



**BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA
Wednesday, March 08, 2023 at 6:00 PM
Commission Chambers**

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

- 1. CALL TO ORDER**
- 2. INVOCATION AND PLEDGE OF ALLEGIANCE - City Attorney Thomas Trask**
- 3. ROLL CALL**
- 4. APPROVAL OF THE AGENDA**
- 5. PROCLAMATIONS - Mayor/City Clerk**
- 6. PRESENTATIONS (limited to 10 minutes each)**
- 7. 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 three (3) minutes and do not include any topic that is on the agenda. Public comment on agenda items will be allowed when they come up.

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

8. CONSENT AGENDA

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

A. Approval of Minutes

9. PUBLIC HEARINGS

- [A.](#) Ordinance 2023-14, Amendment to Chapter 54 - Solid Waste - 2nd Reading & Public Hearing

10. UNFINISHED BUSINESS

11. CONTRACTS/AGREEMENTS

- [A.](#) King of the Beach Fishing Tournament Contract with the Old Salt Fishing Foundation
- [B.](#) Award of RFP #23-01 - Annual Fireworks Displays

12. NEW BUSINESS

- [A.](#) Resolution 2023-02 to enter into a State Funded Grant Agreement with FDOT for Area 6a

13. STAFF REPORTS

14. AGENDA SETTING

15. REPORTS/CORRESPONDENCE

- A. Board of Commissioners**
- B. City Attorney**
- C. City Manager**
- D. City Clerk**

16. ADJOURNMENT

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

Any person who decides to appeal any decision of the Board of Commissioners with respect to any matter considered at this meeting will need a record of the proceedings and for such purposes may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The law does not require the minutes to be transcribed verbatim; therefore, the applicant must make the necessary arrangements with a private reporter or private reporting firm and bear the resulting expense. In accordance with the Americans with Disability Act and F.S. 286.26; any person with a disability requiring reasonable accommodation to participate in this meeting should call the City Clerk at 727-391-9951, ext. 231 or 223 or fax a written request to 727-399-1131.



MINUTES
BOARD OF COMMISSIONERS
SPECIAL MEETING
FEBRUARY 13, 2023
2:00 P.M.

The City of Madeira Beach Board of Commissioners held a regular meeting at 2:00 p.m. on February 13, 2023, in the Patricia Shontz Commission Chambers at City Hall, located at 300 Municipal Drive, Madeira Beach, Florida.

MEMBERS PRESENT: John B. Hendricks, Mayor
Doug Andrews, Vice Mayor/Commissioner District 3
David Tagliarini, Commissioner District 1
Ray Kerr, Commissioner District 2
Dave Hutson, Commissioner District 4

MEMBERS ABSENT:

CITY STAFF PRESENT: Robin Gomez, City Manager
Clara VanBlargan, City Clerk
Lara Hooley, Executive Assistant to City Clerk
Thomas Trask, City Attorney

1. CALL TO ORDER

Mayor Hendricks called the meeting to order at 2:00 p.m.

2. ROLL CALL

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

3. PUBLIC COMMENT

There were no public comments.

4. CONTRACTS/AGREEMENTS

A. Duke Energy's Binding Cost Estimate for the final Phase III of Gulf Blvd. Undergrounding Utilities

Public Works Director Megan Wepfer said they met with Duke Energy on February 9 and are still awaiting more details from them. Duke Energy had explained that the cost of materials has increased by about 120%, which includes the transformers, switch boxes, cable, conduit, and concrete. They have 180 days from the date the BCE was issued on January 18, 2023 to refresh

the cost for a few months to see if the cost can be lowered for the transformers and switch boxes. Because the BCE has been completed, it will not take them months to refresh. The costs could come down or stay the same. The most expensive costs involved are for the transformers and not the conduit.

Mark Porter, Utility Consultants of Florida, LLC, said it was interesting to hear that the cost increase was due to the equipment. The labor cost also has the potential to increase. They do not want to pay today's prices for something that has the potential to decrease in cost, so they asked Duke Energy to generate a report every 30 days for an update. On the construction side, they found upward of about \$200,000 that could be taken off the costs. That is still about \$360,000 over the original budget versus the \$600,000 they had last week. If the costs for the switches, transformers, and concrete comes down, it will lower the \$360,000. It would be worth looking at it every 30 days. They need ten or so years to pay off the amount over what the original BCE was. The worst-case scenario is somewhere in the \$300,000 to \$360,000 range if the equipment costs do not go down in the next 180 days.

Director Wepfer said they had talked about Gulf Lane, so she wanted to clarify that there is only two blocks of Gulf Lane that the City was going to pay for in addition to the Gulf Blvd. project. The reason is that from 135th to about 132nd, when Duke Energy did the design, they moved the four-inch conduit to Gulf Lane because on Gulf Blvd. it did not service any residents. The City is not paying any additional prices for that. They asked Duke Energy for an estimated cost for the 132nd to 130th parking lot, and they said approximately \$108,000. She does have budgeted funds for the Gulf Lane project for that piece. They could subtract that from the overbudgeted \$300,000 to make it \$200,000.

Mayor Hendricks asked Chiquita Clark with Duke Energy to introduce herself. Ms. Clark said he serves on the government in community relations team alongside Jeff Baker.

Mayor Hendricks asked why the City is paying for Duke Energy's equipment. Duke Energy should be paying for replacing their antiquated equipment, such as the transformers. Ms. Clark said with the general economy and increasing inflation and everything else out there, Duke Energy reviewed that and decided to consider a payment plan. Their standards team has to select the facilities, transformers, and switch gears, which is in question at the moment. That has increased based on their standards from the Florida Public Service Commission. Once those devices or facilities are selected, they roll that into their policy for any projects they are doing. Unfortunately, they cannot change anything right now, but they are looking into how they could accommodate the City in terms of a payment plan.

Mayor Hendricks said even beyond a payment plan, the City would be footing the bill for Duke Energy's switch gear. Ms. Clark said that is their policy at the moment. Any projects they have underway are rolled into their binding cost estimate, and they must ensure it abides by their standards. Technically, what the City has budgeted in terms of payment is what their policy would be right now. Mayor Hendricks said as a government, he did not see them having to pay for Duke Energy's equipment. The City must be good stewards of its finances, and it is not right to pay for equipment owned by Duke Energy. If the City pays for the equipment and it fails, who pays for it, the City? Ms. Clark said she would have to discuss that with her team.

Mr. Porter explained a credit of \$1,446,230.04 provided by Duke Energy for the project as required by the Florida Public Service Commission because it is not fair that the City absorbs the entire infrastructure cost. The credit has been applied to the work.

Mayor Hendricks said Duke Energy would profit from the City's investment.

The Board continued to discuss the item, and Director Wepfer, Mr. Porter, Ms. Clark, and the City Manager responded to questions and comments.

Commissioner Tagliarini suggested that a report be generated every two weeks. Mr. Porter said they could send an update to the city manager once a month. It must be finalized by the 180th day.

City Manager Gomez said the utility rates are profit-making enterprise funds. The rates are highly regulated under tariffs that set their rates. When rates are subject to change, the Public Service Commission hears it. A copy of the Duke Energy Tariff was provided in the agenda packet for more information. The City is the applicant requesting the undergrounding. No matter who you hire, there will be some profit motive in the bid solicited and received. For undergrounding, it benefits the City and Duke Energy. The tariffs allow applicants to perform some of the work, but it is best left to the experts for any utility.

He and the staff feel comfortable with the contractors performing the work through the common process for cities. In another town he worked with, it was resolved by issuing assessments to customers. It has not been the process in the City, nor will it be in the future. The Board will be provided a monthly update on the progress.

Mayor Hendricks said other cities are having the same issue, and it is something they need to go back to the county for more funding from Pennies for Pinellas.

The City Manager said Megan needs the Board to approve proceeding as indicated.

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

Commissioner Hutson motioned to approve the Duke Energy binding cost estimate for the final Phase 3 of Gulf Blvd. undergrounding utilities with the 180-day checkup on equipment prices. Commissioner Tagliarini seconded the motion.

ROLL CALL:

Commissioner Hutson	"YES"
Commissioner Tagliarini	"YES"
Vice Mayor Andrews	"YES"
Commissioner Kerr	"YES"
Mayor Hendricks	"YES"

The motion carried 5-0.

5. ADJOURNMENT

Mayor Hendricks adjourned the meeting at 2:31 p.m.

John B. Hendricks, Mayor

ATTEST:

Clara VanBlargan, MMC, MSM, City Clerk



MINUTES
BOARD OF COMMISSIONERS
REGULAR MEETING
FEBRUARY 8, 2023
2:00 P.M.

The City of Madeira Beach Board of Commissioners held a regular meeting at 2:00 p.m. on February 8, 2023, in the Patricia Shontz Commission Chambers at City Hall, located at 300 Municipal Drive, Madeira Beach, Florida.

MEMBERS PRESENT: John B. Hendricks, Mayor
Doug Andrews, Vice Mayor/Commissioner District 3
David Tagliarini, Commissioner District 1
Ray Kerr, Commissioner District 2
Dave Hutson, Commissioner District 4

MEMBERS ABSENT:

CITY STAFF PRESENT: Robin Gomez, City Manager
Clara VanBlargan, City Clerk
Lara Hooley, Executive Assistant to City Clerk
Thomas Trask, City Attorney

1. CALL TO ORDER

Mayor Hendricks called the meeting to order at 2:00 p.m.

2. INVOCATION AND PLEDGE OF ALLEGIANCE

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

3. ROLL CALL

City Clerk Clara VanBlargan called the roll.

4. APPROVAL OF THE AGENDA

The Board of Commissioners did not vote on approval of the agenda.

5. PROCLAMATIONS

There were no proclamations.

6. PRESENTATIONS (limited to 10 minutes each)

February 8, 2023, BOC Regular Meeting

Page 1 of 13

A. Helen Price, Gulf Beaches Public Library Board

Helen Price gave an update on the upgrades to the Gulf Beaches Public Library and requested clarification of a clause in Section 5.1 (c) of the Interlocal Agreement from the Board. She interpreted it to mean any excess funds in the library's bank accounts would be capped at 10% of the annual budget. Mayor Hendricks said she was correct. Ms. Price said the Board of Trustees would have their proposed budget to the Board in April.

7. PUBLIC COMMENT

There were no public comments.

8. CONSENT AGENDA

A. Approval of Minutes

- **2022-12-14, BOC Regular Workshop Meeting Minutes**
- **2022-12-14, BOC Regular Meeting Minutes**
- **2023-01-11, BOC Regular Meeting Minutes**
- **2023-01-25, BOC Regular Workshop Meeting Minutes**

Commissioner Hutson asked if the section of January 11, 2023, minutes on pages 38 and 39 of the packet where the public spoke in favor of or against Ordinance 2023-01 could be reworded or removed. City Manager Gomez said it could be reworded to state the names and addresses of the individuals that spoke. The Board agreed.

Vice Mayor Andrews motioned to approve the Minutes with the change suggested in the January 11, 2023 minutes. Commissioner Hutson seconded the motion.

ROLL CALL:

Vice Mayor Andrews	"YES"
Commissioner Hutson	"YES"
Commissioner Kerr	"YES"
Commissioner Tagliarini	"YES"
Mayor Hendricks	"YES"

The motion carried 5-0.

9. PUBLIC HEARINGS

A. Ordinance 2023-04, Prescribing the Manner of Holding the March 14, 2023 Municipal Election and providing for the Polling Locations – 2nd Reading & Public Hearing

City Attorney Tom Trask read Ordinance 2023-04 by title only:

ORDINANCE 2023-04

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, CALLING FOR A MUNICIPAL ELECTION ON MARCH 14, 2023, FOR THE PURPOSE OF ELECTING A MAYOR; PROVIDING FOR TWO CHARTER AMENDMENTS; PROVIDING FOR PUBLICATION; AUTHORIZING LECTION EXPENDITURES; IDENTIFYING THE PINELLAS COUNTY CANVASSING BOARD AS THE CANVASSING BOARD FOR THE MARCH 14, 2023 MUNICIPAL ELECTION; PROVIDING FOR POLLING PLACES; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH TO THE EXTENT OF SUCH CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

Mayor Hendricks opened the floor for discussion. There was no discussion by the Board.

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

Commissioner Hutson motioned to pass Ordinance 2023-04, Prescribing the Manner of Holding the March 14, 2023 Municipal Election and providing for the Polling Locations after second reading. Commissioner Tagliarini seconded the motion.

ROLL CALL:

Commissioner Hutson	"YES"
Commissioner Tagliarini	"YES"
Vice Mayor Andrews	"YES"
Commissioner Kerr	"YES"
Mayor Hendricks	"YES"

The motion carried 5-0.

B. Ordinance 2023-08, Article V – Re-Adoption of Purchasing Code and Repeal of Ordinance 2021-03 – 2nd Reading & Public Hearing

City Attorney Tom Trask read Ordinance 2023-08 by title only:

ORDINANCE 2023-08

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING CERTAIN SECTIONS OF ARTICLE V – PURCHASE AND CONTRACTS OF CHAPTER 2 – ADMINISTRATION OF THE CODE OF ORDINANCES OF THE CITY OF MADEIRA BEACH TO PROVIDE FOR AN INCREASE OF THE \$15,000.00 SEALED BIDS THRESHOLD TO \$30,000.00; TO PROVIDE THAT NOTICE TO BIDDERS SHALL BE PUBLISHED ON THE CITY'S WEBSITE; TO PROVIDE THAT NOTICE FOR ALL

BIDS MAY BE GIVEN BY POSTING A REQUEST FOR PROPOSALS ON A WEB-BASED NOTIFICATION AND DELIVERY SYSTEM USED FOR PUBLIC SOLICITATIONS; TO PROVIDE FOR THE DELETION OF PRINTED ADVERTISEMENT, POSTING OR PUBLICATION IN THAT PORTION OF A NEWSPAPER NORMALLY GIVEN TO LEGAL ADVERTISEMENTS AND FOR THE REQUIREMENT THAT ALL BIDS, WHETHER POSTED OR ADVERTISED, BEAR THE TITLE "REQUEST FOR BIDS;" TO PROVIDE FOR DELETION OF THE REQUIREMENTS OF A PENAL BOND, A PERFORMANCE BOND AND THAT ALL BIDDERS SHALL POSSESS A MUNICIPAL OR COUNTY OCCUPATIONAL LICENSE; TO ADDRESS NON-RESPONSIVE BIDS; TO ADDRESS THE AMOUNT OF A BID BOND; TO PROVIDE REVISIONS REGARDING THE ACCEPTANCE OF BIDS; TO PROVIDE REVISIONS REGARDING THE EVALUATION OF BIDDER RESPONSIBILITY; TO PROVIDE THAT CHANGE ORDERS SHALL BE APPROVED BY THE CITY MANAGER; TO PROVIDE FOR AN INCREASE TO THE DOLLAR THRESHOLDS IN THE REGULATIONS GOVERNING THE PURCHASE AND SALES CRITERIA; CREATING SECTION 2-194 TO PROVIDE FOR CONTRACTS AND ENGAGEMENTS FOR PERSONAL AND PROFESSIONAL SERVICES OF ATTORNEYS AT LAW, FINANCIAL CONSULTANTS, EXPERTS AND OTHER PERSONAL AND PROFESSIONALS SERVICES WITHOUT COMPETITIVE BIDDING; REPEALING ORDINANCE 2021-03; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF.

Mayor Hendricks opened the floor for discussion.

Commissioner Tagliarini said he contacted the City Managers of St. Pete Beach, Treasure Island, and Clearwater Beach and confirmed they were in the ballpark at the \$30,000 threshold.

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

Vice Mayor Andrews motioned to pass Ordinance 2023-08, Article V – Re-Adoption of Purchasing Code and Repeal of Ordinance 2021-03, after second reading. Commissioner Kerr seconded the motion.

ROLL CALL:

Vice Mayor Andrews	"YES"
Commissioner Kerr	"YES"
Commissioner Tagliarini	"YES"
Commissioner Hutson	"YES"
Mayor Hendricks	"YES"

The motion carried 5-0.

C. Ordinance 2023-11, Amending the Comprehensive Plan of the City of Madeira Beach to adopt the changes identified in the regularly scheduled Evaluation and Appraisal of the Comprehensive Plan – 1st Reading & Public Hearing

City Attorney Tom Trask read Ordinance 2023-11 by title only:

ORDINANCE 2023-11

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING THE COMPREHENSIVE PLAN OF THE CITY OF MADEIRA BEACH TO ADOPT THE CHANGES IDENTIFIED IN THE REGULARLY SCHEDULED EVALUATION AND APPRAISAL OF THE COMPREHENSIVE PLAN; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Jerry Murphy, University of Florida, Planning Consultant to Madeira Beach, presented Ordinance 2023-11 and responded to questions and comments from the Board. If approved, the recommendations for changes would go to the State.

Commissioner Kerr referenced Policy 4.1.9.8 on page 118 of the agenda packet and said he wanted to make sure policies were in place to keep the fishing village theme and character. Mr. Murphy said that was the intent of the Policy. Commissioner Kerr said he wanted to bring the discussion to a workshop to make sure they did not lose the character. The Mayor said it was addressed in Policy 4.1.9.6.

Commissioner Hutson referenced pages 107 and 108 of the agenda packet and said he was struggling with the document's purpose. He did not feel like it was a plan going forward, but rather it was all the available options. Mr. Murphy said that particular area of the plan was directed toward land use.

Commissioner Hutson said if the Impervious Surface Ratio (ISR) for temporary lodging would be 0.95, then there would not be enough room for vegetation. He asked if they could decrease the ISR. Mr. Murphy said he would not suggest doing it as part of Ordinance 2023-11 because it was an updated ordinance.

Commissioner Hutson asked if they should discuss Policy 4.1.4.3 on page 113 of the agenda packet regarding opportunities for public land acquisition. The City Manager said they would have conversations and discussions going forward.

Commissioner Kerr asked if the Comprehensive Plan could be accessed on the City's website. The City Manager said it was on the Development Services page.

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

Commissioner Tagliarini motioned to pass on first reading Ordinance 2023-11, Amending the Comprehensive Plan of the City of Madeira Beach, to adopt the changes identified in the regularly scheduled Evaluation and Appraisal of the Comprehensive Plan. Commissioner Hutson seconded the motion.

ROLL CALL:

Commissioner Tagliarini	"YES"
Commissioner Hutson	"YES"
Vice Mayor Andrews	"YES"
Commissioner Kerr	"YES"
Mayor Hendricks	"YES"

The motion carried 5-0.

D. Ordinance 2023-14, Amendment to Chapter 54, Solid Waste - 1st Reading & Public Hearing

City Attorney Tom Trask read Ordinance 2023-14 by title only:

ORDINANCE 2023-14

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING CHAPTER 54 (SOLID WASTE) OF THE CODE OF ORDINANCES OF THE CITY OF MADEIRA BEACH TO AMEND THE DEFINITIONS OF COLLECTION CENTER, CURBSIDE COLLECTION PROGRAM, GARBAGE CAN AND TRASH CAN; TO DELETE "REFUSE" AS A MANDATORY SERVICE SUBSCRIPTION; TO ADD "DEBRIS ACCUMULATION FROM CONTRACTORS" AS WASTE TO BE REMOVED BY THE OWNER; TO AMEND REFERENCES TO "TRASH CONTAINER;" TO ADD "TRASH" TO THE ITEMS PROHIBITED TO BE BURIED OR BURNED AS GARBAGE; TO REQUIRE THAT A GARBAGE CAN OR TRASH CAN SHALL HAVE A 64 GALLON CAPACITY AND THAT SUCH RECEPTACLE SHALL BE PROVIDED BY THE CITY; TO PROVIDE FOR PLACEMENT OF CONTAINERS FOR TRASH COLLECTION; TO PROVIDE FOR EXCLUSIONS THEREFOR; TO REQUIRE CONCEALMENT OF GARBAGE AND TRASH CANS AFTER COLLECTION; TO PROVIDE FOR TIMING OF CURBSIDE PLACEMENT AND REMOVAL OF TRASH CANS; TO DELETE SEC. 54-62 REGARDING INSPECTION AND CONDEMNATION OF CONTAINERS; TO PROVIDE FOR CONFLICT; TO PROVIDE FOR SEVERABILITY; AND TO PROVIDE FOR AN EFFECTIVE DATE.

Mayor Hendricks opened the floor for discussion. There was no discussion by the Board.

The City Manager said the City would provide the 64-gallon containers; previously, it was 32-gallon containers provided by the residents, and residents could not put them out before 5:30 p.m., previously it was sunset.

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

Vice Mayor Andrews motioned to pass on first reading Ordinance 2023-14, Amendment to Chapter 54, Solid Waste. Commissioner Kerr seconded the motion.

ROLL CALL:

Vice Mayor Andrews	"YES"
Commissioner Kerr	"YES"
Commissioner Hutson	"YES"
Commissioner Tagliarini	"YES"
Mayor Hendricks	"YES"

The motion carried 5-0.

10. UNFINISHED BUSINESS

11. CONTRACTS/AGREEMENTS

A. King of the Beach Fishing Tournament Contract with Old Salt Fishing Foundation

The Item was placed on the March 8, 2023, BOC Regular Meeting Agenda.

B. Extension of Engineering Services Contract

Public Works Director Megan Wepfer explained the item and responded to questions and comments from the Board.

Mayor Hendricks said they had asked for it to be reviewed and put out for an RFP over a year ago. The City Manager said an RFQ would be issued within the next couple of weeks. They let it go too long and were making the corrections. They were asking for continuity for the existing projects.

The Mayor asked if it was a 30-day out. Director Wepfer said yes. The Mayor said it would be a one-year extension with a 30-day out. Attorney Trask said it was an extension until January 7, 2024. The Mayor said he was not happy and thought it should have come before the Board a while ago.

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

Vice Mayor Andrews motioned to approve the extension of the Engineering Services Contract. Commissioner Tagliarini seconded the motion.

ROLL CALL:

Vice Mayor Andrews	"YES"
Commissioner Tagliarini	"YES"
Commissioner Kerr	"YES"
Commissioner Hutson	"YES"
Mayor Hendricks	"NO"

The motion carried 4-1.

C. Shumaker Advisors FL Services Agreement

The City Manager requested that the agreement be approved to continue utilizing Shumaker Advisors. The fees would increase to \$4,500 a month with up to \$250 for out-of-pocket expenses. The City Code allows them to proceed without obtaining competitive bids.

The Mayor said they had done a good job for the City.

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

Vice Mayor Andrews motioned to approve Shumaker Advisors FL Services Agreement. Commissioner Kerr seconded the motion.

ROLL CALL:

Vice Mayor Andrews	"YES"
Commissioner Kerr	"YES"
Commissioner Tagliarini	"YES"
Commissioner Hutson	"YES"
Mayor Hendricks	"YES"

The motion carried 5-0.

D. State of Florida Department of Environmental Protection (DEP) – John's Pass Dredging Grant Agreement for \$1,556,000

The City Manager explained the item and responded to questions and comments from the Board.

The Mayor opened the floor for discussion. There was no discussion by the Board.

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

Vice Mayor Andrews motioned to approve the State of Florida Department of Environmental Protection (DEP) – John's Pass Dredging Grant Agreement for \$1,556,000. Commissioner Tagliarini seconded the motion.

ROLL CALL:

Vice Mayor Andrews	"YES"
Commissioner Tagliarini	"YES"
Commissioner Hutson	"YES"
Commissioner Kerr	"YES"
Mayor Hendricks	"YES"

The motion carried 5-0.

E. APTIM Environmental & Infrastructure, LLC Agreement to perform various John's Pass Dredging Work

The City Manager said the item was to approve the contractor used for the dredging project. APTIM is a coastal management contract, and the City would piggyback with Pinellas County.

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

Commissioner Kerr motioned to approve the APTIM Environmental & Infrastructure, LLC Agreement to perform various John's Pass Dredging Work. Commissioner Hutson seconded the motion.

ROLL CALL:

Commissioner Kerr	"YES"
Commissioner Hutson	"YES"
Commissioner Tagliarini	"YES"
Vice Mayor Andrews	"YES"
Mayor Hendricks	"YES"

The motion carried 5-0.

F. Duke Energy's Binding Cost Estimate for the final Phase III of Gulf Blvd. Underground Utilities

Director Wepfer explained the item and said it came in about \$600,000 higher than the expected \$2,100,000 or \$2,200,000. The cost covers the materials, equipment, and removal of the poles at the end of the project. It also included Gulf Lane, which was not included in the original estimate. She asked for direction from the Board.

The Mayor asked if they could take Gulf Lane out of it. Director Wepfer said they were trying to do the undergrounding and roadway projects at the same time. Mark Porter, Utility Consultants of Florida, LLC, said the BCE (Binding Cost Estimate) was a lengthy process. If they start removing things, Duke Energy would need to go back and redesign. The County is providing the funding for the project, and he suggested getting that funding to Duke so they could try to get the remaining amount down to something reasonable. The Mayor said he did not want to spend money just because it was there and would rather see 150th Ave. worked on instead of Gulf Lane. If Gulf Lane was not in the project, the amount would be close to the original amount. Director Wepfer said Penny for Pinellas money was paying for the majority of Gulf Lane, and the City would pay for the remaining two blocks. The Mayor said the Penny for Pinellas money would not come in for several years so the City would be paying for the project directly out of its budget. The Mayor asked the City Manager if he would have a discussion with the County on getting the Penny for Pinellas money. The City Manager said he would.

Mr. Porter said the tariff required Duke Energy to apply a \$1.4 million credit because there is a benefit to the power company. Director Wepfer said they have a meeting scheduled with Duke Energy to discuss the cost.

Vice Mayor Andrews said he was in favor of waiting until after they met with Duke Energy to vote. He was against pulling anything out of the project because their long-term goal was to get the entire City undergrounded. He thought they could negotiate with Duke Energy a five to seven-year budget plan and dedicate the Penny for Pinellas money.

Commissioner Kerr asked what Mr. Porter meant by partial approval. Mr. Porter said they wanted to find out from Duke Energy if there was anything the City could do to improve the numbers, and he did not want to see the project get delayed. Commissioner Kerr hoped they could put some RFQs together and get some grants.

The consensus of the Board was to move Item 11.F. to a Special Meeting scheduled for Monday, February 13, 2023, at 2:00 p.m.

Mayor Hendricks opened to public comment.

Bob Bello, 13301 Gulf Lane, asked what the cost benefit would be if they did not do the project now. They would end up paving during the paving project and then have to redo it later.

G. Stormwater Station Generator Replacement located at 14101 N. Bayshore Dr.

Director Wepfer said the diesel generator at 141st Ave. and N. Bayshore Dr. is rusting, and she is asking for Board approval to replace it with a natural gas generator. She would like to rehab the diesel generator and put it at another facility.

The Mayor asked if they could keep the diesel generator and put a stainless steel or fiberglass tank on it. Director Wepfer said she would need to get back to him.

Commissioner Hutson asked when the generator gets used. Director Wepfer said it depended on the power outages, but it did get used often. Commissioner Hutson said he would go with natural gas because it would be less likely to have problems.

Vice Mayor Andrews said having the generator fixed and up to speed was very important.

Mayor Hendricks said the generator would get redone regardless. Director Wepfer said they were running a natural gas line to the station in preparation for the generator.

Commissioner Kerr asked if the natural gas generator was more reliable and how old the diesel generator was. Director Wepfer said gas was more reliable, and they got the diesel generator in 2007. Commissioner Kerr asked if it was in the budget. Director Wepfer said she budgeted \$125,000, which was way under budget.

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

Commissioner Tagliarini motioned to approve the Stormwater Station Generator Replacement located at 14101 N. Bayshore Drive. Vice Mayor Andrews seconded the motion.

ROLL CALL:

Commissioner Tagliarini	"YES"
Vice Mayor Andrews	"YES"
Commissioner Kerr	"YES"
Commissioner Hutson	"YES"
Mayor Hendricks	"NO"

The motion carried 4-1.

12. NEW BUSINESS

A. Resolution 2023-01, FY 2023 Budget Amendment #1

RESOLUTION 2023-01

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING THE BUDGET FOR FISCAL YEAR 2023 (OCTOBER 1, 2022 THROUGH SEPTEMBER 30, 2023) BY INCREASING APPROPRIATIONS FOR EXPENDITURES IN THE GENERAL FUND, THE LOCAL OPTION SALES TAX FUND, THE BUILDING FUND, THE STORMWATER FUND, AND THE PARKING FUND; AND PROVIDING FOR AN EFFECTIVE DATE

Financial Consultant Andrew Laflin said part of the budgeting process was rolling over the unspent purchase orders into the new fiscal year.

Commissioner Tagliarini asked if there were any changes to the resolution from what was discussed in detail at the workshop. Mr. Laflin said no.

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

Commissioner Tagliarini motioned to approve Resolution 2023-01, FY 2023 Budget Amendment #1. Commissioner Kerr seconded the motion.

ROLL CALL:

Commissioner Tagliarini	"YES"
Commissioner Kerr	"YES"
Commissioner Hutson	"YES"
Vice Mayor Andrews	"YES"
Mayor Hendricks	"YES"

The motion carried 5-0.

13. STAFF REPORTS

There were no reports.

14. AGENDA SETTING

A. February 22, 2023, BOC Workshop Meeting

- 1. Update (Ord 2020-05), Slow Speed – Minimum Wake Zone**
- 2. Parking Enterprise Update**
- 3. City Manager's Monthly Report – January 2023**
- 4. Update on Fireworks RFP**

Items added to the workshop agenda:

Commissioner Kerr

1. Discuss maintaining the fishing village concept at John's Pass Village. Attorney Trask said that could be handled when the Land Development Regulations come back in six to eight months. The Mayor said there will be a change in the Commission in six weeks. Commissioner Kerr agreed to wait for the new Board to discuss it.

Vice Mayor Andrews

1. Discuss dogs on the beach. The City Manager said they would be putting up more signs. Director Wepfer said they purchased 70 signs to be installed at condo buildings along the beach. The City Manager suggested posting a notice on the message boards at the entrances to the City. Recreation Director Jay Hatch said it was not just against City Ordinance; it was also a violation of the Florida Health Department and could be another enforceable option.

Commissioner Hutson asked when the Building Department software was going to be available. The City Manager said he thought it would be March or April.

15. REPORTS/CORRESPONDENCE

A. Board of Commissioners

Commissioner Tagliarini thanked the Board for changing the time of the meeting.

B. City Attorney

The City Attorney had no report.

C. City Manager

The City Manager said he would be absent from the March 8, 2023, regular meeting.

D. City Clerk

City Clerk Clara VanBlargan said the certification of the election results would be done the Friday of the week of the election. She tentatively scheduled the swearing-in ceremony on March 22, 2023, at 5:00 p.m. and the workshop meeting at 6:00 p.m.

16. ADJOURNMENT

Mayor Hendricks adjourned the meeting at 3:24 p.m.

John B. Hendricks, Mayor

ATTEST:

Clara VanBlargan, MMC, MSM, City Clerk



MINUTES

BOARD OF COMMISSIONERS
REGULAR WORKSHOP MEETING
FEBRUARY 22, 2023
6:00 P.M.

The City of Madeira Beach Board of Commissioners held a regular workshop meeting at 6:00 p.m. on February 22, 2023, in the Patricia Shontz Commission Chambers at City Hall, located at 300 Municipal Drive, Madeira Beach, Florida.

MEMBERS PRESENT: John B. Hendricks, Mayor
 Doug Andrews, Vice Mayor/Commissioner District 3
 David Tagliarini, Commissioner District 1
 Ray Kerr, Commissioner District 2
 Dave Hutson, Commissioner District 4

MEMBERS ABSENT:

CITY STAFF PRESENT: Robin Gomez, City Manager
 Clara VanBlargan, City Clerk
 Thomas Trask, City Attorney

1. CALL TO ORDER

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

2. ROLL CALL

City Clerk Clara VanBlargan called the roll.

3. PUBLIC COMMENT

Jim Rostek, protected address, said he was embarrassed for the City residents because the City will face media notoriety for alleged illegal and immoral acts of a Commissioner, the City Manager, and a City employee regarding a public information request. There has been an intentional violation of his rights as a retired fire service veteran.

4. CITY MANAGER'S MONTHLY REPORT – JANUARY 2023

City Manager Robin Gomez reviewed the City Manager's Report for January 2023.

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

5. TOPICS FOR DISCUSSION

A. Fund & Account Financial Analysis Report – Current Year Actual, Prior Year actual, and Current Year Budget

City Manager Robin Gomez said they would provide a quarterly update of the City's finances by Fund. Finance Director Andrew Laflin reviewed the item and gave the following highlights:

- Ad Valorem Taxes – They would meet or exceed the budget.
- Administrative Service Allocation – The journal entry is made at the end of the fiscal year. It would be what the different funds owe the General Fund for administrative overhead.

Commissioner Hutson asked if they had normal quarterly taxes or quarterly tax payments; it seemed like they were collecting more quickly. Mr. Laflin said it was based on seasonality. High-frequency collections would be in October and November when homeowners take advantage of the four percent discount making the distributions more frequent. Commissioner Hutson asked if commercial properties pay at the same time. The City Manager said that varies. Mayor Hendricks said he thought the Tax Collector's office collected residential and commercial properties the same way.

Vice Mayor Andrews said it was a great report. Mr. Laflin said the revenue side could be misleading depending on when the collection came in, and it got recorded. The City Manager said the report would give them the opportunity to research if something did not look correct.

Commissioner Kerr asked why the Ad Valorem was so low in the Fiscal Year 2022 year-to-date compared to the Fiscal Year 2023 year-to-date. Mr. Laflin said the Fiscal Year 2022 year-to-date was a calculation, and what is in the current year is what was actually collected. Commissioner Kerr asked if that would change at this time next year. Mr. Laflin said it would be a calculation.

Commissioner Kerr said it looked like most of the totals were in a deficit because the Budget Outflows were more than the Budget Inflows. He asked if they should be concerned about the budget numbers. Vice Mayor Andrews said the Inflows and Outflows occur at different times during the year, and he looks at the year-to-date actual figure. Mr. Laflin said they have very healthy reserves in the General Fund that could be used when revenues do not cover expenditures. He could provide a Department and Fund Summary for future presentation.

Mayor Hendricks said he received an email announcing the City of Madeira Beach was awarded a Certificate of Achievement for Excellence in Financial Reporting and congratulated Mr. Laflin and his team.

Mr. Laflin said they have a financial transparency site within the City website that is constantly updated.

Commissioner Hutson asked what the Unassigned Fund balance was. Mr. Laflin said it was \$10,753,573.00 and should go up.

Commissioner Hutson asked if the Parking Inflows fluctuated because of the weather and if they were at the maximum. The City Manager said there were variables but they were not at the maximum. The past year was the highest that was collected. Commissioner Hutson said the year-to-date numbers were lower than in 2022. The City Manager said parking was divided into the Parking Fund and the Archibald Park Fund, but it was reported as a total in the Manager's Report. The Parking Fund records all revenues except for Archibald. Commissioner Hutson asked how they judged how well they were doing to make the right decision on raising the cost. It was based on historical revenues. There were significant increases in monthly parking revenue in 2022, which will continue to increase through 2023.

Vice Mayor Andrews said he expected the numbers to worsen because of the weather. They are heading into the season and will be doubling revenues by July.

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

B. Update on rework of Ordinance 2020-05, Slow Speed-Minimum Wake Zone

The City Manager said the data requested by the Florida Fish and Wildlife Conservation Commission was not provided after the ordinance was adopted. He requested detail on the data received from Pinellas County Sheriff's Office Marine Unit but did not get a response. The Statute required more specific evidence. He did not think the ordinance needed to be reworded.

Commissioner Kerr said they were asking for speeding violations in an area with no speed limit. Since there were no substantial deaths or accidents, it cannot be deemed unsafe. He asked what they could do as a community to make them see it was a safety issue.

Mayor Hendricks said the boats were tearing up the seagrass beds lying between the seawall and the main channel. It might be another way to approach the problem; to protect the seagrass beds. The City Manager said it would be under the National Oceanic Atmospheric Association (NOAA). A current seagrass study was needed for dredging John's Pass, so he will follow up with NOAA and mention it to Florida Fish and Wildlife.

Commissioner Kerr asked if there was something Shumaker could do. The City Manager said he would see if the lobbyist would speak with Fish and Wildlife.

Mayor Hendricks opened to public comment.

Patrice Boone, 571 Johns Pass Avenue, said communities within 20 miles have minimum wake off the seawalls and outside the intercoastal waterways due to "Save the Manatee." She thought they should go through "Save the Manatee." The ten-year study to redo their signage is coming up.

John Lipa, 399 150th Avenue, said he is a kayaker, and it is an issue. He hoped they could do something about it.

The Mayor said maybe the better route to go would be environmental.

The consensus of the Board was to have the City Manager go through the lobbyist, ask the legislative delegation for assistance, and follow up with the environmental regulatory organizations.

C. Building Department Software Update

Building Official Frank DeSantis gave an update on the new software for the Building Department and responded to questions and comments from the Board.

Mayor Hendricks asked if he thought it was good for the City. Mr. DeSantis said yes, and everything would be online.

Commissioner Tagliarini asked if someone could apply for a permit online. Mr. DeSantis said yes. The goal is to be paperless and more efficient in the Permitting Department.

Commissioner Hutson asked if the Help Screens would be online and how much historical data would be inputted. Mr. DeSantis said it would be online, and five years of historical data would be on a Cloud Server.

Commissioner Kerr asked if the data on the current system could be uploaded to the new system. Mr. DeSantis said yes. Commissioner Kerr asked if the new system would help when there was a question if a permit was needed. Mr. DeSantis said anyone could get a permit online, and it would show what the requirements are to submit for that permit. When you get into plan review, it gets complicated because it would need to go through different departments. There would be a list of all the permits online and what would be needed for that permit. The system would issue the permit and placard on the same day.

Commissioner Kerr asked if the Building Department was fully staffed. Mr. DeSantis said they were short on the building inspections side. He could not answer for Planning and Zoning.

The City Manager said the Building Fund was all revenues from the users of the Building Department obtaining permits, etc. The Mayor said the Building Department paid for the build-out of the first floor and did not use any City funds.

Mr. DeSantis said they were approved for a State Internship Certification Program with the Florida Building Commission and the Department of Business and Professional Regulations. He would train future building inspectors through his license.

Mayor Hendricks opened to public comment.

Larry Roelofs, 399 150th Avenue, said Madeira Cove was the first community to go through Senate Bill 4D. He complimented the Building Department for being on the ball through Phase One, the Structural Integrity Inspection. Commissioner Hutson asked if Senate Bill 4D came out of the Surfside incident. Mr. Roelofs said Governor DeSantis passed it last May. A building three stories or higher must go through a Phase One Structural Integrity Inspection to make sure it will not collapse. There is a checklist the Building Department uses. The law requires the final report from

Phase One to be signed off by a local Building Official. Commissioner Hutson asked if the Board needed to do anything. The City Attorney said the Building Department was taking care of it.

The Mayor said they needed to look at fastening the AC units to the roofs of the high-rise condos in a better way.

John Lipa, 399 150th Avenue, said the final report for Phase One needed to be submitted to the state. They compile the list.

D. Madeira Way and 150th Ave. Traffic Flow

The City Manager said redevelopment over the years resulted in a different configuration of Madeira Way and 150th Ave. Many residents would like the left turn off Madeira Way onto 150th Ave. restored. He asked for the Board's direction on approaching the Department of Transportation.

The City Manager notified the Department of Transportation that the pedestrian crosswalk at Madeira Way and 150th Ave. might not be working as intended. The Department of Transportation told several residents at Madeira Cove they would not do anything until there was a need to do something. There is a safety issue in the area, and it is impacting businesses.

The Mayor said when the traffic light was at Madeira Way and 150th Ave. it gave the residents in the condos a break in traffic where they could have time to exit. It is not safe when people turn right onto 150th Ave. from Madeira Way and force their way into the inside lane to make a U-turn.

Vice Mayor Andrews said the road was a mess, and they would not address it until the last condo building was done. They needed to start talking about it now so they could be able to give the Department of Transportation good ideas instead of complaining about it. They need to get the traffic flow going. The configuration that is out there now was not what was presented to them originally.

Commissioner Tagliarini said he would love the old traffic pattern back, but at the least, they need to make the crosswalk on-demand. The entrance to Madeira Cove and the condos on the north side of 150th Ave should have an on-demand stop light with a crosswalk.

Commissioner Hutson disagreed with the stop light at the condo entrance. If they put a stop light at Madeira Way and 150th Ave., they should move the crosswalk to the east side of the intersection, so cars could turn left while people cross the road. He suggested putting a three-way stop at Madeira Way and Municipal Drive if they wanted to make Madeira Way one-way and move the speed bump closest to the stop sign so people do not use it as a cut-through.

Commissioner Kerr said they should look at the triangle as a whole. He never liked the existing crosswalk, and there is an issue at the north end of Madeira Way with people crossing Gulf Blvd to get to Archibald. He did not know why the right turn was allowed onto Gulf Blvd. He thought the red light at the condos would help a lot of issues.

Commissioner Hutson said there would be more traffic on Madeira Way once the condos and hotel were built. He asked if they could ask the state to allow a left turn from Madeira Way onto Gulf Blvd when pedestrians were crossing to Archibald.

Commissioner Kerr asked if Madeira Way was included in the PD for the hotel. The Mayor said he thought that took place at the same time. Commissioner Kerr asked what the plan was. The City Manager said Madeira Way would not change. The Mayor said allowing a left turn onto 150th Ave. from Madeira Way made sense as more traffic generates. Commissioner Kerr said he preferred the way it is now.

Commissioner Hutson said he had residents ask if they could have a "no right turn on red" sign at Gulf Blvd. and 150th Ave. so the condo residents would have more time to exit.

Mayor Hendricks opened to public comment.

Larry Roelofs, 399 150th Avenue, said he would like the Board to consider establishing a task force that could propose several scenarios to the Department of Transportation.

John Lipa, 399 150th Avenue, said not only the residents want the change, but a big developer in Madeira Beach wants it too. It is very dangerous, and something needs to happen.

Bill Gay, 423 150th Avenue, said the residents at 423 and 425 150th Avenue would like a center cut to the westbound lane of 150th Avenue. They need to consider the DeNunzio property's future development because that traffic would also use the Marina intersection.

The consensus of the Board was to share it with the Department of Transportation and bring it back to a future workshop.

E. Dogs on the Beach/Sand

The City Manager said we continue to address some of the ordinances and the enforcement component. This item relates to the 'leave no trace' ordinance that excludes animals and reptiles on public beaches and sand. A few residents continue to stress concerns about it, so they are looking at other methods to include additional larger signage. In the packet, it shows the newest sign with beach rules. Public Works Director Megan Wepfer said that was one of the smallest signs for the condos to place. The ones placed at the beach accesses are much larger.

Mayor Hendricks suggested also placing them at the pay stations, at least in Archibald and Johns Pass, for beach parking. The City Manager explained the other signs shown in the packet that are placed in various locations in the City. They will be developing signs saying no dogs allowed on beach sand and the \$93 fine, and with a color scheme to make them stand out. The signs will be placed at each beach access point. There should be no excuses for not seeing the signs. As suggested by Commissioner Tagliarini, they can also mail something to each resident reminding them of the City's ordinances that no dogs are allowed on the beach sand, and there is a fine for doing so. The process with the deputies is to ask when seeing a dog on the beach if it is a service animal, what service it provides, and issue warnings if need to. Additional patrols will be added

on the sand and possibly added extra on-duty deputies on Gulf Lane, especially from John's Pass parking lot up through 136th Avenue, due to numerous concerns from residents and visitors on those properties, primarily on the west side of Gulf Lane.

Commissioner Tagliarini said he liked all the ideas. He asked if it was also a county ordinance controlling that. The City Manager said they are not allowed to have animals in a public bathing area. Director Wepfer said it is the Florida Department of Public Health regulation. Commissioner Tagliarini suggested adding that language to the 'no dogs on the beach' to let people know it is not just a Madeira Beach ordinance. He is in favor of the additional patrols by the Pinellas County Sheriff's Office. They have the rules. The enforcement is the issue. It is a problem, not just with residents but also with tourists.

Commissioner Hutson asked if they should do a mailer to add that they have a dog beach on the east side of the causeway. Director Wepfer said the Pinellas County School District owns the property. The City maintains the park but does not think they would want to advertise it publicly. It is not officially a dog beach.

Commissioner Kerr asked if the enforcement officer could ask where the people are staying and follow up with the hotel or wherever they are staying. If they start getting a list for the same location, maybe there could be more enforcement with them. Director Wepfer said the biggest problem is dogs are seen everywhere. A few years back, no condo allowed dogs. Visitors think they should be able to bring their dogs because they pay a lot of money to stay on the beach. The reason for coming up with the sign is that every condo is supposed to have it posted, and they do not. However, she has a lot of tremendous support from the maintenance people. They have no issues putting up the sign.

Commissioner Tagliarini said they should add the big signs Mr. Gomez talked about. Director Wepfer said she is unsure if they would allow those specific signs at their condos, but they have no issue with the beach rules in general. She does not see the dogs being an issue, but she has a big issue with holes, trash, glass, and items left on the beach. They are going into spring break season, and it is canopy central out there.

Commissioner Kerr said they should leave it with those signs and more enforcement during the spring break season because the residents down in the Gulf Lane area need that anyway for other reasons. They could double up and find out where the dogs are coming from, enforce it there, and issue citations if needed.

Commissioner Tagliarini asked if there was a more direct way to use the app to report it. There is no dog button but a 'non-emergency' button and an 'other' button. Residents have asked him about adding a 'dog' button. Who would monitor it? The City Manager said it would be Code Enforcement because it would be a code issue. Commissioner Tagliarini said when residents and other people ask him how to report things, he pushes them toward the app because it would be a great reference and tool. They could add a 'dog' button or a 'beach ordinance' button to report other things.

Mayor Hendricks said he approached someone that had a dog on the beach. He was a Madeira Beach resident and did not care. They must start citing people because that would be the only thing to get their attention. It is getting out there that our parking profit manager is helping with the parking issues. They are issuing tickets to those that do not pay for parking in Madeira Beach. Enforcement is the only way they will stop dogs on the beach.

Commissioner Hutson said it was talked about a couple of years ago. Somebody said some of the hotels owned more of the beach and allowed their pets to use it. The City Manager said some property lines extend out onto the sand. They have been enforcing City codes on the entire sand but had concerns with that. City Attorney Tom Trask said it is not public sand if it is private property. A lot of the locations do have a good portion of the beach under fee simple ownership. They have a right to walk their dog on the sand. It would only be the public beaches that would be a violation. Mayor Hendricks said they need a diagram of it. The City Attorney said they have a printout of all the property lines along the beach. On the Pinellas County Property Appraisers website, you can easily see where the property lines are in relation to the beach. The City Manager showed on the screen the diagram located on the Pinellas County Property Appraisers website referred by the City Attorney. Director Wepfer said there are about 12 to 15 or so properties with property lines extending out onto the sand. The City Manager said some property lines extend to the mean high water line. He thinks that the deputies follow that and do not enforce that section of the sand because it is private property.

Mayor Hendricks said they probably need them to sign a right-of-way agreement for groins and whatnot. Director Wepfer said City tractors only do the public lands to the high water mark, and the private tractors do the private properties. They will get construction permits for those with groins on them, as they did in 2012 or 2013 when they were renourished. The City Attorney said the lawyers call it a temporary ingress/egress easement or construction easement. It allows them to go in and use cross properties with an obligation to return the property to the appearance that it was before the City's use of it. Usually, it is related to a specific period of time.

Mayor Hendricks said communities north of them have problems getting right-of-way easements for beach nourishment. Because some homeowners will not give it to them, it jeopardizes whether they will get beach nourishment. The City Attorney said there is a difference between a right-way easement and a temporary construction easement. A right-of-way or a permanent easement would last from now into perpetuity. The temporary easements are just for the period in there doing the construction. People get confused and question that when giving up a portion of their property.

The City Manager said the City is considered dog friendly in many tourist publications. The information lets people know the restaurants that allow dogs outside on their patios. As Megan said, that is the good and the bad of being considered dog friendly. People take their dogs everywhere, including on vacation.

Commissioner Tagliarini asked if the county ordinance superseded that since it is public bathing. The City Attorney said the county's ordinances do not control what goes on in the City of Madeira Beach. The City of Madeira Beach ordinances controls what goes on in the City. There may be a state regulation or a state statute that preempts the City's ordinance, but the county, no, unless it is a county park, then that comes into play.

Director Hatch said dogs cannot be in the bathing areas. Commissioner Tagliarini asked if it is a safety and health issue would the state rule their property since the beach is a swimming area. The City Attorney said he had not read that particular provision, but if it is a state statute, more than likely it preempts. So the suggestion about putting it on the sign in addition to the City code provision would probably be helpful because there would be more of an argument that it is not just the City regulating that.

The City Manager said they would be able to proceed with more signage and enforcement and go from there. The deputies could note where that comes from.

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

F. Federal Government Consulting Services

The City Manager reviewed the item and asked if the Board wanted to proceed with it.

Commissioner Tagliarini said it looked like it was \$5,000 a month. They needed to weigh the \$60,000 a year versus the benefit they could get on a federal level.

Mayor Hendricks said the county has a federal lobbyist and he did not know if they could piggyback with them. It might be good to discuss it with the BIG-C if they do not get any help from the county. Having a joint venture with other small communities might be good to help with the expense.

Vice Mayor Andrews agreed with the Mayor. It probably was not a one-year deal. The City Manager said it would probably be a three-year commitment. He liked the multiple-city approach.

The Mayor said the key to John's Pass was the Corps of Engineers, and it would take a federal lobbyist to push that. It might be a good time to talk to the BIG-C about a federal lobbyist for beach nourishment, undergrounding, and other things that need to be done.

Commissioner Kerr said other cities might not have the same wants or needs. The Mayor said the undergrounding and the sand issue are all interconnected. Commissioner Kerr said he would like to continue the conversation with Shumaker and the BIG-C, but some companies specialize in getting grants, and he wanted to make sure they were spending money wisely. They need a representative at the federal level.

The City Manager suggested coming up with common topics that would be beneficial and pursuing them collectively.

Commissioner Hutson asked if there was an ad hoc or an a la carte way of doing it. The City Manager said they did not provide it, but he would ask.

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

ADDED ITEM

G. Fireworks RFP Update

Item G. was added to the agenda. The City Clerk distributed a handout to the Board prepared by Recreation Director Jay Hatch.

Recreation Director Jay Hatch said he received four responses to his RFP to have four fireworks shows in 2023. The responses were asked to include the costs, the number of shells they would fire, and the approximate display times. The first three vendors on the spreadsheet provided that information, and the fourth did not. They did not receive a bid from the previous vendor because they discontinued operations in the area.

The four vendors on the spreadsheet:

1. Master Pyro Display LLC - \$35,000 – 1,680 shots
2. Explosive Touch - \$40,000 – 1,500 shots
3. Starfire Corporation - \$40,000 – 1,580 shots
4. My Three Sons - \$40,000

Fireworks Displays:

1. July 3rd
2. March 17th
3. May 6th
4. November 11th

Locations:

1. Fundamental School
2. 200 Rex Place

Director Hatch said the first two vendors listed, Master Pyro Display LLC in the first column and Explosive Touch in the second column, were the most responsive and realistic options. From a staff perspective, Master Pyro Display LLC might be the best one. They provided a location for Fundamental School and 200 Rex Place, and they were given the option for one or both for the 3rd of July. Their cost is less, \$35,000 versus the \$40,000, and the shell count is more. They also have some previous experience with Mr. Andrews at the Rex Center. The Explosive Touch option did have a handful of larger shells, but it was a minimal difference as far as the way that goes. In looking at the spreadsheet, the option probably would be the first column if it is something the Board is open to. In the RFP, there was a contract. They could either do it for one year with an extension. With the responses received, it might be worth going with the single year and deciding whether to extend it later. He would have to word it properly in the initial one.

Mayor Hendricks asked Director Hatch if he was familiar with them. Director Hatch said Explosive Touch, the second one, is the reference they got from the company they normally use. They said they were typically subcontractors, but the City has not used them. He looked at reviews for all the companies, and they were about the same. For the most part, they did what they said

they would do and blew stuff up. The Master Pyro would seem more of a show, and the other a shoot stuff up to explode.

Mayor Hendricks said he could see the difference between doing it at Rex Place and the school. There are a lot more shots. Director Hatch said his only concern is 6,000 mortars off the pier and lack of space. The Fundamental School is still a pretty good option with 25. They looked at last year's Fourth of July show, and it was in the 1600 range, so either option would be more count-wise.

Commissioner Hutson said March 17th is Spring Carnival, and May 6th is Grouper Gala. Director Hatch said if they are good with that, he would have to contact them tomorrow morning and start the process to make sure they can get the 17th in. The City Attorney said the Board could not vote at the workshop. The City Manager said they would bring back an agreement on March 8th.

Mayor Hendricks asked if they could get a consensus. The City Attorney said according to their rules, they can. The last sentence of the workshop provision in the BOC policy state, "To allow some understanding of the status of the discussion of items, a verbal consensus may be ascertained to determine an appropriate next step, but such consensus is not binding on the Board of Commissioners."

Commissioner Kerr received clarification that shells and shots are the same and said that Rex Place is 6,000 shots versus 2,584 at the Fundamental School. Director Hatch explained why and said they were open to shooting fireworks safely from anywhere they could. So, he leans on the Board for choice of location, there is no preference, and they both bring a crowd.

Mayor Hendricks said they needed to get moving on the March 17th event. They have a consensus and will vote on it at the next meeting to confirm it.

The Mayor opened to public comment. There were no public comments on the item.

H. ADJOURNMENT

The City Clerk received confirmation to change the Tuesday, March 22, 2023 Swearing-in Ceremony for the new Commissioners and Mayor from 5:00 p.m. to 4:30 p.m., to allow time for a reception to follow before the 6:00 p.m. workshop.

Mayor Hendricks adjourned the meeting at 8:22 p.m.

John B. Hendricks, Mayor

ATTEST:

Clara VanBlargan, MMC, MSM, City Clerk



Memorandum

Meeting Details: March 8, 2023

Prepared For: Mayor & Board of Commissioners

From: Megan Wepfer, Public Works Director

Subject: Ordinance 2023-14, Chapter 54 - Solid Waste 2nd reading

Background

Upon final approval Ordinance 2023-14 will amend new changes to the Solid Waste Ordinance. The City Attorney, City Manager, and I have reviewed chapter 54 Solid Waste Ordinance for proposed changes. The changes correct definitions, times cans can be left at the curb, along with other miscellaneous changes.

Fiscal Impact

No fiscal Impact

Recommendation(s)

Staff recommends the Board of Commissioners approve the Ordinance 2023-14 Chapter 54, Solid Waste, 2nd reading.

Attachments

- Ordinance 2023-14

ORDINANCE 2023-14

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING CHAPTER 54 (SOLID WASTE) OF THE CODE OF ORDINANCES OF THE CITY OF MADEIRA BEACH TO AMEND THE DEFINITIONS OF COLLECTION CENTER, CURBSIDE COLLECTION PROGRAM, GARBAGE CAN AND TRASH CAN; TO DELETE “REFUSE” AS A MANDATORY SERVICE SUBSCRIPTION; TO ADD “DEBRIS ACCUMULATION FROM CONTRACTORS” AS WASTE TO BE REMOVED BY THE OWNER; TO AMEND REFERENCES TO “TRASH CONTAINER;” TO ADD “TRASH” TO THE ITEMS PROHIBITED TO BE BURIED OR BURNED AS GARBAGE; TO REQUIRE THAT A GARBAGE CAN OR TRASH CAN SHALL HAVE A 64 GALLON CAPACITY AND THAT SUCH RECEPTACLE SHALL BE PROVIDED BY THE CITY; TO PROVIDE FOR PLACEMENT OF CONTAINERS FOR TRASH COLLECTION; TO PROVIDE FOR EXCLUSIONS THEREFOR; TO REQUIRE CONCEALMENT OF GARBAGE AND TRASH CANS AFTER COLLECTION; TO PROVIDE FOR TIMING OF CURBSIDE PLACEMENT AND REMOVAL OF TRASH CANS; TO DELETE SEC. 54-62 REGARDING INSPECTION AND CONDEMNATION OF CONTAINERS; TO PROVIDE FOR CONFLICT; TO PROVIDE FOR SEVERABILITY; AND TO PROVIDE FOR AN EFFECTIVE DATE.

WHEREAS, City Staff has reviewed the current provisions of Chapter 54 of the Code of Ordinances and recommends amending same; and

WHEREAS, the recommendations of staff have been found meritorious by the Board of Commissioners; and

WHEREAS, the Board of Commissioners has received input from the public at two public hearings.

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

Section 1. That Chapter 54 (Solid Waste) of the Code of Ordinances of the City of Madeira Beach, Florida, is hereby amended to read as follows:

CHAPTER 54 – SOLID WASTE

ARTICLE I. - IN GENERAL

Sec. 54-1. Definitions.

The following words, terms and phrases when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Authorized recycling agent means a person that the city authorizes and/or contracts with to collect the recyclable material.

Collection center means:

- (1) In the case of a collection center program, a place to which a person may bring designated recyclable material, and
- (2) In the case of a curbside collection program, a designated place at curbside, at which the generator of designated recyclable, garbage and trash material may deposit such material.

Commercial establishment means any location within the municipal limits which is not a residential dwelling.

Curbside collection program means that part of the city recycling, garbage and trash plan whereby designated recyclable, garbage and trash materials ~~is~~ are deposited by the generator of such material at a designated place at curbside for collection.

Designated recyclable material means those materials which are capable of being recycled and which would otherwise be processed or disposed of as solid waste, such as newspaper, glass or plastics, or which have been designated by the city as appropriate for collection in a collection center program or curbside collection program.

Dumpster means fabricated metal boxes designed for mechanical lifting and dumping into trucks collecting and transporting garbage and trash.

Garbage means refuse, tin cans, glass, paper, bottles, and the boxes and paper coming from or being disposed of by residents and commercial or business establishments, and all refuse, kitchen accumulation of animal, fruit, or vegetable matter, liquid or other matter incident to preparation and use in cooking or dealing in or storing of meat, fish, fowl, fruit or vegetables, and other refuse that may accumulate in the normal household, which shall all be contained in receptacles specifically provided for the purpose; and shall also include boxes and containers. Garbage shall not include recyclable materials.

Garbage can means a ~~metal or~~ plastic can and tight-fitting cover ~~of the type commonly sold as a garbage can~~ which meets the requirements in section 54-57.

Grass and leaf disposal means the accumulation of grass and leaves must be placed in a trash ~~container~~ can.

Multiple dwelling means all places of abode other than single-family houses, hotels, motels and motor lodges used for human habitation.

Noncombustible refuse means refuse materials that are unburnable at ordinary bonfire or incinerator temperatures, such as durable junk, metals, mineral matter, stone, cement derivatives, glass, crockery, metal furniture or vehicle bodies and parts thereof.

Recyclable materials means aluminum cans; metal cans; clear, brown and green glass bottles and jelly jars; plastic bottles; metal jar lids; newspaper; flattened corrugated cardboard; junk mail; magazines; white or colored printed paper and brown paper bags.

Recyclable materials container means a bin or receptacle provided by the city or its designee for the collection of recyclable materials as defined herein. The number, size and style of such container shall be sufficient for the weekly accumulation of recyclable materials produced by the residential dwelling to which such container is provided.

Residential dwelling means single-family and multiple dwelling places of abode other than hotels, motels and motor lodges used for human habitation.

Trash means refuse, accumulations of paper, excelsior, rags, wooden or paper boxes and containers, sweepings, and all other accumulations other than garbage and recyclable materials, which are usual to housekeeping and the operation of stores, offices and other business places. Trash shall not include noncombustible refuse.

Trash can means a container of ~~metal or~~ plastic material provided by the city, of not less than ten or more than 32 that is 64 gallons in size as described in section 54-57. Each residential home will be provided one (1) 64 gallon container included in their utility billing. There shall be an additional fee charged for each additional 64 gallon container.

Yard waste means all accumulations of trees, tree limbs, branches, shrubbery, vines, palm fronds, cuttings and other refuse, except grass, leaves and sod.

Secs. 54-2—54-30. - Reserved.

ARTICLE II. – COLLECTION AND DISPOSAL

DIVISION 1. – GENERALLY

Sec. 54-31. Mandatory subscription to service.

Every occupant, resident or proprietor of a residential dwelling or establishment in the city shall subscribe to the garbage, trash, ~~refuse~~ and recyclable materials collection services of the city.

Sec. 54-32. Depositing upon public property or on premises or in containers of another.

It shall be unlawful to deposit garbage, trash or recyclable materials upon the premises of another or upon any street, alley, park or other public property, or in any canal, water, waterway, rockpit, pool or lake within the city or in any garbage or trash can or recyclable materials container upon which any other person shall have paid the collection fee as provided in section 54-33, except that tenants of multiple dwellings or business houses may deposit garbage, trash or recyclable materials in cans or recyclable materials containers upon which the owner or manager of such multiple dwelling or business establishment shall have paid the collection fee provided for in this chapter and

authorized the tenants to use such garbage or trash can or cans or recyclable materials containers.

Sec. 54-33. Removal of other waste and noncombustible refuse.

- (a) Industrial process waste, building materials and noncombustible refuse must be removed by the owner, occupant, operator or by the contractor performing the work which caused such waste to accumulate, as the case may be. Spent oils or greases accumulated at garages, filling stations or similar establishments shall not be removed by the city except such as are removed for the use of the city.
- (b) In addition thereto the city will not remove large accumulations of waste consisting of concrete block, bricks and debris from brick or concrete construction, roofing shingles or tile installations, debris accumulation from contractors, debris accumulation from land clearing, building, rebuilding and altering of buildings, structures, roads, streets, sidewalks, parkways, or excavations and such accumulations shall be removed by the owner of the property on which they are located, or the contractor or other persons performing or doing work causing such accumulations.
- (c) The city will collect, for a fee, such items of waste or trash consisting of discarded office equipment, discarded broken furniture, beds, bedsprings, large empty cans, appliances, cabinets, rugs, and any other items which can be lifted by a mechanical crane or arm. The disposal fee is found in the fees and collection procedures manual of the city.
- (d) The deposit of hazardous or medical waste in garbage or trash ~~containers-cans~~ or recyclable materials containers is prohibited.

Sec. 54-34. Illegal accumulations.

It shall be unlawful and a violation of this chapter for the owner, manager or occupant of any premises to permit any accumulation of garbage and trash upon the premises for a period of longer than four days without having arranged for disposal of such accumulation by some person qualified under this chapter to perform such service, or by the department of community services of the city, and it shall be unlawful for any person, whether owner, manager or occupant of any premises to fail to provide request a sufficient number of garbage or trash cans upon the premises to amply provide for the garbage and trash accumulation upon such premises within any four-day period, or to suffer, permit or allow any garbage or trash cans as provided in this chapter, to accumulate, be or remain upon the premises.

Sec. 54-35. Removal of yard waste.

- (a) Any premises having a garbage or trash can upon which the proper and required fee has been paid, under the terms of this chapter, shall be entitled to the collection of tree limbs, palm fronds or other yard waste of such size or nature as cannot be deposited in a regular trash can, but that may be manually loaded by one man. Provided, however, that all limbs, palm fronds, etc., shall be cut not to exceed four feet in length and four inches in diameter and the pile/accumulation is not more than four feet in height and no longer than eight feet in length.

- (b) An accumulation of yard waste and trimmings which are larger than the above descriptions (i.e., stumps or limbs larger than four inches in diameter) will require a call for a special collection, for a fee based on the size of the pickup. The city will provide an employee to measure the accumulation and provide a written estimate containing the charges for the pickup.
- (c) Such yard waste must be deposited adjacent to the alley if such property is served by an alley at curbside, or in such other places as may be prescribed by the community services director. Residents or occupants of any premises may arrange for private removal of yard waste to points outside the city. It shall be unlawful for any person to deposit any yard waste upon any lot or premises belonging to another, whether vacant or improved, occupied or unoccupied, or upon any street, plaza, or park or in any waters lying within the city.

Sec. 54-36. Prima facie accumulation.

Any place of abode or any place of business occupied or in operation shall be prima facie evidence that garbage, trash or recyclable materials is being produced and accumulated on such premises. It shall be the duty of the property representative of the city to inspect such premises and remove therefrom any and all garbage, trash or recyclable materials found thereon, provided the required fees have been paid by such resident or occupant, or notify the proper persons if such removal is not the duty of the city.

Sec. 54-37. Frequency of collection.

All garbage cans and trash ~~containers~~cans shall be emptied at least twice each week and properly disposed of in residential districts, and as designated by the city manager in the business districts. All recyclable materials containers shall be emptied at least once each week and properly disposed of in residential districts.

Sec. 54-38. Burial of garbage upon premises prohibited.

No garbage, trash or recyclable materials shall be buried upon the premises of the person by whom such garbage, trash or recyclable materials is accumulated. It shall be unlawful for any person to bury any garbage, trash or recyclable materials within the city.

Sec. 54-39. Burning of garbage or trash on premises prohibited.

No garbage, trash or recyclable materials shall be burned on any premises within the city.

Sec. 54-40. Violations; penalties.

- (a) It shall be unlawful for any person other than an authorized recycling agent to remove designated recyclable material from a collection center used in either a collection center program or a curbside collection program.
- (b) Any person who violates subsection (a) shall be subject to prosecution in the manner provided by general law for violations of city ordinances or pursuant to section 1-16.
- (c) Nothing in this section shall be construed to prohibit or limit the right of any individual person to donate, sell, or otherwise dispose of his or her recyclable material.

Secs. 54-41—54-55. Reserved.

DIVISION 2. - CONTAINERS

Sec. 54-56. Required.

All residents or occupants of any single-family dwelling, and the owner, manager or occupant of any multiple dwelling or of any place of business or commercial establishment within the city ~~are hereby required to provide~~ shall be provided with a 64 gallon garbage ~~cans and trash cans can~~ as described in section 54-57, ~~of sufficient capacity to hold four days' accumulation of garbage and trash in the residential district and areas and three days' accumulation of garbage and trash in the commercial district and areas.~~ It shall be the duty of the owner or manager of any multiple dwelling to furnish or to see that such multiple dwelling is furnished or supplied with, a sufficient number of garbage ~~and trash~~ cans to comply with the terms of this chapter.

Sec. 54-57. Requirements.

A garbage can or trash can shall be as defined in section 54-1 and shall have a capacity of ~~not less than ten or more than 32~~ 64 gallons and when full shall weigh 50 pounds or less. Such receptacle shall ~~have two handles upon the sides or a suitable bail by which it may be readily lifted for the purpose of easily emptying into a garbage pickup vehicle. be provided by the city.~~ The cover of a garbage can shall be tight-fitting and kept in place on the can for the purpose of preventing stench or other nuisances.

Sec. 54-58. Trash ~~containers cans~~ required; location.

All occupants of places of abode within the city shall deposit all trash together with such garden trash as may be of a size suitable for deposit, in a trash ~~container can~~ described in section 54-57. Sufficient ~~containers trash cans~~ shall be provided to hold four days' accumulation of trash in residential districts. ~~Such containers shall be placed in a position on the premises similar to that required in section 54-61 for garbage cans, and where there are both garbage cans and trash containers on the same premises, the two receptacles shall be placed side by side.~~

Sec. 54-59. Wet garbage to be wrapped.

All garbage, tin cans and bottles shall first be drained of all liquids, and shall be deposited in the garbage cans required by this article. The wet garbage matter shall be drained and wrapped in paper before being placed in the garbage can. Provided that hotels, restaurants and other eating establishments upon exemption granted by the director of community services and subject to the terms of such exemptions, shall not be required to wrap wet garbage.

Sec. 54-60. Containers to be kept tightly covered.

Garbage and trash cans shall be kept tightly covered at all times except when it is necessary to lift the cover to deposit garbage or trash. It shall be unlawful for any person to deposit in any garbage or trash can any garbage, trash or other matter in such amounts that will not permit the lid of such garbage or trash can to tightly fit into place.

Sec. 54-61. ~~Accessibility of containers.~~Curbside containers.

~~Garbage cans are required to be kept in a place easily accessible to the inspectors and to the employees of the community services department of the city. Garbage cans shall not be kept upon the neighboring property not in the ownership or tenancy of the person by whom the garbage is accumulated, whether such neighboring property be vacant or improved. Garbage or trash cans shall be placed on the alley of all places served by an alley or such other place as shall be designated by the director of community services. Garbage and trash cans shall not be kept at the street in front of property not served by an alley unless the cans are screened by a structure or planting acceptable to the city manager.~~

Except for residences which have rear alleys accessible for garbage collection vehicles, as determined by the City Manager, all garbage, trash and recyclable containers for all customers not utilizing dumpsters shall be placed for collection at curbside or no more than six feet from the curb or edge of the road upon which said residences abut. However, special arrangements for rear yard or side yard collection may be authorized by the City Manager, in instances of disability. For cases of disability, trash and recyclable containers shall be located for accessibility. Containers shall not be collected when stored in closed buildings, carports or behind closed gates. After garbage, trash and recyclables are collected, the customer shall place the garbage can, trash can and recyclable containers in a location out of public view. The concealing of garbage and trash cans may be accomplished in a variety of ways, such as fences, hedges or other vegetation, which will be placed in such a manner as to conceal the cans or containers from public view. All fences shall be constructed in conformance with city building codes. Such containers shall be placed at curbside no earlier than 5:30 p.m. on the evening/night before the day of collection and shall be removed no later than sunset on the day of collection.

Sec. 54-62. ~~Inspection and condemnation of containers.~~

~~All garbage and trash cans shall be subject to inspection and approval or condemnation by the inspectors of the department of community services of the city. Upon the condemnation of any garbage or trash can, a notice of such condemnation shall be placed by such inspector upon the condemned can. It shall be unlawful for any person to place in such condemned can any garbage, trash or other material and the owner or occupant of such premises shall immediately provide a new can to take the place of the can condemned.~~

Section 2. Ordinances or parts of ordinances in conflict herewith to the extent that such conflict exists are hereby repealed.

Section 3. In the event a court of competent jurisdiction finds any part or provision of the Ordinance unconstitutional or unenforceable as a matter of law, the same shall be stricken and the remainder of the Ordinance shall continue in full force and effect.

Section 4. This Ordinance shall be in full force and effect from and after its adoption and approval in the manner approved by law.

**PASSED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY
OF MADEIRA BEACH, FLORIDA, THIS _____ day of _____, 2023.**

John B. Hendricks, Mayor

ATTEST:

Clara VanBlargan, MMC, MSM, City Clerk

APPROVED AS TO FORM:

Thomas J. Trask, City Attorney

PASSED ON FIRST READING: _____

PUBLISHED: _____

PASSED ON SECOND READING: _____

Please publish this legal advertisement in a newspaper that covers all of Madeira Beach on Wednesday, **02-22-2023**. An affidavit of this publication will be required for my files. (2 column x as necessary).

Thank you,

Clara VanBlargan, City Clerk
City of Madeira Beach

NOTICE OF PUBLIC HEARINGS

CITY OF MADEIRA BEACH

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

NOTICE IS HEREBY GIVEN, that the Board of Commissioners of the City of Madeira Beach will conduct a **Second Reading and Public Hearing for the adoption of proposed Ordinance 2023-14 on Wednesday, March 8, 2023, at 6:00 p.m.** The meeting will be held in the Patricia Shontz Commission Chambers located at 300 Municipal Drive, Madeira Beach, FL 33708. The title of said Ordinance is as follows:

ORDINANCE 2023-14

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING CHAPTER 54 (SOLID WASTE) OF THE CODE OF ORDINANCES OF THE CITY OF MADEIRA BEACH TO AMEND THE DEFINITIONS OF COLLECTION CENTER, CURBSIDE COLLECTION PROGRAM, GARBAGE CAN AND TRASH CAN; TO DELETE “REFUSE” AS A MANDATORY SERVICE SUBSCRIPTION; TO ADD “DEBRIS ACCUMULATION FROM CONTRACTORS” AS WASTE TO BE REMOVED BY THE OWNER; TO AMEND REFERENCES TO “TRASH CONTAINER;” TO ADD “TRASH” TO THE ITEMS PROHIBITED TO BE BURIED OR BURNED AS GARBAGE; TO REQUIRE THAT A GARBAGE CAN OR TRASH CAN SHALL HAVE A 64 GALLON CAPACITY AND THAT SUCH RECEPTACLE SHALL BE PROVIDED BY THE CITY; TO PROVIDE FOR PLACEMENT OF CONTAINERS FOR TRASH COLLECTION; TO PROVIDE FOR EXCLUSIONS THEREFOR; TO REQUIRE CONCEALMENT OF GARBAGE AND TRASH CANS AFTER COLLECTION; TO PROVIDE FOR TIMING OF CURBSIDE PLACEMENT AND REMOVAL OF TRASH CANS; TO DELETE SEC. 54-62 REGARDING INSPECTION AND CONDEMNATION OF CONTAINERS; TO PROVIDE FOR CONFLICT; TO PROVIDE FOR SEVERABILITY; AND TO PROVIDE FOR AN EFFECTIVE DATE.

Interested parties may appear at the meeting and be heard with respect to the proposed ordinance. A copy of the proposed Ordinance 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 proposed Ordinance 2023-14, please contact Public Works Director Megan Wepfer at 727-391-9951, ext. 401 .

The meeting will be aired on Public Access TV Spectrum Channel 640 and through the City’s website.

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

In accordance with Section 286.26, Florida Statute, persons with disabilities needing special accommodations to participate in this meeting should contact the City Clerk's office no later than 48 hours prior to the meeting: (727) 391-9951, Ext. 231 or 223 or fax a written request to (727) 399-1131.

Clara VanBlargan, MMC, MSM, City Clerk



MEMORANDUM

Date: February 28, 2023
To: Hon. Mayor and Board of Commissioners
Through: Robin Gomez, City Manager
From: Jay Hatch, Recreation Director
Subject: King of the Beach Fishing Tournament Contract with the Old Salt Fishing Foundation

Background

On March 16, 2018, the City of Madeira Beach Board of Commissioners approved a five (5) year agreement with the Old Salt Fishing Foundation for the foundation to host the annual Spring and Fall King of the Beach Fishing Tournaments at the City's R.O.C. Park and Recreation facility. The final tournament on this contract was Nov 3-5, 2022. There is a desire from the Old Salt Fishing Foundation to continue hosting each of their two annual fishing tournaments in the City of Madeira Beach.

Discussion

The contract has been amended and updated per discussion at the Commission Workshop on December 14, 2022. The proposed contract is attached for review.

Fiscal Impact

Currently, the Recreation Department does not budget for revenue related to these fishing tournaments. Hard costs such as Emergency Services provided by Fire and Trash removal provided by the Sanitation Department are invoiced and paid for by the Old Salt Fishing Foundation.

Recommendation

Staff recommendation is for approval of the attached agreement.

Attachment(s):

- Old Salt Fishing Foundation Inc. – Special Event Agreement

SPECIAL EVENT AGREEMENT
BETWEEN CITY OF MADEIRA BEACH
AND OLD SALT FISHING FOUNDATION, INC.

THIS AGREEMENT ("Agreement") is hereby made and entered into this ____ day of _____, 2023, by and between the **CITY OF MADEIRA BEACH**, a Florida municipal corporation, hereinafter referred to as "CITY," and **OLD SALT FISHING FOUNDATION, INC.**, a Florida not-for-profit corporation, hereinafter referred to as "OLD SALT."

RECITALS

WHEREAS, CITY owns the real property depicted on **Exhibit A** and hereinafter referred to as "City Property;" and

WHEREAS, City Property includes the City Hall, the Fire Dept., R.O.C. Park, City Centre Room, Boca View Hall, Outside Deck, Ocean Walk and Starboard Rooms, Athletic Fields, tennis courts, basketball court, Recreation Center, Bandshell, Rex Place parking and City Hall parking; and

WHEREAS, OLD SALT has requested that the CITY allow for the use of a portion of City Property consisting of R.O.C. Park, Recreation Center, Athletic Field #3, the Bandshell, Rex Place parking and City Hall parking, hereinafter referred to as "Recreational Facilities," during two (2) special events taking place within the City of Madeira Beach. Those special events are the Spring King of the Beach Fishing Tournament and the Fall King of the Beach Fishing Tournament, hereinafter referred to as "Special Events;" and

WHEREAS, CITY has indicated its willingness to allow the use of the Recreational Facilities.

NOW THEREFORE, in consideration of the mutual covenants and obligations undertaken by the parties as contained herein, and for other good and valuable consideration, the parties mutually agree as follows:

1. The above recitals are true and correct and are incorporated herein by reference.
2. OLD SALT will complete the Special Event Application (Large Event Application – More Than 1,000 Attendees) for both of the Special Events not less than sixty (60) days nor more than 365 days before the date of each Special Event, each year, in accordance with City Ordinance.
3. OLD SALT must operate within the parameters of the Special Event Application and Special Event Addendum provided to them by the CITY.
4. OLD SALT agrees that if it fails to comply with the Special Event Application and the Special Event Addendum, it will result in termination of this Agreement and all fees previously waived by the CITY will be required to be remitted to the CITY within forty-five (45) days of termination of this Agreement.
5. The parties agree that the CITY will be the exclusive headlining (top-billing) host sponsor for each Special Event. In return the CITY will waive the special event fees for the use of the CITY's Recreational Facilities. The parties acknowledge that sponsorship of the Special Events by the CITY does not imply partnership in any of the events. Therefore, the CITY is not in a joint venturer with OLD SALT in the Special Events.
6. OLD SALT agrees to provide the CITY with the right to the full use of any and all video production materials, images, publications and other marketing collateral intending to be utilized before and after the either Special Event,

- including pre-event and post-event marketing, created for or as a result of either Special Event.
7. OLD SALT agrees to provide cross-promotional branding whereby the CITY will be recognized as part of award presentations and photo opportunities. Additionally, the CITY will recognize Field #3 as the host site of the event with year-round branding opportunity on the field backstop.
 8. CITY hereby waives any fees for the use of the CITY's Recreational Facilities; however, OLD SALT shall pay for any hourly wages for CITY staff incurred by the CITY for any staff required to attend either Special Event, including recovery of expenditures for CITY staff required to work this event at the CITY staff person's billable hourly wage and benefits rate. CITY staff who personally volunteer for the event during off-duty hours will not be included in the CITY staff hours. CITY only agrees to the waiver of recreational fees as related to the Special Events. Fees for any other events on City Property will not be waived. Fees pertaining to other departments and their activities involved in either of the Special Events shall not be waived (Fire/EMT and Sanitation).
 9. The term of this Agreement shall be for a term of ten (10) years commencing on the date of the execution of the Agreement by both parties.
 10. This Agreement may be terminated by either party, without cause, with ninety (90) days prior written notice.
 11. This Agreement may not be assigned by either party without prior written consent of the other party.

12. OLD SALT agrees that it will comply with all laws, codes, ordinances and any other requirements of governmental agencies as they relate to OLD SALT's use of the Recreational Facilities during the term of this Agreement.
13. Failure of CITY to insist in any one or more instances upon performance of any of the terms or conditions of this Agreement or to exercise any right or privilege contained in this Agreement, or the waiver of any breach of the terms and conditions of this Agreement, shall not be considered as thereafter waiving any such terms, conditions, rights or privileges, and the same shall continue and remain in force and effect as if no waiver occurred.
14. It is the intention of the parties that this Agreement is in compliance with all relevant city codes, state and federal statutes, regulations and governmental agency guidelines governing the relationship between the parties at the time of the execution of this Agreement. If any provision of this Agreement is subsequently rendered invalid or unenforceable by any local, state or federal statute or regulation, or declared null and void by any court of competent jurisdiction, the remaining provisions of this Agreement will remain in full force and effect.
15. This Agreement is intended solely for the benefit of the parties hereto and shall not, directly or by implication, create any rights in or duties to any third parties of any nature whatsoever.
16. This Agreement shall be binding upon the parties hereto and shall inure to the benefit of OLD SALT and the CITY.
17. Notices, requests, demands and any other communications which are required or submitted under this Agreement shall be in writing and shall be deemed to

have been duly given and delivered personally, or when mailed, registered or certified first class postage prepaid in the U.S. Mail, set forth below:

If to the CITY:

Robin Gomez, City Manager
City of Madeira Beach
300 Municipal Drive
Madeira Beach, FL 33708-1916

If to OLD SALT:

Amy E. Verdensky, Registered Agent
Old Salt Fishing Foundation, Inc.
4685 95th Street North
St. Petersburg, FL 33708

With a copy to:

Thomas J. Trask, Esq.
Trask Daigneault, LLP
1001 S. Ft. Harrison Avenue
Suite 201
Clearwater, FL 33756

18. The fact that one of the parties may have drafted or structured any provision of this Agreement should not be considered in construing that particular provision or document either in favor or against such party.
19. This Agreement, along with the Special Event Application and Special Event Addendum, supersedes all prior negotiations, oral or written agreements, here before made relating to the subject matter hereof, and this Agreement, the Special Event Application and Special Event Addendum constitutes the entire agreement of the parties relating to the subject matter hereof.
20. This Agreement may not be altered or amended except by a writing signed by the parties hereto.
21. All documents created pursuant to this Agreement are public records and the parties hereto agree to abide the Florida Law governing public records with regard to this Agreement.

22. Each party to this Agreement represents and warrants to the other party that all appropriate authority exists, or as the duly authorized persons executing this Agreement, to so execute the same and fully bind the party on whose behalf they are executing this Agreement.
23. In the event that there is any litigation between the parties arising from this Agreement, such litigation shall be brought exclusively in Pinellas County, Florida. In the event of such litigation, the prevailing party shall be entitled to payment of its attorneys' fees and costs at trial and appellate levels.
24. In consideration of the CITY authorizing the use of the CITY's Recreational Facilities for the Special Events, OLD SALT does hereby agree to release, defend, indemnify and hold the CITY, the Board of Commissioners, Charter officials and employees harmless from and against all claims, damages, losses and expenses, including, but not limited to, reasonable attorney's fees and incidental defense costs arising out of or resulting from OLD SALT's use of the CITY's Recreational Facilities. This indemnification obligation shall not be subject to any limitation as to the amount or type of recovery sought, or on the amount or type of insurance coverage secured by OLD SALT. Further, OLD SALT shall require all of their insurance carriers, with respect to all insurance policies to which they are a party, to waive all rights of subrogation against the CITY.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement as of the day and years first written above.

CITY OF MADEIRA BEACH
a Florida municipal corporation

ATTEST:

Clara VanBlargan, City Clerk

By: _____
John Hendricks, Mayor

APPROVED AS TO FORM:

Thomas J. Trask, B.C.S., City Attorney

OLD SALT FISHING FOUNDATION, INC.
a Florida not-for-profit corporation

By: _____
Thomas Verdensky, President

Date: February 28, 2023
To: Hon. Mayor and Board of Commissioners
Through: Robin Gomez, City Manager
From: Jay Hatch, Recreation Director
Subject: Award of RFP #23-01 - Annual Fireworks Displays

Background

On February 1, 2023, the City of Madeira Beach released a Request for Proposals for Annual Fireworks Displays. Within the RFP, 4 dates were requested to provide with fireworks display quotes: March 17th, May 6th, July 3rd, and November 11th. Four proposals were received and are included for additional review.

Staff and the Board of Commissioners discussed the attached summation of proposals at the February 22nd Workshop Meeting and came to the consensus to bring forward the Master Pyro LLC RFP for approval at the next available Board of Commissioners Meeting.

Fiscal Impact

Per the RFP provided by Master Pyro LLC, the total price for the displays would be \$35,000.

Recommendation

Based on evaluation of the provided proposals and discussion with the Board of Commissioners, it is recommended that the City move forward with the proposal provided by Master Pyro LLC.

Attachment(s):

- Fireworks Comparison – RFP
- RFP #23-01 - Re Request for Proposal for Annual Fireworks Displays
- RFP 23-01 - Explosive Touch
- RFP #23-01 Starfire Corporation Madeira Bch FWs
- RFP 23-01 - MTS

	Master Pyro Display LLC	Explosive Touch	Starfire Coporation
<u>Date</u>			
<u>July 3rd</u>	<i>200 Rex Place Location</i>	<i>200 Rex Place Location</i>	<i>200 Rex Place Location</i>
	\$20,000		\$22,000
	6050 Shots		4900
	18-20 Minutes		
	<i>Fundamental School</i>	<i>Fundamental School</i>	<i>Fundamental School</i>
	\$20,000	\$21,000	\$22,000
	2584 Shots	1835 Shots	5200 Shells
	18-20 Minutes	18-20 Minutes	
<u>March 17th</u>	<i>200 Rex Place Location</i>	<i>200 Rex Place Location</i>	<i>200 Rex Place Location</i>
	\$5,000	\$5,000	\$6,000
	1680 Shots	1100 Shots	1580
	6-8 minutes	8-10 minutes	
<u>May 6th</u>	<i>200 Rex Place Location</i>	<i>200 Rex Place Location</i>	<i>200 Rex Place Location</i>
	\$5,000	\$7,000	\$6,000
	1680 Shots	1500 Shots	1580
	6-8 minutes	8-10 minutes	
<u>Nov 11th</u>	<i>200 Rex Place Location</i>	<i>200 Rex Place Location</i>	<i>200 Rex Place Location</i>
	\$5,000	\$7,000	\$6,000
	1680 Shots	1500 Shots	1580
	6-8 minutes	8-10 minutes	
<u>Total Cost</u>	\$35,000	\$40,000	\$40,000

My Three Sons
<i>200 Rex Place Location</i>
\$23,000
<i>Fundamental School</i>
\$23,000
<i>200 Rex Place Location</i>
\$5,000
<i>200 Rex Place Location</i>
\$6,000
<i>200 Rex Place Location</i>
\$6,000
\$40,000

MASTER PYRO  DISPLAY

WE PAINT THE SKY FOR YOU



PROFESSIONAL FIREWORKS DISPLAYS POWERED BY



COBRA
Wireless Firing Systems

Request For Proposal

THE CITY OF MADEIRA BEACH, FL

MASTER PYRO DISPLAY LLC
PROFESSIONAL FIREWORKS DISPLAYS AND PYROMUSICALS
Federally Licensed Certified and Fully Insured

THE CITY OF MADEIRA BEACH, FLORIDA

JULY 3, 2023 at 200 REX PL

DISPLAY SYNOPSIS

COST OF SHOW \$20000

OPENING BARRAGE

100—2.5” SHELLS

100-- 1”-1.75” 1.4G pro shells

6-- 15/30mm 100 shots repeaters

300 special effects shots in mixed repeaters

TOTAL of 1100 shots DURATION 1-1.5MIN

MAIN BODY AERIAL DISPLAY

250-- 1”-1.75” 1.4G pro shells

150—2.5” SHELLS

12-- 15/30mm 100 shots repeaters

1500 special effects shots in mixed repeaters

TOTAL of 3100 shots DURATION 15-17 MIN

GRAND FINALE

100—2.5” SHELLS

100-- 1”-1.75” 1.4G pro shells

10-- 15/30mm 100 shots repeaters

500 special effects shots in mixed repeaters

100—1.75”loud salutes shells

50 – 1.5” waterfall special shells for event closing

TOTAL of 1850 shots DURATION 2 MIN

GRAND TOTAL SHOTS COUNT :5700

ESTIMATED SHOW DURATION:18-20 MIN

ALL ITEMS USED WILL BE CATEGORY 1.4G PROFESSIONAL

A grand total of 6050 shots will be used for an estimated show duration of 18-20 minutes

THE CITY OF MADEIRA BEACH, FLORIDA
JULY 3, 2023 at 591 TOM STUART CAUSEWAY

DISPLAY SYNOPSIS

COST OF SHOW \$20000

OPENING BARRAGE

100—2.5”shells
10 – 3” Shells assorted colors chained
10 – 3” Shells salute report
30 – 4” Shells assorted colors
10– 5” Shell fancy effect
2– Multi color and effects professional repeaters 100 shots each

TOTAL of 360 shells DURATION 1-1.5 MIN

MAIN BODY AERIAL DISPLAY

300 – 3” Shells assorted colors and effects
140 --4”Shells assorted colors and effects
110 --5”Shells assorted colors and effects
20 – 13 shots Fan slices
2-- 19 shoots rainbow fanned slices
2 – 300 shots professional repeaters
15 – prolevel comets assorted colors
15 – prolevel mines assorted colors

TOTAL of 1478 shells DURATION 16 MIN

GRAND FINALE

240 – 2.5” Finale color and report
120 – 3” Finale color and report
2 – 4” Shells assorted
2 –5” Super Brocade shells
2 – 49 salute repeaters
3 – 100 shots finale repeaters with report
20 – 4” waterfall special shells for event closing

TOTAL of 782 shells DURATION 1-1.5 MIN

**A GRAND TOTAL OF 2584 SHELLS WILL BE USED FOR AND
ESTIMATED SHOW DURATION OF 18-20 MIN**

THE CITY OF MADEIRA BEACH, FLORIDA

March 17th, May 6th, November 11th, 2023 at 200 REX PL

DISPLAY SYNOPSIS

COST OF SHOW \$5000

OPENING BARRAGE

30—2.5” SHELLS

40-- 1”-1.75” 1.4G pro shells

2-- 15/30mm 100 shots repeaters

100 special effects shots in mixed repeaters

TOTAL of 370 shots DURATION 1 MIN

MAIN BODY AERIAL DISPLAY

60-- 1”-1.75” 1.4G pro shells

40—2.5” SHELLS

4-- 15/30mm 100 shots repeaters

400 special effects shots in mixed repeaters

TOTAL of 800 shots DURATION 6-8 MIN

GRAND FINALE

30—2.5” SHELLS

40-- 1”-1.75” 1.4G pro shells

3-- 15/30mm 100 shots repeaters

100 special effects shots in mixed repeaters

30—1.75”loud salutes shells

10– 1.5” waterfall special shells for event closing

TOTAL of 510 shots DURATION 1 MIN

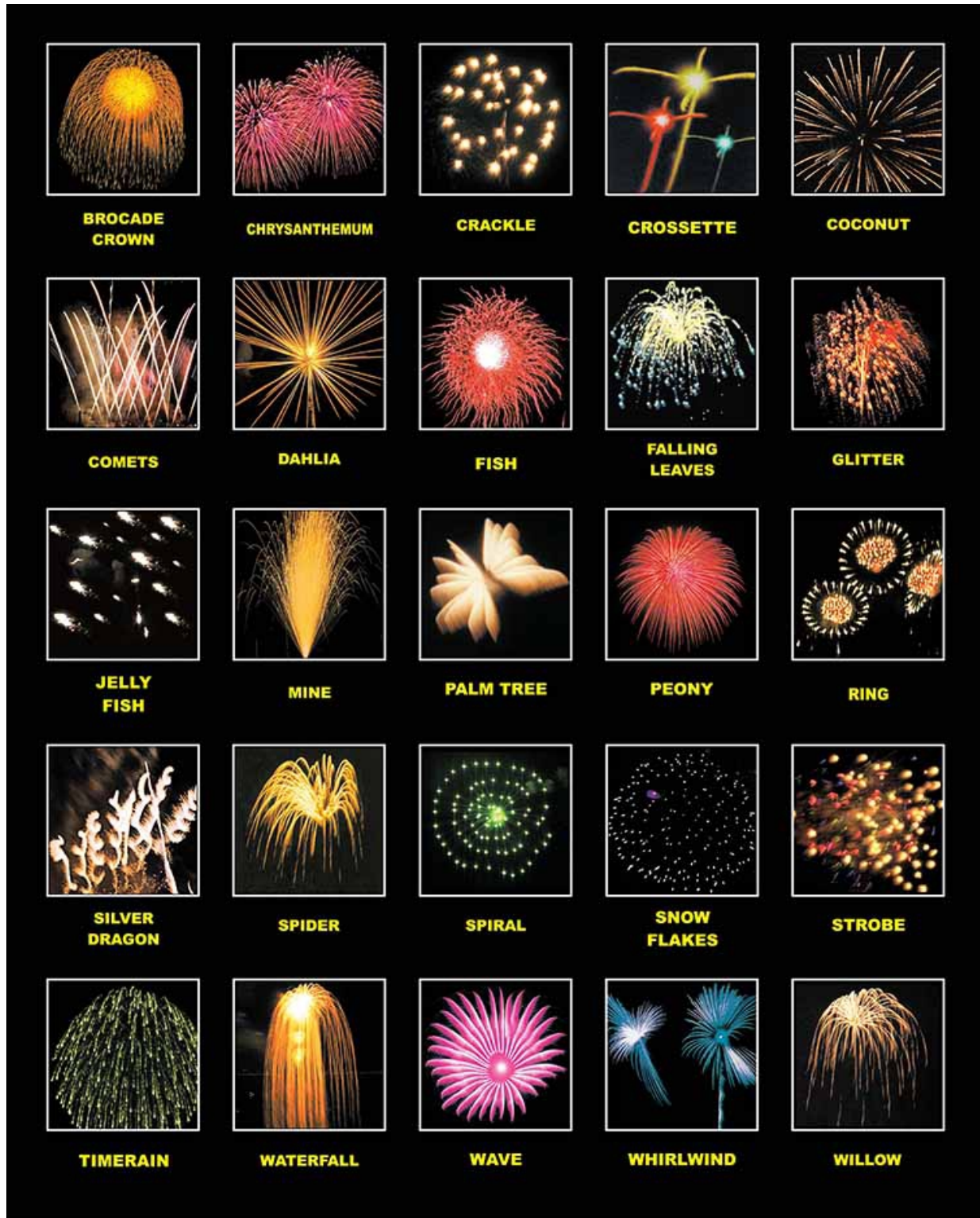
GRAND TOTAL SHOTS COUNT :1680

ESTIMATED SHOW DURATION:6-8 MIN

**ALL ITEMS USED WILL BE CATEGORY 1.4G PROFESSIONAL FOR
ITEMS UNDER 2” SIZES**

TOTAL FOR ALL SHOWS IS \$35000 (Price is guaranteed for 3 years)

Only high quality imported product will be used during this display. This is an example of the patterns we will be using at your show.



Display will be designed in a layered effect format, the medium and high level effect will cover more of the sky from the audience perspective.

SHOW IS DESIGNED WITH STATE OF THE ART FINALE 3D SOFTWARE AND WILL BE REMOTLY FIRED WITH OUR PROFESSIONAL WIRELESS COBRA FIRING SYSTEM

Pyromusical scripting will be offered at no cost to the costumer only if the desired music file is provided by the City of MADEIRA BEACH to Master Pyro Display LLC at least 30 days before the show date, or if Master Pyro Display LLC is allowed to choose and use music tracks at its will.

Please be advise that converting the show to pyromusical may modify the display lenght in about +/- 1 mins, but shells count remain the same. MASTER PYRO DISPLAY LLC might provide sound system depending on availability, As of today PA system can be provided March 17th, May 6th and November 11th

MASTER PYRO DISPLAY LLC WILL PROVIDE

All shipping costs for fireworks, equipment, and tools. Including removal of any unused pyrotechnics.

Premiere show design with FINALE 3D

All product (fireworks/ pyrotechnic products)

All materials/ equipment

All required rental equipment and consumable materials

All safety/ PPE as required under NFPA 1123

N.F.P.A. approved mortars/ racks

Cobra digital wireless firing equipment

All required insurance

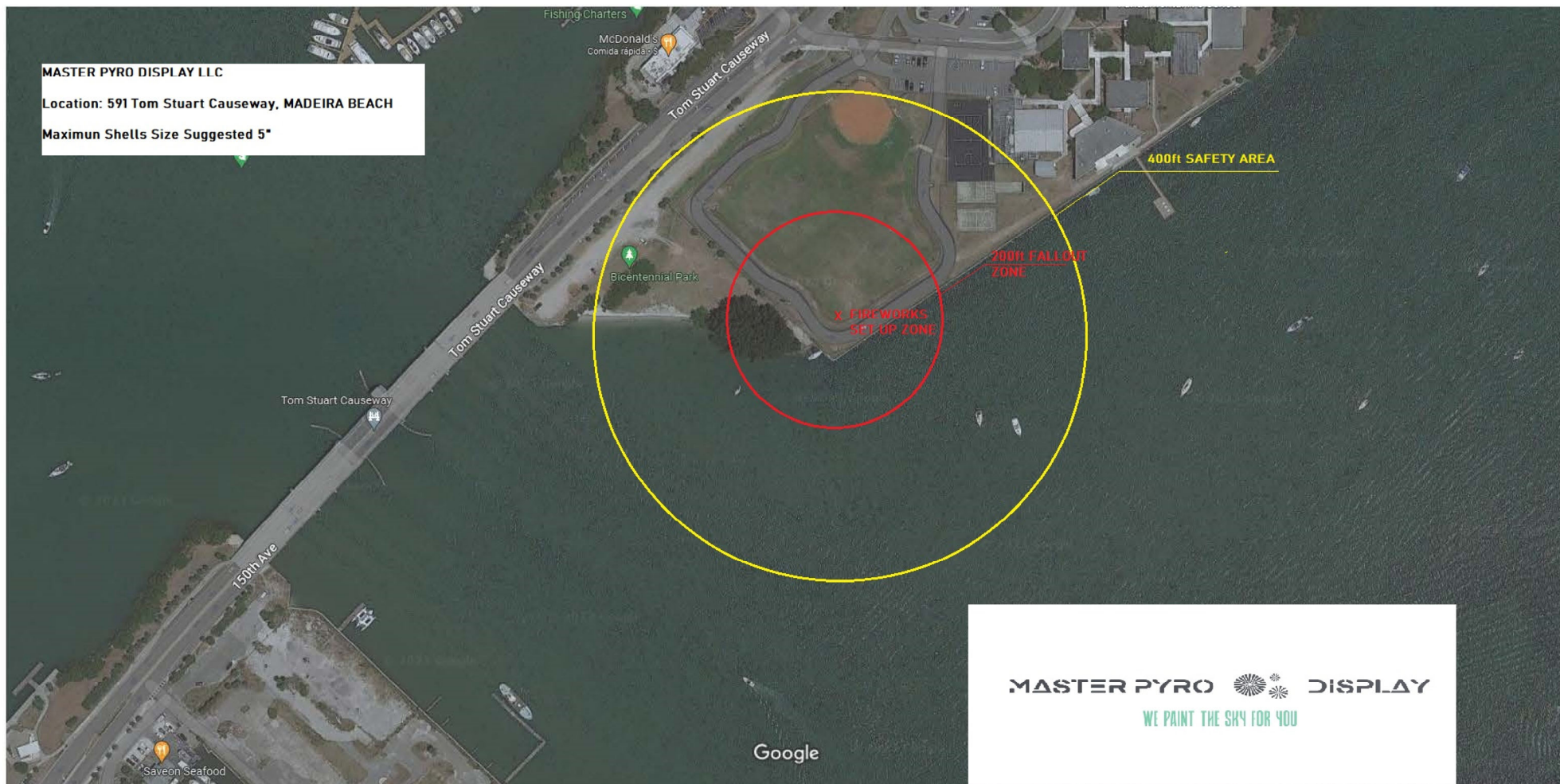
Off site storage and daily delivery and removal of ALL explosive materials.

No explosive materials will be stored on city property.

After show clean up



Imágenes © 2023 Maxar Technologies, U.S. Geological Survey, Datos del mapa © 2023 100 pies



MASTER PYRO  DISPLAY
WE PAINT THE SKY FOR YOU

Imágenes © 2023 Maxar Technologies, U.S. Geological Survey, Datos del mapa © 2023 100 pies



U.S. Department of Justice
Bureau of Alcohol, Tobacco, Firearms and Explosives
Federal Explosives Licensing Center
244 Needy Road
Martinsburg, West Virginia 25405

Item 11B.

901090: MH/FLS
5400
File Number: **1FL01283**

03/31/2022

SUBJECT: **RESPONSIBLE PERSON LETTER OF CLEARANCE** for:

BRIIAN ACOSTA

MGR
(904)566-8762

3332 VICTORIA PARK RD
JACKSONVILLE, FL 32216

and is ONLY valid under the following Federal explosives license/permit:

1-FL-031-54-5D-01283

MASTER PYRO DISPLAY LLC
5310 PHILIPS HWY
JACKSONVILLE, FL 32207

Dear BRIIAN ACOSTA:

You have been approved as a responsible person under the above-listed Federal explosive license or permit. You may lawfully direct the management or policies of the business or operations as they pertain to explosives. You may also lawfully transport, ship, receive or possess explosive materials incident to your duties as a responsible person. **This clearance is only valid under the license or permit referenced above.**

Sincerely,

Marna Howard
Chief, Federal Explosives Licensing Center (FELC)

FELC Customer Service. If you believe that information on your "Letter of Clearance" is incorrect, please return a COPY of the letter to the Chief, Federal Explosives Licensing Center (FELC), with a statement showing the nature of the error. The Chief, FELC, shall correct the error, and return an amended letter to you.

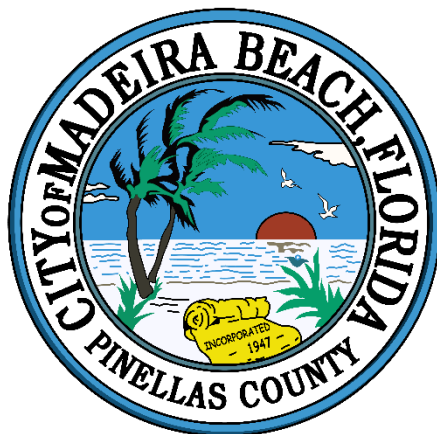
Mail: ATF
Chief, FELC
Attn.: LOC Correction
244 Needy Road
Martinsburg, West Virginia 25405

Fax: 1-304-616-4401
Chief, FELC
Attn.: LOC Correction

Call toll-free: 1-877-283-3352

WWW.ATF.GOV

1FL01283-R-03/31/2022-ACOSTA-BRIIAN-MGR



Request for Proposal #23-01

Annual Fireworks Displays

Proposals due by February 17th, 2023

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

CONTACT:

Jay Hatch, Recreation Director

Phone: (727)392-0665

Email: jhatch@madeirabeachfl.gov

REQUEST FOR PROPOSAL

Notice is hereby given that the City of Madeira Beach will be accepting proposals for Annual Fireworks Displays for the following dates:

March 17th, 2023
May 6th, 2023
July 3rd, 2023
November 11th, 2023

Proposals clearly labeled Request for Proposal for Annual Fireworks Displays will be received until 10:00 AM on February 17th.

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

INTRODUCTION

The City of Madeira Beach is requesting proposals from qualified and professional fireworks production companies for the purposes of providing fireworks displays on numerous dates throughout the year.

Selected contract shall be effective immediately upon approval for the 2023 display dates with the option for two (2), one (1) year renewals.

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

The proposal must be submitted via mail or email no later than 10:00am on February 17th, 2023, contact below:

City of Madeira Beach
Attn: Jay Hatch
Re: Request for Proposal for Annual Fireworks Displays
300 Municipal Drive
Madeira Beach, FL 33708

or jhatch@madeirabeachfl.gov

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

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

PART A

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

SUBMISSION: Proposals must be received on or before the Due Date and Time (local time) at the City Hall Lobby reception desk located at 300 Municipal Dr., Madeira Beach, Florida, 33708 or via email to jhatch@madeirabeachfl.gov. Proposals must be clearly marked “RFP #23-01 - Re: Request for Proposal for Annual Fireworks Displays”.

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

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

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

ACTIVITY	DATE
Advertisement for Proposal & RFP Issued	February 1, 2023
RFP Submittal Date	February 17, 2023 by 10:00am
Commission Approval	TBD*
Notify Bidder	TBD*

*Tentative and subject to change

MEETING LOCATIONS:

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

QUESTIONS: Each Proposer must examine this proposal, which incorporates all its addenda, instructions, special conditions, and attachments to determine if the requirements are clearly stated. All questions concerning this proposal, such as discrepancies, omissions and exceptions to any term or condition of the REQUEST FOR PROPOSAL documents, including the Sample Agreement, should be submitted in writing. Questions of a material nature must be received prior to the Deadline for Delivery of Questions specified in the schedule.

PART B:**SCOPE OF SERVICES:**

The City of Madeira Beach is requesting proposals from qualified and professional fireworks production companies for the purposes of providing a Fireworks display for the following dates:

March 17th, 2023
May 6th, 2023
July 3rd, 2023
November 11th, 2023

The display shall be fired electronically and the supply, delivery, set-up, firing, breakdown and disposal shall not exceed the budget of \$40,000.

Selected proposal shall be effective immediately upon approval and signature of contract for the 2023 display date with the option for two (2), one (1) year renewals.

Proposers are requested to provide proposals offering the City maximum variety in color, shell size, length and over all effect to **maximize value within the budget**. Length and variety of fireworks display will be considered on the Proposed Cost Schedule.

Indemnification: Due to the inherent dangers in major fireworks displays, the winning Proposer must, and by accepting the work agrees to, indemnify and hold harmless the City, its officers, and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Proposer and persons employed or utilized by the Proposer in the performance of the contract.

Such Proposer indemnification shall not be limited to the amount of comprehensive general liability insurance which it otherwise carries for the event. Nothing contained herein is intended nor shall it be construed to waive the City's rights and immunities under the common law or Florida Statutes § 768.28, as amended. This obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party described in this section.

Proposer shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever, excluding only those in which the damages arose out of the sole negligence of the City or a third party, in connection with the foregoing indemnifications, including, but not limited to, reasonable attorney's fees and costs to defend all claims or suits in the name of the City when applicable.

A. GENERAL INFORMATION

Date/Time	Budget	Length	Fallout Radius	Location
3/17/23 – 9:45PM	\$5,000 - \$6,000	8-10 min	200ft	200 Rex Place
5/6/23 – 9:00PM	\$6,000 - \$8,000	8-10 min	200ft	200 Rex Place
7/3/23 – 9:00PM	\$20,000 - \$25,000	18-20 min	200ft or 420ft	200 Rex Pl or 591 Tom Stuart Causeway
11/11 – 7:30PM	\$6,000 - \$8,000	8-10 min	200ft	200 Rex Place

Note: 7/3/23 display may be proposed from EITHER location, 200 Rex Provides a 200ft fallout and the 591 Tom Stuart Causeway provides for a 420ft fallout.

B. SHELLS

- Proposer must offer a variety of shell types. Shells must have different functions, patterns of break, colors, and sizes. Proposer must provide a list of types of shells offered with the proposal.
- Proposer shall deliver all required equipment, mortar tubes, racks, shells ,etc. to the launch size. The display must be electronically fired.
- The City of Madeira Beach Fire Chief and/or Fire Marshal reserves the right to inspect and count the shells and compare the actual inventory at the site to the material list submitted as part of the final accepted bid proposal.
- Proposer shall be responsible for sufficient electrical cables to ensure fireworks will be set up in the safest manner possible. A shooter's box shall be utilized and proposer shall provide licensed pyrotechnician and assistants with the required protective gear as per NFPA 1123.

C. INCLEMENT WEATHER

- Display will be fired in all weather conditions. The exception may be torrential rain, severe lightning, and sustained winds of 15MPH or greater. If a barge is being utilized and significant weather or rough water hazards exist, the City and Proposer may mutually agree to delay or cancel the display.
- If the display is cancelled due to inclement weather, the City will either:
 - Reschedule the display for the following evening.
 - Not reschedule the display.

D. CANCELLATION/POSTPONEMENT POLICY

- Proposer shall identify all payment requirements the proposer expects the City to pay in the event the Proposer has delivered and set up the display and: (1) The display is cancelled and is not rescheduled (fireworks are not utilized); or (2) the display is postponed until the following evening.

E. CLEAN UP

- The proposer shall be responsible for all set up, tear down, and clean up. The firing location and the staging areas must be restored to their original condition following the display. The proposer must sweep the launch site and locate, identify, and remove any unexploded shells.

F. SAFETY STANDARDS

- a. All fireworks shall be performed according to the National Fire Protection Association Code for the Outdoor Display of Fireworks, NFPA Standard 1123.
 - i. Proposer must perform all work in strict accordance with all applicable Federal, State, and Local laws and regulations.
 - ii. With prior arrangements, the City will provide overnight security, if needed, for fireworks the night before the display and the additional night if the display is postponed for the following evening.

G. LICENSES AND INSURANCE

- a. Valid Federal Explosives License issued by the BATFE – Mandatory
- b. Proposer is responsible for all permits and licenses as required by Federal, State, and Local Authorities
- c. Proposer must provide copies of all permits and licenses to the City of Madeira Beach Fire Chief, Fire Marshal, or designee at least two weeks prior to ANY display.
- d. Liability Insurance in the amount of \$1,000,000 for single occurrence, \$2,000,000 aggregate. City of Madeira Beach and the Pinellas County School Board shall be listed as additional insured under the certificate of insurance.

H. AGENCY NOTIFICATIONS

- a. Proposer will notify all agencies of fireworks display as necessary, i.e. Coast Guard, FAA, etc.
- b. The City of Madeira Beach will coordinate with Pinellas County Sheriff's Office and the Madeira Beach Fire Department to ensure proper safety clearance of fall out zone.

PART C:

PROPOSAL RESPONSE REQUIREMENTS

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

Company Name: MASTER PYRO DISPLAY LLC

Address: 5310 PHILIPS HWY JACKSONVILLE FL 32207

Phone #: 844-927-2412

Email Address: MASTERPYROLLC@GMAIL.COM

Name of Authorized Representative: BRIIAN ACOSTA

2. Please attach a proposed quote for each of the following dates:

March 17th, 2023, May 6th, 2023, July 3rd, 2023, November 11th, 2023

Quote should be provided in the format typically utilized by the proposing company.

3. Total Cost: \$35000.00

4. Include a link to any videos or demonstrations of previous work <https://www.youtube.com/watch?v=JoEMbwPce94&t=542s>

5. References

(A) Name of Entity: CITY OF PORT ST JOHN & Port St. John Community FoundationNature of Services Provided: Independence Day's Fireworks DisplayThunder Over the Indian River6. Contact Name: RANDY RODRIGUEZContact Phone Number: 321-863-7499(B) Name of Entity: CITY OF CRYSTAL RIVERNature of Services Provided: Independence Day's Fireworks DisplayContact Name: LESLIE BOLLINContact Phone Number: 321-212-0437(C) Name of Entity: CITY OF BUSHNELLNature of Services Provided: Fall Festival Fireworks DisplayContact Name: REBECCA MORRISONContact Phone Number: 352-874-5175Requests for Additional Information

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

Signature of Proposer's Agent



Title

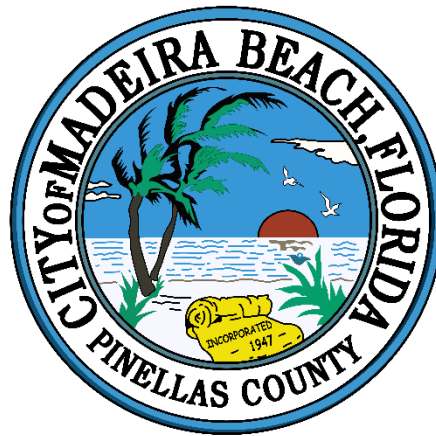
MANAGER

Printed Name

Date

BRIIAN ACOSTA

2-10-2023



Request for Proposal #23-01

Annual Fireworks Displays

Proposals due by February 17th, 2023

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

CONTACT:

Jay Hatch, Recreation Director

Phone: (727)392-0665

Email: jhatch@madeirabeachfl.gov

REQUEST FOR PROPOSAL

Notice is hereby given that the City of Madeira Beach will be accepting proposals for Annual Fireworks Displays for the following dates:

March 17th, 2023
May 6th, 2023
July 3rd, 2023
November 11th, 2023

Proposals clearly labeled Request for Proposal for Annual Fireworks Displays will be received until 10:00 AM on February 17th.

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

INTRODUCTION

The City of Madeira Beach is requesting proposals from qualified and professional fireworks production companies for the purposes of providing fireworks displays on numerous dates throughout the year.

Selected contract shall be effective immediately upon approval for the 2023 display dates with the option for two (2), one (1) year renewals.

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

The proposal must be submitted via mail or email no later than 10:00am on February 17th, 2023, contact below:

City of Madeira Beach
Attn: Jay Hatch
Re: Request for Proposal for Annual Fireworks Displays
300 Municipal Drive
Madeira Beach, FL 33708

or jhatch@madeirabeachfl.gov

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

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

PART A

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

SUBMISSION: Proposals must be received on or before the Due Date and Time (local time) at the City Hall Lobby reception desk located at 300 Municipal Dr., Madeira Beach, Florida, 33708 or via email to jhatch@madeirabeachfl.gov. Proposals must be clearly marked “RFP #23-01 - Re: Request for Proposal for Annual Fireworks Displays”.

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

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

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

ACTIVITY	DATE
Advertisement for Proposal & RFP Issued	February 1, 2023
RFP Submittal Date	February 17, 2023 by 10:00am
Commission Approval	TBD*
Notify Bidder	TBD*

*Tentative and subject to change

MEETING LOCATIONS:

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

QUESTIONS: Each Proposer must examine this proposal, which incorporates all its addenda, instructions, special conditions, and attachments to determine if the requirements are clearly stated. All questions concerning this proposal, such as discrepancies, omissions and exceptions to any term or condition of the REQUEST FOR PROPOSAL documents, including the Sample Agreement, should be submitted in writing. Questions of a material nature must be received prior to the Deadline for Delivery of Questions specified in the schedule.

PART B:**SCOPE OF SERVICES:**

The City of Madeira Beach is requesting proposals from qualified and professional fireworks production companies for the purposes of providing a Fireworks display for the following dates:

March 17th, 2023
May 6th, 2023
July 3rd, 2023
November 11th, 2023

The display shall be fired electronically and the supply, delivery, set-up, firing, breakdown and disposal shall not exceed the budget of \$40,000.

Selected proposal shall be effective immediately upon approval and signature of contract for the 2023 display date with the option for two (2), one (1) year renewals.

Proposers are requested to provide proposals offering the City maximum variety in color, shell size, length and over all effect to **maximize value within the budget**. Length and variety of fireworks display will be considered on the Proposed Cost Schedule.

Indemnification: Due to the inherent dangers in major fireworks displays, the winning Proposer must, and by accepting the work agrees to, indemnify and hold harmless the City, its officers, and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Proposer and persons employed or utilized by the Proposer in the performance of the contract.

Such Proposer indemnification shall not be limited to the amount of comprehensive general liability insurance which it otherwise carries for the event. Nothing contained herein is intended nor shall it be construed to waive the City's rights and immunities under the common law or Florida Statutes § 768.28, as amended. This obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party described in this section.

Proposer shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever, excluding only those in which the damages arose out of the sole negligence of the City or a third party, in connection with the foregoing indemnifications, including, but not limited to, reasonable attorney's fees and costs to defend all claims or suits in the name of the City when applicable.

A. GENERAL INFORMATION

Date/Time	Budget	Length	Fallout Radius	Location
3/17/23 – 9:45PM	\$5,000 - \$6,000	8-10 min	200ft	200 Rex Place
5/6/23 – 9:00PM	\$6,000 - \$8,000	8-10 min	200ft	200 Rex Place
7/3/23 – 9:00PM	\$20,000 - \$25,000	18-20 min	200ft or 420ft	200 Rex Pl or 591 Tom Stuart Causeway
11/11 – 7:30PM	\$6,000 - \$8,000	8-10 min	200ft	200 Rex Place

Note: 7/3/23 display may be proposed from EITHER location, 200 Rex Provides a 200ft fallout and the 591 Tom Stuart Causeway provides for a 420ft fallout.

B. SHELLS

- Proposer must offer a variety of shell types. Shells must have different functions, patterns of break, colors, and sizes. Proposer must provide a list of types of shells offered with the proposal.
- Proposer shall deliver all required equipment, mortar tubes, racks, shells ,etc. to the launch size. The display must be electronically fired.
- The City of Madeira Beach Fire Chief and/or Fire Marshal reserves the right to inspect and count the shells and compare the actual inventory at the site to the material list submitted as part of the final accepted bid proposal.
- Proposer shall be responsible for sufficient electrical cables to ensure fireworks will be set up in the safest manner possible. A shooter's box shall be utilized and proposer shall provide licensed pyrotechnician and assistants with the required protective gear as per NFPA 1123.

C. INCLEMENT WEATHER

- Display will be fired in all weather conditions. The exception may be torrential rain, severe lightning, and sustained winds of 15MPH or greater. If a barge is being utilized and significant weather or rough water hazards exist, the City and Proposer may mutually agree to delay or cancel the display.
- If the display is cancelled due to inclement weather, the City will either:
 - Reschedule the display for the following evening.
 - Not reschedule the display.

D. CANCELLATION/POSTPONEMENT POLICY

- Proposer shall identify all payment requirements the proposer expects the City to pay in the event the Proposer has delivered and set up the display and: (1) The display is cancelled and is not rescheduled (fireworks are not utilized); or (2) the display is postponed until the following evening.

E. CLEAN UP

- The proposer shall be responsible for all set up, tear down, and clean up. The firing location and the staging areas must be restored to their original condition following the display. The proposer must sweep the launch site and locate, identify, and remove any unexploded shells.

F. SAFETY STANDARDS

- a. All fireworks shall be performed according to the National Fire Protection Association Code for the Outdoor Display of Fireworks, NFPA Standard 1123.
 - i. Proposer must perform all work in strict accordance with all applicable Federal, State, and Local laws and regulations.
 - ii. With prior arrangements, the City will provide overnight security, if needed, for fireworks the night before the display and the additional night if the display is postponed for the following evening.

G. LICENSES AND INSURANCE

- a. Valid Federal Explosives License issued by the BATFE – Mandatory
- b. Proposer is responsible for all permits and licenses as required by Federal, State, and Local Authorities
- c. Proposer must provide copies of all permits and licenses to the City of Madeira Beach Fire Chief, Fire Marshal, or designee at least two weeks prior to ANY display.
- d. Liability Insurance in the amount of \$1,000,000 for single occurrence, \$2,000,000 aggregate. City of Madeira Beach and the Pinellas County School Board shall be listed as additional insured under the certificate of insurance.

H. AGENCY NOTIFICATIONS

- a. Proposer will notify all agencies of fireworks display as necessary, i.e. Coast Guard, FAA, etc.
- b. The City of Madeira Beach will coordinate with Pinellas County Sheriff's Office and the Madeira Beach Fire Department to ensure proper safety clearance of fall out zone.

PART C:

PROPOSAL RESPONSE REQUIREMENTS

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

Company Name: Explosive Touch Enterprises, LLC.

Address: 4260 Amelia Plantation Court Vero Beach, FL 32967

Phone #: 1-800-590-7929

Email Address: info@explosivetouch.com

Name of Authorized Representative: EJ Weppel IV- Owner/President

2. Please attach a proposed quote for each of the following dates:

March 17th, 2023, May 6th, 2023, July 3rd, 2023, November 11th, 2023

Quote should be provided in the format typically utilized by the proposing company.

3. Total Cost: \$40,000.00

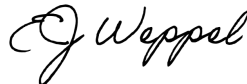
4. Include a link to any videos or demonstrations of previous work <https://youtu.be/mzmzK4O8fZM>
(more available on request)

5. References

(A) Name of Entity: City of Mount DoraNature of Services Provided: July 3rd Annual Fireworks Display6. Contact Name: Chris Carson- Special Events DirectorContact Phone Number: 352-455-3171(B) Name of Entity: Viera Community InstituteNature of Services Provided: July 4th Annual Fireworks Display & Annual Christmas Fireworks DisplayContact Name: Laurie Widzgowski- Marketing & Events CoordinatorContact Phone Number: 321-242-1200 ext. 4554(C) Name of Entity: City of Port OrangeNature of Services Provided: July 4th Annual Fireworks DisplayContact Name: Teresa Wiggins- Special Events DirectorContact Phone Number: 386-506-5868Requests for Additional Information

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

Signature of Proposer's Agent



Title President/Owner

Printed Name EJ Weppel IV

Date 2/16/2023

In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555), you may engage in the activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. **THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 555.53.** See "WARNINGS" and "NOTICES" on reverse.

Direct ATF ATF - Chief, FELC
Correspondence To 244 Needy Road
 Martinsburg, WV 25405-9431

License/Permit
Number

1-FL-061-20-5F-01296

Chief, Federal Explosives Licensing Center (FELC)

Expiration
Date

June 1, 2025

Name
EXPLOSIVE TOUCH ENTERPRISES LLC

Premises Address (Changes? Notify the FELC at least 10 days before the move.)

**4260 AMELIA PLANTATION COURT
VERO BEACH, FL 32967-**

Type of License or Permit

20-MANUFACTURER OF EXPLOSIVES

Purchasing Certification Statement

The licensee or permittee named above shall use a copy of this license or permit to assist a transferor of explosives to verify the identity and the licensed status of the licensee or permittee as provided by 27 CFR Part 555. The signature on each copy must be an original signature. A faxed, scanned or e-mailed copy of the license or permit with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Explosives Licensee (FEL) or a responsible person of the FEL. I certify that this is a true copy of a license or permit issued to the licensee or permittee named above to engage in the business or operations specified above under "Type of License or Permit."

Mailing Address (Changes? Notify the FELC of any changes.)

**EXPLOSIVE TOUCH ENTERPRISES LLC
4260 AMELIA PLANTATION COURT
VERO BEACH, FL 32967-**

Licensee/Permittee Responsible Person Signature

Position/Title

Printed Name

Date

Previous Edition is Obsolete

EXPLOSIVE TOUCH ENTERPRISES LLC 4260 AMELIA PLANTATION COURT 32967-1 FL-061-20-5F-01296 June 1, 2025 20-MANUFACTURER OF EXPLOSIVES

ATF Form 5400.14/5400.15 Part I
Revised September 2011

Federal Explosives License (FEL) Customer Service Information

Federal Explosives Licensing Center (FELC)
244 Needy Road
Martinsburg, WV 25405-9431

Toll-free Telephone Number: (877) 283-3352
Fax Number: (304) 616-4401
E-mail: FELC@atf.gov

ATF Homepage: www.atf.gov

Change of Address (27 CFR 555.54(a)(1)). Licensees or permittees may during the term of their current license or permit remove their business or operations to a new location at which they intend regularly to carry on such business or operations. The licensee or permittee is required to give notification of the new location of the business or operations not less than 10 days prior to such removal with the Chief, Federal Explosives Licensing Center. The license or permit will be valid for the remainder of the term of the original license or permit. **(The Chief, FELC, shall, if the licensee or permittee is not qualified, refer the request for amended license or permit to the Director of Industry Operations for denial in accordance with § 555.54.)**

Right of Succession (27 CFR 555.59). (a) Certain persons other than the licensee or permittee may secure the right to carry on the same explosive materials business or operations at the same address shown on, and for the remainder of the term of, a current license or permit. Such persons are: (1) The surviving spouse or child, or executor, administrator, or other legal representative of a deceased licensee or permittee; and (2) A receiver or trustee in bankruptcy, or an assignee for benefit of creditors. (b) In order to secure the right provided by this section, the person or persons continuing the business or operations shall furnish the license or permit for that business or operations for endorsement of such succession to the Chief, FELC, within 30 days from the date on which the successor begins to carry on the business or operations.

(Continued on reverse side)

Cut Here ✂

Federal Explosives License/Permit (FEL) Information Card

License/Permit Name: **EXPLOSIVE TOUCH ENTERPRISES LLC**

Business Name:

License/Permit Number: **1-FL-061-20-5F-01296**

License/Permit Type: **20-MANUFACTURER OF EXPLOSIVES**

Expiration: **June 1, 2025**

Please Note: Not Valid for the Sale or Other Disposition of Explosives.



A Spectacular Division of...

EXPLOSIVE
TOUCH ENTERPRISES

WE CREATE BLASTING IMPRESSIONS!

City of Madeira Beach

March 17th, 2023

Fireworks Display

\$5,000.00 Total Cost

About Angry Unicorn Displays:

Angry Unicorn Displays was established in 2018 and is a sister company of Explosive Touch Enterprises. It is branded to coincide with ETE's Import Company Angry Unicorn Imports and evolved from the experience of a decade old fireworks company that originated in the Theme Park Entertainment Capital of the World, Orlando, FL.

Angry Unicorn Displays will be your direct source of fireworks and special effect entertainment especially with our sister company Angry Unicorn Imports supplying all of our High Quality Fireworks.

We have experience with all types of events which range from small backyard type displays to Major Professional Aerial Productions. To achieve success with all of our events, we use state of the art digital electronic firing systems and design software that gives us the availability to produce world class displays using the most brilliant and unique effects the industry has to offer. From large sky filling displays, to concise choreographed pyro-musicals... we can do it all!

In closing, Angry Unicorn Displays offers our (AIS) All-Inclusive solution in producing the fireworks and special effects elements of your show or event. All of our events include site inspections, display permits, Coast Guard permits (if necessary), FAA clearance (if necessary) \$1,000,000.00 in General and \$5M Auto Liability Insurance, Fire Marshal Fire Watch fees, Fire Truck Standby Fee (If Required), all travel costs, professional and trained pyrotechnics crew, and of course cleanup.



The Diamond - Richmond, VA



Wild Adventures Theme Park - Valdosta, GA

Our Displays

Our pyrotechnic displays include over 100 different types of pyrotechnic effects and patterns. We have the highest selection of premium products from all over the world including, but not limited to Europe, Asia, and the United States. We combine the pyrotechnic effects from these countries to provide you with the best possible design or synchronization to reflect the musical score of your show.

We have the newest and most technologically advanced computerized digital firing systems to ensure the effects are perfectly and safely fired or choreographed to any genre of live or pre-recorded music.



Featured Manufacturers:

1.3G Display Fireworks:



1.4G UN0431 Articles Pyrotechnics:





Technician Fireworks Display Proposal

Opener: _____ 130 _____ Total Display Shells

100 : 1" - 2.5" Premium single shot and multi shot cake effects
 30 : 3" Premium Fireworks variety of effects
 18 : 4" Premium Fireworks variety of effects
 12 : 5" Premium Fireworks variety of effects
 3 : 6" Premium Fireworks variety of effects
 _____ : 7" Premium Fireworks variety of effects
 _____ : 8" Premium Fireworks variety of effects
 _____ : 10" Premium Fireworks variety of effects

Main Body: _____ 620 _____ Total Display Shells

500 : 1" - 2.5" Premium single shot and multi shot cake effects
 120 : 3" Premium Fireworks variety of effects
 90 : 4" Premium Fireworks variety of effects
 72 : 5" Premium Fireworks variety of effects
 33 : 6" Premium Fireworks variety of effects
 _____ : 7" Premium Fireworks variety of effects
 _____ : 8" Premium Fireworks variety of effects
 _____ : 10" Premium Fireworks variety of effects

Grand Finale: _____ 350 _____ Total Display Shells

250 : 1" - 2.5" Premium single shot and multi shot cake effects
 100 : 3" Premium Fireworks variety of effects
 36 : 4" Premium Fireworks variety of effects
 12 : 5" Premium Fireworks variety of effects
 9 : 6" Premium Fireworks variety of effects
 _____ : 7" Premium Fireworks variety of effects
 _____ : 8" Premium Fireworks variety of effects
 _____ : 10" Premium Fireworks variety of effects

_____ 1,100 _____ TOTAL SHELL COUNT
 _____ 8-10 Minutes _____ Duration of Fireworks Display

* All Fireworks/Effects will be fired 100% electronically. We do not hand fire any of your display which provides you with non-stop action*





What is included in your All-Inclusive Package

SITE INSPECTION

FIREWORKS DISPLAY PERMIT

COAST GUARD PERMIT (IF REQUIRED)

FAA CLEARANCE (IF REQUIRED)

MINIMUM \$1,000,000.00 GENERAL LIABILITY INSURANCE

\$5,000,000.00 AUTO LIABILITY INSURANCE AS REQUIRED BY THE US DOT

ALL TRAVEL/LOGISTICS COSTS

PROFESSIONAL PYROTECHNICS CREW

100% ELECTRONICALLY FIRED DISPLAY

STRIKE/CLEAN UP



Item 11B.

Explosive Touch Enterprises
4260 Amelia Plantation Court
Vero Beach, FL 32967
Phone Number: 1-800-590-7929
Email address : info@explosivetouch.com

Please make all checks payable to: Explosive Touch Enterprises, LLC.

Jay Hatch

ESTIMATE

Client name: City of Madeira Beach		
Address: 300 Municipal Drive Madeira Beach, FL 33708	Invoice Number	Invoice Date
Phone: 727-392-0665	NA	NA
E-mail: jhatch@madeirabeachfl.gov		
CUSTOMER REGION		DUE
Parrish, Florida		NA

ITEM NO.	DESCRIPTION	Unit Cost	QTY	Total
FWD	3-17-2023 Fireworks Display	\$5,000.00	1	\$5,000.00
		Subtotal:		\$5,000.00
		Grand Total:		\$5,000.00

Payment Details: 50% DEP / 50% BAL

Payment Methods: Check, ACH, WIRE

Thank You For Your Business!



A Spectacular Division of...

EXPLOSIVE
TOUCH ENTERPRISES

WE CREATE BLASTING IMPRESSIONS!

City of Madeira Beach

March 17th, 2023

Fireworks Display

\$5,000.00 Total Cost

About Angry Unicorn Displays:

Angry Unicorn Displays was established in 2018 and is a sister company of Explosive Touch Enterprises. It is branded to coincide with ETE's Import Company Angry Unicorn Imports and evolved from the experience of a decade old fireworks company that originated in the Theme Park Entertainment Capital of the World, Orlando, FL.

Angry Unicorn Displays will be your direct source of fireworks and special effect entertainment especially with our sister company Angry Unicorn Imports supplying all of our High Quality Fireworks.

We have experience with all types of events which range from small backyard type displays to Major Professional Aerial Productions. To achieve success with all of our events, we use state of the art digital electronic firing systems and design software that gives us the availability to produce world class displays using the most brilliant and unique effects the industry has to offer. From large sky filling displays, to concise choreographed pyro-musicals... we can do it all!

In closing, Angry Unicorn Displays offers our (AIS) All-Inclusive solution in producing the fireworks and special effects elements of your show or event. All of our events include site inspections, display permits, Coast Guard permits (if necessary), FAA clearance (if necessary) \$1,000,000.00 in General and \$5M Auto Liability Insurance, Fire Marshal Fire Watch fees, Fire Truck Standby Fee (If Required), all travel costs, professional and trained pyrotechnics crew, and of course cleanup.



The Diamond - Richmond, VA



Wild Adventures Theme Park - Valdosta, GA

Our Displays

Our pyrotechnic displays include over 100 different types of pyrotechnic effects and patterns. We have the highest selection of premium products from all over the world including, but not limited to Europe, Asia, and the United States. We combine the pyrotechnic effects from these countries to provide you with the best possible design or synchronization to reflect the musical score of your show.

We have the newest and most technologically advanced computerized digital firing systems to ensure the effects are perfectly and safely fired or choreographed to any genre of live or pre-recorded music.



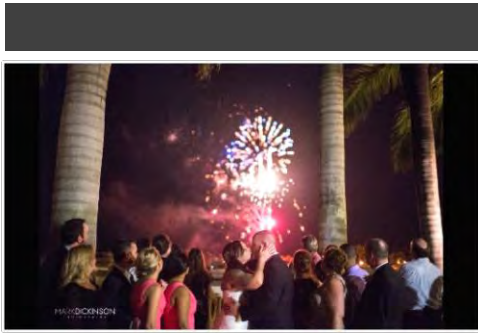
Featured Manufacturers:

1.3G Display Fireworks:



1.4G UN0431 Articles Pyrotechnics:





The Westin Resort Cape Coral, FL
Wedding Fireworks



*First Baptist Orlando 2017 Singing
Christmas Trees*

Indoor Airbursts



Titusville, FL Air Show

Our Team and Crews

The leadership at Angry Unicorn Displays has over 50 combined years of experience working with fireworks and special effects for some of the largest entertainment companies and venues in the world. We ensure that our technicians are educated annually on all applicable safety standards including new ATF regulations, NFPA Codes, DOT standards and more, ensuring that your show will meet and exceed all safety standards.

EJ Weppel - CEO and President

EJ is the founder of Angry Unicorn Displays. He began his career working for a major theme park in Orlando, FL. When he left there, he continued his path to pyrotechnic greatness working with a large competing company. From there, he decided to branch out on his own and Angry Unicorn Displays was born.

Pyrotechnic Crew

Angry Unicorn Displays has a vast pool of pyrotechnicians that work with us on a regular basis. Senior Shooters have been with the company since the beginning and have been trained and certified each year. Most of them have other full-time jobs for some of the biggest names in the Entertainment Industry and shoot their shows regularly. All our show site assistants are 100% trained in the company policies of safe handling of materials and under the direction of the onsite shooter. Assistants have a wide range of skill sets and most are working toward being full fledged pyrotechnic shooters within the company.





Technician Fireworks Display Proposal

Opener: _____ 130 _____ Total Display Shells

100 : 1" - 2.5" Premium single shot and multi shot cake effects
 30 : 3" Premium Fireworks variety of effects
 18 : 4" Premium Fireworks variety of effects
 12 : 5" Premium Fireworks variety of effects
 3 : 6" Premium Fireworks variety of effects
 _____ : 7" Premium Fireworks variety of effects
 _____ : 8" Premium Fireworks variety of effects
 _____ : 10" Premium Fireworks variety of effects

Main Body: _____ 620 _____ Total Display Shells

500 : 1" - 2.5" Premium single shot and multi shot cake effects
 120 : 3" Premium Fireworks variety of effects
 90 : 4" Premium Fireworks variety of effects
 72 : 5" Premium Fireworks variety of effects
 33 : 6" Premium Fireworks variety of effects
 _____ : 7" Premium Fireworks variety of effects
 _____ : 8" Premium Fireworks variety of effects
 _____ : 10" Premium Fireworks variety of effects

Grand Finale: _____ 350 _____ Total Display Shells

250 : 1" - 2.5" Premium single shot and multi shot cake effects
 100 : 3" Premium Fireworks variety of effects
 36 : 4" Premium Fireworks variety of effects
 12 : 5" Premium Fireworks variety of effects
 9 : 6" Premium Fireworks variety of effects
 _____ : 7" Premium Fireworks variety of effects
 _____ : 8" Premium Fireworks variety of effects
 _____ : 10" Premium Fireworks variety of effects

_____ 1,100 _____ TOTAL SHELL COUNT
 _____ 8-10 Minutes _____ Duration of Fireworks Display

* All Fireworks/Effects will be fired 100% electronically. We do not hand fire any of your display which provides you with non-stop action*







A Spectacular Division of...

EXPLOSIVE
TOUCH ENTERPRISES

WE CREATE BLASTING IMPRESSIONS!

City of Madeira Beach

March 17th, 2023

Fireworks Display

\$5,000.00 Total Cost

About Angry Unicorn Displays:

Angry Unicorn Displays was established in 2018 and is a sister company of Explosive Touch Enterprises. It is branded to coincide with ETE's Import Company Angry Unicorn Imports and evolved from the experience of a decade old fireworks company that originated in the Theme Park Entertainment Capital of the World, Orlando, FL.

Angry Unicorn Displays will be your direct source of fireworks and special effect entertainment especially with our sister company Angry Unicorn Imports supplying all of our High Quality Fireworks.

We have experience with all types of events which range from small backyard type displays to Major Professional Aerial Productions. To achieve success with all of our events, we use state of the art digital electronic firing systems and design software that gives us the availability to produce world class displays using the most brilliant and unique effects the industry has to offer. From large sky filling displays, to concise choreographed pyro-musicals... we can do it all!

In closing, Angry Unicorn Displays offers our (AIS) All-Inclusive solution in producing the fireworks and special effects elements of your show or event. All of our events include site inspections, display permits, Coast Guard permits (if necessary), FAA clearance (if necessary) \$1,000,000.00 in General and \$5M Auto Liability Insurance, Fire Marshal Fire Watch fees, Fire Truck Standby Fee (If Required), all travel costs, professional and trained pyrotechnics crew, and of course cleanup.



The Diamond - Richmond, VA



Wild Adventures Theme Park - Valdosta, GA

Our Displays

Our pyrotechnic displays include over 100 different types of pyrotechnic effects and patterns. We have the highest selection of premium products from all over the world including, but not limited to Europe, Asia, and the United States. We combine the pyrotechnic effects from these countries to provide you with the best possible design or synchronization to reflect the musical score of your show.

We have the newest and most technologically advanced computerized digital firing systems to ensure the effects are perfectly and safely fired or choreographed to any genre of live or pre-recorded music.



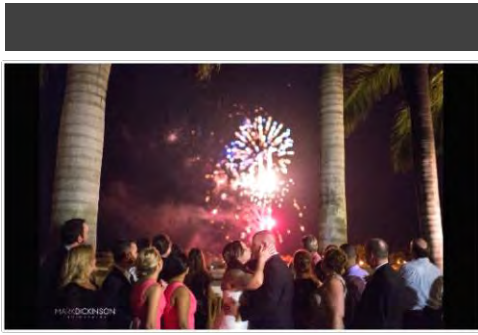
Featured Manufacturers:

1.3G Display Fireworks:



1.4G UN0431 Articles Pyrotechnics:





The Westin Resort Cape Coral, FL
Wedding Fireworks



*First Baptist Orlando 2017 Singing
Christmas Trees*

Indoor Airbursts



Titusville, FL Air Show

Our Team and Crews

The leadership at Angry Unicorn Displays has over 50 combined years of experience working with fireworks and special effects for some of the largest entertainment companies and venues in the world. We ensure that our technicians are educated annually on all applicable safety standards including new ATF regulations, NFPA Codes, DOT standards and more, ensuring that your show will meet and exceed all safety standards.

EJ Weppel - CEO and President

EJ is the founder of Angry Unicorn Displays. He began his career working for a major theme park in Orlando, FL. When he left there, he continued his path to pyrotechnic greatness working with a large competing company. From there, he decided to branch out on his own and Angry Unicorn Displays was born.

Pyrotechnic Crew

Angry Unicorn Displays has a vast pool of pyrotechnicians that work with us on a regular basis. Senior Shooters have been with the company since the beginning and have been trained and certified each year. Most of them have other full-time jobs for some of the biggest names in the Entertainment Industry and shoot their shows regularly. All our show site assistants are 100% trained in the company policies of safe handling of materials and under the direction of the onsite shooter. Assistants have a wide range of skill sets and most are working toward being full fledged pyrotechnic shooters within the company.





Technician Fireworks Display Proposal

Opener: _____ 130 _____ Total Display Shells

100 : 1" - 2.5" Premium single shot and multi shot cake effects
 30 : 3" Premium Fireworks variety of effects
 18 : 4" Premium Fireworks variety of effects
 12 : 5" Premium Fireworks variety of effects
 3 : 6" Premium Fireworks variety of effects
 _____ : 7" Premium Fireworks variety of effects
 _____ : 8" Premium Fireworks variety of effects
 _____ : 10" Premium Fireworks variety of effects

Main Body: _____ 620 _____ Total Display Shells

500 : 1" - 2.5" Premium single shot and multi shot cake effects
 120 : 3" Premium Fireworks variety of effects
 90 : 4" Premium Fireworks variety of effects
 72 : 5" Premium Fireworks variety of effects
 33 : 6" Premium Fireworks variety of effects
 _____ : 7" Premium Fireworks variety of effects
 _____ : 8" Premium Fireworks variety of effects
 _____ : 10" Premium Fireworks variety of effects

Grand Finale: _____ 350 _____ Total Display Shells

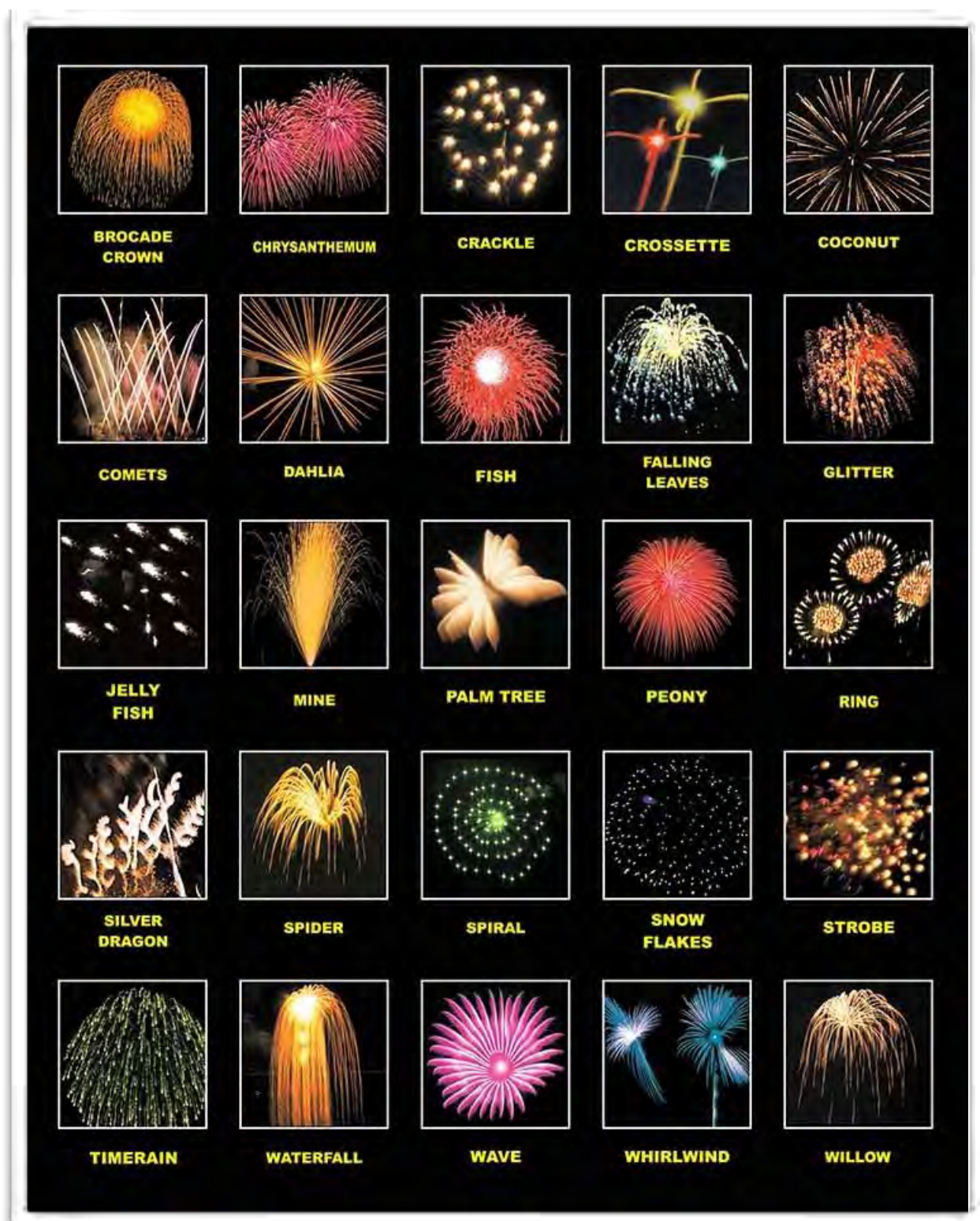
250 : 1" - 2.5" Premium single shot and multi shot cake effects
 100 : 3" Premium Fireworks variety of effects
 36 : 4" Premium Fireworks variety of effects
 12 : 5" Premium Fireworks variety of effects
 9 : 6" Premium Fireworks variety of effects
 _____ : 7" Premium Fireworks variety of effects
 _____ : 8" Premium Fireworks variety of effects
 _____ : 10" Premium Fireworks variety of effects

_____ 1,100 _____ TOTAL SHELL COUNT
 _____ 8-10 Minutes _____ Duration of Fireworks Display

* All Fireworks/Effects will be fired 100% electronically. We do not hand fire any of your display which provides you with non-stop action*



Our most commonly used effects inventory used to create a unique display keeping your audience excited and craving more!



ANGRY UNICORN
DISPLAYS

Pyrotechnic Effect Definitions

Brocade – A spider like effect in the sky, much like fine lace. The brocade effect is generally a golden tail effect, and is brighter than the willow or tiger tail effect. Most brocade effects use glitter to produce the long brocade tails.

Chrysanthemum – A flower-like aerial pattern, usually resulting from a cake or mortar.

Comet – A type of star that leaves a long trail of sparks as it flies through the air.

Crossette – A type of comet that breaks into multiple comets, usually forming a cross shape.

Pearls – Bright balls of color that fly through the sky and burn themselves out after reaching maximum height.

Dragon Eggs – A delayed crackle effect displayed in egg-shaped patterns with loud crackle near the end.

Waterfall – Glowing embers that fall slowly in the air, creating a willow or waterfall effect.

Flying Fish – An aerial effect that looks like a swarm of objects squirming through the air. This effect usually lasts only a few seconds. Fish are a type of fuse that propels itself through the air, creating a swimming effect.

Palm Tree – An aerial effect that produces a gold or silver stem as the shell rises into the sky (known as a rising tail), followed by a brocade or willow effect that creates palm fronds. It resembles a gold or silver palm tree in the sky.

Peony – An aerial effect that looks like a spherical ball of colored lights in the sky. A very common aerial effect on most fireworks displays.

Ghost - An aerial effect that creates a disappearing and re-appearing color trail new to the fireworks industry.

Rising Tail – A rising tail is a gold or silver tail effect that is created when a shell is shot into the sky, similar to the trunk of a tree. Commonly used with palm tree shells.



Strobe – A strobe is a blinking effect. When used in a shell with hundreds of strobe stars, the strobe effect looks like shimmering water in the sky. Strobes can be a variety of colors, including white, green, blue, and orange.

Tourbillion – Another name for a serpent. A tourbillion is a type of star that spins in the sky and gives off large quantities of gold, silver, or white light.

Willow – An aerial effect that looks like a giant gold willow tree in the sky. A true willow effect has delicate golden trails that hang in the sky ten seconds or more.

Pattern - An aerial effect including but not limited to Smiles, Hearts, Squares, Diamonds, Stars, 3D Cubes always a crowd pleaser





What is included in your All-Inclusive Package

SITE INSPECTION

FIREWORKS DISPLAY PERMIT

COAST GUARD PERMIT (IF REQUIRED)

FAA CLEARANCE (IF REQUIRED)

MINIMUM \$1,000,000.00 GENERAL LIABILITY INSURANCE

\$5,000,000.00 AUTO LIABILITY INSURANCE AS REQUIRED BY THE US DOT

ALL TRAVEL/LOGISTICS COSTS

PROFESSIONAL PYROTECHNICS CREW

100% ELECTRONICALLY FIRED DISPLAY

STRIKE/CLEAN UP





A Spectacular Division of...

EXPLOSIVE
TOUCH ENTERPRISES

WE CREATE BLASTING IMPRESSIONS!

City of Madeira Beach

March 17th, 2023

Fireworks Display

\$5,000.00 Total Cost

About Angry Unicorn Displays:

Angry Unicorn Displays was established in 2018 and is a sister company of Explosive Touch Enterprises. It is branded to coincide with ETE's Import Company Angry Unicorn Imports and evolved from the experience of a decade old fireworks company that originated in the Theme Park Entertainment Capital of the World, Orlando, FL.

Angry Unicorn Displays will be your direct source of fireworks and special effect entertainment especially with our sister company Angry Unicorn Imports supplying all of our High Quality Fireworks.

We have experience with all types of events which range from small backyard type displays to Major Professional Aerial Productions. To achieve success with all of our events, we use state of the art digital electronic firing systems and design software that gives us the availability to produce world class displays using the most brilliant and unique effects the industry has to offer. From large sky filling displays, to concise choreographed pyro-musicals... we can do it all!

In closing, Angry Unicorn Displays offers our (AIS) All-Inclusive solution in producing the fireworks and special effects elements of your show or event. All of our events include site inspections, display permits, Coast Guard permits (if necessary), FAA clearance (if necessary) \$1,000,000.00 in General and \$5M Auto Liability Insurance, Fire Marshal Fire Watch fees, Fire Truck Standby Fee (If Required), all travel costs, professional and trained pyrotechnics crew, and of course cleanup.



The Diamond - Richmond, VA



Wild Adventures Theme Park - Valdosta, GA

Our Displays

Our pyrotechnic displays include over 100 different types of pyrotechnic effects and patterns. We have the highest selection of premium products from all over the world including, but not limited to Europe, Asia, and the United States. We combine the pyrotechnic effects from these countries to provide you with the best possible design or synchronization to reflect the musical score of your show.

We have the newest and most technologically advanced computerized digital firing systems to ensure the effects are perfectly and safely fired or choreographed to any genre of live or pre-recorded music.



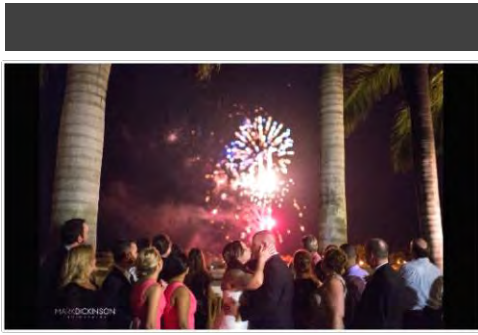
Featured Manufacturers:

1.3G Display Fireworks:



1.4G UN0431 Articles Pyrotechnics:





The Westin Resort Cape Coral, FL
Wedding Fireworks



*First Baptist Orlando 2017 Singing
Christmas Trees*

Indoor Airbursts



Titusville, FL Air Show

Our Team and Crews

The leadership at Angry Unicorn Displays has over 50 combined years of experience working with fireworks and special effects for some of the largest entertainment companies and venues in the world. We ensure that our technicians are educated annually on all applicable safety standards including new ATF regulations, NFPA Codes, DOT standards and more, ensuring that your show will meet and exceed all safety standards.

EJ Weppel - CEO and President

EJ is the founder of Angry Unicorn Displays. He began his career working for a major theme park in Orlando, FL. When he left there, he continued his path to pyrotechnic greatness working with a large competing company. From there, he decided to branch out on his own and Angry Unicorn Displays was born.

Pyrotechnic Crew

Angry Unicorn Displays has a vast pool of pyrotechnicians that work with us on a regular basis. Senior Shooters have been with the company since the beginning and have been trained and certified each year. Most of them have other full-time jobs for some of the biggest names in the Entertainment Industry and shoot their shows regularly. All our show site assistants are 100% trained in the company policies of safe handling of materials and under the direction of the onsite shooter. Assistants have a wide range of skill sets and most are working toward being full fledged pyrotechnic shooters within the company.





Technician Fireworks Display Proposal

Opener: _____ 130 _____ Total Display Shells

100 : 1" - 2.5" Premium single shot and multi shot cake effects
 30 : 3" Premium Fireworks variety of effects
 18 : 4" Premium Fireworks variety of effects
 12 : 5" Premium Fireworks variety of effects
 3 : 6" Premium Fireworks variety of effects
 _____ : 7" Premium Fireworks variety of effects
 _____ : 8" Premium Fireworks variety of effects
 _____ : 10" Premium Fireworks variety of effects

Main Body: _____ 620 _____ Total Display Shells

500 : 1" - 2.5" Premium single shot and multi shot cake effects
 120 : 3" Premium Fireworks variety of effects
 90 : 4" Premium Fireworks variety of effects
 72 : 5" Premium Fireworks variety of effects
 33 : 6" Premium Fireworks variety of effects
 _____ : 7" Premium Fireworks variety of effects
 _____ : 8" Premium Fireworks variety of effects
 _____ : 10" Premium Fireworks variety of effects

Grand Finale: _____ 350 _____ Total Display Shells

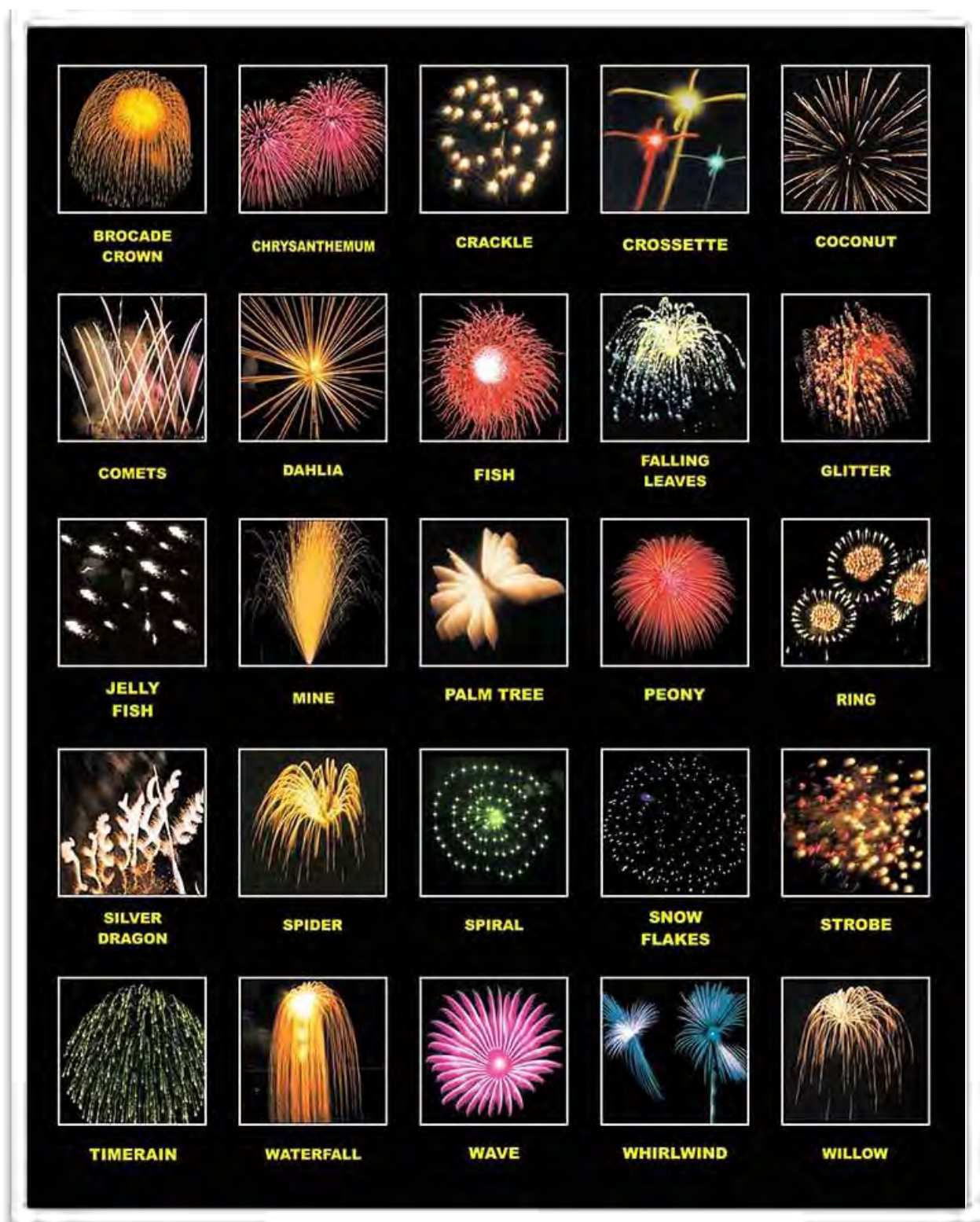
250 : 1" - 2.5" Premium single shot and multi shot cake effects
 100 : 3" Premium Fireworks variety of effects
 36 : 4" Premium Fireworks variety of effects
 12 : 5" Premium Fireworks variety of effects
 9 : 6" Premium Fireworks variety of effects
 _____ : 7" Premium Fireworks variety of effects
 _____ : 8" Premium Fireworks variety of effects
 _____ : 10" Premium Fireworks variety of effects

_____ 1,100 _____ TOTAL SHELL COUNT
 _____ 8-10 Minutes _____ Duration of Fireworks Display

* All Fireworks/Effects will be fired 100% electronically. We do not hand fire any of your display which provides you with non-stop action*



Our most commonly used effects inventory used to create a unique display keeping your audience excited and craving more!



ANGRY UNICORN
DISPLAYS

Pyrotechnic Effect Definitions

Brocade – A spider like effect in the sky, much like fine lace. The brocade effect is generally a golden tail effect, and is brighter than the willow or tiger tail effect. Most brocade effects use glitter to produce the long brocade tails.

Chrysanthemum – A flower-like aerial pattern, usually resulting from a cake or mortar.

Comet – A type of star that leaves a long trail of sparks as it flies through the air.

Crossette – A type of comet that breaks into multiple comets, usually forming a cross shape.

Pearls – Bright balls of color that fly through the sky and burn themselves out after reaching maximum height.

Dragon Eggs – A delayed crackle effect displayed in egg-shaped patterns with loud crackle near the end.

Waterfall – Glowing embers that fall slowly in the air, creating a willow or waterfall effect.

Flying Fish – An aerial effect that looks like a swarm of objects squirming through the air. This effect usually lasts only a few seconds. Fish are a type of fuse that propels itself through the air, creating a swimming effect.

Palm Tree – An aerial effect that produces a gold or silver stem as the shell rises into the sky (known as a rising tail), followed by a brocade or willow effect that creates palm fronds. It resembles a gold or silver palm tree in the sky.

Peony – An aerial effect that looks like a spherical ball of colored lights in the sky. A very common aerial effect on most fireworks displays.

Ghost - An aerial effect that creates a disappearing and re-appearing color trail new to the fireworks industry.

Rising Tail – A rising tail is a gold or silver tail effect that is created when a shell is shot into the sky, similar to the trunk of a tree. Commonly used with palm tree shells.



Strobe – A strobe is a blinking effect. When used in a shell with hundreds of strobe stars, the strobe effect looks like shimmering water in the sky. Strobes can be a variety of colors, including white, green, blue, and orange.

Tourbillion – Another name for a serpent. A tourbillion is a type of star that spins in the sky and gives off large quantities of gold, silver, or white light.

Willow – An aerial effect that looks like a giant gold willow tree in the sky. A true willow effect has delicate golden trails that hang in the sky ten seconds or more.

Pattern - An aerial effect including but not limited to Smiles, Hearts, Squares, Diamonds, Stars, 3D Cubes always a crowd pleaser





What is included in your All-Inclusive Package

SITE INSPECTION

FIREWORKS DISPLAY PERMIT

COAST GUARD PERMIT (IF REQUIRED)

FAA CLEARANCE (IF REQUIRED)

MINIMUM \$1,000,000.00 GENERAL LIABILITY INSURANCE

\$5,000,000.00 AUTO LIABILITY INSURANCE AS REQUIRED BY THE US DOT

ALL TRAVEL/LOGISTICS COSTS

PROFESSIONAL PYROTECHNICS CREW

100% ELECTRONICALLY FIRED DISPLAY

STRIKE/CLEAN UP



Item 11B.

Explosive Touch Enterprises
4260 Amelia Plantation Court
Vero Beach, FL 32967
Phone Number: 1-800-590-7929
Email address : info@explosivetouch.com

Please make all checks payable to: Explosive Touch Enterprises, LLC.

Jay Hatch

ESTIMATE

Client name: City of Madeira Beach		
Address: 300 Municipal Drive Madeira Beach, FL 33708	Invoice Number	Invoice Date
Phone: 727-392-0665	NA	NA
E-mail: jhatch@madeirabeachfl.gov		
CUSTOMER REGION		DUE
Parrish, Florida		NA

ITEM NO.	DESCRIPTION	Unit Cost	QTY	Total
FWD	11-11-2023 Fireworks Display	\$7,000.00	1	\$7,000.00
		Subtotal:		\$7,000.00
		Grand Total:		\$7,000.00

Payment Details: 50% DEP / 50% BAL

Payment Methods: Check, ACH, WIRE

Thank You For Your Business!



Technical & Creative Proposal

CONCEPT



DESIGN



PRODUCTION



City of **MADEIRA BEACH**



FIREWORKS DISPLAYS

RFP #23-01



STARFIRE CORPORATION

Corporate Office

566 Theatre Rd • PO Box 179 • St. Benedict, PA 15773

February 13, 2023

Jay Hatch
Recreation Director
City of Madeira Beach

Jay,

Please find our proposal for you Annual Fireworks Displays (RPF #23-01).

The proposal outlines three (3) \$6000.00 displays for March, May, and November 2023 events. That is followed by two (2) options for July 3rd, pending which location ultimately chosen.

Starfire Corporation has produces fireworks, pyrotechnic and laser displays throughout the USA, and has 12 regional distribution facilities, with experienced technicians, to produce the highest standards in our industry. Our Florida base is in Avon Park, and services our numerous clients in this region.

Included in our service:

Our standard \$10,000,000.00 insurance coverages for liability and Workman's Compensation. We file all necessary paperwork for permits on your behalf. Any fees are the responsibility of Madeira Beach.

POSTPONEMENT/RESCHEDULING: If the display of the fireworks is postponed/rescheduled by reason of inclement weather or by determination by the governmental authority having jurisdiction, or for any other reason beyond the control of PEI, same shall be re-scheduled to the Alternate Date set forth above. In the event a postponement/rescheduling is necessary due to inclement weather or by determination by the governmental authority having jurisdiction, or for any other reason beyond the control of PEI a postponement/rescheduling fee will be based on the table below.

Description	% of Fireworks Display Price	Additional Costs
If notified by 12:01 AM 48 hours prior to display	5%	Any 3 rd Party Vendor Expenses
If notified after 12:01 AM 24 hours prior to display	15%	Any 3 rd Party Vendor Expenses
Once Bay Fireworks Techs Arrive on Site	20%	Any 3 rd Party Vendor Expenses

I would like to Thank You for the opportunity to produce the fireworks for Madeira Beach and look forward to learning more about your decision.

If you have any questions or comments, please contact me at your convenience.

All the best in 2023.



Sigmund Rosen

sig@starfirecorporation.com

609-3130595

Delray Beach

Florida Representative
Starfire Corporation

City of **MADEIRA BEACH**

March 7th, May 6th & Nov 11th



Inventory page 1

**Proposed Inventory
Aerial Shell Segment
Each display:
\$6,000.00**

OPENING SEGMENT	QTY
RWB <i>FINALE</i> SALUTE FAN	200
Two-Inch Shells	20
BODY OF PROGRAM	QTY
Two-Inch Shells	220
<i>SPECIAL EFFECT BARRAGES (3x100)</i>	300
GRAND FINALE	QTY
2" STARBLASTER (2x120)	240
RWB <i>FINALE</i> SALUTE FAN (3x200)	600




STARFIRE CORPORATION



City of **MADEIRA BEACH**

200 Rex Place Option



Inventory page 1

Proposed Inventory
Aerial Shell Segment
July 3, 2023

VALUE: \$22,000.

OPENING SEGMENT	QTY
(2) RWB <i>FINALE</i> SALUTE FAN	400
(2) 2" STARBLASTER	240
BODY OF PROGRAM	QTY
Two-Inch Shells	480
SPECIAL EFFECT BARRAGE	2700
GRAND FINALE	QTY
(4) 2" STARBLASTER	480
(4) RWB <i>FINALE</i> SALUTE FAN	800
SPECIAL EFFECT BARRAGE	1000




STARFIRE CORPORATION





MADEIRA BEACH

200 Rex PI Option

GRAND ILLUMINATIONS

"Multi-Theater Performances"

Inventory page 2

SPECIAL EFFECT BARRAGE ILLUMINATIONS	Formation	Quantity
600 S RWB W/CRACKLE TO REPORT Z	\\	1 / 600
500 S YELL/PURP/GOLD GLIT WATERFALL Z SHAPE	\\\\\\ /////	1 / 500
372 S "W" GOLD WILLOW COMET W/ BLUE PISTOL	\\	
200 S "V" RAPID FIRE BLUE STARS	V	
210 S "Z" Shape RAPID FIRE RED STARTS	\\V//	
200 S PALM TREE & FALLING LEAVES W/ WHITE TAIL		
210 S "Z" Shape ALTERNATING RWB PATTERN	\\V//	
100 S FAN BLUE PIS & COLORFUL FALLING LEAVES		2 / 200
165 S 8 SHAPE WHITE STROBE WITH COLOR PISTIL	\\	
100 S GREEN DAHLIA W/CHRY (fan)		2 / 200
100S RED-GRN TLS SPIT SIL FISH BLUE PEARL-CHRY-REPORT	\\\\\\ /////	2 / 200
280 S FAN HEPTAGON FIRE TREE TL & PINK TL	\\\\\\ /////	
200 S RWB FINALE W/SALUTE FAN	\\V//	6 / 1200
100 S PENTAGON FAN BROCCROWN MINE & BLUE MINE		
480 S CHANGING DRAGON	\\\\\\ /////	
1000 S FEELING IN SNOW Z SHAPE		1 / 1000
1000 S WHISTLING DRAGON	\\\\\\ /////	
1000 S BUMPER HARVEST	\\V//	1 / 1000
	TOTAL PIECES	16 / 4900

City of **MADEIRA BEACH**

591 Tom Stuart Option



Inventory page 1

Proposed Inventory
Aerial Shell Segment
July 3, 2023

VALUE: \$22,000.

OPENING SEGMENT	QTY
RWB <i>FINALE</i> SALUTE FAN	200
2" STARBLASTER	120
SPECIAL EFFECT BARRAGE	1000
BODY OF PROGRAM	QTY
2.5"-Inch Shells	192
Three-Inch Shells	144
Four-Inch Shells	108
SPECIAL EFFECT BARRAGE	2800
GRAND FINALE	QTY
2" STARBLASTER	120
RWB <i>FINALE</i> SALUTE FAN	200
SPECIAL EFFECT BARRAGE	1000
2.5"-Inch <i>FINALE</i> Shells	300
Three-Inch <i>FINALE</i> Shells	120




STARFIRE CORPORATION





MADEIRA BEACH

591 Tom Stuart Option

GRAND ILLUMINATIONS

"Multi-Theater Performances"

Inventory page 2

SPECIAL EFFECT BARRAGE ILLUMINATIONS	Formation	Quantity
600 S RWB W/CRACKLE TO REPORT Z	\\ /	2 / 1200
500 S YELL/PURP/GOLD GLIT WATERFALL Z SHAPE	\\\\\\ /////	2 / 1000
372 S "W" GOLD WILLOW COMET W/ BLUE PISTOL	\\ /	
200 S "V" RAPID FIRE BLUE STARS	\\	
210 S "Z" Shape RAPID FIRE RED STARTS	\\\\\\ /	
200 S PALM TREE & FALLING LEAVES W/ WHITE TAIL		
210 S "Z" Shape ALTERNATING RWB PATTERN	\\\\\\ /	
100 S FAN BLUE PIS & COLORFUL FALLING LEAVES		2 / 200
165 S 8 SHAPE WHITE STROBE WITH COLOR PISTIL	\\ /	
100 S GREEN DAHLIA W/CHRY (fan)		2 / 200
100S RED-GRN TLS SPIT SIL FISH BLUE PEARL-CHRY-REPORT	\\\\\\ /////	2 / 200
280 S FAN HEPTAGON FIRE TREE TL & PINK TL	\\\\\\ /////	
200 S RWB FINALE W/SALUTE FAN	\\\\\\ /	2 / 400
100 S PENTAGON FAN BROCCROWN MINE & BLUE MINE		
480 S CHANGING DRAGON	\\\\\\ /////	
1000 S FEELING IN SNOW Z SHAPE		1 / 1000
1000 S WHISTLING DRAGON	\\\\\\ /////	
1000 S BUMPER HARVEST	\\\\\\ /	1 / 1000
	TOTAL PIECES	16 / 5200



STARFIRE CORPORATION

City of Madeira Florida

Management Team

EXECUTIVE PRODUCER

Works directly with your Event Staff covering all ends of the spectrum. Responsible for reporting directly to the Sr. Design Producer and is the “go-to” or point person for the entire project enterprise. All project managers directly report to the Executive Producer, allowing for a smooth and efficient chain of command.

PROJECT MANAGER

This role oversees the entire project enterprise. In addition, this role oversees the coordination of personnel, equipment, and all matters pertaining to the smooth and efficient deployment of the programs. The Project Manager insures that design is properly met and is appropriate for the Venues. The Project Manager also handles all communication issues, as well as, equipment and firing system installation and on site maintenance.

VENUE, SAFETY & COMPLIANCE MANAGER (SCM)

The Venue Manager is responsible for the coordination of all activities at the Venues. This Manager oversees the physical set-up, discharge, and strike of all pyrotechnics and equipment at all the assigned venues. The VSCM oversees the set-up and use of the firing system to ensure functionality in accordance to design specs.

TECHNICIANS

Technicians are responsible for the physical assembly and installation of all equipment based on the final design specifications. Technicians are responsible for the installation of all pyrotechnic devices used at the various venues. The Technicians are also responsible for setup and strike of firing cue equipment, which include a post display “dud” search. The Technicians report directly to the Venue Safety & Compliance Manager.

OUTDOOR HIGH ALTITUDE AERIAL EFFECTS AND DESCRIPTIONS



Outdoor Aerial Fireworks



Three-Inch Through Ten-Inch Shells

Shell sizes are available according to site dimensions

CHRYSANTHEMUM SHELLS - Brilliant colors in a perfectly round burst. Most shells feature rising effects such as rising comet tails or rising whistles. Inventory includes:

- *Strobing Two Color Changing "Ghost" Shells*
- *Glittering Silver and Wave series*
- *Crackling Chrysanthemums*
- *Gold Spider*

SPECIAL EFFECT SHELLS

- *Screaming Whistle Shells*
- *Electric Storm Shells (dragon eggs)*
- *Gold Flitter*
- *Spider (Gold, Silver)*
- *Two Break Color and Report*
- *Magnesium Combo*

SALUTE AND THUNDER SHELLS - A variety of effects that incorporate powerful reports into their display. Featuring:

- *Artillery Titanium, Thunder Blossom, Battle Clouds*

STROBE, TWINKLING AND SPARKLING STAR SHELLS - A variety of beautiful twinkling star shells, featuring:

- *Strobe Shells (Red, White, Silver, Green)*
- *Flashing Light Shells (Pink, Gold, Silver, Red, Green)*
- *Sparkling Light Shells (Gold, Red, Green, Silver)*
- *Twinkling Stars (Spangle, Silver, Gold)*

MULTI-COLORED JAPANESE STYLE PEONIES - Variegated colors in a spherical burst resembling a peony flower, many with rising effects (tails, flowers, whistles, etc).

- *Color Changing Peony (Two, Three or Four Color Changes)*
- *Peony With Pistil*

SPECIAL AND MULTI-PATTERN SHELLS *- Forming fantastic, unusual patterns.

- *Olympic Ring Pattern, Happy Face Pattern, Five-Pointed Star (White, Red, Blue) Red*
- *Snail Pattern with Drifting Purple Small Flowers, Saturn Planet, Bow Tie Pattern, Hourglass with Color Ring Diamond, Shamrock, Club Pattern with Strobing Center, Gold Hour Glass with Red or Blue Ring, Red—White—Blue Shell of Shell Rings, Umbrella Pattern, Kiddy Fishes in Crowds with Crackling Stars, Stained Glass, Poinsettia Pattern—Variegated Colors, Sunflower Pattern, Butterfly in Circle Pattern, 3-D Tetrahedron Pattern*

Outdoor Aerial Fireworks

PALM TREE SHELLS - A huge palm tree with rising comet tails.

- *Blue Palm Tree with Yellow Trunk, Green Palm Tree Shell of Shells, Glitter Palm with Glittering Comet Tail, Crackling Palm Tree with Rising Crackling Tail, Red Coconut Leaves*

MULTI-BREAK SHELL OF SHELLS - A variety of effects that incorporate hundreds of components into their display.

- *Thousands of Colorful Strobes, Thousands of Brocade Waterfall, Thousands of Glittering Kamuro*
- *Artillery Titanium, Thundering Blossom, Battle in the Clouds*

JAPANESE BROCADE WATERFALL - It looks just like a shimmering golden waterfall high in the sky. (Also in shell-of-shells variety)

SHATTERING GLASS - Looks like glass shattering - Very Different! Yellow to Red color changing stars with Glitter Strobe effects.

WAGON WHEEL COMET - A Huge break of a Glitter Ring pattern with comets protruding from center to form the pattern of a wheel. Very Unique.

MAG ILLUMINATORS - Super flights that are intensely bright.

GO-GETTERS - Rich, vibrant colors featuring Violet, Bright Red and Rich Emerald Green. Shell breaks soft - then waves of corkscrew erratic propulsion in every direction.

COMET SHELLS - A variety of special effects.

- *Split Comets—Gold Flitter, White Flitter, Crossette—Red, Green, Silver, Glitter, Scattering - Criss Crossing comets, Magic Scatter—Yellow Comet Flower, Snowball Crossette—Long Tailed, Fluffy White Glitter*

ADVANCED EFFECT AND DESIGNER JAPANESE SHELLS

- *Gold Flitter Split Comets, Super Crown, Designer Three and Four Color Change Effects, Eddy In Chrysanthemum*
- *Crackling Dahlia with Crackling Mag Stars Pistil, Farfalle, Diadem with Scrambling Red & Green Comets, Comet Mine Shell of Shells*
- *Brocade Diadem Kamuro Shell of Shells, Floral Shell of Shells with Popping Brocade Small Flowers Pistil, Lightning Bugs (Strobing stars)*
- *Blue Comets to Floral Salute Shell of Shells, Floral Fancy (Chrysanthemum with Ring of Diadem Stars)*
- *Silver Waterfall with Red and Blue Scrambling Comets, Palm Flowers (Palm Tree without trunk)*
- *Japanese Kaleidoscope with Color Pistil, Circle of Bouquets—Assorted Colors, Magic Peony, Spangle Peony with Coconut Core*

Outdoor Aerial Fireworks

Opening Scene & Grand Finale

Level 1: Multi-Shot Fanned Crossette Barrage

Level 2: Aerial Shells in Three-Inch Color & Titanium Salute Shells

Level 3: Huge Aerial Shells blossom over the top

Starfire is known for MANUFACTURING and producing the most exciting Openings and Grand Finales in the business. We use special effect, and multi-break shells, rising flowers and tails, along with large support shells, all timed to allow for a continuous barrage.

Most finales are **TWIN—THEATER** presentations, designed to be displayed from **two locations** simultaneously:

☀ **2.5"- 3" Special Color Shell "Fan"** - Hundreds of spectacular Japanese-style shells volley into the sky into a widely "**fanned**" overlay of multi-colored floral patterns. Our 2.5" diameter shells have rising effects.

☀ **2.5" - 3" Titanium Salute Shells w/ Silver Tails** - The color shells are joined by a bombardment of electric flash salutes, again exploding into a wide fan pattern for maximum coverage. All salutes are followed by brilliant magnesium comets. Our 2.5" diameter shells have rising effects.

☀ **Multi Break Shells** - The sky now turns into a multi-level barrage of color, and booming reports. High over the top of the finale, huge oriental chrysanthemum bursts soar up to 1,000 feet above the barges.

☀ **Japanese Special Effect Shells** The heavens ignite with the sights and sounds of a full-scale aerial barrage above pounding flash salutes that are heard for miles around. This scene includes a full multi-level compliment of the most spectacular aerial effects available.

- ☀ **Brilliant Brocade Chrysanthemums**
- ☀ **Nishiki Kamuro Shells with Spangle Pistil**
- ☀ **Popping Brocade Flowers**
- ☀ **Color Changing Mums w/ Changing Pistils**
- ☀ **Artillery Titanium (Shell of Shells)**
- ☀ **Half Blue & Half Red Chrysanthemum w/ Pistil**
- ☀ **Brocade Diadem to Twinkle with Strobing Pistil**





CERTIFICATE OF LIABILITY INSURANCE

DATE

Item 11B.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Britton-Gallagher and Associates, Inc. One Cleveland Center, Floor 30 1375 East 9th Street Cleveland OH 44114		CONTACT NAME: PHONE (A/C, No, Ext): 216-658-7100 FAX (A/C, No): 216-658-7101 E-MAIL ADDRESS: info@brittongallagher.com		
INSURED Starfire Corporation 566 Theatre Road St. Benedict PA 15773		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : Axis Specialty Ins Co		15610
		INSURER B : JAMES RIVER INS CO		12203
		INSURER C : Arch Speciality Ins Co		21199
		INSURER D : Everest Denali Insurance Company		16044
		INSURER E :		
INSURER F :				

COVERAGES**CERTIFICATE NUMBER:** 1238926515**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		00126603-0	1/22/2022	1/22/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
D	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		SI8CA00272-221	1/22/2022	1/22/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		P-001-000762543-01	1/22/2022	1/22/2023	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/> N / A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Excess Liability #2		UXP1048011-00	1/22/2022	1/22/2023	Each Occ/ Aggregate \$5,000,000 Total Combined Excess \$9,000,000

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

Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.

CERTIFICATE HOLDER**CANCELLATION**

Proof of Insurance

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2014 ACORD CORPORATION. All rights reserved.

SCOPE OF SERVICES

PROGRAM VALUE: \$40,000

**Proposals pricing is valid for 30 days from postmarked date
Pending confirmation of third party marine pricing and fuel surcharges**

OTHER SERVICES:

INSURANCE LIABILITY COVERAGE*:

Insurance: \$10,000,000 General Liability
\$5,000,000 Motor Carrier



WORKER'S COMPENSATION:
Full coverage as required by law.

U.S. LONGSHOREMAN & HARBOR WORKER'S ACT:
We provide full coverage for Pyrotechnicians who perform fireworks exhibitions on barge based programs.

COMPLIANCE: Starfire strictly adheres to the following requirements:
* NFPA 1123, BATF, OSHA
* U.S. Department of Transportation
* U.S. Coast Guard

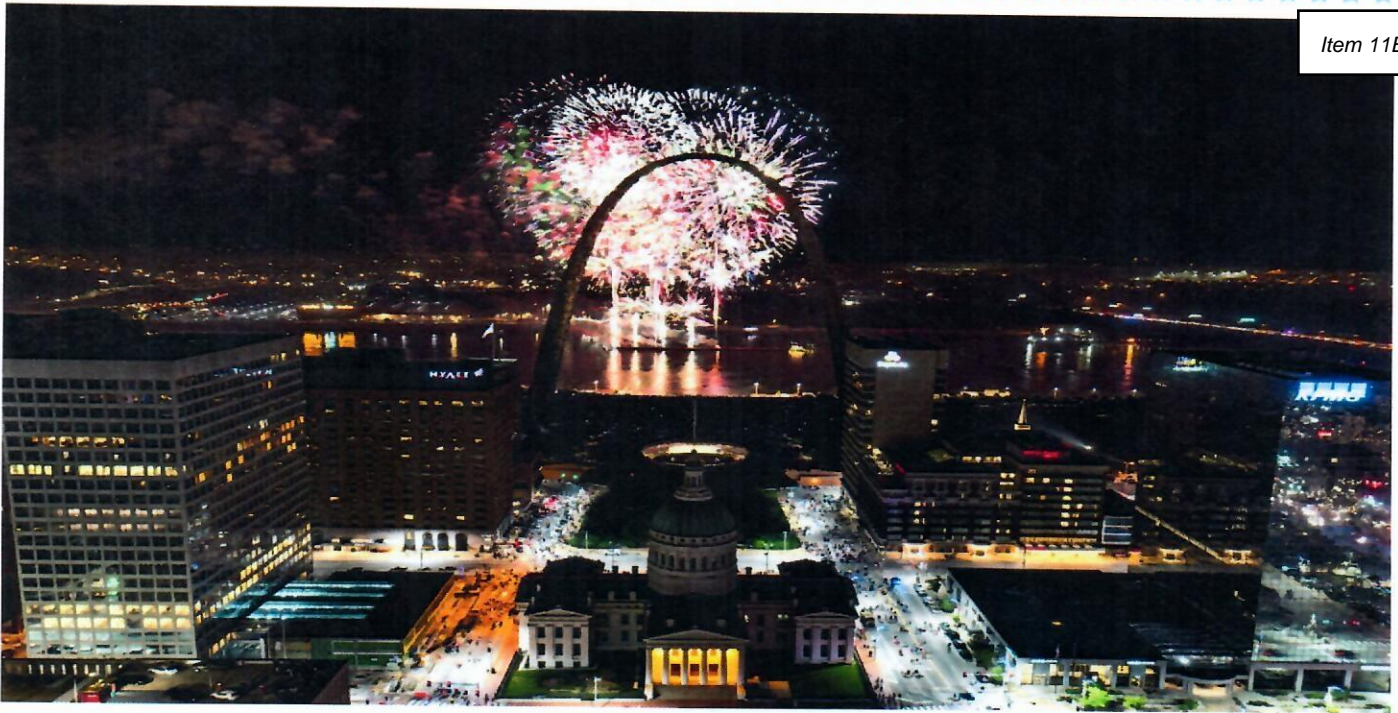
VISIT US AT WWW.STARFIRECORPORATION.COM

800-806-4486

© STARFIRE CORPORATION Contents, pricing & quantities of this proposal are valid for 60 days

CONFIDENTIAL INFORMATION—The data on all pages of this proposal is proprietary, and is to be accorded confidential treatment. This proposal and its contents shall not be disclosed other than to the official representatives of the organization listed on the cover, and only then when used in the evaluation of this proposal for awarding a contract. Any reproduction of the contents of this proposal, whether in whole or in part is expressly forbidden. **STARFIRE CORPORATION requests that all the information included in this proposal submission be safeguarded from release pursuant to any request under the Freedom of Information Law (FOIL) of your state, or any other state or jurisdiction, as it may result in a competitive disadvantage to our company. The enclosed concepts and materials are the sole and exclusive property of STARFIRE CORPORATION Photocopies forbidden without permission of STARFIRE CORPORATION.**

CONTENT SUBJECT TO REDESIGN: We reserve the right to make substitutions in the products, types, quantities and sizes listed herein, provided such substitutions are in accordance with NFPA 1123. The value of this program among other production elements, is based on the programs esthetic look. Different firework effects and shells of the same size may have significantly different values, therefore, a fireworks program can never be valued on shell counts alone. * Insurance limits are valid through our policy period February 15, 2022—February 15, 2023 (Policy subject to renewal at that time)



SCOPE OF SERVICES

Starfire is well known for attentiveness and responsiveness to our clients needs. Our prompt and courteous service, along with our web of strategically located storage and distribution facilities makes us uniquely qualified to design and produce hundreds of events across the Nation. Our diverse list of clientele and their testimonials to our achievements, assures new generations of events that they too are in good company. Within this diverse list of credits and clientele are groups who appreciate the true art of pyrotechnics and welcome the opportunity to be involved in the various stages of their productions. Others however, prefer little if any involvement. Whatever your preference, the finished productions are flawless works of art.

Our strict adherence over the last 50 years to all Bureau of Alcohol Tobacco & Firearms, Department of Transportation, and Occupational Safety & Health Association standards recognizes us as industry leaders in safety and compliance.

Based on our recent conversation we propose the following to ensure turnkey productions:

Design:

1. Provide a preliminary site inspection.
2. Establish the selected firing or launch sites within your parameters.
3. Determine the correct firing and launch specifics regarding equipment and redundancy.
4. Build and assemble to Starfire Corporation specifications launch infrastructure, with strict compliance to NFPA standards.
5. Fully integrate all firing and command locations, into one seamless element.

Production:

1. Maintain any necessary wiring or hardware required.
2. Provide a World Class Synchronized Pyrotechnic display.
3. Strike the command center returning the area in "like condition".



MISSION STATEMENT

Our goal is to provide our clients with an unrivaled level of service in all areas pyrotechnics demonstrating a level of excellence that only Starfire can provide. Many of our clients, and guests they have entertained, have seen fireworks & pyrotechnic displayed to music, but few have enjoyed the sheer magic of a genuine pyro-musical display, where precise design and interpretation allows for the most elaborate juxtaposition of fire, music and pyrotechnics. This is our expertise, and we submit the following creative firework and special effects concepts for your review and consideration.

Concept: The integration of well known musical scores into our productions combines space for the pyrotechnics to develop with a strong sense of direction and purpose. Audiences respond well to contrast, and we use a number of atmospheric effects to create the background for sudden and overwhelming injections of pace, color and scale. These changes are achieved by a sudden change of mood within a piece of music or video presentation, by transitioning from one piece to another. Utilizing your existing launch environment, we will employ all aspects and materials available in our industry; Fireworks and Pyrotechnics. Contained in the following pages are just a few of our choice effects that are built to our specifications, and are designed specifically for venues such as yours.

Design: Utilizing specialized designs and launch apparatus for each event is imperative. Our design engineers who have visited your firing locations, have taken precise measurements to prescribe well in advance exactly what will be needed to ensure that our show design parameters meet our specifications for safety and integrity while maximizing visual impact. Your musical presentation will draw all the elements together into one clear and concise program.

Production: Starfire will provide a site visit to review show specifics and to make certain all materials in our proposal are in conformity with your display site which will meet and exceed local permitting requirements. Our team will deliver and begin the installation of the pyrotechnic materials. The person in charge of the command center will meet with your designated liaison to review musical coordination. Our team will then produce a flawless production.

Technical Crew Assignments

CITY OF Maderia FL

SAMPLING OF LEAD PERSONEL

Aaron Rosenswieg Class A Technician 30+ years experience.
Lisc-NY, NJ, CT, RI

Mike Garafola: Class A Technician 20+ years experience.
Lisc-NY, NJ,

Vince Terrizzi Jr: Class A Technician 30+ years experience
Lisc-OH, IL, NY, NJ CT, SC, MD, VA

Ralph Piacquadio: Chief show designer, City Shows designed-
see next page

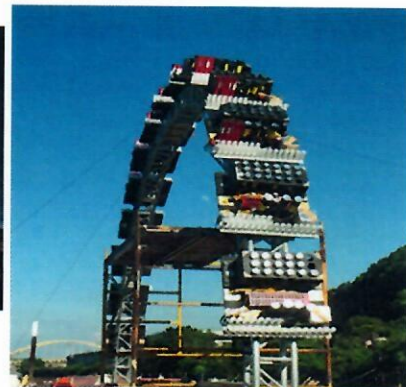
TBD Assistant Technicians TBD 5+ years experience.



NY METS



CITY OF PITTSBURGH



PYRO ARCH

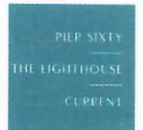
CORPORATE HEADQUATERS
566 THEATER RD. PO BOX 179
ST. BENEDICT, PA 15773
800-806-4486



REFERENCES

STARFIRE CORPORATION

STARFIRE CORPORATION
566 Theater Rd, PO Box 179
ST. Benedict, PA 15773
631-624-4976 ph 814-344-9222 fax





CONFIDENTIAL DO NOT DISTRIBUTE

Recent Clients / Venues

Ms. Patti Golden
Director, Special Events - Ellis Island / Statue of Liberty
Liberty State Park
Jersey City, NJ 212-344-0996

Ms. Nanette Perry
Parks & Recreation
Township of East Brunswick
East Brunswick, NJ 732-390-6850

Ms. Kate Hartwick
Deputy County Director
Essex County
Newark, NJ 973-621-5100

Ms. Marisa Landolfi
Director of Recreation
Cedar Grove
Cedar Grove, NJ 973-239-1410

Mr. Mike Pero
Director of Parks & Recreation
City of Secaucus
Secaucus, NJ 908-757-1800

Mr. Jim Cunningham
Director of Parks & Recreation
Township of Verona
Verona, NJ 201-330-2000

Additional References Furnished Upon Request

In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555), you may engage in the activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. **THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 555.53.** See "WARNINGS" and "NOTICES" on reverse.

Direct ATF ATF - Chief, FELC
Correspondence To 244 Needy Road
 Martinsburg, WV 25405-9431

License/Permit
Number

8-PA-021-24-4E-12673

Chief, Federal Explosives Licensing Center (FELC)

Expiration
Date

May 1, 2024

Name

STARFIRE CORPORATION

Premises Address (Changes? Notify the FELC at least 10 days before the move.)

566 THEATRE ROAD
SAINT BENEDICT, PA 15773-

Type of License or Permit

24-IMPORTER OF EXPLOSIVES

Purchasing Certification Statement

The licensee or permittee named above shall use a copy of this license or permit to assist a transferor of explosives to verify the identity and the licensed status of the licensee or permittee as provided by 27 CFR Part 555. The signature on each copy must be an original signature. A faxed, scanned or e-mailed copy of the license or permit with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Explosives Licensee (FEL) or a responsible person of the FEL. I certify that this is a true copy of a license or permit issued to the licensee or permittee named above to engage in the business or operations specified above under "Type of License or Permit."

Mailing Address (Changes? Notify the FELC of any changes.)

STARFIRE CORPORATION
PO BOX 179
SAINT BENEDICT, PA 15773-

Licensee/Permittee Responsible Person Signature

Position/Title

FILE COPY ONLY

NOT TO BE USED TO PURCHASE EXPLOSIVES

Printed Name

Date

Previous Edition is Obsolete STARFIRE CORPORATION-566 THEATRE ROAD-PA 15773-PA 021-24-4E-12673-May 1, 2024-24-IMPORTER OF EXPLOSIVES

ATF Form 5400.14/5400.15 Part
Revised September 2011

In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555), you may engage in the activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. **THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 555.53.** See "WARNINGS" and "NOTICES" on reverse.

Direct ATF ATF - Chief, FELC
Correspondence To 244 Needy Road
 Martinsburg, WV 25405-9431

License/Permit
Number

8-PA-021-50-4E-02627

Chief, Federal Explosives Licensing Center (FELC)

Expiration
Date

May 1, 2024

Name

STARFIRE CORPORATION

Premises Address (Changes? Notify the FELC at least 10 days before the move.)

566 THEATRE ROAD
SAINT BENEDICT, PA 15773-

Type of License or Permit

50-MANUFACTURER OF EXPLOSIVES

Purchasing Certification Statement

The licensee or permittee named above shall use a copy of this license or permit to assist a transferor of explosives to verify the identity and the licensed status of the licensee or permittee as provided by 27 CFR Part 555. The signature on each copy must be an original signature. A faxed, scanned or e-mailed copy of the license or permit with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Explosives Licensee (FEL) or a responsible person of the FEL. I certify that this is a true copy of a license or permit issued to the licensee or permittee named above to engage in the business or operations specified above under "Type of License or Permit."

Mailing Address (Changes? Notify the FELC of any changes.)

STARFIRE CORPORATION
PO BOX 179
SAINT BENEDICT, PA 15773-

FILE COPY ONLY
NOT TO BE USED TO PURCHASE EXPLOSIVES

Licensee/Permittee Responsible Person Signature

Position/Title

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
PIPELINE AND HAZARDOUS MATERIALS SAFETY ADMINISTRATION

Item 11B.



**HAZARDOUS MATERIALS
CERTIFICATE OF REGISTRATION
FOR REGISTRATION YEAR(S) 2020-2023**

Registrant: STARFIRE CORPORATION
ATTN: Audrey Jean Terrizzi
682 COLE ROAD
CARROLLTOWN, PA 15722-7902

This certifies that the registrant is registered with the U.S. Department of Transportation as required by 49 CFR Part 107, Subpart G.

This certificate is issued under the authority of 49 U.S.C. 5108. It is unlawful to alter or falsify this document.

Reg. No: 053020600012CE **Effective:** July 1, 2020 **Expires:** June 30, 2023

HM Company ID: 21577

Record Keeping Requirements for the Registration Program

The following must be maintained at the principal place of business for a period of three years from the date of issuance of this Certificate of Registration:

- (1) A copy of the registration statement filed with PHMSA; and
- (2) This Certificate of Registration

Each person subject to the registration requirement must furnish that person's Certificate of Registration (or a copy) and all other records and information pertaining to the information contained in the registration statement to an authorized representative or special agent of the U. S. Department of Transportation upon request.

Each motor carrier (private or for-hire) and each vessel operator subject to the registration requirement must keep a copy of the current Certificate of Registration or another document bearing the registration number identified as the "U.S. DOT Hazmat Reg. No." in each truck and truck tractor or vessel (trailers and semi-trailers not included) used to transport hazardous materials subject to the registration requirement. The Certificate of Registration or document bearing the registration number must be made available, upon request, to enforcement personnel.

For information, contact the Hazardous Materials Registration Manager, PHH-52, Pipeline and Hazardous Materials Safety Administration, U.S. Department of Transportation, 1200 New Jersey

Corporate Office

566 Theatre Rd
PO Box 179
St. Benedict, PA 15773

Plant

682 Cole Road
Carrolltown, PA 15722



Item 11B.

Plant/Office

10476 Sunset Dr.
Dittmer, MO 63023

DISPLAY SITE SAFETY GUIDELINES

1. No one shall be permitted on the display site under the influence of alcohol/drugs, whether prescribed by a physician or not, that may impair your judgment, mobility or stability in any way.
2. No smoking shall be permitted on the display site or within 50 feet of any pyrotechnic materials.
3. No unauthorized persons shall be permitted on the display site once pyrotechnic materials have arrived. Sponsors, their designees and persons having Official Jurisdiction, will be permitted only when accompanied by the Site Operator or an experienced assistant. No one under the age of 18 shall be permitted on the display site when pyrotechnic materials are present.
4. Only authorized vehicles are allowed within the display site.
5. All equipment must be checked prior to set-up. If any damage is found, set equipment aside and alert the Operator. If effective repairs cannot be made, the equipment was not be used.
6. All devices and mortars must be checked for debris before anything is loaded into them.
7. All firework devices must be inspected during daylight hours. Look for any damage to the lift charges, lead fuses or exposure to moisture. Never use a firework device that cannot be easily and safely repaired.
8. The Operator will review and demonstrate the proper way of loading the shells into mortars. In the case of electric firing, the Operator will demonstrate how he/she wants the display to be wired and cabled.
9. Never load mortars or attach electric matches inside a vehicle. Never slide, drop or otherwise rough-handle fireworks or boxes containing fireworks.
10. Never drop a shell into a mortar. Hold the lead fuse, electric catch lead or an attached lowering cord and ease it into place. Do not place your head or any other body part over the mouth of the mortar during the loading and ematching of fireworks.
11. Place chain fused fireworks, up wind from non-chained fused fireworks. When loading aerial shells, be sure to load the correct shell size into the proper mortar size.
12. Spotters must be used during the display. They will watch for misfires, malfunctions, devices that may have returned to the ground during the display. Any of these situations must be reported to the Operator immediately.
13. At the conclusion of the display. You must wait a minimum of 15 minutes before approaching the display area. You will check mortars for burning debris. If you find an unfired shell, report it to the Operator immediately.

Corporate Office
566 Theatre Rd
PO Box 179
St. Benedict, PA 15773
Plant
682 Cole Road
Carrolltown, PA 15722



Item 11B.

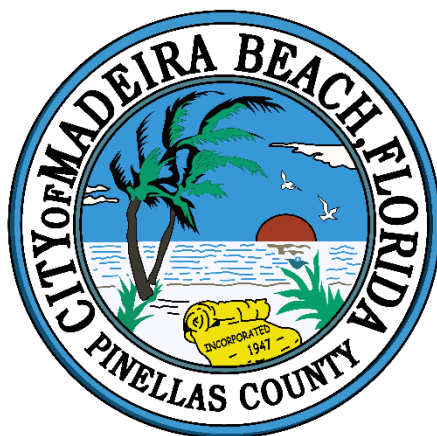
Plant/Office
10476 Sunset Dr.
Dittmer, MO 63023

DISPLAY SITE SAFETY GUIDELINES

14. The display site shall be check for unexploded shells or components. The entire area will be kept clear of any unauthorized personnel until this check is complete. Whenever possible, the Operator or assistant will return to the site early the next day to do another check of the area.

MANDATORY PERSONAL SAFETY EQUIPMENT (minumum)

- Long sleeve shirts, gloves and long pants. (cotton, denim, leather or other natural fiber)
- Hearing protection and Safety glasses during display
- Hard hats (head protection)
- Closed toed shoes
- Approved personal flotation devices (barge, pier & water shows)



Request for Proposal #23-01

Annual Fireworks Displays

Proposals due by February 17th, 2023

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

CONTACT:

Jay Hatch, Recreation Director

Phone: (727)392-0665

Email: jhatch@madeirabeachfl.gov

REQUEST FOR PROPOSAL

Notice is hereby given that the City of Madeira Beach will be accepting proposals for Annual Fireworks Displays for the following dates:

March 17th, 2023
May 6th, 2023
July 3rd, 2023
November 11th, 2023

Proposals clearly labeled Request for Proposal for Annual Fireworks Displays will be received until 10:00 AM on February 17th.

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

INTRODUCTION

The City of Madeira Beach is requesting proposals from qualified and professional fireworks production companies for the purposes of providing fireworks displays on numerous dates throughout the year.

Selected contract shall be effective immediately upon approval for the 2023 display dates with the option for two (2), one (1) year renewals.

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

The proposal must be submitted via mail or email no later than 10:00am on February 17th, 2023, contact below:

City of Madeira Beach
Attn: Jay Hatch
Re: Request for Proposal for Annual Fireworks Displays
300 Municipal Drive
Madeira Beach, FL 33708

or jhatch@madeirabeachfl.gov

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

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

PART A

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

SUBMISSION: Proposals must be received on or before the Due Date and Time (local time) at the City Hall Lobby reception desk located at 300 Municipal Dr., Madeira Beach, Florida, 33708 or via email to jhatch@madeirabeachfl.gov. Proposals must be clearly marked “RFP #23-01 - Re: Request for Proposal for Annual Fireworks Displays”.

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

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

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

ACTIVITY	DATE
Advertisement for Proposal & RFP Issued	February 1, 2023
RFP Submittal Date	February 17, 2023 by 10:00am
Commission Approval	TBD*
Notify Bidder	TBD*

*Tentative and subject to change

MEETING LOCATIONS:

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

QUESTIONS: Each Proposer must examine this proposal, which incorporates all its addenda, instructions, special conditions, and attachments to determine if the requirements are clearly stated. All questions concerning this proposal, such as discrepancies, omissions and exceptions to any term or condition of the REQUEST FOR PROPOSAL documents, including the Sample Agreement, should be submitted in writing. Questions of a material nature must be received prior to the Deadline for Delivery of Questions specified in the schedule.

PART B:**SCOPE OF SERVICES:**

The City of Madeira Beach is requesting proposals from qualified and professional fireworks production companies for the purposes of providing a Fireworks display for the following dates:

March 17th, 2023
May 6th, 2023
July 3rd, 2023
November 11th, 2023

The display shall be fired electronically and the supply, delivery, set-up, firing, breakdown and disposal shall not exceed the budget of \$40,000.

Selected proposal shall be effective immediately upon approval and signature of contract for the 2023 display date with the option for two (2), one (1) year renewals.

Proposers are requested to provide proposals offering the City maximum variety in color, shell size, length and over all effect to **maximize value within the budget**. Length and variety of fireworks display will be considered on the Proposed Cost Schedule.

Indemnification: Due to the inherent dangers in major fireworks displays, the winning Proposer must, and by accepting the work agrees to, indemnify and hold harmless the City, its officers, and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Proposer and persons employed or utilized by the Proposer in the performance of the contract.

Such Proposer indemnification shall not be limited to the amount of comprehensive general liability insurance which it otherwise carries for the event. Nothing contained herein is intended nor shall it be construed to waive the City's rights and immunities under the common law or Florida Statutes § 768.28, as amended. This obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party described in this section.

Proposer shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever, excluding only those in which the damages arose out of the sole negligence of the City or a third party, in connection with the foregoing indemnifications, including, but not limited to, reasonable attorney's fees and costs to defend all claims or suits in the name of the City when applicable.

A. GENERAL INFORMATION

Date/Time	Budget	Length	Fallout Radius	Location
3/17/23 – 9:45PM	\$5,000 - \$6,000	8-10 min	200ft	200 Rex Place
5/6/23 – 9:00PM	\$6,000 - \$8,000	8-10 min	200ft	200 Rex Place
7/3/23 – 9:00PM	\$20,000 - \$25,000	18-20 min	200ft or 420ft	200 Rex Pl or 591 Tom Stuart Causeway
11/11 – 7:30PM	\$6,000 - \$8,000	8-10 min	200ft	200 Rex Place

Note: 7/3/23 display may be proposed from EITHER location, 200 Rex Provides a 200ft fallout and the 591 Tom Stuart Causeway provides for a 420ft fallout.

B. SHELLS

- Proposer must offer a variety of shell types. Shells must have different functions, patterns of break, colors, and sizes. Proposer must provide a list of types of shells offered with the proposal.
- Proposer shall deliver all required equipment, mortar tubes, racks, shells ,etc. to the launch size. The display must be electronically fired.
- The City of Madeira Beach Fire Chief and/or Fire Marshal reserves the right to inspect and count the shells and compare the actual inventory at the site to the material list submitted as part of the final accepted bid proposal.
- Proposer shall be responsible for sufficient electrical cables to ensure fireworks will be set up in the safest manner possible. A shooter's box shall be utilized and proposer shall provide licensed pyrotechnician and assistants with the required protective gear as per NFPA 1123.

C. INCLEMENT WEATHER

- Display will be fired in all weather conditions. The exception may be torrential rain, severe lightning, and sustained winds of 15MPH or greater. If a barge is being utilized and significant weather or rough water hazards exist, the City and Proposer may mutually agree to delay or cancel the display.
- If the display is cancelled due to inclement weather, the City will either:
 - Reschedule the display for the following evening.
 - Not reschedule the display.

D. CANCELLATION/POSTPONEMENT POLICY

- Proposer shall identify all payment requirements the proposer expects the City to pay in the event the Proposer has delivered and set up the display and: (1) The display is cancelled and is not rescheduled (fireworks are not utilized); or (2) the display is postponed until the following evening.

E. CLEAN UP

- The proposer shall be responsible for all set up, tear down, and clean up. The firing location and the staging areas must be restored to their original condition following the display. The proposer must sweep the launch site and locate, identify, and remove any unexploded shells.

F. SAFETY STANDARDS

- a. All fireworks shall be performed according to the National Fire Protection Association Code for the Outdoor Display of Fireworks, NFPA Standard 1123.
 - i. Proposer must perform all work in strict accordance with all applicable Federal, State, and Local laws and regulations.
 - ii. With prior arrangements, the City will provide overnight security, if needed, for fireworks the night before the display and the additional night if the display is postponed for the following evening.

G. LICENSES AND INSURANCE

- a. Valid Federal Explosives License issued by the BATFE – Mandatory
- b. Proposer is responsible for all permits and licenses as required by Federal, State, and Local Authorities
- c. Proposer must provide copies of all permits and licenses to the City of Madeira Beach Fire Chief, Fire Marshal, or designee at least two weeks prior to ANY display.
- d. Liability Insurance in the amount of \$1,000,000 for single occurrence, \$2,000,000 aggregate. City of Madeira Beach and the Pinellas County School Board shall be listed as additional insured under the certificate of insurance.

H. AGENCY NOTIFICATIONS

- a. Proposer will notify all agencies of fireworks display as necessary, i.e. Coast Guard, FAA, etc.
- b. The City of Madeira Beach will coordinate with Pinellas County Sheriff's Office and the Madeira Beach Fire Department to ensure proper safety clearance of fall out zone.

PART C:

PROPOSAL RESPONSE REQUIREMENTS

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

Company Name: My Three Sons Fireworks Company LLC

Address: 11235 Millpond Greens Dr.
Boynton Beach, FL, 33473

Phone #: 561-210-5176

Email Address: josh@mythreesonsfireworks.com

Name of Authorized Representative: Josh Hite

2. Please attach a proposed quote for each of the following dates:

March 17th, 2023, May 6th, 2023, July 3rd, 2023, November 11th, 2023

Quote should be provided in the format typically utilized by the proposing company.

3. Total Cost: 40,000

4. Include a link to any videos or demonstrations of previous work <https://youtu.be/kSrIaon1ciY>

<https://www.youtube.com/watch?v=W7exA4KEr5g>

5. References

(A) Name of Entity: Leukemia and Lymphoma Society.Nature of Services Provided: Public fireworks display for Light The Night event6. Contact Name: Carey StadlerContact Phone Number: 914-821-8954, carey.stadler@lls.org(B) Name of Entity: Swanky Soiree EventsNature of Services Provided: Wedding fireworks displaysContact Name: Christina HarrisContact Phone Number: 941-893-7860(C) Name of Entity: Sumter County.Nature of Services Provided: 4th of July fireworks displayContact Name: Jenny YoderContact Phone Number: 352-748-6655Requests for Additional Information

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

Signature of Proposer's Agent

Title

Owner

Printed Name

Date

Joshua Hite

02/09/2023

City of Madeira Beach

Item 11B.

Fireworks Display Proposal

Prepared for:

Jay Hatch City of Madeira Beach



About Us

My Three Sons Fireworks Company is a premier fireworks display and special effects company catering towards private and public events all over the state of Florida. You may have guessed it! The owner of My Three Sons Fireworks Company, Josh Hite, does have three sons! Family is the most important thing in the world to Josh and his sons love his fireworks displays so much that he named the company after them. Josh has been a fireworks enthusiast his entire life from all aspects of fireworks. He is a proud member of the Florida Pyrotechnics Arts Guild and Pyrotechnics Guild International (PGI). Josh is a certified display operator from PGI and fires all his shows electronically with safety as the number one concern. Josh does shows for clients because when he looks at the sheer awe and enjoyment, the smiles, laughs and cries of the clients when watching his displays, it is one of the most satisfying feelings in the world.

City of Madeira Beach's Event

We are very familiar with and have successfully assisted numerous clients in your industry provide jaw dropping displays. However you envision your event to be, we can make it happen.

Wedding Client Longboat Key, FL



Florida Fall Fireworks Festival



Our Clients

We know how important your next event is and we want to take all of the stress out planning and organizing it for you while making sure it is a great success.



Carey S

Leukemia & Lymphomas Society, Light The Night

November 2022

"My Three Sons Fireworks Company is my fireworks company forever and ever!"

Alexis B

Wedding Client

2022

"Wanted to thank you SO very much for a phenomenal fireworks show! You were the hit of the evening! Everyone raved about how amazing the show was. You were an absolute pleasure to work with, and we can't thank you enough!"

Shell and Cake Sizes and Effects

ROC Park Pier

Cakes

- Cake bore size will range from 0.8" - 2.0"
- Effects included include peonies, chrysanthemums, waterfalls, brocades, crackle, willows, and nishiki kamuros. Colors included are red, green, blue, yellow, gold and white.

Shells

- Shell size will be 2.441", otherwise known as "62mm single shot devices"
- Effects included include peonies, chrysanthemums, waterfalls, brocades, crackle, willows, and bowties. Colors included are red, green, blue, yellow, gold and white.

Comets and Mines

- Shell size will be between 1.0"- 2.0". Colors included are red, green, blue, yellow, gold and white. The colors may vary by show according to the choreography

Madeira Beach Fundamental School

Cakes

- Cake bore size will range from 0.8" - 2.0"
- Effects included include peonies, chrysanthemums, waterfalls, brocades, crackle, willows, and nishiki kamuros. Colors included are red, green, blue, yellow, gold and white.

Shells

- Shell size will be 3.0"-6.0".
- Effects included include peonies, chrysanthemums, waterfalls, brocades, crackle, willows, bowties, flower pistil, waves, crosettes, smiley faces, rings, strobes, and tracers
- Colors included are red, green, blue, yellow, gold and white.

Comets and Mines

- Shell size will be between 1.0"- 2.0". Colors included are red, green, blue, yellow, gold and white. The colors may vary by show according to the choreography

References

1. **Leukemia and Lymphoma Society.** Carey Stadler, 914-821-8954, carey.stadler@lls.org. *Public fireworks display for Light The Night event*
2. **Swanky Soiree Events.** Christina Harris, 941-893-7860, swankysoireeflorida@gmail.com. *Wedding fireworks displays*
3. **Sumter County.** Jenny Yoder, 352-748-6655, jennyy@tdpools.com. *Public fireworks display for the 4th of July*
4. **Pyro Productions.** Josh Lazarus, 201-538-0429, mrjoshua@aol.com. *Public fireworks display for the 4th of July*
5. **Canyon Isles.** Corrine Brown, 561-810-7515, brown4605@aol.com. *Association fireworks display for New Years Eve.*

Examples of Past Work

Show design using our scripting software: <https://youtu.be/kSrIaon1ciY>

Highlight video from prior show in Sumter County: <https://youtu.be/W7exA4KEr5g>

Pricing

Service	Price	QTY	Subtotal
Fireworks Display - 03/17/2023	\$5,000.00	1	\$5,000.00
Fireworks Display - 05/06/2023	\$6,000.00	1	\$6,000.00
Fireworks Display - 07/03/2023	\$23,000.00	1	\$23,000.00
Fireworks Display - 11/11/2023	\$6,000.00	1	\$6,000.00
			\$40,000.00

Event Contract

This Event Contract (the “Contract”) states the terms and conditions that govern the contractual agreement between My Three Sons Fireworks Company having its principal place of business at 11235 Millpond Greens Dr, Boynton Beach, FL, 33473 (the “Company”), and City of Madeira Beach (the “Client”) who agrees to be bound by this Contract.

WHEREAS, the Client is conducting various fireworks displays, on 03/17/23, 05/06/23, 07/03/23 and 11/11/23 (the “Events”); and

WHEREAS, the Company agrees to manage the Events according to the terms and conditions herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises made by the parties within this Contract, the Company and the Client (individually, each a “Party” and collectively, the “Parties”) covenant and agree as follows:

Services

On the dates as noted above with Pricing table, we will assemble a firework Show with 1.4g, 1.4g Pro Product, Articles of Pyrotechnic Product, and/or 1.3g product and will last for approximately ten, ten, twenty and ten minutes respectively in order of the show schedule. This will include: the product, insurance, set-up, and coordination of the show along with clean up. It is understood by both parties that We will clean up all major debris and debris that we are able to see at night time – it is possible that there could be minor debris that we do not see such as paper and it is understood that Client would be

responsible for that cleanup (or engaging a service to clean) if required by the venue.

The display shall be fired electronically using a Cobra Wireless Firing System.

The location for this services will be at and around 200 Rex Pl, Madeira Beach, FL, 33708 and/or 591 Tom Stuart Causeway, Madeira Beach, FL, 33708. The time of the services for fireworks display is to estimated to be around 9:45pm, 9:00pm, 9:00pm and 7:30pm (respectively in order of the shows) as determined by Client.

Cancellations

If it is lighting or thundering the show may be delayed until it will be safe to fire, but the show will be shot if it is raining provided that the wind conditions are safe. The employees of The Company have the right to cancel or delay a show for any reason resulting in unsafe conditions. Outside of any of the above issues if the Client decides to cancel the event, the fireworks display may be moved to another day of the year 2023 if the cancellation occurs more than 48 hours from the event date. If the cancellation occurs within 48 hours of the event, a 75% credit will be given towards another fireworks display in order to cover the cost of labor, restocking, and hazmat fees. If desired, the event can be executed the day after the scheduled event and the Client would owe an additional 25% to the Company.

Payment

The payment shall be made to My Three Sons Fireworks LLC. Payments are accepted by cash, credit card, check, and bank transfer. The address if using a check is 11235 Millpond Greens Dr. Boynton Beach, FL, 33473. There is a 3% convenience fee for using a credit card. Payment details may be reviewed in Schedule B.

Warranties

We shall provide services and meet obligations under this Agreement in a timely and professional manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in Our community and region, and will provide a standard of care equal to, or superior to, care used by service providers like Us on similar projects.

The Client also has a responsibility for the successful execution of the shows. The Client must provide a safe working area to Us and under no circumstances should an unauthorized person enter the fallout area which will be designed and marked off by the Us. We will not fire the show or work on the display leading to the show if there are unauthorized persons in the fallout zone. This is to maintain the highest degree of safety to ensure that The Company, The Client and spectators have a safe and pleasurable experience. It is The Client's responsibility to control the spectators and enforce the rules on not entering an unauthorized area. If the Client would like to enter into the fallout zone prior to the show, they must do so under escort of an employee from The Company.

The Company does have an active insurance policy that covers all our shows. We will clean all the major firework debris.

Remedies on Default

In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Agreement (including without limitation the failure to make a monetary payment when due), the other party may terminate the Agreement by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 30 days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Agreement.

Entire Agreement

This agreement contains the entire agreement of the parties regarding the subject matter of this Agreement, and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

Amendment

This agreement may be modified or amended if the amendment is made in writing and signed by both parties.

Waiver of Contractual Right

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

Applicable Law

This Agreement shall be governed by and construed according to the laws of the State in which then event is taking place in.

Event Contract

IN WITNESS WHEREOF, each of the Parties has executed this Contract, both Parties by its duly authorized officer, as of the day and year set forth below:

My Three Sons Fireworks Company

City of Madeira Beach

Josh Hite

Jay Hatch

Schedule A: My Three Sons Fireworks Company's Duties

Pre-Event planning

My Three Sons Fireworks Company will plan event according to City of Madeira Beach's specifications. We will secure the permit required in order to execute the show on the date of the event.

Physical set up of Event site

My Three Sons Fireworks Company will set up the Event bringing all product, racks, firing system and protective equipment.

Coordination

My Three Sons Fireworks Company will work with the authority holding jurisdiction (AHJ), police and fire department. We will prepare the shoot site for the fire inspection and communicate as necessary the to AHJ, police and fire department.

Execution

My Three Sons Fireworks Company electronically fire the display for the City of Madeira Beach's Events. The show will be fired in accordance to NFPA 1123 standards. The shows will be shot at the priormentioned show length continuously with no extended delays of "black sky".

Cleanup

My Three Sons Fireworks Company will clean the shoot sites to return them to condition that they were in prior to our arrival. This includes removal of major debris, sweeping and removal of any possible unexploded shells. If needed, we will coordinate with our Hazmat 24 hour response team to ensure proper hazardous material removal.

Licenses and Insurance

My Three Sons Fireworks Company will provide certificates of insurance to the City of Madeira Beach and the Pinellas County School Board. We will provide the City of Madeira Beach Fire Chief and Fire Marshal the permit for the shows, our valid BATFE license and shooter certifications two weeks prior to the display.

Schedule B: Payment

Total amount: \$40,000.00

Date	Payment
Immediately	Deposit 15%
04/15/2023	25%
06/01/2023	35%
11/01/2023	25%

Date: February 28, 2023
To: Hon. Mayor and Board of Commissioners
Through: Robin Gomez, City Manager
From: Jay Hatch, Recreation Director
Subject: Award of RFP #23-01 - Annual Fireworks Displays

Background

On February 1, 2023, the City of Madeira Beach released a Request for Proposals for Annual Fireworks Displays. Within the RFP, 4 dates were requested to provide with fireworks display quotes: March 17th, May 6th, July 3rd, and November 11th. Four proposals were received and are included for additional review.

Staff and the Board of Commissioners discussed the attached summation of proposals at the February 22nd Workshop Meeting and came to the consensus to bring forward the Master Pyro LLC RFP for approval at the next available Board of Commissioners Meeting.

Fiscal Impact

Per the RFP provided by Master Pyro LLC, the total price for the displays would be \$35,000.

Recommendation

Based on evaluation of the provided proposals and discussion with the Board of Commissioners, it is recommended that the City move forward with the proposal provided by Master Pyro LLC.

Attachment(s):

- Fireworks Comparison – RFP
- RFP #23-01 - Re Request for Proposal for Annual Fireworks Displays
- RFP 23-01 - Explosive Touch
- RFP #23-01 Starfire Corporation Madeira Bch FWs
- RFP 23-01 - MTS



Memorandum

Meeting Details: March 8, 2023

Prepared For: Mayor & Board of Commissioners

From: Megan Wepfer, Public Works Director

Subject: Resolution 2023-02 to enter into a State Funded Grant Agreement with FDOT for Area 6a

Background

The City of Madeira Beach requested State of Florida Appropriations for Roadway and Stormwater Improvements in area 6A. Area 6A includes 155th Ave., 154th Ave., 153rd Ave., 1st St., 2nd St., Harbor Dr., and Municipal Dr. Area 6 is our next area for road improvements as per our Capital Improvements Project and will consist of storm drain improvements, curb replacement, sidewalk replacement, utility upgrades, and milling and resurfacing of the roadway. The City of Madeira Beach will enter into a Joint Participation Agreement with Pinellas County to cover the cost of replacing aging potable water, reclaimed water, and sewer lines. Area 6 has five (5) stormwater outfalls that will be replaced or lined, all shown on the attached stormwater layout and circled in red. Our city has five (5) major outfalls and two (2) are in area 6a, labeled on the attached stormwater layout. This project area will improve the safety of our roadways that are cracking and sinking, improve mobility for those with physical impairments by replacing the sidewalk, and improve the commuter experience by having safer roadways available. Staff received \$1M in funding for this project area that will help with engineering and construction.

Fiscal Impact

The grant is a 50% match up to \$2,000,000.00. Staff has \$200,000.00 budgeted for engineering services in FY23 Budget.

Recommendation(s)

Staff recommends the city accept and enter into a state-funded grant agreement with the State of Florida Department of Transportation (FDOT) for the purpose of construction and engineering construction services for the Area 6a Roadways Improvements.

Attachments

- ⌚ Resolution 2023-02.
- ⌚ Area 6a Draft Agreement
- ⌚ Area 6a Stormwater layout

RESOLUTION 2023-02

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, AUTHORIZING THE CITY TO ENTER INTO A STATE-FUNDED GRANT AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR THE PURPOSE OF CONSTRUCTION AND CONSTRUCTION ENGINEERING INSPECTION SERVICES FOR THE MADEIRA BEACH ROADWAY IMPROVEMENTS AREA 6 PROJECT; FINDING THAT A PUBLIC PURPOSE WILL BE SERVED BY ENTERING INTO SUCH AGREEMENT; AUTHORIZING THE MAYOR TO EXECUTE THE STATE-FUNDED GRANT AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF.

WHEREAS, the City has received a grant from the State of Florida Department of Transportation (FDOT) for the purpose of construction and construction engineering inspection services for the Madeira Beach Roadway Improvements Area 6 Project; and

WHEREAS, the City is required to enter into a State-Funded Grant Agreement in order to receive the grant funds.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, IN SESSION DULY ASSEMBLED:

Section 1. That the Mayor is authorized to enter into a State-Funded Grant Agreement with the State of Florida Department of Transportation (FDOT) to obtain the grant from the FDOT for construction and construction engineering inspection services for the Madeira Beach Roadway Improvements Area 6 Project.

Section 2. That the Board of Commissioners of the City of Madeira Beach finds that a public purpose is served by entering into the aforesaid Grant Agreement and making the necessary expenditures and commitments as required by such Grant Agreement.

Section 3. That this Resolution shall take effect immediately upon its adoption.

INTRODUCED AND ADOPTED THIS _____ DAY OF _____, 2023, BY THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA.

John B. Hendricks, Mayor

ATTEST:

Clara VanBlargan, MMC, MSM, City Clerk

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

PROGRAM MANAGEMENT
05/21

Item 12A.

FPN: <u>449181 2 54 01</u>	Fund: <u>GR23, LFP</u> Org Code: _____	FLAIR Category: _____ FLAIR Obj: _____
FPN: _____	Fund: _____ Org Code: _____	FLAIR Category: _____ FLAIR Obj: _____
FPN: _____	Fund: _____ Org Code: _____	FLAIR Category: _____ FLAIR Obj: _____
County No: <u>15 (Pinellas)</u>	Contract No: _____	Vendor No: <u>F596000366006</u>

THIS STATE-FUNDED GRANT AGREEMENT ("Agreement") is entered into on _____, (This date to be entered by DOT only)
by and between the State of Florida Department of Transportation, ("Department"), and the City of Madeira Beach, ("Recipient"). The

Department and the Recipient are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties".

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

- 1. Authority:** The Department is authorized to enter into this Agreement pursuant to Sections 334.044, 334.044(7), and (*select the applicable statutory authority for the program(s) below*):
 - ☐ Section 339.2817 Florida Statutes, County Incentive Grant Program (CIGP), (CSFA 55.008)
 - ☐ Section 339.2818 Florida Statutes, Small County Outreach Program (SCOP), (CSFA 55.009)
 - ☐ Section 339.2816 Florida Statutes, Small County Road Assistance Program (SCRAP), (CSFA 55.016)
 - ☐ Section 339.2819 Florida Statutes, Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
 - ☒ Local Transportation Projects , Specific Appropriations SB1380, HB4371 , CSFA 55.039

The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"**, **Recipient Resolution**, and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

- 2. Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in the construction and construction engineering inspection (CEI) services for the Madeira Beach Roadway Improvements-Area 6 project, as further described in **Exhibit "A", Project Description and Responsibilities**, attached to and incorporated into this Agreement ("Project"); to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.
- 3. Term of the Agreement, Commencement and Completion of the Project:** This Agreement shall commence upon full execution by both Parties and the Recipient shall complete the Project on or before 06/03/2025. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The Recipient acknowledges that no funding for the Project will be provided by the State under this Agreement for work on the Project that is not timely completed and invoiced in accordance with the terms of this Agreement, or for work performed prior to full execution of the Agreement. Notwithstanding the expiration of the required completion date provided in this Agreement and the consequent potential unavailability of any unexpended portion of State funding to be provided under this Agreement, the

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

PROGRAM MANAGEMENT
05/21

Item 12A.

Recipient shall remain obligated to complete all aspects of the Project identified in **Exhibit "A"** in accordance with the remaining terms of this Agreement, unless otherwise agreed by the Parties, in writing.

Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Recipient for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Recipient shall not begin the construction phase of the Project until the Department issues a written Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Recipient shall request a Notice to Proceed from the Department.

- 4. Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.
- 5. Termination or Suspension of Project:** The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable laws or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.
 - a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the Department's determination to terminate the Agreement, with instructions as to the effective date of termination or to specify the stage of work at which the Agreement is to be terminated.
 - b. The Parties to this Agreement may also terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions through mutual written agreement.
 - c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.
 - d. Upon termination of this Agreement, the Recipient shall, within thirty (30) days, refund to the Department any funds determined by the Department to have been expended in violation of this Agreement.
- 6. Project Cost:**
 - a. The estimated cost of the Project is \$2,000,000.00. This amount is based upon the Schedule of Financial Assistance in **Exhibit "B", Schedule of Financial Assistance**, attached and incorporated in this Agreement. The Schedule of Financial Assistance may be modified by execution of an amendment of the Agreement by the Parties.
 - b. The Department agrees to participate in the Project cost up to the maximum amount of \$1,000,000.00 and, additionally the Department's participation in the Project shall not exceed N/A% of the total cost of the Project, and as more fully described in **Exhibit "B"**. The Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of an amendment. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits incurred in connection with completion of the Project.
 - c. The Department's participation in eligible Project costs is subject to, but not limited to:
 - i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;

- ii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and
- iii. Department approval of the Project scope and budget at the time appropriation authority becomes available.

7. Compensation and Payment:

- a. The Department shall reimburse the Recipient for costs incurred to perform services described in the Project Description and Responsibilities in **Exhibit "A"**, and as set forth in the Schedule of Financial Assistance in **Exhibit "B"**.
- b. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**, Project Description and Responsibilities. Any changes to the deliverables shall require an amendment executed by both parties.
- c. Invoices shall be submitted no more often than monthly and no less than quarterly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in **Exhibit "A"**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursements. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.
- d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F"**, **Contract Payment Requirements**.
- e. Travel expenses are not compensable under this Agreement.
- f. Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

Recipients receiving financial assistance from the Department should be aware of the following time frames. Inspection and approval of deliverables and costs incurred shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables and costs incurred are received, inspected, and approved.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

Item 12A.
PROGRAM MANAGEMENT
05/21

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to a Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Recipient who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- g.** The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- h. Progress Reports.** Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.
- i.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- j.** The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- k.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's financial assistance for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Recipient. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.
- l.** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

PROGRAM MANAGEMENT
05/21

Item 12A.

- m. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation, shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- n. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the execution of this Agreement, costs incurred prior to issuance of a Notice to Proceed, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved Schedule of Financial Assistance in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

8. General Requirements:

The Recipient shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

- a. The Recipient must obtain written approval from the Department prior to performing itself (through the efforts of its own employees) any aspect of the Project that will be funded under this Agreement.
 - ☐ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce**. In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- b. The Recipient shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- c. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
- d. The Recipient shall have the sole responsibility for resolving claims and requests for additional work for the Project by the Recipient's contractors and consultants. No funds will be provided for payment of claims or additional work on the Project under this Agreement without the prior written approval of the claim or request for additional work by Department.

9. Contracts of the Recipient

- a. The Department has the right to review and approve any and all third party contracts with respect to the Project before the Recipient executes any contract or obligates itself in any manner requiring the disbursement of Department funds under this Agreement, including consultant or construction contracts or amendments thereto. If the Department exercises this right and the Recipient fails to obtain such approval, the Department may deny payment to the Recipient. The Department may review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- b. It is understood and agreed by the parties hereto that participation by the Department in a project that involves the purchase of commodities or contractual services or the purchasing of capital equipment or the equipping of facilities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 Florida Statutes, is contingent on the Recipient complying in full with the provisions of Chapter 287.057 Florida Statutes. The Recipient shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057 Florida Statutes. It shall be the sole responsibility of the Recipient to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders,

construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B"**, or that are not consistent with the Project description and scope of services contained in **Exhibit "A"** must be approved by the Department prior to Recipient execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department.

- c. Participation by the Department in a project that involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

10. Design and Construction Standards and Required Approvals: In the event the Project includes construction the following provisions are incorporated into this Agreement:

- a. The Recipient is responsible for obtaining all permits necessary for the Project.
- b. In the event the Project involves construction on the Department's right-of-way, the Recipient shall provide the Department with written notification of either its intent to:
 - i. Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Recipient shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or
 - ii. Construct the Project utilizing existing Recipient employees, if the Recipient can complete said Project within the time frame set forth in this Agreement. The Recipient's use of this option is subject to approval by the Department.
- c. The Recipient shall hire a qualified contractor using the Recipient's normal bid procedures to perform the construction work for the Project. For projects that are not located on the Department's right-of-way, the Recipient is not required to hire a contractor prequalified by the Department unless the Department notifies the Recipient prior to letting that they are required to hire a contractor prequalified by the Department.
- d. The Recipient is responsible for provision of Construction Engineering Inspection (CEI) services. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall have the right to approve the CEI firm. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Subject to the approval of the Department, the Recipient may choose to satisfy the requirements set forth in this paragraph by either hiring a Department prequalified consultant firm or utilizing Recipient staff that meet the requirements of this paragraph, or a combination thereof.
- e. The Recipient is responsible for the preparation of all design plans for the Project. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant for the design phase of the Project using the Recipient's normal procurement procedures to perform the design services for the Project. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. All design work on the Project shall be performed in accordance with the requirements of all applicable laws and governmental rules and regulations and federal and state accepted design standards for the type of construction contemplated by the Project, including, as applicable, but not

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

PROGRAM MANAGEMENT
05/21

Item 12A.

limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices (MUTCD) and the AASHTO Policy on Geometric Design of Streets and Highways. If any portion of the Project will be located on, under, or over any Department-owned right-of-way, the Department shall review the Project's design plans for compliance with all applicable standards of the Department, as provided in **Exhibit "O", Terms and Conditions of Construction**, which is attached to and incorporated into this Agreement.

- f. The Recipient shall adhere to the Department's Conflict of Interest Procedure (FDOT Topic No. 375-030-006).
- g. The Recipient will provide copies of the final design plans and specifications and final bid documents to the Department's Construction Project Manager prior to commencing construction of the Project. The Department will specify the number of copies required and the required format.
- h. The Recipient shall require the Recipient's contractor to post a payment and performance bond in accordance with applicable law.
- i. The Recipient shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Recipient and Department standards.
- j. Upon completion of the work authorized by this Agreement, the Recipient shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as **Exhibit "C", Engineers Certification of Completion**. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.
- k. The Recipient shall provide the Department with as-built plans of any portions of the Project funded through the Agreement prior to final inspection.

11. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

- a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

☐ shall

☐ shall not

maintain the improvements located on the Department right-of-way made for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the State funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

12. State Single Audit: The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

Item 12A.
PROGRAM MANAGEMENT
05/21

financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or the Auditor General.

- b. The Recipient, a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:
- i. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "J", State Financial Assistance (Florida Single Audit Act)** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
 - ii. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
 - iii. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Recipient's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).
 - iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

PROGRAM MANAGEMENT
05/21

Item 12A.

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

- v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
 - vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.
 - vii. Upon receipt, and within six months, the Department will review the Recipient's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
 - viii. As a condition of receiving state financial assistance, the Recipient shall permit the Department, or its designee, DFS or the Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or the Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

13. Restrictions, Prohibitions, Controls and Labor Provisions:

- a. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid 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 any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

PROGRAM MANAGEMENT
05/21

Item 12A.

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 any public entity; and may not transact business with any public entity.

- c. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.
- d. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. The Recipient shall:
 - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and
 - ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- g. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

14. Indemnification and Insurance:

- a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.
- b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or the Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.
- c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT]'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

- d. The Recipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultants have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.
- e. If the Recipient elects to self-perform the Project, and such self-performance is approved by the Department in accordance with the terms of this Agreement, the Recipient may self-insure and proof of self-insurance shall be provided to the Department. If the Recipient elects to hire a contractor or consultant to perform the Project, then the Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Recipient shall, or cause its contractor to cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Recipient is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.
- f. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Recipient shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

PROGRAM MANAGEMENT
05/21

Item 12A.

shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

- g.** When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

15. Miscellaneous:

- a.** In no event shall any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- b.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- c.** The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- d.** By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- e.** Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.
- f.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- g.** The Department reserves the right to unilaterally terminate this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes.
- h.** The Recipient agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes
- i.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Recipient agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.
- j.** This Agreement does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

16. Exhibits.

- a.** **Exhibits A, B, D, F, and J** are attached to and incorporated into this Agreement.
- b.** ☒ The Project will involve construction, therefore, **Exhibit "C"**, Engineer's Certification of Compliance is attached and incorporated into this Agreement.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

PROGRAM MANAGEMENT
05/21

Item 12A.

- c. ☐ Alternative Advance Payment Financial Provisions are used on this Project. If an Alternative Pay Method is used on this Project, then **Exhibit "H"**, Alternative Advance Payment Financial Provisions, is attached and incorporated into this Agreement.
- d. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.
- e. ☐ A portion or all of the Project will utilize the Department's right-of-way and, therefore, **Exhibit O, Terms and Conditions of Construction in Department Right-of-Way**, is attached and incorporated into this Agreement.
- f. ☐ The following Exhibit(s), in addition to those listed in 16.a. through 16.f., are attached and incorporated into this Agreement: _____

g. Exhibit and Attachment List

Exhibit A: Project Description and Responsibilities

Exhibit B: Schedule of Financial Assistance

*Exhibit C: Engineer's Certification of Compliance

Exhibit D: Recipient Resolution

Exhibit F: Contract Payment Requirements

*Exhibit H: Alternative Advance Payment Financial Provisions

Exhibit J: State Financial Assistance (Florida Single Audit Act)

*Exhibit K: Advance Project Reimbursement

*Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

*Additional Exhibit(s): _____

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

The remainder of this page intentionally left blank.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

PROGRAM MANAGEMENT
05/21

Item 12A.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

RECIPIENT City of Madeira Beach

STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION

By: _____

Name: John B. Hendricks

Title: Mayor

By: _____

Name: Richard Moss, P.E.

Title: Director of Transportation Development

Legal Review:

By: _____

Name: _____

EXHIBIT A**PROJECT DESCRIPTION AND RESPONSIBILITIES**FPN: 449181 2 54 01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and
City of Madeira Beach (the Recipient)

PROJECT LOCATION:

- ☐ The project is on the National Highway System.
- ☐ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS:

PROJECT DESCRIPTION: The construction and construction engineering inspection (CEI) services for the Madeira Beach Roadway Improvements-Area 6 project. The project will consist of roadway and drainage improvements of 1st Street East, 2nd Street East, Harbor Drive and Municipal Drive. Improvements of the project will include upgraded stormwater collection system, potable water services, new FHA to meet current NFPA regulations, new curb and new roadway asphalt.

SPECIAL CONSIDERATIONS BY RECIPIENT:

The Project shall be designed and constructed in accordance with the requirements of all applicable laws and governmental rules and regulations and state accepted design standards for the type of construction contemplated by the Project, including, as applicable, but not limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices (MUTCD) and the AASHTO Policy on Geometric Design of Streets and Highways.

The Agency shall adhere to the Department's Conflict of Interest Procedure (FDOT Topic No. 375-030-006).

The Agency shall submit a Consultants' Competitive Negotiation Act (CCNA) certification for any consultant work to be performed by a consultant.

The Agency shall submit the FDOT Vendor Eligibility Check Prior to Contract Award form (Form No. 375-030-91) for consultants/contractors and their subs to comply with the agreement requirements of section 13. Restrictions, Prohibitions, Controls and Labor Provisions. The form can be accessed at the Department's Policy & Process Management site: <https://pdl.fdot.gov/>

The Agency will submit 100% and final design plans (at a minimum) to the Department for review and approval.

The Agency will submit to the Department the project Bid Package to include Specifications, updated construction estimate, draft construction contract and the Agency's Certification Clear Package. All above items must be reviewed, approved and a Notice to Proceed must be issued by the Department prior to any construction related activities, including project advertisement. The Certification Clear Package must include the following items completed and signed by the authorized Agency representative:

1. Right of Way Certification Form
2. Rail Clear Letter

3. Permits Clear Letter
4. Utilities Clear/Coordinated Letter
5. Consultant's Competitive Negotiations Act (CCNA) Clear Letter (only applicable for CEI)
6. Contamination Certification

The Agency shall be responsible for identification and remediation, including all associated costs, of any hazardous materials and contamination encountered while implementing the project.

The Agency will be responsible for following Florida Statutes regarding project permitting. The Agency may prepare a Project Environmental Impact Report (PEIR) to support its acquisition of appropriate environmental permits and satisfy other agreements with the Department.

The Agency shall be responsible to identify, notify and coordinate with all Utility Agency/Owners having facilities within the project limits.

If at any moment during project implementation it is determined that the approved project schedule cannot be met, the Agency will immediately notify the Department in writing, accompanied by a revised project schedule. Failure to comply with these requirements may be cause for termination of this project agreement and withdrawal of Department funding.

The Agency will provide progress billing invoices with appropriate back-up documentation to the Department on a quarterly basis or sooner as of the execution date of the agreement. A progress report will be required each quarter, even if there is no activity for a reporting period. Invoice payments will be made on a pro-rata basis as a percentage of the state grant funding amount compared to the project cost.

For projects that have participating and non-participating items, the local agency must submit invoices clearly depicting and differentiating the participating and non-participating items of expenditures that are state or locally funded. Pay item plan sheets must also separate and distinguish between participating and non-participating items. Non-participating costs are the responsibility of the Agency.

Construction related activities, including project advertisement, conducted prior to Notice to Proceed will not be reimbursed.

The Agency shall be required to notify the Department of any construction changes (change orders) and receive approval from the Department prior to the changes being constructed in order to be reimbursed for the changes.

The Agency shall provide the Department with as-built plans of any portions of the Project funded through the Agreement prior to final Inspection.

After the completion of the project, the Agency must submit the final invoice and Exhibit "C," Engineers Certification of Completion" of the project to the Department within 120 days after the completion. Invoices after the 120-day time period may not be paid.

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) Study to be completed by N/A.
- b) 100% plans and project clears submitted to the Department by 11/07/2023.
- c) Design to be completed and submitted to the Department by 01/10/2024.
- d) Construction contract to be let by 03/03/2024.
- e) Construction to be completed by 02/03/2025.

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

Department will issue a Notice to Proceed to the Agency after final execution of this agreement.

Upon receipt of an invoice, the Department will have twenty (20) working days to review and approve the goods and services submitted for payment.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

Item 12A.

MANAGEMENT
 8/21
 Page 1 of 1

EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS: City of Madeira Beach 300 Municipal Drive Madeira Beach, FL 33708		FINANCIAL PROJECT NUMBER: 449181 2 54 01			
PHASE OF WORK by Fiscal Year:		MAXIMUM PARTICIPATION			
		(1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	Indicate source of Local funds
Design- Phase 34	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Design Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
Right-of-Way- Phase 44	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Right-of-Way Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
Construction- Phase 54	Maximum Department Participation (Local Transportation Projects)	\$2,000,000.00	\$1,000,000.00	\$1,000,000.00	<input type="checkbox"/> In-Kind <input checked="" type="checkbox"/> Cash
FY: 2023	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Construction Cost		\$2,000,000.00 %	\$1,000,000.00 %	\$1,000,000.00 %	
Construction Engineering and Inspection - Phase 64	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Construction Engineering and Inspection Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
(Phase :)	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
TOTAL COST OF THE PROJECT		\$2,000,000.00	\$1,000,000.00	\$1,000,000.00	

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Marcia Haines

District Grant Manager Name

Signature

Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

Item 12A.

MANAGEMENT
05/21
Page 1 of 1**EXHIBIT C****ENGINEER'S CERTIFICATION OF COMPLIANCE**

Engineer's Certification of Compliance. The Recipient shall complete and submit the following Notice of Completion and, if applicable, Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

NOTICE OF COMPLETION

STATE-FUNDED GRANT AGREEMENT

Between

THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and CITY OF MADEIRA BEACH

PROJECT DESCRIPTION:The construction and construction engineering inspection (CEI) services for the Madeira Beach Roadway Improvements-Area 6 project. The project will consist of roadway and drainage improvements of 1st Street East, 2nd Street East, Harbor Drive and Municipal Drive. Improvements of the project will include upgraded stormwater collection system, potable water services, new FHA to meet current NFPA regulations, new curb and new roadway asphalt.

FPID#: 449181 2 54 01

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of _____, 20__.

By: _____

Name: _____

Title: _____

ENGINEER'S CERTIFICATION OF COMPLIANCE

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification the Recipient shall furnish the Department a set of "as-built" plans certified by the Engineer of Record/CEI.

By: _____, _____ P.E.

SEAL:

Name: _____

Date: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

Item 12A.

PROGRAM MANAGEMENT
05/21
Page 1 of 1

EXHIBIT D

RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

Item 12A.

MANAGEMENT
05/21
Page 1 of 2**EXHIBIT F****CONTRACT PAYMENT REQUIREMENTS**
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

Salaries: Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

Fringe benefits: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

Travel: Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

Other direct costs: Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

Indirect costs: If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT**EXHIBIT J****STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)****THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:****Awarding Agency:** Florida Department of Transportation

State Project Title and CSFA Number:

- ☐ County Incentive Grant Program (CIGP), (CSFA 55.008)
- ☐ Small County Outreach Program (SCOP), (CSFA 55.009)
- ☐ Small County Road Assistance Program (SCRAP), (CSFA 55.016)
- ☐ Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
- ☒ Local Transportation Projects, CSFA 55.039

***Award Amount:** \$1,000,000.00

*The state award amount may change with supplemental agreements

Specific project information for CSFA Number is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:**State Project Compliance Requirements for CSFA Number are provided at:
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

