

**LAKE POWELL  
RESIDENTIAL GOLF  
COMMUNITY DEVELOPMENT  
DISTRICT**

**REGULAR MEETING AGENDA**

**May 6, 2019**

# Lake Powell Residential Golf Community Development District

## OFFICE OF THE DISTRICT MANAGER

2300 Glades Road, Suite 410W • Boca Raton, Florida 33431

Phone: (561) 571-0010 • Fax: (561) 571-0013 • Toll-Free: (877) 276-0889

April 29, 2019

**ATTENDEES:**

Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.

Board of Supervisors

Lake Powell Residential Golf Community Development District

Dear Board Members:

A Regular Meeting of the Lake Powell Residential Golf Community Development District's Board of Supervisors will be held on May 6, 2019, at 6:00 p.m., Central Time, at the Boat House, 1110 Prospect Promenade, Panama City Beach, Florida 32413. The agenda is as follows:

1. Call to Order/Roll Call
2. Consent Agenda Items
  - A. Approval of Unaudited Financial Statements as of March 31, 2019
  - B. Approval of March 4, 2019 Regular Meeting Minutes
3. Consideration of Response to RFP for Emergency-Disaster Debris Removal Services
  - A. RFP Package
  - B. Affidavit/Proof of Publication
  - C. Respondent
    - Custom Tree Care, Inc.
  - D. Ranking
  - E. Authorization to Engage Respondent
4. Consideration of Resolution 2019-03, Approving a Proposed Budget for Fiscal Year 2019/2020 and Setting a Public Hearing Thereon Pursuant to Florida Law; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing an Effective Date
5. Discussion: Homeowner Improvements
  - A. POA/ARB Standards
  - B. CDD VNB and Natural Areas

6. Staff Reports
  - A. Ecologist: *Cypress Environmental of Bay County, LLC*
    - Status Report
    - Update: VNB Encroachment Violation
  - B. District Counsel: *Burke Blue*
    - Update: Water Conveyance to PCB
  - C. District Engineer: *McNeil Carroll Engineering, Inc.*
    - Update: Roads and Bridges
  - D. District Manager: *Wrathell, Hunt and Associates, LLC*
    - i. 375 Registered Voters in District as of April 15, 2019
    - ii. NEXT MEETING DATE: September 4, 2019 at 6:00 p.m., Central Time
7. Open Items
8. Public Comments
9. Supervisors' Requests
10. Adjournment

Should you have any questions, please do not hesitate to contact me directly at (904) 386-0186.

Sincerely,

  
Howard McGaffney  
District Manager

<p><b><u>FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE</u></b> <b>CALL IN NUMBER: 1-888-354-0094</b> <b>CONFERENCE ID: 7491428</b></p>
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**LAKE POWELL  
RESIDENTIAL GOLF  
COMMUNITY DEVELOPMENT DISTRICT**

**2A**

**LAKE POWELL RESIDENTIAL GOLF  
COMMUNITY DEVELOPMENT DISTRICT  
FINANCIAL STATEMENTS  
UNAUDITED  
MARCH 31, 2019**

**LAKE POWELL RESIDENTIAL GOLF  
COMMUNITY DEVELOPMENT DISTRICT  
BALANCE SHEET  
GOVERNMENTAL FUNDS  
MARCH 31, 2019**

	General Fund	Debt Service Fund Series 2012	Total Funds
<b>ASSETS</b>			
Operating accounts			
BB&T	\$ 157,686	\$ -	\$ 157,686
Wells Fargo - operating	230,012	-	230,012
Centennial Bank	256,284	-	256,284
FineMark			
Designated - stormwater compliance	127,064	-	127,064
Undesignated	122,063	-	122,063
FineMark - ICS	731,768	-	731,768
Investments			
Revenue	-	312,562	312,562
Reserve	-	210,268	210,268
Prepayment A	-	51,055	51,055
Due from governmental funds			
General fund	-	36,936	36,936
Other governments*	71,388	-	71,388
Deposits	225	-	225
Total assets	<u>\$ 1,696,490</u>	<u>\$ 610,821</u>	<u>\$ 2,307,311</u>
<b>LIABILITIES &amp; FUND BALANCES</b>			
Liabilities:			
Accounts payable	\$ 29	\$ -	\$ 29
Due to governmental funds			
Debt service	36,936	-	36,936
Total liabilities	<u>36,965</u>	<u>-</u>	<u>36,965</u>
Fund balances:			
Committed			
Disaster	250,000	-	250,000
District bridge projects	50,000	-	50,000
Road project 2022	150,000	-	150,000
Stormwater system upgrades	250,000	-	250,000
Restricted for:			
Debt service	-	610,821	610,821
Assigned to:			
3 months working capital	181,636	-	181,636
Unassigned	777,889	-	777,889
Total fund balances	<u>1,659,525</u>	<u>610,821</u>	<u>2,270,346</u>
Total liabilities and fund balances	<u>\$ 1,696,490</u>	<u>\$ 610,821</u>	<u>\$ 2,307,311</u>

\*This receivable relates to the Revenue Certificate agreement with the City of Panama City Beach which sunsets February 20, 2022.

**LAKE POWELL RESIDENTIAL GOLF  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
GENERAL FUND  
FOR THE PERIOD ENDED MARCH 31, 2019**

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy	\$ 13,052	\$ 425,296	\$ 539,496	79%
Interest & miscellaneous	426	1,713	1,000	171%
Total revenues	<u>13,478</u>	<u>427,009</u>	<u>540,496</u>	79%
<b>EXPENDITURES</b>				
<b>Administrative</b>				
Supervisors	-	646	12,918	5%
Management	2,545	15,271	30,542	50%
Accounting	900	5,398	10,796	50%
Assessment roll preparation	1,185	7,113	14,225	50%
Audit	-	4,000	7,200	56%
Legal	4,320	4,320	6,200	70%
Engineering	1,496	1,102	18,000	6%
Postage	215	242	1,775	14%
Telephone	88	525	1,050	50%
Website maintenance	-	-	750	0%
Insurance	-	6,756	6,400	106%
Printing and binding	125	750	1,500	50%
Legal advertising	527	1,058	2,500	42%
Other current charges	23	175	500	35%
Office supplies	-	-	500	0%
Special district annual fee	-	175	175	100%
Trustee	-	-	7,431	0%
Arbitrage	-	-	1,200	0%
Dissemination agent	83	500	1,000	50%
ADA website compliance	-	139	-	N/A
Total administrative	<u>11,507</u>	<u>48,170</u>	<u>124,662</u>	39%

**LAKE POWELL RESIDENTIAL GOLF  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
GENERAL FUND  
FOR THE PERIOD ENDED MARCH 31, 2019**

	Current Month	Year to Date	Budget	% of Budget
<b>Security</b>				
Contractual rangers	12,575	61,850	165,314	37%
Total security	12,575	61,850	165,314	37%
<b>Lake wetland &amp; upland monitoring</b>				
Mitigation and monitoring				
Prescribed fires and gyro mulching	-	26,400	46,050	57%
Ecologist	3,455	11,150	27,980	40%
Total lake wetland & upland monitoring	3,455	37,550	74,030	51%
<b>Roadway services</b>				
Roadway repairs and maintenance	-	10,975	25,000	44%
Bridge repairs and maintenance	-	-	25,000	0%
Landscape maintenance	-	5,391	-	N/A
Landscape maintenance - Wild Heron Way - onsite	-	72,559	60,000	121%
Mulch & seasonal color	-	-	20,000	0%
Storm cleanup	-	79,380	-	N/A
Total roadway services	-	168,305	130,000	129%
<b>Stormwater management</b>				
Operations	-	29	17,250	0%
Stormwater system repairs	-	-	18,000	0%
Total stormwater management	-	29	35,250	0%
<b>Other charges</b>				
Tax collector	261	8,506	11,240	76%
Total other charges	261	8,506	11,240	76%
Total expenditures	27,798	324,410	540,496	60%
Excess/(deficiency) of revenues over/(under) expenditures	(14,320)	102,599	-	
Fund balances - beginning	1,673,845	1,556,926	1,319,438	
Fund balances - ending				
Committed				
Disaster	250,000	250,000	250,000	
District bridge projects	50,000	50,000	50,000	
Road project 2022	150,000	150,000	150,000	
Storm system upgrades	250,000	250,000	250,000	
Assigned				
3 months working capital	181,636	181,636	181,636	
Unassigned	777,889	777,889	437,802	
Fund balances - ending	\$1,659,525	\$1,659,525	\$1,319,438	



**LAKE POWELL RESIDENTIAL GOLF  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE FUND SERIES 2012  
FOR THE PERIOD ENDED MARCH 31, 2019**

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy	\$ 10,421	\$ 339,597	\$ 430,787	79%
Interest	-	2,370	-	N/A
Total revenues	<u>10,421</u>	<u>341,967</u>	<u>430,787</u>	79%
<b>Debt service</b>				
Principal	-	190,000	190,000	100%
Interest	-	111,931	218,875	51%
Total debt service	<u>-</u>	<u>301,931</u>	<u>408,875</u>	74%
<b>Other charges</b>				
Tax collector	208	6,792	8,975	76%
Total other charges	<u>208</u>	<u>6,792</u>	<u>8,975</u>	76%
Total expenditures	208	308,723	417,850	74%
Excess/(deficiency) of revenues over/(under) expenditures	10,213	33,244	12,937	
Fund balance - beginning	600,608	577,577	591,647	
Fund balance - ending	<u>\$ 610,821</u>	<u>\$ 610,821</u>	<u>\$ 604,584</u>	

**LAKE POWELL RESIDENTIAL GOLF  
COMMUNITY DEVELOPMENT DISTRICT  
AMORTIZATION SCHEDULE - SERIES 2012  
\$5,160,000**

Date	Principal	Interest Rate	Interest	Total Principal & Interest
11/01/2015	\$ 165,000.00	5.250%	\$ 127,387.50	\$ 292,387.50
05/01/2016	-	-	123,056.25	123,056.25
11/01/2016	175,000.00	5.250%	123,056.25	298,056.25
05/01/2017	-	-	118,462.50	118,462.50
11/01/2017	185,000.00	5.250%	118,462.50	303,462.50
05/01/2018	-	-	113,606.25	113,606.25
11/01/2018	195,000.00	5.250%	113,606.25	308,606.25
05/01/2019	-	-	108,487.50	108,487.50
11/01/2019	205,000.00	5.250%	108,487.50	313,487.50
05/01/2020	-	-	103,106.25	103,106.25
11/01/2020	215,000.00	5.250%	103,106.25	318,106.25
05/01/2021	-	-	97,462.50	97,462.50
11/01/2021	225,000.00	5.250%	97,462.50	322,462.50
05/01/2022	-	-	91,556.25	91,556.25
11/01/2022	235,000.00	5.250%	91,556.25	326,556.25
05/01/2023	-	-	85,387.50	85,387.50
11/01/2023	250,000.00	5.750%	85,387.50	335,387.50
05/01/2024	-	-	78,200.00	78,200.00
11/01/2024	265,000.00	5.750%	78,200.00	343,200.00
05/01/2025	-	-	70,581.25	70,581.25
11/01/2025	280,000.00	5.750%	70,581.25	350,581.25
05/01/2026	-	-	62,531.25	62,531.25
11/01/2026	295,000.00	5.750%	62,531.25	357,531.25
05/01/2027	-	-	54,050.00	54,050.00
11/01/2027	310,000.00	5.750%	54,050.00	364,050.00
05/01/2028	-	-	45,137.50	45,137.50
11/01/2028	330,000.00	5.750%	45,137.50	375,137.50
05/01/2029	-	-	35,650.00	35,650.00
11/01/2029	350,000.00	5.750%	35,650.00	385,650.00
05/01/2030	-	-	25,587.50	25,587.50
11/01/2030	370,000.00	5.750%	25,587.50	395,587.50
05/01/2031	-	-	14,950.00	14,950.00
11/01/2031	390,000.00	5.750%	14,950.00	404,950.00
05/01/2032	-	-	3,737.50	3,737.50
11/01/2032	130,000.00	5.750%	3,737.50	133,737.50
Total	<u>\$ 4,570,000.00</u>		<u>\$ 2,590,487.50</u>	<u>\$ 7,160,487.50</u>

**LAKE POWELL RESIDENTIAL GOLF  
COMMUNITY DEVELOPMENT DISTRICT  
RECONCILIATION OF STORMWATER COMPLIANCE MONIES  
MARCH 31, 2019**

<b>Beginning balance</b>		\$ 218,317.74
Kossen		
Invoice #54115	(8,040.75)	
Invoice #55223	(8,040.75)	
Invoice #55961	(8,040.75)	
Invoice #55964	<u>(3,233.00)</u>	(27,355.25)
Panhandle Engineering		
Invoice #60503-1/19	(1,450.00)	
Invoice #60503-1/20	(2,900.00)	
Invoice #60521/01	(1,800.00)	
Invoice #60521/02	(500)	
Invoice #60521/03	(1,000)	
Invoice #60521/04	(500)	
Invoice #60521/07	(3,500)	
Invoice #60521/08	(8,835)	
Invoice #60521/09	(39,289)	
Invoice #60521/11	<u>(2,000)</u>	(61,774.00)
The Service House		
Invoice #60396	(291.69)	
Invoice #60397	<u>(291.69)</u>	(583.38)
Shark's Tooth Golf Club		
Invoice #60947	(3,180.00)	
Credit memo #63609	<u>908.46</u>	(2,271.54)
Interest income	848.51	
Bank charges	<u>(118.34)</u>	730.17
Remaining available monies		<u><u>\$ 127,063.74</u></u>

**LAKE POWELL RESIDENTIAL GOLF  
COMMUNITY DEVELOPMENT DISTRICT  
REVENUE CERTIFICATES RECEIVABLE**

<b>Payment Date</b>	<b>Property Location</b>	<b>Water</b>	<b>Sewer</b>	<b>Total</b>	<b>Balance Due</b>	<b>WO #</b>
					232,615.41	
3/23/2006	TURTLE COVE CIR, 209	215.69	826.32	1,042.01		7951
	SALAMANDER TRL, 1401-1407	813.20	2,915.47	3,728.67		7984
	SALAMANDER TRL, 1409-1415	813.20	2,915.47	3,728.67		7985
	SALAMANDER TRL, 1417-1423	813.20	2,915.47	3,728.67		7986
	SALAMANDER TRL, 1400-1406	813.20	2,915.47	3,728.67		8962
	SALAMANDER TRL, 1408-1414	813.20	2,915.47	3,728.67		8963
	SALAMANDER TRL, 1416-1422	813.20	2,915.47	3,728.67		8964
	MATCH PT LN, 1506-10 12-16 13-15	1,900.30	7,090.55	8,990.85	200,210.54	8968
5/15/2006	WILD HERON WAY, 823	217.00		217.00		8072
	WILD HERON WAY, 1436	68.20	311.36	379.56	199,613.98	8084
8/3/2006	TURTLE COVE, 300	647.06	894.25	1,541.31	198,072.67	8097
9/13/2006	BAYFLOWER , 1619 LOT B1-10	313.10	1,146.38	1,459.48	196,613.19	8276
7/30/2007	MARSH RABBIT RUN, 22105	294.50	976.54	1,271.04		8431
	GREEN TURTLE LN, 3306	464.48	962.39	1,426.87		8535
	SALAMANDER TR, 1518 1532	616.90	2,137.07	2,753.97		8570
	SALAMANDER TR, 1562 60 64 70	778.10	2,589.96	3,368.06	187,793.25	8595
1/9/2012	SALAMANDER TR, 1516	226.30	835.02	1,061.32		10138
	SALAMANDER TR, 1530	179.80	622.72	802.52		10139
	SALAMANDER TR, 1534	179.80	622.72	802.52	185,126.89	10140
2/17/2012	LOST COVE, 1721	179.80	622.72	802.52		10249
6/29/2012	SHARKSTOOTH TRL, LOT AV-9	226.30	835.02	1,061.32	183,263.05	10364
7/16/2012	SALAMANDER TRL, 1522	226.30	835.02	1,061.32		10374
	SALAMANDER TRL, 1546	226.30	835.02	1,061.32		10375
	SALAMANDER TRL, 1566	226.30	835.02	1,061.32		10376
7/23/2012	PROSPECT PROMENADE, 1206	226.30	835.02	1,061.32	179,017.79	10381
12/18/2012	LITTLE HAWK DR, 1515	182.90	636.88	819.78		10509
12/20/2012	LOST COVE LN, 1608	260.40	905.78	1,166.18		10511
1/28/2013	SALAMANDER TRL, 1335	170.50	580.27	750.77		10536
2/4/2013	SALAMANDER TRL, 1501	143.79	498.06	641.85		10541
2/4/2013	SKIMMER CT, 1702	176.02	645.21	821.23		10542
2/4/2013	SKIMMER CT, 1710	143.79	498.06	641.85		10544
2/11/2013	SKIMMER CT, 1715	195.30	693.49	888.79		10551
2/11/2013	SALAMANDER TRL, 1116	170.50	580.27	750.77		10552
2/11/2013	SALAMANDER TRL, 1503	170.50	580.27	750.77		10553
2/25/2013	SKIMMER CT, 1709	210.80	764.25	975.05	171,785.83	10559
3/20/2013	SKIMMER CT, 1711	195.30	693.49	888.79		10598
4/22/2013	SKIMMER CT, 1713	155.00	509.50	664.50		10644
5/15/2013	WILD HERON, LOT A1-34	347.20	1,245.45	1,592.65	167,664.85	10669
7/23/2013	SKIMMER CT, 1704	155.00	509.50	664.50	167,000.35	10717
4/4/2014	SHARKSTOOTH TRL, 1602	300.70	1,004.85	1,305.55		10874
	MEADOWLARK WAY, 1603	260.40	905.78	1,166.18		10875
	SKIMMER CT. 1071	186.00	651.03	837.03		10879
	DUNE LAKE TRL, 1523	210.80	764.25	975.05		10969
	SKIMMER CT, 1706	195.30	693.49	888.79		11071
	SMIMMER CT, 1703	155.00	509.50	664.50		11072

**LAKE POWELL RESIDENTIAL GOLF  
COMMUNITY DEVELOPMENT DISTRICT  
REVENUE CERTIFICATES RECEIVABLE**

<b>Payment Date</b>	<b>Property Location</b>	<b>Water</b>	<b>Sewer</b>	<b>Total</b>	<b>Balance Due</b>	<b>WO #</b>
	TURTLEBACK TRL, 1416	155.00	509.50	664.50		11073
	LITTLE HAWK DR, 1505	210.80	764.25	975.05		11080
	SKIMMER CT, 1707	195.30	693.49	888.79	158,634.93	11082
6/3/2014	LITTLE HAW LN, 1511	179.80	622.72	802.52		11095
	SHARKS TOOTH TRL, 1601	195.30	693.49	888.79		11134
	SKIMMER CT, 1705	155.00	509.50	664.50	156,279.12	11135
8/5/2014	LOST COVE LN, 1723	195.30	693.49	888.79		11189
	LOST COVE LN, 1732	204.60	735.95	940.55	154,449.79	11223
10/24/2014	LITTLE HAWK LN, 1501	204.60	735.95	940.55		11259
	EGRET LN, 1408	204.60	735.95	940.55		11260
	MEADOWLARK WAY, 1618	266.60	905.78	1,172.38		11277
	LITTLE HAWK LBM 1507	195.31	693.49	888.80		11304
	TURTLE BACK TRL, 22703	285.20	1,019.00	1,304.20		11315
	W WATEROAK BEND, 1214	241.80	905.78	1,147.58		11362
	SALAMANDER TRL, 1520	229.40	849.17	1,078.57	146,977.18	11370
2/12/2015	LITTLE HAWK LN, 1512	210.80	764.25	975.05		11422
	EGRET CT, 1406	210.80	764.25	975.05	145,027.08	11423
6/15/2015	FOX GLEN TRACE, 22207	241.80	905.78	1,147.58		11584
	LITTLE HAWK LN, 1503	235.60	877.47	1,113.07		11587
	LITTLE HAWK LN, 1509	285.20	1,103.92	1,389.12		11622
	SALAMANDER TRL, 1301	155.00	509.50	664.50		11632
	SKIMMER CT, 1708	176.70	608.57	785.27		11666
	SHARKS TOOTH TRL, 1607	193.38	724.45	917.82	139,009.73	11696
03/23/16	CITY OF PANAMA CITY	0.00	0.00	865.60	138,144.13	11698
05/30/16	CITY OF PANAMA CITY	0.00	0.00	743.49	137,400.64	
06/24/16	CITY OF PANAMA CITY	0.00	0.00	52,013.10	85,387.54	
07/28/16				1,438.72	83,948.82	
10/28/16				448.66	83,500.16	
02/28/17	CITY OF PANAMA CITY	0.00	0.00	1,643.59	81,856.57	
08/17/17	CITY OF PANAMA CITY	0.00	0.00	2,779.80	79,076.77	
01/24/18	CITY OF PANAMA CITY	0.00	0.00	3,818.94	75,257.83	
03/07/18	CITY OF PANAMA CITY	0.00	0.00	519.35	74,738.48	
05/30/18	CITY OF PANAMA CITY	0.00	0.00	2,473.61	72,264.87	
07/26/18	CITY OF PANAMA CITY	0.00	0.00	876.64	71,388.23	

**LAKE POWELL**  
**RESIDENTIAL GOLF**  
**COMMUNITY DEVELOPMENT DISTRICT**

**2B**

**DRAFT**  
**MINUTES OF MEETING**  
**LAKE POWELL RESIDENTIAL GOLF**  
**COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the Lake Powell Residential Golf Community Development District held a Regular Meeting on March 4, 2019, at 6:00 p.m., Central Time, at the Boat House, 1110 Prospect Promenade, Panama City Beach, Florida 32413.

**Present and constituting a quorum were:**

Thomas Balduf	Chair
John Ellis	Vice Chair
Bruce Sova	Assistant Secretary
David Dean	Assistant Secretary
Calvin "Bucky" Starlin	Assistant Secretary

**Also present were:**

Howard McGaffney	District Manager
Mike Burke	District Counsel
Robert Carroll	District Engineer
Bethany Womack	Ecologist
David Fleet	Resident
Melinda Whittey	Resident
Paul Fox	Resident
R.E. Sneed	Resident
Cindy Hilton	Resident
Ray Hilton	Resident
Pam Malone	Resident
Jeff Malchow	Resident
Lisa Malchow	Resident
Paul Levick	Resident
Michelle Levick	Resident

**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

Mr. McGaffney called the meeting to order at 6:03 p.m. All Supervisors were present, in person.

**SECOND ORDER OF BUSINESS**

**Consent Agenda Items**

**A. Approval of Unaudited Financial Statements as of January 31, 2019**

- **Ratification of Proprietary Fund Closure and Transfer of Residual Fund Balance to General Fund Effective September 20, 2018**

Mr. McGaffney presented the Unaudited Financial Statements as of January 31, 2019. It was necessary to ratify the transfer of approximately \$200,000 of proprietary funds remaining from the conveyance of the water and sewer into the General Fund.

**B. Approval of December 3, 2018 Regular Meeting Minutes**

The following change was made:

Line 30: Change "Daniel" to "David"

**On MOTION by Mr. Starlin and seconded by Mr. Sova, with all in favor, the Consent Agenda Items, as amended, were approved and the Proprietary Fund Closure and Transfer of Residual Fund Balance to the General Fund Effective September 20, 2018, was ratified .**

**THIRD ORDER OF BUSINESS**

**Consideration of Resolution 2019-02, Amending the FY2018/2019 Meeting Schedule, and Providing for an Effective Date**

Mr. McGaffney presented Resolution 2019-02. The remaining meetings would be held on Mondays at the Boat House. Discussion ensued regarding a meeting location, possibly constructing a Town Hall building, enclosing the Boat House, constructing amenities, etc.

**On MOTION by Mr. Sova and seconded by Mr. Dean, with all in favor, Resolution 2019-02, Amending the FY2018/2019 Meeting Schedule, and Providing for an Effective Date, was adopted.**

**FOURTH ORDER OF BUSINESS**

**Consideration of Responses to RFP for Emergency Disaster Debris Removal Services**

**A. RFP Package**

**B. Affidavit/Proof of Publication**

**C. Respondents**

- i. **Ameri-Green Environmental Recycling, LLC**
- ii. **Custom Tree Care, Inc.**



Mr. McGaffney stated the inclusion of requirements related to the Federal Emergency Management Agency (FEMA) claims process likely narrowed the number of respondents.

**On MOTION by Mr. Ellis and seconded by Mr. Dean, with all in favor, rejecting the responses and authorizing the District Manager to contact respondent(s) and to re-advertise the Request for Proposals for Emergency Disaster Debris Removal Services, was approved.**

**D. Ranking**

**E. Authorization to Engage Number-One Ranked Firm**

**FIFTH ORDER OF BUSINESS**

**Staff Reports**

**A. Ecologist: *Cypress Environmental of Bay County, LLC***

- **Status Report**
- **Water Quality Monitoring Report Fall 2018**
- **Vegetative Natural Buffer Restoration Plan – 1402 Egret Court**

Ms. Womack distributed the Status Report for December 2018 through February 2019 and highlighted the following:

➤ Water Quality Reporting: Samples revealed no elevated parameters; the water quality, was unchanged since sampling began in 2014. The agencies still require monitoring; therefore, reports are submitted annually.

➤ 2018 Mitigation Monitoring Report: The area looks great and no extraordinary work needs to be completed. The Florida Department of Environmental Protection (FDEP) did not respond to the District's formal request, meaning the FDEP accepted the request to modify the success criteria for certain zones and to call the conditions of those areas in compliance as they are. The number of active areas they are working towards compliance on was reduced to 12.

➤ 2017-18 Mitigation Work Plan Schedule: Mr. Sova would remain as liaison to the Ecologist regarding all mitigation and Adaptive Management Plans (AMP).

➤ Work on Firewise areas would continue for the next three weeks, weather permitting, followed by other necessary mitigation work, such as grinding remaining stumps.

➤ 1402 Egret Court - Encroachment: Buchanan & Harper, Inc., conducted a survey. Meeting with the homeowner was planned to resolve the issue of the patio area encroaching into the permitted Vegetated Natural Buffer (VNB).

After touring the nature walk area, Ms. Womack would work with Mr. Balduf and present proposals to repair or replace the boardwalk.

A Board Member asked about the existence of a standing agreement with the Architectural Review Board (ARB) to minimize potential encroachments in the conservation and wetland areas during the construction process. Mr. McGaffney stated there was nothing in writing but, during a joint meeting, the District verbally authorized the POA to contact the District Engineer and Ecologist to discuss potential encroachment issues. Ms. Womack stated, when items were presented to the ARB, she submitted a VNB acknowledgement form; however, in several instances, the permit differed from the actual build.

Mr. McGaffney asked the POA President, Mr. Buchholz, for the POA's assistance in enforcing encroachment violations in the VNB and to contact residents directly. A Board Member confirmed that the POA Board adopted the ARB item in which the District delegated the POA to enforce any VNB encroachment violations, which is posted on the POA website.

**B. District Counsel: *Burke Blue***

- **Conveyance of Water and Sewer Deeds - PCB**

Mr. Burke stated that finalizing documents was underway. Panama City Beach continued operating the water and sewer services.

**C. District Engineer: *McNeil Carroll Engineering, Inc.***

- **Update: Roads and Bridges**

Mr. Carroll provided the following report:

- Contractor patched holes by the roundabout, with the intention of asphaltting.
- Nova Engineering and Environmental, LLC (Nova) identified voids where the abutment hits on the north side of Covington Bridge, similar to the prior issue on the south side of the bridge. The contractor would repair those areas identified by Nova.
- 15 contractors were interested in responding to the RFP for the bridge repairs; he expected responses, specifically from BCL Civil Contractors and GAC Contractors on Friday. Mr. McGaffney stated no further Board action was necessary since the project was already approved, provided the cost does not exceed the budgeted reserve amounts.

A Board Member asked what road projects were planned for Fiscal Year 2022. Mr. Carroll stated resurfacing from 98 to the driving range, including some ancillary roads. Fill for the guardhouse to the Covington Bridge was requested. Mr. McGaffney stated \$150,000 was already earmarked and there were unassigned funds; the estimated cost was \$400,000.

Completing the project in phases, whether to fund major projects by issuing bonds, etc., were discussed. Mr. Carroll would contact the County asking not to issue Certificates of Occupancy (COs) to the builder without first receiving the District Engineer's consent.

**D. District Manager: *Wrathell, Hunt and Associates, LLC***

- NEXT MEETING DATE: To be determined**

The next meeting will be held on Monday, May 6, 2019 at 6:00 p.m., Central Time, at the Boat House.

**SIXTH ORDER OF BUSINESS**

**Open Items**

There were no changes.

**SEVENTH ORDER OF BUSINESS**

**Public Comments**

Mr. Paul Fox, a resident, asked if the issue of Bay Landscape storing equipment in the maintenance area was resolved. A Board Member stated there were plans to install a solid fence around the maintenance area to help reduce noise. Management should be contacted if the dumpster returns.

A resident was concerned about the District offering alternatives, as the intent was never to have a landscaper house equipment on site. He felt that Bay Landscape workers were inconsiderate. Mr. McGaffney would ask for the POA's assistance.

**EIGHTH ORDER OF BUSINESS**

**Supervisors' Requests**

There being no Supervisors' requests, the next item followed.

**NINTH ORDER OF BUSINESS**

**Adjournment**

There being nothing further to discuss, the meeting adjourned.

<p><b>On MOTION by Mr. Starlin and seconded by Mr. Dean, with all in favor, the meeting adjourned at 7:26 p.m.</b></p>
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Secretary/Assistant Secretary

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Chair/Vice Chair

**LAKE POWELL  
RESIDENTIAL GOLF  
COMMUNITY DEVELOPMENT DISTRICT**

**3A**

LAKE POWELL RESIDENTIAL GOLF  
COMMUNITY DEVELOPMENT DISTRICT

REQUEST FOR PROPOSALS (RFP)

NO. 1

for

EMERGENCY-DISASTER DEBRIS REMOVAL

LAKE POWELL RESIDENTIAL GOLF COMMUNITY DEVELOPMENT DISTRICT

*ATTN:* HOWARD MCGAFFNEY, DISTRICT MANAGER

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# LAKE POWELL RESIDENTIAL GOLF COMMUNITY DEVELOPMENT DISTRICT

("Lake Powell")

## REQUEST FOR PROPOSALS

### GENERAL PURPOSE

Lake Powell seeks to obtain proposals from qualified firms to perform emergency debris removal services. The potential contract awarded as a result of this procurement will be a "requirements" contract, with no quantities guaranteed. Lake Powell will negotiate an agreement with the applicant whose proposal is the most responsive to this RFP. Lake Powell reserves the right to reject any or all responses. LAKE POWELL ANTICIPATES THAT CONTRACTORS RESPONDING TO THIS RFP MAY WISH TO PROVIDE LESS THAN ALL OF THE SERVICES DESCRIBED HEREIN, AND ENCOURAGES CONTRACTORS TO RESPOND AND PROVIDE PROPOSALS FOR PORTIONS OF THE WORK DESCRIBED HEREIN.

Scope of Contracted Services. Upon notice by Lake Powell, Contractor shall provide all expertise, personnel, tools, materials, equipment, transportation, supervision, and all other services and facilities of any nature necessary to execute, complete the timely removal and lawful disposal of all storm-generated debris. The term "debris", as used herein, includes all forms of disaster-generated debris, such as vegetative, demolition, construction, household goods (hereinafter "white goods"), hazardous and industrial waste materials.

These contracted services shall provide for the cost effective and efficient removal and lawful disposal of debris from all public streets, roads, and other rights-of-way, including any other locally-owned facility or site as may be directed by Lake Powell, and in accordance with Federal Requirements. Contract services will only be performed when requested and as designated by Lake Powell, by an approved Task Order issued by Lake Powell. Contractor shall load and haul the debris from within the legal boundaries of Lake Powell to a site(s) agreed to by Lake Powell.

Lake Powell reserves the right to assign work to various Contractors, at its sole discretion. Lake Powell also reserves the right to approve all Subcontractors hired by Contractor and/or to require Contractor to dismiss a Subcontractor upon request.

Time Schedule. Lake Powell will use the following timetable during the selection process. This schedule may be changed solely at Lake Powell's discretion.

Release Date of RFP: **March 20, 2019**

Proposal due date and time of opening: **April 22, 2019 at 12:00 p.m.**

Board Review date: **May 6, 2019 at 6:00 p.m., Central Time**

Contract Initiation start date: **upon execution**

## GENERAL

All prospective applicants shall provide sufficient information and data to fully allow a complete evaluation of the information to be made. Information and data submitted by each applicant will become a part of the proposals.

Proposal Submission. Proposals shall be delivered to Howard McGaffney, District Manager.

The delivery of proposals to Lake Powell prior to the specified date and time is solely and strictly the responsibility of the applicant. Lake Powell shall not, under any circumstances, be responsible for delays caused by the United States Postal Service or any delivery service, or for delays caused by any other occurrence. All responses must be manually and duly signed by an authorized corporate officer, principal, or partner with the authority to bind said applicant.

All responses must be marked on the outside: **"Debris Removal RFP for LAKE POWELL COMMUNITY DEVELOPMENT DISTRICT."**

The applicant is solely responsible for reading and completely understanding the requirements of this RFP. Proposals delivered after the specified delivery date/time will not be considered under any circumstances. Late submissions shall be returned unopened to the applicant with the notation "The proposals were received after the delivery time designated for the receipt and opening of the proposals."

The applicant shall submit eight (8) copies of its entire proposal and one (1) electronic copy (CD or flash drive).

Lake Powell may waive any informalities, irregularities, or variances, whether technical or substantial in nature or reject any and all proposals at Lake Powell's discretion.

Proposal Content. Each proposal should include the following:

- a. Qualifications and experience of personnel, including the Administrator or Project Manager and other key personnel.
- b. Provide results, in measurable terms, which demonstrate the success of past Contracts.
- c. Any other information, which may be of benefit to Lake Powell in making a decision on the successful applicant.

Inquiries and Addenda. Each applicant shall examine all RFP documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions, or requests concerning an interpretation, clarification, or additional information pertaining to the RFP shall be directed in writing to:

Howard McGaffney, District Manager  
2300 Glades Rd., Suite 410 W, Boca Raton, Fl. 33431  
[mcgaffneyh@whhassociates.com](mailto:mcgaffneyh@whhassociates.com)

Lake Powell shall not be responsible for oral interpretations given by any other Lake Powell employee, representative, or others. The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this RFP, Lake Powell will notify all prospective applicants who have secured same. However, it shall be the responsibility of each applicant, prior to submitting the proposals, to contact Lake Powell's District Manager to determine if addenda were issued and to make such addenda a part of the proposal.

Insurance Requirements. Insurance requirements must be in place prior to contract start-up.

- a. Liability Insurance. The applicant shall furnish, pay for, and maintain during the life of the contract with Lake Powell the following liability coverages:
  - Comprehensive General Liability Insurance with bodily injury limits of not less than \$1,000,000 for each occurrence, and with property damage limits of not less than \$1,000,000 for each occurrence.
  - Worker's Compensation Insurance applicable to its employees, for statutory coverage limits in compliance with Florida laws.
  - Automobile Liability Insurance with bodily injury limits of not less than \$1,000,000 for each person and not less than \$1,000,000 for each accident and with property damage limits of not less than \$1,000,000 for each accident.
  - Excess Liability Insurance with limits of not less than \$5,000,000 for each occurrence and annual aggregate.
- b. Additional Insured. Lake Powell is to be specifically included as an additional insured on all liability coverage described above.
- c. Notice of Cancellation or Restriction. All policies of insurance must be endorsed to provide Lake Powell with a thirty (30) day notice of cancellation or restriction.
- d. Certificate of Insurance / Certified Copies of Policies. The applicant shall provide Lake Powell with a certificate or certificates of insurance showing the existence of the coverage required by this RFP. The applicant will maintain this coverage with a current certificate or certificates of insurance throughout the term stated in the proposal. When specifically requested by Lake Powell in writing, the applicant will provide Lake Powell with certified copies of all policies of insurance as required above. New certificates and new certified copies of policies, if certified copies of policies have been requested, shall be provided to Lake Powell whenever any policy is renewed, revised, or obtained from other insurers.
- e. The address where such certificates and certified policies shall be sent or delivered is as follows:

Daphne Gillyard  
2300 Glades Rd., Suite 410 W, Boca Raton, FL 33431  
[gillyardd@whhassociates.com](mailto:gillyardd@whhassociates.com)

- f. The applicant shall defend, indemnify, save and hold Lake Powell harmless from any and all claims, suits, judgments and liability for death, personal injury, bodily injury, or property damage arising directly or indirectly from the performance by the applicant, its employees, subcontractors, or assigns, including legal fees, court costs, or other legal expenses. The applicant acknowledges that it is solely responsible for complying with the terms of this RFP. In addition, the applicant shall, at its expense secure and provide to Lake Powell, prior to beginning performance under this RFP, insurance coverage as required in this RFP.
- g. Any party providing services or products to Lake Powell will be expected to enter into a written agreement, contract, or purchase order with Lake Powell that incorporates, either in writing or by reference, all of the pertinent provisions relating to insurance and insurance requirements as contained herein. A failure to do so may, at the solo option of Lake Powell, disqualify any bidder or proposer of services and/or products to Lake Powell.

Standard Requirements.

- a. Right to Protest. Any actual or prospective bidder who is aggrieved in connection with the solicitation or award of a contract may seek resolution of his/her complaints by contacting the Purchasing Manager.
- b. No Corrections. Once a competitive proposal is submitted, Lake Powell shall not accept any request by any proposer to correct errors or omissions in any calculations or competitive price submitted.
- c. Procurement Process.
  - i. Openness of Procurement Process. Written competitive proposals, other submissions, correspondence, and all records made thereof, as well as negotiations conducted pursuant to this RFP, shall be handled in compliance with Chapters 119 and 286 Florida Statutes. Lake Powell gives no assurance as to the confidentiality of any portion of any proposal once submitted.
  - ii. No Collusion. By offering a submission to the RFP, the proposer certifies the proposer has not divulged to, discussed or compared his/her competitive proposal with other proposers and has not colluded with any other proposers or parties to this competitive proposal whatsoever. This section is not intended to prohibit two or more organizations from working together on a joint application. One organization would have to be designated as the lead agency with fiscal responsibility.
  - iii. Informality Waiver/Rejection of Bids. Lake Powell reserves the right to reject any and all responses and to waive any irregularity, variance or informality whether technical or substantial in nature, in keeping with the best interests of Lake Powell.
  - iv. Appropriations Clause. Lake Powell, as an entity of government, is subject to the appropriation of funds by its legislative body in an amount sufficient to allow

continuation of its performance, in accordance with the terms and conditions of this contract, for each and every fiscal year following the fiscal year in which this contract is executed and entered into, and for which this contract shall remain in effect. Upon notice that sufficient funds are not available in the subsequent fiscal years, Lake Powell shall thereafter be released of all terms and other conditions.

## SELECTION CRITERIA AND RANKING PROCESS

All proposals shall be subject to an evaluation by a selection committee to be established by Lake Powell. The successful applicant must demonstrate an understanding of the project scope and purpose. This refers to the applicant's understanding of the needs that generated the RFP, of the objectives in asking for the services and of the nature and scope of the work involved.

The evaluation of the proposals shall be accomplished utilizing the criteria described in this section. Information and data included in the proposal shall be considered in the evaluation process.

Completeness of Proposal. Following the receipt of proposals, the Selection Committee shall review all proposals with respect to completeness and conformance with the instructions and requirements specifically indicated in this RFP. Responses, which are deemed incomplete or nonconforming with instructions and requirements of this RFP may not be given further evaluation. Lake Powell reserves the right to reject any and all responses and to waive any irregularity, variance, or informality whether technical or substantial in nature, in keeping with the best interest of Lake Powell.

Selection Criteria. All proposals shall be evaluated with respect to the completeness of the data provided, support for all claims made and the overall approach taken. All submissions will be rated using a 1-5 scale, with 5 being the highest rating. The following criteria shall be utilized in the evaluation process:

- The responsiveness and completeness of the proposal.
- Demonstrated knowledge of Federal Emergency Management Agency (FEMA) procedures and reimbursement guidelines and the ability to provide documentation necessary to facilitate FEMA reimbursement.
- Net overall cost to the CDD for the proposed services. (Cost shall be considered in proposal evaluations, but shall not be the sole determining factor.)
- Applicant's ability to respond promptly when services are requested. Labor force resources available to perform the required services and experience in accomplishing documentation required for federal and/or state reimbursement.
- The proximity of Applicant's personnel and equipment in the event of a disaster.
- Past experience as well as qualifications to complete debris removal and other services as required by this RFP.

## PERFORMANCE OF SERVICES

Description of Services. Contractor agrees to perform contracted services in a professional and workmanlike manner and in compliance with all applicable laws, ordinances, rules, regulations, and permits. Only the highest quality workmanship will be acceptable. Services, equipment and workmanship not conforming to the intent of Agreement or meeting the approval of Lake Powell may be rejected. Replacements and/or rework, as required, will be accomplished on a timely basis at no additional cost to Lake Powell. Where indicated below, certain services may be proposed to be provided separately from other services herein.

Emergency Push / Road Clearance. Contractor shall accomplish the cutting, tossing and/or pushing of debris, hanging limbs, or leaning trees off of transportation routes as identified by and directed by Lake Powell. The emergency push will normally be completed within the first 72 hours following the activation of this contract, unless notified otherwise by Lake Powell. Time and material rate shall be applicable.

Debris Removal From Public Right-of-Way (ROW). As directed by Lake Powell, Contractor shall load and haul all eligible debris to an approved Debris Management Site (DMS) or other disposal destination, as specified or agreed to by Lake Powell. All collection and hauling will be consistent with Federal requirements applicable to the disaster event. Contractor will ensure compliance with instructions from Lake Powell regarding the collection, hauling and disposal of hazardous wastes and/or other categories of debris.

Debris Clearance/Removal from Public Property. As directed by Lake Powell, Contractor shall clear eligible debris from public property, load and haul all debris to a designated Debris Management Site (DMS) or other disposal destination designated or agreed to by Lake Powell. If necessary, Lake Powell or its designee will confirm the eligibility of the debris to be removed.

Tree Cutting. As directed by Lake Powell, Contractor shall remove trees determined by Lake Powell to be damaged by the emergency event in such a manner as to pose a threat to life or property. **BIDDERS MAY PROPOSE TO SUPPLY THESE SERVICES ALONE.**

Demolition of Structures and Construction Debris Removal. As directed by Lake Powell, Contractor shall demolish unsafe structures and remove debris that has been determined by Lake Powell to be a threat to the health and safety of the public. Contractor will exercise due diligence in demolishing and/or removing debris from private property. Lake Powell will direct actions to secure the right of entry (ROE) onto private property to allow demolition and removal. All applicable local, state and federal regulatory requirements regarding asbestos containing materials shall be adhered to unless waived by applicable regulatory authorities. **BIDDERS MAY PROPOSE TO SUPPLY THESE SERVICES ALONE.**

Debris Separation/Reduction and Debris Management Site (DMS). Contractor shall operate and manage the DMS to accept and process all event debris. All actions will be implemented by Contractor only with the prior approval of Lake Powell. Actions by Contractor will include, but are not limited to the following:

- Ensure that only debris authorized by Lake Powell's Contract Administrator will be allowed in the DMS sites.

- Provide to Lake Powell a video record of the pre- and post-use site conditions. Prepare a plan of proposed site layout and review with Lake Powell prior to its implementation.
- Prepare a plan for site security and traffic control for both on the site and adjacent roadways and review with Lake Powell prior to its implementation.
- Comply with any applicable environmental requirements, to include litter control fencing, silt fencing, dust control, hazardous materials containment area, and/or water retention berms.
- Confine hours of operation of the DMS to those determined by Lake Powell. Process debris by methods that may include, but not be limited to, reduction by grinding, or other alternate methods of reduction, such as compaction.
- Prior to reduction, segregate all debris between vegetative construction and demolition debris, white goods, and hazardous waste.
- Develop and implement, with the approval of Lake Powell, a procedure for management of the receipt of unauthorized and/or ineligible debris at the DMS.
- Provide Lake Powell with proper and acceptable documentation (including destination, tickets, volume/weight) for final disposal of debris accepted at the DMS.
- Upon closure of the DMS, restore the site to its pre-use condition, meeting all regulatory requirements for the site closure. Survey the site to verify that it has been restored to pre-use elevation and condition.

Designation and Management of Staging Areas. Contractor shall identify staging areas in collaboration with Lake Powell for the purposes of truck/equipment certification; provision of temporary fueling or vehicle maintenance (as required), and other operational service functions related to debris removal efforts. Contractor shall provide temporary tent, sanitary and other appropriate conveniences necessary for the care and well-being of all Contractor and Subcontractor personnel. Lake Powell will approve of the location, size, layout and services to be provided at any staging area established by Contractor, who will insure that each area is managed in accordance with all applicable regulatory requirements and in a manner to minimize disruption to the surrounding neighborhoods.

Disaster Recovery Technical Assistance. Contractor will provide Disaster Recovery Technical Assistance to Lake Powell to assist with guidance and consultation on all aspects of the recovery process. This assistance shall include documentation and management for the Public Assistance Program as pertains to debris management, planning, training and exercise development.

Cost of Services. Contractor shall bear all of its own operating costs and is responsible for all permit and license fees, and maintenance of its own trucks and equipment to keep such property in a condition and manner adequate to accomplish contracted services. Upon receipt and acceptance of full documentation of the performance of services and an accurate invoice as

specified by Lake Powell, Contractor shall be reimbursed on a unit price basis as specified in Attachments A and B. **Contractors may leave blank any line items which contain services or equipment that are not applicable to Contractor, and they may also supplement Attachments A and B for any services or equipment they propose to provide which are not otherwise adequately described in Attachments A and B.**

Unknown and/or unforeseen events or conditions may require an adjustment to the unit costs given in Attachments A and B of this Agreement. Any amendments, extensions or changes to the scope of contracted services or unit prices are subject to full negotiations between Contractor and Contract Administrator.

## STANDARDS OF PERFORMANCE

Contractor Representative and General Operations Plan. Contractor shall have a knowledgeable and responsible representative report to the Contract Administrator or designee and provide a copy of Contractor's General Operations Plan within seven days following the execution of this Agreement. Lake Powell will approve the General Operations Plan prior to its implementation within Lake Powell. Contractor's representative shall have the authority to implement all actions required to begin the performance of contracted services as set out in this Agreement and Contractor's General Operations Plan.

Mobilization. When a Notice To Proceed (NTP) in advance of an event has been received by Contractor, he/she will make all necessary arrangements to mobilize a minimum of 50% of the required resources within 48 hours and 100% of the required resources within 96 hours to commence and conduct these contracted services. Lake Powell may take such other actions as necessary to address the failure of Contractor to mobilize resources on the schedule required by Lake Powell.

## GENERAL RESPONSIBILITIES

Other Agreements. Lake Powell may be required to enter into agreements with Federal and/or State agencies for disaster relief. Contractor shall be bound by the terms and conditions of such agreements, regardless of the additional burdens of compliance.

Lake Powell's Obligations. Lake Powell shall furnish a written Work Authorization or Notice To Proceed.

Contractor's Conduct of Work. Contractor shall be responsible for planning and conducting all operations in a satisfactory and professional manner. All Contractor personnel and Subcontractors shall demonstrate and maintain a courteous and responsible demeanor toward all persons.

Supervision by Contractor. Contractor will supervise and/or direct all contracted services performed by its employees, agents and subcontractors. Contractor is solely responsible for all means, methods, techniques, safety and other procedures. Contractor will employ and maintain a qualified project manager at the work site(s) who shall have full authority to act on behalf of Contractor. All communications given to the project manager by the Contract Administrator or designee shall be as binding as if given to Contractor.



Self-sufficiency of Contractor and Subcontractors. Contractor shall ensure that its work force, including Subcontractors, maintain self-sufficiency related to fuel, vehicle repair/maintenance, housing, sanitation, food and related accommodations, in a manner that is consistent with local requirements and minimizing adverse affects on the community and the environment.

Damages by Contractor. Contractor shall be responsible for conducting all operations, whether contemplated by this Agreement or later requested as specialized services, in such a manner as to cause the minimum damage possible to existing public, private and commercial property and/or infrastructure. Contractor shall also be responsible for any damages due to the negligence of its employees and Subcontractors. Contractor must report such damage to the Contract Administrator in writing within 24 hours. Should any property be damaged due to negligence on the part of the Contractor, Lake Powell may either bill Contractor for the damages, withhold funds due to Contractor, or Contractor may also repair all damage to the satisfaction of Lake Powell. Lake Powell shall make the determination of whether "negligence" has occurred.

Contractor's Duty Regarding Other Contractors. Contractor acknowledges the presence of other Contractors involved in disaster response and recovery activities by the federal, state and local government and of any private utility, and shall not interfere with their work.

Contractor's Disposal of Debris. Unless otherwise directed by Lake Powell, Contractor shall be responsible for determining and executing the method and manner for processing and/or lawful disposal of all eligible debris as approved by Lake Powell. Lake Powell and Contractor shall mutually agree upon the locations of the DMS and final disposal sites. Lake Powell may allow separate unit prices for delivery and disposal of debris to DMS and final disposal. Upon request from Contractor, other sites may be utilized as directed and/or approved by Lake Powell.

## GENERAL TERMS AND CONDITIONS

Multiple, Scheduled Passes. Contractor shall make scheduled passes of each area impacted by the event, at the direction of Lake Powell. Lake Powell shall direct the interval timing of all passes. Sufficient time shall be permitted between subsequent passes to accommodate reasonable recovery and additional debris placement at the ROW by the citizens and Lake Powell. Contractor will document the completion of all passes based on the direction from Lake Powell and will provide this documentation to Lake Powell on the frequency requested by Lake Powell.

Clean As You Go Policy. Contractor shall provide a "Clean As You Go" policy. Contractor shall supervise and enforce such policy during debris management operations.

Operation of Equipment. Contractor shall operate all trucks, trailers and all other equipment in compliance with any/all applicable federal, state and local rules and regulations. Equipment shall be in good working condition. All loading equipment shall be operated from the road, street, or ROW using buckets and/or boom and grapple devices to collect and load debris. No equipment shall be allowed behind the curb or outside of the public ROW unless otherwise directed by Lake Powell. Should operation of equipment be required outside of the public ROW, Contractor will ensure that a ROE Agreement has been obtained prior to property entry.

Security of Debris During Hauling. Contractor shall be responsible for the security of debris on/in each vehicle or piece of equipment utilized to haul debris. Prior to leaving the loading sites, Contractor shall ensure that each load is secure and trimmed so that debris does not extend horizontally beyond the bed of the equipment; in any direction. All loose debris shall be reasonably compacted and secured during transport in accordance with FDOT guidelines. As required, Contractor will survey the primary routes used by Contractor for debris hauling as soon as possible after the transport and will recover fallen or blown debris from the roadway(s).

Traffic Control. Contractor shall mitigate impact on local traffic conditions to the greatest extent possible. Contractor is responsible for establishing and maintaining appropriate traffic control in accordance with the most current edition of the US Department of Transportation Manual or Uniform Traffic Control Devices (MUTCD). Contractor shall provide sufficient signage, flagging and barricading to ensure the safety of vehicular and pedestrian traffic at all debris removal, collection, reduction and/or disposal sites.

Work Days/Hours. Work days and/or work hours shall be as directed by Lake Powell following consultation and notification to Contractor. Working hours on holidays shall be at the discretion of Lake Powell.

Hazardous and Industrial Wastes. Contractor shall set aside and reasonably protect all hazardous or industrial material encountered during debris removal operations for collection and disposal. Prior to such actions, Contractor will prepare a Hazardous and Industrial Materials Cleanup and Disposal Plan, and this plan will be in accordance with all local, state and Federal requirements and will be approved by Lake Powell. In accord with this plan, Contractor may use the subcontracting services of a firm specializing in the management and disposal of such materials and waste.

Utilizing Local Resources. Contractor shall, to every extent possible, give priority to utilizing labor and other resources originating within Bay County.

Work Safety. Contractor shall provide and enforce a safe work environment as prescribed in the Occupational Safety and Health Act of 1970, as amended. Contractor will provide such safety equipment, training and supervision as may be required by Lake Powell and/or other governmental regulations. Contractor shall ensure that its subcontracts contain an equivalent safety provision.

Inspection of Contractor Operations. All debris shall be subject to inspection by Lake Powell and other public authorities to ensure compliance with this Agreement, applicable federal, state and local laws, and in accordance with generally accepted standards of emergency management professionals. Lake Powell will, at all times, have access to all work sites and disposal areas. In addition, authorized representatives and agents of the government shall be permitted to inspect all work, materials, invoices, and other relevant records and documentation.

Corrective Actions Required of Contractor. When instructed by Lake Powell's Representative, Contractor will immediately implement corrective actions to address health and safety issues and/or any other actions inconsistent with any of the terms of this agreement, as determined by Lake Powell in its sole discretion and notify Lake Powell within 24 hours.

Ineligible Work. Contractor will not be paid for the removal, transportation, storage, reduction and/or disposal of any material that does not meet the eligibility requirements identified in section entitled *General Purpose*.

Eligibility Inspections. Lake Powell's monitors shall have the right to inspect each load, or to inspect at some other frequency of Lake Powell's direction, to verify that the contents are in accordance with the accepted definition of eligible debris.

Eligibility Determinations. If any load is determined to contain material that does not conform to the definition of eligible debris, the load will be ordered to be deposited at another approved and certified receiving facility. No payment will be allowed for that load and Contractor will not invoice Lake Powell for such loads. Lake Powell, through its authorized representative, will be the sole judge as to whether the material conforms to the definition of eligible debris.

Other Agencies. The term "government" as used in this Agreement refers to those governmental agencies which may have a regulatory or funding interest in this Agreement.

## REPORTS, CERTIFICATIONS AND DOCUMENTATION

Reports. Contractor shall submit periodic, written reports in a format required by Lake Powell documenting the progress of debris removal and disposal. These reports may include, but are not limited to:

Daily Reports. Daily reports may detail the locations where passes for debris removal were conducted, the quantity of debris (by type) removed and disposed of, the total number of personnel by job title engaged in debris management operations, and the number of grinders, chippers and mulching machines in operation. Contractor will also report damages to private property caused by the debris operation or damage claims made by citizens and such other information as may be required to completely describe the daily conduct of Contractor's operations within 24 hours.

Weekly Summaries. A summary of all information contained in the daily reports as described herein, shall be provided to Lake Powell within two days of the close of the week. At the request of Lake Powell, the data making up the weekly summaries shall also be submitted in electronic format. The submitted electronic weekly data will include: Collection Contractor, load ticket number, load date, load location, truck yardage, percent full, calculated yardage (or weight if applicable).

Report Delivery. Contractor shall submit a report to Lake Powell's designee by 11:00 a.m. each business day of the term of the Task Order. Each report will contain at a minimum the following information:

- Contract Number.
- Daily and cumulative hours for each piece of equipment, if appropriate.
- Daily and cumulative hours for personnel, by position, if appropriate.
- Volumes of debris handled.

Data Reconciliation. Reconciliation of data will be accomplished weekly between Contractor and Lake Powell's Representative. All discrepancies will be resolved within five days.

Final Project Closeout. Upon final inspection and/or closeout of the project by Lake Powell, Contractor shall prepare and submit a detailed description of all debris management activities in an electronic spreadsheet, to include, but not limited to the total volume, by type of debris hauled, reduced and/or disposed of, final disposal locations and amounts of the debris managed by Contractor, plus the total cost of the project invoiced to Lake Powell. Contractor shall provide, upon request of Lake Powell and/or no later than project closeout, a release of liens demonstrating that all Subcontractors to Contractor have been fully paid. Agreement will provide any other additional information as may be necessary to adequately document the conduct of the debris management operations for Lake Powell and/or government. Lake Powell must approve final project reconciliation.

Certifications. Contractor will be responsible for the certification of personnel and vehicles.

Certification of Vehicles and Load Capacity. Contractor shall ensure that all equipment is certified in accordance with most current FEMA guidelines. After a disaster, Lake Powell, or their designated representative, will begin the equipment certification at a pre-designated site, or at staging areas established by Contractor.

All Contractor and Subcontractor trucks shall have valid registrations, insurance and meet basic operational criteria: tailgates or equivalent containment devices, tarps, etc., as well as all applicable motor vehicle safety requirements. Drivers shall possess valid licenses. Truck body dimensions shall be measured, and information recorded on certification forms with calculated capacity noted.

The truck driver will be provided up to two (2) copies of the certification sheet for Contractor and Subcontractor's records.

Certification of Personnel.

- Senior management personnel of Contractor assigned to implement work authorizations pursuant to this agreement will participate, upon request, in training and briefing sessions held by representatives of Bay County and/or Lake Powell.
- Senior, supervisory personnel of Contractor and all Subcontractors thereto will have received training in debris management, and the implementation of the National Incident Management System (NIMS).
- Personnel assigned by Contractor as responsible for data management, invoicing and other documentation duties will be trained in the data management concepts and approaches to be used.
- Vehicle and equipment operators will be fully licensed and certified, as required by applicable local, State and Federal statutes and regulations.

- Upon their deployment for field operations, all Contractor and Subcontractor personnel will be briefed and trained appropriately in their duties, responsibilities, and the procedures to be utilized throughout the debris management process, including safety procedures, load ticket management procedures, and accident reporting procedures.

Utilization of a Standardized "Load Ticket." Contractor and all Subcontractors will utilize a standardized "load ticket" (format as provided by Lake Powell) for documenting each load of debris from its origin to the DMS and/or final disposal location, as indicated.

Additional Supporting Documentation. Contractor shall submit sufficient reports and/or documentation for debris loading, hauling, disposal, and load capacity measurements, and any other services provided by Contractor as may be required by Lake Powell and/or other governmental entity to support requests for debris project reimbursement from external funding sources.

Report Maintenance. Contractor will be subject to audit by federal, state and local agencies pursuant to this Agreement. Contractor will maintain all reports, records, debris reporting tickets and Agreement correspondence for a period of not less than three (3) years from project closeout.

(Remainder of page left intentionally blank)

Attachment A

FEE SCHEDULE - PART A: UNIT PRICES

Item /	Description	Unit	Unit Price
1.0	Loading and Hauling Debris from Public Property and Rights-of-Way to a Temporary Debris Staging and Reduction Site	Cubic Yard	\$
2.0	Loading and Hauling Debris from Public Property and Rights-of-Way to a Final Disposal Site	Cubic Yard	\$
3.0	Management and Operation of a Temporary Debris Staging and Reduction Site	Cubic Yard	\$
4.0	Debris Reduction by Chipping/Grinding	Cubic Yard	\$
5.0	Fluorocarbon Refrigerant Management and Recycling	Per Unit	
6.0	Animal Carcass Collection, Hauling, and Final Disposal	Pound	\$
7.0	Loading and Hauling Debris Reduction By-Products to a Final Disposal Site	Cubic Yard	\$
8.0	Loading and Hauling Household Hazardous Waste to a Final Disposal Site	Pound	\$
9.0	Hazardous Stump Removal, Loading and Hauling to a Temporary Debris Staging and Reduction Site		
	A. 24 inch to 35.99 inch diameter	Each	\$
	B. 36 inch to 47.99 inch diameter	Each	\$
	C. 48 inch and larger diameter	Each	\$
11.0	Clean. Fill Dirt	Cubic Yard	\$
12.0	Sand Screening	Cubic Yard	\$
13.0	Hazardous Tree Removal	Each	\$

## Attachment B

## FEE SCHEDULE - PART B: EQUIPMENT AND LABOR RATES

Item	Description	Hourly Price
1.0	JD 544 Wheel Loader with debris grapple	\$
2.0	JD 644 Wheel Loader with debris grapple	\$
3.0	Extendaboom Forklift with debris grapple	\$
4.0	753 Bobcat Skid Steer Loader with debris grapple	\$
5.0	753 Bobcat Skid Steer Loader with bucket	\$
6.0	753 Bobcat Skid Steer Loader with street sweeper	\$
7.0	30-50 H Farm Tractor with box blade or rake	\$
8.0	2 - 21/2 cu. yd. Articulated Loader with bucket	\$
9.0	3-4 cu. yd. Articulated Loader with bucket	\$
10.0	JD 648E Log Skidder, or equivalent	\$
12.0	CAT D4 Dozer	\$
13.0	CAT D5 Dozer	\$
14.0	CAT D6 Dozer	\$
15.0	CAT D7 Dozer	\$
16.0	CAT D8 Dozer	\$
17.0	CAT 125 – 140 HP Motor Grader	\$
18.0	JD 690 Trackhoe with debris grapple	\$
19.0	Rubber Tired Excavator with debris grapple	\$
20.0	JD 310 Rubber Tired Backhoe with bucket & hoe	\$
21.0	Rubber Tired Excavator with debris grapple	\$
22.0	210 Prentiss Knuckleboom with debris grapple	\$
23.0	CAT 623 Self-Loader Scraper	\$
24.0	Hand-Fed Debris Chipper	\$
25.0	300 - 400 HP Horizontal Grinder	\$
26.0	800 - 1,000 HP Horizontal Grinder	\$
27.0	30 Ton Crane	\$
28.0	50 Ton Crane	\$
29.0	100 Ton Crane (8 hour minimum)	\$
30.0	40-60' Bucket Truck	\$
31.0	Greater Than 60' Bucket Truck	\$
32.0	Fuel / Service Truck	\$
33.0	Water Truck	\$
34.0	Portable Light Plant	\$
35.0	Lowboy Trailer with Tractor	\$
36.0	Flatbed Truck	\$
37.0	Pick-up Truck (unmanned)	\$
38.0	Self-Loading Dump Truck with debris grapple	\$
39.0	Single Axle Dump Truck, 5 - 12 cu. yd.	\$
40.0	Tandem Axle Dump Truck, 16-20 cu. yd.	\$
41.0	Tandem Axle Dump Truck, 21 - 30 cu. yd.	\$
42.0	Tandem Axle Dump Truck, 31 - 50 cu. yd.	\$

43.0	Tandem Axle Dump Truck, 51-80 cu. yd.	\$
44.0	Power Screen	\$
45.0	Stacking Conveyor	\$
46.0	Chainsaw	\$
47.0	Air Curtain Incinerator, self-contained	\$
48.0	Temporary Office Trailer	\$
49.0	Mobile Command and Communications Trailer	\$
50.0	Laborer, with small hand tools, and Traffic Control Flagperson	\$
51.0	Skilled Sawman	\$
52.0	Crew Foreman with cell phone	\$
53.0	District Manager with cell phone	\$
54.0	Tree Climber	\$

\*Note: All equipment descriptions submitted will be in accordance with the FEMA "Typed Resource Definitions."

\*\*Note: All equipment rates include the cost of the operator, fuel, and maintenance.

\*\*\*Note: All labor rates include the cost of personal protective equipment, including but not limited to: hardhat, traffic safety vest, steel-toed shoes, gloves, leggings, and protective eyewear.



**LAKE POWELL**  
**RESIDENTIAL GOLF**  
**COMMUNITY DEVELOPMENT DISTRICT**

**3B**

23203 LAKE POWELL RESIDENTIAL GOLF COMMUNITY DEVELOPMENT DISTRICT  
REQUEST FOR PROPOSAL - EMERGENCY- DISASTER DEBRIS REMOVAL SERVICES

The Lake Powell Residential Golf Community Development District ("Lake Powell") seeks to obtain proposals from qualified firms to perform emergency debris removal services. The potential contract awarded as a result of this procurement will be a "requirements" contract, with no quantities guaranteed. Lake Powell will negotiate an agreement with the applicant whose proposal is the most responsive to this RFP. Lake Powell reserves the right to reject any or all responses. LAKE POWELL ANTICIPATES THAT CONTRACTORS RESPONDING TO THIS RFP MAY WISH TO PROVIDE LESS THAN ALL OF THE SERVICES DESCRIBED HEREIN, AND ENCOURAGES CONTRACTORS TO RESPOND AND PROVIDE PROPOSALS FOR PORTIONS OF THE WORK DESCRIBED HEREIN. Scope of Contracted Services. Upon notice by Lake Powell, Contractor shall provide all expertise, personnel, tools, materials, equipment, transportation, supervision, and all other services and facilities of any nature necessary to execute, complete the timely removal and lawful disposal of all storm-generated debris. The term "debris", as used herein, includes all forms of disaster-generated debris, such as vegetative, demolition, construction, household goods (hereinafter "white goods"), hazardous and industrial waste materials. These contracted services shall provide for the cost effective and efficient removal and lawful disposal of debris from all public streets, roads, and other rights-of-way, including any other locally-owned facility or site as may be directed by Lake Powell, and in accordance with Federal Requirements. Contract services will only be performed when requested and as designated by Lake Powell, by an approved Task Order issued by Lake Powell. Contractor shall load and haul the debris from within the legal boundaries of Lake Powell to a site(s) agreed to by Lake Powell. Lake Powell reserves the right to assign work to various Contractors, at its sole discretion. Lake Powell also reserves the right to approve all Subcontractors hired by Contractor and/or to require Contractor to dismiss a Subcontractor upon request. Time Schedule. Lake Powell will use the following timetable during the selection process. This schedule may be changed solely at Lake Powell's discretion. Release Date of RFP: March 20, 2019 Proposal due date and time of opening: April 22, 2019 at 12:00 p.m. Board Review date: May 6, 2019 at 6:00 p.m., Central Time Contract Initiation start date: upon execution All prospective applicants shall provide sufficient information and data to fully allow a complete evaluation of the information to be made. Information and data submitted by each applicant will become a part of the proposals. Proposal Submission. Proposals shall be delivered to Howard McGaffney, District Manager, Lake Powell Residential Golf Community Development District, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431. The delivery of proposals to Lake Powell prior to the specified date and time is solely and strictly the

responsibility of the applicant. Lake Powell shall not, under any circumstances, be responsible for delays caused by the United States Postal Service or any delivery service, or for delays caused by any other occurrence. All responses must be manually and duly signed by an authorized corporate officer, principal, or partner with the authority to bind said applicant. All responses must be marked on the outside: "Debris Removal RFP for LAKE POWELL COMMUNITY DEVELOPMENT DISTRICT" The applicant is solely responsible for reading and completely understanding the requirements of this RFP. Proposals delivered after the specified delivery date/time will not be considered under any circumstances. Late submissions shall be returned unopened to the applicant with the notation "The proposals were received after the delivery time designated for the receipt and opening of the proposals." The applicant shall submit eight (8) copies of its entire proposal and one (1) electronic copy (CD or flash drive). Lake Powell may waive any informalities, irregularities, or variances, whether technical or substantial in nature or reject any and all proposals at Lake Powell's discretion. Proposal Content. Each proposal should include the following: a. Qualifications and experience of personnel, including the Administrator or Project Manager and other key personnel. b. Provide results, in measurable terms, which demonstrate the success of past Contracts. c. Any other information, which may be of benefit to Lake Powell in making a decision on the successful applicant. Inquiries and Addenda. Each applicant shall examine all RFP documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions, or requests concerning an interpretation, clarification, or additional information pertaining to the RFP shall be directed in writing to: Howard McGaffney, District Manager 2300 Glades Rd., Suite 410 W. Boca Raton, FL 33431 (561) 571-0010 mcgaffneyh@whhassociates.com Lake Powell shall not be responsible for oral interpretations given by any other Lake Powell employee, representative, or others. The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this RFP, Lake Powell will notify all prospective applicants who have secured same. However, it shall be the responsibility of each applicant, prior to submitting the proposals, to contact Lake Powell's District Manager to determine if addenda were issued and to make such addenda a part of the proposal. District Manager Lake Powell Residential Golf Community Development District Pub: March 20, 2019

Show results beginning at page:

**LAKE POWELL**  
**RESIDENTIAL GOLF**  
**COMMUNITY DEVELOPMENT DISTRICT**

**3C**



## ORIGINAL BID

*For*

**Lake Powell Residential Golf**

**Community Development District**

*Lake Powell Residential Golf  
Community Development District*

**RFP #1 Emergency-Disaster Debris Removal**

**Due: April 22, 2019 | 12:00pm**



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6021 SW 29<sup>th</sup> St. PMB #130  
Topeka, KS 66614  
(785) 478-9805 – Office  
(785) 478-4195 – Fax  
ggathers@customtreecare.com  
www.customtreecare.com  
(Office locations in Alabama, Florida & South Carolina)

Lake Powell Residential Golf Community Development District  
2300 Glades Rd., Suite 410 W  
Boca Raton, FL 33431

Howard McGaffney,

Attached are completed bid proposal documents from Custom Tree Care (CTC) for Lake Powell Residential Golf Community Development District, RFP #1 Emergency-Disaster Debris Removal. Our Disaster Response Division was founded over 13 years ago. CTC has operated as a successful, well-established “tree” company for 19 years providing services throughout the Midwest. Therefore, emergency recovery and storm debris removal is a natural fit. CTC has operated as either “the” prime contractor, the financing and singular prime subcontractor or a major first tier (sub) contractor in the recovery of over 85 major catastrophic events in 25 states.

Coming up through the ranks as a subcontractor, we have had the experience needed to streamline the recovery process, while maintaining our 100% safety record. We have also been able to develop and streamline debris removal, reduction and disposal to ensure that our teaming partners and the community receive the benefits of our experience.


CTC, unlike many of the “major players” holds the advantage of owning a fleet of equipment which can readily provide the rapid response needed for any size project, in any location. We don’t have to “wait” for subcontractors to mobilize, get insurance, staff their equipment. Many primes are heavily dependent on rental equipment which may or may not be available when needed the most.

Our past performance is excellent, and we will strictly adhere to all requirements of this project including program standards as provided in FEMA’s “Debris Management Guide.” Custom Tree Care is registered to do business in the State of Florida and have completed several contracts of this nature in the past for school districts, Municipalities

(cities and towns), counties, states and federal government. Our staff is trained in FEMA practices and all work practices will conform to applicable OSHA, ANSI, and DOT standards.

Upon award we will provide all additional documentation required. We look forward to serving Lake Powell Residential Golf Community Development District in completion of this project.

Respectfully,

A handwritten signature in black ink, appearing to read "Greg Gathers", written in a cursive style.

Greg Gathers  
CEO & ISA Certified Arborist  
MW-4172A  
Custom Tree Care, Inc.





3722 SW Spring Creek Ln.  
Topeka, KS 66610  
(785) 478-9805 – office  
(785) 478-4195 - fax  
ggathers@customtreecare.com  
www.customtreecare.com

## CAPABILITY STATEMENT

### About

Established in 1999; Custom Tree Care, Inc. (CTC) has served residential, commercial, and government clients as a leading provider of tree removal, tree trimming, and debris management services. CTC has been involved as a prime and subcontractor on over 100 separate contracts spanning 25 states. CTC has completed projects performing routine tree maintenance and debris removal following several hurricanes, tornadoes, floods, wind, snow, and ice storms.

### Services

- Emergency Road Clearance
- Debris Removal/ Management
- Tree Trimming
- Tree Removal
- Demolition
- Stump Grinding
- Reduction
- Disposal

### Past Performance

- |   |                         |
|---|-------------------------|
| - National Park Service                 | - Topeka Public Schools |
| - Department of Veterans Affairs        | - Saline County, KS     |
| - United States Army Corps of Engineers | - Larimer County, CO    |
| - VT Griffin                            | - City of Derby, KS     |
| - Missouri Department of Transportation | - City of Lawrence, KS  |
| - Picerne Military Housing              | - City of Iowa City, IA |

- Kansas Department of Wildlife & Parks
- State of Iowa
- City of Kansas City, MO
- City of Shawnee, KS
- City of North Kansas City, MO
- City of Topeka, KS
- Iowa State University
- City of Horton, KS
- City of Warrensburg, MO
- City of Quincy, IL
- City of Council Bluffs, IA
- City of West Park, FL
- South Broward Drainage District
- City of St. Cloud, FL
- Pamlico County, NC
- Palm Beach County, Schools, FL
- Forsyth County, GA
- City of Roeland Park, KS
- City of O'Fallon, MO
- Housing Authority of Kansas City
- City of Roeland Park, KS
- City of Webster Groves, MO
- City of Springfield, MO
- University of Arkansas
- City of Gardner, KS
- City of Lee's Summit, MO
- City of Jefferson City, MO
- City of Holton, KS
- Kansas State University
- Cleveland Metroparks
- City of Boulder, CO
- Broward County Schools, FL
- Brazoria County, TX
- City of Lake Jackson, TX
- City of Goldsboro, NC
- City of Indianapolis, IN
- City of Memphis, TN
- City of Mission, KS
- Shawnee County, KS
- University of Central Missouri
- Wayne County, NC

Custom Tree Care, Inc. has a proven track record of safety, professionalism, integrity, and value. CTC has the resources and financial capability to complete projects on time and deliver results that meet our client's goals. The personnel of CTC are highly trained and certified in multiple NIMS, debris management, OSHA, FEMA documentation, and arborist courses. Our fleet of company owned equipment provides the immediate response once we are activated. If necessary, we have the means to quickly assemble and deploy additional personnel and equipment. When disaster strikes, we're ready to respond.

Greg Gathers  
 CEO & ISA Certified Arborist  
[ggathers@customtreecare.com](mailto:ggathers@customtreecare.com)  
 (785) 221-7550 mobile



**PAST PERFORMANCE**  
**(AS A PRIME CONTRACTOR)**

<u>ST</u>	<u>CLIENT</u>	<u>CONTRACT #</u>	<u>TOTAL CY</u>	<u>TOTAL AMOUNT</u>	<u>DATE</u>	<u>CONTACT</u>
NC	Town of Beaufort	Hurricane Florence Vegetative & C&D Debris Removal	48,469.8	\$ 372,331.95	9/21-11/5/18	Mark Eakes (252) 904-6477 <a href="mailto:m.eakes@beaufortnc.org">m.eakes@beaufortnc.org</a>
NC	Town of Belville	Hurricane Florence Vegetative & C&D Debris Removal	47,735.2	\$ 345,364.72	10/10-12/11/18	Athina Williams (910) 371-2456 <a href="mailto:townadministrator@townofbelville.com">townadministrator@townofbelville.com</a>
NC	Town of Cape Carteret	Hurricane Florence Vegetative & C&D Debris Removal	87,697.65	\$ 566,343.87	9/24-11/19/18	Zach Steffey (252) 393-8483 <a href="mailto:zsteffey@capecarteret.org">zsteffey@capecarteret.org</a>
NC	Town of Carolina Beach	Hurricane Florence Vegetative & C&D Debris Removal	60,598.04	\$ 339,386.57	9/24-11/15/18	Brian Stanberry (910) 458-8291 <a href="mailto:brian.stanberry@carolinabeach.org">brian.stanberry@carolinabeach.org</a>
NC	Town of Cedar Point	Hurricane Florence Vegetative & C&D Debris Removal	46,007.0	\$ 287,926.07	9/26-11/1/18	Jayne Calhoun (252) 393-7898 <a href="mailto:jcalhoun@cedarpointnc.org">jcalhoun@cedarpointnc.org</a>
NC	Wayne County	Hurricane Florence C&D Debris Removal	48.97	\$ 3,623.78	10/9-11/13/18	Noelle Woods (919) 705-1714 <a href="mailto:noelle.woods@waynegov.com">noelle.woods@waynegov.com</a>
NC	Town of Wrightsville Beach	Hurricane Florence Vegetative & C&D Debris Removal	9,894.9	\$ 121,578.99	10/4-10/26/18	Tim Owens (910) 239-1700 <a href="mailto:towens@towb.org">towens@towb.org</a>
NC	Pamlico County	Hurricane Florence Vegetative & C&D Debris Removal	97,241.0	\$ 759,530.99	10/8/18-2/25/19	Tim Buck (252) 745-3133 <a href="mailto:tim.buck@pamlicocounty.org">tim.buck@pamlicocounty.org</a>
NC	Carteret County	Hurricane Florence Vegetative & C&D Debris Removal	49,861.0	\$ 353,339.88	10/29/18-3/13/19	Randy Cantor (252) 728-8545 <a href="mailto:randy.cantor@carteretcountync.gov">randy.cantor@carteretcountync.gov</a>
NC	Town of Hope Mills	Hurricane Florence Vegetative & C&D Debris Removal	8,478.9	\$ 65,287.53	12/11/18-2/5/19	Don Sisko (910) 429-3384 <a href="mailto:dsisko@townofhopemills.com">dsisko@townofhopemills.com</a>
FL	Town of Bay Harbor Islands	Hurricane Debris Clearing / Removal	7,769.3	\$ 167,467.11	9/12-10/19/17	JC Jimenez (305) 866-6241 <a href="mailto:jjjimenez@bayharborislands-fl.gov">jjjimenez@bayharborislands-fl.gov</a>

<u>ST</u>	<u>CLIENT</u>	<u>CONTRACT #</u>	<u>TOTAL CY</u>	<u>TOTAL AMOUNT</u>	<u>DATE</u>	<u>CONTACT</u>
FL	South Broward Drainage District	Hurricane Debris Clearing / Removal	1,110.3	\$ 193,442.10	9/15-10/12/17 2/16-3/15/18	Joe Certain (954) 680-33337 x208 <a href="mailto:joe@sbdd.org">joe@sbdd.org</a>
FL	City of West Park	Hurricane Debris Clearing / Removal	3,207.48	\$ 30,000.00	9/16/2017	Dan Millien (954) 964-0824 <a href="mailto:dmillien@cityofwestpark.org">dmillien@cityofwestpark.org</a>
CO	City of Boulder	Emergency Tree & Debris Removal		\$ 420,710.00	4/1-5/31/16	Kathleen Alexander (303) 441-3406 alexanderk@bouldercolorad o.gov
MO	Housing Authority of Kansas City	Tree Services			On-going	Ric Chase (816) 968-4100
KS	City of Mission, KS	Nuisance Abatement			1/19/2016	Nilo Fanska (913) 676-8350
KS	City of Roeland Park	Nuisance Abatement			1/19/2016	Shiloh Wells (913) 722-2600
KS	Shawnee County	Line Clearance, Tree Trimming, Stump Removal & Emergency Services		\$ 225,439.00	9/22/2016	Tom Hammer (785) 251-2663
TN	City of Memphis	Emergency Removal Storm Debris		\$ 136,632.00	6/30/16- 6/30/18	Barry Levine (901) 237-2805
NC	City of Goldsboro	Vegetative Debris Removal		\$ 112,575.94	8/4/2016	Tracy Barber (919) 580-4393
NC	Wayne County	Debris Clearing & Removal Services		\$ 28,071.90	11/14/2016	Noelle Woods (919) 705-1714
FL	Broward County Schools	Emergency Debris Cleanup & Removal		\$ 1,491,664.66	12/9/15- 11/30/18	Ron Eggenberger (754) 321-4317
KS	City of Derby	Brush Grinding		\$ 24,100.00	11/1/2015	Michael Day (316) 239-8693
CL	Cleveland Metroparks	2015 Tree Removal Program		\$ 66,300.00	10/1/2015	Jim Rodstrom (216) 739-6044
IL	City of Quincy	Storm Damaged Tree Removal & Trimming Project		\$ 275,400.00	10/1/2015	Jon Vrandenburg (217) 257-9380
MO	University of Central Missouri	On Call Tree Services IFB #9685		Varies	9/17/14- 12/17/18	Brad Mackey (660) 543-4495
MO	North Kansas City	Tree Maintenance Services		\$ 230,140.00	12/1/13- 11/30/18	Chris Cooper (816) 274-6004
MO	Missouri DOT - SW District	On Call Tree Trimming SW-14-029CS		Varies	12/5/13- 11/30/14	Christina Stephens (417) 895-7811

<u>ST</u>	<u>CLIENT</u>	<u>CONTRACT #</u>	<u>TOTAL CY</u>	<u>TOTAL AMOUNT</u>	<u>DATE</u>	<u>CONTACT</u>
MO	Missouri DOT - KC District	On Call Tree Trimming KC-B13-018		Varies	6/14/13- 6/14/16	Toni Terry (816) 347-4112
MO	City of Kansas City, MO	Annual Tree Maintenance & EAB Tree Removal		\$ 3,102,877.00 \$ 999,845.00	6/1/13-6/1/16	Alice Hannon (816) 513-8566
KS	City of Topeka	Final Yard Clean-up		Varies	11/14/2012	Tim Davis (785) 368-0139
KS	City of Derby	2012-022 Brush Grinding		\$ 17,750.00	10/19/2012	Darryl Zimmerman (316) 734-4263
TX	National Park Service	P12PX28609		\$ 59,065.00	10/19/2012	Linda Wheiles (432) 477-2807
KS	City of Lawrence, KS	Levee Clearing at Airport		\$ 63,000.00	5/18/2012	Steve Bennett (785) 832-3123
KS	City of Shawnee, KS	Tree Trimming & Emergency Tree Debris Removal Contract		Varies	6/1/11- 6/1/19	Tammy Snyder (913) 742-6267
TX	National Park Service	P7130100049 Tree Removal Services		\$ 31,670.00	10/8/2010	Linda Wheiles (432) 477-2807
IA	Iowa State University	RFQ 61451 Disaster Recovery - Veenker		\$ 19,968.80	10/1/2010	Brian Burkheimer (515) 294-4793
SD	United States Army Corps. Of Engineers	W9128F-10-M-G034 Tree Trimming / Removal		\$ 87,025.00	9/6/2010	Gary Ledbetter (402) 667-2530
OK	VT Griffin (Fort Sill, OK)	Tree Pruning / Removal Debris Removal		\$ 308,950.00	2/24/2010	Richard Castleberry (580) 442-6557
OK	Picerne Military Housing (Fort Sill, OK)	Tree Pruning Debris Removal		\$ 316,552.50	2/2/2010	Greg Starkey (580) 581-2100
KS	Dept. of Veteran Affairs	Tree Services VA-786-P-0787		\$ 20,725.00	10/7/2009	Jayme Quinley (913) 683-1179
MO	City of Webster Groves, M	Tree Removal		\$ 5,900.00	4/2/2009	Katie Nakazone (314) 963-5319
MO	City of Lees Summit, MO	Annual Tree Maintenance		Multiple	4/16/09- 4/15/15	DeeDee Tschirhart (816) 969-1087
IA	State of Iowa	Tree Removal / Pruning Woodward Resource Center		\$ 15,525.00	3/24/2009	Kim Polish (515) 438-3511
AR	University of Arkansas	Hazardous Limb Removal & Debris Removal		\$ 80,630.00	2/8/2009	Sam Emerson (479) 575-6172
AR	Dept. of Veteran Affairs	Hazardous Limb Removal & Debris Removal VA-564-C90185		\$ 59,900.00	2/9/2009	Kevin Garrison (479) 444-4006
KS	Dept. of Veteran Affairs	Tree Services VA-786-08-RP-0243		\$ 51,300.00	9/26/2008	Jayme Quinley (913) 683-1179
KS	City of Lawrence, KS	Emergency Tree Services		Multiple	1/1/08- 12/31/19	Crystal Miles (785) 832-7970

<u>ST</u>	<u>CLIENT</u>	<u>CONTRACT #</u>	<u>TOTAL CY</u>	<u>TOTAL AMOUNT</u>	<u>DATE</u>	<u>CONTACT</u>
KS	USD #501 Schools Topeka, KS	Tree Services		Multiple	Various Dates	Gary Menke (785) 295-3095
KS	City of Holton, KS	Line Clearance Trimming		\$ 114,534.76	8/29/2008	Scott Frederickson (785) 364-7977
KS	Fort Riley, KS	Tree Trimming, Removal, Stump Grinding		\$ 362,700.00	7/24/2008	John Barber (785) 239-6537
KS	City of Horton, KS	Hazardous Limb Removal Debris Hauling & Removals		\$ 99,949.28	5/12/2008	Levi Henry (785) 486-2681
KS	City of Holton, KS	Hazardous Limb Removal		\$ 57,238.00	4/11/2008	Rex Cameron (785) 364-3379
KS	City of Junction City, KS	Tree Trimming, Removal, & Debris Hauling		\$ 15,441.59	3/1/2008	Steve Hoambrecker (785) 238-7142
KS	City of Topeka, KS	Debris Hauling		\$ 57,790.00	1/15/2008	Adam Moser (785) 368-3758
MO	City of Springfield, MO	027-2008 Tree Removal		\$ 24,160.00	11/1/2007	Joe Payne (417) 864-1135
KS	Dept. of Veterans Affairs	Tree Services VA-786-07-RP-0282		\$ 58,695.00	9/27/2007	Jayne Quinley (913) 683-1179
IA	Iowa City, IA	08-28 Tree Removal		\$ 8,950.00	9/24/2007	Rea Lyn Schepers (319) 356-5106
CO	Larimer County, CO	07-29 Tree Removal		\$ 12,950.00	9/19/2007	Lonnie Berett (970) 498-5671
KS	Saline County, KS	06-0768 Tree Trimming		\$ 31,730.00	10/31/2006	Neil Cable (785) 826-6525
KS	Saline County, KS	05-5114 Tree Trimming		\$ 4,200.00	10/31/2006	Neil Cable (785) 826-6525
KS	City of Lawrence, KS	65349 Tree Trimming		\$ 4,400.00	9/16/2006	Jim Beebe (785) 423-0889
IA	Iowa City, IA	07-16 Tree Removal		\$ 11,600.00	8/4/2006	Rea Lyn Schepers (319) 356-5106
KS	City of Lawrence, KS	64907 Tree Removal		\$ 6,500.00	6/19/2006	Jim Beebe (785) 423-0889
KS	City of Lawrence, KS	64616 Tree Trimming		\$ 4,475.00	5/8/2006	Jim Beebe (785) 423-0889
MO	City of Jefferson City, MO	2262 Tree Trimming & Removal		\$ 18,800.00	4/26/2006	David Grellner (573) 634-6423
KS	Kansas Department of Wildlife Parks	09046 Tree Trimming & Removal		\$ 11,500.00	3/4/2006	Alan Stoops (620) 672-0715

## (AS A SUBCONTRACTOR)

<b><u>ST</u></b>	<b><u>EVENT / DESCRIPTION</u></b>	<b><u>*PRIME CONTRACTOR</u></b>	<b><u>JOB NAME</u></b>
LA	Flooding	DRC	City of Baton Rouge
LA	Flooding	TFR	LA DOT
NC	Hurricane Matthew	Class A (KDF)	NC DOT
FL	Hurricane Matthew	HDR (JB Coxwell)	City of Jacksonville
FL	Hurricane Matthew	Kaiser Kane	FL DOT - District 2
SC	Ice Storm	County Waste	Georgetown County
NJ	Hurricane Sandy	Beeghly Tree (Ashbritt)	New Jersey Tree Trimming & Debris Removal
NY	Hurricane Sandy	Arbormasters (Looks Great Services)	Long Island Railroad
KS	Landclearing	Charah, Inc.	Clearing / Grubbing for Westar Energy
CT	Snowstorm	Arbormasters	Glastonbury, CT
MA/CT	Snowstorm	Beeghly Tree (Ashbritt)	Various in MA & CT
VA	Hurricane Irene	Garrettson Const. (Phillips & Jordan)	Prince George / Dinwiddie Co., VA
VA	Hurricane Irene	Crump Construction (OMNI)	Henrico Co., VA
AL	Tornado - Leaner/Hanger	Bolt Const. (Phillips & Jordan)	Jackson Co., AL
AL	Tornado - Leaner/Hanger	Thunder (Phillips & Jordan)	DeKalb Co., AL
AL	Tornado - Leaner/Hanger	Garrettson Const. (Phillips & Jordan)	Cullman Co., AL
MO	Tornado - Debris	Optimal Recovery (Phillips & Jordan)	Joplin, MO
AL	Tornado - Debris	Bamaco (Phillips & Jordan)	DeKalb Co., AL
AL	Tornado - Debris	Optimal Recovery (Phillips & Jordan)	Elmore Co., AL
AL	Tornado	Aster & Cross	AT&T Line Clearing
AL	Tornado - Debris	Optimal Recovery (Phillips & Jordan)	Tuscaloosa, AL
AL	Tornado - Debris	Ceres	Pleasant Grove, AL
MD	Line Clearance	Evans Tree Works (Merciers)	PG&E Line Clearance
SC	Tree Removal	SRS, Inc.	SC DOT
MS	Tornado - Debris	Crump Construction (SRS)	Yazoo City, MS
MS	Tornado - Debris	Deason Construction (SRS)	Holmes Co., MS
TN	Flood - Debris	Deason Construction (SRS)	Nashville, TN
TN	Flood - Debris	B & B Environmental (DRC)	Nashville, TN
TX	Hurricane Ike	B & B Environmental (DRC)	Galveston, TX ROE
KS	Ice Storm	Pro-Line Construction	Doniphan Co. Electric Co-op
KY	Ice Storm	Bamaco	Henderson County, KY
AR	Ice Storm	SRS, Inc.	Springdale, AR
AR	Ice Storm	United Disaster Response (DRC)	Fayetteville, AR
AR	Ice Storm	DEH (DRC)	Green County, AR
TX	Hurricane Ike	Cahaba (DRC)	Galveston, TX
TX	Hurricane Ike	DEH (AshBritt)	Pasadena, TX
TX	Hurricane Ike	TL Disaster Service (DRC)	Kingwood, TX
TX	Hurricane Ike	United Disaster Response (TFR)	Polk County, TX
TX	Hurricane Ike	United Disaster Response (TFR)	Fort Bend County, TX
LA	Hurricane Gustav	Integrated Pro Services	Terrabonne Parish, LA
NE	Wind Storm	United Disaster Response (TFR)	Omaha, NE
MO	Ice Storm	Integrated Pro Services	St. Joseph, MO

<b><u>ST</u></b>	<b><u>EVENT / DESCRIPTION</u></b>	<b><u>*PRIME CONTRACTOR</u></b>	<b><u>JOB NAME</u></b>
MO	Ice Storm	United Disaster Response (Crowder)	Joplin, MO
OK	Ice Storm	United Disaster Response (Bamaco)	Del City, OK
OK	Ice Storm	United Disaster Response (Bamaco)	Mustang, OK
OK	Ice Storm	United Disaster Response (Crowder)	Sand Springs, OK
LA	Hurricane Katrina	Integrated Pro Services (Ceres)	Jefferson Parish, LA
LA	Hurricane Katrina	Templar Titan (Phillips & Jordan)	Orleans Parish, LA
MO	Ice Storm	BLG Environmental (DRC)	Springfield, MO
MO	Ice Storm	Ace Tree Service (DRC)	Greene County, MO
NY	Snow Storm	United Disaster Response (TFR)	Erie County, NY
FL	Hurricane Wilma	United Disaster Response (TFR)	City of Hollywood, FL
LA	Hurricane Katrina	United Disaster Response (OMNI)	St. Tammany Parish, LA
LA	Hurricane Katrina	United Disaster Response (TFR)	Louisiana DOT
LA	Hurricane Katrina	United Disaster Response (OMNI)	City of New Orleans, LA
LA	Hurricane Katrina	Kansas City Tree Care (TFR)	NAS New Orleans
<b>*SUB TO PRIME CONTRACTOR</b>			



# ***TOWN OF CEDAR POINT***

**Mayor**  
*Scott Haisell*

**Mayor Pro-Tem**  
*Pam Castellano*

**Board of Commissioners**  
*John M. Nash*  
*Pam Castellano*  
*David Winberry*  
*Frankie Winberry*



**Town Administrator**  
*Christopher D. Seaberg*

**Mailing Address**  
*PO Box 1687*  
*427 Sherwood Avenue*  
*Swansboro, NC 28584*  
*Phone: 252-393-7898*

***www.cedarpointnc.org***

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December 3, 2018

Mr. Greg Gathers  
Custom Tree Care, Inc.  
3722 SW Spring Creek Lane  
Topeka, KS 66610

Dear Mr. Gathers

Hurricane Florence left the Town of Cedar Point considerably damaged, with significant amounts of debris, both vegetative and construction. Custom Tree Care, Inc. did a great job not only getting the debris cleaned up and hauled off, but in an orderly fashion.

We appreciate the dedication and professional service that the staff of Custom Tree Care provided to the Town of Cedar Point.

Sincerely,

A handwritten signature in cursive script that reads "Jayne Calhoun".

Jayne Calhoun  
Town Clerk

Mayor David Fowler  
Commissioner Steve Martin  
Commissioner Mike King  
Commissioner Charlie Evans




102 Dolphin Street  
Cape Carteret, NC 28584

Mayor Pro Tem Minnie Truax  
Commissioner Don Miller  
Town Manager Zachary Steffey  
Attorney Brett DeSelms

February 18, 2019

To Whom It May Concern:

Custom Tree Care was mobilized to the Town of Cape Carteret following Hurricane Florence to provide vegetative and C&D debris removal. We were pleased with the speed at which Custom Tree Care mobilized and their willingness to work with the Town to get the debris removed in an expeditious manner. Custom Tree Care demonstrated a commitment to making sure that the Town and our citizens were pleased with the debris removal process and they addressed all issues in a timely manner. We would recommend Custom Tree Care to any client looking for prompt and professional debris removal services.

  
Zachary Steffey  
Town Manager

William Blair, III  
Mayor

Elizabeth King  
Alderman

Ken Dull  
Alderman



Darryl Mills  
Mayor Pro Tem

Hank Miller  
Alderman

Tim Owens  
Town Manager

## TOWN OF WRIGHTSVILLE BEACH

Post Office Box 626  
321 Causeway Drive  
Wrightsville Beach, North Carolina 28480  
(910)239-1700  
FAX (910)256-7910

January 30, 2019

Greg Gathers  
Custom Tree Care  
6021 SW 29<sup>th</sup> Street, PMB 130  
Topeka, Kansas PMB 130

Dear Mr. Gathers,

Custom Tree Care, Inc. did an outstanding job of clearing the Town of debris associated with Hurricane Florence. The response time was extremely fast and the work was completed quickly. Custom Tree Care Staff were accessible and easy to work with even during the busiest of times. All of the sub-contractors that worked on the job did a remarkable job given the limited space allowed to get the work done.

In addition, the Town originally thought that the services of Custom Tree Care, Inc. would be needed for assistance with the initial clearing of debris from roads. When called, Custom Tree Care, Inc. was prepared to respond quickly. I appreciate all of the hard work by Custom Tree Care, Inc. that allowed us to begin the recovery process. If needed, I would recommend Custom Tree Care, Inc. to other governmental entities for disaster recovery work.

Sincerely,

Timothy W. Owens  
Town Manager



## TOWN of BELVILLE

*Incorporated 1977*

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63 River Road  
Belville, NC 28451

Telephone (910) 371-2456  
Fax (910) 371-2474

FEBRUARY 20, 2019

TO WHOM IT MAY CONCERN:

THE TOWN OF BELVILLE RECOMMENDS CUSTOM TREE CARE AS A REPUTABLE COMPANY THAT PERFORMS WITH EXCELLENCE. CUSTOM TREE CARE HAS CONDUCTED DEBRIS REMOVAL OPERATIONS FOR THE TOWN AFTER STORM EVENTS AND THEIR CREWS CONTINUE TO IMPRESS OUR STAFF WITH THEIR HIGH REGARD FOR SAFETY AND ACCOUNTABILITY WHILE COMPLETING THE TASKS THAT ARE ASSIGNED.

WE LOOK FORWARD TO A CONTINUED PARTNERSHIP WITH THEIR COMPANY TO ASSIST THE TOWN WITH THE RESPONSE AND RECOVERY PHASE OF NATURAL DISASTERS.

SINCERELY,

ATHINA WILLIAMS, TOWN ADMINISTRATOR

AW



**WAYNECOUNTY**  
NORTH CAROLINA

Phone: (919) 731-1417  
Fax (919) 731-1388

March 14, 2019

To Whom It May Concern:

It is my privilege to write this letter of reference for Custom Tree Care. We starting doing business with Custom Tree Care in 2016 and have been working with them ever since. I learned very quickly that the employees with Custom Tree Care are thoughtful, highly regarded and very good at what they do. They have earned the admiration of people that were fortunate enough to work with them.

I would recommend them for any debris removal project.

Sincerely,

Noelle Woods  
Purchasing Manager  
County of Wayne

**THE GOOD LIFE. GROWN HERE.**

WAYNE COUNTY FINANCE OFFICE  
PO BOX 227  
GOLDSBORO, NC 27533



November 28, 2017

**RE: Recommendation Letter for Custom Tree Care, Inc.**

**Town Council**

Jordan W. Leonard  
Mayor

Stephanie Bruder  
Vice Mayor

Joshua D. Fuller  
Council Member

Kelly Reid  
Council Member

Isaac Solver  
Council Member

Elizabeth Tricoche  
Council Member

Robert Yaffe  
Council Member

**Town Officials**

Ronald J. Wason  
Town Manager

Marlene M. Siegel  
Town Clerk

Craig B. Sherman  
Town Attorney

To whom it may concern:

It is with great pleasure that I write this letter of recommendation for Custom Tree Care, Inc. (CTC).

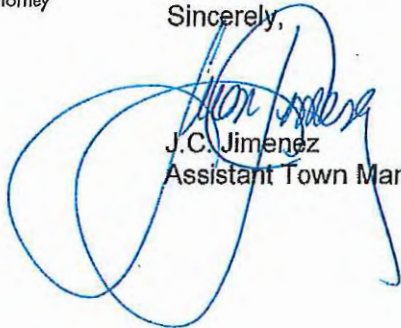
The Town contracted with CTC for Disaster Debris Management Services in June of this year at the beginning of Hurricane Season. Three months later, Hurricane Irma came through South Florida and the Town quickly called upon CTC for help. CTC arrived on site prior to the hurricane and remained on site until the cleanup was complete. Their crews began cutting up and cleaning up debris immediately following the storm and did not stop until the cleanup efforts were completed in less than 3 weeks. The debris was then grinded down and hauled off to the landfill, with the final load being hauled on October 17, 2017. Needless to say, CTC was remarkably responsive and thorough in completing post hurricane cleanup operations.

In addition to their incredible cleanup efforts, CTC and their staff are extremely knowledgeable with the FEMA guidelines and required documentation. They provided the Town with all of the documents required for federal assistance in a neat and orderly manner. During their first field visit, the FEMA representative received all of the information required and our request for reimbursement is currently being processed.

Greg and his crew at CTC are extremely professional, competent, courteous and are truly a pleasure to work with. Hiring CTC is, without question, the best decision that I have ever made.

If you need any additional information, please do not hesitate to contact me at 305-866-6241 or at [jjimenez@bayharborislands-fl.gov](mailto:jjimenez@bayharborislands-fl.gov).

Sincerely,

  
J.C. Jimenez  
Assistant Town Manager

MAYOR JOSEPH J. GARDNER GOVERNMENT CENTER





## SOUTH BROWARD DRAINAGE DISTRICT

March 19, 2018

To Whom It May Concern

**RE: LETTER OF REFERENCE FOR CUSTOM TREE CARE, INC.**

To Whom It May Concern:

Please be advised that Custom Tree Care, Inc. provided contract services to South Broward Drainage District (SBDD) for Hurricane Irma debris removal and disposal.

Custom Tree Care, Inc. assisted SBDD in the removal of Hurricane Irma debris (trees and vegetation) from within water bodies at approximately 100 locations throughout SBDD's jurisdictional boundaries. In addition, Custom Tree Care, Inc. loaded and hauled 1,110 Cubic Yards (CY) of stockpiled debris from SBDD's Disaster Debris Management Site (DDMS) to the Broward County landfill approximately 30 miles away.

Custom Tree Care, Inc. performed all of its work in accordance with the terms and conditions of the contract with SBDD.

If you have any questions or require any additional information regarding this letter of reference, please call.

Sincerely,

SOUTH BROWARD DRAINAGE DISTRICT

Kevin M. Hart, P.E., CFM  
District Director



City of West Park  
1965 South State Road 7  
West Park, FL 33023  
Phone: 954-989-2688  
Fax: 954-989-2684

[www.cityofwestpark.org](http://www.cityofwestpark.org)

Eric H. Jones, Jr.  
Mayor

...

Brian C. Johnson  
Vice-Mayor

...

Felicia M. Brunson  
Commissioner

...

Thomas W. Dorsett  
Commissioner

...

Kristine Judeikis  
Commissioner

...

W. Ajibola Balogun  
Administrator

...

Alexandra Grant  
Clerk

March 27, 2018

Subject: Custom Tree Care, Letter of Reference

To whom it may concern:

The subject vendor is currently one (1) of our contracted emergency debris collectors/haulers and played an instrumental part with our recovery during the Hurricane Irma event, here in Broward County, during fall of 2017. Their staff is responsive to our needs and professional while performing contracted duties. We hold no reservation as to recommending C.T.C. to fellow colleagues and plan to utilize their expertise in the near future.

If you have any question and/or concerns please contact me at 954-964-0284.

Sincerely,

Daniel Millien  
Public Works Operations Manager



City of Goldsboro  
1801 Clingman Street  
Goldsboro, NC 27533  
919.734.8674  
www.goldsboronc.gov

*"Getting Dirty so the City Can Shine!"*



## Letter of Reference

Greg,

I just wanted to pass on our thanks and appreciation for working with us and the citizens of Goldsboro during our recovery efforts after hurricane Matthew. Your staff was extremely accommodating and willing to work with us at every level to ensure debris was collected and removed as expediently as possible from within our City.

Your flexibility and willingness to continue to haul vegetative debris, even weeks after being awarded a separate contract to haul C & D debris, allowed us time to ensure all vegetative debris was collected and hauled away.

It was a pleasure doing business with you I would definitely recommend Custom Tree Care for future services.

Respectfully,

A large, stylized handwritten signature in black ink, appearing to read "Richard E.A. Fletcher III".

Richard E.A. Fletcher III  
Interim Public Works Director  
City of Goldsboro, NC

TO WHOM IT MAY CONCERN:

Please accept this letter of recommendation for Custom Tree Care, Inc.

CTC, Inc. worked on numerous projects for Storm Reconstruction Services, Inc. performing debris removal, debris reduction and disposal for the past 10 years.

During that time, CTC, Inc. performed all projects in a professional, safe manner and met or exceeded all Project deadlines. They also went above and beyond the usual requirements, ensuring that all personnel had all certifications, licensing, insurances and bonding that gave them a more competent edge.

Mr. Greg Gathers, President and Owner of CTC, Inc. communicated openly with the Project managers and assisted in sharing the responsibility of the jobs as if they were his own.

CTC, Inc. has grown to become a major contender in the disaster recovery business. CTC, Inc. has the latest equipment suitable to perform the tasks at hand. Mr. Gathers' handpicked crews possess the training, backgrounds and expertise to perform all operations efficiently and effectively. CTC, Inc. is able to analyze and assess the most expedient recovery plans and provide their contracting partners with immediate boots on the ground service.

Storm Reconstruction Services, Inc. highly recommends Custom Tree Care, Inc. as your next Prime Contractor in any size catastrophic recovery operation.

If you would like additional information, please phone me on my cell 205-242-1501.

Sincerely,

C. Patton  
Vice President (Retired)  
Operations Manager

Storm Reconstruction Services, Inc.

TO WHOM IT MAY CONCERN:

Please accept this letter of recommendation for Custom Tree Care, Inc.

Witt O'Briens had the pleasure of working alongside Custom Tree Care, Inc. during November and December 2016. During that time, our prime responsibility was to monitor, document and validate all debris activities performed by the contractors.

We found Custom Tree Care, Inc to be the most professional, and safety- minded contractor we have ever worked with.

They performed all required duties in a timely manner, utilizing the best maintained equipment for the purpose.

The required documentation provided to us exceeded what we have experienced in the past. Thereby, allowing the contracting agency to receiving federal, state and other compensation in a most expedient manner.

We feel that, although Custom Tree Care, Inc. may not be the largest or the oldest in the emergency recovery business they are by far one of the best in the business.

Therefore, we are happy to give a full recommendation on their services.

Please contact Ryan Booth at 251-509-6923 or [rbooth@wittobriens.com](mailto:rbooth@wittobriens.com) for further information.

Sincerely,

Ryan Booth  
Debris Operations Specialist  
Witt O'Briens



## **Current Debris Removal Contract List**

### **❖ Florida**

- Broward County Public Schools
- School District of Palm Beach County
- City of St. Cloud
- City of West Park
- South Broward Drainage District
- Town of Bay Harbor Islands
- Santa Rosa County School Board
- Osceola School District
- Miami Dade College
- City of Doral
- City of South Miami
- City of Lake Worth
- Indian Creek Village
- Bal Harbour Village
- Key Colony Beach
- City of Miramar
- City of Hollywood
- City of Orange City
- Town of Pembroke Pines
- Seminole County School Board
- Miami Dade County Public Schools
- Florida International University
- City of Springfield
- City of Cape Coral
- Village of El Portal

❖ **Georgia**

- Forsyth County
- Banks County
- Lumpkin County

❖ **Indiana**

- City of Indianapolis

❖ **Kansas**

- City of Lawrence
- City of Shawnee
- City of Roeland Park

❖ **Louisiana**

- New Orleans Park

❖ **Mississippi**

- Lee County

❖ **Missouri**

- City of St. Louis
- City of North Kansas City
- University of Central Missouri
- Missouri Department of Transportation
- Housing Authority of Kansas City
- City of Independence
- Franklin County

❖ **North Carolina**

- Pamlico County
- Town of Hope Mills
- Town of Cape Carteret
- Town of Cedar Point
- Town of Beaufort
- Wayne County
- Town of Morehead City
- Town of Beaufort
- Town of Emerald Isle
- Town of Atlantic Beach

- Town of Belville
- Town of Carolina Beach
- Town of Wrightsville Beach
- City of Southport

❖ **Texas**

- Brazoria County
- City of Sweeny
- Chambers County
- HGAC (Houston-Galveston Area Council)
- City of Cedar Hill
- City of Seabrook
- City of La Porte
- City of Oyster Creek

❖ **Virginia**

- City of Roanoke



## References

<u>CLIENT</u>	<u>DESCRIPTION</u>	<u>CONTACT</u>
<b>Town of Beaufort</b> 701 Front St. Beaufort, NC 28516	Hurricane Debris Clearing / Removal	Mark Eakes (252) 904-6477 <a href="mailto:m.eakes@beaufortnc.org">m.eakes@beaufortnc.org</a>
<b>Town of Belville</b> 63 River Rd. Belville, NC 28451	Hurricane Debris Clearing / Removal	Athina Williams (910) 371-2456 <a href="mailto:townadministrator@townofbelville.com">townadministrator@townofbelville.com</a>
<b>Town of Cape Carteret</b> 102 Dolphin St. Cape Carteret, NC 28584	Hurricane Debris Clearing / Removal	Zach Steffey (252) 393-8483 <a href="mailto:zsteffey@capecarteret.org">zsteffey@capecarteret.org</a>
<b>Town of Carolina Beach</b> 1121 North Lake Blvd. Carolina Beach, NC 28428	Hurricane Debris Clearing / Removal	Brian Stanberry (910) 458-8291 <a href="mailto:brian.stanberry@carolinabeach.org">brian.stanberry@carolinabeach.org</a>
<b>Town of Cedar Point</b> 427 Sherwood Avenue Cedar Point, NC 28584	Hurricane Debris Clearing / Removal	Jayne Calhoun (252) 393-7898 <a href="mailto:jcalhoun@cedarpointnc.org">jcalhoun@cedarpointnc.org</a>
<b>Town of Wrightsville Beach</b> 321 Causeway Drive Wrightsville Beach, NC 28480	Hurricane Debris Clearing / Removal	Tim Owens (910) 239-1700 <a href="mailto:towens@towb.org">towens@towb.org</a>
<b>Carteret County</b> 302 Courthouse Square Beaufort, NC 28516	Hurricane Debris Clearing / Removal	Randy Cantor (252) 728-8545 <a href="mailto:randy.cantor@carteretcountync.gov">randy.cantor@carteretcountync.gov</a>
<b>Pamlico County</b> 302 Main St. Bayboro, NC 28515	Hurricane Debris Clearing / Removal	Tim Buck (252) 745-3133 <a href="mailto:tim.buck@pamlicocounty.org">tim.buck@pamlicocounty.org</a>
<b>Town of Hope Mills</b> 5770 Rockfish Road Hope Mills, NC 28348	Hurricane Debris Clearing / Removal	Don Sisko (910) 429-3384 <a href="mailto:dsisko@townofhopemills.com">dsisko@townofhopemills.com</a>
<b>City of Boulder, CO</b> P.O. Box 791 Boulder, CO 80306	Debris Removal, Storm Damaged Tree Trimming & Removal	Kara Mertz (720) 878-6127 <a href="mailto:mertzka@bouldercolorado.gov">mertzka@bouldercolorado.gov</a>

<u>CLIENT</u>	<u>DESCRIPTION</u>	<u>CONTACT</u>
<b>South Broward Drainage District</b> 6591 SW 160th Avenue Southwest Ranches, FL 33331	Hurricane Debris Clearing / Removal	Kevin Hart (954) 680-3337 x206 <a href="mailto:kevin@sbdd.org">kevin@sbdd.org</a>
<b>City of West Park</b> 196S S. State Rd 7 West Park, FL 33023	Hurricane Debris Clearing / Removal	Dan Millien (954) 889-4162 <a href="mailto:dmillien@cityofwestpark.org">dmillien@cityofwestpark.org</a>
<b>Town of Bay Harbor Islands</b> 9665 Bay Harbor Terrace Bay Harbor Islands, FL 33154	Hurricane Debris Clearing / Removal	J.C. Jimenez (305) 866-6241 <a href="mailto:icjimenez@bayharborislands-fl.gov">icjimenez@bayharborislands-fl.gov</a>
<b>School Board of Broward County</b> 7720 West Oakland Park Blvd Sunrise, FL 33351	Hurricane Debris Clearing / Removal	Roy Norton (754) 321-4316 <a href="mailto:roy.norton@browardschools.com">roy.norton@browardschools.com</a>
<b>City of Goldsboro, NC</b> P.O. Box Drawer A Goldsboro, NC 27530	Vegetative Debris Removal	Rick Fletcher (919) 739-7413 <a href="mailto:rfletcher@goldsboronc.gov">rfletcher@goldsboronc.gov</a>
<b>Wayne County, NC</b> 224-226 E. Walnut St. Goldsboro, NC 27533	Debris Clearing & Removal Services	Noelle Woods (919) 705-1714 <a href="mailto:noelle.woods@waynegov.com">noelle.woods@waynegov.com</a>
<b>City of Derby, KS</b> 611 Mulberry, Ste. 300 Derby, KS 67037	Brush Grinding	Steve White (316) 788-0301 <a href="mailto:stevewhite@derbyweb.com">stevewhite@derbyweb.com</a>
<b>City of Lawrence, KS</b> 6 East 6th Street Lawrence, KS 66044	Tree Trimming, Tree Removal & Debris Removal	Crystal Miles (785) 832-7970 <a href="mailto:cmiles@lawrenceks.org">cmiles@lawrenceks.org</a>
<b>City of Shawnee, KS</b> 1110 Johnson Drive Shawnee, KS 66203	Debris Removal, Tree Trimming & Tree Removal	Kevin Taylor (913) 631-2500 <a href="mailto:ktaylor@cityofshawnee.org">ktaylor@cityofshawnee.org</a>
<b>City of Kansas City, MO</b> 1520 W. 9th Street Kansas City, MO 64101	Tree Trimming, Tree Removal, Stump Removal & Debris Removal	Louis Cummings (816) 719-3176 <a href="mailto:louis.cummings@kcmo.org">louis.cummings@kcmo.org</a>
<b>City of North Kansas City, MO</b> 2010 Howell St. North Kansas City, MO 64116	Tree Trimming, Tree Removal & Debris Removal	Chris Cooper (816) 274-6004 <a href="mailto:ccooper@nkc.org">ccooper@nkc.org</a>





### Current Industry Association Memberships

- Arkansas Emergency Management Association  
<http://www.arkansas-ema.org>
- Better Business Bureau  
<http://www.bbb.org>
- Emergency Management Association of Texas  
<http://www.emat-tx.org>
- Florida Emergency Preparedness Association  
<http://www.fepabeta.org>
- International Association of Emergency Managers  
<http://iaem.com>
- International Society of Arboriculture  
<http://www.isa-arbor.com>
- Iowa Emergency Management Association  
<http://iowaema.com>
- Kansas Emergency Management Association  
<http://www.kema.org>
- Louisiana Emergency Preparedness Association  
<http://lepa.org>
- Missouri Emergency Management Association  
<http://www.mo-ema.org>

- National Emergency Management Association  
<http://www.nemaweb.org>
- North Carolina Emergency Management Association  
<http://www.ncema.net>
- Oklahoma Emergency Management Association  
<http://www.oema.us>
- South Carolina Emergency Management Association  
<http://www.scemaonline.org>
- Tree Care Industry Association  
<http://tcia.org>

## PRE-EVENT /EVENT RESPONSE TIME

Due to our experience with rapid mobilization and the need for communication with our contracting partners, CTC, Inc. has developed procedures to minimize the time necessary to respond to a disaster. We can mobilize the required number of crews and personnel within 24 hours of a Notice to Proceed. In the instance of hurricanes, especially for predisposition contracts, response time is even faster.

### PRE-POSITIONING

During hurricane season, CTC, Inc. closely watches the buildup of potential tropical storms or hurricanes. As a storm approaches a location for which we have a predisposition contract, we will begin placing staff on alert and pre-positioning both staff and equipment. The Regional Manager nearest that location will be responsible for coordinating those efforts.

The pre-positioned resources will:

- 1) Be located as close to the potential impact area as possible without putting them in harm's way
- 2) Have recovery equipment immediately accessible to our contracting partners. We take into consideration that damaged or destroyed by the storm obviously affects the timely response capability, therefore;
- 3) Provide Local, experienced subcontractors who are on standby and alert, and will provide details on their resources that can be deployed immediately upon request.

As the storm nears landfall, and the potential impact on the area becomes more refined, Our Management Team and specialists will:

- 1) Make an initial assessment of size of the potential debris problem.
  - 2) Make a determination of what additional resources may be needed, based on that previous assessment.
  - 3) Determine how those resources will be deployed.
  - 4) Transmit information to potential subcontractors. In most catastrophic events, our prime subcontractors are familiar with the procedure and headed to the affected areas.
  - 5) Provide a buildup of resources over a short period of time as needed.
- Until the immediate response agencies (law enforcement, fire departments, etc.) provide approval, there will be a limitation on the amount of debris removal equipment that can be moved into an area and what operations can be initiated.

That means that we can have the equipment and personnel available within a short period of time, but remains committed to close coordination with the immediate responders' needs. Resources will be deployed to provide the best response commensurate with limitations established by the immediate responders.

### IMMEDIATE DEBRIS OPERATIONS

We have in-house resources to begin debris operations almost immediately, especially debris clearance (moving debris to the sides of the roads and streets to allow access of emergency vehicles). As the information regarding the extent of the debris impact areas becomes more exact, the amount and type(s) of equipment required to conduct an efficient operation will become more refined.

This general procedure ensures that, in the event of a hurricane (or other disaster that provides some warning), we can have trained, experienced personnel with appropriate equipment on site and working in a minimum amount of time – regardless of the location of that disaster.

In the immediate aftermath of a disaster for which there was no warning (tornado, earthquake, bombing), the deployment procedures developed and used by us still minimize the time required to adequately respond. All equipment is maintained in a ready-to-deploy condition. Personnel are accustomed to short notice, and the internal communications system used by us ensures that key personnel are readily available. In most instances, we can be operational on-site within 24 hours, often before access is permitted to portions of the damaged area. Frequently, that time is much less than 24 hours after receipt of a Notice to Proceed.

We understand the necessity to begin debris operations quickly and conduct them efficiently.

## Technical Approach

### Mobilization Plan

This Mobilization Plan outlines the approach strategy that CTC, Inc. uses after a state of disaster. We fully recognize and comprehend that it is our pro-emptive duty to ensure sure that this plan is carried out in a time of emergency when you may have no way to communicate with us. Therefore, we assume the responsibility of being able to move into the impacted area and carry out our assigned mission, with full capability, no matter how severe the damage may be.

Our years of experience tell us that when equipment is brought in from multiple different directions, including right here in your community, we are able to provide a more expedient mobilization. This is why, with a pre-event contract in place, we plan in advance to call resources in from numerous different locations, and via numerous different routes of entry.

Our subcontractors, who are local to your area, are experienced and aware of the needs of CTC, Inc. They become integral members of our advance planning team. Their input and area knowledge are called up during both advance planning, and post-event response operations.

For those events that impact is forecast (hurricanes, tropical storms, ice storms, and floods) there is advance warning and an ability to monitor and track the developing weather pattern. For these predictable events, sufficient time is allowed for confirmation of situation-specific pre-planning efforts and preparation which ultimately allows for a more rapid and coordinated mobilization. With these forecast events, CTC, Inc. will identify several staging areas within a 50 -100 mile radius of the forecast impact zone and mobilize the equipment and manpower needed for the immediate push. Through this advance planning, we are able to guarantee an immediate response to the emergency clearance of debris from the roadways phase of operations. CTC, Inc. will pre-position personnel and equipment in your community when directed. We will identify several points and paths of entry into your community/damage zone can be made. The number and use of these areas will depend largely on the size and destructive force of the event that is being responded to. In addition, multiple points-of-entry or paths into critical response zones will be identified.

The CTC, Inc. Project Manager will be in close contact with your Project Manager or designed POC, as the event impact draws closer. If required, we will arrive with our advance team and position ourselves in your Emergency Operations Center (EOC) or other suitable Debris Command Center prior to the landfall of a storm, regardless of anticipated storm category. Coordination can then be affected regarding the entry of response entry into the damage zone.

The Mobile Command Center will normally be in place within 24 hours, if required, after the Notice to Proceed and provide the communication link between all agencies, and provide a field site for daily briefings and coordination. This Command Center enables CTC, Inc. to have unlimited access, via satellite, that will provide phone, fax and broadband Internet connection regardless of damage to cable and local wireless infrastructure.

CTC, Inc. has established the following schedules of crew deployment for your community. The quantity and make-up of crews required will be made during the Initial Damage Assessment (IDA) stage, immediately following the event. Categories of hurricanes have been selected as representative indicators of the damage likely to occur. These only represent a baseline on which to illustrate our mobilization schedule for you.

#### *Category 1 & 2 Hurricanes / Tropical Storms/Ice/Snow Storms -- Spot Jobs/Small Event (Vegetative Debris Only)*

- 80% of crews within 24 hours of NTP
- 100% of crews within 48 hours of NTP

#### *Category 3 Hurricanes / Tropical Storms/Ice/Snow Storms -- Significant Event (Woody and C&D Debris)*

- 40% of crews within 24 hours of NTP
- 60% of crews within 48 hours of NTP
- 100% of crews within 72 hours of NTP

*Category 4 Hurricanes/Tropical Storms/Ice/Snow Storms -- Significant/Catastrophic Event (All Categories of Debris)*

- 25% of crews within 24 hours of NTP
- 40% of crews within 48 hours of NTP
- 60% of crews within 72 hours of NTP
- 100% of crews with 96 Hours of NTP

*Category 5 Hurricanes Tropical Storms/Ice/Snow Storms / -- Catastrophic Event/Total Devastation (All Categories of Debris)*

- 25% of crews within 24 hours of NTP
- 60% of crews within 72 hours of NTP
- 100% of crews with 96 hours of NTP

CTC, Inc. is familiar with catastrophic events of all scope and sizes. CTC also monitors its performance on a daily basis, and after consultation with you, will bring more resources as necessary to meet your developing schedule for work output.

**Operations and Management Plan**

In general terms, following a written Notice to Proceed, CTC, Inc. debris management work will typically consist of the following, as listed in chronological (though often overlapping or concurrent) order. Each of these work tasks will be closely coordinated with and as directed by City or County staff.

1. Pushing and clearing debris from primary arterial highways that serve previously identified critical facilities. No attempt to remove debris is made at this time. The objective of this "cut and push" effort is to open roadways to emergency response vehicular traffic. This work is conducted during the "emergency period" immediately following the event with FEMA guidelines limiting it to the first 70 work hours and may include working between sundown and sunrise. A great emphasis is placed on safety during this time as downed power line present a true hazard to the health and safety of response crews. Close coordination with the local electrical company will be conducted throughout this period.
2. During this timeframe, debris removal equipment and personnel will begin to be "checked in" with all necessary documentation gathered, and trucks and trailers measured (CY) for maximum load carrying capacity and identification placards installed. Also during this time, the Temporary Debris Staging and Reduction Sites (TDSRS) will be located, regulatory approval gained for, and construction for operations begun.
3. As soon as the TDSRS is ready to receive debris (interior haul roads established and traffic control patterns formulated; site does not need to be ready for reduction/recycling efforts at this time), debris removal crews will be dispatched to begin gathering, loading and hauling debris to its designated site (vegetative debris will be taken to the TDSRS and Construction and Demolition (C&D) debris will be taking to a local, lawfully permitted landfill or other site as may be specified.
4. As the number of crews and equipment increases (called the "ramp up" period), so does the need for qualified monitors to be assigned to each crew, or zone. These monitors will issue load tickets for each load of debris managed, and certify to reimbursement agencies its "eligibility." Our crews are generally kept in the same zone and sector throughout the clean-up. This helps to identify responsible parties when damage to private property is reported, investigated, and resolved.



5. Citizen drop-off points may be established in the community. This gives those citizens who wish to remove debris from their private property a place to bring it, and greatly reduces the number of illegal dumping complaints that will be received. CTC, Inc. will provide the necessary equipment and manpower to safely operate these sites, and clean them of all debris at the end of each day.
6. As debris removal operations progress, and the TDSRS is made ready for reduction/recycling operations (including baseline environmental (soil and groundwater sampling when required)), debris removal crews will continue on a daily, uninterrupted basis, to haul vegetative debris and recyclables to the TDSRS. C&D debris will continue to be hauled to a local, lawfully permitted landfill. Additional crews will be brought in to conduct all tree trimming and stump removal operations.
7. Debris removal crews will normally make three scheduled passes in each zone and sector. Approximately 60% of all debris managed is removed from the right-of-way during the first pass. Once the majority of vegetative and C&D debris have been removed, White Goods (washers, dryers, refrigerators, freezers, air conditioning units, stoves, water heaters, and dishwashers) will be loaded and hauled to either the TDSRS for recycling, or to a local, lawfully permitted landfill as directed.
8. Multiple, scheduled passes will be made until debris removal operations are completed, as determined by the government contracting agency.
9. As debris operations begin to come to a close (the "ramp down" period), crews and equipment that are no longer required will be released from duty.
10. Once all activities are completed at the TDSRS, site closure will begin. This includes, but is not limited to the following:
  - Removal of all debris reduction by-products.
  - Removal of all equipment, office trailers, inspection towers, and portable toilets and wash stations.
  - Removal of all stone utilized to create points of ingress and egress, interior haul roads, and parking areas.
  - Removal of all site features (fencing and erosion control) that may have been constructed.
  - End-of-Job environmental samples are taken, tested, and compared to baseline samples.
  - CTC, Inc. will then request a final inspection from the appropriate government official. A "punch list" of items to be corrected is developed and final closure action taken. Only upon mutual, written agreement between the property owner, government official, and CTC, Inc. Project/Operations Manager is a site considered closed.

Debris removal, reduction and disposal work hours are generally defined as from sun-up to sundown, seven (7) days/week, including holidays. This schedule will be coordinated with, and approval gained from local officials.

This chronology of debris operations is defined in general terms only. Additional specific items of work may be directed by the local officials and work performed by CTC, Inc. All work will be performed so as to not interfere, to the greatest extent possible, with all other emergency response agencies, including but not limited to: utility companies, government agencies, volunteers and local government forces.

#### Debris Volume Estimation

Estimating the volume of debris generated following an event is not an exact science. At CTC, Inc. we utilize several different methodologies to make "an educated estimation." These include: utilization of the US Army Corps of Engineers Hurricane Debris Volume Estimation Model; a per household times the total number of households method; a per mile of roadway times the total miles of roadway method; and other data as may be available. Each of these methodologies and estimates is lead by an experienced CTC, Inc. team member whom has significant history in making just these type estimates of material on the ground.

#### Billing/Invoices

At the conclusion of each day's work activities, daily reports and load tickets are collected from all CTC, Inc. supervisory personnel. These are then reviewed for completeness and correctness and entered into our proprietary database. This data entry is normally accomplished at our headquarters office where we will maintain work stations for this purpose. This data entry normally follows the work effort by just one day, meaning that the City will have nearly real-time data throughout the project. Invoices are normally generated on a bi-weekly or monthly basis, dependent upon the schedule mutually agreed upon. Our records are maintained for a minimum of ten (10) years to ensure that we can support whatever request the City may have, particularly during the audit that will be performed by DHS/FEMA.

#### Authorized Persons

Grog Gathers  
Brandon Timmons  
Kevin Meler  
Zach Witt  
Adrian Ybarra  
Dalbert Cohagen

Each of these people operates from our headquarters office. Our address is:  
3722 SW Spring Creek Ln Topeka KS 66610



## WORK PLAN

Through our years of experience in responding to disaster debris-generating events across the nation, we at CTC have developed and refined a strategy to include both pre-event planning and post-event operations. This strategy is founded on the concept that we, both the agency's staff and the Custom Tree Care (CTC, Inc.) staff, can best do the majority of our critical thinking on the "blue sky day" when time is available to carefully and thoroughly research alternatives to various scenarios. In essence, we can develop a "Project Checklist" to guide us through those first days following the "black sky day."

At CTC our Standard Operating Procedure for Debris Mission Assignments includes the following elements:

### Pre-Event Planning

- Identify and introduce, in person, CTC Project Team to your staff so that when we are required to work together, we have already established our professional relationship and rapport;
- Review with your staff, in detail the most recent update of the Debris Management Plan to ensure that we understand completely your plan of attack and have those base maps first required in current order;
- Actually ride those roadways listed as having priority to conceptualize the volumes and types of debris that may be encountered during emergency clearance operations;
- Review with your staff the identified Temporary Debris Staging and Reduction Sites and the preliminary design established;
- Review both your and our Communications Plan to ensure they are compatible and afford interoperability;
- Conduct and/or participate in table top and functional exercises focused on managing the volumes of documentation required for reimbursement of eligible damage costs;
- Participate in any and all other training and exercises as you may direct;
- Conduct on-site classroom training utilizing the FEMA Emergency Management Institute Independent Study Programs for Debris Management, National Incident Management System/Incident Command System (NIMS/ICS), the Public Assistance Program and all updates/new policies and procedures.

### Alert Stage

- As a potential debris-generating weather event approaches, CTC will be in communication with your staff to ensure that our Communication Plans are in current order, and we will begin to alert our Project Team, local area subcontractors, and out-of-area subcontractors that their services may be required in the near future.
- As the weather event track is established and the real potential for landfall in an area that may damage your area is established, and at your direction, CTC will mobilize our Project Manager and emergency road clearance crews and equipment to pre-stage at the Operations Base Camp. This will allow for and ensure an immediate damage assessment and mobilization of crews and equipment to those areas previously identified for emergency road clearance operations.

### Post-Event Operations:

The Preliminary Damage Assessment and Emergency Road Clearance operations will begin as soon as wind speeds fall below gale force. Dependent upon the severity of damage, additional crews and equipment pre-stage just beyond the anticipated damage zone will be mobilized. It is expected that the

majority of the emergency road clearance crews and equipment will be CTC's own and those available from local area subcontractors.

- Temporary Debris Staging and Reduction Sites, crew and equipment check-in locations, and the availability of housing and camping areas will be inspected to ascertain their availability for immediate/near future use. This information will then be relayed to our Logistics Manager.
- During this phase, our crews will be available, at a minimum from sun-up to sun-down. If required, work will continue after dark if it can be performed safely.
- Documentation for work performed will be kept on a time and materials basis, utilizing the hourly rates schedules included in the contract. Each morning, a report of the previous days' work will be made to Your Project Manager and include: all labor hours broken down by category; all equipment hours broken down by type and category; and the road segments that have been opened to a minimum of one lane of traffic in each direction. Cumulative summary reports will be made as requested.
- As the volume of debris to be managed is estimated, mobilization will begin of additional crews and equipment required during the initial stages of removal. These crews and equipment will stage in close proximity to the Your to be ready for immediate deployment upon completion of the road clearance, and as directed by your POC.

Estimated Time Frame: 70 Hours

#### Post-Event Operations: Debris Removal, Reduction and Disposal

- During the initial stages of debris removal operations, your staff and CTC will determine what zones and sectors are to be cleared in a prioritized order. This establishment of priorities is important in that it allows for you, the Monitors, and our crews and equipment to arrive on-scene in a scheduled manner. This is the "ramp up" stage of operations.
- While crews, equipment and Monitors are being assigned to debris removal work areas, the CTC Project Team members will continue to work with Your staff to inspect the damages areas for hazardous waste materials; critical drainage ways and navigable waterways that require immediate attention to mitigate further damages; the presence of abandoned automobiles and watercraft that may impede debris operations; in some instances, the presence of beach sand that has been washed onto private property and roads; and any other elements of destruction that will/may impact or disrupt debris removal operations.
- The CTC Project Team and your staff will also be reviewing the need for identification card badges for each crew member that will be working.
- The CTC Project Team will also be working closely with the local area landfills to construct additional entrances at the landfills to support the extremely high volume of traffic above that normally experienced. Without these additional infrastructure elements, long wait times will be encountered and severely disrupt the timeliness of debris removal operations.
- If a part of the contract language, automobiles and vessels that are abandoned or displaced will each be recovered, moved to a staging/salvage yard, the owner identified and notification made, inspected by their respective owners' insurance agent prior to final disposal methods being determined.
- While goods will be segregated from other debris and taken to a staging area at the TDSRS, where they will be first inspected for the presence of Freon or other coolants, gases, and oils and putrefied foods. These potentially hazardous materials will be recovered by an appropriately licensed subcontractor prior to disposal at a recycling facility.

- Household hazardous wastes (HHW) will be segregated at the pick-up point prior to removal by a separate crew. These wastes will then be disposed of at an appropriately licensed landfill. A separate, bermed, lined and covered temporary staging area will be constructed at each TDSNS for segregation of HHW that is inadvertently delivered. Removal and disposal will be on an as-needed basis.
- Construction and Demolition (C&D) debris will be segregated as much as practicable at the pick-up point, prior to loading for hauling to the appropriately licensed landfill for final disposal.
- Hazardous limbs and hazardous stumps require proper identification and documentation prior to removal. This information and documentation is required by FEMA for maximum reimbursement of eligible costs and will be accomplished by the Yours' Monitor. Once this data is gathered, and hazardous limbs and stumps are authorized for removal, CTC crews will cut, remove, and load for hauling to the TDSNS for volume reduction.
- Vegetative debris will be loaded from the public rights-of-way, hauled to the TDSNS where volume reduction will be accomplished by mulching/grinding and/or burning/incineration. By-products from the reduction process may be used by the Yours, gated communities, golf courses, or general recreation areas for landscape purposes, sold to an urea paper products company or general manufacturing plant for use as boiler or "hog" fuel, or as the last resort sent to a lawfully permitted local landfill for use as daily cover.
- Documentation of debris removal, reduction, recycling and disposal operations will be primarily by load tickets, and based on the cubic yard method of measurement. Daily, cumulative, and summary reports will be made to the Yours' Project Manager. Additional reports detailing completion of passes; numbers of vehicles and/or vessels removed; numbers of white goods managed; and numbers of leaning trees removed, hanging hazardous limbs cut, hazardous stumps removed; and volume of household hazardous waste removed will be generated and provided as you request.

#### Resources

In the case of a major catastrophic event, CTC is on ready and standby for immediate call and can be mobilized within 12 hours following a Notice to Proceed. In addition, CTC maintains an active database of subcontractors from across the nation, the majority of whom have worked with our Project Teams on past debris removal operations. This database contains subcontractors who assist us with trucks and trailers of varying sizes, heavy equipment, CDL drivers, heavy equipment operators, mechanics, skilled and unskilled labor, administrative assistants, clerical staff, contract specialists, on-site fuel delivery, generators, temporary housing, laundry and catering services, hazardous waste specialists, water-borne debris removal specialists, and arborist services.

## Temporary Debris Staging and Reduction Site Management Plan

In conjunction with your local government representative, CTC, INC, Inc. will develop a site specific plan for each Temporary Debris Staging and Reduction Site (TDS) we are tasked with operating. The plan will address the following items, as appropriate, with additional subjects as may be required:

1. **Site Management Organization and Responsibilities**  
This will provide to all involved parties a clear delineation of the organization at the site, and the responsibilities assigned to each. It also facilitates quality control at the site.
2. **Startup Checklist**  
This list is developed to ensure that all of the work tasks involved in the clearing and preparation of a site are addressed and can be "checked off" the list as they are completed.
3. **Ingress/Egress**  
Initially, these stabilized roads will be constructed to bring in the equipment necessary to prepare the site for operations. They will then be used by haul trucks to bring debris into the site for proper handling. The roads will be maintained throughout the entire operation.
4. **Site Preparation**  
This includes clearing, grading, establishment of erosion control and baseline testing for soil and groundwater. The site must be carefully cleared and graded to ensure proper drainage, while minimizing erosion. All environmental concerns related to buffer zones, runoff, and potential impacts to nearby streams, air, and groundwater will be addressed.
5. **Traffic Control Procedures**  
Depending upon the extent of traffic control required this may require an appendix entitled "Maintenance of Traffic". It will address the movement of vehicles into and out of the site, and include provisions for keeping the streets or roads free of debris.
6. **Safety**  
There are many activities that occur within TDS, including the diverse array of heavy equipment operating; large volumes of debris hauling trucks dumping their loads; potentially hazardous debris; maintenance activities; tub grinders and air curtain incinerators being operated; and large numbers of personnel. A diligent and concentrated focus on safety must be of paramount importance to each individual at the site, CTC, INC. It is a part of every plan written by CTC, INC, Inc. personnel, and is continually emphasized.
7. **Segregation of Debris**  
In order to be properly managed throughout the reduction/recycling and disposal processes, all incoming debris must be segregated into various categories; including Household Hazardous Waste (HHW), Vegetative debris, Construction and Demolition (C&D) debris, and White Goods, Small Engine Equipment and Electronic Waste.
8. **Site Plan**  
A Site Plan will be drawn to identify the location of all activities, and include traffic control, inspection tower location, and dumping, grinding, burning, ash storage, HHW storage, temporary office, "Clear Zones" and portable toilet and hand wash station locations.
9. **Reporting Requirements.**  
CTC, INC. maintains an extensive record of the activities that occur at a Debris Reduction Site, including the number and identification of trucks, volume of debris entering the site, types of debris, etc. CTC, INC. can provide a

wide range of reports. The types and schedules for preparing and submitting reports required by the COR will be contained in the plan.

10. Site Closure

A site closure plan will be developed and address the removal of all debris and debris reduction by-products, haul roads and dump pads, security fencing, office trailers, portable toilets and hand wash stations, inspection towers. Sampling of soil and groundwater will be taken as required and compared to the baseline data gathered. Each site will be returned to its original condition, or as may be desired, and approved by, the property owner and your local government representative.

### VEHICLE INSPECTION TOWER

Inspection towers are provided as per contract guidelines. The cost of these towers is a part of our proposal and costs to be absorbed by the company. All towers meet FEMA guidelines as dictated in FEMA Publication 325.

Towers are built and provided at the various selected temporary vegetative debris reduction sites/locations designated by the Site Specific Management Plan (SSSP).

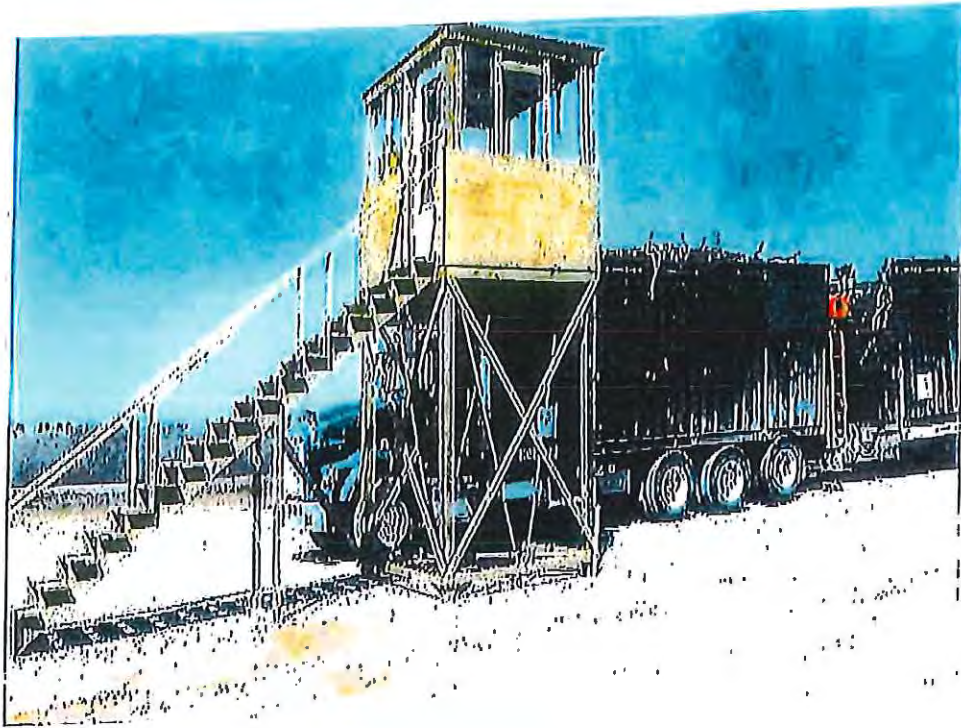
Tower construction is as follows:

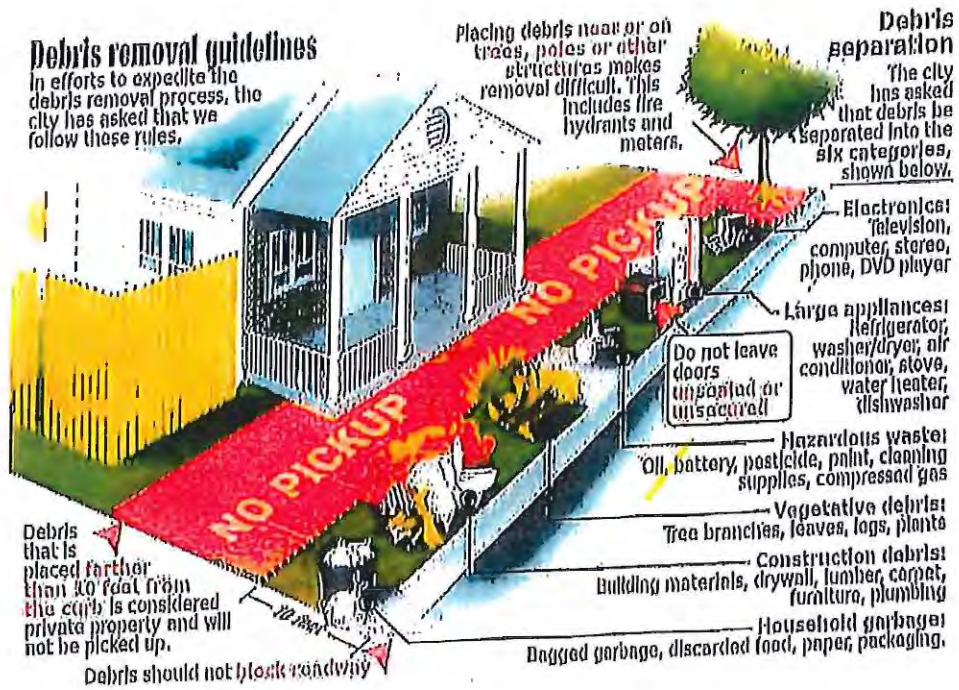
- The frame and body of the inspection tower is constructed with pressure treated wood.
- The floor is an 8" x 8" area, elevated 10 feet above a leveled ground area.
- All towers are constructed of 2" x 8" joists, 16" O.C. with ¾ inch plywood supported by 6" x 6" posts. A 4 foot high wall constructed of 2" x 4" studs, and ½ inch plywood protects the perimeter of the floor area.
- The floor shall be covered with a corrugated roof. The roof will provide 7 feet of headroom below the support beams. The tower will be adequately anchored and wooden steps with handrail will be constructed to provide access.
- A work table, 4' x 2 ½' x ¾ inch plywood supported at all four corners will also be built.
- A temporary mechanical lift may be used until a fixed inspection tower is constructed.

A PICTURE OF A TYPICAL CONSTRUCTED TOWER IS SHOWN BELOW











## SUBCONTRACTING PLAN

### INTRODUCTION:

CTC, Inc. maintains an extensive database of subcontractors with specialty equipment and varied resources which are fully committed to CTC. Many of these subcontractors have partnered with CTC in a variety of different projects over the past 17 years. CTC prides itself on its relationship with these hardworking companies, and a mutual trust exists between us.

CTC, Inc. is an Equal Opportunity Employer. We strive to meet or exceed all subcontracting goals identified in your Request for Proposal. We identify all subcontractors regarding certifications as MWBE, SBE, DBA, or Hub zone. We have extensive databases for all areas throughout the U.S., so that we can actively identify the qualified ones for your proposal.

Additionally, CTC appreciates the input from our contracting partners on recommendations and referrals of qualified, licensed, insured contractors with the required experience for your event. The knowledge of the area, their relationship with your citizens is a plus to CTC and its mission.

### SUBCONTRACTING PLAN AND UTILIZATION:

CTC, Inc. will utilize a workforce comprised of in-house personnel and subcontractors specializing in various phases of debris management, disposal and recycling. As stated previously, we will identify local subcontractors already in our network as well as hire as many contractors and laborers as available in an effort to allow members of disaster struck communities to take part in the reconstruction process, and to assist the community financially and economically. The majority of these subcontracts will fill positions for hauling of debris to TDSRS, hauling of debris to disposal sites, hauling debris for recycling purposes.

Subcontractors will provide trucks and trailers that meet all USACE requirements for safety, licensing, permitting and registrations. Subcontractors will provide copies of all licenses upon request, and will stay with their assigned areas, completing the assigned task. These crews will work in a methodical manner until they have fulfilled their areas cleanup requirements.

CTC, Inc. will seek local, qualified individuals for employment during the disaster cleanup and reconstruction phase, including placing advertisements in the local newspapers and visiting the local employment office. Positions for laborers, data entry, flaggers, monitors, and other personnel will assist CTC in our task. Temporary employment agencies may be used to provide manpower to complete the task, but only after the proper screening and submission of drug tests.

Unless otherwise stipulated in your contract, twenty five percent (25%) of the total amount of work to be performed will be by CTC personnel and equipment. CTC, Inc. will operate with our specialized and trained reduction personnel. CTC, Inc. has commitment letters from contractors across all of the continental United States.

### SUBCONTRACTORS AGREEMENTS AND RESPONSIBILITY:

Subcontractors for CTC are committed contractually to complete their assignments as instructed, and must attend all safety meetings, follow the chain of command, and report to the CTC

COR daily to keep projects moving forward. CTC is known for its open line of communications, and for the respect we have for our subcontractors.

All subcontractors are required to attend weekly tailgate meetings, sign CTC drug-free workplace statement and to conform to all operating policies as set forth our project management team.

All CTC subcontractors are familiar with the proper use of ADMS electronic reporting procedures, the latest technologies in recording and monitoring procedures, and are trained in the proper documentation for the benefit of all concerned.

CTC subcontractors are aware of all charge back procedures for damages, provide daily reports to CTC site supervisors, and also act as good-will diplomats to citizens, making the cleanup efforts as stress free as possible in an emergency situation.

A copy of our Subcontractor's agreement is either included in this proposal or may be accessed by contacting the corporate office. These agreements have been reviewed by attorneys for various states so that they meet the contracting laws of the particular state in which we are working.

**PROPRIETARY INFORMATION:**

A list of qualified, experienced, insured, prequalified subcontractors for your particular area is included in this proposal (if required in the proposal), or may be accessed at our corporate office upon request. This list is proprietary information and not to be shared with other contractors who are bidding on this project.



6021 SW 29<sup>th</sup> St. PMB #130

Topeka, KS 66614

(785) 478-9805 – Office

(785) 478-4195 – Fax

[ggathers@customtreecare.com](mailto:ggathers@customtreecare.com)

[www.customtreecare.com](http://www.customtreecare.com)

## KEY PERSONNEL

### Greg Gathers

- President/ Chief Executive Officer since 1999
- BS in Agriculture Technology Management, Kansas State University
- Certified Arborist by International Society of Arboriculture (MW4172A)
- Certified Arborist by Kansas Arborists Association
- Line-clearance certified tree trimmer
- Kansas CDL
- CPR and First Aid Certified
- 20 years' experience as an arborist
- OSHA 30 General Industry Certification
- Completed EMI Debris Management Course at NHC 2008
- NIMS certification for IS-100, IS-253, IS-630, IS-631, IS-632, IS-634, IS-700, & IS-800
- Attended Debris Management training at NHC.
- Supervised crews on over 100 government contracts

### Carol Patton

- Contract Specialist
- 20 years' experience in the debris management industry
- Accounting/ Business Administration, University of Alabama and University of South Florida
- NIMS certification for IS-100, IS-200, IS-400, IS-700, & IS-800
- Attended Debris Management training at NHC
- Research and development of RFP's and contracts
- Pre-Event trainer for Pre-Standing Contracts

David M. Bean, CPA

- Chief Financial Officer
- Certified Public Accountant
- Financial Statement Preparation, Compilation & Review
- Payroll Processing & Payroll Tax Return
- Tax Return Preparation
- Internal Controls

Maura Gathers

- Vice President of Business Development
- Public Relations
- Marketing & Branding
- Community Outreach and Volunteer Coordinator
- 10+ Years' Managerial Experience
- 13+ Years' Experience in Sales and Client Relations
- NIMS certification for IS-100, IS-200, IS-253, IS-632, IS-634, IS-700, & IS-800
- Directions in Organizational Leadership Certification (Washburn University School of Business)

David Sterbenz

- Emergency Management Coordinator
- Logistics before, during, and after disaster events
- Incident Commander
- Client Liaison

Kimball Swift

- Project Manager
- Management of temporary debris sites
- Management of multiple demolition, hauling, and debris reduction projects
- BS Degree in Forestry Management, Auburn University
- CPR and First Aid Certified
- OSHA 4 Hour, TWIC, HAZMAT 40 Hour Certification

Scott Wilson

- Director of Operations
- Kansas CDL
- CPR & First Aid Certified
- NIMS certification for IS-100, IS-253, IS-630, IS-631, IS-632, IS-634, IS-700, & IS-800
- Manages, maintains, and coordinates crews & equipment
- OSHA 10 Hour Certification

Kyle Ready

- Project Manager
- Florida CDL
- CPR & First Aid Certified
- Manages, maintains, and coordinates crews & equipment
- OSHA 10 Hour Certification
- NIMS certification for IS-100, IS-253, IS-630, IS-631, IS-632, IS-634, IS-700, & IS-800

Delbert (Jack) Cohagen

- Assistant Project Manager
- Kansas CDL
- CPR & First Aid Certified
- Manages, maintains, and coordinates crews & equipment
- Line Clearance Tree Trimmer
- Completed EMI Debris Management Course
- OSHA 10 Hour Certification
- NIMS certification for IS-100, IS-253, IS-630, IS-631, IS-632, IS-634, IS-700, & IS-800

All employees have undergone a training program which incorporates ANSI A300 and ANSI Z133.1 standard. Employees are also required to attend weekly safety meetings.

EQUIPMENT LIST- CUSTOM TREE CARE INC. 1/13/19						
YEAR	MAKE	MODEL	VIN #	DESCRIPTION	GVW	UNIT #
1999	Sterling	LT9513	2FZXKMCB6XAA85573	Grapple Truck	64,000	573
2004	Sterling	LT9500	2FZMAZCV34AM47624	Grapple Truck	64,000	624
2001	Sterling	LT9513	2FZHAZAS51AA53258	Grapple Truck	56,000	258
2005	Sterling	AT9500	2FWJA3DEX5AU95103	Semi-Truck	52,000	103
1998	Ford	LT8513	1FDYS86F5WVA33171	Semi-Truck	54,000	171
2002	International	CC550	1HTXLAHT42J038230	Grapple Truck	54,000	230
2002	Sterling	LT9513	2FZHAZAS92AJ69397	Grapple Truck	64,000	397
2005	Towmaster		4KNFT232X5L163150	Debris Trailer	20,000	
1980	Dorsey		148311	Trailer	40,000	
2014	Homemade		T916507	Debris Trailer	20,000	
1995	Belshe		16JF01820S1026770	Debris Trailer	20,000	
2004	International	4200	1HTMPAFM26H306420	Bucket Truck	25,999	420
2008	Freightliner			Bucket Truck	33,000	683
2006	International	4300	1HTMMAAM16H287326	Bucket Truck	25,999	326
2005	International	4300	1HTMMAAM35H101624	Bucket Truck	25,999	624BT
2004	International	4300	1HTMMAAM74H604765	Bucket Truck	25,999	765
2006	International	4300	1HTMMAAM14H604762	Bucket Truck	25,999	762
1999	International	4700	1HTSCAAMXXH608730	Chip Truck	25,999	730
2000	International	4900	1HTSDAAN7YH257179	Chip Truck	33,000	179
2007	Bandit	250XP	21998	Chipper		
	Bandit	200		Chipper		
1999	Bandit	200	IH8294	Chipper		
1998	Bandit	200	13605	Chipper		
2000	Progressive	34'	1P9EC3427YP297528	Command Center		
2001	L and L		1L9BF18291A374664	Trailer	14,000	
2007	Ford	F-350	1FDWF37P37EA08891	Pickup	10,000	891
2003	Ford	F-250	1FTNX21P03ED23903	Pickup		903
1997	Ford	F-350	1FTHF36F4VEA98605	Pickup		605
2003	Ford	F-350	1FTWF33P53EC11883	Pickup		883
2011	Ford	F-250	1FT7W2BT8BEB39332	Pickup		
2004	Ford	F-250	1FTNW21P14EB66550	Pickup		550
2009	Ford	F-350	1FDWF37R89EA60361	Pickup	10,000	361
2003	Vermeer	SC752	1VRN151U031000869	Stump Grinder		
2014	Vermeer	SC30TX	1VRC070N2E10000987	Stump Grinder		
1999	Vermeer	SC752	1VRN151U1X1000384	Stump Grinder		
1997	Vermeer	SC752	1VRN151U6V1000118	Stump Grinder		
2013	Generac	5500W		Generator		
2007	Ford	F-150	1FTRF12W47KD24791	Pickup		791
2008	Cherokee		4X4TCKD208K007990	Travel Trailer		
2006	Gulfstream		1NL1GTR2461068403	Travel Trailer		
2014	Vermeer	S650TX	1VRB0704XE10008678	Mini Loader		
2002	Bandit	3680	4FMUS36382R001420	Grinder		
2005	John Deere	544J	DW544JZ595264	Wheel Loader		
2012	John Deere	333D	1T0333DKKCD227217	Skid Loader		
1986	CZ		CZ08128608	Debris Trailer		
2009	John Deere	CT315	T0315TJ173497	Skid Loader		



## **DBE/SWBE/MBE/Affirmative Action Plan**

### **Policy Statement**

It is the policy of Custom Tree Care, Inc. (CTC, Inc.) that disadvantaged businesses, as defined by 49 CFR Part 26, Subpart D and implemented under Rule Chapter 14-78, F.A.C., shall have the opportunity to participate as subcontractors. Suppliers and other required personnel on all contracts awarded by our Contracting Partners

The requirements of Rule Chapter 14-78, F.A.C., shall apply to all contracts entered into between the contracting agency and CTC, Inc. unless otherwise designed in the signed contract. Subcontractors and/or suppliers to CTC, Inc. will also be bound by the requirements of Rule Chapter 14-78 F.A.C.

CTC, Inc. and its subcontractors shall take all necessary and reasonable steps in accordance with Chapter 14-78, F.A.C., to ensure that disadvantaged businesses have the opportunity to compete and perform work contracted.

CTC, Inc. and its subcontractors shall not discriminate on the basis of race, color, religion, national origin, disability, sex or in the administration of contracts.

CTC, Inc. has designated and appointed a Liaison Officer to develop, maintain and monitor the DBE Affirmative Action Plan implementation. The Liaison Officer will be responsible for disseminating this policy statement throughout CTC, Inc. and to disadvantaged controlled businesses. The statement is posted on notice boards of the company.

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Greg Gathers  
President  
Custom Tree Care, Inc.  
PO Box 67593, Topeka, KS 66667  
(785) 478-9805

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Date

## **I. DESIGNATION OF LIAISON OFFICER**

CTC, Inc. will aggressively recruit disadvantaged businesses as subcontractors and suppliers for all contracts with the Florida Department of Transportation. A Liaison Officer has been appointed to develop and maintain this Affirmative Plan in accordance with the requirements of Rule Chapter 14-78, F.A.C.

The Liaison Officer will have primary responsibility for developing, maintaining and monitoring CTC, Inc. the Company's utilization of disadvantaged subcontractors in addition to the following specific duties:

1. The Liaison Officer shall aggressively solicit bids from disadvantaged business subcontractors for all governmental contracts;
2. The Liaison Officer will submit all records, reports, and documents required by the governmental agencies, and shall maintain such records for a period of not less than three years, or as directed by any specific contractual requirements of the individual governmental agencies.

The following individual has been designated Liaison Officer with responsibility for implementing CTC, Inc. affirmative action program in accordance with the requirements of local, state and Federal government agency contracts.

GREG GATHERS

## **II. AFFIRMATIVE ACTION METHODS**

In order to formulate a realistic Affirmative Action Plan, CTC, Inc. has first identified the following known barriers to participation by disadvantaged subcontractors. These barriers are:

1. Lack of qualified disadvantaged subcontractors in our specific geographical areas of work.
2. Lack of certified disadvantage subcontractors who seek to perform under specified contracts.
3. Lack of interest in performing under specified contracts.
4. Lack of response when requested to bid.
5. Limited knowledge of the specified governmental contracts plans and specifications to prepare a responsible bid.

In view of the barriers to disadvantaged businesses stated above, it shall be the policy of CTC, Inc. to provide opportunity by utilizing the following affirmative action methods to ensure participation on the contracts with the various and individual governmental contracts. CTC, Inc. will:

1. Provide written notice to all certified DBE subcontractors in the geographical area where the work is to be subcontracted;
2. Advertise in minority focused media concerning subcontract opportunities with the Company;



3. Select portions of the work to be performed by DBEs in order to increase the likelihood of meeting contract goals (including, where appropriate, breaking down contracts into economically feasible units to facilitate DBE participation);
4. Provide adequate information about the plans, specifications, and requirements of the contract, not rejecting subcontractors without sound reasons based on a thorough investigation of their capabilities;
5. Waive requirements of performance bonds where it is practical to do so;
6. Attend pre-bid meetings held by the governmental contracting agency to apprise disadvantaged subcontractors of opportunities with the Company;
7. Follow up on initial solicitations of interest to DBE subcontractors to determine with certainty whether the company is interested in the subcontract opportunity.

CTC, Inc. understands that this list of affirmative action methods is not exhaustive and will include additional approaches after having established familiarity with the disadvantaged subcontracting community and/or determined the stated approaches to be ineffective.

### III. IMPLEMENTATION

On contracts with specific DBE goals, CTC, Inc. will make every effort to meet contract goals as stated by utilizing its affirmative action methods. On projects with no specific goals, CTC will as an expression of good faith, seek to utilize DBE subcontractors where work is to be subcontracted.

### IV. REPORTING

CTC, Inc. shall keep and maintain such records as are necessary to illustrate and demonstrate compliance with its' DBE Affirmative Action Plan.

CTC, Inc. will design its record keeping system to indicate:

1. The number of DBE subcontractors and suppliers used, including items of work, materials and services provided;
2. The efforts and progress being made in obtaining DBE subcontractors through local and community sources;
3. Documentation of all contracts, to include correspondence, telephone calls, newspaper advertisements, etc., to obtain DBE participation on all governmental agencies projects;
4. CTC, Inc. shall comply with any governmental agencies requirements regarding payments to subcontractors including DBE's for each month (estimate period) in which the companies have worked.

V. DBE DIRECTORIES

CTC, Inc. will utilize the DBE Directory published by each governmental agency for that specific city, state, county and/or region, including agencies such as Natural Resources Conservation Service, State Departments of Transportation and other required agencies.

CTC, Inc. will distribute Form Number 275-030-01, Schedule A Certification Form Number 1, to potential DBE contractors and assist in their completion.

### ILLEGAL DRUGS, ALCOHOL AND FIREARMS POLICY

The Policy of Custom Tree Care (hereafter termed "CTC") regarding illegal drugs and controlled substances, alcoholic beverages, and firearms is:

1. The use, possession, distribution, purchase or sale of any illegal drugs or other controlled substances by any person while on CTC premises or project sites, engaged in CTC business or while operating CTC equipment is prohibited.
2. The use of any illegal drug or other controlled substances or alcohol which causes or contributes to unacceptable job performance or unusual job behavior is prohibited.
3. The use, possession, transportation, or sale of explosives, unauthorized flammable materials, firearms, or other weapons by SUBCONTRACTORS or employees, while on CTC premises or project sites, engaged in CTC business or while operating CTC equipment is prohibited.
4. The unauthorized use, possession, transportation, or sale of alcoholic beverages by SUBCONTRACTOR or employees while on CTC premises or project sites, or while operating CTC equipment is prohibited.

SUBCONTRACTORS or employees shall abide by this Policy. Any person violating this Policy shall be removed from CTC premises or project sites, and may be denied future access to CTC premises or project sites. In addition, CTC may suspend work or terminate employment as a result of violation of this Policy. In appropriate cases, local law enforcement agencies may be advised of violation.

In support of this Policy, CTC may conduct or require searches and require screens as set forth in the following:

#### SEARCH

Without prior announcement, and at any time, CTC may carry out reasonable searches of individuals and their personal effects when entering CTC premises or project sites, while on CTC premises or project sites, and when leaving CTC premises or project sites. Unless prohibited by applicable law, CTC may search its employees or subcontractors before entering CTC premises or project sites, engaging in CTC business or operating equipment CTC. Entry onto CTC premises or project sites constitutes consent to a search of the person and his/her personal effects, including, without limitation, packages, briefcases, purses, lunch boxes and vehicle, or any office, locker, closet or desk. Refusal to cooperate shall be cause for not allowing that individual on CTC premises or project sites.

#### SCREEN

Unless prohibited by applicable law, CTC may require SUBCONTRACTORS or employees to conduct a controlled substance and/or alcohol screen while on CTC premises or project sites, engaged in CTC business, or operating CTC equipment. In addition, CTC may require SUBCONTRACTOR or employees to conduct a controlled substance and/or alcohol screen on any of its employees or its subcontractors' employees before entering CTC premises or project sites, or engaging in CTC business or operating CTC equipment. A positive screen on SUBCONTRACTORS or personnel or employees or failure to consent to a screen shall be cause for removal from CTC premises or project sites, and may result in the SUBCONTRACTOR or employee being terminated from CTC.

#### NOTIFICATION OF SEARCH AND/OR SCREEN:

Conducting a search and/or screen of its subcontractors or employees on CTC premises is permissible and may be done upon verbal notification immediately prior to the occurrence.

#### DEFINITIONS

As used herein, "controlled substance" specifically includes opiates, including heroin; hallucinogens, including marijuana, mescaline, and peyote; crack, crystal meth, ice, cocaine; PCP; and prescription drugs, including amphetamines and barbiturates, which are not obtained and used under a prescription and any other substance included in the Federal Controlled Substances Act or its regulations, or unlawful under applicable law.

As used herein, controlled substance or alcohol "screen" means any test using blood, urine, breath or other samples to determine the presence of controlled substances or alcohol in the body.

As used herein, " CTC premises" is used in the broadest sense, and includes, but is not limited to, all land, property, buildings, structures, installations, CTC vehicles, equipment, and other craft owned, leased, or in any other manner being used by CTC for any purpose.

As used herein, "CTC" is used in the broadest sense, and includes all sites or properties on which CTC its affiliates and/or associated firms, and/or SUBCONTRACTORS or other firms, are performing work or any kind.

#### **DRUG AND ALCOHOL RANDOM SECURITY SEARCH POLICY**

All SUBCONTRACTOR personnel and employees assigned to CTC work shall be mentally and physically capable of performing their assigned duties competently and safely. Therefore, SUBCONTRACTOR and its subcontractors shall have procedures which allow screening of all employees for controlled substances and alcohol while on CTC premises or project sites, in CTC equipment or while engaged in CTC business. CTC "Illegal Drugs, Alcohol and Firearms Policy is stated, and "Controlled Substances," "Screen," and "CTC premises" are defined and understood.

CTC has occasionally suffered the loss of equipment, tools and confidential data from its work locations. Such losses will not be tolerated. Therefore, CTC may conduct searches to ensure compliance with its Policy as outlined.

To facilitate compliance with CTC Policy, Subcontractors and employees should take the following steps:

1. Advise all employees and/or subcontractors of CTC Policy of searches without prior notice and that any person found in violation of the Policy shall be denied access to CTC premises and project sites.
2. Give to each employee and/or subcontractor, a copy of this notice
3. Screen employees and subcontractors before assigning them to CTC premises or project sites, bearing CTC Policy in mind.

CTC personnel or employees shall immediately be removed from CTC premises any of its or its subcontractors' personnel found to be in violation of the Policy. Such personnel may be denied future access to CTC premises or project sites. Any illegal or unauthorized drugs, intoxicating beverages, firearms, weapons, or CTC property discovered as a result of CTC searches may be confiscated and may be turned over to law enforcement agencies.

If you fail to comply with CTC, Inc.'s Policy, it may become necessary to take remedial action, including termination. I certify as of this date that I:

Understood and accepted this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

Witness \_\_\_\_\_

## LOCAL AND MINORITY PARTICIPATION

Custom Tree Care (CTC, Inc.) fully complies with guidelines regarding **Local and Minority Participation**. We have an established corporate policy regarding minority participation, which can be referenced in our Affirmative Action and M/WBE Policy at our offices unless otherwise requested.

One of the major strengths of CTC, Inc. is our ability to recognize the importance of utilizing local, qualified contractors. Depending on the time frame, and whether this is a standby, pre-disaster contract or an emergency situation, CTC, Inc. uses procedures necessary to ensure the use of local contractors and personnel. In a non-emergency situation, we are able to place ads in the local newspapers, check with temporary services or state employment services. We also rely heavily on recommendations from the County commissioners or City officials in all situations.

Emergency situations have prompted us to pull together with contracting agencies to recognize the strengths in their own communities. We appreciate the input provided by local officials in screening potential subcontractors and personnel. The ability of the commissioners or other local community officials to suggest or recommend those that meet all requirements for experience, equipment and insurance qualifications is a benefit in the successful operation and completion of projects of any size or scope.

Based upon the availability of qualified minority personnel in the area we strive to meet or exceed the normal requirements for this event. As an integral part of the contract, we establish contacts with a number of local, 8A and minority companies. We intend to use the services of qualified, local personnel to fill positions as needed and upon recommendation of the contracting agency.

All local and minority personnel will be screened to meet the requirements, including licensing and insurance requirements of CTC, Inc. We also include listings of Certified of M/WBE Contractors as are available and which provides updated information for this project.

CTC, Inc. has committed minority contractors who have performed in CTC Contracts over the past several years. We use the recommended channels to further investigate the availability, the experience and the reputation of each local and/or minority contractor to serve the best interest of the Contracting Agency.

Due to the nature of the business, CTC, Inc. relies heavily on the utilization of state personnel agencies, local private placement agencies and temporary services. We also use the services of the local Small Business Administration (SBA) office when available and local trade organizations. Our goals as stated in our Affirmative Action Policy are traditionally greater than those of most contract requirements. Additionally, the types of personnel required and their interest in the project varies from location to location.



# SAFETY POLICY & QUALITY CONTROL PLAN

**Custom Tree Care, Inc.**  
3722 SW Spring Creek Ln.  
Topeka, KS 66610

(785) 478 – 9805 Phone  
(785) 478 – 4195 FAX  
(785) 221 – 7550 Mobile



**Section C – Paragraph/Clause 4.1**  
**Accident Prevention**

For the protection and safety of all employees, Custom Tree Care, Inc. has established the following rules designed to prevent accident and injuries. Compliance with these rules is mandatory. Documentation will be made when the rules are distributed to new employees.

Proper footwear and clothing will be worn at all times.

Do not wear loose clothing, jewelry, or keep long hair in a down position. There is a danger of catching such articles in moving machinery.

Horseplay, running, fighting or any activity that may result in injury or waste will not be tolerated.

Appropriate personal protective equipment, or PPE, will be worn for the task (s) at hand, as specified by training and job briefing (s).

Operate machinery with all guards in place. Tampering with safety devices is cause for immediate disciplinary action.

Do not operate any machine you are not familiar with or have not been trained on and authorized to use.

Machines must never be cleaned, adjusted or repaired until the machine is turned off, the circuit is interrupted at the power source (including lock-out) and a warning tag is placed at the controls.

Any defects in materials, machinery, tools and equipment must be reported immediately to a supervisor, safety personnel, or management.

Do not leave tools, materials, or other objects on the floor that might cause others to trip and fall.

Do not block exits, fire doors, aisles, fire extinguishers, gas meters, electric panels or traffic lanes.

Avoid injury by attempting to lift or push excessive loads. If an object is too heavy to move without strains, ask for help.

Observe the correct posture for lifting. Stand with your feet slightly apart, assume a squatting position with knees bent, and tuck your chin into your chest. Tilt head forward, grasp the load with both hands, and gradually push up with your legs, keeping your back straight and avoiding any abrupt movement.

Do not distract others while working. When approaching a coworker for any purpose, do so from the front or the side in a way that they will see you coming and will not be startled or surprised. If conversation is necessary, first make sure that it is safe.

Do not allow oil, water or any other material to remain on the floor for long periods of time where you or others may slip. Report any slip and fall problems to your supervisor.

When handling hazardous materials be sure to follow prescribed safety procedures and use required safety equipment. When using secondary containers filled by others, be sure they are labeled as to their contents and hazards. Know your Material Data Safety Sheets (MSDS) and where they are located. Review them often.

Use appropriate gloves when handling materials with sharp or jagged edges, when handling chemicals, when handling hot material, or to protect your hands in general.

Do not attempt to operate machinery for which you are not trained.

Unnecessary and excessive haste is the cause for many accidents. Exercise caution at all times.

All work related injuries and accident, no matter how minor, must be reported immediately to your supervisor, safety personnel, or management.

Employees should understand and comply with all sections of the ANSI Z133.1 Standard that apply to their job activities.

All employees must be thoroughly familiar with these basic safety rules. Failure to comply with safety rules or procedures, or failure to wear the appropriate safety equipment, will result in disciplinary action up to and including termination.



**Section C – Paragraph/Clause 4.2**  
**Quality Control Plan**

If required, Custom Tree care, Inc. can have a Certified Arborist on site to ensure quality of work performed by all Custom Tree Care employees. All employees have been trained in Arboriculture practices upon employment. Certifications include and are not limited to:

I.S.A. – International Society of Arboriculture  
K.A.A. – Kansas Arborists Association  
T.C.I.A. – Tree Care Industry Association

Constant monitoring of all crews will be provided daily to ensure safety and quality of work performed is attained. Custom Tree Care will meet with the contracting officers' representative to look over completed work to ensure client satisfaction. If there is an issue that needs corrected, it will be done so in a timely manner.

**Section C – Paragraph/Clause 4.7**  
**Safety & Protection Plans & Submittals**

The following policies of Custom Tree Care, Inc. are not inflexible rules or requirements. They may be changed by the company at any time without notice or modified as individual circumstances may require in the best interests of efficient management of the Company. Nothing in the policies as they now exist, or may in the future be revised, is intended or should be construed as a contract of employment, express or implied, nor as a promise of employment for a specific period of time, nor as a requirement that any specific procedure be followed in handling personnel issues.

Company management will provide safe and healthy working conditions. All employees must follow safe practices at all times. All employees must accept and follow all rules of safety.

Whenever an employee finds an unsafe condition they must report it immediately to their supervisor, safety personnel, or management. Any injury that occurs on the job, even a slight cut or strain, is to be reported to management as soon as possible. In no circumstance except an emergency, should an employee leave a shift without reporting an injury that occurred.

All employees including office personnel will be trained in safe practices. The training will be done by video or by training from the employees' supervisor.

If any unsafe practices are observed, the employee will receive a written violation warning. Once the employee receives three (3) written warnings, he or she will be automatically suspended for one (1) workday without pay.

Custom Tree Care, Inc. will make every effort to maintain safe working conditions. However, the principal responsibility for safety falls upon you, the employee. All employees are asked to inform their supervisor, safety committee personnel, or management of any work hazards of which they might be aware. Custom Tree Care, Inc. will arrange for you to supply information anonymously if you do not wish to be identified. No employee should fear reprisal for notifying management of any safety hazards. In fact, we encourage all employees to inform us immediately of any hazard, no matter how small it may seem.

All safety and health suggestions that we receive will be reviewed. We will then determine what action is necessary. All suggestions shall receive a response.

The injured employee's supervisor or someone from management will investigate all occupational injuries and illnesses that are job-related. Particular attention will be given to methods to prevent future situations that caused the injury or illness.

All employees will receive prompt and timely safety training. Safety rules and safe practices will be emphasized at these training sessions.

All new employees will receive a copy of the summary, to be signed and put in their file, indicating that they have been trained at the beginning of employment. Any employee given a new job assignment, for which training has not previously been received, will be trained in that particular job immediately.

Records will be kept of all training provided. These records will indicate the type of training given, date, the name of the training provider and the employee's signature.

#### **Section C – Paragraph/Clause 4.7.2** **Basic Safety Accident & Protection Plans**

**All Employees of Custom Tree Care, Inc. – 3722 SW Spring Creek Ln. – Topeka, KS – 66610** will adhere to the following safety and accident protection plans while working.

Employee responsibilities for safety include the following:

- Adhere to all safety rules and regulations
- Wear appropriate safety equipment as required.
- Maintain equipment in good condition, with all safety guards in place hewn in operation.
- Report all injuries and near misses, no matter how minor, immediately to their supervisor, safety personnel or management.
- Encourage coworkers to work safely.
- Report unsafe acts and conditions to their supervisor, safety personnel, or management.

### **Safety Coordinators:**

Greg Gathers (785) 221-7550  
Brandon Timmons (785)-764-5049  
Kevin Meier (785) 640-7679

One or all of the Safety Coordinators listed above will be on site at all times and will be responsible for overseeing safety on site throughout the duration of the contract. The numbers listed above are cell phone numbers and all employees will have cell phones and/or two-way radios for communication.

### **ANSI Z133 Standard & Employee Understanding**

As an employee of Custom Tree Care, Inc., you need to review and understand the requirements of the ANSI Z133.1-2000 Standard.

You need to understand that the Z133 Standard was developed by arborists, for arborists under the standards-developing procedures created by the American National Standards Institute, creating what these industry's safety experts feel are the minimum acceptable standards of practice for safety in arboriculture. It represents the collective wisdom and experience of countless arborist.

You need to understand the difference between "Should" and "Shall" as they are used in the standard. The word "Should" indicates an advisory statement where it is feasible that the actions you take might be different from the prescribed practice. A "Shall" indicates a mandatory requirement, where it is inconceivable that your actions would have to deviate from the prescribed practice, expect where exceptions are noted in the Standard.

Finally, you need to understand that the Z133 Standard does not take precedence over, or take the place of, the safe work policies of Custom Tree Care, Inc.

### **Safety Rules – Accident Prevention**

For the protection and safety of all employees, Custom Tree Care, Inc. has established the following rules designed to prevent accident and injuries. Compliance with these rules is mandatory. Documentation will be made when the rules are distributed to new employees.

Proper footwear and clothing will be worn at all times.

Do not wear loose clothing, jewelry, or keep long hair in a down position. There is a danger of catching such articles in moving machinery.

Horseplay, running, fighting or any activity that may result in injury or waste will not be tolerated.

Appropriate personal protective equipment, or PPE, will be worn for the task (s) at hand, as specified by training and job briefing (s).

While on duty, the use of or being under the influence of alcohol, narcotics, intoxicants or similar mind altering substances is strictly prohibited. Individuals found to be in violation of this policy will be subject to disciplinary action up to and including possible termination of employment, even for a first offense.

Operate machinery with all guards in place. Tampering with safety devices is cause for immediate disciplinary action.

Do not operate any machine you are not familiar with or have not been trained on and authorized to use.

Machines must never be cleaned, adjusted or repaired until the machine is turned off, the circuit is interrupted at the power source (including lock-out) and a warning tag is placed at the controls.

Any defects in materials, machinery, tools and equipment must be reported immediately to a supervisor, safety personnel, or management.

Do not leave tools, materials, or other objects on the floor that might cause others to trip and fall.

Do not block exits, fire doors, aisles, fire extinguishers, gas meters, electrical panels or traffic lanes.

Avoid injury by attempting to lift or push excessive loads. If an object is too heavy to move without strains, ask for help.

Observe the correct posture for lifting. Stand with your feet slightly apart, assume a squatting position with knees bent, and tuck your chin into your chest. Tilt head forward, grasp the load with both hands, and gradually push up with your legs, keeping your back straight and avoiding any abrupt movement.

Do not distract others while working. When approaching a coworker for any purpose, do so from the front or the side in a way that they will see you coming and will not be startled or surprised. If conversation is necessary, first make sure that it is safe.

Do not allow oil, water or any other material to remain on the floor for long periods of time where you or others may slip. Report any slip and fall problems to your supervisor.

When handling hazardous materials be sure to follow prescribed safety procedures and use required safety equipment. When using secondary containers filled by others, be sure they are labeled as to their contents and hazards. Know the Material Data Safety Sheets (MSDS) and where they are located. Review them often.

Use appropriate gloves when handling materials with sharp or jagged edges, when handling chemicals, when handling hot material, or to protect your hands in general.

Do not attempt to operate machinery for which you are not trained.

Unnecessary and excessive haste is the cause for many accidents. Exercise caution at all times.

All work related injuries and accident, no matter how minor, must be reported immediately to your supervisor, safety personnel, or management.

Employees should understand and comply with all sections of the ANSI Z133.1 Standard that apply to their job activities.



All employees must be thoroughly familiar with these basic safety rules. Failure to comply with safety rules or procedures, or failure to wear the appropriate safety equipment, will result in disciplinary action up to and including termination.

**Section C – Paragraph/Clause 4.7.2.1**  
**Personal Protective Equipment**

**Hazard Assessment for Person Protective Equipment**

The following table contains descriptions of the PPE required for typical tasks encountered in tree care and some of the potential hazards associated with them. Always ensure that your PPE fits properly as outlined in the training provided at the time of employment at Custom Tree Care, Inc.

Tasks	Potential Hazards	Information Sources	PPE Required
<b>Aerial lift operations</b>	Conductors, equipment failure, falls, hydraulic leaks, steep/uneven slopes	Tailgate Session #24; ANSI Z133.1 5, 6.2	Hard hat, safety glasses, hearing protection, gloves, full body harness & shock absorbing lanyard or body belt and lanyard
<b>Brush removal &amp; chipping</b>	Awkward movements and postures, flying debris, carrying heavy weights, moving parts, noise, slips, trips, and falls	Tailgate Session #39; Tailgate Session #18; ANSI Z133.1 9.6	Hardhat, safety glasses, face shield, hearing protection, gloves
<b>Chain saw maintenance</b>	Hot exhausts, cuts	Tailgate Session #28	Hardhat, safety glasses, gloves

<b>Chain saw Operation</b>	Awkward postures, hot exhausts, cuts improper stance, kickback, noise, slips, trips, and falls; vibrations	Tailgate Session #29; ANSI Z133.1 7.2	Hard hat, safety glasses, hearing protection, gloves, chainsaw chaps (when working on the ground)
<b>Chipper Maintenance</b>	Amputation, cuts, pinch points	Tailgate Session #60, ANSI Z133.1 6.3	Hard hat, safety glasses, hearing protection, gloves
<b>Climbing</b>	Cutting climbing line, falls, conductors, rope failure, tree decay, worn equipment, insects/animals	Tailgate Sessions #19, 20, 31, 32; ANSI Z133.a 5,9.1	Hard hat, safety glasses, hearing protection, gloves, fall protection
<b>Driving</b>	Other drivers, road and weather conditions	Tailgate Sessions #41, 42, 43, 44	Seatbelts
<b>Hand Tool Use</b>	Awkward postures, conductors, cuts, splinters	Tailgate Session #30; ANSI Z133.1 5, 8.1-8.10	Hard hat, safety glasses, gloves
<b>Ladder Use</b>	Conductors, falls, ladder failure	Tailgate Session #22; ANSI Z133.1 8.11	Hard hat, safety glasses
<b>Limb Removal for Take-Down</b>	Breaking ropes and/or crotches, conductors, falling and/or splitting limbs	Tailgate Session #37; ANSI Z133.1 5, 9.4	Hard hat, safety glasses, gloves
<b>Limbing and Bucking</b>	Awkward posture, limbs; snapping, slips, trips, and falls, tree rolling	Tailgate Session #37; ANSI Z133.1 9.7	Hard hat, safety glasses, gloves
<b>Use of mower, brush cutter, string trimmer</b>	Hidden objects, terrain, traffic		Hard hat, safety glasses; hearing protection

<b>Pesticide Handling &amp; Application/Spraying &amp; Spill cleanup</b>	Equipment failure, excessive drift, poor personal hygiene, spills, vehicle collision	Tailgate Session #45, %54, ANSI Z133.1 6.4	Hard hat, goggles or face shield, long sleeved shirt, rubber boots (if walking) chemical resistant gloves
<b>Pruning and Trimming</b>	Barber chairs, falling branches, conductors	Tailgate Session #33; ANSI Z133.1 5, 9.2	Hard hat, safety glasses
<b>Storm Work</b>	Hidden/dislodged conductors, damaged trees, wood under tension, fatigue, working at night, working on unfamiliar system, unannounced re-energized of lines	Tailgate Session #10; ANSI Z133.1 5, 9.2	Hard hat, safety glasses, foul weather gear
<b>Stump Grinding</b>	Flying debris, moving parts, noise	Tailgate Session #40; ANSI Z133.1 6.5	Hard hat, safety glasses, face shield, hearing protection
<b>Traffic Control</b>	Topography, volume and speed of traffic, time of day, weather conditions	Tailgate Session 3; ANSI Z133.1 4.4	Hard hat, safety glasses, reflective vest, flag or signs
<b>Trailer Towing &amp; Setup</b>	Hitch failure, jack failures, vehicular traffic	Tailgate Session #38	Hard hat, safety glasses, traffic cones and signs, gloves
<b>Tree Take-Down</b>	Barber chairs, conductors, cuts, struck-by	Tailgate Session #36; ANSI Z133.1 5, 9.5	Hard hat, safety glasses, hearing protection, gloves, chainsaw chaps



NOTE: the hazards in **bold** represent musculo-skeletal disorder (MSD) risk factors that should be minimized (duration, frequency and/or magnitude) to the extent possible or eliminated. MSD signs are decreased range of motion, deformity, decreased grip strength and loss of function. MSD symptoms are numbness, burning, pain, tingling, cramping and stiffness.

Other hazards that apply to some/all of the above tasks: Drug Use and/or Alcohol Abuse; Fatigue; Fire; Lyme Disease; Poisonous Plants; Violent Workers/Customers; Weather.

## **Back Injury Prevention**

### **Causes of Back Injury**

Pulling, twisting, and slipping are the most common causes of back injuries. Lifting objects improperly can also hurt the back. Lifting with the back and not the legs, lifting from an awkward position, or trying to move material too large for one person can lead to injury.

Even simple movements can cause back injury. Stepping from a truck, bending over for a small tool, or over-reaching can strain back muscles.

Table 1 below ranks the most frequent causes of back injury in tree care in descending order.

Table 1-How Back Injuries Happen

#### **Lifting...**

- Large objects
- Irregularly-shaped objects
- Over the shoulder

#### **Twisting...**

- While feeding brush into the chipper
- While positioning in a bucket or a tree
- While dragging brush, reaching, using long poles
- From sudden slips due to poor ground conditions
- On slippery equipment in snow or rain

#### **Jumping...**

- Off truck bed or out of truck cab
- Over fences
- Off ladders
- Out of trees

**Pulling...**

Ropes hangers  
Trees, on removals

Muscle strains and sprains-soft tissue injuries-cause most arborists' back problems. These are temporary injuries. More important, strains and sprains usually precede more serious, chronic and debilitating injuries to the ligaments, discs and vertebrae. In a sense, soft tissue injuries are warning signals that more serious, permanent injury could occur. Therefore, your back injury prevention program should focus on preventing strains and sprains.

**Preventive measures**

Arborists can keep their backs healthy with stretching and exercise, by knowing how the back works, and by using simple lifting techniques.

Here are attainable objectives for your company's back injury prevention program:

Provide continuous training for all employees to raise their awareness of how the back can be injured.

Develop action steps employees can use to detect and eliminate conditions likely to cause back injury- see this program's sections on hazard reporting (16), safety committees (23), job hazard assessment (15) and job briefings (17).

Motivate employees to take responsibility for back safety at work and at home.

The following procedures are taken from Annex C of the ANSI Z133 Standard:

Before lifting any weight:

- (a) Be sure clear the travel path available if the weight is to be carried from one place to another.
- (b) Decide exactly how the object should be grasped to avoid sharp edges, splinters, or other things that might cause injury.
- (c) Make a preliminary lift to be sure the load can be safely handled.
- (d) Place feet solidly on the walking surface.
- (e) Crouch as close to the load as possible with legs bent at an angle of about 90 degrees.

(f) Keep back as straight as possible. It may be far from vertical but should not be arched.

(g) Lift with the legs, not the back, keeping the weight as close to the body as possible.

(h) Use a second worker when necessary.

### **Stretching and exercises**

The professional athlete must maintain a high level of production and effort to win. The same is true for an arborist, who must perform at peak efficiency.

Strains of the lower back muscles, the most common back injury, usually occur because the muscles are cold and tight. If the athlete warms up and stretches to avoid injury, then why not the tree worker?

Custom Tree Care, Inc. will provide you with information on simple, quick warm-up/stretchers that you can perform prior to heavy exertion.

### **Early Return to Work**

Custom Tree Care, Inc. participates in an Early Return to Work Program with local providers closest to job site for the treatment of all work-related injuries.

If you are injured at work, you must report the injury to your supervisor immediately. If medical treatment is necessary and you haven't designated a treating physician, you must go to the nearest medical facility.

You must also complete an Employee Claim for Workers' Compensation Benefits form as soon after an accident as possible.

If you are unable to return to the regular position due to a workplace injury, you should discuss with the doctor the possibility of working in a light duty job until the doctor releases you for full duty. If the doctor releases you for light duty, your supervisor will be notified the same day.

Modified jobs will be identified after obtaining your physical restrictions. "Modified" might be your regular job, modified by removing heavier tasks and reassigning these to other employees; a different regular job currently existing at the workplace; or a job which is specifically designed around your restrictions. A modified job offer will be made only when the work is available and of benefit to

the company. Part-time work will be considered as modified work, if medically indicated. Each case will be assessed individually based on need. Modified work may not be implemented every time there is a loss claim. Wages will not necessarily be the same as that of the regular job.

If you take off work completely, or if light duty work is unavailable, you must report your medical condition and progress to the supervisor at least once a week.

### **Disciplinary Procedures**

Employees who fail to comply with safety rules will be subject to disciplinary action up to and including termination. Supervisors will follow the normal disciplinary procedures as follows:

1. Verbal counseling-must be documented in the employee's personnel file.
2. Written warning-outlining nature of offense and necessary corrective action.
3. Suspension without pay-once (1) working day without pay-the third step or a separate disciplinary action resulting from a serious violation.
4. Termination-if an employee is to be terminated, specific and documented communication between the supervisor and the employee must occur.

Supervisors will be subject to disciplinary action for the following reasons:

- Repeated safety rule violation by their department employees.
- Failure to provide adequate training prior to job assignment.
- Failure to report accidents and provide medical attention to employees injured at work.
- Failure to control unsafe conditions or work practices.
- Failure to maintain good housekeeping standards and cleanliness in their departments.

Supervisors who fail to maintain high standards of safety within their departments will be demoted or terminated after three documented warnings have been levied during any calendar year.

### **Section C – Paragraph/Clause 4.7.2.2** **Accident Reporting**

#### **Accident Reporting & Investigation**

It is the policy of Custom Tree Care, Inc. to carry out a thorough program of accident reporting and investigation. Supervisory personnel will be primarily

responsible for making an investigation of all accidents in their area. Accidents involving fire, death, serious injury, or extensive property damage will be investigated jointly by the supervisor and upper management.

The primary goal of the accident investigation program is the prevention of future accidents through the use of knowledge derived from the investigation. Additionally, the investigation will be used to prepare reports required by Federal and State law as well as the Workers Compensation insurance carrier. These reports are critical in establishing the company's and the supervisor's liability under the law.

When an employee is injured at work the supervisor is responsible for taking emergency action to have first aid administered, to obtain professional medical attention as soon as possible, and to protect other employees and equipment. The supervisor must then begin to investigate the circumstances of the accident. The following procedures have been found to be effective when investigating accidents.

**Go** to the scene of the accident at once.

**Talk** with the injured person if possible. Talk to witnesses. Stress getting the facts-not placing blame or responsibility. Ask open-ended questions.

**Listen** for clues in the conversations around you.

**Encourage** people to give their ideas for preventing a similar accident.

**Study** possible causes-unsafe conditions, unsafe practices.

**Confer** with interested persons about possible solutions

**Write** your accident report giving a complete accurate account of the accident.

**Follow up** to make sure conditions are corrected. If they cannot be corrected immediately, report this to your supervisor.

**Publicize** corrective action taken so that all may benefit from the experience.

***Notify the Safety Coordinator(s) as well as the Project Officer (PO) and immediately with information regarding with whom, how, where, when, seriousness of accident and medical treatment received of the injured person or persons whenever an accident occurs. Accident scenes shall not be disturbed until released by investigating personnel with the exception of emergency rescue and emergency measures.***

#### **Vehicle Accidents-What to do:**

Make sure your vehicle has a fully stocked accident kit. The kit should contain:

- Current vehicle registration



- Current proof of vehicle insurance
- Several business cards from the owner or manager
- Pen, and or pencil
- Accident reporting form from your office and insurance company
- Trailer registration if applicable
- Several witness cards

Attend to all injured victims. Assess the situation and attend to the most seriously injured first. Do not move any victim unless there is danger from other vehicles and traffic, or danger of fire or explosion. Do not move vehicles. The police need to see the accident prior to moving any vehicle (s). Protect the scene of the accident by placing flares, flags, or reflectors where they can be seen by approaching traffic. Physically direct traffic around the accident scene if necessary; do not expose yourself to danger in traffic. If your vehicle is moved, get the name of the person or company that moved it. If it is removed from the scene, find out where it is taken. Conduct your own investigation.

Get the names, addresses, phone numbers, driver's license number, vehicle license numbers, and insurance companies of all persons involved, year, make, and model of all vehicles involved. Offer the same information about yourself and your vehicle to others involved. Contact the office to let them know what has happened, and whether anyone was injured and/or taken to a hospital for emergency treatment. Do not admit fault or discuss the accident with anyone except the office of police.

#### **Non-Emergency Injuries**

If necessary, any employee(s) requiring treatment for all non-emergency injuries, or post emergency medical treatment has been provided by local hospital, will be transferred to: TBD.

### **Section C – Paragraph/Clause 4.7.2.3** **Emergency Planning**

#### **Emergency Action Plan**

The following details the organizational structure of our plan and outlines emergency measures to be taken in the event of fire or other emergency.

Remember, your conduct and actions during the first few minutes of any emergency may not only save your life, but the lives of your fellow workers and other members of the community as well. Each truck will have emergency numbers available for ambulance, physician, hospital, fire and local police. Use most effective means of communication based on your location (cellular phone –

if adequate service), two-way radio, hard line telephone or other acceptable means.

### **General Information**

Two important telephone calls need to be made if the facility is to be evacuated because of a fire or disaster within the facility, or an external hazardous condition threatening the facility. If either of these two situations occurs; notify 911 (Emergency Medical Services and Police).

Upon order of management if you are working near a building and a fire breaks out, call emergency numbers if you cannot contain. Going into a building to let someone know of a fire outside the building is acceptable, however, the occupants will have their own safety officer and should have already been briefed in evacuation procedures.

Materials and supplies to be evacuated include, but may not be limited to, first aid kits, the MSDS binder and the personnel roster.

### **Responsibilities**

The Safety Director will:

- Coordinate the Emergency Evacuation Plan throughout the facility.
- Make certain the Program is familiar to all personnel and that all new employees are promptly oriented.
- Schedule education as necessary.

The Safety Director will be aided by the Supervisors who will:

- Facilitate the Emergency Evacuation Plan.
- Keep contact check on all personnel to be sure that they are completely familiar with all phases of the Plan that they are required to know.
- See that personnel participate in awareness training, fire classes, and other practice sessions as necessary.
- Be certain that all personnel are familiar with fire extinguishers, and make thorough fire prevention inspections when they are assigned to do so.
- Take the necessary steps required to correct any fire hazards discovered.

It is the duty of every employee to:

- Be completely familiar with the Emergency Evacuation Plan and their duties of responsibilities in the program.
- Participate in all fire drills and practice sessions.

- Attend all fire training classes when assigned.
- Learn the location of, and how to operate all fire extinguishing equipment.
- Report any fire and/or safety hazard.

## **Fire Emergency Plan**

### **Keep Calm...Report all fires and smoke**

Personnel have been assigned to:

- Notify the fire department
  1. For Emergency situation call 911.
  2. For Non-Emergency situation call the COO.

The person reporting the fire to the fire department will provide them with the following information.

- Custom Tree Care, Inc.
- Address of incident
- What is burning (machines, paper, etc.)
- Location of fire (roof, plant, office, etc.)
- Type of fire (electrical, liquid, etc.)

Additional assignments have been made to attempt to extinguish fire with the use of on-premises equipment (extinguishers, hoses, etc.). A minimum of two persons is required to fight a fire. To ensure employee safety, this is to be done only during the early stages of the fire. If the fire cannot be extinguished by the time your fire extinguisher runs out (roughly five (5) minutes) then you must notify emergency immediately.

Working away from the involved area, personnel will be assigned to:

- Check the driveways to see that they are clear for entry of fire fighting equipment
- Wait at the front entrance for the arrival of fire fighting equipment. Direct the firemen to the fire if necessary.

Re-entry onto the property will not be permitted until it is declared safe to do so by management, or by the local fire/law enforcement officials.

## **Hazard Communication**

**Name of Contact Person :** Greg Gathers  
**Title:** President – Custom Tree Care, Inc.



## **Hazard Evaluation**

Chemical manufacturers and importers are required to review the available scientific evidence concerning the hazards of the chemicals they produce, and then report that information to employees who purchase their product. In most cases Custom Tree Care, Inc. will choose to rely on the evaluation performed by our suppliers. If for some reason we do not trust the evaluation of the manufacturer, we will arrange for additional testing.

We will consider the following chemicals used in our business to be hazardous:

1. Diesel Fuel
2. Gasoline

## **Label & Other Forms of Warning**

We will make certain that containers are adequately labeled to identify the hazardous chemicals they contain and will show hazard warnings appropriate for your protection. The warnings will use a combination of words, pictures and symbols that will communicate the hazards of the chemical (s) in the container. The labels will be legible and prominently displayed. Our training program will include instruction on how to read and interpret label information.

Exceptions to this rule are as follows:

We are permitted to post signs that convey the hazard information if there are a number of stationary containers in a given area, which have similar contents and hazards.

We are not required to label portable containers, as long as the transferred chemical is for immediate use by the employee who made the transfer.  
We are not required to label pipes or piping systems.

## **Employee Training**

It is the goal of Custom Tree Care, Inc. to provide hazard communication training during the first 30 days of employment and whenever a new chemical is introduced to a given work area. Training will be done in a meeting setting and

will be conducted by the Program Coordinator or another who has been properly trained.

The training program will consist of:

- How the hazard communication program is implemented, how to read and interpret information on labels and MSDS, and how employees can obtain and use the available hazard information.
- The hazards of chemicals to which employees are exposed in the work area.
- Measures employees can take to protect themselves from the hazards.
- Specific procedures put into effect by the company to provide protection, such as personal protective equipment, mechanical guards, or protective processes.
- Methods that you can use, such as visual appearance or smell, to detect presence of hazardous chemicals to which you or your co-workers may be exposed.
- Name and/or job title of who you can go to if you have questions.

#### **Section C – Paragraph/Clause 8.0** **Quality & Warranty of Work**

Custom Tree Care, Inc. will provide service that meets and exceeds standards of excellence. The work done on all of our projects is guaranteed to be done in a timely, professional manner with expertise in all aspects of arboriculture. Upon completion of work assigned, a Certified Arborist will be available to go through with the project coordinator to ensure the work performed meets and exceeds his or her expectations. Letters of recommendation are available upon request. A listing of past performance is also available noting work done both as a Prime Contractor and a Sub-Contractor.

#### **Section C – Paragraph/Clause 8.1** **Quality Control**

Greg Gathers – President – Custom Tree Care, Inc. shall be responsible for overseeing all aspects of quality control throughout the duration of the project. Greg is a Certified Arborist with the KAA and ISA and has authority to make recommendations and implement plans of action for all tree care operations. Proof of certification including Membership and Certification Numbers will be provided to the current Contract Administrator of this agreement.

An Arborist will do a quality control walk-through with the PO on each project site to inspect job performance upon completion. A written report of any additional trimming necessary will be provided to the PO with project site noted and work to

be performed. Custom Tree Care, Inc. agrees to return to the designated project site within Forty-Eight (48) hours to make any necessary adjustments.



CUSTTRE-01

MDRESSMAN

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/22/2019

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

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

<b>PRODUCER</b> Elliott Insurance Inc. 3645 SW Burlingame Rd Topeka, KS 66611	<b>CONTACT NAME:</b> Maria Dressman		
	<b>PHONE (A/C, No, Ext):</b> (785) 267-4840	<b>FAX (A/C, No):</b> (785) 267-5609	
	<b>E-MAIL ADDRESS:</b> maria@elliottinsurancegroup.com		
<b>INSURED</b>  Custom Tree Care Inc. 3722 SW Spring Creek Ln Topeka, KS 66610	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A : Wesco Insurance Company</b>		<b>25011</b>
	<b>INSURER B : Greenwich Insurance Company</b>		
	<b>INSURER C : American Interstate Insurance</b>		<b>31895</b>
	<b>INSURER D :</b>		
	<b>INSURER E :</b>		
	<b>INSURER F :</b>		

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

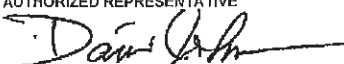
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			WPP1625962 00	4/21/2018	4/21/2019	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
							COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
PROPERTY DAMAGE (Per accident) \$							
							\$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			NEC6005043-00	4/21/2018	4/21/2019	EACH OCCURRENCE \$ 3,000,000
							AGGREGATE \$ 3,000,000
							\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	AVWCK52696362018	7/1/2018	7/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER \$
							E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Greg Gathers is the Officer Excluded on the Workers Compensation/Employers Liability policy  
Pesticide or Herbicide Applicator Limited Pollution Coverage is provided per CG2264 (04/13)

RFP #1 Emergency-Disaster Debris Removal

## CERTIFICATE HOLDER

## CANCELLATION

Lake Powell Residential Gold Community Development District 2300 Glades Rd., Suite 410 W Boca Raton, FL 33431	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



# CERTIFICATE OF INSURANCE

SHELTER MUTUAL INSURANCE COMPANY  
A MUTUAL COMPANY

SHELTER GENERAL INSURANCE COMPANY  
A STOCK COMPANY

Name & Address To Whom Issued:

Name & Address of the Named Insured:

Lake Powell Residential Gold Community Development  
Distric  
2300 Glades Rd., Suite 410 W  
Boca Raton, FL 33431  
RFP #1 Emergency-Disaster Debris Removal

Custom Tree Care  
Greg Gathers  
3722 SW Springcreek Ln  
Topeka, KS 66610

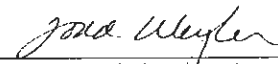
This Certificate of Insurance neither affirmatively nor negatively amends, alters or extends the coverage afforded by the policy(s) listed. The Certificate is issued for informational purposes only and confers no rights to the certificate holder.

This is to certify that insurance policies shown below by policy number have been issued for the policy period(s) indicated:

Company	Type of Insurance	Policy Number	Policy Inception	Policy Expiration	Limits of Liability
Shelter Mutual	General Liability: <input type="checkbox"/> Premises & Operations <input type="checkbox"/> Products/Completed Operations Provided				Per Occurrence Aggregate  Products/Completed Operations For: (Describe) <div></div> <div></div> <div></div> <div></div>
<input checked="" type="checkbox"/> Shelter Mutual <input type="checkbox"/> Shelter General	Automobile <input checked="" type="checkbox"/> All Owned or Leased Autos (described in declarations of a Shelter issued policy) <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non Owned Autos	See Page 2	10/21/18	04/21/19	1,000,000 Combined Single Limit BI Per Person BI Per Accident PD Per Accident
Shelter Mutual	Apartment Owner's/ Rental Dwelling				Per Occurrence Per Aggregate
Shelter Mutual	Business				Per Occurrence Per Aggregate
<input type="checkbox"/> Shelter Mutual <input type="checkbox"/> Shelter General	Other:				

## REMARKS:

Date 10/21/18

By   
Authorized Representative

M-51.26-M

# *State of Florida*

## *Department of State*

I certify from the records of this office that CUSTOM TREE CARE, INC. is a Kansas corporation authorized to transact business in the State of Florida, qualified on June 23, 2015.

The document number of this corporation is F15000002741.

I further certify that said corporation has paid all fees due this office through December 31, 2016, that its most recent annual report/uniform business report was filed on April 19, 2016, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the First day of May, 2016*



*Ken Dietzner*  
**Secretary of State**

Tracking Number: CU1010009104

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>




# INTERNATIONAL SOCIETY OF ARBORICULTURE

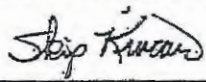
## CERTIFIED ARBORIST™

### Greg Gathers

Having successfully completed the requirements set by the Arborist Certification  
Board of the International Society of Arboriculture,  
the above named is hereby recognized as an ISA Certified Arborist®



  
Jim Skiera, Executive Director  
International Society of Arboriculture

  
Certification Board, Chair  
International Society of Arboriculture

MW-4172A	Feb 04, 2001	Jun 30, 2019
Certification Number	Certified Since	Expiration Date

## Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

Print or type  
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Custom Tree Care, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:

- ☐ Individual/sole proprietor or single-member LLC  
☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate  
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶  
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.  
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  
Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting  
code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)

6021 SW 29th St. PMB #130

6 City, state, and ZIP code

Topeka, KS 66614

Requester's name and address (optional)

7 List account number(s) here (optional)

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

\_\_\_\_ - \_\_\_\_ - \_\_\_\_

or

Employer identification number

4 8 - 1 2 4 5 9 6 8

### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign  
Here

Signature of  
U.S. person ▶

Date ▶

4/15/19

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

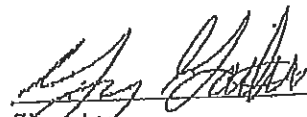




### Litigation Statement

This statement is to certify that no litigation has been filed against Custom Tree Care, Inc. in the last 10 years by a client. Furthermore, no litigation has been filed against any of Custom Tree Care, Inc. principals in the last 10 years.

Respectfully,

  
Signature

11/10/17  
Date

Greg Gathers  
President  
Custom Tree Care, Inc.

**LAKE POWELL RESIDENTIAL GOLF  
COMMUNITY DEVELOPMENT DISTRICT  
RFP No. 1  
EMERGENCY-DISASTER DEBRIS REMOVAL  
ADDENDUM No. 1**

**Question 1.**

Do we need to add disposal fees to our price proposal or tipping fees to be considered a pass-through to Lake Powell Residential Golf Community Development District?

**Answer 1.**

Yes

LAKE POWELL RESIDENTIAL GOLF  
COMMUNITY DEVELOPMENT DISTRICT

REQUEST FOR PROPOSALS (RFP)

NO. 1

for

EMERGENCY-DISASTER DEBRIS REMOVAL

LAKE POWELL RESIDENTIAL GOLF COMMUNITY DEVELOPMENT DISTRICT

*ATTN:* HOWARD MCGAFFNEY, DISTRICT MANAGER

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## LAKE POWELL RESIDENTIAL GOLF COMMUNITY DEVELOPMENT DISTRICT

("Lake Powell")

### REQUEST FOR PROPOSALS

#### GENERAL PURPOSE

Lake Powell seeks to obtain proposals from qualified firms to perform emergency debris removal services. The potential contract awarded as a result of this procurement will be a "requirements" contract, with no quantities guaranteed. Lake Powell will negotiate an agreement with the applicant whose proposal is the most responsive to this RFP. Lake Powell reserves the right to reject any or all responses. LAKE POWELL ANTICIPATES THAT CONTRACTORS RESPONDING TO THIS RFP MAY WISH TO PROVIDE LESS THAN ALL OF THE SERVICES DESCRIBED HEREIN, AND ENCOURAGES CONTRACTORS TO RESPOND AND PROVIDE PROPOSALS FOR PORTIONS OF THE WORK DESCRIBED HEREIN.

Scope of Contracted Services. Upon notice by Lake Powell, Contractor shall provide all expertise, personnel, tools, materials, equipment, transportation, supervision, and all other services and facilities of any nature necessary to execute, complete the timely removal and lawful disposal of all storm-generated debris. The term "debris", as used herein, includes all forms of disaster-generated debris, such as vegetative, demolition, construction, household goods (hereinafter "white goods"), hazardous and industrial waste materials.

These contracted services shall provide for the cost effective and efficient removal and lawful disposal of debris from all public streets, roads, and other rights-of-way, including any other locally-owned facility or site as may be directed by Lake Powell, and in accordance with Federal Requirements. Contract services will only be performed when requested and as designated by Lake Powell, by an approved Task Order issued by Lake Powell. Contractor shall load and haul the debris from within the legal boundaries of Lake Powell to a site(s) agreed to by Lake Powell.

Lake Powell reserves the right to assign work to various Contractors, at its sole discretion. Lake Powell also reserves the right to approve all Subcontractors hired by Contractor and/or to require Contractor to dismiss a Subcontractor upon request.

Time Schedule. Lake Powell will use the following timetable during the selection process. This schedule may be changed solely at Lake Powell's discretion.

Release Date of RFP: **March 20, 2019**

Proposal due date and time of opening: **April 22, 2019 at 12:00 p.m.**

Board Review date: **May 6, 2019 at 6:00 p.m., Central Time**

Contract Initiation start date: **upon execution**

## GENERAL

All prospective applicants shall provide sufficient information and data to fully allow a complete evaluation of the information to be made. Information and data submitted by each applicant will become a part of the proposals.

Proposal Submission. Proposals shall be delivered to Howard McGaffney, District Manager.

The delivery of proposals to Lake Powell prior to the specified date and time is solely and strictly the responsibility of the applicant. Lake Powell shall not, under any circumstances, be responsible for delays caused by the United States Postal Service or any delivery service, or for delays caused by any other occurrence. All responses must be manually and duly signed by an authorized corporate officer, principal, or partner with the authority to bind said applicant.

All responses must be marked on the outside: **"Debris Removal RFP for LAKE POWELL COMMUNITY DEVELOPMENT DISTRICT."**

The applicant is solely responsible for reading and completely understanding the requirements of this RFP. Proposals delivered after the specified delivery date/time will not be considered under any circumstances. Late submissions shall be returned unopened to the applicant with the notation "The proposals were received after the delivery time designated for the receipt and opening of the proposals."

The applicant shall submit eight (8) copies of its entire proposal and one (1) electronic copy (CD or flash drive).

Lake Powell may waive any informalities, irregularities, or variances, whether technical or substantial in nature or reject any and all proposals at Lake Powell's discretion.

Proposal Content. Each proposal should include the following:

- a. Qualifications and experience of personnel, including the Administrator or Project Manager and other key personnel.
- b. Provide results, in measurable terms, which demonstrate the success of past Contracts.
- c. Any other information, which may be of benefit to Lake Powell in making a decision on the successful applicant.

Inquiries and Addenda. Each applicant shall examine all RFP documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions, or requests concerning an interpretation, clarification, or additional information pertaining to the RFP shall be directed in writing to:

Howard McGaffney, District Manager  
2300 Glades Rd., Suite 410 W, Boca Raton, Fl. 33431  
[mcgaffneyh@whhassociates.com](mailto:mcgaffneyh@whhassociates.com)

Lake Powell shall not be responsible for oral interpretations given by any other Lake Powell employee, representative, or others. The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this RFP, Lake Powell will notify all prospective applicants who have secured same. However, it shall be the responsibility of each applicant, prior to submitting the proposals, to contact Lake Powell's District Manager to determine if addenda were issued and to make such addenda a part of the proposal.

Insurance Requirements. Insurance requirements must be in place prior to contract start-up.

- a. Liability Insurance. The applicant shall furnish, pay for, and maintain during the life of the contract with Lake Powell the following liability coverages:
  - Comprehensive General Liability Insurance with bodily injury limits of not less than \$1,000,000 for each occurrence, and with property damage limits of not less than \$1,000,000 for each occurrence.
  - Worker's Compensation Insurance applicable to its employees, for statutory coverage limits in compliance with Florida laws.
  - Automobile Liability Insurance with bodily injury limits of not less than \$1,000,000 for each person and not less than \$1,000,000 for each accident and with property damage limits of not less than \$1,000,000 for each accident.
  - Excess Liability Insurance with limits of not less than \$5,000,000 for each occurrence and annual aggregate.
- b. Additional Insured. Lake Powell is to be specifically included as an additional insured on all liability coverage described above.
- c. Notice of Cancellation or Restriction. All policies of insurance must be endorsed to provide Lake Powell with a thirty (30) day notice of cancellation or restriction.
- d. Certificate of Insurance / Certified Copies of Policies. The applicant shall provide Lake Powell with a certificate or certificates of insurance showing the existence of the coverage required by this RFP. The applicant will maintain this coverage with a current certificate or certificates of insurance throughout the term stated in the proposal. When specifically requested by Lake Powell in writing, the applicant will provide Lake Powell with certified copies of all policies of insurance as required above. New certificates and new certified copies of policies, if certified copies of policies have been requested, shall be provided to Lake Powell whenever any policy is renewed, revised, or obtained from other insurers.
- e. The address where such certificates and certified policies shall be sent or delivered is as follows:

Daphne Gillyard  
2300 Glades Rd., Suite 410 W, Boca Raton, FL 33431  
[gillyardd@whhassociates.com](mailto:gillyardd@whhassociates.com)



- f. The applicant shall defend, indemnify, save and hold Lake Powell harmless from any and all claims, suits, judgments and liability for death, personal injury, bodily injury, or property damage arising directly or indirectly from the performance by the applicant, its employees, subcontractors, or assigns, including legal fees, court costs, or other legal expenses. The applicant acknowledges that it is solely responsible for complying with the terms of this RFP. In addition, the applicant shall, at its expense secure and provide to Lake Powell, prior to beginning performance under this RFP, insurance coverage as required in this RFP.
- g. Any party providing services or products to Lake Powell will be expected to enter into a written agreement, contract, or purchase order with Lake Powell that incorporates, either in writing or by reference, all of the pertinent provisions relating to insurance and insurance requirements as contained herein. A failure to do so may, at the solo option of Lake Powell, disqualify any bidder or proposer of services and/or products to Lake Powell.

Standard Requirements.

- a. Right to Protest. Any actual or prospective bidder who is aggrieved in connection with the solicitation or award of a contract may seek resolution of his/her complaints by contacting the Purchasing Manager.
- b. No Corrections. Once a competitive proposal is submitted, Lake Powell shall not accept any request by any proposer to correct errors or omissions in any calculations or competitive price submitted.
- c. Procurement Process.
  - i. Openness of Procurement Process. Written competitive proposals, other submissions, correspondence, and all records made thereof, as well as negotiations conducted pursuant to this RFP, shall be handled in compliance with Chapters 119 and 286 Florida Statutes. Lake Powell gives no assurance as to the confidentiality of any portion of any proposal once submitted.
  - ii. No Collusion. By offering a submission to the RFP, the proposer certifies the proposer has not divulged to, discussed or compared his/her competitive proposal with other proposers and has not colluded with any other proposers or parties to this competitive proposal whatsoever. This section is not intended to prohibit two or more organizations from working together on a joint application. One organization would have to be designated as the lead agency with fiscal responsibility.
  - iii. Informality Waiver/Rejection of Bids. Lake Powell reserves the right to reject any and all responses and to waive any irregularity, variance or informality whether technical or substantial in nature, in keeping with the best interests of Lake Powell.
  - iv. Appropriations Clause. Lake Powell, as an entity of government, is subject to the appropriation of funds by its legislative body in an amount sufficient to allow

continuation of its performance, in accordance with the terms and conditions of this contract, for each and every fiscal year following the fiscal year in which this contract is executed and entered into, and for which this contract shall remain in effect. Upon notice that sufficient funds are not available in the subsequent fiscal years, Lake Powell shall thereafter be released of all terms and other conditions.

## SELECTION CRITERIA AND RANKING PROCESS

All proposals shall be subject to an evaluation by a selection committee to be established by Lake Powell. The successful applicant must demonstrate an understanding of the project scope and purpose. This refers to the applicant's understanding of the needs that generated the RFP, of the objectives in asking for the services and of the nature and scope of the work involved.

The evaluation of the proposals shall be accomplished utilizing the criteria described in this section. Information and data included in the proposal shall be considered in the evaluation process.

Completeness of Proposal. Following the receipt of proposals, the Selection Committee shall review all proposals with respect to completeness and conformance with the instructions and requirements specifically indicated in this RFP. Responses, which are deemed incomplete or nonconforming with instructions and requirements of this RFP may not be given further evaluation. Lake Powell reserves the right to reject any and all responses and to waive any irregularity, variance, or informality whether technical or substantial in nature, in keeping with the best interest of Lake Powell.

Selection Criteria. All proposals shall be evaluated with respect to the completeness of the data provided, support for all claims made and the overall approach taken. All submissions will be rated using a 1-5 scale, with 5 being the highest rating. The following criteria shall be utilized in the evaluation process:

- The responsiveness and completeness of the proposal.
- Demonstrated knowledge of Federal Emergency Management Agency (FEMA) procedures and reimbursement guidelines and the ability to provide documentation necessary to facilitate FEMA reimbursement.
- Net overall cost to the CDD for the proposed services. (Cost shall be considered in proposal evaluations, but shall not be the sole determining factor.)
- Applicant's ability to respond promptly when services are requested. Labor force resources available to perform the required services and experience in accomplishing documentation required for federal and/or state reimbursement.
- The proximity of Applicant's personnel and equipment in the event of a disaster.
- Past experience as well as qualifications to complete debris removal and other services as required by this RFP.

## PERFORMANCE OF SERVICES

Description of Services. Contractor agrees to perform contracted services in a professional and workmanlike manner and in compliance with all applicable laws, ordinances, rules, regulations, and permits. Only the highest quality workmanship will be acceptable. Services, equipment and workmanship not conforming to the intent of Agreement or meeting the approval of Lake Powell may be rejected. Replacements and/or rework, as required, will be accomplished on a timely basis at no additional cost to Lake Powell. Where indicated below, certain services may be proposed to be provided separately from other services herein.

Emergency Push / Road Clearance. Contractor shall accomplish the cutting, tossing and/or pushing of debris, hanging limbs, or leaning trees off of transportation routes as identified by and directed by Lake Powell. The emergency push will normally be completed within the first 72 hours following the activation of this contract, unless notified otherwise by Lake Powell. Time and material rate shall be applicable.

Debris Removal From Public Right-of-Way (ROW). As directed by Lake Powell, Contractor shall load and haul all eligible debris to an approved Debris Management Site (DMS) or other disposal destination, as specified or agreed to by Lake Powell. All collection and hauling will be consistent with Federal requirements applicable to the disaster event. Contractor will ensure compliance with instructions from Lake Powell regarding the collection, hauling and disposal of hazardous wastes and/or other categories of debris.

Debris Clearance/Removal from Public Property. As directed by Lake Powell, Contractor shall clear eligible debris from public property, load and haul all debris to a designated Debris Management Site (DMS) or other disposal destination designated or agreed to by Lake Powell. If necessary, Lake Powell or its designee will confirm the eligibility of the debris to be removed.

Tree Cutting. As directed by Lake Powell, Contractor shall remove trees determined by Lake Powell to be damaged by the emergency event in such a manner as to pose a threat to life or property. **BIDDERS MAY PROPOSE TO SUPPLY THESE SERVICES ALONE.**

Demolition of Structures and Construction Debris Removal. As directed by Lake Powell, Contractor shall demolish unsafe structures and remove debris that has been determined by Lake Powell to be a threat to the health and safety of the public. Contractor will exercise due diligence in demolishing and/or removing debris from private property. Lake Powell will direct actions to secure the right of entry (ROE) onto private property to allow demolition and removal. All applicable local, state and federal regulatory requirements regarding asbestos containing materials shall be adhered to unless waived by applicable regulatory authorities. **BIDDERS MAY PROPOSE TO SUPPLY THESE SERVICES ALONE.**

Debris Separation/Reduction and Debris Management Site (DMS). Contractor shall operate and manage the DMS to accept and process all event debris. All actions will be implemented by Contractor only with the prior approval of Lake Powell. Actions by Contractor will include, but are not limited to the following:

- Ensure that only debris authorized by Lake Powell's Contract Administrator will be allowed in the DMS sites.

- Provide to Lake Powell a video record of the pre- and post-use site conditions. Prepare a plan of proposed site layout and review with Lake Powell prior to its implementation.
- Prepare a plan for site security and traffic control for both on the site and adjacent roadways and review with Lake Powell prior to its implementation.
- Comply with any applicable environmental requirements, to include litter control fencing, silt fencing, dust control, hazardous materials containment area, and/or water retention berms.
- Confine hours of operation of the DMS to those determined by Lake Powell. Process debris by methods that may include, but not be limited to, reduction by grinding, or other alternate methods of reduction, such as compaction.
- Prior to reduction, segregate all debris between vegetative construction and demolition debris, white goods, and hazardous waste.
- Develop and implement, with the approval of Lake Powell, a procedure for management of the receipt of unauthorized and/or ineligible debris at the DMS.
- Provide Lake Powell with proper and acceptable documentation (including destination, tickets, volume/weight) for final disposal of debris accepted at the DMS.
- Upon closure of the DMS, restore the site to its pre-use condition, meeting all regulatory requirements for the site closure. Survey the site to verify that it has been restored to pre-use elevation and condition.

Designation and Management of Staging Areas. Contractor shall identify staging areas in collaboration with Lake Powell for the purposes of truck/equipment certification; provision of temporary fueling or vehicle maintenance (as required), and other operational service functions related to debris removal efforts. Contractor shall provide temporary tent, sanitary and other appropriate conveniences necessary for the care and well-being of all Contractor and Subcontractor personnel. Lake Powell will approve of the location, size, layout and services to be provided at any staging area established by Contractor, who will insure that each area is managed in accordance with all applicable regulatory requirements and in a manner to minimize disruption to the surrounding neighborhoods.

Disaster Recovery Technical Assistance. Contractor will provide Disaster Recovery Technical Assistance to Lake Powell to assist with guidance and consultation on all aspects of the recovery process. This assistance shall include documentation and management for the Public Assistance Program as pertains to debris management, planning, training and exercise development.

Cost of Services. Contractor shall bear all of its own operating costs and is responsible for all permit and license fees, and maintenance of its own trucks and equipment to keep such property in a condition and manner adequate to accomplish contracted services. Upon receipt and acceptance of full documentation of the performance of services and an accurate invoice as

specified by Lake Powell, Contractor shall be reimbursed on a unit price basis as specified in Attachments A and B. **Contractors may leave blank any line items which contain services or equipment that are not applicable to Contractor, and they may also supplement Attachments A and B for any services or equipment they propose to provide which are not otherwise adequately described in Attachments A and B.**

Unknown and/or unforeseen events or conditions may require an adjustment to the unit costs given in Attachments A and B of this Agreement. Any amendments, extensions or changes to the scope of contracted services or unit prices are subject to full negotiations between Contractor and Contract Administrator.

## STANDARDS OF PERFORMANCE

Contractor Representative and General Operations Plan. Contractor shall have a knowledgeable and responsible representative report to the Contract Administrator or designee and provide a copy of Contractor's General Operations Plan within seven days following the execution of this Agreement. Lake Powell will approve the General Operations Plan prior to its implementation within Lake Powell. Contractor's representative shall have the authority to implement all actions required to begin the performance of contracted services as set out in this Agreement and Contractor's General Operations Plan.

Mobilization. When a Notice To Proceed (NTP) in advance of an event has been received by Contractor, he/she will make all necessary arrangements to mobilize a minimum of 50% of the required resources within 48 hours and 100% of the required resources within 96 hours to commence and conduct these contracted services. Lake Powell may take such other actions as necessary to address the failure of Contractor to mobilize resources on the schedule required by Lake Powell.

## GENERAL RESPONSIBILITIES

Other Agreements. Lake Powell may be required to enter into agreements with Federal and/or State agencies for disaster relief. Contractor shall be bound by the terms and conditions of such agreements, regardless of the additional burdens of compliance.

Lake Powell's Obligations. Lake Powell shall furnish a written Work Authorization or Notice To Proceed.

Contractor's Conduct of Work. Contractor shall be responsible for planning and conducting all operations in a satisfactory and professional manner. All Contractor personnel and Subcontractors shall demonstrate and maintain a courteous and responsible demeanor toward all persons.

Supervision by Contractor. Contractor will supervise and/or direct all contracted services performed by its employees, agents and subcontractors. Contractor is solely responsible for all means, methods, techniques, safety and other procedures. Contractor will employ and maintain a qualified project manager at the work site(s) who shall have full authority to act on behalf of Contractor. All communications given to the project manager by the Contract Administrator or designee shall be as binding as if given to Contractor.

Self-sufficiency of Contractor and Subcontractors. Contractor shall ensure that its work force, including Subcontractors, maintain self-sufficiency related to fuel, vehicle repair/maintenance, housing, sanitation, food and related accommodations, in a manner that is consistent with local requirements and minimizing adverse affects on the community and the environment.

Damages by Contractor. Contractor shall be responsible for conducting all operations, whether contemplated by this Agreement or later requested as specialized services, in such a manner as to cause the minimum damage possible to existing public, private and commercial property and/or infrastructure. Contractor shall also be responsible for any damages due to the negligence of its employees and Subcontractors. Contractor must report such damage to the Contract Administrator in writing within 24 hours. Should any property be damaged due to negligence on the part of the Contractor, Lake Powell may either bill Contractor for the damages, withhold funds due to Contractor, or Contractor may also repair all damage to the satisfaction of Lake Powell. Lake Powell shall make the determination of whether "negligence" has occurred.

Contractor's Duty Regarding Other Contractors. Contractor acknowledges the presence of other Contractors involved in disaster response and recovery activities by the federal, state and local government and of any private utility, and shall not interfere with their work.

Contractor's Disposal of Debris. Unless otherwise directed by Lake Powell, Contractor shall be responsible for determining and executing the method and manner for processing and/or lawful disposal of all eligible debris as approved by Lake Powell. Lake Powell and Contractor shall mutually agree upon the locations of the DMS and final disposal sites. Lake Powell may allow separate unit prices for delivery and disposal of debris to DMS and final disposal. Upon request from Contractor, other sites may be utilized as directed and/or approved by Lake Powell.

## GENERAL TERMS AND CONDITIONS

Multiple, Scheduled Passes. Contractor shall make scheduled passes of each area impacted by the event, at the direction of Lake Powell. Lake Powell shall direct the interval timing of all passes. Sufficient time shall be permitted between subsequent passes to accommodate reasonable recovery and additional debris placement at the ROW by the citizens and Lake Powell. Contractor will document the completion of all passes based on the direction from Lake Powell and will provide this documentation to Lake Powell on the frequency requested by Lake Powell.

Clean As You Go Policy. Contractor shall provide a "Clean As You Go" policy. Contractor shall supervise and enforce such policy during debris management operations.

Operation of Equipment. Contractor shall operate all trucks, trailers and all other equipment in compliance with any/all applicable federal, state and local rules and regulations. Equipment shall be in good working condition. All loading equipment shall be operated from the road, street, or ROW using buckets and/or boom and grapple devices to collect and load debris. No equipment shall be allowed behind the curb or outside of the public ROW unless otherwise directed by Lake Powell. Should operation of equipment be required outside of the public ROW, Contractor will ensure that a ROE Agreement has been obtained prior to property entry.

Security of Debris During Hauling. Contractor shall be responsible for the security of debris on/in each vehicle or piece of equipment utilized to haul debris. Prior to leaving the loading sites, Contractor shall ensure that each load is secure and trimmed so that debris does not extend horizontally beyond the bed of the equipment; in any direction. All loose debris shall be reasonably compacted and secured during transport in accordance with FDOT guidelines. As required, Contractor will survey the primary routes used by Contractor for debris hauling as soon as possible after the transport and will recover fallen or blown debris from the roadway(s).

Traffic Control. Contractor shall mitigate impact on local traffic conditions to the greatest extent possible. Contractor is responsible for establishing and maintaining appropriate traffic control in accordance with the most current edition of the US Department of Transportation Manual or Uniform Traffic Control Devices (MUTCD). Contractor shall provide sufficient signage, flagging and barricading to ensure the safety of vehicular and pedestrian traffic at all debris removal, collection, reduction and/or disposal sites.

Work Days/Hours. Work days and/or work hours shall be as directed by Lake Powell following consultation and notification to Contractor. Working hours on holidays shall be at the discretion of Lake Powell.

Hazardous and Industrial Wastes. Contractor shall set aside and reasonably protect all hazardous or industrial material encountered during debris removal operations for collection and disposal. Prior to such actions, Contractor will prepare a Hazardous and Industrial Materials Cleanup and Disposal Plan, and this plan will be in accordance with all local, state and Federal requirements and will be approved by Lake Powell. In accord with this plan, Contractor may use the subcontracting services of a firm specializing in the management and disposal of such materials and waste.

Utilizing Local Resources. Contractor shall, to every extent possible, give priority to utilizing labor and other resources originating within Bay County.

Work Safety. Contractor shall provide and enforce a safe work environment as prescribed in the Occupational Safety and Health Act of 1970, as amended. Contractor will provide such safety equipment, training and supervision as may be required by Lake Powell and/or other governmental regulations. Contractor shall ensure that its subcontracts contain an equivalent safety provision.

Inspection of Contractor Operations. All debris shall be subject to inspection by Lake Powell and other public authorities to ensure compliance with this Agreement, applicable federal, state and local laws, and in accordance with generally accepted standards of emergency management professionals. Lake Powell will, at all times, have access to all work sites and disposal areas. In addition, authorized representatives and agents of the government shall be permitted to inspect all work, materials, invoices, and other relevant records and documentation.

Corrective Actions Required of Contractor. When instructed by Lake Powell's Representative, Contractor will immediately implement corrective actions to address health and safety issues and/or any other actions inconsistent with any of the terms of this agreement, as determined by Lake Powell in its sole discretion and notify Lake Powell within 24 hours.

Ineligible Work. Contractor will not be paid for the removal, transportation, storage, reduction and/or disposal of any material that does not meet the eligibility requirements identified in section entitled *General Purpose*.

Eligibility Inspections. Lake Powell's monitors shall have the right to inspect each load, or to inspect at some other frequency of Lake Powell's direction, to verify that the contents are in accordance with the accepted definition of eligible debris.

Eligibility Determinations. If any load is determined to contain material that does not conform to the definition of eligible debris, the load will be ordered to be deposited at another approved and certified receiving facility. No payment will be allowed for that load and Contractor will not invoice Lake Powell for such loads. Lake Powell, through its authorized representative, will be the sole judge as to whether the material conforms to the definition of eligible debris.

Other Agencies. The term "government" as used in this Agreement refers to those governmental agencies which may have a regulatory or funding interest in this Agreement.

## REPORTS, CERTIFICATIONS AND DOCUMENTATION

Reports. Contractor shall submit periodic, written reports in a format required by Lake Powell documenting the progress of debris removal and disposal. These reports may include, but are not limited to:

Daily Reports. Daily reports may detail the locations where passes for debris removal were conducted, the quantity of debris (by type) removed and disposed of, the total number of personnel by job title engaged in debris management operations, and the number of grinders, chippers and mulching machines in operation. Contractor will also report damages to private property caused by the debris operation or damage claims made by citizens and such other information as may be required to completely describe the daily conduct of Contractor's operations within 24 hours.

Weekly Summaries. A summary of all information contained in the daily reports as described herein, shall be provided to Lake Powell within two days of the close of the week. At the request of Lake Powell, the data making up the weekly summaries shall also be submitted in electronic format. The submitted electronic weekly data will include: Collection Contractor, load ticket number, load date, load location, truck yardage, percent full, calculated yardage (or weight if applicable).

Report Delivery. Contractor shall submit a report to Lake Powell's designee by 11:00 a.m. each business day of the term of the Task Order. Each report will contain at a minimum the following information:

- Contract Number.
- Daily and cumulative hours for each piece of equipment, if appropriate.
- Daily and cumulative hours for personnel, by position, if appropriate.
- Volumes of debris handled.



Data Reconciliation. Reconciliation of data will be accomplished weekly between Contractor and Lake Powell's Representative. All discrepancies will be resolved within five days.

Final Project Closeout. Upon final inspection and/or closeout of the project by Lake Powell, Contractor shall prepare and submit a detailed description of all debris management activities in an electronic spreadsheet, to include, but not limited to the total volume, by type of debris hauled, reduced and/or disposed of, final disposal locations and amounts of the debris managed by Contractor, plus the total cost of the project invoiced to Lake Powell. Contractor shall provide, upon request of Lake Powell and/or no later than project closeout, a release of liens demonstrating that all Subcontractors to Contractor have been fully paid. Agreement will provide any other additional information as may be necessary to adequately document the conduct of the debris management operations for Lake Powell and/or government. Lake Powell must approve final project reconciliation.

Certifications. Contractor will be responsible for the certification of personnel and vehicles.

Certification of Vehicles and Load Capacity. Contractor shall ensure that all equipment is certified in accordance with most current FEMA guidelines. After a disaster, Lake Powell, or their designated representative, will begin the equipment certification at a pre-designated site, or at staging areas established by Contractor.

All Contractor and Subcontractor trucks shall have valid registrations, insurance and meet basic operational criteria: tailgates or equivalent containment devices, tarps, etc., as well as all applicable motor vehicle safety requirements. Drivers shall possess valid licenses. Truck body dimensions shall be measured, and information recorded on certification forms with calculated capacity noted.

The truck driver will be provided up to two (2) copies of the certification sheet for Contractor and Subcontractor's records.

Certification of Personnel.

- Senior management personnel of Contractor assigned to implement work authorizations pursuant to this agreement will participate, upon request, in training and briefing sessions held by representatives of Bay County and/or Lake Powell.
- Senior, supervisory personnel of Contractor and all Subcontractors thereto will have received training in debris management, and the implementation of the National Incident Management System (NIMS).
- Personnel assigned by Contractor as responsible for data management, invoicing and other documentation duties will be trained in the data management concepts and approaches to be used.
- Vehicle and equipment operators will be fully licensed and certified, as required by applicable local, State and Federal statutes and regulations.

- Upon their deployment for field operations, all Contractor and Subcontractor personnel will be briefed and trained appropriately in their duties, responsibilities, and the procedures to be utilized throughout the debris management process, including safety procedures, load ticket management procedures, and accident reporting procedures.

Utilization of a Standardized "Load Ticket." Contractor and all Subcontractors will utilize a standardized "load ticket" (format as provided by Lake Powell) for documenting each load of debris from its origin to the DMS and/or final disposal location, as indicated.

Additional Supporting Documentation. Contractor shall submit sufficient reports and/or documentation for debris loading, hauling, disposal, and load capacity measurements, and any other services provided by Contractor as may be required by Lake Powell and/or other governmental entity to support requests for debris project reimbursement from external funding sources.

Report Maintenance. Contractor will be subject to audit by federal, state and local agencies pursuant to this Agreement. Contractor will maintain all reports, records, debris reporting tickets and Agreement correspondence for a period of not less than three (3) years from project closeout.

(Remainder of page left intentionally blank)

Attachment A

FEE SCHEDULE - PART A: UNIT PRICES

Item /	Description	Unit	Unit Price
1.0	Loading and Hauling Debris from Public Property and Rights-of-Way to a Temporary Debris Staging and Reduction Site	Cubic Yard	\$ 6 <sup>95</sup>
2.0	Loading and Hauling Debris from Public Property and Rights-of-Way to a Final Disposal Site	Cubic Yard	\$ 7 <sup>20</sup>
3.0	Management and Operation of a Temporary Debris Staging and Reduction Site	Cubic Yard	\$ .50
4.0	Debris Reduction by Chipping/Grinding	Cubic Yard	\$ 2.85
5.0	Fluorocarbon Refrigerant Management and Recycling	Per Unit	\$ 45
6.0	Animal Carcass Collection, Hauling, and Final Disposal	Pound	\$ 1 <sup>00</sup>
7.0	Loading and Hauling Debris Reduction By-Products to a Final Disposal Site	Cubic Yard	\$ 3 <sup>95</sup>
8.0	Loading and Hauling Household Hazardous Waste to a Final Disposal Site	Pound	\$ 5 <sup>00</sup>
9.0	Hazardous Stump Removal, Loading and Hauling to a Temporary Debris Staging and Reduction Site		
	A. 24 inch to 35.99 inch diameter	Each	\$ 175
	B. 36 inch to 47.99 inch diameter	Each	\$ 225
	C. 48 inch and larger diameter	Each	\$ 300
11.0	Clean. Fill Dirt	Cubic Yard	\$ 16
12.0	Sand Screening	Cubic Yard	\$ 4 <sup>95</sup>
13.0	Hazardous Tree Removal	Each	\$ 145

## Attachment B

## FEE SCHEDULE - PART B: EQUIPMENT AND LABOR RATES

Item	Description	Hourly Price
1.0	JD 544 Wheel Loader with debris grapple	\$135
2.0	JD 644 Wheel Loader with debris grapple	\$135
3.0	Extendaboom Forklift with debris grapple	\$100
4.0	753 Bobcat Skid Steer Loader with debris grapple	\$80
5.0	753 Bobcat Skid Steer Loader with bucket	\$80
6.0	753 Bobcat Skid Steer Loader with street sweeper	\$80
7.0	30-50 H Farm Tractor with box blade or rake	\$70
8.0	2 - 2 1/2 cu. yd. Articulated Loader with bucket	\$130
9.0	3-4 cu. yd. Articulated Loader with bucket	\$130
10.0	JD 648E Log Skidder, or equivalent	\$125
12.0	CAT D4 Dozer	\$135
13.0	CAT D5 Dozer	\$145
14.0	CAT D6 Dozer	\$155
15.0	CAT D7 Dozer	\$165
16.0	CAT D8 Dozer	\$175
17.0	CAT 125 - 140 HP Motor Grader	\$135
18.0	JD 690 Trackhoe with debris grapple	\$135
19.0	Rubber Tired Excavator with debris grapple	\$130
20.0	JD 310 Rubber Tired Backhoe with bucket & hoe	\$100
21.0	Rubber Tired Excavator with debris grapple	\$130
22.0	210 Prentiss Knuckleboom with debris grapple	\$175
23.0	CAT 623 Self-Loader Scraper	\$135
24.0	Hand-Fed Debris Chipper	\$65
25.0	300 - 400 HP Horizontal Grinder	\$375
26.0	800 - 1,000 HP Horizontal Grinder	\$495
27.0	30 Ton Crane	\$250
28.0	50 Ton Crane	\$300
29.0	100 Ton Crane (8 hour minimum)	\$495
30.0	40-60' Bucket Truck	\$145
31.0	Greater Than 60' Bucket Truck	\$145
32.0	Fuel / Service Truck	\$65
33.0	Water Truck	\$65
34.0	Portable Light Plant	\$25
35.0	Lowboy Trailer with Tractor	\$110
36.0	Flatbed Truck	\$65
37.0	Pick-up Truck (unmanned)	\$25
38.0	Self-Loading Dump Truck with debris grapple	\$185
39.0	Single Axle Dump Truck, 5 - 12 cu. yd.	\$95
40.0	Tandem Axle Dump Truck, 16-20 cu. yd.	\$95
41.0	Tandem Axle Dump Truck, 21 - 30 cu. yd.	\$105
42.0	Tandem Axle Dump Truck, 31 - 50 cu. yd.	\$105

43.0	Tandem Axle Dump Truck, 51-80 cu. yd.	\$110
44.0	Power Screen	\$200
45.0	Stacking Conveyor	\$40
46.0	Chainsaw	\$5
47.0	Air Curtain Incinerator, self-contained	\$125
48.0	Temporary Office Trailer	\$30
49.0	Mobile Command and Communications Trailer	\$45
50.0	Laborer, with small hand tools, and Traffic Control Flagperson	\$40
51.0	Skilled Sawman	\$45
52.0	Crew Foreman with cell phone	\$60
53.0	District Manager with cell phone	\$75
54.0	Tree Climber	\$65

\*Note: All equipment descriptions submitted will be in accordance with the FEMA "Typed Resource Definitions."

\*\*Note: All equipment rates include the cost of the operator, fuel, and maintenance.

\*\*\*Note: All labor rates include the cost of personal protective equipment, including but not limited to: hardhat, traffic safety vest, steel-toed shoes, gloves, leggings, and protective eyewear.

**LAKE POWELL  
RESIDENTIAL GOLF  
COMMUNITY DEVELOPMENT DISTRICT**

**3D**

LAKE POWELL RESIDENTIAL GOLF COMMUNITY DEVELOPMENT DISTRICT

RFP FOR EMERGENCY DISASTER DEBRIS REMOVAL SERVICES  
EVALUATION/RANKING

REQUEST FOR PROPOSALS: EMERGENCY-DISASTER DEBRIS REMOVAL SELECTION CRITERIA	CUSTOM TREE CARE, INC.
Responsiveness and Completeness of Proposal	
Demonstrated knowledge of Federal Emergency Management Agency (FEMA) procedures and reimbursement guidelines and the ability to provide documentation necessary to facilitate FEMA reimbursement.	
Net overall cost to the CDD for the proposed services. <i>(Cost shall be considered in proposal evaluations, but shall not be the sole determining factor.)</i>	
Applicant's ability to respond promptly when services are requested. Labor force resources available to perform the required services and experience in accomplishing documentation required for federal and/or state reimbursement.	
The proximity of Applicant's personnel and equipment in the event of a disaster.	
Past experience as well as qualifications to complete debris removal and other services as required by this RFP.	
TOTAL SCORE	

Please rank each item as follows:

- 5      above average
- 3      average
- 1      below average

Completed by: \_\_\_\_\_

Board Member's Signature

\_\_\_\_\_

Date

\_\_\_\_\_

Printed Name of Board Member

**LAKE POWELL  
RESIDENTIAL GOLF  
COMMUNITY DEVELOPMENT DISTRICT**

**4**



## RESOLUTION 2019-03

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LAKE POWELL RESIDENTIAL GOLF COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2019/2020 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the District Manager has heretofore prepared and submitted to the Board of Supervisors ("**Board**") of the Lake Powell Residential Golf Community Development District ("**District**") prior to June 15, 2019, a proposed budget ("**Proposed Budget**") for the fiscal year beginning October 1, 2019 and ending September 30, 2020 ("**Fiscal Year 2019/2020**"); and

**WHEREAS**, the Board has considered the Proposed Budget and desires to set the required public hearing thereon.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE LAKE POWELL RESIDENTIAL GOLF COMMUNITY DEVELOPMENT DISTRICT:**

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2019/2020 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

2. **SETTING A PUBLIC HEARING.** A public hearing on said approved Proposed Budget is hereby declared and set for the following date, hour and location:

**DATE:** September 4, 2019

**HOUR:** 6:00 P.M. Central Time

**LOCATION:** The Boathouse  
1110 Prospect Promenade  
Panama City Beach, FL 32413

3. **TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENT.** The District Manager is hereby directed to submit a copy of the Proposed Budget to Bay County at least 60 days prior to the hearing set above.

4. **POSTING OF PROPOSED BUDGET.** In accordance with Section 189.016, *Florida Statutes*, the District's Secretary is further directed to post the approved Proposed Budget on the District's website at least two days before the budget hearing date as set forth in Section 2, and shall remain on the website for at least 45 days.

5. **PUBLICATION OF NOTICE.** Notice of this public hearing shall be published in the manner prescribed in Florida law.

6. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

7. **EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.**

ATTEST:

**LAKE POWELL RESIDENTIAL GOLF  
COMMUNITY DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

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

**Exhibit A:** FY 2019/2020 Proposed Budget

**LAKE POWELL  
COMMUNITY DEVELOPMENT DISTRICT  
PROPOSED BUDGET  
FISCAL YEAR 2020  
PREPARED APRIL 29, 2019**

**LAKE POWELL  
COMMUNITY DEVELOPMENT DISTRICT  
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**LAKE POWELL  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND BUDGET  
FISCAL YEAR 2020**

	Fiscal Year 2019				
	Adopted Budget FY 2019	Actual through 3/31/2019	Projected through 9/30/2019	Total Actual & Projected Revenues & Expenditures	Adopted Budget FY 2020
<b>REVENUES</b>					
Assessment levy - gross	\$ 561,975				\$ 550,754
Allowable discounts (4%)	(22,479)				(22,030)
Assessment levy - net	539,496	\$ 425,296	\$ 114,200	\$ 539,496	528,724
Interest and miscellaneous	1,000	1,713	-	1,713	1,000
Total revenues	540,496	427,009	114,200	541,209	529,724
<b>EXPENDITURES</b>					
<b>Professional &amp; admin</b>					
Supervisors	12,918	646	12,272	12,918	6,000
Management services	30,542	15,271	15,271	30,542	31,153
Accounting services	10,796	5,398	5,398	10,796	11,012
Assessment roll preparation	14,225	7,113	7,112	14,225	14,510
Audit	7,200	4,000	3,200	7,200	7,200
Legal	6,200	4,320	1,880	6,200	6,200
Engineering	18,000	1,102	16,898	18,000	12,000
Postage	1,775	242	1,533	1,775	1,775
Telephone	1,050	525	525	1,050	1,050
Website maintenance	750	-	750	750	750
ADA website compliance	-	139	-	139	200
Insurance	6,400	6,756	-	6,756	7,500
Printing and binding	1,500	750	750	1,500	1,500
Legal advertising	2,500	1,058	1,442	2,500	2,500
Other current charges	500	175	325	500	500
Office supplies	500	-	500	500	500
Special district annual fee	175	175	-	175	175
Trustee	7,431	-	7,431	7,431	7,431
Arbitrage rebate calculation	1,200	-	1,200	1,200	1,200
Dissemination agent	1,000	500	500	1,000	1,000
Total professional & admin	124,662	48,170	76,987	125,157	114,156
<b>Security</b>					
Security management services	165,314	61,850	103,464	165,314	170,273
Total security	165,314	61,850	103,464	165,314	170,273

**LAKE POWELL  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND BUDGET  
FISCAL YEAR 2020**

	Fiscal Year 2019				
	Adopted Budget FY 2019	Actual through 3/31/2019	Projected through 9/30/2019	Total Actual & Projected Revenues & Expenditures	Adopted Budget FY 2020
<b>EXPENDITURES (continued)</b>					
<b>Lake &amp; wetlands monitoring</b>					
Mitigation and monitoring					
Mitigation-prescribed burns/gyro	46,050	26,400	19,650	46,050	46,050
Ecologist	27,980	11,150	16,830	27,980	27,980
Total wetland & upland	74,030	37,550	36,480	74,030	74,030
<b>Roadway and landscape services</b>					
Bridge repairs and maintenance	25,000	-	25,000	25,000	25,000
Roadway repairs and maintenance	25,000	10,975	14,025	25,000	100,000
Landscape repairs	-	5,391	-	5,391	-
Landscape maint. Wild Heron Way-onsite	60,000	72,559	-	72,559	-
Mulch & seasonal color	20,000	79,380	-	79,380	-
Total roadway services	130,000	168,305	39,025	207,330	125,000
<b>Stormwater management</b>					
Operations	17,250	29	17,221	17,250	17,250
Stormwater system repairs	18,000	-	18,000	18,000	18,000
Total stormwater management	35,250	29	35,221	35,250	35,250

**LAKE POWELL  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND BUDGET  
FISCAL YEAR 2020**

	Fiscal Year 2019				Adopted Budget FY 2020
	Adopted Budget FY 2019	Actual through 3/31/2019	Projected through 9/30/2019	Total Actual & Projected Revenues & Expenditures	
<b>EXPENDITURES (continued)</b>					
<b>Other fees &amp; charges</b>					
Tax collector	11,240	8,506	2,734	11,240	11,015
Total other fees & charges	11,240	8,506	2,734	11,240	11,015
Total expenditures	540,496	324,410	293,911	618,321	529,724
Excess/(deficiency) of revenues over/(under) expenditures	-	102,599	(179,711)	(77,112)	-
Fund balance - beginning	1,319,438	1,556,926	1,659,525	1,556,926	1,479,814
Fund balance - ending					
Committed					
Disaster <sup>1</sup>	250,000	-	150,000	150,000	250,000
District bridge projects <sup>2</sup>	100,000	-	10,000	10,000	100,000
Road project 2022 <sup>3</sup>	300,000	-	125,000	125,000	300,000
Stormwater system upgrades <sup>4</sup>	200,000	-	250,000	250,000	200,000
Assigned					
3 Months Working Capital <sup>5</sup>	135,124	-	217,249	217,249	132,431
Unassigned	334,314	1,659,525	727,565	727,565	497,383
Fund balance- ending	<u>\$ 1,319,438</u>	<u>\$ 1,659,525</u>	<u>\$ 1,479,814</u>	<u>\$ 1,479,814</u>	<u>\$ 1,479,814</u>

<sup>1</sup>This item represents a portion of fund balance that is intended to cover the costs of a material disaster, which is defined as aggregate expenditures in excess of \$50,000 that are necessary to mitigate significant damage resulting from a hurricane, tornado, flood, sinkhole or chemical spill within the boundaries of the District.

<sup>2</sup>The District owns two bridges and anticipates future infrastructure repairs to maintain these assets.

<sup>3</sup>The Road Resurfacing project is projected to be started in FY2022 and completed either in full or in part. Budget number provided by the District Engineer for total replacement costs of all District Roads is \$440,645. This figure includes 3% inflation, 15% contingency and 10% for unknowns, curbs, base repairs etc.

<sup>4</sup>This item is partial/expected costs associated with upgrading and connecting remaining stormwater pumps as needed. The first of the remaining pumps to be brought online is located at hole #7 on the Golf Course, to be completed in FY2018. \$250,000 has been set aside for this project.

<sup>5</sup>This item represents fund balance that will be needed to cover expenditures from October through December. Note, assessments should be sufficient to replenish this component of fund balance as it will be needed for the same purpose in subsequent fiscal years.



**LAKE POWELL  
COMMUNITY DEVELOPMENT DISTRICT  
DEFINITIONS OF GENERAL FUND EXPENDITURES**

**Expenditures**

**Professional Services**

<i>Supervisors</i>	\$ 6,000
Statutorily set at \$200 (plus applicable taxes) for each meeting of the Board of Supervisors not to exceed \$4,800 for each fiscal year.	
<i>Management services</i>	31,153
<b>Wrathell, Hunt and Associates, LLC</b> specializes in managing community development districts in the State of Florida by combining the knowledge, skills and experience of a team of professionals to ensure compliance with all governmental requirements of the District, administer the issuance of tax exempt bond financing, and finally operate and maintain the assets of the community.	
<i>Accounting services</i>	11,012
Preparation of all financial work related to the governmental and enterprise funds of the District, which includes preparation of monthly financial reports and annual budgets.	
<i>Assessment roll preparation</i>	14,510
The District may collect its annual operating and debt service through direct billing to landowners and/or placement of assessments on the annual real estate tax bill from the county's tax collector. The District's contract for financial services with <b>Wrathell, Hunt and Associates, LLC</b> includes assessment roll preparation services. The District anticipates all assessments to be levied on the November county tax bill.	
<i>Audit</i>	7,200
The District is required by Florida State Statute to undertake an independent examination of its books, records and accounting procedures on an annual basis.	
<i>Legal</i>	6,200
Burke, Blue, Hutchison & Walters, P.A., provides on-going general counsel and legal representation. These lawyers are confronted with issues relating to public finance, public bidding, rulemaking, open meetings, public records, real property dedications, conveyance and contracts. In this capacity, they provide services as "local government lawyers," realizing that this type of local government is very limited in its scope - providing infrastructure and service to development.	
<i>Engineering</i>	12,000
McNeil Carroll Engineering provides a broad array of engineering, consulting and construction services to the District, which assist the District in crafting solutions with sustainability for the long term interests of the community - recognizing the needs of government, the environment and maintenance of District's facilities.	
<i>Postage</i>	1,775
Mailing of agenda packages, overnight deliveries, correspondence, etc.	
<i>Telephone</i>	1,050
Telephone and fax machine.	
<i>Website maintenance</i>	750
<i>ADA website compliance</i>	200
<i>Insurance</i>	7,500
The District carries public officials and general liability insurance policies. The limit of liability is set at \$1,000,000 for general liability (\$2,000,000 general aggregate) and \$1,000,000 for public officials liability limit.	
<i>Printing and binding</i>	1,500
Letterhead, envelopes, copies, etc.	
<i>Legal advertising</i>	2,500
The District advertises in the News Herald for monthly meetings, special meetings, public hearings, bidding, etc. Based on prior year's experience.	

**LAKE POWELL  
COMMUNITY DEVELOPMENT DISTRICT  
DEFINITIONS OF GENERAL FUND EXPENDITURES**

**Expenditures (continued)**

<i>Other current charges</i>	500
Bank charges and other miscellaneous expenses that incur during the year.	
<i>Office supplies</i>	500
Accounting and administrative supplies.	
<i>Special district annual fee</i>	175
Annual fee paid to the Department of Economic Opportunity.	
<i>Trustee</i>	7,431
Annual fee paid to US Bank for services provided as trustee, paying agent and registrar.	
<i>Arbitrage rebate calculation</i>	1,200
To ensure the District's compliance with all tax regulations, annual computations are necessary to calculate the arbitrage rebate liability.	
<i>Dissemination agent</i>	1,000
The District must annually disseminate financial information in order to comply with the requirements of Rule 15c2-12 under the Securities Exchange Act of 1934.	

**Security**

<i>Security management services</i>	170,273
The District entered into an agreement with the Wild Heron POA in March of 2016 to provide the management oversight of the District's interest in security services. The agreement includes the POA directly contracting with a security company to provide security officer, patrol officer and alarm response services in accordance with the post orders. The officer billing rate will increase 3% per year.	

**Lake & wetlands monitoring**

<i>Mitigation and monitoring</i>	
<i>Mitigation-prescribed burns/gyro</i>	46,050
A licensed and approved contractor will perform the prescribed burning and mechanical fuel reduction to the guidelines set forth by the Wild Heron ecologist. The contractor's goal will be to reduce fuel hazards within the conservation areas without impacting wetlands, endangered plants/trees, and safety for residents and structures.	
<i>Ecologist</i>	27,980
The District has retained the services of Cypress Environmental. The agreement was executed in April of 2016. The agreement can automatically renew with no price increase, an environmental consultant, to provide services as follows:	

Task	Frequency
WQ sampling	1
Prescribed burn facilitation	4
Monthly compliance inspection	12
Mitigation/AMP mtg w/DEP & USAC	1
Monthly meetings	4
Lake management	54

**LAKE POWELL  
COMMUNITY DEVELOPMENT DISTRICT  
DEFINITIONS OF GENERAL FUND EXPENDITURES**

**Expenditures (continued)**

**Roadway and landscape services**

*Roadway repairs and maintenance* 100,000

Operations and maintenance activities for District-owned roads. These expenditures include minor repairs and modifications, and future construction projects.

**Stormwater management**

*Operations* 17,250

This includes the following items relating to the District's stormwater pump stations.

Pump station maintenance & repairs	10,250
Stormwater inspections-McNeil/Carroll	2,000
Gulf Power Utility costs to power to pump stations	5,000

*Stormwater system repairs* 18,000

**Other fees & charges**

*Tax collector* 11,015

2% of the levied assessment.

**Total expenditures** \$ 529,724

**LAKE POWELL  
COMMUNITY DEVELOPMENT DISTRICT  
DEBT SERVICE FUND BUDGET - SERIES 2012 BONDS  
FISCAL YEAR 2020**

	Fiscal Year 2019				
	Adopted Budget FY 2019	Actual through 3/31/2019	Projected through 9/30/2019	Total Actual & Projected Revenues & Expenditures	Adopted Budget FY 2020
<b>REVENUES</b>					
Assessment levy - gross	\$ 448,736				\$ 448,736
Allowable discounts (4%)	(17,949)				(17,949)
Assessment levy - net	430,787	\$ 339,597	\$ 91,190	\$ 430,787	430,787
Total revenues	430,787	339,597	91,190	430,787	430,787
<b>EXPENDITURES</b>					
<b>Debt service</b>					
Principal	190,000	190,000	-	190,000	200,000
Interest	218,875	111,931	106,944	218,875	205,788
Principal prepayment	-	-	50,000	50,000	-
Total debt service	408,875	301,931	156,944	458,875	405,788
<b>Other fees &amp; charges</b>					
Tax collector	8,975	-	8,975	8,975	8,975
Total other fees & charges	8,975	-	8,975	8,975	8,975
Total expenditures	417,850	301,931	165,919	467,850	414,763
Excess/(deficiency) of revenues over/(under) expenditures	12,937	37,666	(74,729)	(37,063)	16,024
Fund balance:					
Net increase/(decrease) in fund balance	12,937	37,666	(74,729)	(37,063)	16,024
Beginning fund balance (unaudited)	591,647	561,693	599,359	561,693	524,630
Ending fund balance (projected)	\$604,584	\$ 599,359	\$ 524,630	\$ 524,630	540,654
Use of fund balance					
Debt service reserve account balance (required)					(210,269)
Principal and interest expense - November 1, 2020					(310,269)
Projected fund balance surplus/(deficit) - as of September 30, 2020					\$ 20,116

**Lake Powell**

Community Development District

Series 2012

\$5,160,000

**Debt Service Schedule**

<b>Date</b>	<b>Principal</b>	<b>Coupon</b>	<b>Interest</b>	<b>Total P+I</b>
11/01/2019	200,000.00	5.250%	105,518.75	305,518.75
05/01/2020	-	-	100,268.75	100,268.75
11/01/2020	210,000.00	5.250%	100,268.75	310,268.75
05/01/2021	-	-	94,756.25	94,756.25
11/01/2021	220,000.00	5.250%	94,756.25	314,756.25
05/01/2022	-	-	88,981.25	88,981.25
11/01/2022	230,000.00	5.250%	88,981.25	318,981.25
05/01/2023	-	-	82,943.75	82,943.75
11/01/2023	240,000.00	5.750%	82,943.75	322,943.75
05/01/2024	-	-	76,043.75	76,043.75
11/01/2024	255,000.00	5.750%	76,043.75	331,043.75
05/01/2025	-	-	68,712.50	68,712.50
11/01/2025	270,000.00	5.750%	68,712.50	338,712.50
05/01/2026	-	-	60,950.00	60,950.00
11/01/2026	285,000.00	5.750%	60,950.00	345,950.00
05/01/2027	-	-	52,756.25	52,756.25
11/01/2027	305,000.00	5.750%	52,756.25	357,756.25
05/01/2028	-	-	43,987.50	43,987.50
11/01/2028	320,000.00	5.750%	43,987.50	363,987.50
05/01/2029	-	-	34,787.50	34,787.50
11/01/2029	340,000.00	5.750%	34,787.50	374,787.50
05/01/2030	-	-	25,012.50	25,012.50
11/01/2030	360,000.00	5.750%	25,012.50	385,012.50
05/01/2031	-	-	14,662.50	14,662.50
11/01/2031	380,000.00	5.750%	14,662.50	394,662.50
05/01/2032	-	-	3,737.50	3,737.50
11/01/2032	130,000.00	5.750%	3,737.50	133,737.50
<b>Total</b>	<b>\$3,745,000.00</b>	<b>-</b>	<b>\$1,600,718.75</b>	<b>\$5,345,718.75</b>

**LAKE POWELL**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**PER UNIT ASSESSMENT SUMMARY AND COMPARISSON**  
**FISCAL YEAR 2019 ACTUAL AND FISCAL YEAR 2020 PROPOSED**

**BOND-PAYING UNITS**

		Assessments Per Unit			Revenue Per Fund		
		General	Debt Service	Total	General	Debt Service	Total
Units		Fund	Fund		Fund	Fund	
Resident							
Unit type: SF 120' Reduced							
FY 2020 (proposed)	73	\$ 908.24	\$ 1,069.62	\$ 1,977.86	\$ 66,301.52	\$ 78,082.26	\$ 144,383.78
FY 2019 (actual)	73	\$ 926.74	\$ 1,069.62	\$ 1,996.36	\$ 67,652.02	\$ 78,082.26	\$ 145,734.28
\$ Variance		\$ (18.50)	\$ -	\$ (18.50)	\$ (1,350.50)	\$ -	\$ (1,350.50)
% Variance		-2.0%	0.0%	-0.9%	-2.0%	0.0%	-0.9%
Unit type: SF 85' Full							
FY 2020 (proposed)	53	\$ 908.24	\$ 1,515.21	\$ 2,423.45	\$ 48,136.72	\$ 80,306.13	\$ 128,442.85
FY 2019 (actual)	53	\$ 926.74	\$ 1,515.21	\$ 2,441.95	\$ 49,117.22	\$ 80,306.13	\$ 129,423.35
\$ Variance		\$ (18.50)	\$ -	\$ (18.50)	\$ (980.50)	\$ -	\$ (980.50)
% Variance		-2.0%	0.0%	-0.8%	-2.0%	0.0%	-0.8%
Unit type: SF 85' Reduced							
FY 2020 (proposed)	106	\$ 908.24	\$ 757.61	\$ 1,665.85	\$ 96,273.44	\$ 80,306.66	\$ 176,580.10
FY 2019 (actual)	106	\$ 926.74	\$ 757.61	\$ 1,684.35	\$ 98,234.44	\$ 80,306.66	\$ 178,541.10
\$ Variance		\$ (18.50)	\$ -	\$ (18.50)	\$ (1,961.00)	\$ -	\$ (1,961.00)
% Variance		-2.0%	0.0%	-1.1%	-2.0%	0.0%	-1.1%
Unit type: SF 65' Reduced							
FY 2020 (proposed)	76	\$ 908.24	\$ 580.06	\$ 1,488.30	\$ 69,026.24	\$ 44,084.56	\$ 113,110.80
FY 2019 (actual)	76	\$ 926.74	\$ 580.06	\$ 1,506.80	\$ 70,432.24	\$ 44,084.56	\$ 114,516.80
\$ Variance		\$ (18.50)	\$ -	\$ (18.50)	\$ (1,406.00)	\$ -	\$ (1,406.00)
% Variance		-2.0%	0.0%	-1.2%	-2.0%	0.0%	-1.2%
Unit type: SF 55' Full							
FY 2020 (proposed)	37	\$ 908.24	\$ 891.20	\$ 1,799.44	\$ 33,604.88	\$ 32,974.40	\$ 66,579.28
FY 2019 (actual)	37	\$ 926.74	\$ 891.20	\$ 1,817.94	\$ 34,289.38	\$ 32,974.40	\$ 67,263.78
\$ Variance		\$ (18.50)	\$ -	\$ (18.50)	\$ (684.50)	\$ -	\$ (684.50)
% Variance		-2.0%	0.0%	-1.0%	-2.0%	0.0%	-1.0%
Unit type: SF 45' Full							
FY 2020 (proposed)	31	\$ 908.24	\$ 891.20	\$ 1,799.44	\$ 28,155.44	\$ 27,627.20	\$ 55,782.64
FY 2019 (actual)	31	\$ 926.74	\$ 891.20	\$ 1,817.94	\$ 28,728.94	\$ 27,627.20	\$ 56,356.14
\$ Variance		\$ (18.50)	\$ -	\$ (18.50)	\$ (573.50)	\$ -	\$ (573.50)
% Variance		-2.0%	0.0%	-1.0%	-2.0%	0.0%	-1.0%
Unit type: SF 45' Reduced							
FY 2020 (proposed)	50	\$ 908.24	\$ 445.60	\$ 1,353.84	\$ 45,412.00	\$ 22,280.00	\$ 67,692.00
FY 2019 (actual)	50	\$ 926.74	\$ 445.60	\$ 1,372.34	\$ 46,337.00	\$ 22,280.00	\$ 68,617.00
\$ Variance		\$ (18.50)	\$ -	\$ (18.50)	\$ (925.00)	\$ -	\$ (925.00)
% Variance		-2.0%	0.0%	-1.3%	-2.0%	0.0%	-1.3%
Unit type: Condo Full							
FY 2020 (proposed)	76	\$ 908.24	\$ 712.79	\$ 1,621.03	\$ 69,026.24	\$ 54,172.04	\$ 123,198.28
FY 2019 (actual)	76	\$ 926.74	\$ 712.79	\$ 1,639.53	\$ 70,432.24	\$ 54,172.04	\$ 124,604.28
\$ Variance		\$ (18.50)	\$ -	\$ (18.50)	\$ (1,406.00)	\$ -	\$ (1,406.00)
% Variance		-2.0%	0.0%	-1.1%	-2.0%	0.0%	-1.1%
Unit type: Condo Reduced							
FY 2020 (proposed)	81	\$ 908.24	\$ 356.82	\$ 1,265.06	\$ 73,567.44	\$ 28,902.42	\$ 102,469.86
FY 2019 (actual)	81	\$ 926.74	\$ 356.82	\$ 1,283.56	\$ 75,065.94	\$ 28,902.42	\$ 103,968.36
\$ Variance		\$ (18.50)	\$ -	\$ (18.50)	\$ (1,498.50)	\$ -	\$ (1,498.50)
% Variance		-2.0%	0.0%	-1.4%	-2.0%	0.0%	-1.4%
Golf							
FY 2020 (proposed)	-	\$ 6,720.98	\$ 8,914.59	\$ 15,635.57	\$ -	\$ -	\$ -
FY 2019 (actual)	-	\$ 6,857.88	\$ 8,914.59	\$ 15,772.47	\$ -	\$ -	\$ -
\$ Variance		\$ (136.90)	\$ -	\$ (136.90)	\$ -	\$ -	\$ -
% Variance		-2.0%	0.0%	-0.9%	n/a	n/a	n/a

**Note: Unit counts are based on the FY 2019 Budget and will be updated after June 1, 2019 when new information is available from**

**LAKE POWELL  
COMMUNITY DEVELOPMENT DISTRICT  
PER UNIT ASSESSMENT SUMMARY AND COMPARISSON  
FISCAL YEAR 2019 ACTUAL AND FISCAL YEAR 2020 PROPOSED**

**PRE-PAID UNITS**

	Units	Assessments Per Unit			Revenue Per Fund		
		General Fund	Debt Service Fund	Total	General Fund	Debt Service Fund	Total
Resident							
FY 2020 (proposed)	16	\$ 908.24	\$ -	\$ 908.24	\$ 14,531.84	\$ -	\$ 14,531.84
FY 2019 (actual)	16	\$ 926.74	\$ -	\$ 926.74	\$ 14,827.84	\$ -	\$ 14,827.84
\$ Variance		\$ (18.50)	\$ -	\$ (18.50)	\$ (296.00)	\$ -	\$ (296.00)
% Variance		-2.0%	n/a	-2.0%	-2.0%	n/a	-2.0%
Golf							
FY 2020 (proposed)	1	\$ 6,720.98	\$ -	\$ 6,720.98	\$ 6,720.98	\$ -	\$ 6,720.98
FY 2019 (actual)	1	\$ 6,857.88	\$ -	\$ 6,857.88	\$ 6,857.88	\$ -	\$ 6,857.88
\$ Variance		\$ (136.90)	\$ -	\$ (136.90)	\$ (136.90)	\$ -	\$ (136.90)
% Variance		-2.0%	n/a	-2.0%	-2.0%	n/a	-2.0%

**Note: Unit counts are based on the FY 2019 Budget and will be updated after June 1, 2019 when new information is available from**

**TOTAL REVENUE PER FUND  
ALL UNIT TYPES**

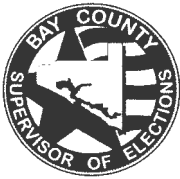
	Revenue Per Fund		
	General Fund	Debt Service Fund	Total
FY 2020 (proposed)	\$ 550,757	\$ 448,736	\$ 999,492
FY 2019 (actual)	\$ 561,975	\$ 448,736	\$ 1,010,711
\$ Variance	\$ (11,218)	\$ -	\$ (11,219)
% Variance	-2.0%	0.0%	-1.1%

**LAKE POWELL  
COMMUNITY DEVELOPMENT DISTRICT  
EXHIBIT II  
MAPS DEPICITING CDD ASSET INVENTORY  
FISCAL YEAR 2020**



**LAKE POWELL  
RESIDENTIAL GOLF  
COMMUNITY DEVELOPMENT DISTRICT**

**6Di**



Phone: 850-784-6100  
Fax: 850-784-6141  
Cell: 850-819-6933

**Supervisor of Elections  
Mark Andersen  
Bay County**

830 W. 11<sup>th</sup> Street  
Panama City, FL 32401



baysuper@bayvotes.org  
www.bayvotes.org

April 18, 2019

Lake Powell Residential Golf Community Development District  
Att: Daphne Gillyard  
Via Email: [gillyardd@whhassociates.com](mailto:gillyardd@whhassociates.com)

Dear Daphne Gillyard:

As of April 15, 2019 the number of registered voters within the Lake Powell Residential Golf Community Development District is 375.

If you have any questions or concerns, please contact my office.

Respectfully,

A handwritten signature in black ink, appearing to read "Mark Andersen", followed by a large, stylized circular flourish.

Mark Andersen  
Supervisor of Elections, Bay County

**LAKE POWELL**  
**RESIDENTIAL GOLF**  
**COMMUNITY DEVELOPMENT DISTRICT**

**6Dii**

**LAKE POWELL RESIDENTIAL GOLF COMMUNITY DEVELOPMENT DISTRICT  
NOTICE OF MEETINGS FOR REMAINDER OF FISCAL YEAR 2019**

The Board of Supervisors ("Board") of the Lake Powell Residential Golf Community Development District ("District") will hold meetings for the remainder of Fiscal Year 2019 at 6:00 p.m., Central Time at the Boat House, 1110 Prospect Promenade, Panama City Beach, Florida 32413, on the following dates

May 6, 2019

September 4, 2019

The purpose of these meetings is for the Board to consider any business which may properly come before it. The meetings are open to the public and will be conducted in accordance with the provision of Florida Law for Community Development Districts. The meetings may be continued to a date, time, and place to be specified on the record at the meeting. A copy of the agenda for these meetings may be obtained from Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 or by calling (561) 571-0010.

There may be occasions when one or more Supervisors or staff will participate by telephone. Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (561) 571-0010 at least 48 hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Office.

A person who decides to appeal any decision made at the meeting with respect to any matter considered at the meeting is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

**District Manager**

**Lake Powell Residential Golf Community Development District**

**LAKE POWELL**  
**RESIDENTIAL GOLF**  
**COMMUNITY DEVELOPMENT DISTRICT**

**7**

## **OPEN ITEMS**

- A.      Transfer of Deeds to City of Panama City Beach and Execution of Asset Transfer
- B.      Construction of Meeting Hall