let under such circumstances shall be deemed invalid.
6. That the Bidder is not in arrears to the City of Seminole upon debt or contract and is not in default, as surety or otherwise, of any obligation to the City, Pinellas County or the State of Florida.

7. That no officer or employee of the City, either individually or through any firm, corporation or business of which he/she is a stockholder or holds office, shall receive any substantial benefit or profit out of the contract or award to this Bidder; nor does the Bidder know of any City officer or employee having any financial interest in assisting the Bidder to obtain, or in any other way effecting, the award of the contract to this Bidder.
8. That, by submitting this bid, the Bidder certifies that he/she has fully read and understands the bid method and has full knowledge of the scope, nature, and quality of work to be performed or the services to be rendered.

## ATTACHMENT 2

### PROPOSAL SIGNATURE FORM FOR FIRE RESCUE AERIAL LADDER TRUCK

In compliance with this RFP and to all the conditions imposed herein, the undersigned offers and agrees to provide, FIRE RESCUE AERIAL LADDER TRUCK, in accordance with the attached signed proposal, or as mutually agreed upon by subsequent negotiation. This completed Proposal Signature form must be submitted with the Proposer's written proposal and will become a part of any agreement that may be awarded. This Proposal Signature Form must be signed by an authorized representative.

*If the Proposal Signature Form is not signed by an authorized representative or submitted with the proposal, the proposal is considered non-responsive.*

**Please type or print:**

---

Name of Firm:

---

Address:

---

City:

State:

Zip:

---

Contact Person:

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Telephone No.

Fax No.

Email:

Type Organization:  Individual  Small Business  Non-Profit  Partnership  Corporation  Joint Venture

Attach copies of all such licenses, permits or certificates issued to the business entity.

\_\_\_\_\_  
Authorized Signature:

\_\_\_\_\_  
Date:

**ATTACHMENT 3**  
**VENDOR REFERENCE FORM**

Please provide all requested information for each reference.

Company Name: \_\_\_\_\_

Business Type: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

Date of Term and Contract: \_\_\_\_\_



Company Name: \_\_\_\_\_

Business Type: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

Date of Term and Contract: \_\_\_\_\_



Company Name: \_\_\_\_\_

Business Type: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

Date of Term and Contract: \_\_\_\_\_

**VENDOR REFERENCE FORM**

Please provide all requested information for each reference.

Company Name: \_\_\_\_\_

Business Type: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

Date of Term and Contract: \_\_\_\_\_



Company Name: \_\_\_\_\_

Business Type: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

Date of Term and Contract: \_\_\_\_\_





## MADEIRA BEACH BOARD OF COMMISSIONERS

### February 2, 2016 – Agenda Report

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<b><u>FROM:</u></b>	Vincent M. Tenaglia, Assistant City Manager
<b><u>SUBJECT:</u></b>	<b>RESOLUTION 2016-09: AMENDING THE FISCAL YEAR 2016 BUDGET BY INCREASING LOCAL OPTION SALES TAX FUND REVENUES AND EXPENDITURES IN ACCORDANCE WITH FLORIDA INFRASTRUCTURE SALES SURTAX REVENUE NOTE; INCREASING CORRESPONDING DEBT SERVICE FUND EXPENDITURES; AND PROVIDING FOR AN EFFECTIVE DATE</b>
<b><u>BACKGROUND:</u></b>	<p>At the January 26, 2016 Board of Commissioners workshop, the BOC provided direction for staff to complete a loan with Hancock Bank in connection with the Fire Department's purchase of a ladder truck. Resolution 2016-09 amends the budget to reflect all aspects of the transaction.</p> <p>Local Option Sale Tax Fund:</p> <ul style="list-style-type: none"><li>• Increase revenue – debt proceeds: \$725,000</li><li>• Increase expenditures – cost of issuance: \$50,000</li><li>• Increase other uses – transfer out to Debt Service Fund: \$56,300</li></ul> <p>Debt Service Fund:</p> <ul style="list-style-type: none"><li>• Increase other sources – transfer in from Local Option Sales Tax Fund: \$56,300</li><li>• Increase expenditures – debt service: \$56,300</li></ul>
<b><u>BUDGETARY IMPACT:</u></b>	<p>The estimated impact to Local Option Sales Tax Fund financial position is illustrated in the attached projection. The loan transaction enhances flexibility by increasing fund balance in the short term. Long run fund balance declines by \$96,700.</p>
<b><u>RECOMMENDED BY STAFF:</u></b>	Staff recommends approval of Resolution 2016-09.
<b><u>ATTACHMENT(S):</u></b>	<ul style="list-style-type: none"><li>• Resolution 2016-09</li><li>• Fund balance projection</li><li>• Final financing numbers</li></ul>

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**RESOLUTION 2016-09**

**A RESOLUTION OF THE CITY OF MADEIRA BEACH, FLORIDA AMENDING THE FISCAL YEAR 2016 BUDGET BY INCREASING LOCAL OPTION SALES TAX FUND REVENUES AND EXPENDITURES IN ACCORDANCE WITH FLORIDA INFRASTRUCTURE SALES SURTAX REVENUE NOTE; INCREASING CORRESPONDING DEBT SERVICE FUND EXPENDITURES; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the City of Madeira Beach Board of Commissioners has approved a municipal budget for the fiscal year beginning October 1, 2015 and ending September 30, 2016; and

**WHEREAS**, Section 10.5 of the Madeira Beach City Charter authorizes the Board of Commissioners to amend the adopted budget by resolution; and

**WHEREAS**, the Board of Commissioners desires to amend the budget.

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

**Section 1.** The Board of Commissioners authorizes an increase to Local Option Sales Tax Fund revenues, in the amount of \$725,000.

**Section 2.** The Board of Commissioners authorizes an increase to Local Option Sales Tax Fund expenditures, in the amount of \$50,000.

**Section 3.** The Board of Commissioners authorizes an increase to Local Option Sales Tax Fund other financing uses (transfers out), in the amount of \$56,300

**Section 4.** The Board of Commissioners authorizes an increase to Debt Service Fund other financing sources (transfers in), in the amount of \$56,300

**Section 5.** The Board of Commissioners authorizes an increase to Debt Service Fund expenditures, in the amount of \$56,300

**Section 6.** The Board of Commissioners authorizes staff to allocate the budget amendment pursuant to the account level detailed provided as Exhibit A.

**Section 7.** This resolution shall become effective immediately upon its adoption.

**[REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK]**

INTRODUCED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH,  
THIS \_\_\_\_ day of \_\_\_\_\_,2016.

\_\_\_\_\_  
TRAVIS PALLADENO, Mayor

ATTEST:

\_\_\_\_\_  
AIMEE SERVEDIO, City Clerk

**Resolution 2016-09: Exhibit A**

<b>Account</b>	<b>Adopted budget</b>	<b>Current request</b>	<b>Total revised</b>
<b>LOCAL OPTION SALES TAX FUND</b>			
<b>Revenue</b>			
103.381.999	\$ -	\$ 725,000.00	\$ 725,000.00
	<u>\$ -</u>	<u>\$ 725,000.00</u>	<u>\$ 725,000.00</u>
<b>Expenditures</b>			
103.9519.9999	\$ -	\$ 50,000.00	\$ 50,000.00
	<u>\$ -</u>	<u>\$ 50,000.00</u>	<u>\$ 50,000.00</u>
<b>Net</b>	<u>\$ -</u>	<u>\$ 675,000.00</u>	<u>\$ 675,000.00</u>
<b>DEBT SERVICE FUND</b>			
<b>Revenue</b>			
170.381.103	\$ -	\$ 56,300.00	\$ 56,300.00
	<u>\$ -</u>	<u>\$ 56,300.00</u>	<u>\$ 56,300.00</u>
<b>Expenditures</b>			
170.5170.7100	\$ 280,000.00	\$ 53,000.00	\$ 333,000.00
170.5170.7200	\$ 247,800.00	\$ 3,300.00	\$ 251,100.00
	<u>\$ 527,800.00</u>	<u>\$ 56,300.00</u>	<u>\$ 584,100.00</u>
<b>Net</b>	<u>\$(527,800.00)</u>	<u>\$ -</u>	<u>\$(527,800.00)</u>

**FY 2016 - FY 2020 Fund Balance Projection  
Local Option Sales Tax Fund**

**Tentative changes from adopted budget highlighted in yellow  
Impact to fund balance highlighted in orange**

	FY 14 ACTUAL	FY 15 REVISED	FY 16 BUDGET	FY 17 PROJECTION	FY 18 PROJECTION	FY 19 PROJECTION	FY 20 PROJECTION
<b>Beginning available resources:</b>							
Restricted balance	1,847,565	879,824	378,200	680,500	458,600	271,700	479,800
<b>Total beginning available resources</b>	<b>\$ 1,847,565</b>	<b>\$ 879,824</b>	<b>\$ 378,200</b>	<b>\$ 680,500</b>	<b>\$ 458,600</b>	<b>\$ 271,700</b>	<b>\$ 479,800</b>
<b>Funding sources:</b>							
Operating revenues	384,942	366,100	395,300	411,100	411,100	407,000	101,800
Interest earnings			3,300				
Debt proceeds, 2016 revenue note			725,000				
<b>Total funding sources</b>	<b>\$ 384,942</b>	<b>\$ 366,100</b>	<b>\$ 1,123,600</b>	<b>\$ 411,100</b>	<b>\$ 411,100</b>	<b>\$ 407,000</b>	<b>\$ 101,800</b>
<b>Funding uses:</b>							
Operating budget expenditures	-	-	-	-	-	-	-
Cost of issuance, 2016 revenue note			50,000				
Debt service, 2016 revenue note (transfer to D.S. Fund)			56,300	198,000	198,000	198,900	98,800
Capital projects as scheduled below	1,312,683	867,677	40,000	400,000	400,000	-	-
Vehicle replacements as scheduled below	40,000	-	675,000	35,000	-	-	85,000
<b>Total funding uses</b>	<b>\$ 1,352,683</b>	<b>\$ 867,677</b>	<b>\$ 821,300</b>	<b>\$ 633,000</b>	<b>\$ 598,000</b>	<b>\$ 198,900</b>	<b>\$ 183,800</b>
<b>Restricted fund balance (adopted)</b>	<b>\$ 879,824</b>	<b>\$ 378,247</b>	<b>\$ 83,500</b>	<b>\$ 59,600</b>	<b>\$ 70,700</b>	<b>\$ 477,700</b>	<b>\$ 494,500</b>
<b>Restricted fund balance (revised)</b>	<b>\$ 879,824</b>	<b>\$ 378,247</b>	<b>\$ 680,500</b>	<b>\$ 458,600</b>	<b>\$ 271,700</b>	<b>\$ 479,800</b>	<b>\$ 397,800</b>
<i>Difference</i>	\$ -	\$ -	\$ 597,000	\$ 399,000	\$ 201,000	\$ 2,100	\$ (96,700)
<b>Projects/Improvements:</b>							
Beach groyne rehabilitation	273,852	-	-	-	-	-	-
Archibald Park rehabilitation	577,934	8,588	-	-	-	-	-
Stormwater drainage & roadway improvements	377,345	297,886	-	-	-	-	-
City Centre dock construction	-	73,868	-	-	400,000	-	-
Madeira Way improvements	-	50,000	40,000	400,000	-	-	-
Marina dock construction	77,665	422,335	-	-	-	-	-
9/11 Memorial	5,887	-	-	-	-	-	-
Beach walkover replacements	-	15,000	-	-	-	-	-
<b>Projects/Improvements Total</b>	<b>\$ 1,312,683</b>	<b>\$ 867,677</b>	<b>\$ 40,000</b>	<b>\$ 400,000</b>	<b>\$ 400,000</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Vehicles:</b>							
2009 Ford Explorer (#C25)	-	-	-	35,000	-	-	-
2004 Pierce Enforcer Fire Engine (#E25)	-	-	675,000	-	-	-	-
1999 Spartan Fire Engine (#P25)	-	-	-	-	-	-	-
Fire/EMS ALS vehicle acquisition	40,000	-	-	-	-	-	45,000
Water rescue jet ski replacement	-	-	-	-	-	-	40,000
<b>Vehicles Total</b>	<b>\$ 40,000</b>	<b>\$ -</b>	<b>\$ 675,000</b>	<b>\$ 35,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 85,000</b>
<b>CIP Total</b>	<b>\$ 1,352,683</b>	<b>\$ 867,677</b>	<b>\$ 715,000</b>	<b>\$ 435,000</b>	<b>\$ 400,000</b>	<b>\$ -</b>	<b>\$ 85,000</b>

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SOURCES AND USES OF FUNDS

City of Madeira Beach, Florida  
Infrastructure Sales Surtax Revenue Note, Series 2016

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FINAL NUMBERS

Lender: Hancock Bank

Dated Date            02/18/2016  
Delivery Date        02/18/2016

Sources:

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Bond Proceeds:	
Par Amount	725,000.00

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725,000.00

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Uses:

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Project Fund Deposits:	
Project Fund	675,000.00

Delivery Date Expenses:	
Cost of Issuance	50,000.00

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725,000.00

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**BOND SUMMARY STATISTICS**

City of Madeira Beach, Florida  
Infrastructure Sales Surtax Revenue Note, Series 2016

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**FINAL NUMBERS**  
Lender: Hancock Bank

Dated Date	02/18/2016
Delivery Date	02/18/2016
First Coupon	06/01/2016
Last Maturity	12/01/2019
Arbitrage Yield	1.590365%
True Interest Cost (TIC)	1.590365%
Net Interest Cost (NIC)	1.590000%
All-In TIC	5.054797%
Average Coupon	1.590000%
Average Life (years)	2.155
Duration of Issue (years)	2.117
Par Amount	725,000.00
Bond Proceeds	725,000.00
Total Interest	24,842.65
Net Interest	24,842.65
Total Debt Service	749,842.65
Maximum Annual Debt Service	198,421.90
Average Annual Debt Service	198,050.88
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	
Total Underwriter's Discount	
Bid Price	100.000000

Bond Component	Par Value	Price	Average Coupon	Average Life	PV of 1 bp change
Bond Component	725,000.00	100.000	1.590%	2.155	154.32
	725,000.00			2.155	154.32

	TIC	All-In TIC	Arbitrage Yield
Par Value	725,000.00	725,000.00	725,000.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount			
- Cost of Issuance Expense		-50,000.00	
- Other Amounts			
Target Value	725,000.00	675,000.00	725,000.00
Target Date	02/18/2016	02/18/2016	02/18/2016
Yield	1.590365%	5.054797%	1.590365%

**BOND PRICING**

City of Madeira Beach, Florida  
 Infrastructure Sales Surtax Revenue Note, Series 2016

----  
**FINAL NUMBERS**  
 Lender: Hancock Bank

Bond Component	Maturity Date	Amount	Rate	Yield	Price
Bond Component:					
	06/01/2016	53,000	1.590%	1.590%	100.000
	12/01/2016	94,000	1.590%	1.590%	100.000
	06/01/2017	94,000	1.590%	1.590%	100.000
	12/01/2017	95,000	1.590%	1.590%	100.000
	06/01/2018	96,000	1.590%	1.590%	100.000
	12/01/2018	97,000	1.590%	1.590%	100.000
	06/01/2019	98,000	1.590%	1.590%	100.000
	12/01/2019	98,000	1.590%	1.590%	100.000
		725,000			

Dated Date	02/18/2016	
Delivery Date	02/18/2016	
First Coupon	06/01/2016	
Par Amount	725,000.00	
Original Issue Discount		
Production	725,000.00	100.000000%
Underwriter's Discount		
Purchase Price	725,000.00	100.000000%
Accrued Interest		
Net Proceeds	725,000.00	

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BOND DEBT SERVICE

City of Madeira Beach, Florida  
Infrastructure Sales Surtax Revenue Note, Series 2016

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FINAL NUMBERS  
Lender: Hancock Bank

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
06/01/2016	53,000	1.590%	3,298.15	56,298.15	
12/01/2016	94,000	1.590%	5,342.40	99,342.40	155,640.55
06/01/2017	94,000	1.590%	4,595.10	98,595.10	
12/01/2017	95,000	1.590%	3,847.80	98,847.80	197,442.90
06/01/2018	96,000	1.590%	3,092.55	99,092.55	
12/01/2018	97,000	1.590%	2,329.35	99,329.35	198,421.90
06/01/2019	98,000	1.590%	1,558.20	99,558.20	
12/01/2019	98,000	1.590%	779.10	98,779.10	198,337.30
	725,000		24,842.65	749,842.65	749,842.65

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COST OF ISSUANCE

City of Madeira Beach, Florida  
Infrastructure Sales Surtax Revenue Note, Series 2016

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FINAL NUMBERS

Lender: Hancock Bank

Cost of Issuance	\$/1000	Amount
Bond Counsel Fee	27.58621	20,000.00
Bond Counsel Expenses	3.44828	2,500.00
City Attorney Fee	20.68966	15,000.00
Financial Advisor Fee	13.79310	10,000.00
Bank Counsel Fee	2.48276	1,800.00
Miscellaneous	0.96552	700.00
	68.96552	50,000.00

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FORM 8038 STATISTICS

City of Madeira Beach, Florida  
 Infrastructure Sales Surtax Revenue Note, Series 2016

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 FINAL NUMBERS  
 Lender: Hancock Bank

Dated Date 02/18/2016  
 Delivery Date 02/18/2016

Bond Component	Date	Principal	Coupon	Price	Issue Price	Redemption at Maturity
Bond Component:						
	06/01/2016	53,000.00	1.590%	100.000	53,000.00	53,000.00
	12/01/2016	94,000.00	1.590%	100.000	94,000.00	94,000.00
	06/01/2017	94,000.00	1.590%	100.000	94,000.00	94,000.00
	12/01/2017	95,000.00	1.590%	100.000	95,000.00	95,000.00
	06/01/2018	96,000.00	1.590%	100.000	96,000.00	96,000.00
	12/01/2018	97,000.00	1.590%	100.000	97,000.00	97,000.00
	06/01/2019	98,000.00	1.590%	100.000	98,000.00	98,000.00
	12/01/2019	98,000.00	1.590%	100.000	98,000.00	98,000.00
		725,000.00			725,000.00	725,000.00

	Maturity Date	Interest Rate	Issue Price	Stated Redemption at Maturity	Weighted Average Maturity	Yield
Final Maturity	12/01/2019	1.590%	98,000.00	98,000.00		
Entire Issue			725,000.00	725,000.00	2.1551	1.5904%

Proceeds used for accrued interest	0.00
Proceeds used for bond issuance costs (including underwriters' discount)	50,000.00
Proceeds used for credit enhancement	0.00
Proceeds allocated to reasonably required reserve or replacement fund	0.00

RESOLUTION NO. 2016-10

A RESOLUTION OF THE CITY OF MADEIRA BEACH, FLORIDA AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$725,000 IN AGGREGATE PRINCIPAL AMOUNT OF CITY OF MADEIRA BEACH, FLORIDA INFRASTRUCTURE SALES SURTAX REVENUE NOTE, SERIES 2016 FOR THE PURPOSE OF FINANCING AND/OR REIMBURSING THE DESIGNING, PERMITTING, ACQUISITION, CONSTRUCTION, RECONSTRUCTION AND EQUIPPING OF VARIOUS CAPITAL PROJECTS DESCRIBED HEREIN; PLEDGING LOCAL GOVERNMENT INFRASTRUCTURE SALES SURTAX REVENUES TO SECURE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON SUCH NOTE; MAKING CERTAIN COVENANTS AND AGREEMENTS FOR THE BENEFIT OF THE HOLDERS OF SUCH NOTE; EXPRESSING AN INTENT TO BE REIMBURSED WITH PROCEEDS OF SUCH NOTE; DESIGNATING SUCH NOTE AS "BANK QUALIFIED"; AUTHORIZING CERTAIN OFFICIALS AND EMPLOYEES OF THE CITY TO TAKE ALL ACTIONS REQUIRED IN CONNECTION WITH THE SALE, ISSUANCE AND DELIVERY OF SUCH NOTE; PROVIDING CERTAIN OTHER MATTERS IN CONNECTION THEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

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

ARTICLE I  
GENERAL

SECTION 1.01      Definitions.

When used in this Resolution, the following terms shall have the following meanings, unless the context clearly otherwise requires:

"Act" shall mean the Constitution and laws of the State of Florida, Chapter 166, Florida Statutes, Chapter 212, Florida Statutes, Chapter 218, Part IV, Florida Statutes, the municipal charter of the Issuer, Ordinance No. 07-06 duly enacted by the Board of County Commissioners of Pinellas County, Florida on January 9, 2007, and a successful referendum conducted thereunder on March 13, 2007 where the one-cent local infrastructure sales surtax was extended through January 31, 2020, and other applicable provisions of law.

"Additional Bonds" shall mean the obligations issued at any time under the provisions of Section 5.02 hereof on a parity with the Series 2016 Note.

"Additional Project" shall mean the designing, permitting, acquisition, construction, reconstruction and/or equipping of the facilities and general infrastructure within the City and shall include all property rights, easements, franchises and equipment relating thereto and deemed necessary or convenient for the designing, permitting, acquisition, construction, reconstruction, equipping and/or the operation thereof which are financed in whole or in part with the proceeds of Additional Bonds.

"Amortization Installment" shall mean an amount designated as such by Supplemental Resolution of the Issuer and established with respect to any Term Bonds.

"Annual Debt Service" shall mean, with respect to any Bond Year, the aggregate amount of (1) all interest required to be paid on the Outstanding Bonds during such Bond Year, except to the extent that such interest is to be paid from (a) deposits in the Interest Account made from Bond proceeds or (b) a direct subsidy payment expected to be received by the Issuer from the United States Treasury relating to Direct Subsidy Bonds or any other interest subsidy or similar payments made by the Federal government, (2) all principal of Outstanding Serial Bonds maturing in such Bond Year, and (3) all Amortization Installments herein designated with respect to such Bond Year.

"Bond Amortization Account" shall mean the separate account in the Debt Service Fund established pursuant to Section 4.04 hereof.

"Bond Counsel" shall mean Bryant Miller Olive P.A. or any other attorney at law or firm of attorneys, of nationally recognized standing in matters pertaining to the exclusion from gross

income for federal income tax purposes of interest on obligations issued by states and political subdivisions, and duly admitted to practice law before the highest court of any state of the United States of America.

**"Bond Year"** shall mean the period commencing on December 2 and ending on twelve months later on December 1.

**"Bondholder"** or **"Holder"** or **"holder"** or any similar term, when used with reference to a Bond or Bonds, shall mean any person who shall be the registered owner of any Outstanding Bond or Bonds as provided in the registration books of the Issuer.

**"Bonds"** shall mean the Series 2016 Note, together with any Additional Bonds issued pursuant to this Resolution.

**"Capital Appreciation Bonds"** shall mean the aggregate principal amount of the Bonds that bear interest payable solely at maturity or upon redemption prior to maturity in the amounts determined by reference to the Compounded Amounts, all as shall be determined by Supplemental Resolution of the Issuer. In the case of Capital Appreciation Bonds that are convertible to Bonds with interest payable prior to maturity or redemption of such Bonds, such Bonds shall be considered Capital Appreciation Bonds only during the period of time prior to such conversion.

**"City Attorney"** shall mean Thomas J. Trask, Esq. of Trask Daigneault, LLP or any of his partners, or any other duly appointed City Attorney or assistant City Attorney of the Issuer.

**"City Manager"** shall mean the City Manager or assistant, deputy, interim or acting City Manager of the Issuer.

**"Clerk"** shall mean the City Clerk or assistant or deputy City Clerk of the Issuer, or such other person as may be duly authorized by the Board of Commissioners of the Issuer to act on his or her behalf.

**"Code"** shall mean the Internal Revenue Code of 1986, as amended, and the regulations and rules thereunder in effect or proposed.

**"Compounded Amounts"** shall mean, as of any date of computation with respect to any Capital Appreciation Bond, an amount equal to the principal amount of such Capital Appreciation Bond (the principal amount at its initial offering) plus the interest accrued on such Capital Appreciation Bond from the date of delivery to the original purchasers thereof to the interest date next preceding the date of computation or the date of computation if an interest date, such interest to accrue at the applicable rate which shall not exceed the legal rate, compounded semiannually, plus, with respect to matters related to the payment upon redemption of the Capital Appreciation Bonds, if such date of computation shall not be an interest date, a portion of the difference between the Compounded Amount as of the immediately preceding interest date and the Compounded Amount as of the immediately

succeeding interest date, calculated based on the assumption that Compounded Amount accrues during any semi-annual period in equal daily amounts on the basis of a 360-day year of twelve 30-day months.

**"Construction Fund"** shall mean the City of Madeira Beach, Florida, Infrastructure Sales Surtax Revenue Bonds, Series 2016 Construction Fund established pursuant to Section 4.03 hereof.

**"Cost"** when used in connection with a Project, shall mean (1) the Issuer's cost of physical construction; (2) costs of acquisition by or for the Issuer of such Project; (3) costs of land and interests therein and the cost of the Issuer incidental to such acquisition; (4) the cost of any indemnity and surety bonds and premiums for insurance during construction; (5) all interest due to be paid on the Bonds and other obligations relating to the Project during, and if deemed advisable by the Issuer for up to one year after the end of, the construction period of such Project and for a reasonable period thereafter, if permitted by the Code; (6) engineering, legal and other consultant fees and expenses; (7) costs and expenses incidental to the issuance of the Bonds for up to one year, including the fees and expenses of any attorneys, financial advisors, auditors, engineers, Paying Agent, Registrar or depository; (8) payments, when due (whether at the maturity of principal or the due date of interest or upon redemption) on any indebtedness of the Issuer (other than the Bonds) incurred for such Project; (9) costs of machinery or equipment required by the Issuer for the commencement of operation of such Project; or (10) any other costs properly attributable to such construction or acquisition, as determined by generally accepted accounting principles and shall include reimbursement to the Issuer for any such items of Cost heretofore paid by the Issuer. Any Supplemental Resolution may provide for additional items to be included in the aforesaid Costs.

**"Debt Service Fund"** shall mean the City of Madeira Beach, Florida, Infrastructure Sales Surtax Revenue Bonds Debt Service Fund established pursuant to Section 4.04 hereof.

**"Direct Subsidy Bonds"** shall mean any Taxable Bonds issued by the Issuer hereunder for which either (1) the Issuer receives direct subsidy payments or any other interest subsidy or similar payments made by the Federal Government in an amount equal to a percentage of the interest paid on such Bond or Bonds, or (2) the holder of such Bond or Bonds receives a tax credit in an amount equal to a percentage of or in lieu of the interest paid on such Bond or Bonds.

**"Federal Securities"** shall mean (1) cash, and/or (2) non-callable direct obligations of the United States of America.

**"Financial Advisor"** shall mean Public Financial Management, Inc., or another financial advisor acceptable to the Issuer.

**"Finance Director"** shall mean the Finance Director of the Issuer, or such other person as may be duly authorized by the City Manager of the Issuer to act on his or her behalf.

"**Fiscal Year**" shall mean the period commencing on October 1 of each year and continuing through the next succeeding September 30, or such other period as may be prescribed by law.

"**Initial Project**" shall mean the construction, designing, permitting, reconstruction, acquisition and equipping of certain additions, extensions and improvements to public facilities within the Issuer, including without limitation a fire truck. Such Initial Project shall include without limitation all property rights, appurtenances, easements, franchises and equipment relating thereto and deemed necessary or convenient for the construction, designing, permitting, reconstruction, acquisition and equipping thereof, in accordance with certain plans on file or to be on file with the Clerk, with such changes, deletions, additions or modifications to the enumerated improvements, equipment and facilities, or such other improvements as approved by the Board of Commissioners of the Issuer in a Supplemental Resolution in accordance with the Act.

"**Insurance Policy**" or "**Insurance Policies**" shall mean any policy of bond insurance, letter of credit, guarantee, or other similar form of credit enhancement issued by an Insurer and insuring or guaranteeing the payment when due of all or any portion of the principal of and interest on any Series of Bonds. All references in this Resolution to the Insurance Policy or Insurance Policies shall be of no force and effect (i) if there is a default in the performance of any obligations thereunder by the applicable Insurer, or (ii) at such time as there are no Bonds Outstanding with respect to which an Insurer has issued an Insurance Policy or Insurance Policies.

"**Insurer**" shall mean any issuer or issuers of any Insurance Policy or any successor corporation that assumes the obligations of the issuer of such Insurance Policy. All references in this Resolution to the Insurer and/or an Insurance Policy shall be of no force and effect to a particular Series of Bonds if such Bonds are not insured, and/or at such time as there are no Bonds Outstanding with respect to which an Insurer has issued an Insurance Policy.

"**Interest Account**" shall mean the separate account in the Debt Service Fund established pursuant to Section 4.04 hereof.

"**Interest Date**" shall be June 1 and December 1 of each year.

"**Issuer**" shall mean the City of Madeira Beach, Florida, a municipal corporation of the State of Florida.

"**Maximum Annual Debt Service**" shall mean the largest amount of Annual Debt Service for any Bond Year in which Bonds shall be Outstanding, excluding all Bond Years which shall have ended prior to the Bond Year in which Maximum Annual Debt Service shall be computed.

"**Maximum Permitted Maturity**" shall mean December 1, 2019; provided, however, that if a majority of the qualified electors voting in a referendum called for the purpose of extending

the levy of the one-cent discretionary infrastructure sales surtax pursuant to Section 212, Florida Statutes, for an additional period of time, as permitted by applicable law, shall approve the levy of such surtax for an additional period of time beyond the current expiration date of January 31, 2020, "Maximum Permitted Maturity" shall mean the day following the last date of such additional period of time approved in the referendum.

**"Maximum Interest Rate"** shall mean, with respect to any particular Variable Rate Bonds, the maximum rate of interest such Bonds may at any time bear in the future in accordance with the terms of the Supplemental Resolution of the Issuer delineating the details of such Bonds.

**"Mayor"** shall mean the Mayor of the Issuer, or in his or her absence, the Vice Mayor of the Issuer, or such other person as may be duly authorized by the Board of Commissioners of the Issuer to act on his or her behalf.

**"Outstanding"** when used with reference to Bonds and as of any particular date, shall describe all Bonds theretofore and thereupon being authenticated and delivered except (1) any Bond in lieu of which another Bond or other Bonds have been issued under an agreement to replace lost, mutilated or destroyed Bonds, (2) any Bond surrendered by the Holder thereof in exchange for another Bond or other Bonds under Sections 2.06 and 2.08 hereof, (3) Bonds canceled after purchase in the open market or because of payment at or redemption prior to maturity, and (4) Bonds which have been defeased pursuant to Section 8.01 hereof.

**"Paying Agent"** shall mean any paying agent for Bonds appointed by or pursuant to a Supplemental Resolution and its successors or assigns, and any other Person which may at any time be substituted in its place pursuant to this Resolution. Notwithstanding anything herein to the contrary, the Paying Agent for the Series 2016 Note is the Clerk.

**"Permitted Investments"** shall mean any investments authorized pursuant to the laws of the State and the Issuer's written investment policy, if any.

**"Person"** shall mean an individual, a corporation, a partnership, an association, a joint stock company, a trust, any unincorporated organization or governmental entity.

**"Pledged Funds"** shall mean the Pledged Revenues and until applied in accordance with the provisions of this Resolution, all moneys, including investments thereof, in the funds and accounts established hereunder, other than the Unrestricted Revenue Account; provided, however, that proceeds deposited in the Construction Fund in connection with the issuance of a particular Series of Bonds shall only secure such Series, and further, with respect to the Series 2016 Note, "Pledged Funds" does not include the Reserve Fund or any subaccount created therein.

**"Pledged Revenues"** shall mean the Sales Tax Revenues, and shall not include any direct subsidy payments received by the Issuer from the United States Treasury relating to Direct

Subsidy Bond or any other interest subsidy or similar payments made by the Federal Government until deposited into the Interest Account.

**"Principal Account"** shall mean the separate account in the Debt Service Fund established pursuant to Section 4.04 hereof.

**"Project"** shall mean the Initial Project and any Additional Project.

**"Redemption Price"** shall mean, with respect to any Bond or portion thereof, the principal amount or portion thereof, plus the applicable premium, if any, payable upon redemption thereof pursuant to such Bond or this Resolution.

**"Registrar"** shall mean any registrar for the Bonds appointed by or pursuant to a Supplemental Resolution and its successors and assigns, and any other Person which may at any time be substituted in its place pursuant to Supplemental Resolution. Notwithstanding anything herein to the contrary, the Registrar for the Series 2016 Note is the Clerk.

**"Reserve Account"** shall mean the separate account in the Debt Service Fund established pursuant to Section 4.04 hereof.

**"Reserve Account Requirement"** shall mean \$0 with respect to the Series 2016 Note. The Issuer may establish by Supplemental Resolution the amount of the Reserve Account Requirement applicable to a subaccount hereafter created in the Reserve Account to secure a Series of Bonds pursuant to Section 4.05(A)4. hereof.

**"Resolution"** shall mean this Resolution, as the same may from time to time be amended, modified or supplemented by Supplemental Resolution.

**"Restricted Revenue Account"** shall mean the separate account in the Revenue Fund established pursuant to Section 4.04 hereof.

**"Revenue Fund"** shall mean the City of Madeira Beach, Florida Infrastructure Sales Surtax Revenue Bonds Revenue Fund established pursuant to Section 4.04 hereof.

**"Sales Tax Revenues"** shall mean the proceeds received by the Issuer, as its share determined in accordance with the Act and that certain Interlocal Agreement dated April 29, 2008, by and between the Issuer, Pinellas County, Florida, and certain other local governments, as it may be amended or supplanted from time to time, from the levy and collection of the one-cent discretionary infrastructure sales surtax pursuant to Chapter 212, Part I, Florida Statutes.

**"Serial Bonds"** shall mean all of the Bonds other than the Capital Appreciation Bonds, Term Bonds and Variable Rate Bonds.

**"Series"** shall mean all the Bonds delivered on original issuance in a simultaneous transaction and identified pursuant to Sections 2.01 and 2.02 hereof or a Supplemental

Resolution authorizing the issuance by the Issuer of such Bonds as a separate Series, regardless of variations in maturity, interest rate, Amortization Installments or other provisions.

"**Series 2016 Note**" shall mean the Issuer's Infrastructure Sales Surtax Revenue Note, Series 2016 authorized pursuant to Section 2.02 hereof, or such other name or names as shall be designated pursuant to the authorization in Section 2.02 hereof.

"**State**" shall mean the State of Florida.

"**Subordinated Indebtedness**" shall mean that indebtedness of the Issuer, subordinate and junior to the Bonds, issued in accordance with the provisions of Section 5.01 hereof.

"**Supplemental Resolution**" shall mean any resolution of the Issuer amending or supplementing this Resolution adopted and becoming effective in accordance with the terms of Sections 7.01, 7.02 and 7.03 hereof.

"**Taxable Bond**" shall mean any Bond which states, in the body thereof, that the interest income thereon is includable in the gross income of the Holder thereof for federal income tax purposes or that such interest is subject to federal income taxation.

"**Term Bonds**" shall mean those Bonds which shall be designated as Term Bonds hereby or by Supplemental Resolution of the Issuer and which are subject to mandatory redemption by Amortization Installments.

"**Unrestricted Revenue Account**" shall mean the separate account in the Revenue Fund established pursuant to Section 4.04 hereof.

"**Variable Rate Bonds**" shall mean Bonds issued with a variable, adjustable, convertible or other similar rate which is not fixed in percentage for the entire term thereof at the date of issue.

The terms "herein," "hereunder," "hereby," "hereto," "hereof" and any similar terms, shall refer to this Resolution; the term heretofore shall mean before the date of adoption of this Resolution; and the term "hereafter" shall mean after the date of adoption of this Resolution.

Words importing the masculine gender include every other gender.

Words importing the singular number include the plural number, and vice versa.

**SECTION 1.02      Authority for Resolution.**

This Resolution is adopted pursuant to the provisions of the Act.

**SECTION 1.03            Resolution to Constitute Contract.**

In consideration of the purchase and acceptance of any or all of the Bonds by those who shall hold the same from time to time, the provisions of the Resolution shall be a part of the contract of the Issuer with the Holders of the Bonds and shall be deemed to be and shall constitute a contract between the Issuer and the Holders from time to time of the Bonds. The pledge made in the Resolution and the provisions, covenants and agreements herein set forth to be performed by or on behalf of the Issuer shall be for the equal benefit, protection and security of the Holders of any and all of said Bonds and the Insurers. All of the Bonds, regardless of the time or times of their issuance or maturity, shall be of equal rank without preference, priority or distinction of any of the Bonds over any other thereof except as expressly provided in or pursuant to the Resolution.

**SECTION 1.04            Findings.** It is hereby ascertained, determined and declared:

(A) That the Issuer deems it necessary, desirable and in the best interests of the Issuer and its citizens and to serve a public purpose that the Initial Project be constructed, designed, permitted, reconstructed, acquired and equipped.

(B) That all or a portion of the Initial Project shall be financed by and/or reimbursed from a portion of the proceeds of the Series 2016 Note.

(C) That the purposes for which the Bonds are being issued include the promotion of the public health, welfare, safety and social benefit to the Issuer and its citizens.

(D) That, as of the date hereof, the Pledged Revenues are not pledged or encumbered in any manner and are estimated to be sufficient to pay the principal of and interest on the Series 2016 Note, as the same become due, and all other payments provided for in this Resolution.

(E) That the principal of and interest on the Bonds and all other payments provided for in this Resolution will be payable solely from the Pledged Funds; and the ad valorem taxing power of the Issuer will never be necessary or authorized to pay the principal of and interest on the Bonds and, except as otherwise provided herein, the Bonds shall not constitute a lien upon any property of the Issuer.

**SECTION 1.05            Authorization of the Initial Project.** The Issuer does hereby authorize the acquisition, construction and reconstruction of the capital improvements which comprise the Initial Project.

**ARTICLE II  
AUTHORIZATION, TERMS, EXECUTION  
AND REGISTRATION OF BONDS**

**SECTION 2.01      Authorization of Bonds.**

This Resolution creates an issue of Bonds of the Issuer to be designated as "City of Madeira Beach, Florida, Infrastructure Sales Surtax Revenue [Bonds/Notes]" which may be issued in one or more Series as hereinafter provided. The aggregate principal amount of the Bonds which may be executed and delivered under this Resolution is not limited except as is or may hereafter be provided in this Resolution or as limited by the Act or by law.

The Bonds may, if and when authorized by the Issuer pursuant to this Resolution, be issued in one or more Series, with such further appropriate particular designations added to or incorporated in such title for the Bonds of any particular Series as the Issuer may determine and as may be necessary to distinguish such Bonds from the Bonds of any other Series. Each Bond shall bear upon its face the designation so determined for the Series to which it belongs.

The Bonds shall be issued for such purpose or purposes; shall bear interest at such rate or rates not exceeding the maximum rate permitted by law; and shall be payable in lawful money of the United States of America on such dates; all as determined by Supplemental Resolution of the Issuer.

The Bonds shall be issued in denominations of \$5,000 or integral multiples thereof (provided the Series 2016 Note shall be issued in denominations of \$1,000 or integral multiples thereof), in such form, whether coupon or registered; shall be dated such date; shall bear such numbers; shall be payable at such place or places; shall contain such redemption provisions; shall have such Paying Agents and Registrars; shall mature in such years (not exceeding the Maximum Permitted Maturity) and amounts; shall provide that the proceeds thereof be used in such manner; may be Capital Appreciation Bonds, Serial Bonds, Term Bonds or Variable Rate Bonds (provided, however, that the issuance of Variable Rate Bonds which are Additional Bonds is subject to the provisions of Section 5.02(D) hereof); all as determined by Supplemental Resolution of the Issuer.

**SECTION 2.02      Authorization and Description of Bonds.**

A Series of Bonds entitled to the benefit, protection and security of this Resolution is hereby authorized in an aggregate principal amount of not to exceed \$725,000 for the principal purposes of financing and/or reimbursing all or a portion of the Costs of the Initial Project and paying certain costs of issuance incurred with respect to such Series. Such Series shall be designated as, and shall be distinguished from the Bonds of all other Series by the title "City of Madeira Beach, Florida, Infrastructure Sales Surtax Revenue Note, Series 2016," provided the Issuer may change such designation in the event that the total authorized amount of Series 2016 Note are not issued as a single series and/or are not issued in calendar year 2016.

The Series 2016 Note shall be dated as of the date of delivery of the Series 2016 Note to the purchaser or purchasers thereof or such other date as may be set forth by Supplemental Resolution of the Issuer; shall be issued as a single fully registered Series 2016 Note; shall be numbered consecutively from one upward in order of maturity preceded by the letter "R"; shall be in such denominations and shall bear interest at a rate or rates not exceeding the maximum rate permitted by law, payable in such manner and on such dates; shall consist of such amounts of Serial Bonds and/or Term Bonds; maturing in such amounts or Amortization Installments and in such years not exceeding the Maximum Permitted Maturity; shall be payable in such place or places; shall have such Paying Agent and Registrar; and shall contain such redemption provisions; all as the Issuer shall provide herein or hereafter by Supplemental Resolution.

The principal of or Redemption Price, if applicable, on the Series 2016 Note and interest payable on any Series 2016 Note on any Interest Date will be paid by check or draft of the Paying Agent to the Holder in whose name such Series 2016 Note shall be registered at the close of business on the date which shall be the fifteenth day (whether or not a business day) of the calendar month next preceding such Interest Date, or by bank wire transfer for the account of such Holder. In the event the interest payable on any Series 2016 Note is not punctually paid or duly provided for by the Issuer on such Interest Date, such defaulted interest will be paid to the Holder in whose name such Series 2016 Note shall be registered at the close of business on a special record date for the payment of such defaulted interest as established by notice to such Holder, not less than ten days preceding such special record date. All payments of principal of or Redemption Price, if applicable, and interest on the Series 2016 Note shall be payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

**SECTION 2.03      Application of Series 2016 Note Proceeds.**

Except as otherwise provided by Supplemental Resolution, the proceeds derived from the sale of the Series 2016 Note, including accrued interest and premium, if any, shall, simultaneously with the delivery of the Series 2016 Note to the purchaser or purchasers thereof, be applied by the Issuer as follows:

(A) Accrued interest, if any, shall be deposited in the Interest Account and shall be used only for the purpose of paying the interest which shall thereafter become due on the Series 2016 Note.

(B) A sufficient amount of the Series 2016 Note proceeds shall be applied to the payment of costs and expenses relating to the issuance of the Series 2016 Note which must be paid upon delivery of the Series 2016 Note. Such amount may, at the option of the Issuer, be deposited in and disbursed from the Construction Fund.

(C) The balance of the Series 2016 Note proceeds shall be deposited in the Construction Fund to be used to pay all or a portion of the Costs of the Initial Project.

**SECTION 2.04            Execution of Bonds.**

The Bonds shall be executed in the name of the Issuer with the manual or facsimile signature of the Mayor and the official seal of the Issuer shall be imprinted thereon, attested and countersigned with the manual or facsimile signature of the Clerk and approved as to form and correctness by the City Attorney. In case any one or more of the officers who shall have signed or sealed any of the Bonds, or whose facsimile signature shall appear thereon shall cease to be such officer of the Issuer before the Bonds so signed and sealed have been actually sold and delivered, such Bonds may nevertheless be sold and delivered as herein provided and may be issued as if the person who signed or sealed such Bonds had not ceased to hold such office. Any Bond may be signed and sealed on behalf of the Issuer by such person who at the actual time of the execution of such Bond shall hold the proper office of the Issuer, although, at the date of such Bond, such person may not have held such office or may not have been so authorized. The Issuer may adopt and use for such purposes the facsimile signatures of any such persons who shall have held such offices at any time after the date of the adoption of this Resolution, notwithstanding that either or both shall have ceased to hold such office at the time the Bonds shall be actually sold and delivered.

**SECTION 2.05            Authentication.**

No Bond of any Series (except for the Series 2016 Note and any other Bond designated to be excepted by Supplemental Resolution) shall be secured hereunder or be entitled to the benefit hereof or shall be valid or obligatory for any purpose unless there shall be manually endorsed on such Bond a certificate of authentication by the Registrar or such other entity as may be approved by the Issuer for such purpose. Such certificate on any Bond (except for the Series 2016 Note and any other Bond designated to be excepted by Supplemental Resolution) shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Resolution. The form of such certificate shall be substantially in the form provided in Section 2.10 hereof.

**SECTION 2.06            Temporary Bonds.**

Until the definitive Bonds of any Series are prepared, the Issuer may execute, in the same manner as is provided in Section 2.04 hereof, and deliver, upon authentication by the Registrar pursuant to Section 2.05 hereof, if applicable, in lieu of definitive Bonds, but subject to the same provisions, limitations and conditions as the definitive Bonds, except as to the denominations thereof, one or more temporary Bonds substantially of the tenor of the definitive Bonds in lieu of which such temporary Bond or Bonds are issued, in denominations authorized by the Issuer by Supplemental Resolution, and with such omissions, insertions and variations as may be appropriate to temporary Bonds. The Issuer, at its own expense, shall prepare and execute definitive Bonds, which, if applicable, shall be authenticated by the Registrar. Upon the surrender of such temporary Bonds for exchange, the Registrar, without charge to the Holder thereof, shall deliver in exchange therefore definitive Bonds, of the same aggregate principal amount and Series and maturity as the temporary Bonds surrendered. Until so exchanged, the

temporary Bonds shall in all respects be entitled to the same benefits and security as definitive Bonds issued pursuant to this Resolution. All temporary Bonds surrendered in exchange for another temporary Bond or Bonds or for a definitive Bond or Bonds shall be forthwith canceled by the Registrar.

**SECTION 2.07            Bonds Mutilated, Destroyed, Stolen or Lost.**

In case any Bond shall become mutilated, or be destroyed, stolen or lost, the Issuer may, in its discretion, issue and deliver, and the Registrar shall, if applicable, authenticate, a new Bond of like tenor as the Bond so mutilated, destroyed, stolen or lost (e.g., Serial Bonds will be exchanged for Serial Bonds and Capital Appreciation Bonds will be exchanged for Capital Appreciation Bonds), in exchange and substitution for such mutilated Bond upon surrender and cancellation of such mutilated Bond or in lieu of and substitution for the Bond destroyed, stolen or lost, and upon the Holder furnishing the Issuer and the Registrar proof of such Holder's ownership thereof and satisfactory indemnity and complying with such other reasonable regulations and conditions as the Issuer or the Registrar may prescribe and paying such expenses as the Issuer and the Registrar may incur. All Bonds so surrendered or otherwise substituted shall be canceled by the Registrar. If any of the Bonds shall have matured or be about to mature, instead of issuing a substitute Bond, the Issuer may pay the same or cause the Bond to be paid, upon being indemnified as aforesaid, and if such Bonds be lost, stolen or destroyed, without surrender thereof.

Any such duplicate Bonds issued pursuant to this Section 2.07 shall constitute original, additional contractual obligations on the part of the Issuer whether or not the lost, stolen or destroyed Bond be at any time found by anyone, and such duplicate Bond shall be entitled to equal and proportionate benefits and rights as to lien on the Pledged Funds to the same extent as all other Bonds issued hereunder.

**SECTION 2.08            Transfer.**

Bonds, upon surrender thereof at the office of the Registrar with a written instrument of transfer satisfactory to the Registrar, duly executed by the Holder thereof or such Holder's attorney duly authorized in writing, may, at the option of the Holder thereof, be exchanged for an equal aggregate principal amount of registered Bonds of the same Series, maturity of any other authorized denominations and type (e.g., Serial Bonds will be exchanged for Serial Bonds and Capital Appreciation Bonds will be exchanged for Capital Appreciation Bonds).

The Bonds issued under this Resolution shall be and have all the qualities and incidents of negotiable instruments under the law merchant and the Uniform Commercial Code of the State, subject to the provisions for registration and transfer contained in this Resolution and in the Bonds. So long as any of the Bonds shall remain Outstanding, the Issuer shall maintain and keep, at the office of the Registrar, books for the registration and transfer of the Bonds.

Each Bond shall be transferable only upon the books of the Issuer, at the office of the Registrar, under such reasonable regulations as the Issuer may prescribe, by the Holder thereof

in person or by such Holder's attorney duly authorized in writing upon surrender thereof together with a written instrument of transfer satisfactory to the Registrar duly executed and guaranteed by the Holder or such Holder's duly authorized attorney. Upon the transfer of any such Bond, the Issuer shall issue, and, if applicable, cause to be authenticated, in the name of the transferee a new Bond or Bonds of the same aggregate principal amount and Series and maturity as the surrendered Bond. The Issuer, the Registrar and any Paying Agent or fiduciary of the Issuer may deem and treat the Person in whose name any Outstanding Bond shall be registered upon the books of the Issuer as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal or Redemption Price, if applicable, and interest on such Bond and for all other purposes, and all such payments so made to any such Holder or upon such Holder's order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid and neither the Issuer nor the Registrar nor any Paying Agent or other fiduciary of the Issuer shall be affected by any notice to the contrary.

The Registrar, in any case where it is not also the Paying Agent in respect to any Series of Bonds, forthwith (A) following the fifteenth day prior to an Interest Date for such Series; (B) following the fifteenth day next preceding the date of first mailing of notice of redemption of any Bonds of such Series; and (C) at any other time as reasonably requested by the Paying Agent of such Series, shall certify and furnish to such Paying Agent the names, addresses and holdings of Bondholders and any other relevant information reflected in the registration books. Any Paying Agent of any fully registered Bond shall effect payment of interest on such Bonds by mailing a check or draft to the Holder entitled thereto or may, in lieu thereof, upon the request and at the expense of such Holder, transmit such payment by bank wire transfer for the account of such Holder.

In all cases in which the privilege of exchanging Bonds or transferring Bonds is exercised, the Issuer shall execute and the Registrar, if applicable, shall authenticate and deliver such Bonds in accordance with the provisions of this Resolution. Execution of Bonds pursuant to Section 2.04 hereof for purposes of exchanging, replacing or transferring Bonds may occur at the time of the original delivery of the Series of which such Bonds are a part. All Bonds surrendered in any such exchanges or transfers shall be held by the Registrar in safekeeping until directed by the Issuer to be canceled by the Registrar. For every such exchange or transfer of Bonds, the Issuer or the Registrar may make a charge sufficient to reimburse it for any tax, fee, expense or other governmental charge required to be paid with respect to such exchange or transfer. The Issuer and the Registrar shall not be obligated to make any such exchange or transfer of Bonds of any Series during the fifteen days next preceding an Interest Date on the Bonds of such Series (other than Variable Rate Bonds), or, in the case of any proposed redemption of Bonds of such Series, then during the fifteen days next preceding the date of the first mailing of notice of such redemption and continuing until such redemption date.

**SECTION 2.09      Coupon Bonds; Capital Appreciation Bonds; Variable Rate Bonds.**

The Issuer, at its discretion, may by Supplemental Resolution authorize the issuance of coupon Bonds, registrable as to principal only or as to both principal and interest, Capital Appreciation Bonds or Variable Rate Bonds. Such Supplemental Resolution shall provide for the negotiability, transfer, interchangeability, denominations and form of such Bonds and, if applicable, coupons appertaining thereto. Coupon Bonds (other than Taxable Bonds) shall only be issued if an opinion of Bond Counsel is received to the effect that issuance of such coupon Bonds will not adversely affect the exclusion from gross income of interest earned on such Bonds for federal income tax purposes.

**SECTION 2.10      Form of Bonds.**

The text of the Bonds (other than the Series 2016 Note which text will be approved by Supplemental Resolution), except as otherwise provided pursuant to Section 2.09 hereof (the form of which shall be provided by Supplemental Resolution of the Issuer) shall be in substantially the following form with such non-material omissions, insertions and variations as may be necessary and/or desirable and approved by the Mayor prior to the issuance thereof (which necessity and/or desirability and approval shall be presumed by the Issuer's delivery of the Bonds to the purchaser or purchasers thereof):

[Remainder of page intentionally left blank]

No. R- \_\_\_\_\_

\$ \_\_\_\_\_

UNITED STATES OF AMERICA  
STATE OF FLORIDA  
CITY OF MADEIRA BEACH  
INFRASTRUCTURE SALES SURTAX REVENUE [BOND/NOTE], SERIES \_\_\_\_\_

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
%	_____ 1, ____	_____ / ____	_____

Registered Holder: \_\_\_\_\_

Principal Amount: \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that the City of Madeira Beach, Florida, a municipality created and existing under and by virtue of the laws of the State of Florida (the "Issuer"), for value received, hereby promises to pay, solely from the Pledged Funds hereinafter described, to the Registered Holder identified above, or registered assigns as hereinafter provided, on the Maturity Date identified above, the Principal Amount identified above and interest on such Principal Amount from the Date of Original Issue identified above or from the most recent interest payment date to which interest has been paid at the Interest Rate per annum identified above on June 1 and December 1 of each year commencing \_\_\_\_\_ 1, \_\_\_\_, until such Principal Amount shall have been paid, except as the provisions hereinafter set forth with respect to redemption prior to maturity may be or become applicable hereto. Interest on this Bond shall be computed on the basis of a 360-day year consisting of twelve 30-day months.

Such Principal Amount and interest and the redemption premium, if any, on this Bond are payable in any coin or currency of the United States of America which, on the respective dates of payment thereof, shall be legal tender for the payment of public and private debts. Such Principal Amount and the redemption premium, if any, on this Bond, are payable, upon presentation and surrender hereof, at the designated corporate trust office of \_\_\_\_\_, \_\_\_\_\_, as Paying Agent. Payment of each installment of interest shall be made to the person in whose name this Bond shall be registered on the registration books of the Issuer maintained by \_\_\_\_\_, \_\_\_\_\_, as Registrar, at the close of business on the date which shall be the fifteenth day (whether or not a business day) of the calendar month next preceding each interest payment date and shall be paid by a check or draft of such Paying Agent mailed to such Registered Holder at the address appearing on such registration books or, at the option of such Paying Agent, and at the request and expense of such Registered Holder, by bank wire transfer for the account of such Holder. In the event interest payable on this Bond is not punctually paid or duly provided for by the

Issuer on such interest payment date, payment of each installment of such defaulted interest shall be made to the person in whose name this Bond shall be registered at the close of business on a special record date for the payment of such defaulted interest as established by notice to such Registered Holder, not less than ten days preceding such special record date.

This Bond is one of an authorized issue of Bonds in the aggregate principal amount of \$\_\_\_\_\_ (the "Bonds") of like date, tenor and effect, except as to maturity date, interest rate, denomination and number, issued to finance and/or reimburse the cost of construction, designing, permitting, reconstruction, acquisition and equipping of certain additions, extensions and improvements to public facilities within the Issuer, under the authority of and in full compliance with the Constitution and laws of the State of Florida, Chapter 166, Florida Statutes, Chapter 212, Florida Statutes, Chapter 218, Part IV, Florida Statutes, the municipal charter of the Issuer, Ordinance No. 07-06 duly enacted by the Board of County Commissioners of Pinellas County, Florida on January 9, 2007, and a successful referendum conducted thereunder on March 13, 2007 where the one-cent local infrastructure sales surtax was extended through January 31, 2020, and other applicable provisions of law (collectively, the "Act"), and Resolution No. 2016-10 duly adopted by the Board of Commissioners of the Issuer on February 9, 2016, as amended and supplemented from time to time, and as particularly supplemented by Resolution No. 2016-11 duly adopted by the Board of Commissioners of the Issuer on February 9, 2016 (collectively, the "Resolution"), and is subject to the terms and conditions of the Resolution. Capitalized undefined terms used herein shall have the meaning ascribed thereto in the Resolution.

The Bonds and the interest thereon are payable solely from and secured by a lien upon and a pledge of Pledged Revenues, and until applied in accordance with the provisions of the Resolution, all moneys, including investments thereof, in certain of the funds and accounts established by the Resolution, all in the manner and to the extent described in the Resolution (collectively, the "Pledged Funds").

IT IS EXPRESSLY AGREED BY THE REGISTERED HOLDER OF THIS BOND THAT THE FULL FAITH AND CREDIT OF THE ISSUER, THE STATE OF FLORIDA, OR ANY POLITICAL SUBDIVISION THEREOF, ARE NOT PLEDGED TO THE PAYMENT OF THE PRINCIPAL, REDEMPTION PREMIUM, IF ANY, AND INTEREST ON THIS BOND AND THAT SUCH HOLDER SHALL NEVER HAVE THE RIGHT TO REQUIRE OR COMPEL THE EXERCISE OF ANY TAXING POWER OF THE ISSUER, THE STATE OF FLORIDA, OR ANY POLITICAL SUBDIVISION THEREOF, TO THE PAYMENT OF SUCH PRINCIPAL, REDEMPTION PREMIUM, IF ANY, OR INTEREST. THIS BOND AND THE OBLIGATION EVIDENCED HEREBY SHALL NOT CONSTITUTE A LIEN UPON ANY PROPERTY OF THE ISSUER OTHER THAN THE PLEDGED FUNDS, AND SHALL CONSTITUTE A LIEN ONLY ON, AND SHALL BE PAYABLE SOLELY FROM, THE PLEDGED FUNDS IN THE MANNER AND TO THE EXTENT DESCRIBED IN THE RESOLUTION.

Neither the members of the Board of Commissioners of the Issuer nor any person executing this Bond shall be liable personally hereon or be subject to any personal liability or accountability by reason of the issuance hereof.

REFERENCE IS HEREBY MADE TO THE FURTHER PROVISIONS OF THIS BOND SET FORTH ON THE REVERSE SIDE HEREOF AND SUCH FURTHER PROVISIONS SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS IF SET FORTH IN THIS PLACE.

[This Bond shall not be valid or become obligatory for any purpose until the Certificate of Authentication hereon shall have been signed by the Registrar.]

IN WITNESS WHEREOF, the City of Madeira Beach, Florida has issued this Bond and has caused the same to be executed by the manual signature of the Mayor, attested and countersigned by the manual signature of its City Clerk, approved as to form and correctness by the manual signature of the City Attorney, and its official seal or a facsimile thereof to be affixed or reproduced hereon, all as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**CITY OF MADEIRA BEACH, FLORIDA**

[SEAL]

By \_\_\_\_\_  
Mayor

ATTESTED AND COUNTERSIGNED:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM  
AND CORRECTNESS:

\_\_\_\_\_  
City Attorney

[CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds of the issue described in the within-mentioned Resolution.

DATE OF AUTHENTICATION:

\_\_\_\_\_

\_\_\_\_\_  
Registrar

By: \_\_\_\_\_  
Authorized Officer]

[Provisions on Reverse Side of Bond]

This Bond is transferable in accordance with the terms of the Resolution only upon the books of the Issuer kept for that purpose at the designated corporate trust office of the Registrar by the Registered Holder hereof in person or by such Holder's attorney duly authorized in writing, upon the surrender of this Bond together with a written instrument of transfer satisfactory to the Registrar duly executed by the Registered Holder or such Holder's attorney duly authorized in writing, and thereupon a new Bond or Bonds in the same aggregate principal amount shall be issued to the transferee in exchange therefore, and upon the payment of the charges, if any, therein prescribed. The Bonds are issuable in the form of fully registered Bonds in the denominations of \$5,000 and integral multiples thereof, not exceeding the aggregate principal amount of the Bonds maturing on the same date. The Issuer, the Registrar and any Paying Agent may treat the Registered Holder of this Bond as the absolute owner hereof for all purposes, whether or not this Bond shall be overdue, and shall not be affected by any notice to the contrary. The Issuer and the Registrar shall not be obligated to make any exchange or transfer of the Bonds during the fifteen days next preceding an interest payment date, or in the case of any proposed redemption of the Bonds, then, during the fifteen days next preceding the date of the first mailing of notice of such redemption.

[INSERT REDEMPTION PROVISIONS]

Notice of redemption, unless waived, is to be given by the Registrar by mailing an official redemption notice by registered or certified mail at least 30 days and not more than 60 days prior to the date fixed for redemption to the Registered Holders of the Bonds to be redeemed at such Holders' addresses shown on the registration books maintained by the Registrar or at such other addresses as shall be furnished in writing by such Registered Holders

to the Registrar. Provided, however, that no defect in any such notice to any Registered Holder of Bonds to be redeemed nor failure to give such notice to any such Registered Holder nor failure of any such Registered Holder to receive such notice shall in any manner defeat the effectiveness of a call for redemption as to all other Registered Holders of Bonds to be redeemed. Notice of redemption having been given as aforesaid, the Bonds or portions of Bonds to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the Issuer shall default in the payment of the redemption price), such Bonds or portions of Bonds shall cease to bear interest. It is hereby certified and recited that all acts, conditions and things required to exist, to happen and to be performed precedent to and in the issuance of this Bond, exist, have happened and have been performed, in regular and due form and time as required by the laws and Constitution of the State of Florida applicable thereto, and that the issuance of the Bonds does not violate any constitutional or statutory limitations or provisions.

### ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

\_\_\_\_\_  
[Insert Name, Address, Social Security or Other Identifying Number of Assignee]

the within Bond and does hereby irrevocably constitute and appoint \_\_\_\_\_ as attorneys to register the transfer of the said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature Guaranteed:

\_\_\_\_\_  
NOTICE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

NOTICE: The signature to this assignment must correspond with the name of the Registered Holder as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever and the Social Security or other identifying number of such assignee must be supplied.

The following abbreviations, when used in the inscription on the face of the within Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM -- as tenants in common

TEN ENT -- as tenants by the entireties

JT TEN-- as joint tenants with right of survivorship and not as tenants in common

UNIF TRANS MIN ACT -- \_\_\_\_\_  
(Cust.)

Custodian for \_\_\_\_\_

under Uniform Transfer to Minors Act of \_\_\_\_\_  
(State)

Additional abbreviations may also be used though not in the list above.

STATEMENT OF INSURANCE

[IF APPLICABLE, INSERT INSURER LANGUAGE]

**ARTICLE III  
REDEMPTION OF BONDS**

**SECTION 3.01      Privilege of Redemption.**

The terms of this Article III shall apply to redemption of Bonds other than Variable Rate Bonds. The terms and provisions relating to redemption of Variable Rate Bonds shall be provided by Supplemental Resolution.

**SECTION 3.02      Selection of Bonds to be Redeemed.**

Unless otherwise provided by Supplemental Resolution, the Bonds shall be redeemed only in the principal amount of \$5,000 each and integral multiples thereof. The Issuer shall, at least sixty days prior to the redemption date (unless a shorter time period shall be satisfactory to the Registrar) notify the Registrar of such redemption date and of the principal amount of Bonds to be redeemed. For purposes of any redemption of less than all of the Outstanding Bonds of a single maturity, the particular Bonds or portions of Bonds to be redeemed shall be selected not more than forty-five days prior to the redemption date by the Registrar from the Outstanding Bonds of the maturity or maturities designated by the Issuer by such method as the Registrar shall deem fair and appropriate and which may provide for the selection for redemption of Bonds or portions of Bonds in principal amounts of \$5,000 and integral multiples thereof.

If less than all of the Outstanding Bonds of a single maturity are to be redeemed, the Registrar shall promptly notify the Issuer and Paying Agent (if the Registrar is not the Paying Agent for such Bonds) in writing of the Bonds or portions of Bonds selected for redemption and, in the case of any Bond selected for partial redemption, the principal amount thereof to be redeemed.

**SECTION 3.03      Notice of Redemption.**

Unless waived by any Holder of Bonds to be redeemed, notice of any redemption made pursuant to this section shall be given by the Registrar on behalf of the Issuer by mailing a copy of an official redemption notice by registered or certified mail at least thirty days and not more than sixty days prior to the date fixed for redemption to each Holder of Bonds to be redeemed at the address of such Holder shown on the registration books maintained by the Registrar or at such other address as shall be furnished in writing by such Holder to the Registrar; provided, however, that no defect in any notice given pursuant to this Section to any Holder of Bonds to be redeemed nor failure to give such notice shall in any manner defeat the effectiveness of a call for redemption as to all other Holders of Bonds to be redeemed.

Every official notice of redemption shall be dated and shall state:

1.      the redemption date,

2. the Redemption Price,
3. if less than all Outstanding Bonds are to be redeemed, the number (and, in the case of a partial redemption of any Bond, the principal amount) of each Bond to be redeemed,
4. that, on the redemption date, the Redemption Price will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date, and
5. that such Bonds to be redeemed, whether as a whole or in part, are to be surrendered for payment of the Redemption Price at the designated office of the Registrar.

Prior to any redemption date, the Issuer shall deposit with the Registrar an amount of money sufficient to pay the Redemption Price of all the Bonds or portions of Bonds which are to be redeemed on that date.

Official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds to be redeemed shall, on the redemption date, become due and payable at the Redemption Price therein specified, and from and after such date (unless the Issuer shall default in the payment of the Redemption Price) such Bonds or portions of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with said notice, such Bonds shall be paid by the Registrar at the Redemption Price. Installments of interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Bond, there shall be prepared for the Holder a new Bond or Bonds of the same maturity in the amount of the unpaid principal of such partially redeemed Bond. All Bonds which have been redeemed shall be canceled and destroyed by the Registrar and shall not be reissued.

Notwithstanding the foregoing or any other provision hereof, notice of optional redemption pursuant to this Section 3.03 may be conditioned upon the occurrence or non-occurrence of such event or events as shall be specified in such notice of optional redemption and may also be subject to rescission by the Issuer if expressly set forth in such notice.

#### **SECTION 3.04      Redemption of Portions of Bonds.**

Any Bond which is to be redeemed only in part shall be surrendered at any place of payment specified in the notice of redemption (with due endorsement by, or written instrument of transfer in form satisfactory to, the Registrar duly executed by, the Holder thereof or such Holder's attorney duly authorized in writing) and the Issuer shall execute and, if applicable, the Registrar shall authenticate and deliver to the Holder of such Bond, without service charge, a new Bond or Bonds, of the same interest rate and maturity, and of any authorized denomination as requested by such Holder, in an aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Bonds so surrendered.

**SECTION 3.05            Payment of Redeemed Bonds.**

Notice of redemption having been given substantially as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the Redemption Price therein specified, and from and after such date (unless the Issuer shall default in the payment of the Redemption Price) such Bonds or portions of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with said notice, such Bonds shall be paid by the Registrar and/or Paying Agent at the appropriate Redemption Price, plus accrued interest. All Bonds which have been redeemed shall be canceled by the Registrar and shall not be reissued.

**ARTICLE IV  
SECURITY, SPECIAL FUNDS AND APPLICATION THEREOF**

**SECTION 4.01            Bonds not to be Indebtedness of Issuer.**

THE BONDS SHALL NOT BE OR CONSTITUTE GENERAL OBLIGATIONS OR INDEBTEDNESS OF THE ISSUER AS "BONDS" WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION, BUT SHALL BE SPECIAL OBLIGATIONS OF THE ISSUER, PAYABLE SOLELY FROM AND SECURED BY A LIEN UPON AND PLEDGE OF THE PLEDGED FUNDS. NO HOLDER OF ANY BOND SHALL EVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF ANY AD VALOREM TAXING POWER TO PAY SUCH BOND, OR BE ENTITLED TO PAYMENT OF SUCH BOND FROM ANY MONEYS OF THE ISSUER EXCEPT FROM THE PLEDGED FUNDS IN THE MANNER PROVIDED HEREIN.

The Pledged Funds shall immediately be subject to the lien of this pledge without any physical delivery thereof or further act, and the lien of this pledge shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the Issuer.

**SECTION 4.02            Security for Bonds.**

The payment of the principal of, Redemption Price, if applicable, and interest on the Bonds shall be secured forthwith equally and ratably by a pledge of and lien upon the Pledged Funds. The Issuer does hereby irrevocably pledge the Pledged Funds to the payment of the principal of or Redemption Price, if applicable, and interest on the Bonds in accordance with the provisions hereof.

**SECTION 4.03            Construction Fund.**

The Issuer covenants and agrees to establish a separate fund in a bank or trust company in the State, which is eligible under the laws of such State to receive funds of the Issuer, to be known as the "City of Madeira Beach, Florida Infrastructure Sales Surtax Revenue Bonds Construction Fund" (the "Construction Fund") which shall be used only for payment of the Cost of a Project. Moneys in the Construction Fund which derive from a particular Series of

Bonds, until applied in payment of any item of the Cost of a Project, in the manner hereinafter provided, shall be held in trust by the Issuer and shall be subject to a lien and charge in favor of the Holders of such Series of Bonds and for the further security of such Holders.

**SECTION 4.04            Funds and Accounts.**

The Issuer covenants and agrees to establish with a bank or trust company in the State of Florida, which is eligible under the laws of such State to receive funds of the Issuer, separate funds to be known as the "City of Madeira Beach, Florida Infrastructure Sales Surtax Revenue Bonds Revenue Fund" (the "Revenue Fund") and the "City of Madeira Beach, Florida Infrastructure Sales Surtax Revenue Bonds Debt Service Fund" (the "Debt Service Fund"). The Issuer shall maintain in the Revenue Fund two accounts: the "Restricted Revenue Account" and the "Unrestricted Revenue Account." The Issuer shall maintain in the Debt Service Fund four accounts: the "Interest Account," the "Principal Account," the "Bond Amortization Account," and the "Reserve Account." Moneys in the aforementioned funds and accounts, other than the Unrestricted Revenue Account, until applied in accordance with the provisions hereof, shall be subject to a lien and charge in favor of the Holders and for the further security of the Holders.

The Issuer shall at any time and from time to time appoint one or more qualified depositories to hold, for the benefit of the Bondholders, any one or more of the funds and accounts established hereby. Such depository or depositories shall perform at the direction of the Issuer the duties of the Issuer in depositing, transferring and disbursing moneys to and from each of such funds and accounts as herein set forth, and all records of such depository in performing such duties shall be open at all reasonable times to inspection by the Issuer and its agents and employees.

**SECTION 4.05            Flow of Funds.**

(A) Beginning on the date the Series 2016 Note are issued, the Issuer shall deposit the Pledged Revenues, and any direct subsidy payments received by the Issuer from the United States Treasury relating to Direct Subsidy Bonds or any other interest subsidy or similar payments made by the Federal government, into the Restricted Revenue Account promptly upon receipt thereof. The moneys in the Restricted Revenue Account shall be deposited or credited on or before the 21st day of each month, commencing with the month in which delivery of the Series 2016 Note shall be made to the purchaser or purchasers thereof, in the following manner and in the following order of priority:

1.        Interest Account. The Issuer shall deposit into or credit to the Interest Account the sum which, together with the balance in said Account, shall equal the interest on all Outstanding Bonds accrued and unpaid and to accrue to the end of the then current calendar month. Moneys in the Interest Account shall be used to pay interest on the Bonds as and when the same become due, whether by redemption or otherwise, and for no other purpose. The Issuer shall adjust the amount of the deposit into the Interest Account not later than the month immediately preceding any Interest

Date so as to provide sufficient moneys in the Interest Account to pay the interest on the Bonds coming due on such Interest Date. Any direct subsidy payments received by the Issuer from the United States Treasury relating to Direct Subsidy Bonds or any other interest subsidy or similar payments made by the Federal government shall be used to pay interest on Bonds issued as Direct Subsidy Bonds.

2. Principal Account. Next, the Issuer shall deposit into or credit to the Principal Account the sum which, together with the balance in said Account, shall equal the principal amounts on all Outstanding Bonds due and unpaid and that portion of the principal next due within one year which would have accrued on said Bonds during the then current calendar month if such principal amounts were deemed to accrue monthly (assuming that a year consists of twelve equivalent calendar months of thirty days each) in equal amounts from the next preceding principal payment due date, or, if there is no such preceding principal payment due date, from a date one year preceding the due date of such principal amount. Moneys in the Principal Account shall be used to pay the principal of the Bonds as and when the same shall mature, and for no other purpose. The Issuer shall adjust the amount of deposit to the Principal Account not later than the month immediately preceding any principal payment date so as to provide sufficient moneys in the Principal Account to pay the principal on Bonds becoming due on such principal payment date.

3. Bond Amortization Account. Commencing in the month which is one year prior to any Amortization Installment due date, the Issuer shall deposit into or credit to the Bond Amortization Account the sum which, together with the balance in said Account, shall equal the Amortization Installments on all Bonds Outstanding due and unpaid and that portion of the Amortization Installments of all Bonds Outstanding next due which would have accrued on such Bonds during the then current calendar month if such Amortization Installments were deemed to accrue monthly (assuming that a year consists of twelve equivalent calendar months having thirty days each) in equal amounts from the next preceding Amortization Installment due date, or, if there is no such preceding Amortization Installment due date, from a date one year preceding the due date of such Amortization Installment. Moneys in the Bond Amortization Account shall be used to purchase or redeem Term Bonds in the manner herein provided, and for no other purpose. The Issuer shall adjust the amount of the deposit into the Bond Amortization Account not later than the 21<sup>st</sup> month immediately preceding any date for payment of an Amortization Installment so as to provide sufficient moneys in the Bond Amortization Account to pay the Amortization Installments on the Bonds coming due on such date. Payments to the Bond Amortization Account shall be on a parity with payments to the Principal Account.

Amounts accumulated in the Bond Amortization Account with respect to any Amortization Installment (together with amounts accumulated in the Interest Account with respect to interest, if any, on the Term Bonds for which such Amortization Installment was established) may be applied by the Issuer, on or prior to the sixtieth day

preceding the due date of such Amortization Installment (a) to the purchase of Term Bonds of the Series and maturity for which such Amortization Installment was established, at a price not greater than the Redemption Price at which such Term Bonds may be redeemed on the first date thereafter on which such Term Bonds shall be subject to redemption, or (b) to the redemption at the applicable Redemption Price of such Term Bonds, if then redeemable by their terms. The applicable Redemption Price (or principal amount of maturing Term Bonds) of any Term Bonds so purchased or redeemed shall be deemed to constitute part of the Bond Amortization Account until such Amortization Installment date, for the purposes of calculating the amount of such Account. As soon as practicable after the sixtieth day preceding the due date of any such Amortization Installment, the Issuer shall proceed to call for redemption on such due date, by causing notice to be given as provided in Section 3.03 hereof, Term Bonds of the Series and maturity for which such Amortization Installment was established (except in the case of Term Bonds maturing on an Amortization Installment date) in such amount as shall be necessary to complete the retirement of the unsatisfied balance of such Amortization Installment. The Issuer shall pay out of the Bond Amortization Account and the Interest Account to the appropriate Paying Agents, on or before the day preceding such redemption date (or maturity date), the amount required for the redemption (or for the payment of such Term Bonds then maturing), and such amount shall be applied by such Paying Agents to such redemption (or payment). All expenses in connection with the purchase or redemption of Term Bonds shall be paid by the Issuer from the Revenue Fund.

4. Reserve Account. Next, the Issuer shall deposit into or credit to the Reserve Account and/or any subaccount hereafter created therein a sum sufficient to maintain therein an amount equal to the applicable Reserve Account Requirement. Moneys in the Reserve Account (or any subaccount therein) shall be used only for the purpose of the payment of maturing principal, interest or Amortization Installments on the Bonds which are secured thereby when the other moneys in the Debt Service Fund are insufficient therefore, and for no other purpose. However, whenever the moneys on deposit in the Reserve Account (or any subaccount therein) exceed the applicable Reserve Account Requirement, such excess shall be withdrawn and deposited into the Interest Account.

Upon the issuance of any Additional Bonds under the terms, limitations and conditions as herein provided, the Issuer may, on the date of delivery of such Additional Bonds, create and establish a separate subaccount in the Reserve Account to secure such Series of Bonds, and may also establish an applicable Reserve Account Requirement. Such required sum may be paid in full or in part from the proceeds of such Additional Bonds.

Notwithstanding the foregoing provisions, in lieu of the required cash deposits into the Reserve Account (or any subaccounts therein) , subject to the written consent of the Insurer or Insurers, the Issuer may, at any time, cause to be deposited into the

Reserve Account (or any subaccounts therein) a surety bond, irrevocable letter of credit, guaranty or an insurance policy for the benefit of the applicable Bondholders in an amount equal to the difference between the applicable Reserve Account Requirement and the sums then on deposit in the Reserve Account and/or subaccount therein. Such surety bond, irrevocable letter of credit, guaranty or insurance policy shall be payable to the Paying Agent (upon the giving of notice as required thereunder) on any Interest Date on which a deficiency exists which cannot be cured by funds in any other fund or account held pursuant to this Resolution and available for such purpose. Repayment of draws made from a surety bond, irrevocable letter of credit, guaranty or an insurance policy provided pursuant to this paragraph, shall be made in accordance with a Supplemental Resolution.

Whenever the amount in the Reserve Account or any subaccount therein, together with the other amounts in the Debt Service Fund, are sufficient to fully pay all applicable Outstanding Bonds in accordance with their terms (including principal or applicable Redemption Price and interest thereon), the funds on deposit in the Reserve Account (or any subaccounts therein) may be transferred to the other accounts of the Debt Service Fund for the payment of such Bonds.

5. Unrestricted Revenue Account. The balance of any moneys after the deposits required by Sections 4.05(A)(1) through 4.05(A)(4) hereof have been made in full may be transferred, at the discretion of the Issuer, to the Unrestricted Revenue Account or to any other appropriate fund or account of the Issuer and be used for any lawful purpose.

(B) The Issuer, in its discretion, may use moneys in the Principal Account and the Interest Account to purchase or redeem Bonds coming due on the next principal payment date, provided such purchase or redemption does not adversely affect the Issuer's ability to pay the principal or interest coming due on such principal payment date on the Bonds not so purchased or redeemed.

(C) At least one business day prior to the date established for payment of any principal or Redemption Price, if applicable, or interest on the Bonds, the Issuer shall withdraw from the appropriate account of the Debt Service Fund sufficient moneys to pay such principal or Redemption Price, if applicable, or interest and deposit such moneys with the Paying Agent for the Bonds to be paid.

#### **SECTION 4.06      Investments.**

The Construction Fund, the Restricted Revenue Account and the Debt Service Fund shall be continuously secured in the manner by which the deposit of public funds is authorized to be secured by the laws of the State and the investment policy of the Issuer. Moneys on deposit in the Construction Fund, the Restricted Revenue Account and the Debt Service Fund may be invested and reinvested in Permitted Investments maturing no later than the date on

which the moneys therein will be needed. Any and all income received by the Issuer from the investment of moneys in each account of the Construction Fund, the Interest Account, the Principal Account, the Bond Amortization Account, the Reserve Account or any subaccounts therein (but only to the extent that the amount therein is less than the applicable Reserve Account Requirement) and the Restricted Revenue Account shall be retained in such respective Fund or Account unless otherwise required by applicable law. To the extent that the amount in the Reserve Account or any subaccounts therein is equal to or greater than the applicable Reserve Account Requirement, any and all income received by the Issuer from the investment of moneys therein shall be transferred, upon receipt, and deposited into the Interest Account.

Nothing contained in this Resolution shall prevent any Permitted Investments acquired as investments of or security for funds held under this Resolution from being issued or held in book-entry form on the books of the Department of the Treasury of the United States.

**SECTION 4.07            Separate Accounts.**

The moneys required to be accounted for in each of the foregoing funds and accounts established herein may be deposited in a single bank account, and funds allocated to the various funds and accounts established herein may be invested in a common investment pool, provided that adequate accounting records are maintained to reflect and control the restricted allocation of the moneys on deposit therein and such investments for the various purposes of such funds and accounts as herein provided.

The designation and establishment of the various funds and accounts in and by this Resolution shall not be construed to require the establishment of any completely independent, self-balancing funds as such term is commonly defined and used in governmental accounting, but rather is intended solely to constitute an earmarking of certain revenues for certain purposes and to establish certain priorities for application of such revenues as herein provided.

**ARTICLE V  
SUBORDINATED INDEBTEDNESS,  
ADDITIONAL BONDS, AND COVENANTS OF ISSUER**

**SECTION 5.01            Subordinated Indebtedness.**

The Issuer will not issue any other obligations, except under the conditions and in the manner provided herein, payable from the Pledged Funds or voluntarily create or cause to be created any debt, lien, pledge, assignment, encumbrance or other charge having priority to or being on a parity with the lien thereon in favor of the Bonds and the interest thereon. The Issuer may at any time or from time to time issue evidences of indebtedness payable in whole or in part out of the Pledged Funds and which may be secured by a pledge of the Pledged Funds; provided, however, that such pledge shall be, and shall be expressed to be, subordinated in all respects to the pledge of the Pledged Funds created by this Resolution. The Issuer shall have the right to covenant with the holders from time to time of any Subordinated Indebtedness to add to the conditions, limitations and restrictions under which any Additional Bonds may be

issued pursuant to Section 5.02 hereof. The Issuer agrees to pay promptly any Subordinated Indebtedness as the same shall become due.

**SECTION 5.02      Issuance of Additional Bonds.**

No Additional Bonds, payable on a parity with the Bonds then Outstanding pursuant to this Resolution, shall be issued except upon the conditions and in the manner herein provided. The Issuer may issue one or more Series of Additional Bonds for any one or more of the following purposes: financing or refinancing the Cost of an Additional Project, or the completion thereof or of the Initial Project of the Issuer, or refinancing Subordinate Indebtedness.

No such Additional Bonds shall be issued unless the following conditions are complied with:

(A) There shall have been obtained and filed with the Issuer a statement of the Finance Director (1) setting forth the amount of the Pledged Revenues which have been received by the Issuer during the most recent Fiscal Year for which audited financial statements are available; and (2) stating that the amount of the Pledged Revenues received during the aforementioned twelve month period equaled at least 1.25 times the Maximum Annual Debt Service of all Bonds then Outstanding including such proposed Additional Bonds with respect to which such statement is made (together with Policy Costs). "Policy Costs" means any repayment or payment obligations due and owing in connection with on any surety bond on deposit in the Reserve Account. In the event the Act is amended to provide for additional Pledged Revenues to be distributed to the Issuer, the Issuer may then for the purpose of determining whether there are sufficient Pledged Revenues to meet the coverage tests specified in this Section 5.02(A), have the Finance Director assume that such additional Pledged Revenues were in effect during the applicable Fiscal Year.

(B) For the purposes of the covenants contained in this Section 5.02, Annual Debt Service with respect to Variable Rate Bonds shall be determined assuming that such obligations bear interest at the higher of 6.00% per annum or the actual interest rate borne during the month immediately preceding the date of calculation. The foregoing notwithstanding, for purposes of calculating Annual Debt Service, any Variable Rate Bonds with respect to which the Issuer has entered into an interest rate swap or interest rate cap for a notional amount equal to the principal amount of such variable rate indebtedness shall be treated for purposes of this Section 5.02 as bearing interest at a fixed rate equal to the fixed rate payable by the Issuer under the interest rate swap, or the capped rate provided by the interest rate cap.

(C) For the purposes of the covenants contained in this Section 5.02, if there has been a reduction in the amount of any direct subsidy payment originally expected to be received by the Issuer from the United States Treasury relating to Direct Subsidy Bonds pursuant to the Sequestration Transparency Act of 2012 (P.L. 112-155), or any like law or administrative rule, that reduction should be taken into account is estimating Maximum Annual Debt Service.

(D) Additional Bonds shall be deemed to have been issued pursuant to this Resolution the same as the Outstanding Bonds, and all of the other covenants and other provisions of this Resolution (except as to details of such Additional Bonds inconsistent therewith) shall be for the equal benefit, protection and security of the Holders of all Bonds issued pursuant to this Resolution. All Bonds, regardless of the time or times of their issuance, shall rank equally with respect to their lien on the Pledged Funds and their sources and security for payment therefrom without preference of any Bond over any other.

(E) In the event any Additional Bonds are issued for the purpose of refunding any Bonds then Outstanding, the conditions of this Section 5.02 shall not apply, provided that the issuance of such Additional Bonds shall not result in an increase in the aggregate amount of Annual Debt Service on the Outstanding Bonds becoming due in the current Bond Year or in any subsequent Bond Years. The conditions of Section 5.02(A) hereof shall apply to Additional Bonds issued to refund Subordinated Indebtedness and to Additional Bonds issued for refunding purposes which cannot meet the conditions of this paragraph.

(F) The Issuer shall receive the prior written consent of the Insurer or Insurers prior to the issuance of any Variable Rate Bonds secured by the Pledged Funds; provided, however, that such written consent may be in the form of a covenant made for the benefit of the Insurer or Insurers in a Supplemental Resolution.

(G) The final maturity date of any Additional Bonds shall not be later than the Maximum Permitted Maturity.

**SECTION 5.03      Bond Anticipation Notes.**

Subject to Sections 5.01 or 5.02 hereof, the Issuer may issue notes in anticipation of the issuance of Bonds which shall have such terms and details and be secured in such manner, not inconsistent with this Resolution, as shall be provided by Resolution of the Issuer.

**SECTION 5.04      Books and Records.**

The Issuer will keep books and records of the receipt of the Pledged Revenues in accordance with generally accepted accounting principles, and any Holder or Holders of Bonds shall have the right at all reasonable times to inspect the records, accounts and data of the Issuer relating thereto.

**SECTION 5.05      Annual Audit.**

The Issuer shall, within a reasonable amount of time after the close of each Fiscal Year, cause the financial statements of the Issuer to be properly audited by a recognized independent certified public accountant or recognized independent firm of certified public accountants, and shall require such accountants to complete their report on the annual financial statements in accordance with applicable law. Such annual financial statements shall contain, but not be limited to, a balance sheet, a statement of revenues, expenditures and changes in fund balance,

and any other statements as required by law or accounting convention. The annual financial statements shall be prepared in conformity with generally accepted accounting principles. A copy of the audited financial statements for each Fiscal Year shall be furnished to any Holder of a Bond who shall have furnished such Holder's address to the Clerk and requested in writing that the same be furnished to such Holder. The Issuer shall be permitted to make a reasonable charge for furnishing such audited financial statements.

**SECTION 5.06      No Impairment.**

As long as there are Bonds Outstanding hereunder, the pledging of the Pledged Funds in the manner provided herein shall not be subject to repeal, modification or impairment by any subsequent ordinance, resolution or other proceedings of the Board of Commissioners of the Issuer.

**SECTION 5.07      Collection of Pledged Revenues.**

The Issuer covenants to do all things necessary on its part to continue the receipt of the Pledged Revenues in compliance with the Act and any successor provision of law governing the same. The Issuer will proceed diligently to perform legally and effectively all steps required on its part to receive the Pledged Revenues and shall exercise all legally available remedies to enforce such collections now or hereafter available under State law.

**SECTION 5.08      Federal Income Tax Covenants; Taxable Bonds.**

(A) The Issuer covenants with the Holders of each Series of Bonds (other than Taxable Bonds) that it shall not use the proceeds of such Series of Bonds in any manner which would cause the interest on such Series of Bonds to be or become includable in the gross income of the Holder thereof for federal income tax purposes.

(B) The Issuer covenants with the Holders of each Series of Bonds (other than Taxable Bonds) that neither the Issuer nor any Person under its control or direction will make any use of the proceeds of such Series of Bonds (or amounts deemed to be proceeds under the Code) in any manner which would cause such Series of Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code and neither the Issuer nor any other Person shall do any act or fail to do any act which would cause the interest on such Series of Bonds to become includable in the gross income of the Holder thereof for federal income tax purposes.

(C) The Issuer hereby covenants with the Holders of each Series of Bonds (other than Taxable Bonds) that it will comply with all provisions of the Code necessary to maintain the exclusion of interest on the Bonds from the gross income of the Holder thereof for federal income tax purposes, including, in particular, the payment of any amount required to be rebated to the U.S. Treasury pursuant to the Code.

(D) The Issuer may, if it so elects, issue one or more Series of Taxable Bonds the interest on which is (or may be) includable in the gross income of the Holder thereof for federal

income tax purposes, so long as each Bond of such Series states in the body thereof that interest payable thereon is (or may be) subject to federal income taxation and provided that the issuance thereof will not cause the interest on any other Bonds theretofore issued hereunder to be or become includable in the gross income of the Holder thereof for federal income tax purposes. The covenants set forth in paragraphs (A), (B) and (C) above shall not apply to any Taxable Bonds.

## ARTICLE VI DEFAULTS AND REMEDIES

### SECTION 6.01      Events of Default.

The following events shall each constitute an "Event of Default:"

(A) The Issuer shall fail to make a payment of the principal of, Amortization Installment, redemption premium or interest on any Bond when such payment becomes due.

(B) There shall occur the dissolution or liquidation of the Issuer, or the filing by the Issuer of a voluntary petition in bankruptcy, or the commission by the Issuer of any act of bankruptcy, or adjudication of the Issuer as a bankrupt, or assignment by the Issuer for the benefit of its creditors, or appointment of a receiver for the Issuer, or the entry by the Issuer into an agreement of composition with its creditors, or the approval by a court of competent jurisdiction of a petition applicable to the Issuer in any proceeding for its reorganization instituted under the provisions of the Federal Bankruptcy Act, as amended, or under any similar act in any jurisdiction which may now be in effect or hereafter enacted.

(C) The Issuer shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Bonds or in this Resolution on the part of the Issuer to be performed, and such default shall continue for a period of thirty days after written notice of such default shall have been received from the Holders of not less than twenty-five percent (25%) of the aggregate principal amount of Bonds Outstanding or the Insurer of such amount of Bonds. Notwithstanding the foregoing, the Issuer shall not be deemed in default hereunder if such default can be cured within a reasonable period of time and if the Issuer in good faith institutes curative action and diligently pursues such action until the default has been corrected.

**SECTION 6.02      Remedies.** Any Holder of Bonds issued under the provisions of this Resolution or any trustee or receiver acting for such Bondholders may either at law or in equity, by suit, action, mandamus or other proceedings in any court of competent jurisdiction, protect and enforce any and all rights under the laws of the State, or granted and contained in this Resolution, and may enforce and compel the performance of all duties required by this Resolution or by any applicable statutes to be performed by the Issuer or by any officer thereof.

The Holder or Holders of Bonds in an aggregate principal amount of not less than twenty-five percent (25%) of the Bonds then Outstanding may by a duly executed certificate in

writing appoint a trustee for Holders of Bonds issued pursuant to this Resolution with authority to represent such Bondholders in any legal proceedings for the enforcement and protection of the rights of such Bondholders and such certificate shall be executed by such Bondholders or their duly authorized attorneys or representatives, and shall be filed in the office of the Clerk. Notice of such appointment, together with evidence of the requisite signatures of the Holders of not less than twenty-five percent (25%) in aggregate principal amount of Bonds Outstanding and the trust instrument under which the trustee shall have agreed to serve shall be filed with the Issuer and the trustee and notice of appointment shall be given to all Holders of Bonds in the same manner as notices of redemption are given hereunder. After the appointment of the first trustee hereunder, no further trustees may be appointed; however, the Holders of a majority in aggregate principal amount of all the Bonds then Outstanding may remove the trustee initially appointed and appoint a successor and subsequent successors at any time.

Notwithstanding anything herein or in a Supplemental Resolution hereafter adopted, acceleration of any Bonds is not a remedy in the Event of a Default.

**SECTION 6.03**      **Directions to Trustee as to Remedial Proceedings.** The Holders of a majority in principal amount of the Bonds then Outstanding (or any Insurer insuring any then Outstanding Bonds who is not in default in the performance of any of its obligations under its Insurance Policy) have the right, by an instrument or concurrent instruments in writing executed and delivered to the trustee, to direct the method and place of conducting all remedial proceedings to be taken by the trustee hereunder on behalf of such Holders, provided that such direction shall not be otherwise than in accordance with law or the provisions hereof, and that the trustee shall have the right to decline to follow any such direction which in the opinion of the trustee would be unjustly prejudicial to Holders of Bonds not parties to such direction.

**SECTION 6.04**      **Remedies Cumulative.**

No remedy herein conferred upon or reserved to the Bondholders is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

**SECTION 6.05**      **Waiver of Default.** No delay or omission of any Bondholder to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default, or an acquiescence therein; and every power and remedy given by Section 6.02 of this Resolution to the Bondholders may be exercised from time to time, and as often as may be deemed expedient.

**SECTION 6.06**      **Application of Moneys After Default.** If an Event of Default shall happen and shall not have been remedied, the Issuer or a trustee or receiver appointed for the purpose shall apply all Pledged Funds as follows and in the following order:

(A) To the payment of the reasonable and proper charges, expenses and liabilities of the trustee or receiver, Registrar and Paying Agent hereunder; and

(B) To the payment of the interest and principal or Redemption Price, if applicable, then due on the Bonds, as follows:

FIRST: to the payment to the Persons entitled thereto of all installments of interest then due, in the order of the maturity of such installments, and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the Persons entitled thereto, without any discrimination or preference;

SECOND: to the payment to the Persons entitled thereto of the unpaid principal of any of the Bonds which shall have become due at maturity or as Amortization Installments upon mandatory redemption prior to maturity (other than Bonds called for redemption for the payment of which moneys are held pursuant to the provisions of Section 8.01 of this Resolution), in the order of their due dates, with interest upon such Bonds from the respective dates upon which they became due, and, if the amount available shall not be sufficient to pay in full Bonds due on any particular date, together with such interest, then to the payment first of such interest, ratably according to the amount of such interest due on such date, and then to the payment of such principal, ratably according to the amount of such principal due on such date, to the Persons entitled thereto without any discrimination or preference; and

THIRD: to the payment of the Redemption Price of any Bonds called for optional redemption pursuant to the provisions of this Resolution.

## ARTICLE VII SUPPLEMENTAL RESOLUTIONS

### SECTION 7.01 Supplemental Resolutions without Bondholders' Consent.

The Issuer, from time to time and at any time, may adopt such Supplemental Resolutions without the consent of the Bondholders (which Supplemental Resolutions shall thereafter form a part hereof) for any of the following purposes:

(A) To cure any ambiguity or formal defect or omission or to correct any inconsistent provisions in this Resolution or to clarify any matters or questions arising hereunder.

(B) To grant to or confer upon the Bondholders any additional rights, remedies, powers, authority or security that may lawfully be granted to or conferred upon the Bondholders.

(C) To add to the conditions, limitations and restrictions on the issuance of Bonds under the provisions of this Resolution other conditions, limitations and restrictions thereafter to be observed.

(D) To add to the covenants and agreements of the Issuer in this Resolution other covenants and agreements thereafter to be observed by the Issuer or to surrender any right or power herein reserved to or conferred upon the Issuer.

(E) To specify and determine the matters and things referred to in Sections 2.01, 2.02 or 2.09 hereof, and also any other matters and things relative to such Bonds which are not contrary to or inconsistent with this Resolution as theretofore in effect, or to amend, modify or rescind any such authorization, specification or determination at any time prior to the first delivery of such Bonds.

(F) To change or modify the description of the Initial Project or any Additional Project.

(G) To specify and determine matters necessary or desirable for the issuance of Variable Rate Bonds.

(H) To make any other change that, in the reasonable opinion of the Issuer, would not materially adversely affect the security for the Bonds.

**SECTION 7.02 Supplemental Resolutions with Bondholders' Consent.** Subject to the terms and provisions contained in this Section 7.02 and Sections 7.01 and 7.03 hereof, the Holder or Holders of not less than a majority in aggregate principal amount of the Bonds then Outstanding shall have the right, from time to time, anything contained in this Resolution to the contrary notwithstanding, to consent to and approve the adoption of such Supplemental Resolutions hereto as shall be deemed necessary or desirable by the Issuer for the purpose of supplementing, modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Resolution; provided, however, that if such modification or amendment will, by its terms, not take effect so long as any Bonds of any specified Series or maturity remain Outstanding, the consent of the Holders of such Bonds shall not be required and such Bonds shall not be deemed to be Outstanding for the purpose of any calculation of Outstanding Bonds under this Section 7.02. Any Supplemental Resolution which is adopted in accordance with the provisions of this Section 7.02 shall also require the written consent of the Insurer of any Bonds which are Outstanding at the time such Supplemental Resolution shall take effect. No Supplemental Resolution may be approved or adopted which shall permit or require (A) an extension of the maturity of the principal of or the payment of the interest on any Bond issued hereunder, (B) reduction in the principal amount of any Bond or the Redemption Price or the rate of interest thereon, (C) the creation of a lien upon or a pledge of other than the lien and pledge created by this Resolution which adversely affects any Bondholders, (D) a preference or priority of any Bond or Bonds over any other Bond or Bonds, or (E) a reduction in the aggregate principal amount of the Bonds required for consent to such Supplemental Resolution. Nothing herein contained, however, shall be construed as making necessary the approval by Bondholders of the adoption of any Supplemental Resolution as authorized in Section 7.01 hereof.

If, at any time the Issuer shall determine that it is necessary or desirable to adopt any Supplemental Resolution pursuant to this Section 7.02, the Clerk shall cause the Registrar to give notice of the proposed adoption of such Supplemental Resolution and the form of consent to such adoption to be mailed, postage prepaid, to all Bondholders at their addresses as they appear on the registration books. Such notice shall briefly set forth the nature of the proposed Supplemental Resolution and shall state that copies thereof are on file at the offices of the Clerk and the Registrar for inspection by all Bondholders. The Issuer shall not, however, be subject to any liability to any Bondholder by reason of its failure to cause the notice required by this Section 7.02 to be mailed and any such failure shall not affect the validity of such Supplemental Resolution when consented to and approved as provided in this Section 7.02.

Whenever the Issuer shall deliver to the Clerk an instrument or instruments in writing purporting to be executed by the Holders of not less than a majority in aggregate principal amount of the Bonds then Outstanding, which instrument or instruments shall refer to the proposed Supplemental Resolution described in such notice and shall specifically consent to and approve the adoption thereof in substantially the form of the copy thereof referred to in such notice, thereupon, but not otherwise, the Issuer may adopt such Supplemental Resolution in substantially such form, without liability or responsibility to any Holder of any Bond, whether or not such Holder shall have consented thereto.

If the Holders of not less than a majority in aggregate principal amount of the Bonds Outstanding at the time of the adoption of such Supplemental Resolution shall have consented to and approved the adoption thereof as herein provided, no Holder of any Bond shall have any right to object to the adoption of such Supplemental Resolution, or to object to any of the terms and provisions contained therein or the operation thereof, or in any manner to question the propriety of the adoption thereof, or to enjoin or restrain the Issuer from adopting the same or from taking any action pursuant to the provisions thereof.

Upon the adoption of any Supplemental Resolution pursuant to the provisions of this Section 7.02, this Resolution shall be deemed to be modified and amended in accordance therewith, and the respective rights, duties and obligations under this Resolution of the Issuer and all Holders of Bonds then Outstanding shall thereafter be determined, exercised and enforced in all respects under the provisions of this Resolution as so modified and amended.

**SECTION 7.03      Supplemental Resolutions with Insurer's Consent in lieu of Bondholders' Consent.** Notwithstanding any provisions of Section 7.02 above to the contrary, if the Insurer of a particular Series of Bonds is not then in default in the performance of any of its obligations under its Insurance Policy, the approvals, consents and notifications required by Section 7.02 above to be given by or to the Holders of the Bonds, as the case may be, subject to such Insurance Policy shall be given solely by or to the Insurer, as the case may be, and the instrument contemplated by Section 7.02 above shall be executed solely by the Insurer and the Holders of the Bonds subject to such Insurance Policy shall have no right to receive such notification or give such approvals and consents or to execute such certificate except that the adoption of Supplemental Resolutions that would have any of the effects described in (A)

through (E) in Section 7.02 above shall require the approval and consent of all Holders of Bonds then Outstanding and the Insurer.

## ARTICLE VIII MISCELLANEOUS

**SECTION 8.01**      **Defeasance.** If the Issuer shall pay or cause to be paid, or there shall otherwise be paid to the Holders of all Bonds, the principal or Redemption Price, if applicable, and interest due or to become due thereon, at the times and in the manner stipulated therein and in this Resolution, then the pledge of the Pledged Funds, and all covenants, agreements and other obligations of the Issuer to the Bondholders, shall thereupon cease, terminate and become void and be discharged and satisfied. In such event, the Paying Agents shall pay over or deliver to the Issuer all money or securities held by them pursuant to this Resolution which are not required for the payment or redemption of Bonds not theretofore surrendered for such payment or redemption.

Any Bonds or interest installments appertaining thereto, whether at or prior to the maturity or redemption date of such Bonds, shall be deemed to have been paid within the meaning of this Section 8.01 if (A) in case any such Bonds are to be redeemed prior to the maturity thereof, there shall have been taken all action necessary to call such Bonds for redemption and notice of such redemption shall have been duly given or provision shall have been made for the giving of such notice, and (B) there shall have been deposited in irrevocable trust with a banking institution or trust company by or on behalf of the Issuer either moneys in an amount which shall be sufficient, or Federal Securities the principal of and the interest on which when due will provide moneys which, together with the moneys, if any, deposited with such bank or trust company at the same time shall be sufficient, to pay the principal of or Redemption Price, if applicable, and interest due and to become due on said Bonds on and prior to the redemption date or maturity date thereof, as the case may be. Except as hereafter provided, neither the Federal Securities nor any moneys so deposited with such bank or trust company nor any moneys received by such bank or trust company on account of principal of or Redemption Price, if applicable, or interest on said Federal Securities shall be withdrawn or used for any purpose other than, and all such moneys shall be held in trust for and be applied to, the payment, when due, of the principal of or Redemption Price, if applicable, of the Bonds for the payment or redemption of which they were deposited and the interest accruing thereon to the date of maturity or redemption; provided, however, the Issuer may substitute new Federal Securities and moneys for the deposited Federal Securities and moneys if the new Federal Securities and moneys are sufficient to pay the principal of or Redemption Price, if applicable, and interest on the refunded Bonds.

For purposes of determining whether Variable Rate Bonds shall be deemed to have been paid prior to the maturity or redemption date thereof, as the case may be, by the deposit of moneys, or specified Federal Securities and moneys, if any, in accordance with this Section 8.01, the interest to come due on such Variable Rate Bonds on or prior to the maturity or redemption date thereof, as the case may be, shall be calculated at the Maximum Interest Rate; provided,

however, that if on any date, as a result of such Variable Rate Bonds having borne interest at less than the Maximum Interest Rate for any period, the total amount of moneys and specified Federal Securities on deposit for the payment of interest on such Variable Rate Bonds is in excess of the total amount which would have been required to be deposited on such date in respect of such Variable Rate Bonds in order to satisfy this Section 9.01, such excess shall be paid to the Issuer free and clear of any trust, lien, pledge or assignment securing the Bonds or otherwise existing under this Resolution.

In the event the Bonds for which moneys are to be deposited for the payment thereof in accordance with this Section 8.01 are not by their terms subject to redemption within the next succeeding sixty (60) days, the Issuer shall cause the Registrar to mail a notice to the Holders of such Bonds that the deposit required by this Section 8.01 of moneys or Federal Securities has been made and said Bonds are deemed to be paid in accordance with the provisions of this Section 8.01 and stating such maturity or redemption date upon which moneys are to be available for the payment of the principal of or Redemption Price, if applicable, and interest on said Bonds.

Nothing herein shall be deemed to require the Issuer to call any of the Outstanding Bonds for redemption prior to maturity pursuant to any applicable optional redemption provisions, or to impair the discretion of the Issuer in determining whether to exercise any such option for early redemption.

**SECTION 8.02      Sale of Bonds.** The Bonds shall be issued and sold at public or private sale at one time or in installments from time to time and at such price or prices as shall be consistent with the provisions of the Act, the requirements of this Resolution and other applicable provisions of law and as shall be approved by Supplemental Resolution of the Issuer.

**SECTION 8.03      Capital Appreciation Bonds.** For the purposes of (i) receiving payment of the redemption price of a Capital Appreciation Bond if redeemed prior to maturity, (ii) receiving payment if the principal of all Bonds is declared immediately due and payable, (iii) computing Annual Debt Service, and (iv) computing the amount of Holders required for any notice, consent, request or demand hereunder for any purpose whatsoever, the principal amount of a Capital Appreciation Bond shall be deemed to be its Compounded Amount.

**SECTION 8.04      Intent to Reimburse.**

The Board of Commissioners of the Issuer expresses its intention to be reimbursed from proceeds of a future tax-exempt financing for capital expenditures to be paid by the City in connection with the subsequent issuance of the Series 2016 Note for the purpose of financing the Cost of the Initial Project. Pending reimbursement, the Issuer expects to use funds on deposit in the Issuer's General Fund or other appropriate fund or account to pay such costs including but not limited to capital expenditures and other costs associated with the issuance of the Series 2016 Note.

**SECTION 8.05            Bank Qualification.**

The Board of Commissioners of the Issuer designates the Series 2016 Note as a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Code. The Issuer and any issuer of "tax-exempt" debt that issues "on behalf of" the Issuer do not reasonably expect during the calendar year 2016 to issue more than \$10,000,000 of "tax-exempt" obligations including the Series 2016 Note, exclusive of any private activity bonds as defined in Section 141(a) of the Code.

**SECTION 8.06            General Authority.** The members of the Board of Commissioners of the Issuer and the Issuer's officers, attorneys and other agents and employees are hereby authorized to perform all acts and things required of them by this Resolution or desirable or consistent with the requirements hereof for the full, punctual and complete performance of all of the terms, covenants and agreements contained in the Bonds and this Resolution, and they are hereby authorized to execute and deliver all documents which shall be required by Bond Counsel or the initial purchasers of the Bonds to effectuate the sale of the Bonds to said initial purchasers.

**SECTION 8.07            No Third Party Beneficiaries.** Except such other Persons as may be expressly described herein or in the Bonds, nothing in this Resolution or in the Bonds, expressed or implied, is intended or shall be construed to confer upon any Person, other than the Issuer and the Holders, any right, remedy or claim, legal or equitable, under and by reason of this Resolution or any provision hereof, or of the Bonds, all provisions hereof and thereof being intended to be and being for the sole and exclusive benefit of the Issuer and the Persons who shall from time to time be the Holders.

**SECTION 8.08            No Personal Liability.** Neither the members of the Board of Commissioners of the Issuer, any employees of the Issuer, nor any person executing the Bonds shall be personally liable therefore or be subject to any personal liability or accountability by reason of the issuance thereof.

**SECTION 8.09            Severability of Invalid Provisions.** If any one or more of the covenants, agreements or provisions of this Resolution shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements and provisions of this Resolution and shall in no way affect the validity of any of the other covenants, agreements or provisions hereof or of the Bonds issued hereunder.

**SECTION 8.10            Repeal of Inconsistent Resolutions.** All resolutions or parts thereof in conflict herewith are hereby superseded and repealed to the extent of such conflict.

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**SECTION 8.11**      **Effective Date.** This Resolution shall take effect immediately upon its passage.

**INTRODUCED AND PASSED** by the Board of Commissioners of the City of Madeira Beach, Pinellas County, Florida, on this 9th day of February, 2016.

AYES:

NAYS:

ABSENT:

ABSTAIN:

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Travis Palladeno, Mayor

ATTEST:

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Aimee Servedio, City Clerk

RESOLUTION NO. 2016-11

A RESOLUTION OF THE CITY OF MADEIRA BEACH, FLORIDA SUPPLEMENTING A RESOLUTION ADOPTED ON EVEN DATE HEREOF TO FIX CERTAIN DETAILS IN CONNECTION WITH THE ISSUANCE OF ITS NOT TO EXCEED \$725,000 INFRASTRUCTURE SALES SURTAX REVENUE NOTE, SERIES 2016; PROVIDING FOR OTHER COVENANTS WITH RESPECT TO THE NOTEHOLDER; PROVIDING CERTAIN OTHER MATTERS IN CONNECTION THEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED by the Board of Commissioners of the City of Madeira Beach, Florida, that:

Section 1. Authority for this Resolution. This Resolution is a "Supplemental Resolution" adopted pursuant to resolution adopted by the Board of Commissioners of the Issuer on even date herewith relating to the hereinafter defined Note (the "Master Resolution") and the Act as such term is defined in the Master Resolution.

Section 2. Definitions. Unless otherwise defined in the Master Resolution, the following words and phrases shall have the following meanings when used herein:

*"Authorization Denominations"* means a minimum denomination of \$100,000 and \$1,000 integrals in excess thereof.

*"Business Day"* means any day except any Saturday or Sunday or day on which the Principal Office of the Original Purchaser is closed.

*"Code"* means the Internal Revenue Code of 1986, as amended from time to time, and the applicable rules and regulations promulgated thereunder.

*"Maturity Date"* means December 1, 2019, unless earlier redeemed.

*"Note"* means the Note authorized in the Master Resolution and hereby.

*"Original Purchaser"* means Whitney Bank d/b/a Hancock Bank, the original Holder of the Note.

*"Person"* means natural persons, firms, trusts, estates, associations, corporations, partnerships and public bodies.

*"Principal Office"* means, with respect to the Original Purchaser, the office located Hancock Bank, 113 Designer Circle, Dothan, Alabama 36303, Attn: Steven E. Cole, or such other office as the Original Purchaser may designate to the Issuer in writing.

Section 3. Findings.

(A) The Sales Tax Revenues are not pledged or encumbered in any manner. It is estimated that the Sales Tax Revenues will be sufficient to provide for the payment of the principal of and interest on the Note and all other payment obligations under the Master Resolution and this Resolution.

(B) The Issuer has received an offer from the Original Purchaser to purchase the Note.

(C) In consideration of the purchase and acceptance of the Note authorized to be issued hereunder by those who shall be the Holder thereof from time to time, this Resolution shall constitute a contract between the Issuer and the Holder.

Section 4. Authorization of the Note. Subject and pursuant to the provisions of this Resolution, an obligation of the Issuer to be known as City of Madeira Beach, Florida Infrastructure Sales Surtax Revenue Note, Series 2016 (the "Note") is hereby authorized to be issued under and secured by the Master Resolution and this Resolution, in the principal amount of not to exceed \$725,000, for the purpose of financing and/or reimbursing all or a portion of the Costs of the Initial Project and paying certain costs of issuance incurred with respect to the Note. Because of the characteristics of the Note, prevailing market conditions, and additional savings to be realized from an expeditious sale of the Note, it is in the best interest of the Issuer to accept the offer of the Original Purchaser to purchase the Note at a private negotiated sale. Prior to the issuance of the Note, the Issuer shall receive from the Original Purchaser a Purchaser's Certificate, the substantially final form of which is attached hereto as Exhibit B and the Disclosure Letter containing the information required by Section 218.385, Florida Statutes, the substantially final form of which is attached hereto as Exhibit C.

Section 5. Description of the Note. The Note shall be issued as a Term Bond in a denominational unit of \$1,000 with a final maturity of the Maturity Date, to be dated the date of the execution and delivery, which shall be a date agreed upon by the Issuer and the Original Purchaser, and shall have such other terms and provisions, including a fixed interest rate (subject to adjustment as described in the Note) not exceeding the maximum interest rate permitted by the Act, Amortization Installments and interest payment terms, and a redemption provision as stated in the form of the Note attached hereto as Exhibit A, provided, however, the Note shall not be issued unless the initial fixed interest rate is not in excess of 1.59%. Interest on the Note shall be calculated on the basis of a 360 day year consisting of twelve 30 day months. The Note is to be in substantially the form set forth on Exhibit A attached hereto, together with such non-material changes as shall be approved by the Mayor, such approval to

be conclusively evidenced by the execution thereof by the Mayor. The Note shall be executed on behalf of the Issuer with the manual signature of the Mayor and the official seal of the Issuer shall be imprinted thereon, attested and countersigned with the manual signature of the Clerk and approved as to form and correctness by the City Attorney. In case any one or more of the officers who shall have signed or sealed the Note or whose facsimile signature shall appear thereon shall cease to be such officer of the Issuer before the Note so signed and sealed has been actually sold and delivered, the Note may nevertheless be sold and delivered as herein provided and may be issued as if the person who signed or sealed the Note had not ceased to hold such office. Any Note may be signed and sealed on behalf of the Issuer by such person who at the actual time of the execution of such Note shall hold the proper office of the Issuer, although, at the date of such Note, such person may not have held such office or may not have been so authorized. The Issuer may adopt and use for such purposes the facsimile signatures of any such persons who shall have held such offices at any time after the date of the adoption of this Resolution, notwithstanding that either or both shall have ceased to hold such office at the time the Note shall be actually sold and delivered.

Section 6. Registration and Exchange of Note; Persons Treated as Holder. The Note is initially registered to the Original Purchaser. So long as the Note shall remain unpaid, the Registrar will keep books for the registration and transfer of the Note. The Note shall be transferable only upon such registration books and only in Authorized Denominations.

The Person in whose name a Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of principal and interest on the Note shall be made only to or upon the written order of the Holder. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

Section 7. Payment of Principal and Interest; Limited Obligation. The Issuer promises that it will promptly pay the principal of and interest on the Note at the place, on the dates and in the manner provided therein according to the true intent and meaning hereof and thereof. The Note shall not be or constitute a general obligation or indebtedness of the Issuer as a "bond" within the meaning of Article VII, Section 12 of the Constitution of Florida, but shall be payable in the manner and to the extent provided in the Master Resolution and hereby. No holder of any Note issued hereunder shall ever have the right to compel the exercise of any ad valorem taxing power to pay such Note, or be entitled to payment of such Note from any funds of the Issuer except from the Pledged Funds as described in the Master Resolution and herein.

Section 8. Other Covenants.

(A) The Issuer shall, within a reasonable amount of time after the close of each Fiscal Year, cause the financial statements of the Issuer to be properly audited by a recognized independent certified public accountant or recognized independent firm of certified public accountants, and shall require such accountants to complete their report on the annual financial

statements in accordance with applicable law. The annual financial statements shall be prepared in conformity with generally accepted accounting principles. A copy of the audited financial statements for each Fiscal Year shall be furnished to the Holder or Holders of the Note within 210 days of the close of the applicable Fiscal Year. Further, if requested by the Holder of the Note, the Issuer shall provide a copy of its adopted budget and any other financial information reasonably requested. Such financial statements, budget and other financial information shall be provided at no cost to the Holder.

(B) The Issuer shall immediately notify the Holder of the Note of the occurrence of an Event of Default that it becomes aware of.

(C) The Issuer shall not grant acceleration as a remedy in the event of a default on any indebtedness secured by the Sales Tax Revenues.

(D) The Issuer shall not grant any other Holder of Bonds any approval or consent rights as a condition precedent to the exercise by the Holder of the Note of its remedies in the Event of a Default under the Resolution, and the Holder may exercise its rights and remedies subject to Article VI of the Master Resolution.

(E) The Issuer shall reimburse the Holder (or its agent, receiver or trustee) for all reasonable legal and collection costs to enforce remedies or to collect debt service payments or other amounts due the Holder.

(F) The Issuer will not adopt any Supplemental Resolution affecting or modifying the provisions of the Master Resolution or this Resolution relating to the Note without prior written consent of the Holder of the Note.

Section 9. No Reserve Funding. The Note shall not be secured by the Reserve Account or any subaccount created thereunder.

Section 10. Tax Covenant. The Issuer covenants to the Holder of the Note provided for in this Resolution that the Issuer will not make any use of the proceeds of the Note at any time during the term of the Note which, if such use had been reasonably expected on the date the Note was issued, would have caused such Note to be an "arbitrage bond" within the meaning of the Code. The Issuer will comply with the requirements of the Code and any valid and applicable rules and regulations promulgated thereunder necessary to ensure the exclusion of interest on the Note from the gross income of the Holder thereof for purposes of federal income taxation.

Section 11. Captions. The captions and headings in this Resolution are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Resolution.

Section 12. Repeal of Inconsistent Instruments. All resolutions or parts thereof, in conflict herewith are hereby repealed to the extent of such conflict.

Section 13. No Third Party Beneficiaries. Except as may be expressly described herein, nothing in this Resolution or in the Note, expressed or implied, is intended or shall be construed to confer upon any person, other than the Issuer and the Holder, any right, remedy or claim, legal or equitable, under and by reason of this Resolution, or any provision thereof, or of the Note, all provisions thereof being intended to be and being for the sole and exclusive benefit of the Issuer and the persons who shall from time to time be the Holder.

Section 14. Effective Date. This Resolution shall take effect immediately upon its passage.

**INTRODUCED AND PASSED** by the Board of Commissioners of the City of Madeira Beach, Pinellas County, Florida, on this 9th day of February, 2016.

AYES:

NAYS:

ABSENT:

ABSTAIN:

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Travis Palladeno, Mayor

ATTEST:

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Aimee Servedio, City Clerk

**EXHIBIT A**

**FORM OF NOTE**

Dated: February 18, 2016  
Maturity Date: December 1, 2019

\$725,000

CITY OF MADEIRA BEACH, FLORIDA  
INFRASTRUCTURE SALES SURTAX REVENUE NOTE, SERIES 2016

KNOW ALL MEN BY THESE PRESENTS that the City of Madeira Beach, Florida (the "Issuer"), a municipal corporation created and existing pursuant to the Constitution and the laws of the State of Florida, for value received, promises to pay from the sources hereinafter provided, to the order of WHITNEY BANK D/B/A HANCOCK BANK, or registered assigns (hereinafter, the "Owner"), the principal sum of \$725,000 in the manner described below, together with interest on the principal balance outstanding at the rate of per annum of 1.59% (subject to adjustment as herein provided) calculated on the basis of a 360 day year consisting of twelve 30 day months; provided, however, that the interest rate on this Note, as it may be adjusted, shall in no event exceed the maximum interest rate permitted by the Act.

Principal of and interest on this Note is payable in lawful money of the United States of America at such place as the Owners may designate to the Issuer in writing.

Interest shall be payable semi-annually to the Owner on each June 1 and December 1, commencing on June 1, 2016.

Principal on this Note shall amortize on the following dates:

<u>Year</u>	<u>Amortization Installment</u>
06/01/2016	\$53,000
12/01/2016	94,000
06/01/2017	94,000
12/01/2017	95,000
06/01/2018	96,000
12/01/2018	97,000
06/01/2019	98,000
12/01/2019	98,000

As described above, the final installment of the entire unpaid principal balance, together with all accrued and unpaid interest hereon, is due and payable on the Maturity Date.

This Note is being issued for the purpose of financing and/or reimbursing all or a portion of the Costs of the Initial Project and paying certain costs of issuance incurred with

respect to this Note, under the authority of and in full compliance with the Constitution and laws of the State of Florida, Chapter 166, Florida Statutes, Chapter 212, Florida Statutes, Chapter 218, Part IV, Florida Statutes, the municipal charter of the Issuer, Ordinance No. 07-06 duly enacted by the Board of County Commissioners of Pinellas County, Florida on January 9, 2007, and a successful referendum conducted thereunder on March 13, 2007 where the one-cent local infrastructure sales surtax was extended through January 31, 2020, and other applicable provisions of law (collectively, the "Act"), and Resolution No. 2016-10 duly adopted by the Board of Commissioners of the Issuer on February 9, 2016, as supplemented by Resolution No. 2016-11 duly adopted by the Board of Commissioners of the Issuer on February 9, 2016 (collectively, the "Resolution"), and is subject to the terms and conditions of the Resolution.

This Note and the interest thereon are payable solely from and secured by a lien upon and a pledge of Pledged Revenues, and until applied in accordance with the provisions of the Resolution, all moneys, including investments thereof, in certain of the funds and accounts established by the Resolution, all in the manner and to the extent described in the Resolution (collectively, the "Pledged Funds").

IT IS EXPRESSLY AGREED BY THE OWNER OF THIS NOTE THAT THE FULL FAITH AND CREDIT OF THE ISSUER, THE STATE OF FLORIDA, OR ANY POLITICAL SUBDIVISION THEREOF, ARE NOT PLEDGED TO THE PAYMENT OF THE PRINCIPAL, PREMIUM, IF ANY, AND INTEREST ON THIS NOTE AND THAT SUCH OWNER SHALL NEVER HAVE THE RIGHT TO REQUIRE OR COMPEL THE EXERCISE OF ANY TAXING POWER OF THE ISSUER, THE STATE OF FLORIDA, OR ANY POLITICAL SUBDIVISION THEREOF, TO THE PAYMENT OF SUCH PRINCIPAL, PREMIUM, IF ANY, OR INTEREST. THIS NOTE AND THE OBLIGATION EVIDENCED HEREBY SHALL NOT CONSTITUTE A LIEN UPON ANY PROPERTY OF THE ISSUER, BUT SHALL CONSTITUTE A LIEN ONLY ON, AND SHALL BE PAYABLE SOLELY FROM, THE SOURCES DESCRIBED ABOVE.

This Note may be prepaid in whole on any date with 10 days advance written notice to the Owner without prepayment penalty. This Note may be prepaid in part on any principal payment date with 10 days advance written notice to the Owner without prepayment penalty, provided that the City pays all accrued interest which shall have accrued to the date of prepayment and provided further that the principal amount of this Note that remains Outstanding following any prepayment shall be in multiples of one thousands (\$1,000). Principal payments shall be applied to the latest principal installments, in inverse order of maturity.

All payments by the Issuer pursuant to this Note shall apply first to accrued interest, then to other charges due the Owner, and the balance thereof shall apply to the principal sum due.

In the event of a Determination of Taxability, the interest rate shall be subject to a full gross-up modification that will provide the Owner with the equivalent after-tax yield, as

determined by the Owner and its counsel (the "Taxable Rate"), effective retroactively to the date on which such Determination of Taxability was made. In addition, upon a Determination of Taxability, the Issuer agrees to pay to the Owner subject to such Determination of Taxability the Additional Amount upon demand. "Additional Amount" means (i) the difference between (a) interest on this Note for the period commencing on the date on which the interest on this Note ceased to be excludable from gross income for federal income tax purposes and ending on the earlier of the date this Note ceased to be Outstanding or such adjustment is no longer applicable to this Note (the "Taxable Period") at a rate per annum equal to the Taxable Rate, and (b) the aggregate amount of interest paid on this Note for the Taxable Period under the provisions of this Note without considering the Determination of Taxability, plus (ii) any penalties and interest paid or payable by such Owner to the Internal Revenue Service by reason of such Determination of Taxability. As used herein, "Determination of Taxability" means a final decree or judgment of any federal court or a final action of the Internal Revenue Service or of the United States Treasury Department determining that any interest payable on this Note is includable in the gross income of the Owner as a result of action or inaction of the Issuer. No such decree or action shall be considered final for the purposes of this paragraph unless the Issuer has been given written notice thereof and, if it is so desired by the Issuer and is legally permissible, the Issuer has been afforded the opportunity to contest the same, at its own expense, either directly or in the name of the Owner and until the conclusion of any appellate review, if sought.

In addition, while any Event of Default is not cured, this Note shall bear interest at a default rate equal to 6%; provided, however, that the interest rate on this Note, as it may be adjusted, shall in no event exceed the maximum interest rate permitted by the Act.

This Note may be exchanged or transferred by the Owner hereof but only upon the registration books maintained by the Registrar and in the manner provided in the Resolution; provided, however, this Note may not be transferred in a denomination less than \$100,000 under any circumstances.

It is hereby certified and recited that all acts, conditions and things required to exist, to happen and to be performed precedent to and in the issuance of this Note, exist, have happened and have been performed, in regular and due form and time as required by the laws and Constitution of the State of Florida applicable thereto, and that the issuance of this Note does not violate any constitutional or statutory limitations or provisions.

Neither the members of the Board of Commissioners of the Issuer nor any person executing this Note shall be liable personally hereon or be subject to any personal liability by reason of the issuance hereof.

IN WITNESS WHEREOF, the City of Madeira Beach, Florida has issued this Note and has caused the same to be executed by the manual signature of the Vice Mayor, attested and countersigned by the manual signature of its City Clerk, approved as to form and correctness by the manual signature of the City Attorney, and its official seal or a facsimile thereof to be affixed or reproduced hereon, all as of the 18th day of February, 2016.

**CITY OF MADEIRA BEACH, FLORIDA**

[SEAL]

By \_\_\_\_\_  
Vice Mayor

ATTESTED AND COUNTERSIGNED:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM  
AND CORRECTNESS:

\_\_\_\_\_  
City Attorney

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

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[Insert Name, Address, Social Security or Other Identifying Number of Assignee]

the within Note and does hereby irrevocably constitute and appoint \_\_\_\_\_ as attorneys to register the transfer of the said Note on the books kept for registration thereof with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature Guaranteed:

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NOTICE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

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NOTICE: The signature to this assignment must correspond with the name of the Owner as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever and the Social Security or other identifying number of such assignee must be supplied.

The following abbreviations, when used in the inscription on the face of the within Note, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM -- as tenants in common

TEN ENT -- as tenants by the entireties

JT TEN -- as joint tenants with right of survivorship and not as tenants in common

UNIF TRANS MIN ACT -- \_\_\_\_\_  
(Cust.)

Custodian for \_\_\_\_\_

under Uniform Transfer to Minors Act of \_\_\_\_\_  
(State)

Additional abbreviations may also be used though not in the list above.

## EXHIBIT B

### FORM OF PURCHASER'S CERTIFICATE

This is to certify that Whitney Bank d/b/a Hancock Bank (the "Purchaser") has not required the City of Madeira Beach, Florida (the "City") to deliver any offering document and has conducted its own investigation, to the extent it deems satisfactory or sufficient, into matters relating to business affairs or conditions (either financial or otherwise) of the City in connection with the issuance of the \$725,000 City of Madeira Beach, Florida, Infrastructure Sales Surtax Revenue Note, Series 2016 dated February 18, 2016 (the "Note") and no inference should be drawn that the Purchaser, in the acceptance of said Note, is relying on Bryant Miller Olive P.A., Bond Counsel or Thomas J. Trask, Esq. of Trask Daigneault, LLP, City Attorney as to any such matters other than the legal opinions rendered by Bond Counsel and by the City Attorney. Any capitalized undefined terms used herein not otherwise defined shall have the meaning set forth in Resolution No. 2016-10 duly adopted by the Board of Commissioners of the Issuer on February 9, 2016, as supplemented by Resolution No. 2016-11 duly adopted by the Board of Commissioners of the Issuer on February 9, 2016 (collectively, the "Resolution").

We are aware that investment in the Note involves various risks, and that the payment of the Note is secured solely from the sources described in the Resolution (the "Note Security").

We have made such independent investigation of the Note Security as we, in the exercise of sound business judgment, consider to be appropriate under the circumstances. In making our investment decision, we have relied upon the accuracy of information which has been provided to us by the City and its representatives.

We have knowledge and experience in financial and business matters and are capable of evaluating the merits and risks of our investment in the Note and can bear the economic risk of our investment in the Note.

We acknowledge and understand that the Resolution is not being qualified under the Trust Indenture Act of 1939, as amended (the "1939 Act"), and is not being registered in reliance upon the exemption from registration under Section 3(a)(2) of the Securities Act of 1933, Section 517.051(1), Florida Statutes, and/or Section 517.061(7), Florida Statutes, and that neither the City, Bond Counsel nor the City Attorney shall have any obligation to effect any such registration or qualification.

We are not acting as a broker or other intermediary, and are purchasing the Note as an investment for our own account and not with a present view to a resale or other distribution to the public. We understand that the Note may not be transferred in a denomination less than \$100,000 under any circumstances.

We are a bank, trust company, savings institution, insurance company, dealer, investment company, pension or profit-sharing trust, or qualified institutional buyer as contemplated by Section 517.061(7), Florida Statutes. We are not purchasing the Note for the direct or indirect promotion of any scheme or enterprise with the intent of violating or evading any provision of Chapter 517, Florida Statutes.

We are a state chartered bank under the laws of the State of Mississippi.

DATED this 18<sup>th</sup> of February, 2016.

WHITNEY BANK D/B/A HANCOCK BANK

By: \_\_\_\_\_

Name: Steven E. Cole

Title: Senior Vice President

## EXHIBIT C

### FORM OF DISCLOSURE LETTER

The undersigned, as purchaser, proposes to negotiate with the City of Madeira Beach, Florida (the "City") for the private purchase of its \$725,000 City of Madeira Beach, Florida, Infrastructure Sales Surtax Revenue Note, Series 2016 dated February 18, 2016 (the "Note"). Prior to the award of the Note, the following information is hereby furnished to the City:

1. Set forth is an itemized list of the nature and estimated amounts of expenses to be incurred for services rendered to us (the "Bank") in connection with the issuance of the Note (such fees and expenses to be paid by the City):

Legal Fees:  
Akerman LLP  
\$1,800

2. (a) No other fee, bonus or other compensation is estimated to be paid by the Bank in connection with the issuance of the Note to any person not regularly employed or retained by the Bank (including any "finder" as defined in Section 218.386(1)(a), Florida Statutes), except as specifically enumerated as expenses to be incurred by the Bank, as set forth in paragraph (1) above.

(b) No person has entered into an understanding with the Bank, or to the knowledge of the Bank, with the City, for any paid or promised compensation or valuable consideration, directly or indirectly, expressly or implied, to act solely as an intermediary between the City and the Bank or to exercise or attempt to exercise any influence to effect any transaction in the purchase of the Note.

3. The amount of the underwriting spread expected to be realized by the Bank is \$0.

4. The management fee to be charged by the Bank is \$0.

5. Truth-in-Bonding Statement:

The Note is being issued to financing and/or reimbursing all or a portion of the Costs of the Initial Project and paying certain costs of issuance incurred with respect to the Note.

The Note and the interest thereon are payable solely from and secured by a lien upon and a pledge of the Pledged Funds as described in Resolution No. 2016-10 duly adopted by the Board of Commissioners of the Issuer on February 9, 2016, as supplemented by Resolution No. 2016-11 duly adopted by the Board of Commissioners of the Issuer on February 9, 2016 (collectively, the "Resolution"). Issuance of the Note is estimated to result in a maximum of

approximately \$198,421.90 of Pledged Funds of the City not being available to finance the services of the City in each year during the life of the Note.

6. The name and address of the Bank is as follows:

Whitney Bank d/b/a Hancock Bank  
113 Designer Circle  
Dothan, Alabama 36303  
Attn: Steven E. Cole

IN WITNESS WHEREOF, the undersigned has executed this Disclosure Statement on behalf of the Bank this 18<sup>th</sup> day of February, 2016.

WHITNEY BANK D/B/A HANCOCK BANK

By: \_\_\_\_\_  
Name: Steven E. Cole  
Title: Senior Vice President