

BOARD OF COMMISSIONERS REGULAR WORKSHOP MEETING AGENDA Wednesday, January 24, 2024 at 6:00 PM Commission Chambers, 300 Municipal Drive,

Madeira Beach, FL 33708

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

1. CALL TO ORDER

2. ROLL CALL

3. PUBLIC COMMENT

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

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

4. PRESENTATIONS

- **A.** Fire Crew of the Year
- **B.** Reclassification of Fire Inspector Perez to Fire Marshal
- C. Promotion Lt. Sleppy
- **D.** Introduction of New Hires
- E. Brian Lowack, President/CEO, Visit St Pete/Clearwater

5. BOARD OF COMMISSIONERS

- A. Discuss/Review Boats Live Aboards and Anchoring
- **B.** FEMA/City Participation in Mitigation Restoration/Flooding Prevention Programs

6. CITY CLERK

A. Board of Commissioners to schedule a Special Meeting in March following the March 19, 2024 Municipal Election and Certification of Election Results: Reporting the Election Results of the Charter Amendment and Induction into Office - Ray Kerr and David Tagliarini to serve a new two-year term as District Commissioner.

7. COMMUNITY DEVELOPMENT

A. John's Pass Village Activity Center Zoning

8. MARINA DEPARTMENT

A. RFP 2023-11 Digital Information Sign

9. PARKING DIVISION

A. Kitty Stuart Park Parking Lot Overview: Financial Status, Increased Utilization, and User Engagement

10. PUBLIC WORKS DEPARTMENT

A. Refuse Collection Contracted Service Analysis

11. RECREATION DEPARTMENT

- A. Fitness Center
- **B.** City Sponsored Fireworks

12. ADJOURNMENT

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

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

meeting should call the City Clerk at 727-391-9951, ext. 231 or 232 or email a written request to cvanblargan@madeirabeachfl.gov.



TO: Hon. Mayor and Board of Commissioners THROUGH: Robin Gomez, City Manager FROM: Clint Belk, Fire Chief DATE: January 24, 2024 **RE: Fire Crew of the Year**

Background

Annually, MBFD allows the members of the department to vote on who will be the next Firefighter of the Year. This year the entire A shift crew has been named the Fire Crew of the Year by Chief Belk. There were many major calls they responded to including the Alligator Attraction fire in July and numerous water rescues with multiple rescues.

Lt. George Hill DE Jamie McGaughey FF/PM John Sleppy, now promoted Lt. FF/PM Nick Lucas

Fiscal Impact

N/A





FIRE CREW OF THE YEAR 2024



Lt. George Hill, D/E Jamie McGaughey, Lt. John Sleppy, FF/PM Lucas

Traditionally, Madeira Beach Fire Department has allowed the firefighters to vote on the annual firefighter of the year award, but this year we decided to do something a little different. Throughout the year all crews are dispatched to various types of incidents and there is no schedule for emergencies to happen. One shift, in particular, seemed to have the opportunity to respond to many of the major calls for service. Below are several noteworthy calls that the crew responded to.

- Alligator and Wildlife Discovery Center; on July 13, 2023 at approximately 3 am crews were dispatched to a 2 alarm structure fire. Upon arrival Lieutenant Hill was presented with an older structure with heavy fire and smoke conditions and immediately called a second alarm which unquestionably saved many animals and the structure from being a total loss.
- Water rescue in Johns Pass; this rescue happened under the bridge. As Marine 25 approached the patient in rough conditions she began to lose her grip and Marine Operator Lucas was able to position the vessel close enough for Rescue Swimmer McGaughey to jump from the boat and grab the victim just as she let go due to exhaustion and floated with her until M25 was able to pick them up. They were met with raucous applause by a packed house at Crabby's on the Pass.
- On this specific day there were two significant water rescue emergencies. The first was a glider plane that crashed near the shore in Treasure Island. The patient was in critical condition and M25 was able to rescue him out of the water and transfer patient care to ground transport as a trauma alert. The second rescue call came in later that evening. This was a victim off Madeira Beach who was swept out into deeper waters and was attempting to fight the current but with exhaustion setting in, could not any longer as M25 approached and was able to make contact and pull the victim out of the water.

- Another significant call answered by A-shift occurred in August (2023). Just after midnight the crew was dispatched to Johns Pass for a water rescue. As they approached the location, they were able to rescue a male victim who was holding on to a garden hose to keep from being swept under the 68' Calypso Breeze. Once he was rescued, they happened to notice a second victim under Johns Pass bridge and raced towards her. As they pulled up, Rescue Swimmer McGaughey once again was able to jump in the water and save her as she too was completely exhausted.
- Multi-patient MVC in North Redington Beach. Two individuals were loading items into the trunk of their car which was located on Gulf Blvd with a car parked behind them. A drunk driver hit the parked car behind them launching one patient approximately 20' away while pinning the other patient between the two vehicles, crushing both legs. Lt. Sleppy was a FF then and was able to initiate the extrication while Lt. Hill established incident command. Both patients were transported as trauma alerts.

In recognition for the work, dedication and bravery they have shown the community and department while in the line of duty.

Lt. Hill DOH 3/27/2013; Promoted 4/9/2018 Lt. Sleppy DOH 2/3/2014; Promoted 11/17/2023 D/E McGaughey DOH 3/17/2014; Promoted 10/08/2018 FF/PM Lucas DOH 4/12/2021



TO: Hon. Mayor and Board of Commissioners

THROUGH: Robin Gomez, City Manager

FROM: Clint Belk, Fire Chief

DATE: January 24, 2024

RE: Fire Inspector Reclassification to Fire Marshal

Background

Fire Inspector Raul Perez has served in this role since promoting from Firefighter/Paramedic in 2020. He has successfully completed the department mandated arson investigation classes and has shown proficiency in all aspects of the Fire Prevention division.

Raul Perez

Fiscal Impact

N/A





TO: Hon. Mayor and Board of Commissioners

THROUGH: Robin Gomez, City Manager

FROM: Clint Belk, Fire Chief

DATE: January 24, 2024

RE: Lieutenant Promotion

Background

Madeira Beach Fire Department held a lieutenant promotion assessment followed by the resignation of Tom McClave.

The promotional assessment was held on November 3, 2023. It comprised of a written examination, several tactical scenarios, and interviews in front of a panel. Each section was given a scoring system. The department had three very qualified candidates with scores just points away from one another.

The Madeira Beach Fire Department is pleased to announce the promotion of John Sleppy to Lieutenant of C shift. FF Sleppy has served the department for nearly 10 years. During this tenure, he has taken on the responsibilities of Acting Driver, Acting Lieutenant and Marine Training Instructor. With this promotion Lt. Sleppy will also take on the role of the Department's Training Officer.

John Sleppy

Date of Hire 02/03/2014 Promotion 11/17/2023

Fiscal Impact

N/A



Revised - December 27, 2018



TO: Hon. Mayor and Board of Commissioners THROUGH: Robin Gomez, City Manager FROM: Clint Belk, Fire Chief DATE: January 24, 2024 **RE: Introduction of New Hires**

Background

It is my pleasure to introduce new members of the Madeira Beach Fire Department.

Mario Barbara, Firefighter/Paramedic	Date of Hire 11/07/2022
John Mortellitte, Firefighter/Paramedic	Date of Hire 10/09/2023
Chase Halfast, Firefighter/EMT	Date of Hire 10/09/2023
Kyle Watts, Firefighter/EMT	Date of Hire 10/09/2023

Fiscal Impact

N/A





Date:	Jan 24, 2024
To:	Board of Commissioners
From:	Robin I. Gomez, City Manager
Subject:	Discuss/Review Boats: Live-Aboard and Anchored

Background

Current FL statutes, Chapter 327 (copy enclosed), Vessel Safety, specifically 327.60, governs the operation, equipment, and all other matters relating to any vessel that shall be operated upon the waters of the state or when any activity regulated shall take place. The statute further restricts local government's ability to regulate essentially only live-aboard vessels, nothing else. City ordinance, Sec 78.61-63 (copy enclosed) also regulates live-aboard vessels and marinas.

Discussion

The enclosed power point presentation, titled "Boating Laws," prepared by the Pinellas County Sheriffs Office also provides an overview of State and local boating laws and regulations, specifically what can and cannot be enforced. Essentially, cities are powerless to adopt any enforcement of any vessels unless the City creates a mooring field or the County creates an anchoring limitation area.

Cities such as in our referenced City ordinance can regulate live-aboards (per State Statute) with live-aboards only defined as:

- 1. A vessel serving as a residence; and
- 2. A vessel not having a means of propulsion

City code adopted via City ordinance 2019-21 (copy enclosed), attempts to define and regulate live-aboards as boats simply anchored in/on City waters (which is not allowed per State statute).

City has not had any plans to create/establish a mooring nor anchoring field(s) – not recommended at this time.

Appears the only ability to enact enforcement of any current and/or future City codes requires changes to Florida statutes specifically allowing cities to regulate.

Sec. 78-61. General regulations for live-aboard vessels.

Any owner of a vessel may use or permit the vessel to be used for living quarters as a "live-aboard" vessel as defined in Florida Statutes § 327.02 only as provided for in this section.

- (1) All live-aboard vessels must be docked in a licensed marina facility located within Zoning District C-4, except as provided for in subsection (3) of this section.
- (2) All live-aboard vessels must contain a coast guard approved operable marine sanitation device. Discharge of sewage from all vessels must comply with section 78-37 of this chapter.
- (3) Live-aboard vessels must not be used for permanent living purposes in other than zoning district C-4. Transient, temporary, live-aboard vessels docking in other zoning districts must obtain a 72-hour nonrenewable permit in accordance with section 78-62 of this chapter.
- (4) Live-aboard vessels anchored in the intracoastal waterway or vessels temporarily anchored due to emergency conditions or situations are exempt from this section during the temporary emergency.

(Code 1983, § 5-104(A); Ord. No. 2019-21, § 1, 10-8-19)

Sec. 78-62. Permit requirements.

(a) Definitions.

Anchoring or mooring means the use of a heavy object—including a mooring buoy—attached to a vessel, placed overboard to keep the vessel from drifting by weight or by gripping the bottom.

Boat slip means a portion of a pier, main pier, finger pier, or float where a vessel is berthed or moored, or used for embarking or disembarking.

Live-aboard vessel or *live-aboard* shall be defined by Florida Statutes § 327.02(22), as may be amended from time to time, which currently means: (a) A vessel used solely as a residence and not for navigation; or (b) A vessel for which a declaration of domicile has been filed pursuant to Florida Statutes § 222.17; or (c) A vessel used as a residence that does not have an effective means of propulsion for safe navigation. A commercial fishing vessel is expressly excluded from the term "live-aboard vessel" pursuant to Florida Statutes § 327.02(22) (2019) as may be amended from time to time.

- (b) Permit requirements. Except for vessels lawfully docked at private facilities or properties, anchoring or mooring any unattended live-aboard vessel in any of the waterways within the city for a continuous period of eight hours or more, or for any overnight period is prohibited unless a temporary live-aboard permit is obtained.
- (c) A temporary permit is required to be obtained from the city marina office prior to anchoring or mooring any live-aboard vessel in any of the waterways within the city for eight hours or more. The temporary permit period for anchoring or mooring a live-aboard vessel must not exceed 72 hours. Only one temporary permit may be issued for a lawfully registered or properly documented live-aboard vessel within any 30-day period. A fee to cover the costs associated with administering this requirement is provided in the city's schedule of fees. The city marina, or city manager, may establish and post reasonable rules and regulations for live-aboard anchoring or mooring and pump-out schedules to ensure the public health, safety, and welfare of persons and property within the city.
- (d) Anchoring or mooring a live-aboard vessel in any city waterway within 200 feet of any seawall is prohibited.
- (e) All live-aboard vessels, including temporarily permitted, live-aboard vessels must be removed, or evacuated, from city waterways within eight hours of a declared weather emergency.

(Code 1983, § 5-104(B); Ord. No. 2019-21, § 1, 10-8-19)

Sec. 78-63. Marinas.

- (a) All marinas must have all required licenses and be in compliance with the requirements of chapter 110, article VII, of this Code for off-street parking and loading.
- (b) All marinas must have a working/operable pump-out station on premises that is readily available to all vessel owners.
- (c) All marinas providing live-aboard vessel accommodations for periods exceeding 72 hours must provide direct sewage hook-ups for each live-aboard vessel.
- (d) Marina operators must determine that each vessel using their docking facilities has obtained the required city permits.
- (e) Marinas providing live-aboard accommodations must have indoor bathroom facilities. All other marinas must have a minimum of one public restroom with a water closet and lavatory. All bathroom and restroom facilities must be in compliance with the Florida Building Code—Plumbing.
- (f) Marina operators must maintain, on the marina premises, a list of all live-aboard vessels for city review and inspection.
- (g) The number of live-aboard vessels in a marina must not exceed 15 percent of the total authorized boat slips.

(Code 1983, § 5-104(C); Ord. No. 2019-21, § 1, 10-8-19)

BOATING LAWS

Shannon Lockheart General Counsel

Fla. Const. art. X, § 11

The title to lands under navigable waters, within the boundaries of the state, which have not been alienated, including beaches below mean high water lines, is held by the state, by virtue of its sovereignty, in trust for all the people.

what that means...

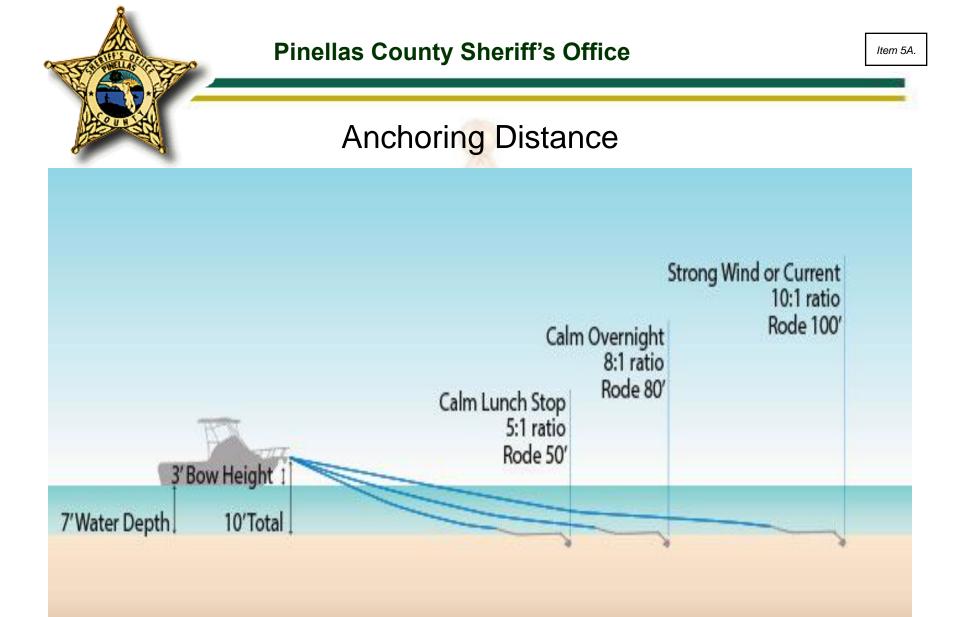
 Waters can be used by anyone for any lawful purpose

 Vessel law generally limited to public safety and environmental concerns

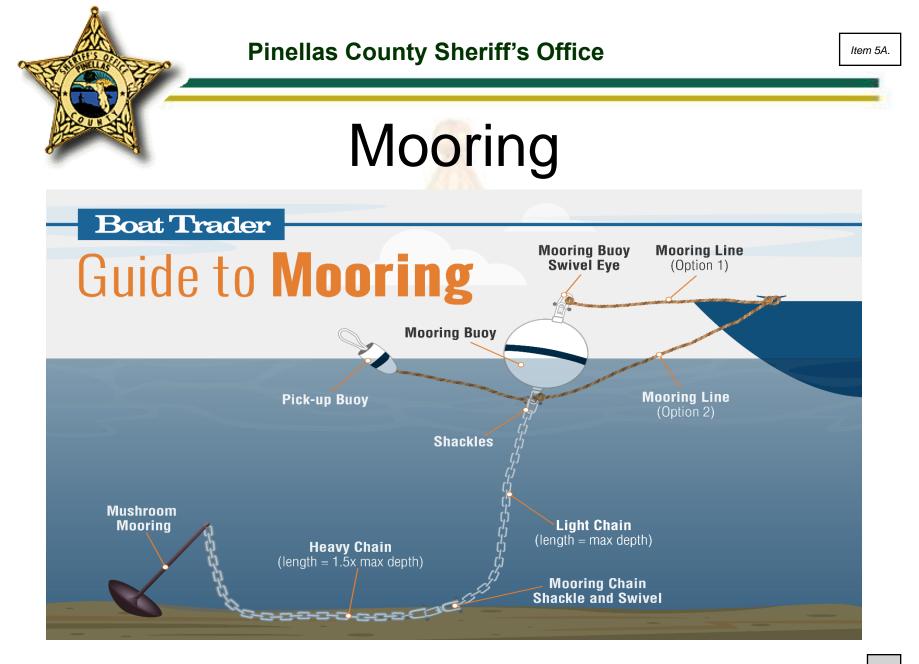
TERMS/DEFINITIONS

Anchoring v. Mooring









- All moorings must be permitted.
 § 327.4108 F.S.
- Cannot anchor or moor to an unpermitted object affixed to the bottom.

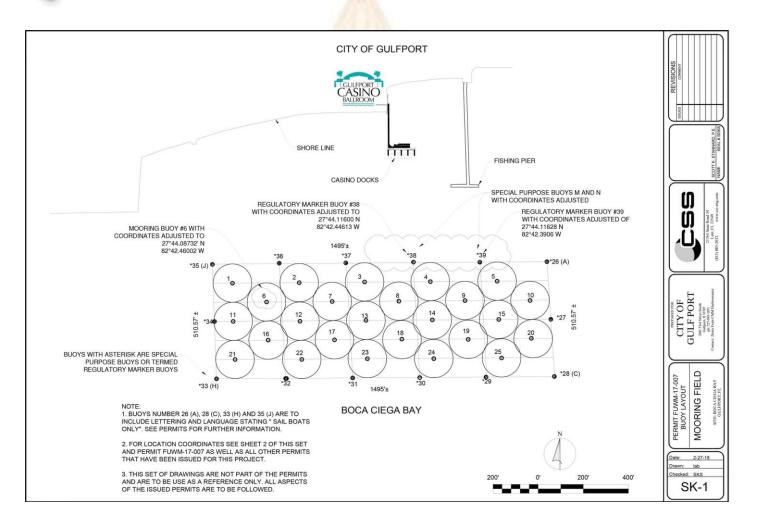
- § 327.4109(4) F.S.

Can anchor anywhere not prohibited.

Creating a Public Mooring Field

- Can regulate who anchors/moors [§ 327.4109(3) F.S.]
- No more than 100 vessels, mooring field must be for the use of the general public [§ 373.118 F.S.]

Gulfport Mooring Field – 25 mooring locations (\$22/day)

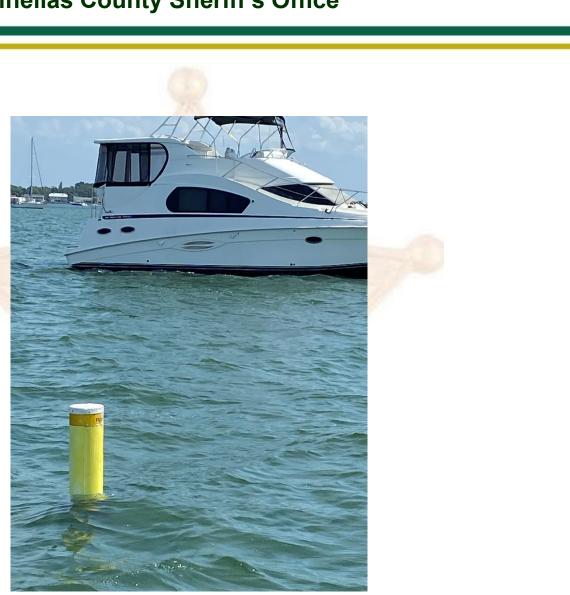


NO Anchoring/Mooring

 Within 100 feet outward from the marked boundary of a public mooring field

What happens 100.1' outside mooring field?

- Study being conducted on impacts of long-term stored vessels anchored outside of public mooring fields for more than 90 days
 - § 327.4109(6) F.S.
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ANCHOR LIMITATION AREA

BOATS CAN STILL ANCHOR UP TO 45 DAYS



Sec. 21-173. - Designated anchoring limitation areas.

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Item 5A

The following areas within Broward County, Florida, are hereby designated as Anchoring Limitation Areas:

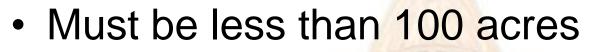
(a) North Lake within Hollywood, Florida, specifically: Being all of Block 71, "Hollywood Lakes Section," according to the plat thereof, as recorded in Plat Book 1, page 32, of the public records of Broward County, Florida; less and except therefrom Parcel #4 as shown on the plat of "Florida East Coast Canal," as recorded in Plat Book 17, page 23A, of the public records of Broward County, Florida; less and except all of that lake area described above being within 150 feet of any public or private marine boat ramp, boatyard, or other public vessel launching or loading facility; said lands situated, lying, and being in the City of Hollywood, Broward County, Florida.



Anchoring Limitation Area

- An area which a person may not anchor a vessel for more than 45 consecutive days in any 6-month period
 - Exemptions: mechanical failure, weather, special events

- Must be:
 - -Established by the County
 - -Adjacent to urban area
 - -Have residential docking facilities, and
 - -Significant recreational boating traffic



- Cannot exceed 10% of county's navigable waterways (i.e.waterways used for commerce public navigation)
- Must be clearly marked with signs

Regulation outside the mooring field/anchor limitation area?



§ 327.44 FSS

UNREASONABLE ANCHORING

Can relocate or remove a vessel that unreasonably or unnecessarily constitutes a navigational hazard (Cannot destroy)



§ 327.44 FSS

UNREASONABLE ANCHORING

(2)anchoring/mooring under bridges or in or adjacent to heavily traveled channels constitutes interference if unreasonable under the circumstances



Local Regulations

§ 327.60(2) FSS

Cannot

(f) Regulate the *anchoring* of vessels <mark>outside the</mark> marked boundaries of mooring fields except for:

- 1. Live-aboard vessels; and
- 2. Commercial vessels, excluding commercial fishing vessels.

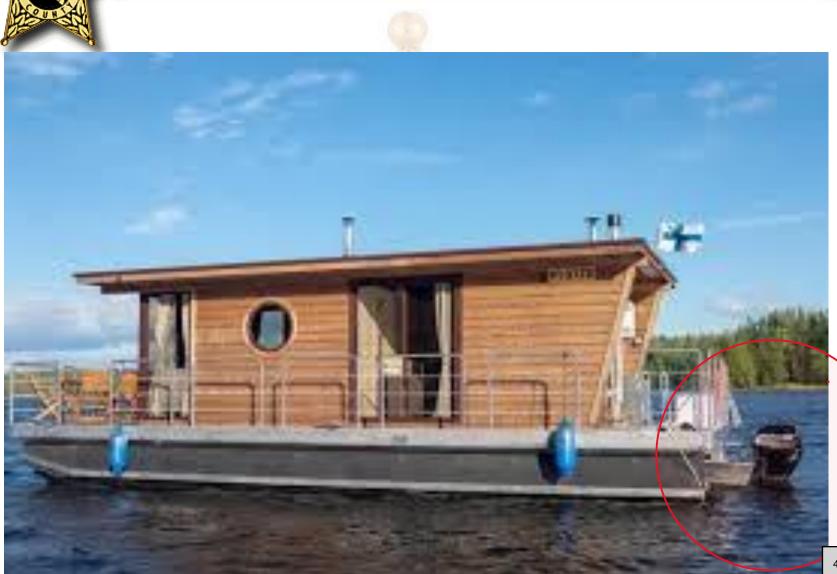
Live Aboard

- 2 criteria:
- 1. used as a residence AND
- 2. it does NOT have "effective means of propulsion for safe navigation"

(i.e. working engine or sails/steering)

NOTE: commercial fishing vessel NOT included – different regulations





OFF-GRUP

EARTHBALL. Org

RouARD. or







What are the laws currently available to deal with problem vessels

- Derelict Vessel
- At-risk Vessel
- Nuisance vessel

Derelict Vessel

- Wrecked (sunken/sinking/aground can't extricate)
- Junked (abandoned, stripped vessel components)
- Dismantled (if any 2: steering, propulsion or exterior hull integrity are missing/compromised/inoperable/ broken)





Rapid Removal Administrative Removal

Rapid Removal

- A Derelict vessel that:
 - obstructs/threatens to obstruct navigation
 OR
 - constitutes a danger to the environment, property or person

REMOVE & STORE (DUMP)





Administrative Removal

- Notice sent cert mail owner
- Notice posted on boat
- 21 days to request hearing (from later date)
- If no hearing requested remove/destroy







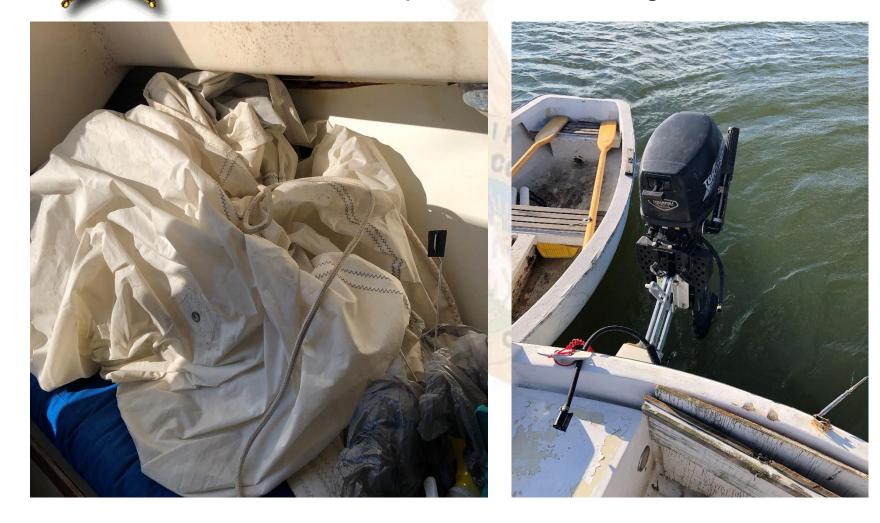








Owner's photos for hearing



At-Risk Vessels



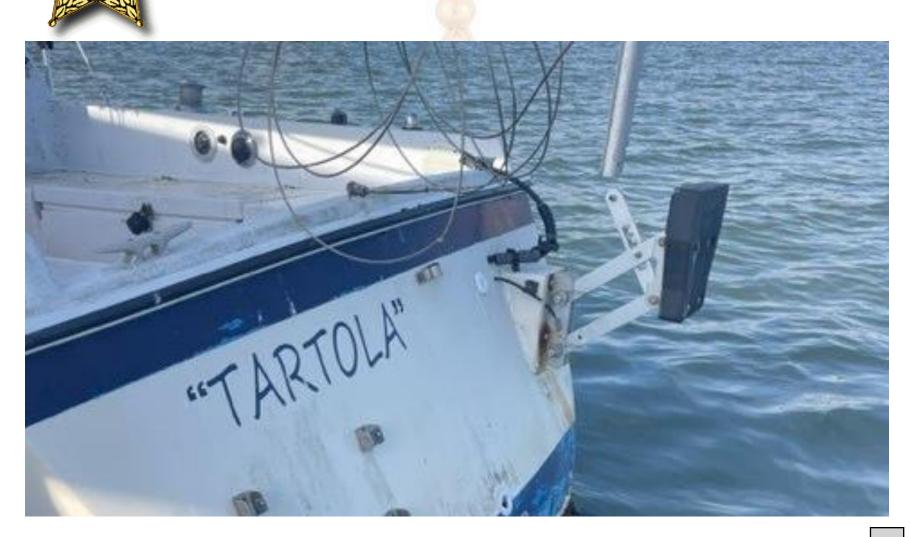
At-risk Vessel

- Vessel taking on water
- Open spaces designed to be enclosed
- Vessel broken loose from anchor
- Listing due to water intrusion
- No "effective means of propulsion"

"Effective means of propulsion"

- Functioning motor, controls and steering system OR
- Rigging and sails that are present and in good working order plus a functioning steering system
- TEST 68D-15.002 FAC (up and back around a buoy)







At-risk cannot anchor

- To prevent vessels in neglected or deteriorating state of disrepair, a vessel atrisk of becoming derelict may not anchor on, moor on or occupy the waters of this state
- infraction

Nuisance Vessel Administrative Process

- Vessel w 3 or more at-risk violations within an 18-month period
 - Must be violation of same subparagraph
 - Must obtain dispositions
- Marine Sanitation (26', enclosed cabin must have toilet that pumps) declared nuisance if violate

Effective 7/1/2023 § 327.4107 adds to At-Risk: (f) The vessel is tied to an unlawful or unpermitted structure or mooring.

§ 705.101 adds to definition abandoned property – at-risk vessels declared a public nuisance



QUESTIONS?

ORDINANCE NO. 2019-21

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING THE CITY OF MADEIRA BEACH CODE OF ORDINANCES CHAPTER 78 WATERWAYS; ARTICLE II. –BOATS; DIVISION 2.-LIVE-ABOARD VESSELS; SEC. 78-61.- GENERAL REGULATIONS; SEC. 78-62. –PERMIT REQUIREMENTS; SEC. 78-63.- MARINAS; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.

WHEREAS, the City Commission finds that the proliferation of unregulated residential use of <u>live-aboard</u> vessels, <u>and commercial use of live-aboard vessels as transient rental units, including</u> <u>advertised rentals of live-aboards (including online at transient rental sites such as Airbnb and VRBO)</u> in Madeira Beach waters poses dangers to the environment, public safety and can cause damage to public and private property and;

WHEREAS, the City has a municipal marina with available sewage pump out facilities to prevent pollution of waters, and numerous private marinas also exist in the City that can berth, moor or store vessels on a temporary, transient or permanent basis in the C-4 commercial zoning district;

WHEREAS, Chapters 327 and 328 Florida Statutes contain a limited preemptions of some vessel regulation by the Florida Legislature, Section 327.60(2)(f) Florida Statutes (2019) expressly allows municipalities to regulate the following types of vessels as defined in Chapter 327, Florida Statutes, (and does not preempt municipalities from regulating):

- 1. Live-aboard vessels; and
- 2. Commercial vessels, (excluding commercial fishing vessels)

WHEREAS, On August 12, 2019, the Planning Commission conducted the required hearing of the proposed amendment and upon receiving public input recommends approval of the amendment; and

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, AS FOLLOWS:

Section 1. The City of Madeira Beach, Florida, Code of Ordinances shall be amended as follows:

Chapter 78 - WATERWAYS

ARTICLE II. - BOATS

DIVISION 2. – LIVE_ABOARD VESSELS

Sec. 78-61. - General regulations for live-aboard vessels.

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Any person or owner of a boat vessel may use the boat or permit it the vessel to be used for living quarters as a "live-aboard" vessel as defined in Florida Statute 327.02; only as provided for in this section.

- (1) All live-aboard vessels must be docked in a licensed marina facility located within Zoning District C-4, except as provided for in subsection (3) of this section.
- (2) The <u>All live-aboard</u> vessels must contain a Coast Guard approved operable marine sanitation device. Discharge of sewage from all vessels will be in compliance <u>must</u> <u>comply</u> with section 78-37 <u>of this chapter</u>.
- (3) ↓ <u>Live-aboard vessels may must</u> not be used for permanent living purposes in other than zoning district C-4. However, t Transient, temporary, live-aboard vessels docking in other zoning districts must obtain a <u>72-hour ten-day no-fee</u>-nonrenewable permit in accordance with section 78-62 of this chapter.
- (4) Live-aboard vessels anchored in the intracoastal waterway or vessels temporarily anchored due to emergency conditions or situations are exempt from this section during the temporary emergency.

(Code 1983, § 5-104(A)); (Ord. 2019-21 October 8, 2019)

Sec. 78-62. –Permit requirements.

- (a) Live-aboard vessels, used for living purposes, desiring to stay in the city ten days or less must obtain within 72 hours of arrival, a ten day no-fee nonrenewable permit from the city manager or his designated representative. The applicant will certify the vessel contains a Coast Guard approved operable sanitation device. This permit may only be acquired once on a quarterly (any contiguous three month period) basis.
- (b) Live-aboard vessels desiring to stay beyond the ten-day limit must obtain an annual permit from the city manager or his designated representative and pay a vessel inspection fee as prescribed in section 2-260.

(a) Definitions.

"Anchoring or mooring" means the use of a heavy object—including a mooring buoy—attached to a vessel, placed overboard to keep the vessel from drifting by weight or by gripping the bottom.

<u>"Boat slip</u>" means a portion of a pier, main pier, finger pier, or float where a vessel is berthed or moored, or used for embarking or disembarking.

"Live-aboard vessel" or "live-aboard" shall be defined by Section 327.02(22) Florida Statutes, as may be amended from time to time, which currently means: (a) A vessel used solely as a residence and not for navigation; or (b) A vessel for which a declaration of domicile has been filed pursuant to s. 222.17; or (c) A vessel used as a residence that does not have an effective means of propulsion for safe navigation. A commercial fishing vessel is expressly excluded from the term "live-aboard vessel" pursuant to Section 327.02(22) Florida Statutes (2019) as may be amended from time to time.

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(b) Permit Requirements. Except for live-aboard vessels lawfully docked at private facilities or properties, anchoring or mooring any unattended live-aboard vessel in any of the waterways within the city for a continuous period of eight (8) hours or more, or for any overnight period is prohibited unless a temporary live-aboard permit is obtained.

(c) A temporary permit is required to be obtained from the City marina office prior to anchoring or mooring any live-aboard vessel in any of the waterways within the city for eight (8) hours or more. The temporary permit period for anchoring or mooring a live-aboard vessel must not exceed 72 hours. Only one (1) temporary permit may be issued for a lawfully registered or properly documented live-aboard vessel or to a person within any 30-day period. A fee to cover the costs associated with administering this requirement is provided in the city's schedule of fees. The city marina, or city manager, may establish and post reasonable rules and regulations for live-aboard anchoring or mooring and pump-out schedules to ensure the public health, safety, and welfare of persons and property within the city.

(d) Anchoring or mooring a live-aboard vessel in any city waterway within 200 feet of any seawall is prohibited.

(e) All live-aboard vessels, including temporarily permitted, live-aboard vessels must be removed, or evacuated, from city waterways within eight (8) hours of a declared weather emergency.

(Code 1983, § 5-104(B)); (Ord. 2019-21 October 8, 2019)

Sec. 78-63. - Marinas.

- (a) All marinas will-<u>must</u> have appropriate all required licenses and will-be in compliance with <u>the requirements of chapter 110</u>, article VII, <u>of this code for regarding</u> off-street parking and loading -requirements of the city.
- (b) All marinas will <u>must have a working/operable pump-out station on premises which that</u> is readily available to all vessel owners.
- (c) All marinas providing live-aboard <u>vessel</u> accommodations for periods exceeding ten days <u>72</u> <u>hours</u> must provide direct sewage hook-ups for each live-aboard vessel.
- (d) Marina operators shall-<u>must</u> determine that each vessel using their docking facilities has obtained the necessary-required city permits.
- (e) Marinas providing live-aboard accommodations will-must have indoor bathroom facilities in compliance with the Standard Plumbing Code. All other marinas must have a minimum of one (1) public restroom with a water closet and lavatory. <u>All bathroom and restroom facilities</u> must be in compliance with the Florida Building Code—Plumbing.
- (f) Marina operators will have must maintain, on the marina premises, a list of all live-aboard vessels, on premises, for city review and inspection.

The number of live-aboard vessels in a marina will-must not exceed 15 percent of the total (g) authorized boat slips berths.

(Code 1983, § 5-104(C)); (Ord. 2019-21 October 8, 2019)

- Section 2: The provisions of this ordinance shall be deemed severable. If any part of the ordinance is deemed unconstitutional, it shall not affect the constitutionality of the other portions of the ordinance.
- Section 3: All Ordinance or parts of ordinances in conflict with the provision of this ordinance be hereby repealed insofar as the same affect this Ordinance.
- This ordinance shall be in full force and effect upon adoption in the manner Section 4: provided by law.

PASSED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, THIS 8th day of 0000, 2019.

ATTEST:

CLARA VANBLARGAN, City Clerk

PUBLISHED:

FIRST READING:

PUBLISHED:

PASSED ON SECOND READING:

Approved as to legal sufficiency:

City Attorney



Tampa Bay Times Published Daily

ATE OF FLORIDA COUNTY OF Pinellas

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Before the unersigned authority personally appeared Virginia Marshall who on oath says that he/she is Legal Advertising Representative of the Tampa Bay Times a daily newspsper printed in St. Petersburg, in Pinellas County, Florida; that the attached copy of adertisment, being a Legal Notice in the matter RE: Ordinance 2019-07, 17, 20 & 21 was published in Tampa Bay Times: 9/20/19 in said newspaper in the issues of Tampa Bay Times\Community Newspapers\Beaches

Affiant further says the said Tampa Bay Times is a newspaper published in Pinellas County, Florida and that the said newspaper has heretofore been continuously published in said Pinellas County, Florida each day and has been entered as a second class mail mater at the post office in said Pinellas County. Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that hc/she neither paid promised any person, firm or corporation any discount, rebate, commission . refund for the purpose of securing this advertisement for publication in the

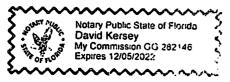
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Signature of Notary Publ

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LEGAL NOTICE

NOTICE OF PUBLIC HE Item 5A. CITY OF MADEIRA BE

In accordance with the City of Madeira Beach Code of Ordinances, the City of Madeira Beach City Charter, and Florida Statutes §166.041(3)(a):

NOTICE IS HEREBY GIVEN, the Board of Commissioners of NOTICE IS REREEY GIVEN, the Board of Commissioners of the City of Madeira Beach will conduct a Second Reading and Public Hearing for the adoption of proposed Ordinance 2019-07, Ordinance 2019-17, Ordinance 2019-20 and Ordinance 2019-21 on Tuesday, October 6, 2019 at 6:00 pr.m. The meeting will be held in the Patricia Strontz Commission Chambers located of 200 Microbiol Days Reach Ell 2020 The title of at 300 Municipal Drive, Madera Beach, FL 33708. The title of said Ordinance is as follows:

said Ordinance is as follows: ORDINANCE 2019-07 AN ORDINANCE OF THE CITY OF MADEIRA BEACH AMENDING DIVISION 10. - PLANNED DEVELOPMENT, SEC. 110-388. - PURPOSE OF PLANNED DEVELOPMENT, SEC. 110-387. USES PERMITTED, ADDRESSING COMPATIBUITY AND SETTING STANDARDS FOR MDXED-USES; SEC. 110-388. - APPLICATION FOR PD ZONING, SPECIFYING SUBMISSION REQUIREMENTS AND DESIGN CRITERIA; SEC. 110-389. - PROCEDURE FOR APPROVAL OF PD ZONING, ADDING SPECIFIC PROCEDURES FOR REVIEW; SEC. 110-391. - REVIEW BY LOCAL PLANNING AGENCY, SPECIFYING RESPONSIBILITIES AND SPECIFYING REVIEW; CRITERIA; SEC. 110-392. - NEIGHBORHOOD INFORMATION MEETING, REQUIRING MEETING TO BE HELD BEFORE LOCAL PLANNING AGENCY MEETING AND BE REPORTED AS AN ELEMENT OF APPLICATION; FROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE ORDINANCE NO, 2019-17

ORDINANCE NO. 2019-17 AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING CHAPTER 110 - ZONING, ARTICLE VI. SUPPLEMENTARY DISTRICT REGULATIONS, DIVISION III. - WALLS, FENCES, HEDGES, AND SAND FENCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE RECOGNITION OF STATE PREEMPTION; AND PROVIDING FOR AN EFFECTIVE DATE. FIRST READING.

FOR AN EFFECTIVE DATE. FIRST READING. ORDINANCE NO, 2019-20 AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDINGLAND DEVELOPMENT REGULATIONS; ARTICLE VI. - OFF-STREET PARKING AND LOADING, SEC, 110-953. - MAINTENANCE; SEC, 110-956. - METHODS OF PROVIDING REQUIRED PARKING; SEC, 110-956. - SHARED PARKING FACILITIES; DIVISION 2. - OFF-STREET PARKING SPACES, SEC, 110-971. - NUMBER OF SPACES; SEC, 110-973. - OFF-STREET PARKING SPACE STANDARDS, REGULAR CAR OFF-STREET PARKING SPACE STANDARDS, REGULAR CAR OFF-STREET PARKING SPACE STANDARDS, REGULAR CAR OFF-STREET PARKING LAYOUT; ADDING SEC, 110-974. VALET PARKING; PROVIDING FOR CONFLICT, PROVIDING FOR SEVERABILITY AND; PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE. OPDINANCE NO. 2019-21

IMMEDIATE EFFECTIVE DATE. ORDINANCE O, 2019-21 AN ORDINANCE OF THE CITY OF MADEIRA BEACH, AMENDING CHAPTER 78 WATERWAYS; ARTICLE I; SEC. 78-1 CONTAINERS AND/OR BOTTLES PROHIBITED CN PUBLIC BEACHES; SEC. 78-2.-FISHING PROHIBITED; SEC 78-3. SWIMMING AND SPEARTISHING; PROHIBITED IS CERTAIN AREAS; SEC. 78-4.-RESTRICTED SWIMMING AREAS ESTABLISHED; ANTICLE IL -BOATS; DIVISION AREAS ESTABLISHED; ANTICLE IL -BOATS; DIVISION REGULATIONS; SEC. 78-32.-DEFINITIONS; SEC. 78-33.-SPEED RESTRICTIONS ON WATERCRAFT IN SPECIFIC 78-35.- WATERSKIING REGULATIONS GENERALLY; SEC. 78-35.- WATERSKIING REGULATIONS GENERALLY; SEC. 78-35.- WATERSKIING REGULATIONS GENERALLY; SEC. 78-38.- SICW SPEED-MINIMUM WAKE AND IDLE SPEED-NO WAKE ZONES AND INFORMATIONAL MARKERS; SEC. 78-39.- AIRBOATS DECLARED A NUISANCE; OPERATION PROVIDING FOR AN LIMITATIONS; SEC, 78-62.-PERMIT REQUIC PROPERTY; DIVISION 2.-LIVE ABOARD VESSELS; SEC. 78-61.- GENERAL REGULATIONS; SEC, 78-62.-PERMIT REQUIREMENTS; SEC, 78-63.- MARINAS; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN LIMITED FOR SEVERABIL

A copy of the proposed Ordinances is available for inspection in the City Clerk's Office between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday. If you would like more information regarding the proposed Ordinances, please contact Linda Portal, Community Development Director, at 727-391-9951, ext. 255.

Interested parties may appear at the meeting and be heard with respect to the proposed ordinance. All persons are hereby advised that any presentation they make to the Board of Commissioners will be encouraged to be as precise as possible and will be limited to three minutes per speaker to permit maximum participation by the public at large.

Persons who wish to appeal any decision made by the Board of Commissioners with respect to any matter considered during a public hearing at this meeting will need a record of the proceedings, and for such purpose may need to ensure that vortaitin record of the proceedings is made, which record includes the tostimony and evidence upon which the appeal is based. It is the responsibility of the person making the appeal to bear the cost of hiring a private reporter or private recording firm to make the verbatim record.

In accordance with Section 286.26, Florida Statutes, persons with disabilities needing special accommodations to participate in this meeting should contact the City Clerk's office no later 4:00 p.m. on the day prior to the meeting: (727) 391-9951, 231 or 223 or fax a written request to (727) 399-9131. 73

Clara VanBlargan, MMC, MSM, City Clark

09/20/2019

Agreement Number: Project Number: 15FM-J2-08-62-02-272 FMA-PJ-04-FL-2013-044

FEDERALLY-FUNDED SUBGRANT AGREEMENT

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division") and City of Madeira Beach, (hereinafter referred to as the "Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein: and

B. The Division has received these grant funds from the State of Florida, and has the authority to subgrant these funds to the Recipient upon the terms and conditions below; and

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Recipient agree to the following:

(1) SCOPE OF WORK

The Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(2) INCORPORATION OF LAWS, RULES, REGULATIONS, AND POLICIES

The Recipient and the Division shall be governed by applicable State and Federal Jaws, rules and regulations, including those identified in Attachment B.

(3) PERIOD OF AGREEMENT

This Agreement shall begin upon execution by both parties, and shall end January 9, 2017, unless terminated earlier in accordance with the provisions of Paragraph (12) of this Agreement.

(4) MODIFICATIONS OF CONTRACT

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(5) <u>RECORDKEEPING</u>

(a) As applicable, Recipient's performance under this Agreement shall be subject to the Federal OMB Circular No. A-102, "Common Rule: Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" (53 Federal Register 6034) or OMB Circular No. A-110, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Educations, Hospitals, and Other Non-Profit Organizations," and either OMB Circular No. A-87, "Cost

Principles for State, Local and Indian Tribal Governments,* OMB Circular No. A-21, "Cost Principles for Educational Institutions," or OMB Circular No. A-122, "Cost Principles for Non-Profit Organizations."

(b) The Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, and the compliance of all sub-contractors and consultants paid from funds under this Agreement, for a period of five years from the date the audit report is issued, and shall allow the Division or its designee, the State Chief Financial Officer or the State Auditor General access to the records upon request. The Recipient shall ensure that audit working papers are available to them upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Division. The five year period may be extended for the following exceptions:

1. If any litigation, claim or audit is started before the five year period expires, and extends beyond the five year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

2. Records for the disposition of non-expendable personal property valued at \$5,000 or more at the time it is acquired shall be retained for five years after final disposition.

3. Records relating to real property acquired shall be retained for five years after the closing of the transfer of title.

(c) The Recipient shall maintain all records for the Recipient and for all subcontractors of consultants to be paid from funds provided under this Agreement, including documentation of all program costs in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work – Attachment A – and all other applicable laws and regulations.

(d) The Recipient, its employees or agents, including all subcontractors or consultants to be paid from funds provided under this agreement, shall allow access to its records at reasonable times to the Division, its employees, and agents. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 pm., local time, on Monday through Friday. "Agents" shall include, but not be illmited to, auditors retained by the Division.

(6) AUDIT REQUIREMENTS

(a) The Recipient agrees to maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under this Agreement.

(b) These records shall be available at reasonable times for inspection, review, or audit by state personnel and other personnel authorized by the Division. "Reasonable" shall ordinarily mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

(c) The Recipient shall provide the Division with records, reports and financial statements upon request for the purpose of auditing and monitoring the funds awarded under this Agreement.

(d) If the Recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised, and in the event that the Recipient expends \$500,000 or more in Federal awards in its fiscal year, the Recipient must have a single or program-specific audit conducted in

accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Agreement shows the Federal resources awarded through the Division by this Agreement. In determining the Federal awards expended in its fiscal year, the Recipient shall consider all sources of Federal awards, including Federal resources received from the Division. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the Recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this paragraph.

In connection with the audit requirements addressed in this Paragraph (6)(d) above, the Recipient shall fulfill the requirements for auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

If the Recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the Recipient expends less than \$500,000 in Federal awards in its fiscal year and chooses to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal funds.

(e) Send copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by subparagraph (d) above, when required by Section .320(d) OMB Circular A-133, as revised, by or on behalf of the Recipient to: The Division at the following address:

> Division of Emergency Management Office of Inspector General 2555 Shumard Oak Boulevard Tallahassee, Florida 32399-2100

Send the Single audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at

http://harvester.census.cov/fac/collect/ddeindex.html

And to any other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f) OMB Circular A-133, as revised.

(f) Pursuant to Section .320(f), OMB Circular A-133, as revised, the Recipient shall send a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letter issued by the auditor to the Division at the following address:

> Division of Emergency Management Office of Inspector General 2555 Shumard Oak Boulevard Tallahassee, Florida 32399-2100

(g) By the date due, send any reports, management letter, or other information required to be submitted to the Division pursuant to this Agreement in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local government entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General, as applicable.

(h) Recipients should state the date that the reporting package was delivered to the Recipient when submitting financial reporting packages to the Division for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local government entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General.

(i) If the audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty days after the Division has notified the Recipient of such non-compliance.

(j) The Recipient shall have all audits completed by an independent certified public Accountant (IPA), either a certified public accountant or a public accountant licensed under Chapter 473, <u>Florida Statutes</u>. The IPA shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Recipient's fiscal year.

(7) <u>REPORTS</u>

(a) The Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Recipient and all sub-recipients and subcontractors in completing the work described in the Scope of Work and the expenditures of funds under this Agreement, in addition to any other information requested by the Division.

(b) Quarterly reports are due to the Division no later than 15 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates of each quarter of the program year are March 31, June 30, September 30, and December 31.

(c) The close-out report is due 60 days after termination of this Agreement or 60 days after completion of the activities contained in this Agreement, whichever first occurs.

(d) If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (11) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work."

(e) The Recipient shall provide additional program updates or information that may be required by the Division.

(f) The Recipient shall provide additional reports and information identified in Attachment D.

(8) MONITORING

The Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement, and reported in the quarterly report.

In addition to reviews of audits conducted in accordance with Paragraph (6) above, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Recipient agrees to comply and cooperate with any monitoring procedures/ processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Division to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Recipient throughout the contract term to ensure timely completion of all tasks.

(9) LIABILITY

(a) Unless Recipient is a State agency or subdivision, as defined in Section 768.28, <u>Florida</u> <u>Statutes</u>; the Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement, and shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this agreement. For purposes of this Agreement, Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

(b) Any Recipient which is a state agency or subdivision, as defined in Section 768.28, <u>Florida Statutes</u>, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts of omissions to the extent set forth in Section 768.28, <u>Florida Statutes</u>. Nothing herein is intended to serve as a waiver of sovereign immunity by any Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(10) DEFAULT

If any of the following events occur ("Evente of Default"), all obligations on the part of the Division to make further payment of funds shall, if the Division elects, terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (11). However, the Division may make payments or partial payments after any Events of Default without waving the right to exercise such remedies, and without becoming liable to make any further payment:

(a) If any warranty or representation made by the Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement of any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

(b) If material adverse changes occur in the financial condition of the Recipient at any time during the term of this Agreement and the Recipient fails to cure this adverse change within thirty days from the date written notice is sent by the Division;

(c) If any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information;

(d) If the Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(11) REMEDIES

If an Event of Default occurs, then the Division shall, after thirty calendar days written notice to the Recipient and upon the Recipient's failure to cure within those thirty days, exercise any one or more of the following remedies, either concurrently or consecutively:

(a) Terminate this Agreement, provided that the Recipient is given at least thirty days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mall-return receipt requested, to the address in Paragraph (13) herein;

(b) Begin an appropriate legal or equitable action to enforce performance of this Agreement;

(c) Withhold or suspend payment of all or any part of a request for payment;

(d) Require that the Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds;

(e) Exercise any corrective or remedial actions, to include but not limited to:

1. Request additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

 Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

3. Advise the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question, or

4. Require the Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible.

(f) Exercise any other rights or remedies which may be available under law;

(g) Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Recipient.

(12) TERMINATION

(a) The Division may terminate this Agreement for cause after thirty days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, <u>Florida Statute</u>, as amended.

(b) The Division may terminate this Agreement for convenience or when it determines, in its sole discretion that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Recipient with thirty calendar days prior written notice.

(c) The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

(d) In the event that this Agreement is terminated, the Recipient will not incur new obligations for the termination portion of the Agreement after the Recipient has received the notification of termination. The Recipient will cancel as many cutstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Recipient shall not be relieved of fiability to the Division because of any breach of Agreement by the Recipient. The Division may, to the extent authorized by law, withhold payments to the Recipient for the purpose of set-off until the exact amount of damages due to the Division from the Recipient is determined.

(13) NOTICE AND CONTACT

(a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, or first class, certified mall, return receipt requested, to the representative named below, at the address below, and this notification attached to the original of this Agreement.

(b) The name and address of the Division contract manager for this Agreement is:

Ms. Helen Johnson Bureau of Mitigation Division of Emergency Management 2555 Shumard Oak Boulevard Tallahassee, Florida 32399 Telephone: (850) 922-4077 Fax: (850) 922-1259 Email: helen.johnson@em.myflorida.com

(c) The name and address of the Representatives of the Recipient responsible for the administration of this Agreement is:

> Ms. Lynn Rosetti City of Madeira Beach 300 Municipal Drive Madeira, Florida 33708 Telephone: (727) 391-9916 Fax: (727) 399-1131 Email: Irosetti@madeirabeachfl.gov

(d) In the Event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided as outlined in (13)(a) above.

(14) SUBCONTRACTS

If the Recipient subcontracts any of the work required under this Agreement, a copy of the unsigned subcontract must be forwarded to the Division for review and approval before it is executed by the Recipient. The Recipient agrees to include in the subcontract that (i) the subcontract is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the division and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. The Recipient shall document in the guarterly report the subcontractor's progress in performing its work under this Agreement.

For each subcontract, the Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in Section 288.703, <u>Florida</u> <u>Statutes</u>.

(15) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(16) ATTACHMENTS

(a) All attachments to this Agreement are incorporated as if set out fully.

(b) In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

(c) This Agreement has the following attachments:

Exhibit 1 - Funding Sources

Attachment A - Budget and Scope of Work

Attachment B -- Program Statutes and Regulations

Attachment C - Statement of Assurances

Attachment D - Request for Advance or Reimbursement

Attachment E - Justification of Advance

Attachment F - Quarterly Report Form

Attachment G - Warranties and Representations

Attachment H - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

Attachment I – Federal Funding Accountability and Transparoncy Act Instruction and Worksheet

(17) FUNDING/CONSIDERATION

(a) This is a cost-reimbursement Agreement. The Recipient shall be reimbursed for costs incurred in the satisfactory performance of work hereunder in an amount not to exceed \$172,000.00, subject to the availability of funds.

(b) Any advance payment under this Agreement is subject to Section 216.181 (16), <u>Florida</u> <u>Statutes</u>, and is contingent upon the Recipient's acceptance of the rights of the Division under Paragraph (12)(b) of this Agreement. The amount which may be advanced may not exceed the expected cash needs of the Recipient within the first three (3) months of the contract term. For a federally funded contract, and advance payment is also subject to federal OMB Circulars A-87, A-110, A-122 and the Cash Management Improvement Act of 1990. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in the Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advance payment.

(c) After the initial advance, if any, payment shall be made on a reimbursement basis as needed. The Recipient agrees to expend funds in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(d) Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. Invoices shall be accompanied by a statement signed and dated by an authorized representative of the Recipient certifying that "all disbursements made in accordance with conditions of the Division agreement and payment is due and has not been previously requested for these amounts." The supporting documentation must comply with the documentation requirements of applicable OMB Circular Cost Principles. The final invoices shall be submitted within sixty (60) days after the expiration date of the Agreement. An explanation of any circumstances prohibiting the submitted of quarterly invoices shall be submitted to the Division contract manager as part of the Recipient's quarterly reporting as referenced in Paragraph (7) of this Agreement.

If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the Federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (19) (h) of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Recipient shall submit its closeout report within thirty days of receiving notice from the Division.

(18) REPAYMENTS

All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management" and mailed directly to the following address:

Division of Emergency Management Cashier 2555 Shumard Oak Boulevard Taliahassee, Florida 32399-2100

In accordance with Section 215.34(2), <u>Florida Statutes</u>, if a check or other draft is returned to the Division for collection, Recipient shall pay the Division a service fee of \$15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(19) MANDATED CONDITIONS

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials is incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty days written notice to the Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Recipient.

(b) This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

(c) Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

(d) This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(e) The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 United States Code (U.S.C.), Section 12101 et seg.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

(f) Those who have been placed on the <u>convicted</u> vendor list following a conviction for a public entity crime or on the <u>discriminatory</u> vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

(g) Any Recipient which is not a local government of state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;

2. Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statute or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph (19)(g)2 of this certification; and

4. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

If the Recipient is unable to certify to any of the statements in this certification, then the Recipient shall attach an explanation to this Agreement.

In addition, the Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment H) for each intended subcontractor which Recipient plans to fund under this Agreement. The form must be received by the Division before the Recipient enters into a contract with any subcontractor.

(h) The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with Chapter 216, <u>Florida Statutes</u> or the Florida Constitution.

(i) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

(j) Any bills for travel expenses shall be submitted in accordance with Section 112.061, Florida Statutes.

(k) The Division reserves the right to unilaterally cancel this Agreement if the Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of chapter 119, Florida Statues, which the Recipient created or received under this Agreement.

(I) If the Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

(m) The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized allen workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA)]. The Division shall consider the employment by any contractor of unauthorized allens a violation of Section 274A (e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A (e) of the INA.

(n) The Recipient is subject to Florida's Government in the Sunshine Law (Section 286.011, <u>Florida Statutes</u>) with respect to the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All of these meetings shall be publicly noticed, open to the public, and the minutes of all meetings shall be public records, available to the public in accordance with Chapter 119, <u>Florida Statutes</u>.

(o) All unmanufactured and manufactured articles, material and supplies which are acquired for public use under this Agreement must have been produced in the United States as required under 41 U.S.C. 10a, unless it would not be in the public interest or unreasonable in cost.

(20) LOBBYING PROHIBITION

(a) No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

(b) The Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbing Activities."

3. The Recipient shall require that this certification be included in the award documents for all sub-awards (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose.

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Item 5B.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31 U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(21) COPYRIGHT, PATENT AND TRADEMARK

ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE RECIPIENT TO THE STATE OF FLORIDA.

(a) If the Recipient has a pre-existing patent or copyright, the Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

(b) If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuels, films, or other copyrightable material are produced, the Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Recipient to the State of Florida.

(c) Within thirty days of execution of this Agreement, the Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under subparagraph (b), have the right to all patents and copyrights which accrue during performance of the Agreement.

(22) LEGAL AUTHORIZATION

The Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Recipient also certifies that the undersigned person has the authority to legally execute and bind Recipient to the terms of this Agreement.

(23) <u>ASSURANCES</u> The Recipient shall comply with any Statement of Assurances incorporated as Attachment C. IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

RECIPIENT: CITY OF MADEIRA BEACH la By:,

Name and Title: Travis Palladeno, Mayor

Date: 12/19/2014

FEID#: 59- 6000 366

STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT

	A	Same	<u> </u>		
By:	1	Miles	E.A	nderson,	for

Name and Title: Bryan W. Koon, Director

1/15/2015 Date:

EXHIBIT - 1

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE RECIPIENT UNDER THIS AGREEMENT:

Federal Program: <u>Federal Emergency Management Agency: Flood Mitigation Assistance Grant</u> Catalog of Federal Domestic Assistance Number: <u>97,029</u> Amount of Federal Funding: <u>\$172,000,00</u>

THE FOLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

- OMB Circular A-110 Uniform Administrative Requirements for Grants and Cooperative Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations
- OMB Circular A-102 Uniform Administrative Requirements for Grants and Cooperative
 Agreements with State and Local Governments
- OMB Circular A-87 Cost Principles for State and Local Governments
- OMB Circular A-21 Cost Principles for Educational Institutions
- OMB Circular A-133 Audits of State, Local Governments, and Non Profit Organizations

Commonly Applicable Statutes and Regulations

- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- Sections 1361(A) of the National Flood Insurance Act of 1968 (NFIA, or "the Act"), 42
 U.S.C. 4104c, as amended by the National Flood Insurance Reform Act of 1994 (NFIRA), Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-284
- Title 44 of the Code of Federal Regulations (CFR)
- 44 CFR Part 80 Property Acquisition and Relocation of Open Space
- 44 CFR Part 10 Environmental Considerations
- 44 CFR Part 13 Uniform Administrative Requirements for Grants and cooperative Agreements to State and Local Governments
- 31 CFR Part 205 Rules and Procedures for Funds Transfers

Federal Program:

List applicable compliance requirements as follows:

- 1. Recipient is to use funding to perform the following eligible activities:
 - Acquisition of hazard prone properties
 - Retrofitting of existing buildings and facilities
 - Elevation of flood prone structures
 - Retrofitting of existing buildings and facilities for shelters
 - Mitigation Planning Project
 - Localized Minor Drainage Improvement
 - Intermediate Stormwater Drainage System
 - Major Flood Control Drainage System
 - Other projects that reduce future disaster losses

2. Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.

NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Foderal Programs and State Projects included in Exhibit 1 be provided to the Recipient.

Attachment A Budget and Scope of Work City of Madeira Beach

Property Owners: Bryan Johnson, Wood Company Development, LLC Property Address: 905 Bay Point Drive, Madeira Beach, Florida 33708

Scope of Work

The scope of work for this Mitigation Reconstruction project is to demolish the existing residence at 905 Bay Point Drive in Madeira Beach, Florida and build a new structure on the same site that is code-compliant, hazard-resistant and constructed on an elevated foundation system. The newly constructed and elevated structure shall be no more than ten (10) percent greater than that of the original structure. The new structure will have a minimum lowest finished floor elevation of fifteen (15) feet NAVD which is three (3) feet above the Base Flood Elevation of twelve (12) feet. Any enclosed space at grade level will have hydrostatic vents and can only be used for storage or parking. The new residence will be designed and constructed in compliance with the National Flood Insurance Program requirements and all applicable local, state and federal code and permitting requirements

The property owners may select the contractors of their choosing to demolish the current home and reconstruct a new residence. Madelra Beach will follow local, state, and federal procurement guidelines when selecting and contracting for services. Madeira Beach will assist the property owners with the procurement and contracting process as applicable.

<u>Tasks</u>

Task 1

The recipient shall enter into a Flood Mitigation Project Agreement between the City of Madeira Beach and the property owners that passes along the terms of this Federally-funded Subgrant Agreement. The agreement for miligation reconstruction will be between the property owners and the selected elevation contractor.

Recipient will ensure that any agreement between property owners and contractor will contain the language from Section 14 (Subcontracts) of this agreement. The recipient will review and concur with property owners' selection of contractor(s) to ensure work proposed and cost fit within the grant eligible costs and budget.

The property owners shall be responsible for furnishing or contracting for all labor, materials, equipment, tools, transportation and supervision and for performing all work per sealed engineering designs and construction plans presented to the Division by the recipient and subsequently approved by the Division and FEMA.

The recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects. The recipient will provide an executed

"Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed. The recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by selected contractor.

All recipient contracts with contractors and/or subcontractors will be provided to the Division by the recipient prior to execution.

Task 2

The recipient shall monitor and manage the reconstruction of the new home in accordance with sealed engineering designs and construction plans approved by the local building official and presented to the Division by the recipient. The recipient shall ensure that all applicable state, local and federal laws and regulations are followed and documented, as appropriate. The foundation of the elevated home will be designed in consultation with a PE/structural engineer and will meet all Madeira Beach codes. In addition, Madeira Beach will be permitting and conducting inspections as needed. The completed work shall comply with all Federal, State and Local Rules and Regulations.

Construction activities will be completed by a qualified and licensed Florida contractor. The recipient must complete the project in accordance will all required permits. All work will be completed in accordance with applicable codes and standards.

Upon completion of the work, the recipient will schedule and participate in a final inspection of the completed project by the local building official, if applicable. Any deficiencies found during this final inspection will be corrected by the recipient prior to recipient's submittal of the final inspection request to the Division.

The recipient will submit a final copy of the project's as-built drawings and necessary supporting documentation, and will provide a summary of all contract scope of work changes, if any,

Additional documentation will include:

- 1. Local Building Official Building Permit
- 2. Certificate of Occupancy/Completion from a local building official as applicable
- 3. Color photographs of completed project sites
- Signed notices from the affected property owner in the SFHA that the recipient will record a Deed Notice applicable to their property, as described in 6, below, and that they will maintain flood insurance.

- Verification that the property located within a SFHA is covered by an NFIP flood insurance policy to the amount at least equal to the project cost or to the maximum limit of coverage made available with respect to the particular property, whichever is less.
- 6. Confirmation that the recipient (or property owner) has legally recorded with the county or appropriate jurisdiction's land records a notice that includes the name of the current property owner (including book/page reference to record of current title, if readily available), a legal description of the property, and the following notice of flood insurance requirements:

"This property has received Federal hazard mitigation assistance. Federal law requires that flood insurance coverage on this property must be maintained during the life of the property regardless of transfer of ownership of such property, pursuant to 42 U.S.C. §5154a, failure to maintain flood insurance on this property may prohibit the owner from receiving Federal disaster assistance with respect to this property in the event of a flood disaster. The property owner is also required to maintain this property in accordance with the floodplain management criteria of 44 CFR 60.3 and City/County Ordinances."

- Letter verifying compliance with the National Historic Preservation Act, to include if archaeological material or human remains were encountered during project activities, and if so, how they were handled.
- Copy of the publication and affidavit of public notice along with all public comments and resolutions. If a meeting was held in lieu of a publication, a copy of the meeting minutes and sign in sheet must be provided.
- Information on the methods and locations unusable equipment, debris and material were disposed of. All material must be disposed of in an approved manner and location.
- Letter verifying whether or not any hazardous materials were encountered during project activities and copies of all required hazardous waste permits required by local, state or federal agencies.

Task 3

During the course of this agreement the recipient is required to submit requests for reimbursement. Adequate and complete source documentation is required to be submitted to support all costs (federal share and local share) related to the project. The recipient shall submit to the Division requests for reimbursement of actual construction and administrative costs related to the project as identified in the project application, sealed engineering designs, and construction plans. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The recipient is required to submit an Affidavit signed by the recipient's project manager with each reimbursement request attesting to the completion of the work, disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested. The requests for reimbursement will include:

- Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information.
- Proof of payment from the recipient to the contractor, subcontractor, and/or vendor for involced services.
- 3. Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

The recipient must maintain accurate time records. The recipient must ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation must agree with the requested billing period. All costs submitted for reimbursement must contain adequate source documentation which may include but not be limited to: cancelled checks, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

Construction Expense: The recipient will pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Recipient will ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

Administrative Expenses: The recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits must be clearly shown.

The recipient's final request for reimbursement should include the final construction project cost. Supporting documentation must show that all contractors and subcontractors have been paid. The Division will review all submitted requests for reimbursement for basic accuracy of information. Further, the Division will ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division will verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third party in-kind services, if applicable, will be conducted by the Division in coordination with the recipient.

Task 4

The recipient shall provide the Division with quarterly reports. These reports shall include the current status and progress by the recipient and all subrecipients and subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this agreement, in addition to any other information requested by the Division. Quarterly reports are due to the Division no later than 15 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

Task 5

Upon completion of the project, the recipient shall provide the Division with a request for closeout and final inspection. The close-out documentation and final inspection must be submitted by the recipient and received by the Division at the times provided in this agreement prior to the processing of a final reimbursement.

The close-out documentation and final inspection is due 60 days after termination of this Agreement or 60 days after completion of the activities contained in this Agreement, whichever first occurs. Required close-out documentation includes, but is not limited to:

- 1. Proof of Insurance
- 2. Deed Notice
- 3. Building Permits
- 4. New Elevation Certificate After Construction
- Model Acknowledgement of Conditions for Mitigation in Special Flood Hazard Area (SFHA)
- 6. AW-501 Form
- 7. Verification of compliance regarding archaeological material or human remains.
- 8. Letter providing information on debris disposal.
- 9. Letter disclosing any discovery of hazardous materials.
- Certification from the Local Building Official or a licensed design professional verifying that the structure was designed and constructed to the local, state and federal codes.
- 11. Verification that the final square footage is within ten (10) percent of the original structure's square footage.
- 12. Local Government Statement Regarding EHP (Environmental & Historic Preservation) Compliance to the Scope of Work

Deliverables

Mitigation activities for this project consist of demolishing the existing residence at 905 Bay Point Drive in Madeira Beach, Florida and building a new structure on an elevated foundation system. The new structure will have a minimum lowest finished floor elevation of fifteen (15) feet NAVD which is three (3) feet above the Base Flood Elevation of twelve (12) feet. Any enclosed space at grade level will have hydrostatic vents and can only be used for storage or parking. The new residence will be designed and constructed in compliance with the National Flood Insurance Program requirements and all applicable local, state and federal code and permitting requirements

Provided the Subgrantee performs in accordance with the Scope of Work outlined in this Agreement, the Division will reimburse the Subgrantee based on the percentage of overall project completion.

Project Requirements and Conditions:

Environmental:

- The recipient must follow all applicable state, local and federal laws, regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding. If project work is delayed for a year or more after the date of the categorical exclusion (CATEX), then coordination with and project review by regulatory agencies must be redone.
- Any change, addition or supplement to the approved Scope of Work that alters the project (including other work not funded by FEMA, but done substantially at the same time), regardless of the budget implications, will require re-submission of the application to FEMA through the Division for National Environmental Policy Act (NEPA) reevaluation before starting project work.
- Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.
- 4. In the event of an unexpected discovery involving an undertaking that has affected a previously unidentified historic property, human remains, or affected a known historic property in an unanticipated manner, the recipient should cease all activities involving subsurface disturbance in the immediate vicinity of such discoveries and take all reasonable measures to avoid or minimize harm to the property. The recipient, or other designee, should contact the Florida Department of State, Division of Historical Resources, Review and Compliance Section at 850.245.6333 or 800.847.7278, as well as the Division and FEMA. Project activities should not resume without verbal and/or written authorization for the Division of Historical Resources and FEMA. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately and the proper authorities notified in accordance with Section 872.05, *Florida Statutes.*

- Recipient shall provide a copy of the public notice and copies of any feedback received and resolution of those comments.
- 6. Unusable equipment, debris and material shall be disposed of in an approved manner and location. In the event significant items (or evidence thereof) are discovered during implementation of the project, Recipient shall handle, manage, and dispose of petroleum products, hazardous materials and toxic waste in accordance to the requirements and to the satisfaction of the governing local, state and federal agencies. Failure to comply with these conditions may jeopardize FEMA funding; verification of compliance will be required at project closeout.
- 7. If any asbestos containing material, lead-based paint, or other hazardous materials are found during remediation or repair activities, the Recipient must comply with all federal, state, local abatement and disposal requirements. Coordination with the FDEP Division of Air Resource Management or the local pollution control agency PRIOR to any demolition or renovations of buildings that contain asbestos or asbestos-containing materials is required. Failure to comply with these conditions may jeopardize FEMA funding; verification of compliance will be required at project closeout.

Programmatic:

- 1. The Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.
- A change in the scope of work MUST be approved by the Division and FEMA in advance regardless of the budget implications.
- 3. The Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)] from the Division and FEMA.
- 4. Any extension of the Period of Performance must be submitted to FEMA 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension must be in writing and submitted along with substantiation of a new expiration date and a new schedule of work to the Division a minimum of seventy (70) days prior to the expiration date for Division processing to FEMA.
- The Recipient must avoid duplication of benefits between FMA and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification provided in 44 CFR 206.191.

Financial Consequences

If the recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

- Temporarily withhold cash payments pending correction of the deficiency by the recipient;
- 2. Disallow all or part of the cost of the activity or action not in compliance;
- 3. Wholly or partly suspend or terminate the current award for the recipient's program;
- 4. Withhold further awards for the program; or
- 5. Take other remedies that may be legally available.

Budget

Funding Summary

Federal Share:	\$ 172,000.00 (100%)
Non-Federal Share:	<u>\$(0%)</u>
Total Project Cost:	\$ 172,000.00 (100%)

The Florida Division of Emergency Management (FDEM) shall reimburse eligible costs for this project up to \$172,000.00 (federal share).

Eligible Expanditures

The categories outlined below-are generally considered eligible for reimbursement under the Flood Mitigation Assistance Program. Only reasonable eligible expenses may be reimbursed. The recipient shall provide the Division with a detailed listing of project expenditures, classified according to the listed categories, as part of any request for payment. Any expenditure that does not clearly fall under the specified categories shall be submitted to the Division for review and determination of funding eligibility under the Flood Mitigation Assistance Program.

Preliminary cost estimates for this project have been provided to the Division, and those costs that are eligible have been incorporated into the categories outlined below. The amounts set forth below are estimates, and the recipient may allow the Property Owner to exceed the estimates and be reimbursed for 100% of expenditures in a category, provided that the total reimbursement shall not exceed \$172,000.00 (federal share).

FEMA Guidelines allow grant funds to be used to cover certain pre-award costs. Preaward costs are defined as those costs incurred after the Hazard Mitigation Assistance (HMA) application period has opened, but prior to the date of the grant award or final approval. To be eligible for HMA funding, pre-award costs must be directly related to developing the application or subapplication, and identified as a separate line item in the cost estimate of the subapplication.

The Recipient will be reimbursed for pre-award costs separately identified in the subarantee application that were incurred after July 19, 2013, but before June 25, 2014.

Eligible Cost Item	Total Cost	Federal Share (100%)	Non-Federal Share (0%)
Pre-Award Costs for Application Development	\$3,000.00	\$3,000.00	\$ 0.00
Engineering and project scoping	\$5,500.00	\$5,500.00	\$0.00
Demolition/Reconstruction	\$150,000.00	\$150,000.00	\$ 0.00
Project/Construction Management	\$5,000.00	\$5,000.00	\$ 0.00
Permits	\$3,500.00	\$3,500.00	\$ 0.00
Subapplicant Management Cost	\$5,000.00	\$5,000.00	\$ 0.00
TOTAL COST	\$172,000.00	\$172,000.00	\$ 0.00

Schedule of Work After Contract Execution

TASK	STARTING POINT	DURATION	TOTAL DAYS
Mitigation offer to homeowner	1	1	30
Architectural design	2	90	120
Permitting	3	60	180
Demolition/Reconstruction	4	180	360
Record deed	5	30	390
City and State inspections	6	90	480
Project closeout	7	30	510

This project was awarded on July 25, 2014 and the Period of Performance (POP) for the project expires on January 9, 2017.

Attachment B

Program Statutes and Regulations

The parties to this Agreement and the Flood Miligation Assistance Grant Program (FMA) are generally governed by the following statutes and regulations:

- (1) The Robert T. Stafford Disaster Relief and Emergency Assistance Act;
- (2) 44 CFR Parts 7, 9, 10, 13, 14, 17, 18, 25, 206, 220, and 221, and any other applicable FEMA policy memoranda and guidance documents:
- (3) State of Florida Administrative Plan for the Hazard Mitigation Grant Program;
- (4) Hazard Mitigation Long-term Recovery Guidance; and
- (5) All applicable laws and regulations delineated in Attachment C of this Agreement.
- In addition to the above statutes and regulations, the Recipient must comply with the following:

The Recipient shall fully perform the approved flood mitigation project, as described in the Application and Attachment A (Budget and Scope of Work) attached to this Agreement, in accordance with approved scope of work indicated therein, the estimate of costs indicated therein, the allocation of funds indicated therein, and the terms and conditions of this Agreement. The Recipient shall not deviate from the approved project and the terms and conditions of this Agreement. The Recipient shall comply with any and all applicable codes and standards in performing work funded under this Agreement, and shall provide any appropriate maintenance and security for the project.

Any development permit issued by, or development activity undertaken by, the Recipient and any land use permitted by or engaged in by the Recipient, shall be consistent with the local comprehensive plan and land development regulations prepared and adopted pursuant to Chapter 163, Part II, Florida Statutes. Funds shall be expanded for, and development activities and land uses authorized for, only those uses which are permitted under the comprehensive plan and land development regulations. The Recipient shall be responsible for ensuring that any development permit issued and any development activity or land use undertaken is, where applicable, also authorized by the Water Management District, the Florida Department of Environmental Protection, the Florida Department of Health, the Florida Game and Fish Commission, and any Federal, State, or local environmental or land use permitting authority, where required. The Recipient agrees that any repair or construction shall be in accordance with applicable standards of safety, decency, and sanitation, and in conformity with applicable codes, specifications and standards.

The Recipient will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the completed work conforms with the approved plans and specifications and will furnish progress reports and such other information to FMA as may be required.

If the Flood mitigation project described in Attachment A includes an acquisition or relocation project, than the Recipient shall ensure that, as a condition of funding under this Agreement, the owner of the affected real property shall record in the public records of the county where it is located the following covenants and restrictions, which shall run with and apply to any property acquired, accepted, or from which a structure will be removed pursuant to the project.

(1) The property will be dedicated and maintained in perpetuity for a use that is compatible with open space, recreational, or watlands management practices;

- (2) No new structure will be erected on property other than:
 - a public facility that is open on all sides and functionally related to a designed open space;
 - b. a restroom; or
- (3) A structure that the Director of the Federal Emergency Management Agency approves in writing before the commencement of the construction of the structure;
- (4) After the date of the acquisition or relocation no application for disaster assistance for any purpose will be made to any Federal entity and no disaster assistance will be provided for the property by any Federal source; and
- (5) If any of these covenants and restrictions is violated by the owner or by some third party with the knowledge of the owner, fee simple title to the Property described herein shall be conveyed to the Board of Trustees of the internal improvement Trust Fund of the State of Florida without further notice to the owner, its successors and assigns, and the owner, its successors and assigns shall forfeit all right, title and interest in and to the property.

FMA Contract Manager will evaluate requests for cost overruns and submit to the regional Director written determination of cost overrun eligibility. Cost overruns shall meet Federal regulations set forth in 44 CFR 206.438(b).

The National Environmental Policy Act (NEPA) stipulates that additions or amendments to a FMA Recipient Scope of Work (SOW) shall be reviewed by all State and Federal agencies participating in the NEPA process. You are reminded that no construction may occur in this phase that a full environmental review must be completed prior to funding Phase II.

As a reminder, the Recipient must obtain prior approval from the State, before implementing changes to the approved project Scope of Work (SOW). Per the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments:

- (1) For Construction projects, the grantee must "obtain prior written approval for any budget revision which result in a need for additional funds" (44 CFR 13(c)):
- (2) A change in the Scope of Work must be approved by FEMA in advance regardless of the budget implications; and
- (3) The Recipient must notify the State as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion. Any extensions of the period of performance must be submitted to FEMA sixty days prior to the project expiration date.

STATEMENT OF ASSURANCES

The Recipient assures that it will comply with the following statutes and regulations to the extent applicable:

- (1) 53 Federal Register 8034
- (2) Federal Acquisition Regulations 31.2
- (3) Section 1352, Title 31, US Code
- (4) OMB Circulars A-21, A-87, A-110, A-122
- (5) Chapter 473, Florida Statutes
- (6) Chapter 216, Florida Statutes
- (7) Section 768.28, Florida Statutes
- (8) Chapter 119, Florida Stetutes
- (9) Section 216.181(6), Florida Statutes
- (10) Cash Management Improvement Act Of 1990

- (11) American with Disabilities Act
- (12) Section 112,061, Florida Statutes
- (13) Immigration and Nationality Act
- (14) Section 286.011, Florida Statues
- (15) E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 66, Common Rule
- (16) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
- (17) Title I of the Omnibus Crime Control and Safe Streets Act of 1968
- (18) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
- (19) 28 CFR applicable to grants and cooperative Agreements
- (20) Omnibus Crime Control and Safe Streets Act of 1968, as amended
- (21) 42 U.S.C. 3789(d) or Victims of Crime Act (as appropriate)
- (22) Section 504 of the Rehabilitation Act of 1973, as amended
- (23) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990)
- (24) 28 CFR, Pert 42, Subparts C, D, E, and G
- (25) Department of Justice regulations on disability discrimination, 28 CFR, Part 35 and Part 39
- (26) 42 U.S.C. 5154a
- (27) 44 CFR, Part 60.3 and City/County Ordinance

Attachment C

Statement of Assurances

To the extent the following provisions apply to this Agreement, the Recipient certifies that:

- It possesses legal authority to enter into this Agreement and to carry out the proposed program;
- (b) Its governing body has duly adopted or passed as an official act of resolution, motion or similar action authorizing the execution of the hazard mitigation agreement with the Division of Emergency Management (DEM), including all understandings and assurances contained in it, and directing and authorizing the Recipient's chief administrative officer or designee to act in connection with the application and to provide such additional information as may be required;
- (c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall receive any share or part of this Agreement or any benefit. No member, officer, or employee of the Recipient or its designees or agents, no member of the governing body of the locality in which this program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work be performed in connection with the program assisted under this Agreement. The Recipient shall incorporate, in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above;
- (d) All Recipient contracts for which the State Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the Recipient for allgible contract work completed prior to the date the notice of suspension of funding was received by the Recipient. Any cost incurred after a notice of suspension or termination is received by the Recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Division. All Recipient contracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event;
- (e) It will comply with:
 - (1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and
 - (2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.
- (f) It will comply with
 - (1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Recipient, this assurance shall obligate the Recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is

used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

- (2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualifies handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;
- (3) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship;
- (g) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to Section 112.313 and Section 112.3135, <u>Florida Statutes</u>:
- (h) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Section 51 which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities;
- It will comply with the provisions of 18 U.S.C. 594, 598, 600-605 (further known as the Hatch Act) which limits the political activities of employees;
- (i) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4002-4107, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;

For sites located within Special Flood Hazard Areas (SFHA), the Recipient must include a FEMA Model Acknowledgement of Conditions of Mitigation of Property in a Special Flood Hazard Area with FEMA Grant Funds executed by the title holder with the closeout request verifying that certain SFHA requirements were satisfied on each of the properties. The Model Acknowledgement can be found at www.fema.gov/governmenta/grant/sfha_conditions.shtm

- (k) It will require every building or facility(other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the "Uniform Federal Accessibility Standards," (AS) which is Appendix A to 41 CFR Section 101-19.6 for general type buildings and Appendix A to 24 CFR, Part 40 for residential structures. The Recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;
- It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (U.S.C. 470), Executive Order 11593, 24 CFR, Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (16 U.S.C. 469a-1, et seq.) by;
 - (1) Consulting with the State I listopic Preservation Office to identity properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR, Section 800.8) by the proposed activity; and

- (2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.
- (3) Abiding by the terms and conditions of the "Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)" which addresses roles and responsibilities of Federai and State entities in Implementing Section 106 of the National Historic Preservation Act (NHPA), 16 U.S.C. 470(f), and implementing regulations in 36 CFR, Part 800.
- (4) When any of the Recipient's projects funded under this Agreement may affect a historic property, as defined in 36 CFR, Part 800 (2)(e), the Federal Emergency Management Agency (FEMA) may require the Recipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards), the Secretary of the Interior's Guidelines for Archeological Documentation (Guidelines) (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the Standards, the Recipient agrees to participate in consultations to develop, and after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.
- (5) The Recipient agrees to notify FEMA and the Division if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation of footings and foundations, and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO's opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise the Recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery or archeological data from the property.

If the Recipient is unable to avoid the archeological property, develop, in consultation with SHPO, a treatment plan consistent with the **Guidelines** and take into account the Advisory Council on Historic Preservation (Council) publication "Treatment of Archeological Properties". The Recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within 15 calendar days of receipt of the treatment plan, FEMA may direct the Recipient to implement the treatment plan. If either the Council or the SHPO object, Recipient shall not proceed with the project until the objection is resolved.

(6) The Recipient shall notify the Division and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify a HMGP project for a National Register eligible or listed property; (c) If it appears that a project funded under this Agreement will affect a previously unidentified property that may be eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. The Recipient acknowledges that FEMA may require the Recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. The Recipient further acknowledges that FEMA may require the Recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. The Recipient further acknowledges that FEMA may require the Recipient to take all reasonable measures to avoid or minimize harm to such property until FEMA concludes

consultation with the SHPO. The Recipient also acknowledges that FEMA will require, and the Recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

- (7) The Recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHPA, the Recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse affect to occur.
- (m) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
- It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4521-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- (o) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- (p) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C. 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;
- (q) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto;
- (r) It will comply with the Laboratory Animal Welfare Act of 1966, (7 U.S.C. 2131-2159), pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this Agreement;
- (s) It will comply with Title VIII of the Civil Rights Act of 1968, (42 U.S.C 2000c and 42 U.S.C. 3601-3619), as emended, relating to non-discrimination in the sale, rental, or financing of housing, and Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin;
- (t) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7642;
- (u) It will comply with the Clean Water Act of 1977, as amended, 42 U.S.C. 7419-7626
- (v) It will comply with the endangered Species Act of 1973, 16 U.S.C. 1531-1544;
- (w) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4728-4763;
- (x) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 270;
- (y) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;
- (z) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 469a, et seq.:
- It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding nondiscrimination;

- (bb) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j, regarding the protection of underground water sources;
- (cc) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs;
- (dd) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;
- (ee) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice);
- (ff) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3510;
- (gg) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-1464; and
- (bh) It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-666.
- (ii) With respect to demolition activities, it will:
 - (1) Create and make available documentation sufficient to demonstrate that the Recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.
 - (2) Return the property to its natural state as though no improvements had ever been contained thereon.
 - (3) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in the Recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the County Health Department.
 - (4) Provide documentation of the inspection results for each structure to indicate:
 - a. Safety Hazard Present
 - b. Health Hezards Present
 - c. Hazardous Materials Present
 - (5) Provide supervision over contractors or employees employed by the Recipient to remove asbestos and lead from demolished or otherwise applicable structures.
 - (6) Leave the demolished site clean, level and free of debris.
 - (7) Notify the Division promptly of any unusual existing condition which hampers the contractor's work.
 - (8) Obtain all required permits.
 - (9) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks localed on each site. Provide documentation of closures.

- (10) Comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).
- (11) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 CFR, Part 15 and 61). This clause shall be added to any subcontracts.
- (12) Provide documentation of public notices for demolition activities.

Attachment D

DIVISION OF EMERGENCY MANAGEMENT

REQUEST FOR ADVANCE OR REIMBURSEMENT OF HAZARD MITIGATION ASSISTANCE PROGRAM FUNDS

RECIPIENT N	AME: City of	Madeira Beach				- -
REMIT ADDR	ESS: 300 M	unicipal Drive				
CITY, STATE,	ZIP CODE:	Madeira Beach,	Florida 33708		*** <u>**********************************</u>	
PAYMENT #: AGREEMENT#:						
FEMA TRACKING #: INVOICE PERIOD: to) 		
Eligible Amount	Obligated Federal	Obligated Non-Federal	Previous	Current	DEM Use Only	
100%	_%	%	Payments	Request	Approved	Comments
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	та	TAL CURRENT	REQUEST:	\$	<u> </u>	
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I certify that to the best of my knowledge and belief the above accounts are correct, and that all disbursements were made in accordance with all conditions of the Division agreement and payment is due and has not been previously requested for these amounts.

RECIPIENT SIGNATURE:		
NAME AND TITLE:	an - tameramintaling over the gradematching over every statematic	DATE:
APPROVED PROJECT TOTAL	\$	
ADMINISTRATIVE COST	\$	GOVERNOR'S AUTHORIZED REPRESENTATIVE
APPROVED FOR PAYMENT	\$	DATE

Attachment D (Continued)

DIVISION OF EMERGENCY MANAGEMENT

SUMMARY OF DOCUMENTATION IN SUPPORT OF AMOUNT CLAIMED FOR ELIGIBLE DISASTER WORK UNDER THE HAZARD MTIGATION ASSISTANCE PROGRAM

RECIPIENT: City of Madeira Beach **DISASTER #:**

AGREEMENT#: 15FM-J2-08-62-02-272

FEMA TRACKING #:

Applicant's Reference No. (Warrant, Voucher, Claim check, or Schedule No.)	Date of delivery of articles, completion of work or performance services.	DOCUMENTATION List documentation (applicant's payroll, material out of applicant's stock, applicant owned equipment and name of vendor or contractor) by category and line item in the approved project application and give a brief description of the articles or services.	Applicant's Eligible Costs 100%
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TOTAL

Attachment E

JUSTIFICATION OF ADVANCE PAYMENT

RECIPIENT: City of Madeira Beach

If you are requesting an advance, indicate same by checking the box below,

[___] ADVANCE REQUESTED

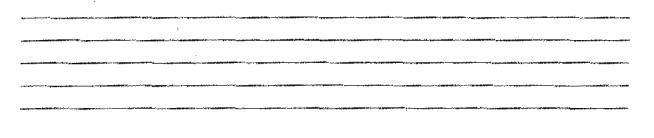
Advance payment of §______ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

If you are requesting an advance, complete the following chart and line item justification below.

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	2020 Anticipated Expenditures for the First Three Months of Contract
For Example ADMINISTRATIVE COSTS (Include Secondary Administration)	
For Example PROGRAM EXPENSES	
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION (For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Taitahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance).



Attachment F

DIVISION OF EMERGENCY MANAGEMENT HAZARD MITIGATION GRANT PROGRAM QUARTERLY REPORT FORM

RECEIPT City of Madeira Beach	PROJECT #: FMA-PJ-04-FL-2013-044
PROJECT TYPE:	AGREEMENT# 15FM-J2-08-62-02-272
DISASTER NUMBER:	QUARTER ENDING:
Provide amount of advance funds disbursed for per	od (if applicable): _\$
Provide reimbursement projections for this project:	
July-Sep 20\$Oct-Dec 20\$Ja July-Sep 20\$Oct-Dec 20\$Ja	an-Mar 20\$ Apr-June 20\$ an-Mar 20\$ Apr-June 20\$
Percentage of Work Completed (may be confirmed	by state inspector's):%
Project Proceeding on Schedule: [] Yes	[] No
Describe milestones achieved during this quarter:	
Provide a schedule for the remainder of work to proj	*
Describe problems or circumstances affecting comp	letion date, milestones, scope of work, and cost:
Cost Status: : [] Cost Unchanged [] Additional Comments/Elaboration:	Under Budget [] Over Budget
NOTE: Division of Emergency Management (DEM) at any time. Events may occur between quarterly re project, such as, anticipated overruns, changes in so soon as these conditions become known, otherwise subgrant award.	ports, which have significant impact upon your cope of work, etc. Please contact the Division as

Name and Phone Number of Person Completing This Form

Attachment G

Warranties and Representations

Financial Management

Recipient's financial management system must provide for the following:

- (1) Accurate, current and complete disclosure of the financial results of this project or program.
- (2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.
- (3) Effective control over and accountability for all funds, property and other assets. Recipient shall safeguard all such assets and assure that they are used solely for authorized purposes.
- (4) Comparison of expenditures with budget amounts for each Request For Payment. Whenever appropriate, financial information should be related to performance and unit cost data.
- (5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the applicable OMB cost principles and the terms and conditions of this Agreement.
- (6) Cost accounting records that are supported by backup documentation.

Competition

All procurement transactions shall be done in a manner to provide open and free competition. The Recipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure excellent contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, and invitations for bids and/or requests for proposals shall be excluded from competing for such procurements. Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the Recipient, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill in order for the bid or offer to be evaluated by the Recipient. Any and all bids or offers may be rejected when it is in the Recipient's interest to do so.

Codes of Conduct

The Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by public grant funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to subcontracts. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.

Business Hours

The Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

Licensing and Permitting

All subcontractors or employees hired by the Recipient shall have all ourrent licenses and permits required for all of the particular work for which they are hired by the Recipient.

Attachment H

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Contractor Covered Transactions

- (1) The prospective subcontractor of the Recipient, ______, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Recipient's subcontractor is unable to certify to the above statement, the prospective contract shall attach an explanation to this form.

CONTRACTOR

By:

Signature

Name and Title

Street Address

City, State, Zip

City of Madeira Beach Recipient's Name

veolbient a Marrie

15FM-J2-08-62-02-272 DEM Agreement Number

FMA-PJ-04-FL-2013-044

FEMA Project Number

Date

Item 5B.

Attachment I

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT INSTRUCTIONS AND WORKSHEET

PURPOSE: The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on federal awards (federal assistance and expenditures) be made available to the public via a single, searchable website, which is http://www.usaspending.gov/.

The FFATA Sub-award Reporting System (FSRS) is the reporting tool the Florida Division of Emergency Management ("FDEM" or "Division") must use to capture and report sub-award and executive compensation data regarding first-tier sub-awards that obligate \$25,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a) (2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

Note: This "Instructions and Worksheet" is meant to explain the requirements of the FFATA and give clarity to the FFATA Form distributed to sub-awardees for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

ORGANIZATION AND PROJECT INFORMATION

The following information must be provided to the FDEM prior to the FDEM's issuance of a subaward (Agreement) that obligates \$25,000 or more in federal funds as described above. Please provide the following information and return the signed form to the Division as requested.

PROJECT #: FMA-PJ-04-FL-2013-044

FUNDING AGENCY: Federal Emergency Management Agency

AWARD AMOUNT: \$ 172,000.00

OBLIGATION/ACTION DATE: June 25, 2014

SUBAWARD DATE (if applicable):

DUNS#: 962480740

DUNS# +4:

 \sim

*If your company or organization does not have a DUNS number, you will need to obtain one from Dun & Bradstreet at 866-705-5711 or use the web form (http://fedgov.dnb.com/webform). The process to request a DUNS number takes about ten minutes and is free of charge.

BUSINESS NAME:					
DBA NAME (IF APPLICABLE):			······································		
PRINCIPAL PLACE OF BUSINESS AD	DRESS:				
ADDRESS LINE 1:	······································	••••		A-MARINESAAMAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAA	
ADDRESS LINE 2:			·····		www.cov.tv.+
ADDRESS LINE 3:					
СПҮ	STATE		ZIP CODE+4**		

PARENT COMPANY DUNS# (if applicable):

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#):

DESCRIPTION OF PROJECT (Up to 4000 Characters)

The scope of work for this Mitigation Reconstruction project is to demolish the existing residence at 905 Bay Point Drive in Madeira Beach, Florida and build a new structure on the same site that is code-compliant, hazard-resistant and constructed on an elevated foundation system. The newly constructed and elevated structure shall be no more than ten (10) percent greater than that of the original structure. The new structure will have a minimum lowest finished floor elevation of fifteen (15) feet NAVD which is three (3) feet above the Base Flood Elevation of twelve (12) feet. Any enclosed space at grade level will have hydrostatic vents and can only be used for storage or parking. The new residence will be designed and constructed in compliance with the National Flood Insurance Program requirements and all applicable local, state and federal code and permitting requirements

PRINCIPAL PLACE OF PROJECT PERFORMANCE (IF DIFFERENT THAN PRINCIPAL PLACE OF BUSINESS):

ADDRESS LINE 1:			
ADDRESS LINE 2:			
ADDRESS LINE 3:			· · · · · · · · · · · · · · · · · · ·
	STATE	ZIP CODE+4**	

CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:

**Providing the Zip+4 ensures that the correct Congressional District is reported.

EXECUTIVE COMPENSATION INFORMATION:

 In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 CFR 170.320; , (b) \$25,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?

Yes 🗌 🛛 No 🖂

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) Section 6104 of the Internal Revenue Code of 1986?
Yes
No

If the answer to Question 2 is "Yes," move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at http://www.sec.gov/answers/execomp.htm. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]

If the answer to Question 2 is "No" FFATA reporting is required. Provide the information required in the "TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR" appearing below to report the "Total Compensation" for the five (5) most highly compensated "Executives", in rank order, in your organization. For purposes of this request, the following terms apply as defined in 2 CFR Ch. 1 Part 170 Appendix A:

"Executive" is defined as "officers, managing partners, or other employees in management positions".

<u>"Total Compensation"</u> is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

- i. Salary and bonus.
- Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax-qualified.
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR

(Date of Fiscal Year Completion

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Rank (Highest to Lowest)	Name (Last, First, MI)	Title	Total Compensation for Most Recently Completed Fiscal Year					
1								
2			······					
3	· · · · · · · · · · · · · · · · · · ·		·					
4								
5 .								

THE UNDERSIGNED CERTIFIES THAT ON THE DATE WRITTEN BELOW, THE INFORMATION PROVIDED HEREIN IS ACCURATE.

SIGNATURE: Vincent M. Tenestia Assistant City Manager NAME AND TITLE: DATE: 119 14 12



Dec. 20, 2023 DR-4734-FL NR 057 State News Desk: (850) 815-4940 | <u>media@em.myflorida.com</u> FEMA News Desk: (407) 548-6055 | <u>FEMA-Idalia-FL-newsdesk@FEMA.DHS.gov</u>

News Release

Keep In Contact With FEMA

LAKE MARY, Fla. – For those Floridians who have applied for assistance from FEMA, it is very important to stay in touch with FEMA. Please contact FEMA to provide any new information about your application or get answers to your questions regarding your eligibility status.

When contacting FEMA, please refer to the nine-digit application number you were issued when you applied. This number is included in all correspondence you receive from FEMA.

Missing or outdated material could delay an application. Information that may need to be updated includes:

- Your current housing situation, phone number or mailing address.
- Adding or removing the name of a person designated to speak for you.
- Adding or changing names of household members and number of people living in the home.
- Insurance Documentation
- Documents to support appeal request. (Estimates, Receipts)
- Updating your payment preference.

To update your information, you can create an account at <u>DisasterAssistance.gov</u>, or call the Helpline at 800-621-3362. The telephone line is open every day from 7 a.m. to 10 p.m. ET. An updated holiday schedule for the line will be announced when it is available. Help is available in many languages. If you use a relay service such as VRS, captioned telephone service or others, please give FEMA your number for that service.

For the latest information on Florida's recovery from Hurricane Idalia, visit <u>floridadisaster.org/updates/</u> and <u>fema.gov/disaster/4734</u>. Follow FEMA on X, formerly known as Twitter, at <u>twitter.com/femaregion4</u> and at <u>facebook.com/fema</u>.

###

FEMA's mission is helping people before, during and after disasters.

All FEMA disaster assistance will be provided without discrimination on the grounds of race, color, sex (including sexual harassment), sexual orientation, religion, national origin, age, disability, limited English proficiency, economic status. If you believe your civil rights are being violated, you can call the Civil Rights Resource line at 833-285-7448.



What is mitigation?

Mitigation is the reduction or elimination of potential risk to life and/or property. Mitigation is a cost-effective way to avoid future damage from disasters, such as flooding or high winds. Some mitigation projects are designed to protect life safety during a high wind event, such as safe rooms.

Is there grant funding for safe room projects?

There is one federal mitigation grant program that the Florida Division of Emergency Management (FDEM) administers under which residential safe room projects are eligible.

Hazard Mitigation Grant Program (HMGP)

This program is federally funded and becomes available after a major disaster declaration. It is a cost-reimbursement grant and has a cost-share requirement of 75 percent federal and 25 percent non-federal. This means that a property owner would be responsible for paying 100 percent of the costs up front and as approved project work is completed and proper documentation is submitted, the property owner would be reimbursed up to 75 percent of the total projects cost.

Learn more at https://www.floridadisaster.org/dem/mitigation/hazard-mitigation-grant-program/.

Things to remember:

For this program, project work cannot begin until the project has been reviewed, approved, and a contract has been executed. Should any work begin before an executed contract, FEMA will not proceed with approving the project and awarding funding.

Safe rooms can be built into an existing structure or as a separate unit. Any safe room funded with federal dollars for the purpose of life safety will need to be compliant with FEMA P-361 criteria (can be found at link below). It's important to note this because FEMA distinguishes clearly between shelters and safe rooms. Shelters are designed for housing displaced residents after an incident, while safe rooms are intended for immediate life safety during a high-wind event.

https://www.fema.gov/safe-rooms https://www.fema.gov/emergency-managers/risk-management/safe-rooms/resources

Next steps:

In Florida, each county has a Local Mitigation Strategy (LMS) Working Group. These groups are made up of community stakeholders and are responsible for coordinating mitigation within the county, including maintaining the Local Mitigation Strategy plan and a prioritized project list. Under the HMGP, a resident cannot directly apply for funding and the local government would have to agree to apply their behalf and (if approved) manage the residential project.

If you are interested in pursuing mitigation grant funding for a residential safe room, the next step is to contact your county LMS Working Group to find the mitigation grant point of contact for your jurisdiction (based on the address of the relevant property) and explain what you are interested in doing. That person will be able to tell you if the local government is willing and able to apply for and manage the project. It is within the local government discretion whether or not to take on a residential mitigation project.

For your county's LMS Working Group contact, email your information to residentialmitigation@em.myflorida.com.

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Federal Insurance and Mitigation Administration

Increased Cost of Compliance Coverage The National Flood Insurance Program: Building Smarter and Safer

Increased Cost of Compliance (ICC) coverage is one of several resources for flood insurance policyholders who need additional help rebuilding after a flood. It provides up to \$30,000 to help cover the cost of mitigation measures that will reduce flood risk. ICC coverage is a part of most standard flood insurance policies available under the Federal Emergency Management Agency's (FEMA's) National Flood Insurance Program (NFIP).

Reducing Future Damage

ICC coverage provides payment to help cover the cost of mitigation activities that will reduce the risk of future flood damage to a building. When a building covered by a Standard Flood Insurance Policy suffers a flood loss and is declared to be substantially or repetitively damaged, ICC will pay up to \$30,000 to bring the building into compliance with State or community floodplain management laws or ordinances. Usually this means elevating or relocating the building so that it is above the base flood elevation (BFE). Non-residential structures may also be floodproofed. ICC coverage applies solely to buildings and only covers the cost of the compliance measures undertaken. It is filed separately from the normal flood insurance claim.

Determining Who is Eligible

In addition to being insured under the NFIP, a building must meet one of two conditions to be eligible to receive ICC coverage; it must have been either 1) determined to be substantially damaged or 2) meet the criteria of a repetitive loss structure.

• Substantial damage is the determination by the community that damage due to flood has equaled or exceeded 50 percent of the value of the building. When repaired, the building must meet local

floodplain management ordinances. If the total damage from flooding is less than 50 percent of the market value of the building, ICC coverage is not available.

Repetitive loss means that a building covered by flood insurance incurred flood-related damage two times over a period of 10 years, and that the cost of the repairs was, on the average, at least 25 percent of the market value of the building before the damage occurred each time. This applies only if the community has adopted a repetitive loss provision in the local floodplain management ordinance, and a flood insurance claim must have been paid in both cases. The combined damage total must be 50 percent of the value of the building before the damage occurred, but it need not be evenly distributed. So, if the damage was 35 percent of the value of the building in the first event and 15 percent of the value of the building in the second event, the policyholder would qualify for ICC coverage.

FINDING ADDITIONAL POLICYHOLDER INFORMATION

FEMA encourages flood insurance policyholders whose homes are damaged extensively by flood to ask their claims adjusters or insurance agents about ICC coverage.

People can get more information online at: <u>http://www.fema.gov/library/</u> <u>viewRecord.do?id=3010</u> or by calling their insurance agents.



National Flood Insurance Program Increased Cost of Compliance Coverage

Meeting Compliance Standards

ICC coverage can help pay for four different types of mitigation activities to bring a building into compliance with the community's floodplain management regulations:

- Elevation is the most common means of reducing a building's flood risk. The process consists of raising the building to or above the BFE. While NFIP policy only requires the lowest floor of the building to be raised to the BFE, some States and communities enforce a "freeboard" requirement, which mandates that the building be raised above the BFE to meet the community's flood protection level.
- Floodproofing applies only to non-residential buildings. For a building to be certified as floodproof, it must be watertight below the BFE the walls must be substantially impermeable to water and designed to resist the stresses imposed by floods. Floodproofing techniques include installation of watertight shields for doors and windows; drainage collection systems, sump pumps, and check valves; reinforcement of walls to withstand floodwater pressures; use of sealants to reduce seepage through and around walls; and anchoring the building to resist flotation, collapse, and lateral movement.
- Relocation involves moving the entire building to another location on the same lot, or to another lot, usually outside the floodplain. Relocation can offer the greatest protection from future flooding; however, if the new location is still within the Special Flood Hazard Area (SFHA), the building must be NFIPcompliant, meaning it must be elevated or floodproofed (if non-residential).
- Demolition may be necessary in cases where damage is too severe to warrant elevation, floodproofing, or relocation; or where the building is in such poor condition that it is not worth the investment to undertake any combination of the above activities. All applicable permits must be obtained prior to demolishing the building. The property may be redeveloped after demolition is complete, subject to all applicable Federal, State, and community laws and requirements.

In some cases, individual policyholders can take advantage of Federal grant money to supplement the cost of mitigation activities. Policyholders can assign their ICC benefits to their community and enable the community to file a single claim on behalf of a community mitigation project. FEMA will count the ICC claim monies as non-Federal matching funds when applying for mitigation grants, because ICC coverage is a direct contract between the policyholder and the insurer. The community can then use FEMA mitigation grant funds to help pay for any additional portion of the cost of elevation, floodproofing, relocation, or demolition that is more than the ICC claim payment. It is extremely important for policyholders and community officials to work closely together at every stage of this process. Individual participation in a FEMA-funded community mitigation project is voluntary and the community is required to provide mitigation funds to any property owner whose ICC payment was counted towards the matching funds.

For More Information

For obtain more information on ICC coverage, visit: http://www.fema.gov/library/viewRecord.do?id=3010.



The Florida Division of Emergency Management (FDEM) will be able to use up to \$50 million to fund gaps in hurricane repair and recovery projects within the counties that were declared for Individual Assistance (IA) and Public Assistance (PA) (Categories A-G) for Hurricane Idalia. This program is limited to the following 15 counties: Charlotte, Citrus, Dixie, Gilchrist, Jefferson, Hamilton, Hernando, Lafayette, Levy, Madison, Manatee, Pinellas, Sarasota, Suwanee, and Taylor counties. The application process will be open to county governments, city governments, independent special districts, school boards, charter schools, and the state universities within the 15 counties that were declared for Hurricane Idalia

The Division will be accepting 3 categories of applications.

- 1. **Public Assistance** will be funding for Local Governments that have, or will have, a Public Assistance Project Worksheet on file.
 - a. FDEM is accepting applications for Category A Debris Removal, and permanent work Categories C-G.
 - b. This will be a 0% loan to fast forward your recovery process and get your projects started.
 - c. When FEMA obligates the funds for these projects, the Division will retain the funds that have already been paid to you through this program. This is how the loan will be repaid.
- 2. **Infrastructure repairs** for local governments that are not eligible for FEMA reimbursement due to eligibility, if you received a determination memo, or there was some other disqualifying reason.
 - a. The types of projects that you can apply for in this category will be for road repairs or dirt roads that are not maintained, sewers, water facilities, dredging of public waterways, and beach renourishment that needs repair from Hurricane Idalia.
 - b. Projects in this category will be considered for a grant. There will be a 50% project match, in which the local government will need to show the ability to cover 50% of the project cost. The grant amount will be the other 50%.
 - c. If you are a fiscally constrained county, (Dixie, Gilchrest, Hamilton, Jefferson, Lafayette, Levy Madison, Suwannee, and Taylor,) the 50% match has been waived. The Division agreed to waive this requirement to help you better recover.
- 3. Local and county revenue losses and operating deficits will be considered for grant funding when the FloridaCommerce's Local Government Emergency Bridge Loan funding has been exhausted or upon an applicant's denial of that program.



Based on the type of project you are applying for; your grant manager may request additional information including, but not limited to:

- a. FEMA Project Worksheets, PA Grant Portal Number, Damage Inventory
- b. Determination memo(s).
- c. Insurance claims or insurance denials
- d. Proof of damages, pictures of damages, and estimates.
- e. Engineering recommendations, scopes of work.
- f. Previous 3 years of tax revenue and the current projected tax revenue.
- g. If there is information that you have relating to your project that you think is important, please provide that information.

We will be using Division of Emergency Management Enterprise Solution (DEMES) for application submission and internal review. The DEMES portal opened on November 17, 2023, for application submission and the deadline is January 12, 2024.

For more information regarding the Legislative Appropriations Program please visit:

Division of Emergency Management Enterprise Solution | Florida Disaster

Points of Contacts

2023/2024 Hurricane LAP

Carly Miller, FPEM Special Projects Coordinator Florida Division of Emergency Management Carly.Miller@em.myflorida.com 850-559-7863

Public Assistance

Darryn Gipson 850-815-4454 Darryn.Gibson@em.myflorida.com

Amanda Lambert 850-815-4425 Amanda.Lambert@em.myflorida.com



Melissa Hancock DEMES Systems Programming Consultant Melissa.Hancock@em.myflorida.com 850.815.4617

Infrastructure

Berenice Hernandez 850-815-4206 Berenice.Hernandez@em.myflorida.com

Megan Hill 850-591-2496 Megan.hill@em.myflorida.com Item 5B.



DIVISION OF EMERGENCY MANAGEMENT

Ron DeSantis Governor

Kevin Guthrie Director

Item 5B.

April 18, 2022

Robin Ignacio Gomez, City Manager 300 Municipal Drive Madeira Beach, FL 33708

Flood Mitigation Assistance FMA-PJ-04-FL-2013-044 City of Madeira Beach Mitigation RE: Reconstruction - 905 Bay Point Drive - Demand Letter

Dear Mr. Gomez:

Pursuant to the agreement numbered 15FM-J2-08.62-02-272 ("Agreement") executed January 15, 2015, between the Florida Division of Emergency Management ("Division") and City of Madeira Beach and in accordance with Federal Emergency Management Agency's determination, there was a breach in the terms of the Agreement due to the following actions:

- 1. Lack of verification that the final square footage is within ten (10) percent of the original structure's square footage.
- 2. Lack of proof of flood insurance.

For these reasons, the Division is formally asking that the City of Madeira Beach return funds in total of \$92,194.08 by June 1, 2022. If the City of Madeira does not return the funds by the set date, the Division will pursue the following the remedies available under section (11) REMEDIES, of the Agreement including, but not limited to, instituting formal litigation proceedings.

Prompt attention to this matter will be highly appreciated. Please contact me at, Douglas.Galvan@em.myflorida.com if you have any questions.

Sincerely,

Douglas Galvan ou=Mitigation, cn=Douglas Galvan,

Digitally signed by Douglas Galvan DN: dc=org, dc=fleoc, ou=DEM Users, email=Douglas.Galvan@em.myflorida.com Date: 2022.04.18 15:54:56 -04'00'

Douglas Galvan Attorney Florida Division of Emergency Management

John's Pass Village Activity Center Zoning

Item 7A

WHY

- Protect the Village
- Compatible redevelopment
- Consistency with the Countywide Plan
- Proactive instead of Reactive Planning

Le	gend	
-	📥 John's Pass Villag	e Activity Center Study Ar
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Relationship with Locar Land Regulations

FLORIDA

PINELLAS Countywide Plan Countywide Rules Countywide Plan Strategies Countywide Plan Map

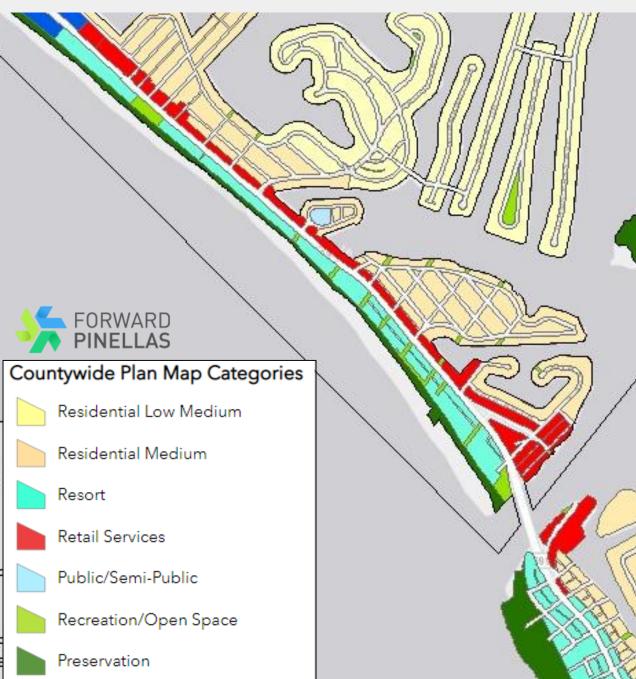
FORWARD

Madeira Beach Comprehensive Plan Future Land Use Element City of Sector Future Land Use Map Madeira Beach

FLORIDA

Madeira Beach Code of Ordinances City Of Land Development Regulations Zoning Map Madeira Beach

COUNTYWIDE PLAN MAP

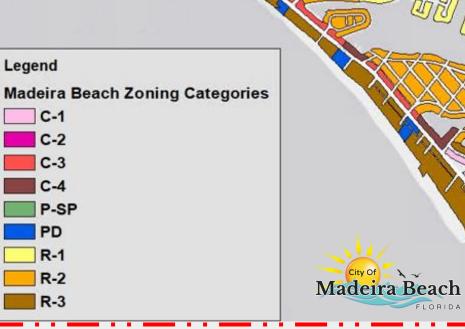


MADEIRA BEACH ZONING MAP

Item 7A.

KEC !!

1S



MADEIRA BEACH FUTURE LAND USE MAP

Madeira Beach Future Land Use Categories Commercial General Institutional Planned Redevelopment-Mixed Use Preservation Recreation/Open Space Residential Medium Residential Urban Residential/Office/Retail Resort Facilities Medium Right of Way Scenic Corridors

Transportation/Utility

Water



John's Pass Village Activity Center



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Proposed Activity Center Plan: Character Districts



Traditional Village

Commercial Core

Boardwalk

John's Pass Resort

Low Intensity Mixed Use

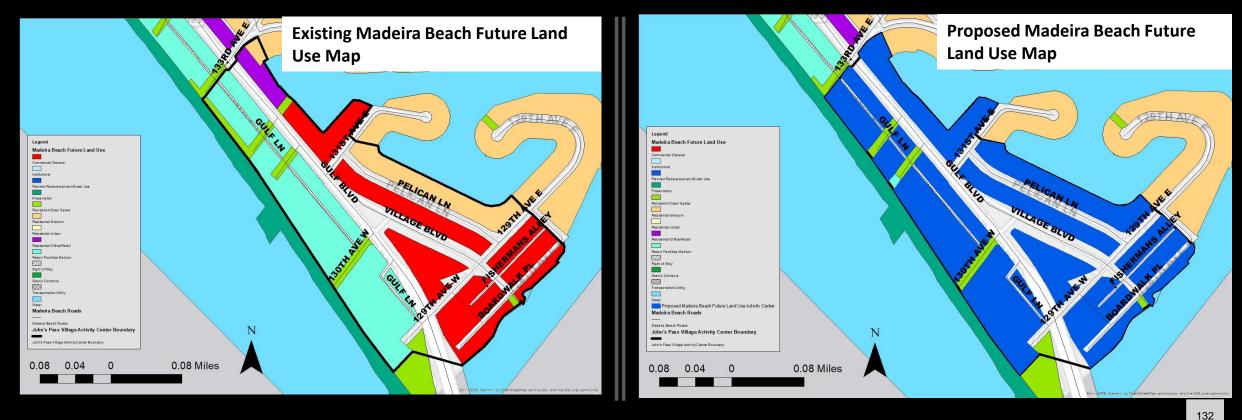
Transitional



Countywide Plan Map



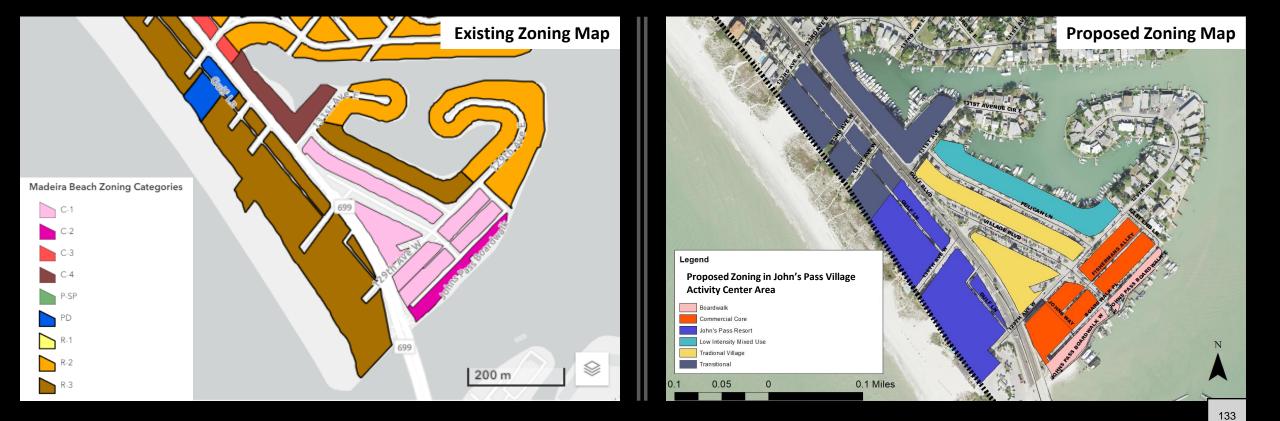




8

Item 7A.

Madeira Beach Zoning Map



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Madeira Beach Land Development **Regulations**

C-1 Zoning

Setbacks: Front Yard (none), Side Yard (10 ft one side), Rear Yard (25 ft)

Height: 34 ft

Floor Area Ratio: 0.55 for commercial uses



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Madeira Beach Code of Ordinances

Zoning Districts

- Setbacks
- Height
- Special Requirements
 - Design Standards
 - not allowed for single-family and duplex
 - Architectural features
 - Buffering Requirements
 - Zone-specific landscaping

Land Development Regulations

- Landscaping
- Sidewalks and Driveways
- Accessory Structures
- Parking Standards
- Swimming Pools

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Item 7A.

Planning and Urban Design Principles

The Activity Center Plan includes Design Policies and Principles based on:

- The City Comprehensive Plan which supports the special character and unique design features of John's Pass Village
- The Countywide Strategies Plan that requires certain design principles be addressed, including:
 - Location, size and density/intensity standards
 - Connectivity
 - Site orientation
 - Public realm enhancements
 - Ground floor design and use
 - Transition to neighborhoods



IMPLEMENTATION STRATEGIES

Plan Adoption and Implementation Steps

01

Amend City's Comprehensive Plan to create Activity Center category Ordinance 2023-15 02

Initial City action to adopt Activity Center Plan Ordinance 2023-01

Initial City action to amend Future Land Use map Ordinance 2023-02

03

CPA Meetin; 02/20/24

Amend Countywide Plan to establish Activity Center on the Countywide Plan Map and the Land Use Strategy Map (PAC/PPC/CPA)

04

BOC Meeting 03/13/2024

Final City action to adopt Activity Center Plan Ordinance 2023-01

Final City action to amend Future Land Use map Ordinance 2023-02

05

Amend City's Land Development Code to establish Activity Center zoning districts

Administer and implement the Activity Center Plan

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Boardwalk





- Allowed Uses: Commercial, Commercial Recreation, and Services
- Intensity: FAR 1.5
- Density: Residential 0 UPA and Temporary Lodging 0 UPA

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Commercial Core







- Allowed Uses: Residential, Temporary Lodging, and Commercial
- Intensity: FAR 2.0, and FAR 2.2-3.0 with Development Agreement
- **Density:** Residential 15 UPA, Temporary Lodging 60 UPA, and Temporary Lodging 75-100 UPA with Development Agreement

- Allowed Uses: Residential, Temporary Lodging, and Commercial only up to 20 percent of the building floor area
- Intensity: FAR 2.0, and FAR 2.2-2.5 with Development Agreement
- Density: Residential 18 UPA, Temporary Lodging 60 UPA, and Temporary Lodging 75-100 UPA with Development Agreement







Low Intensity Mixed Use

- Allowed Uses: Residential, Temporary Lodging, and Commercial only up to 20 percent of the building floor area.
- Intensity: FAR 1.5, and 2.0 with Development Agreement
- Density: Residential 18 UPA, Temporary Lodging 40 UPA, and 60 UPA with Development Agreement.





Traditional Village

- Allowed Uses: Residential, Temporary Lodging, and Commercial.
- Intensity: FAR 2.0
- **Density:** Residential 15 UPA, and Temporary Lodging 45 UPA





Transitional

- Allowed Uses: retail and services, restaurant, office, temporary lodging, and residential units (Commercial only up to 20 percent of the building floor area on Westside of Gulf Boulevard).
- Intensity: FAR 1.5, and 2.0 FAR with Development Agreement
- Density: Residential 18 UPA, Temporary Lodging 50 UPA, and Temporary Lodging 75 UPA with Development Agreement







Memorandum

Meeting Details:	January 24, 2024
Prepared For:	Mayor & Board of Commissioners
From:	Brian Crabtree, Marina Manager
Subject:	RFP 2023-11 Digital Information Sign

Background:

The Project will include upgrading and replacement of the existing Marina track letter sign, using the existing poles and top "Madeira Beach Marina" sign. This Digital Information Sign will help the city communicate important information to residents and visitors of Madeira Beach. The sign will be accessible to select city employees to post information through internet and cellular data pathways.

Fiscal Impact:

Total Cost will be approximately \$50,000.00.

I2 Visual Quote \$45,313.00 (with the removal of trench and run electrical \$6,500.00) USA Voltage Quote \$3,500.00 (Cost to trench and run electrical) Total: \$48,813.00

Recommendation(s):

Staff recommends approval to accept the bid and approve i2 Visual to proceed with the purchase and installation of the digital sign for the amount of \$45,313.00.

Attachments

- Bid Submittals



TAB A STATEMENT OF QUALIFICATION

STATEMENT OF QUALIFICATIONS

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

- 1. Name of Contractor: i2 isual, n.
- 2. Name of Business (if different than #1):
- 3. Form of Entity: <u>or oration</u>
- 4. Permanent Main Office and Mailing addresses and pertinent contact information (phone, email, etc.): <u>1 0 en h ar e., Fort yers, F 33 05 23 87-3223 sales i2 isual. o</u>
- 5. Date Organized: <u>02 24 2011</u>
- 6. Where Organized: Fort yers, Florida
- 7. How many years have you been engaged in the Marine Dock building under your present name; also, state names and dates of previous business names, if any.
- 8. In the last five years, has "Contractor" ever been terminated from a contract or project? If so, explain situation.: _____
- 9. In the last five years, has Contractor ever been party to litigation related to the Contractor's work? If so, explain situation.: o
- 10. List the most important contracts entered by the Contractor in the last year; identify contracting party and term of contract.: orth rail u ly 3 digital signs. ne 1 17 40 sign. o 2 15 signs.
- 11. List your key personnel available for this contract.: <u>ohn ose, helesa ose, ay ond rayton, hu ro n</u>, hanta ia ery The City of Madeira Beach reserves the right to request from finalist(s) the latest financial statements as well as to request such additional information as may be reasonably necessary to determine whether the Contractor should be awarded the service contract.

Authorized Signature

01 08 2024

Date Signed

NOTARY

State of:	
County of:	
Sworn to and subscribed before me this	day of, 20
Personally Known or Produced	d Identification
Signature of Notary	(seal)
My Commission Expires	



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

Attn: City of Madeira Beach

i2 Visual, Inc. is pleased to have the opportunity to negotiate this project. We are a diverse team of over 40 with a fleet of more than 20 service and installation vehicles, a state-of-the-art manufacturing facility and a highly experienced project management team.

We specialize in LED digital signage and can offer unique solutions to difficult challenges. We offer a 5 year parts and on site labor warranty, as well as other extended warranty options.

The i2 Visual team is fully understands the job and are fully capable of providing pole sign rehab, removal of the lower sign can with zip track, and installing a new double sided 5x6w LED Sign. We have a staff member who fully dedicates her time to securing permits and job completion inspections.

i2 Visual's staff includes several highly trained and experienced team leaders with full comprehension of LCD and LED video, as well as sound applications from design, implementation, installation, training, and service. The company also maintains a fully staffed 24 hour technical support department.

Our client base includes:

- Nova Southeastern University
- Valencia College
- School District of Lee County
- School District of Hillsborough County
- Florida State Fair
- Sarasota County Government

We're a state certified electrical sign contractor ES000361, and have 2 Digital Signage Certified Experts on staff, as well as one LEED AP.

Sincerely,

Joh J. Hove

John Hose, President



About i2 Visual

STATE OF THE ART EQUIPMENT COUPLED WITH i2 Visual's Experienced Dedicated Professionals Promise to make YOUR NEXT PROJECT SOMETHING TO BE PROUD OF.







2.5 Acre Paved Property with 20,000 sq.

1606

Office & Production Facility

1606 Benchmark Ave. Ft. Myers, Florida 33905

43- Employees

- FLEET: 3- Sign Cranes w/ Man lift capabilities
- 6- 42' Sign Service Bucket trucks 2-42' two man Buckets w/ jibs
- 4- Pick-up trucks, 1-Sprinter Van 1- Dump truck w/ Hydrovac trailer

S E R V I C E S

STATEWIDE SERVICE AREA

Professional Design & Consulting Services

i2 Visual provides specifications and creative designs specifically for today's projects, from interior code required ADA signage, wayfinding / directional systems and identification signage. They will help maintain consistency of existing signage programs as new signage added. i2 Visual is a state certified electrical sign contractor.

Fabrication & Manufacturing

i2 Visual has manufacturing capabilities in house:

CNC Router, CNC Lasers, Rotary Engraving, ADA Signage manufacturing with 3d sign printing as well as conventional manufacturing and assembly including a full metal fabrication shop.

Installation

i2 Visual has one of the largest team of experienced technicians and fleet of specialty vehicles for digging, lifting, moving, assembling and installing signs from small ADA signage, Building Identification, freestanding signage, banners, large scoreboards and digital displays. If you have your own signage and need it installed, they will install it for you.

Maintenance & Service

i2 Visual can provide service on all electrical signage including scoreboards and digital displays. They can refurbish existing signs and can convert lighting to more cost affective LED lighting.





Item 8A.





i2 Visual Inc. 1606 benchmark Ave. Fort Myers, Florida 239-687-3223 866-420-9909 state license es0000361 Sales@i2Visual.com

THE WISE CHOICE



12 VISUAL, INC. KEY PEOPLE



John F. Hose President Qualifier ES0000361

John is a graduate of the University of Washington and former U. S. Navy electronics technician. He has been involved in the electrical sign industry in Florida since 1987.

He was the founder of Images Graphic Specialties and has been working with government agencies for over 30 years. He is a Florida State Certified Electrical Sign Contractor, a Digital Signage Certified Expert (DSCE),

a LEED Associated Professional (green building Expert).



RICHARD E. ROBERTS CREATIVE DIRECTOR

Richard has been involved in all phases of the electric sign industry since 1975. He is a Digital Signage Certified Expert (DSCE). Ric is a former Lee County Board of Adjustment and Appeals Board Member, former Daytona Beach Community College Community Advisory Board member for Advertising and Graphic Arts Program.



Chelsea Hose vice president

Chelsea attended Florida Southwestern State College and has been involved in the sign industry for her adult life. She is currently serving on the International Sign Association "Young Elite 35", an exclusive group promoting education and professionalism in the industry. She is Currently VP of Operations and is responsible for the overall management team, manufacturing and service / installation.



CHARLES BROWN FIELD OPERATIONS

Charles (Chuck) has been installing and servicing all types of electrical signs for 30 plus years. He has worked for Federal Sign, Image Graphic Specialties and Certified Maintenance. He is skilled with UL listings, NEC regulations, concrete and structural steel. He has vast experience repairing most of the major electronic sign manufacturer's products.

i2 Visual Inc. 1606 Benchmark Ave. Fort Myers, Florida 239-687-3223 866-420-9909 state license es0000361 Sales@i2Visual.com





QUALIFICATIONS

- i2 Visual is a major provider of signage and sign installation services with statewide coverage. They are staffed and experienced to successfully design, permit, manage, manufacture and install most any sign projects.
- Florida Certified Electrical Sign Specialty Contractor ES-0000361
- Experienced in Electronic Displays and Standard Signs
- Experienced Working on Right-of way projects (MOT Planning)
- 4- Sign Cranes w/ man lift capabilities , 8 Special Sign Service Bucket trucks 1-Dump truck w/ Hydrovac Trailer 4-pick-up trucks, Large Sprinter Van. 5 utility trailers

In-house Design

- In-house Manufacturing Capabilities
- Experience with Schools and Government Projects
- Financially Stable, fully licensed, bonded and insured over \$5,000,000 in annual sales
- 40 full time employees

i2 Visual Inc. 1606 Benchmark Ave. Fort Myers, Florida 239-687-3223 866-420-9909 state license es0000361 Sales@i2Visual.com

THE WISE CHOICE

150



TAB B REFERENCES

REFERENCES

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

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

Contact Name oshua at her	
Business Name outh est Florida nternational ir ort	
Business Address 11000 er inal ess d, Fort yers, F 33 13	
Contact Phone 23 5 1-4141	
Contact Email hat her oa fl. o	Other
Information (describe): anufa ture and nstall 2 large signs and 4 radar feed a signs	
*See attached sheet for more references	

INSURANCE REQUIREMENTS

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

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

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

Owner's and Consultant's Protective Liability.

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

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

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

INDEMNIFICATION

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

REFERENCES

Contact Name: Joshua Hatcher Business Name: Southwest Florida International Airport Business Address: 11000 Terminal Access Rd, Fort Myers, FL 33913 Contact Phone: (239) 561-4141 Contact Email: jhatcher@oakfl.com Information (describe): Manufacture and Install 2 large LED signs and 4 radar feedback signs.

Contact Name: Joshua Austin Business Name: Valencia College Business Address: 500 W Livingston St Orlando, FL 32801 Contact Phone: (407)-582-1486 Contact Email: jaustin27@valenciacollege.edu Information (describe): Furnish and Install LED sign upgrades at all campuses.

Contact Name: Joseph Edwards Business Name: North Fort Myers High School / School District of Lee County Business Address: 5000 Orange Grove Blvd, North Fort Myers, FL 33903 Contact Phone: (239) 292-1689

Contact Email: josephne@leeschools.net

Information (describe): Furnish and Install 12' x 24' full video scoreboard and digital signage.

Contact Name: Amit Patel Business Name: Florida State Fair Business Address: 4800 US-301, Tampa, FL 33610 Contact Phone: (813) 363-5514

Contact Email: amit.patel@floridastatefair.com

Contact Name: Greg Heyn

Business Name: Disney ESPN Wide World of Sports

Business Address: 700 S Victory Way, Orlando, FL 34747

Contact Phone: (407) 341-5180

Contact Email: Gregory.heyn@disney.com

Information (describe): Furnish and Install LED Signs and Scoreboards.



TAB C FORMS

PROPOSALS FORM



Name of "CONTRACTOR" Submitting Proposals i2 isual, n.

Name of Person Submitting Proposals <u>ohn</u> ose

PROPOSER ACKNOWLEDGMENT

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

BIDDER'S REPRESENTATIONS

In submitting this Bid, Bidder represents that:

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

Addendum No.	Addendum Date			

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

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

Signature

Date 01 08 2024

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

Item 8A.

"CONTRACTOR" PROFILE

<u>i2</u> isual, n . Submitted by (Company Name)				
Circle one of the following: Corporation Partnership	Individual		Joint Venture	
Other Describe:				
Florida Contractor License Number:00003				
Expiration Date: <u>ugust 31, 2024</u> Unique En	tity ID: <u>5</u>	21	FEIN: <u>27-5113425</u>	
Office Location: <u>1 0 en h ar e., Fort</u>	yers, F 33 05			
Number of people in your organization: <u>40</u>				
Length of time the Contractor has been doing but	siness under this nar	ne in Florida	a: <u>12 years</u>	years.
Length of time your firm has provided services to	governmental client	ts: <u>12 years</u>		years.
Under what other name(s) has your firm operated	l:			
Has or is your firm currently involved in any for YES If yes, Include a detailed explanation.	mal court proceedin	gs regardinş	g any of your contracts?	

HOLD HARMLESS AGREEMENT

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

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

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

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

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

ohn ose Contractor/ "CONTRACTOR"- Printed Name		Signature	
2 <u>023-11 igital nfor ation ign ity arina 150th</u> Project Name	enue	01 08 2024 Date	

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

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

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

- 1. This sworn statement is submitted to the "CITY" of Madeira Beach
 - By ohn ose, resident

(Print individual's name and title)

for i2 isual, n.

(Print name of entity submitting sworn statement)

whose business address is <u>1 0 en h ar e., Fort yers, F 33 05</u> and (if applicable) its Federal Employer Identification Number (FEIN) is <u>27-5113425</u>.

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

_____Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

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

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

Authorized Signature

01 08 2024

Date Signed

State of:

County of: _____

Sworn to and subscribed before me this day of , 20.

Personally Known or Produced Identification

(Specify Type of Identification)

Signature of Notary

My Commission Expires _____

(seal)

This document must be completed and returned with your submission.

IMMIGRATION AFFIDAVIT CERTIFICATION

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

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

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

Company Name: <u>i2 isual, n</u> .	
Print Name: ohn ose	Title:resident
Signature	Date: 01 08 2024
State of: Florida	
County of:e	
Sworn to and subscribed before me this	day of, 20
Personally Known or Produced Iden	tification
	(Specify Type of Identification)
Signature of Notary	
My Commission Expires	

(seal)

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

BID TABULATION FORM

Description	UNIT	EST. QUAN.	UNIT PRICE	AMOUNT
5x6w Digital LED Sign: Total Cost	LS	1	\$ 41,0 3.00	\$ 41,0 3.00
Parts and Labor: Total Cost	LS	1	\$ 10,750.00	\$ 10,750.00
TOTAL Project cost				\$ 51,813.00

PROPOSED TOTAL BASE CONTRACT PRICE (Amount Written in numbers) <u>\$51,813.00</u>

PROPOSED TOTAL BASE CONTRACT PRICE (Amount written in words) \$ Fifty-one thousand,

eight hundred thirteen dollars.

*See attached quote for optional reduced pricing

Signature:

Printed Name: ohn ose

Date: 01 08 2024



Phone: (239) 687-3223 sales@i2visual.com i2visual.com

Ship to **City Marina 150th Avenue** 503 150th Avenue Madeira Beach, FL 33708

Bill to **City of Madeira Beach** 300 Municipal Drive Madeira Beach, FL 33708

Quote #: q11030

Quote Date: 1/5/2024

Item	Description	Quantity	Price	Amount
Sales	Replace manual readerboard with Watchfire EMC Pixel Pitch: W10mm LED RGB Pixel Matrix: 150 X 180 Ventilation Style: Front Ventilation Cabinet Size: 5ft 5in H x 6ft 3in L x 8in D Viewing Area: 5ft H x 6ft L Cabinet Style: Double Face Character Size: 18 lines / 36.0 Characters at a 3" type Approx. Weight: 763.00 Lbs. Warranty: 5 year parts and onsite labor Electrical Service: 120 VOLT 36.0 amps Software Ignite OPx (cloud-based) Software Training Web Based Software Training Wireless Data Plan Life-of-sign Data Plan	1	\$41,063.00	\$41,063.00
Sales	Fabricate new 7" x 13' 2" white pole covers	2	\$325.00	\$650.00
Sales	Installation including removal and disposal of existing readerboards includes hookup to existing electrical	1	\$3,600.00	\$3,600.00
Sales	OPTION 1 - trench and run electrical approximately 100' from nearby meter and panel	1	\$6,500.00	\$6,500.00
Sales	OPTION 2 - Deduct \$12,500 for providing ADS EMC with same specifications as above except Warranty: 5 years parts, 1 year on site labor	1	\$0.00	\$0.00

i2 Visual, Inc. 1606 Benchmark Ave. Fort Myers, FL 33905



Phone: (239) 687-3223 sales@i2visual.com i2visual.com

Tax: \$0.00

Total: \$51,813.00





Address: TBD

Client Name: City of Madeira Beach Project Name: Madeira Beach Pylon Sign

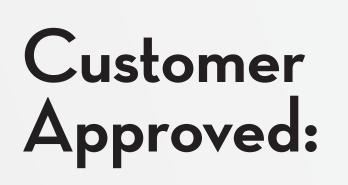
Drawing #: 001_LC Date: 01-05-23

REPLACE POLE COVERS

I - BEAM Poles 7 1/2" Square Pole Cover **Color: White**







Date: Please review final artwork carefully. Your approval will indicate acceptance of materials including responsibility for errors, omissions and legal and ethical compliance.







iz Visual, Inc. 1606 Benchmark Ave. Ft. Myers, FL 33905 (239) 209-6767

REPLACE PAN FACED WITH EMC SIGN

Item 8A.

SIZE: 6'W x5'H





TAB D LICENSES

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Item 8A.

-lorida

STATE OF FLORIDA

ELECTRICAL CONTRACTORS' LICENSING BOARD

THE SPECIALTY ELECTRICAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

AS A SIGN ELECTRICAL SPECIALIST HOSE, JOHN FREDERICK

> I2 VISUAL INC 1606 BENCHMARK AVE. FORT MYERS FL 33905

LICENSE NUMBER: ES0000361

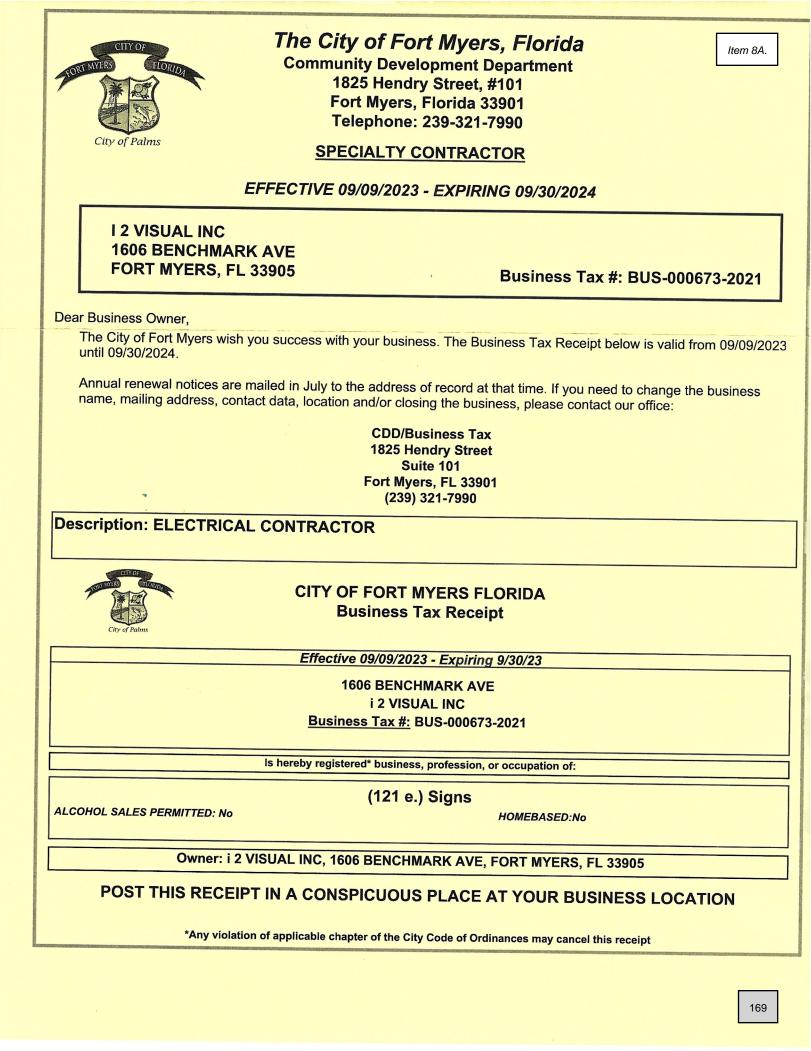
EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

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





Local Business Tax Receipt

I2 VISUAL INC HOSE JOHN F 1606 BENCHMARK AVE FT MYERS, FL 33905

Dear Business Owner:

Your 2023 - 2024 Lee County Local Business Tax Receipt is attached below for account number / receipt: number: 1046554 / 1701225

If there is a change in one of the following, refer to the instructions on the back of this receipt.

- Business name
- Ownership
- Physical location
- Business closed

This is not a bill. Detach the bottom portion and display in a public location.

I hope you have a successful year.

Sincerely,

2

"R. Molle Branning"

Lee County Tax Collector

2023-2024 LEE COUNTY LOCAL BUSINESS TAX RECEIPT

Account Number: 1046554 Receipt Number: 1701225 State License Number: ES0000361

Account Expires: September 30, 2024

May engage in the business of:

SPECIALTY CONTRACTOR-CERTIFIED

THIS LOCAL BUSINESS TAX RECEIPT IS NON REGULATORY

Payment Information:

PAID INT-00-01357505

07/24/2023 \$ 50.00

12 VISUAL INC HOSE JOHN F

Location:

1606 BENCHMARK AVE FT MYERS, FL 33905

1606 BENCHMARK AVE FT MYERS, FL 33905

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Department of State / Division of Corporations / Search Records / Search by Entity Name /

Detail by Entity Name

Florida Profit Corporation I2 VISUAL, INC.				
Filing Information				
Document Number	P11000019027			
FEI/EIN Number	27-5113425			
Date Filed	02/24/2011			
State	FL			
Status	ACTIVE			
Last Event	AMENDMENT			
Event Date Filed	11/09/2018			
Event Effective Date	NONE			
Principal Address				
1606 Benchmark Ave. Fort Myers, FL 33905				
Changed: 12/22/2021				
Mailing Address				
1606 Benchmark Ave.				
Fort Myers, FL 33905				
Changed: 12/22/2021				
Registered Agent Name & A	<u>ddress</u>			
Corporate Legal Solutions 12670 NEW BRITTANY BLVD, SUITE 101 FORT MYERS, FL 33907				
Name Changed: 04/26/2023				
Address Changed: 04/25/20	021			
Officer/Director Detail				
Name & Address				
Title DPT				

HOSE, JOHN F 17660 Wells Rd. NORTH FORT MYERS, FL 33917

Title S

ROBERTS, RICHARD E 8227 W JAMESTOWN CIR NORTH FORT MYERS, FL 33917

Title DVP

HOSE, CHELSEA 6142 Hellman Ave FORT MYERS, FL 33905

Annual Reports

Report Year	Filed Date
2021	04/25/2021
2022	05/01/2022
2023	04/26/2023

Document Images

04/26/2023 ANNUAL REPORT	View image in PDF format
05/01/2022 ANNUAL REPORT	View image in PDF format
12/22/2021 AMENDED ANNUAL REPORT	View image in PDF format
04/25/2021 ANNUAL REPORT	View image in PDF format
06/02/2020 ANNUAL REPORT	View image in PDF format
03/26/2019 ANNUAL REPORT	View image in PDF format
11/09/2018 Amendment	View image in PDF format
04/11/2018 ANNUAL REPORT	View image in PDF format
03/30/2017 ANNUAL REPORT	View image in PDF format
04/12/2016 ANNUAL REPORT	View image in PDF format
04/22/2015 ANNUAL REPORT	View image in PDF format
04/28/2014 ANNUAL REPORT	View image in PDF format
04/01/2013 ANNUAL REPORT	View image in PDF format
04/26/2012 ANNUAL REPORT	View image in PDF format
02/24/2011 Domestic Profit	View image in PDF format

Florida Department of State, Division of Corporations



Above) One of i2 Visual's experienced install

multi-post traffic signs for Charlotte County

panel.)

teams finishing one of two new FDOT standard

Florida (footers, break-away structure and sign





Installation

i2 Visual is experienced and well equippted to install signs from the ground up.

*Channel Letters * Pylons * Monuments *Traffic Signs * Wayfinding Signage * More

> sales@i2visual.com 239-687-3223



Above) An i2 Visual's team shown using their Hydro-Vac machine to dig close to utilities without damaging them. This is a very useful machine to avoid issues on today's crowed installation sites.

STATE CERTIFIED ELECTRICAL SIGN CONTRACTOR #ES000361

i2 Visual Inc. 1606 Benchmark Ave. Fort Myers, Florida 239-687-3223 866-420-9909 state license es0000361 Sales@i2Visual.com

THE WISE CHOICE



TAB E CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (01 Item 8A.

THIS CERTIFICATE IS ISSUED AS A MATTER OF IN CERTIFICATE DOES NOT AFFIRMATIVELY OR NEG BELOW. THIS CERTIFICATE OF INSURANCE DOE REPRESENTATIVE OR PRODUCER, AND THE CER	GATIVELY AMEND, EXTEN IS NOT CONSTITUTE A CO	ID OR ALTER THE (OVERAGE A	AFFORDED BY THE POLICIES	<u>اــــــــــــــــــــــــــــــــــــ</u>
IMPORTANT: If the certificate holder is an ADDITIC If SUBROGATION IS WAIVED, subject to the terms this certificate does not confer rights to the certific	and conditions of the pol	icy, certain policies		•	
PRODUCER	cate holder in lieu of such	CONTACT Diana (De	e-Dee) Thomp	0500	
Herndon-Carr & Company	-	PHONE (230) OF	39-1996		205-6072
10501 Six Mile Cypress Pkwy	-	(A/C, No, Ext): (200) 0	n@insuresig.c		203-0072
Suite 101	-	ADDRESS.	0		
Fort Myers	FL 33966-6400	0		RDING COVERAGE Company, A+ XV	NAIC # 22322
INSURED	1 2 00000 0400	Amorico		urance Company, A IX	31895
i2 Visual, Inc.	-			alance company, And	01000
1606 Benchmark Avenue	-	INSURER C :			
	-	INSURER D :			
Fort Myers	FL 33905				
COVERAGES CERTIFICATE		INSURER F : 7		REVISION NUMBER:	
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE					
INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIM	RM OR CONDITION OF ANY C SURANCE AFFORDED BY THE	CONTRACT OR OTHER POLICIES DESCRIBE	R DOCUMENT \ D HEREIN IS S	NITH RESPECT TO WHICH THIS	
INSR TYPE OF INSURANCE INSU WUD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	2 OLIGE MUMBER		(חדרושטווווי)	EACH OCCURRENCE \$ 1,00	00,000
					,000
				MED EXP (Any one person) \$ 10,0	000
A	NGL-1003112-03	03/20/2023	03/20/2024		00,000
GEN'L AGGREGATE LIMIT APPLIES PER:				• = • • • • • • • • • • • • • • • • • •	00,000
				•=	00,000
OTHER:				\$	
AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT \$ 1,00	00,000
				BODILY INJURY (Per person) \$	·
	NBA-1003111-03	03/20/2023	03/20/2024	BODILY INJURY (Per accident) \$	
AUTOS ONLY AUTOS HIRED AUTOS ONLY XON-OWNED				PROPERTY DAMAGE \$	
				(Per accident) \$	
				EACH OCCURRENCE \$ 5,00	00,000
A EXCESS LIAB	NEC-6006067-03	03/20/2023	03/20/2024		00,000
DED RETENTION \$				s	
WORKERS COMPENSATION				X PER OTH-	
AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE				E.L. EACH ACCIDENT \$ 1,00	00,000
B OFFICER/MEMBER EXCLUDED?	AVWCFL3178232023	05/09/2023	05/09/2024	E.L. DISEASE - EA EMPLOYEE \$ 1,00	
If yes, describe under DESCRIPTION OF OPERATIONS below				E.L. DISEASE - POLICY LIMIT \$ 1,00	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 10	01, Additional Remarks Schedule, r	nay be attached if more s	bace is required)	ı	
When required by contract or agreement and permitted by la					
endorsement is automatic and applies in favor of the Certific	cate Holder in respects to the	operations of the insu	ired, on behalf	of the Certificate Holder.	
GENERAL LIABILITY - BLANKET ADDITIONAL INSURED,	BLANKET ADDITIONAL INSU	URED COMPLETED	OPS, BLANKE	T WAIVER OF	
SUBROGATION. COVERAGE IS PRIMARY AND NON-CO	NTRIBUTORY				
BUSINESS AUTO - BLANKET ADDITIONAL INSURED, BLA NON-CONTRIBUTORY.	ANKET WAIVER OF SUBRO	GATION. COVERAG	E IS PRIMARY	AND	
CERTIFICATE HOLDER		CANCELLATION			
	ĺ				
				SCRIBED POLICIES BE CANCELLE	D BEFORE
		THE EXPIRATION D		F, NOTICE WILL BE DELIVERED IN Y PROVISIONS.	
City of Madeira Beach		ACCONDANCE WI			
300 Municipal Drive	ł	AUTHORIZED REPRESE	NTATIVE		
				11	
Madeira Beach	FL 33708		num.	Ku	
				ACORD CORPORATION. All rig	hts r

175

AGENCY CUSTOMER ID: _____

LOC #:



ADDITIONAL REMARKS SCHEDULE

Page of

Item 8A.

		NAMED INSURED i2 Visual, Inc.
POLICY NUMBER		
CARRIER	NAIC CODE	
		EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,				
FORM NUMBER:	25	FORM TITLE:	Certificate of Liability Insurance	
NON-CONTRIBUTOR WORKERS COMPEN		ANKET WAIVER	OF SUBROGATION	



TAB FSIGNED AGREEMENT

EXHIBIT A

PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION

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

This sworn statement is submitted to the CITY OF MADEIRA BEACH by <u>ohn</u> ose, <u>resident</u> [print individual's name and title]

for i2 isual, n.

[print name of entity submitting sworn statement]

whose business address is: 1 0 en h ar e., Fort yers, F 33 05

and Federal Employer Identification Number (FEIN) is <u>27-5113425</u>, if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

I understand that no person or entity shall be awarded or receive a City contract for public improvements, procurement of goods or services (including professional services) or a City lease, franchise, concession, or management agreement, or shall receive a grant of City monies unless such person or entity has submitted a written certification to the City that it has not:

- 1. been convicted of bribery or attempting to bribe a public officer or employee of the city, the State of Florida, or any other public entity, including, but not limited to the Government of the United States, any state, or any local government authority in the United States, in that officer's or employee's official capacity; or
- 2. been convicted of an agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid a fixed price, or otherwise; or
- 3. been convicted of a violation of an environmental law that, in the sole opinion of the City's. Project Manager, reflects negatively upon the ability of the person or entity to conduct business in a responsible manner; or
- 4. made an admission of guilt of such conduct described in items (1), (2) or (3) above, which. is a matter of record, but has not been prosecuted for such conduct, or has made an admission of guilt of such conduct, which is a matter of record, pursuant to formal prosecution. An admission of guilt shall be construed to include a plea of nolo contendere; or
- 5. where an officer, official, agent or employee of a business entity has been convicted of or has admitted guilt to any of the crimes set forth above on behalf of such and entity and pursuant to the direction or authorization of an official thereof (including the person committing the offense, if he is an official of the business entity), the business shall be chargeable with the conduct herein. above set forth. A business entity shall be chargeable with the conduct of an affiliated entity, whether wholly owned, partially owned, or one which has common ownership or a common Board. of Directors. For purposes of this Form, business entities are affiliated if, directly or indirectly, one business entity controls or has the power to control another business entity, or if an individual or group of individuals controls or has the power to control both entities. Indicia of control shall include, without limitation, interlocking management or ownership, identity of interests among family members, shared organization of a business entity following the ineligibility of a business entity under this Article, or using substantially the same management, ownership, or principles as the ineligible entity.

Any person or entity who claims that this Article is inapplicable to him/her/it because a conviction or judgment has been reversed by a court of competent jurisdiction, shall prove the same with documentation satisfactory to the City Manager. Upon presentation of such satisfactory proof, the person or entity shall be allowed to contract with the City. I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CITY IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT ANY CONTRACT OR BUSINESS TRANSACTION SHALL PROVIDE FOR SUSPENSION OF PAYMENTS, OR TERMINATION, OR BOTH, IF THE CONTRACTING OFFICER OR THE CITY ADMINISTRATOR DETERMINES THAT SUCH PERSON OR ENTITY HAS MADE FALSE CERTIFICATION.

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

State of:	<u>01 08 2024</u> Date Signed
State of:	Date Signed
County of:	
Sworn to and subscribed before me thisday of	, 20
Personally Known or Produced Identification	
(Specify Type of Identification)	
Signature of No	otary

EXHIBIT B DRUG FREE WORKPLACE CERTIFICATION

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

This sworn statement is submitted to the City of Madeira Beach by ohn ose, resident							
	[print individual's name and title]						
for <u>i2</u> isual, n.	[print name of entity submitting sworn statement]						
whose business address is: <u>1 0 en h ar e., Fort yers, F</u>	<u>33 05</u> and (if						
applicable) its Federal Employer Identification Number (FEIN) is	<u>27-5113425</u> (If the entity has no FEIN,						
include the Social Security Number of the individual signing this	sworn statement:						

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

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

- (i) the dangers of drug abuse in the workplace.
- (ii) the person's or entity's policy of maintaining a drug-free environment at all its workplaces, including but not limited to all locations where employees perform any task relating to any portion of such contract, business transaction or grant.
- (iii) any available drug counseling, rehabilitation, and employee assistance programs; and
- (iv) the penalties that may be imposed upon employees for drug abuse violations.

(2) Requiring the employee to sign a copy of such written statement to acknowledge his or her receipt of same and advice as to the specifics of such policy. Such person or entity shall retain the statements signed by its employees. Such person or entity shall also post in a prominent place at all of its workplaces a written statement of its policy containing the foregoing elements (i) through (iv).

(3) Notifying the employee in the statement required by subsection (1) that as a condition of employment the employee will:

- (i) abide by the terms of the statement; and
- (ii) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such a conviction.

(4) Notifying the City within ten (10) days after receiving notice under subsection (3) from an employee or otherwise receiving actual notice of such conviction.

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

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

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CITY OF MADEIRA BEACH IS

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

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

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

Autho	orized Signature
	01 08 2024

Date Signed

State of:

County of:

	Sworn to and subscribed before me	this day	y of	, 20	
--	-----------------------------------	----------	------	------	--

Personally Known _____ or Produced Identification _____

(Specify Type of Identification)

_____ Signature of Notary

My Commission Expires	
-----------------------	--





TAB A STATEMENT OF QUALIFICATION

STATEMENT OF QUALIFICATIONS

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

- 1. Name of Contractor: i2 Visual, Inc.
- Name of Business (if different than #1):
- 3. Form of Entity: Corporation
- Permanent Main Office and Mailing addresses and pertinent contact information (phone, email, etc.): 1606 Benchmark Ave., Fort Myers, FL 33905 (239) 687-3223 sales@i2visual.com
- 5. Date Organized: <u>02/24/2011</u>
- 6. Where Organized: Fort Myers, Florida
- How many years have you been engaged in the Marine Dock building under your present name; also, state names and dates of previous business names, if any. N/A
- 8. In the last five years, has "Contractor" ever been terminated from a contract or project? If so, explain situation.: No
- 9. In the last five years, has Contractor ever been party to litigation related to the Contractor's work? If so, explain situation.: No
- 10. List the most important contracts entered by the Contractor in the last year; identify contracting party and term of contract.: North Trail RV Supply 3 digital signs. One (1) 17' x 40' sign. Two (2) 6' x 15' signs.
- 11. List your key personnel available for this contract.: John Hose, Chelesa Hose, Raymond Brayton, Chuck Brown, Schantavia Ivery The City of Madeira Beach reserves the right to request from finalist(s) the latest financial statements as well as to request such additional information as may be reasonably necessary to determine whether the Contractor should be awarded the service contract.

Authorized Signature

01/08/2024 Date Signed

NOTARY

State of: Flosida			
County of: Lee			
Sworn to and subscribed before me this day of	of Jan	1014, 2024	
Personally Known or Produced Identification		1	
	(Specify T	ype of Identific	eation)
Signature of Notary		(seal)	
My Commission Expires 4/6/2026	-	SARY ASS	SUSAN LONG
K.			Notary Public State of Florida
		it is the second	Comm# HH205915 Expires 4/6/2026



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

Attn: City of Madeira Beach

i2 Visual, Inc. is pleased to have the opportunity to negotiate this project. We are a diverse team of over 40 with a fleet of more than 20 service and installation vehicles, a state-of-the-art manufacturing facility and a highly experienced project management team.

We specialize in LED digital signage and can offer unique solutions to difficult challenges. We offer a 5 year parts and on site labor warranty, as well as other extended warranty options.

The i2 Visual team is fully understands the job and are fully capable of providing pole sign rehab, removal of the lower sign can with zip track, and installing a new double sided 5x6w LED Sign. We have a staff member who fully dedicates her time to securing permits and job completion inspections.

i2 Visual's staff includes several highly trained and experienced team leaders with full comprehension of LCD and LED video, as well as sound applications from design, implementation, installation, training, and service. The company also maintains a fully staffed 24 hour technical support department.

Our client base includes:

- Nova Southeastern University
- Valencia College
- School District of Lee County
- School District of Hillsborough County
- Florida State Fair
- Sarasota County Government

We're a state certified electrical sign contractor ES000361, and have 2 Digital Signage Certified Experts on staff, as well as one LEED AP.

Sincerely,

Joh J. Hove

John Hose, President



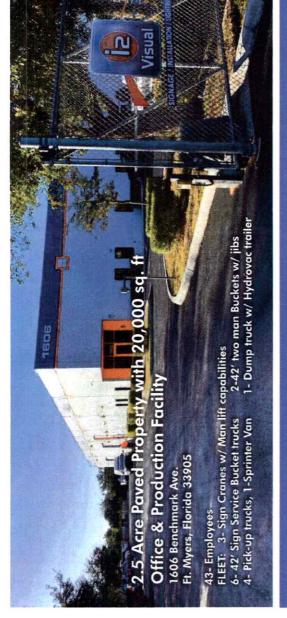
About i2 Visual

STATE OF THE ART EQUIPMENT COUPLED WITH i2 Visual's Experienced DEDICATED PROFESSIONALS PROMISE TO MAKE YOUR NEXT PROJECT SOMETHING TO BE PROUD OF.









SERVICES

STATEWIDE SERVICE AREA

Professional Design & Consulting Services

12 Visual provides specifications and creative designs specifically for today's projects, from interior code required ADA signage, wayfinding / directional systems and identification signage. They will help maintain consistency of existing signage programs as new signage added. i2 Visual is a state certified electrical sign contractor.

Fabrication & Manufacturing

12 Visual has manufacturing capabilities in house: CNC Router CNC Lasers Rotary Energying ADA Signa

CNC Router, CNC Lasers, Rotary Engraving, ADA Signage manufacturing with 3d sign printing as well as conventional manufacturing and assembly including a full metal fabrication shop.

Installation

12 Visual has one of the largest team of experienced technicians and fleet of specialty vehicles for digging, lifting, moving, assembling and installing signs from small ADA signage, Building Identification, freestanding signage, banners, large scoreboards and digital displays. If you have your own signage and need it installed, they will install it for you.

Maintenance & Service

12 Visual can provide service on all electrical signage including scoreboards and digital displays. They can refurbish existing signs and can convert lighting to more cost affective LED lighting.







866-420-9909 STATE LICENSE ES0000361 SALES@I2VISUAL.COM 12 VISUAL INC. 1606 BENCHMARK AVE. FORT MYERS, FLORIDA 239-687-3223

THE WISE CHOICE

PAGE 6



12 VISUAL, INC. KEY PEOPLE



John F. Hose President Qualifier Esodd361

John is a graduate of the University of Washington and former U. S. Navy electronics technician. He has been involved in the electrical sign industry in Horida since 1987. He was the founder of Images Graphic Specialties and has been working with government agencies for over 30 years. He is a Florida State Certified Electrical Sign Contractor.

a Digital Signage Certified Expert (DSCE),

a LEED Associated Professional

(green building Expert).



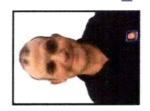
CHELSEA HOSE VICE PRESIDENT

Chelsea attended Florida Southwestern State College and has been involved in the sign industry for her adult life. She is currently serving on the International Sign Association "Young Elite 35", an exclusive group promoting education and professionalism in the industry. She is Currently VP of Operations and is responsible for the overall management team, manufacturing and service / installation.



RICHARD E. ROBERTS CREATIVE DIRECTOR

Richard has been involved in all phases of the electric sign industry since 1975. He is a Digital Signage Certified Expert (DSCE). Ric is a former Lee County Board of Adjustment and Appeals Board Member, former Daytona Beach Community College Community Advisory Board member for Advertising and Graphic Arts Program.



CHARLES BROWN FIELD OPERATIONS

Charles (Chuck) has been installing and servicing all types of electrical signs for 30 plus years. He has worked for Federal Sign, Image Graphic Specialties and Certified Maintenance. He is skilled with UL listings, NEC regulations, concrete and structural steel. He has vast experience repairing most of the major electronic sign manufacturer's products.

866-420-9909 STATE LICENSE ES0000361 SALES@i2VISUALCOM 12 VISUAL INC. 1606 BENCHMARK AVE. FORT MYERS, FLORIDA 239-687-3223

THE WISE CHOICE

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T	

12 Visual is a major provider of signage and sign installation services with statewide coverage. They are staffed and experienced to successfully design, permit, manage, manufacture and install most any sign projects.

QUALIFICATIONS

- Florida Certified Electrical Sign Specialty Contractor ES-0000361
- Experienced in Electronic Displays and Standard Signs
- Experienced Working on Right-of way projects (MOT Planning)
- 4- Sign Cranes w/ man lift capabilities , 8 Special Sign Service Bucket trucks 1-Dump truck w/ Hydrovac Trailer 4-pick-up trucks, Large Sprinter Van. 5 utility trailers Q
- In-house Design
- In-house Manufacturing Capabilities
- Experience with Schools and Government Projects
- Financially Stable, fully licensed, bonded and insured over \$5,000,000 in annual sales
- Financially Stable, fully li
 40 full time employees

PAGE 8

12 VISUAL INC. 1606 BENCHMARK AVE. FORT MYERS, FLORIDA 239-687-3223 866-420-9909 STATE LICENSE ES0000361 SALES@I2VISUALCOM



TAB B REFERENCES

REFERENCES

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

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

Contact Name Joshua Hatcher

Business Name Southwest Florida International Airport

Business Address 11000 Terminal Access Rd, Fort Myers, FL 33913

Contact Phone (239) 561-4141

Contact Email_jhatcher@oakfl.com

Other

Information (describe): Manufacture and Install 2 large LED signs and 4 radar feedback signs

*See attached sheet for more references

INSURANCE REQUIREMENTS

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

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

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

Owner's and Consultant's Protective Liability.

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

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

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

INDEMNIFICATION

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

REFERENCES

Contact Name: Joshua Hatcher Business Name: Southwest Florida International Airport Business Address: 11000 Terminal Access Rd, Fort Myers, FL 33913 Contact Phone: (239) 561-4141 Contact Email: jhatcher@oakfl.com Information (describe): Manufacture and Install 2 large LED signs and 4 radar feedback signs.

Contact Name: Joshua Austin Business Name: Valencia College Business Address: 500 W Livingston St Orlando, FL 32801 Contact Phone: (407)-582-1486 Contact Email: jaustin27@valenciacollege.edu Information (describe): Furnish and Install LED sign upgrades at all campuses.

Contact Name: Joseph Edwards Business Name: North Fort Myers High School / School District of Lee County Business Address: 5000 Orange Grove Blvd, North Fort Myers, FL 33903 Contact Phone: (239) 292-1689 Contact Email: josephne@leeschools.net

Information (describe): Furnish and Install 12' x 24' full video scoreboard and digital signage.

Contact Name: Amit Patel Business Name: Florida State Fair Business Address: 4800 US-301, Tampa, FL 33610 Contact Phone: (813) 363-5514 Contact Email: amit.patel@floridastatefair.com Information (describe): Furnish and Install 2 large 18' x 34' LED Signs 10mm.

Contact Name: Greg Heyn Business Name: Disney ESPN Wide World of Sports Business Address: 700 S Victory Way, Orlando, FL 34747 Contact Phone: (407) 341-5180 Contact Email: Gregory.heyn@disney.com

Information (describe): Furnish and Install LED Signs and Scoreboards.



TAB C FORMS

PROPOSALS FORM



Name of "CONTRACTOR" Submitting Proposals i2 Visual, Inc.

Name of Person Submitting Proposals John Hose

PROPOSER ACKNOWLEDGMENT

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

BIDDER'S REPRESENTATIONS

In submitting this Bid, Bidder represents that:

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

Addendum No.

Addendum Date

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress and performance of the Work.

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

Signature

Date 01/08/2024

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

"CONTRACTOR" PROFILE

i2 Visual, Inc. Submitted by (Company Name)			
Circle one of the following: Corporation Partnership	Individual	Joint Venture	
Other Describe:			
Florida Contractor License Number: ES0000	361		
Expiration Date: <u>August 31, 2024</u> Unique	Entity ID: <u>J5HEGTJ6ND21</u>	FEIN: <u>27-5113425</u>	
Office Location: 1606 Benchmark Ave., Fort	Myers, FL 33905		
Number of people in your organization: 40			
Length of time the Contractor has been doing	business under this name in Florida	a: <u>12 years</u>	year
Length of time your firm has provided services	to governmental clients: <u>12 years</u>		years
Under what other name(s) has your firm operation	ted: <u>N/A</u>		
.N/A			
	<u>n</u>		
	····		
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HOLD HARMLESS AGREEMENT

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

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

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

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

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

John Hose Contractor/ "CONTRACTOR"- Printed Name

Signature

2023-11 Digital Information Sign City Marina 150th Avenue **Project Name**

01/08/2024 Date

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

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

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

- 1. This sworn statement is submitted to the "CITY" of Madeira Beach
 - By John Hose, President

(Print individual's name and title)

for i2 Visual, Inc.

(Print name of entity submitting sworn statement)

whose business address is <u>1606 Benchmark Ave., Fort Myers, FL 33905</u> and (if applicable) its Federal Employer Identification Number (FEIN) is <u>27-5113425</u>.

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

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

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

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

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

Authorized Signature

01/08/2024

Date Signed

		Date Signed
State of: Florida		
County of: <u>Lee</u>		
Sworn to and subscribed before me this	GNUASY, 20	<u>24</u>
Personally Known or Produced Identification		
	(S	pecify Type of Identification)
Signature of Notary	MOTARY ARE	SUSAN LONG Notary Public
My Commission Expires $4/6/2026$		State of Florida Comm# HH205915
(seal)	WACE 1915	Expires 4/6/2026

This document must be completed and returned with your submission.

IMMIGRATION AFFIDAVIT CERTIFICATION

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

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

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

Company Name: <u>i2 Visual, Inc.</u>	
Print Name: John Hose	Title: President
Signature MJ. Hu	Date: 01/08/2024
State of: Florida	
County of: Lee	_
Sworn to and subscribed before me this day of	of January, 2024
Personally Known or Produced Identification	
10-2	(Specify Type of Identification)
Signature of Notary	SUSAN LONG
Signature of Notary My Commission Expires $4/6/2026$	Notary Public
(seal)	State of Florida Comm# HH205915 Expires 4/6/2026

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

BID TABULATION FORM

UNIT	EST. QUAN.	UNIT PRICE	AMOUNT
LS	1	\$ 41,063.00	\$ 41,063.00
LS	1	\$ 10,750.00	\$ 10,750.00
			\$ 51,813.00
	LS	LS 1	LS 1 \$ 41,063.00

PROPOSED TOTAL BASE CONTRACT PRICE (Amount Written in numbers) \$ 51,813.00

PROPOSED TOTAL BASE CONTRACT PRICE (Amount written in words) \$ Fifty-one thousand, eight hundred thirteen dollars.

*See attached quote for optional reduced pricing

b.J. Hr Signature:

Printed Name: John Hose

Date: 01/08/2024

i2 Visual, Inc. 1606 Benchmark Ave. Fort Myers, FL 33905



Phone: (239) 687-3223 sales@i2visual.com i2visual.com

Ship to City Marina 150th Avenue 503 150th Avenue Madeira Beach, FL 33708

Bill to City of Madeira Beach 300 Municipal Drive Madeira Beach, FL 33708

Quote #: q11030

Quote Date: 1/5/2024

Item	Description	Quantity	Price	Amount
Sales	Replace manual readerboard with Watchfire EMC Pixel Pitch: W10mm LED RGB Pixel Matrix: 150 X 180 Ventilation Style: Front Ventilation Cabinet Size: 5ft 5in H x 6ft 3in L x 8in D Viewing Area: 5ft H x 6ft L Cabinet Style: Double Face Character Size: 18 lines / 36.0 Characters at a 3" type Approx. Weight: 763.00 Lbs. Warranty: 5 year parts and onsite labor Electrical Service: 120 VOLT 36.0 amps Software Ignite OPx (cloud-based) Software Training Web Based Software Training Wireless Data Plan Life-of-sign Data Plan	1	\$41,063.00	\$41,063.00
Sales	Fabricate new 7" x 13' 2" white pole covers	2	\$325.00	\$650.00
Sales	Installation including removal and disposal of existing readerboards includes hookup to existing electrical	1	\$3,600.00	\$3,600.00
Sales	OPTION 1 - trench and run electrical approximately 100' from nearby meter and panel	1	\$6,500.00	\$6,500.00
Sales	OPTION 2 - Deduct \$12,500 for providing ADS EMC with same specifications as above except Warranty: 5 years parts, 1 year on site labor	1	\$0.00	\$0.00

i2 Visual, Inc. 1606 Benchmark Ave. Fort Myers, FL 33905



Phone: (239) 687-3223 sales@i2visual.com i2visual.com

Tax: \$0.00

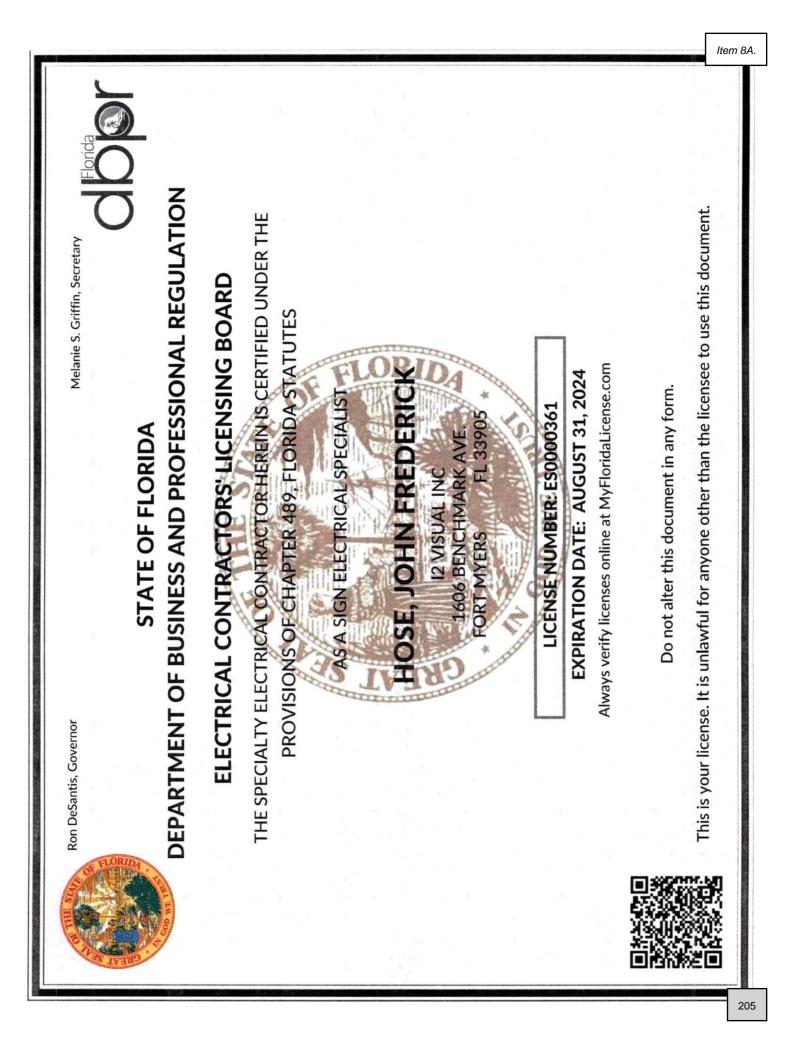
Total: \$51,813.00

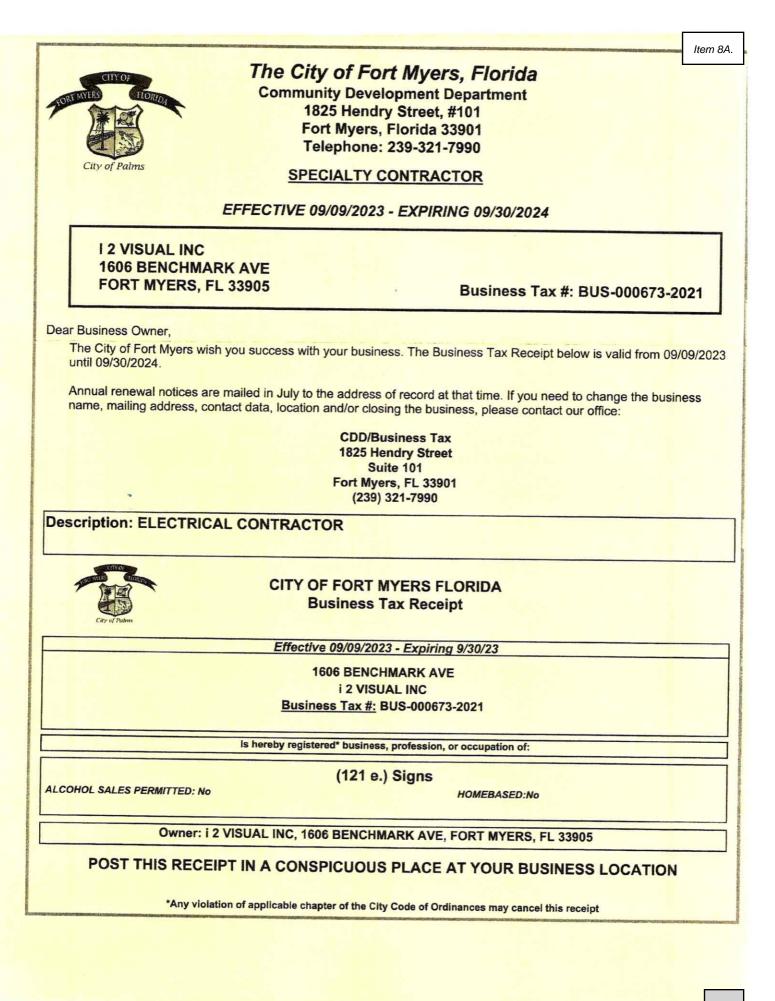


SIGN



TAB D LICENSES







Local Business Tax Receipt

12 VISUAL INC HOSE JOHN F 1606 BENCHMARK AVE FT MYERS, FL 33905

Dear Business Owner:

Your 2023 - 2024 Lee County Local Business Tax Receipt is attached below for account number / receipt: number: 1046554 / 1701225

If there is a change in one of the following, refer to the instructions on the back of this receipt.

......

- Business name
- Ownership
- Physical location
- Business closed

This is not a bill. Detach the bottom portion and display in a public location.

I hope you have a successful year.

Sincerely,

*

Location:

R. Malle Branning

Lee County Tax Collector

2023-2024 LEE COUNTY LOCAL BUSINESS TAX RECEIPT

Account Number: 1046554 Receipt Number: 1701225 State License Number: ES0000361

Account Expires: September 30, 2024

~~~~~~~~~~~~~~~~~~~~~~~

May engage in the business of:

SPECIALTY CONTRACTOR-CERTIFIED

THIS LOCAL BUSINESS TAX RECEIPT IS NON REGULATORY

Payment Information:

PAID INT-00-01357505

07/24/2023 \$ 50.00

12 VISUAL INC HOSE JOHN F 1606 BENCHMARK AVE FT MYERS, FL 33905

1606 BENCHMARK AVE FT MYERS, FL 33905

207

Detail by Entity Name



Department of State / Division of Corporations / Search Records / Search by Entity Name /

#### **Detail by Entity Name**

| Florida Profit Corporation<br>I2 VISUAL, INC. |              |  |  |
|-----------------------------------------------|--------------|--|--|
| Filing Information                            |              |  |  |
| Document Number                               | P11000019027 |  |  |
| FEI/EIN Number                                | 27-5113425   |  |  |
| Date Filed                                    | 02/24/2011   |  |  |
| State                                         | FL           |  |  |
| Status                                        | ACTIVE       |  |  |
| Last Event                                    | AMENDMENT    |  |  |
| Event Date Filed                              | 11/09/2018   |  |  |
| Event Effective Date                          | NONE         |  |  |
| Principal Address                             |              |  |  |
| 1606 Benchmark Ave.                           |              |  |  |
| Fort Myers, FL 33905                          |              |  |  |
| 01                                            |              |  |  |
| Changed: 12/22/2021                           |              |  |  |
| Mailing Address                               |              |  |  |
| 1606 Benchmark Ave.<br>Fort Myers, FL 33905   |              |  |  |
| FOIL MIYEIS, FL 33900                         |              |  |  |
| Changed: 12/22/2021                           |              |  |  |
| Registered Agent Name & Address               |              |  |  |
| Corporate Legal Solutions                     |              |  |  |
| 12670 NEW BRITTANY BLVD, SUITE 101            |              |  |  |
| FORT MYERS, FL 33907                          |              |  |  |
| Name Changed: 04/26/2023                      |              |  |  |
| Address Changed: 04/25/2021                   |              |  |  |
| Officer/Director Detail                       |              |  |  |
| Name & Address                                |              |  |  |

Title DPT

HOSE, JOHN F 17660 Wells Rd. NORTH FORT MYERS, FL 33917

#### Title S

ROBERTS, RICHARD E 8227 W JAMESTOWN CIR NORTH FORT MYERS, FL 33917

Title DVP

HOSE, CHELSEA 6142 Hellman Ave FORT MYERS, FL 33905

#### Annual Reports

| Report Year | Filed Date |
|-------------|------------|
| 2021        | 04/25/2021 |
| 2022        | 05/01/2022 |
| 2023        | 04/26/2023 |

#### Document Images

| 04/26/2023 - ANNUAL REPORT         | View image in PDF format |
|------------------------------------|--------------------------|
| 05/01/2022 - ANNUAL REPORT         | View image in PDF format |
| 12/22/2021 - AMENDED ANNUAL REPORT | View image in PDF format |
| 04/25/2021 - ANNUAL REPORT         | View image in PDF format |
| 06/02/2020 ANNUAL REPORT           | View image in PDF format |
| 03/26/2019 ANNUAL REPORT           | View image in PDF format |
| 11/09/2018 - Amendment             | View image in PDF format |
| 04/11/2018 - ANNUAL REPORT         | View image in PDF format |
| 03/30/2017 - ANNUAL REPORT         | View image in PDF format |
| 04/12/2016 ANNUAL REPORT           | View image in PDF format |
| 04/22/2015 ANNUAL REPORT           | View image in PDF format |
| 04/28/2014 - ANNUAL REPORT         | View image in PDF format |
| 04/01/2013 ANNUAL REPORT           | View image in PDF format |
| 04/26/2012 - ANNUAL REPORT         | View image in PDF format |
| 02/24/2011 - Domestic Profit       | View image in PDF format |

Florida Department of State: Division of Corporations



Above) One of i2 Visual's experienced install teams finishing one of two new FDOT standard multi-post traffic signs for Charlotte County Florida (footers, break-away structure and sign panel.)





# Installation

i2 Visual is experienced and well equippted to install signs from the ground up.

\*Channel Letters \* Pylons \* Monuments \*Traffic Signs \* Wayfinding Signage \* More

sales@i2visual.com 239-687-3223



Above) An i2 Visual's team shown using their Hydro-Vac machine to dig close to utilities without damaging them. This is a very useful machine to avoid issues on today's crowed installation sites.

# STATE CERTIFIED ELECTRICAL SIGN CONTRACTOR #ES00036

THE WISE CHOICE



### TAB E CERTIFICATE OF INSURANCE



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

Item 8A.

| Ĩ.                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                    |                                                                                                                                                            |            |             |                                  | _                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                            |                            | <u> </u>                                        |              | /04/2024       |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-------------|----------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|----------------------------|-------------------------------------------------|--------------|----------------|
| THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS<br>CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES<br>BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED<br>REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.                                      |                                                                                                    |                                                                                                                                                            |            |             |                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                            |                            |                                                 |              |                |
| IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed.<br>If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on<br>this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).                                                               |                                                                                                    |                                                                                                                                                            |            |             |                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                            |                            |                                                 |              |                |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                    |                                                                                                                                                            |            | 010111      |                                  | CONTAC                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                            | e-Dee) Thomp               | son                                             |              |                |
| -                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                    | Carr & Company                                                                                                                                             |            |             |                                  | PHONE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | (239) 93                   | 9-1996                     | FAX<br>(A/C, No):                               | (239) 2      | 205-6072       |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                    | x Mile Cypress Pkwy                                                                                                                                        |            |             |                                  | A/C No                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | dthomnsoi                  | n@insuresig.co             |                                                 |              |                |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                       | e 101                                                                                              |                                                                                                                                                            |            |             |                                  | ADDRESS: GRIGHEDGER, STORE NAIC #                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                            |                            |                                                 |              |                |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Mye                                                                                                |                                                                                                                                                            |            |             | FL 33966-6400                    | insertation and a second s |                            |                            |                                                 | 22322        |                |
| INSU                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                    | ······································                                                                                                                     |            |             |                                  | INSURE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Amorioaz                   | Interstate Ins             | urance Company, A IX                            |              | 31895          |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                    | i2 Visual, Inc.                                                                                                                                            |            |             |                                  | INSURE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                            |                            |                                                 |              |                |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                    | 1606 Benchmark Avenue                                                                                                                                      |            |             |                                  | INSURE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                            |                            |                                                 |              |                |
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|                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                    | Fort Myers                                                                                                                                                 |            |             | FL 33905                         | INSURE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                            |                            |                                                 |              |                |
| CO                                                                                                                                                                                                                                                                                                                                                                                                                                                    | /ER/                                                                                               |                                                                                                                                                            |            |             | NUMBER: CL234262460              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                            |                            | REVISION NUMBER:                                |              |                |
| т                                                                                                                                                                                                                                                                                                                                                                                                                                                     | 10 10                                                                                              | TO CERTIEV THAT THE POLICIES OF I                                                                                                                          | NSUR       | ANCE        | LISTED BELOW HAVE BEEN           | ISSUED                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | TO THE INSU                | RED NAMED A                | BOVE FOR THE POLICY PER                         | NOD          |                |
| c                                                                                                                                                                                                                                                                                                                                                                                                                                                     | EQTIF                                                                                              | TED. NOTWITHSTANDING ANY REQUIR<br>FICATE MAY BE ISSUED OR MAY PERTA<br>ISIONS AND CONDITIONS OF SUCH PO                                                   | IN. TH     | HE INS      | SURANCE AFFORDED BY THE          | E POLICI                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | ES DESCRIBEI               | D HEREIN IS SI<br>_AIMS.   | UBJECT TO ALL THE TERMS                         | HIS<br>i,    |                |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                    | TYPE OF INSURANCE                                                                                                                                          | ADDL       | SUBR<br>WVD | POLICY NUMBER                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | POLICY EFF<br>(MM/DD/YYYY) | POLICY EXP<br>(MM/DD/YYYY) |                                                 |              |                |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                       | ×                                                                                                  | COMMERCIAL GENERAL LIABILITY                                                                                                                               |            |             |                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                            |                            | EACH OCCURRENCE                                 | \$ 1,00      |                |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                    |                                                                                                                                                            |            |             |                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                            |                            | DAMAGE TO RENTED<br>PREMISES (Ea occurrence)    | 3            | ,000           |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                    |                                                                                                                                                            |            |             |                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                            |                            | MED EXP (Any one person)                        | s 10,0       |                |
| Α                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                    |                                                                                                                                                            |            |             | NGL-1003112-03                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 03/20/2023                 | 03/20/2024                 | PERSONAL & ADV INJURY                           | s 1,000,000  |                |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                       | GEN                                                                                                | I'L AGGREGATE LIMIT APPLIES PER:                                                                                                                           |            |             |                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                            |                            | GENERALAGGREGATE                                | \$ 2,000,000 |                |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                    |                                                                                                                                                            |            | [           |                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                            |                            | PRODUCTS - COMP/OP AGG                          | *            | 0,000          |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                    | OTHER:                                                                                                                                                     |            |             |                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                            |                            |                                                 | \$           |                |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                       | AUT                                                                                                | OMOBILE LIABILITY                                                                                                                                          |            |             |                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                            |                            | (Ea accident)                                   | \$ 1,00      | 0,000          |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                       | ×                                                                                                  |                                                                                                                                                            |            |             |                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                            |                            | BODILY INJURY (Per person)                      |              |                |
| Α                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                    | AUTOS ONLY AUTOS                                                                                                                                           |            | 1           | NBA-1003111-03                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 03/20/2023                 | 03/20/2024                 | BODILY INJURY (Per accident)<br>PROPERTY DAMAGE | \$           |                |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                       | X                                                                                                  |                                                                                                                                                            |            |             |                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                            |                            | (Per accident)                                  | \$           |                |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                    |                                                                                                                                                            |            |             |                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                            |                            |                                                 | S E O        | 000            |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                       | $\times$                                                                                           |                                                                                                                                                            |            |             | 1                                | 03/20/202                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                            | 3 03/20/2024               | EACH OCCURRENCE                                 | \$ 6.01      | 00,000         |
| Α                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                    | EXCESS LIAB CLAIMS-MADE                                                                                                                                    |            |             | NEC-6006067-03                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 03/20/2023                 |                            | AGGREGATE                                       | 3            |                |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                    | DED RETENTION \$                                                                                                                                           | <b> _</b>  | 1           |                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <u> </u>                   |                            | PER I OTH-                                      | s            |                |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                    | DRKERS COMPENSATION<br>ID EMPLOYERS' LIABILITY Y/N<br>IY PROPRIETOR/PARTNER/EXECUTIVE Y<br>FICER/MEMBER EXCLUDED?<br>andatory in NH)<br>es, describe under |            |             |                                  | 05/                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                            | 05/09/2024                 |                                                 | s 1,00       | 0.000          |
| в                                                                                                                                                                                                                                                                                                                                                                                                                                                     | ANY                                                                                                |                                                                                                                                                            |            |             | AVWCFL3178232023                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 05/09/2023                 |                            | E.L. EACH ACCIDENT                              |              | 0,000          |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                       | (Mar                                                                                               |                                                                                                                                                            |            |             |                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                            |                            | E.L. DISEASE - EA EMPLOYEE                      |              | 00,000         |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                       | DES                                                                                                | CRIPTION OF OPERATIONS below                                                                                                                               | <b> </b> - |             |                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                            |                            | E.L. DISEASE - POLICY LIMIT                     | 5 .,         |                |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                    |                                                                                                                                                            |            |             |                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                            |                            |                                                 |              |                |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                       | <br>CRIPT                                                                                          | TION OF OPERATIONS / LOCATIONS / VEHICLE                                                                                                                   | ES (AC     | CORD 1      | 01, Additional Remarks Schedule. | may be a                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | ittached if more s         | pace is required)          | l                                               | 1            |                |
| DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)<br>When required by contract or agreement and permitted by law, subject to policy terms, conditions and exclusions, the Additional Insured blanket<br>endorsement is automatic and applies in favor of the Certificate Holder in respects to the operations of the insured, on behalf of the Certificate Holder. |                                                                                                    |                                                                                                                                                            |            |             |                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                            |                            |                                                 |              |                |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                    | AL LIABILITY - BLANKET ADDITIONAL                                                                                                                          |            |             |                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                            |                            |                                                 |              |                |
| SU                                                                                                                                                                                                                                                                                                                                                                                                                                                    | BROI                                                                                               | GATION COVERAGE IS PRIMARY AN                                                                                                                              | ND NO      | ON-CO       | ONTRIBUTORY                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                            |                            |                                                 |              |                |
| BU                                                                                                                                                                                                                                                                                                                                                                                                                                                    | BUSINESS AUTO - BLANKET ADDITIONAL INSURED, BLANKET WAIVER OF SUBROGATION. COVERAGE IS PRIMARY AND |                                                                                                                                                            |            |             |                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                            |                            |                                                 |              |                |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                       | N-U(                                                                                               | ONTRIBUTORY.                                                                                                                                               |            |             |                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                            |                            |                                                 |              |                |
| CERTIFICATE HOLDER CANCELLATION                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                    |                                                                                                                                                            |            |             |                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                            |                            |                                                 |              |                |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                       | NII                                                                                                |                                                                                                                                                            |            |             |                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                            |                            |                                                 |              | <u> </u>       |
| SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE<br>THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN<br>ACCORDANCE WITH THE POLICY PROVISIONS.                                                                                                                                                                                                                                                                                  |                                                                                                    |                                                                                                                                                            |            |             | DBEFORE                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                            |                            |                                                 |              |                |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                    |                                                                                                                                                            |            |             |                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                            |                            |                                                 |              |                |
| City of Madeira Beach                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                    |                                                                                                                                                            |            |             |                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                            |                            |                                                 |              |                |
| 300 Municipal Drive AUTHORIZED REPRESENTATIVE                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                    |                                                                                                                                                            |            |             |                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                            |                            |                                                 |              |                |
| Madeira Beach FL 33708 An br /ku-                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                    |                                                                                                                                                            |            |             |                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                            |                            |                                                 |              |                |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                    | Madeira Beach                                                                                                                                              |            |             | FL 33708                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <u>.</u> ,,,,,             |                            |                                                 |              |                |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                    |                                                                                                                                                            |            |             |                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                            | © 1988-2015                | ACORD CORPORATION                               | . All rig    | ghts reserved. |

The ACORD name and logo are registered marks of ACORD

| AGENCY | CUSTOMER ID: | 00200186 |
|--------|--------------|----------|
|--------|--------------|----------|

LOC #:



#### ADDITIONAL REMARKS SCHEDULE

Page of

| AGENCY<br>Herndon-Carr & Company | NAMED INSURED<br>12 Visual, Inc. |                 |  |  |  |
|----------------------------------|----------------------------------|-----------------|--|--|--|
| POLICY NUMBER                    |                                  |                 |  |  |  |
| CARRIER                          | NAIC CODE                        |                 |  |  |  |
|                                  |                                  | EFFECTIVE DATE: |  |  |  |
| ADDITIONAL REMARKS               |                                  |                 |  |  |  |

#### THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM TITLE: Certificate of Liability Insurance FORM NUMBER: 25

NON-CONTRIBUTORY. WORKERS COMPENSATION - BLANKET WAIVER OF SUBROGATION



## TAB F SIGNED AGREEMENTS

#### EXHIBIT A

#### PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION

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

This sworn statement is submitted to the CITY OF MADEIRA BEACH by John Hose, President
[print individual's name and title]

for i2 Visual, Inc.

| [print name of entity submitting sworn statement]                                                                                                |                                          |
|--------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------|
| whose business address is: 1606 Benchmark Ave., Fort Myers, FL 33905                                                                             |                                          |
| and Federal Employer Identification Number (FEIN) is <u>27-5113425</u><br>Social Security Number of the individual signing this sworn statement: | , if the entity has no FEIN, include the |

I understand that no person or entity shall be awarded or receive a City contract for public improvements, procurement of goods or services (including professional services) or a City lease, franchise, concession, or management agreement, or shall receive a grant of City monies unless such person or entity has submitted a written certification to the City that it has not:

- been convicted of bribery or attempting to bribe a public officer or employee of the city, the State of Florida, or any other public entity, including, but not limited to the Government of the United States, any state, or any local government authority in the United States, in that officer's or employee's official capacity; or
- 2. been convicted of an agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid a fixed price, or otherwise; or
- been convicted of a violation of an environmental law that, in the sole opinion of the City's. Project Manager, reflects negatively upon the ability of the person or entity to conduct business in a responsible manner; or
- 4. made an admission of guilt of such conduct described in items (1), (2) or (3) above, which. is a matter of record, but has not been prosecuted for such conduct, or has made an admission of guilt of such conduct, which is a matter of record, pursuant to formal prosecution. An admission of guilt shall be construed to include a plea of nolo contendere; or
- 5. where an officer, official, agent or employee of a business entity has been convicted of or has admitted guilt to any of the crimes set forth above on behalf of such and entity and pursuant to the direction or authorization of an official thereof (including the person committing the offense, if he is an official of the business entity), the business shall be chargeable with the conduct herein. above set forth. A business entity shall be chargeable with the conduct of an affiliated entity, whether wholly owned, partially owned, or one which has common ownership or a common Board. of Directors. For purposes of this Form, business entities are affiliated if, directly or indirectly, one business entity controls or has the power to control another business entity, or if an individual or group of individuals controls or has the power to control both entities. Indicia of control shall include, without limitation, interlocking management or ownership, identity of interests among family members, shared organization of a business entity following the ineligibility of a business entity under this Article, or using substantially the same management, ownership, or principles as the ineligible entity.

Any person or entity who claims that this Article is inapplicable to him/her/it because a conviction or judgment has been reversed by a court of competent jurisdiction, shall prove the same with documentation satisfactory to the City Manager. Upon presentation of such satisfactory proof, the person or entity shall be allowed to contract with the City. I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CITY IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT ANY CONTRACT OR BUSINESS TRANSACTION SHALL PROVIDE FOR SUSPENSION OF PAYMENTS, OR TERMINATION, OR BOTH, IF THE CONTRACTING OFFICER OR THE CITY ADMINISTRATOR DETERMINES THAT SUCH PERSON OR ENTITY HAS MADE FALSE CERTIFICATION.

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

Authorized Signature 01/08/2024

Date Signed

State of: Florida

Lee County of:

Sworn to and subscribed before me this 3 day of 3

Personally Known \_\_\_\_\_ or Produced Identification \_\_\_\_

(Specify Type of Identification Signature of Notary

4/4/2026 My Commission Expires \_



SUSAN LONG Notary Public State of Florida Comm# HH205915 Expires 4/6/2026

## EXHIBIT B DRUG FREE WORKPLACE CERTIFICATION

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

This sworn statement is submitted to the City of Madeira Beach by John Hose, President

[print individual's name and title]

| for i2 Visual, Inc.                           | [print name of entity su               | tity submitting sworn statement] |  |  |
|-----------------------------------------------|----------------------------------------|----------------------------------|--|--|
| whose business address is: 1606 Benchmark     | k Ave., Fort Myers, FL 33905           | and (if                          |  |  |
| applicable) its Federal Employer Identificati | ion Number (FEIN) is <u>27-5113425</u> | (If the entity has no FEIN,      |  |  |
|                                               |                                        |                                  |  |  |

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

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

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

- (i) the dangers of drug abuse in the workplace.
- (ii) the person's or entity's policy of maintaining a drug-free environment at all its workplaces, including but not limited to all locations where employees perform any task relating to any portion of such contract, business transaction or grant.
- (iii) any available drug counseling, rehabilitation, and employee assistance programs; and
- (iv) the penalties that may be imposed upon employees for drug abuse violations.

(2) Requiring the employee to sign a copy of such written statement to acknowledge his or her receipt of same and advice as to the specifics of such policy. Such person or entity shall retain the statements signed by its employees. Such person or entity shall also post in a prominent place at all of its workplaces a written statement of its policy containing the foregoing elements (i) through (iv).

(3) Notifying the employee in the statement required by subsection (1) that as a condition of employment the employee will:

- (i) abide by the terms of the statement; and
- (ii) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such a conviction.

(4) Notifying the City within ten (10) days after receiving notice under subsection (3) from an employee or otherwise receiving actual notice of such conviction.

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

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

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CITY OF MADEIRA BEACH IS

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

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

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

A

Authorized Signature 01/08/2024

Date Signed

State of: Flosida

County of:

My Commission Expires

Sworn to and subscribed before me this S day of  $\overline{Saruary}, 2024$ 

Personally Known \_\_\_\_\_ or Produced Identification \_\_\_\_\_

(Specify Type of Identificat Signature of Notary



SUSAN LONG Notary Public State of Florida Comm# HH205915 Expires 4/6/2026



Phone: (239) 687-3223 sales@i2visual.com i2visual.com

Ship to City Marina 150th Avenue 503 150th Avenue Madeira Beach, FL 33708

Bill to **City of Madeira Beach** 300 Municipal Drive Madeira Beach, FL 33708

## Quote #: q11030

Quote Date: 1/5/2024

| Item  | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Quantity | Price       | Amount      |
|-------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-------------|-------------|
| Sales | Replace manual readerboard with<br>Watchfire EMC<br>Pixel Pitch: W10mm LED RGB<br>Pixel Matrix: 150 X 180<br>Ventilation Style: Front Ventilation<br>Cabinet Size: 5ft 5in H x 6ft 3in L x 8in<br>D<br>Viewing Area: 5ft H x 6ft L<br>Cabinet Style: Double Face<br>Character Size: 18 lines / 36.0<br>Characters at a 3" type<br>Approx. Weight: 763.00 Lbs.<br>Warranty: 5 year parts and onsite labor<br>Electrical Service: 120 VOLT 36.0 amps<br>Software Ignite OPx (cloud-based)<br>Software Training Web Based Software<br>Training<br>Wireless Data Plan Life-of-sign Data<br>Plan | 1        | \$41,063.00 | \$41,063.00 |
| Sales | Fabricate new 7" x 13' 2" white pole covers                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | 2        | \$325.00    | \$650.00    |
| Sales | Installation including removal and disposal of existing readerboards includes hookup to existing electrical                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | 1        | \$3,600.00  | \$3,600.00  |

\$0.00

Tax:

Total: \$45,313.00

i2 Visual, Inc. 1606 Benchmark Ave. Fort Myers, FL 33905



Phone: (239) 687-3223 sales@i2visual.com i2visual.com

## Acceptance

I accept the services performed by i2 Visual, Inc. are to my satisfaction.

## Authorization

I hereby authorize i2 Visual, Inc. to complete the proposed service, repair, or replacement and agree to pay the invoiced amount upon completion. I additionally certify that I am fully authorized to authorize this work and commit to payment.

## STATEMENT OF QUALIFICATIONS

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

- 1. Name of Contractor: Fastsigns of Clearwater 2. Name of Business (if different than #1): Lucke Enterprises, INC
- 3. Form of Entity: S COSP
- 4. Permanent Main Office and Mailing addresses and pertinent contact information (phone, email, etc.): 712 SMissouri Ave Clearwater, Fl 33756 727-797-1177
- 5. Date Organized: 09/1991 TOULW & Fastsians.com
- Clearworter, FI 6. Where Organized:
- 7. How many years have you been engaged in the Marine Dock building under your present name; also, state names and dates of previous business names, if any.
- 8. In the last five years, has "Contractor" ever been terminated from a contract or project? If so, explain situation.: NO
- 9. In the last five years, has Contractor ever been party to litigation related to the Contractor's work? If so, explain situation.: NO
- 10. List the most important contracts entered by the Contractor in the last year; identify contracting party and term of contract.:
- 11. List your key personnel available for this contract.: Jodd William, Jairus Blokin, Michael Lucke The City of Madeira Beach reserves the right to request from finalist(s) the latest financial statements as well as to request such additional information as may be reasonably necessary to determine whether the Contractor should be awarded the service contract.

Authorized Signature

AY COMMISSION # HH362283 5 EXPIRES: February 14, 2027

Date Signed

## NOTARY

| State of: Florida                                     |                                  |
|-------------------------------------------------------|----------------------------------|
| County of: Pinellas                                   |                                  |
| Sworn to and subscribed before me this $20 Th$ day of | f. December, 2023.               |
| Personally Known X or Produced Identification         | (Specify Type of Identification) |
| Signature of Notary Mather Berger                     | (seal)                           |
| My Commission Expires 2-14-2027                       | WALTER BERGEY                    |

## REFERENCES

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

| Information below to be included for all five references in the proposal. |
|---------------------------------------------------------------------------|
| Contact Name Ellioff Wentworth                                            |
| Business Name CRand & Construction                                        |
| Business Address 620 Scott Circle Havang, F132333                         |
| Contact Phone 678-749-9726                                                |
| Contact Email Elliotta crandr construction. net Other                     |
| Information (describe):                                                   |
|                                                                           |

## **INSURANCE REQUIREMENTS**

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

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

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

Owner's and Consultant's Protective Liability.

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

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

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

## INDEMNIFICATION

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

### **PROFESSIONAL REFERENCES:**

1. Elliott Wentworth

CR and R Construction

620 Scott Circle

Havana, Fl 32333

Elliott.wentworth@crandrconstruction.com

678-749-9726

2. Susan Thompson

Primetime Construction

1236 Cleveland St Clearwater, FL 33755

## susan@primetimeconstruction.com

813-690-2592

3. Michael York

CSM South

3816 Gunn Hwy, Tampa, FL 33618

Mayork@csmsouth.com

813-961-9351

4. Julie Labelle

**AYR Wellness** 

18770 N CR 225 Gainesville, FL 32609

julie.labelle@ayrwellness.com

407.312.9554

5. Pat Siegling

Skycrest UM Church

2045 Drew Street Clearwater , FL 33765 US

pat@skycrest.net (727) 446-2218

## NO COLLUSION

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

## TERMINATION

The resulting contract may be canceled by the City when:

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

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

## SUBMITTAL WITHDRAWAL

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

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

## TAXES, FEES, CODES, LICENSING

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

## COMPLIANCE WITH ALL APPLICABLE LAWS

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

## PROPOSAL PACKAGE SECTIONS

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

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

## PROPOSALS FORM



| Name of "CONTRACTOR" Submitting Proposals  | Fastsigns of Clearwater |
|--------------------------------------------|-------------------------|
| Name of Person Submitting Proposals Todd L | Villiams                |

## PROPOSER ACKNOWLEDGMENT

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

## **BIDDER'S REPRESENTATIONS**

In submitting this Bid, Bidder represents that:

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

| Adden | dum No. | Addendum Date |  |  |  |  |
|-------|---------|---------------|--|--|--|--|
|       |         |               |  |  |  |  |
|       |         |               |  |  |  |  |

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

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

Signature Date

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

## "CONTRACTOR" PROFILE

| Fastsians of Clearwater<br>Submitted by (Company Name)                                            |                 |
|---------------------------------------------------------------------------------------------------|-----------------|
| Circle one of the following:<br>Corporation Partnership Individual J                              | oint Venture    |
| Other Describe:                                                                                   |                 |
| Florida Contractor License Number: ES 12001844 and ES120                                          | 02186           |
| Expiration Date: 08 2024 Unique Entity ID:F                                                       | EIN: 59-3082676 |
| Office Location: 712 S Missouri Ave Clearwater, FI                                                | 33754           |
| Number of people in your organization:                                                            |                 |
| Length of time the Contractor has been doing business under this name in Florida:                 | years.          |
| Length of time your firm has provided services to governmental clients:                           | years.          |
| Under what other name(s) has your firm operated: Fastsigns of Largo                               | 4               |
| Has or is your firm currently involved in any formal court proceedings regarding any of yo<br>YES | ur contracts?   |
| If yes, Include a detailed explanation.                                                           |                 |
|                                                                                                   | -               |
| ·                                                                                                 |                 |
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|                                                                                                   |                 |
|                                                                                                   |                 |

## HOLD HARMLESS AGREEMENT

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

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

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

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

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

Fastsigns - Clearwater ractor/ "CONTRACTOR"- Printed Name Contractor/ Signature

Digital Information Sign Project Name City Marina 150 th Ave

Date

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

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

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

- 1. This sworn statement is submitted to the "CITY" of Madeira Beach
  - By lodd Williams

(Print individual's name and title)

for Fastsians of Clearwater

(Print name of entity submitting sworn statement)

whose business address is <u>712</u> S Missouri Are Cleanwater, FI 3375 (e and (if applicable) its Federal Employer Identification Number (FEIN) is <u>59 308 207</u> (

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

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

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

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

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

Authorized Signature

Date Signed

State of: Florida

County of: Pinellas

Sworn to and subscribed before me this 20 Th day of December, 2023

Personally Known \_\_\_\_\_\_ or Produced Identification \_\_\_\_\_\_

(Specify Type of Identification)

Walter Berger

Signature of Notary

My Commission Expires 2-14-2027

(seal)

This document must be completed and returned with your submission.



## IMMIGRATION AFFIDAVIT CERTIFICATION

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

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

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

Company Name: Lucke Enterprises Inc Print Name: Michael bucke Title: President Signature Date: 12/20/23 State of: Florida County of: Pinellas Sworn to and subscribed before me this 20th day of December, 2023 Personally Known or Produced Identification (Specify Type of Identification) Signature of Notary My Commission Expires 2-14-2027 (seal) WALTER BERGEY

MY COMMISSION # HH362283 EXPIRES: February 14, 2027

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

232

## **BID TABULATION FORM**

| Description                          | UNIT | EST. QUAN. | UNIT PRICE   | AMOUNT                  |
|--------------------------------------|------|------------|--------------|-------------------------|
| 5x6w Digital LED<br>Sign: Total Cost | LS   | 1          | \$ 44,713.50 | \$ 44,713.50            |
| Parts and Labor:<br>Total Cost       | LS   | 1          | \$ 4,073.00  | \$ 4,073.00             |
| TOTAL Project cost                   |      |            |              | <sup>\$</sup> 48,786.50 |

48,786.50 PROPOSED TOTAL BASE CONTRACT PRICE (Amount Written in numbers) \$

PROPOSED TOTAL BASE CONTRACT PRICE (Amount written in words) \$ Forty-Eight Thousand, Seven Hundred & Eighty Six-Dollars & Fifty Cents

\*\*\*

Additional Cost to run (2) 120V 20 amp circuits from Existing Panel Box to Sign Base (Approx. 85 ft.) \$4,876.00

Four thousand, eight hundred & seventy-six dollars

had S. Lucke Signature:

Printed Name:

12/20/23 Date:

## EXHIBIT A

## PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION

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

This sworn statement is submitted to the CITY OF MADEIRA BEACH by Todd Williams [print individual's name and title]

for <u>Fastsigns of Clearwater</u> [print name of entity submitting sworn statement]

whose business address is: 712 5 Missouri Ave Cleanwater, FI 33756

and Federal Employer Identification Number (FEIN) is 59.308 207 4, if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

I understand that no person or entity shall be awarded or receive a City contract for public improvements, procurement of goods or services (including professional services) or a City lease, franchise, concession, or management agreement, or shall receive a grant of City monies unless such person or entity has submitted a written certification to the City that it has not:

- 1. been convicted of bribery or attempting to bribe a public officer or employee of the city, the State of Florida, or any other public entity, including, but not limited to the Government of the United States, any state, or any local government authority in the United States, in that officer's or employee's official capacity; or
- 2. been convicted of an agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid a fixed price, or otherwise; or
- 3. been convicted of a violation of an environmental law that, in the sole opinion of the City's. Project Manager, reflects negatively upon the ability of the person or entity to conduct business in a responsible manner; or
- made an admission of guilt of such conduct described in items (1), (2) or (3) above, which. 4. is a matter of record, but has not been prosecuted for such conduct, or has made an admission of guilt of such conduct, which is a matter of record, pursuant to formal prosecution. An admission of guilt shall be construed to include a plea of nolo contendere; or
- 5. where an officer, official, agent or employee of a business entity has been convicted of or has admitted guilt to any of the crimes set forth above on behalf of such and entity and pursuant to the direction or authorization of an official thereof (including the person committing the offense, if he is an official of the business entity), the business shall be chargeable with the conduct herein. above set forth. A business entity shall be chargeable with the conduct of an affiliated entity, whether wholly owned, partially owned, or one which has common ownership or a common Board. of Directors. For purposes of this Form, business entities are affiliated if, directly or indirectly, one business entity controls or has the power to control another business entity, or if an individual or group of individuals controls or has the power to control both entities. Indicia of control shall include, without limitation, interlocking management or ownership, identity of interests among family members, shared organization of a business entity following the ineligibility of a business entity under this Article, or using substantially the same management, ownership, or principles as the ineligible entity.

Any person or entity who claims that this Article is inapplicable to him/her/it because a conviction or judgment has been reversed by a court of competent jurisdiction, shall prove the same with documentation satisfactory to the City Manager. Upon presentation of such satisfactory proof, the person or entity shall be allowed to contract with the City. I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CITY IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT ANY CONTRACT OR BUSINESS TRANSACTION SHALL PROVIDE FOR SUSPENSION OF PAYMENTS, OR TERMINATION, OR BOTH, IF THE CONTRACTING OFFICER OR THE CITY ADMINISTRATOR DETERMINES THAT SUCH PERSON OR ENTITY HAS MADE FALSE CERTIFICATION.

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

Authorized Signature 7.3

Date Signed

State of: Florida

County of: <u>Pinellas</u>

Sworn to and subscribed before me this 20th day of December, 2023

Personally Known \_\_\_\_\_\_ or Produced Identification \_\_\_\_\_\_

(Specify Type of Identification) Walter Berghy Signature of Notary

My Commission Expires 2-14-2027

AAAAAAA MY COMMISSION # ary 14, 2027

## EXHIBIT B DRUG FREE WORKPLACE CERTIFICATION

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

| This sworn statement is submitted to the City of Madeira Beach by                 | Todd williams                                  |
|-----------------------------------------------------------------------------------|------------------------------------------------|
|                                                                                   | [print individual's name and title]            |
| for Fastsigns of Clearwater [pri<br>whose business address is: 712 5 Missouri Ave | int name of entity submitting sworn statement] |
| whose business address is: /12 5 MISSOURI AVE                                     | 2 Cleanater 1-135 156 and (if                  |
| applicable) its Federal Employer Identification Number (FEIN) is $59$             | 1.308 207 Le (If the entity has no FEIN,       |
|                                                                                   |                                                |

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

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

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

- (i) the dangers of drug abuse in the workplace.
- (ii) the person's or entity's policy of maintaining a drug-free environment at all its workplaces, including but not limited to all locations where employees perform any task relating to any portion of such contract, business transaction or grant.
- (iii) any available drug counseling, rehabilitation, and employee assistance programs; and
- (iv) the penalties that may be imposed upon employees for drug abuse violations.

(2) Requiring the employee to sign a copy of such written statement to acknowledge his or her receipt of same and advice as to the specifics of such policy. Such person or entity shall retain the statements signed by its employees. Such person or entity shall also post in a prominent place at all of its workplaces a written statement of its policy containing the foregoing elements (i) through (iv).

(3) Notifying the employee in the statement required by subsection (1) that as a condition of employment the employee will:

- (i) abide by the terms of the statement; and
- (ii) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such a conviction.

(4) Notifying the City within ten (10) days after receiving notice under subsection (3) from an employee or otherwise receiving actual notice of such conviction.

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

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

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CITY OF MADEIRA BEACH IS

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

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

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

and Authorized Signature Date Signed

State of: Florida

County of: Pinellas

Sworn to and subscribed before me this 20 Th day of December, 2023

Personally Known \_\_\_\_\_\_ or Produced Identification \_\_\_\_\_\_

(Specify Type of Identification) Bendly Signature of Notary

My Commission Expires  $\frac{2}{2}$ -14 - 2027

WALTER BERGEY MY COMMISSION # HH362283 Core of EXPIRES: February 14, 2027 Ron DeSantis, Governor

Melanie S. Griffin, Secretary



Item 8/

# STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

# ELECTRICAL CONTRACTORS' LICENSING BOARD

THE SPECIALTY ELECTRICAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

AS A SIGN ELECTRICAL SPECIALIST

BLOUIN, JAIRUS MARLOW FASTSIGNS OF CLEARWATER 2781 GULF TO BAY BLVD CLEARWATER FL 33759

LICENSE NUMBER: ES12001844

# **EXPIRATION DATE: AUGUST 31, 2024**

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## **CERTIFICATE OF LIABILITY INSURANCE**

Item 8A. DATE 12/28/2023

| C<br>B                                                                                                                                                                                                                                                                                                                                                                                  | THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS<br>CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES<br>BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED<br>REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. |                                                 |                                                   |                                |                                        |                                         |                                                                      |          |                        |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------|---------------------------------------------------|--------------------------------|----------------------------------------|-----------------------------------------|----------------------------------------------------------------------|----------|------------------------|
| IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed.<br>If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on<br>this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). |                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                 |                                                   |                                |                                        |                                         |                                                                      |          |                        |
|                                                                                                                                                                                                                                                                                                                                                                                         | DDUCER Harbor Insurance Group                                                                                                                                                                                                                                                                                                                                                                                    |                                                 |                                                   | CONTAC<br>NAME:                |                                        | n Thiewes                               |                                                                      |          |                        |
|                                                                                                                                                                                                                                                                                                                                                                                         | 810 63rd Avenue North                                                                                                                                                                                                                                                                                                                                                                                            |                                                 |                                                   | PHONE<br>(A/C, No              |                                        | 528-2240                                | FAX<br>(A/C, No):                                                    | (727)5   | 528-2241               |
|                                                                                                                                                                                                                                                                                                                                                                                         | St Petersburg, FL 33702                                                                                                                                                                                                                                                                                                                                                                                          |                                                 |                                                   | E-MAIL<br>ADDRES               |                                        | nt@harborins                            |                                                                      |          |                        |
|                                                                                                                                                                                                                                                                                                                                                                                         | License #: A275363                                                                                                                                                                                                                                                                                                                                                                                               |                                                 |                                                   |                                | INS                                    | URER(S) AFFOR                           | RDING COVERAGE                                                       |          | NAIC #                 |
|                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                 |                                                   | INSURE                         | RA: West                               | American                                | Insurance Company                                                    | у        | 44393                  |
| INSU                                                                                                                                                                                                                                                                                                                                                                                    | Lucke Enterprises, Inc                                                                                                                                                                                                                                                                                                                                                                                           |                                                 |                                                   | INSURE                         | RB: Ohio                               | Casualty I                              | nsurance Company                                                     |          | 24074                  |
|                                                                                                                                                                                                                                                                                                                                                                                         | DBA Fast Signs Of Clearv                                                                                                                                                                                                                                                                                                                                                                                         | vater                                           |                                                   | INSURE                         | R C :                                  |                                         |                                                                      |          |                        |
|                                                                                                                                                                                                                                                                                                                                                                                         | 712 S Missouri Ave                                                                                                                                                                                                                                                                                                                                                                                               |                                                 |                                                   | INSURE                         | RD:                                    |                                         |                                                                      |          |                        |
|                                                                                                                                                                                                                                                                                                                                                                                         | Clearwater, FL 33756                                                                                                                                                                                                                                                                                                                                                                                             |                                                 |                                                   | INSURE                         | RE:                                    |                                         |                                                                      |          |                        |
|                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                 |                                                   | INSURE                         |                                        |                                         |                                                                      | 200      |                        |
|                                                                                                                                                                                                                                                                                                                                                                                         | VERAGES CERTIFY THAT THE POLICIES C                                                                                                                                                                                                                                                                                                                                                                              | -                                               | NUMBER: 00005671-1                                |                                |                                        |                                         | REVISION NUMBER:                                                     | 299      |                        |
| IN<br>C<br>E                                                                                                                                                                                                                                                                                                                                                                            | NDICATED. NOTWITHSTANDING ANY REQ<br>ERTIFICATE MAY BE ISSUED OR MAY PER<br>EXCLUSIONS AND CONDITIONS OF SUCH R                                                                                                                                                                                                                                                                                                  | UIREMEN <sup>-</sup><br>RTAIN, THE<br>POLICIES. | T, TERM OR CONDITION OF<br>E INSURANCE AFFORDED E | F ANY CO<br>BY THE I<br>BEEN R | ONTRACT OF<br>POLICIES DE<br>EDUCED BY | OTHER DOC<br>SCRIBED HEF<br>PAID CLAIMS | UMENT WITH RESPECT T<br>REIN IS SUBJECT TO ALL 1                     | O WHIC   | CH THIS                |
| INSR<br>LTR                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                  | ADDL SUBR                                       | POLICY NUMBER                                     |                                | POLICY EFF<br>(MM/DD/YYYY)             | POLICY EXP<br>(MM/DD/YYYY)              | LIMI                                                                 | rs       |                        |
| Α                                                                                                                                                                                                                                                                                                                                                                                       | X COMMERCIAL GENERAL LIABILITY                                                                                                                                                                                                                                                                                                                                                                                   |                                                 | BKW58415429                                       |                                | 10/03/2023                             | 10/03/2024                              | EACH OCCURRENCE<br>DAMAGE TO RENTED                                  | \$       | 1,000,000              |
|                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                 |                                                   |                                |                                        |                                         | PREMISES (Ea occurrence)                                             | \$       | 200,000                |
|                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                 |                                                   |                                |                                        |                                         | MED EXP (Any one person)                                             | \$       | 15,000                 |
|                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                 |                                                   |                                |                                        |                                         | PERSONAL & ADV INJURY                                                | \$<br>\$ | 1,000,000<br>2,000,000 |
|                                                                                                                                                                                                                                                                                                                                                                                         | GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY X PRO-<br>JECT LOC                                                                                                                                                                                                                                                                                                                                                  |                                                 |                                                   |                                |                                        |                                         | GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG                          | \$       | 2,000,000              |
|                                                                                                                                                                                                                                                                                                                                                                                         | OTHER:                                                                                                                                                                                                                                                                                                                                                                                                           |                                                 |                                                   |                                |                                        |                                         | FRODUCTS - COMP/OF AGG                                               | \$       | 2,000,000              |
| Α                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                 | BAW58415429                                       |                                | 10/03/2023                             | 10/03/2024                              | COMBINED SINGLE LIMIT<br>(Ea accident)                               | \$       | 1,000,000              |
|                                                                                                                                                                                                                                                                                                                                                                                         | ANY AUTO                                                                                                                                                                                                                                                                                                                                                                                                         |                                                 |                                                   |                                |                                        |                                         | BODILY INJURY (Per person)                                           | \$       |                        |
|                                                                                                                                                                                                                                                                                                                                                                                         | OWNED SCHEDULED AUTOS ONLY                                                                                                                                                                                                                                                                                                                                                                                       |                                                 |                                                   |                                |                                        |                                         | BODILY INJURY (Per accident)                                         |          |                        |
|                                                                                                                                                                                                                                                                                                                                                                                         | AUTOS ONLY<br>HIRED<br>AUTOS ONLY<br>X AUTOS ONLY<br>X AUTOS ONLY<br>AUTOS ONLY                                                                                                                                                                                                                                                                                                                                  |                                                 |                                                   |                                |                                        |                                         | PROPERTY DAMAGE<br>(Per accident)                                    | \$       |                        |
| _                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                 |                                                   |                                |                                        |                                         |                                                                      | \$       | 0.000.000              |
| В                                                                                                                                                                                                                                                                                                                                                                                       | X UMBRELLA LIAB OCCUR<br>EXCESS LIAB CLAIMS-MADE                                                                                                                                                                                                                                                                                                                                                                 |                                                 | USO58415429                                       |                                | 10/03/2023                             | 10/03/2024                              | EACH OCCURRENCE                                                      | \$       | 2,000,000<br>2,000,000 |
|                                                                                                                                                                                                                                                                                                                                                                                         | CEAING-WADE                                                                                                                                                                                                                                                                                                                                                                                                      |                                                 |                                                   |                                |                                        |                                         | AGGREGATE                                                            | \$<br>\$ | 2,000,000              |
|                                                                                                                                                                                                                                                                                                                                                                                         | WORKERS COMPENSATION                                                                                                                                                                                                                                                                                                                                                                                             |                                                 |                                                   |                                |                                        |                                         | PER OTH-<br>STATUTE ER                                               | φ        |                        |
|                                                                                                                                                                                                                                                                                                                                                                                         | AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE                                                                                                                                                                                                                                                                                                                                                     |                                                 |                                                   |                                |                                        |                                         | E.L. EACH ACCIDENT                                                   | \$       |                        |
|                                                                                                                                                                                                                                                                                                                                                                                         | (Mandatory in NH)                                                                                                                                                                                                                                                                                                                                                                                                | N / A                                           |                                                   |                                |                                        |                                         | E.L. DISEASE - EA EMPLOYEE                                           | \$       |                        |
|                                                                                                                                                                                                                                                                                                                                                                                         | If yes, describe under<br>DESCRIPTION OF OPERATIONS below                                                                                                                                                                                                                                                                                                                                                        |                                                 |                                                   |                                |                                        |                                         | E.L. DISEASE - POLICY LIMIT                                          | \$       |                        |
|                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                 | BKW58415429                                       |                                | 10/03/2023                             | 10/03/2024                              |                                                                      |          | 330,720                |
| Α                                                                                                                                                                                                                                                                                                                                                                                       | Employment practice                                                                                                                                                                                                                                                                                                                                                                                              |                                                 | BKW58415429                                       |                                | 10/03/2023                             | 10/03/2024                              | Each claim/Aggregat                                                  | 100,0    | 00/100,000             |
| DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Lucke Enterprises, Inc. License: ES12001844, ES12002186                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                 |                                                   |                                |                                        |                                         |                                                                      |          |                        |
| CE                                                                                                                                                                                                                                                                                                                                                                                      | RTIFICATE HOLDER                                                                                                                                                                                                                                                                                                                                                                                                 |                                                 |                                                   | CANC                           | ELLATION                               |                                         |                                                                      |          |                        |
|                                                                                                                                                                                                                                                                                                                                                                                         | For Insurance Purpose                                                                                                                                                                                                                                                                                                                                                                                            | S                                               |                                                   | SHOU<br>THE<br>ACCO            | ULD ANY OF -<br>EXPIRATION             | DATE THEREC<br>TH THE POLIC             | ESCRIBED POLICIES BE C<br>DF, NOTICE WILL BE DELIV<br>CY PROVISIONS. |          |                        |
|                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                 |                                                   |                                | Vml                                    | CI.                                     |                                                                      |          | 220                    |
| L                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                 |                                                   |                                | ,<br>© 19                              | 88-2015 AC                              | ORD CORPORATION.                                                     | All rig  | 239<br>hts rI.         |

The ACORD name and logo are registered marks of ACORD Printed by SLT on 12/28/2023 at 10:38AM

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Item 8A.

# STATE OF FLORIDA

# **ELECTRICAL CONTRACTORS' LICENSING BOARD**

THE SPECIALTY ELECTRICAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

AS A SIGN ELECTRICAL SPECIALIST LUCKE, HEIDI CHRISTINE FASTSIGNS OF CLEARWATER

2781 GULF TO BAY BLVD CLEARWATER FL 33759

LICENSE NUMBER: ES12002186

## **EXPIRATION DATE: AUGUST 31, 2024**

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## CERTIFICATE OF LIABILITY INSURANCE

DATE (

|                                                                                                                                                                                                                                                                                                                                                                                                                  |                     |                                                     |                                              |                            | 04                                                                        | , item 8A.   |  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|-----------------------------------------------------|----------------------------------------------|----------------------------|---------------------------------------------------------------------------|--------------|--|
| THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS<br>CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES<br>BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED<br>REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. |                     |                                                     |                                              |                            |                                                                           |              |  |
| IMPORTANT: If the certificate holder                                                                                                                                                                                                                                                                                                                                                                             | is an AD            | DITIONAL INSURED, the                               |                                              |                            |                                                                           |              |  |
| If SUBROGATION IS WAIVED, subject                                                                                                                                                                                                                                                                                                                                                                                |                     |                                                     |                                              | -                          | require an endorsement. A s                                               | statement on |  |
| this certificate does not confer rights to<br>PRODUCER                                                                                                                                                                                                                                                                                                                                                           | o the cer           | tificate noider in lieu of st                       |                                              |                            | ssing Insurance Agency, Inc.                                              |              |  |
| Automatic Data Processing Insurance Ager                                                                                                                                                                                                                                                                                                                                                                         | ncv. Inc.           |                                                     | PHONE 1 900                                  | 524-7024                   | FAX<br>(A/C, No):                                                         |              |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                  | ,                   |                                                     | (A/C, No, Ext): 1-000-<br>E-MAIL<br>ADDRESS: |                            | (A/C, No):                                                                |              |  |
| 1 Adp Boulevard                                                                                                                                                                                                                                                                                                                                                                                                  |                     |                                                     |                                              |                            |                                                                           | NAIC #       |  |
| Roseland                                                                                                                                                                                                                                                                                                                                                                                                         |                     | NJ 07068                                            | INSURER A : Travelers                        | Indemnity Compa            | ny of America                                                             | 25666        |  |
| INSURED Lucke Enterprises, Inc.                                                                                                                                                                                                                                                                                                                                                                                  |                     |                                                     | INSURER B :                                  |                            |                                                                           |              |  |
| DBA: Exclusions of Cleanwater                                                                                                                                                                                                                                                                                                                                                                                    |                     |                                                     | INSURER C :                                  |                            |                                                                           |              |  |
| DBA: Fastsigns of Clearwater<br>2781 Gulf To Blay Blvd                                                                                                                                                                                                                                                                                                                                                           |                     |                                                     | INSURER D :                                  |                            |                                                                           |              |  |
| Clearwater                                                                                                                                                                                                                                                                                                                                                                                                       |                     | FL 33759                                            | INSURER E :<br>INSURER F :                   |                            |                                                                           |              |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                  | TIFICAT             | E NUMBER: 2966858                                   | INSURER F .                                  |                            | REVISION NUMBER:                                                          | I            |  |
| THIS IS TO CERTIFY THAT THE POLICIES                                                                                                                                                                                                                                                                                                                                                                             |                     |                                                     | VE BEEN ISSUED TO                            | O THE INSUR                | ED NAMED ABOVE FOR THE PC                                                 | LICY PERIOD  |  |
| INDICATED. NOTWITHSTANDING ANY R<br>CERTIFICATE MAY BE ISSUED OR MAY<br>EXCLUSIONS AND CONDITIONS OF SUCH                                                                                                                                                                                                                                                                                                        | PERTAIN<br>POLICIES | I, THE INSURANCE AFFORI<br>S. LIMITS SHOWN MAY HAVE | DED BY THE POLICI<br>BEEN REDUCED BY         | ES DESCRIBE<br>PAID CLAIMS | ED HEREIN IS SUBJECT TO ALL                                               |              |  |
| INSR<br>LTR TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                                                                                                    | ADDL SUB            | R<br>D POLICY NUMBER                                | POLICY EFF<br>(MM/DD/YYYY)                   | POLICY EXP<br>(MM/DD/YYYY) | LIMITS                                                                    |              |  |
| COMMERCIAL GENERAL LIABILITY                                                                                                                                                                                                                                                                                                                                                                                     |                     |                                                     |                                              |                            | EACH OCCURRENCE \$                                                        |              |  |
| CLAIMS-MADE OCCUR                                                                                                                                                                                                                                                                                                                                                                                                |                     |                                                     |                                              |                            | PREMISES (Ea occurrence)                                                  |              |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                  |                     |                                                     |                                              |                            | MED EXP (Any one person) \$                                               |              |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                  |                     |                                                     |                                              |                            | PERSONAL & ADV INJURY \$                                                  |              |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                  |                     |                                                     |                                              |                            | GENERAL AGGREGATE \$                                                      |              |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                  |                     |                                                     |                                              |                            | PRODUCTS - COMP/OP AGG \$                                                 |              |  |
| OTHER:<br>AUTOMOBILE LIABILITY                                                                                                                                                                                                                                                                                                                                                                                   |                     |                                                     |                                              |                            |                                                                           |              |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                  |                     |                                                     |                                              |                            | (Ea accident)<br>BODILY INJURY (Per person) \$                            |              |  |
| OWNED SCHEDULED                                                                                                                                                                                                                                                                                                                                                                                                  |                     |                                                     |                                              |                            | BODILY INJURY (Per accident) \$                                           |              |  |
| AUTOS ONLY AUTOS<br>HIRED NON-OWNED                                                                                                                                                                                                                                                                                                                                                                              |                     |                                                     |                                              |                            | PROPERTY DAMAGE                                                           |              |  |
| AUTOS ONLY AUTOS ONLY                                                                                                                                                                                                                                                                                                                                                                                            |                     |                                                     |                                              |                            | (Per accident) \$                                                         |              |  |
| UMBRELLA LIAB OCCUR                                                                                                                                                                                                                                                                                                                                                                                              |                     |                                                     |                                              |                            | EACH OCCURRENCE \$                                                        |              |  |
| EXCESS LIAB CLAIMS-MADE                                                                                                                                                                                                                                                                                                                                                                                          |                     |                                                     |                                              |                            | AGGREGATE \$                                                              |              |  |
| DED RETENTION \$                                                                                                                                                                                                                                                                                                                                                                                                 |                     |                                                     |                                              |                            | \$                                                                        |              |  |
| WORKERS COMPENSATION<br>AND EMPLOYERS' LIABILITY                                                                                                                                                                                                                                                                                                                                                                 |                     |                                                     |                                              |                            | PER OTH-<br>STATUTE ER                                                    |              |  |
| ANY PROPRIETOR/PARTNER/EXECUTIVE                                                                                                                                                                                                                                                                                                                                                                                 | N/A N               | UB-5N800332-23-42                                   | 04/15/2023                                   | 04/15/2024                 |                                                                           | 00,000       |  |
| (Mandatory in NH)<br>If yes, describe under                                                                                                                                                                                                                                                                                                                                                                      |                     |                                                     |                                              |                            | E.L. DISEASE - EA EMPLOYEE \$ 1,0                                         | 00,000       |  |
| DESCRIPTION OF OPERATIONS below                                                                                                                                                                                                                                                                                                                                                                                  |                     |                                                     |                                              |                            | E.L. DISEASE - POLICY LIMIT \$ 1,0                                        | 00,000       |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                  |                     |                                                     |                                              |                            |                                                                           |              |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                  |                     |                                                     |                                              |                            |                                                                           |              |  |
| DESCRIPTION OF OPERATIONS / LOCATIONS / VEHIC                                                                                                                                                                                                                                                                                                                                                                    | LES (ACOF           | RD 101, Additional Remarks Schedu                   | ule, may be attached if mo                   | re space is requir         | red)                                                                      |              |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                  | (                   | ,                                                   |                                              |                            |                                                                           |              |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                  |                     |                                                     |                                              |                            |                                                                           |              |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                  |                     |                                                     |                                              |                            |                                                                           |              |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                  |                     |                                                     |                                              |                            |                                                                           |              |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                  |                     |                                                     |                                              |                            |                                                                           |              |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                  |                     |                                                     |                                              |                            |                                                                           |              |  |
| CERTIFICATE HOLDER                                                                                                                                                                                                                                                                                                                                                                                               |                     |                                                     | CANCELLATION                                 |                            |                                                                           |              |  |
| Lucke Enterprises, Inc.<br>2781 Gulf To Blay Blvd                                                                                                                                                                                                                                                                                                                                                                |                     |                                                     |                                              | ON DATE TH                 | DESCRIBED POLICIES BE CANCE<br>EREOF, NOTICE WILL BE DE<br>CY PROVISIONS. |              |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                  |                     |                                                     | -1 5 7                                       |                            |                                                                           |              |  |
| Clearwater                                                                                                                                                                                                                                                                                                                                                                                                       |                     | FL 33759                                            | Manay M. Muin                                |                            |                                                                           |              |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                  |                     |                                                     | <del>، مع</del> دد (© 19                     | 88-2015 AC                 | ORD CORPORATION. All rig                                                  | hts r        |  |

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# CITY OF CLEARWATER

Planning & Development Department Post Office Box 4748, Clearwater, Florida 33758-4748 Municipal Services Building, 100 South Myrtle Avenue, Clearwater, Florida 33756 Telephone (727) 562-4005

## BTR-0028674

## 2022-2023 LOCAL BUSINESS TAX RECEIPT

## THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN PLACE OF BUSINESS

Owner Name/Address LUCKE ENTERPRISES INC 2781 GULF TO BAY BLVD CLEARWATER, FL 33759

Business Name FASTSIGNS OF CLEARWATER 2781 GULF TO BAY BLVD CLEARWATER, FL 33759

Phone: (727) 797-1177

Category

Quantity

068040 Manufacturing - 11-25 Employees (Incl 13 EMPLOYEES Owner)

| LICENSE                        | PERIOD BEGINNING | PERIOD             | ENDING        | PRINT           | DATE     |  |
|--------------------------------|------------------|--------------------|---------------|-----------------|----------|--|
| 2022-2023                      | October 1, 2022  | September 30, 2023 |               | August 13, 2022 |          |  |
| FI                             | EE TYPE          | CHECK NO           | RECEIPT       | FEE             | RECEIVED |  |
| Business Tax Receipt - Renewal |                  |                    | 663340        | 140.10          | 140.10   |  |
|                                |                  |                    | TOTAL RECEIVE |                 | 140.10   |  |

THE ISSUANCE OF A LOCAL BUSINESS TAX RECEIPT DOES NOT PERMIT THE HOLDER TO VIOLATE ANY ZONING LAWS OF THE CITY OF CLEARWATER NOR DOES IT EXEMPT THE HOLDER FROM ANY OTHER LICENSE, PERMIT OR IMPOSED TRAFFIC IMPACT FEES.

ANY CHANGE IN THE BUSINESS LOCATION, NAME, OR OWNERSHIP MUST BE APPROVED BY THE PLANNING AND DEVELOPMENT SERVICES DEPARTMENT.

NON-REFUNDABLE

Hina R. C

GINA CLAYTON, DIRECTOR

**CLWOccLicRenewalAdv** 

Web Payment



Department of State / Division of Corporations / Search Records / Search by Entity Name /

## **Detail by Entity Name**

| Florida Profit Corporation              | IC.                     |
|-----------------------------------------|-------------------------|
| Filing Information                      |                         |
| Document Number                         | S71401                  |
| FEI/EIN Number                          | 59-3082076              |
| Date Filed                              | 08/07/1991              |
| State                                   | FL                      |
| Status                                  | ACTIVE                  |
| Principal Address                       |                         |
| 712 S Missouri Avenue                   |                         |
| CLEARWATER, FL 33756                    |                         |
| Changed: 09/06/2023                     |                         |
| Mailing Address                         |                         |
| 712 S Missouri Avenue                   |                         |
| CLEARWATER, FL 33756                    |                         |
|                                         |                         |
| Changed: 09/06/2023                     |                         |
| Registered Agent Name & A               | <u>ddress</u>           |
| LUCKE, MICHAEL J                        |                         |
| FASTSIGNS OF CLEARW                     | ATER                    |
| 2781 GULF TO BAY BLVD                   |                         |
| CLEARWATER, FL 33759                    |                         |
| Name Changed: 05/10/200                 | 15                      |
| Address Changed: 02/21/2                | 011                     |
| Officer/Director Detail                 |                         |
| Name & Address                          |                         |
| Title P                                 |                         |
| LUCKE, MICHAEL J<br>FASTSIGNS CLEARWATE | R 2781 GULF TO BAY BLVD |

CLEARWATER, FL 33759

Annual Reports



To the Mayor and Commissioners,

- Financial status: In the fiscal year (FY) 2020, the Kitty Stuart Park parking lot generated a total revenue of \$1,943.17 for October, November, and December. During FY 2021, the parking lot was undergoing construction, and the hourly parking rate was \$2.50/hr. Moving to FY 2022, the total revenue increased significantly to \$26,937.83, with a higher hourly rate of \$3.00/hr. FY 2023, the total revenue remained stable at \$26,978.00. FY 2024, revenue dropped to \$20,788.15 for the same three-month period.
- Increased Utilization: Promising signs of increased utilization in the three designated resident parking spaces and one additional handicapped space reflect a positive response from our residents.
- User Engagement: Over the last four months, we have counted 40 active users who consistently utilized the resident parking spaces, highlighting a commitment to optimizing parking experiences.

## Tracking Parking Violations: Fiscal Year and Monthly Trends

| FY2020   |    |          |              |             | Parking Me  | ter Revenues |             |                |
|----------|----|----------|--------------|-------------|-------------|--------------|-------------|----------------|
| October  | 0  |          | Kitty Stuart |             |             |              |             |                |
| November | 0  |          |              |             |             |              |             |                |
| December | 0  |          | Fiscal Year  | Fiscal Year | Fiscal Year | Fiscal Year  | Fiscal Year | Fy'23 vs Fy'24 |
| Total    | 0  | Month    | 2020         | 2021        | 2022        | 2023         | 2024        | Gain (Loss)    |
| FY2021   |    | October  | \$1,089.44   | \$-         | \$9,592.64  | \$9,919.26   | \$7,818.30  | (\$2,100.96)   |
| October  | 0  |          |              |             |             |              |             |                |
| November | 0  | November | \$583.62     | \$-         | \$8,041.80  | \$8,644.15   | \$6,795.15  | (\$1,849.00)   |
| December | 0  |          |              |             |             |              |             |                |
| Total    | 0  | December | \$270.11     | \$-         | \$9,303.39  | \$8,414.59   | \$6,185.70  | (\$2,228.89)   |
|          |    |          |              |             |             |              |             |                |
| FY2022   |    |          |              |             |             |              |             |                |
| October  | 1  | Totals   | \$1,943.17   | \$-         | \$26,937.83 | \$26,978.00  | \$20,799.15 | (\$6,178.85)   |
| November | 1  |          |              |             |             |              |             |                |
| December | 2  |          |              |             |             |              |             |                |
| Total    | 4  |          |              |             |             |              |             |                |
|          |    |          |              |             |             |              |             |                |
|          |    | Kiosk    | \$788.75     | \$-         | \$22,205.22 | \$16,155.00  | \$10,650.00 | (\$5,505.00)   |
| FY2023   |    |          |              |             |             |              |             |                |
| October  | 33 | APP      | \$1,154.42   | \$-         | \$4,732.61  | \$10,823.00  | \$10,149.15 | (\$673.85)     |
| November | 22 |          |              |             |             |              |             |                |
| December | 21 |          |              |             |             |              |             |                |
| Total    | 76 | Totals   | \$1,943.17   | \$-         | \$26,937.83 | \$26,978.00  | \$20,799.15 | (\$6,178.85)   |
|          |    |          |              |             |             |              |             |                |
| FY2024   |    |          |              |             |             |              |             |                |
| October  | 45 |          |              |             |             |              |             |                |
| November | 24 |          |              |             |             |              |             |                |
| December | 22 |          |              |             |             |              |             |                |
| Total    | 91 |          |              |             |             |              |             |                |

# Sanitation Fund Insource Versus Outsource Cost Analysis – Refuse Collection

|                                                 | 2023<br>(Preliminary In-<br>House) | Adjustments | 2023<br>(Preliminary -<br>Outsourced<br>Service) |
|-------------------------------------------------|------------------------------------|-------------|--------------------------------------------------|
| Operating revenues                              |                                    |             |                                                  |
| Charges for services                            | \$ 2,055,705                       |             | \$ 2,055,705                                     |
| Other revenues                                  | 38,004                             |             | 38,004                                           |
| Total operating revenues                        | 2,093,709                          | -           | 2,093,709                                        |
| Operating Expenses                              |                                    |             |                                                  |
| Personal services                               | 582,746                            | (517,746)   | 65,000                                           |
| Operating expenses                              | 1,044,430                          |             | 1,044,430                                        |
| Increase: Contracted Service                    |                                    | 1,191,647   | 1,191,647                                        |
| Decrease: Internal Cost Reduction               |                                    | (674,413)   | (674,413)                                        |
| Depreciation                                    | 195,000                            | (150,000)   | 45,000                                           |
| Total operating expenses                        | 1,822,176                          | (150,512)   | 1,671,664                                        |
| Operatingincome (loss)                          | 271,533                            |             | 422,045                                          |
| Nonoperating revenues (expenses)                |                                    |             |                                                  |
| Interest earnings                               | 49,171                             |             | 49,171                                           |
| Intergovernmental grants                        | 2,829                              |             | 2,829                                            |
| Other nonoperating revenues<br>Interest expense | 11,138<br>-                        |             | 11,138<br>-                                      |
| Total nonoperating revenues (expenses)          | 63,138                             | -           | 63,138                                           |
| Income (loss) before transfers                  | 334,671                            |             | 485,183                                          |
| Transfers out                                   | (81,774)                           |             | (81,774)                                         |
| Change in net position                          | 252,897                            | -           | 403,409                                          |
| Difference:                                     |                                    |             | 150,512                                          |

FY2023 % Adjusted Fund Department Account Account Description Balance Reduction **Balance** Sanitation Fund Sanitation 402.7000.534005 Curbside Recycling 257,903.30 257,903.30 Sanitation Fund Sanitation 11,675.94 11,675.94 402.7000.534008 Recycling Material Disposal 100% Sanitation Fund Sanitation 402.7000.534010 Temporary Services 54,323.22 \_ Sanitation Fund Sanitation 402.7000.534013 Waste Disposal 318,530.45 95% 15,926.52 Sanitation Fund Sanitation 402.7000.540000 Travel & Training 111.75 111.75 Sanitation 402.7000.541000 Cellular Telephone 50% 971.79 Sanitation Fund 1,943.57 Sanitation Fund 402.7000.542001 Postage - Utility Bills 9,969.97 Sanitation 9,969.97 Sanitation Fund Sanitation 402.7000.544000 Rentals & Leases 37,065.61 80% 7,413.12 Sanitation Fund Sanitation 402.7000.545000 General Insurance 11,188.02 11,188.02 Sanitation Fund Sanitation 402.7000.546001 Maintenance Auto Equipment 52,175.67 90% 5,217.57 Sanitation 402.7000.546002 Maint Other Equipment 4,535.92 90% 453.59 Sanitation Fund 90% Sanitation Fund Sanitation 402.7000.546013 Maintenance Tires 20,099.60 2,009.96 Sanitation Fund Sanitation 402.7000.549001 Bank Service Charges 35.51 35.51 Sanitation Fund Sanitation 402.7000.549008 Bad Debt Expense (13, 142.49)(13, 142.49)Sanitation Fund Sanitation 402.7000.552000 Departmental Supplies 208,067.39 75% 52,016.85 Sanitation 402.7000.552003 Tools 50% 1,575.03 Sanitation Fund 3,150.06 90% Sanitation Fund Sanitation 402.7000.552004 Uniforms 2,636.93 263.69 90% 6,414.73 Sanitation Fund Sanitation 402.7000.552005 Gasoline & Oil 64,147.33 Sanitation Fund Sanitation 402.7000.554000 Dues & Subscriptions 12.00 12.00 1,044,429.75 Total: 370,016.85 **Reduction:** 674,412.90

Item 10A.

### Item 10A.

| City of Belleair Beach Bid Amount              | \$<br>359,937.36   |
|------------------------------------------------|--------------------|
| # of Residential & Condominium Cans            | 824                |
| # of Condominium Dumpsters                     | 5                  |
| Estimated Cost Per Unit                        | \$<br>416.59       |
| (Assumes 8:1 cost ratio on dumpster - can)     |                    |
| City of Madeira Beach Initial Estimated Amount | \$<br>1,254,365.04 |
| # of Residential & Commercial Cans             | 1,811              |
| # of Condominium/Commercial Dumpsters          | 150                |
| Less: Volume Discount                          | 5%                 |
| Revised Estimated Cost of Contracted Services  | \$<br>1,191,646.78 |

## **Tabulation Sheet**

Agency Name City of Belleair Beach

Bid Number RFP-RFP 2023-01-0-2023/KR

Bid Name Residential Single Family & Multi-Family Residential Solid Waste and Recycling Collection Services

Bid Due Date 08/25/2023 13:00:00 Eastern

## Bid Opening Closed

| 3  | responses found.          |                             |                                                               |               | ✓ onlin        | ne, 💷 off              | iline, e not submitting, 🔶 not r | eceived               |
|----|---------------------------|-----------------------------|---------------------------------------------------------------|---------------|----------------|------------------------|----------------------------------|-----------------------|
|    | Company                   | Responded                   | Address                                                       | Bid Amount    | Alt Bid Amount | Declared<br>Attributes | Documents                        | Sent                  |
| С  | omplete                   |                             |                                                               |               |                |                        |                                  |                       |
| 1. | Waste Connections         | 08/24/2023 17:31:44 Eastern | 11500<br>43rd St. N,<br>Clearwater,<br>FL, 33762              | \$359397.3600 | 0.0000         |                        | Completed Bid/RFP Proposal       | <ul> <li>✓</li> </ul> |
| 2. | Waste Pro of Florida, Inc | 08/25/2023 08:26:00 Eastern | 5170<br>126th<br>Avenue<br>North,<br>Clearwater,<br>FL, 33760 | \$393464.0400 | 0.0000         |                        | Completed Bid/RFP Proposal       | <b>√</b>              |
| з. | WM                        | 08/24/2023 15:19:03 Eastern | 11051<br>43rd Street<br>North,<br>Clearwater,<br>FL, 33762    | \$445190.0400 | 0.0000         |                        | Completed Bid/RFP Proposal       | <ul> <li>✓</li> </ul> |

|                                        | Statement of Revenues, Expenses, and Change in Net Position - Sanitation Fund |                |                |                |                |                |                |
|----------------------------------------|-------------------------------------------------------------------------------|----------------|----------------|----------------|----------------|----------------|----------------|
|                                        | 2023                                                                          |                |                |                |                |                |                |
|                                        | (Preliminary)                                                                 | 2022 (Audited) | 2021 (Audited) | 2020 (Audited) | 2019 (Audited) | 2018 (Audited) | 2017 (Audited) |
| Operating revenues                     |                                                                               |                |                |                |                |                |                |
| Charges for services                   | \$ 2,055,705                                                                  | \$ 1,854,440   | \$ 1,377,876   | \$ 1,263,486   | \$ 1,291,634   | \$ 1,284,459   | \$ 1,284,527   |
| Other revenues                         | 38,004                                                                        | 9,097          | 11,463         | 474            | 497            | 700            | 725            |
| Total operating revenues               | 2,093,709                                                                     | 1,863,537      | 1,389,339      | 1,263,960      | 1,292,131      | 1,285,159      | 1,285,252      |
| Operating Expenses                     |                                                                               |                |                |                |                |                |                |
| Personal services                      | 582,746                                                                       | 528,431        | 492,627        | 433,439        | 508,668        | 475,097        | 462,679        |
| Operating expenses                     | 1,044,430                                                                     | 801,740        | 769,437        | 780,943        | 765,711        | 681,216        | 693,018        |
| Depreciation                           | 195,000                                                                       | 182,242        | 178,847        | 166,038        | 102,990        | 111,057        | 105,916        |
| Total operating expenses               | 1,822,176                                                                     | 1,512,413      | 1,440,911      | 1,380,420      | 1,377,369      | 1,267,370      | 1,261,613      |
| Operating income (loss)                | 271,533                                                                       | 351,124        | (51,572)       | (116,460)      | (85,238)       | 17,789         | 23,639         |
| Nonoperating revenues (expenses)       |                                                                               |                |                |                |                |                |                |
| Interest earnings                      | 49,171                                                                        | 25,069         | 22,365         | 17,314         | 20,479         | 9,026          | 8,738          |
| Intergovernmental grants               | 2,829                                                                         | 3,147          | 2,453          | 3,186          | 3,187          | 3,209          | 3,237          |
| Other nonoperating revenues            | 11,138                                                                        | 2,526          | 41,680         | 51,697         |                | 6,892          | 20,400         |
| Interest expense                       | -                                                                             | (1,833)        | (2,170)        | (2,793)        | (745)          |                |                |
| Total nonoperating revenues (expenses) | 63,138                                                                        | 28,909         | 64,328         | 69,404         | 22,921         | 19,127         | 32,375         |
| Income (loss) before transfers         | 334,671                                                                       | 380,033        | 12,756         | (47,056)       | (62,317)       | 36,916         | 56,014         |
| Transfers out                          | (81,774)                                                                      | (48,020)       | (40,700)       | -              | -              | -              | -              |
| Change in net position                 | 252,897                                                                       | 332,013        | (27,944)       | (47,056)       | (62,317)       | 36,916         | 56,014         |
| Net position, beginning of year        | 1,696,659                                                                     | 1,696,659      | 1,724,603      | 1,771,659      | 1,833,976      | 1,797,060      | 1,741,046      |
| Net position, end of year              | \$ 1,949,556                                                                  | \$ 2,028,672   | \$ 1,696,659   | \$ 1,724,603   | \$ 1,771,659   | \$ 1,833,976   | \$ 1,797,060   |



# **MEMORANDUM**

| RE:   | Fitness Center                             |
|-------|--------------------------------------------|
| DATE: | January 17, 2024                           |
| FROM: | Jay Hatch, Recreation Director             |
| VIA:  | Robin Gomez, City Manager                  |
| TO:   | Honorable Mayor and Board of Commissioners |

## Background

Beginning on October 1<sup>st</sup> 2023, the City opened the Madeira Beach Fitness Center up to free utilization by Residents. Additionally, the City began allowing registration and pick up of free membership cards at the Recreation Center to be able to gain access to the fitness facility. From that point until the publishing of this memo, the city has seen 94 users take advantage of the opportunity to register for a fitness card. During the time of operation, the city has seen a daily user average of 3-5 people who visit the fitness center. In the time frame of the week of Dec 8-12, the Fitness Facility was utilized 15 total times by residents of Madeira Beach.

Due to the location of the gym the is a challenge in getting members to come to the correct location for registration. Additionally, there are challenges with maintenance and quick response to questions regarding the different equipment and uses. Routine maintenance is scheduled via a third party which eases some of these challenges but they still exist.

## **Fiscal Impact**

- \$478 HID Scan Cards
- \$390 Security Cameras
- \$375 Fitness Equipment Wipes
- \$230 Replacement Handles & Fitness Bands
- \$1101 Equipment Repairs and Preventative Maintenance
- \$1,498 Keypad/Scanner for Gym Door

## **Recommendation**

Staff recommends one of the two options moving forward:

- 1) Discontinue public use of the fitness facility.
- 2) Invest in newer equipment, technology, and staffing to make the fitness facility more accessible and easier to properly oversee.

Item 11A.





| RE:   | Fireworks                                  |
|-------|--------------------------------------------|
| DATE: | January 17, 2024                           |
| FROM: | Jay Hatch, Recreation Director             |
| VIA:  | Robin Gomez, City Manager                  |
| TO:   | Honorable Mayor and Board of Commissioners |

## Background

On February 1, 2023, the City of Madeira Beach released a Request for Proposals for Annual Fireworks Displays. The City selected Master Pyro LLC for the 2023 fireworks displays. The contract for the display ended in November 2023 and is due for a new RFP.

Following the dates from previous years, the fireworks displays would take place on the following dates in 2024:

March 16, May 4, July 3, November 11

## **Fiscal Impact**

\$30,000 is currently budgeted for FY 2024

## **Recommendation**

Staff recommends moving forward with RFP for Fireworks for the discussed dates.