



AGENDA
CITY OF ORMOND BEACH, FLORIDA
CITY COMMISSION MEETING
May 18, 2021
7:00 PM

Mayor Bill Partington

Zone 1 – Commissioner Dwight Selby

Zone 3 – Commissioner Susan Persis

Zone 2 – Commissioner Troy Kent

Zone 4 – Commissioner Rob Littleton

COMMISSION CHAMBERS

22 South Beach Street, Ormond Beach, FL 32174

Phone: 386-677-0311

Web: www.ormondbeach.org

***Please see page 4 of this agenda for information on meeting procedures
and public commenting information.***

- 1. CALL TO ORDER**
- 2. INVOCATION**
- 3. PLEDGE OF ALLEGIANCE**
- 4. AUDIENCE REMARKS - REGARDING ITEMS NOT ON THE AGENDA**
- 5. APPROVAL OF MINUTES**

A. Minutes from City Commission meeting – May 4, 2021

6. CONSENT AGENDA

The action proposed is stated for each item on the Consent Agenda. Unless a City Commissioner removes an item from the Consent Agenda, no discussion on individual items will occur and a single motion will approve all items.

- A. **RESOLUTION NO. 2021-84:** A RESOLUTION APPOINTING A MEMBER TO SERVE ON THE CITIZENS' LAW ENFORCEMENT ADVISORY BOARD; SETTING FORTH TERMS AND CONDITIONS OF SERVICE; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Kate Settle, City Clerk (386-676-3340)

- B. **RESOLUTION NO. 2021-85:** A RESOLUTION AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION BETWEEN THE CITY OF ORMOND BEACH AND UNIVERSAL ENGINEERING SCIENCES, INC. FOR THE PROVISION OF BUILDING INSPECTION SERVICES ON AN AS-NEEDED BASIS; AUTHORIZING PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Steven Spraker, Planning Director (386-676-3341)

- C. **RESOLUTION NO. 2021-86:** A RESOLUTION ACCEPTING A PROPOSAL FROM RAFTELIS FINANCIAL CONSULTANTS, INC., REGARDING PROFESSIONAL SERVICES TO CONDUCT AN IMPACT FEE STUDY UPDATE; AUTHORIZING THE EXECUTION OF AN AGREEMENT AND PAYMENT THEREFOR; REJECTING ALL OTHER PROPOSALS; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Steven Spraker, Planning Director (386-676-3341)

- D. **RESOLUTION NO. 2021-87:** A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT FOR THE DISTRIBUTION OF PROCEEDS OF THE LOCAL OPTION FUEL TAX; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Kelly McGuire, Finance Director (386-676-3226)

- E. **RESOLUTION NO. 2021-88:** A RESOLUTION ACKNOWLEDGING A CHANGE IN THE CORPORATE ENTITY PROVIDING SCALE INHIBITOR TO THE CITY FROM AMERICAN WATER CHEMICALS, INC. TO AMAYA SOLUTIONS, INC. D/B/A AMERICAN WATER CHEMICALS, INC.; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Shawn Finley, Public Works Director (386-676-3292)

- F. **RESOLUTION NO. 2021-89:** A RESOLUTION AUTHORIZING AND DIRECTING THE EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN THE COUNTY OF VOLUSIA AND THE CITY OF ORMOND BEACH FOR INSTALLATION OF FOUR RADAR FEEDBACK SIGNS ALONG NORTH BEACH STREET; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Shawn Finley, Public Works Director (386-676-3292)

- G. **RESOLUTION NO. 2021-90:** A RESOLUTION AUTHORIZING THE SOLE SOURCE PROCUREMENT OF PROFESSIONAL SERVICES FROM UTILID, LLC TO PREPARE A UTILITIES VALUE ANALYSIS REGARDING DEVELOPMENT OF LAND WEST OF I95 AND SOUTH OF SR40; AUTHORIZING THE EXECUTION OF AN AGREEMENT AND PAYMENT THEREFORE; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Shawn Finley, Public Works Director (386-676-3292)

- H. **RFP for Debris Removal, Reduction, and Recovery for the City of Ormond Beach**

Staff Contact: Kevin Gray, Deputy Public Works Director (386-676-3577)

Disposition: Approve as recommended in the City Manager memorandum dated May 18, 2021.

I. Countywide FY 2020-2021 Edward Byrne Memorial Justice Assistance Grant Funds Distribution

Staff Contact: Loretta Moisio, Grants Coordinator (386-676-3315)

Disposition: Approve as recommended in the City Manager memorandum dated May 18, 2021.

7. FIRST READING OF ORDINANCES

- A. **ORDINANCE NO. 2021-18:** AN ORDINANCE APPROVING THE FINAL PLAT FOR THE "ORMOND GRANDE" SUBDIVISION, A PLANNED RESIDENTIAL DEVELOPMENT; ESTABLISHING CONDITIONS AND EXPIRATION DATE OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Steven Spraker, Planning Director (386-676-3341)

8. RESOLUTIONS

- A. **RESOLUTION NO. 2021-91:** A RESOLUTION APPROVING THE USE OF GEOMETRIC PATTERNS ON THE FACADE OF THE "PUBLIX" AT 101 EAST GRANADA BOULEVARD; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Steven Spraker, Planning Director (386-676-3341)

9. REPORTS, SUGGESTIONS, REQUESTS

10. ADJOURNMENT

*****MEETING PROCEDURES AND PUBLIC PARTICIPATION INFORMATION ARE ON THE FOLLOWING PAGE*****

MEETING PROCEDURES AND PUBLIC PARTICIPATION INFORMATION

In order to follow federal, state, and local guidelines regarding public gatherings, and to protect residents, staff, and elected officials due to the COVID-19 virus, physical access to this meeting will be restricted as outlined below. *Those interested in the meeting can also listen through electronic means and utilize the provided online or alternative commenting methods to participate.*

The following information is also available at www.ormondbeach.org/ccmtg.

How To Listen Live

The meeting audio will be streamed live online at www.ormondbeach.org/live. Any member of the public who wishes to listen to the meeting live can do so at that link. The recording of the meeting will be available the following day online at www.ormondbeach.org/ccrecordings.

Access Restrictions

Space will be limited due to social distancing and grouping guidelines. If you wish to listen to the meeting, or submit comments on agenda items, and are able to use the online options provided, you are encouraged to do so. This will help ensure that all those who wish to participate may be able to.

Members of the public wishing to attend the meeting in person are advised of the following guidelines:

- Those in attendance should practice social distancing when inside the building, entering the building, and exiting the building. The wearing of masks is encouraged.
- There will be limited designated socially distanced seating available in the Commission Chambers and in the atrium. *All those in attendance must sit only in the designated socially distanced seating.*
- If all available designated socially distanced seats are being utilized, overflow individuals will need to wait outside the building until space frees up.
- Those in attendance will be required to adhere to social distancing guidelines, including only sitting in designated socially distanced seating.

Public Comments

The City Commission welcomes public comment on agenda items. Those wishing to make comments on any item on the May 18, 2021 meeting agenda may do so via remote submission, as outlined below, *or* in person – following the guidelines stated herein.

Remote submissions of comments on an agenda item may be submitted the following ways:

- **Through an online form:** The form is available at www.ormondbeach.org/agendacomment. You will be asked to provide your name, address, and identify the agenda item you are commenting on.
- **By fax:** You may send your comment via fax to (386) 676-3330. Please provide your name, address, and identify the agenda item you are commenting on in your facsimile.

- ***By written comment:*** If you'd like to submit a written comment, rather than comment online, you may drop off a comment at the 2nd floor reception desk at City Hall during normal business hours. You may also send comment via U.S. mail to the City Clerk at 22 S. Beach Street, Ormond Beach, FL, 32174. Please make sure to clearly label your submission as an agenda item comment for the May 18 City Commission meeting agenda. Please provide your name, address, and identify the agenda item you are commenting on in your correspondence.

Agenda item comments submitted remotely through one of the above provided online or alternative means before **5:00 p.m. on Monday, May 17, 2021**, will be provided to the City Commission prior to the meeting and made part of the official meeting record. Comments on agenda items submitted after 5:00 p.m. on May 17, 2021, but before the conclusion of the Commission meeting, will be provided to the City Commission following the meeting.

Please note that the equivalent of three minutes of each submitted comment will be included in the record.

In-Person Commenting:

- Those wishing to make comments in-person will need to sign up with staff to do so **prior to the start of the meeting.** Requests to speak will not be accepted after the meeting begins.
- Individuals commenting in person must follow social distancing and other guidelines provided in the access restrictions portion of this page.
- Individuals commenting will be provided with three minutes to make their comments.

Website Address – www.ormondbeach.org

NOTICE – Pursuant to Section 286.0105 of the Florida Statutes, if any person decides to appeal any decision made by the City Commission with respect to any matter considered at this public meeting, such person will need a record of the proceedings and for such purpose, such person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which the appeal is to be based.



For special accommodations, please notify the City Clerk's Office at least 72 hours in advance.
Phone: 386-677-0311



Help for the hearing impaired is available through the Assistive Listening System. Receivers can be obtained from the City Clerk's Office.

In accordance with the Americans with Disabilities Act (ADA), persons with a disability, such as a vision, hearing or speech impairment, or persons needing other types of assistance, and who wish to attend City Commission meetings or any other board or committee meeting may contact the City Clerk's Office in writing, or may call 386-677-0311 for information regarding available aids and services.

MINUTES
ORMOND BEACH CITY COMMISSION
HELD AT CITY HALL COMMISSION CHAMBERS

May 4, 2021	7:00 p.m.	Commission Chambers
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Present were: Mayor Bill Partington, Commissioners Dwight Selby, Troy Kent, Susan Persis, and Rob Littleton, City Manager Joyce Shanahan, Assistant City Manager Claire Whitley, City Attorney Randy Hayes, and Assistant City Clerk Wendy Hontz.

A G E N D A

- 1. CALL TO ORDER
- 2. INVOCATION
- 3. PLEDGE OF ALLEGIANCE
- 4. PRESENTATIONS AND PROCLAMATIONS
 - A. MR. JAMES PURDY
 - B. NATIONAL POLICE WEEK
- 5. AUDIENCE REMARKS - REGARDING ITEMS NOT ON THE AGENDA
- 6. APPROVAL OF MINUTES
 - A. Minutes from City Commission meeting – April 20, 2021

- 7. CONSENT AGENDA

The action proposed is stated for each item on the Consent Agenda. Unless a City Commissioner removes an item from the Consent Agenda, no discussion on individual items will occur and a single motion will approve all items.

- A. **RESOLUTION NO. 2021-77:** A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF A PURCHASE AUTHORIZATION FOR THE PURCHASE OF ONE 2021 DODGE CHARGER PATROL VEHICLE UNDER FLORIDA SHERIFFS ASSOCIATION BID NO. FSA20-VEL28.0; DECLARING VEHICLE TO BE SURPLUS PROPERTY, AND AUTHORIZING THE DISPOSITION THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Kevin Gray, Deputy Public Works Director (386-676-3577)

- B. **RESOLUTION NO. 2021-78:** A RESOLUTION ACCEPTING A PROPOSAL FROM MEAD & HUNT, INC. FOR CONSTRUCTION ADMINISTRATION SERVICES REGARDING THE WATER RECLAMATION FACILITY CHLORINE CONTACT CHAMBER MODIFICATION PROJECT; AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION AND PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Shawn Finley, Public Works Director (386-676-3292)

- C. **RESOLUTION NO. 2021-79:** A RESOLUTION ACCEPTING A BID FROM SGS CONTRACTING SERVICES, INC. FOR CONSTRUCTION SERVICES REGARDING THE WATER RECLAMATION FACILITY CHLORINE CONTACT CHAMBER MODIFICATION PROJECT, UNDER BID NO. 2021-14; AUTHORIZING THE EXECUTION OF A CONTRACT AND

PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Shawn Finley, Public Works Director (386-676-3292)

- D. **RESOLUTION NO. 2021-80:** A RESOLUTION ACCEPTING A PROPOSAL FROM A.M. WEIGEL CONSTRUCTION, INC. FOR CONSTRUCTION MANAGEMENT SERVICES REGARDING THE NOVA COMMUNITY PARK TENNIS COURT LIGHTING IMPROVEMENT PROJECT; AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION AND PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Shawn Finley, Public Works Director (386-676-3292)

- E. **RESOLUTION NO. 2021-81:** A RESOLUTION AUTHORIZING THE EXECUTION OF AMENDMENT #1-2021 TO THAT CONTRACT AWARDED TO AUSTIN OUTDOOR, LLC D/B/A YELLOWSTONE LANDSCAPE REGARDING GROUNDS MAINTENANCE SERVICES, BY INCREASING THE CONTRACT PRICE BY \$38,804.00; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Robert Carolin, Leisure Services Director (386-676-3279)

- F. **RESOLUTION NO. 2021-82:** A RESOLUTION APPOINTING A MEMBER TO SERVE ON THE BUDGET ADVISORY BOARD; SETTING FORTH TERMS AND CONDITIONS OF SERVICE; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Kate Settle, City Clerk (386-676-3340)

- G. **Riverside Drive Road Closure for Fiber Optic Conduit Installation**

Staff Contact: Shawn Finley, Public Works Director (386-676-3292)

Disposition: Approve as recommended in the City Manager memorandum dated May 4, 2021.

8. PUBLIC HEARINGS

- A. **ORDINANCE NO. 2021-16:** AN ORDINANCE AMENDING PARAGRAPH C, OFFICIAL ZONING MAP, OF SECTION 2-01, ESTABLISHED, OF ARTICLE 1, ESTABLISHMENT OF ZONING DISTRICTS AND OFFICIAL ZONING MAP, OF CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE BY AMENDING THE OFFICIAL ZONING MAP TO REZONE A CERTAIN PARCEL OF REAL PROPERTY TOTALING APPROXIMATELY 2.70-ACRES LOCATED AT 1480 NORTH U.S. HIGHWAY 1 FROM B-7 (HIGHWAY TOURIST COMMERCIAL) TO PBD (PLANNED BUSINESS DEVELOPMENT); AUTHORIZING REVISION OF THE OFFICIAL ZONING MAP; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**

Staff Contact: Steven Spraker, Planning Director (386-676-3341)

- B. **ORDINANCE NO. 2021-17:** AN ORDINANCE APPROVING A PLANNED BUSINESS DEVELOPMENT TO BE KNOWN AS "ORMOND ACE HARDWARE" TO BE LOCATED AT 1480 NORTH U.S. HIGHWAY 1; AUTHORIZING THE EXECUTION AND

ISSUANCE OF A DEVELOPMENT ORDER THEREFORE; AUTHORIZING THE CONSTRUCTION OF A TWO-STORY RETAIL USE BUILDING AND GARDEN CENTER; AUTHORIZING OUTDOOR ACTIVITY USE, REDUCTION OF SETBACKS, AND ASSOCIATED SITE IMPROVEMENTS; ESTABLISHING CONDITIONS AND EXPIRATIONS OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**

Staff Contact: Steven Spraker, Planning Director (386-676-3341)

9. RESOLUTIONS

- A. **RESOLUTION NO. 2021-83:** A RESOLUTION ACCEPTING A PROPOSAL FROM A.M. WEIGEL CONSTRUCTION, INC. TO PROVIDE CONSTRUCTION MANAGEMENT SERVICES REGARDING THE DEMOLITION OF A STRUCTURE AT 56 N. BEACH STREET; AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION THERETO; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Shawn Finley, Public Works Director (386-676-3292)

10. REPORTS, SUGGESTIONS, REQUESTS

11. ADJOURNMENT

Item #1 – Meeting Call to Order

Mayor Partington called the meeting to order at 7:00 p.m.

Item #2 – Invocation

Chaplain Sam Mercado, Advent Health, gave the invocation.

Item #3 – Pledge of Allegiance

Mayor Partington led the Pledge of Allegiance.

Item #4 – Proclamations

Item #4A – Mr. James Purdy

Mayor Partington presented Mr. James Purdy with a proclamation in honor of his public service as Public Defender of the Seventh Judicial Circuit of Florida. He discussed Mr. Purdy's career and proclaimed May 4, 2021, as a day to recognize him for his achievements. He encouraged residents to join him in wishing Mr. Purdy the best in his well-deserved retirement and presented him with a key to the city.

Mr. Purdy discussed memories he had growing up in Ormond Beach and thanked the Commission for the proclamation.

Mayor Partington recognized the new Public Defender of the Seventh Judicial Circuit of Florida, Mr. Matt Metz, as well as family and friends of Mr. Purdy in attendance.

Item #4B – National Police Week

Mayor Partington presented Ormond Beach Police Department Chief Jesse Godfrey, Captain Chris Roos, and Sergeant Michelle Willis with a proclamation in honor of National Police Week. He proclaimed May 9-15, 2021, as National Police Week and encouraged residents to join him in honoring the thousands of men and women who made the supreme sacrifice with their lives to protect the freedom of others.

Item #5 – Audience Remarks

Mr. Joel Hernandez, 655 Pineland Trail, discussed the Aviation Advisory Board. He noted in the past the board had traditionally met quarterly and was now meeting as-needed. He discussed the purpose of the board and expressed his opinion that the board should continue meeting quarterly.

Mayor Partington noted Mr. Hernandez could contact City Manager Joyce Shanahan to discuss the Aviation Advisory Board meetings further.

Mr. Jim Schultz, 117 Harvard Drive, discussed concerns with fluoride.

Ms. Connie Colby, 108 Roble Lane, discussed the former Riverbend Golf Course in Ormond Beach. She noted Volusia County was disputing the tax-exemption for the site. She encouraged the Commission to save the golf course and listed reasons why she believed the course should be saved.

Item #6– Approval of Minutes

Mayor Partington advised the minutes of the April 20, 2021, meeting had been sent to the Commission for review and were posted on the city’s website for public viewing. He asked for any corrections, additions, or omissions.

Commissioner Littleton moved, seconded by Commissioner Selby, for approval of the April 20, 2021, City Commission meeting minutes.

The motion passed by voice vote.

Item #7 – Consent Agenda

Mayor Partington advised the actions proposed for the items on the Consent Agenda were so stated on the agenda. He asked if any member of the Commission had questions or wished to discuss any items separately.

Commissioner Persis moved, seconded by Commissioner Littleton, for approval of the consent agenda.

Call Vote:	Commissioner Selby	Yes
	Commissioner Kent	Yes
	Commissioner Persis	Yes
	Commissioner Littleton	Yes
Carried.	Mayor Partington	Yes

Comments on the Consent Agenda

Commissioner Selby commented on Item 7F, which approved Mr. Josh Pringle’s appointment to the Budget Advisory Board. He complimented Mr. Pringle and felt that Mr. Pringle would be a great addition to the board.

Item #8 – Public Hearings

Mayor Partington opened the public hearings.

Item #8A – 1480 North U.S. Highway 1, Ormond Ace Hardware, Amendment to the Official Zoning Map

Assistant City Clerk Wendy Hontz read by title only:

ORDINANCE NO. 2021-16
AN ORDINANCE AMENDING PARAGRAPH C, OFFICIAL ZONING MAP, OF SECTION 2-01, ESTABLISHED, OF ARTICLE 1, ESTABLISHMENT OF ZONING DISTRICTS AND OFFICIAL ZONING MAP, OF CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE BY AMENDING THE OFFICIAL ZONING MAP TO REZONE A CERTAIN PARCEL OF REAL PROPERTY TOTALING APPROXIMATELY 2.70-ACRES LOCATED AT 1480 NORTH U.S. HIGHWAY 1 FROM B-7 (HIGHWAY TOURIST COMMERCIAL) TO PBD (PLANNED BUSINESS DEVELOPMENT); AUTHORIZING REVISION OF THE OFFICIAL ZONING MAP; REPEALING ALL INCONSISTENT

ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN
EFFECTIVE DATE. **(SECOND READING)**

Commissioner Kent moved, seconded by Commissioner Persis, for approval of Ordinance No. 2021-16, on second reading, as read by title only.

Call Vote:	Commissioner Kent	Yes
	Commissioner Persis	Yes
	Commissioner Littleton	Yes
	Commissioner Selby	Yes
Carried.	Mayor Partington	Yes

Item #8B – 1480 North U.S. Highway 1, Ormond Ace Hardware, Issuance of Development Order

Assistant City Clerk Wendy Hontz read by title only:

ORDINANCE NO. 2021-17
AN ORDINANCE APPROVING A PLANNED BUSINESS DEVELOPMENT TO BE KNOWN AS “ORMOND ACE HARDWARE” TO BE LOCATED AT 1480 NORTH U.S. HIGHWAY 1; AUTHORIZING THE EXECUTION AND ISSUANCE OF A DEVELOPMENT ORDER THEREFORE; AUTHORIZING THE CONSTRUCTION OF A TWO-STORY RETAIL USE BUILDING AND GARDEN CENTER; AUTHORIZING OUTDOOR ACTIVITY USE, REDUCTION OF SETBACKS, AND ASSOCIATED SITE IMPROVEMENTS; ESTABLISHING CONDITIONS AND EXPIRATIONS OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.
(SECOND READING)

Commissioner Selby moved, seconded by Commissioner Persis, for approval of Ordinance No. 2021-17, on second reading, as read by title only.

Call Vote:	Commissioner Persis	Yes
	Commissioner Littleton	Yes
	Commissioner Selby	Yes
	Commissioner Kent	Yes
Carried.	Mayor Partington	Yes

Mayor Partington closed the public hearings.

Item #9 – Resolutions

Item #9A – Demolition of Structure at 56 North Beach Street and Construction of Parking Lot

Assistant City Clerk Wendy Hontz read by title only:

RESOLUTION NO. 2021-83
A RESOLUTION ACCEPTING A PROPOSAL FROM A.M. WEIGEL CONSTRUCTION, INC. TO PROVIDE CONSTRUCTION MANAGEMENT SERVICES REGARDING THE DEMOLITION OF A STRUCTURE AT 56 N. BEACH STREET; AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION THERETO; AND SETTING FORTH AN EFFECTIVE DATE.

Dr. Charles Stein, 29 Winding Creek Way, and on behalf of Congregation B’Nai Torah, stated he had a walk-through of the former church building at 56 North Beach Street. He discussed the facility and history of the site. He requested the Commission delay the demolition of the building to allow time for exploration of the feasibility of restoring the building.

Mr. Travis Sargent, 406 North Beach Street, discussed the former church at the property. He noted that the city should not construct anything on the property that would increase the traffic-volume for neighboring residents. He stated he felt the building should be demolished and discussed reasons why. He noted he would prefer to see the city move the MacDonald House to the site and preserve history within the area.

Ms. Julia Truilo, Ormond Beach MainStreet Director, discussed potential future options for the former church structure and property site. She requested the Commission allow interested parties time to look into options for the building and requested the Commission not rush to demolish the structure.

Mayor Partington noted that Ms. Nancy Cortez had signed up to speak during audience remarks, but was not present.

Mr. Bill Partington, 4 Pine Valley Circle, stated he had written a letter to the Commission in regards to the former church property. He noted he felt there were no significant structural or environmental problems that could not be remedied. He discussed the possibility of dividing the site into two parcels, and listed potential future options for the site. He stated he hoped the Commission would not vote to demolish the church, and would instead place the project on hold until further options could be considered.

Ms. Dorian Burt, 203 Pine Cone Trail, discussed Downtown Ormond Beach and the former church site. She noted the high amounts of funding that would be needed to restore the building at the site. She stated she supported Option A in the city's staff's report to construct a parking lot. She discussed the need for parking in the downtown area and encouraged the Commission to move forward with the demolition of the building and construction of a parking lot.

Mr. Jeremy Hopkins, 9 Huntsman Look, stated he was representing Salty Church in his comments. He noted Salty Church was requesting to be included in any potential discussions regarding saving the former church. He requested the Commission delay the demolition of the building to allow time to look into potential partnerships to restore the building.

Ms. Linda Williams, 131 Bosarvey Drive, discussed the positive impacts of synergy and the importance of coming together to make a decision regarding the property. She noted that Mr. Bill Denny and herself would be happy to assist the city in moderating discussion regarding future uses for the property site. She noted she believed interested parties could come together to make a decision that pleased all parties.

Mayor Partington noted staff had presented various options for the site that were detailed in the staff report. He requested a motion and a second be made for discussion.

Commissioner Persis moved, seconded by Commissioner Kent, for approval of Resolution No. 2021-83, amended to approve of Option A for the site, to demolish the existing structures and create a parking lot for 59 vehicles, as read by title only.

Commissioner Persis stated she was considering the future when making her decision regarding the property, noting she envisioned a dazzling structure on the site. She stated she had toured the former church and discussed the poor condition of the building. She noted she did not want the city to put any more funding towards the building and felt it should be demolished and turned into a parking lot until a final decision was made for the site.

Commissioner Kent thanked all audience members who spoke on the item. He discussed the desperate need for more parking in Downtown Ormond Beach. He stated though he would prefer to see a community center constructed at the site, he had not heard the desire from any residents within his zone. He discussed a tour of the former church building he had taken with staff and the poor condition it was in. He noted he had seen pictures within the building that he felt should be saved. He stated the discussion of a partnership was not favorable to him, as he felt the city would still have to invest a large amount of funds to restore the building. He stated he would be open to selling the property for a profit for the residents of Ormond Beach. He explained he was not in favor of dividing the lot and only selling part of the land, noting if the city were to sell the site he would prefer to sell the entire piece and offset tax burdens for residents. He noted he was in favor of Option A to create additional parking in the downtown.

Commissioner Littleton stated he strongly supported immediate demolition of the buildings on the western parcel of the site. He discussed Option A and the additional parking it would create for the downtown. He referenced the Downtown Master Plan, stating that parking was the most consistent topic of discussion in every meeting. He noted under top priorities, the number one item was public parking in the Downtown District. He quoted the Downtown Master Plan: "Although it has been enhanced,

Granada Boulevard is still considered to be a barrier for the community with harsh traffic behavior and limited safe crossings.” He noted he believed that was justification for construction of a northern parking lot in the downtown.

Commissioner Selby stated that while he respected his fellow Commissioner’s opinions, he was surprised by some of the comments made. He addressed remarks regarding the condition of the building, noting the issues could be fixed. He discussed the process for repairing the building. He stated he agreed that Downtown Ormond Beach needed more parking and was hopeful that the riverfront piece of the land could be a potential option for additional parking. He reviewed the dollar amounts the city paid for the property and the investment the city had in the building. He noted the building was well-built and discussed his disapproval of tearing down the structure. He stated Ormond MainStreet’s request for a six-month pause for demolition was reasonable. He discussed comments made by audience members. He noted if the Commission decided to submit an RFP for the project, they could require the tenant provide the funds to make improvements for the site. He stated he was not in favor of selling the building, and would only consider leasing the parcel. He explained he was not stating that he would never support demolition of the building in the future, but wanted to give the community six months to come back with a proposal for the site. He discussed stimulus funds the city may be receiving from the government and various options the funds could be used for, noting the building may be an option for investing the funds.

Mayor Partington noted he agreed with most comments made by Commissioner Selby, but respected the other Commissioner’s positions as well. He noted it was not an easy decision, but felt the decision should not be rushed. He felt out of respect for Ormond MainStreet, Salty Church, and B’Nai Torah, he was willing to not rush into demolition to allow organizations time to express their thoughts and ideas for the site.

Call Vote:	Commissioner Littleton	Yes
	Commissioner Selby	No
	Commissioner Kent	Yes
	Commissioner Persis	Yes
Carried.	Mayor Partington	No

Item #10 – Reports, Suggestions, Requests

Upcoming Meetings

Ms. Joyce Shanahan, City Manager, noted there would be a Capital Improvements Plan and Draft Budget Workshop on July 6, 2021, at 5:30 p.m. She stated there would also be an Operational Budget Workshop on July 20, 2021, at 5:30 p.m., followed by a regular Commission meeting at 7:00 p.m. She stated the Parks and Recreation Master Plan Workshops would be held on August 17, 2021, at 5:30 p.m. and January 18, 2022, at 5:30 p.m.

Ms. Shanahan discussed the Parks and Recreation Master Plan survey and responses the city had received.

Ms. Shanahan requested holding a workshop with the City Commission regarding projects taking place on Nova Road. She noted staff would come back to the Commission with potential dates to host a workshop.

Project Updates

Ms. Shanahan provided the Commission with various updates on the following projects: The MacDonald House Improvements, manhole repair and lining projects, Adaptive Signalization Project on Granada Boulevard, Florence Street On-Street Parking, and various projects on Nova Road.

Commissioner Selby stated he had met with the Historical Society and noted that they were wanting to install an elevator tower on the south side of the MacDonald House. He questioned if it would be more prudent to finish the north side of the building before moving forward with the south side; whereby, Mr. Shawn Finley, Public Works Director, noted the current portion of the project was intended to make the building water-tight and discussed the project in further detail.

Emergency Orders

Commissioner Selby discussed an announcement made by Florida Governor Ron DeSantis to lift COVID-19 emergency orders. He questioned what orders the city was implementing and if they would be lifted; whereby, Ms. Shanahan noted the city did not

have any orders related to COVID-19, but instead had a voluntary mask ordinance. She proceeded to provide updates on how operations were running in the city and how events were being planned.

Commissioner Selby questioned if city staff were required to wear masks; whereby, Ms. Shanahan stated they were not.

56 North Beach Street

Commissioner Selby stated he was disappointed in the decision to demolish the building located at 56 North Beach Street. He stated he respected the opinions of the other Commissioners, but reiterated his disappointment.

Ormond Beach

Commissioner Kent complimented beaches in Ormond Beach and discussed the beauty of Ormond beachside.

Events

Commissioner Persis noted it was Teacher Appreciation Week and thanked all teachers for their hard work and dedication.

Commissioner Persis stated she had looked forward to attending the Ormond Beach Police Department banquet on Thursday, May 6, 2021, but explained she had a prior engagement and would not be able to attend.

Emergency Orders

Commissioner Littleton noted the AMC Theater on Williamson Boulevard had closed down due to the COVID-19 pandemic. He requested staff and the Commission continue to look into the site, noting whatever came to the site next could potentially generate traffic issues.

Stimulus Funding

Mayor Partington discussed stimulus funding that the city would be receiving from the Federal Government. He noted there was minimal guidance currently as to how the funds could be used. He discussed the funds the city was expecting to receive and noted the Commission had to select priorities, which would determine how to spend those funds. He stated the Commission may need to host a workshop to discuss how to utilize the funds.

Volusia County Library

Mayor Partington noted he had made a comment at the prior Commission meeting regarding the possibility that Volusia County may not wish to renew their lease at the Ormond Beach Library. He clarified Ormond Beach did not have a say in the decision, and Volusia County would be making the final decision to renew.

Submerged Land

Mayor Partington discussed a submerged parcel of land near Cassen Park. He stated the Commission needed to consider what the options may be for the land and nearby site. He stated he was not advocating for any specific decision, but wanted to have a full discussion on the options for the submerged land. He noted the price would need to be right, and explained he wanted the public to be aware that the Commission considered ideas that were brought before them.

Item #11 – Adjournment

The meeting was adjourned at 8:20 p.m.

APPROVED: May 18, 2021

BY: _____
Bill Partington, Mayor

ATTEST:

Kate Settle,
City Clerk



CITY OF ORMOND BEACH

City Manager • 22 S. Beach Street • Ormond Beach • Florida • 32174 • (386) 676-3200 • Fax (386) 676-3384

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners
Through: Joyce A. Shanahan, City Manager
From: Kate Settle, City Clerk
Date: May 18, 2021
Subject: Citizens' Law Enforcement Advisory Board Appointment
Commission Goal: N/A

Introduction

This is a request to approve a resolution to appoint a member to the Citizens' Law Enforcement Advisory Board.

Background

Pursuant to Section 2-223 of the *Code of Ordinances*, the Citizens' Law Enforcement Advisory Board consists of five (5) members; one nominated by each member of the Commission. Mr. Ricky Ray was just appointed in January of 2021, as a nominee of Commissioner Persis for a two-year term. He recently resigned from the board, creating a vacancy for the remainder of his term through January 2023. Commissioner Persis has nominated Mr. Tommy Harris as the Zone 3 appointment to complete the term recently vacated by Mr. Ray.

Citizen Impact

This appointment will ensure the Citizens' Law Enforcement Advisory Board is at full membership, which is beneficial to the residents of Ormond Beach.

Recommendation

It is recommended that the City Commission approve Mr. Tommy Harris as a member of the Citizens' Law Enforcement Advisory Board to complete the term vacated by Mr. Ricky Ray.

Attachments:

- 21-84 Citizens Law Enf Adv Bd (PDF)

REVIEWED BY:
Kelly McGuire, Finance Director 5/6/2021
Claire Whitley, Assistant City Manager 5/10/2021**APPROVED BY:**
Joyce A. Shanahan, City Manager 5/11/2021

RESOLUTION NO. 2021-84

A RESOLUTION APPOINTING A MEMBER TO SERVE ON
THE CITIZENS' LAW ENFORCEMENT ADVISORY BOARD;
SETTING FORTH TERMS AND CONDITIONS OF SERVICE;
AND SETTING FORTH AN EFFECTIVE DATE.

**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF
ORMOND BEACH, FLORIDA, THAT:**

SECTION ONE. Tommy Harris is hereby appointed to serve as a member of the
Citizens' Law Enforcement Advisory Board, as the appointee of the Zone 3 City Commissioner.
The said appointee shall complete the two-year term of Ricky Ray that will expire January 2, 2023,
and shall serve without compensation for services in accordance with Article VI, Chapter 2, City
of Ormond Beach *Code of Ordinances*, including Section 2-223 thereof.

SECTION TWO. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED this 18th day of May, 2021.

BILL PARTINGTON
Mayor

ATTEST:

KATE SETTLE
City Clerk



CITY OF ORMOND BEACH

City Manager • 22 S. Beach Street • Ormond Beach • Florida • 32174 • (386) 676-3200 • Fax (386) 676-3384

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners

Through: Joyce A. Shanahan, City Manager

From: Steven Spraker, Planning Director

Date: May 18, 2021

Subject: Universal Engineering Work Authorization, #2

Commission Goal: Community Development - Other

Introduction

This is a request for approval of a second work authorization, not to exceed \$30,000, for Universal Engineering Sciences, Inc. ("Universal") to provide additional resources for building inspections.

Background

Universal is a continuing contract consultant for the city. For this fiscal year, the Building Department has executed a Work Authorization for an amount not to exceed \$24,900 for Universal. Another Work Authorization, for an amount not to exceed \$35,000 to Universal, was approved by the City Commission through Resolution No. 2021-50 on March 2, 2021. There is a need to allocate an additional \$30,000 to Universal based on current staffing levels and inspection demand.

Discussion

The City's Building Department contains an expenditure category for other contractual services, which includes Universal. Universal provides additional building inspections personnel during heavy inspection days, and during periods of low internal staffing levels while inspectors are on vacation, medical leave, in training or sick. Universal also has inspectors with a wide range of building certifications to supplement the city inspectors. In addition, the Chief Building Official has also used Universal for inspections and to allow city inspectors to perform building plan review to ensure building permits are reviewed in a timely manner.

Budget Impact

The Work Authorization sought is not to exceed \$30,000, for an annual total not to exceed \$89,900, for Universal inspection services. There are adequate funds within the

Building and Planning Department's budget for this work authorization.

Citizen Impact

The work authorization is necessary for the Building Department to continue to provide high quality and efficient next day building inspections. Universal services have been invaluable this year as internal staffing levels have decreased due to leaves of absence and required training periods.

Recommendation

It is recommended that the City Commission **APPROVE** the second Work Authorization per the attached Resolution, not to exceed \$30,000 for Universal Engineering Sciences, Inc. The not to exceed amount for Universal Engineering Sciences, Inc. will be \$89,900 for the fiscal year.

Attachments:

- 21-85 Universal Engineering Work Authorization (P21-0053G) (PDF)
- Work Authorization - Bldg Inspector Assistance 20-21 Addtl Work #2 (PDF)

REVIEWED BY:


Kelly McGuire, Finance Director 5/6/2021


Claire Whitley, Assistant City Manager 5/10/2021

APPROVED BY:


Joyce A. Shanahan, City Manager 5/11/2021

RESOLUTION NO. 2021-85

A RESOLUTION AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION BETWEEN THE CITY OF ORMOND BEACH AND UNIVERSAL ENGINEERING SCIENCES, INC. FOR THE PROVISION OF BUILDING INSPECTION SERVICES ON AN AS-NEEDED BASIS; AUTHORIZING PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City and Universal Engineering Sciences, Inc. entered into a Continuing Engineering Services Agreement on March 20, 2017 for the purpose of providing building inspection services on an as-needed basis, and

WHEREAS, the City and Universal Engineering Sciences, Inc. entered into a Work Authorization on October 7, 2020 for an amount not to exceed \$24,900.00, and

WHEREAS, the City and Universal Engineering Sciences, Inc. entered into a Work Authorization on March 2, 2021 for an amount not to exceed \$35,000, and

WHEREAS, additional building inspection services are needed for an amount that is reasonably estimated not-to-exceed \$30,000.00 through the end of fiscal year 2020-2021, and

WHEREAS, the total accumulated cost of building inspection services through the end of fiscal year 2020-2021 will not exceed \$89,900.00 (i.e. \$24,900.00 + \$35,000.00 + \$30,000) as budgeted to the Building Department/Building Division, and

WHEREAS, the City Manager has certified that funds have been appropriated to the credit of the Planning Department/Building Division budget and have not been appropriated for any other purpose, and

WHEREAS, the City Commission concurs with the foregoing recommendation,
now therefore,

**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF
ORMOND BEACH, FLORIDA, THAT:**

SECTION ONE. The Mayor and the City Manager are hereby authorized and directed to execute a Work Authorization, a copy being attached hereto, between the City and Universal Engineering Sciences, Inc. for the provision of building inspection services at a cost not-to-exceed \$30,000.00, and to pay the cost thereof from the Planning Department/Building Division budget.

SECTION TWO. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED this 18th day of May, 2021.

BILL PARTINGTON
Mayor

ATTEST

KATE SETTLE
City Clerk

WORK AUTHORIZATION

In accordance with and incorporating the terms of the Continuing Contract dated March 20, 2017 between the City of Ormond Beach, Florida, and Universal Engineering Sciences, Inc., the following Scope of Work and Schedule of Payments are agreed to by the parties to the Agreement:

Project Title: Building Inspection Services – FY 20/21 Additional Work

Project Description: To provide building inspection services, as required due to current staffing issues in the Building Division, based on the attached Private Provider Rate Sheet and Private Provider Inspector Qualification Statement.

Estimated Project Construction Cost: N/A

Schedule of Payments and Fee Basis

<u>Required Work Task</u>	<u>Fee Basis</u>	<u>Fee</u>
Building Inspections	Actual Cost	\$30,000.00
Total Fee Authorized:	Not To Exceed	<u>\$30,000.00</u>

Funding Source: 00152401 503403

Estimated Time for Completion: Through 9/30/21

AUTHORIZED:
CITY OF ORMOND BEACH
INC

ACCEPTED:
UNIVERSAL ENGINEERING SCIENCES,

By: _____
Bill Partington
Mayor

By: _____
Brian C. Pohl, P.E.
Branch Manager

Date: _____

Date: _____

By: _____
Joyce A. Shanahan
City Manager

I. COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW

Contractor expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:

- (a) Keep and maintain public records required by the City to perform the contracted service.
- (b) Upon request from the City Clerk, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.
- (d) Upon completion of the contract transfer, at no cost to the City, all public records in possession of the contractor or keep and maintain public records required by the City to perform the service. If the contractor transfers all public records to the City upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon the completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.
- (e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Contractor to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32174 (386) 676-3331
CITYCLERK@ORMONDBEACH.ORG**

Ref: Fla. Stat. §119.0701(2016)

II. VERIFICATION OF EMPLOYMENT STATUS USING E-VERIFY SYSTEM

1. Section 448.09, *Florida Statutes*, makes it unlawful for any person to knowingly employ, hire, recruit, or refer, either for herself or himself, or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work in the United States. Contractor warrants that it is registered with the U.S. Department of Homeland Security's E-Verify system, and is compliant with the requirements of Sections 448.09 and 448.095, *Florida Statutes*.
2. Contractor agrees that if the contractor enters into an agreement with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and contractor warrants it shall maintain any such affidavits for the duration of the contract. If the City has a good faith belief that a subcontractor knowingly violated Section 448.09 (1), the City shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.
3. In the event the City has a good faith belief that the contractor has knowingly violated Section 448.09 (1), *Florida Statutes*, the City shall terminate the contract, and as provided by statute, the contractor may not be awarded a public contract for at least one (1) year after the date of termination. The contractor may also be held liable for any additional costs incurred by the City as a result of the termination of the contract.

**UNIVERSAL ENGINEERING SCIENCE, INC.**

911 Beville Rd, Suite 3
South Daytona, FL 32119
386-756-1105 ~ Fax: 386-760-4067

**6.B.b****October 01, 2020**

Building Division Manager City
of Ormond Beach
22 South Beach Street
Ormond Beach, Florida 32174 Mr.

Tom Griffith, CBO:

We are pleased to provide you with the rate sheet below for Private Provider Services through Universal Engineering Sciences:

PRIVATE PROVIDER RATES

CITY OF ORMOND BEACH		
UNIT NAME	UOM	RATE
Plan Review	Hour	57.00
Inspector – Standard Time	Hour	54.00
Inspector – Commercial Trades	Hour	54.00
Building Official	Hour	70.00

Should you have any questions, please do not hesitate to ask. Thank you!

Respectfully Submitted,

UNIVERSAL ENGINEERING SCIENCES

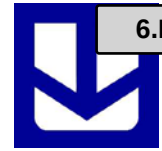
Brian C. Pohl, P.E.
P.E. Number 60216
Branch Manager

Mike Navarra

Mike Navarra, BN-3977
Private Provider Field Manager
(386) 527-1578 (cell)
mnavarra@universalengineering.com

**UNIVERSAL ENGINEERING SCIENCE, INC.**

911 Beville Rd, Suite 3
 South Daytona, FL 32119
 386-756-1105 ~ Fax: 386-760-4067

**6.B.b****Private Provider Inspector Qualification Statement**

Private Provider Firm: Universal Engineering Sciences, Inc.
 Private Provider Name: Brian C. Pohl, P.E.
 Address: 911 Beville Road, Suite 3, South Daytona, FL 32119
 Phone: (386) 756-1105 Fax: (386) 760-4067

Names, License/Certificate Numbers, and License description of provider and duly authorized agents who will be providing services for this project:

Name	License #	License Type
Brian C. Pohl	PE 60216	Licensed Professional Engineer
Mike Navarra	BN – 3977	Standard Inspector (Building) Residential Combination Inspector
	CRC – 057614	Certified Residential Contractor
	SFP – 184	Residential Plans Examiner
	PX – 1865	Standard Plans Examiner (Building)
Frank Godawa	BN – 5965 PX - 3238	Standard Building Inspector (Electrical) Commercial & Residential Standard Plans Examiner (Electrical)
Robert Waldrop	BN – 4320	Standard Building Inspector (Building) Commercial & Residential
Robert T. Hofferth	BN-5373	Standard Building Inspector (Building) Commercial & Residential
William A. Ruzycky	BN – 7594	Standard Building Inspector (Building) Commercial & Residential
Robert Marvel	BN – 4957	Standard Inspector (Building, Mechanical, Electrical & Plumbing) Commercial & Residential
Eric Reinertsen	BN – 6739	Standard Inspector (Building) Residential Combination Inspector
	PX –3758	Standard Plans Examiner
Michael Leo Dove	BN – 6842	Standard Inspector (Building) Residential Combination Inspector
Sam David Thompson	BN – 7462	Standard Building Inspector (Building) Commercial & Residential
Mark Criswell	BN – 4769	Standard Inspector (Building) Residential Combination Inspector
	PX - 2448	Standard Plans Examiner (Building, Mechanical, Electrical & Plumbing)
	BU - 1534	Certified Building Code Administrator

As a private inspection service provider for this project, I have read and agree to be bound to the provisions of State Statute 553.791. I further agree and understand that only the above listed personnel may perform inspections on this project and that if for any reason the inspection personnel should change, or if any person listed above should discontinue to qualify as a duly authorized agent, I will notify the Municipality having jurisdiction in writing immediately.

Signature of Private Provider,


Brian C. Pohl, P.E. # 60216
Packet Pg. 24



CITY OF ORMOND BEACH

City Manager • 22 S. Beach Street • Ormond Beach • Florida • 32174 • (386) 676-3200 • Fax (386) 676-3384

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners

Through: Joyce A. Shanahan, City Manager

From: Steven Spraker, Planning Director

Date: May 18, 2021

Subject: Impact Fee Study Update RFP Award

Commission Goal: Community Development - Other

Introduction

This is a request for the City Commission to accept a bid proposal to update the city's impact fees.

Background

The City of Ormond Beach has assessed impact fees for water and sewer since 1974. An impact fee for recreational facilities was added in 1987 and a comprehensive impact fee ordinance was adopted in 1990. The 1990 ordinance included impact fees for the full range of capital facilities (administrative facilities, conservation land, cultural facilities, fire protection, law enforcement, local roads, solid waste, road/drainage maintenance and stormwater).

In 1996, the City reviewed its impact fee ordinance and determined that the projected capital improvement needs for the next five years did not warrant collection of certain fees. The City eliminated impact fees for administrative facilities, conservation land, fire protection, law enforcement, solid waste and road/drainage maintenance. The cultural facilities impact fee was not eliminated, but reduced to \$0 because of potential conflicts with the adopted Comprehensive Plan.

Since the last review, Senate Bill 360 in 2009 designated the City of Ormond Beach as a Dense Urban Land Area (DULA) requiring the City to adopt a financially feasible multimodal strategy. The City adopted the Mobility Strategy and 2025 Comprehensive Plan amendments in 2010. The mobility fee replaced concurrency and the imposition of city road impact fees on certain state roads in Transportation Concurrency Exception Areas (TCEAs). Elsewhere, the City's road impact fee applies.

An amendment to Section 1-27 of the Land Development Code was adopted per Ordinance No. 2015-44 to allow the City Commission to approve impact fee credit

agreements that prevent impact fees from declining ten (10%) percent yearly over ten (10) years.

Impact fees are collected from new construction at the time a building permit is issued, and used to construct system improvements needed to accommodate new development. Impact fees are an important component of the City's comprehensive planning process and a necessary tool to ensure that new growth pays its fair share of capital improvement costs. The Comprehensive Plan identifies the future growth that is projected to occur, the capital facilities required to serve that growth, and a minimum level-of-service (LOS) standard that will be provided for new development. The City has adopted LOS standards for potable water, sanitary sewer, solid waste, drainage, parks, roads and firefighting, but only collects impact fees for some of these services.

Impact fees are a key component of the city's capital infrastructure that is budgeted within the Capital Improvement Program. Capital projects are reflected in the Comprehensive Plan in the Capital Improvement Elements. Impact fees assist the city in maintaining adopted level of services as established in the Comprehensive Plan. Impact fees are assessed on new development to fund capital projects needed based on the additional demands from new development. Impact fees are not used for operating expenses or recurring maintenance.

The city has experienced a steady residential growth rate around 1.25% and commercial development along major roadways. Future growth is expected within the Plantation Oaks development, the north U.S.1 corridor, and Ormond Crossings. In addition to in-city growth, the city collects water and sewer impact fees within the Flagler County portion of the Hunter's Ridge Development of Regional Impact.

Discussion

On January 19, 2021, the City issued a Request for Proposals (RFP) where proposals were solicited to update the city's impact fees and explore new impact fees. On April 6, 2021, two (2) proposals were received. The first proposal was from Raftelis Financial Consultants ("Raftelis") in the amount of \$99,445, and the second proposal was from Tindale Oliver in the amount of \$112,895. The proposals submitted were graded by five (5) staff members and each proposal received a score based on the RFP written criteria/evaluation form. The company chosen with the highest score was Raftelis Financial Consultants with the proposal of \$99,445. Raftelis has recently completed an impact fee study for the city of New Smyrna Beach that amended the parks & recreation, police and fire impact fees.

City staff is aware of House Bill 337 that has been passed with the latest Florida legislative session, and awaits action by the Governor. The bill provides conditions on fee increases and the timing (phasing in) of proposed increases. The bill does provide an exception to the fee increases by performing a rational nexus test through a study demonstrating an extraordinary circumstance requiring the need to exceed the phase-in limitations. The selected consultant would identify the requirements of House Bill 337

and demonstrate compliance.

Budget Impact

Funding for this study will be allocated amongst funds as follows: Fund 401-Water & Wastewater Operating Fund (40%), Fund 310-Recreation Impact Fee Fund (20%), Fund 316-Local Road Impact Fee Fund (20%) and Fund 318-Stormwater Impact Fee Fund (20%).

Citizen Impact

There is an expectation that new construction should pay for the costs associated with its infrastructure impact. The study would provide an update to establish impact fees based on the infrastructure impacts of new development.

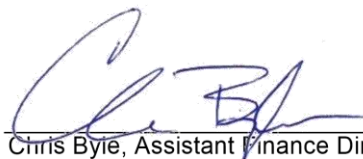
Recommendation

It is recommended that the City Commission accept the bid proposal from Raftelis Financial Consultants in the amount of \$99,445 to perform the impact fee study update. The project has a nine (9) month timeframe with a conclusion scheduled in January 2022.

Attachments:

- 21-86 Impact Fee Study - Accept Proposal and Execute Agreement (P21-0051G) (PDF)
- Impact Fee Study - Contract for Services (P21-0051G) (PDF)
- 2021-08R Addendum 1 (PDF)
- 2021-08R Addendum 2 (PDF)
- RFP 2021-08R Evaluation Summary (PDF)

REVIEWED BY:


Chris Byie, Assistant Finance Director 5/10/2021


Claire Whitley, Assistant City Manager 5/10/2021

APPROVED BY:


Joyce A. Shanahan, City Manager 5/12/2021

RESOLUTION NO. 2021-86

A RESOLUTION ACCEPTING A PROPOSAL FROM RAFTELIS FINANCIAL CONSULTANTS, INC., REGARDING PROFESSIONAL SERVICES TO CONDUCT AN IMPACT FEE STUDY UPDATE; AUTHORIZING THE EXECUTION OF AN AGREEMENT AND PAYMENT THEREFOR; REJECTING ALL OTHER PROPOSALS; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City solicited proposals for professional services to conduct an Impact Fee Study Update (the "Study") (City RFP No. 2021-08R), in accordance with Section 2-300(b), *Code of Ordinances*, and

WHEREAS, the City's professional staff evaluated the two (2) proposals received and determined the most advantageous proposal for the City, taking into consideration professional qualifications, demonstrated experience conducting impact fee studies, current workload, ability to complete the assigned tasks within a specific time frame, the consultant's project approach, and the evaluation factors set forth in the request for proposals, to be the proposal submitted by Raftelis Financial Consultants, Inc., at a cost not-to-exceed \$99,445.00, and

WHEREAS, based on the foregoing the City's professional staff recommends that the City Commission accept the proposal of Raftelis Financial Consultants, Inc., to perform the study and to execute an Agreement for the study, a copy of said Agreement being attached hereto and incorporated herein by reference, now therefore,

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. The proposal of Raftelis Financial Consultants, Inc., to perform the aforescribed study at a cost not-to-exceed \$99,445.00 is hereby accepted.

SECTION TWO. The Mayor and the City Manager are hereby authorized and directed to execute an Agreement between the City and Raftelis Financial Consultants, Inc., for the study, in an amount not to exceed \$99,445.00, and to pay the cost thereof from Fund 401-Water & Wastewater Operating Fund (40%), Fund 310-Recreation Impact Fee Fund (20%), Fund 316-Local Road Impact Fee Fund (20%) and Fund 318-Stormwater Impact Fee Fund (20%).

SECTION THREE. All other proposals to provide the aforescribed study for the City of Ormond Beach shall be deemed to be rejected upon the execution of the Agreement.

SECTION FOUR. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED this 18th day of May, 2021.

BILL PARTINGTON
Mayor

ATTEST:

KATE SETTLE
City Clerk

AGREEMENT

THIS AGREEMENT is made and entered into by and between the **City of Ormond Beach** (“City”), a Florida municipal corporation, 22 South Beach Street, Ormond Beach, Volusia County, Florida and **Raftelis Financial Consultants, Inc.** (“Contractor”), 341 N. Maitland, Suite 300, Maitland, Florida 32751, and in consideration of the mutual promises and covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the following:

1. **Scope of Work.** The Request for Proposals (RFP#2021-08R “Impact Fee Update”) dated April 1, 2021, attached hereto as Exhibit “A”, and the Proposal dated April 6, 2021, attached hereto as Exhibit “B”, are incorporated herein by reference and are a material part of this Agreement. The Contractor shall fully comply with the terms and conditions described in the attached exhibits.
2. **Term.** This Agreement shall be effective on the date it is fully executed by the parties. The term of this Agreement shall be as provided in paragraphs IV and V of Exhibit “A”. The Contractor shall complete the impact fee study within 272 days of the notice to proceed as provided in paragraph V of Exhibit “A”.
3. **Consideration.** Contractor shall perform the services at the prices set forth on the Exhibits. Contractor shall prepare and submit invoices to the City at the address set forth in Paragraph 9 of this Agreement. All such invoices shall be paid by the City within thirty (30) days.
4. **Delivery.** Contractor shall complete the project within the time frame set forth on the attached exhibits.
5. **Termination of Agreement.**
 - (a) The City Commission shall have the right to terminate the Agreement in the event the Contractor files any petition or proceeding for bankruptcy relief, or is adjudicated to be bankrupt or insolvent, or fails to pay just debts as they ordinarily become due; or for a material breach of this agreement that remains uncured for at least thirty days after prior written receipt of a notice of violation of same.
 - (b) This Agreement may not be terminated by the Contractor.
6. **Assignment.** The Contractor shall not assign, convey or transfer all or any part of this Agreement, or all or any part of Contractor’s interest herein, or all or any part of any interest in the Contractor, without the prior written consent of the City Commission, which consent shall not be unreasonably withheld.

7. **Complete Agreement.** This Agreement, including the provisions set forth in the exhibits attached hereto and incorporated by reference herein, constitutes the entire and complete agreement of the parties, and the promises and covenants herein contained shall survive the life of this Agreement.
8. **Amendment to Agreement.** Any amendment, change, or modification of this Agreement must be in writing and fully executed by both parties.
9. **Notices.** All notices which are required by this Agreement shall be provided to the parties at the following addresses, or such other addresses as may be requested in writing by either party:

City of Ormond Beach

Joyce Shanahan, City Manager
(copy to City Attorney)
22 South Beach Street
Ormond Beach, FL 32174

Contractor

Raftelis Financial Consultants, Inc.
Tony Hairston, Vice President
341 N. Maitland, Suite 300
Maitland, FL 32751

10. **Sovereign Immunity.** The City expressly retains and reserves all rights, privileges, immunities, and benefits of sovereign immunity. This provision shall be construed broadly in favor of the City.
11. **Venue.** The terms and conditions of this Agreement shall be construed and enforced under the laws of the State of Florida. Any action or proceeding, either at law or in equity, regarding this Agreement shall be brought in the circuit court, Seventh Judicial Circuit in and for Volusia County, Florida. Venue in any other jurisdiction or forum, whether it be any other circuit, state or federal venue, is hereby expressly waived.
12. **Waiver of Conditions.** No waiver by the City of any condition or breach of performance by the Contractor shall constitute an irrevocable, continuing, or subsequent waiver by the City of the same condition or breach of performance, or of any other condition or other breach of performance.
13. **Severability.** If any part of this Agreement is declared to be unenforceable or void by a court of competent jurisdiction, the remaining parts of the Agreement shall remain in full force and effect as long as the services to be provided by the Contractor are not materially affected, altered or impaired as a result of said judicial declaration.
14. **Conflicting Provisions.** In the event of any conflict between the provisions of this Agreement and any exhibits, the provision most favorable to the City shall control and shall be given full force and effect.
15. **Indemnification.** The City, its agents, employees, and officials, both elected and appointed, shall be indemnified and held harmless by Contractor from any and all liabilities, claims, and causes of action which may arise out of the willful, negligent, or

unlawful acts or omissions of the Contractor or its subcontractors in the performance of this Agreement, unless such claims are a result of the City's sole negligence, as determined by the final decision maker of such claim.

16. **Duty to Defend.** The Contractor shall defend all suits and administrative actions, including all appellate proceedings, brought against the City, its agents, employees, and officials, both elected and appointed and shall pay all attorneys' fees and costs associated with the City's legal defense, as may be selected by the City, arising from all claims and causes of action described in Section 15 above. Such payment on behalf of the City shall be in addition to any and all other legal or equitable remedies available to the City and shall not be considered to be the City's exclusive remedy.
17. **Contractor's Insurance.** The Contractor shall purchase and maintain for the entire life of this Agreement, including any and all approved time extensions, until its final acceptance by the City, such insurance as will protect the Contractor from claims under Workers' Compensation, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees; from claims insured by usual or unusual injury liability coverage; from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the Contractor's operations under this Agreement, whether such operations be by the Contractor, or by any Subcontractor, or by anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City, and may be reduced or eliminated at the sole discretion of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.
18. **Types of Insurance and Limits of Liability.** The insurance required herein shall be written for not less than the limits of liability specified herein or as required by law, whichever is greater, and shall include the following:

- (a) Workers' Compensation Insurance in statutory limits for the State of Florida with Coverage B - Employer's Liability limits of not less than:

\$100,000 Each Accident Bodily Injury by Accident
 \$100,000 Each Employee Bodily Injury by Disease
 \$500,000 Policy Limit Bodily Injury by Disease

Certificate of Exemptions. If the contractor has a State-issued Certificate of Exemption, the contractor may provide a copy in place of the requirement for coverage. However, if the contractor subcontracts or retains any other person or entity to perform under the contract, that person or entity must provide proof of workers' compensation insurance as required by law or provide a Certificate of Exemption.

It is the intent of the City that any individual who either contracts directly with the city or performs any work on behalf of any such contractor be covered by workers compensation insurance or have a valid exemption from said coverage.

(If applicable to the Project, the policy must include benefits under the United States Longshoremen's and Harbor Workers' Act and the Jones Act coverage--all maritime coverages.)

- (b) **Commercial General Liability Insurance** shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 88, or its successor form, including but not limited to the following coverages (any deviation shall be noted on the Certificates of Insurance), and the CITY OF ORMOND BEACH shall be named as an additional insured:

1. Premises and Operations
2. Owners' & Contractors' Protective
3. Products & Completed Operations
4. Explosion, Collapse & Underground Conditions
5. Blanket Contractual Liability
6. Personal Injury Liability
7. Broad Form Property Damage Endorsement, including Completed Operations
8. Independent Contractors
9. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
10. Pollution Liability (if applicable)
11. Asbestos Abatement (if applicable)
12. Fire Damage Liability

Certain coverages outlined above may not be required if they do not relate to the Agreement, as may be determined at the sole discretion of the City.

Commercial General Liability Coverage shall be written on an occurrence basis and the limits shall be no less than the following for all tiers of Contractors and Subcontractors:

<u>Contract Value</u>	<u>Limits (not less than)</u>
0 - 25,000	\$300,000 Each Occurrence \$300,000 General Aggregate* \$300,000 Aggregate Products & Completed Operations \$ 25,000 Fire Damage (any one fire)

\$25,001 - \$250,000	\$500,000 Each Occurrence \$1 Million General Aggregate* \$1 Million Aggregate Products & Completed Operations \$ 50,000 Fire Damage (any one fire)
\$250,001 - \$3,000,000	\$1 Million Each Occurrence \$1 Million General Aggregate* \$1 Million Aggregate Products & Completed Operations \$ 50,000 Fire Damage (any one fire)
\$3,000,001 & over	20% of the Value of the Contract [Minimum \$1 Million Each Occurrence/\$2 Million General Aggregate]

* NOTE: Commercial General Liability Coverage must be purchased on either a project basis (separate policy per contract) or an endorsement allocating an aggregate limit per location or specified project.

- (c) **Automobile Liability Insurance** for the operation, use, maintenance, loading or unloading of automobiles - ISO Symbol 1 (Any Auto) or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos). The coverage limits shall be no less than the following for all tiers of Contractors and Subcontractors:

<u>Contract Value</u>	<u>Limits (not less than)</u>
0 - 25,000	\$300,000 Combined Single Limit
\$25,001 - \$250,000	\$500,000 Combined Single Limit
\$250,001 and over	\$1 Million Combined Single Limit

- (d) **Excess Liability**

For Contracts of \$250,000 or more, and in addition to the scheduled underlying policies for Commercial General Liability, Automobile Liability and Employers' Liability, the Contractor shall also provide an Excess Liability Policy with a maximum self-insured retention for occurrences insured in this Excess Policy not to exceed \$25,000 and a minimum limit of \$1 Million.

- (e) **Professional Liability, Malpractice and/or Errors and Omissions**

The Contractor shall purchase and maintain professional liability, malpractice, or errors or omissions insurance with minimum limits of \$1,000,000 per occurrence.

If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great a duration as is available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.

19. Requirements for Certificates of Insurance.

- (a) With the execution of this Agreement, the Contractor shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain a provision that the coverage under the policies will not be canceled, non-renewed or materially changed until at least **thirty (30)** days' prior written notice of such cancellation, non-renewal or change [except for nonpayment of premium, which shall be **ten (10)** days] has been given to the City. The Contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of this Agreement.
- (b) New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
- (c) If requested by the City, the Contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements.
- (d) For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.
- (e) If the Contractor fails to obtain and maintain for the life of the Agreement the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Agreement.
- (f) **Policies of Insurance**
 - 1. Except as otherwise provided herein, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which

is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-) in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.

2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carriers; written confirmation is required.

3. All policies of insurance or certificates thereof referred to herein shall be deposited with the City Clerk.

4. The City shall be named an Additional Insured on General Liability and Automobile Liability policies of insurance and certificates thereof.

20. **Enforcement of Costs.** If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, court costs, and all expenses even if not taxable court costs (including, without limitation, all such fees, costs and expenses incident to arbitration, appellate, bankruptcy, and post-judgment proceedings), incurred in that action or proceeding or any appeal, in addition to any other relief to which the party or parties may be entitled. Attorneys' fees include legal assistant fees, expert witness fees, investigative fees, administrative costs, and all other charges billed by the attorney for the prevailing party.
21. **Compliance With Laws.** Contractor shall comply with all applicable federal, state and local laws and regulations.
22. **Compliance With Florida Public Records Law.** Contractor expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:
 - (a) Keep and maintain public records required by the City to perform the contracted service.
 - (b) Upon request from the City Clerk, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for

the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.

- (d) Upon completion of the contract, transfer at no cost, to the City all public records in possession of the contractor or keep and maintain public records required by the City to perform the service. If the contractor transfers all public records to the City upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon the completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.
- (e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Contractor to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32175. (386)676-3331
CITYCLERK@ORMONDBEACH.ORG**

Ref: Fla. Stat. §119.0701(2016)

23. **Limitation of Remedy and Liability.** Contractor and Owner expressly waive any claim for consequential damages against the other including but not limited to, a waiver of claims for diminished bonding capacity, loss of financing, loss of business reputation, lost profits on other projects or other lost opportunity damage claims.

Contractor expressly agrees that any claim (tort, contract, claim in equity, or otherwise) by Contractor for damages against Owner shall not exceed the total amount of the contract price, less any amounts actually paid to the Contractor by the Owner (or by an insurer of the Owner).

All liability of the City allegedly resulting from, arising out of or connected with this Agreement or from the performance or breach thereof, shall terminate three years from the execution of this Agreement.

24. **Waiver of Right to Jury Trial.** THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT WHICH ANY PARTY MAY HAVE TO TRIAL BY JURY IN RESPECT OF ANY PROCEEDING, LITIGATION OR COUNTERCLAIM BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY. IF THE SUBJECT MATTER OF ANY LAWSUIT IS ONE IN WHICH THE WAIVER OF JURY TRIAL IS PROHIBITED, NO PARTY TO THIS AGREEMENT SHALL PRESENT AS A NON-COMPULSORY COUNTERCLAIM IN ANY SUCH LAWSUIT ANY CLAIM BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. FURTHERMORE, NO PARTY TO THIS AGREEMENT SHALL SEEK TO CONSOLIDATE ANY SUCH ACTION IN WHICH A JURY TRIAL CANNOT BE WAIVED.

25. **Verification of Employment Status Using E-Verify System**
 - (a) Section 448.09, *Florida Statutes*, makes it unlawful for any person to knowingly employ, hire, recruit, or refer, either for herself or himself, or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work in the United States. Contractor warrants that it is registered with the U.S. Department of Homeland Security's E-Verify system, and is compliant with the requirements of Sections 448.09 and 448.095, *Florida Statutes*.
 - (b) Contractor agrees that if the contractor enters into an agreement with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and contractor warrants it shall maintain any such affidavits for the duration of the contract. If the City has a good faith belief that a subcontractor knowingly violated Section 448.09 (1), the City shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.
 - (c) In the event the City has a good faith belief that the contractor has knowingly violated Section 448.09 (1), *Florida Statutes*, the City shall terminate the contract, and as provided by statute, the contractor may not be awarded a public contract for at least one (1) year after the date of termination. The contractor may also be held liable for any additional costs incurred by the City as a result of the termination of the contract.

26. **Effective Date.** This Agreement shall become effective upon the date last signed by the parties hereto.

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be signed on the dates indicated hereinbelow.

DATED this _____ day of _____, 2021.

Witnesses:

CITY OF ORMOND BEACH

Print Name: _____

By: _____
BILL PARTINGTON
Mayor

Print Name: _____

By: _____
JOYCE SHANAHAN
City Manager

DATED this _____ day of _____, 2021.

Witnesses:

**RAFTELIS FINANCIAL
CONSULTANTS, INC.**

Print Name: _____

By: _____
TONY HAIRSTON
Vice President

Print Name: _____

Attest: _____
Print Name: _____
Title: _____

Exhibit A



City of Ormond Beach

22 South Beach Street
Ormond Beach, Florida 32174
Telephone (386) 676-3223
Fax (386) 676-3374

REQUEST FOR PROPOSALS

PROPOSER ACKNOWLEDGEMENT FORM

THIS FORM **MUST** BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

RFP TITLE: **Impact Fee Update**

RFP NUMBER: **2021-08R**

RFP OPENING DATE & TIME: **April 6, 2021 at 11:00 AM**

RFP OPENING LOCATION: **Room 103 at Ormond Beach City Hall (First Floor)**

PRE-PROPOSAL MEETING DATE & TIME: **March 16, 2021 at 2:00 PM, Room 103 at Ormond Beach City Hall and via Zoom**

PRE-SUBMITTAL MEETING: **N/A**

SUBMITTALS RECEIVED AFTER THE ABOVE DATE AND TIME WILL NOT BE ACCEPTED.

PROPOSER'S NAME: Raftelis Financial Consultants, Inc.

PROPOSER'S MAILING ADDRESS: 341 N. Maitland, Suite 300

CITY-STATE-ZIP: Maitland, FL 32751

F.E.I.N.: 20-1054069

PHONE NUMBER: 407.960.1811

EMAIL: ahairston@raftelis.com

If returning as a "No Submittal", please state reason (s): _____

I certify that this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal for the same materials, services, supplies, or equipment, and is in all respects fair and made without collusion or fraud. I agree to abide by all conditions of this RFP and certify that I am authorized to sign this RFP for the Proposer. In submitting a RFP to the City of Ormond Beach, the Proposer offers and agrees that if the Proposal is accepted, the Proposer will convey, assign or transfer to the City of Ormond Beach all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Ormond Beach. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Proposer.

X Tony Hairston
AUTHORIZED SIGNATURE (MANUAL)

Tony Hairston

NAME (TYPED)

Vice President

TITLE

April 1, 2021

DATED

GENERAL CONDITIONS

PUBLIC ENTITY CRIMES: 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 proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases or 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, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

DISCRIMINATION: Pursuant to Section 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid or proposal on a contract to provide any goods or services to a public entity, may not submit a bid or proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bid or proposal 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.

PUBLIC RECORDS/NON-CONFIDENTIALITY OF BIDS AND/OR PROPOSALS. The City of Ormond Beach cannot and does not warrant the confidentiality of any information submitted in response to this solicitation. Florida law provides that municipal records shall at all times be open for personal inspection by any person, Section 119.01, F.S., The Public Records Law. Information and materials received by the City of Ormond Beach in connection with all Proposers' response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 30 days after bid opening, whichever occurs first. Section 119.071, F.S.

DISTRIBUTION OF BIDS AND RFP'S: The City uses the services of Onvia DemandStar (www.demandstar.com) to distribute its bids and RFP's on-line on the Internet. If you have received a copy of this RFP from any source other than Onvia DemandStar, please be aware that you may not have received the latest version of the RFP or any related addendums.

SUBMISSION OF RESPONSES: All Submittals shall be delivered in a sealed envelope. The Request for Proposals (RFP) number, title, and opening date shall be clearly displayed on the outside of the sealed envelope (and on the outside of any express shipping package). The delivery of said submittal to the Purchasing Office on or before the specified opening date and time is solely and strictly the responsibility of the Submitter. Any submittal received by the Purchasing Office after the specified date and time will not be accepted. Submittals must be presented on forms provided by the City. No other forms will be accepted. Telephone, telefax and telegraph Submittals will not be considered. No Submittal may be modified after opening. No Submittal may be withdrawn after opening for a period of ninety (90) days unless otherwise specified.

EXECUTION OF SUBMITTAL: Submittals must contain a manual signature of authorized representative in the space(s) provided. Submittals must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by Submitter to any Submittal entry must be initialed.

The company name and Federal Employer Identification Number (F.E.I.N.) number shall appear in the space(s) provided.

RFP OPENING: Submittals shall be opened and the name of the submitters shall be read publicly. No discussion of the Submittals will occur at this time.

SUBMITTAL TABULATION: Any submitter wishing to receive a copy of the tabulation is required to enclose a stamped, self-addressed envelope with their Submittal response.

CLARIFICATION/CORRECTION OF RFP ENTRY: The City of Ormond Beach reserves the right to allow for the clarification of questionable entries and for the correction of obvious mistakes.

INTERPRETATION: Any questions concerning conditions and specifications shall be directed to the Purchasing Coordinator. Those interpretations which may affect the eventual outcome of this Submittal will be furnished in writing to all prospective Submitters. No interpretation shall be considered binding unless provided in writing by the City of Ormond Beach.

MINORITY POLICIES: The City of Ormond Beach, Florida, encourages the full participation of Disadvantaged and Women Business Enterprises (D&WBE) in the provision of goods and services.

LICENSES AND PERMITS: The Vendor/Contractor is responsible for obtaining all necessary permits and licenses to comply with all Federal, State, local laws, rules and regulations required to perform work in accordance with the specifications.

ADDITIONAL TERMS AND CONDITIONS: The City of Ormond Beach reserves the right to reject Submittals containing any additional terms or conditions not specifically requested in the original conditions and specifications.

TAXES: The City of Ormond Beach is exempt from Federal Excise Taxes and all sales taxes.

SILENCE OF SPECIFICATIONS: The apparent silence of any specification and any supplemental specifications as to any details or the omission from same of any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship is to be first quality. All interpretations of the specifications shall be made upon the basis of this statement.

ASSIGNMENT: Any purchase order or contract issued pursuant to a Submittal and the monies which may become due hereunder are not assignable except with the prior written approval of the City Manager or City Commissioner, whichever authorized the purchase or Agreement.

LIABILITY: The Contractor shall hold and save the City of Ormond Beach, its officers, agents, and employees harmless against claims by third parties resulting from the Contractor's or supplier's breach of contract or negligence, including all attorney's fees and costs, and shall pay any and all damages, fees, and costs assessed on behalf of the City. The City expressly reserves all rights, privileges and benefits of sovereign immunity.

PATENTS AND ROYALTIES: The Contractor, without exception, shall indemnify and save harmless the City of Ormond Beach and its employees from liability of any kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Ormond Beach. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the Submittal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

NON-APPROPRIATION OF FUNDS: In the event sufficient budget funds are not available for a new fiscal period, the CITY shall notify the VENDOR/CONTRACTOR of such occurrence and the contract shall terminate on the last day of the current fiscal period, without any penalty or expense to the CITY of any kind whatsoever.

AWARDS: The CITY reserves the right, in its sole discretion, as the best interest of the CITY may require, to make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical basis and/or with one or more vendors, contractors, consultants or specialists; or to reject any and all Submittals or waive any minor irregularity or technicality in the Submittals received.

OTHER AGENCIES: All Bidder(s) awarded contracts from this bid or proposal may, permit any municipality or other government agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.

It is understood that at no time will any city, municipality, or other agency be obligated for placing an order for any other city, municipality, or agency; nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further, it is understood that each agency will issue its own purchase orders to the awarded bidder(s).

COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW:

Contractor expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:

- (a) Keep and maintain public records required by the City to perform the contracted service.
- (b) Upon request from the City Clerk, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.
- (d) Upon completion of the contract, transfer at no cost, to the City all public records in possession of the contractor or keep and maintain public records required by the City to perform the service. If the contractor transfers all public records to the City upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon the completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to

the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.

(e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Contractor to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**COLBY CILENTO, CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32175.
(386)676-3297
COLBY.CILENTO@ORMONDBEACH.ORG**

Ref: Fla. Stat. §119.0701(2016)

THE CITY OF ORMOND BEACH RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS, AND TO WAIVE INFORMALITIES AS MAY BE DEEMED TO BE IN THE BEST INTEREST OF THE CITY.

TERMS AND CONDITIONS

- A. The City of Ormond Beach reserves the right without prejudice to reject any or all proposals, to request clarification of information submitted, and to request additional information of one or more proposers.
- B. The City reserves the right to award the contract to the next most qualified firm if the successful firm fails to execute a contract within two weeks after the award of the contract by the City Commission.
- C. In accordance with federal, State, and local regulations, the firm shall not discriminate under the contract against any person.
- D. The firm shall not assign or transfer any interest in the contract without prior approval of the City Commission.
- E. The City reserves the right to terminate the contract at any time due to the vendor's default under terms of agreement.
- F. Submission of a proposal indicates acceptance by the firm of the conditions contained in this Request for Proposals unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Ormond Beach and the firm selected.
- G. Submittals should include a copy of firm's insurance certificate, Conflict, Non-Conflict of Interest Statement/Litigation Statement, Drug Free Workplace Certificate and E-Verify Statement.

I. OBJECTIVE OF THE REQUEST FOR PROPOSALS

The City of Ormond Beach, Florida, is soliciting proposals from qualified individuals or firms to provide an update to the existing impact fees assessed for new development. The purpose of the Impact Fee Update is to provide expert review and recommendations relating to the City's impact fees, including but not limited to existing impact fees, consideration of any applicable new impact fees, and ensuring the rational nexus between capital improvements and impact fees.

II. BACKGROUND

Ormond Beach is a coastal community within Volusia County with an estimated population of approximately 42,000. The City currently charges impact fees for water, sewer, reclaimed wastewater, local roads, parks and recreation, and stormwater. The Code of Ordinances includes an impact fee for Cultural Facilities that is currently set at \$0. A mobility fee in lieu of the local road impact fee is assessed on new development inside the Transportation Concurrency Exception Areas (TCEA) on state roads.

Impact fees are collected from new construction at the time a building permit is issued and used to construct system improvements needed to accommodate new development. Impact fees are an important component of the City's comprehensive planning process and a necessary tool to ensure that new growth pays its fair share of capital improvement costs. The Comprehensive Plan identifies the future growth that is projected to occur, the capital facilities required to serve that growth and a minimum level-of-service (LOS) standard that will be provided for new development. The City has adopted LOS standards for potable water, sanitary sewer, solid waste, drainage, parks, roads/mobility and fire services, but does not collect impact fees for all of these services.

Staff is currently engaged in a Park and Recreation Master Plan Update. The scope of services included a review of the park and recreation impact fee and recommendations for Level-of-Service standards and resulting fees. The Impact Fee Update shall analyze and provide recommendations to the city's current impact fees and analyze the ability to assess new impact fees. The recreation impact fee shall incorporate recommendations of the Park and Recreation Master Plan Update.

Senate Bill 360 in 2009 designated the City of Ormond Beach as a Dense Urban Land Area (DULA) requiring the City to adopt a financially feasible multi-modal strategy. The City adopted the Mobility Strategy and 2025 Comprehensive Plan amendments in 2010. The mobility fee replaced concurrency and the imposition of city road impact fees on certain state roads in Transportation Concurrency Exception Areas (TCEAs).

III. SCOPE OF SERVICES

Task 1: Review of Existing Documentation:

- a. Consultant shall review the following existing impact fee ordinances:
 1. Ordinance No. 96-65, which established collection of fees for local roads, water and sewer, reclaimed water (west Ormond service area only), parks and recreation, and stormwater.
 2. Ordinance No. 96-63, which provided a mechanism for financing impact fees on single-family owner-occupied affordable housing within the Community Development Block Grant Program "Priority Area".
 3. Ordinance No. 2013-02, which established a mobility fee as part of the financially feasible multimodal strategy which replaced concurrency and imposition of city road impact fees on certain state roads.
 4. Ordinance No. 2015-44, which amended the impact fee credit provisions.
- b. Consultant shall review and become knowledgeable of the policies and implementation strategies contained in the city's Comprehensive Plan, Land Development Code (LDC), Code of Ordinances, and 5-Year Capital Improvement Program.
- c. Consultant shall review and become knowledgeable of State and County plans and fee schedules that may impact the City of Ormond Beach.
- d. Review the existing Equivalent Living Units formulas for water and sewer impact fees for non-residential development.
- e. Consultant shall review the Park and Recreation Master Plan Update.

Task 2: Develop land use assumptions and development projections

Review, along with city staff, current demographics, vacant land areas, and trends related to growth and development and seek to determine the likely development future for Ormond Beach in terms of new population, housing units, and non-residential building area over the next twenty (20) years. In this task, current development estimates and projections of future development shall be updates based on the Census and other applicable sources, such as the University of Florida Bureau of Economic and Business Research (BEBR).

Task 3: Qualitative analysis of impact fees – determination of capital facility needs and service levels

This task shall include an evaluation of the impact of development on the need for additional facilities and the costs eligible for impact fee funding. Items to be included in the evaluation include:

- a. Review of existing impact fees (water, sewer, parks and recreation, local roads, mobility fee and stormwater) and appropriate amendments.
- b. Review of any potential new impact fees and provide recommendations.
- c. Review of the mobility fee and eligible projects for expenditures.
- d. Review, in consultation with city, existing Level-of-Service standards within the Comprehensive Plan.

- d. Consultant shall identify any legal considerations for the current and recommended impact fee schedule including the minimum requirements for a legally defensible impact fee system.
- e. Consultant shall prepare a fee comparison report between the recommended fees and fees of surrounding Municipal and County governments to ensure reasonableness, consistency, and feasibility.
- f. The consultant may include any other analysis that may have been omitted in the determination of capital facility funding and level of services. A statement of need should be provided for any additional analysis.
- g. Development of a draft report and PowerPoint for the required meetings.

Task 4: Required Meetings:

- a. The consultant shall conduct meetings with city staff, in person or virtual, as needed to complete the Impact Fee Update including review of objectives, methodology, exchange of information, timing and scheduling of tasks. The following public meetings shall be required:

Meeting purpose:	Organization
Draft report reviews to include impact fees and proposed impact fee amounts	Building community
Presentation of Draft Report. Key tasks: 1. Summary of findings. 2. Discuss Level of Services. 3. Draft recommendations and report. 4. Summary of building community meeting 5. City commission review and comments.	City Commission Workshop. Goal date November 2, 2021
Presentation of Final Report at a public hearing for adoption of impact fee amendments	City Commission (1 st reading)
Presentation of Final Report at a public hearing for adoption of impact fee amendments and Ordinance.	City Commission (2 nd reading)

- b. The Consultant will be responsible for preparation of materials used in the presentation to the City Commission. Information to be presented at the meetings shall be provided at least ten (10) days to city in final format. City staff shall provide the meeting location and any required meeting advertising.

Task 5: Completion: Consultant will prepare a final report submitted to the city containing background information, methodology, findings, supporting justification and recommendations. More specifically, the Consultant shall prepare a report containing, but not limited to, the following:

- a. Background information.
- b. Impact Fee Update study per the tasks 1 through 4.
- c. Calculations that demonstrate the legal nexus between recommended fees and the impact created by new development.

- d. Relationship between the fee's use and the type of project on which it would be imposed.
- e. Ordinance to amend the city impact fees.
- f. Any recommendations to Level of Service standards. City staff shall perform any necessary Level of Service amendments.

IV. TERM OF AGREEMENT:

The contract will be for the duration of this project.

V. DEADLINE AND DELIVERABLES:

The Consultant shall complete the impact fee study within 270 days of notice to proceed based on the following proposed calendar. The Consultant will be responsible for providing one (1) electronic copy to Project Manager of the Impact Fee Update study, Ordinance, and any recommendations to Level of Service standards. All reports shall be delivered to the Planning Department. The Consultant shall use software authorized by the City for development of the final report, tables, graphs and maps.

Task	Expected Completion Time
Task 1: Review of Existing Documentation.	Within 45-days of notice to proceed
Task 2: Develop land use assumptions and development projections	Within 90-days of notice to proceed
Task 3: Qualitative analysis of impact fees.	Within 120-days of notice to proceed
Task 4: Required Public Meetings Building community and City Commission workshop	Within 210-days of notice to proceed.
Task 4: Required Public Meetings City Commission adoption of Ordinance	Within 260-days of notice to proceed.
Task 5: Completion of Impact Fee Study	Within 272-days of notice to proceed.

VI. PROPOSAL PROCESS

The firm or individual(s) interested in this contract should include a response to each of the following items in their written proposal:

Professional Qualifications: Any firm or individual with proven professional experience in impact fee studies, and having interest in providing these services to the City of Ormond Beach, is invited to submit a Letter of Interest and Proposal.

Information to be Submitted: The proposal package shall consist of the following:

Section 1	
Introduction	1. One (1) original letter of interest

Section 2	
	1. Philosophy and general project approach of the firm or individual.

Company Background	2. Proposed organizational chart. Include sub consultants, if appropriate.
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Section 3	
Key Personnel Introduction	1. Detailed resumes of key person(s) to be assigned to the project, including but not limited to:
	a. Name and title
	b. Job assignments for other projects
	c. Percentage of time to be assigned to this project
	d. Current and projected workload of key individuals
	e. How many years with this firm
	f. How many years with other firms
	g. Experience (type of projects, size of projects, specific project involvement)
	h. Education and active registration(s)
	i. Other experience/qualifications that is relevant to this project.
Section 4	
Past Performance Experience	1. The proposer should have proven professional experience in preparation of impact fee studies. No less than three (3) studies within the state of Florida are to be detailed identifying specific measures taken to accomplish each of the tasks identified (if applicable), and identifying specific deliverables and measures taken to implement the plan recommendations. It is preferable that the impact fee studies be within the State of Florida.
	2. For each of the three (3) projects demonstrating past performance experience, please provide the following details:
	a. Name and location of the completed master plan, the year of commencement and of completion, and the name and telephone number for the client's contract manager.
	b. The names of your firm's staff which were directly responsible for the impact fee study, specifically, those working directly with the local government representatives.
	c. The names and telephone numbers of the persons representing the individual agencies which the identified key staff worked with to complete the impact fee study.
	d. The name and telephone number of the contracting agency and local government official responsible for oversight of the impact fee study.

Section 5	
References	1. List five (5) references that can comment on your firm's ability to complete an impact fee study. The references shall be contacted as part of the committee's decision-making process. Include
	a. Name and address
	b. Telephone number
	c. E-mail address

Section 6	
Methodology and Technical Approach	1. Specify the firms approach to completing the tasks specified in the proposed RFP.
	2. Include an implementation schedule with a final delivery date and note key project milestones and timelines for deliverables. Identify any assumptions used in developing the schedule.
	3. Current and projected workload of the company
	4. Fee Proposal - The Consultant shall provide the City with a detailed fee proposal that provides a lump sum price for the outlined scope of services and includes the fee rate for staff for additional services if requested by City staff.
Section 7	
Required Forms	1. Conflict, Non-Conflict of Interest Statement and Litigation Statement
	2. Drug Free Workplace Certificate
	3. Addendum Acknowledgement, if applicable

VII. PROPOSAL SUBMITTAL

Please check the contents of your RFP package carefully to ensure that you have in your possession all the necessary documents, as referenced within this RFP, including any addenda. If you are missing any items, please contact the City's Purchasing Coordinator at 386-676-3223, or by e-mail at: Rob.Hart@ormondbeach.org.

Submission of a proposal pursuant to this RFP shall constitute acknowledgement and acceptance of the terms and conditions set forth herein. Portions of this RFP and the contents of the proposal submitted by the successful proposer may become contractual obligations if an Agreement is awarded. Failure of the successful proposer to accept these obligations may result in cancellation of the award of contract.

The City reserves the right to withdraw this RFP at any time without prior notice. All proposals submitted in response to this RFP become the property of the City of Ormond Beach.

Deadline for Submission: To be considered, proposals must be received no later than **11:00 a.m., April 6, 2021.**

Inquiries: Technical questions may arise as firms are preparing their proposals. The City will accept written inquiries regarding this RFP until seven (7) working days prior to the RFP due date. Questions received after that time will not be responded to. Answers to questions that warrant attention of all the potential proposers will be distributed in the form of an addendum. Please direct written inquiries to:

Rob Hart
 Purchasing Coordinator
 22 South Beach Street
 Ormond Beach, Florida 32174
 Telephone: (386) 676-3223
 Email: Rob.Hart@ormondbeach.org

The deadline to submit questions is March 30, 2021 at 5:00pm.

Signature Requirements: Proposals must be signed by a duly authorized official(s) of the proposing firm. Consortiums, joint ventures, or teams submitting proposals, although permitted and encouraged, will not be considered responsive unless it is established that all contractual responsibility rests solely with one firm or legal entity which shall not be a subsidiary or affiliate with limited resources. Each proposal shall indicate the entity responsible for execution on behalf of the proposal team.

Proposal Delivery: The City of Ormond Beach must receive one (1) unbound original plus one (1) electronic copy on compact disk (CD) or flash drive of the proposal no later than the date and time specified above. Submit proposals to: Rob Hart, Purchasing Coordinator, at City Hall down stairs in Room 101, 22 South Beach Street, Ormond Beach, FL 32174. The RFP title and number shall be plainly marked on the outside of the delivery envelope or package. It is solely the responsibility of the submitter to ensure that the Proposal is delivered on or before the specified date and time. Late proposals will not be accepted.

Addenda and Supplements to the Request for Proposals (RFP): In the event that it becomes necessary to revise any part of this RFP, or if additional information is necessary to enable the proposing firm to make an adequate interpretation of the provisions of this RFP, a supplement to the RFP will be provided to each firm that has requested a copy of this document.

Rejection Rights: The City of Ormond Beach reserves the right, at any time, to modify, waive or otherwise vary the terms and conditions of this RFP including, but not limited to, the deadlines for submission and submission requirements. The City further reserves the right to reject any or all submittals, to cancel or withdraw this RFP at any time and to negotiate with any party prior to or after submittal of proposals. Selection is also dependent upon the negotiation of a mutually acceptable contract with the successful proposers.

Cost of Proposal Preparation: No reimbursement will be made by the City of Ormond Beach for any costs incurred in the preparation of the proposal or presentation.

Proposals to be in Effect: Each proposal shall state that it is valid for a period of not less than 90 days from date of receipt.

VIII. EVALUATION PROCESS AND CRITERIA

The City of Ormond Beach will conduct an evaluation of all proposals, submitted by the deadline, to determine compliance with proposal requirements and mandatory document submissions. The committee will consist of members of the Planning, Public Works, and Finance Departments. The committee will evaluate proposals and select the Proposer that meets the best interests of the City, and will make a recommendation of Award of Contract to the City Commission.

The City reserves the following rights:

- Modify, extend, or cancel this RFP at any time to obtain additional proposals or for any other reason the City determines to be in its best interest;
- Issue a new RFP with terms and conditions that are the same, similar or substantially different as those set forth in this or a previous RFP in order to obtain additional proposals or for any other reason the City determines to be in its best interest;
- Conduct pre-award discussion and/or pre-award negotiations with any or all responsive and responsible proposer(s) who submit proposals determined to be reasonably acceptable of being selected for award; and, conduct personal interviews or require presentations of any or all proposer(s) prior to selection.
- Request that proposer(s) furnish additional information as the City may reasonably require.
- Accept or reject qualifications or proposals in part or whole, and/or waive any defect or deficiency in any proposal, if in the City's sole judgment, the defect or deficiency is not material in response to this RFP;
- Limit and/or determine the actual contract services to be included in a contract.
- Engage outside experts to assist staff in evaluating the merits and viability of each proposer.
- Obtain information for use in evaluating submittals from any source.
- Verify the information received in the proposal. If a proposer knowingly and willfully submits false information or data, the City of Ormond Beach reserves the right to reject that proposal. If it is determined that an Agreement was awarded as a result of false statements or other data submitted in response to this RFP, the City of Ormond Beach reserves the right

The City shall be the sole judge of the proposer's qualifications.

Evaluation Criteria: The most important evaluation emphasis will be placed upon the experience and past performance of the firm. The evaluation criteria are as follows:

	Evaluation Criteria	Potential Points
1.	Qualifications of staff	15

2.	Similar/Past Projects	25
3.	Project Approach	20
4.	Current Workload	10
5.	References	20
6.	Fee Proposal	10

Responsive proposals will be ranked in each of the criteria

IX. SCHEDULE OF PROPOSAL

March 7, 2021	Legal Advertisement
March 16, 2021 2:00 PM	Non-mandatory pre-submittal meeting via Zoom
March 30, 2021 5:00 PM	Last day for questions
April 6, 2021 2:00 PM	Proposals Due - one (1) original of the complete proposal packet along with one (1) fully complete electronic file in pdf format on either a CD or thumb drive. Both versions must be in a single sealed envelope. Submit proposals to the <u>Purchasing Coordinator City Hall Room 101</u> , 22 South Beach Street, Ormond Beach, FL 32174.
April 19, 2021 10:00 AM	Proposal Review and Rankings
April 26, 2021 2:00 PM	Pre-award meeting with selected consultant
May 18, 2021	City Commission Award
June 8, 2021	Notice to Proceed and Kick off Meeting

REGISTRATION AND INSURANCE REQUIREMENTS FOR VENDOR/CONTRACTOR WORKING ON CITY PROJECTS

Registration Requirements

VENDOR'S doing business within the City Limits must be registered with the City. Requirements for registering a business are as follows:

Copy of City Business Tax Receipt (where your business is located).

Certificate of Insurance showing General Liability and Workers' Comp (or State Workers' Comp Exemption form).

Application Fee: \$25.00 For more information, contact the City's Business Tax Receipt official.

State Certified/Registered Contractors

All registered contractors must be registered with Volusia County. Volusia County Contractor Licensing, 123 W. Indiana Ave., Rm 203, Deland, FL 32720 (386) 736-5957 Opt. 2 –(386) 248-8158 Fax. Certified Contractors have the option of registering with Volusia County, or providing information directly to the business tax receipt official.

If you have any questions regarding the above requirements, please contact the business tax receipt official at (386) 676-3370.

EXHIBIT A

Risk Management and Insurance Requirements

A. Payment and Performance Bonds

1. Except as otherwise provided herein, the Contractor shall, prior to beginning performance, deliver to the City, and the City shall record in the public records of Volusia County, Florida, the Contractor's Payment and Performance Bond in an amount equal to the full amount of the Contract.
2. (a) Payment and Performance Bonds shall not be required for any contract except those which are for the construction of a public building, for the prosecution and completion of a public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time) or for repairs upon a public building or public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time).
- (b) With respect to those Contracts for which Payment and Performance Bonds are otherwise required:
 - i. Unless the City Manager, or his designee, determines such Bond to be necessary to protect the interests of the City, no Contractor shall be required to provide a Payment and Performance Bond for any Contract which is for \$25,000.00 or less.
 - ii. Upon the request of the contractor, good cause shown by the Contractor, and a determination that the public health, safety and welfare will be sufficiently protected, the City Commission may exempt the contractor from the requirement of providing a Payment and Performance Bond for any Contract which is for more than \$25,000.00 but is less than \$200,000.00.
3. The Payment and Performance Bond shall list the Contractor as Principal and be issued by a surety insurer authorized to do business in Florida as a surety and listed as an acceptable surety in the Federal Register.
4. The Payment and Performance Bond shall be executed pursuant to Section 255.05, **Florida Statutes**, and be in a form substantially similar to the form set forth in Section 255.05(3), **Florida Statutes**.
5. The Payment and Performance Bond shall specifically provide coverage for delay damages due to a default by the Contractor.

6. The Payment and Performance Bond shall not make the Contract part of the Bond agreement.
7. In lieu of the Payment and Performance Bond, the Contractor may file with the Finance Director of the City, in an amount equal to the full amount of the Contract, cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit, or a security of a type listed in Part II, Chapter 625, **Florida Statutes**.
8. In the event the surety on any Payment and Performance Bond furnished by the Contractor is declared bankrupt or becomes insolvent, or its right to do business in the State of Florida is terminated, the Contractor shall, within five (5) working days thereafter, substitute another Payment and Performance Bond and surety acceptable to the City.
9. The Contractor is totally and solely responsible for keeping its surety informed as to the Base Contract Price as bid, significant changes in the Project Scope, and the overall progress and completion of the Project for the entire life of the Contract.
10. The payment and performance bond requirements stated herein above shall not be applicable to service-related contracts unless otherwise determined by the City Manager in order to protect the health, safety and welfare of the general public.

B. Contractual Provisions Relative to Risk Management

All contracts for any public works to be performed, and service-related contracts, for or on behalf of the City shall include the following, or substantially similar, provisions:

1. Hold Harmless

(a) General

The City, its agents, employees, and officials, both elected and appointed, shall be held harmless from and against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom, arising out of the agreement, contract or lease unless such claims are a result of the City's sole negligence, as determined by the final arbiter of such claim.

(b) Professional Services Contracts

The City, its agents, employees, and officials, both elected and appointed shall be held harmless from and against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom arising out of performance of the agreement or contract, unless such claims are a result of the City's sole negligence, as determined by the final arbiter of such claim.

The City, its agents, employees, and officials, both elected and appointed shall also be held harmless from and against all claims for financial loss with respect to the provision of or failure to provide professional or other services resulting in professional, malpractice, or errors and omissions liability arising out of

performance of the agreement or contract, unless such claims are a result of the City's sole negligence, as determined by the final arbiter of such claim.

2. Payment on Behalf of City

The Contractor shall pay all costs of the City's legal defense, as may be selected by the City, for all claims described in the Hold Harmless paragraph.

Such payment on behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

3. Loss Control/Safety

Precaution shall be exercised at all times by the Contractor for the protection of all persons, including employees and property. The Contractor shall comply with all applicable laws, regulations and ordinances related to safety and health, shall make special efforts to detect hazardous conditions, and shall take prompt action when loss control/safety measures are reasonably necessary.

The City may order work to be stopped if conditions exist that present an immediate danger to persons or property. The Contractor acknowledges that such work stoppage will not shift responsibility for any damages from the Contractor to the City.

4. Service Bond

For Service-related contracts only, the City may require the Contractor to secure a service bond with a minimum \$25,000 coverage limit for the period of the service agreement. The service bond covers dishonest acts of the contractor's employees against the City. A copy of the bond shall be provided to the City when the agreement commences.

Service-related contracts include and are not limited to businesses providing janitorial, pest control, general repair, security, carpet cleaning, locksmith, temporary employment, painting, moving services or other contracts as determined in the discretion of the Risk Manager as necessary to minimize loss.

C. Contractor's Insurance

1. General

The Contractor, including service-related contractors, shall purchase and maintain for the entire life of the Project, including any and all approved time extensions, until its final acceptance by the City, such insurance as will protect the Contractor from claims under Workers' Compensation, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees; from claims insured by usual or unusual injury liability coverage; from claims or injury to or destruction of tangible property and from claims insured by usual Commercial

General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the Contractor's operations under the Contract Documents, whether such operations be by the Contractor, by any Subcontractor, or by anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City, and may be reduced or eliminated at the sole discretion of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.

2. Types of Insurance and Limits of Liability

The insurance required herein shall be written for not less than any limits of liability specified and incorporated as part of the Contract Documents or as required by law, whichever is greater, and shall include the following:

- (a) Workers' Compensation Insurance in statutory limits for the State of Florida with Coverage B - Employer's Liability limits of not less than:

\$100,000. Each Accident Bodily Injury by Accident
 \$100,000. Each Employee Bodily Injury by Disease
 \$500,000. Policy Limit Bodily Injury by Disease

Certificate of Exemptions. If the contractor has a State-issued Certificate of Exemption, the contractor may provide a copy in place of the requirement for coverage. However, if the contractor subcontracts or retains any other person or entity to perform under the contract, that person or entity must provide proof of workers' compensation insurance as required by law or provide a Certificate of Exemption.

It is the intent of the City that any individual who either contracts directly with the city or performs any work on behalf of any such contractor be covered by workers compensation insurance or have a valid exemption from said coverage.

(If applicable to the Project, the policy must include benefits under the United States Longshoremen's and Harbor Workers' Act and the Jones Act coverage--all maritime coverage.)

- (b) Commercial General Liability Insurance shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 88, or its successor form, including but not limited to the following coverage (any deviation shall be noted on the Certificates of Insurance):

- a. Premises and Operations
- b. Owners' & Contractors' Protective
- c. Products & Completed Operation
- d. Explosion, Collapse & Underground Conditions
- e. Blanket Contractual Liability
- f. Personal Injury Liability

- g. Broad Form Property Damage Endorsement, including Completed Operations
- h. Independent Contractors
- i. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
- j. Pollution Liability (if applicable)
- k. Asbestos Abatement (if applicable)
- l. Fire Damage Liability

Certain coverage outlined above may not be required if they do not relate to the Project, as may be determined at the sole discretion of the City.

Commercial General Liability Coverage shall be written on an occurrence basis and the limits shall be no less than the following amounts for all tiers of Contractors and Subcontractors:

<u>Contract Value</u>	<u>Limits (not less than)</u>
0 - \$25,000	\$300,000 Each Occurrence \$300,000 General Aggregate* \$300,000 Aggregate Products & Completed Operations \$ 25,000 Fire Damage (any one fire)
\$25,001 - \$250,000	\$500,000 Each Occurrence \$1 Million General Aggregate* \$1 Million Aggregate Products & Completed Operations \$ 50,000 Fire Damage (any one fire)
\$250,001 - \$3,000,000	\$1 Million Each Occurrence \$1 Million General Aggregate* \$1 Million Aggregate Products & Completed Operations \$ 50,000 Fire Damage (any one fire)
\$3,000,001 & over	20% of the Value of the Contract [Minimum \$1 Million Each Occurrence/\$2 Million General Aggregate]

* NOTE: Commercial General Liability Coverage must be purchased on either a project basis (separate policy per contract) or an endorsement allocating an aggregate limit per location or specified project.

- (c) Automobile Liability Insurance for the operation, use, maintenance, loading or unloading of automobiles - ISO Symbol 1 (Any Auto) or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos).

<u>Contract Value</u>	<u>Limits (not less than)</u>
0 - \$25,000	\$300,000 Combined Single Limit
\$25,001 - \$250,000	\$500,000 Combined Single Limit
\$250,001 and over	\$1 Million Combined Single Limit

- (d) Excess Liability

For Contracts of \$250,000 or more, and in addition to the scheduled underlying policies for Commercial General Liability, Automobile Liability and Employers' Liability, the Contractor shall also provide an Excess Liability Policy with a maximum self-insured retention for occurrences insured in this Excess Policy not to exceed \$25,000 and a minimum limit of \$1 Million.

- (e) Professional Liability, Malpractice and/or Errors and Omissions

The Contractor shall purchase and maintain professional liability, malpractice, or errors or omissions insurance with minimum limits of \$1,000,000 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great a duration as is available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provides a retroactive date no later than the inception date of claims made coverage.

D. Requirements for Certificates of Insurance

1. With the execution of the Contract Documents, the Contractor, including service-related contractors, shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain an endorsement that the coverage under the policies will not be canceled, non-renewed or materially changed until at least thirty (30) days' prior written notice of such cancellation, non-renewal or change (except for nonpayment of premium, which shall be ten (10) days) and a copy of the cancellation endorsement signed by an authorized representative of the insurer, be given to the City. The contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of the Contract Documents.

2. New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
3. If requested by the City, the contractor shall immediately furnish complete copies of the Contractor's insurance policies, forms and endorsements.
4. For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.
5. If the Contractor fails to obtain and maintain for the life of the Project the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Contract.

E. Policies of Insurance

1. Except as otherwise provided in this Exhibit, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-), in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.
2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carriers; written confirmation is required.
3. All policies of insurance or certificates thereof referred to in this Exhibit shall be deposited with the City Clerk.
4. The City shall be named an Additional Insured on General Liability and Automobile Liability policies of insurance and certificates thereof.

RFP RESPONSE FORM

**Purchasing Coordinator
City of Ormond Beach
22 S. Beach Street
Ormond Beach, Florida 32174**

SUBMITTER accepts all of the terms and conditions of the General Conditions. SUBMITTER will sign the Contract) and submit the Contract security (when applicable) and other documents required by the Contract Documents within ten (10) days after the date of CITY's Notice of Award.

In submitting this information, SUBMITTER represents, as more fully set forth in the Agreement, that:

SUBMITTER has examined copies of all the RFP Documents and of the following Addenda:

March 12, 2021

March 30, 2021

1

2

Receipt of all of which is hereby acknowledged.

This Submittal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; SUBMITTER has not directly or indirectly induced or solicited any other Submitter to submit a false or sham Submittal; SUBMITTER has not solicited or induced any person, firm or a corporation to refrain from bidding; and SUBMITTER has not sought by collusion to obtain for himself any advantage over any other Bidder or over the CITY.

COMPANY NAME: Raftelis Financial Consultants, Inc.

VENDOR/CONTRACTOR LICENSE NUMBER: 20-1054069

ADDRESS: 341 N. Maitland, Suite 300, Maitland, FL 32751

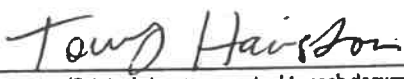
PHONE NO.: 407.960.1811

FAX NO.: 407.628.2610

SUBMITTER'S NAME: Tony Hairston

(Typed or Printed in Ink)

TITLE: Vice President

AUTHORIZED SIGNATURE: I,  hereby
(Original signature required in each document)

declare that I have read and fully understand the RFP Documents and, including the General Conditions and the Scope of Work, and that I am duly authorized to sign and submit this Submittal.

The CITY reserves the right to reject any and all Submittals, to waive informalities, and to accept any Submittal or parts thereof as the CITY, in its sole discretion, determines to be in the best interest of the CITY.

PROPOSER: PLEASE ENSURE THAT YOU HAVE SIGNED THE RFP RESPONSE FORM OF THIS REQUEST FOR PROPOSAL. OMISSION OF A SIGNATURE ON THAT PAGE MAY RESULT IN REJECTION OF YOUR PROPOSAL.

**City of Ormond Beach
Request for Proposals (RFP)
IMPACT FEE STUDY
(RFP No. 2021-08R)**

CITY OF ORMOND BEACH, FLORIDA

**CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT**

- ☒ To the best of our knowledge, the undersigned firm has no potential conflicts of interest due to any other clients or contracts for this project.
- ☐ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients or contracts for this project.
-
- ☒ The undersigned firm has had no litigation on any project in the last five (5) years.
- ☐ The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation during the past five (5) years.

Raftelis Financial Consultants, Inc.

COMPANY NAME

Tony Hairston

AUTHORIZED SIGNATURE

Tony Hairston

NAME (PRINT OR TYPE)

Vice President

TITLE

April 1, 2021

DATE

**City of Ormond Beach
Request for Proposals (RFP)
IMPACT FEE STUDY
(RFP No. 2021-08R)
CITY OF ORMOND BEACH, FLORIDA
DRUG-FREE WORKPLACE CERTIFICATION**

IDENTICAL OR "TIE" SUBMITTALS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals which are equal in respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violation.
- 3) Give each employee that engages in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) calendar days after such conviction.
- 5) Impose sanctions on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Raffelis Financial Consultants, Inc.

Company Name

Tony Hairston

Authorized Signature

Tony Hairston

Print Name

Vice President

Title

**City of Ormond Beach
Request for Proposals (RFP)
Impact Fee Study
(RFP No. 2021-08R)**

VERIFICATION OF EMPLOYMENT STATUS USING E-VERIFY SYSTEM

1. Undersigned firm warrants it **IS** currently registered with the U.S. Department of Homeland Security's E-Verify system, **and** is compliant with the requirements of Sections 448.09 and 448.095, *Florida Statutes*.
2. Undersigned firm warrants it **has not** had any contracts terminated as a result of violations of Sections 448.09 or 448.095, *Florida Statutes*, that prohibit it from contracting with a public agency.
3. Undersigned firm warrants that if it enters into an agreement with a subcontractor, an express provision shall be included in all of its subcontracts requiring subcontractors, who perform work or provide services pursuant to the contract, to use the E-Verify system to verify employment eligibility of all new employees hired by the subcontractor during the contract term.
4. Undersigned firm understands that any subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and the contractor understands it shall maintain any such affidavits for the duration of the contract, and the contract with the subcontractor must be immediately terminated if the City has a good faith belief that the subcontractor knowingly violated Section 448.09 (1), *Florida Statutes*.
5. Undersigned firm understands that in the event the City has a good faith belief that the contractor has knowingly violated Section 448.09 (1), *Florida Statutes*, the City shall terminate the contract, and the contractor may not be awarded a public contract for a period of at least one (1) year after the date of termination. The contractor may be held liable for any additional costs incurred by the City as a result of termination of the contract.

Rattelis Financial Consultants, Inc.

COMPANY NAME

Tony Hairston

AUTHORIZED SIGNATURE

Tony Hairston

NAME

Vice President

TITLE

April 1, 2021

DATE

**EVALUATION FORM
IMPACT FEE STUDY
RFP 2021-08R**

Name of Firm: _____

Reviewer: _____

Date: _____

Points

Qualifications of Staff (15 pts max.) _____

Similar/Pasts Projects (25 pts max.) _____

Project Approach (20 pts max.) _____

Current Workload (10 pts max.) _____

References (20 pts. max.) _____

Fee Proposal (10 pts. max.) _____

TOTAL POINTS: _____

Scoring Criteria:

Each reviewer will score each firm and scores for that firm will be added together. The firm with the highest score may be awarded with commission approval for this project.



Exhibit B



Impact Fee Update

RFP #2021-08R / APRIL 6, 2021

City of Ormond Beach





Diversity and inclusion are an integral part of Raftelis' core values.

We are committed to doing our part to fight prejudice, racism, and discrimination by becoming more informed, disengaging with business partners that do not share this commitment, and encouraging our employees to use their skills to work toward a more just society that has no barriers to opportunity.



Raftelis is registered with the U.S. Securities and Exchange Commission (SEC) and the Municipal Securities Rulemaking Board (MSRB) as a Municipal Advisor.

Registration as a Municipal Advisor is a requirement under the Dodd-Frank Wall Street Reform and Consumer Protection Act. All firms that provide financial forecasts that include assumptions about the size, timing, and terms for possible future debt issues, as well as debt issuance support services for specific proposed bond issues, including bond feasibility studies and coverage forecasts, must be registered with the SEC and MSRB to legally provide financial opinions and advice. Raftelis' registration as a Municipal Advisor means our clients can be confident that Raftelis is fully qualified and capable of providing financial advice related to all aspects of financial planning in compliance with the applicable regulations of the SEC and the MSRB.

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Photo on cover courtesy of Melissa Johnson (Flickr)

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April 6, 2021

Mr. Rob Hart
Purchasing Coordinator
City of Ormond Beach
22 South Beach Street
Ormond Beach, FL 32174

Subject: Proposal for Impact Fee Update (RFP #2021-08R)

Dear Mr. Hart:

Raftelis is pleased to provide this submittal in response to the City of Ormond Beach's (City) Request for Proposals (RFP) for an update to the impact fees charged to new development. Based on the City's RFP, this study will include preparing an impact fee analysis for water, sewer, reclaimed wastewater, local roads, parks and recreation, and stormwater for the City. We are committed to providing the City with the highest quality service and expertise on this important project. We will provide the City with a comprehensive consulting team with impact fee, financial, and planning experience.

Raftelis has one of the largest consulting practices in the nation solely focused on the financial and management aspects of municipalities. Raftelis has more than 120 consultants located in 15 offices throughout the United States, and our capabilities include non-utility and utility impact fees, data services, stormwater utility implementation, organizational assessments, and strategic planning for municipalities. The consultants in our local Florida office have completed and implemented over 40 successful municipal impact fee studies. For water and sanitary sewer impact fees, our local staff has completed well over 100 studies. I will be the Project Director for this engagement and will be responsible for overall project accountability. I have 20 years of financial consulting experience, including experience with a variety of impact fee issues, and will be assisted by staff that also has extensive experience with impact fees. Our Project Manager will be Shawn Ocasio, who has 11 years of experience in various municipal finance engagements, including impact fee projects. Together, we collaboratively assist stakeholders and government leaders to make wise fiscal choices based on best practices for impact fees, infrastructure funding, and growth management.

In addition to Raftelis, we are excited to team with Stephanie Shealey, PE of Kittelson & Associates, Inc. on Ormond Beach's road impact fees. Stephanie is a Senior Engineer with Kittelson & Associates and has over 11 years of experience providing transportation engineering services and development services. She will be primarily responsible for leading the technical analysis in support of the road and mobility impact fee analysis for the project.

Susan Schoettle-Gumm, PLLC is our second subcontractor. Susan is a Florida-licensed attorney, with over 30 years of experience working on funding mechanisms for local governments. With over 15 years working in her Florida firm as an outside legal consultant and over 10 years as an in-house attorney in the Sarasota County Attorney's Office, Susan has experience and insight on finding workable solutions within legal, technical, community, and political concerns. Raftelis has worked with Susan on impact fee studies in several Florida jurisdictions and values her contribution throughout the study process. She will be primarily responsible for identifying any legal considerations and minimum requirements for a legally defensible impact fee.

We appreciate this opportunity to submit our proposal to the City of Ormond Beach on this important project. If you have any questions about our proposal, please do not hesitate to contact us with the following contact information:

Tony Hairston, Project Director
O: 407.960.1811 / E: ahairston@raftelis.com

Shawn Ocasio, Project Manager
O: 407.628.2600 / E: socasio@raftelis.com

Very truly yours,



Tony Hairston
Vice Manager

WHO IS Raftelis

**RAFTELIS IS THE TRUSTED
ADVISOR TO UTILITIES
AND THE PUBLIC SECTOR.**

+ VISIT [RAFTELIS.COM](https://raftelis.com) TO LEARN MORE

Raftelis provides utilities and public-sector organizations with insights and expertise to help them operate as high-performing, sustainable entities providing essential services to their citizens. We help our clients solve their financial, organizational, technology, and communication challenges, achieve their objectives, and, ultimately, make their communities better places to live, work, and play.

Philosophy and General Approach

The City is seeking a comprehensive update to its utility and municipal impact fees including water, sewer, reclaimed wastewater, local roads, parks and recreation, and stormwater services to ensure proper recovery of expansion related costs for each service from new development. The need for capacity to serve growth is generally the result of new development and redevelopment of existing structures. As new development is anticipated to continue for the City, a review of the capacity needs for municipal and utility services and the related costs incurred to provide them should be undertaken periodically. Through this exercise, the City will be able to establish valid impact fees based on the appropriate level of service for each area of utility and municipal service and the cost for each unit of new development to maintain this level of service as the City continues to grow and redevelop.

As a source of capital funding, impact fees have certain restrictions established under state law and must not be combined with general revenues, such as sales and property taxes. Impact fees are one-time charges to new development for specific public infrastructure that benefits new development. In contrast to project-level improvements, impact fees fund growth-related infrastructure that benefit multiple development projects, or the entire jurisdiction (generally referred to as system improvements). Impact fees are intended to proportionately allocate infrastructure costs to all types of new development. There are three general methods for calculating development impact fees. The choice of the best method depends primarily on the timing of infrastructure construction (past, concurrent, or future) and service characteristics of the type of development being addressed. These methods can be used simultaneously for different cost components considered in the development of impact fees. Regardless of the methodology, a consideration of “credits” is integral to the development of a legally defensible impact fee study. In addition, impact fee revenues must be used to fund the type of infrastructure for which the fee was collected, while providing a timely and measurable benefit to new development.

Raftelis’ team will help the City update its existing impact fees to recover the growth-related share of infrastructure costs for the various utility and municipal services, thus mitigating the funding burden on existing taxpayers and utility customers. Raftelis has a unique offering the City can leverage for success with the ability to provide local, national, and former utility employee knowledge and perspective for this project.

Background

An impact fee is a charge imposed on new users of real property to help finance the capital cost of municipal services necessary to serve new development. The purpose of an impact fee is to assign, to the extent practical, growth-related capital costs to those new residents or users responsible for such additional costs. The impact fee is considered to be a new user’s contribution to capital costs that are required for facilities in order to provide a comparable level of service capacity to that which is being provided to existing customers.

Impact Fee Criteria

To the extent new population growth and associated development imposes identifiable capital costs to municipal services, those costs should be recovered from the residents or system users responsible for the costs rather than the existing population base. Generally, this practice has been labeled as “growth paying its own way.”

Florida Statute and Florida case law identifies certain conditions for a valid impact fee imposed by municipalities. Generally, these conditions involve the following issues:

1. The impact fee must meet the “dual rational nexus” test. First, impact fees are valid when a reasonable connection or rationale exists between the anticipated need for additional capital facilities and the growth in population. Second, impact fees are valid when a reasonable association, or rational nexus, exists between the expenditure of the impact fee proceeds and the benefits accruing to new development from those proceeds.
2. The system of fees and charges should be set up so that there is not an intentional windfall to existing users.
3. The impact fee should, to the extent practical, only cover the capital cost of construction and related costs thereto (engineering, legal, financing, administrative, etc.) for capital expansions or other capital requirements that are required solely due to growth. Therefore, expenses due to upgrading a facility serving existing customers (e.g., replacement of a capital asset) or an increase in the level of service should be borne by all users of the facility. Likewise, increased expenses due to operation and maintenance of that facility should be borne by all users of the facility.
4. Impact fee revenue should be set aside in a separate account, and separate accounting must be made for those funds to ensure that they are used only for the lawful purposes described above.

Based on the criteria above, impact fees should: 1) include only the estimated capital cost of facilities necessary to serve anticipated new development; 2) reflect only an allocated portion of costs associated with improvements of existing capital assets of the City; and 3) should not include any costs of operation and maintenance of any facilities, including those facilities financed in part with impact fees.

Florida Statutes provide for additional criteria in the design of impact fees. Section 163.31801 of the Florida Statutes further provides that an impact fee adopted by ordinance of a county or municipality or by resolution of a special district must, at a minimum:

1. Require that the calculation of the impact fee be based on the most recent and localized data
2. Provide for accounting and reporting of impact fee revenues and expenditures in a separate accounting fund
3. Limit administrative charges for the collection of impact fees to actual costs
4. Require that collection of the fee cannot occur before the issuance of a building permit
5. Require that notice be provided no less than 90 days before the effective date of an ordinance or resolution imposing an increase in impact fees

Additionally, the Florida Impact Fee Act requires that audits of financial statements of local governmental entities and district school boards that are performed by a certified public accountant pursuant to Florida Statute 218.39, submitted to the Auditor General, must include an affidavit signed by the chief financial officer of the local governmental entity or district school board stating that the local governmental entity or district school board has complied with this section.

General Project Approach

Our project approach has been developed through years of experience, and we follow industry standard methods applied specifically to the City's unique characteristics to ensure fair and equitable impact fees that are defensible and meet the needs of the City.

Our Team's approach is based on our understanding of the major objectives to be accomplished by the study that are as follows:

1. Determination of projected demands and capital needs of the City to fund growth-related water, wastewater, reclaimed wastewater, local roads, parks and recreation, and stormwater related requirements
2. Determination of reasonable level of service standards for the development of water, wastewater, reclaimed wastewater, local roads, parks and recreation, and stormwater impact fees consistent with the City's comprehensive plan information and requirements, industry standards, and current service levels provided by the City
3. Development of impact fee rate structures taking into account the estimated capital costs associated with utility and municipal services' capacity needs, other available funding sources, and the classes of customers for which the fees will be applied (i.e., single-family residence, multi-family residence, commercial by class, etc.)
4. Assistance in updating and drafting the impact fee ordinances to adopt the proposed impact fees and associated administrative procedures
5. Documentation and presentation of the study results to the City's staff and City leadership

Specific Project Approach

We believe that the City's impact fees should be consistent with management's goals, the existing capital planning process, financial information systems and operating data, and the project goals, objectives, and criteria outlined previously in this section. The critical nature of the consultant's role will require a project team capable of coordinating with City staff to resolve questions related to impact fee issues, such as:

- Capital funding plans
- Level of service requirements
- Service categories and attributes
- Rate structures by customer class

Our approach to providing the proposed consulting services will place a major emphasis on the coordination elements of the study process. The key to successfully completing the scope of services and meeting the project deadlines is to start with a well-conceived project plan with clearly delineated tasks and deliverables, properly manage the resources necessary to complete the study, and effectively coordinate our team's activities with the City.

In the proposed impact fee study work plan, we have made allowances for meetings with City staff throughout the study to develop and review study assumptions and results. The work plan also includes attendance at public meetings to present the study results to the City Council.

Experience has taught us to perform impact fee studies in a series of phases. We have found this approach to be very successful in meeting the needs of our clients. We believe a phased approach to the work plan will enhance the coordination efforts of our project team and City staff for the following reasons:

1. A phased approach allows City staff to get involved in the fundamental planning assumptions and analysis at various points throughout the study and to continuously monitor the study progress, which is critical to the timely completion of the rate study project.

2. It allows City staff to provide more effective input to the study process with respect to strategic decisions and to affirm that the study is on course and consistent with the City's policies, goals, and objectives, thus ensuring a successful project.
3. It allows City staff members to fully understand and review the individual study components and promotes a more effective public information program.
4. It results in a cost-effective project as each phase builds on the results of the prior phase.

Our approach also includes project management and quality control steps to ensure that study results are reasonable, achieved cost effectively, and are on schedule. A detailed rate study schedule will be developed in conjunction with City staff. The schedule will be reviewed by our Project Manager, Shawn Ocasio, on an ongoing basis and updated, as required, to keep track of study progress. Scheduling problems, corrective measures and adjustments, as necessary, will be coordinated with City staff as they occur. Additionally, a detailed cost estimate by study task will be prepared for each specific project phase and task. The cost estimate will be used to track actual project costs and will be reviewed monthly to ensure project cost control.

Generally, in these types of studies, the major issues and problem areas include identifying proper service categories and establishing a reasonable basis for a fair apportionment of the costs for the service categories based on level of service considerations. We propose to deal with these issues through detailed discussions with the City's planning staff about future development and land uses, experience and problem areas associated with implementing the current fee schedule, development of appropriate alternative fee application methods, and the use of empirical data and accepted industry standards to support our recommendations.

THE CITY & RAFTELIS

The Right Fit

We believe that Raftelis is the right fit for this project. We provide several key factors that will benefit the City and help to make this project a success.



RESOURCES & EXPERTISE

This project will require the resources necessary to effectively staff the project and the skillsets to complete all of the required components.

With 120 consultants, Raftelis has one of the largest financial and rate consulting practices in the nation solely focused on the financial and management aspects of municipalities. Our depth of resources will allow us to provide the City with the technical expertise necessary to meet your objectives. In addition to having many of the industry's leading rate consultants, we also have experts in key related areas, like stakeholder engagement and data analytics, to provide additional insights as needed.



DEFENSIBLE RECOMMENDATIONS

When your elected officials and customers are considering the validity and merit of recommended changes, they want to be confident that they were developed by experts using the latest industry standard methodology.

Our senior staff is involved in shaping industry standards by chairing various committees within the American Water Works Association (AWWA) and the Water Environment Federation (WEF). Raftelis' staff members have also co-authored many industry standard books regarding utility finance and rate setting. Being so actively involved in the industry will allow us to keep the City informed of emerging trends and issues and to be confident that our recommendations are insightful and founded on sound industry principles. In addition, with Raftelis' registration as a Municipal Advisor, you can be confident that we are fully qualified and capable of providing financial advice related to all aspects of utility financial planning in compliance with federal regulations.



HISTORY OF SIMILAR SUCCESSES

An extensive track record of past similar work will help to avoid potential pitfalls on this project and provide the know-how to bring it across the finish line.

Raftelis staff has assisted 1,200+ utilities and municipalities throughout the U.S. with financial and rate consulting services with wide-ranging needs and objectives. Our extensive experience will allow us to provide innovative and insightful recommendations to the City and will provide validation for our proposed methodology ensuring that industry best practices are incorporated.



RATES AND FEES THAT ARE ADOPTED

For the study to be a success, rates must be successfully approved and implemented.

Even the most comprehensive rate study is of little use if the recommendations are not approved and implemented. Raftelis has assisted numerous agencies with getting proposed rates successfully adopted. We develop a message regarding the changes that is politically acceptable and convey that message in an easy-to-understand manner. We focus on effectively communicating with elected officials about the financial consequences and rationale behind recommendations to ensure stakeholder buy-in and successful rate adoption.

27 years
serving the
public sector

How
we
stack
up

OUR TEAM INCLUDES

120+ consultants focused on
finance/management/communication/
technology for the public sector

5 chairs & **20** members of
**AWWA and WEF utility finance and
management committees and subcommittees**

& the
President of AWWA

RAFTELIS HAS PROVIDED ASSISTANCE FOR

1,200+ public agencies
and utilities

that serve more than

25% of the
U.S. population

including the agencies serving

38 of the nation's
50 largest cities

In the past year alone, we worked on

900+ projects for **600+** agencies in **44** states

Organizational Chart

WE HAVE DEVELOPED A TEAM OF CONSULTANTS WHO SPECIALIZE IN THE SPECIFIC ELEMENTS THAT WILL BE CRITICAL TO THE SUCCESS OF THE CITY'S PROJECT.

Our team includes senior-level professionals to provide experienced project leadership with support from talented consultant staff. This close-knit group has frequently collaborated on similar successful projects, providing the City with confidence in our capabilities.

Here, we have included an organizational chart showing the structure and percentage of time available to commit to this project. For more detailed information on firm capacity, please refer to "Current Workload" in Section 6 – Methodology and Technical Approach. On the following pages, we have included resumes for each of our team members as well as a description of their role on the project.

CITY OF ORMOND BEACH

PROJECT DIRECTOR

Tony Hairston (15%)

PROJECT MANAGER

Shawn Ocasio (20%)

IMPACT FEE TECHNICAL ADVISORS

Henry Thomas (15%)

Joe Williams (15%)

MOBILITY IMPACT FEE LEAD

Stephanie Shealey PE, PTOE, PTP (20%)

LEAD ANALYST

Michelle Galvin (30%)

LEGAL EXPERT

Susan Schoettle-Gumm PLLC (15%)

Tony Hairston

PROJECT DIRECTOR

Vice President (Raftelis)

ROLE

Tony will be responsible for overall project accountability and will be available to provide quality assurance and control, industry perspective, and insights into the project.

PROFILE

Tony currently serves as Vice President in Raftelis' Maitland, FL Office. He has 22 years of experience implementing financial, management, and data solutions for utility and other municipal clients. He has both managed and provided technical analysis on a variety of complex financial and management projects including comprehensive utility rate studies, impact fees, bond feasibility reports, and assisting numerous municipalities and utilities in addressing their rate-setting and financial planning goals. He has assisted governmental clients with projects including the creation and planning of several new wastewater utilities to protect the near shore water quality of the Florida Keys. Tony has presented papers at the WaterReuse Foundation, Florida and Alabama/Mississippi AWWA conferences, and regional conferences such as the Tampa Bay Water Shortage Management workshop. Tony also co-authored a chapter entitled, "Projecting Customer Demand," for the Fourth Edition of the industry guidebook, *Water and Wastewater Finance and Pricing: The Changing Landscape*.

KEY PROJECT EXPERIENCE

Florida Keys Aqueduct Authority (FL)

Tony served as project manager for numerous water and wastewater rate projects for the Florida Keys Aqueduct Authority (FKAA) since 1999. Various projects have included the bond feasibility report for the Series 2019 Water Revenue Bonds (\$45,010,000), Series 2007 Water Revenue Bonds (\$53,975,000) and Series 2006 Water Revenue Bonds (\$49,700,000). Feasibility reports for various wastewater program initiatives, development of wastewater rates in five (5) separate wastewater service areas and the eventual consolidation of wastewater rates. Tony provided public outreach to future customers in each of these service areas and presented rates to the FKAA Board for adoption. Tony conducted a comprehensive water rate and impact fee study for the Aqueduct and provided periodic updates of the water financial forecast and capital financing plan. Tony also developed initial reclaimed water rates and financial policy for the FKAA's initial reclaimed water program in the Big Coppitt service area.

Volusia County (FL)

Tony has been the project manager or lead consultant on numerous engagements with Volusia County (County). In 2016 Raftelis is providing an alternative water supply cost allocation analysis to the County and three nearby municipal utilities. In 2010, Tony managed a utility rate study including a five-year financial forecast and design of potable water, wastewater, and reclaimed water rates. The County was enduring several years of stagnate growth while addressing several regulatory challenges such as alternate water supply planning and effluent disposal quality and capacity. The



Specialties

- Utility cost-of-service & rate structure studies
- Bond feasibility reports
- Impact fee studies
- Alternative water supply planning
- Long range financial planning & feasibility studies
- Cost analysis & cost allocation

Years with this Firm/ Other Firms

- Raftelis: Vice President (2018-present); Senior Manager (2015-2018); Manager (2012-2014)
- Public Resources Management Group (PRMG): (1998-2012)
- Federal Reserve Bank of Richmond, VA: Bank Analyst (1995-1998)

Education

- Master of Science in Economics - Florida State University (1995)
- Bachelor of Science in Economics - Florida State University (1993)

Certifications

- Series 50 Municipal Advisor Representative

Professional Memberships

- AWWA: Founding Chair of Florida Section Rates & Finance Committee
- Florida Government Finance Officers Association
- Florida Stormwater Association

Percentage to of time to be assigned this project: 15%

financial forecast element was focused on capital finance planning including the purchase of a strategic land area for the purpose of developing alternative water sources. The rate design efforts included the adjustment of base water rates to increase revenue stability, adjustments to water conservation rates including non-residential customers, wastewater rate adjustments, and reclaimed water rate alignment with potable water incentives. The proposed rates were presented to the County Council during a public workshop and again at a public hearing for adoption by resolution. Other projects provided to the County have included service area evaluations, impact fee studies, developer fee analysis, and ongoing capital finance planning.

Sewerage and Water Board of New Orleans (LA)

Tony served as project manager for Sewerage and Water Board of New Orleans (SWBNO) projects since 2018 including: bond debt service Qualified Independent Consultant opinion letters, bond rating presentations, financial forecasts and management of water audits. To complete these projects, Tony managed a specialized Raftelis team and coordinated with SWBNO financing team including the financial advisor, bond counsel, and management. Tony recently assisted SWBNO in credit rating agency presentations and water audit presentations to the SWBNO Finance and Audit Committee.

City of Goodyear (AZ)

From 2017 to 2018, Tony lead a specialized team to update the City of Goodyear's (City) development impact fees. The project includes impact fees for water, wastewater, police, fire, recreation, and streets. Pursuant to ARS Sec. 9-463.05 Raftelis developed a land use assumption plan, infrastructure improvements plan, and impact fee study. The City's infrastructure requirements have been increasing due to growth, resulting in fee increases. Tony worked closely with City management and the development community to review the infrastructure projects and how those projects related to growth and ultimately the proposed impact fees. After several work sessions with the City Council and the development community, the plan and fees were adopted by the City in late 2018.

Tampa Bay Water (FL)

Project experience with Tampa Bay Water includes future water supply financial planning, reclaimed water resources pricing, and Member Government outreach services. A customized interactive financial forecast and rate model for the Tampa Bay Water Member Government Reclaimed Committee was created and presented to the Committee for future water supply planning. The project included careful review of forecast assumptions with Member Government representatives and Tampa Bay Water management and featured an analysis of the City of Tampa's proposed TAP project, Hillsborough County's SHARP project, along with other traditional water supply options. The report was finalized in July 2018 and adopted by the Member Government Reclaimed Water Committee.

Brunswick Glynn Joint Water and Sewer Commission (GA)

The Brunswick Glynn Joint Water and Sewer Commission (BGJWS) has a unique service area with a combination of a low-income small urban service area, a growing suburban service area, and a seasonal wealthy coastal resort service area. Tony managed a rate study that involved increasing the BGJWSC revenue stability while maintaining affordable utility bills at low usage levels. A comprehensive five-year financial forecast model, cost of service, and rate structure analysis was developed for BGJWSC. Several rate options were presented to management and ultimately to the BGJWSC Commission. After several requests for additional information, the Commission ultimately adopted and has successfully implemented the proposed rates.

Pinellas County (FL)

Tony has served as project manager for a Utility Business Case and Rate Sustainability study for the Pinellas County (County) potable water, wastewater, and reuse water utility. This project is a comprehensive analysis that combines business planning with rate sustainability analysis. The rate sustainability analysis included a review of all potable water, wastewater, and reuse water rates. A pricing objectives workshop was conducted with key stakeholders in order to

prioritize the rate structure pricing objectives. After a review of all monthly rates with the County, potable water and wastewater rate structures that included base charges by meter size, potable water conservation rates, and modifications to multi-family base charges were all designed and validated by the County steering committee. Relevant bill impact and comparisons were reviewed in order to gain an understanding of impacts to customers.

The business plan involved the review of various business processes and impact analysis on a number of potential process changes including conversion from bi-monthly billing to monthly billing and implementation of AMI metering infrastructure. The steering committee included staff from all utility functions including budget, operations, maintenance, field services, revenue collection, customer service representatives and management. Through a series of workshops with the County, a business case was developed that included both the financial and organization and customer service impacts to each initiative. The results of both the rate sustainability and business case were reviewed and validated by the County steering committee. Final results are scheduled for completion and presentation to the Board of County Commission in early 2015.

Emerald Coast Utilities Authority (Pensacola, FL)

Emerald Coast Utilities Authority (ECUA) has identified over \$233 million of water/wastewater capital improvements to be implemented in order to be consent order and maintain its utility infrastructure. Raftelis developed an interactive utility financial model to support ECUA's bond and provide a decision support tool for ECUA staff. The financial model provided a five year forecast, interactive dashboard, and capital funding/bond analysis features in order for ECUA to evaluate various alternative funding scenarios. Raftelis collaborated with ECUA staff to develop a strategy of bond sizing placements to complete critical capital improvements while maintaining a strong financial position. Raftelis also develop a financial feasibility report for inclusion in ECUA's official statement for the proposed Utility System Refunding Revenue Bonds, Series 2015 and provided support to ECUA's team of financial advisors.

City of Auburn (AL)

Tony served as project manager on several projects with the City of Auburn (City) and the Water Works Board of the City of Auburn (AWWB). He assisted the AWWB with its drought rate policies in 2008 and 2011 in response to severe drought conditions affecting the AWWB water supplies. Tony led a review of historical water usage patterns and recommended a phased approach for the implementation of drought rates corresponding to changing drought conditions. He also conducted comprehensive water and wastewater rate and access fee studies on behalf of the AWWB and the City. In 2011, Tony conducted a review of the City's solid waste residential collection rates and assisted the City in a multi-year phase of rates to better align revenues with costs while mitigating customer impacts. All studies required several public workshops and meetings with the City Council and AWWB Board and recommendations were subsequently adopted by the applicable governing bodies. Most recently in 2014 both the water and sewer rate studies were updated. In particular the water rates were reviewed for sufficiency to meet the financing requirements of a reconstruction of major water supply facilities along with rate structure options for Board consideration. The 2014 study also included a review and recommended changes to the fire protection charges to better reflect costs and ease the administration of this service by simplifying the fee structure.

Alabaster Water Board (AL)

Tony has managed Raftelis' projects with the Alabaster Water Board. Raftelis was initially engaged by Alabaster Water Board in 2013 to review revenue sufficiency and debt service coverage associated with a recent revenue bond issue. Following this engagement, in 2014 Raftelis was retained to conduct a rate study including a review and comparison of various miscellaneous utility fees with other nearby service providers. Raftelis worked with Alabaster Water Board staff to review the actual cost of providing various services, and approaches to future service charges balancing cost and customer service. In addition to miscellaneous charges, Raftelis developed a six year financial forecast that included capital funding and water sales scenario analysis based on recent trends and possible future outcomes. Raftelis staff reviewed the financial model and various scenarios during several onsite and web based work sessions. In addition,

certain rate structure options were reviewed including options to increase fixed revenue recovery. These options were presented to the Board in September 2014 and the option to increase base charge recovery was adopted by the Board in October 2014.

Daphne Utilities (AL)

Tony managed a water and wastewater rate study for Daphne Utilities (DU). DU wanted to conduct a rate study in order to ensure a cost justified rate schedule that could be communicated to its customer base and ensure adequate and appropriate cost recovery. The rate study included several components such as: 1) Pricing Objectives Workshop: Raftelis held a kick-off meeting with utilities staff and the Board chairman to review the existing rate structure and identify the key pricing objectives of Daphne Utilities. The session included the identification of cost based rates, affordability, and revenue stability as the most important pricing objectives that the new rate structure should achieve. ; 2) Cost-of-Service model and Rate Design Model: Raftelis developed a Cost-of-Service model for the water and wastewater systems, which included an allocation of administrative activities to the natural gas activities. Based on the Cost-of-Service model and the pricing objectives parameters, Raftelis developed a rate design model that included various features including the input of various minimum gallons to be included in the monthly base charge. Other parameters included readiness-to-serve factors by meter size, billing charge components, and outside surcharges. 3) Bill Impacts and Comparisons: Based on a thorough analysis of the water and wastewater billing statistics, Raftelis was able to identify usage levels of various customer classes and indicate the potential change in monthly bills that would occur under any proposed rate structure. Also the existing and proposed bills were compared to other utility providers; and 4) Presentation: Tony presented the study to the Board in May 2015 and the Board accepted the recommendations. Implementation is scheduled for October 2015.

City of Tuscaloosa (AL)

This City of Tuscaloosa (City) has been experiencing rapid growth related to increasing enrolment at the University of Alabama and other factors. The City reports that this growth is placing a direct burden on City infrastructure engaged Raftelis to conduct an impact fee study in order to determine a defensible methodology and calculation of impact fees in order to recover the proportionate share of costs that growth imposes on City infrastructure. The identified infrastructure includes water, sewer, stormwater, streets/roads, police, and fire services.

Tony is managing the first phase of this project which includes analysis and recommendations for water and wastewater impact fees and a feasibility analysis related to other potential impact fees. The completion of this first phase is scheduled for Fall 2015 with additional phases to be completed in 2016.

Village of Islamorada (FL)

The Village of Islamorada (Village), located in the Florida Keys, is implementing a \$115 million central wastewater program by 2015 in order to comply with State of Florida mandates regarding near shore water quality. The wastewater project involves the retrofit of essentially its entire incorporated area, which is currently served by septic tanks and package plants. Tony has served as project manager with regard to ongoing financial planning and wastewater rate policy for the Village. Originally, the financial model included a 10-year forecast based on the Village's planned method of delivery using the traditional design-bid-build procurement process. However, in 2010 the Village began to explore the design-build-operate (DBO) procurement process as an expedited and more cost effective approach to complete this project. The Village has also maintained two options for treatment services, including onsite wastewater treatment facilities or wholesale treatment services from a nearby special utility district. The financial forecast has evolved to include the DBO procurement method and include the two treatment options, along with additional funding and other options. The financial forecast has been used by the Village for securing \$20 million in grant funds, \$46 million in low-interest loans, and additional line of credit funding. In addition to financial forecasting and rate policy consulting, Tony participated as a selection committee member with regard to the qualifications and selection process of the DBO procurement. Tony led the committee member efforts regarding evaluation of the various pricing proposals submitted by qualified DBO entities, and presented the results which were accepted by the Village Council. Tony is currently

conducting a wastewater rate study for the Village and continues to manage ongoing utility rate and financial consulting services for the Village.

City of Marathon (FL)

The City of Marathon (City) is one of several jurisdictions located in the Florida Keys that has been mandated by the State of Florida to provide central wastewater service to its residents. The City also implemented extensive stormwater infrastructure improvements concurrent to the wastewater project. Tony initially provided public outreach and financial and rate planning support to the City beginning in 2006. As the program became more developed, Tony led a financial forecast study to provide the City with a planning tool for future policy decisions and loan procurement. In 2008, Tony managed a financial feasibility study/report which was used by the City and its financial advisor to secure \$30 million of bank-qualified financing and over \$80 million of SRF loan financing for the stormwater and wastewater project. Later in 2008, Tony led the City's initial rate study including public outreach and presentation to the City Council. The proposed rates and stormwater assessments were adopted and implemented by the City. Tony continues to manage ongoing utility rate and financial consulting services to the City of Marathon.

Key Largo Wastewater Treatment District (FL)

Tony has served as project manager for the initial wastewater rate and rate policy development for the Key Largo Wastewater Treatment District (District). The Key Largo Wastewater Treatment District was created by the Florida legislature in June 2002 for the purpose of constructing wastewater treatment systems in the Upper Florida Keys. In 2005, the District was nearing completion of construction in two areas and needed to establish utility rates for these areas and future wastewater service areas where additional construction was planned. Tony led a study of the District's near and long-term revenue requirements with respect to serving these areas. Because the initial wastewater service area was relatively small, a careful analysis of potable water consumption patterns was conducted in order to reasonably forecast future wastewater billings. Initial rates were developed for the first service areas, and these rates were tested and revised in order to provide a consistent rate policy and structure as new areas were added and economies of scale were anticipated. The initial rates and financial forecast were presented to the District Board and adopted as proposed in 2005. Updates to the wastewater financial forecast were provided in 2007 and 2009 which showed that the initial rate development remained valid. The 2009 update was utilized by the District to secure \$30 million in a bank qualified loan to finalize its capital funding efforts.

City of Boca Raton (FL)

Tony managed several projects including a utility revenue sufficiency analysis and a utility rate study for the City of Boca Raton (City). The rate study was completed at the time of decreasing water demand and uncertain economic conditions while significant capital improvements were being completed by the City. Rates were proposed and adopted by the City Council based on recommendations from the rate study and subsequent presentations by Tony. Other studies completed for the City include electric pass-through costs analysis and wastewater availability charge analysis.

City of Oviedo (FL)

Tony has managed several projects for the City of Oviedo (City) including an acquisition analysis of the Alafaya Utilities wastewater system (Utilities), financial feasibility report for the Series 2010A and 2010B Bonds (\$35,900,000), and ongoing financial forecasts for the City's utility system. The acquisition analysis included a review of historical Utilities' operations and several meetings with the owner's representatives and City representatives. The acquisition analysis considered the historical net revenue stream and reflected certain adjustments for operations under City ownership including a combination of benefits from management synergies as well as lost revenue due to property and franchise fee collections. The City negotiated a successful agreement for the purchase of the Utilities system and has integrated the system into the City's operations. Tony also led utility rate studies that included new reclaimed water service to existing City potable water customers. A financial and demand model was created in order to assist the City in anticipating potable water demand reductions in response to increasing reclaimed water availability. Rate structures were

recommended to the City in order to mitigate the impact of the expected loss of potable water revenue on the City's financial condition.

City of Sanford (FL)

Tony has led numerous rate studies to assist the City of Sanford (City) in meeting several regulatory and economic challenges. Many utility capital improvement initiatives were mandated to the City over the past several years at a time when the City was enduring severe economic hardship. Tony managed a detailed utility financial forecast in order to evaluate numerous capital improvement initiatives and sensitivity analyses regarding future conditions. A special emphasis was placed on rate phasing and avoiding large one-time rate adjustments. The financial forecast was used by City staff in budget planning and resource allocation. The financial forecast also provided the basis for several ad hoc analyses as needed by the City. Tony presented numerous forecasts and rate recommendations to the City Commission and such recommendations have been adopted by the City. He also conducted a stormwater rate analysis for the City with an emphasis on capital planning under the existing utility billing structure.

PROJECT LIST

- City of Alachua (FL) - Reclaimed water rate analysis
- Alabaster Water Board (AL) - Water rate study and miscellaneous charge review
- City of Alabaster (AL) - Sewer rate study
- City of Auburn (AL) - Water and wastewater rate and access fee studies, drought rates, and solid waste rate review
- City of Auburndale (FL) - Water and wastewater financial feasibility report
- City of Boca Raton (FL) - Utility rate study, sewer availability policy
- Charlotte County Utilities (FL) - Comprehensive utility financial forecasts, impact fees and wholesale water cost dispute resolution
- Daphne Utilities (AL) - Utility cost-of-service and financial forecast
- Destin Water Users (FL) - Rate study, financial planning, resource planning
- Emerald Coast Utilities Authority - ECUA (FL) Series 2015 - Bond feasibility study
- Enterprise Community Development District (FL) - Cost-of-service rate study, wholesale cost pass-through analysis
- City of Eustis (FL) - Utility rate studies, business planning, impact fee studies, stormwater utility rate analysis
- Fairfax County (VA) - Wastewater financial forecasting and sufficiency studies
- Florida Keys Aqueduct Authority (FL) - Bond feasibility report, service area expansion, system development charges, miscellaneous charges, reclaimed water rate study, utility policy, water rate study, sewer rate study
- City of Fort Myers Beach (FL) - Water rate study
- City of Groveland (FL) - Utility rate studies, financial forecasts, utility and municipal impact fee studies
- City of Hallandale Beach (FL) - Utility impact fee study, alternative water supply planning
- Indian River County (FL) - AMI Feasibility and business case analysis
- Village of Islamorada (FL) - Wastewater rate study, procurement and alternative project delivery evaluation
- Key Largo Wastewater Treatment District (FL) - Wastewater rate study
- City of Lake Alfred (FL) - Water and wastewater rate study
- City of Lake Wales (FL) - Utility revenue sufficiency analysis and financial model
- City of Largo (FL) - Wastewater financial forecast and rate study, wholesale rate analysis
- City of Marathon (FL) - Wastewater and stormwater rate study, financial forecast and financial policy development
- City of Marco Island (FL) - Water and wastewater rate design
- City of Margate (FL) - Wastewater rate study, impact fee study, alternative water supply planning, stormwater rate study
- City of Marianna (FL) - Utility rate study
- City of Mascotte (FL) - Wastewater rate study; impact fee study
- Town of Montverde (FL) - Water impact fee and rate revenue sufficiency studies
- City of Minneola (FL) - Police, fire, and recreation impact fee study
- City of Mt. Dora (FL) - Impact fee study, utility rate study

- Town of Oakland (FL) - Water rate study, impact fees (water, wastewater, police, roads, parks, administrative); srf loan business plan
- City of Ocala (FL) - Utility rate studies; revenue sufficiency analysis; water and wastewater impact fees
- City of Oldsmar (FL) - Water resource planning, utility rate study, impact fee study, stormwater study
- City of Oviedo (FL) - Utility acquisition analysis, bond feasibility report, utility rate study, reclaimed water rate analysis, impact fee analysis
- Pinellas County (FL) - Utility business case and rate sustainability study
- City of Plant City (FL) - Water and wastewater rate study, solid waste rate study, stormwater rate study, impact fee study, financial forecasting
- City of Prichard (AL) - Water works and sewer board of city of Prichard - utility revenue sufficiency study
- City of Sanford (FL) - Utility rate study, loan assistance, stormwater rate study, utility impact fee analysis, police-fire-recreation impact fee analysis
- South Island Public Service District (Hilton Head, SC) – Utility rate study
- South Walton Utilities (FL) - Water resource planning, wholesale rate analysis, utility rate studies
- St. John River Water Management District (FL) - Alternative water supply analysis and impact on utilities
- City of Titusville (FL) - Water resource planning
- City of Treasure Island (FL) - Wastewater rate study, cost pass-thru analysis
- City of Tuscaloosa (AL) - Water and sewer impact fee study and impact fee feasibility
- Volusia County (FL) - Utility rate studies, service area evaluations
- City of West Melbourne (FL) - Utility rate study
- West Volusia Water Suppliers (FL) - Alternative water cost allocation for cities of Deland, Deltona, Orange City and Volusia county utilities
- City of Wilton Manors (FL) - Utility rate study
- City of Winter Springs (FL) - Fire impact fee study

PRESENTATIONS

- “RevPlan for Rural Systems,” WaterPro Annual Rural Water Conference, 2019
- “Rate Structures and Financial Planning,” Alabama Water and Wastewater Institute Annual Conference, 2015
- “Capital Finance Planning and Communication” Alabama/Mississippi AWWA, 2015
- “Funding Central Wastewater Retrofits in the Florida Keys” Caribbean Water Works Association, 2015
- “Practical Approaches to Finance Infrastructure Projects in the Current Market,” Florida Section AWWA Fall Conference, 2012
- “Right Sizing the Fixed Component in Your Rate Structure,” Alabama/Mississippi Section AWWA Conference, 2012
- “Valuing Reclaimed Water,” WaterReuse Foundation Annual Conference, 2010
- “Implementing Water Conservation into Rate Structure,” Florida Section AWWA Fall Conference, 2009
- “Drought Surcharge Rates,” Presentation to Tampa Bay Water Regional Water Shortage Management Workshop, 2009
- “Utility Impacts/Reaction/Response to Current Economic Factors,” Presentation to Florida Section AWWA, 2009

Shawn Ocasio

PROJECT MANAGER

Manager (Raftelis)

ROLE

Shawn will manage the day-to-day aspects of the project ensuring it is within budget, on schedule, and effectively meets the City's objectives. He will also lead the consulting staff in conducting analyses and preparing deliverables for the project. Shawn will serve as the City's main point of contact for the project.

PROFILE

Shawn has 11 years of rate and financial consulting experience and has participated on a variety of projects for water, wastewater, reclaimed water, stormwater, and solid waste management utility enterprise systems throughout Florida, Georgia, Alabama, and Virginia. Another area of focus for Shawn is in the development of general government impact fees for municipal services. He has developed law enforcement, fire rescue, recreational, administrative, and library service impact fees for clients requiring an update and review of existing fees or designing fees for first time implementation.

KEY PROJECT EXPERIENCE

City of Winter Garden (FL)

Shawn has assisted in an analysis of the City of Winter Garden's (City) police, fire protection, and recreational municipal impact fees. During this project, he performed an analysis of population projections, dwelling unit relationships, and developed corresponding growth projections. He also assisted in discussions with the City regarding the determination of level of service (LOS) standards and the capital requirements needed to serve new development. Shawn then assisted in the design of the impact fees for the residential and non-residential customer classes.

City of Miramar (FL)

Shawn performed a municipal impact fee study for the City of Miramar (City) that included fees associated with police, fire protection, and recreational services. This study included an analysis of growth and population projections, dwelling units, call data, and Level of Service (LOS) standards, and existing and planned capital facilities. For police and fire protection services the impact fees were designed for residential and non-residential classes of customers. The fees designed in the recreation services analysis were for residential customers only and included the development of a recreation impact fee for facilities and a separate community parks land dedication fee for land for properties not covered by a land donation agreement. Shawn has also assisted in the performance of stormwater revenue sufficiency studies for the City. These studies included developing projections of operating expenses, revenues, capital funding and then evaluation the overall revenue sufficiency of the system and developing rate recommendations for implementation.

City of Sanford (FL)

Shawn has performed a range of services for the City of Sanford (City) since 2011. He assisted in the development of several detailed rate and revenue sufficiency studies for the City's water and wastewater and stormwater enterprise funds. Responsibilities included the development of a detailed billing frequency analysis to identify customer use attributes by class, development of a five-year revenue requirements analysis and capital funding plans, evaluation of fiscal



Specialties

- Computer financial model development
- Revenue sufficiency analyses
- Cost-of-service & rate studies
- Connection/development fees

Years with this Firm/

Other Firms

- Raftelis: Manager (2021-present); Senior Consultant (2019-2020)
- PRMG: Rate Consultant (2009-2019)

Education

- Bachelor of Science in Business Administration in Accounting & Finance - University of Central Florida (2008)

Professional Memberships

- AWWA
- Florida Government Finance Officers Association

Percentage of time to be assigned this project: 20%

performance and compliance with the authorizing bond resolution (senior-lien bonds) and loan agreements (subordinate lien low-interest loans from the State Revolving Fund loan program) and the development of rate adjustment recommendations to recover the identified cost-of-service. The revenue sufficiency study updates have been prepared annually by Shawn to assist the City in evaluating the utility financial performance and fiscal position as it relates to their overall rate plan and financial strategies. Shawn also assisted in City with the preparation of capital financing plans in support of State Revolving Fund (SRF) Loans. Shawn has also developed a long-term (20-year) financial forecast of revenues, expenses, and capital funding requirements for the stormwater system to aid the City in developing a rate plan that balanced short-term needs with long-term sustainability.

City of Edgewater (FL)

Shawn has provided financial consulting services to the City of Edgewater (City) since 2015. These services include the performance of annual in-depth revenue sufficiency studies for the City's water, wastewater, stormwater, and solid waste utility enterprise systems. These projects involved the development of detailed multi-year financial forecast models for each individual utility system. The models were used in projecting customer account growth and sales, rate and other miscellaneous revenues, operating expenses, operating and other internal transfers, existing debt payments, and capital funding needs. During each study a funding strategy was then developed with the City staff in order to optimize the utilization of existing resources while also employing additional borrowing to mitigate customer rate impacts. Shawn has also assisted the City in evaluating the financial impacts of various solid waste system operating efficiency alternatives. The City provided several operating alternatives that were prepared by a solid waste operations expert, and Shawn evaluated the projected savings under each scenario. Public presentations to the City Commission were also made to present the results of each annual update and obtain feedback and guidance from City leadership. The recommendations of each study have been approved by the City Commission annually.

City of St. Augustine (FL)

Shawn provided consulting and analytical support in the performance of an in-depth revenue sufficiency review and rate study for the City of St. Augustine's (City) water and wastewater utility system. The study included the development of a detailed 10-year financial forecast model to evaluate the sufficiency of revenues to fully fund the utility's operating, capital and other expenditure needs. This task required an in-depth review of the City's customer billing records to develop a detailed customer sales projection, billing frequency analysis and revenue model as well as a review of historical and budgeted system operating expenditures as the basis for projecting expenditures. Shawn assisted in the development of revised rate structures based on industry allocation methods to i) recognize increased fixed cost recovery through the restructuring of the base facility charge; ii) removal of the minimum flow allowances to promote a more accurate pricing of water used and billed wastewater flow; iii) initiated a reduction to the outside city surcharge to provide more commonality among all customers; and iv) to promote equity among customer classes. The evaluation also included a detailed customer impact evaluation (based on the billing frequency analysis) for presentation to the City Commission. Additionally, the study also included the development of utility impact fee analysis for the Utility.

City of Ocoee (FL)

Shawn has performed a variety of consulting services for the City of Ocoee (City). He assisted in the development of detailed rate and revenue sufficiency studies for the City's water and wastewater utility enterprise funds. He has also assisted the City in the financial due diligence and financial feasibility report supporting the issuance of \$21.8 million in utility revenue bonds for funding improvements to the water and wastewater utility system. Responsibilities included the development of a detailed billing frequency analysis to identify customer use attributes by class, detailed revenue projections, development of a 6-year revenue requirements analysis and capital funding plan, and the development of rate adjustment recommendations. He also assisted in the development of a reclaimed water rate design analysis to help the City with scenario planning for funding its expanding reclaimed water system.

City of Oakland Park (FL)

Shawn performed an impact fee feasibility analysis for the City of Oakland Park's (City) stormwater, solid waste, police, fire/EMS, library, general government and parks and recreation services. This feasibility analysis included a review of capital cost information, level of service criteria, typical/hypothetical fee levels, industry standards and norms and typical application methods for stormwater, solid waste, police, fire/EMS, library, general government and parks and recreation impact

fees. This analysis then included a review of the type and extent of the City's anticipated development to develop an estimate of potential revenues to assess the potential benefit to the City of implementing the various impact fees. Based on the results of the feasibility analysis, Shawn then completed a parks and recreation impact fee study for the City.

City of Oviedo (FL)

Shawn assisted in the performance of a comprehensive rate study for the City of Oviedo's (City) water, wastewater, and reclaimed utility system. This project required the development of a five-year financial forecast model and revenue sufficiency analysis to evaluate the revenue sufficiency of the water and wastewater utility system. A capital funding strategy was also developed with city staff to optimize the utilization of existing cash resources while also employing additional borrowing to mitigate customer rate impacts. The analysis included the design of a multi-year rate plan to phase-in, over several years, the City's two wastewater rates into a single unified rate structure. Additionally, Shawn assisted in performing a utility impact fee analysis for the City which included a review of the systems fixed assets, capital improvement plans, levels of service and the development of proposed fees.

PROJECT LIST

- Alexandria Renew Enterprises (VA)
- City of Apopka (FL)
- City of Canton (GA)
- City of Cape Coral (FL)
- City of Casselberry (FL)
- Charlotte County (FL)
- City of Clermont (FL)
- City of Dade City (FL)
- City of Deerfield Beach (FL)
- Destin Water Users (FL)
- City of Groveland (FL)
- City of Hallandale Beach (FL)
- Immokalee Water and Sewer District (FL)
- Manatee County (FL)
- City of Marathon (FL)
- Midway Water System, Inc. (FL)
- City of Mount Dora (FL)
- City of Ocala (FL)
- Okeechobee Utility Authority (FL)
- City of Panama City Beach (FL)
- City of Port Orange (FL)
- City of St. Cloud (FL)
- City of St. Pete Beach (FL)
- Sarasota County (FL)
- City of Stuart (FL)
- City of Treasure Island (FL)
- City of Umatilla (FL)
- City of Valdosta (GA)
- City of Warner Robins (GA)
- City of Winter Garden (FL)

Henry Thomas

IMPACT FEE TECHNICAL ADVISOR

Vice President (Raftelis)



ROLE

Henry will provide input and guidance as an Impact Fee Technical Advisor for the project.

PROFILE

Henry has over 40 years of utility industry rate and financial experience focusing on business issues facing water, wastewater, solid waste, natural gas, electric, and stormwater utilities. Henry' experience includes directing financial consulting services for publicly-owned utilities and governmental entities. He has been responsible for preparing utility rate and cost-of-service studies, business plans, bond feasibility studies, designing water conservation rates, connection and development fees, municipal impact fees, developing utility financial policies and assisting with the acquisition of utility properties and other management consulting services. During his career, he has served over one hundred and twenty clients including county and municipal governments and publicly-owned utility districts, authorities, and cooperatives.

KEY PROJECT EXPERIENCE

City of Lakeland (FL)

Henry has served the City of Lakeland (City) since 2009 providing utility rate, financial planning, and management consulting services to the water and wastewater utility systems. On behalf of the City, Henry has directed a comprehensive cost-of-service/rate study and annual revenue sufficiency updates. Major issues addressed for the City include water conservation rates and rate structures that promote revenue stability and evaluating the size and timing of capital projects.

Polk County (FL)

Henry has served Polk County since 2013 providing utility rate, financial planning, and management consulting services to the water and wastewater systems. His experience includes directing utility rate and cost-of-service studies including the development of water conservation rate structures and preparing bond feasibility studies.

Charlotte County (FL)

Henry has served the Charlotte County Utilities (County) since 1996 providing utility rate, financial planning, and management consulting services to the County's water and wastewater systems. As part of this ongoing engagement Henry has directed comprehensive water and wastewater rate studies, bond feasibility studies, utility valuations, impact fee studies and assisted in the development of water conservation rates and utility expansion policies and the evaluation of wholesale rate issues related to the Peace River/Manasota Water Supply.

City of Valdosta (GA)

Henry has worked for the City of Valdosta (City) since 1998 providing utility rate and financial planning services to the City's water and sewer system. His experience with the City of Valdosta includes preparing a water and sewer master

Specialties

- Business/strategic plans
- Cost-of-service & rate studies
- Bond financing
- Water conservation rates
- Contract negotiation
- Utility acquisitions
- Development fees
- Municipal impact fees

Years with this Firm/

Other Firms

- Raftelis: Vice President (2019-present)
- PRMG: Senior Vice President (1994-2019)

Education

- Bachelor of Science in Business Administration, Economics - University of Florida (1977)

Professional Memberships

- Florida Government Finance Officers Association
- AWWA

Percentage to of time to be assigned this project: 15%

plan capital funding analysis, a comprehensive water and sewer rate study, including implementation of significant water conservation rate structures phased-in over a multi-year period, and several rate sufficiency updates to ensure that the City's water and sewer utility rates are adequate to fund operating and capital needs, and maintain a sound financial position.

City of Ocala (FL)

Henry has served the City of Ocala since 1992 providing utility rate, financial planning, and management consulting services to the water and wastewater systems. Henry has directed comprehensive water and wastewater cost-of-service/rate studies and annual revenue sufficiency updates for the City. He has also been involved in the development of system development charges, water conservation rates and strategies related to providing incentives for growth and economic development.

City of Tampa (FL)

Henry has served the City of Tampa since 2005. He has directed comprehensive, water, wastewater and solid waste rate studies, and annual revenue sufficiency updates, developed capital charges related to new development, participated in City's water and wastewater master planning process to evaluate the financial impact of capital projects and prepared bond feasibility studies associated with the issuance of long-term debt.

City of Titusville (FL)

Henry has served the City of Titusville, Florida since 2000. He has directed comprehensive water and wastewater rate studies and annual revenue sufficiency updates. In addition, he has been involved in providing capital funding plans for State Revolving Loans from the State of Florida, Department of Environmental Protection (FDEP) and assisted in negotiations related to the formation of a joint public/private entity to provide future water supplies for the City.

PROJECT LIST

- Apopka (FL)
- Auburn, AL
- Bartow (FL)
- Cape Coral (FL)
- Casselberry (FL)
- Citrus County Utilities (FL)
- Clermont (FL)
- Cocoa Beach (FL)
- Crystal River (FL)
- Dade City (FL)
- Dania Beach (FL)
- Destin Water Users (FL)
- Dundee (FL)
- Edgewater (FL)
- Enterprise, CDD (FL)
- Fort Pierce Utilities Authority (FL)
- Fort Walton Beach (FL)
- Gasparilla Island Water Association (FL)
- Greater Pine Island Water Association (FL)
- Groveland (FL)
- Haines City (FL)
- Hallandale Beach (FL)
- Helena (MT)
- Immokalee Water and Sewer District (FL)
- Inverness (FL)
- Jacksonville Electric Authority (JEA) (FL)
- Lakeland (FL)
- Largo (FL)
- Lee County Electric Cooperative (FL)
- Leesburg (FL)
- Maitland (FL)
- Melbourne (FL)
- Midway Water System (FL)
- Miramar (FL)
- Mount Dora (FL)
- Newberry (SC)
- New Smyrna Beach Utilities Commission (FL)
- North Port (FL)
- Oakland Park (FL)
- Ocoee (FL)
- Okeechobee Utility Authority (FL)
- Oldsmar (FL)
- Orange City (FL)
- Orlando Utilities Commission (FL)
- Oviedo (FL)
- Palatka (FL)
- Palm Bay (FL)
- Palm Coast (FL)

- Panama City (FL)
- Panama City Beach (FL)
- Pembroke Pines (FL)
- Plant City (FL)
- Polk County Utilities (FL)
- Port Orange (FL)
- Regional Utilities of Walton County (FL)
- Sanford (FL)
- South Walton County Utilities (FL)
- Stuart (FL)
- Sunrise (FL)
- Town of Bedford (NH)
- Town of Davie (FL)
- Town of Goffstown (NH)
- Umatilla (FL)
- Vero Beach (FL)
- Virgin Islands Water and Power Authority (Virgin Islands)
- Volusia County Utilities (FL)
- Wabash Valley Power Association (IN)
- Warner Robins (GA)
- West Melbourne (FL)
- Winter Springs (FL)

LITIGATION EXPERIENCE

Henry has directed regulatory rate cases for the Virgin Islands Water and Power Authority and Charlotte County, Florida and has testified before the Florida Public Service Commission, the Indiana Public Service Commission, the Virgin Islands Public Services Commission, and District Courts in Florida and Michigan.

PUBLICATIONS

- "Utility Impact Fees: Practices and Challenges" AWWA, 2013
- "Water and Wastewater Impact Fees," South Carolina Section of the AWWA, Management Forum, 2001
- "Innovative Water Rates," North Florida Section of the AWWA, 2011

PRESENTATIONS

- "Electric Utility Rates in a Competitive Environment," National Rural Electric Cooperative Association (NRECA) Managers Conference, 1995
- "Innovative Electric Rates," NRECA Marketing, Member Services and Communication Conference, 1995
- "Electric Utility Rate Making," NRECA National Directors Conference, 1996
- "Water Rates and Conservation Practices," Florida Water Resources Association Conference, 2007
- "Communicating Water Utility Rate Needs," Florida Rural Water Association's Annual Technical and Training Conference, 2010

PROFESSIONAL HONORS

- AWWA Management and Leadership Division's 2013 Best Paper Award

Joe Williams

IMPACT FEE TECHNICAL ADVISOR

Manager (Raftelis)



ROLE

Joe will provide input and guidance as an Impact Fee Technical Advisor for the project.

PROFILE

Joe has over seven years of experience in utility financial and rate consulting. His expertise lies in the areas of research, compiling and analyzing data, and computer financial and rate model development. Joe was also involved in conducting the comprehensive 2012, 2014, 2016, and 2018 *Florida Water and Wastewater Rate Surveys* of local government utilities throughout Florida.

KEY PROJECT EXPERIENCE

City of Winter Springs (FL)

Joe has been involved with impact fee projects for the City of Winter Springs (City) since 2014. Raftelis previously updated the City's fire and transportation impact fees, assisting with implementation of a functional population approach for transportation. The City also engaged with Raftelis to evaluate the appropriate police and recreation impact fees, which included a review of the appropriateness of implementing a functional population approach. The transportation impact fees were adopted December 2016, and the police and parks impact fees were adopted September 2017.

City of Lake Alfred (FL)

The City of Lake Alfred (City) retained Raftelis in 2018 to update the public safety (police and fire services), parks and recreation, public facilities, water, and wastewater impact fees. The City is anticipating significant growth and desired an update to the impact fees to reflect the current costs of providing service along with the ability to reflect the current level of service provided to existing development. In order to maintain a high quality of service, the City has identified future projects and investments necessary to accommodate new growth, which have been reflected in the impact fee calculations. Several alternatives were reviewed for assessing impact fees to growth including a more nuanced approach with an expanded number of land uses versus the more simple to administer per square foot of development approach. Joe was the project manager and assisted with implementation of impact fees, including a comprehensive technical report and presentation to City Council.

City of Mascotte (FL)

In 2017, the City of Mascotte (City) retained Raftelis to establish new impact fees for water, police, fire, and parks and recreation impact fees. Joe served as an analyst on this project and supported the project manager with the data collection, analysis and implementation of the impact fees for the City in September 2017. The City was anticipating growth of over 30% over a 10- to 12-year period, resulting in a need for infrastructure expansion to support the services provided. The fees developed used various impact fee calculation approaches (buy-in, incremental capacity, hybrid) based on the circumstances presented to each department in order to provide service to a significant level of growth.

Specialties

- Impact fee studies (Utility and Municipal)
- Utility cost of service and rate structure studies
- Bond feasibility reports
- Long range financial planning and feasibility studies
- Utility rate surveys

Years with this Firm/ Other Firms

- Raftelis: Manager (2020-present); Senior Consultant (2018-2019); Consultant (2015-2017); Associate Consultant (2013-2014); Analyst (2012)

Education

- Master of Business Administration - University of Central Florida (2018)
- Bachelor of Science in Business Administration (Financing & Accounting) - University of Central Florida (2012)

Percentage to of time to be assigned this project: 15%

City of Montverde (FL)

In 2017, the City of Montverde (City) retained Raftelis to establish new impact fees for parks and recreation, transportation, fire and administrative impact fees. Joe served as an analyst on this project and supported the project manager with the data collection, analysis and implementation of the impact fees for the City in September 2017. The City desired review of the anticipated timing and funding of capital infrastructure since it is common for municipalities to make investments prior to all growth materializing. Through this analysis, potential alternate funding sources were identified including grants, discretionary sales taxes, and debt funding.

City of Minneola (FL)

In 2015, Raftelis was engaged by the City of Minneola (City) to review and update the fire, police and parks impact fees. The City desired review of alternative impact fee calculation approaches such as implementation of a functional population basis. Joe assisted with the data collection, analysis and implementation of the impact fees for the City in April 2016.

City of Sanford (FL)

The City of Sanford (City) hired Raftelis in 2014 to develop new police protection and fire services impact fees. The City desired a more nuanced approach with an expanded offering of land uses so Joe assisted with implementation of impact fees using a functional population basis. The updated fees allowed the City to more equitably assess properties based on the potential demand they placed on specific services. Joe worked closely with the project manager and City staff to obtain, review and analyze all necessary data to develop the appropriate criteria.

Town of Oakland (FL)

Raftelis has been engaged with the Town of Oakland (Town) since 2013 and has assisted with a wide variety of financial projects. Joe has been involved in numerous impact fee projects for the Town including Water, Wastewater, Police, Administrative, Parks, and Transportation. Each of the non-utility impact fees were implemented utilizing a functional population basis to facilitate equitable recovery from each property. Joe has also assisted in a recent update to the Parks impact fee, factoring in significant new project costs for a trail network and museum.

City of Goodyear (AZ)

Joe was the lead consultant for an update to the City of Goodyear's (City) development impact fees. This project includes an update to the Land Use Assumptions (LUA), Infrastructure Improvements Plan (IIP) and development fees for police, fire, recreation, streets, water and wastewater services. A majority of the fees in the City are divided into two service areas, due to a unique arrangement with a large land-owner south of the Gila River. Throughout the course of this study Joe worked closely with the City to review alternative assumptions and approaches in order to provide additional information to Council and the development community. The fees developed used various impact fee calculation approaches (buy-in, incremental capacity, hybrid) based on the circumstances each department was operating under. The IIP, LUA, and development impact fee report was posted to the City's website (in accordance with state statute) and the fees became effective in April 2019.

Town of Gilbert (AZ)

Joe was the lead consultant for an update to the Town of Gilbert's (Town) system development fees. This project includes an update to the Land Use Assumptions (LUA), Infrastructure Improvements Plan (IIP) and development fees for police, fire, recreation, streets, general government, water and wastewater services. Due to arrangements for sharing wastewater facilities with another city, the Town has two services areas for the wastewater fees. The final IIP, LUA and system development fees report was provided to the Town in March 2019. Joe worked closely with staff, as the primary point of contact for data and analysis, to expedite the update of this study due to time constraints provided in the state impact fee statutes.

City of Phoenix (AZ)

Joe was the lead analyst for the Biennial Audit of land use assumptions (LUA), infrastructure improvements plan (IIP) and development impact fees (DIFs) study being completed for the City of Phoenix (City). The City assesses libraries, parks, fire protection, police, major arterials (roadway facilities), stormwater, water, wastewater and water resource development impact fees, implemented in 2015 in compliance with the requirements of Arizona Revised Statutes (ARS §9-463.05). The water resource development impact fee is assessed throughout the City while the eight other development impact fees are assessed within growing areas in the City that vary within eight different service areas. Joe led project analysis working directly with City staff and the Raftelis project manager to audit revenues and expenses compared to the adopted fee schedules, IIP-eligible improvements, and reviewing the land use assumptions forecast as well as documenting study results. Study findings are documented in a final report, completed in May 2018.

City of Scottsdale (AZ)

Joe was the project manager for the biennial audit of land use assumptions (LUA), infrastructure improvements plan (IIP) and development impact fees (DIFs) study being completed for the City of Scottsdale (City). The City assesses water and wastewater development impact fees, implemented in 2014 in compliance with the requirements of Arizona Revised Statutes (ARS §9-463.05). Joe led project analysis working directly with City staff and the Raftelis project manager to audit revenues and expenses compared to the adopted fee schedules, IIP-eligible improvements, and reviewing the land use assumptions forecast as well as documenting study results. Study findings are documented in a final report, completed in February 2019.

Pinellas County Utilities (FL)

Joe is assisting with development of the long-term revenue sufficiency and sustainability forecast. This includes rate design for the water and sewer systems that targets enhanced revenue stability, strong equity amongst various customer classes, and continuity between the systems. He is also assisting with incorporating scenarios developed in the business case into the revenue sufficiency forecast.

Florida Keys Aqueduct Authority (FL)

Joe has been involved with several projects for the Florida Keys Aqueduct Authority (FKAA) since 2013 including a system development charge study, a comprehensive review of existing miscellaneous charges and a wastewater sufficiency analysis for a greatly expanded customer base. Several options for updating miscellaneous charges were reviewed including: (1) indexing of existing charges and (2) an activity-based cost approach.

St. Johns County Utilities Department (FL)

Raftelis has been engaged with the St. Johns County Utilities Department for many years and has completed studies ranging from water and wastewater impact fee studies for the Main and Ponte Vedra systems to bond feasibilities. Recently, Raftelis was engaged to work closely with the utility to effectively obtain funding for major wastewater system improvements in the Ponte Vedra system, which is significantly smaller than the Main system. Through combining the two utilities into a single enterprise fund, while maintaining separate divisions, the Ponte Vedra system was able to refund outstanding bonds and achieve savings, obtain new money, and release debt reserve funds all while minimizing the necessary level of rate adjustments.

City of Tavares (FL)

Raftelis has been engaged with the City of Tavares (City) for multiple studies and continuing service contracts. Joe has been assembling, reviewing, and compiling key data required for an ongoing feasibility review to fund stormwater facilities. This has involved modeling the financial impact various funding alternatives will have on cost recovery through rates, fees, and charges. He has also assisted with the research and data acquisition for rate and impact fee comparisons of surrounding utilities which are used in presentations and study reports.

Volusia County (FL)

Raftelis has assisted Volusia County (County) with various studies since 2012. Joe played a key role in data collection, modeling, and meetings with key staff for a net present value calculation of the potential sale of a service area within the County. Raftelis was also retained by the County to determine the feasibility of acquiring a wastewater system within the County in order to provide better and higher quality service to the customers.

PROJECT LIST

- Alabaster Water Board (AL) –Water Rate Study
- Auburn Water Works Board (AL) – Water Rate Study and Miscellaneous Charge Review
- City of Auburn (AL) –Sewer Rate Study
- City of Alachua (FL) – Reclaimed Water Study
- City of Atwater (CA) – Water Rate Study
- City of Auburndale (FL) – Revenue Sufficiency Study
- City of Bartow (FL) – Fire Fees
- Bonita Springs Utilities (FL) - Water and Wastewater Rate Study
- Brunswick-Glynn County JWSC (GA) - Water and Wastewater Rate Design and Financial Forecast
- Cassatt Water Company (SC) – Water Rate Study
- Charlotte County (FL) – Dispute Resolutions
- City of Clarksville (TN) – Water and Wastewater Financial Planning
- City of Clearwater (FL) – Utility Customer Service Efficiency Review
- Emerald Coast Utilities Authority (FL) – Water and Wastewater Bond Feasibility
- Florida Keys Aqueduct Authority (FL) – System Development Charge Study | Miscellaneous Charge Review | Water and Wastewater Revenue Sufficiency
- City of Fort Walton Beach (FL) – Water, Wastewater and Stormwater Rate Study
- City of Goodyear (AZ) - Water, Wastewater, Police, Fire, Recreation and Streets Development Impact Fee Study
- Indian River County (FL) – AMR/AMI Feasibility Study
- City of Groveland (FL) – Utility Rate Study
- Village of Islamorada (FL) – Wastewater Update
- City of Marathon (FL) – Wastewater and Stormwater Financial Forecast
- City of Margate (FL) – Development of a Utility Financial Model
- Town of Oakland (FL) – Water Rate Study | Wastewater Rate Development | Municipal Impact Fee Study | Utility Impact Fees
- Phoenix (AZ) - Biannual Development Impact Fee Audit
- Pinellas County Utilities (FL) – Rate Sustainability and Business Case
- Port St. Lucie (FL) – Water, Sewer and Reclaimed Water Rate Study | Water and Sewer Impact Fee Update
- City of Sanford (FL) – Municipal Impact Fee Study
- St. Johns County (FL) – UCF Study
- Sullivan's Island (SC) - Water and Wastewater Rate Study
- City of Tavares (FL) – Bond Feasibility and General Consulting Services | Water, Wastewater, Reclaimed Water and Stormwater Revenue Sufficiency Study
- Volusia County (FL) – SE Service Area Valuation, Water and Wastewater Rate Study
- City of Winnipeg – Cost of Service Analysis
- City of Winter Springs (FL) – Municipal Impact Fee Study

Stephanie Shealey PE, PTOE, PTP

MOBILITY IMPACT FEE LEAD

Senior Engineer (Kittelson & Associates)

ROLE

Stephanie will provide input and guidance as the Mobility Impact Fee Lead for the project.

PROFILE

Stephanie has over 11 years of experience in providing transportation engineering services for both the public and private sector markets. She has a strong background in development services, both for local government and as a representative for development. She also has experience in regional transportation planning, corridor planning, and traffic operation analysis.

KEY PROJECT EXPERIENCE

City of Clermont (FL)

Senior Engineer for review of the proposed developments being annexed into the City of Clermont within the Wellness Way Service Area. As part of this project, we provided traffic impact study review for the South Lake Crossings Traffic Impact Study. Additionally, the project included reviewing the status of all the proposed development projects and developing recommendations on how the City of Clermont can better manage growth within the region in developing a full roadway network through the Wellness Way area through the use of impact fees and/or other funding mechanisms.

Town of Lake Mary (FL)

Traffic impact study review for the City of Lake Mary. As Senior Engineer, reviewed the methodologies and/or traffic impact studies for various developments within the City and provided comments to the City of Lake Mary.

City of Daytona (FL)

Traffic impact study review for the City of Daytona Beach. As Project Engineer, reviewed the methodologies and/or traffic impact studies for various developments within the City of Daytona Beach, including the Sam's Club, Daytona Beach Wawa and NADG Town Center. As a representative of the City, coordinated comments between the City, County and applicant.

City of Winter Springs (FL)

Project Engineer for the Winter Springs Impact Fee Update. Provided transportation technical support for the calculation of transportation impact fees, including updating the regional model to reflect potential developments and roadway improvements, calculating trip lengths (and trip lengths within the City limits) by trip purpose, and identifying the proportion of trips on the roadway network that result from the new development within the City.



Specialties

- Regional & corridor transportation planning & operations analysis
- Land development transportation planning
- Transportation impact fee analysis

Years with this Firm/

Other Firms

- Kittelson & Associates: Senior Engineer (2019-present)
- S&ME: Project Engineer (2012-2019)
- Hampton Roads Transportation Planning Organization (2009-2012)

Education

- Master of Science in Civil Engineering - Georgia Institute of Technology (2010)
- Bachelor of Science in Civil Engineering - Georgia Institute of Technology (2007)

Certifications

- Professional Engineer, Florida #77034, 2014
- Professional Engineer, North Carolina #048590, 2019
- Professional Engineer, South Carolina #ELS.36761 E, 2019
- Professional Engineer, Tennessee #121982, 2018
- Professional Transportation Planner #622, 2017
- Professional Traffic Operations Engineer #4610, 2019

Percentage of time to be assigned this project: 20%

Michelle Galvin

LEAD ANALYST

Associate Consultant (Raftelis)



ROLE

Michelle will serve as the Lead Analyst and will work at the direction of Shawn in conducting analyses and preparing deliverables for the project.

PROFILE

With a background in statistical analysis and surveying, Michelle joined Raftelis as an intern in 2018 and later became an associate consultant upon graduating from the University of Central Florida in May 2019. Her primary expertise includes utility financial and rate analyses, functional population, and customer billing statistics.

KEY PROJECT EXPERIENCE

City of Lake Clarke Shores (FL)

Michelle serves as an associate consultant on a project with the City of Lake Clarke Shores (City). She developed a financial model to provide water and wastewater consulting services. She modeled several water and wastewater wholesale agreements to calculate costs to the City.

Town of Wilton Manors (FL)

Michelle serves as an associate consultant on a project with the Town of Wilton Manors (Town) to provide a water, wastewater, and stormwater revenue sufficiency study. Michelle analyzed customer statistics, wholesale agreements, and capital improvement programs to forecast a ten year projection of the Town's utility operations.

Wakulla County (FL)

Michelle serves as an associate consultant on several projects with Wakulla County (County). She has created a wastewater revenue sufficiency model to forecast twenty years of County utility operations. She has also worked on a wastewater impact fee study which she analyses current wastewater treatment facilities, wastewater assets, and planned system improvements to come up with an impact fee for the County. She is also assisting with an analysis of the County's existing wastewater miscellaneous fees.

City of West Palm Beach (FL)

Michelle serves as an associate consultant on a miscellaneous fees study for the City of West Palm Beach (City). She has assisted with conducting staff interviews, collected data, and developed a model to calculate miscellaneous fees.

City of Daytona Beach (FL)

Michelle serves an associate consultant for the City of Daytona Beach (City). She has helped with water and wastewater wholesale rate calculation. She also serves as an associate consultant on a miscellaneous fees study for the City. She has assisted with staff interviews, data collection, and the development of a model to calculate several miscellaneous fees.

Specialties

- Utility financial and rate analyses
- Rate modeling
- Functional Population
- Data collection and analysis

Years with this Firm/

Other Firms

- Raftelis: Associate Consultant (2019-present); Intern (2018-2019)

Education

- Bachelor of Science in Statistics - University of Central Florida (2019)

Percentage to of time to be assigned this project: 30%

Tampa Bay Water (FL)

Michelle serves as an associate consultant on a project for Tampa Bay Water. She has assisted on a project to develop a uniform way of allocating credits to member governments for reclaimed water capital projects that benefits Tampa Bay Water. She has also helped with interviews with all member governments.

Town of Dundee (FL)

Michelle served as an associate consultant for the Town of Dundee (Town) on a project to calculate water, wastewater, and municipal impact fees. She developed a functional population model to calculate impact fee equivalencies based on land uses. She developed a model to calculate impact fees for fire, parks and recreation, library, water, and wastewater.

City of Frostproof (FL)

Michelle served as an associate consultant for the City of Frostproof (City). She analyzed customer billing statistics to assisted with rate design and created a model to forecast the City's financials over a ten-year period.

City of New Smyrna Beach (FL)

Michelle served as an associate consultant on a municipal impact fee project for the City of New Smyrna Beach (City). She developed a functional population model to calculate impact fee equivalencies based on land uses. She also developed a model to calculate impact fees for police, fire, and parks and recreation.

Brunswick Glynn County JWSC (GA)

Michelle served as an associate consultant on a revenue sufficiency study for Brunswick Glynn County (County). She updated an existing model to create a twenty-year financial analysis for the County's master plan update.

City of Gulf Breeze (FL)

Michelle served as an associate consultant on a project for the City of Gulf Breeze (City). She updated a financial model for the City to analyze both service area's rates, revenues, debt service, and reserves over a ten-year period.

City of Dunnellon (FL)

Michelle served as an associate consultant on a project with the City of Dunnellon (City). She developed a financial model to determine appropriate development impact fees for the City's Police and Parks departments.

City of Fort Walton Beach (FL)

Michelle served as an associate consultant on a project with the City of Fort Walton Beach (City) to provide water, wastewater, stormwater, and sanitation financial consulting services. She has created a comprehensive financial model to analyze rates, revenues, debt service, debt service coverage, and reserves over a five-year period.

St. Johns County (FL)

Michelle served as an associate consultant on a project with St. Johns County (County) to provide water and wastewater financial consulting services. She has created a comprehensive financial model to analyze rates, revenues, debt service, debt service coverage, and reserves over a 10-year forecast period. Michelle has also assisted with a cost-of-service study. This project includes analyzing the existing and projected cost basis of utility operations and evaluating the appropriateness of its existing water and wastewater rate structures.

Regional Utilities, Florida Community Services Corporation of Walton County (FL)

Michelle served as an associate consultant on a project with Regional Utilities (Utility) to provide a water and wastewater revenue sufficiency study. The project involves an analysis of operating revenue requirements, existing fixed capital assets, customer growth, and future capital improvement projects. Michelle also assists with a rate design study which includes analyzing and evaluating alternate rate structures for the Utility that remains revenue neutral.

City of Riviera Beach (FL)

Michelle served as an associate consultant on a project with the City of Riviera Beach to provide a water and wastewater revenue sufficiency study. The project involves an analysis of operating revenue requirements, existing fixed capital assets, customer growth, and future capital improvement projects.

City of St. Cloud (FL)

Michelle served as an associate consultant on a project with the City of St. Cloud to provide a water and wastewater revenue sufficiency study. The project involves an analysis of operating revenue requirements, existing fixed capital assets, customer growth, and future capital improvement projects.

City of Winter Haven (FL)

Michelle served as an associate consultant on a project with the City of Winter Haven (City) to provide management consulting services to the City's utility customer service department. The project involved interviewing employees and advising possible policy changes.

2020 Florida Water and Wastewater Survey

Michelle assisted with contacting and following up with utilities all across Florida. She assembled the surveyed data with included 228 utilities and provided analyses, charts, and tables for the survey publication.

2018 Florida Water and Wastewater Survey

Michelle assisted with contacting and following up with utilities all across Florida. She assembled the surveyed data with included 177 utilities and provided analyses, charts, and tables for the survey publication.

Susan Schoettle-Gumm

LEGAL COUNSEL

Founder (Susan Schoettle-Gumm, PLLC)

ROLE

Susan will provide legal counseling services for the project.

PROFILE

Susan provides legal services on land use and local government law issues with an emphasis on developing and implementing funding strategies for a wide variety of public services and infrastructure such as fire protection, stormwater, transportation, dredging/beach renourishment, neighborhood and business area improvements and services, water and sewer, EMS, and utility undergrounding. Through her participation in funding strategy development, she has successfully structured and implemented funding programs that addressed interlocal/intergovernmental issues as well as legal, financial, political and public concerns. The combined use of impact fees, special assessments, user fees, rates, special taxes, and other funding mechanisms can be tailored to fulfill unique needs. Many programs included use of both short- and long-term financing with State of Florida programs, private loans and bonds.

With over thirty years of experience and over sixteen years in her private practice, she has worked on the provision of public facilities and services with numerous funding mechanisms, including a variety of taxes, fees and special assessments. As an Assistant County Attorney for Sarasota County, Florida for ten years, she provided the primary legal support for the County on all impact fees, special assessments (including assisting in the development and defense of the County's stormwater assessments that were upheld by the Florida Supreme Court), utility fees/rates, taxes, and capital facilities funding. Her responsibilities included drafting of ordinances, developing fee and assessment methodologies, working with citizen advisory groups and elected officials in the selection and development of funding mechanisms, negotiation with developers and other local governments, and training of staff related to the creation of new revenue sources as well as maintenance of existing fee and assessment systems. Prior to joining Sarasota County, she was an associate with Freilich, Leitner, & Carlisle in Kansas City, Missouri, a nationally recognized law firm in land use and growth management law. Her practice with that firm was primarily in the areas of land use, growth management, and municipal finance and included the creation and updating of numerous impact fee systems and special assessments across the United States.

PROJECT LIST

- City of Ocala (FL) – Fire Fee Update, Fire Impact Fee Update and Litigation support
- City of Punta Gorda (FL)* – Impact Fee Update
- City of Winter Springs (FL)* – Impact Fee Update

**On a project team with Raftelis.*

Specialties

- Municipal finance
- Impact fees
- Legal services & support
- Capital

Years with this Firm/

Other Firms

- Susan Schoettle-Gumm, PLLC: Founder (2004-present)
- Sarasota County: Assistant County Attorney (1993-2002)
- Freilich, Leitner, & Carlisle: Associate (1989-1993)

Education

- Juris Doctorate – University of Colorado, School of Law (1987)
- Bachelor of Landscape Architecture – Louisiana State University (1981)

Professional Memberships

- FL and CO State Bar Association

Percentage to of time to be assigned this project: 15%

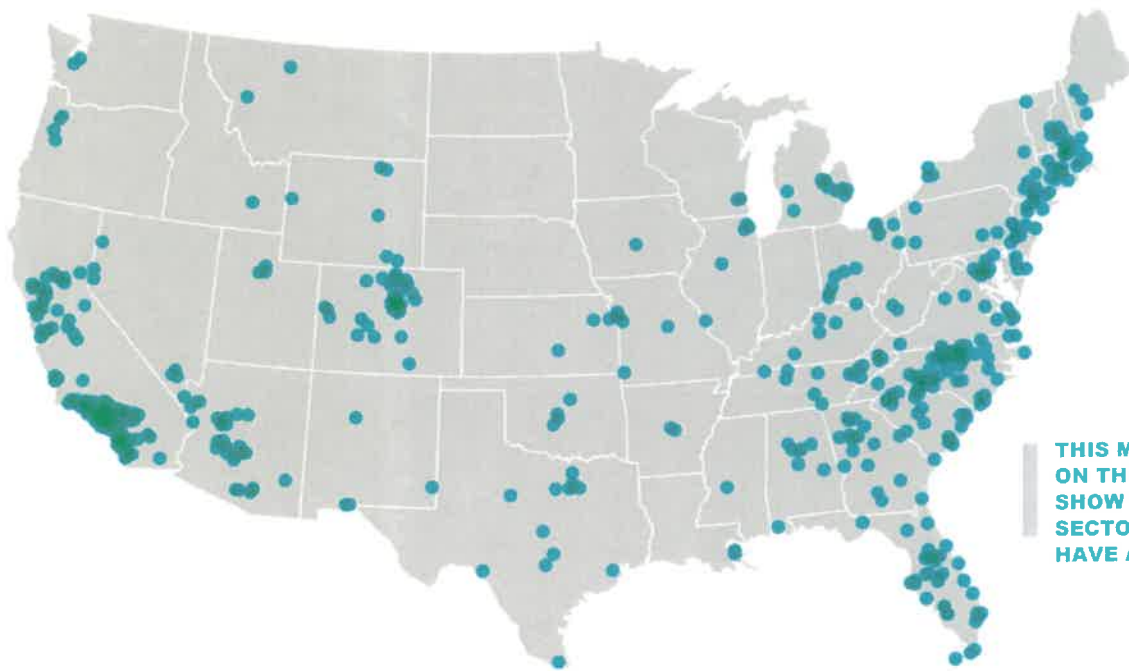
PRESENTATIONS

- A Survey of State Impact Fee Enabling Legislation, 25 URBAN LAWYER 491 (1993) (reprinted in Exactions, Impact Fees and Dedications (R. Freilich and D. Bushek, eds., American Bar Assoc. 1995).
- Nontraditional Uses of the Utility Concept to Fund Public Facilities, 25 URBAN LAWYER 519 (1993) (reprinted in Exactions, Impact Fees and Dedications (R. Freilich and D. Bushek, eds., American Bar Assoc. 1995).
- "Impact Fees and Developer Credits: When, How Much and Why?" Panel Discussion, National Impact Fee Roundtable, Portland, Oregon (2007)
- "Policy Issues and Practical Considerations in Financing Public Facilities," Growth Management Conference, CLE International, Orlando, Florida (1997)
- "Special Assessments: Practice Pointers," Florida Association of County Attorneys Annual Conference, Ft. Lauderdale, Florida (1997)
- "Stormwater Utilities to Finance Stormwater Management Programs," National Institute of Municipal Law Officers (NIMLO) Annual Conference, Edmonton, Alberta, Canada (1992)
- "Financing Water System Improvements Through Impact Fees," American Water Works Association, Alabama/Mississippi Section Annual Meeting, Biloxi, Mississippi (1991)

Past Performance Experience

RAFTELIS HAS THE MOST EXPERIENCED UTILITY FINANCIAL AND MANAGEMENT CONSULTING PRACTICE IN THE NATION.

Our staff has assisted more than 1,200 public agencies and utilities across the U.S., including some of the largest and most complex agencies in the nation. In the past year alone, Raftelis worked on more than 900 financial/organizational/technology consulting projects for over 600 agencies in 44 states, the District of Columbia, and Canada.



THIS MAP AND THE MATRIX ON THE FOLLOWING PAGES SHOW SOME OF THE PUBLIC-SECTOR AGENCIES THAT WE HAVE ASSISTED.

Raftelis has provided financial/organizational/technology assistance to public-sector serving more than

25% of the U.S. population

Florida Experience

The Raftelis team has extensive experience serving Florida public-sector agencies. This matrix shows some of the Florida public-sector entities/utilities that the Raftelis team has served.

Florida Experience

The Raftelis team has extensive experience serving Florida public-sector agencies. This matrix shows some of the Florida public-sector entities/utilities that the Raftelis team has served.

	Rate Studies & Pricing																
	Water	Wastewater	Stormwater	Irrigation Water	Raw Water	Reuse Water	Solid Waste	Wholesale Rates	Enterprise Consolidation	Financial Planning	Impact Fees	Management Consulting	Valuation	Litigation Support	Management Accounting	Contracts / Ordinances	Debt Issuance Assistance
City of Alachua																	
City of Arcadia																	
City of Auburndale																	
Babcock Ranch Community Independent Special District (BRCISD)																	
City of Boca Raton																	
Bonita Springs Utilities																	
City of Cape Canaveral																	
Charlotte County																	
City of Clermont																	
Collier County																	
City of DeLand																	
City of Davie																	
Destin Water Users																	
City of Edgewater																	
City of Eustis																	
Florida Keys Aqueduct Authority																	
Town of Fort Myers Beach																	
City of Fort Walton Beach																	
City of Groveland																	
Hernando County																	
Hillsborough County																	
Indian River County																	
Village of Islamorada																	
Town of Jupiter																	
Town of Lauderdale-by-the-Sea																	
City of Lake Alfred																	
City of Largo																	
City of Lake Wales																	
Lee County																	
Manatee County																	
City of Marathon																	
City of Margate																	
Martin County																	

	Rate Studies & Pricing								Enterprise Consolidation	Financial Planning	Impact Fees	Management Consulting	Valuation	Litigation Support	Management Accounting	Contracts / Ordinances	Debt Issuance Assistance
	Water	Wastewater	Stormwater	Irrigation Water	Raw Water	Reuse Water	Solid Waste	Wholesale Rates									
City of Mascotte																	
City of Melbourne																	
City of Miami Beach																	
City of Miramar																	
Town of Oakland																	
City of Oakland Park																	
City of Ocala																	
City of Oldsmar																	
City of Orlando																	
City of Oviedo																	
Town of Palm Beach																	
Village of Palm Springs																	
City of Panama City																	
Pinellas County																	
City of Plant City																	
City of Pompano Beach																	
City of Port St. Lucie																	
St. Johns County																	
City of Sanford																	
Sarasota County																	
South Walton Utility Co., Inc.																	
City of Sunrise																	
Village of Tequesta																	
Tohopekaliga Water Authority																	
City of Tampa																	
City of Tavares																	
Volusia County																	
Village of Wellington																	
City of West Palm Beach																	
City of Wilton Manors																	
City of Winter Haven																	
City of Zephyrhills																	

Below, we have provided descriptions of projects that we have worked on that are similar in scope to the City's project. We have included references for each of these clients and urge you to contact them to better understand our capabilities and the quality of service that we provide.

City of Winter Garden – Municipal Impact Fee Study

FLORIDA

Client Contract Manager/Local Government Official Responsible for Oversight of the Impact Fee Study:

Michael Bollhoefer, City Manager

300 W. Plant Street, Winter Garden FL 34787

P: 407.656.4111 ext 2267 / E: mbollhoefer@cwgd.com

Dates of Commencement and Completion: April 2014 – February 2015

Project Team Member Involvement: Henry Thomas, Shawn Ocasio

Public Resources Management Group, Inc (PRMG), now Raftelis, completed a study of the police, fire protection, and recreational impact fees for the City of Winter Garden (City). The major study tasks in the analysis of the municipal services impact fees included: 1) analysis of residential population projections, land use and facility development characteristics, residential dwelling unit relationships, and the overall potential development of the City; 2) determination of level of service standards, and the capital requirements needed to meet such standards for each municipal service evaluated; 3) the determination of the municipal impact fees for both the residential and non-residential customer classifications; and 4) comparisons of the fees with other neighboring jurisdictions. Additionally, PRMG reviewed the ordinances which authorized the application of the impact fees and attended several public workshops to discuss the methodology of the determination, the application of the fee, the level of fees charged compared to other jurisdictions, and other aspects of the fee. A detailed report was developed that summarized the analyses, assumptions, and recommendations was provided to the City to document the study.

City of Miramar – Municipal Impact Fee Study

FLORIDA

Client Contract Manager/Local Government Official Responsible for Oversight of the Impact Fee Study:

Rafael Sanmiguel, Assistant Director - Management & Budget

2300 Civic Center Place, Miramar FL 33025

P: 954.602.3258 / E: rsanmiguel@miramarfl.gov

Dates of Commencement and Completion: October 2015 – September 2016

Project Team Member Involvement: Henry Thomas, Shawn Ocasio

PRMG, now Raftelis, was retained by the City of Miramar (City) to perform a municipal impact fee study that included police, fire protection, and recreational services. This study included an analysis of population projections, dwelling units, call data, and level of service standards, and existing and planned capital facilities. The fees designed were designed by class of customer and compared with the fees of other neighboring jurisdictions. PRMG also assisted in review of an impact fee ordinance, prepared a report to document the study's assumptions and recommendations, and attended several staff level and public meetings to discuss and present the results and recommendations of the study to City stakeholders.

City of Panama City Beach – Water and Wastewater Impact Fee Study

FLORIDA

Client Contract Manager/Local Government Official Responsible for Oversight of the Impact Fee Study:

Holly White, Finance Director

110 S. Arnold Road, Panama City Beach, FL 32413

P: 850.233.5100 / E: hwhite@pcb.gov

Dates of Commencement and Completion: December 2019 – March 2021

Project Team Member Involvement: Henry Thomas, Shawn Ocasio

Raftelis prepared an impact fee study to update the City of Panama City Beach's (City) existing fees for providing water and wastewater utility services to new development. The City's existing and planned future infrastructure, usage characteristics, levels of service, existing capacity, and planned future capacity expansions were all analyzed. The study reviewed current application methods and updated fee levels. The results and recommendations were documented in a detailed report, presented publicly to the City stakeholders, and subsequently approved by City leadership.

City of Winter Springs – Road Impact Fee Study

FLORIDA

Client Contract Manager/Local Government Official Responsible for Oversight of the Impact Fee Study:

Brian Fields P.E., former Community Development Director

(now working for City of New Smyrna Beach, FL)

210 Sams Avenue, New Smyrna Beach, FL 32168

P: 386.410.2836 / E: bfields@cityofnsb.com

Dates of Commencement and Completion: May 2016 – October 2016

Project Team Member Involvement: Tony Hairston, Joe Williams, Stephanie Shealey, Susan Schoettle-Gumm

In 2016 Raftelis conducted a transportation impact fee study to update the City's existing impact fees and land uses to match development trends and the costs of improvements allocated to new growth. This study included updating the regional model to reflect developments and improvements, identifying proportion of trips associated with new development with the City, calculating trip lengths by purpose, and developing proposed fees for the City. These proposed transportation fees were subsequently presented to City leadership and successfully adopted by the City in 2016.

City of Lake Wales – Development Impact Fee Study

FLORIDA

Client Contract Manager/Local Government Official Responsible for Oversight of the Impact Fee Study:

Autumn Cochella, Development Services Manager

201 West Central Avenue, Lake Wales FL 33853

P: 863.678.4182 ext 229 / E: acochella@lakewalesfl.gov

Dates of Commencement and Completion: August 2015 – August 2016

Project Team Member Involvement: Tony Hairston, Shawn Ocasio, Joe Williams

Raftelis prepared a comprehensive study of the water, wastewater, police, fire rescue, parks and recreation, and library impact fees for the City of Lake Wales (City). The study included a review of the City's level of service standards, an analysis and projection of population and dwelling units, and an evaluation of existing assets and future capital requirements to serve growth. Proposed Impact fees were then developed based on a functional population style approach for residential and nonresidential property types. Raftelis also assisted in the review of the draft ordinances prepared by the City's legal counsel and attended public workshops with City leadership to discuss the analysis, major assumptions, fee application methodology, and proposed impact fees.

References

We have included references for each of these clients and urge you to contact them to better understand our capabilities and the quality of service that we provide.

City of Winter Garden

FLORIDA

Reference: Michael Bollhoefer, City Manager
300 W. Plant Street, Winter Garden FL 34787
P: 407.656.4111 ext 2267 / E: mbollhoefer@cwgdn.com

City of Miramar

FLORIDA

Reference: Rafael Sanmiguel, Assistant Director - Management & Budget
2300 Civic Center Place, Miramar FL 33025
P: 954.602.3258 / E: rsanmiguel@miramarfl.gov

City of Panama City Beach

FLORIDA

Reference: Holly White, Finance Director
110 S. Arnold Road, Panama City Beach, FL 32413
P: 850.233.5100 / E: hwhite@pcb.gov.com

City of Winter Springs

FLORIDA

Reference: Brian Fields P.E., former Community Development Director
(now working for City of New Smyrna Beach, FL)
210 Sams Avenue, New Smyrna Beach, FL 32168
P: 386.410.2836 / E: bfields@cityofnsb.com

City of Lake Wales – Development Impact Fee Study

FLORIDA

Reference: Autumn Cochella, Development Services Manager
201 West Central Avenue, Lake Wales FL 33853
P: 863.678.4182 ext 229 / E: acochella@lakewalesfl.gov

Methodology and Technical Approach

The following project approach described in detail below is proposed to accomplish this project for the City. The task listing has been structured and ordered in the general manner that our team approaches these types of studies but has also been linked back to the specific tasks listed in the City's RFP. We have had great success with this project approach in many of our team's efforts historically and believe it would be well suited to accomplish the City's goals and objectives.

WATER, WASTEWATER, RECLAIMED WASTEWATER, MOBILITY, AND STORMWATER IMPACT FEE TASKS

Task 1: Prepare Data Request/Kick-off Meeting

The initial task will include preparation of a data request to identify the information to be provided by the City. This task will also include a project kick off meeting to discuss project goals and objectives, data concerns, impact fee methods, administrative issues, and project schedule. This task links back to Task 1 in the RFP.

Task 2: Review of Existing System Development Fee Methods and Policy Review

This task includes evaluating current impact fee structures and fee application methods. We will work closely with City staff to address administrative concerns and identify areas of improvement related to customer service/land use categories and application methods and alternatives. This task will also include reviewing existing fee ordinances and application methods and identifying potential changes and improvements. By conducting this review process early in the project, the fees can be tailored to achieve policy objectives. This task links back to Task 1 in the RFP.

Task 3: Data Gathering and Review

This task will be based on i) interviews with City staff (water, wastewater, reclaimed water, roads/mobility, parks and recreation, and stormwater departments) and ii) review of the data compiled and provided by the City in response to the data request prepared in Task 1. Data that will be requested will include: i) fixed asset records; ii) level of service standards; iii) capital projects, equipment, and facilities required to provide the relevant utility and municipal services; iv) population estimates and projections; v) comprehensive and master planning data; vi) information regarding impact fees charged by other neighboring jurisdictions; and vii) any other data and information considered necessary to adequately perform the study. This task links back to Task 1 in the RFP.

Task 4: Service Area Forecast

An evaluation of the current service area demographics, population and employment data by Traffic Analysis Zone (TAZ), as well as a forecast of the service area needs, will be reviewed based on data available to Raftelis. Specifically, a review of the population forecast by type of dwelling unit (e.g., single family, multi family, etc.) and commercial development by land use type, if available (including the square footage of such developments located within the City and planned for the City), will be reviewed.

A review of the population projections and other service area demographics as contained in such documents as the City's Comprehensive Land Use Plan; Florida Statistical Abstract; other information provided by the Bureau of Economic and Business Research, University of Florida; data made available by the City's Planning Department; and other such information will be relied upon. The purpose of this task is to identify the future service area demands for each service and to estimate the capital requirements (level of service relationship) required for the fair share cost apportionment of such costs to future growth. This task will include development of a functional population estimate for the various commercial land uses that we will use in the cost allocation and fee design tasks. This task will also include adjusting TAZ information to reflect projections approved by the City, make adjustments to regional planning model to match existing distribution of volumes between north-south roadways in the City, use of regional planning model to estimate roadway AADT on segments within the City, update trip generation data by land use, summarize roadway volumes and projected AADT, estimate trade-off between transit & vehicle trips. This task links back to Tasks 2 and 3 in the RFP.

Task 5: Review Level of Service Standards and Cost Allocation

The capital costs associated with meeting the relevant service requirements for new customers will be identified. These costs will be allocated among the various departments and also residential and commercial customer classifications, where appropriate. The allocation of such costs will be based on the service area demographics, level of service considerations, and development characteristics of the City, and other factors as deemed appropriate by Raftelis and the City. This task will include a meeting to discuss assumptions and allocation methodologies. This task links back to Task 3 in the RFP.

Task 6: Design of Impact Fees

The various impact fees will be calculated for a unit of service recognizing the utilization of capacity by an equivalent residential unit (e.g., single family residential), and will reflect the City's capital cost to serve such new development. This task will include the following:

- Review of and, if appropriate, recommended changes to the City's current impact fee application methodology;
- Identification of appropriate impact fee methodology including the cost of constructing expansion related capital improvements (incremental or marginal cost method) or capital costs of existing facilities with capacity available to serve new development (System Buy -In) or a combination of both methods, where appropriate.
- Identification and analysis of existing facility costs based on asset or property records and expansion related costs based on the City's capital improvement program to provide utility and municipal services to future service area needs for a multi-year planning horizon;
- Evaluation of existing service capacity utilization relationships and capacity additions;
- Review and development of billing classification and equivalent residential unit requirements, as necessary;
- Review of level of service standards for utility and municipal services;
- Calculate the utility and municipal impact fees based on full cost recovery; and
- Meeting with staff to review preliminary and revised impact fee designs and obtain comments.

This task links back to Task 3 in the RFP.

Task 7: Impact Fee Comparisons

A comparison of the City's existing and proposed utility and municipal impact fees for an equivalent residential unit and commercial development will be made with similar fees charged by other neighboring jurisdictions. This task links back to Task 3 in the RFP.

Task 8: Updating Impact Fee Ordinance

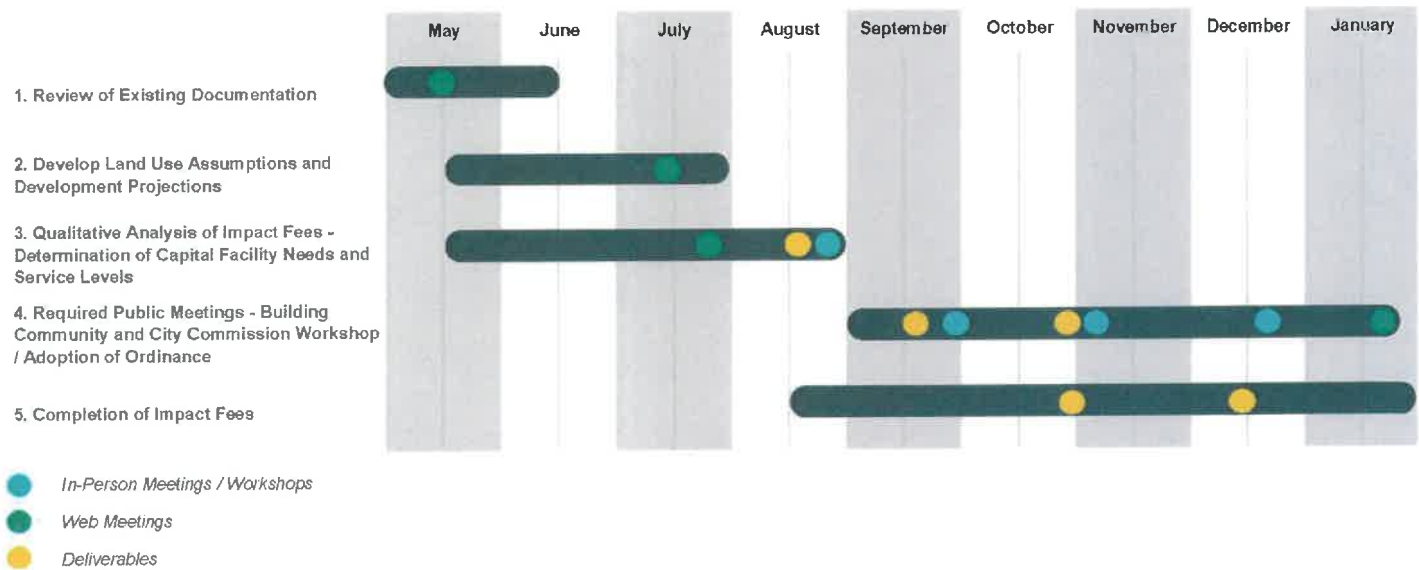
Raftelis' team will assist the City in reviewing and updating the utility and municipal impact fee ordinances. The review of the ordinances may include issues such as the level of fees charged per unit of service and methodology for application, allowance for alternative methods of calculation, and establishment of a fund for the use of monies as considered necessary for the adoption of the fee. This task links back to Task 5 in the RFP.

Task 9: Presentation of Findings

A report will be prepared by Raftelis detailing the data and assumptions relied upon in the development of the proposed utility and municipal impact fees, the analyses performed relative to the derivation of such fees including supporting documentation that addresses compliance with the State of Florida's Impact Fee Act and our conclusions and recommendations for consideration by the City. It is anticipated that a draft report will be prepared for consideration and review by City staff prior to presentation to the City Commission for consideration, adoption and implementation. This task will include four public meetings with the City to present draft and final reports. This task links back to Task 5 in the RFP. We will tailor the City Commission presentation to address the key objectives of the study and demonstrate how the proposed impact fees are defensible and reasonable based on recent and localized data, and compare the proposed fees with other municipalities.

Implementation Schedule

Raftelis will complete the scope of services within the timeframe shown in the schedule below. The proposed schedule assumes a notice-to-proceed by the beginning of May 2021 and that Raftelis will receive the needed data in a timely manner and be able to schedule meetings as necessary. Project completion is estimated for January 2021.



Current and Projected Workload of the Company

With the depth of over 120 consulting professionals and, specifically, the current and anticipated workload of the individuals assigned to this project, we have the availability to provide the requested services in a timely and efficient manner to meet the scheduling requirements and objectives of the City. As a rule, Raftelis operates at a company-wide project utilization of approximately 65% to 75%. This level of utilization, which we expect to continue through the proposed timeline of this project, will provide the project team with ample time to allocate to the City's engagement.

Raftelis actively manages the distribution of our staff hours to ensure we allocate the necessary resources to meet the needs of each of our clients. Raftelis' executive and management team participate in a weekly conference call to review the number of consulting hours required to meet the needs of our clients during the upcoming week. This weekly meeting allows our project managers to deploy our consulting staff in a flexible manner that ensures a suitable level of hours will be devoted to each client.

Fee Proposal

The following table provides a breakdown of our proposed fee for this project. This table includes the estimated level of effort required for completing each task and the hourly billing rates for our project team members. Expenses include costs associated with travel and a \$10 per hour technology charge covering computers, networks, telephones, postage, etc.

Tasks	Number of Meetings	Hours									Total Fees & Expenses
		TH	SO	MG	HT	JW	SS	SSG	Admin	Total	
1. Review of Existing Documentation	1	8	18	16	1	1	12	18	2	76	\$14,280
2. Develop Land Use Assumptions and Development Projections		2	8	16	1	1	50			78	\$14,075
3. Qualitative Analysis of Impact Fees - Determination of Capital Facility Needs and Service Levels	2	16	30	80	2	2	60	18		208	\$37,180
4. Required Public Meetings - Building Community and City Commission Workshop / Adoption of Ordinance	4	16	20	4			10	15	2	67	\$13,875
5. Completion of Impact Fees		4	24	16	1		24	30	16	115	\$19,820
Total Estimated Meetings / Hours	7	46	100	132	5	4	166	81	20	544	
Hourly Billing Rate		\$250	\$195	\$145	\$250	\$195	\$185	\$195	\$80		
Total Professional Fees		\$11,500	\$19,500	\$19,140	\$1,250	\$780	\$28,860	\$15,795	\$1,600	\$98,425	

TH - Tony Hairston
 SO - Shawn Ocasio
 MG - Michelle Galvin
 HT - Henry Thomas
 JW - Joe Williams
 SS - Stephanie Sheeley
 SSG - Susan Schoettle-Gumm

Total Fees \$98,425
Total Expenses \$1,020
Total Fees & Expenses \$99,445

Hourly Billing Rates

Project team hours and expenses will be billed on the same invoice. Expenses such as postage, duplicating/printing and travel will be billed at cost. Additional services outside the agreed upon scope of work will be billed on a time and materials basis. Raftelis' billing rates can be found below.

POSTION	HOURLY BILLING RATE*
Executive Vice President	\$260.00
Vice President	\$250.00
Senior Manager	\$215.00
Manager	\$195.00
Senior Consultant	\$165.00
Consultant	\$145.00
Associate	\$100.00
Administrative	\$ 80.00

**Direct labor hourly rates effective twelve months after the date of execution of the Agreement; rates will be adjusted by not more than the net percentage change (but not less than 0%) in the Consumer Price Index – Urban Consumers per annum (rounded to the nearest dollar) or as mutually agreed between parties for invoices rendered after each anniversary date of each year thereafter until project completion or termination of the Agreement between the parties.*

SECTION 7:

Required Forms





City of Ormond Beach

22 South Beach Street
Ormond Beach, Florida 32174
Telephone (386) 676-3223
Fax (386) 676-3374

REQUEST FOR PROPOSALS

PROPOSER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

RFP TITLE: Impact Fee Update

RFP NUMBER: 2021-08R

RFP OPENING DATE & TIME: April 6, 2021 at 11:00 AM

RFP OPENING LOCATION: Room 103 at Ormond Beach City Hall (First Floor)

PRE-PROPOSAL MEETING DATE & TIME: March 16, 2021 at 2:00 PM, Room 103 at Ormond Beach City Hall and via Zoom

PRE-SUBMITTAL MEETING: N/A

SUBMITTALS RECEIVED AFTER THE ABOVE DATE AND TIME WILL NOT BE ACCEPTED.

PROPOSER'S NAME: Raftelis Financial Consultants, Inc.

PROPOSER'S MAILING ADDRESS: 341 N. Maitland, Suite 300

CITY-STATE-ZIP: Maitland, FL 32751

F.E.I.N.: 20-1054069

PHONE NUMBER: 407.960.1811

EMAIL: ahairston@raftelis.com

If returning as a "No Submittal", please state reason (s): _____

I certify that this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal for the same materials, services, supplies, or equipment, and is in all respects fair and made without collusion or fraud. I agree to abide by all conditions of this RFP and certify that I am authorized to sign this RFP for the Proposer. In submitting a RFP to the City of Ormond Beach, the Proposer offers and agrees that if the Proposal is accepted, the Proposer will convey, assign or transfer to the City of Ormond Beach all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Ormond Beach. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Proposer.

X Tony Hairston
AUTHORIZED SIGNATURE (MANUAL)

Tony Hairston

NAME (TYPED)

Vice President

TITLE

April 1, 2021

DATED

**City of Ormond Beach
Request for Proposals (RFP)
IMPACT FEE STUDY
(RFP No. 2021-08R)**

RFP RESPONSE FORM

THIS RESPONSE IS SUBMITTED TO:

Purchasing Coordinator
City of Ormond Beach
22 S. Beach Street
Ormond Beach, Florida 32174

The undersigned SUBMITTER proposes and agrees, if this Submittal is accepted, to enter into a Contract with the CITY that reflects the items of this Request for Proposal (RFP) and to provide all services, as specified or indicated in the RFP Documents, in full accordance with the terms and conditions set forth in therein.

SUBMITTER accepts all of the terms and conditions of the General Conditions. SUBMITTER will sign the Contract) and submit the Contract security (when applicable) and other documents required by the Contract Documents within ten (10) days after the date of CITY's Notice of Award.

In submitting this information, SUBMITTER represents, as more fully set forth in the Agreement, that:

SUBMITTER has examined copies of all the RFP Documents and of the following Addenda:

Addendum Date

March 12, 2021

March 30, 2021

Addendum Number

1

2

Receipt of all of which is hereby acknowledged.

This Submittal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; SUBMITTER has not directly or indirectly induced or solicited any other Submitter to submit a false or sham Submittal; SUBMITTER has not solicited or induced any person, firm or a corporation to refrain from bidding; and SUBMITTER has not sought by collusion to obtain for himself any advantage over any other Bidder or over the CITY.

THIS RESPONSE IS SUBMITTED BY:

COMPANY NAME: Raftelis Financial Consultants, Inc.

VENDOR/CONTRACTOR LICENSE NUMBER: 20-1054069

ADDRESS: 341 N. Maitland, Suite 300, Maitland, FL 32751

PHONE NO.: 407.960.1811

FAX NO.: 407.628.2610

SUBMITTER'S NAME: Tony Hairston

(Typed or Printed in Ink)

TITLE: Vice President

AUTHORIZED SIGNATURE: I, Tony Hairston hereby
(Original signature required in each document)

declare that I have read and fully understand the RFP Documents and, including the General Conditions and the Scope of Work, and that I am duly authorized to sign and submit this Submittal.

The CITY reserves the right to reject any and all Submittals, to waive informalities, and to accept any Submittal or parts thereof as the CITY, in its sole discretion, determines to be in the best interest of the CITY.

PROPOSER: PLEASE ENSURE THAT YOU HAVE SIGNED THE RFP RESPONSE FORM OF THIS REQUEST FOR PROPOSAL. OMISSION OF A SIGNATURE ON THAT PAGE MAY RESULT IN REJECTION OF YOUR PROPOSAL.

**City of Ormond Beach
Request for Proposals (RFP)
IMPACT FEE STUDY
(RFP No. 2021-08R)**

CITY OF ORMOND BEACH, FLORIDA

**CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT**

- ☒ To the best of our knowledge, the undersigned firm has no potential conflicts of interest due to any other clients or contracts for this project.
- ☐ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients or contracts for this project.

- ☒ The undersigned firm has had no litigation on any project in the last five (5) years.
- ☐ The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation during the past five (5) years.

Raftelis Financial Consultants, Inc.

COMPANY NAME

Tony Hairston

AUTHORIZED SIGNATURE

Tony Hairston

NAME (PRINT OR TYPE)

Vice President

TITLE

April 1, 2021

DATE

**City of Ormond Beach
Request for Proposals (RFP)
IMPACT FEE STUDY
(RFP No. 2021-08R)
CITY OF ORMOND BEACH, FLORIDA
DRUG-FREE WORKPLACE CERTIFICATION**

IDENTICAL OR "TIE" SUBMITTALS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals which are equal in respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violation.
- 3) Give each employee that engages in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) calendar days after such conviction.
- 5) Impose sanctions on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Rafelis Financial Consultants, Inc.

Company Name

Tony Hairston

Authorized Signature
Tony Hairston

Print Name
Vice President

Title

**City of Ormond Beach
Request for Proposals (RFP)
Impact Fee Study
(RFP No. 2021-08R)**

VERIFICATION OF EMPLOYMENT STATUS USING E-VERIFY SYSTEM

1. Undersigned firm warrants it **IS** currently registered with the U.S. Department of Homeland Security's E-Verify system, **and** is compliant with the requirements of Sections 448.09 and 448.095, *Florida Statutes*.
2. Undersigned firm warrants it **has not** had any contracts terminated as a result of violations of Sections 448.09 or 448.095, *Florida Statutes*, that prohibit it from contracting with a public agency.
3. Undersigned firm warrants that if it enters into an agreement with a subcontractor, an express provision shall be included in all of its subcontracts requiring subcontractors, who perform work or provide services pursuant to the contract, to use the E-Verify system to verify employment eligibility of all new employees hired by the subcontractor during the contract term.
4. Undersigned firm understands that any subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and the contractor understands it shall maintain any such affidavits for the duration of the contract, and the contract with the subcontractor must be immediately terminated if the City has a good faith belief that the subcontractor knowingly violated Section 448.09 (1), *Florida Statutes*.
5. Undersigned firm understands that in the event the City has a good faith belief that the contractor has knowingly violated Section 448.09 (1), *Florida Statutes*, the City shall terminate the contract, and the contractor may not be awarded a public contract for a period of at least one (1) year after the date of termination. The contractor may be held liable for any additional costs incurred by the City as a result of termination of the contract.

Raftelis Financial Consultants, Inc.

COMPANY NAME

Tony Hairston
AUTHORIZED SIGNATURE
Tony Hairston

NAME

Vice President

TITLE

April 1, 2021

DATE

ADDENDUM NO. 1

March 12, 2021

TO: Prospective Bidders and Others Concerned.**SUBJECT:** Addendum No. 1 to the Project Manual for
Impact Fee Update, RFP NO. 2021-08R**NOTE:** It is the Contractor's responsibility to ensure that all documents have been downloaded and reviewed prior to submitting proposals on the work.**TO ALL BIDDERS:** You are requested to make all changes and/or additions contained in this Addendum to the Bidding Documents. Failure to acknowledge this Addendum in Proposal may result in rejection of bid.**The Proposal Requirements and Contract Documents for the subject are hereby amended as follows:**

1) Zoom instruction are as follows:

Topic: Impact Fee, Pre-proposal meeting

Time: Mar 16, 2021 02:00 PM Eastern Time (US and Canada)

Join Zoom Meeting

<https://ormondbeach.zoom.us/j/94991749626?pwd=QTA4RXpRdWdkekdMa29PMGlU1U4QT09>

Meeting ID: 949 9174 9626

Passcode: 054840

One tap mobile

+13017158592,,94991749626# US (Washington DC)

+13126266799,,94991749626# US (Chicago)

Dial by your location

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

Meeting ID: 949 9174 9626

Find your local number: <https://ormondbeach.zoom.us/j/94991749626?pwd=QTA4RXpRdWdkekdMa29PMGlU1U4QT09>

The foregoing changes are hereby incorporated into the Bidding Requirements and Contract Documents for **Impact Fee Update, RFP NO. 2021-08**, for the City of Ormond Beach.

City of Ormond Beach, Florida
County of Volusia

End of Addendum

ADD. 1 - 2

ADDENDUM NO. 2

March 30, 2021

TO: Prospective Bidders and Others Concerned.**SUBJECT:** Addendum No. 2 to the Project Manual for
Impact Fee Update, RFP NO. 2021-08R

NOTE: This addendum consists of the following documents. It is the Contractor's responsibility to ensure that all documents have been downloaded and reviewed prior to submitting proposals on the work.

TO ALL BIDDERS: You are requested to make all changes and/or additions contained in this Addendum to the Bidding Documents. Failure to acknowledge this Addendum in Proposal may result in rejection of bid.

The Proposal Requirements and Contract Documents for the subject are hereby amended as follows:

Question #1: VI. Proposal Process, Section 4 Past Performance Experience asks for both the names and telephone numbers for persons representing the individual agencies and those facilitating the local government agencies' study. In instances where the same person fulfilled both roles, will one contact be sufficient?

Answer #1: Yes.

The foregoing changes are hereby incorporated into the Bidding Requirements and Contract Documents for **Impact Fee Update, RFP NO. 2021-08R**, for the City of Ormond Beach.

City of Ormond Beach, Florida
County of Volusia

End of Addendum



6.C.e

RFP Evaluation Summary

Project: **Impact Fee Update**RFP Number: **2021-08R**Date & Time: **April 19th, 2021 10:00am**

The RFP's were scored on the following criteria:

Qualifications of staff (15%)

Similar/Past Projects (25%)

Project Approach (20%)

Current Workload (10%)

References (20%)

Fee Proposal (10%)

Summary																				
Firm	Byle	Garcia	Heyrend	Spraker	Weedo	Qualifications of staff (15%) 75 max	Byle	Garcia	Heyrend	Spraker	Weedo	Similar/Past Projects (25%) 125 max	Byle	Garcia	Heyrend	Spraker	Weedo	Project Approach (20%) 100 max		
Raftelis	15	14	15	14	10	68	22	23	24	23	20	112	19	18	18	19	20	84		
Tindale Oliver	13	14	13	13	12	65	23	23	18	23	25	112	19	18	17	18	20	92		
Firm	Byle	Garcia	Heyrend	Spraker	Weedo	Current workload (10%) 50 max	Byle	Garcia	Heyrend	Spraker	Weedo	References (20%) 100 max	Byle	Garcia	Heyrend	Spraker	Weedo	Fee Proposal (10%) 50 max	Total (500 max)	Rank
Raftelis	10	18	10	10	10	48	20	18	20	20	20	98	8	8	9	9	9	43	463	1*
Tindale Oliver	10	9	10	10	9	48	20	18	15	20	20	93	9	8	8	8	9	42	452	2

Rob Hart
Purchasing Coordinator

recommendation - Raftelis

Becky Weed

Sarah Gair



CITY OF ORMOND BEACH

City Manager • 22 S. Beach Street • Ormond Beach • Florida • 32174 • (386) 676-3200 • Fax (386) 676-3384

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners

Through: Joyce A. Shanahan, City Manager

From: Kelly McGuire, Finance Director

Date: May 18, 2021

Subject: Local Option Fuel Tax Distribution Formula

Commission Goal: Transportation - Other

Introduction

This item is a request to approve an interlocal agreement which sets forth the distribution of Local Option Fuel Tax revenues amongst the participating municipalities in Volusia County.

Background

The state default formula for local option fuel tax distribution is based upon transportation expenditures by jurisdiction for the last five years, unless another formula has been agreed upon.

The current funding formula for Volusia County and its cities negotiated in the late 1990's is largely based upon population. As these numbers are largely outdated and the existing distribution agreement is set to expire on August 31, 2021, discussion of a new formula by the City Managers and County Manager has been ongoing for nearly three years.

Discussion

After much deliberation, the managers agreed to bring forth a revised agreement to the respective Commissions for approval. This revised agreement provides for the distribution of fuel tax between the County and Municipalities to remain unchanged (County 57.239%, Municipalities 42.761%). The methodology to distribute the tax amongst the municipalities is proposed to be based on lane miles instead of population. As several cities will see a reduction in annual revenue when this new method is implemented, the new formula will be phased in over a 5-year period.

Budget

Full implementation of the revised agreement in the first year would have resulted in an annual revenue loss to Ormond Beach for FY 2021-22 of \$230,000. As a result of the phased approach, Ormond Beach's loss for FY 2021-22 will be approximately \$45,000.

Recommendation

Staff recommends approval of the interlocal agreement for allocation of the Local Option Fuel Tax.

Attachments:

- 21-87 Finance - Interlocal Agreement for Local Fuel Tax Distribution (P21-0055G) (PDF)
- Renewal of Interlocal Agreement for Distribution of Proceeds of Local Option Fuel Tax (PDF)
- 5 Yr Revenue Allocation - Scenario 21a (PDF)
- Local Option Gas Tax - History, Laws and Options (PDF)

REVIEWED BY:


Kelly McGuire, Finance Director 5/6/2021


Claire Whitley, Assistant City Manager 5/10/2021

APPROVED BY:


Joyce A. Shanahan, City Manager 5/11/2021

RESOLUTION NO. 2021-87

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT FOR THE DISTRIBUTION OF PROCEEDS OF THE LOCAL OPTION FUEL TAX; AND SETTING FORTH AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. The City Commission hereby approves the Renewal of Interlocal Agreement for Distribution of Proceeds of Local Option Fuel Tax, a copy of which is attached hereto and incorporated herein by reference, and the Mayor and the City Manager are hereby authorized and directed to execute same on behalf of the City of Ormond Beach.

SECTION TWO. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED, this 18th day of May, 2021.

BILL PARTINGTON
Mayor

ATTEST:

KATE SETTLE
City Clerk

RENEWAL OF INTERLOCAL AGREEMENT FOR DISTRIBUTION OF PROCEEDS OF LOCAL OPTION FUEL TAX

THIS AGREEMENT between the COUNTY OF VOLUSIA, a political subdivision of the State of Florida (County), and the municipalities by which it is executed, provides for the distribution of the proceeds of the 6-Cent Local Option Fuel Tax imposed by the County of Volusia under the authority of Section 336.025(1)(a), Florida Statutes, as amended, and the Additional 5-Cent Local Option Fuel Tax imposed by the County of Volusia under the authority of Section 336.025(1)(b), Florida Statutes, as amended, and Chapter 114, Articles III and VI, County Code of Ordinances, as follows:

1. In addition to any other taxes allowed by law, the 6-Cent Local Option Fuel Tax and Additional 5-Cent Local Option Fuel Tax upon every gallon of motor fuel sold in Volusia County under the authority of the statutes and ordinances referred to above shall be distributed to the County and participating municipal governments in Volusia County.
2. Fifty-seven and two hundred thirty-nine thousandths percent (57.239%) of the 6-Cent Local Option Fuel Tax and Additional 5-Cent Local Option Fuel Tax levied under the authority of the statutes and the ordinances referred to above shall be distributed to the County.
3. Forty-two and seven hundred sixty-one thousandths percent (42.761%) of the 6-Cent Local Option Fuel Tax and the Additional 5-Cent Local option Fuel Tax levied under the authority of the statutes and ordinances referred to above shall be distributed to municipalities within Volusia County. For each calendar year, the 6-Cent Local Option Fuel Tax and the Additional 5-Cent Local Option Fuel Tax; hereinafter referred to as "LOFT", shall be distributed among the participating municipalities as follows:

(a) Annual allocation of LOFT accruing to each participating municipality shall be

RENEWAL OF INTERLOCAL AGREEMENT FOR DISTRIBUTION OF PROCEEDS OF LOCAL OPTION FUEL TAX

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based on the lane miles of public roads maintained by each municipality within their jurisdiction.

- (b) The division of LOFT proceeds shall be based on a formula in which the ratio of lane miles of public roads maintained by all participating municipalities shall be calculated each year. A participating municipality's lane miles shall be divided by the combined total lane miles of the participating municipalities in order to determine the participating municipality's distribution allocation. For the purpose of this agreement, the term "lane miles of public roads maintained" means lane miles of driving surface for the maintenance of which the jurisdiction bear the legal responsibility. State Roads, County maintained roads and other roads such as private roads shall be excluded.
- (c) The lane miles used for this agreement to determine a participating municipality's distribution allocation were supplied to the County by each municipality. The data provided to the County shall serve as the baseline lane miles (Attachment 1) and will be used for future allocation adjustments referenced in paragraph 3(e) below.
- (d) FIVE YEAR AUTOMATIC ANNUAL ADJUSTMENT FOR 2021-2026. The tables below identify the automatic annual adjustments agreed to by the participating municipalities of the annual percentage share for each municipality over the following five year period.

- i. From September 1, 2021 through August 31, 2022, as follows:

Participating Municipality	Share
Daytona Beach	7.475%
Daytona Beach Shores	0.992%
DeBary	2.175%
DeLand	2.519%
Deltona	9.528%
Edgewater	2.058%
Holly Hill	1.236%

Lake Helen	0.331%
New Smyrna Beach	3.319%
Oak Hill	0.228%
Orange City	0.864%
Ormond Beach	4.881%
Pierson	0.254%
Ponce Inlet	0.582%
Port Orange	5.002%
South Daytona	1.318%

ii. From September 1, 2022 through August 31, 2023, as follows:

Participating Municipality	Share
Daytona Beach	7.242%
Daytona Beach Shores	0.756%
DeBary	2.312%
DeLand	2.689%
Deltona	9.628%
Edgewater	2.269%
Holly Hill	1.226%
Lake Helen	0.409%
New Smyrna Beach	3.317%
Oak Hill	0.303%
Orange City	0.887%
Ormond Beach	4.675%
Pierson	0.298%
Ponce Inlet	0.511%
Port Orange	4.986%
South Daytona	1.253%

iii. From September 1, 2023 through August 31, 2024, as follows:

Participating Municipality	Share
Daytona Beach	7.009%
Daytona Beach Shores	0.520%
DeBary	2.449%
DeLand	2.858%
Deltona	9.728%
Edgewater	2.480%
Holly Hill	1.215%
Lake Helen	0.487%
New Smyrna Beach	3.316%
Oak Hill	0.379%
Orange City	0.911%
Ormond Beach	4.469%

RENEWAL OF INTERLOCAL AGREEMENT FOR DISTRIBUTION OF PROCEEDS OF LOCAL OPTION FUEL TAX

Pierson	0.342%
Ponce Inlet	0.440%
Port Orange	4.971%
South Daytona	1.188%

iv. From September 1, 2024 through August 31, 2025, as follows:

Participating Municipality	Share
Daytona Beach	6.776%
Daytona Beach Shores	0.284%
DeBary	2.586%
DeLand	3.028%
Deltona	9.828%
Edgewater	2.691%
Holly Hill	1.204%
Lake Helen	0.566%
New Smyrna Beach	3.314%
Oak Hill	0.455%
Orange City	0.935%
Ormond Beach	4.262%
Pierson	0.386%
Ponce Inlet	0.369%
Port Orange	4.955%
South Daytona	1.122%

v. From September 1, 2025 through August 31, 2026, as follows:

Participating Municipality	Share
Daytona Beach	6.543%
Daytona Beach Shores	0.048%
DeBary	2.723%
DeLand	3.197%
Deltona	9.928%
Edgewater	2.902%
Holly Hill	1.194%
Lake Helen	0.644%
New Smyrna Beach	3.313%
Oak Hill	0.530%
Orange City	0.959%
Ormond Beach	4.056%
Pierson	0.430%
Ponce Inlet	0.298%
Port Orange	4.940%
South Daytona	1.057%

- (e) ANNUAL ADJUSTMENT ALLOCATION AFTER AUGUST 31, 2026. After the five year phase in of the automatic annual adjustment redistribution allocations described in paragraphs 3(d)i through 3(d)v above, the distribution proportion proceeds of the participating municipalities shall be automatically adjusted annually based on the ratio of lane miles of public roads maintained by all participating municipalities. The participating municipalities shall inform the County, prior to January 1 of each year, of any lane miles added to or removed from its inventory either through acceptance of public road from development, through construction of new roads, through transfers from one jurisdiction to another, or through any other means, in order that the County may determine the revisions to the distribution formula caused by the additions or deletions of lane miles. Prior to May 1 of each year, the County shall recalculate the distribution ratios based upon the updated lane miles maintained provided by the participating municipalities and advise the Florida Department of Revenue and the participating municipalities of the revised percentages the participating municipalities will receive in the next calendar year.
4. Only those municipalities eligible for participation in the distribution of moneys under Parts II and VI of Chapter 218, Florida Statutes, are eligible to receive any portion of the proceeds of the 6-Cent Local Option Fuel Tax and Additional 5-Cent Local Option Fuel Tax imposed by the County. Any funds otherwise undistributed because of ineligibility shall be distributed to eligible governments within the County in the same proportion as the 6-Cent Local Option Fuel Tax and the Additional 5-Cent Local Option Fuel Tax funds distributed to eligible governments.
 5. The County and participating municipalities shall utilize moneys received from the 6-Cent Local Option Fuel Tax only for transportation expenditures as provided in Section

336.025(1)(a)1, Florida Statutes, or as may hereafter be provided by law.

6. The County and participating municipalities shall use moneys received pursuant to the Additional 5-Cent Local Option Fuel Tax for transportation expenditures needed to meet the requirements of the capital improvements element of an adopted comprehensive plan or for expenditures needed to meet immediate local transportation problems and for other transportation- related expenditures that are critical for building comprehensive roadway networks by local governments as provided in Section 336.025(1)(b)3, Florida Statutes, or as may hereafter be provided by law. For the purposes of this paragraph, expenditures for the construction of new roads, or the reconstruction or resurfacing of existing paved roads or the paving of existing graded roads shall be deemed to increase capacity and such projects shall be included in the capital improvements element of an adopted comprehensive plan. Expenditures of the Additional 5-Cent Local Option Fuel Tax shall not include routine maintenance of roads. Routine maintenance means minor repairs and associated tasks necessary to maintain a safe and efficient transportation system. The term routine maintenance includes: pavement patching; shoulder repair, cleaning and repair of drainage ditches, traffic signs, and structures; mowing; bridge inspection and maintenance; pavement striping; litter clean up; and other similar activities.
7. For the purposes of this agreement, "transportation expenditures" means expenditures by the local government from local or state shared revenue sources, excluding expenditures of bond proceeds, for the following programs:
 - (a) Public transportation operations and maintenance;
 - (b) Roadway and right-of-way maintenance and equipment and structures used primarily for the storage and maintenance of such equipment;
 - (c) Roadway and right-of-way drainage;
 - (d) Street lighting installation, operation, maintenance, and repair;

RENEWAL OF INTERLOCAL AGREEMENT FOR DISTRIBUTION OF PROCEEDS OF LOCAL OPTION FUEL TAX

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- (e) Traffic signs, traffic engineering, signalization, and pavement markings, installation, operation, maintenance, and repair;
 - (f) Bridge maintenance and operation; and
 - (g) Debt service and current expenditures for transportation capital projects in the foregoing program areas, including construction or reconstruction of roads and sidewalks.
8. The County and participating municipalities shall separately budget and account for the 6-Cent Local Option Fuel Tax and the Additional 5-Cent Local Option Fuel Tax in order to segregate expenditures of each tax for compliance with the limitations on expenditures contained in this agreement. In the alternative, the County or a participating municipality may budget and account for the 6-Cent Local Option Fuel Tax and the Additional 5-Cent Local Option Fuel Tax in combination so long as each and every expenditure of either Local Option Fuel Tax is limited to the uses proscribed for the Additional 5-Cent Local Option Fuel Tax as set forth in Section 336.025(1)(b)3, Florida Statutes, or whatever is the most restrictive use of any Local Option Fuel Tax moneys as may be hereafter proscribed by law.
 9. This agreement shall apply to the proceeds of the 6-Cent Local Option Fuel Tax and the Additional 5-Cent Local Option Fuel Tax levied on motor fuels sold between 12:01 a.m., September 1, 2021, and midnight, August 31, 2034, whether or not those proceeds are actually collected or received within that period.
 10. This agreement shall become effective if, prior to August 31, 2021, it shall have been executed by the County and by participating municipalities representing a majority of the population of the incorporated area of the County. It may be executed by signature on a separate sheet attaching a copy of the agreement. The original agreement with all original signature pages shall be maintained on file in the Office of the County Manager. If it shall

not be executed by the County and by the requisite number of participating municipalities prior to the date set forth above, it shall be of no effect, and any local option fuel tax imposed under this statute referred to above shall be divided as otherwise provided by law.

IN WITNESS WHEREOF, the parties hereto have caused the execution hereof by their duly authorized officials on the dates indicated below.

ATTEST:

COUNTY OF VOLUSIA, a political
subdivision of the State of Florida

George Recktenwald
County Manager

BY: _____
Jeffery S Brower
County Chair

DATE: _____

ATTEST:**CITY OF DAYTONA BEACH**, a Florida
municipal corporation

JAMES V. CHISHOLM
City Manager

BY:

DERRICK L. HENRY
Mayor

LETITIA LAMAGNA
City Clerk

DATE: _____

RENEWAL OF INTERLOCAL AGREEMENT FOR DISTRIBUTION OF PROCEEDS OF LOCAL OPTION FUEL TAX

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ATTEST:

**CITY OF DAYTONA BEACH SHORES, a
Florida municipal corporation**

MICHAEL T. BOOKER
City Manager

BY:

NANCY MILLER
Mayor

CHERI SCHWAB
City Clerk

DATE: _____

ATTEST:

CITY OF DEBARY, a Florida
municipal corporation

CARMEN ROSAMONDA
City Manager

BY:

KAREN CHASEZ
Mayor

ANNETTE HATCH
City Clerk

DATE: _____

RENEWAL OF INTERLOCAL AGREEMENT FOR DISTRIBUTION OF PROCEEDS OF LOCAL OPTION FUEL TAX

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ATTEST:**CITY OF DELAND**, a Florida
municipal corporation

MICHAEL PLEUS
City Manager

BY:

ROBERT F. APGAR
Mayor

JULIE HENNESSY
City Clerk

DATE: _____

RENEWAL OF INTERLOCAL AGREEMENT FOR DISTRIBUTION OF PROCEEDS OF LOCAL OPTION FUEL TAX

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ATTEST:**CITY OF DELTONA**, a Florida
municipal corporation

JOHN A. PETERS
Interim City Manager**BY:**

HEIDI K. HERZBERG
Mayor

JOYCE RAFTERY
City ClerkDATE:

RENEWAL OF INTERLOCAL AGREEMENT FOR DISTRIBUTION OF PROCEEDS OF LOCAL OPTION FUEL TAX

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ATTEST:

CITY OF EDGEWATER, a Florida
municipal corporation

GLENN A. IRBY
City Manager

BY:

MICHAEL THOMAS
Mayor

BONNIE BROWN
City Clerk

DATE: _____

RENEWAL OF INTERLOCAL AGREEMENT FOR DISTRIBUTION OF PROCEEDS OF LOCAL OPTION FUEL TAX

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ATTEST:

CITY OF HOLLY HILL, a Florida municipal
corporation

JOE FORTE
City Manager

BY:

CHRIS VIA
Mayor

VALERIE MANNING
City Clerk

DATE: _____

RENEWAL OF INTERLOCAL AGREEMENT FOR DISTRIBUTION OF PROCEEDS OF LOCAL OPTION FUEL TAX

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ATTEST:**CITY OF LAKE HELEN**, a Florida
municipal corporation

LEE EVETT

Interim City Administrator

BY:

DAISY RAISLER

Mayor

LAUREN OLSEN

City Clerk

DATE:

ATTEST:

CITY OF NEW SMYRNA BEACH, a Florida
municipal corporation

KHALID RESHEIDAT
City Manager

BY: _____

RUSS OWEN
Mayor

KELLY McQUILLEN
City Clerk

DATE: _____

RENEWAL OF INTERLOCAL AGREEMENT FOR DISTRIBUTION OF PROCEEDS OF LOCAL OPTION FUEL TAX

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ATTEST:**CITY OF OAK HILL**, a Florida municipal
corporation

KOHN EVANS

City Administrator / City Clerk

BY:

DOUGLAS A. GIBSON

Mayor

WitnessDATE:

ATTEST:

CITY OF ORANGE CITY, a Florida municipal
corporation

DALE ARRINGTON
City Manager

BY: _____

GARY BLAIR
Mayor

MELANI BERINGER, CMC
City Clerk

DATE: _____

RENEWAL OF INTERLOCAL AGREEMENT FOR DISTRIBUTION OF PROCEEDS OF LOCAL OPTION FUEL TAX

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ATTEST:

CITY OF ORMOND BEACH, a Florida
municipal corporation

JOYCE SHANAHAN
City Manager

BY:

BILL PARTINGTON
Mayor

COLBY J. CILENTO
City Clerk

DATE: _____

RENEWAL OF INTERLOCAL AGREEMENT FOR DISTRIBUTION OF PROCEEDS OF LOCAL OPTION FUEL TAX

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ATTEST:**TOWN OF PIERSON**, a Florida
municipal corporation

CARMEN M. SPELORZI
Town Administrator / Town Clerk**BY:**

SAMUEL G. S. BENNETT
Mayor

WitnessDATE:

ATTEST:

TOWN OF PONCE INLET, a Florida
municipal corporation

JEANEEN C. WITT
Town Manager

BY: _____

GARY L. SMITH
Mayor

KIM CHERBANO
Deputy Clerk

DATE: _____

RENEWAL OF INTERLOCAL AGREEMENT FOR DISTRIBUTION OF PROCEEDS OF LOCAL OPTION FUEL TAX

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ATTEST:**CITY OF PORT ORANGE**, a Florida
municipal corporation

JAMIE MILLER
Interim City Manager

BY:

DONALD O. BURNETTE
Mayor

ROBIN FENWICK
City ClerkDATE:

RENEWAL OF INTERLOCAL AGREEMENT FOR DISTRIBUTION OF PROCEEDS OF LOCAL OPTION FUEL TAX

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ATTEST:**CITY OF SOUTH DAYTONA**, a Florida
municipal corporation

LES GILLIS
City ManagerBY:

WILLIAM C. HALL
Mayor

DEBBIE FITZGERALD
City ClerkDATE:

RENEWAL OF INTERLOCAL AGREEMENT FOR DISTRIBUTION OF PROCEEDS OF LOCAL OPTION FUEL TAX

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Attachment 1

2021 Baseline Lane Miles - Municipalities		
Jurisdiction	Lane Miles	Percent of Lane Miles
Daytona Beach	579.12	15.300%
Daytona Beach Shores	4.21	0.111%
DeBary	241.01	6.368%
DeLand	283.01	7.477%
Deltona	878.80	23.218%
Edgewater	256.85	6.786%
Holly Hill	105.66	2.792%
Lake Helen	56.97	1.505%
New Smyrna Beach	293.25	7.748%
Oak Hill	46.95	1.240%
Orange City	84.85	2.242%
Ormond Beach	359.04	9.486%
Pierson	38.08	1.006%
Ponce Inlet	26.37	0.697%
Port Orange	437.23	11.552%
South Daytona	93.57	2.472%
Total	3,784.97	100.00%

**Scenario 21a: 5 Year Phase-In of Current City/County Split, Then 100% based on Lane Miles for Cities
(Assumes New Revenue will be at or below \$22,170,519)**

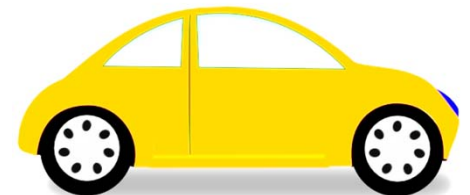
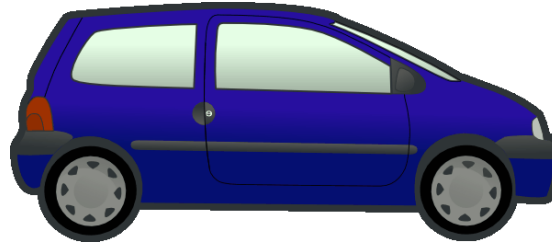
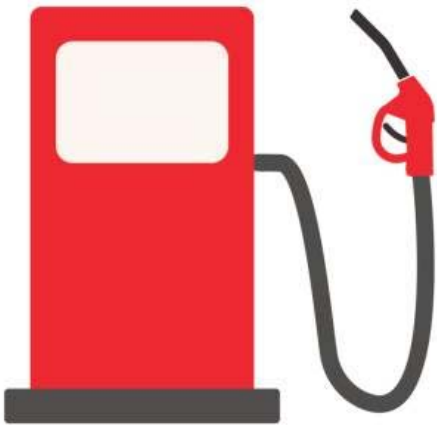
Total Est Revenue	County's %	County's Amount	Cities %	Cities Amount
\$ 22,170,519.00	57.239%	\$ 12,690,183.37	42.761%	\$ 9,480,335.63

Jurisdiction	Year 1		Year 2		Year 3		Year 4		Year 5	
Daytona Beach	7.475%	\$ 1,657,229.90	7.242%	\$ 1,605,556.20	7.009%	\$ 1,553,882.50	6.776%	\$ 1,502,208.80	6.543%	\$ 1,450,535.10
Daytona Beach Shores	0.992%	\$ 219,911.78	0.756%	\$ 167,569.59	0.520%	\$ 115,227.40	0.284%	\$ 62,885.21	0.048%	\$ 10,543.02
DeBary	2.175%	\$ 482,203.47	2.312%	\$ 512,571.76	2.449%	\$ 542,940.05	2.586%	\$ 573,308.34	2.723%	\$ 603,676.63
DeLand	2.519%	\$ 558,577.73	2.689%	\$ 596,148.25	2.858%	\$ 633,718.78	3.028%	\$ 671,289.31	3.197%	\$ 708,859.84
Deltona	9.528%	\$ 2,112,420.19	9.628%	\$ 2,134,603.84	9.728%	\$ 2,156,787.50	9.828%	\$ 2,178,971.15	9.928%	\$ 2,201,154.81
Edgewater	2.058%	\$ 456,258.93	2.269%	\$ 503,028.37	2.480%	\$ 549,797.82	2.691%	\$ 596,567.26	2.902%	\$ 643,336.71
Holly Hill	1.236%	\$ 274,103.82	1.226%	\$ 271,741.27	1.215%	\$ 269,378.72	1.204%	\$ 267,016.16	1.194%	\$ 264,653.61
Lake Helen	0.331%	\$ 73,414.44	0.409%	\$ 90,737.46	0.487%	\$ 108,060.48	0.566%	\$ 125,383.51	0.644%	\$ 142,706.53
New Smyrna Beach	3.319%	\$ 735,751.13	3.317%	\$ 735,441.03	3.316%	\$ 735,130.93	3.314%	\$ 734,820.83	3.313%	\$ 734,510.73
Oak Hill	0.228%	\$ 50,478.57	0.303%	\$ 67,257.95	0.379%	\$ 84,037.33	0.455%	\$ 100,816.70	0.530%	\$ 117,596.08
Orange City	0.864%	\$ 191,492.21	0.887%	\$ 196,752.07	0.911%	\$ 202,011.93	0.935%	\$ 207,271.78	0.959%	\$ 212,531.64
Ormond Beach	4.881%	\$ 1,082,108.89	4.675%	\$ 1,036,403.47	4.469%	\$ 990,698.05	4.262%	\$ 944,992.64	4.056%	\$ 899,287.22
Pierson	0.254%	\$ 56,320.90	0.298%	\$ 66,083.70	0.342%	\$ 75,846.51	0.386%	\$ 85,609.32	0.430%	\$ 95,372.12
Ponce Inlet	0.582%	\$ 129,030.71	0.511%	\$ 113,287.92	0.440%	\$ 97,545.14	0.369%	\$ 81,802.36	0.298%	\$ 66,059.57
Port Orange	5.002%	\$ 1,108,862.48	4.986%	\$ 1,105,430.02	4.971%	\$ 1,101,997.57	4.955%	\$ 1,098,565.11	4.940%	\$ 1,095,132.65
South Daytona	1.318%	\$ 292,170.49	1.253%	\$ 277,722.71	1.188%	\$ 263,274.93	1.122%	\$ 248,827.15	1.057%	\$ 234,379.36
Total	42.761%	\$ 9,480,335.63	42.761%	\$ 9,480,335.63	42.761%	\$ 9,480,335.63	42.761%	\$ 9,480,335.63	42.761%	\$ 9,480,335.63

- VOLUSIA COUNTY

LOCAL OPTION GAS TAX

HISTORY, LAWS, AND OPTIONS





State Law

INTERLOCAL AGREEMENT DISTRIBUTES REVENUES FROM:





State Law – 6-cent LOFT

Sections 206.41(1)(e), 206.87(1)(c), & 336.025, Florida Statutes



Authorization to Levy

By Ordinance with Interlocal Agreement

- Interlocal agreement must be established prior to June 1 if none exists
- Interlocal agreement may be between County and *one or more* municipalities representing a majority of the County's population
- Majority vote of County Commission adopts interlocal agreement

By County Resolution without Interlocal Agreement

- County adopts Resolution of Intent to Levy prior to June 10

By Voter Referendum

- Municipalities representing > 50% of county population adopt resolutions prior to June 20
- Municipality resolutions must establish
 - Duration of levy
 - Rate of Levy
 - Date of referendum
- If approved, levy begins January 1



State Law – 6-cent LOFT

Sections 206.41(1)(e), 206.87(1)(c), & 336.025, Florida Statutes



Use of Proceeds

Section 336.025(7), Florida Statutes

- Public transportation operations and maintenance.
- Roadway and right-of-way maintenance and equipment and structures used primarily for the storage and maintenance of such equipment.
- Roadway and right-of-way drainage.
- Street lighting installation, operation, maintenance, and repair.
- Traffic signs, traffic engineering, signalization, and pavement markings, installation, operation, maintenance, and repair.
- Bridge maintenance and operation.
- Debt service and current expenditures for transportation capital projects in the foregoing program areas, including construction or reconstruction of roads and sidewalks.
- May NOT be used for operational expenses of infrastructure.
- For counties with population < 50,000 on 4/1/1992, allowed for infrastructure projects if all transportation needs in approved comprehensive plan have been met.
- May be pledged for bonds up to 10 years (15 years in certain circumstances).



State Law – 5-cent LOFT

Sections 206.41(1)(e) & 336.025, Florida Statutes



Authorization to Levy

By County Ordinance

- Majority vote of county's governing body plus one adopts ordinance

By Voter Referendum

- Permitted



State Law – 5-cent LOFT

Sections 206.41(1)(e) & 336.025, Florida Statutes



Use of Proceeds

Section 336.025(1)(b)(3), Florida Statutes

- Transportation expenses needed to meet comprehensive plan
- Expenditures needed to meet local transportation problems
- Other transportation-related expenditures that are critical for building comprehensive roadway networks by local governments
- Includes new construction, reconstruction, repaving if included in comprehensive plan
- Routine maintenance not allowed



State Law – 5 & 6-cent LOFT

Sections 206.41(1)(e), 206.87(1)(c), & 336.025, Florida Statutes



Distribution of Proceeds

With Interlocal Agreement

- Based on interlocal Agreement adopted by County & one or more municipalities
- If interlocal agreement does not provide for automatic adjustments or periodic review of the distribution method, the parties to the agreement must review and hold public hearings on the terms of the agreement at least every 2 years
- Distribution amount cannot be less than payment amount of principal + interest + reserves on secured bonds outstanding at establishment of interlocal agreement



State Law – 5 & 6-cent LOFT

Sections 206.41(1)(e), 206.87(1)(c), & 336.025, Florida Statutes



Distribution of Proceeds

Without Interlocal Agreement (“Default Method”)

- Based on the transportation expenditures of the municipality for the immediately preceding 5 fiscal years as a proportion of the sum total of such expenditures for the respective county and all municipalities within the county. These proportions are recalculated *every 10 years* based on the transportation expenditures of the immediately preceding 5 years [emphasis added].”
- Distribution amount cannot be less than payment amount of principal + interest + reserves on secured bonds outstanding at establishment of interlocal agreement
- Counties report distribution percentages to Department of Revenue annually for both interlocal agreement and default method.
- There is no administrative guide or standard “rule book” for the default method calculation.



State Law – 5 & 6-cent LOFT

Sections 206.41(1)(e), 206.87(1)(c), & 336.025, Florida Statutes



Disputed Distribution of Proceeds

Section 336.025(4)(b), F.S.:

- “Any dispute as to the *determination by the county* of distribution proportions shall be resolved through an appeal to the Administration Commission in accordance with procedures developed by the commission. Pending final disposition of such proceeding, the tax shall be collected pursuant to this section, and such funds shall be held in escrow by the clerk of the circuit court of the county until final disposition [emphasis added].”



Local History

All 67 Counties impose the 6-Cent Local Option Fuel Tax

Late 80's/
Early 90's

2003





Local History

Late 80's/
Early 90's

Volusia Added
5-Cent
imposition

2003

**Current
Formula**
Adopted
57.239%-
County
42.761%
Municipalities

2013

Failed Attempt at
Redistribution /
Interlocal extended
5 Years



Local History

2018

Interlocal
extended
1 Year

2019

Interlocal
extended
1 Year

2020

Interlocal
Expires
August
31st



Current Formula



6 and 5-cent split

Volusia County

- Receives 57.239%

Municipalities

- Split 42.761%
- 2-tiered system
 - First \$22.17 Million
 - Flat percent
 - Over \$22.17 Million
 - Formula



Current Formula



Tier 2: Above \$22,170,519.32

57.239%

County



42.761%

Municipalities

1/3

*

Ratio of "Total Assessed
Property Value"

1/3

*

Ratio of "Current
Population"

1/3

*

Ratio of "Lane Miles"



Current Formula



Tier 1: Up to \$22,170,519.32

Jurisdiction	Percent	Example
Volusia County	57.239%	\$57.24
Deltona	9.428%	\$9.43
Daytona Beach	7.708%	\$7.71
Ormond Beach	5.087%	\$5.09
Port Orange	5.017%	\$5.02
New Smyrna Beach	3.320%	\$3.32
DeLand	2.350%	\$2.35
DeBary	2.038%	\$2.04
Edgewater	1.847%	\$1.85
South Daytona	1.383%	\$1.38
Holly Hill	1.247%	\$1.25
Daytona Beach Shores	1.228%	\$1.23
Orange City	0.840%	\$0.84
Ponce Inlet	0.653%	\$0.65
Lake Helen	0.253%	\$0.25
Pierson	0.210%	\$0.21
Oak Hill	0.152%	\$0.15
Municipal Total	42.761%	\$42.76
Total	100.000%	\$100.00

Note: Example
Based on \$100 and
Rounded to the
Nearest Penny.



Current Formula



Tier 2: Example of Calculation

Calculation of 5-cent LOGT FY 2017-18

Jurisdiction	Population	% of Total	Estimated Amount Due		Total Assessed Value	% of Total	Estimated Amount Due		City Roads Mileage	% of Total	Estimated Amount Due		Total Estimated Amount Due	% of Distribution Total
Volusia County													\$ 634,171	57.239%
Daytona Beach	65,539	6.892%	\$ 25,455		\$ 6,640,794,606	8.510%	\$ 31,429		239.21	5.270%	\$ 19,461		\$ 76,345	6.891%
Daytona Beach Shores	4,288	0.451%	\$ 1,665		\$ 1,657,269,267	2.124%	\$ 7,843		9	0.198%	\$ 732		\$ 10,241	0.924%
DeBary	20,434	2.149%	\$ 7,936		\$ 2,013,361,028	2.580%	\$ 9,529		107.9	2.377%	\$ 8,778		\$ 26,243	2.369%
DeLand	32,775	3.447%	\$ 12,730		\$ 2,400,320,223	3.076%	\$ 11,360		131.5	2.897%	\$ 10,698		\$ 34,788	3.140%
Deltona	89,984	9.463%	\$ 34,949		\$ 3,392,044,573	4.347%	\$ 16,054		428.3	9.435%	\$ 34,845		\$ 85,848	7.748%
Edgewater	21,509	2.262%	\$ 8,354		\$ 1,238,972,135	1.588%	\$ 5,864		134.01	2.952%	\$ 10,903		\$ 25,120	2.267%
Holly Hill	11,890	1.250%	\$ 4,618		\$ 734,388,760	0.941%	\$ 3,476		60.14	1.325%	\$ 4,893		\$ 12,986	1.172%
Lake Helen	2,691	0.283%	\$ 1,045		\$ 133,677,515	0.171%	\$ 633		18.8	0.414%	\$ 1,529		\$ 3,207	0.289%
New Smyrna Beach	25,803	2.714%	\$ 10,022		\$ 4,244,860,588	5.440%	\$ 20,090		144	3.172%	\$ 11,715		\$ 41,827	3.775%
Oak Hill	1,994	0.210%	\$ 774		\$ 164,281,927	0.211%	\$ 778		23.462	0.517%	\$ 1,909		\$ 3,461	0.312%
Orange City	11,850	1.246%	\$ 4,602		\$ 862,580,542	1.105%	\$ 4,082		58	1.278%	\$ 4,719		\$ 13,403	1.210%
Ormond Beach	40,716	4.282%	\$ 15,814		\$ 4,103,065,529	5.258%	\$ 19,419		177.71	3.915%	\$ 14,458		\$ 49,690	4.485%
Pierson	1,745	0.184%	\$ 678		\$ 91,751,004	0.118%	\$ 434		29.8	0.656%	\$ 2,424		\$ 3,536	0.319%
Ponce Inlet	3,084	0.324%	\$ 1,198		\$ 924,767,952	1.185%	\$ 4,377		13.2	0.291%	\$ 1,074		\$ 6,648	0.600%
Port Orange	59,625	6.271%	\$ 23,158		\$ 4,043,292,258	5.182%	\$ 19,136		319.68	7.042%	\$ 26,008		\$ 68,302	6.165%
South Daytona	12,677	1.333%	\$ 4,924		\$ 722,255,196	0.926%	\$ 3,418		46.4	1.022%	\$ 3,775		\$ 12,117	1.094%
Municipal Subtotal	406,604	42.761%	\$ 157,922		\$ 33,367,683,103	42.761%	\$ 157,922		1,941	42.761%	\$ 157,922		\$ 473,765	42.761%
Total													\$ 1,107,936	100.000%



Review of Other Formulas

2018 Local Government Financial Information Handbook

- Interlocal Agreements
 - 49 Counties
- Default Formula
 - 18 Counties

Counties Surveyed with Interlocal Agreements

- | | |
|-----------|------------|
| • Orange | • Polk |
| • Putnam | • Alachua |
| • Osceola | • Lake |
| • Brevard | • Seminole |
| • Flagler | |



Other Formulas



13 Cities
Population



5 Cities
Population



2 Cities
\$.05 LOFT – 100%
to County
\$.06 LOFT – fixed
percentages
(County 62.5%,
Kissimmee 25%,
St. Cloud 12.5%)



Other Formulas



17 Cities
60% Population
40% Maintained Lane
Miles



4 Cities
50% Population
50% Maintained Lane
Miles



16 Cities
50% Population, 50%
previous five-years of
transportation
expenses
(Interlocal sets
minimum distribution
percentage for the
County)



Other Formulas



9 Cities
Fixed 50% County/
40.8% Gainesville
9.2% Shared by
other cities based
on average of
population and
maintained road
miles



14 Cities
Fixed 66.38%
County
33.62% shared by
14 cities based on
50% population &
50% maintained
road miles



7 Cities
Fixed 63.6% County
36.4% shared by 7
cities based on
previous 5 years of
transportation
expenditures



Other Formulas – Data Sources

Population

- UF Bureau of Economic and Business Research

Mileage

- Reported by each jurisdiction
- FDOT City County Mileage Report – Centerline Miles

Transportation Expenses

- Reported by each jurisdiction per the terms of the interlocal agreement
- Expenses recorded under Account 541.00 of the Uniform Chart of Accounts



Proposed Formula

5 Year Phase In, then 100% based on lane miles

Jurisdiction	Current	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6 - 10
Volusia County	57.239%	57.239%	57.239%	57.239%	57.239%	57.239%	57.239%
Daytona Beach	7.708%	7.480%	7.252%	7.024%	6.796%	6.568%	Based on % of lane miles, readjusted annually
Daytona Beach Shores	1.228%	0.992%	0.756%	0.520%	0.284%	0.048%	Based on % of lane miles, readjusted annually
DeBary	2.038%	2.177%	2.316%	2.455%	2.594%	2.734%	Based on % of lane miles, readjusted annually
DeLand	2.350%	2.506%	2.661%	2.817%	2.972%	3.128%	Based on % of lane miles, readjusted annually
Deltona	9.428%	9.536%	9.644%	9.752%	9.859%	9.967%	Based on % of lane miles, readjusted annually
Edgewater	1.847%	2.050%	2.253%	2.456%	2.658%	2.861%	Based on % of lane miles, readjusted annually
Holly Hill	1.247%	1.237%	1.228%	1.218%	1.208%	1.198%	Based on % of lane miles, readjusted annually
Lake Helen	0.253%	0.332%	0.410%	0.489%	0.568%	0.646%	Based on % of lane miles, readjusted annually
New Smyrna Beach	3.320%	3.318%	3.315%	3.313%	3.311%	3.308%	Based on % of lane miles, readjusted annually
Oak Hill	0.152%	0.228%	0.304%	0.380%	0.456%	0.532%	Based on % of lane miles, readjusted annually
Orange City	0.840%	0.862%	0.883%	0.905%	0.927%	0.949%	Based on % of lane miles, readjusted annually
Ormond Beach	5.087%	4.880%	4.673%	4.466%	4.259%	4.052%	Based on % of lane miles, readjusted annually
Pierson	0.210%	0.254%	0.299%	0.343%	0.387%	0.432%	Based on % of lane miles, readjusted annually
Ponce Inlet	0.653%	0.582%	0.511%	0.441%	0.370%	0.299%	Based on % of lane miles, readjusted annually
Port Orange	5.017%	5.006%	4.995%	4.984%	4.973%	4.962%	Based on % of lane miles, readjusted annually
South Daytona	1.383%	1.322%	1.261%	1.199%	1.138%	1.077%	Based on % of lane miles, readjusted annually
Total	100.000%	100.000%	100.000%	100.000%	100.000%	100.000%	



Proposed Formula

5 Year Phase In, then 100% based on lane miles

	Covid Level Revenue	County's %	Countys Amount	Remaining for Cities							
Total Revenue	\$ 22,170,519.00	57.239%	\$ 12,690,183.37	\$ 9,480,335.63							
Jurisdiction	Revenue	% of Revenue	% of City Revenue Based on Lane Miles	Revenue at conclusion of Phase in	Total Change in Revenue at conclusion of Phase in	% Change in Revenue	Phase in Year 1	Phase in Year 2	Phase in Year 3	Phase in Year 4	Phase in Year 5
Daytona Beach	\$ 1,708,903.60	7.708%	15.360%	\$ 1,456,220.84	\$ (252,682.77)	-15%	\$ 1,658,367.05	\$ 1,607,830.50	\$ 1,557,293.94	\$ 1,506,757.39	\$ 1,456,220.84
Daytona Beach Shores	\$ 272,253.97	1.228%	0.112%	\$ 10,584.32	\$ (261,669.66)	-96%	\$ 219,920.04	\$ 167,586.11	\$ 115,252.18	\$ 62,918.25	\$ 10,584.32
DeBary	\$ 451,835.18	2.038%	6.393%	\$ 606,041.09	\$ 154,205.91	34%	\$ 482,676.36	\$ 513,517.54	\$ 544,358.72	\$ 575,199.91	\$ 606,041.09
DeLand	\$ 521,007.20	2.350%	7.314%	\$ 693,397.70	\$ 172,390.50	33%	\$ 555,485.30	\$ 589,963.40	\$ 624,441.50	\$ 658,919.60	\$ 693,397.70
Deltona	\$ 2,090,236.53	9.428%	23.309%	\$ 2,209,778.41	\$ 119,541.88	6%	\$ 2,114,144.91	\$ 2,138,053.28	\$ 2,161,961.66	\$ 2,185,870.03	\$ 2,209,778.41
Edgewater	\$ 409,489.49	1.847%	6.691%	\$ 634,368.34	\$ 224,878.85	55%	\$ 454,465.26	\$ 499,441.03	\$ 544,416.80	\$ 589,392.57	\$ 634,368.34
Holly Hill	\$ 276,466.37	1.247%	2.802%	\$ 265,686.38	\$ (10,780.00)	-4%	\$ 274,310.37	\$ 272,154.37	\$ 269,998.37	\$ 267,842.37	\$ 265,686.38
Lake Helen	\$ 56,091.41	0.253%	1.511%	\$ 143,253.39	\$ 87,161.97	155%	\$ 73,523.81	\$ 90,956.20	\$ 108,388.60	\$ 125,820.99	\$ 143,253.39
New Smyrna Beach	\$ 736,061.23	3.320%	7.737%	\$ 733,491.54	\$ (2,569.70)	0%	\$ 735,547.29	\$ 735,033.35	\$ 734,519.41	\$ 734,005.47	\$ 733,491.54
Oak Hill	\$ 33,699.19	0.152%	1.245%	\$ 118,056.68	\$ 84,357.49	250%	\$ 50,570.69	\$ 67,442.19	\$ 84,313.68	\$ 101,185.18	\$ 118,056.68
Orange City	\$ 186,232.36	0.840%	2.218%	\$ 210,291.04	\$ 24,058.68	13%	\$ 191,044.10	\$ 195,855.83	\$ 200,667.57	\$ 205,479.31	\$ 210,291.04
Ormond Beach	\$ 1,127,814.30	5.087%	9.476%	\$ 898,333.29	\$ (229,481.01)	-20%	\$ 1,081,918.10	\$ 1,036,021.90	\$ 990,125.70	\$ 944,229.49	\$ 898,333.29
Pierson	\$ 46,558.09	0.210%	1.010%	\$ 95,747.91	\$ 49,189.82	106%	\$ 56,396.05	\$ 66,234.02	\$ 76,071.98	\$ 85,909.94	\$ 95,747.91
Ponce Inlet	\$ 144,773.49	0.653%	0.700%	\$ 66,318.31	\$ (78,455.18)	-54%	\$ 129,082.45	\$ 113,391.42	\$ 97,700.38	\$ 82,009.35	\$ 66,318.31
Port Orange	\$ 1,112,294.94	5.017%	11.603%	\$ 1,100,022.07	\$ (12,272.86)	-1%	\$ 1,109,840.37	\$ 1,107,385.79	\$ 1,104,931.22	\$ 1,102,476.65	\$ 1,100,022.07
South Daytona	\$ 306,618.28	1.383%	2.518%	\$ 238,744.35	\$ (67,873.93)	-22%	\$ 293,043.49	\$ 279,468.71	\$ 265,893.92	\$ 252,319.13	\$ 238,744.35
Total	\$ 9,480,335.63	42.761%	100.000%	\$ 9,480,335.63	\$ 0.00	0%	\$ 9,480,335.63	\$ 9,480,335.63	\$ 9,480,335.63	\$ 9,480,335.63	\$ 9,480,335.63



Population

excludes Unincorporated Volusia County

Jurisdiction	Population	% of Population
Daytona Beach	66,237	15.988%
Daytona Beach Shores	4,294	1.036%
DeBary	20,774	5.014%
DeLand	34,106	8.232%
Deltona	91,007	21.967%
Edgewater	23,319	5.629%
Holly Hill	11,958	2.886%
Lake Helen	2,752	0.664%
New Smyrna Beach	26,407	6.374%
Oak Hill	1,997	0.482%
Orange City	11,720	2.829%
Ormond Beach	41,134	9.929%
Pierson	1,760	0.425%
Ponce Inlet	3,111	0.751%
Port Orange	61,009	14.726%
South Daytona	12,703	3.066%
Total	414,288	100.000%

- Total Population of incorporated cities = 414,288
- Population of Cities expected to lose revenue due to new formula equals 200,446 representing 48% of total city population.



CITY OF ORMOND BEACH

City Manager • 22 S. Beach Street • Ormond Beach • Florida • 32174 • (386) 676-3200 • Fax (386) 676-3384

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners

Through: Joyce A. Shanahan, City Manager

From: Shawn Finley, Public Works Director

Date: May 18, 2021

Subject: Water Treatment Plant Chemical Supplier Name Change

Commission Goal: Water Quality and Environment - Other

Introduction

This is a request to amend the City's supplier of scale inhibitor for the Water Treatment Plant to reflect a corporate name change. American Water Chemicals, Inc. has changed its name to Amaya Solutions, Inc.

Background

On August 18, 2020, via Resolution No. 2020-108, the City awarded Bid No. 2020-24 Water and Wastewater Chemical Purchases 2020. Within the bid award, there were separate bid specifications for eleven separate chemicals to be supplied. More specifically, a scale inhibitor used at the Water Treatment Plant was awarded to American Water Chemicals, Incorporated at a unit price of \$1,993.75 per tote. The bid specifications called for an initial bid award period of one year with provisions for two automatic one-year renewals.

Discussion

In March 2021, the City became aware that American Water Chemicals established a new corporation, Amaya Solutions, with American Water Chemicals as its fictitious name/dba. The City requested a New Vendor Packet from Amaya Solutions, which was submitted and deemed complete by purchasing staff. The corporate name change was filed with the Secretary of State on September 11, 2020 and is listed as active. Staff is not aware of any changes in the firm's ownership or management.

Budget Impact

The vendor name change has no impact on the budget.

Citizen Impact

This is an administrative matter, there is no citizen impact.

Recommendation

Staff recommends approval of the resolution acknowledging the correct corporate identity and entity providing scale inhibitor from American Water Chemicals, Inc. to Amaya Solutions, Inc. d/b/a American Water Chemicals, Inc., under the same terms and conditions as the original bid award.

Attachments:

- 21-88 Amaya Solutions chemicals new entity (P21-0041G) (PDF)
- Amaya Sunbiz (PDF)
- American Water Fictitious Name (PDF)

REVIEWED BY:


Kelly McGuire, Finance Director 4/8/2021


Claire Whitley, Assistant City Manager 5/10/2021

APPROVED BY:


Joyce A. Shanahan, City Manager 5/11/2021

RESOLUTION NO. 2021-88

A RESOLUTION ACKNOWLEDGING A CHANGE IN THE CORPORATE ENTITY PROVIDING SCALE INHIBITOR TO THE CITY FROM AMERICAN WATER CHEMICALS, INC. TO AMAYA SOLUTIONS, INC. d/b/a AMERICAN WATER CHEMICALS, INC.; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, on August 18, 2020 by Resolution 2020-108, the City awarded a bid for chemicals (Bid No. 2020-24) to several vendors for eleven different chemicals, and

WHEREAS, American Water Chemicals, Inc. is the vendor providing scale inhibitor to the City, and

WHEREAS, on or about March 18, 2021, a representative from American Water Chemicals, Inc. notified the city that a new corporation, Amaya Solutions, Inc. d/b/a American Water Chemicals, Inc., is the entity which will be providing the scale inhibitor for the duration of the bid term, now therefore,

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. The City Commission hereby acknowledges that Amaya Solutions, Inc. d/b/a American Water Chemicals, Inc is the new entity providing scale inhibitor chemicals for the City. Copies of the corporate documentation for Amaya Solutions, Inc. d/b/a American Water Chemicals, Inc. are attached hereto and incorporated herein by reference.

SECTION TWO. Future Purchase Orders for scale inhibitor chemicals under Bid 2020-24 shall be issued to Amaya Solutions, Inc. d/b/a American Water Chemicals, Inc.

SECTION THREE. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED, this 18th day of May, 2021.

BILL PARTINGTON
Mayor

ATTEST:

KATE SETTLE
City Clerk



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

Detail by Entity Name

Foreign Profit Corporation
AMAYA SOLUTIONS, INC.

Filing Information

Document Number F20000003944
FEI/EIN Number 84-4097612
Date Filed 09/11/2020
State DE
Status ACTIVE

Principal Address

1802 CORPORATE CENTER LANE
PLANT CITY, FL 33563

Mailing Address

1802 CORPORATE CENTER LANE
PLANT CITY, FL 33563

Registered Agent Name & Address

ALMALKI, MOHANNAD
1802 CORPORATE CENTER LN
PLANT CITY, FL 33563

Officer/Director Detail

Name & Address

Title DIRP, SEC

ALMALKI, MOHANNAD
1802 CORPORATE CENTER LN
PLANT CITY, FL 33563

Title DIR

ALMALKI, MAZEN
1802 CORPORATE CENTER LN
PLANT CITY, FL 33563

Title TREASURER

CANEZO, RODOLFO B
1802 CORPORATE CENTER LN
PLANT CITY, FL 33563

Annual Reports

Report Year	Filed Date
2021	01/18/2021

Document Images

01/18/2021 -- ANNUAL REPORT	View image in PDF format
---	--

09/11/2020 -- Foreign Profit	View image in PDF format
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[Previous on List](#) [Next on List](#) [Return to List](#)

Fictitious Name Search

No Filing History

Fictitious Name Detail

Fictitious Name

AMERICAN WATER CHEMICALS

Filing Information

Registration Number G20000119697
Status ACTIVE
Filed Date 09/15/2020
Expiration Date 12/31/2025
Current Owners 1
County HILLSBOROUGH
Total Pages 1
Events Filed NONE
FEI/EIN Number 84-4097612

Mailing Address

1802 CORPORATE CENTER LANE
PLANT CITY, FL 33563

Owner Information

AMAYA SOLUTIONS, INC
1802 CORPORATE CENTER LANE
PLANT CITY, FL 33563
FEI/EIN Number: 84-4097612
Document Number: F20000003944

Document Images

[09/15/2020 -- REGISTRATION](#)

[Previous on List](#) [Next on List](#) [Return to List](#)

Fictitious Name Search

No Filing History

APPLICATION FOR REGISTRATION OF FICTITIOUS NAME

Note: Acknowledgements/certificates will be sent to the address in Section 1 only.

FILED
CLERK OF STATE
DIVISION OF CORPORATIONS

2020 SEP 15 PM 12:07

G20000119697
09/16/20--01003--012 **60.00
This space is for office use only
CR4E001 (6/17)

1. American Water Chemicals
Fictitious Name to be Registered (See instructions if name includes a business entity suffix or indicator)
2. 1802 Corporate Center Lane
Mailing Address of Business
Plant City FL 33563
City State Zip Code
3. Florida County of principal place of business: Hillsborough
(See instructions if more than one county)
4. FEI Number: 84-4097612

A. Owner(s) of Fictitious Name If Individual(s): (Use an attachment if necessary)

1. Last First M.I. Address City State Zip Code
2. Last First M.I. Address City State Zip Code

B. Owner(s) of Fictitious Name If Entity: (Use an attachment if necessary)

2. Amaya Solutions, Inc.
Entity Name
1802 Corporate Center Lane
Address
Plant City FL 33563
City State Zip Code
Florida Document Number: F20000003944
FEI Number: 84-4097612
☐ Applied For ☐ Not Applicable
2. Entity Name Address City State Zip Code
Florida Document Number: FEI Number: ☐ Applied For ☐ Not Applicable

I, the undersigned, being an owner in the above fictitious name, certify that the information indicated on this form is true and accurate. In accordance with Section 865.09, F.S., I further certify that the fictitious name to be registered has been advertised at least once in a newspaper as defined in chapter 50, Florida Statutes, in the county where the principal place of business is located. I understand that the signature below shall have the same legal effect as if made under oath and I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S.

[Signature] momalki@membranechemicals.com
Signature of Owner in Section 2 Date Email Address: (to be used for future renewal notification)

Phone Number: (813) 220-4703**FOR CANCELLATION COMPLETE SECTION 4 ONLY:
FOR FICTITIOUS NAME OR OWNERSHIP CHANGE COMPLETE SECTIONS 1 THROUGH 4:**

I (we), the undersigned, hereby cancel the fictitious name _____,
which was registered on _____ and was assigned registration number SEP 15 2020

R. HUNT

Signature of Owner of Registration being Cancelled Date Signature of Owner of Registration being Cancelled Date

Mark the applicable boxes ☐ Certificate of Status- \$10 ☒ Certified Copy- \$30

NON-REFUNDABLE PROCESSING FEE: \$50



CITY OF ORMOND BEACH

City Manager • 22 S. Beach Street • Ormond Beach • Florida • 32174 • (386) 676-3200 • Fax (386) 676-3384

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners

Through: Joyce A. Shanahan, City Manager

From: Shawn Finley, Public Works Director

Date: May 18, 2021

Subject: Volusia County Joint Participation Agreement (JPA) - N. Beach Street Radar Feedback Signs

Commission Goal: Transportation - Other

Introduction

This item is for the approval of a Joint Participation Agreement (JPA) between the City and Volusia County for the purchase and installation of radar feedback signs, to provide traffic calming and enhance compliance with posted speed limits on North Beach Street.

Background

In 2020, the City Commission approved the implementation of a traffic calming program to provide for structural means that help regulate traffic volumes and speed on neighborhood and residential streets. The adopted manual, accompanying this program, provided for a number of devices approved to help drivers maintain safe speeds, improve quality of life in our neighborhoods, and reduce the burden of enforcement actions necessary by our Police Department. Radar feedback signs have proven to be effective traffic calming devices and can be installed for use on higher demand roads, where other devices such as speed tables, chicanes, and road narrowing are not appropriate.

Discussion

The City was recently contacted by Volusia County Traffic Engineering (VCTE) to gauge interest in the installation of radar feedback signs on North Beach Street. North Beach Street has historically been one of the local streets that residents have voiced concern specific to speeding. VCTE has proposed the installation of four radar feedback signs; a southbound sign as vehicles leave the state park, northbound and southbound signs at Domicilio Avenue, and a northbound sign between Hernandez Avenue and Rosewood Avenue. These locations were selected to be the most effective aid in speed control of North Beach Street. VCTE is proposing a joint participation agreement where the cost to purchase these signs will be split evenly between the City and Volusia County.

Budget Impact

The City will share the cost of this project with Volusia County in a not to exceed amount of \$12,500 for either entity with a combined total of \$25,000. Future maintenance costs are expected to be minimal and will be handled through the City's contract for traffic signal maintenance with the County. Funds are available in Fund 308-Transportation Fund.

Citizen Impact

Traffic calming utilizes structural improvements to reduce the effect of automobile traffic in our neighborhoods. The cooperative effort between the City and Volusia County will make North Beach Street safer for motorists, as well as pedestrians and cyclists and improve the quality of life for Ormond Beach residents

Recommendation

Staff recommends approval and execution of the Joint Participation Agreement with Volusia County for installation of radar feedback signs at permanent locations on North Beach Street, with a total value not to exceed \$12,500.

Attachments:

- 21-89 JPA-County Radar Feedback Signs (P21-0048G) (PDF)
- JPA - OB - NORTH BEACH STREET RADAR FEEDBACK SIGNS (PDF)
- N Beach St Ormond Beach Radar Feedback Sign Locations (PDF)

REVIEWED BY:


Kelly McGuire, Finance Director 4/23/2021


Claire Whitley, Assistant City Manager 4/26/2021

APPROVED BY:


Joyce A. Shanahan, City Manager 5/10/2021

RESOLUTION NO. 2021-89

A RESOLUTION AUTHORIZING AND DIRECTING THE EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN THE COUNTY OF VOLUSIA AND THE CITY OF ORMOND BEACH FOR INSTALLATION OF FOUR RADAR FEEDBACK SIGNS ALONG NORTH BEACH STREET; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the Florida Interlocal Cooperation Act of 1969, *Section 163.01, Florida Statutes*, authorizes any public agency of the State of Florida to exercise jointly with any other public agency, any power, privilege, or authority which said agencies share in common and which each may exercise separately, and

WHEREAS, in an effort to help reduce speeding, the County of Volusia (“County”) and, the City desire to enter into a Joint Participation Agreement whereby the County will install four radar feedback signs along North Beach Street, and

WHEREAS, the total project cost is not to exceed \$25,000.00, and

WHEREAS, the City Manager has certificated that \$12,500.00 to fund the City’s portion of the project is appropriated in the Transportation Fund and has not been appropriated for any other purpose, and

WHEREAS, the execution of an Interlocal Agreement with the County of Volusia regarding the traffic calming devices along North Beach Street will benefit the health, safety, and welfare of the citizens, now therefore,

BE IT RESOLVED BY THE PEOPLE OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. The City Commission hereby authorizes and directs the Mayor and the City Manager to execute an Interlocal Agreement with the County of Volusia regarding the installation of four radar feedback signs along North Beach Street. A copy of said Agreement is attached hereto and incorporated herein by reference.

SECTION TWO. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED this 18th day of May, 2021.

BILL PARTINGTON
Mayor

ATTEST:

KATE SETTLE
City Clerk

JOINT PROJECT AGREEMENT BETWEEN THE COUNTY OF VOLUSIA AND THE CITY OF ORMOND BEACH FOR PERMANENT RADAR FEEDBACK SIGNS ON NORTH BEACH STREET

THIS JOINT PROJECT AGREEMENT (AGREEMENT) is made and entered into by and between the City of Ormond Beach (CITY), a municipal corporation of the State of Florida, and the County of Volusia (COUNTY), a political subdivision of the State of Florida, for design, construction, maintenance and operation of Permanent Radar Feedback Signs on North Beach Street (PROJECT).

WITNESSETH:

WHEREAS, the CITY has requested installation of Permanent Radar Feedback Signs along North Beach Street; and

WHEREAS, the CITY and the COUNTY have determined that it is in the best interest of the general public to enter into this AGREEMENT providing for construction, maintenance and operation of four (4) permanent radar feedback signs on North Beach Street (see map attached to this document); and

WHEREAS, the CITY and the COUNTY agree to assume and share costs associated with the design, construction, maintenance and operation of the PROJECT, as allocated in this AGREEMENT; and

WHEREAS, the CITY and the COUNTY enter into this AGREEMENT pursuant to the authority in Chapters 166 and 125, Florida Statutes, and Section 163.01, Florida Statutes.

NOW, THEREFORE, in consideration of the mutual covenants, promises, warranties and undertakings of the parties contained herein and other good and valuable consideration given by each party to the other, the receipt and sufficiency of which is hereby acknowledged, the parties hereto stipulate and agree as follows:

A. MUTUAL COOPERATION AND COORDINATION

The CITY and the COUNTY shall mutually participate in this AGREEMENT and shall work cooperatively to coordinate and accomplish all aspects of the construction, maintenance and operation of the PROJECT as allocated between the CITY and the COUNTY herein.

B. COUNTY RESPONSIBILITIES

1. PURCHASING

The COUNTY shall comply with County of Volusia Code of Ordinances, Chapter 2, Administration, Article VI, Finance, Division 2, Purchases. The COUNTY may use continuing services contracts or cooperative purchasing pursuant to Chapter 287, Florida Statutes, for any services it performs pursuant to this AGREEMENT.

2. CONSTRUCTION & CONSTRUCTION COSTS

The costs for constructing the PROJECT shall be split equally between the CITY and the COUNTY as provided herein.

The estimated construction costs are not more than twenty-five thousand dollars (\$25,000.00) for the PROJECT.

The COUNTY's total cost contribution for the PROJECT shall not exceed twelve thousand five hundred dollars (\$12,500) unless additional payment is necessary and approved in writing by the COUNTY. Additionally, any construction costs greater than \$25,000.00 must be approved by both the CITY and the COUNTY in writing, prior to incurrence. If construction costs greater than \$25,000.00 are not approved by the CITY and the COUNTY, the CITY and the COUNTY shall terminate this AGREEMENT.

The COUNTY shall be responsible for constructing the PROJECT.

The COUNTY shall provide all contract administrative services for its portion of the construction activities at the COUNTY's sole expense. The COUNTY shall consult the CITY prior to issuing any notice to proceed to ensure that authorized construction does not exceed the cost limitation herein.

3. OWNERSHIP, MAINTENANCE & OPERATION

Upon completion and inspection of the work performed in the right of way by the COUNTY, the CITY shall accept, own, control, maintain and otherwise be responsible for the PROJECT. The CITY may contract with the COUNTY for any services related to the PROJECT by separate interlocal agreement.

Upon completion of any work performed in the right of way by the CITY, and inspection by the COUNTY, the COUNTY shall accept, own, control, maintain and otherwise be responsible for said work.

C. CITY RESPONSIBILITIES

1. CONSTRUCTION & CONSTRUCTION COSTS

The costs for constructing the PROJECT shall be split equally between the CITY and the COUNTY as provided herein.

The estimated construction costs are not more than twenty-five thousand dollars (\$25,000.00) for the PROJECT.

Any construction costs greater than \$25,000.00 must be approved by both the CITY and the COUNTY in writing, prior to incurrence. If construction costs greater than \$25,000.00 are not approved by the CITY and the COUNTY, the CITY and the COUNTY hereby agree to terminate this AGREEMENT.

The CITY shall not be responsible for constructing the PROJECT, however, the costs for constructing the PROJECT shall be split equally between the CITY and the COUNTY as provided herein, with credit provided for the COUNTY'S construction costs for the PROJECT. However, the CITY's total cost contribution for the PROJECT shall not exceed twelve thousand five hundred dollars (\$12,500) unless additional payment is necessary and approved in writing by the CITY.

2. OWNERSHIP, MAINTENANCE & OPERATION

Upon completion and inspection of the work performed in the right of way by the COUNTY, the CITY shall accept, own, control, maintain and otherwise be responsible for the PROJECT. The CITY may contract with the COUNTY for any services related to the PROJECT by separate interlocal agreement.

D. TERMINATION

Except as otherwise provided herein, either party may terminate this AGREEMENT upon thirty (30) days written notice advising the other party of its intent to terminate the AGREEMENT.

Unless otherwise mutually agreed upon by the parties, said termination shall be effective thirty (30) days after receipt of the written notice without further action by either party.

The CITY and the COUNTY will be responsible for all costs incurred related to their respective obligations herein through the effective date of the notice of termination.

E. INDEMNIFICATION

Each party shall be responsible for its sole negligence, breach of contract, or breach of this AGREEMENT, subject to the limitations in Section 768.28, Florida Statutes.

F. MISCELLANEOUS

1. NOTICES

Any notice, statement, demand or other communication required or permitted to be delivered, served or given by either party to the other shall be deemed delivered, served or given, if mailed in any general or branch United States Post Office (USPS) enclosed in a registered or certified envelope addressed to the respective party, as follows:

TO COUNTY: JON E. CHENEY, P.E.
COUNTY TRAFFIC ENGINEER
123 WEST INDIANA AVENUE
DELAND, FL 32720

TO CITY: CITY OF ORMOND BEACH
22 SOUTH BEACH STREET
ORMOND BEACH, FL 32174

2. FUNDING

The CITY's and COUNTY'S responsibilities under this AGREEMENT are contingent upon the appropriation of funds required for the project.

3. LAW/VENUE

The applicable laws of the State of Florida shall govern the validity, interpretation, construction and performance of this AGREEMENT. Venue for any suit involving this AGREEMENT shall be Volusia County, Florida,

4. AGREEMENT TERM

This AGREEMENT shall be effective on the executed date by the COUNTY and shall continue in full force and effect unless terminated as provided herein. Time is of the essence in the performance of all responsibilities under this AGREEMENT.

5. FORCE MAJEURE

Neither the CITY nor the COUNTY shall be liable to the other for any failure to perform under this AGREEMENT to the extent such performance is prevented by an act of God, war, riot, natural catastrophe, or other event beyond the control of the nonperforming party and which could not have been avoided or overcome by the exercise of due diligence; provided that the party claiming the excuse from performance has (a) promptly notified the other party of the occurrence of the event and its estimated duration; (b) promptly remedied or mitigated the effect of the event to the extent possible; and (c) resumed performance as soon as possible.

6. ASSIGNMENT

No assignment, delegation, transfer or novation of this AGREEMENT or any part thereof shall be made unless approved in writing by the parties.

7. HEADINGS

All section headings contained herein are included for convenience only and shall not affect in any manner the construction or interpretation of the AGREEMENT.

8. SEVERABILITY

In the event that any provision of this AGREEMENT shall for any reason be determined invalid, illegal or unenforceable in any respect, the parties hereto shall negotiate in good faith and agree to such amendments, modifications or supplements to this AGREEMENT or such other appropriate actions as shall implement and give effect to the intentions of the parties reflected herein. All other provisions of this AGREEMENT, as amended, modified, supplemented or otherwise affected by such action, shall remain in full force and effect.

9. AMENDMENT

The AGREEMENT may only be amended, modified or supplemented in writing, and duly executed by the CITY and COUNTY.

10. ENTIRE AGREEMENT

All negotiations, proposals and draft agreements prior to the date of execution of this AGREEMENT are hereby superseded by this AGREEMENT. This AGREEMENT shall constitute the entire AGREEMENT of the CITY and COUNTY.

11. SUCCESSORS AND ASSIGNS

This AGREEMENT shall be binding upon and inure to the benefit of the respective successors, assigns, administrators and managers of the CITY and the COUNTY.

12. EXECUTION OF DOCUMENTS; RECORDING

This AGREEMENT shall be executed in two (2) duplicate originals, any of which shall be regarded for all purposes as an original and all of which shall constitute one and the same instrument. The CITY shall retain one (1) fully executed original and the COUNTY shall retain one (1) fully executed original. The COUNTY shall record the fully executed AGREEMENT in the public record of Volusia County, pursuant to Section 163.01(11), Florida Statutes.

IN WITNESS WHEREOF, the parties hereto have made and executed this AGREEMENT, effective as of the COUNTY'S execution date written below.

Joint Project Agreement between
City of Ormond Beach and the County
for North Beach Street Permanent Radar Feedback Signs
Page 5 of 7

ATTEST:**CITY OF ORMOND BEACH, FLORIDA**_____
JOYCE SHANAHAN, CITY MANAGERBY: _____
BILL PARTINGTON, MAYOR

DATE: _____

STATE OF FLORIDA }
COUNTY OF VOLUSIA }

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization this ____ day of _____, 2021, by Bill Partington as Mayor, City of Ormond Beach, who is personally known and/or produced _____ as identification and who being duly sworn, deposes and says that the aforementioned is true and correct to his or her best knowledge.

 Notary Public, State of Florida
 Printed: _____
 Commission No.: _____
 Expiration: _____

ATTEST:**COUNTY OF VOLUSIA, FLORIDA**

 GEORGE RECKTENWALD
 COUNTY MANAGER

BY: _____
 JEFFREY S. BROWER
 COUNTY CHAIR

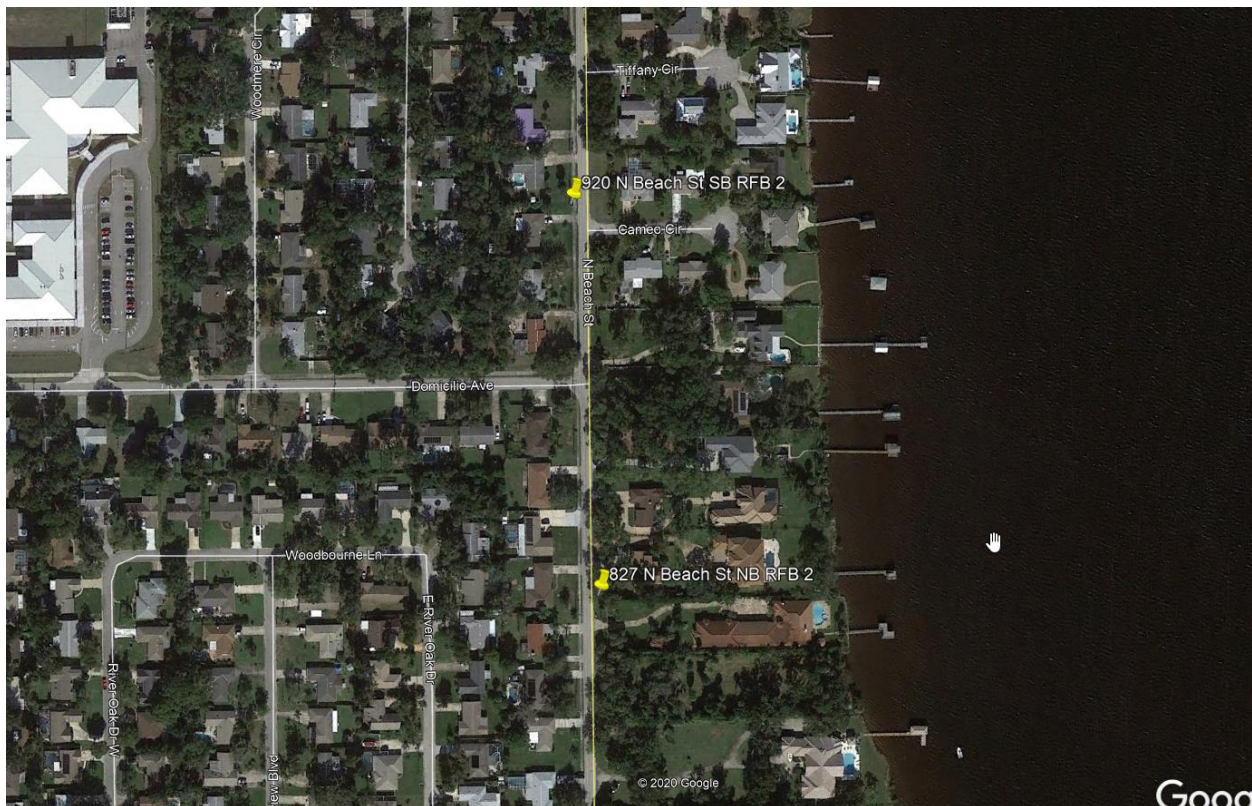
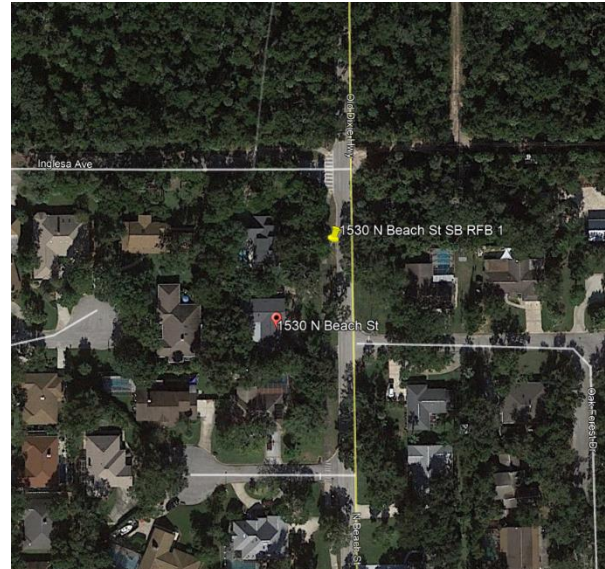
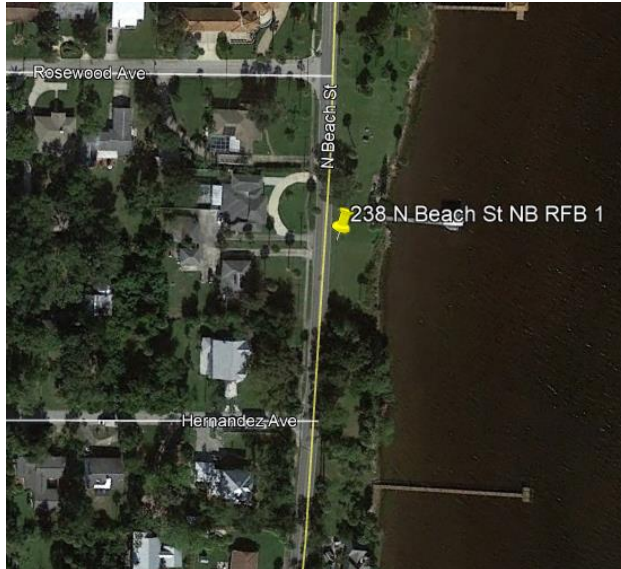
DATE: _____

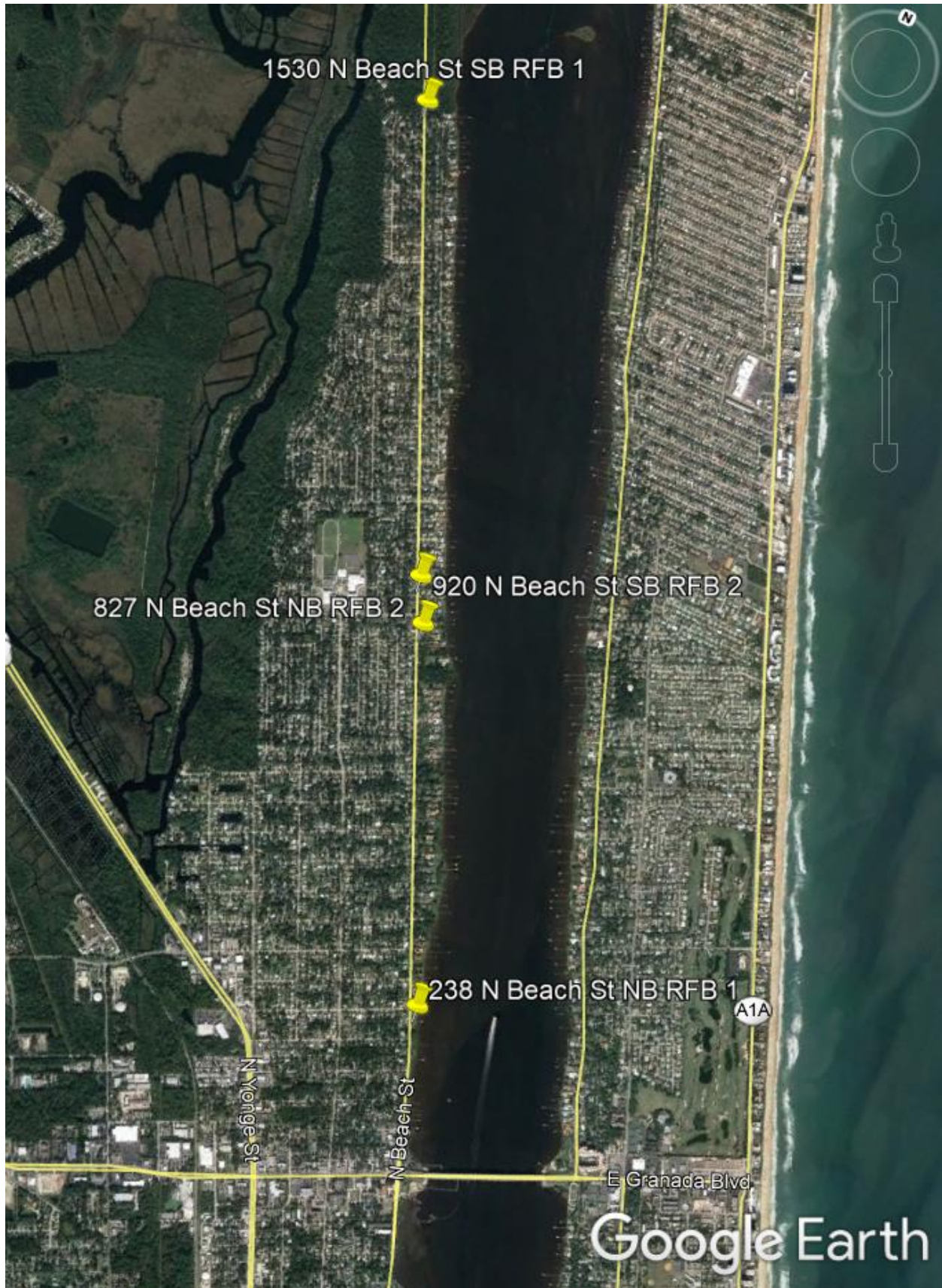
STATE OF FLORIDA }
 COUNTY OF VOLUSIA }

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization this ____ day of _____, 2021, by Jeffrey S. Brower as Chair of the Volusia County Council, who is personally known and/or produced _____ as identification and who being duly sworn, deposes and says that the aforementioned is true and correct to his or her best knowledge.

 Notary Public, State of Florida
 Printed: _____
 Commission No.: _____
 Expiration: _____

N Beach St Ormond Beach Radar Feedback Sign Locations







CITY OF ORMOND BEACH

City Manager • 22 S. Beach Street • Ormond Beach • Florida • 32174 • (386) 676-3200 • Fax (386) 676-3384

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners

Through: Joyce A. Shanahan, City Manager

From: Shawn Finley, Public Works Director

Date: May 18, 2021

Subject: Utility Service Review

Commission Goal: N/A

Introduction

This is a request for City Commission authorization of a sole source procurement, and approval of an agreement with UtiliD, LLC, for professional consulting services related to the analysis of the city's western service area. The purpose is to understand and plan for the full life-cycle cost of utility operations and value of water and sewer resources.

Background

In order to plan for future investments consistent with community needs, anticipated growth, system reliability goals, and relevant community priorities it is necessary to:

- Review the condition of all assets over the long-term at the lowest possible life-cycle cost and acceptable risk consistent with customer, community, and regulator-supported service levels.
- Assure asset repair, rehabilitation, and replacement efforts are coordinated within the community to minimize disruptions and other negative consequences.
- Determine operations, infrastructure, and investments necessary to support the economic, environmental, and social health of our community.

Discussion

The purpose of this study is to understand and evaluate the costs associated with our critical infrastructure assets related to the western service area; plan future investments consistent with community needs, anticipated growth, system reliability goals, and relevant community priorities. The study will also review the condition of all assets over the long-term at the lowest possible life-cycle cost consistent with supported service levels. In addition, the study will review impact fees, user charges, and future capital improvements necessary to the western service area and match funding with the timing of needed improvements. In addition, the study will determine the Net Present Value of

the existing agreements, and expansion of the system associated with the western utility service area. This sole source procurement was posted to Demandstar for seven business days, no responses were made during the required posting duration.

Budget Impact

The utilities value analysis will require approximately nine weeks to complete, at a cost of \$43,400. Funding is available in the General Fund for these services.

Citizen Impact

The tasks performed within this agreement will allow City staff to plan for future investments consistent with community needs, anticipated growth, system reliability goals, and relevant community priorities.

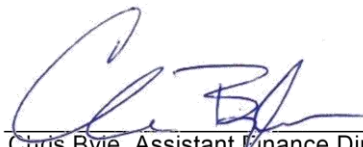
Recommendation

Staff recommends approval of this agreement with UtiliD, LLC, for utilities value analysis for the not-to-exceed amount of \$43,400.

Attachments:

- 21-90 Value Analysis - UtiliD LLC (P21-0059G) (PDF)
- UtiliD agreement (PDF)

REVIEWED BY:


Chris Byie, Assistant Finance Director 5/12/2021


Claire Whitley, Assistant City Manager 5/12/2021

APPROVED BY:


Joyce A. Shanahan, City Manager 5/13/2021

RESOLUTION NO. 2021-90

A RESOLUTION AUTHORIZING THE SOLE SOURCE PROCUREMENT OF PROFESSIONAL SERVICES FROM UTILID, LLC TO PREPARE A UTILITIES VALUE ANALYSIS REGARDING DEVELOPMENT OF LAND WEST OF I95 AND SOUTH OF SR40; AUTHORIZING THE EXECUTION OF AN AGREEMENT AND PAYMENT THEREFORE; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, by Resolution 2006-205, the City Commission approved a Comprehensive Settlement Agreement between the City of Ormond Beach and the City of Daytona Beach, and

WHEREAS, pursuant to said Comprehensive Settlement Agreement, the City of Ormond Beach is authorized to provide wholesale water and wastewater services to areas that are west of I95 and within the City of Ormond Beach service area and within the corporate limits of the City of Daytona, and

WHEREAS, because it has been 15 years since the Comprehensive Settlement Agreement was executed, the City desires to engage the services of a firm that can quantify the current financial costs and benefits of providing wholesale water and wastewater services (a utilities value analysis), and

WHEREAS, UtiliD, LLC, Inc. is uniquely qualified to provide the utilities value analysis and is free from conflicts with involved parties, and therefore, this service purchase is a sole source procurement pursuant to Section 2-300(g), of the *Code of Ordinances*, and

WHEREAS, the City's staff recommends the procurement of services from UtiliD, LLC in the amount of \$43,400.00, as specified in its Proposal, a copy of which is incorporated in the contract which is attached hereto and incorporated herein by reference, and

WHEREAS, the City Manager has certified that the money for the payment of the service has been appropriated to the credit of the General Fund and is not appropriated for any other purpose, and

WHEREAS, the City Commission concurs in the said determination and recommendation, now therefore,

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. The Mayor and City Manager are hereby authorized and directed to execute a contract with UtiliD, LLC for the procurement of services to perform a utilities value analysis in the amount of \$43,400.00, and to pay the cost thereof from the General Fund.

SECTION TWO. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED this 18th day of May, 2021.

BILL PARTINGTON
Mayor

ATTEST:

KATE SETTLE
City Clerk

AGREEMENT

THIS AGREEMENT is made and entered into by and between the **City of Ormond Beach** (“City”), a Florida municipal corporation, 22 South Beach Street, Ormond Beach, Volusia County, Florida and **UtiliD, LLC** (“Contractor”), 4616 SW 105th Drive, Gainesville, FL 32608, and in consideration of the mutual promises and covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the following:

1. **Scope of Work.** The Proposal dated April 26, 2021 (“Proposal to Quantify the Costs and Benefits of the Current Wholesale Water and Wastewater Agreement Between City of Ormond Beach and City of Daytona Beach”), attached hereto as Exhibit “A”, is incorporated herein by reference and is a material part of this Agreement. The Contractor shall fully comply with the terms and conditions described in the attached exhibit.
2. **Term.** This Agreement shall be effective on the date it is fully executed by the parties and will be in effect through the completion, and the City’s acceptance, of the final report document.
3. **Consideration.** Contractor shall perform the services at the prices set forth on Exhibit “A”. Contractor shall prepare and submit invoices to the City at the address set forth in Paragraph 9 of this Agreement. All such invoices shall be paid by the City within thirty (30) days.
4. **Delivery.** Contractor shall complete the project within the time frame set forth on Exhibit “A”.
5. **Termination of Agreement.**
 - (a) The City Commission shall have the right to terminate the Agreement in the event the Contractor files any petition or proceeding for bankruptcy relief, or is adjudicated to be bankrupt or insolvent, or fails to pay just debts as they ordinarily become due; or for a material breach of this agreement that remains uncured for at least thirty days after prior written receipt of a notice of violation of same.
 - (b) This Agreement may not be terminated by the Contractor.
6. **Assignment.** The Contractor shall not assign, convey or transfer all or any part of this Agreement, or all or any part of Contractor’s interest herein, or all or any part of any interest in the Contractor, without the prior written consent of the City Commission, which consent shall not be unreasonably withheld.
7. **Complete Agreement.** This Agreement, including the provisions set forth in the exhibit attached hereto and incorporated by reference herein, constitutes the entire and complete agreement of the parties, and the promises and covenants herein contained shall survive the life of this Agreement.

8. **Amendment to Agreement.** Any amendment, change, or modification of this Agreement must be in writing and fully executed by both parties.
9. **Notices.** All notices which are required by this Agreement shall be provided to the parties at the following addresses, or such other addresses as may be requested in writing by either party:

City of Ormond Beach
 Joyce Shanahan, City Manager
 (copy to City Attorney)
 22 South Beach Street
 Ormond Beach, FL 32174

UtiliD, LLC
 David Richardson, President
 4616 S.W. 105th Drive
 Gainesville, FL 32608

10. **Sovereign Immunity.** The City expressly retains and reserves all rights, privileges, immunities, and benefits of sovereign immunity. This provision shall be construed broadly in favor of the City.
11. **Venue.** The terms and conditions of this Agreement shall be construed and enforced under the laws of the State of Florida. Any action or proceeding, either at law or in equity, regarding this Agreement shall be brought in the circuit court, Seventh Judicial Circuit in and for Volusia County, Florida. Venue in any other jurisdiction or forum, whether it be any other circuit, state or federal venue, is hereby expressly waived.
12. **Waiver of Conditions.** No waiver by the City of any condition or breach of performance by the Contractor shall constitute an irrevocable, continuing, or subsequent waiver by the City of the same condition or breach of performance, or of any other condition or other breach of performance.
13. **Severability.** If any part of this Agreement is declared to be unenforceable or void by a court of competent jurisdiction, the remaining parts of the Agreement shall remain in full force and effect as long as the services to be provided by the Contractor are not materially affected, altered or impaired as a result of said judicial declaration.
14. **Conflicting Provisions.** In the event of any conflict between the provisions of this Agreement and any exhibits, the provision most favorable to the City shall control and shall be given full force and effect.
15. **Indemnification.** The City, its agents, employees, and officials, both elected and appointed, shall be indemnified and held harmless by Contractor from any and all liabilities, claims, and causes of action which may arise out of the willful, negligent, or unlawful acts or omissions of the Contractor or its subcontractors in the performance of this Agreement, unless such claims are a result of the City's sole negligence, as determined by the final decision maker of such claim.

16. **Duty to Defend.** The Contractor shall defend all suits and administrative actions, including all appellate proceedings, brought against the City, its agents, employees, and officials, both elected and appointed and shall pay all attorneys' fees and costs associated with the City's legal defense, as may be selected by the City, arising from all claims and causes of action described in Section 15 above. Such payment on behalf of the City shall be in addition to any and all other legal or equitable remedies available to the City and shall not be considered to be the City's exclusive remedy.
17. **Contractor's Insurance.** The Contractor shall purchase and maintain for the entire life of this Agreement, including any and all approved time extensions, until its final acceptance by the City, such insurance as will protect the Contractor from claims under Workers' Compensation, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees; from claims insured by usual or unusual injury liability coverage; from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the Contractor's operations under this Agreement, whether such operations be by the Contractor, or by any Subcontractor, or by anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City, and may be reduced or eliminated at the sole discretion of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.
18. **Types of Insurance and Limits of Liability.** The insurance required herein shall be written for not less than the limits of liability specified herein or as required by law, whichever is greater, and shall include the following:

- (a) Workers' Compensation Insurance in statutory limits for the State of Florida with Coverage B - Employer's Liability limits of not less than:

\$100,000. Each Accident Bodily Injury by Accident
 \$100,000. Each Employee Bodily Injury by Disease
 \$500,000. Policy Limit Bodily Injury by Disease

Certificate of Exemptions. If the contractor has a State-issued Certificate of Exemption, the contractor may provide a copy in place of the requirement for coverage. However, if the contractor subcontracts or retains any other person or entity to perform under the contract, that person or entity must provide proof of workers' compensation insurance as required by law or provide a Certificate of Exemption.

It is the intent of the City that any individual who either contracts directly with the city or performs any work on behalf of any such contractor be covered by workers compensation insurance or have a valid exemption from said coverage.

(If applicable to the Project, the policy must include benefits under the United States Longshoremen's and Harbor Workers' Act and the Jones Act coverage--all maritime coverages.)

- (b) **Commercial General Liability Insurance** shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 88, or its successor form, including but not limited to the following coverages (any deviation shall be noted on the Certificates of Insurance), and the CITY OF ORMOND BEACH shall be named as an additional insured:

1. Premises and Operations
2. Owners' & Contractors' Protective
3. Products & Completed Operations
4. Explosion, Collapse & Underground Conditions
5. Blanket Contractual Liability
6. Personal Injury Liability
7. Broad Form Property Damage Endorsement, including Completed Operations
8. Independent Contractors
9. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
10. Pollution Liability (if applicable)
11. Asbestos Abatement (if applicable)
12. Fire Damage Liability

Certain coverages outlined above may not be required if they do not relate to the Agreement, as may be determined at the sole discretion of the City.

Commercial General Liability Coverage shall be written on an occurrence basis and the limits shall be no less than the following for all tiers of Contractors and Subcontractors:

<u>Contract Value</u>	<u>Limits (not less than)</u>
0 - 25,000	\$300,000 Each Occurrence \$300,000 General Aggregate* \$300,000 Aggregate Products & Completed Operations \$ 25,000 Fire Damage (any one fire)
\$25,001 - \$250,000	\$500,000 Each Occurrence \$1 Million General Aggregate* \$1 Million Aggregate Products & Completed Operations \$ 50,000 Fire Damage (any one fire)

\$250,001 - \$3,000,000	\$1 Million Each Occurrence \$1 Million General Aggregate* \$1 Million Aggregate Products & Completed Operations \$ 50,000 Fire Damage (any one fire)
\$3,000,001 & over	20% of the Value of the Contract [Minimum \$1 Million Each Occurrence/\$2 Million General Aggregate]

*NOTE: Commercial General Liability Coverage must be purchased on either a project basis (separate policy per contract) or an endorsement allocating an aggregate limit per location or specified project.

- (c) **Automobile Liability Insurance** for the operation, use, maintenance, loading or unloading of automobiles - ISO Symbol 1 (Any Auto) or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos). The coverage limits shall be no less than the following for all tiers of Contractors and Subcontractors:

<u>Contract Value</u>	<u>Limits (not less than)</u>
0 - 25,000	\$300,000 Combined Single Limit
\$25,001 - \$250,000	\$500,000 Combined Single Limit
\$250,001 and over	\$1 Million Combined Single Limit

- (d) **Excess Liability**

For Contracts of \$250,000 or more, and in addition to the scheduled underlying policies for Commercial General Liability, Automobile Liability and Employers' Liability, the Contractor shall also provide an Excess Liability Policy with a maximum self-insured retention for occurrences insured in this Excess Policy not to exceed \$25,000 and a minimum limit of \$1 Million.

- (e) **Professional Liability, Malpractice and/or Errors and Omissions**

The Contractor shall purchase and maintain professional liability, malpractice, or errors or omissions insurance with minimum limits of \$1,000,000 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great a duration as is available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.

19. **Requirements for Certificates of Insurance.**

- (a) With the execution of this Agreement, the Contractor shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain a provision that the coverage under the policies will not be canceled, non-renewed or materially changed until at least **thirty (30)** days' prior written notice of such cancellation, non-renewal or change [except for nonpayment of premium, which shall be **ten (10)** days] has been given to the City. The Contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of this Agreement.
- (b) New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
- (c) If requested by the City, the Contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements.
- (d) For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.
- (e) If the Contractor fails to obtain and maintain for the life of the Agreement the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Agreement.
- (f) **Policies of Insurance**
 - 1. Except as otherwise provided herein, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-) in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.
 - 2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carriers; written confirmation is required.

3. All policies of insurance or certificates thereof referred to herein shall be deposited with the City Clerk.

4. The City shall be named an Additional Insured on General Liability and Automobile Liability policies of insurance and certificates thereof.

20. **Enforcement of Costs.** If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, court costs, and all expenses even if not taxable court costs (including, without limitation, all such fees, costs and expenses incident to arbitration, appellate, bankruptcy, and post-judgment proceedings), incurred in that action or proceeding or any appeal, in addition to any other relief to which the party or parties may be entitled. Attorneys' fees include legal assistant fees, expert witness fees, investigative fees, administrative costs, and all other charges billed by the attorney for the prevailing party.
21. **Compliance With Laws.** Contractor shall comply with all applicable federal, state and local laws and regulations.
22. **Compliance With Florida Public Records Law.** Contractor expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:
- (a) Keep and maintain public records required by the City to perform the contracted service.
 - (b) Upon request from the City Clerk, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.
 - (d) Upon completion of the contract, transfer at no cost, to the City all public records in possession of the contractor or keep and maintain public records required by the City to perform the service. If the contractor transfers all public records to the City upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon the completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.

(e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Contractor to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32175. (386)676-3331
CITYCLERK@ORMONDBEACH.ORG**

Ref: Fla. Stat. §119.0701(2016)

23. **Limitation of Remedy and Liability.** Contractor and Owner expressly waive any claim for consequential damages against the other including but not limited to, a waiver of claims for diminished bonding capacity, loss of financing, loss of business reputation, lost profits on other projects or other lost opportunity damage claims.

Contractor expressly agrees that any claim (tort, contract, claim in equity, or otherwise) by Contractor for damages against Owner shall not exceed the total amount of the contract price, less any amounts actually paid to the Contractor by the Owner (or by an insurer of the Owner).

All liability of the City allegedly resulting from, arising out of or connected with this Agreement or from the performance or breach thereof, shall terminate three years from the termination of this Agreement.

24. **Waiver of Right to Jury Trial.** THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT WHICH ANY PARTY MAY HAVE TO TRIAL BY JURY IN RESPECT OF ANY PROCEEDING, LITIGATION OR COUNTERCLAIM BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY. IF THE SUBJECT MATTER OF ANY LAWSUIT IS ONE IN WHICH THE WAIVER OF JURY TRIAL IS PROHIBITED, NO PARTY TO THIS AGREEMENT SHALL PRESENT AS A NON-COMPULSORY COUNTERCLAIM IN ANY SUCH LAWSUIT ANY CLAIM BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. FURTHERMORE, NO PARTY TO THIS AGREEMENT SHALL SEEK TO CONSOLIDATE ANY SUCH ACTION IN WHICH A JURY TRIAL CANNOT BE WAIVED.

25. **Verification of Employment Status Using E-Verify System**

- (a) Section 448.09, *Florida Statutes*, makes it unlawful for any person to knowingly employ, hire, recruit, or refer, either for herself or himself, or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work in the United States. Contractor warrants that it is registered with the U.S. Department of Homeland Security's E-Verify system, and is compliant with the requirements of Sections 448.09 and 448.095, *Florida Statutes*.
- (b) Contractor agrees that if the contractor enters into an agreement with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and contractor warrants it shall maintain any such affidavits for the duration of the contract. If the City has a good faith belief that a subcontractor knowingly violated Section 448.09 (1), the City shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.
- (c) In the event the City has a good faith belief that the contractor has knowingly violated Section 448.09 (1), *Florida Statutes*, the City shall terminate the contract, and as provided by statute, the contractor may not be awarded a public contract for at least one (1) year after the date of termination. The contractor may also be held liable for any additional costs incurred by the City as a result of the termination of the contract.

26. **No Conflict of Interest.** The Contractor warrants and agrees that neither it, nor any of its employees, agents, officers, directors, shareholders and independent contractors are, or will become, under contract with or accept compensation from any individual, business, corporation or governmental entity that has the possibility of an adverse interest to those of the City of Ormond Beach. The Contractor and its officers, directors, shareholders, employers, agents and subcontractors, agree not to provide any services or assistance to any entity directly or indirectly relating to the services provided to the City and to immediately notify the City Manager and City Attorney of any contact with any entity that has, or potentially has, a conflict of interest with the City of Ormond Beach. This provision shall be interpreted as broadly as possible to prevent any potential or actual conflict of interest presently or in the future by the Contractor.

27. **Effective Date.** This Agreement shall become effective upon the date last signed by the parties hereto.

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be signed on the dates indicated hereinbelow.

DATED this ____ day of _____, 2021.

Witnesses:

CITY OF ORMOND BEACH

By: _____

Print Name: _____

BILL PARTINGTON

Mayor

By: _____

Print Name: _____

JOYCE SHANAHAN

City Manager

DATED this ____ day of _____, 2021.

Witnesses:

UTILID, LLC

By: _____

Print Name: _____

Print Name: _____

Title: _____

Attest: _____

Print Name: _____

Print Name: _____

Title: _____

EXHIBIT "A"**Proposal to Quantify the Costs and Benefits of the Current Wholesale Water and Wastewater Agreement Between the City of Ormond Beach and the City of Daytona Beach****April 26, 2021****Client: City of Ormond Beach
Consultant: David Richardson, UtiliD LLC****Background and Description**

The City of Ormond Beach (COOB) and the City of Daytona Beach (CODB), through a series of interlocal agreements, have negotiated for the COOB to provide wholesale water and wastewater service to those areas that are West of I-95 and within both the COOB's Service Area and within the corporate limits of the CODB. The most recent interlocal agreement was executed approximately 15 years ago giving the COOB the right and obligation to provide wholesale water and wastewater service within limited portions of the CODB. Due to the length of time that has elapsed since the agreement was executed, the COOB desires to quantify the current financial costs and benefits of providing wholesale water and wastewater service to the CODB. The financial costs and benefits to the COOB will be available and useful should the COOB and/or the CODB wish to make a future amendment to the existing interlocal agreement.

Project Scope

1. Review existing interlocal agreement(s) concerning wholesale water and wastewater service by the City of Ormond Beach (COOB) to the City of Daytona Beach (CODB) for those areas that are West of I-95 and within both the COOB Service Area and the corporate limits of the CODB;
2. Summarize the interlocal agreement(s) described in Item 1 with respect to wholesale water and wastewater service. Summarization shall include:
 - a. Impact Fees;
 - b. Expenses normally paid by Impact Fees (note – agreement(s) appear to require the CODB to pay for COOB capital improvements required to serve the CODB to the extent that those improvements are "not expenses normally paid by impact fees");
 - c. Responsibility for capital expenses;
 - d. Responsibility for operation and maintenance;
 - e. User Charges;
 - f. Master Metering;
 - g. Discuss summary with COOB Staff to ensure understanding and completeness.

EXHIBIT "A"

3. Review Black and Veatch Wholesale Water and Wastewater Rate Analysis (full report with detailed determination of cost allocation of functional components) and current COOB financials to determine:
 - a. Benefit (Payments in Lieu of taxes, general fund transfer, overheads, assignment of A&G expenses, etc.);
 - b. Discuss apparent benefits with COOB Staff to ensure understanding and completeness;
4. Review COOB Impact Fee calculation to determine extent to which future plant expansion costs and transmission system expansion/extension costs will be captured in future COOB impact fees assessed to the COOB (note – impact fees capturing incremental costs of additions will fairly recover costs for COOB to the extent that the cost of future capacity expansions increase on a per unit basis). Discuss Impact Fee calculation with COOB Staff to ensure completeness and understanding;
5. Discuss with COOB Staff capacity availability and projected capacity demands to understand excess capacity through time, how future capacity costs will change, and how capacity costs will be recovered through Impact Fees;
6. Estimate timing and identify cash flows accruing to the COOB related to the implementation of wholesale water and wastewater service to the COOB consistent with existing interlocal agreements. Perform sensitivity analysis that captures the likely range of cash flows that may include capital costs, a range of development density and timing, impact fee revenue, and other cash flows as may be determined;
7. Determine a range of the estimated Net Present Value of cash flows identified above using a discount rate provided by the COOB (Black and Veatch used 6%) and include a sensitivity analysis of the NPV related to a range of discount rates;
8. Provide details of analysis and conclusions in a written report with detailed explanation of methodology used, calculations, and data sources, all complete with citations as appropriate.

The project scope does not include engineering services, those services will be provided by others as needed.

The report will generally be organized as follows:

Executive Summary

Introduction/Background

Current Interlocal Agreement

Impact Fee Methodology (including determination of expenses normally paid by impact fees)

Plant and Transmission System Availability

EXHIBIT "A"*Benefits and Costs of Providing Wholesale Water and Wastewater Service to the CODB**Net Present Value Determination*

Interviews/discussions with COOB Staff will be conducted via teleconference or video conference to the extent possible. Two site visits are anticipated: one site visit to generally gather information and one site visit to present and discuss the final report.

The report will be delivered electronically in a PDF format.

Deliverables

1. Draft report;
2. Final report;
3. Presentation of final report to COOB Staff and discussion of findings and conclusions.

Schedule

Draft report will be delivered within 9 weeks from notice to proceed (NTP);
 Client will have two weeks to review and provide comments on draft report;
 Final report will be delivered within three weeks of client comments.
 Client shall issue a written or electronic NTP.
 The schedule anticipates NTP within 10 days.

Cost

The cost to complete the scope of work described above is a lump sum of \$43,400. Payment of \$10,000 is due at the notice to proceed, the balance of \$33,400 is due when the final report is delivered. Invoices will be submitted for payment, and payment is due within 30 days.

Proposal Offering and Acceptance

For UtiliD, LLC

For City of Ormond Beach

 David Richardson
 President and CEO
 UtiliD, LLC

 Date

 Date



CITY OF ORMOND BEACH

City Manager • 22 S. Beach Street • Ormond Beach • Florida • 32174 • (386) 676-3200 • Fax (386) 676-3384

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners

Through: Joyce A. Shanahan, City Manager

From: Kevin Gray, Deputy Public Works Director

Date: May 18, 2021

Subject: RFP for Debris Removal, Reduction, and Recovery for the City of Ormond Beach

Commission Goal: N/A

Introduction

This disposition item provides public notice of staff's intention to advertise a Request for Proposals (RFP) for debris removal, reduction, and recovery services for the City of Ormond Beach, RFP Number 2021-17.

Background

In the event of a declared storm, and depending on its magnitude, the City of Ormond Beach Public Works Department may need assistance with post-storm debris removal activities. The current contractual agreement for debris removal, reduction and recovery contracts with DRC and Crowder Gulf are set to expire on September 9, 2021.

Discussion

For smaller single-storm events that do not reach the magnitude of severity resulting in the area being declared a federal disaster, Public Works staff will continue to provide the recovery and restoration services. However, for larger storms requiring outside assistance, staff intends to solicit competitive bids for the debris removal services.

Charges to the City under the terms of these agreements occur in the event of a disaster and only upon authorization to provide services by the City.

Budget Impact

In FY 2020-21, no costs will be associated with these contracts unless services are authorized. If costs are incurred, they will be expensed to the 460-Solid Waste Fund.

Citizen Impact

Prompt debris removal after a major storm will benefit the City and its residents by clearing roadways and reducing debris from entering storm drains and waterways.

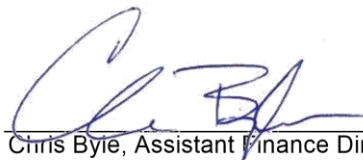
Recommendation

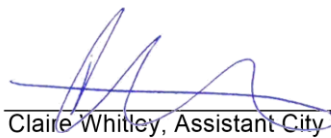
The City intends to publicly advertise this project for competitive solicitation, unless otherwise directed by the City Commission.

Attachments:

- RFP 2021-17 Debris removal packet with e-verify, Exhibit A included (PDF)
- Exhibit B - FHWA Form 1273 (2012) (PDF)
- Exhibit C - Hazardous Stump Extraction and Removal Eligibility (PDF)
- Exhibit D - Project Specific Definitions (PDF)
- Exhibit E - FHWA Buy America (PDF)
- Exhibit F - Load Ticket OrmondBeach (PDF)
- Exhibit G - City Map with Zones (PDF)
- Exhibit H - FEMA Contract Provisions Template (PDF)

REVIEWED BY:


Chris Byie, Assistant Finance Director 5/10/2021


Claire Whitley, Assistant City Manager 5/10/2021

APPROVED BY:


Joyce A. Shanahan, City Manager 5/10/2021



City of Ormond Beach

22 South Beach Street
Ormond Beach, Florida 32174
Telephone (386) 676-3223
Fax (386) 676-3374

REQUEST FOR PROPOSALS

PROPOSER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

RFP TITLE: Debris Removal, Reduction and Recovery for City of Ormond Beach

RFP NUMBER: 2021-17

RFP OPENING DATE & TIME: June 23, 2021 @ 2pm

RFP OPENING LOCATION: City Hall Training Room at Ormond Beach City Hall

PRE-SUBMITTAL MEETING: N/A

Submittals Received After the Above Date and Time Will Not Be Accepted.

PROPOSER'S NAME: _____

PROPOSER'S MAILING ADDRESS: _____

CITY-STATE-ZIP: _____

F.E.I.N.: _____

PHONE NUMBER: _____ FAX NUMBER: _____

If returning as a "No Submittal", please state reason (s): _____

I certify that this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal for the same materials, services, supplies, or equipment, and is in all respects fair and made without collusion or fraud. I agree to abide by all conditions of this RFP and certify that I am authorized to sign this RFP for the Proposer. In submitting a RFP to the City of Ormond Beach, the Proposer offers and agrees that if the Proposal is accepted, the Proposer will convey, assign or transfer to the City of Ormond Beach all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Ormond Beach. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Proposer.

X _____
AUTHORIZED SIGNATURE (MANUAL)

NAME (TYPED)

TITLE

DATED

GENERAL CONDITIONS

PUBLIC ENTITY CRIMES: 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 proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases or 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, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

DISCRIMINATION: Pursuant to Section 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid or proposal on a contract to provide any goods or services to a public entity, may not submit a bid or proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bid or proposal 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.

PUBLIC RECORDS/NON-CONFIDENTIALITY OF BIDS AND/OR PROPOSALS. The City of Ormond Beach cannot and does not warrant the confidentiality of any information submitted in response to this solicitation. Florida law provides that municipal records shall at all times be open for personal inspection by any person, Section 119.01, F.S., The Public Records Law. Information and materials received by the City of Ormond Beach in connection with all Proposers' response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 30 days after bid opening, whichever occurs first. Section 119.071, F.S.

DISTRIBUTION OF BIDS AND RFP'S: The City uses the services of DemandStar (www.demandstar.com) to distribute its bids and RFP's on-line on the Internet. If you have received a copy of this RFP from any source other than DemandStar, please be aware that you may not have received the latest version of the RFP or any related addendums.

SUBMISSION OF RESPONSES: All Submittals shall be delivered in a sealed envelope. The Request for Proposals (RFP) number, title, and opening date shall be clearly displayed on the outside of the sealed envelope (and on the outside of any express shipping package). The delivery of said submittal to the Purchasing Office on or before the specified opening date and time is solely and strictly the responsibility of the Submitter. Any submittal received by the Purchasing Office after the specified date and time will not be accepted. Submittals must be presented on forms provided by the City. No other forms will be accepted. Telephone, telefax and telegraph Submittals will not be considered. No Submittal may be modified after opening. No Submittal may be withdrawn after opening for a period of ninety (90) days unless otherwise specified.

EXECUTION OF SUBMITTAL: Submittals must contain a manual signature of authorized representative in the space(s) provided. Submittals must be typed or printed

in ink. Use of erasable ink is not permitted. All corrections made by Submitter to any Submittal entry must be initialed. The company name and Federal Employer Identification Number (F.E.I.N.) number shall appear in the space(s) provided.

RFP OPENING: Submittals shall be opened and the name of the submitters shall be read publicly. No discussion of the Submittals will occur at this time.

SUBMITTAL TABULATION: Any submitter wishing to receive a copy of the tabulation is required to enclose a stamped, self-addressed envelope with their Submittal response.

CLARIFICATION/CORRECTION OF RFP ENTRY: The City of Ormond Beach reserves the right to allow for the clarification of questionable entries and for the correction of obvious mistakes.

INTERPRETATION: Any questions concerning conditions and specifications shall be directed to the Purchasing Coordinator. Those interpretations which may affect the eventual outcome of this Submittal will be furnished in writing to all prospective Submitters. No interpretation shall be considered binding unless provided in writing by the City of Ormond Beach.

MINORITY POLICIES: The City of Ormond Beach, Florida, encourages the full participation of Disadvantaged and Women Business Enterprises (D&WBE) in the provision of goods and services.

LICENSES AND PERMITS: The Vendor/Contractor is responsible for obtaining all necessary permits and licenses to comply with all Federal, State, local laws, rules and regulations required to perform work in accordance with the specifications.

ADDITIONAL TERMS AND CONDITIONS: The City of Ormond Beach reserves the right to reject Submittals containing any additional terms or conditions not specifically requested in the original conditions and specifications.

TAXES: The City of Ormond Beach is exempt from Federal Excise Taxes and all sales taxes.

SILENCE OF SPECIFICATIONS: The apparent silence of any specification and any supplemental specifications as to any details or the omission from same of any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship is to be first quality. All interpretations of the specifications shall be made upon the basis of this statement.

ASSIGNMENT: Any purchase order or contract issued pursuant to a Submittal and the monies which may become due hereunder are not assignable except with the prior written approval of the City Manager or City Commissioner, whichever authorized the purchase or Agreement.

LIABILITY: The Contractor shall hold and save the City of Ormond Beach, its officers, agents, and employees harmless against claims by third parties resulting from the

Contractor's or supplier's breach of contract or negligence, including all attorney's fees and costs, and shall pay any and all damages, fees, and costs assessed on behalf of the City. The City expressly reserves all rights, privileges and benefits of sovereign immunity.

PATENTS AND ROYALTIES: The Contractor, without exception, shall indemnify and save harmless the City of Ormond Beach and its employees from liability of any kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Ormond Beach. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the Submittal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

NON-APPROPRIATION OF FUNDS: In the event sufficient budget funds are not available for a new fiscal period, the CITY shall notify the VENDOR/CONTRACTOR of such occurrence and the contract shall terminate on the last day of the current fiscal period, without any penalty or expense to the CITY of any kind whatsoever.

AWARDS: The CITY reserves the right, in its sole discretion, as the best interest of the CITY may require, to make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical basis and/or with one or more vendors, contractors, consultants or specialists; or to reject any and all Submittals or waive any minor irregularity or technicality in the Submittals received.

OTHER AGENCIES: All Bidder(s) awarded contracts from this bid or proposal may, permit any municipality or other government agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.

It is understood that at no time will any city, municipality, or other agency be obligated for placing an order for any other city, municipality, or agency: nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further, it is understood that each agency will issue its own purchase orders to the awarded bidder(s).

COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW:

Contractor expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:

- (a) Keep and maintain public records required by the City to perform the contracted service.
- (b) Upon request from the City Clerk, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the

duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.

(d) Upon completion of the contract, transfer at no cost, to the City all public records in possession of the contractor or keep and maintain public records required by the City to perform the service. If the contractor transfers all public records to the City upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon the completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.

(e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Contractor to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32175. (386)676-0311
CITYCLERK@ORMONDBEACH.ORG**

Ref: Fla. Stat. §119.0701(2016)

THE CITY OF ORMOND BEACH RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS, AND TO WAIVE INFORMALITIES AS MAY BE DEEMED TO BE IN THE BEST INTEREST OF THE CITY.

TERMS AND CONDITIONS

- A. The City of Ormond Beach reserves the right without prejudice to reject any or all proposals, to request clarification of information submitted, and to request additional information of one or more proposers.
- B. The City reserves the right to award the contract to the next most qualified firm if the successful firm fails to execute a contract within two weeks after the award of the contract by the City Commission.
- C. In accordance with federal, State, and local regulations, the firm shall not discriminate under the contract against any person.
- D. The firm shall not assign or transfer any interest in the contract without prior approval of the City Commission.

- E. The contract could be terminated at any time due to the vendor's default under terms of the agreement.
- F. Submission of a proposal indicates acceptance by the firm of the conditions contained in this Request for Proposals unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Ormond Beach and the firm selected.
- G. Submittals should include a copy of firm's insurance certificate, Conflict, Non-Conflict of Interest Statement/Litigation Statement, Drug Free Workplace Certificate and E-Verify Statement.

I. OBJECTIVE OF THE REQUEST FOR PROPOSALS

The City of Ormond Beach (City) Public Works Department (PW) is establishing one or more contracts for disaster debris removal, reduction, disposal and other emergency cleanup services following a disaster event. Due to the urgency and level of service required following a disaster event, the City seeks qualified Contractors with sufficient experience in the specialized management of disaster response labor and subcontractors for the purpose of debris removal services and the preparation, response, recovery, and mitigation phases of any emergency situation or disaster. Consequently, qualified Contractors must have the capacity and ability to rapidly mobilize and respond to potential wide-scale debris volumes typical of a hurricane in addition to localized small-scale volumes typical of a tornado.

The successful Contractor(s) shall be required to attend an annual pre-hurricane season kickoff meeting with the City and its debris monitoring firm(s) at no cost to the City.

II. SCOPE OF SERVICES

Description of Designated Areas

- A. The designated area for debris removal (the City right-of-way) is bounded by the City limits of Ormond Beach and includes public property and Right-of-Ways (ROW), City parks and City debris staging areas within the incorporated areas of the City and may include private segments within the jurisdictional boundaries of the City (see Exhibit G). The City Debris Manager may also authorize the Contractor to perform debris removal on non-City roadways, waterways or other areas, as directed in writing by the City Debris Manager. If tasked with debris removal from Federal Aid Highway segments within Florida Department of Transportation, District 5 under the Federal Highway Administration (FHWA) Emergency Relief (ER) Program, the Contractor will be required to provide crews separate from those providing City ROW debris removal services. The crews allocated to provide debris removal from FHWA-ER eligible roadways will only collect debris from FHWA-ER eligible roadways. Further, the Contractor shall abide by all eligibility requirements

and guidance set forth by FHWA for debris removal on FHWA-ER Program Eligible roadways to include those identified in Exhibit B – FHWA Form 1273.

- B. The City Debris Manager will authorize and approve which services the Contractor shall provide from the scope of services and which zones/areas must be prioritized.
- C. All debris identified by the City Debris Manager shall be removed. The number of complete passes the Contractor shall conduct through the City is at the discretion of the City Debris Manager. Partial removal of debris piles is strictly prohibited. The Contractor shall not move from one designated work area to another designated work area without prior approval from the City or its authorized representative. Any Eligible debris, such as fallen trees, which extends onto the ROW from private property, shall be cut at the point where it enters the ROW, and that part of the debris which lies within the ROW shall be removed. The Contractor shall not enter onto private property during the performance of this contract unless specifically authorized by the City Debris Manager in writing.
- D. Loose leaves and small debris in excess of one-bushel basket shall be removed within the designated area. No debris shall be left on the road surface. No single piece of debris larger than six (6) inches in any dimension shall be left on site.
- E. Contractor shall deliver all disaster related debris to a City approved Debris Management Site (DMS) or City Designated Final Disposal Site that have been approved to receive storm-generated debris and adhere to all local, state and federal regulations.
- F. The City will provide the Contractor with potential DMS locations. In addition to the DMS locations provided by the City, the City may task the Contractor with identifying additional DMS or final disposal sites, subject to final approval by the City. The Contractor will be responsible for returning all utilized DMS to their original condition prior to site use. DMS remediation will include, but is not limited to, returning the original site grade, fill dirt, base material, and other physical features. DMS site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. DMS remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the City and the Florida Department of Environmental Protection (FDEP). All debris, mulch, etc is to be removed adequately; fill dirt and/or other base material (if required) must meet standards for intended use; seeding must meet standards for intended use.
- G. The Designated Final Disposal Site is the Tomoka Farms Road Landfill (TFRL) located at 1990 Tomoka Farms Road, Port Orange, FL 32124. Additional City Designated Final Disposal Sites may be approved by the City in writing depending on the severity of the disaster and the amount of debris generated.

- H. All City Designated Final Disposal Sites must be approved, in writing, by the City Debris Manager. The Contractor will be responsible for the handling, reduction and final haul-out and disposal of all reduced and unreduced debris. DMS operations and remediation must comply with all local, state and federal safety and environmental standards. Contractor reduction, handling, disposal and remediation operations must be approved, in writing, by the City Debris Manager.
- I. Payment for disposal costs such as tipping fees incurred by the Contractor at a City Designated Final Disposal Site that meet local, state and federal regulations for disposal will be reimbursed by the City as a pass-through cost. Prior to reimbursement by the City, the Contractor must furnish an invoice in hard copy and electronic format matching scale/weigh tickets numbers with load ticket or haul-out ticket numbers and other applicable information. The Contractor will also be required to provide proof of Contractor payment to the City Designated Final Disposal Site.
- J. The Contractor shall conduct the work so as not to interfere with the disaster response and recovery activities of local, state and federal governments or agencies, or of any public utilities.
- K. The City reserves the right to inspect DMS, verify quantities and review operations at any time.
- L. The City, at its sole discretion, may elect to perform work with in-house forces or additional contract forces.

Scope of Services

All debris removal and disposal management services shall be in accordance with all applicable federal and state laws, and environmental regulations. Under this contract, work shall consist of coordinating and mobilizing an appropriate number of cleanup crews, as determined by the City Debris Manager. Work shall also include the clearing and removing of any and all "Eligible" debris as most currently defined (at the time written Notice to Proceed orders are issued and executed by the City for the Contractor) by the Public Assistance grant program guidelines, Federal Emergency Management Agency (FEMA) Publication 321 – Public Assistance Policy Digest, FEMA Publication 322 – Public Assistance Guide, FEMA Publication 323 – Public Assistance Applicant Handbook, FEMA Publication 325 – Debris Management Guide, all applicable state and federal Disaster Specific Guidance (DSG) documents, FEMA fact sheets and policies, Federal Highway Administration (FHWA) Emergency Relief (ER) Program to include those identified in Exhibit B – FHWA Form 1273 and as directed by the City Debris Manager. Eligible also includes meeting any changes in definition, rules or requirements regarding debris removal reimbursement as stipulated by FEMA or FHWA during the course of a debris removal project. The aforementioned definition of "Eligible" applies to all uses throughout this Scope of Services. Work will include: examining debris to determine whether or not debris is Eligible; loading the debris; hauling debris to City approved DMS(s) or City Designated Final Disposal Site(s); reducing disaster related debris; hauling

reduced debris to a City Designated Final Disposal Site; disposing of reduced debris at a City Designated Final Disposal Site or ORSWMF and supporting documentation. Debris not defined as Eligible by FEMA Publication 325 or state or federal DSGs or policies will not be loaded, hauled dumped or reimbursed under this contract unless written instructions are given to the Contractor by the City Debris Manager. It shall be the Contractor's responsibility to load, transport, reduce and properly dispose of any and all disaster generated debris which is the result of the event under which the Contractor was issued Notice to Proceed orders, unless otherwise directed by the City Debris Manager, in writing. This includes, but is not limited to:

1. Emergency Road Clearance

At the request of the City this contract, work shall consist of all labor, equipment, fuel and associated costs necessary to clear and remove debris from City roadways, to make them passable immediately following a declared disaster event. All roadways designated by the City Debris Manager shall be clear and passable within 70 working hours of the issuance of Notice to Proceed from the City to conduct emergency roadway clearance work. The City may choose to extend the Contractor's 70 hour limit through a written request. Clearance of these roadways will be performed as identified by the City Debris Manager. The Contractor shall assist the City and its representatives in ensuring proper documentation of emergency road clearance activities by documenting the type of equipment and/or labor utilized (i.e., certification), starting and ending times, and zones/areas worked. Services performed under this Contract element will be compensated using Schedule 1 – Hourly Labor and Equipment Price Schedule.

2. Eligible ROW Vegetative Debris Removal

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport Eligible disaster-related vegetative debris existing on the City ROW to a City approved DMS or a City Designated Final Disposal Site in accordance with all federal, state and local rules and regulations.

- a. For the purposes of this contract, Eligible vegetative debris that is piled in immediate close proximity to the street, and is accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.
- b. Removal of Eligible vegetative debris existing in the City will be performed as identified by the City Debris Manager.
- c. Once the debris removal vehicle has been issued a load ticket from the City's authorized representative, the debris removal vehicle will proceed immediately to a City approved DMS or a City Designated Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- d. All Eligible debris will be removed from each location before proceeding to the next location unless directed otherwise by the City or its authorized representative.

- e. Entry onto private property for the removal of Eligible vegetative hazards will only be permitted when directed by the City or its authorized representative. The City will provide specific Right-of-Entry (ROE) legal and operational procedures.
- f. The Contractor must provide traffic control as conditions require or as directed by the City Debris Manager.

3. Eligible ROW C&D Debris Removal

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport Eligible Construction and Demolition (C&D) debris existing on the City ROW to a City Designated Final Disposal Site in accordance with all federal, state and local rules and regulations.

- a. For the purposes of this contract, Eligible C&D debris that is piled in immediate close proximity to the street, and is accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.
- b. Removal of Eligible C&D debris existing in the City ROW will be performed as identified by the City Debris Manager.
- c. Once the debris removal vehicle has been issued a load ticket from the City's authorized representative, the debris removal vehicle will proceed immediately to a City Designated Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- d. All Eligible debris will be removed from each location before proceeding to the next location unless directed otherwise by the City or its authorized representative.
- e. Entry onto private property for the removal of Eligible C&D hazards will only be permitted when directed by the City or its authorized representative. The City will provide specific ROE legal and operational procedures.
- f. The Contractor must provide traffic control as conditions require or directed by the City Debris Manager.

4. DMS(s) Management, Operations and Reduction Through Grinding

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate DMS(s) for the acceptance, management, segregation, staging and reduction through grinding of Eligible disaster related debris. Grinding must be approved by the City Debris Manager prior to commencement of reduction activities. The DMS(s) layout and ingress and egress plan must be approved by the City Debris Manager.

- a. The management of DMS(s) includes assistance in obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state and federal regulatory agencies which may include, but are not limited, to the U.S. Environmental Protection Agency (EPA) and FDEP. The Contractor shall also be responsible for any and all costs associated with third-party groundwater and soil testing.

- b. Contractor is responsible for operating the DMS(s) in accordance with Occupational Safety and Health Administration (OSHA), EPA and FDEP guidelines.
- c. Debris at DMS(s) will be clearly segregated and managed independently by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), program (ROW collection, private property debris removal, etc.) and applicant(s).
- d. All un-reduced storm debris must be staged separately from reduced debris at the DMS(s).
- e. Contractor is responsible for all associated costs necessary to provide DMS(s) utilities such as, but not limited to, water, lighting and portable toilets.
- f. Contractor is responsible for all associated costs necessary to provide DMS(s) traffic control such as, but not limited to, traffic cones and staff with traffic flags.
- g. Contractor is responsible for all associated costs necessary to provide DMS(s) dust control and erosion control such as, but not limited to, an operational water truck, silt fencing and other best management practices (BMPs).
- h. Contractor is responsible for all associated costs necessary to provide DMS(s) fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks and a site foreman.
- i. Contractor is responsible for all associated costs necessary to provide qualified personnel, as well as lined containers or containment areas, for the segregation of visible HHW/contaminants that may be mixed with disaster debris. The Contractor is also responsible for all associated costs necessary for HHW/contaminant disposal at a permitted Hazardous Waste Treatment, Storage and Disposal Facility (TSDF), as requested by the City. The cost associated with qualified personnel and lined containers/containment areas for HHW/contaminant segregation, as well as HHW/contaminant disposal from DMS locations, is a cost reflected in this scope of services item 6. Depending on the volume of HHW per DMS location, the City may choose to collect and dispose of HHW segregated from disaster debris at DMS locations.
- j. Contractor is responsible for providing twenty-four (24) hour DMS(s) security.
- k. Contractor will only permit Contractor vehicles and others specifically authorized by the City or its authorized representative on site(s).
- l. Contractor shall provide a tower(s) from which the City or its authorized representative can make volumetric load calls. The tower(s) provided by the Contractor will at a minimum meet the specifications provided in the Technical Specifications of this RFP **(See Debris Site Tower Specifications)**.
- m. Upon completion of haul-out activities, the Contractor will be responsible for remediating the physical features of the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, and other physical features. Site remediation does not include restoring fencing, concession stands, lighting, and other permanent structures that may have been demolished at the City's direction for DMS operations. All debris, mulch, etc is to be removed adequately; fill dirt and/or other base material (if required) must meet standards for intended use; seeding must meet standards for intended use. Site remediation will also include returning all utilized sites to their original condition as verified through

soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the City and FDEP.

5. DMS(s) Management, Operations and Reduction Through Air Curtain Incinerators

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate DMS(s) for the acceptance, management, segregation, staging and reduction through an Air Curtain Incinerator (ACI) of Eligible disaster related debris. ACI reduction must be approved by the City Debris Manager, Division of Forestry, FDEP and any other applicable regulatory agencies as required prior to commencement of reduction activities. DMS(s) layout and ingress and egress plan must be approved by the City Debris Manager.

- a. The management of DMS(s) includes assistance in obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state and federal regulatory agencies which may include, but are not limited, to EPA and FDEP. The Contractor shall also be responsible any and all costs associated with third-party groundwater and soil testing.
- b. Contractor is responsible for operating the DMS(s) in accordance with OSHA, EPA and FDEP guidelines.
- c. Debris at DMS(s) will be clearly segregated and managed independently by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), program (ROW collection, private property debris removal, etc.) and applicant(s)
- d. All un-reduced storm debris must be staged separately from reduced debris at the DMS(s).
- e. Contractor is responsible for all associated costs necessary to provide DMS(s) utilities such as, but not limited to, water, lighting and portable toilets.
- f. Contractor is responsible for all associated costs necessary to provide DMS(s) traffic control such as, but not limited to, traffic cones and staff with traffic flags.
- g. Contractor is responsible for all associated costs necessary to provide DMS(s) dust control and erosion control such as, but not limited to, an operational water truck, silt fencing and other BMPs.
- h. Contractor is responsible for all associated costs necessary to provide DMS(s) fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks and a site foreman.
- i. Contractor is responsible for all associated costs necessary to provide qualified personnel, as well as lined containers or containment areas, for the segregation of visible HHW/contaminants that may be mixed with disaster debris. The Contractor is also responsible for all associated costs necessary for HHW/contaminant disposal at a permitted TSDF, as requested by the City. The cost associated with qualified personnel and lined containers/containment areas for HHW/contaminant segregation, as well as HHW/contaminant disposal from DMS locations, is a cost reflected in this scope of services item 7. Depending on the volume of HHW per DMS location, the City may choose

- to collect and dispose of HHW segregated from disaster debris at DMS locations.
- j. Contractor is responsible for providing twenty-four (24) -hour DMS(s) security and fire tender.
 - k. Contractor will only permit Contractor vehicles and others specifically authorized by the City or its authorized representative on site(s).
 - l. Contractor shall provide a tower(s) from which the City or its authorized representative can make volumetric load calls. The tower(s) provided by the Contractor will at a minimum meet the specifications provided in the Technical Specifications of this RFP **(See Debris Site Tower Specifications)**.
 - m. Upon completion of haul-out activities, the Contractor will be responsible for remediating the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, and other physical features. Site remediation does not include restoring fencing, concession stands, lighting, and other permanent structures that may have been demolished at the City's direction for DMS operations. All debris, mulch, etc is to be removed adequately; fill dirt and/or other base material (if required) must meet standards for intended use; seeding must meet standards for intended use. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the City and FDEP.

6. Haul-Out of Reduced Debris to a City Designated Final Disposal Site

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and associated costs necessary to load and transport reduced Eligible material such as ash, compacted C&D, mulch, etc., existing at a City approved DMS(s) to a City Designated Final Disposal Site in accordance with all federal, state and local rules and regulations. The Contractor shall not receive any payment from the City for haul-out or load tickets related to reduced or un-reduced debris transported and disposed of at a non-City Designated Final Disposal Site.

7. Removal of Eligible Hazardous Leaning Trees and Eligible Hanging Limbs

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to remove all Eligible hazardous trees six (6) inches or greater in diameter, measured 4.5 feet from the base of the tree and Eligible hazardous hanging limbs two (2) inches or greater in diameter existing on the City ROW. Debris generated from the removal of Eligible hazardous trees and Eligible hanging limbs two (2) inches or greater existing in the City ROW will be placed in the safest possible location on the City ROW and subsequently removed in accordance with scope of services, item 2, under the terms, conditions and procedure described in "ROW Vegetative Debris Removal." Eligible hazardous leaning trees less than six (6) inches in diameter, measured 4.5 feet from the base of the tree, will be flush cut, loaded and removed in accordance with the terms, conditions, and compensation schedule for scope of

services item 2. The City will not compensate the Contractor for cutting leaning trees less than six (6) inches in diameter on a unit rate basis. The collection of all Eligible hazardous leaning trees and Eligible hazardous hanging limbs must be performed on the same day as the cut work. If there is insufficient room for safe placement along the City ROW then Contractor must load the resulting debris as Eligible hazardous leaning tree or Eligible hazardous hanging limbs as they are removed.

- a. Eligible hazardous trees will be identified by the City or its authorized representative for removal. Removal and placement of Eligible hazardous trees six (6) inches or greater in diameter existing on the City ROW or private property will be performed as identified by the City Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of leaning trees will be communicated to the Contractor, in writing, by the City Debris Manager or its authorized representative. In order for leaning or hazardous trees to be removed and Eligible for reimbursement, the tree must satisfy a minimum of one (1) of the following requirements:
 1. The tree is leaning in excess of thirty (30) degrees in a direction that poses an immediate threat to public health, welfare and safety.
 2. The tree is dead, twisted or mangled as a direct result of the storm and a certified Arborist can attest to the fact that the tree will die, and potentially create a falling hazard to the public.
 3. Over fifty percent (50%) of the tree crown is damaged or broken and heartwood is exposed.
 4. The tree has a split trunk that exposes heartwood.
- b. Eligible hazardous hanging limbs will be identified by the City or its authorized representative for removal. Removal and placement of Eligible hazardous hanging limbs two (2) inches or greater in diameter existing on the City ROW or private property will be performed as identified by the City Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of limbs will be communicated to the Contractor, in writing, by the City Debris Manager or its authorized representative. In order for hanging limbs to be removed and Eligible for payment, the limb must satisfy all of the following requirements:
 1. The limb is greater than two (2) inches in diameter.
 2. The limb is still hanging in a tree and threatening a public-use area.
 3. The limb is located on improved public property.

8. Removal of Eligible Hazardous Stumps

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to remove all Eligible hazardous uprooted stumps greater than twenty-four (24) inches in diameter, measured twenty-four (24) inches from the base of the tree existing on the City ROW. Further, debris generated from the removal of uprooted stumps existing on the City ROW will be transported to a City approved DMS or a City Designated Final Disposal Site in accordance with all federal, state and local rules and regulations. Eligible stumps measured twenty-four (24) inches from the base of the tree and

twenty-four (24) inches or less in diameter will be considered normal Eligible vegetative debris and removed in accordance with scope of services item 2. The diameter of Eligible stumps less than twenty-four (24) inches will be converted into a cubic yardage volume based on the published FEMA stump conversion table (See Exhibit C – FEMA Stump Conversion Table) and removed under the terms and conditions of scope of services item 2.

a. Eligible hazardous stumps will be identified by the City or its authorized representative for removal. Removal and transportation of Eligible hazardous uprooted stumps existing on the City ROW or private property will be performed as identified by the City Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of hazardous stumps will be communicated to the Contractor, in writing, by the City Debris Manager or its authorized representative. In order for hazardous stumps to be removed and Eligible for reimbursement, the stump must satisfy the following criteria:

1. Fifty percent (50%) or more of the root ball is exposed.
2. The stump is on City ROW and poses an immediate threat to public health, safety or welfare.

Tree stumps that are not attached to the ground will be considered normal vegetative debris and subject to removal under the terms and conditions of scope of services item 2. Stumps with less than fifty percent (50%) of the root ball exposed shall be flush cut to the ground. The stump portion of the tree will not be removed but the residual debris (i.e. tree trunk) will be removed under the terms and conditions of scope of services, item 2. The cubic yard volume of unattached stumps will be based off of the diameter conversion using the published FEMA stump conversion table (See Exhibit C – FEMA DAP 9523.11). The City or its authorized representative will measure and certify all Eligible stumps prior to removal.

9. Eligible Household Hazardous Waste Removal Transport and Disposal

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal, transportation and disposal of Eligible HHW from the ROW to a TSDF.

- a. The removal, transportation and disposal of Eligible HHW includes obtaining all necessary local, state and federal handling permits and operating in accordance with all rules and regulations of local, state and federal regulatory agencies.
- b. All HHW shall be managed as hazardous waste and disposed of at a permitted Hazardous Waste TSDF.

10. Eligible ROW White Goods Debris Removal

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the collection of Eligible white goods from the ROW, removal of refrigerants, transportation to a City approved

DMS, decontamination, and transportation to a City approved facility for recycling. The designated facility for recycling must be approved in writing by the City. Eligible white goods containing refrigerants must first have such refrigerants removed by the Contractor's qualified technicians prior to mechanical loading.

White goods can be collected without first having refrigerants removed if the white goods are manually placed into a hauling vehicle with lifting equipment so that the elements containing refrigerants are not damaged. White goods are banned from landfill disposal in the state of Florida, yet are accepted for recycling.

- a. The removal, transportation and recycling of Eligible white goods includes obtaining all necessary local, state and federal handling permits and operating in accordance with all rules and regulations of local, state and federal regulatory agencies.

- 1. All white goods containing food items shall be decontaminated in accordance with local, state and federal law prior to recycling.

- b. The Contractor shall recycle all Eligible white goods in accordance with all rules and regulations of local, State and federal regulatory agencies.
- c. Refrigerant containing items will have such refrigerants removed prior to mechanical loading or will be manually loaded and hauled to a designated City approved DMS for refrigerant removal by the Contractor's qualified technicians.

11. Eligible E-Scrap Removal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal, transportation, and proper disposal of Eligible E-Scrap from the ROW to a City Designated E-scrap recycling facility. Eligible E-Scrap includes, but is not limited to, televisions, computers, computer monitors and microwaves in areas identified and approved by the City. The Contractor shall recycle or dispose of all Eligible E-Scrap Items in accordance with all rules and regulations of local, State and federal regulatory agencies.

12. Eligible Dead Animal Carcasses

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal, transportation, and lawful disposal of dead animal carcasses from the ROW to a City Designated Final Disposal Site. Contractor shall coordinate activities with the City of Ormond Beach/Volusia County Animal Services Division and the Volusia County Health Department.

13. Other Debris Removal Work

- a. Marine Debris Removal - The Contractor shall clear waterways of Eligible debris that is a direct result of a natural or manmade disaster as directed by

- the City, in writing. The first response work will focus on clearing blockages and other impediments to water flow. After water flow paths are restored, debris work will then consist of further clearing storm debris in the designated waterways (canals, streams, lakes, etc). This will include the removal and disposal of trees, branches, brush, rubbish, etc., debris deposited in and adjacent to the waterway up to a maximum of eight (8) feet beyond the top of the bank down to and including items in the water and other items as may be designated by the City or its representative.
- b. Sand Screening - The Contractor shall screen all sand to remove Eligible debris deposited as a result of a natural or manmade disaster as directed by the City, in writing. Sand screening shall include the collection of debris-laden sand, hauling to the processing screen, processing the sand through the screen and returning clean sand to the beach or designated site. Eligible debris removed from the sand shall be collected, hauled and processed at the DMS.

14. Eligible Demolition, Removal, Transport and Disposal of Non-RACM Structures

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to decommission, demolish and dispose of Eligible Non-Regulated Asbestos Containing Material (Non-RACM) structures on private property within the jurisdictional limits of the City. Under this service, work will include Asbestos Containing Material (ACM) testing, decommissioning, structural demolition, debris removal and site remediation. Further, Eligible debris generated from the demolition of Non-RACM structures, as well as Eligible scattered C&D debris on private property, will be transported to a City Designated Final Disposal Site in accordance with all federal, state and local rules and regulations.

- a. Decommissioning consists of the removal and disposal of all HHW, E-Scrap, White Goods, and Waste Tires from a Non-RACM structure at a properly sanctioned facility in accordance with all applicable federal, state and local rules and regulations.
- b. Any structurally unsound and unsafe structures will be identified and presented to the City for direction regarding decommissioning.
- c. Removal and transportation of Eligible Non-RACM demolished structures and Eligible scattered C&D debris on private property will be performed as directed in writing by the City Debris Manager.
- d. Once the debris removal vehicle has been issued a load ticket from the City's authorized representative, the debris removal vehicle will proceed immediately to a City Designated Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- e. Entry onto private property for the removal of Eligible C&D hazards will only be permitted when directed in writing by the City or its authorized representative. The City will provide specific Right-of-Entry (ROE) legal and operational procedures for private property debris removal programs if requested.

- f. The Contractor is required to strictly adhere to any and all local, state and federal regulatory requirements for the demolition, handling and transportation of Non-RACM structures (such as obtaining demolition permits, etc.).

15. Eligible Demolition, Removal, Transport and Disposal of RACM Structures

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to decommission, demolish and dispose of Eligible RACM structures on private property within the jurisdictional limits of the City. Under this service, work will include ACM testing, decommissioning, structural demolition, debris removal and site remediation. Further, Eligible debris generated from the demolition of structures, as well as Eligible scattered C&D debris on private property, will be transported to a City Designated Final Disposal Site in accordance with all federal, state and local rules and regulations.

- a. Decommissioning consists of the removal and disposal of all HHW, E-Waste, White Goods, and Waste Tires from a RACM structure at a properly sanctioned facility in accordance with all applicable federal, state and local rules and regulations.
- b. Any structurally unsound and unsafe structures will be identified and presented to the City for direction regarding decommissioning.
- c. Removal and transportation of Eligible RACM demolished structures and Eligible scattered C&D debris on private property will be performed as directed in writing by the City Debris Manager.
- d. Once the debris removal vehicle has been issued a load ticket from the City's authorized representative, the debris removal vehicle will proceed immediately to a City Designated Final Disposal Site that accepts RACM debris. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- e. Entry onto private property for the removal of Eligible C&D hazards will only be permitted when directed in writing by the City or its authorized representative. The City will provide specific ROE legal and operational procedures for private property debris removal programs if requested.
- f. The Contractor is required to strictly adhere to any and all local, state and federal regulatory requirements for the demolition, handling and transportation of RACM structures (such as obtaining demolition permits, burrito wrapping of debris, etc.).

Technical Specifications

Notice To Proceed Orders

The City Public Works Director or representative shall issue official written Notice to Proceed (NTP) orders for the services referenced in this contract. The NTP orders shall be sent via electronic transmission (facsimile, e-mail, etc.) followed by regular mail. If the Contractor's authorized representative is on site in the City then the NTP orders will be hand delivered. Under no circumstances shall the City be liable for any services rendered unless the written NTP orders have been

sent and received by the Contractor(s). Contractor(s) must acknowledge receipt of the NTP orders in writing to the City Public Works Director or representative.

Documentation Management and Support

The Contractor shall provide data management and support to the City during the disaster recovery effort including but not be limited to:

- a. Assist the City in the preparation of FEMA and State reports for reimbursement, including training of agency/department employees and review of documentation prior to submittal.
- b. Work closely with State Emergency Management, FEMA, and other agencies to ensure that debris collection, debris disposition, and all supporting data meet each agency's requirements for reimbursement eligibility.
- c. Utilize City tracking documentation and/or provide approved collection/disposal tickets, field inspection stations and reports, and other required documentation to support and provide substantiation for FEMA, Federal, State and City reimbursement.
- d. The Contractor shall conduct daily meetings with the City to provide updates on the status of operations, discuss issues/problems, and daily work schedules. The Contractor shall provide daily reports in a format approved by the City that detail the progress of the debris removal and disposal program. Such reports shall include a description of all areas where work was done detailing the street names beginning and ending cross streets and address blocks and city limit lines when applicable where debris removal was completed. The reports must also include the types and volumes of debris transported, reduced and disposed. The reports shall include issues requiring attention and other information requested by the City.
- e. The Contractor shall maintain, in a approved and safe place at the site, one record copy of all load tickets, disposal tickets, field inspection reports and other data sufficient to provide substantiation of debris removal costs for Federal and State reimbursement applications along with Written Amendments, Change Orders, Work Change Directives, Change Orders and written interpretations and clarifications in good order and annotated to show all changes made during the execution of the work. These record documents, together with all approved samples, shall be available to the City for reference. Upon completion of the work, these record documents and samples shall be delivered to the City.

Mobilization/Response

Within twenty-four (24) hours of the City being placed in the National Oceanic Atmospheric Administration five (5) -day hurricane forecast, the Contractor(s) shall contact the City regarding potential contract activation. Within twelve (12) hours of being issued NTP orders from the City, the Contractor(s) shall mobilize equipment and resources in the City. Within twenty-four (24) hours of being issued NTP orders from the City, the Contractor(s) shall be prepared to begin debris removal operations as directed by the City Debris Manager. As part of the

Contractor's mobilization effort the Contractor(s) shall provide an on-site office trailer for the duration of the project or as directed by the City.

Safety

The Contractor(s) shall be solely responsible for maintaining safety at all work sites including DMS(s) and debris collection sites. The Contractor(s) shall take all reasonable steps to insure safety for both workers and visitors to DMS(s) and debris collection sites. Safety at DMS(s) and debris collection sites includes traffic control such as traffic cones and flag personnel. The Contractor(s) will also be solely responsible to ensure that all OSHA requirements are met and a safety officer assigned to the project for the duration of this contract.

Use of Local Resources

The City strongly encourages the use of local resources. The Contractor(s) shall perform at least 30% of the work with its own forces and give first priority to utilizing resources located within the disaster area, including but not limited to, procuring supplies and equipment, awarding subcontracts and employing workers. A list of subcontractors will be required when activated and maintained current throughout the activation. The City reserves the right to approve all subcontractors and updates thereto. The preference for the use of local resources is not applicable to FHWA funded Emergency Relief projects.

On-Site Project Manager

The Contractor(s) shall provide an on-site project manager to the City. The project manager shall provide a telephone number to the City with which he or she can be reached for the duration of the project. The project manager will be expected to have daily meetings with the City Debris Manager and/or City authorized representatives. Daily meeting topics will include, but not limited to, volume of debris collected, completion progress, City coordination and damage repairs. Frequency of meetings may be adjusted by the City Debris Manager. The Contractor(s)' project manager must be available twenty-four (24) hours a day, or as required by the City Debris Manager.

Equipment

- a. All trucks and other equipment must be in compliance with all applicable local, state and federal rules and regulations. Any truck used to haul debris must be capable of rapidly unloading its load without the assistance of other equipment, be equipped with a tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity.
- b. Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and both sides and are constructed in a manner to withstand severe operating conditions. The sideboards are to be constructed of two (2) inch by six (6) inch boards or greater and not to extend more than two (2) feet above the metal bedsides. Trucks or equipment certified with sideboards must maintain such sideboards and keep them in good repair. In order to ensure compliance, equipment will

- be inspected by the City's authorized representatives prior to its use by the Contractor(s).
- c. Debris shall be reasonably compacted into the hauling vehicle. Any debris extending above the top of the bed shall be secured in place so as to prevent it from falling off. Measures must be taken to avoid the debris blowing out of the hauling vehicle during transport to a City approved DMS or a City Designated Final Disposal Site.
 - d. Trucks or equipment designated for use under this contract shall not be used for any other work. The Contractor(s) shall not solicit work from private citizens or others to be performed in the designated work area during the period of this contract. Under no circumstances will the Contractor(s) mix debris hauled for others with debris hauled under this contract.
 - e. Equipment used under this contract shall be rubber tired and sized properly to fit loading conditions. Excessive size equipment (100 cubic yards and up) and non-rubber tired equipment must be approved for use on the road by the City Debris Manager.
 - f. Hand loaded vehicles are prohibited unless pre-authorized, in writing, by the City Debris Manager, following the event. All hand-loaded vehicles will receive an automatic fifty percent (50%) deduction for lack of compaction.

Traffic Control

The Contractor(s) shall mitigate the impact of their operations on local traffic to the fullest extent practical. The Contractor(s) is responsible for establishing and maintaining appropriate traffic controls in all work areas, including DMS(s) and debris collection sites. The Contractor(s) shall provide sufficient signing, flagging and barricading to ensure the safety of vehicular and pedestrian traffic in all work areas. All work shall be done in conformity with all applicable local, state and federal laws, regulations, and ordinances governing personnel, equipment and work place safety. Any notification of a deficiency in traffic control or other safety items shall be immediately corrected by the Contractor(s). No further work shall take place until the deficiency is corrected. Neither the City Debris Manager nor the authorized representative shall sign any additional load or unit rate tickets until the safety item is corrected. The expense incurred by the Contractor for traffic control is an overhead expense contemplated as part of the Contractor's compensation under the terms and conditions of scope of services.

Rapid Response Crew

Contractor(s) shall be required to provide the City with access to one or more Rapid Response Crews (RRC) as directed by the City. The purpose of the RRC is to respond immediately to disaster related debris piles as directed by the City Debris Manager or the City's authorized representative. The RRC assists in the overall cleanup effort by responding to and collecting disaster related debris which the City deems a priority for overall City recovery.

Work Hours

The Contractor(s) shall conduct those debris removal operations generating noise levels above that normally associated with routine traffic flow, during

daylight hours only. Work may be performed seven (7) days per week. Adjustments to work hours, as local conditions may dictate, shall be coordinated between the City and the Contractor(s). Unless otherwise directed, the Contractor must be capable of conducting volumetric reduction operations at DMS locations on a twenty-four (24) hour, seven (7) days a week basis.

Production Rates For Debris

The Contractor commits to the following productions rates for debris removal:

- a. Up to one hundred thousand (100,000) cubic yards 10 calendar days from Notice to Proceed (NTP).
- b. Up to two hundred fifty thousand (250,000) cubic yards 15 calendar days from NTP.
- c. Up to five hundred thousand (500,000) cubic yards 30 calendar days from NTP.
- d. Up to one million (1,000,000) cubic yards 60 calendar days from NTP.
- e. Greater than one million (1,000,000) cubic yards after 60 calendar days, two hundred fifty thousand (250,000) cubic yards every 15 calendar days thereafter.
- f. The ability to be fully operational for the reduction and disposal of debris within 72-hours of initial NTP.
- g. The ability to incinerate daily debris volumes within thirty (30) days on a first in, first out basis. Contractor shall use double air feed curtain, as directed to incinerate debris.

Private Work

Neither the Contractor nor any subcontractors shall solicit work from private citizens or others to be performed in the designated work areas during the term of this agreement. The City reserves the right to require the Contractor to dismiss or remove from the project any workers as the City sees necessary. Any debris removal vehicles dismissed from the project must have their issued placard removed and destroyed.

Existing Utilities

- a. Some trees and debris that are to be removed under this contract may be blocked or entangled with overhead power, telephone and television cables. In this case, it shall be Contractor's responsibility to coordinate directly with the utility owners to arrange for the removal of the debris without damage to the overhead and underground utility lines (i.e. water and sewer). The Contractor(s) shall pay all such costs to the utility company for any adjustments.
- b. The City may choose either to have the Contractor(s) make the necessary repairs or have the Contractor(s) pay all costs incurred to repair damaged utilities that are a result of the Contractor, as determined by the affected utility

company. Repairs to all municipal and privately owned utilities shall be made by the Contractor(s).

Debris Site Tower Specifications

- a. The Contractor(s) shall provide as many towers as designated by the City at each dumpsite for the use of City authorized representatives during their inspection of dumping operations. If ingress and egress of a DMS is of significant distance that the City or its authorized representative are unable to verify the entering and exiting trucks, then the Contractor(s) may be required to provide a second tower. The inspection platform of the tower shall be constructed at a minimum height of ten (10) feet from surrounding grade to finish floor level, have a minimum eight (8) feet by eight (8) feet of usable floor area, be covered by a roof with two (2) feet overhangs on all sides and be provided with appropriate railings and a stairway. Platform shall be enclosed, starting from platform floor level and extending up four (4) feet on all four (4) sides. The expense incurred by the Contractor for the construction of towers is an overhead expense contemplated as part of the Contractor's compensation under the terms and conditions of the scope of services.
- b. Care shall be taken to place tower(s) at a sufficient distance away from any reduction/dumping operations. If necessary, dumping operations may be temporarily suspended by the City Debris Manager due to unsuitable conditions at the tower.

Facilities at DMS Locations

The Contractor(s) shall provide as many portable toilets as designated by the City at each dumpsite for the use of City authorized representatives during their inspection of dumping operations. The toilet shall be provided prior to start of any dumping operations and kept in a sanitary condition by the Contractor(s) throughout the duration of dumping operations. The expense incurred by the Contractor(s) for the operation of portable toilets is an overhead expense contemplated as part of the Contractor's compensation under the terms and conditions of the scope of services.

Ownership of Debris

All debris residing in the City ROW and City provided DMS(s) shall be the property of the City until final disposal at a properly permitted disposal site.

Environmental Protection

- a. Any and all fluids or chemicals (work-related materials such as oil-dri, absorbents, etc.) used by the Contractor(s) must be used and disposed of in accordance with all rules and regulations of local, state and federal regulatory agencies.
- b. Contractor(s) and subcontractors shall not perform maintenance on over-the-road equipment at DMSs. Maintenance of equipment that typically remain at the DMS (e.g., track hoes, front end loaders, grinders, etc.) may be conducted at the DMS provided best management practices are followed and all wastes

- are managed and disposed of in accordance with all rules and regulations of local, state and federal regulatory agencies.
- c. The Contractor(s) shall, at its own expense, ensure that noise and dust pollution is minimized to comply with all local and state ordinances and the approval of the City Debris Manager. The Contractor(s) shall comply in a timely manner with all directions of the City Debris Manager regarding the use of a water truck or other approved dust abatement measures.
 - d. The Contractor(s) shall comply with all laws, rules, regulations and ordinances regarding environmental protection.
 - e. The Contractor(s) shall immediately report and document all incidents to the City Debris Manager or the authorized representative that affect the environmental quality of DMS(s) such as, but not limited to, hydraulic fluid leaks, oil spills or fuel leaks.
 - f. The Contractor must notify the City regarding any fluid or chemical spillage so that the City or its authorized representative can review and approve of the cleanup.

Documentation and Measurement

- a. Proper documentation as required by Federal Highway Administration (FHWA), Federal Emergency Management Agency (FEMA) or other federal and state natural disaster response agency shall be provided for all debris removal operations to ensure reimbursement to the City from the appropriate agency.
- b. Contractor is responsible for ensuring that all labor and equipment used for Emergency Push activities is certified and that logs are kept for starting days/times, ending days/times, and zones, areas, and streets worked.
- c. All Contractor(s) trucks used for collection and hauling of Eligible debris from the City ROW to City approved DMSs or City Designated Final Disposal Sites shall be measured (inside bed measurements) and certified for cubic yard volume by the City or City-authorized representative. The Contractor shall provide a representative to attest to the certification/measuring process. It is the Contractor's responsibility to verify the accuracy of truck certifications within 48 hours of truck certification (and notify the City of any discrepancies). Placards will be attached to both sides of each certified truck and shall clearly state the truck measurement in cubic yards, Contractor name, assigned truck number, and other pertinent information, as determined by the City Debris Manager. If a vehicle is working under multiple contracts or for multiple communities, it must be re-certified and issued a new placard by a City authorized representative each time it returns to work from other contracts or communities.
- d. The Contractor(s) is responsible for ensuring that all subcontractors maintain a valid driver's licenses and equipment legally fit for travel on the road.
- e. Pre-numbered load tickets will be provided by the City or its authorized representative for recording volumes of debris removal. Unit rate tickets will be provided by the City or its authorized representative for documenting unit rate services, such as hanger or leaning tree removal. Only tickets designated and approved by the City will be authorized for use.

1. Each ticket shall be of a type that consists of one original and three carbon-copy duplicates.
2. Each ticket shall be used to document the location the disaster related debris was collected (i.e., street address) and the amount picked up, hauled, reduced and disposed of. Contractor(s) are responsible for ensuring all load and unit rate tickets capture location debris or work was completed, collection/disposal date, disposal location, percentage load call or measurement and City authorized representative name and signature. No payment will be made by the City for incomplete load or unit rate tickets submitted for payment.
3. Load tickets will be issued by an authorized representative of the City at the collection site. The City authorized representative will complete the applicable portion of the load ticket, keep one (1) copy and provide the three remaining copies to the vehicle operator. Upon arrival at the DMS or City Designated Final Disposal Site, the vehicle operator will present the three copies of the load ticket to the City authorized representative on site. Trucks with less than full capacities will be adjusted down by visual inspection. This determination will be made by the City authorized representative present at the DMS or City Designated Final Disposal Site. The City authorized representative will validate, enter the estimated debris quantity and sign the load ticket. The City will keep the original copy, one (1) copy will be given back to the vehicle operator and the remaining one (1) copy will be provided to the Contractor.
4. Loads of processed (e.g., chipped) debris being hauled from a DMS to a City Designated Final Disposal Site will follow the same load ticket procedures. A City authorized representative will initiate the load ticket at the DMS. Another City authorized representative will validate and sign the ticket at the City Designated Final Disposal Site.
5. The Contractor(s) shall give written notice of the location for work scheduled twenty-four (24) hours in advance.

Payment

- a. The City, or its authorized representative, will monitor, verify and document with load tickets or unit rate tickets the completion of all work, as defined in the scope of work. The Contractor(s) will be provided with copies of this documentation. These documents will be used by the Contractor as backup data for invoice submittals. Work not ticketed or not authorized by the City, or its authorized representative, will not be approved for payment. Additionally, any ticket submitted for payment must be properly completed. Tickets missing loading address, truck number, certified capacity, collection monitor signature, disposal site, load call or disposal monitor signature will not be paid, nor will the City be responsible for unpaid incomplete tickets.
- b. Private property and FHWA-ER funded roadway debris removal operations will be invoiced separately from ROW collection removal operations. The City reserves the right to request additional invoice separation by debris type

(C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), program (ROW collection, private property debris removal, etc.) and/or applicant(s).

- c. Invoices shall be submitted to the City's authorized representative on a weekly basis. All invoices must be submitted with a hard copy of the invoice and an electronic copy (Microsoft Excel format) of the invoice detail. The invoice detail must consist of a tabular report listing all ticket information required by the City. Invoice detail submittals will be checked against City records. City records are the basis of all payment approvals. Only one hundred percent (100%) accurate and complete invoices shall be forwarded by the City authorized representative to the City for payment.
- d. A ten percent (10%) retainage will be withheld from each reconciled invoice until the end of the project. In order to recover the retainage, the Contractor(s) must successfully complete, and receive a letter of completion from the City, for all work zones. Retainage will be held until final reconciliation is complete. Portions of the retainage may be held by the City to repair damages caused by the Contractor(s) to public or private property.
- e. No separate payment will be made for mobilization and demobilization operations or any travel per diem costs. These costs are to be included in the respective unit prices bid for debris removal and will not be adjusted based on the total amount of debris actually removed in the contract.
- f. The Contractor is responsible for payment to all subcontractors utilized for the services rendered within this scope of work. The Contractor shall execute release waivers with all subcontractors to release the City from payment to subcontractors directly. The release waivers for all subcontractors shall be provided to the City prior to final retainage release.
- g. Payment for disposal cost incurred by the Contractor(s) at City Designated Final Disposal Sites will be made at the cost incurred by the Contractor. The Contractor(s) must submit a copy of all applicable disposal site permits, a copy of the invoice(s) received by the City Designated Final Disposal Site, an electronic copy tabulating all scale or load tickets issued by the City Designated Final Disposal Site, and proof of Contractor payment to the City Designated Final Disposal Site.
- h. Contractor(s) must submit a final invoice within thirty (30) days of completion of scope of work. Completion of scope of work will be acknowledged, in writing, by the City Debris Manager. The final invoice must be marked "FINAL INVOICE" and no additional payments will be made after the Contractor's final invoice.
- i. In the event any portion of this scope of work is to be funded by State or Federal funds, the Contractor will comply with all requirements of the state or federal government applicable to the use of the funds. The City will only pay for those items deemed Eligible by FEMA or FHWA, unless the City otherwise agrees in writing.

- j. The Contractor will retain all records pertaining to the services and the contract for these services and make them available to the City for a period of seven (7) years following receipt of final payment for the services referenced herein.

III. TERM OF AGREEMENT

The initial term of this Agreement shall be for three (3) years. The City shall have the option of renewing the Agreement for two (2) one-year renewals, as approved the City, at the same terms and conditions by giving Contractor written notice not less than thirty (30) days prior to the expiration of the initial term.

IV. MINIMUM QUALIFICATIONS

To be considered by the City, proposing firm must:

Comply with all requests contained within this RFP including compliance with all Exhibits.

V. PROPOSAL PROCESS

The firm or individual(s) interested in this contract should include a response to each of the following items in their written proposal:

A. Background of firm:

1. A brief history of the business
2. Organizational structure of the business
3. Designation of the legal entity by which the business operates (i.e., sole proprietorship, partnership, limited liability partnership, corporation, limited liability corporation, etc.) including documentation from the appropriate state's agency confirming firm's legal entity type. For non-Florida businesses, submit documentation from the state in which the business was formed and documentation from the State of Florida providing authorization to perform business in the state of Florida.
4. A Florida Department of State, Division of Corporations' Sunbiz report available at www.sunbiz.org
5. Ownership interests
6. Active business venues (counties, states, etc.)
7. Present status and projected direction of business
8. The overall qualifications of the business to provide the services requested
9. The qualifications of the firm's employees who will work on the Contract
10. Federal Identification Number of firm

B. Experience:

1. The Proposer shall provide a listing of current contracts in the Florida. The Proposer shall include a graph or other information diagram or format indicating the allocated and available resources. Indicate commitment and availability of staff and resources to the City of Ormond Beach.
2. Proposer(s) must list and provide required information from all current and past debris removal projects in excess of 1,000,000 cubic yards within the past seven (7) years. Failure to list and provide the required information from

- any project the Proposer has managed in excess of 1,000,000 cubic yards within the past seven (7) years may result in proposal rejection. Required information from each project listed includes total cubic yards collected total dollar amount of each project and corresponding amount reimbursed to the applicant. The Proposer must also provide a contact person, telephone number, fax number and email address for each project.
3. Proposers must provide three (3) references of the same of similar magnitude to this solicitation request where the proposed product has been used within the past five (5) years, including company name, contact person, phone number, and email address.
 4. All Respondents shall be prepared to supply a financial statement upon request, preferably a certified audit of the last available fiscal year.

Investment Approach:

1. Proposer must provide list of assets that will be dedicated to this contract in the event of an emergency operations activation.

D. Fees:

1. In addition to providing a schedule of fees, all Proposers should indicate whether their firm charges an annual retainer for their services.

VI. PROPOSAL SUBMITTAL

Please check the contents of your RFP package carefully to ensure that you have in your possession all the necessary documents, as referenced within this RFP, including any addenda. If you are missing any items, please contact the City's Purchasing Coordinator at 386-676-3223, or by e-mail at: rob.hart@ormondbeach.org.

Submission of a proposal pursuant to this RFP shall constitute acknowledgement and acceptance of the terms and conditions set forth herein. Portions of this RFP and the contents of the proposal submitted by the successful proposer may become contractual obligations if an Agreement is awarded. Failure of the successful proposer to accept these obligations may result in cancellation of the award of contract.

The City reserves the right to withdraw this RFP at any time without prior notice. All proposals submitted in response to this RFP become the property of the City of Ormond Beach.

Deadline for Submission: To be considered, proposals must be received no later than 2:00 p.m., June 23, 2021.

Inquiries: Technical questions may arise as firms are preparing their proposals. The City will accept written inquiries regarding this RFP until seven (7) working days prior to the RFP due date. Questions received after that time will not be responded to. Answers to questions that warrant attention of all the potential proposers will be distributed in the form of an addendum. Please direct written inquiries to:

Rob Hart
 City of Ormond Beach
 22 South Beach Street
 Ormond Beach, Florida 32174
 Telephone: (386) 676-3223
 FAX: (386) 676-3374
 Rob.hart@ormondbeach.org

Signature Requirements: Proposals must be signed by a duly authorized official(s) of the proposing firm. Consortiums, joint ventures, or teams submitting proposals, although permitted and encouraged, will not be considered responsive unless it is established that all contractual responsibility rests solely with one firm or legal entity which shall not be a subsidiary or affiliate with limited resources. Each proposal shall indicate the entity responsible for execution on behalf of the proposal team.

Proposal Delivery: The City of must receive one (1) unbound original plus one (1) electronic copy on compact disk (CD) or flash drive of the proposal no later than the date and time specified above. Submit proposals to: Rob Hart, Purchasing Coordinator, City Hall, down stairs in Room 101, 22 South Beach Street, Ormond Beach, FL 32174. The RFP title and number shall be plainly marked on the outside of the delivery envelope or package. It is solely the responsibility of the submitter to ensure that the Proposal is delivered on or before the specified date and time. Late proposals will not be accepted.

Addenda and Supplements to the Request for Proposals (RFP): In the event that it becomes necessary to revise any part of this RFP, or if additional information is necessary to enable the proposing firm to make an adequate interpretation of the provisions of this RFP, a supplement to the RFP will be provided to each firm that has requested a copy of this document.

Rejection Rights: The City of Ormond Beach reserves the right, at any time, to modify, waive or otherwise vary the terms and conditions of this RFP including, but not limited to, the deadlines for submission and submission requirements. The City further reserves the right to reject any or all submittals, to cancel or withdraw this RFP at any time and to negotiate with any party prior to or after submittal of proposals. Selection is also dependent upon the negotiation of a mutually acceptable contract with the successful proposers.

Cost of Proposal Preparation: No reimbursement will be made by the City of Ormond Beach for any costs incurred in the preparation of the proposal or presentation.

Proposals to be in Effect: Each proposal shall state that it is valid for a period of not less than 90 days from date of receipt.

VII. EVALUATION PROCESS AND CRITERIA

The City of Ormond Beach will conduct an evaluation of all proposals, submitted by the deadline, to determine compliance with proposal requirements and mandatory document submissions. The committee will consist of the Finance Director, Assistant Finance Director and the Public Works Director or their respective designees. The

committee will evaluate proposals and select the Proposer that meets the best interests of the City, and will make a recommendation of Award of Contract to the City Commission.

The City reserves the following rights:

- Modify, extend, or cancel this RFP at any time to obtain additional proposals or for any other reason the City determines to be in its best interest;
- Issue a new RFP with terms and conditions that are the same, similar or substantially different as those set forth in this or a previous RFP in order to obtain additional proposals or for any other reason the City determines to be in its best interest;
- Conduct pre-award discussion and/or pre-award negotiations with any or all responsive and responsible proposer(s) who submit proposals determined to be reasonably acceptable of being selected for award; and, conduct personal interviews or require presentations of any or all proposer(s) prior to selection.
- Request that proposer(s) furnish additional information as the City may reasonably require.
- Accept or reject qualifications or proposals in part or whole, and/or waive any defect or deficiency in any proposal, if in the City's sole judgment, the defect or deficiency is not material in response to this RFP;
- Limit and/or determine the actual contract services to be included in a contract.
- Engage outside experts to assist staff in evaluating the merits and viability of each proposer.
- Obtain information for use in evaluating submittals from any source.
- Verify the information received in the proposal. If a proposer knowingly and willfully submits false information or data, the City of Ormond Beach reserves the right to reject that proposal. If it is determined that an Agreement was awarded as a result of false statements or other data submitted in response to this RFP, the City of Ormond Beach reserves the right

The City shall be the sole judge of the proposer's qualifications.

Evaluation Criteria:

For the purposes of further evaluation, the responsive proposals will be evaluated on, but shall not be limited to, consideration of the following criteria:

Qualifications and Experience (30 points)

References (30 points)

Investment Strategy (30 points)

Price (10 points)

Responsive proposals will be ranked in each of the criteria

VIII. EXHIBITS

The following exhibits are provided to assist firms with preparing proposals:

- Exhibit A – Risk Management and Insurance Requirements
- Exhibit B – FHWA Form 1273 (2012)
- Exhibit C – Hazardous Stump Extraction and Removal Eligibility
- Exhibit D – Project Specific Definitions
- Exhibit E – Buy America
- Exhibit F – Load Ticket
- Exhibit G – City Map by Zone (1 – 4)
- Exhibit H – Contract Provisions Template

EXHIBIT A

REGISTRATION AND INSURANCE REQUIREMENTS FOR VENDOR/CONTRACTOR WORKING ON CITY PROJECTS

Registration Requirements

VENDOR'S doing business within the City Limits must be registered with the City. Requirements for registering a business are as follows:

Copy of City Business Tax Receipt (where your business is located).

Certificate of Insurance showing General Liability and Workers' Comp (or State Workers' Comp Exemption form).

Application Fee: \$25.00. For more information, contact the City's Business Tax Receipt official.

State Certified/Registered Contractors

All registered contractors must be registered with Volusia County. Volusia County Contractor Licensing, 123 W. Indiana Ave., Rm 203, Deland, FL 32720 (386) 736-5957 Opt. 2 –(386) 248-8158 Fax. Certified Contractors have the option of registering with Volusia County, or providing information directly to the business tax receipt official.

If you have any questions regarding the above requirements, please contact the business tax receipt official at (386) 676-3370.

Risk Management and Insurance Requirements

A. Payment and Performance Bonds

1. Except as otherwise provided herein, the Contractor shall, prior to beginning performance, deliver to the City, and the City shall record in the public records of Volusia County, Florida, the Contractor's Payment and Performance Bond in an amount equal to the full amount of the Contract.
2. (a) Payment and Performance Bonds shall not be required for any contract except those which are for the construction of a public building, for the prosecution and completion of a public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time) or for repairs upon a public building or public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time).

(b) With respect to those Contracts for which Payment and Performance Bonds are otherwise required:

- i. Unless the City Manager, or his designee, determines such Bond to be necessary to protect the interests of the City, no Contractor shall be required to provide a Payment and Performance Bond for any Contract which is for \$25,000.00 or less.
- ii. Upon the request of the contractor, good cause shown by the Contractor, and a determination that the public health, safety and welfare will be sufficiently protected, the City Commission may exempt the contractor from the requirement of providing a Payment and Performance Bond for any Contract which is for more than \$25,000.00 but is less than \$200,000.00.

3. The Payment and Performance Bond shall list the Contractor as Principal and be issued by a surety insurer authorized to do business in Florida as a surety and listed as an acceptable surety in the Federal Register.
4. The Payment and Performance Bond shall be executed pursuant to Section 255.05, **Florida Statutes**, and be in a form substantially similar to the form set forth in Section 255.05(3), **Florida Statutes**.
5. The Payment and Performance Bond shall specifically provide coverage for delay damages due to a default by the Contractor.
6. The Payment and Performance Bond shall not make the Contract part of the Bond agreement.
7. In lieu of the Payment and Performance Bond, the Contractor may file with the Finance Director of the City, in an amount equal to the full amount of the Contract, cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit, or a security of a type listed in Part II, Chapter 625, **Florida Statutes**.
8. In the event the surety on any Payment and Performance Bond furnished by the Contractor is declared bankrupt or becomes insolvent, or its right to do business in the State of Florida is terminated, the Contractor shall, within five (5) working days thereafter, substitute another Payment and Performance Bond and surety acceptable to the City.
9. The Contractor is totally and solely responsible for keeping its surety informed as to the Base Contract Price as bid, significant changes in the Project Scope, and the overall progress and completion of the Project for the entire life of the Contract.
10. The payment and performance bond requirements stated herein above shall not be applicable to service-related contracts unless otherwise

determined by the City
health, safety and welfare of the general public.

Manager in order to protect the

B. Contractual Provisions Relative to Risk Management

All contracts for any public works to be performed, and service-related contracts, for or on behalf of the City shall include the following, or substantially similar, provisions:

1. Hold Harmless

(a) General

The City, its agents, employees, and officials, both elected and appointed, shall be held harmless from and against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom, arising out of the agreement, contract or lease unless such claims are a result of the City's sole negligence, as determined by the final arbiter of such claim.

(b) Professional Services Contracts

The City, its agents, employees, and officials, both elected and appointed shall be held harmless from and against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom arising out of performance of the agreement or contract, unless such claims are a result of the City's sole negligence, as determined by the final arbiter of such claim.

The City, its agents, employees, and officials, both elected and appointed shall also be held harmless from and against all claims for financial loss with respect to the provision of or failure to provide professional or other services resulting in professional, malpractice, or errors and omissions liability arising out of performance of the agreement or contract, unless such claims are a result of the City's sole negligence, as determined by the final arbiter of such claim.

2. Payment on Behalf of City

The Contractor shall pay all costs of the City's legal defense, as may be selected by the City, for all claims described in the Hold Harmless paragraph.

Such payment on behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

3. Loss Control/Safety

Precaution shall be exercised at all times by the Contractor for the protection of all persons, including employees and property. The Contractor shall comply with all applicable laws, regulations and ordinances related to safety and health, shall make special efforts to detect hazardous conditions, and shall take prompt action when loss control/safety measures are reasonably necessary.

The City may order work to be stopped if conditions exist that present an immediate danger to persons or property. The Contractor acknowledges that such work stoppage will not shift responsibility for any damages from the Contractor to the City.

4. Service Bond

For Service-related contracts only, the City may require the Contractor to secure a service bond with a minimum \$25,000 coverage limit for the period of the service agreement. The service bond covers dishonest acts of the contractor's employees against the City. A copy of the bond shall be provided to the City when the agreement commences.

Service-related contracts include and are not limited to businesses providing janitorial, pest control, general repair, security, carpet cleaning, locksmith, temporary employment, painting, moving services or other contracts as determined in the discretion of the Risk Manager as necessary to minimize loss.

C. Contractor's Insurance

1. General

The Contractor, including service-related contractors, shall purchase and maintain for the entire life of the Project, including any and all approved time extensions, until its final acceptance by the City, such insurance as will protect the Contractor from claims under Workers' Compensation, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees; from claims insured by usual or unusual injury liability coverage; from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the Contractor's operations under the Contract Documents, whether such operations be by the Contractor, by any Subcontractor, or by anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City, and may be reduced or eliminated at the sole discretion of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.

2. Types of Insurance and Limits of Liability

The insurance required herein shall be written for not less than any limits of liability specified and incorporated as part of the Contract Documents or as required by law, whichever is greater, and shall include the following:

- (a) Workers' Compensation Insurance in statutory limits for the State of Florida with Coverage B - Employer's Liability limits of not less than:

\$100,000. Each Accident Bodily Injury by Accident
 \$100,000. Each Employee Bodily Injury by Disease
 \$500,000. Policy Limit Bodily Injury by Disease

Certificate of Exemptions. If the contractor has a State-issued Certificate of Exemption, the contractor may provide a copy in place of the requirement for coverage. However, if the contractor subcontracts or retains any other person or entity to perform under the contract, that person or entity must provide proof of workers' compensation insurance as required by law or provide a Certificate of Exemption.

It is the intent of the City that any individual who either contracts directly with the city or performs any work on behalf of any such contractor be covered by workers compensation insurance or have a valid exemption from said coverage.

(If applicable to the Project, the policy must include benefits under the United States Longshoremen's and Harbor Workers' Act and the Jones Act coverage--all maritime coverage.)

- (b) Commercial General Liability Insurance shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 88, or its successor form, including but not limited to the following coverage (any deviation shall be noted on the Certificates of Insurance):

- a. Premises and Operations
- b. Owners' & Contractors' Protective
- c. Products & Completed Operation
- d. Explosion, Collapse & Underground Conditions
- e. Blanket Contractual Liability
- f. Personal Injury Liability
- g. Broad Form Property Damage Endorsement, including Completed Operations
- h. Independent Contractors
- i. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
- j. Pollution Liability (if applicable)

- k. Asbestos Abatement (if applicable)
- l. Fire Damage Liability

Certain coverage outlined above may not be required if they do not relate to the Project, as may be determined at the sole discretion of the City.

Commercial General Liability Coverage shall be written on an occurrence basis and the limits shall be no less than the following amounts for all tiers of Contractors and Subcontractors:

<u>Contract Value</u>	<u>Limits (not less than)</u>
0 - \$25,000	\$300,000 Each Occurrence \$300,000 General Aggregate* \$300,000 Aggregate Products & Completed Operations \$ 25,000 Fire Damage (any one fire)
\$25,001 - \$250,000	\$500,000 Each Occurrence \$1 Million General Aggregate* \$1 Million Aggregate Products & Completed Operations \$ 50,000 Fire Damage (any one fire)
\$250,001 - \$3,000,000	\$1 Million Each Occurrence \$1 Million General Aggregate* \$1 Million Aggregate Products & Completed Operations \$ 50,000 Fire Damage (any one fire)
\$3,000,001 & over	20% of the Value of the Contract [Minimum \$1 Million Each Occurrence/\$2 Million General Aggregate]

* NOTE: Commercial General Liability Coverage must be purchased on either a project basis (separate policy per contract) or an endorsement allocating an aggregate limit per location or specified project.

- (c)** Automobile Liability Insurance for the operation, use, maintenance, loading or unloading of automobiles - ISO Symbol 1 (Any Auto) or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos).

<u>Contract Value</u>	<u>Limits (not less than)</u>
-----------------------	-------------------------------

0 - \$25,000	\$300,000 Combined Single Limit
\$25,001 - \$250,000	\$500,000 Combined Single Limit
\$250,001 and over	\$1 Million Combined Single Limit

(d) Excess Liability

For Contracts of \$250,000 or more, and in addition to the scheduled underlying policies for Commercial General Liability, Automobile Liability and Employers' Liability, the Contractor shall also provide an Excess Liability Policy with a maximum self-insured retention for occurrences insured in this Excess Policy not to exceed \$25,000 and a minimum limit of \$1 Million.

(e) Professional Liability, Malpractice and/or Errors and Omissions

The Contractor shall purchase and maintain professional liability, malpractice, or errors or omissions insurance with minimum limits of \$1,000,000 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great a duration as is available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provides a retroactive date no later than the inception date of claims made coverage.

D. Requirements for Certificates of Insurance

1. With the execution of the Contract Documents, the Contractor, including service-related contractors, shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain an endorsement that the coverage under the policies will not be canceled, non-renewed or materially changed until at least thirty (30) days' prior written notice of such cancellation, non-renewal or change (except for nonpayment of premium, which shall be ten (10) days) and a copy of the cancellation endorsement signed by an authorized representative of the insurer, be given to the City. The contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of the Contract Documents.
2. New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
3. If requested by the City, the contractor shall immediately furnish complete copies of the Contractor's insurance policies, forms and endorsements.

4. For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.
5. If the Contractor fails to obtain and maintain for the life of the Project the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Contract.

E. Policies of Insurance

1. Except as otherwise provided in this Exhibit, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-), in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.
2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carriers; written confirmation is required.
3. All policies of insurance or certificates thereof referred to in this Exhibit shall be deposited with the City Clerk.
4. The City shall be named an Additional Insured on General Liability and Automobile Liability policies of insurance and certificates thereof.

**City of Ormond Beach
Request for Proposals (RFP)
Debris Removal, Reduction and Recovery for City of Ormond Beach
(RFP No. 2021-17)**

RFP RESPONSE FORM

THIS RESPONSE IS SUBMITTED TO:

Purchasing Coordinator
City of Ormond Beach
22 S. Beach Street
Ormond Beach, Florida 32174

The undersigned SUBMITTER proposes and agrees, if this Submittal is accepted, to enter into a Contract with the CITY that reflects the items of this Request for Proposal (RFP) and to provide all services, as specified or indicated in the RFP Documents, in full accordance with the terms and conditions set forth in therein.

SUBMITTER accepts all of the terms and conditions of the General Conditions. SUBMITTER will sign the Contract) and submit the Contract security (when applicable) and other documents required by the Contract Documents within ten (10) days after the date of CITY's Notice of Award.

In submitting this information, SUBMITTER represents, as more fully set forth in the Agreement, that:

SUBMITTER has examined copies of all the RFP Documents and of the following Addenda:

Addendum Date

Addendum Number

Receipt of all of which is hereby acknowledged.

This Submittal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; SUBMITTER has not directly or indirectly induced or solicited any other Submitter to submit a false or sham Submittal; SUBMITTER has not solicited or induced any person, firm or a corporation to refrain from bidding; and SUBMITTER has not sought by collusion to obtain for himself any advantage over any other Bidder or over the CITY.

THIS RESPONSE IS SUBMITTED BY:

COMPANY NAME: _____

VENDOR/CONTRACTOR LICENSE NUMBER: _____

ADDRESS: _____

PHONE NO.: _____ FAX NO.: _____

SUBMITTER'S NAME: _____
(Typed or Printed in Ink)

TITLE: _____

AUTHORIZED SIGNATURE: I, _____ hereby
(Original signature required in each document)

declare that I have read and fully understand the RFP Documents and, including the General Conditions and the Scope of Work, and that I am duly authorized to sign and submit this Submittal.

The CITY reserves the right to reject any and all Submittals, to waive informalities, and to accept any Submittal or parts thereof as the CITY, in its sole discretion, determines to be in the best interest of the CITY.

PROPOSER: PLEASE ENSURE THAT YOU HAVE SIGNED THE RFP RESPONSE FORM OF THIS REQUEST FOR PROPOSAL. OMISSION OF A SIGNATURE ON THAT PAGE WILL RESULT IN REJECTION OF YOUR PROPOSAL.

**City of Ormond Beach
Request for Proposals (RFP)
Debris Removal, Reduction and Recovery for City of Ormond Beach
(RFP No. 2021-17)**

CITY OF ORMOND BEACH, FLORIDA

CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT

- ☐ To the best of our knowledge, the undersigned firm has no potential conflicts of interest due to any other clients or contracts for this project.
- ☐ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients or contracts for this project.
-
- ☐ The undersigned firm has had no litigation on any project in the last five (5) years.
- ☐ The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation during the past five (5) years.

COMPANY NAME

AUTHORIZED SIGNATURE

NAME (PRINT OR TYPE)

TITLE

DATE

**City of Ormond Beach
Request for Proposals (RFP)
Debris Removal, Reduction and Recovery for City of Ormond Beach
(RFP No. 2021-17)**

**CITY OF ORMOND BEACH, FLORIDA
DRUG-FREE WORKPLACE CERTIFICATION**

IDENTICAL OR "TIE" SUBMITTALS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals which are equal in respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violation.
- 3) Give each employee that engages in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) calendar days after such conviction.
- 5) Impose sanctions on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Company Name

Authorized Signature

Print Name

Title

**City of Ormond Beach
Request for Proposals (RFP)
Debris Removal, Reduction and Recovery for City of Ormond Beach
(RFP No. 2021-17)**

VERIFICATION OF EMPLOYMENT STATUS USING E-VERIFY SYSTEM

1. Undersigned firm warrants it **IS** currently registered with the U.S. Department of Homeland Security's E-Verify system, **and** is compliant with the requirements of Sections 448.09 and 448.095, *Florida Statutes*.
2. Undersigned firm warrants it **has not** had any contracts terminated as a result of violations of Sections 448.09 or 448.095, *Florida Statutes*, that prohibit it from contracting with a public agency.
3. Undersigned firm warrants that if it enters into an agreement with a subcontractor, an express provision shall be included in all of its subcontracts requiring subcontractors, who perform work or provide services pursuant to the contract, to use the E-Verify system to verify employment eligibility of all new employees hired by the subcontractor during the contract term.
4. Undersigned firm understands that any subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and the contractor understands it shall maintain any such affidavits for the duration of the contract, and the contract with the subcontractor must be immediately terminated if the City has a good faith belief that the subcontractor knowingly violated Section 448.09 (1), *Florida Statutes*.
5. Undersigned firm understands that in the event the City has a good faith belief that the contractor has knowingly violated Section 448.09 (1), *Florida Statutes*, the City shall terminate the contract, and the contractor may not be awarded a public contract for a period of at least one (1) year after the date of termination. The contractor may be held liable for any additional costs incurred by the City as a result of termination of the contract.

COMPANY NAME

AUTHORIZED SIGNATURE

NAME

TITLE

DATE

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

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

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

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

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

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

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.



FEMA

DISASTER ASSISTANCE POLICY

I. TITLE: **Hazardous Stump Extraction and Removal Eligibility**

II. DATE: MAY 15 2007

III. PURPOSE:

Establish criteria used to reimburse applicants for removing eligible hazardous stumps from public or, where authorized, private property.

IV. SCOPE AND AUDIENCE:

The policy is applicable to all major disasters and emergencies declared on or after the date of publication. It is intended for all personnel involved in the administration and execution of the Public Assistance Program, including applicants.

V. AUTHORITY:

Sections 403 and 407 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5121-5206, as amended.

VI. BACKGROUND:

Public Assistance regulations authorize reimbursement for the removal of debris from public and private land when it is in the public interest. Such removal is in the public interest when it is necessary to: eliminate immediate threats to life, public health and safety, or eliminate immediate threats of significant damage to improved public or private property; or to ensure economic recovery of the affected community to the benefit of the community at large. Trees that are uprooted during a disaster event such that all or part of their roots are exposed may pose an immediate threat to public health and safety.

VII. POLICY:

A. When a disaster event uproots a tree or stump (i.e., 50% or more of root ball is exposed) on a public right-of-way, improved public property or improved property owned by certain private nonprofit organizations, and the exposed root ball poses an immediate threat to life, public health and safety, FEMA may provide supplemental assistance to remove, transport, dispose, and provide fill for the root cavity of an eligible uprooted tree or stump. The Federal Emergency Management Agency (FEMA) will reimburse applicants reasonable costs for this type of work only when uprooted stumps are more than 24 inches in diameter (measured two feet from the ground), with the consensus of the Applicant and the State, and is approved in



FEMA

DISASTER ASSISTANCE POLICY

advance by FEMA, using the attached Hazardous Stump Worksheet.

1. If it is necessary to remove an uprooted stump before it can be inspected by FEMA because it poses a threat that must be dealt with immediately, the applicant must submit documentation, to FEMA including photographs, that establishes its location on public property, specifics on the threat, stump diameter measured two feet up the trunk from the ground, quantity of material to fill the hole, and any special circumstances.

2. FEMA will reimburse applicants for extraction, transport and disposal of stumps with a diameter of 24 inches or smaller at the unit cost rate for regular vegetative debris, using the attached Stump Conversion Table, as such stumps do not require special equipment.

3. FEMA will reimburse applicants at the unit cost rate (usually cubic yards) for normal debris removal for all stumps, regardless of size, placed on the rights-of-way by others (i.e., contractors did not extract them from public property or property of eligible Private Non Profit: organization). In such instances, applicants do not incur additional cost to remove these stumps because the same equipment that is used to pick up "regular" debris can be used to pick-up these stumps.

4. If an applicant incurs additional costs in picking up large stumps (over 24 inches in diameter) from rights-of-way, it should complete the Hazardous Stump Worksheet and present documentation to FEMA in advance for consideration.

5. Stumps with less than 50% of their root ball exposed should be cut flush at ground level and the cut portion included with regular vegetative debris.

6. Straightening or bracing of trees is eligible for reimbursement if it is less costly than removal and disposal. Applicant must provide a cost analysis showing cost effectiveness.

VIII. ORIGINATING OFFICE: Disaster Assistance Directorate (Public Assistance Division)

IX. SUPERSESSION: This policy supersedes Recovery Policy Number 9523.11, Hazard Stump Removal and Extraction Eligibility dated May 6, 2006.

X. REVIEW DATE: Three years from the date of publication.

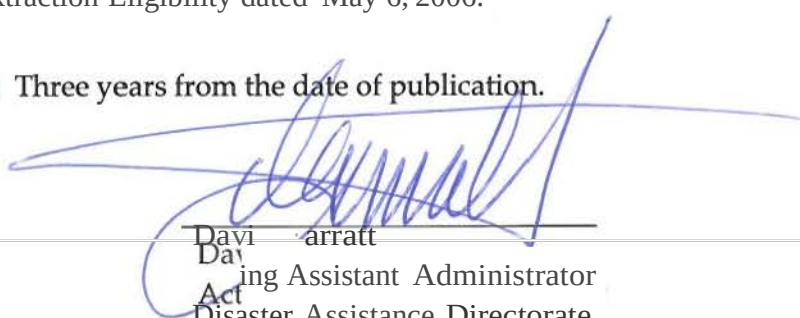

David Garratt
Deputy Assistant Administrator
Disaster Assistance Directorate

Exhibit C

Hazardous Stump Worksheet

Applicant: _____

Date: _____

Applicant Representative: _____

Signature: _____

FEMA Representative (if available) _____

Signature: _____

State Representative (if available): _____

Signature: _____

	Physical Location (i.e., Street address, road, cross streets, etc.)	Description of Facility (ROW, Park, City Hall, etc.)	Hazard		GPS (decimal degrees, 00.000000)		Tree Size (Diameter)	Eligible		Fill For Debris Stumps	Comments (See attached sketch, photo, etc.)
			Yes	No	Latitude (N)	Longitude (W)		Yes	No	CY	
1											
2											
3											
4											
5											
6											
7											
8											
9											
10											

Exhibit C Stump Conversion Table

Diameter to Volume Capacity

The quantification of the cubic yards of debris for each size of stump in the following table was derived from FEMA field studies conducted throughout the State of Florida during the debris removal operations following Hurricanes Charley, Frances, Ivan and Jeanne. The following formula is used to derive cubic yards:

$$\frac{[(\text{Stump Diameter}^2 \times 0.7854) \times \text{Stump Length}] + [(\text{Root Ball Diameter}^2 \times 0.7854) \times \text{Root Ball Height}]}{46656}$$

0.7854 is one-fourth Pi and is a constant.

46656 is used to convert cubic inches to cubic yards and is a constant

The formula used to calculate the cubic yardage used the following factors, based upon findings in the field:

- Stump diameter measured two feet up from ground
- Stump diameter to root ball diameter ratio of 1:3.6
- Root ball height of 31"

Stump Diameter (Inches)	Debris Volume (Cubic Yards)	Stump Diameter (Inches)	Debris Volume (Cubic Yards)
6	0.3	46	15.2
7	0.4	47	15.8
8	0.5	48	16.5
9	0.6	49	17.2
10	0.7	50	17.9
11	0.9	51	18.6
12	1	52	19.4
13	1.2	53	20.1
14	1.4	54	20.9
15	1.6	55	21.7
16	1.8	56	22.5
17	2.1	57	23.3
18	2.3	58	24.1
19	2.6	59	24.9
20	2.9	60	25.8
21	3.2	61	26.7
22	3.5	62	27.6
23	3.8	63	28.4
24	4.1	64	29.4
25	4.5	65	30.3
26	4.8	66	31.2
27	5.2	67	32.2
28	5.6	68	33.1
29	6	69	34.1
30	6.5	70	35.1
31	6.9	71	36.1
32	7.3	72	37.2
33	7.8	73	38.2
34	8.3	74	39.2
35	8.8	75	40.3
36	9.3	76	41.4
37	9.8	77	42.5
38	10.3	78	43.6
39	10.9	79	44.7
40	11.5	80	45.9
41	12	81	47
42	12.6	82	48.2
43	13.3	83	49.4
44	13.9	84	50.6
45	14.5		

EXHIBIT D

Project Specific Terms and Definitions

1. **ACM** – Asbestos Containing Material
2. **Authorized Representative** – City employees and/or contracted individuals designated by the City or City Debris Manager.
3. **Intentionally left blank**
4. **CEI** – Construction Engineering & Inspection
5. **CFR** – Code of Federal Regulations
6. **Chipping or Mulching** - The process of reducing woody material, such as lumber and vegetative debris, by mechanical means into small pieces to be used as mulch or fuel. Woody debris can be reduced in volume by approximately 75 percent, based on data obtained during reduction operations. The terms “chipping” and “mulching” are often used interchangeably.
7. **Cleanup Crew** – A group of individuals and/or an individual working for the disaster debris collection contractor collecting disaster debris.
8. **Construction and Demolition Debris (C&D)** – See Eligible Constructions and Demolition Debris
9. **County** – Volusia County, Florida
10. **City Debris Manager** – The City will designate a City Debris Manager, who will lead the debris removal process and provide general oversight for all phases of debris removal operations within the City.
11. **City Designated Final Disposal Site** – Tomoka Farms Road Landfill located at 1990 Tomoka Farms Road, Port Orange, FL 32124 or other final disposal sites or end users as designated and approved in writing by the City.
12. **WVTS** – West Volusia Transfer Station operated by the Volusia County Solid Waste Division located at 3151 East State Road 44, DeLand, FL 32724.
13. **Debris** – Items and materials broken, destroyed or displaced by a natural or man-made federally declared disaster. Examples of debris include, but are not limited to, vegetative, construction and demolition debris and personal property.
14. **Debris Clearance** – Clearing roads by pushing debris to the roadside to accommodate emergency traffic.
15. **Debris Management Site (DMS)** – A location to temporarily store, reduce, segregate and/or process debris before it is hauled to its final disposition. May also be referred to as a Temporary Debris Storage and Reduction Site (TDSRS) or Temporary Debris Staging and Processing Facility (TDSPF).
16. **Debris Monitoring** – Actions taken by applicants in order to document eligible quantities and reasonable expenses during debris activities to ensure that the work complies with the contract scope-of-work and/or is eligible for Federal or State grant reimbursement.

17. **Debris Removal** – Picking up debris and taking it to a debris management site, composting facility, recycling facility, permanent landfill or other reuse or end-use facility.
18. **Debris Removal Contractor** – Conducts debris removal operations per the terms of the contract. Term includes primary contractor(s), subcontractors and individual crews.
19. **Demobilization** – Following the completion of services provided under the resulting contract, the Contractor will remove all equipment, supplies and other associated materials involved in the services provided to the City. The Contractor will leave all sites utilized clean and restored to the original state as approved by the City and verified through soil and groundwater samples.
20. **Demolition** – The act or process of reducing a structure, as defined by State or local code, to a collapsed condition. It contrasts with deconstruction, which is the taking down of a building while carefully preserving valuable elements for reuse.
21. **DEP** – Florida Department of Environmental Protection (FDEP)
22. **DDIR** – Detailed Damage Inspection Report
23. **Disaster Specific Guidance** – Disaster Specific Guidance (DSG) is a policy statement issued in response to a specific post-event situation or need in a state or region. Each DSG is issued a number and is generally referred to, along with their numerical identification.
24. **DMS** – Debris Management Site
25. **DOT** – Department of Transportation (Generally Florida DOT)
26. **Eligible** – Eligible means qualifying for and meeting the most current stipulated requirements (at the time written Task Orders are issued and executed by the City to the Contractor) of the Public Assistance grant program, FEMA Publication 321, FEMA Publication 322, FEMA Publication 323, FEMA Publication 325 and all current FEMA fact sheets, guidance documents and disaster-specific documents. Eligible also includes meeting any changes in definition, rules or requirements regarding debris removal reimbursement as stipulated by the Federal Emergency Management Agency during the course of a debris removal project.
27. **Eligible Construction and Demolition Debris** – FEMA Publication 325 defines eligible construction and demolition (C&D) debris as damaged components of buildings and structures such as: lumber and wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and floor coverings, window coverings, plastic pipe, concrete, fully cured asphalt, heating, ventilation and air conditioning systems and their components, light fixtures, small consumer appliances, equipment, furnishings and fixtures that are a result of a disaster event. (Note: This definition of C&D is for disaster recovery purposes and is not the same definition commonly used in other solid waste documents, such as FDEP Chapter 62-701.) Current eligibility criteria include:
 - Debris must be located within a designated disaster area and be removed from an eligible applicant's improved property or right-of-way.
 - Debris removal must be the legal responsibility of the applicant.
 - Debris must be a result of the major disaster event.

28. **Eligible Hanger** – An eligible hanger is a hazardous limb that poses significant threat to the public. The current eligibility requirements for hazardous hangers according to FEMA Publication 325 are:

- The limb must be greater than two inches in diameter;
- The limb must be suspended in a tree and threatening a public-use area; and
- The limb must be located on improved public property.

29. **Eligible Hazardous Stump** – A stump is defined as hazardous and eligible for reimbursement if all of the following criteria are met. The current eligibility requirements for hazardous hangers according to FEMA Publication 325 are:

- The stump has fifty percent (50%) or more of the root-ball exposed.
- The stump is greater than twenty-four (24) inches in diameter when measured twenty-four (24) inches from the ground.
- The stump is located on a public right-of-way.
- The stump poses an immediate threat to public health and safety.

30. **Eligible Household Hazardous Waste (HHW)** – The Resource Conservation and Recovery Act (RCRA) defines hazardous waste as materials that are ignitable, reactive, toxic, corrosive or meet other listed criteria. Examples of Eligible HHW include items such as paints, cleaners, pesticides, etc. The eligibility criteria for HHW are as follows:

- HHW must be located within a designated disaster area and be removed from an Eligible applicant's improved property or right-of-way.
- HHW removal must be the legal responsibility of the applicant.
- HHW must be a result of the major disaster event.

The collection of commercial disaster related hazardous waste is generally not eligible for reimbursement. Commercial hazardous waste will only be collected in the City with written authorization by the City Debris Manager. The disposal of all hazardous waste must be in accordance with all rules and regulations of local, state and federal regulatory agencies.

31. **Eligible Leaner** – A tree is considered hazardous and defined as an eligible leaner when the tree's present state is caused by a disaster, the tree poses a significant threat to the public and the tree is six (6) inches in diameter or greater as measured 4.5 feet from the ground. The current eligibility requirements for leaning trees according to FEMA Publication 325 include:

- The tree has more than fifty percent (50%) of the crown damaged or destroyed (requires written documentation from an arborist).
- The tree has a split trunk or broken branches that expose the heartwood.
- The tree has fallen or been uprooted within a public use area.
- The tree is leaning at an angle greater than thirty (30) degrees.

32. **Eligible Vegetative Debris** – As outlined in FEMA Publication 325, eligible vegetative debris consists of whole trees, tree stumps, tree branches, tree trunks and other leafy material. Vegetative debris will largely consist of mounds of tree limbs and branches piled along the public ROW by residents and volunteers. Current eligibility criteria include:

- Debris must be located within a designated disaster area and be removed from an eligible applicant's improved property or right-of-way.
 - Debris removal must be the legal responsibility of the applicant.
 - Debris must be a result of the major disaster event.
33. **Eligible White Goods** – As outlined in FEMA Publication 325, Eligible White Goods are defined as discarded disaster related household appliances such as refrigerators, freezers, air conditioners, heat pumps, ovens, ranges, washing machines, clothes dryers and water heaters. White goods can contain ozone-depleting refrigerants, mercury or compressor oils that the federal Clean Air Act prohibits from being released into the atmosphere. The Clean Air Act specifies that only qualified technicians can extract refrigerants from white goods before they can be recycled. The eligibility criteria for white goods are as follows:
- White goods must be located within a designated disaster area and be removed from an Eligible applicant's improved property or ROW.
 - White goods removal must be the legal responsibility of the applicant.
 - White goods must be a result of the major disaster event.
34. **Emergency Relief Program** – Provides for the funding of emergency roadway clearing and first pass disaster debris removal on federal aid highways. This program is administered by the Federal Highway Administration.
35. **EPA** – United States Environmental Protection Agency
36. **ER** – Emergency Relief
37. **E-Scrap** – End of life electronics, typically televisions, computers and related components
38. **FDEP** – Florida Department of Environmental Protection (DEP)
39. **FDOT** – Florida Department of Transportation
40. **FEMA** – Federal Emergency Management Agency
41. **FEMA Publication 325** – Debris Management Guide – This publication is specifically dedicated to the rules, regulations and policies associated with the debris cleanup process. Familiarity with this publication and any revisions, can aid a local government to limit the amount of non-reimbursable expenses. The Debris Management Guide provides the framework for the debris removal process authorized by the Stafford Act including:
- Eliminating immediate threats to lives, public health and safety.
 - Eliminating immediate threats of significant damage to improved public or private property.
 - Ensuring the economic recovery of the affected community to the benefit of the community-at-large.
42. **FHWA** – Federal Highway Administration
43. **Field Inspector** – Monitor
44. **FMIS** – Fiscal Management Information System
45. **Force Account Labor** – Labor performed by the applicant's permanent, full time or temporary employees.

46. **Garbage** – *Waste that is regularly picked up by an applicant. Common examples of garbage are food, packaging, plastics and papers.*
47. **Grinding** – Reduction of disaster-related vegetative debris through mechanical means into small pieces to be used as mulch or fuel. Grinding may also be referred to as chipping or mulching.
48. **Hangers** – *See Eligible Hanger*
49. **Hazardous Waste** – Waste with properties that make it potentially harmful to human health or the environment. Hazardous waste is regulated under the Resource Conservation and Recovery Act (RCRA). In regulatory terms, a RCRA hazardous waste is a waste that appears on one of the four hazardous wastes lists or exhibits at least one of the following four characteristics: ignitability, corrosivity, reactivity or toxicity.
50. **HHW** – *Household Hazardous Waste*
51. **Hold Harmless** – Generally, a contractual arrangement whereby one party agrees to hold the other party without responsibility for damage or other liability incurred as a result of a particular action or transaction.
52. **Household Hazardous Waste** – *See Eligible Household Hazardous Waste*
53. **Landfill** – The Tomoka Farms Road Landfill (TFRL) located at 1990 Tomoka Farms Road, Port Orange, FL 32124.
54. **Leaners** – *See Eligible Leaner*
55. **Monitor** – Person that observes day-to-day operations of debris removal crews to ensure they are performing eligible work, meeting the City's expectations and contractual requirements and are in compliance with all applicable Federal, State and local regulations. (May also be referred to as a Field Inspector.)
56. **Mulching or Chipping** – *See Chipping or Mulching*
57. **Mutual Aid Agreement** - A written understanding between communities and States obligating assistance during a disaster. See FEMA RP9523.6, Mutual Aid Agreements for Public Assistance and Fire Management Assistance.
58. **National Response Plan (NRP)** – A plan developed to facilitate the delivery of all types of Federal assistance to States following a disaster. It outlines the planning assumptions, policies, concept of operations, organizational structures and specific assignments and agencies involved in Federal assistance to supplement State, tribal and local efforts.
59. **TFRL** – Tomoka Farms Road Landfill (TFRL) located at 1990 Tomoka Farms Road, Port Orange, FL 32124 (also referred to as Volusia County Landfill or Landfill)
60. **OSHA** – Occupational Safety and Health Administration
61. **Outbuilding** - Any structure secondary to a house such as a barn, shed or outhouse separated from the main structure.
62. **PPE** – Personal Protective Equipment. May also be referred to as "Safety Gear."
63. **RACM** – Regulated Asbestos Containing Material
64. **RCRA** – Resource Conservation and Recovery Act

65. **Recycling** – The recovery or use of wastes as a raw material for making products of the same or different nature as the original product.
66. **Refrigerant** – Ozone depleting compound that must be removed from white goods or other refrigerant containing items prior to recycling or disposal.
67. **Regulated Waste** – Any waste that is regulated by the USEPA, FDEP or local rules/ordinance.
68. **RFB** – Request for Bid
69. **RFP** – Request for Proposal
70. **Right of Entry** – As used by FEMA, the document by which a property owner confers to an eligible applicant or its contractor or the United States Army Corps of Engineers the right to enter onto private property for a specific purpose without committing trespass.
71. **Right-of-Way** – The portions of land over which facilities such as highways, railroads or power lines are built. It includes land on both sides of the facility up to the private property line.
72. **ROE** – Right-of-entry
73. **ROW** – Right-of-way
74. **RRC** – Rapid Response Crew
75. **Scale/Weigh Station** – A scale used to weigh trucks as they enter and leave a landfill. The difference in weight determines the tonnage dumped and a tipping fee is charged accordingly. It also may be used to determine the quantity of debris picked up and hauled.
76. **Volusia County Landfill** – Tomoka Farms Road Landfill (TFRL) located at 1990 Tomoka Farms Road, Port Orange, FL 32124
77. **VCSWD** – The Volusia County Solid Waste Division
78. **TDSPF** - Temporary Debris Staging and Processing Facility. Site where collected debris is taken by the debris removal contractors for staging and processing prior to final disposal. May also be referred to as a Debris Management Site (DMS).
79. **TDSR Site** – Temporary Debris Storage and Reduction Site
80. **Temporary Debris Storage and Reduction Site** – Temporary Debris Storage and Reduction (TDSR) sites are locations designated by the City for the storage and reduction of disaster related debris.
81. **Tipping Fee** – A fee charged by landfills or other waste management facilities based on the weight or volume of debris dumped.
82. **TSDF** – Hazardous Waste Treatment, Storage and Disposal Facility.
83. **United States Army Corps of Engineers (USACE)** – A component of the United States Army responsible for constructing and maintaining military installations and other government-owned and controlled facilities. The USACE may be used by FEMA when direct Federal assistance, issued through a mission assignment, is needed.
84. **White Goods** – See Eligible White Goods

Acronyms

ACM	Asbestos Containing Material
VCC	Volusia County Council
C&D	Construction and Demolition
CBRA	Coastal Barrier Resources Act
CBRN	Chemical, Biological, Radiological and Nuclear
CBRS	Coastal Barrier Resources System
CEI	Construction Engineering and Inspection
CFR	Code of Federal Regulations
CTS	Central Transfer Station
CWA	Clean Water Act
CZMA	Coastal Zone Management Act
DDIR	Detailed Damage Inspection Report
DEP	Florida Department of Environmental Protection (Same as FEDP)
DMS	Debris Management Site
DOT	Department of Transportation
DPW	Department of Public Works
DRM	Disaster Recovery Manager
DTFL	Debris Task Force Leader
ECAP3	Environmental Compliance, Assistance and Pollution Prevention Program
EO	Executive Order
EPA	Environmental Protection Agency
ER	Emergency Relief
ESA	Endangered Species Act
ESF	Emergency Support Function
FDOT	Florida Department of Transportation
FEMA	Federal Emergency Management Agency
FHWA	Federal Highway Administration
FMIS	Fiscal Management Information System
GIS	Geographic Information System
GPS	Global Positioning System
HHW	Household Hazardous Waste
HUD	Department of Housing and Urban Development
IA	Individual Assistance
ICS	Incident Command System
JFO	Joint Field Office
NEPA	National Environmental Policy Act
NHPA	National Historic Preservation Act
NRCS	Natural Resources Conservation Service
NRP	National Response Plan
OCC	Office of Chief Counsel
OSHA	Occupational Safety and Health Administration
TFRL	Tomoka Farms Road Landfill
PA	Public Assistance
PDA	Preliminary Damage Assessment
PNP	Private Non-Profit
PPDR	Private Property Debris Removal
PPE	Personal Protective Equipment
PW	Project Worksheet

Exhibit D

RACM	Regulated Asbestos Containing Material
RCRA	Resource Conservation and Recovery Act
RFB	Request for Bid
RFP	Request for Proposals
ROE	Right-of-Entry
ROW	Right-of-Way
RRC	Rapid Response Crew
SHPO	State Historic Preservation Officer
VCSWD	Volusia County Solid Waste Division
TDSPF	Temporary Debris Staging and Processing Facility
TDSR Site	Temporary Debris Storage and Reduction Site
USACE	United States Army Corps of Engineers
USCG	United States Coast Guard
USDA	United States Department of Agriculture
WSRA	Wild and Scenic Rivers Act

TITLE 23--HIGHWAYS

CHAPTER I--FEDERAL HIGHWAY ADMINISTRATION, DEPARTMENT OF
TRANSPORTATION

PART 635--CONSTRUCTION AND MAINTENANCE--Table of Contents

Subpart D--General Material Requirements

Sec. 635.410 Buy America requirements.

(a) The provisions of this section shall prevail and be given precedence over any requirements of this subpart which are contrary to this section. However, nothing in this section shall be construed to be contrary to the requirements of Sec. 635.409(a) of this subpart.

(b) No Federal-aid highway construction project is to be authorized for advertisement or otherwise authorized to proceed unless at least one of the following requirements is met:

(1) The project either: (i) Includes no permanently incorporated steel or iron materials, or (ii) if steel or iron materials are to be used, all manufacturing processes, including application of a coating, for these materials must occur in the United States. Coating includes all processes which protect or enhance the value of the material to which the coating is applied.

(2) The State has standard contract provisions that require the use of domestic materials and products, including steel and iron materials, to the same or greater extent as the provisions set forth in this section.

(3) The State elects to include alternate bid provisions for foreign and domestic steel and iron materials which comply with the following requirements. Any procedure for obtaining alternate bids based on furnishing foreign steel and iron materials which is acceptable to the Division Administrator may be used. The contract provisions must (i) require all bidders to submit a bid based on furnishing domestic steel and iron materials, and (ii) clearly state that the contract will be awarded to the bidder who submits the lowest total bid based on furnishing domestic steel and iron materials unless such total bid exceeds the lowest total bid based on furnishing foreign steel and iron materials by more than 25 percent.

(4) When steel and iron materials are used in a project, the requirements of this section do not prevent a minimal use of foreign steel and iron materials, if the cost of such materials used does not exceed one-tenth of one percent (0.1 percent) of the total contract cost or \$2,500, whichever is greater. For purposes of this paragraph, the cost is that shown to be the value of the steel and iron products as they are delivered to the project.

(c)(1) A State may request a waiver of the provisions of this section if;

(i) The application of those provisions would be inconsistent with the public interest; or

(ii) Steel and iron materials/products are not produced in the United States in sufficient and reasonably available quantities which are of a satisfactory quality.

(2) A request for waiver, accompanied by supporting information, must be submitted in writing to the Regional Federal Highway Administrator (RFHWA) through the FHWA Division Administrator. A request must be submitted sufficiently in advance of the need for the waiver in order to allow time for proper review and action on the request. The RFHWA will have approval authority on the request.

(3) Requests for waivers may be made for specific projects, or for certain materials or products in specific geographic areas, or for combinations of both, depending on the circumstances.

(4) The denial of the request by the RFHWA may be appealed by the State to the Federal Highway Administrator (Administrator), whose action on the request shall be considered administratively final.

(5) A request for a waiver which involves nationwide public interest or availability issues or more than one FHWA region may be submitted by the RFHWA to the Administrator for action.

(6) A request for waiver and an appeal from a denial of a request must include facts and justification to support the granting of the waiver. The FHWA response to a request or appeal will be in writing and made available to the public upon request. Any request for a nationwide waiver and FHWA's action on such a request may be published in the Federal Register for public comment.

(7) In determining whether the waivers described in paragraph (c)(1) of this section will be granted, the FHWA will consider all appropriate factors including, but not limited to, cost, administrative burden, and delay that would be imposed if the provision were not waived.

(d) Standard State and Federal-aid contract procedures may be used to assure compliance with the requirements of this section.

[48 FR 53104, Nov. 25, 1983, as amended at 49 FR 18821, May 3, 1984; 58 FR 38975, July 21, 1993]

Editorial Note: For a waiver document affecting Sec. 635.410, see 60 FR 15478, Mar. 24, 1995.

CITY OF ORMOND BEACH

Cubic Yard Load Ticket

No. **OB-**

FIELD DATA

Contractor Name:

Truck Driver Name:
(Print)

P/U Date:

/ /

P/U Time:

☐ First Pass
 ☐ Second Pass
 ☐ Subsequent Pass
 ☐ FHWA

RBS #	STREET NAME	ZONE #

Truck #:

Certified Load Capacity:

CY

Materials:

- ☐ Vegetative
☐ Construction/Demolition
☐ White Goods
☐ Other (State type) _____

Field Inspector: _____

Signature

Field Inspector ID: _____

TOWER DATA

Disposal Date:

/ /

Disposal Time:

Truck Load Size:

Max Load Capacity

X

% Loaded

=

Volume Hauled (CY)

X

=

Disposal Site:

City Representative: _____

Signature

City Rep ID: _____

Government Inspector (if applicable): _____

Signature

White – City

Green – Contractor

Pink – Driver

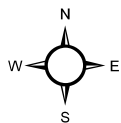
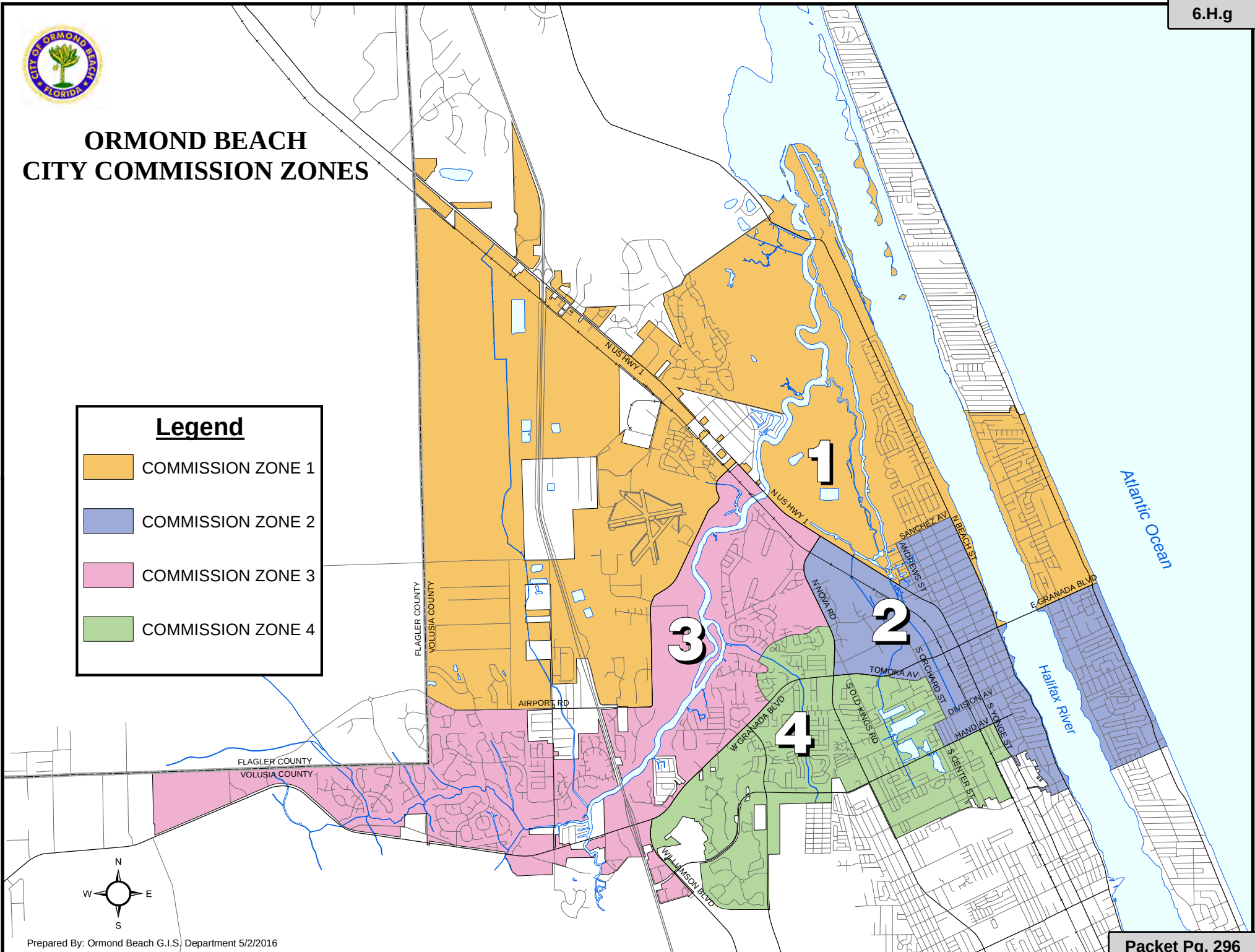
Gold - Other



ORMOND BEACH CITY COMMISSION ZONES

Legend

- COMMISSION ZONE 1
- COMMISSION ZONE 2
- COMMISSION ZONE 3
- COMMISSION ZONE 4





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CONTRACT PROVISIONS TEMPLATE

FEMA Office of Chief Counsel

Procurement Disaster Assistance Team



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INTRODUCTION

Required Contract Clauses

If a non-Federal entity (state or non-state) wants to use federal funds to pay or reimburse their expenses for equipment or services under a contract, that contract must contain the applicable clauses described in [Appendix II to the Uniform Rules](#) (Contract Provisions for Non-Federal Entity Contracts Under Federal Awards) under 2 C.F.R. § 200.326. In addition, there are certain contract clauses which are required or recommended by FEMA.

This document outlines the federally required contract provisions in addition to FEMA-recommended provisions.

- For some of the required clauses, sample language or references to find sample language are provided.
- Sample language for certain required clauses (remedies, termination for cause and convenience, changes) is not provided since these must be drafted in accordance with the non-Federal entity's applicable local laws and procedures.
- For the clauses which require that exact language be included, the required language is provided. Those clauses are specifically identified below.

Please note that the non-Federal entity alone is responsible for ensuring that all language included in their contracts meets the requirements of 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II.





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Tools: Contract Provisions Quick Reference Guide

Table 1. Key

KEY
Required/Recommended Provision ☐
Required/Recommended Provision and Required Exact Language ☐
Not Required for PA Awards (Grants) ☐

Table 2. Required Contract Provisions

	Required Provision	Contract Criteria	Sample Language?
1.	Legal/contractual/administrative remedies for breach of contract	> SAT (\$250k)	No. It is based on applicant's procedures.
2.	Termination for cause or convenience	> \$10k	No. It is based on applicant's procedures.
3.	Equal Employment Opportunity	Construction work	Yes. 41 CFR Part 60-1.4(b)
4.	Davis Bacon Act	Construction work	Not applicable to PA grants
5.	Copeland Anti-Kickback Act	Construction work > \$2,000	Not applicable to PA grants
6.	Contract Work Hours and Safety Standards Act	> \$100k + mechanics or laborers	Yes. 29 CFR 5.5(b)
7.	Rights to inventions made under a contract or agreement	Funding agreement	Not applicable to PA grants
8.	Clean Air Act and Federal Water Pollution Control Act	>\$150k	Yes
9.	Debarment and Suspension	All	Yes
10.	Byrd Anti-Lobbying Amendment	All (>\$100k: Certification)	Yes. Clause and certification
11.	Procurement of Recovered Materials	Applicant is a state or political subdivision of a state. Work involves the use of materials.	Yes
12.	Access to Records	All	Yes





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Table 3. Recommended Contract Provisions

	Recommended Provision	Contract Criteria	Sample Language?
13.	Contract Changes or Modifications	All	No. It depends on nature of contract and end-item procured.
14.	DHS Seal, Logo, and Flags	All	Yes
15.	Compliance with Federal Law, Regulations and Executive Orders	All	Yes
16.	No Obligation by Federal Government	All	Yes
17.	Program Fraud and False or Fraudulent Statements or Related Acts	All	Yes





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1. REMEDIES.

- a. Standard. Contracts for more than the simplified acquisition threshold, currently set at \$250,000, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II, ¶ A.
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

2. TERMINATION FOR CAUSE AND CONVENIENCE.

- a. Standard. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II, ¶ B.
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

3. EQUAL EMPLOYMENT OPPORTUNITY. If applicable, exact language below in subsection 3.d is required.

- a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II, ¶ C.
- b. Key Definitions.
 - i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a “federally assisted construction contract” as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds





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obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

- ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines “construction work” as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.
- c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.
- d. Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will





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receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.





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(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance,





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guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. DAVIS-BACON ACT.

- a. Standard. All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II, ¶ D. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.
- b. Applicability. The Davis-Bacon Act only applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.**
- c. Requirements. If applicable, the non-federal entity must do the following.
 - i. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
 - ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II, ¶ D, contracts subject to the Davis-Bacon Act, must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti-Kickback Act provides that each contractor or subrecipient must be





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prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

- iii. Include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

- a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- c. Additionally, contractors are required to pay wages not less than once a week.

5. COPELAND ANTI-KICKBACK ACT.

- a. Standard. Recipient and subrecipient contracts must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").
- b. Applicability. This requirement applies to all contracts for construction or repair work above \$2,000 in situations where the Davis-Bacon Act also applies. **It does not apply to the FEMA Public Assistance Program.**





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- c. Requirements. If applicable, the non-federal entity must include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). Each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

Compliance with the Copeland “Anti-Kickback” Act.

- a. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.”





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6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT.

- a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.
- b. Applicability. This requirement applies to all FEMA contracts awarded by the non-federal entity in excess of \$100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- c. Suggested Language. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to





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the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The **(write in the name of the Federal agency or the loan or grant recipient)** shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.

- a. **Standard.** If the FEMA award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.





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- b. Applicability. This requirement applies to “*funding agreements*,” but it **does not apply to the Public Assistance**, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”
- c. Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT.

- a. Standard. If applicable, contracts must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.
- b. Applicability. This requirement applies to contracts awarded by a non-federal entity of amounts in excess of \$150,000 under a federal grant.
- c. Suggested Language. The following provides a sample contract clause.

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the (**name of applicant entering into the contract**) and understands and





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agrees that the (**name of the applicant entering into the contract**) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the (**name of the applicant entering into the contract**) and understands and agrees that the (**name of the applicant entering into the contract**) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. DEBARMENT AND SUSPENSION.

- a. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension).
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.
- c. Requirements.





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- i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ H; and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.
- ii. In general, an “excluded” party cannot receive a Federal grant award or a contract within the meaning of a “covered transaction,” to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a “covered transaction,” which is any nonprocurement transaction (unless excepted) at either a “primary” or “secondary” tier. Although “covered transactions” do not include contracts awarded by the Federal Government for purposes of the nonprocurement common rule and DHS’s implementing regulations, it does include some contracts awarded by recipients and subrecipients.
- iii. Specifically, a covered transaction includes the following contracts for goods or services:
 - 1. The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
 - 2. The contract requires the approval of FEMA, regardless of amount.
 - 3. The contract is for federally-required audit services.
 - 4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.
- d. Suggested Language. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

Suspension and Debarment





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- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by (**insert name of recipient/subrecipient/applicant**). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (**insert name of recipient/subrecipient/applicant**), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

9. BYRD ANTI-LOBBYING AMENDMENT.

- a. Standard. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Federal awarding agency.
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of \$100,000





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or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ I; 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

c. Suggested Language.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

d. Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

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





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2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date





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10. PROCUREMENT OF RECOVERED MATERIALS.

- a. Standard. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II, ¶ J; and 2 C.F.R. § 200.322.
- b. Applicability. This requirement applies to all contracts awarded by a non-federal entity under FEMA grant and cooperative agreement programs.
- c. Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- d. Suggested Language.
 - (i) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired —
 - Competitively within a timeframe providing for compliance with the contract performance schedule;
 - Meeting contract performance requirements; or
 - At a reasonable price.
 - (ii) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
 - (iii) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."





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Additional FEMA Requirements/Recommendations.

The Uniform Rules authorize FEMA to require additional provisions for non-Federal entity contracts. FEMA, pursuant to this authority, requires and recommends the following:

REQUIRED PROVISIONS:

1. ACCESS TO RECORDS.

- a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

- b. Suggested Language.

Access to Records. The following access to records requirements apply to this contract:

(1) The Contractor agrees to provide (**insert name of state agency or local or Indian tribal government**), (**insert name of recipient**), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits,





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examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the (**write in name of the non-federal entity**) and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

RECOMMENDED PROVISIONS:

2. CHANGES.

- a. **Standard.** To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.
- b. **Applicability.** FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

3. DHS SEAL, LOGO, AND FLAGS.

- a. **Standard.** Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).
- b. **Applicability.** FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos,





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crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

c. Suggested Language.

“The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.”

4. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS.

- a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.
- b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

c. Suggested Language.

“This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.”

5. NO OBLIGATION BY FEDERAL GOVERNMENT.

- a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.
- b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

c. Suggested Language.

“The Federal Government is not a party to this contract and is not subject to





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any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.”

6. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.

- a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

- b. Suggested Language.

“The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor’s actions pertaining to this contract.”





CITY OF ORMOND BEACH

City Manager • 22 S. Beach Street • Ormond Beach • Florida • 32174 • (386) 676-3200 • Fax (386) 676-3384

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners

Through: Joyce A. Shanahan, City Manager

From: Loretta Moisio, Grants Coordinator

Date: May 18, 2021

Subject: Countywide FY 2020-2021 Edward Byrne Memorial Justice Assistance Grant Funds Distribution

Commission Goal: N/A

Introduction

This is a request for the City Commission to approve the recommended distribution of \$129,365 of federal fiscal year 2020-21 Edward Byrne Memorial Justice Assistance Grant (JAG) funds for two (2) substance abuse, crime prevention, and justice assistance programs within Volusia County, along with planning and evaluation.

Background

Grant regulations require approval of the funding distribution by the majority of all local governments within the county. On April 29, 2021, staff received email notification of the requested distribution letters from a majority of Volusia County municipalities with a requested return date of no later than May 6, 2021.

Discussion

Below is the complete distribution list which has been recommended by Volusia County Community Assistance. On May 5, 2021, two originals of the attached letter were forwarded to Volusia County Community Assistance to meet the requested deadline of May 6, 2021.

Sub-award Recipient	Contractor & Title of Project	Amount
County of Volusia	SMA Healthcare, Inc. - Adult Drug Court Program	\$ 100,782
County of Volusia	The House Next Door - Success by Design Program	\$ 28,583
	Total	\$ 129,365

Budget Impact

There is no budget impact to the City.

Recommendation

It is recommended that the City Commission retroactively approve the proposed Volusia County distribution of \$129,365 for the specified projects, and approve the letter previously forwarded.

Attachments:

- VCCA Email 4 29 2021 (PDF)
- JAG Countywide 51% Ltr 5 4 2021 (PDF)

REVIEWED BY:


Kelly McGuire, Finance Director 5/6/2021


Claire Whitley, Assistant City Manager 5/10/2021

APPROVED BY:


Joyce A. Shanahan, City Manager 5/11/2021

From: Antoinette Hartsfield <Ahartsfield@volusia.org>
Sent: Thursday, April 29, 2021 11:30 AM
To: Settle, Kate <Kate.Settle@ormondbeach.org>
Subject: Volusia County- Justice Assistance Grant (JAG) Agency Funding Allocation

[External Email-Use Caution] - OB/IT Helpdesk

Good afternoon,

The County has been notified that we are eligible to receive funding from the FY 2020/21 share of the Edward Byrne Memorial Justice Assistance Grant (JAG) County-wide funds that was released by the Florida Department of Law Enforcement (FDLE) in April 2021. In order to submit nonprofit agencies applications for this funding the County must receive approval from 51% of cities located within Volusia County.

The JAG program focuses on providing funding to several municipalities to improve the criminal justice system through one or more purpose areas. This includes but not limited to programs focused on law enforcement, prosecution/court, prevention/education, drug treatment and enforcement programs. The County of Volusia is recommending the funds be allocated to the non-profits SMA Healthcare, Inc. Adult Drug Court program and the House Next Door Success by Design program.

Grant regulations require approval of the funding distribution by the majority of all local governments within the county. *Two original letters* are required for submission from the county along with an application from each contractor. Attached is a sample letter certifying your city approves of the recommended allocation of funds to SMA Healthcare, Inc. and the House Next Door.

To comply with submission requirements, please complete the following:

1. Copy or re-type the attached sample letter onto your city's letterhead
2. Each letter must be signed and dated by the Chief Elected Official; the Mayor
3. Return **TWO original letters** to the County of Volusia, Division of Community Assistance, Attention: Antoinette Hartsfield, 110 West Rich Avenue, DeLand, FL 32720

Due to submission deadline constraints, we are requesting that the ***two original letters*** be returned by **May 6, 2021**. If you anticipate a delay in executing and returning the letters, please contact me at (386)736-5955 extension # 12962 or email at ahartsfield@volusia.org. Thank you for your assistance in this matter.

Respectfully,

Antoinette Hartsfield
Administrative Coordinator II
Community Assistance
110 West Rich Avenue
Deland, FL 32720
Office: 386-736-5955 Ext. 12962
Email: AHartsfield@volusia.org



CITY OF ORMOND BEACH

P.O. Box 277 • 22 South Beach Street • Ormond Beach, FL 32175-0277 • (386) 871-8232 • Fax (386) 676-3330
bill.partington@ormondbeach.org

Bill Partington
Mayor

April 29, 2021

Mr. Clyde Smith, FCCM
Government Operations Consultant I
Florida Department of Law Enforcement
Office of Criminal Justice Grants
PO Box 1489
Tallahassee, FL 32302

Dear Mr. Smith:

In compliance with State of Florida Rule 11D-9, F.A.C., the City of Ormond Beach approves the distribution of \$129,365 of Federal Fiscal Year 2020/21 Edward Byrne Memorial Justice Assistance Grant (JAG) County-wide program for the following projects within Volusia County.

Sub-award Recipient	Contractor & Title of Project	Amount
County of Volusia	SMA Healthcare, Inc. – Adult Drug Court Program	\$100,782
County of Volusia	The House Next Door – Success by Design Program	\$28,583
	Total	\$129,365

Sincerely,



Mayor Bill Partington
City of Ormond Beach



Date



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CITY OF ORMOND BEACH

City Manager • 22 S. Beach Street • Ormond Beach • Florida • 32174 • (386) 676-3200 • Fax (386) 676-3384

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners
Through: Joyce A. Shanahan, City Manager
From: Steven Spraker, Planning Director
Date: May 18, 2021
Subject: Ormond Grande Final Plat

Commission Goal: Community Development - Other

Introduction

This is a request from Parker Mynchenberg, P.E., R.L.A, Manager of Ormond Grande, LLC, for final plat approval of 11.86± acres for the Ormond Grande subdivision of 61 lots. The subdivision consists of a 1.90± acre industrial parcel, an 8.2± acre residential multi-family townhome unit, and the preservation of wetlands in a 1.7± acre land area. The property is located at 1255 North U.S. Highway 1 and Volusia County parcel number 4206-00-00-0020.

Background

The Ormond Grande project started construction in 2007 and was placed on hold as the recession occurred. The previous construction activities included clearing, grading, stormwater and utility improvements. The Ormond Grande project of 11.86± acres has three (3) land areas that include:

1. **Area 1:** An industrial land area of approximately 1.90 acres with a land use designation of "Light Industrial/Utilities" and a zoning designation of I-1 (Light Industrial). The industrial parcel includes lands at 1255 North U.S. Highway 1 and a portion of parcel 4206-00-00-0020.
2. **Area 2:** A land area that includes 60 multi-family townhomes on approximately 8.2 acres and associated site improvements. The land areas have a land use designation of "Medium Density Residential" and zoning of Planned Residential Development. The Planned Residential Development was approved on December 15, 2020 through Ordinance No. 2020-53, with the project's Development Order also approved on December 15, 2020 through Ordinance No. 2020-54.
3. **Area 3:** A land area consisting of approximately 1.7 acres of wetlands where no development is proposed. This land area is a part of parcel 4206-00-00-0020 and has a land use designation of "Open Space/Conservation" and a zoning designation of SE (Special Environmental).

The preliminary plat was approved on December 1, 2020 through Resolution No. 2020-189. The site engineering permit for the subdivision improvements was issued on January 12, 2021. **The recordation of the final plat can occur in one of two methods.**

The first method occurs when all of the subdivision improvements are completed and accepted by the Site Plan Review Committee; then the final plat can be recorded. The applicant has indicated that the subdivision improvements should be completed in early June.

The second method is to record the plat while completing the subdivision infrastructure improvements. Under the second method, the applicant shall be required to post a performance guarantee to ensure that the remaining subdivision improvements are completed.

Final plats are subject to review and approval by the Site Plan Review Committee, a Florida licensed surveyor acting on behalf of the City, and the City Attorney's office. The subject plat has been reviewed and determined acceptable. The proposed plat is consistent with the preliminary plat previously approved and the overall Planned Residential Development.

Budget Impact

There is no budget impact as the result of the final plat application.

Citizen Impact

The final plat is the last action of the subdivision approval process and is a technical review of the subdivision of land to verify consistency with the Planned Development and Preliminary Plat. The subdivision underwent a neighborhood meeting and public hearing for the Planned Residential Development zoning designation. No citizen impact is anticipated as the result of the final plat.

Recommendation

It is recommended that the City Commission **APPROVE** the final plat for 61 lots for the Ormond Grande subdivision. The final plat is consistent with the approved Planned Residential Development zoning and preliminary plat.

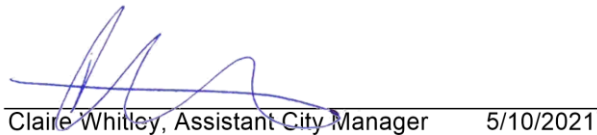
Attachments:

- 21-18 Ormond Grande Final Plat (P21-0052G) (PDF)
- Exhibit A, final plat (PDF)
- Ormond_Grande_Plat_AERIAL (PDF)

- Ormond Grande Articles of Inc executed 12-9-20 (PDF)

REVIEWED BY:


Kelly McGuire, Finance Director 4/23/2021


Claire Whitley, Assistant City Manager 5/10/2021

APPROVED BY:


Joyce A. Shanahan, City Manager 5/11/2021

ORDINANCE NO. 2021-18

AN ORDINANCE APPROVING THE FINAL PLAT FOR THE
“ORMOND GRANDE” SUBDIVISION, A PLANNED
RESIDENTIAL DEVELOPMENT; ESTABLISHING
CONDITIONS AND EXPIRATION DATE OF APPROVAL;
AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, on December 15, 2020, the City Commission approved Ordinance 2020-53 amending the Official Zoning Map of 8.2 acres located southeast of 1255 North U.S. Highway 1, a portion of Volusia County parcel number 4206-00-00-0020, from R-5 (Multi-Family Medium Density) to PRD (Planned Residential Development), and

WHEREAS, on December 15, 2020, the City Commission approved Ordinance 2020-54 approving a Planned Residential Development to be known as “Ormond Grande” on approximately 8.2 acres generally located south and east of 1255 North U.S. Highway 1; authorizing the issuance and execution of a Development Order for sixty (60) multi-family townhouse units and associated site improvements, which Ordinance and Development Order are recorded in the public records of Volusia County, Florida in Official Records Book 7960, at Pages 4419 through 4448, inclusive, and

WHEREAS, the Ormond Grande project includes a 1.90 acre land area that has a zoning of I-1 (Light Industrial) and a 1.70 acre land area that has a zoning of SE (Special Environmental), and

WHEREAS, on December 1, 2020, the City Commission approved Resolution 2020-189 authorizing a preliminary plat for a 61 lot subdivision consisting of one (1) industrial parcel and sixty (60) multifamily townhouses known as “Ormond Grande”, and

WHEREAS, on January 11, 2021, the City’s Site Plan Review Committee approved the subdivision construction plans. These plans detail the clearing/tree removal, protected areas, stormwater retention areas, the street grading plans, lot elevations, recreation area, and utilities, and

WHEREAS, on January 12, 2021, a site engineering permit was issued for the subdivision improvements, and

WHEREAS, the applicant desires to record the “Ormond Grande” plat and if the project construction has not yet been completed and accepted by the Site Plan Review Committee, the applicant shall provide a subdivision performance guarantee prior to recordation, and

WHEREAS, the final plat for the “Ormond Grande” subdivision has been reviewed by the City staff, City Surveyor, and by the Site Plan Review Committee and is recommended for approval subject to certain conditions, and

WHEREAS, the City Commission concurs with the recommendation of City staff, City Surveyor, and by the Site Plan Review Committee, now therefore,

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA:

SECTION ONE. The City Commission hereby approves final plat for the “Ormond Grande” subdivision, as depicted on Exhibit “A” attached hereto, subject to compliance with the following conditions prior to recordation of the final plat:

- (a) The project improvements shall either be completed and accepted by the Site Plan Review Committee or a performance bond for remaining construction improvements shall be in place; and
- (b) All applicable requirements of Chapter 177, *Florida Statutes*, shall be met.

SECTION TWO. In accordance with the requirements for development orders and building permits in Chapter 1, Article II, Section 1-14 of the *Land Development Code*; and where applicable, consistent with the concurrency requirements of Chapter 1, Article V, Section 1-37(4) of the *Land Development Code*, the approval granted shall automatically expire and become void unless the following condition is met:

- (a) The plat is recorded within eighteen (18) months of the date of approval by this Resolution, said date being December 1, 2022; and

SECTION THREE. This Ordinance shall take effect immediately upon its adoption.

PASSED UPON at the first reading of the City Commission, this 18th day of May, 2021.

PASSED UPON at the second reading of the City Commission, this 1st day of June, 2021.

BILL PARTINGTON
Mayor

ATTEST:

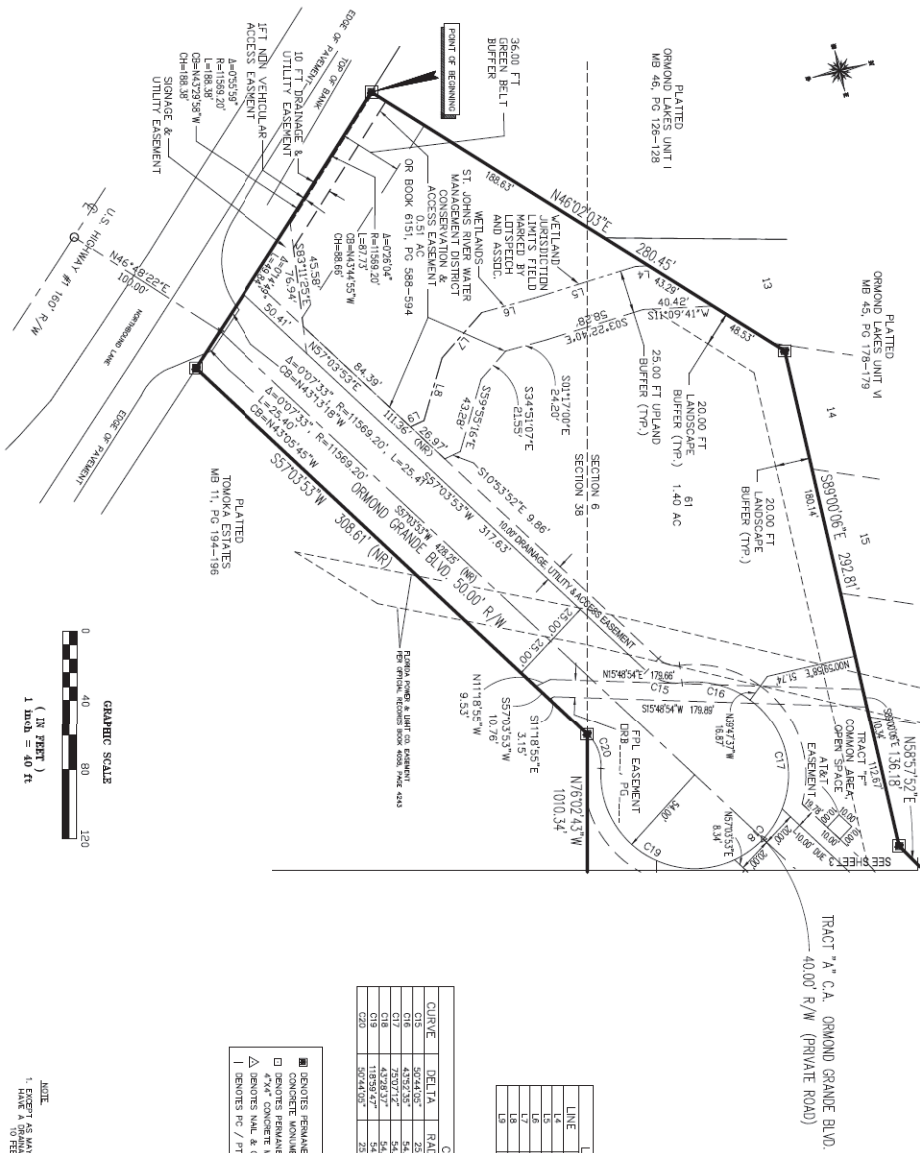
KATE SETTLE
City Clerk

PART OF SECTIONS 6 AND 38, TOWNSHIP 14 SOUTH, RANGE 32 EAST, CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

ORMOND GRANDE

MAP BOOK: --- PAGE: ---

Packet Pg. 333



LINE	BEARING	DISTANCE
1	S 17° 02' 43" W	100.34
2	S 17° 02' 43" W	100.34
3	S 17° 02' 43" W	100.34
4	S 17° 02' 43" W	100.34
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9	S 17° 02' 43" W	100.34
10	S 17° 02' 43" W	100.34

CURVE	DELTA	RADIUS	LENGTH	BEARING	CHORD
C15	50° 44' 00"	23.00	22.14	N 15° 14' 31" E	21.42
C16	47° 02' 35"	24.00	21.35	N 15° 14' 31" E	20.55
C17	25° 02' 17"	24.00	10.80	N 15° 14' 31" E	10.80
C18	47° 02' 35"	24.00	21.35	N 15° 14' 31" E	20.55
C19	118° 39' 47"	24.00	11.25	S 68° 18' 02" W	11.25
C20	50° 44' 00"	23.00	22.14	S 68° 18' 02" W	21.42

- DENOTES PERMANENT MONUMENT SET 4"x4"
- DENOTES PERMANENT REFERENCE MONUMENT FOUND
- △ DENOTES NAIL & CAP SET STAMPED PIN IS 3019
- DENOTES PG. / PT.

NOTE:
1. IF A SURVEY OF THE PROPERTY IS REQUIRED, THE SURVEY SHALL BE MADE BY A LICENSED SURVEYOR AND THE RESULTS SHALL BE FILED WITH THE COUNTY CLERK'S OFFICE.



SLUGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3301 NOVA ROAD
PORT ORANGE, FL 32127
LICENSED BUSINESS CERTIFICATION NO. 3019

LEGEND	
1	20.00' OR GREATER R/W
2	10.00' OR GREATER R/W
3	5.00' OR GREATER R/W
4	2.50' OR GREATER R/W
5	1.25' OR GREATER R/W
6	0.625' OR GREATER R/W
7	0.3125' OR GREATER R/W
8	0.15625' OR GREATER R/W
9	0.078125' OR GREATER R/W
10	0.0390625' OR GREATER R/W
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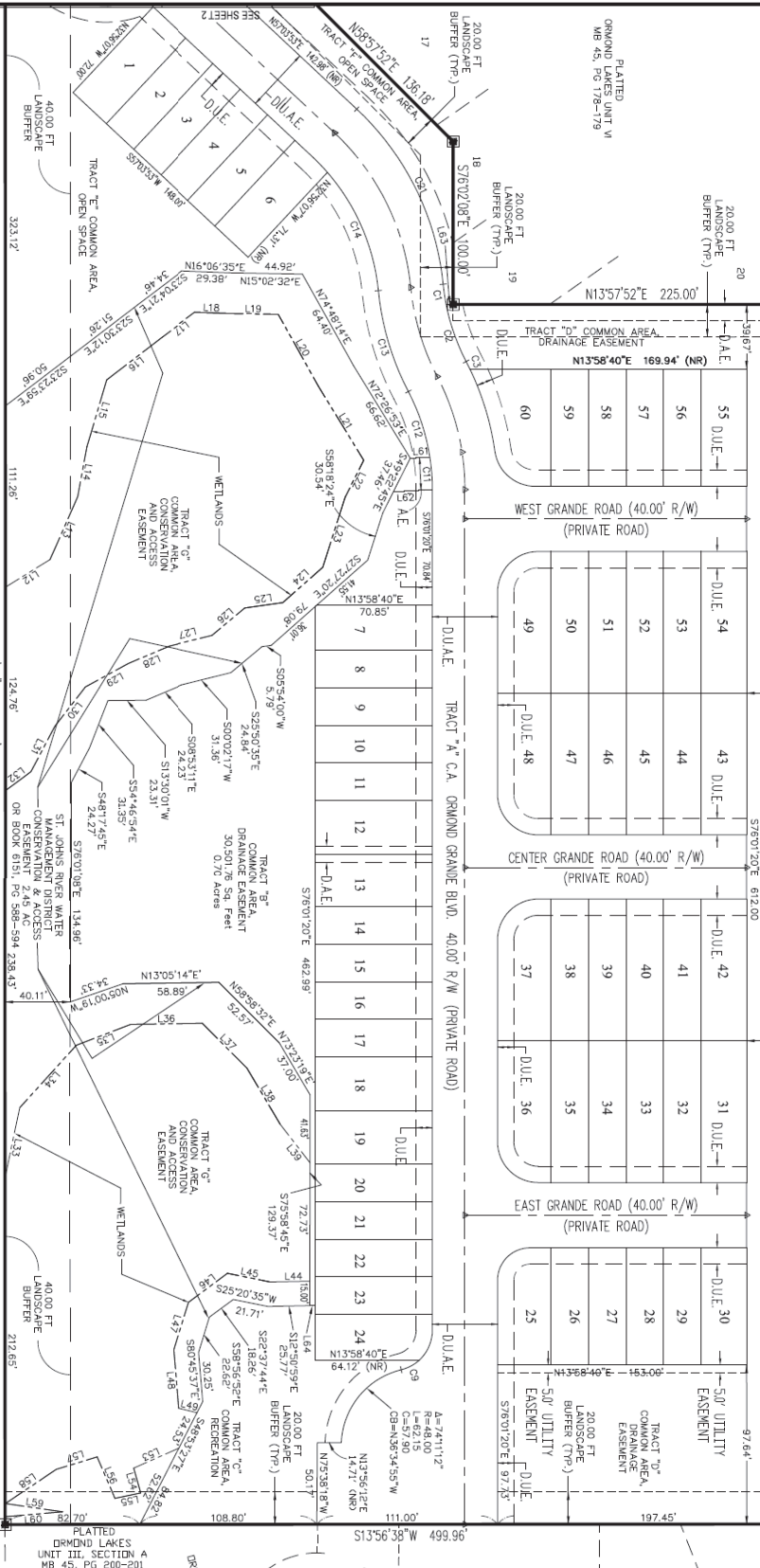
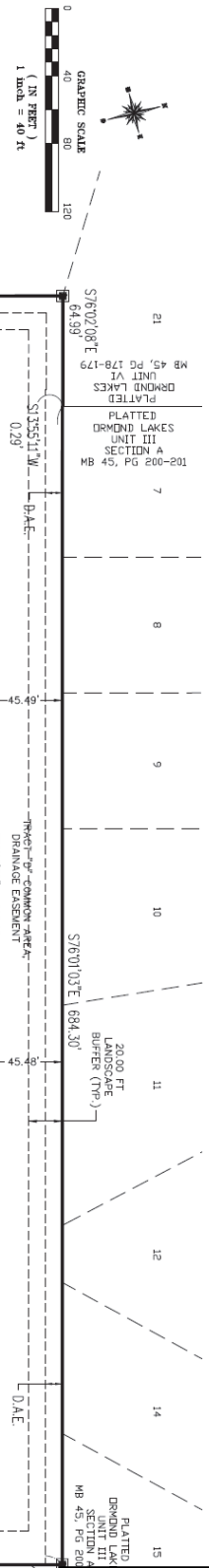
EXHIBIT "A"

Page 3 of 6

PART OF SECTIONS 6 AND 38, TOWNSHIP 14 SOUTH, RANGE 32 EAST, CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

ORMOND GRANDE

MAP BOOK: --- PAGE: ---



- LEGEND
- DENOTES PERMANENT REFERENCE MONUMENT SET 4"x4"
 - DENOTES PERMANENT REFERENCE MONUMENT FOUND
 - △ DENOTES NAIL & CAP SET STAMPED FROM LA 3018
 - △ DENOTES PC / PT

SUGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS

3921 NOKA ROAD
PORT ORMOND, FL 32067
LIC# 12550
LICENSED BUSINESS CERTIFICATION NO. 3019

LINE	BEARING	DISTANCE
1	S82°52'04"W	51.18
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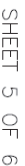
LINE	BEARING	DISTANCE
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SHEET 3 OF 6

Packet Pg. 334

MAP BOOK: PAGE:



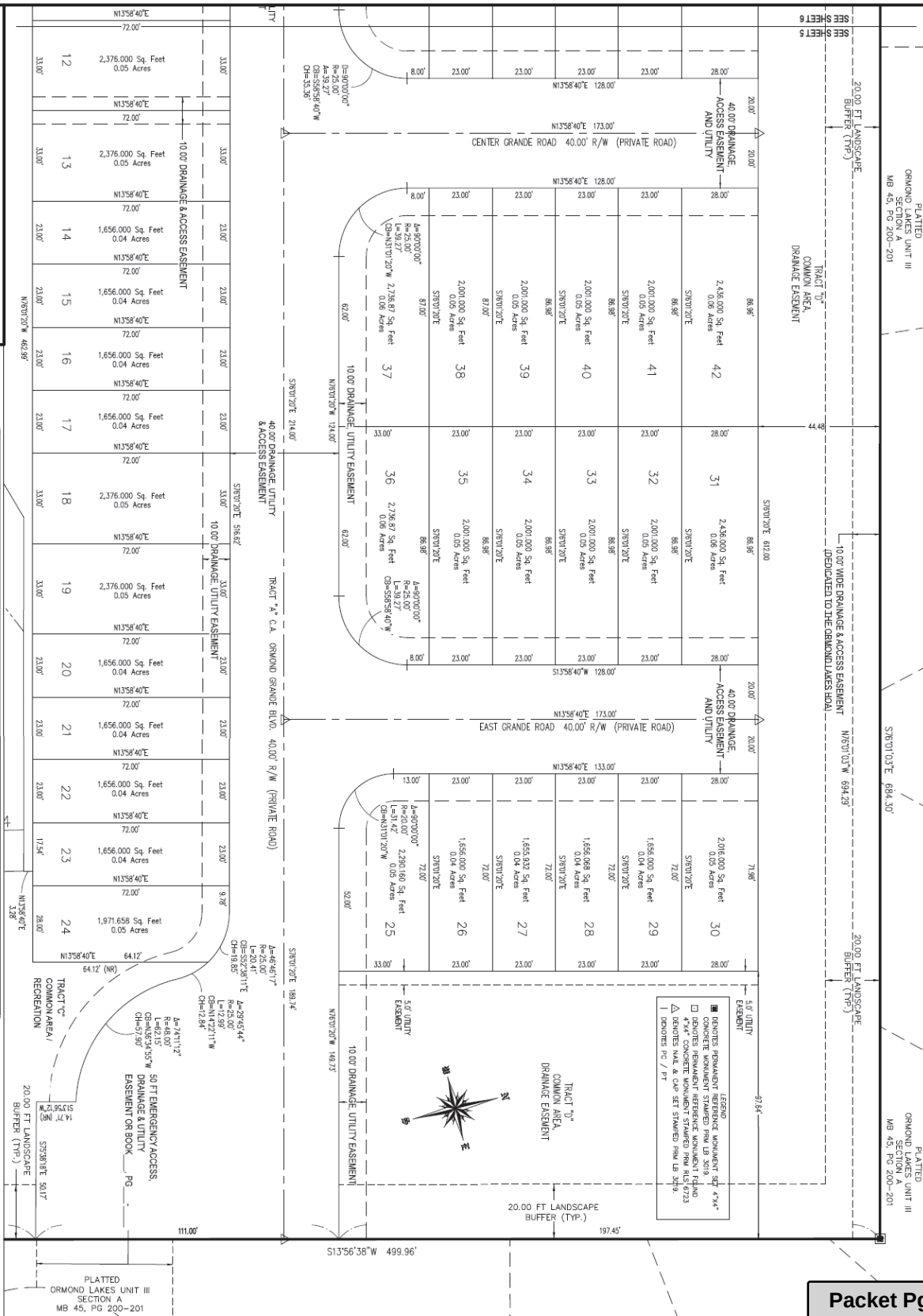


Page 6 of 6

PART OF SECTIONS 6 AND 38, TOWNSHIP 14 SOUTH, RANGE 32 EAST, CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK: PAGE:

Packet Pg. 337



SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS

3921 NOVA ROAD
PORT ORANGE, FL 32127
(386) 761-5365
LICENSED BUSINESS CERTIFICATION NO. 3019

LEGEND

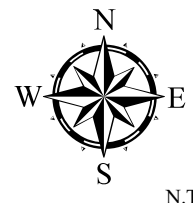
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SHEET 6 OF 6



**AERIAL MAP - ORMOND GRANDE
1255 NORTH U.S. HIGHWAY 1
AND PARCEL 4206-00-00-0020**

Prepared By: The City of Ormond Beach
G.I.S. Department - September 2, 2020





CITY OF ORMOND BEACH

City Manager • 22 S. Beach Street • Ormond Beach • Florida • 32174 • (386) 676-3200 • Fax (386) 676-3384

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners

Through: Joyce A. Shanahan, City Manager

From: Steven Spraker, Planning Director

Date: May 18, 2021

Subject: 101 East Granada Boulevard, Publix, Geometric Patterns

Commission Goal: Community Development - Other

Introduction

This is a request by Publix Super Markets, Inc. to allow geometric patterns for the north elevation of the building, as part of the renovation and re-painting of the building at 101 East Granada Boulevard.

Background

The property at 101 East Granada Boulevard is being redeveloped as a Publix Super Market. On November 3, 2020 a building permit for interior improvements was issued. Within this permit was an exterior renovation architectural sheet to revise the north façade of the existing building with geometric patterns. The geometric patterns proposed were not identified until exterior work started on the building. The geometric patterns are neutral in color and seek to provide interest to the building.

Discussion

The letter submitted by Director of Construction of Publix Super Markets, Inc. states, "Publix has acquired the previous Lucky's grocery store on Granada Blvd. and are excited to bring Publix's services and offerings to the community. With the acquisition of the site, Publix wanted to bring revitalization and energy and upgrading the façade was a major contributor to that goal. The current design works with the existing building by using patterning and stonework to 'break up the box' and provide visual interest along Granada Blvd. We were inspired by Publix's iconic aesthetic and felt the nod to the geometric icon was a great way to pay homage to the legacy of Publix. Combining the geometric pattern with a beach inspired color scheme creates a playful, modern take on one of Publix's signature mid-century designs. We feel our proposal will enhance the visual appeal of the site and truly welcome the community."

Section 2-68(3) of the Land Development Code states:

- (3) *Colors*. Colors of all building surfaces shall comply with the following requirements:
- a. Colors shall be earth tones and pastels. The selection of earth tones shall be in accordance with the definition provided in this Land Development Code. The selection of pastels shall be limited to those colors having a minimum white content of ninety percent (90%) (measured by spectrum, not volume). The requirement for earth tones and pastels shall not apply to colors commonly found in natural materials such as brick or stone, unless such material has been artificially colored in a manner which would be contrary to the intent of these regulations.
 - b. Other colors, including pure white but excluding fluorescents, shall only be permitted as accent colors, not to exceed twenty percent (20%) of the surface area of any one (1) elevation.
 - c. A color or color scheme which is directly inherent to a unique recognized architectural style, but not otherwise in compliance with this section may be permitted through the special exception review process.
 - d. Building colors shall be consistent around the entire building.
 - e. **Stripes and geometric patterns shall be specifically prohibited. Stripes and geometric patterns may be approved by the city commission where there are extensive areas of facade, the patterns are part of an overall architectural theme, and the colors are subtle.**
 - f. A paint permit shall be required prior to the painting or repainting of any structure.

The applicant has requested that the City Commission approve the geometric pattern as allowed for in subsection (e) above. Planning staff has previously acknowledged the difficulty in breaking up the building mass of larger existing buildings. The City Commission has previously approved geometric patterns and lighting design for buildings at 621 South Atlantic Avenue (Casa del Mar), 505 South Atlantic Avenue (Lotus Inn & Suites), 485 South Atlantic Avenue (The Maverick Resort), and 507 South Atlantic Avenue (Chateau Mar Beach Resort). In Planning Department staff's review, there is no objection to the geometric patterns located on the building's facade. The geometric patterns are designed to break up a large wall and provide visual interest to the building.

Budget Impact

There is no budget impact associated with the request to allow geometric patterns on the existing building.

Citizen Impact

The Land Development Code establishes a process to allow business and property owners to seek alternatives to the standard Land Development Code color regulations,

including geometric patterns. Past projects have successfully implemented geometric patterns with positive aesthetic results. Planning staff believe that the building renovations will have positive citizen and visitor impacts to update the existing building.

Recommendation

It is recommended that the City Commission **APPROVE** the requested geometric patterns at 101 East Granada Boulevard as shown in the attached resolution.

Attachments:

- 21-91 Publix (P21-0054G) (PDF)
- Exhibit A, 101 East Granada Boulevard (PDF)
- Building Pictures (PDF)
- 101 EGB, Aerial exhibit (PDF)

REVIEWED BY:


Kelly McGuire, Finance Director 4/23/2021


Claire Whitley, Assistant City Manager 5/10/2021

APPROVED BY:


Joyce A. Shanahan, City Manager 5/11/2021

RESOLUTION NO. 2021-91

A RESOLUTION APPROVING THE USE OF GEOMETRIC PATTERNS ON THE FACADE OF THE "PUBLIX" AT 101 EAST GRANADA BOULEVARD; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, Publix Super Markets, Inc., a Florida Limited Partnership (the "Applicant") has requested City Commission approval to allow the use of geometric patterns on the facade of the front elevation facing East Granada Boulevard, on the north elevations of the proposed "Publix" located at 101 East Granada Boulevard, and

WHEREAS, Paragraph (3), Colors of Section 3-68, General design criteria, Chapter 3, Performance Standards of Article VI, Architectural Design, of the *Land Development Code* requires approval by the City Commission where there are extensive areas of facade, the patterns are part of an overall architectural theme, and the colors are subtle, now therefore,

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. The City Commission hereby finds that the Applicant has met the criteria set forth in the *Land Development Code* and approves the use of geometric patterns on the façade of the front elevation facing East Granada Boulevard, on the north elevations of the proposed "Publix" located at 101 East Granada Boulevard, as depicted on Exhibit "A" attached hereto and incorporated herein by reference.

SECTION TWO. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED this 18th day of May, 2021.

BILL PARTINGTON
Mayor

ATTEST:

KATE SETTLE
City Clerk

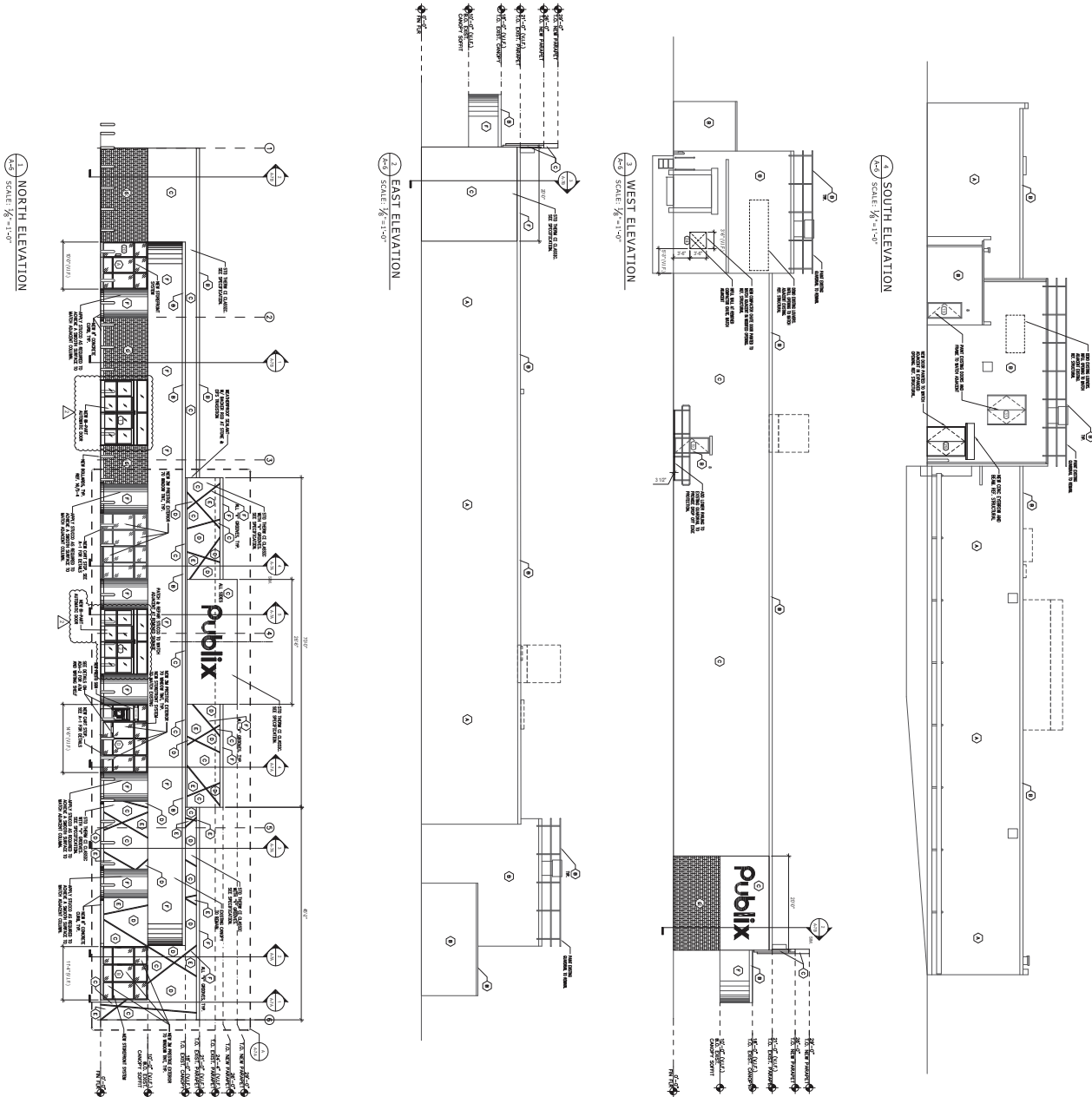
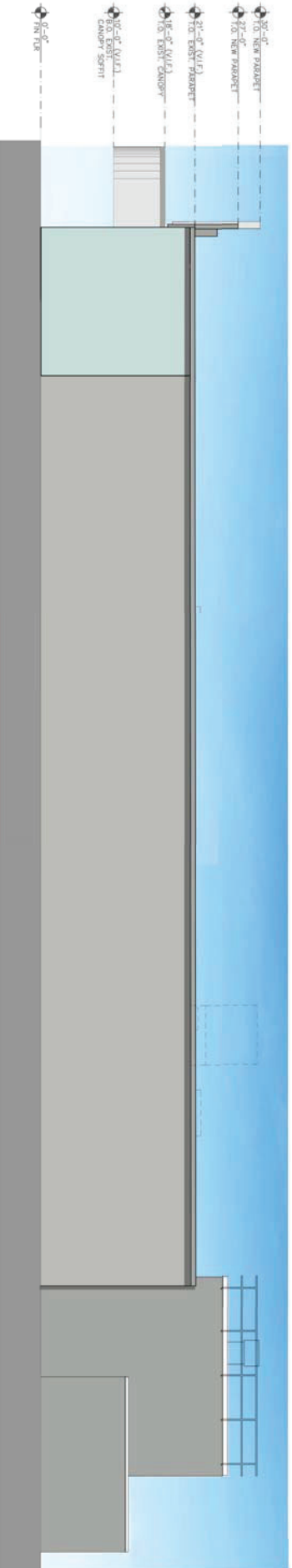
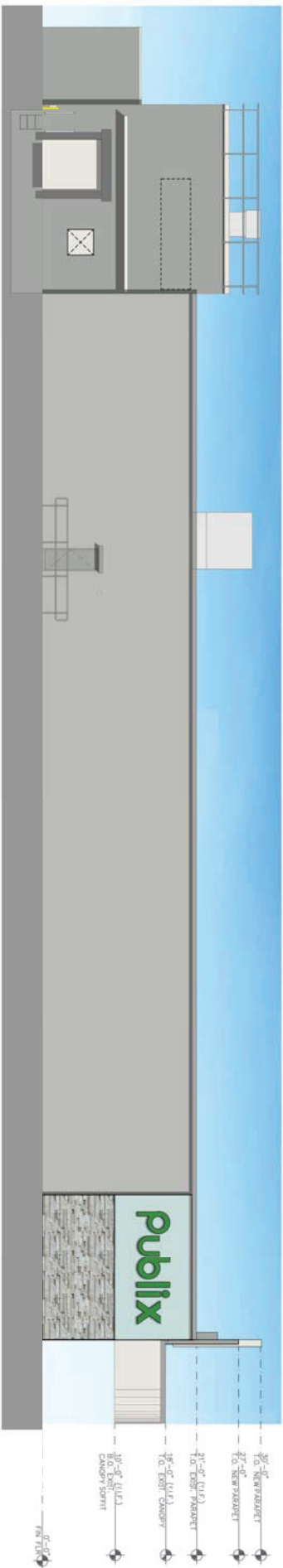
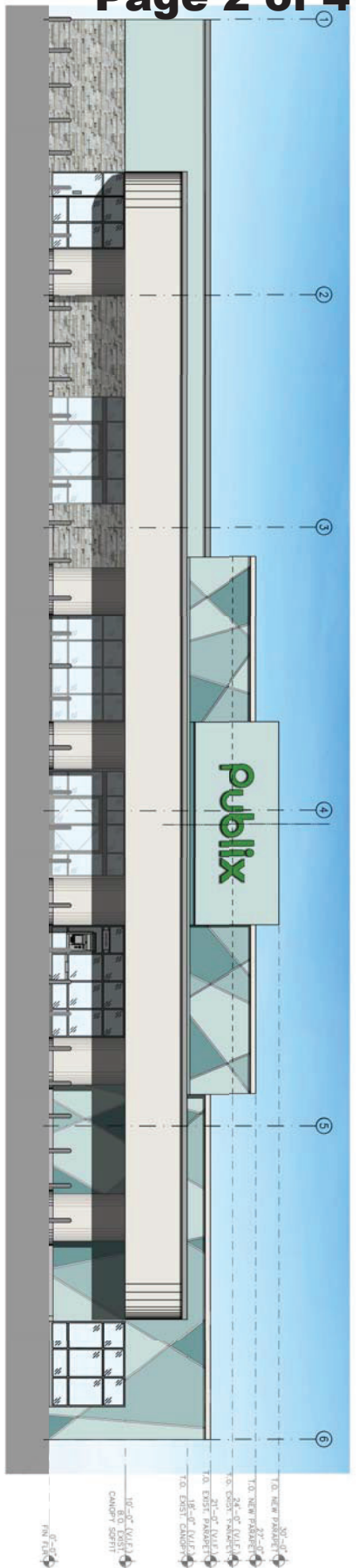
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Exhibit "A"

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Publix Store 1755

Publix at Halifax

101 E Granada Blvd.

Ormond Beach, FL 32176

02.24.2021

A photograph of a modern, single-story building with a flat roof and large windows. The building has a light blue and white facade. A green palm tree is visible in the foreground on the right. A red sign is posted on a chain-link fence in the foreground on the left. The sky is clear blue.

A photograph of a modern, single-story building with a flat roof and large windows. The building has a light blue and white facade. A green palm tree is visible in the foreground on the right. A red sign is posted on a chain-link fence in the foreground on the left. The sky is clear blue.

EXHIBIT "A"
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101 East Granada Boulevard

