

**LAKE POWELL
RESIDENTIAL GOLF
COMMUNITY DEVELOPMENT
DISTRICT**

May 2, 2022

**BOARD OF SUPERVISORS
REGULAR MEETING
AGENDA**

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 25, 2022

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:

The Board of Supervisors of the Lake Powell Residential Golf Community Development District will hold a Regular Meeting on May 2, 2022, at 3:00 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. Public Comment
3. District Counsel – Discussion/Consideration/Update
 - A. Updated Landscape Agreement Regarding Tree Removal
 - B. Potential Land Swap with St. Joe
 - C. Lease Agreement with POA
 - I. Consideration of Drop Down Proposals
 - II. Consideration of Lease Agreement
 - D. Agreement with POA and CDD for Stormwater Drainage Facilities Oversight
 - E. Wild Heron POA Non-Ad Valorem Assessment Forgiveness Re: Property Purchased (Deferred to June Meeting)
 - F. Other
4. District Engineer – Discussion/Consideration/Update
 - A. Driveway Culverts on Sweet Bay Trail and Marsh Rabbit Run and Drainage Repair Options
 - I. 1511 Sweet Bay Trail (Andy Phillips)
 - II. Other Locations as Applicable
 - B. Other

5. District Ecologist – Discussion/Consideration/Update
 - A. Meter Installation Status with Gulf Power
 - B. Environmental Permit Review of Manageable/Unmanageable Areas
 - C. Other
6. Continued Discussion: Engagement of Firm for Debris Removal Monitoring and Filing FEMA Requests for Reimbursements
7. Acceptance of Unaudited Financial Statements as of March 31, 2022
8. Approval of April 4, 2022 Regular Meeting Minutes
9. Staff Reports
 - A. Ecologist/Operations: *Cypress Environmental of Bay County, LLC*
 - B. District Counsel: *Burke Blue*
 - C. District Engineer: *McNeil Carroll Engineering, Inc.*
 - D. District Manager: *Wrathell, Hunt and Associates, LLC*

- NEXT MEETING DATE: June 6, 2022 at 3:00 P.M. (Central Time)

- QUORUM CHECK

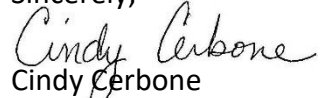
David Holt	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
David Dean	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
Thomas Balduf	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
Jerry Robinson	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
Frank Self	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO

10. Board Member Comments
 - Conservation Area Signs
11. Public Comment
12. Action Item Recap

13. Adjournment

Should you have any questions or concerns, please do not hesitate to contact me directly at (561) 346-5294 or Jamie Sanchez (561) 512-9027.

Sincerely,


Cindy Cerbone
District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

**CALL-IN NUMBER: 1-888-354-0094
PARTICIPANT PASSCODE: 801-901-3513**

**LAKE POWELL
RESIDENTIAL GOLF
COMMUNITY DEVELOPMENT DISTRICT**

3A

MAINTENANCE AGREEMENT

This Agreement is made and entered into this ____ day of_ , ~~2018~~2022 ("the Effective Date"), by and between:

LAKE POWELL RESIDENTIAL GOLF COMMUNITY DEVELOPMENT

DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, being situated in Bay County, Florida, whose mailing address is c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, #410W, Boca Raton, Florida 33431(the "District"); and

WILD HERON PROPERTY OWNERS ASSOCIATION, INC., a Florida non-profit corporation, whose mailing address is 1110 Prospect Promenade, Wild Heron Association Office, Panama City Beach, FL 32413 (the "Association").

RECITALS

WHEREAS, the District is a local unit of special-purpose government organized and existing in accordance with the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended;

WHEREAS, the Association is a Florida not for profit corporation organized pursuant to Chapter 720, Florida Statutes, which also operates within the boundaries of the District;

WHEREAS, the District, pursuant to the responsibilities and authorities vested in it by Chapter 190, Florida Statutes, desires to proceed with the discharge of its duties, including but not limited to its administrative and legal functions and the preparation of certain plans and specifications for, and the acquisition, construction, and maintenance of, among other things utility improvements, storm water management improvements, and landscaping ("Improvements" as further defined herein below) to the Association;

WHEREAS, The Association, on behalf of and for the benefit of its members, has agreed to undertake, pursuant to the terms of the Agreement, maintenance services and responsibilities of the District as provided herein and attached hereto;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and for Ten and no/100ths (\$10.00) Dollars and other good and valuable consideration, receipt of which is hereby acknowledged, and subject to the terms and conditions hereof, the District and the Association agree as follows:

1.0 Recitals

The above recitals are deemed true and correct to the best of the knowledge of the parties and are incorporated into this Agreement.

2.0 Description of Improvements

The Improvements that are the subject of this Agreement are more fully described in the attached Exhibit "A", which exhibit is incorporated by reference.

3.0 Performance

The District and the Association hereby agree, as follows:

(A) the Association shall provide, and be solely responsible for all costs and liabilities that are associated with or arise out of, the maintenance services and materials as set forth in the attached Exhibit "B" (the "Maintenance Services"), which exhibit is incorporated in its entirety and made a part hereof by reference, for the Improvements; and

(B) the Maintenance Services shall be provided by the Association in a competent and professional manner using qualified and experienced employees or contractors with such frequency as is necessary and reasonable in the industry and under the circumstances in order to ensure that the Improvements are properly maintained and continue to function with their intended purpose. In addition, since each of the Improvements may require different types of maintenance and materials, the maintenance intervals and the time periods within which maintenance tasks must be performed and the materials to be used by the Association shall be flexible and adjusted periodically depending on the condition of each of the Improvements and particular maintenance needs; and

(C) the Maintenance Services shall be provided by the Association in strict compliance with all governmental entities and agencies permits, requirements, rules, acts, statutes, ordinances, orders, regulations, and restrictions, including but not limited to the following entities, if applicable: (a) the District; (b) Northwest Florida Water Management District; (c) Florida Department of Environmental Protection; and (d) Bay County, Florida.

(D) the Maintenance Services shall be provided by the Association without interfering in any way with or encumbering the use, access, ingress, egress, easement, right-of-way, dedication, ownership or other right or interest of the District in the Improvement or in the real property where each Improvement is located; and

(E) the Association shall timely pay all invoices, or other manner of billing, for all persons or entities with whom the Association may have contracted or arranged to provide services or materials in fulfillment of its obligations under this Agreement, including the District as provided for in sections 5.0 and 6.0 herein. The District shall not be required to pay the Association for the provision of maintenance services provided pursuant to the terms of this Agreement. The Association shall privately assess properties within the District for the cost of the maintenance services provided and the private assessments shall take the place of public maintenance assessments that could otherwise be levied by the District.

4.0 The Association's Responsibility for Acts of Force Majeure

The District and the Association agree that the Maintenance Services herein assumed by the Association shall not include, by way of example but not limitation, the repair or replacement of the Improvements that are damaged as a result of an act of God, such as a hurricane, tornado, windstorm, freeze damage, fire, excessive drought, or flooding; provided, however, that if damage from an act of God could have been prevented by proper and routine maintenance, then this section 4.0 shall not apply.

5.0 Emergency Intervention by the District

In the event of an emergency, as determined by the District in its reasonable sole discretion, and regardless of any language in this Agreement to the contrary or any language in any contract or arrangement that the Association may have with third parties concerning the Maintenance Services for the Improvements, the District reserves the unilateral and exclusive right to implement or initiate, without advance notice, the following:

(A) the provision of maintenance services or materials for any one or more of the Improvements; and

(B) the removal, modification, relocation, or replacement, as the case may be and, in the District's sole discretion, of one or more of the Improvements.

Further, in such event, the Association agrees that upon the District's commencement of a maintenance program or provision of maintenance services or materials for any one of the Improvements pursuant to this section, the District shall issue to the Association a written invoice for the costs incurred pursuant to this section, and the Association shall pay said invoice in full within thirty (30) calendar days following receipt of the invoice. A failure to timely pay the invoice in full shall be deemed a material breach of this Agreement.

6.0 Remedies, Default, and Specific Performance

The District may elect any of one or more of the following remedies, as well as any other remedies available in law or equity, if the Association should default in carrying out the terms and conditions of this Agreement, namely:

(A) Default by Association. If the Association should fail, refuse, or neglect to furnish or perform any one or more of the required Maintenance Services within thirty (30) days from the date of receipt of a written notice of default or material breach from the District with an opportunity to cure, then in that event the District, at its sole discretion and without further notice, may elect to (i) initiate a maintenance program or provide such maintenance services and materials and thereby assume full maintenance responsibility as to some or all of the Improvements, or (ii) remove, modify, relocate, or replace, as the case may be and in the District's sole discretion, one or more of the Improvements.

(B) Discontinuation and Reimbursement by Association. At such time as the District

should commence a maintenance program or provide maintenance services or supplies for one or more of the Improvements under this section, and upon receipt of written notice from the District, the Association shall promptly discontinue the provision of Maintenance Services as to same until such time as is otherwise agreed to in writing by and between the parties hereto, and regardless of any contracts or arrangements with third parties into which the Association may have entered to perform Maintenance Services.

Further, in such event, the Association agrees that upon the District's commencement of a maintenance program or provision of maintenance services or materials for any one or all of the Improvements, the District shall issue to the Association a written invoice setting forth the estimated amount of money the District reasonably calculates it will need to have on hand, for the remainder of the District's fiscal year, in order to implement and carry out its maintenance program or provision of maintenance services or materials. The Association shall pay said invoice in full within thirty (30) calendar days following receipt of the invoice. A failure to timely pay the invoice in full shall be deemed a material breach of this Agreement.

(C) Other Remedies and Opportunity to Cure. At the sole discretion of the District, a breach or material default by the Association under the Agreement, including a failure to timely pay an invoice, shall entitle the District to all remedies available in law or equity or in an administrative tribunal, which shall include but not be limited to the right of damages, injunctive relief and specific performance. In the event of the Association's default under this Agreement, the parties agree and stipulate as to the irreparable harm of such default and as to the absence of adequate remedies at law; therefore, the District shall have, in addition to such rights and remedies as provided by general application of law, the right to obtain specific performance of, and injunctive relief concerning, the Association's obligations hereunder.

7.0 Indemnification

The Association does hereby indemnify and hold the District, its staff and reports, harmless of and from any and all loss or liability that the District may sustain or incur by reason of the Association's assumption of the Maintenance Services for the Improvements, including any that may result from or arise out of the Association's misfeasance, malfeasance, non-feasance, negligence or failure to carry out its obligations under this Agreement, with said indemnification and hold harmless to include but not be limited to: (A) direct costs and damages, (B) indirect or consequential costs and damages (provided there is a proximate cause relationship) and (C) any and all injuries or damages sustained by persons or damage to property, including such reasonable attorney's fees and costs (including appellate, arbitration, or mediation) that may be incurred by the District that relate thereto. Provided, however, it is understood that this section does not (i) indemnify the District for the Association's misfeasance, malfeasance, non-feasance, negligence or failure to carry out the terms and conditions of this Agreement if same is caused by, or at, that direction of the District or (ii) authorize the Association to select or provide legal counsel on behalf of the District.

8.0 Insurance

The Association shall be required, on or before the date of the execution of this Agreement

and without any interruption or lapse thereafter, to provide to the District a Certificate of Insurance reflecting insurance coverage for the Association in such amounts and in accordance with the requirements set forth on the attached Exhibit "C", which exhibit is incorporated by reference. Further, said Certificate of Insurance shall on its face reflect the following, including but not limited to:

(A) “the District, it’s staff and reports” as an additional insured to the extent of limits of liability set forth in the attached Exhibit "C"; and

(B) the District as the certificate holder of the Certificate of Insurance; and

(C) a statement that the insurance coverage represented by the Certificate of Insurance shall not be terminated, canceled or reduced unless thirty (30) days prior written notice of such termination, cancellation or reduction (or ten (10) days if terminated or canceled for nonpayment) is mailed by first class U.S. Mail to the District.

9.0 Term of Agreement

This Agreement shall take effect as of the Effective Date first written above. Unless terminated as otherwise permitted in this Agreement, the term of this agreement shall expire on midnight of December 31st of the year that is five (5) years following the year of the Effective Date first written above. This Agreement shall automatically renew for additional five (5) years, commencing at 12:01 a.m. on January 1st of the following year, unless the Association provides written notice before 5:00 p.m. on April 1st of the year in which the then-current term will expire that the Association intends not to renew for an additional term.

In addition to the rights and methods of termination established pursuant to any other provision of this Agreement, the District may terminate this Agreement at any time for any reason in its sole discretion by providing at least 90 days written notice to the Association of its intent to terminate this Agreement pursuant to this provision.

10.0 Miscellaneous Provisions

(A) **Time of the Essence:** Time is of the essence with respect to this Agreement.

(B) **Notices:** All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing (including facsimile) and shall be (as elected by the person giving such notice) hand delivered by prepaid express overnight courier or messenger service, telecommunicated, or mailed (airmail if international) by registered or certified (postage prepaid), return receipt requested, to the following addresses:

**AS TO THE
DISTRICT:**

Lake Powell Residential Golf Community Development District
Wrathell, Hunt and Associates, LLC,
2300 Glades Road, #410W
Boca Raton, Florida 33431
Attention: District Manager

**AS TO THE
ASSOCIATION:**

Wild Heron Property Owners Association, Inc.
1110 Prospect Promenade
Wild Heron Association Office
Panama City Beach, FL 32413
Attention: President

(C) **Entire Agreement:** The parties agree that this instrument embodies the complete understanding of the parties with respect to the subject matter of this Agreement and supersedes all other agreements, verbal or otherwise. This Agreement contains the entire understanding between District and Developer and each agrees that no representation was made by or on behalf of the other that is not contained in this Agreement and that in entering into this Agreement neither party relied upon any representation not herein contained.

(D) **Amendment and Waiver:** This Agreement may be amended only by a written instrument signed by both parties. If any party fails to enforce their respective rights under this Agreement or fails to insist upon the performance of the other party's obligations hereunder, such failure shall not be construed as a permanent waiver of any rights as stated in this Agreement.

(E) **Severability:** The parties agree that if any part, term, or provision of this Agreement is held to be illegal or in conflict with any law of the State of Florida or with any federal law or regulation, such provision shall be severable, with all other provisions remaining valid and enforceable.

(F) **Controlling Law:** This Agreement shall be construed under the laws of the State of Florida.

(G) **Authority:** The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this Agreement.

(H) **Costs and Fees:** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all costs incurred, including reasonable attorney's fees and costs for trial, alternate dispute resolution, or appellate proceedings.

(I) **Successors and Assignment:** The rights and obligations created by this Agreement shall be binding upon and inure to the benefit of Developer and District, their heirs, executors, receivers, trustees, successors and assigns. This Agreement may not be assigned without the written consent of all parties, and such written consent shall not be unreasonably withheld.

(J) **No Third-Party Beneficiaries:** This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed

or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

(K) **Length Transaction:** This Agreement has been negotiated fully between the parties in an arm's length transaction. The parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

(L) **Execution of Documents:** Each party covenants and agrees that it will at any time and from time to time do such acts and execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such documents reasonably requested by the parties necessary to carry out fully and effectuate the transaction or performance herein contemplated.

(M) **Construction of Terms:** Whenever used, the singular number shall include the plural, the plural the singular; and the use of any gender shall include all genders, as the context requires; and the disjunctive shall be construed as the conjunctive, the conjunctive as the disjunctive, as the context requires.

(N) **Captions:** The captions for each section of this Agreement are for convenience and reference only and in no way define, describe, extend, or limit the scope of intent of this Agreement, or the intent of any provision hereof.

(O) **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be and be taken to be an original, and all collectively deemed one instrument.

11.0. Public Records:

(A) Association shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:

1. Keep and maintain public records required by the District to perform the services or work set forth in this Agreement; and
2. with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Association

does not transfer the records to the District; and

4. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the Association or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If the Association transfers all public records to the District upon completion of the Agreement, the Association shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Association keeps and maintains public records upon completion of the Agreement, the Association shall meet all applicable requirements for retaining public records. All records stored electronically must be records, in a format that is compatible with the information technology systems of the District.

(B) Association acknowledges that any requests to inspect or copy public records relating to this Agreement must be made directly to the District pursuant to Section 119.0701(3), Florida Statutes. If notified by the District of a public records request for records not in the possession of the District but in possession of the Association, the Association shall provide such records to the District or allow the records to be inspected or copied within a reasonable time. Association acknowledges that should Association fail to provide the public records to the District within a reasonable time, Association may be subject to penalties pursuant to Section 119.10, Florida Statutes.

(C) IF THE ASSOCIATION HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ASSOCIATION TO THIS AGREEMENT/CONTRACT, THE ASSOCIATION MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE DISTRICT AT:

**WRATHELL, HUNT AND ASSOCIATES, LLC
2300 GLADES ROAD, #410W,
BOCA RATON, FLORIDA 33431
[EMAIL: WRATHELLC@WHHASSOCIATES.COM](mailto:WRATHELLC@WHHASSOCIATES.COM)
561-571-0010**

IN WITNESS WHEREOF, the parties hereto execute this Agreement and further agree that it shall take effect as of the Effective Date first above written.

ATTEST:

**LAKE POWELL RESIDENTIAL GOLF
COMMUNITY DEVELOPMENT DISTRICT**

Assistant Secretary

Chair of the Board of Supervisors

This ____ day of _____, ~~2018~~2022

STATE OF FLORIDA
COUNTY OF _____ }

The foregoing instrument was acknowledged before me this ____ day of _____, ~~2018~~2022, by _____, as Chair of the Board of Supervisors for **LAKE POWELL RESIDENTIAL GOLF COMMUNITY DEVELOPMENT DISTRICT**, who is personally known and/or produced _____ as identification who being duly sworn, deposes and says that the aforementioned is true and correct to the best of his or her knowledge.

Notary Public
My commission expires:

The foregoing instrument was acknowledged before me this ____ day of _____, ~~2018~~2022, by _____, as Assistant Secretary for **LAKE POWELL RESIDENTIAL GOLF COMMUNITY DEVELOPMENT DISTRICT**, who is personally known and/or produced _____ as identification who being duly sworn, deposes and says that the aforementioned is true and correct to the best of his or her knowledge.

Notary Public
My commission expires:

**WILD HERON PROPERTY OWNERS
ASSOCIATION, INC.**

By: _____
Name: _____
Title: _____
Address: _____

This ____ day of _____, 20182022

STATE OF FLORIDA
COUNTY OF _____ }

The foregoing instrument was acknowledged before me this ____ day of _____, 20182022, by _____, as _____ for **WILD HERON PROPERTY OWNERS ASSOCIATION, INC.**, who is personally known and/or produced _____ as identification who being duly sworn, deposes and says that the aforementioned is true and correct to the best of his or her knowledge.

Notary Public
My commission expires:

EXHIBIT A
TO MAINTENANCE AGREEMENT

Description of Improvements

All Neighborhood Infrastructure Improvements described in Lake Powell Residential Golf Community District Improvement Plan prepared by McNeil Carroll Engineering, Inc., dated _____ of _____, ~~2018~~2022, and supplemented from time to time, including, but not limited to, ponds and stormwater management located adjacent to and under neighborhood roadways; and all Landscaping, mulching, annual flower rotations, irrigation, fertilization, pest control, tree and shrub pruning for all District owned roadways, perimeter berms, wet and dry pond areas, roundabout, community entry features, monuments or other District owned improvements related to landscaping.

EXHIBIT B
TO MAINTENANCE AGREEMENT

Description of Maintenance Services

1. Storm water management maintenance activities include, but are not limited to, aquatic weed control within the lakes, removal of debris and trash from the lakes and lake banks, periodic cleaning of drainage pipes, culverts and French drains, maintenance and replacing landscaping within storm water management areas, including mowing, weed control, and regular application of herbicides, tree trimming, shrub trimming, and maintenance of irrigation systems.

2. Landscape maintenance activities include, but are not limited to, maintenance of landscaping located in rights-of-way, perimeter berms, lake areas and community entrances, and irrigation systems and facilities. Activities include, but are not limited to, mowing, edging, application of mulch, removal of weeds, fertilization, annual color rotations, watering, pruning of trees, and shrubs, controlling insects and disease, and maintaining/repairing and replacing irrigation pumps, lines, valves, and heads as needed. Pump maintenance, repairs and replacement is the responsibility of St. Joe

EXHIBIT C
TO MAINTENANCE AGREEMENT

Schedule of Insurance Coverage(s)

Commercial General Liability \$1,000,000 General Aggregate
\$1,000,000 Products & Completed Operations
\$1,000,000 Personal & Advertising Injury
\$1,000,000 Occurrence
\$ 100,000 Fire Damage
\$ 5,000 Medical Payments
\$1,000,000 Hired & Non-Owned Auto Workers Compensation

Employers Liability \$500,00 Bodily Injury Each Accident
\$500,000 Disease Policy Limit
\$500,000 Disease Each Accident

Association shall name the District, its staff and reports as additional insureds under any and all policies of insurance applicable in any way, in whole or in part, to any of the maintenance activities arising under this Agreement.

**LAKE POWELL
RESIDENTIAL GOLF
COMMUNITY DEVELOPMENT DISTRICT**

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LIMITED WARRANTY

TUCSON ROLLING SHUTTERS, INC. (TRS, Inc.) warranties to the original purchaser of Tucson Rolling Shutters™, Tucson Solution and Solution Xtreme Screens, Tucson Solar Screens™, Tucson SunFix Screens®, or Tucson Interiors™; that TRS, Inc. will replace any unsatisfactory workmanship or defective materials used in the manufacture thereof, for a period of **FIVE (5) years** from the date of purchase of the Product by the purchaser. In order to determine the effective duration of the warranty coverage, the Purchaser should retain an invoice, order form, canceled check, or other means of proof of date of purchase. This warranty covers paint, parts and components produced by TRS, Inc.

Tucson Signature Series Motors and Electronics carry a Lifetime warranty to be free of defects in material and operation under normal and proper use. Somfy Systems warrants its motors and controls to be free from defects in material and workmanship under normal and proper use for a period of **FIVE (5) years** starting from the date stamped on the motor.

Mermet guarantees that for a period of **TEN (10) years** Natte 4500 and 4505 fabrics from the date of purchase the screen will not rot, mildew, variations of dimensional stability, and color. This warranty in no way covers any damage caused by wind, fire, vandalism, negligence or acts of God.

This Warranty does not apply to any product or part that is determined to be defective due to freight handling, accident, alteration, negligence, misuse, improper installation, operation or maintenance by the purchaser or the end-user of the product. TRS, Inc. or its authorized representative reserves the right to inspect the product alleged to be defective to determine whether or not said defects shall be covered by this warranty.

Returns

No returns will be accepted without prior written authorization by TRS, Inc. All products being returned must have a Return Authorization Label on them. You must also describe why you are returning the product to us in writing. If returning a motor, please apply the label on to the motor. All Somfy motors and controls will be sent back to Somfy to determine if the product falls under warranty. If Somfy determines that it does not fall under warranty due to misuse or incorrect installation the original purchaser will be billed for the part (s).

This Warranty covers only the replacement of defective parts of the product. The Purchaser must pay all freight cost for the replacement part (s) necessary to repair a defective product. Return shipment of product or parts to TRS, Inc. is to be freight pre-paid by purchaser. TRS, Inc. shall not be responsible for any costs for labor to disassemble any product for return shipment or for reinstallation of any replacement product or parts delivered pursuant to this warranty.

Liability

This warranty is exclusive, and issued in lieu of all other warranties, whether written, oral, or implied; including any warranty or merchantability or fitness for a particular purpose. If an implied warranty of merchantability or fitness for a particular purpose is never the less found to exist, such warranty shall be limited in duration to this written warranty. TRS, Inc. shall in no event be liable to the purchaser, or any third party, for incidental or consequential, damages caused by defects in product in breach of this warranty or any implied warranties.

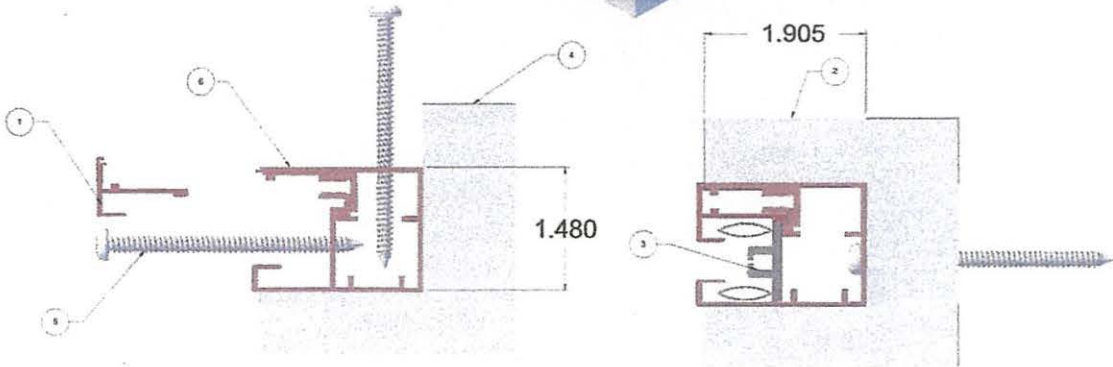
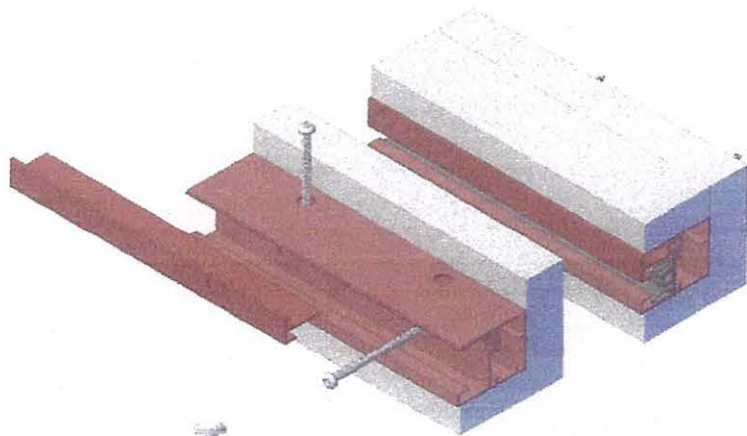
This warranty constitutes the entire warranty agreement between TRS, Inc. and the purchaser. No dealer, salesman, manufacturer's representative, or other party is authorized to bind TRS, Inc. to any waiver, modification, change, or amendment to the terms of this warranty. All disputes arising from this warranty are to be governed by the laws of the State of Arizona and any action to enforce this warranty must be initiated in the state of Arizona.

This warranty extends to the original purchaser from TRS, Inc. only. If the purchaser resells any product, they shall not state, imply, or indicate in any manner to such buyer, that TRS, Inc. provides any warranty, of any type, other than that which has been described herein.

Company Name: _____
Owners Signature: _____ Date: _____
Owners Print: _____



REVISION				
ZONE	REV	DESCRIPTION	DATE	APPROVED



Item Number	Quantity	Part Number	Part Name	Revision	Comment
1	2		solution rail recessed cover 1-25-1		
2	1		Solution Flat Built-In BLOCK 2		
3	1		Solution Screen Gasket		
4	2		Solution Flat Built-In BLOCK		
5	2	94155A149	94155A149		
6	2		solution rail recessed base 1-25-1		

DESIGN	JLH	DATE	11-12-15	SOLUTION RAIL BUILT-IN ASSEMBLY	
DRAWN					
QA					
WFO		REV	C	FROM	TO
APPROVED		SCALE	1:1	SHEET	1 OF 1

The Blind Guy of 30A

13800 Panama City Beach Parkway 106D
#325
Panama City Beach, FL 324087

Estimate

Date	Estimate #
3/18/2022	10 POA

Name / Address
Bay Walton Builder

Project

Description	Qty	Rate	Total
Clear Vinyl Zipper Track	6	4,318.00	25,908.00
Clear Vinyl Zipper Track	2	4,662.00	9,324.00
Discount For Volume		-3,522.00	-3,522.00
Taxes Tuscan	1	1,902.00	1,902.00
Total installed price			\$33,612.00

From: [jrobins2](#)
To: [Jamie Sanchez](#)
Subject: Re: Lake Powell Drop-Downs
Date: Wednesday, April 6, 2022 3:06:55 PM
Attachments: [image001.png](#)
[image001.png](#)

Jamie:

At our 4/4/22 LPCDD meeting a question was brought up concerning a manual override for the boathouse Drop Downs. I followed up with the vendor and he indicated that a manual override is available and can be configured on as many panels as we require for \$395.00 per panel. Since this would be an emergency access situation, I would suggest we install this option on only one (1) panel. Please share this information with the Supervisors.
Than you!

Jerry Robinson
Jrobins2@nycap.rr.com
515-225-0644

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

From: Jamie Sanchez <sanchezj@whhassociates.com>
Date: 3/29/22 6:51 AM (GMT-06:00)
To: jrobins2 <jrobins2@nycap.rr.com>
Subject: Re: Lake Powell Drop-Downs

Thank you, Jerry!

Thank you,

Jamie

Jamie Sanchez
District Manager
E-Mail: sanchezj@whhassociates.com
Wrathell, Hunt and Associates, LLC
2300 Glades Road #410W
Boca Raton, FL 33431
Toll-free: [\(877\)276-0889](tel:(877)276-0889)
Phone: [\(561\)571-0010](tel:(561)571-0010)
Cell: [\(561\)512-9027](tel:(561)512-9027)
Fax: [\(561\)571-0013](tel:(561)571-0013)

FRAUD ALERT ---- DUE TO INCREASED INCIDENTS OF WIRE FRAUD, IF



Boat House Wind Screen Project

Quotation #1

Vendor: Recovery Room, 1812 Summer Oak Ct., Panama City Beach, FL 32408

Web Site: www.recoveryroomofpcb.com

Total Cost: \$46,576.55

This is a fully custom cut and **installed** solution that incorporates fully **motorized** components with a combination of solid material bottoms with clear vinyl upper panels with zippered doors. Once installed the panels remain and are retractable into motorized housings. The elegance of this solution is that it remains installed year round and can be utilized at any time with a no manual intervention. There is a 5 year warranty on the electrical motors. Price does not include electrical, footers or plans if required.

Quotation #2

Vendor: Mosquito Curtains.Com, 1320 Union Hill Industrial Ct., Suite C, Alpharetta, GA 30003

Web Site: www.mosquitocurtains.com

Total Cost: \$2,590.00

Mosquito Curtains manufactures and sells **self-install** clear vinyl winter panels. Their panels are solid material bottoms with clear vinyl upper panels and magnetic doors. The panels are custom cut and delivered along with all hardware required for installation. The installation is not complex although somewhat tedious and could probably be accomplished by the POA Maintenance Team. This is a **manual solution** and once installed it would probably take a 2 person crew with a ladder approximately one (1) hour to hang and/or remove the panels. Unlike the Recovery Room solution, the panels have to be fully removed and stored until the next usage. Once removed the panels need to be stored in an environmentally controlled area as high heat (>80 degrees) will shrink and/or adversely affect the vinyl components. If this solution is selected, it is suggested that the panels be put up in the fall and removed in the spring.

These solutions are obviously at the opposite end of the product spectrum, although the material components seem to be of equal quality and are available in a choice of fabrics and colors. We are presently researching a third solution which has been suggested by Evan Christanson of Griffin Mitchell Builders. Evan has indicated that he is an authorized reseller of this solution but will not do the installation. We are awaiting information from Evan.

**LAKE POWELL
RESIDENTIAL GOLF
COMMUNITY DEVELOPMENT DISTRICT**

3C11

LEASE AGREEMENT

This Lease Agreement (the "Lease"), dated [date], is made and entered into by and between WILD HERON PROPERTY OWNERS ASSOCIATION, INC., a Florida not for profit corporation ("Landlord"), having its principal office at [address], and LAKE POWELL RESIDENTIAL GOLF COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government pursuant to Chapter 190, Florida Statutes ("Tenant"), having its principal office at [address]. In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, Landlord leases to Tenant, and Tenant leases from Landlord, the Premises as defined in Article II.

ARTICLE I. TERM.

- 1.1. Term.** The term of this Lease shall be ****DETERMINED BY PROJECT COST AMORTIZATION****, commencing on [date] and ending on [date], unless terminated sooner as provided in this Lease (the "Term"). During the Term the Tenant shall have exclusive use of the Premises on the first Monday of each month from 12:01 a.m until 11:59 p.m. and shall be entitled to use the Premises on at least two (2) other days per month upon advance notice to Landlord and subject to the Premises being free of prior scheduled events.

ARTICLE II. PREMISES.

- 2.1. Premises.** The Premises is generally known as "The Boat House" and located within the Wild Heron subdivision in Bay County, Florida, and graphically depicted on Exhibit A-1 and Exhibit A-2 (collectively, the "Premises"). Exhibit A-2 depicts the installation of the ****DROP DOWN PANELS****.

ARTICLE III. RENT AND SECURITY DEPOSIT.

- 3.1. Fixed Rent.**
- (a) Tenant agrees to pay for all materials and costs to install the ****DROP DOWN PANELS**** and pay to Landlord the sum of \$100.00 ("Fixed Rent"). Fixed Rent is paid at the commencement of this Lease in consideration for use of the Premises during the Term.

ARTICLE IV. USE OF PREMISES.

- 4.1. Permitted Use.** Tenant shall use the Premises to operate and conduct its public meetings of the Board of Supervisors of the Lake Powell Residential Golf Community Development District. Landlord acknowledges that on the days the Tenant occupies the Premises, the public shall be permitted to enter the Premises, but only for so long as is reasonably necessary to access, attend and exit the public meetings.
- 4.2. Prohibited Uses.** Tenant shall not use, or permit the use of, the Premises in any manner that (a) results in waste of the Premises or constitutes a nuisance, (b) violates any statute, ordinance, rule or regulation applicable to the Premises or for any illegal purpose, (c) will cause a cancelation or non-renewal of any insurance policy covering the Premises, or

otherwise render the Premises uninsurable, (d) impairs Landlord's right, title or interest in the Premises or any portion thereof, (e) will cause structural injury to the Premises, and (f) will cause the value or usefulness of the Premises or any part thereof to diminish other than normal wear and tear. Tenant agrees that it will, promptly upon discovery of any such use, immediately notify Landlord and take all necessary steps to compel the discontinuance of such use.

ARTICLE V. REPAIRS AND MAINTENANCE.

- 5.1. Tenant's Obligations. **NEEDS DISCUSSION WITH POA****
- 5.2. Landlord's Obligations. **NEEDS DISCUSSION WITH POA****

ARTICLE VI. UTILITIES AND GARBAGE REMOVAL.

- 6.1. Utilities. **LANDLORD SHOULD PAY THE UTILITIIES****
- 6.2. Garbage Removal.** Tenant shall pay for the removal of all garbage and rubbish from the Premises during its occupation of the Premises during the Term.

ARTICLE VII. ALTERATIONS, ADDITIONS, AND IMPROVEMENTS.

- 7.1. Installation of Drop Down Panels.** Tenant and Landlord have agreed that Tenant, in consideration of this Lease, shall have the obligation and right to install ****DROP DOWN PANELS**** on the Premises. Upon completion of installation the ****PANELS**** shall become the property of the Landlord who shall have the responsibility of the care and maintenance of the ****PANELS**** during the Term.

ARTICLE VIII. INSURANCE AND INDEMNITY.

- 8.1. Insurance. **NEEDS DISCUSSION WITH POA****
- 8.2. Indemnification. **NEEDS DISCUSSION WITH POA****

ARTICLE IX. DAMAGE OR DESTRUCTION OF PREMISES.

- 9.1. Notice.** If the Premises are damaged or destroyed by fire, flood, or other casualty, Tenant shall give immediate written notice of the damage and, as far as known to Tenant, the cause of the damage.
- 9.2. Total Destruction of the Premises.** If the Premises are totally destroyed by fire, flood, or other casualty, not the fault of Tenant or any person in or about the Premises with the express or implied consent of Tenant, Landlord has the right to terminate this Lease or rebuild or repair the Premises subject to Section 9.4. Should Landlord choose to terminate this Lease, Rent shall be apportioned to the date of damage and destruction. Should Landlord choose to repair the Premises, Rent will abate for the time period from the date of damage and destruction to the date Landlord notifies Tenant that the Premises has been repaired.

- 9.3. Partial Destruction of the Premises.** If the Premises are partially damaged by fire, flood, or other casualty, not the fault of Tenant, or any person in or about the Premises with the express or implied consent of Tenant, then Landlord shall, at its sole cost and expense, rebuild or repair the Premises subject to Section 9.4. If the damage renders the Premises untenable in whole or in part, Rent payable during the period in which the Premises is untenable will be abated as to those portions of the Premises as are, from time to time, untenable as a result of such damage from the date of the damage and destruction to the date Landlord notifies Tenant that such portions of the Premises has been repaired.
- 9.4. Landlord's Repairs.** If the Lease is not terminated in accordance with this Article IX, Landlord shall rebuild or repair the Premises within a reasonable time after the damage or destruction occurs, provided that the total insurance proceeds recovered or recoverable as a result of such damage are sufficient to repair all damage to the Premises as determined by Landlord and that all of the proceeds of the applicable insurance coverage are made available to Landlord by any mortgagee whose interest may be superior to Landlord; and further provided that the term of this Lease shall have at least [**two (2)**] years to run, and that applicable laws shall permit. Landlord shall not be obligated to expend in repairs and restoration an amount in excess of the proceeds of insurance recovered with respect to such damage. Landlord's duty to repair the Premises is limited to repairing those parts of the Premises that were provided by Landlord at Landlord's cost at the beginning of the Term. Tenant shall repair all improvements to the Premises installed by Tenant and all alterations at the sole cost and expense of Tenant.

ARTICLE X. DEFAULT.

- 10.1. Tenant's Defaults.** Tenant shall be in default under the terms and conditions of this Lease if:
- (a) Tenant fails to pay Fixed Rent or Additional Rent, in accordance with the terms and conditions of this Lease,
 - (b) Tenant fails to comply with any term, provision, condition, or covenant of this Lease (other than the covenant to pay Fixed Rent and Additional Rent),
- 10.2. Landlord's Remedies.** Upon occurrence of any default by Tenant, Landlord shall have all remedies available to Landlord at law or in equity.

ARTICLE XI. QUIET ENJOYMENT AND SUBORDINATION.

- 11.1. Quiet Enjoyment and Subordination.** Provided Tenant performs all its obligations hereunder, Tenant shall peaceably and quietly have, hold and enjoy the Premises from hindrance by Landlord or any person claiming by, through, or under Landlord, subject to the terms of this Lease. This Lease is subject and subordinate to all ground or underlying leases and security deeds that may now or hereafter affect such leases or the real property of which Premises are a part and to all renewals, modifications, consolidations, replacements and extensions of any such underlying leases and security deeds without the necessity of any notice or written instruments. Tenant covenants and agrees to attorn to

any successor to Landlord's interest in this Lease. Upon demand, Tenant shall within [days in words and numbers] days execute a document requested by Landlord to evidence such subordination and attornment. If Tenant fails to execute, acknowledge and deliver any such instruments within [ten (10)] days after request therefor, Landlord is hereby granted an irrevocable attorney-in-fact, coupled with an interest, to execute such instruments on Tenant's behalf, which statement shall be binding on Tenant to the same extent as if executed by Tenant.

- 11.2. Surrender of Premises.** Tenant shall, no later than the date of termination of this Lease, surrender the Premises to Landlord free of Hazardous Substances and with all remedial and/or closure plans completed (and deliver evidence thereof to Landlord).

ARTICLE XII. HOLDOVER.

- 12.1. Holdover.** On the expiration of the Term or any extension terms, or upon any earlier termination of this Lease, or upon any re-entry by Landlord upon the Premises by way of judicial process, Tenant shall quit and surrender the Premises to Landlord "broom-clean" and in good order, condition and repair, except for ordinary wear and tear and such damage or destruction as Landlord is required to repair or restore under this Lease, and Tenant shall remove all of Tenant's property therefrom except as otherwise expressly provided in this Lease. Should Tenant withhold possession of the Premises after expiration or earlier termination of this Lease, Tenant shall pay to Landlord Rent, at [two hundred percent (200%)] of the rate payable for the month immediately preceding said holding over (including increases for Additional Rent which Landlord may reasonably estimate), computed on a per month basis, for each month or part thereof (without reduction for any such partial month) that Tenant remains in possession. In addition thereto, Tenant shall pay Landlord all damages, consequential as well as direct, sustained by reason of Tenant's retention of possession. The provisions of this paragraph do not limit the Landlord's rights of re-entry or any other right hereunder. Should Tenant occupy the Premises after termination of this Lease for any cause whatsoever, Tenant shall be considered a tenant at will and by sufferance of Landlord subject to all the provisions hereof, and no such occupancy nor Landlord's acceptance of Rent shall operate as a renewal of the Lease or any part thereof.

ARTICLE XIII. MISCELLANEOUS.

- 13.1. Notices.** All notices required under this Lease must be given by (a) certified mail or registered mail, (b) by a nationally recognized overnight courier, or (c) by hand delivery, in each case, addressed to the proper party, at the following addresses:

Landlord

[name]

[address]

With a copy to

Landlord's Counsel:

[name]

[address]

Tenant

[name]

[address]

With a copy to

Tenant's Counsel:

[name]

[address]

Either party may change the address to which notices are to be sent by giving the other party notice of the new address in the manner provided in this section.

- 13.2. Parties to Be Bound.** This Lease shall be binding on, and inure to the benefit of, the parties to this Lease and their respective heirs, executors, administrators, legal representatives, successors, and assigns when permitted by this agreement.
- 13.3. Governing Law.** This Lease shall be governed and construed under, and in accordance with, the law of the State of Florida, without regard to its conflict of law principles.
- 13.4. Legal Construction.** In case any one or more of the provisions contained in this Lease shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Lease, and this Lease shall be construed as if the invalid, illegal, or unenforceable provision had never been included in this Lease.
- 13.5. Prior Agreements Superseded.** This Lease supersedes any and all prior agreements and understandings between Landlord and Tenant and alone expresses the agreement of the parties with respect to the subject matter of this Lease. Landlord has not made, and Tenant is not relying upon, any warranties, or representations, promises or statements by Landlord or any agent of Landlord, except as expressly set forth herein. This Lease has been drafted through a joint effort of the parties and, therefore, shall not be construed in favor of or against either of the parties, and shall be construed as a whole in accordance with its fair meaning.
- 13.6. When Lease Becomes Binding.** Neither the submission of this Lease or any amendment hereof, nor the acceptance of the Security Deposit and/or Rent shall constitute a reservation of or option for the Premises, or an offer to lease, it being expressly understood and agreed that neither this Lease nor any amendment shall bind either party in any manner whatsoever unless and until it has been executed by both parties.

- 13.7. Prevailing Party.** In the event of any action or proceeding brought by Tenant against Landlord under this Lease and Tenant does not prevail, Landlord shall be entitled to recover from Tenant attorney's fees and court costs.
- 13.8. Force Majeure.** Neither Landlord nor Tenant shall be required to perform any term, condition, or covenant in this Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within the control of Landlord or Tenant and which by the exercise of due diligence Landlord or Tenant is unable, wholly or in part, to prevent or overcome; provided, however, that no such event or cause shall relieve Tenant of its obligations hereunder to make full and timely payments of Rent as provided herein.
- 13.9. Counterparts.** This Lease may be executed in counterparts with the same effect as if both parties hereto had executed the same document, and all such counterparts taken together shall constitute one and the same instrument.
- 13.10. Waiver of Jury Trial.** Tenant and Landlord hereby waive their rights to a jury trial in any action proceeding or counterclaim brought by either of the parties hereto against the other on any matters arising out of or connected with this Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Premises, and/or any claim of injury or damage. If Landlord commences any proceedings for nonpayment of Rent or possession of the Premises, Tenant will not interpose any counterclaim in any such proceeding. This shall not be construed as a waiver of Tenant's right to assert such claims in any separate action brought by Tenant.
- 13.11. Time.** Time is of the essence of this Lease. If the time for performance hereunder falls on a Saturday, Sunday or a day that is recognized as a holiday in the State of Florida, then such time shall be deemed extended to the next day that is not a Saturday, Sunday or holiday in the State of Florida.

[Signatures on Following Page]

The undersigned Landlord and Tenant execute this Lease on the date first set forth above.

LANDLORD:

WILD HERON PROPERTY OWNERS
ASSOCIATION, INC.

By: _____

Name: [name of signatory]

Title: [title of signatory]

TENANT:

LAKE POWELL RESIDENTIAL GOLF
COMMUNITY DEVELOPMENT DISTRICT

By: _____

Name: [name of signatory]

Title: [title of signatory]

DRAFT

EXHIBIT A-1. DESCRIPTION OF THE PREMISES.

[description of the Premises]

DRAFT

EXHIBIT A-2. CONSTRUCTION/INSTALLATION PLAN

DRAFT

**LAKE POWELL
RESIDENTIAL GOLF
COMMUNITY DEVELOPMENT DISTRICT**

3D

**AGREEMENT FOR STORMWATER FACILITY MANAGEMENT SERVICES
BETWEEN
LAKE POWEL RESIDENTIAL GOLF COMMUNITY DEVELOPMENT
DISTRICT
And
WILD HERON PROPERTY OWNERS ASSOCIATION, INC.**

This Agreement for Stormwater Facility Management Services between the Lake Powell Residential Golf Community Development District, a Florida unit of special-purpose local government, (“CDD”) and the Wild Heron Property Owners Association, Inc. (“POA”), (“Agreement”) is made and entered into this ____ day of _____, 2022.

WHEREAS, the CDD is a Florida unit of special-purpose local government that is authorized to maintain its real property within the boundaries of the CDD pursuant to §190.12(2)(d), Florida Statutes, and Ordinance No. 00-19, Bay County, Florida; and,

WHEREAS, the POA is a Florida not for profit corporation organized pursuant to Chapter 720, Florida Statutes, which also operates within the boundaries of the CDD; and,

WHEREAS, the CDD and the POA currently maintain separate stormwater facility management programs for their respective stormwater facilities within the boundaries of the CDD; and,

WHEREAS, the CDD has engaged the full time services for engineering and environmental consultants to provide advice and management of the CDD’s stormwater facilities; and,

WHEREAS, the POA does not maintain full time services for engineering and environmental consulting to provide advice and management of the POA’s stormwater facilities; and,

WHEREAS, the CDD Board of Supervisors finds that it is in the best interests of the community that matters related to stormwater facility maintenance be managed by the CDD staff; and,

WHEREAS, the POA Board of Directors finds that it is in the best interests of the community that matters related to stormwater facility maintenance be managed by the CDD staff;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties do agree as follows:

1. Recitals. The above recitals are true and correct and incorporated herein.

2. Term and Termination. (a) This Agreement shall commence on _____, 2022 and shall terminate on September 30, 2023; thereafter, this Agreement shall automatically renew for a 365 day period, unless either party shall provide to the other party at least 60 days written notice of its intent to terminate this Agreement.

(b) At any time during the initial term or any renewal term of the this Agreement, this Agreement may be canceled, with or without cause by either party by providing at least 60 days written to the other party. Upon the effective date of the cancellation or termination this Agreement, the POA shall not be obligated for any additional fees to the CDD, but shall be responsible for any unpaid fees due to the CDD through the date of cancellation or termination.

3. Services. The CDD shall act as the POA's agent and manager for all matters relating to the stormwater facilities within the boundaries of the CDD real property, as more particularly identified in Exhibit A, attached here and incorporated herein by this reference.

The CDD agrees to include the POA stormwater facilities within its program for operation and maintenance of the CDD stormwater facilities. The POA shall be responsible for all of the costs associated with operation and maintenance of the POA stormwater facilities, provided, however, that the CDD shall not incur any costs or expenses on behalf of the POA without the prior written approval of the POA.

Nothing contained herein is intended to permit the CD to enter into any contracts on behalf of the POA. Any and all contracts related to the operation and or maintenance of the POA stormwater facilities shall be between the POA and the vendor. The POA shall appoint the CDD as its agent under any agreement(s) with vendors.

The CDD shall not use CDD funds for any purpose, whatsoever, except for the benefit of the CDD and the funds of the CDD and POA shall not be comingled and shall be separately accounted for.

4. Fees for Services. On the first day of each month of this Agreement, the POA shall pay to the CDD the sum of \$***.**. **OR** For the services of the CDD under this Agreement, the POA shall pay to the CDD an administrative fee of three percent (3%) of the cost of any invoice for services related to the operation or maintenance of the POA's stormwater facilities.

5. Public versus Private Property. The POA recognizes that the CDD is a Florida local unit of special-purpose government. As such, the CDD may only expend its funds for services that have a public purpose. In the event that CDD funds are used for any private purpose under this Agreement, whether such use is intentional or unintentional, then such use shall be deemed ultra vires and void ab initio and the POA shall promptly reimburse the CDD for such improper use.

6. Indemnification. The POA hereby agrees to defend, indemnify and hold harmless the CDD and its agents and employees from any claims, demands, suits, etc., including, but not limited to reasonable attorney's fees and costs whether pre-litigation, or at the trial or appellate levels, if applicable, against it or them by any party, resulting from or related to claims arising from the services provided by the CDD under this Agreement.

7. MISCELLANEOUS.

7.1 In any legal action arising from this Agreement or connected herewith the prevailing party shall be entitled to recover all costs and reasonable attorneys' fees incurred (whether pre-trial, at mediation, arbitration or trial and in any appeals).

7.2 In any litigation arising from this Agreement, venue shall be solely in Bay County, Florida.

7.3 CDD and POA hereby irrevocably and unconditionally waive, to the fullest extent permitted by applicable law, any and all right to trial by jury in any legal action or proceeding arising out of or relating to this Agreement or any contract or transactions contemplated hereby, and for any counterclaim in connection herewith.

7.4 No waiver of a breach of any of the covenants contained in this Agreement shall be construed to be a waiver of any succeeding breach of the same or any other covenant.

7.5 No modification, release, discharge or waiver of any provision hereof shall be of any force, effect or value, unless in writing, signed by both of the parties to this Agreement, their respective successors and assigns.

7.6 If any term or condition of this Agreement is, to any extent, invalid or unenforceable, the remainder of this Agreement is not to be affected thereby and each term and condition of this Agreement is to be valid and enforceable to the fullest extent permitted by law. This Agreement will be construed in accordance with the laws of the State of Florida.

7.7 This Agreement constitutes the entire understanding and agreement between the parties hereto, supersedes all prior written or oral agreements with respect to its subject matter. Notwithstanding the foregoing, this Agreement shall not act to excuse any amounts due and unpaid under a previous contract between the parties, nor shall this Agreement act to extinguish any obligations from a previous contract between the parties which specifically survive the termination or expiration thereof. This Agreement shall be binding upon the parties hereto and their respective successors and assigns.

7.8 The parties hereto expressly acknowledge that the CDD is a Florida local unit of special-purpose government created pursuant to the Uniform Community Development CDD Act of 1980 and as such enjoys sovereign immunity under the laws of Florida. Nothing contained in this Agreement is intended to waive sovereign immunity between the parties or for any third party.

[SIGNATURES ON FOLLOWING PAGE]

In witness whereof, the parties hereto have set their hands and seals on the date first set forth above.

Lake Powell Residential Golf
Community Development District

Wild Heron Property
Owners Association, Inc.

By: David Dean
Its: Chairman

By: _____
Its: President
(Corporate Seal)
Attest:

Secretary, Wild Heron
Property Owners Association, Inc.

Draft

**LAKE POWELL
RESIDENTIAL GOLF
COMMUNITY DEVELOPMENT DISTRICT**

4A1

From: [Cindy Cerbone](#)
To: [Jamie Sanchez](#)
Subject: FW: Phillips Residence R.O.W. Drainage Plans and Cost
Date: Sunday, April 17, 2022 7:48:20 PM
Attachments: [image002.png](#)

Cindy

Cindy Cerbone

District Manager

E-Mail: cerbonec@whhassociates.com

Wrathell, Hunt and Associates, LLC

2300 Glades Road #410W

Boca Raton, FL 33431

Toll-free: (877)276-0889

Phone: (561)571-0010

Cell: (561)346-5294

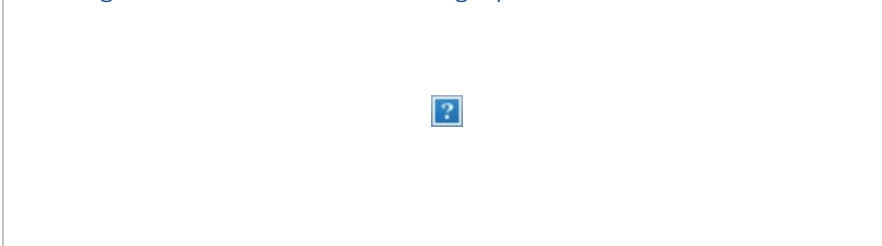
Fax: (561)571-0013

FRAUD ALERT ---- DUE TO INCREASED INCIDENTS OF WIRE FRAUD, IF YOU RECEIVE WIRE INSTRUCTIONS FROM OUR OFFICE DO NOT SEND A WIRE.

www.whhassociates.com

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public-records request, do not send electronic mail to this office. Instead, contact this office by phone or in writing.

WHA Logo with Title Letterhead dark grey Letters



From: David Holt <dholt1511@gmail.com>

Sent: Saturday, April 16, 2022 2:52 PM

To: Cindy Cerbone <cerbonec@whhassociates.com>; Mike Burke <mburke@burkeblue.com>; Robert Carroll <rcarroll@mcneilcarroll.com>; Bethany Womack <bethany@cypressenvironmental.com>

Subject: Fwd: Phillips Residence R.O.W. Drainage Plans and Cost

Owner to owner issue as to who pays for what.

Happy Easter everyone, as you know at the March meeting then again last week at the April meeting we discuss Andy Phillips drainage on Sweet Bay Trail. Field visits were made by myself, Robert and David Dean to investigate the problem. We now have a remedy to fix the issue and it was decided

without a vote that the owner was responsible for the cost. Mike Burke reference laws and covenants for the decision. Okay, no problem. The owner was not at the meeting long enough to hear our discussion on the matter so he had no idea what was what. His fault he left before his issue was discussed. Nevertheless he is owed an explanation of the entire situation and the reason he will bear the cost. There is no way any of the Board Supervisors need to go owner to owner and tell him this. When your talking out of pocket money it needs to come from either Mike, or Cindy's office.

This not being taken care of has caused personal issues in our neighborhood which were completely avoidable. I am not blaming anyone but rather the current process/system that failed.

On another note. This will cost Andy 15k plus to fix. If it were back when the lot was built it would be 1/10th the cost and the CDD probably would have covered the cost because of the grade issue. I had the CDD pay \$500 for my swell work when my house was built. It can be that way if we see fit. I personally think the CDD should split the cost with Andy but this is just my opinion. What is a fact is that Andy deserves a response from our management team on the decision and who was going to pay for it so he could process and move forward. I brought this issue to the board months ago so Andy could plan his landscaping project appropriately without delays. We are a very proactive CDD board. Past CDD boards not so much. Now it's on hold. We have to have a better system to address these issues. In my opinion this one is all on us.....

Please add this to the May agenda so we can clear this up. And please advise on who will be communicating with Andy Phillips. Thank you for your attention on this most important matter.

Regards

David L. Holt
Wild Heron Architectural Review Board Chairman
Wild Heron Community District Board Supervisor

Begin forwarded message:

From: Robert Carroll <rcarroll@mcneilcarroll.com>
Date: April 15, 2022 at 4:12:47 PM CDT
To: David Holt <dholt1511@gmail.com>
Cc: David Dean <david.dean@knology.net>, Cindy Cerbone <cerbonec@whhassociates.com>, Craig Thurmond <cthurmond@crtplan.com>, ap@inspirevp.com
Subject: RE: Phillips Residence R.O.W. Drainage Plans and Cost

I spoke with Andy today and relayed to him that the drainage pipe within the right of way is typically an 18" pipe. In this instance, there is minimal upstream drainage that will be conveyed through this pipe and it can be reduced to 15" diameter pipe. In regards to who is doing the installation and who is paying for what is not my

determination. I am only recommending that the pipe needs to be installed to help reduce the flooding that occurs during heavy rains.

Robert Carroll, P.E.
Vice President
McNeil Carroll Engineering, Inc.
17800 Panama City Beach Parkway
Panama City Beach, Florida 32413
(850) 234-1730(O)
(850) 819-7092 (C)



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Responsibility for the accuracy of current conditions and/or digital transfers is solely that of the user. These conditions of use shall be supplied to all users of this data.

The signed & sealed documents take precedence over magnetic or electronically stored medium. McNeil Carroll Engineering, Inc. makes no warranties, express or implied, concerning the accuracy of the information contained in any documents transmitted or reviewed by computer or other electronic means.

From: Robert Carroll <rcarroll@mcneilcarroll.com>
Sent: Monday, April 4, 2022 10:39 AM
To: 'David Holt' <dholt1511@gmail.com>
Cc: 'David Dean' <david.dean@knology.net>; 'Cindy Cerbone' <cerbonec@whhassociates.com>; 'Craig Thurmond' <cthurmond@crtplan.com>
Subject: RE: Phillips Residence R.O.W. Drainage Plans and Cost

Craig, for maintenance purposes, we need inlets at all bends and the pipe will need to be a minimum of 18" in diameter in lieu of 8" as shown on the plans. The 8" piping is not adequate for the rainfall events that keep occurring.

Robert Carroll, P.E.
Vice President
McNeil Carroll Engineering, Inc.

17800 Panama City Beach Parkway
Panama City Beach, Florida 32413
(850) 234-1730(O)
(850) 819-7092 (C)



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From: David Holt <dholt1511@gmail.com>
Sent: Thursday, March 31, 2022 9:26 AM
To: Robert Carroll <rcarroll@mcneilcarroll.com>
Cc: David Dean <david.dean@knology.net>; Cindy Cerbone <cerbonec@whhassociates.com>; Craig Thurmond <cthurmond@crtplan.com>
Subject: Fwd: Phillips Residence R.O.W. Drainage Plans and Cost

Good morning Robert, below is the quote for Andy Phillips home at 1511 Sweet Bay Trail. This is a breakout quote to fix the drainage at the same time the landscape project is done in the next couple of weeks. This was the property you David and I walked after the last meeting you were at. Please look it over so we can discuss on Monday at our meeting. Craig Thurman the Landscape Architect is on the thread if you have any questions. Thank you and hope all is well.

Regards

David L. Holt
Wild Heron Architectural Review Board Chairman
Wild Heron Community District Board Supervisor

Begin forwarded message:

From: Craig Thurmond <cthurmond@crtplan.com>

Date: March 30, 2022 at 10:15:27 AM CDT

To: dholt1511@gmail.com

Cc: ap@inspirevp.com

Subject: Phillips Residence R.O.W. Drainage Plans and Cost

David and Andy,

Please find attached the drawing showing the area we discussed in the field last week. I have noted all the directions to the contractor, and he has provided a cost to do this work.

The cost is higher with us having to use the catch basin and pipe method. I calculated the fall from the west side of the Phillips Lot to the Existing Wild Heron Catch Basin. The fall is only 2" so this would not drain correctly if there were no driveway interference due to the coefficient of the turf over such a long distance. The water would have to pond, and static pressure would eventually push the water into the Catch Basin but would be wet much of the time.

This proposed fix will take care of this drainage issue for the west of the Phillips lot not just correct the flooding on his lot.

Please let me know if you have any questions.

Thanks,

Craig R. Thurmond

President / Creative Director

850-873-8728 Office

850-814-3799 Cell

LAKE POWELL
RESIDENTIAL GOLF
COMMUNITY DEVELOPMENT DISTRICT

6



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Public Works / Kelly Jenkins

2. MEETING DATE:

1/10/2019

3. REQUESTED MOTION/ACTION:

Approve contract award to Thompson Consulting Services and Debris Tech for Disaster Debris Monitoring Services.

4. AGENDA

PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

5. IS THIS ITEM BUDGETED (IF APPLICABLE) YES NO
BUDGET AMENDMENT OR N/A

N/A

DETAILED BUDGET AMENDMENT ATTACHED YES NO

N/A

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)

December 21, 2018 the City solicited proposals from experienced firms for disaster debris monitoring services . Five (5) firms timely responded to the request. Of those, all five firms were found to be responsive. The evaluation committee recommends 5-year contracts be awarded to Thompson Consulting Services and Debris Tech. The current monitoring for Hurricane Michael debris is being handled with force account through the Street and Stormwater Departments. Therefore a task order is not recommended at this time, but could be brought back to council if needed for future events.

From: [JustFOIA Notification](#)
To: [Jamie Sanchez](#)
Subject: Bay County Board of County Commissioners, FL. Records Request PRR-2022-188 Completed
Date: Thursday, March 24, 2022 11:45:39 AM

Reference Number: [Request Number: PRR-2022-188](#) Submitted: Thursday, March 24, 2022 at 9:31 AM (Central Standard Time)

REF:

Field Name	Response
Name	Jameli Sanchez
Email	sanchezj@whhassociates.com
Phone	5615129027
Address	2300 Glades rd. #410W
City	Boca Raton
State	Florida
Zip	33431
Description	I would like to know what Disaster Debris Removal Monitoring Firm (Monitoring not Removal) Bay County uses. I would also like a copy of the Agreement.
Request_Type	Copies

Your request has been completed. Please click on the Request link at the top of the page to view your responsive records.

Best regards,

County Attorney's Office
Bay County Board of County Commissioners
840 W. 11th St
Panama City, FL. 32401
850.248.8175
publicrecords@baycountyfl.gov

**Note: This is an automated email notification. Please do not respond to this email.*

From: [Lynne Fasone](#)
To: [Jamie Sanchez](#)
Subject: RE: Public Records Request
Date: Monday, April 25, 2022 6:25:00 PM
Attachments: [image001.png](#)
[MEMO to Council for Disaster Debris Monitoring RFP.pdf](#)

Good afternoon Jamie,

I have received the attached council memo from the Planning Department. Please review the memo and let me know if you have any questions. Sounds like the city will eventually award a contract to the company listed in the memo.

Thank you,
Lynne Fasone, City Clerk
City of Panama City Beach, Florida

From: Jamie Sanchez <sanchezj@whhassociates.com>
Sent: Friday, April 22, 2022 12:49 PM
To: Lynne Fasone <Lynne.Fasone@pcbfl.gov>
Subject: Re: Public Records Request

[CAUTION] This email originated from outside of the organization. Do not follow guidance, click links, or open attachments unless you recognize the sender and know the content is safe.

Good afternoon,

Just following up on this Public record request below.

Thank you,

Jamie

Jamie Sanchez
District Manager
E-Mail: sanchezj@whhassociates.com
Wrathell, Hunt and Associates, LLC
[2300 Glades Road #410W](#)
[Boca Raton, FL 33431](#)
Toll-free: [\(877\)276-0889](tel:(877)276-0889)
Phone: [\(561\)571-0010](tel:(561)571-0010)
Cell: [\(561\)512-9027](tel:(561)512-9027)
Fax: [\(561\)571-0013](tel:(561)571-0013)

**FRAUD ALERT ---- DUE TO INCREASED INCIDENTS OF
WIRE FRAUD, IF YOU RECEIVE WIRE INSTRUCTIONS**

FROM OUR OFFICE DO NOT SEND A WIRE.

www.whhassociates.com

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public-records request, do not send electronic mail to this office. Instead, contact this office by phone or in writing.



From: Jamie Sanchez

Sent: Monday, March 28, 2022 11:07:23 AM

To: lynne.fasone@pcbfl.gov <lynne.fasone@pcbfl.gov>

Subject: Public Records Request

Good morning,

I would like to know what Disaster Debris Removal Monitoring Firm **(Monitoring not Removal)** Panama City Beach uses. I would also like a copy of the Agreement.

Thank you,

Jamie

Jamie Sanchez

District Manager

E-Mail: sanchezj@whhassociates.com

Wrathell, Hunt and Associates, LLC

2300 Glades Road #410W

Boca Raton, FL 33431

Toll-free: (877)276-0889

Phone: (561)571-0010 ext. 135

Cell: (561)512-9027

Fax: (561)571-0013

FRAUD ALERT ---- DUE TO INCREASED INCIDENTS OF WIRE FRAUD, IF YOU RECEIVE WIRE INSTRUCTIONS FROM OUR OFFICE DO NOT SEND A WIRE.

www.whhassociates.com

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public-records request, do not send electronic mail to this office. Instead, contact this office by phone or in writing.



Bay County Board of County Commissioners Agenda Item Summary

Disaster Debris Removal & Disposal Monitoring Services

DEPARTMENT MAKING REQUEST/NAME:

General Services Don Murray, Director

MEETING DATE: 5/4/2021

REQUESTED MOTION/ACTION:

Board: a.) approve the disaster debris removal & disposal monitoring services consultant list; and b.) authorize the Chairman to execute a contract with each qualified consultant.

AGENDA

General
Services -
Consent

BUDGETED ITEM? N/A

BUDGET ACTION:

None needed.

FINANCIAL IMPACT SUMMARY STATEMENT:

The financial impact will be determined at the time of utilization of this contract. However, ultimately the cost of this contract would be offset by FEMA/State reimbursements under emergency declarations.

BACKGROUND:

Coastal Bay County is vulnerable to landing hurricanes or strong tropical storms five months out of every year. Advance preparations for these damaging meteorological events are prudent. Among the many concerns following a damaging storm is the removal of significant volumes of wind generated debris.

On February 26, 2021, Request for Proposals (RFP) 21-16 Disaster Debris Removal & Disposal Monitoring Services was advertised. Responses from seven (7) firms were received and opened on March 30, 2021. One (1) firm was deemed non-responsive. Staff evaluated the remaining six (6) firms and determined five (5) contractors qualified to perform disaster debris removal and disposal monitoring services.

Respondent	Average Score	Rank
Thompson Consulting Services, LLC	89	1
Rostan Solutions, LLC	87	2
Tetra Tech, Inc.	87	2
Eisman & Russo	84	3
Debris Tech	76	4
Brenco	64	5
Witt O'Brien's Inc.	Non-Responsive	

These Contracts will provide for contractors to perform disaster debris monitoring services in the event of a disaster and are standby contracts, with the contracted services only performed after

an approved "Work Authorization" and "Notice to Proceed" is delivered to the firm following a declared disaster.

Staff recommends the Board approve the disaster debris monitoring services consultant list, and authorize the Chairman to execute a contract with each qualified contractor. Contract 21-16 Disaster Debris Removal and Disposal Monitoring Services in substantial form is attached as Exhibit 1.

ATTACHMENTS:

Description	Type
Debris Monitoring Contract Exhibit 1	Exhibit

CONTRACT 21-16 DISASTER DEBRIS REMOVAL AND DISPOSAL MONITORING SERVICES

This Contract, dated May 4, 2021 between the Bay County Board of County Commissioners, located at 840 West 11th Street, Panama City, FL 32401 ("County"), and Thompson Consulting Services, Inc., located at 1135 Townpark Avenue, Suite 2101, Lake Mary, FL 32746 ("Contractor").

1. Scope of Work

The County desires to hire Contractor to provide all necessary labor, supervision, equipment, and supplies to provide monitoring of disaster debris removal and disposal services, ensuring compliance with Federal requirements and the County debris management plan as related to contractor oversight, truck measurements, load ticket preparation and issuing, report preparation, and project administration. All work shall follow the Occupational Safety and Health Administration (OSHA) and Environmental Protective Agency(s) requirements to maintain a safe working environment.

The Contractor will perform those services in accordance with **Exhibit 1** Scope of Work. The Contractor hereby agrees to provide the following services to the County according to Request for Proposals 21-16 and the Contractor's response thereto, said documents being incorporated into this agreement as if fully set out herein, to the extent they are not inconsistent with this Agreement. Contractor's specific level of effort and time schedule, shall be set forth in a written Task Order. A sample Task Order is attached as **Exhibit 2**. The work as described in each task order shall commence and be completed within the time frame stated in each task order. Each Task Order shall be executed by authorized representatives of the County and Contractor.

This contract is non-exclusive. Selection by the County as a contractor does not guarantee that the Contractor will be called on a regular basis during the contract term, nor does it guarantee a minimum level of compensation with respect of volume of work or fees. Contractor understands that the County has selected other Contractors to perform the work and work will be assigned to the Contractor based on Contractor's current workload or availability, expertise in the specific emergency or disaster situation and previous work awarded, all at the County's discretion.

The project(s) may be reimbursed by the Federal Emergency Management Agency (FEMA). The Contractor and all sub-contractors must be familiar with disaster debris removal eligibility criteria outlined by the Bay County Debris Management Plan. It is imperative that Respondents examine and become familiar with the Public Assistance Program established by FEMA. Funding for work may be reimbursable through this program and is contingent on strict conformance to the guidelines set forth by Florida Department of Emergency Management (FDEM)

and FEMA. Respondents shall comply with the Federal Regulations Contract Requirements shown at **Exhibit 4**.

Contractor and all subcontractors shall comply with the provisions contained in Federal Regulations Contract Requirements 2 C.F.R §200.317 – 200.326.

In the event that Contractor discovers that any of its employees or subcontractors have engaged in fraudulent or illegal activity, Contractor shall immediately report this information to the County.

2. Term

This Contract shall commence June 1, 2021 and continue in effect through May 31, 2026.

3. Contract Price

The Contractor agrees that for the performance of the Services as outlined in Section 1 above and set forth in a written Task Order, it shall be remunerated by the County a not to exceed fee according to the unit prices contained in the Contractor's hourly pricing contained in **Exhibit 3**.

4. Payments

The County shall pay the Contractor for services provided in accordance with the Florida Prompt Payment Act of the Florida Statutes, Chapter 218.70, upon receipt of the Contractor's pay requests and written approval of same by the County's Designated Representative indicating that services have been rendered in conformity with this Agreement. The approved invoices for services that meet the definition of "Construction Services" in Fla. Stat. 218.72(2) shall be paid in accordance with Fla. Stat. 218.735. Approved invoices for all other services shall be paid in accordance with Fla. Stat. 218.74. The Contractor shall submit payment applications to the County's Designated Representative on a monthly basis for those specific services, as described in this Agreement, RFP 21-16 and the Contractor's proposal cost, that were satisfactorily completed during that invoicing period. Five percent (5%) retainage shall be held at the discretion of the County.

The County requires the Contractor to submit pay requests in a timely fashion; the County reserves the right to reject invoices delivered to the County more than 60-days past the date when the work was performed/completed.

Final Payment - Final payment constituting the unpaid balance of the cost of the services performed shall be due and payable within 45 days after all of the work is complete and approved by the County's Designated Representative. Bay County may, in its discretion, withhold any payments to Contractor for services that have not been rendered in conformity with this Agreement for the purpose of setoff until such time as the amount of damages due Bay County from the Contractor are determined.

5. Independent Contractor

The Contractor shall at all times, relevant to this contract, be an independent contractor and in no event shall the Contractor, nor any employees or sub-contractors under it, be considered to be employees of Bay County.

6. Sub-Contractors

The Contractor shall provide the County with an updated list of all subcontractors including phone numbers of contact personnel.

Prior to the County assigning work, the Contractor shall provide the County with an affidavit from each subcontractor stating there is a signed contract between the Contractor and subcontractor.

The County may, at its discretion, limit the number of subcontract firms working under the prime or sub-prime contractor at its sole discretion to ensure safety and quality of work provided. Subcontractor(s) shall only perform work for one firm. The County must pre-approve any additional subcontractor added to the contract after contract execution or issuance of a Task Order/Notice to Proceed.

7. Contractor's Personnel

Contractor has the exclusive right to hire and terminate its employees and may transfer or reassign any of its employees to other work of the Contractor. The direction of the work of Contractor's employees shall be under the exclusive control of Contractor. If the County objects to the presence or performance of any employee of Contractor, Contractor shall remove such employee from County premises.

8. Cooperation

Contractor agrees to perform each phase of the work at the scheduled time and in the scheduled sequence. Contractor will cooperate with the County General Services Director or their designee as requested and specifically to allow the County to inspect the performance of work of this Contract.

9. Materials, Supplies, Etc.

Contractor shall furnish and supply all tools, materials, consumable supplies and equipment, safety devices and equipment, and any special clothing that are required to perform the work of this Contract and consistent with the requirements of the RFP.

10. Records / Audits

The County is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

Keep and maintain public records required by the County in order to perform the service;

Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law.

Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.

Upon completion of the contract, transfer, at no cost to the County, all public records in possession of the Contractor, or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records in a format that is compatible with the information technology systems of the County.

The Contractor shall maintain books, records and documents directly pertinent to performance under this Contract in accordance with generally accepted accounting principles consistently applied. The County, the State of Florida, or their authorized representatives shall have access to such records for audit purposes during the term of this Contract and for five (5) years following Contract completion.

12. Public Records Custodian

If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract contact Bob Majka, Custodian of Public Records, at (850) 248-8145, publicrecords@baycountyfl.gov or 840 W. 11th Street, Panama City, Florida 32401.

13. Inspector General

The parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s. 20.055(5), Florida Statutes. "(5) It is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section."

14. County Representative

The County General Services Director or a designee has authority to designate the work to be done by Contractor, to inspect such work, and to resolve questions which arise between the parties. The Contractor or the Contractor's designee will deal with the County's representative on matters relating to the performance of the work. The County shall have the authority to stop the work whenever it deems such action necessary to secure the safe and proper performance of the work assignment.

15. Laws, Rules and Regulations

General Laws: Contractor shall give all notices required of it by law and shall comply with all Federal, State and local laws, ordinances, rules and regulations governing Contractor's performance of this Contract and the preservation of public health and safety. Upon request by the County, Contractor shall provide proof of such compliance to the County.

Illegal Alien Labor: Contractor shall comply with all provisions state and federal law regarding the hiring and continued employment of aliens not authorized to work in the United States. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor is in compliance with such laws. Contractor agrees that it shall confirm the employment eligibility of all employees through participation in E-Verify or an employment eligibility program approved by the Social Security Administration and will require the same of any subcontractors. Contractor shall pay all cost incurred to initiate and sustain the verification programs.

16. Public Entity Crimes Statement

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By submission of a proposal in response to this document, the vendor certifies compliance with the above requirements as stated in Section 287.133, Florida Statutes. Contractor's doing business with a public entity, for which the compensation is wholly or partially provided by a federal awarding agency, must register at www.sam.gov.

17. Employment Eligibility Verification

As a condition precedent to entering into this AGREEMENT, and in compliance with Section 448.095, Fla. Stat., Contractor and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees.

a. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this AGREEMENT.

b. The COUNTY, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.

c. The COUNTY, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.

d. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this AGREEMENT by the COUNTY for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the COUNTY as a result of termination of any contract for a violation of this section.

e. Subcontracts. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

18. Insurance

During the term of this Contract, Contractor will purchase and maintain insurance and comply with the Bay County Insurance Requirements, which are attached as **Exhibit 5** to this Contract and incorporated by reference. The Contractor shall submit annual Certificates of Insurance in accordance with the Insurance Requirements.

19. Hold Harmless and Indemnification

The Contractor shall indemnify and hold harmless the County, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the indemnifying party and persons employed or utilized by the Contractor.

The parties understand and agree that such indemnification by the Contractor relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any statutes of limitations thereafter.

The Contractor's obligation shall not be limited by or in any way to any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

If the above indemnity or the defense provisions contained herein or any part of those provisions are limited by Florida Statutes Sec. 725.06(1), or any other applicable law, then with respect to the part so limited, the monetary limitation on the extent of the indemnification shall be the greater of (1) the monetary value of the Contract, (ii) coverage amount of Commercial General Liability Insurance required under the Contract; or (iii) \$1,000,000.00.

This Section survives termination or expiration of this Contract.

20. Duty to Pay Defense Costs and Expenses

The Contractor agrees to reimburse and pay on behalf of the County the cost of the County's legal defense, through and including all appeals, and to include all attorneys' fees, costs, and expenses of any kind for any and all 1) claims described in the Hold Harmless and Indemnification paragraph or 2) other claims arising out of the Contractor's performance of the Contract and in which the County has prevailed.

The County shall choose its legal defense team, experts, and consultants and invoice the Contractor accordingly for all fees, costs and expenses upon the conclusion of the claim.

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

This Section survives termination or expiration of this Contract.

21. Notices

Any notice to be given by the parties shall be in writing and deemed to have been duly given if and when deposited in the United States registered mail, return receipt requested, properly stamped and addressed to:

For the County:
Bay County Solid Waste Division
Attn: Glenn Ogborn
11411 Landfill Road
Panama City Beach, FL 32413

For the Contractor
Thompson Consulting Services, LLC
Attn: Jon Hoyle, President
1135 Townpark Avenue, Suite 2101
Lake Mary, FL 32746

The Contractor shall notify the Bay County Purchasing Department of any change to its address. The Purchasing Department will disseminate the address change to all applicable departments and agencies including Finance. The Contractor's notification of address change is sufficient if sent by email or facsimile.

22. Assignment

Contractor shall not assign in whole or in part any part of the work of this Contract except with prior written consent of the County.

23. Successors and Assigns.

This Agreement shall be binding on all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

24. Entire Agreement

All proposals, negotiations and representations regarding the work of this Contract are merged in this instrument. Any amendment or modification of this Contract shall be in writing and signed by the duly authorized representatives of the parties.

25. No Waiver

The waiver by the County of, or the County's failure to demand strict performance of, any obligation of Contractor shall not be construed to waive or limit the full and faithful performance by the Contractor of another of its obligations or of the same obligation in the future.

26. Administrative, Contractual, or Legal Remedies

Unless otherwise provided in this contract, all claims, counter-claims, disputes and other matters in question between the local government and the contractor, arising out of or relating to this contract, or the breach of it, will be decided by arbitration, if the parties mutually agree, or in a Florida court of competent jurisdiction.

27. Termination for Convenience

The County may terminate this Contract at any time for any reason by giving at least ten (10) days notice in writing to the Contractor. If the Contract is terminated by the County as provided herein, the Contractor will be entitled to receive payment for those services reasonably performed to the date of termination.

27. Termination for Cause

If the Contractor fails to comply with any of the terms and conditions of this Contract, Bay County may give notice, in writing, to the Contractor of any or all deficiencies claimed. The notice will be sufficient for all purposes if it describes the default in general terms. If all defaults are not cured and corrected within a reasonable period as specified in the notice, Bay County may, with no further notice, declare this Contract to be terminated. The Contractor will thereafter be entitled to receive payment for those services reasonably performed to the date of termination, less the amount of reasonable damages suffered by Bay County by reason of the Contractor's failure to comply with this Contract.

Notwithstanding the above, the Contractor is not relieved of liability to Bay County for damages sustained by Bay County by virtue of any breach of this Contract by the Contractor and Bay County may withhold payments to the Contractor for the purpose of setoff until such time as the amount of damages due Bay County from the Contractor is determined.

Failure of the Contractor to comply with the provision of Section 15 Laws, Rules, and Regulations shall constitute grounds for the County to immediately terminate this Contract for cause and declare the Contractor to be non-responsible for bidding or proposing on future contracts for one year from the date the County notifies the Contractor of such non-compliance.

Upon receipt of a termination action either for cause or convenience, the Contractor shall promptly discontinue all affected work (unless the notice directs otherwise) and deliver or otherwise make available to the local government all data, drawings, reports specifications, summaries and other such information, as may have been accumulated by the Contractor in performing this contract, whether completed or in process.

28. Conflicts

In the case of any conflict between the provisions of this Contract and other contract documents, the following priority for interpretation of those document provisions shall be followed:

- a. The provisions of this contract prevail first.
- b. The bid form and attachments are next.
- c. The initial bid provisions are final priority.

29. Severability

The invalidity, in whole or in part, of any section or part of any section of this Contract shall not affect the validity of the remainder of such section or the Contract.

30. Governing Law & Venue

This Contract is governed by the laws of the State of Florida. The proper venue for any action regarding this contract is in the appropriate State Court in Bay County, Florida.

[SIGNATURES ON FOLLOWING PAGE]

EXHIBIT 1 SCOPE OF SERVICES

To retain qualified consultant(s) to provide monitoring services for debris collection and debris management sites, to coordinate and manage all storm debris management activities, and to furnish potential solutions to Bay County with regard to its debris management plan. The consultant shall provide the work in accordance with applicable FEMA guidance and local, State, and Federal regulations.

The consultant shall be responsible for the overall monitoring of debris removal and collection. This includes monitoring the progress of debris removal contractor(s) and recovery contractor(s) and suggesting/implementing recommendations to improve efficiency and to speed up recovery work. The consultant may also be involved in the selection of debris haulers. The consultant shall coordinate with disaster debris contractor to devise a collection routing plan that insures a well-managed, organized approach to debris collection. The consultant shall also recommend the routing plan for approval by the County; only County maps will be used for all debris planning and logistics. Depending on the impact of the events in Bay County, the consultant may be required to provide trained and qualified individuals for Planning, Logistics, Recovery and operations Sections in the County Emergency Operations Center and select Emergency Support Function staff.

Deployment

Consultant must be prepared to deploy debris monitors within 24 hours from the notice to proceed. When additional debris monitoring is needed to meet requirements of the monitoring contract, consultant shall be prepared to increase the number of debris monitors for the County to use as needed.

Consultant's specific scope of work, level of effort, time schedule, charges, and payment conditions shall be set forth in a written Task Order. Each Task Order shall be executed by authorized representatives of the County and Consultant.

The administrative process, when work assignments are issued, will be as follows:

Step 1 - County staff will contact the Consultant for a meeting to review the assignment and will describe the scope of services required in general.

Step 2 - Consultant will prepare a detailed scope of services to be provided and a time frame for completion of various phases. Consultant will prepare a computation of fees to be charged for the services based on the approved hourly rates. These documents will be submitted to the County contact for review and approval.

Step 3 - If acceptable to County staff making the assignment, County staff will issue a Task Order (or Work Request) and a Notice to Proceed. There will be a purchase order issued for each work assignment for monitoring and tracking of the budget and project funds. The fee computation will be considered to be a limiting amount, not to be exceeded without subsequent approval by County staff.

The County has an evaluation process to monitor the satisfactory performance of services under this contract. Such evaluations may be used as reference information for future solicitations issued by the County. Consultants shall participate cooperatively in the evaluation process.

Pre-Event Requirements

Contractor will provide assistance in preparation for disasters through participation in meetings and workshops and the establishment of data management and other integrated systems.

Contractor will, at no cost to the County:

- Provide County full-time personnel with a half-day debris management training session. Training program must, at a minimum, meet the training requirement for debris monitors as outlined by current FEMA debris management guidance.
- Provide a list of key personnel and subcontractors that may be involved in the disaster debris monitoring activities to include facsimile, cell phone numbers, and e-mail addresses.
- Participate in annual workshops or planning meetings with County representative and debris hauling and disposal contractor(s) to establish/review applicable policies and procedures.

Post-Event Requirements

Contractor will assist with load inspections for storm debris cleanup being performed by one or more debris hauling and disposal contractors or County agencies.

Contractor shall supply sufficient number of trained debris monitors and trained field supervisors to accommodate the volume of debris to be removed at loading sites and debris management sites or final disposal sites.

Contractor shall supply one field supervisor to oversee no more than 10 loading and tower/site debris monitors.

Contractor shall remove and replace employees immediately upon notice from the County Debris Manager for conduct or actions not in keeping with this contract.

Personnel Requirement and Responsibilities

On-Site Project Manager

The consultant shall appoint a specific project manager for the overall coordination and communication with the County. If the project manager cannot be located on-site at all times, the consultant will assign a competent on-site operations manager who shall

remain on the jobsite at all times during the progress of the work. The term “competent” includes the ability to clearly communicate; orally and in writing. The on-site manager shall be the primary representative under this contract for the consultant. All authorized communications given to the on-site manager by the County, and all contract-related decisions made by the on-site manager, shall be binding to the consultant. The on-site manager shall be considered to be, at all times, and employee of the consultant under its sole direction and not an employee or agent of the County.

Examples of project management/process oversight tasks to be provided under this contract include but are not limited to:

- Assist the County with permit applications and coordination with environmental agencies, including the environmental permitting of the Debris Management Sites and/or the temporary Debris Management sites.
- Assist the County with any required pre-or-post groundwater sampling.
- Monitor Contractors’ compliance to permit requirements and address any non-compliance issues.
- Review and validate debris removal contractor invoices prior to submission to the County.
- Coordinating daily briefings, work progress, staff, and other key items with eh County.
- Assisting with scheduling, dispatching, and logistical operations of the field inspectors assigned to work areas of storm debris cleanup.
- Hiring, training, deploying and supervising inspectors.
- Establishing daily schedules for the inspectors.
- Monitoring and recording he measurement (cubic yards) for each vehicle in service.
- Determining vehicle monitoring assignments and providing the necessary vehicle decals for debris collection vehicles for identification and tracking purposes. Decals shall be large enough to accommodate a minimum of four inch (4”) high letters and shall be placed in a visible location for tower monitoring.
- Tracking and coordinating with County personnel to respond to problems in the field, including citizen complaints, related to commercial and/or residential property damage claims as a result of debris removal.
- Conducting end of the day duties and verifying all vehicles have left the disposal site at the specified time established by the County.
- Record the streets and locations where debris was collected. Maps shall be posted daily in a central location at the County and updated by 10a.m. each business day of the progress from the previous day(s) work.
- Schedule work for all team members and contractors on a daily basis.
- Conduct all safety inspections on a regular, predetermined and random basis. Ensure the appropriate frequency of oversight is performed for all work crews, vehicles, and locations.
- Scheduling and conducting periodic meetings with field staff and contractors.
- Monitor contract(s) for compliance by the debris removal contractor(s).
- Respond to and document issues concerning complaints, damages, accidents or incidents involving debris contractors as a result of debris removal operations on both public and private property.

- Address any environmental concerns, including any violations of the FDEP's debris site conditions guidelines; oversee operations to correct to the satisfaction of the FDEP.
- Develop and ensure compliance with a final disposition plan for debris from the DMS to final disposition site. The plan must take in account distance, permitting, size and capability of facility, costs, traffic patterns, etc.
- If needed, set up and staff a call center for citizens.

Debris Monitoring Field Supervisor

Consultant will provide one debris monitoring field supervisor for no more than 10 debris loading site debris monitors. Services include, but are not limited to:

- Overseeing and supervising loading site and disposal site debris monitoring activities
- Scheduling debris monitoring resources and deployment timing
- Communicating and coordinating with County personnel
- Providing suggestions to improve the efficiency of collection and removal of debris
- Coordinating daily activities and future planning
- Remaining in contact with debris management/dispatch center or supervisor
- Identifying, addressing, and troubleshooting any questions or problems that could affect work area safety and eligibility
- Supervising the accurate measurement of load hauling compartments and accurately computing volume capacity in cubic yards (CY)
- Ensuring all monitors take adequate picture documentation for all leaner/hanger to assist in reconciliation
- Documenting and recording measurements and computations
- Documenting truck hauling compartment condition using digital photographs
- Preparing a master log book of all hauling equipment used by the County's debris removal contractor
- Compiling, reconciling, and documenting daily, in an electronic spreadsheet format, all eligible debris hauled by the debris removal contractor(s)

Debris Monitors

Consultant will provide trained debris monitoring personnel to oversee the loading of eligible debris at collection sites and verification of load capacity and documentation at designated temporary debris management or final disposal sites. Services include, but are not limited to:

Debris Loading Site Monitors

In order to obtain FEMA reimbursement, all loads must be monitored in the field by collection monitors. The consultant shall establish an accurate and complete load ticket process and provide collection monitors-staff to record required FEMA data. All field staff shall be equipped with the state of the art technology to ensure accuracy (pictures, locations, time amount, etc.). Consultant will perform on-site, street-level debris monitoring at all contractor loading sites to verify debris eligibility based on the monitoring contract's requirements and initiate debris removal documentation using load tickets. Services include, but are not limited to:

- Providing trained debris monitoring personnel at designated loading sites to check and verify information on debris removal operations
- Verify that all of the debris picked up is a direct result of the disaster.
- Verification that the contractor is working in their assigned contract areas.
- Ensuring compliance with contracts by all subcontractors.
- Maintain all photo documentation of the recovery work on a daily basis. All photos presented shall show the description in detail of hanger, stumps and leaner removal activities. The consultant shall ensure that a picture is provided for every leaner, stump, hanger, etc. In addition, the consultant shall ensure that random samples of hanger removal activities are performed.
- Monitoring collection activity of trucks
- Issuing load tickets at loading site for each load
- Checking the area for safety considerations such as downed power lines and children playing in area, and ensuring that traffic control needs are met and trucks and equipment are operated safely
- Ensuring that Freon-containing appliances are sorted and ready for Freon removal on-site or separating transport for Freon removal before final disposal

- Performing a pre-work inspection of areas to identify potential problems such as covered utility meters, transformers, fire hydrants, mail boxes, etc. to mitigate damage from loading equipment
- Documenting damage to utility components, driveways, road surfaces, private property, vehicles, etc., should it occur, with photographs (if possible, collect information about owner, circumstances of the damage [who, what, when, where] and report to field supervisor)
- Ensuring the work area is clear of debris to the specified level before equipment is moved to a new loading area
- Properly monitoring and recording performance and productivity of debris removal crew
- Remaining in regular contact with debris management/dispatch center or supervisor
- Ensuring that loads are contained properly before leaving the loading area
- Ensuring that only eligible debris is collected for loading and hauling
- Ensuring that only debris from approved public areas is loaded for removal
- Performing other duties from time to time as directed by the debris management project manager or designated debris management personnel

Debris Tower/Site Monitors

Consultant will provide debris tower and site monitors to verify estimated quantities of eligible debris hauled by contractor trucks and documented on load tickets. Services include, but are not limited to:

- Providing trained debris monitoring personnel to accurately measure load hauling compartments and accurately compute volume capacity in CY for all contractor trucks and trailers prior to commencement of debris hauling operations
- Documenting measurements and computations
- Completing record of contract haulers' cubic yardage and other recordkeeping as needed on the load ticket
- Initialing each load ticket before permitting trucks to proceed from the check-in area to the tipping area

- Remaining in regular contact with debris management/dispatch center or field supervisor
- Performing other duties as directed by the dispatch/staging operation, debris management project manager, or other designated personnel

Clerical/Data Entry Supervisor

Consultant will provide a clerical/data entry supervisor to coordinate data entry and information management systems. Services include, but are not limited to:

- Supervising the preparation of detailed estimates and submitting them to the County debris manager
- Implementing and maintaining an electronic, disaster debris data management system linking the load ticket and debris management site information, including reconciliation and photographic documentation processes
- Providing daily, weekly, or other periodic reports in electronic format for the County debris manager noting work progress and efficiency, current/revised estimates, project completion, and other schedule forecasts/updates

Clerical Staff/Data Entry Clerk

Consultant will provide clerical staff/data entry clerk(s) as required to enter load ticket information into the contractor's information management systems and to respond to specific directions from the data entry supervisor.

Disposal Site Monitoring

All debris collected and disposed of and certification of collection vehicles must be monitored and documented by the disposal site monitors.

The consultant shall provide disposal site monitors and spotters to observe unloading operation at the County's designated disposal sites. A minimum of two disposal site monitors are required per debris site. These staff members in conjunction with the project management team shall coordinate the logistics of the disposal site to ensure efficient traffic flow and proper handling of load tickets that record FEMA or FHWA data (such as vehicle fullness, type of waste, etc.). The consultant shall observe all vehicles entering and exiting the disposal site, ensuring all vehicles are in good repair and safe with secure side boards and have a tailgate. No vehicles will be allowed to enter the disposal site without a tailgate. Disposal site monitors shall also provide verification that all debris reduction and disposal sites have access control and security. Any household hazardous waste and e-waste items shall be collected at the curbside by the County's Household Hazardous Waste Contractor through the FEMA/FHWA certification process and tracking system.

The consultant shall, through the disposal site monitoring effort, measure each vehicle that will be picking up debris for volume and certify its capacity. This vehicle shall be monitored to determine fullness, type of waste, and point of origin. This certification process includes developing certification forms and documents to accurately measure the cubic yard volume to the nearest cubic yard of each vehicle. These forms shall show at a minimum the following

- a. Length
- b. Width
- c. Depth
- d. Gross volume in cubic yards
- e. Reduction areas such as wheel wells to reduce volume areas in cubic yards
- f. Net volume in cubic yards
- g. Tag number of vehicles
- h. Company vehicle number
- i. Driver of vehicle name (printed) and signature
- j. Disposal site monitor name (printed) and signature certifying vehicle
- k. Date

All debris hauling vehicles shall be certified prior to performing debris removal. The disposal monitor shall complete a certification on each vehicle. In addition to certifying the vehicle with the forms, photographs shall be taken of each vehicle showing the vehicle number and type of vehicle. These photographs shall be attached with the certification. Original copies of these certifications including photographs shall be retained by the consultant on behalf of the County (to be returned to the County upon project completion). Additional copies shall be provided to the debris removal contractor, the vehicle driver, and the consultant. Once these vehicles are certified, all volumes shall be electronically verified by the consultant within one (1) business day of the physical certification. Subsequent random verifications shall be performed once every two weeks on all vehicles, both electronically and manually by the consultant.

When a debris site monitor signs a vehicle certification or load ticket, he or she is certifying that **ALL** information on the document is completed and the volumes/measurements are correct. The debris site monitor should not sign or accept any partially completed information. Only completed tickets signed by a debris monitor will be paid by the County. Debris site monitor (s) shall verify, or calibrate, his or her debris removal vehicle load determinations with the FEMA or FHWA tower monitors on a daily basis. Disposal site monitors are expected to provide volume determination consistent with FEMA or FHWA.

Examples of disposal site monitoring tasks include but are not limited to:

- 1) Monitoring type of waste prior to entering disposal site.
- 2) Ensure type of waste is disposed in proper location.
- 3) Estimate the volume of loads on percentage basis of debris collection vehicles.
- 4) Performing vehicle certifications.
- 5) Ensuring the safety and security of the disposal site.
- 6) Certifying the completeness of all load tickets that enter into the disposal site.

7) Ensure only empty vehicles leave the disposal site.

Public Information Assistance

The consultant shall provide regular status updates to the County for public information use.

The consultant shall provide a minimum of two staff members to assist with public telephone inquiries and complaints. These staff members shall log all customer calls and maintain a status log toward the resolution of each call. This public information team shall log all damage complaints concerning the debris removal contractor(s) separately. These damage complaints shall be forwarded to project management team to be resolved with the contractor. A weekly log of such complaints and their resolution shall be provided to the County.

The consultant shall provide the County and the debris contractor with daily updates on the quantities of debris collected. Each daily report shall contain the following:

- 1) Contractor name
- 2) Contract number
- 3) FEMA/FHWA qualification
- 4) Reports and graphs to delineate production rates of crews and their equipment, progress by area and estimations of total quantities remaining, estimated time to completion, and daily cumulative cubic yards of debris removed, processed, and hauled.

This report is due no later than 10:00 a.m. the following business day or as requested by the County.

The consultant shall provide, weekly, a colored collection status map, electronically prepared. This map shall show areas currently collected as well as areas to be collected for the upcoming week. The map is due to the County by 12:00 p.m. noon every Monday. Maps shall be provided in various sizes and quantities as determined by the County.

Database Reporting

The consultant shall be responsible for collecting, auditing for completeness and accuracy, tabulating and organizing disposal data into required electronic FEMA/FHWA formats.

A single Microsoft database shall be created by the consultant. This database shall include all information on debris removal including but not limited to: load ticket information, vehicle certification information, stump removal information, hanger removal data, and leaner removal information and determination of pass status (i.e. push, first pass, second pass and subsequent passes. Any electronic reporting from this database

must be provided in either Adobe or Microsoft Excel. The database created by the consultant shall be given to the County at the conclusion of the event.

Payment Monitoring

The consultant shall review and validate debris removal contractor(s) invoices prior to submission to the County for processing and separating of FEMA and FHWA requirements.

All invoices from the debris removal contractor(s) shall be submitted to the monitoring consultant. Within seven (7) calendar days of receipt, the invoices shall be reviewed by the monitoring consultant to be accepted or rejected. The consultant shall issue in writing to the County and the debris contractor, the acceptance or rejection of the invoices. If the invoice is rejected, the letter shall state a detailed reason for the rejection. Only 100 percent accurate and completed invoices will be forwarded to the County for payment. The County shall provide a report weekly to the consultant. This report shall show all paid invoices with the invoice number and payment date.

Other Related Services:

Event Closure

The consultant shall assist the County in preparing final reports necessary for reimbursement by FEMA and other applicable agencies for disaster recovery efforts by County staff and designated debris removal contractors. The consultant shall assist in reviewing and processing requests for payment by the disaster debris removal contractors.

Federal Funding

To ensure that processing of Federal funding is done as quickly as possible, the following information and its accuracy is the responsibility of the consultant: invoices, monitoring information, reports, load tickets, payroll, equipment hours, certification and date of completion of first pass.

Compliance

The consultant shall provide professional oversight to ensure compliance with FDEP regulations, FDOT, FHWA, LCWA, NRCS, FDOH, and FEMA reporting requirements, and any other Federal, State, or Local regulation(s). The consultant shall stay current with FEMA, FDOT, FDEP, LCWA, NRCS, FDOH, and FHWA policies and procedures and notify the County immediately as changes occur.

The vendor shall ensure specific compliance when required by regulation or statute with all Federal or State regulatory requirements, specifically including but not limited to, the Buy America Act, the National Environmental Act (NEPA) of 1969, 49 CFR Part 26 regarding utilization of Disadvantaged Business Enterprises (DBEs), American with Disabilities Act (ADA) of 1990, the Equal Opportunity Act, 23 USC 114 regarding

prohibited use of convict labor, and all applicable regulation regarding prohibition of use of contractors which have been suspended or debarred.

Selected consultant shall check work in process to make sure that the proper work authorizations, permits and other prerequisites have been received.

Meetings with County Personnel

County personnel will conduct a kick-off meeting, with the Consultant when the contract is awarded.

The consultant shall meet with the County representatives and the contractor daily during a disaster. During periods without a disaster, the consultant shall meet with the County at least once a year at no cost. This meeting shall occur prior to the hurricane season.

Reporting to the County's Project Manager

The consultant shall contact Bay County's Project Manager, at a minimum, 24 hours prior to a hurricane event or immediately upon the occurrence of a major disaster event within Bay County in which there is no advance notification/warning. The consultant shall report to the designated County Project Manager within 8 hours of being given Notice to Proceed.

Note: The County shall appoint a Project Manager for each/any event and the Project Manager shall be the lead County representative during each/any event. The County Project Manager will be responsible for the management/process oversight tasks including but are not limited to the similar requirements of the Contractors Project Manager.

Debris Sites

The consultant shall ensure that site field monitors are deployed and operational commensurate with the beginning of debris collection and the establishment of debris sites.

EXHIBIT 2
SAMPLE TASK ORDER
TASK ORDER NO. _____ (To be assigned by County)

TITLE OF TASK ORDER

Notice to Proceed

You are hereby notified to commence work in accordance with this NOTICE TO PROCEED dated _____ and you are to complete work within _____ consecutive calendar days thereafter. The date of completion of all work is therefore, on or before _____.

Section I. BACKGROUND

As a result of (hurricane, tornado, flood, other natural disaster, public emergency) monitoring of disaster debris removal and disposal is required from County owned properties, roadways, right-of-ways, waterways, etc.

Section II. SCOPE OF SERVICES

Monitoring of disaster debris removal and disposal from County owned properties, roadways, right-of-ways, waterways, etc. as identified in contract 21-16 Disaster Debris Removal and Disposal Services

Section III. DELIVERABLES

All documentation necessary for reimbursement by FEMA.

Section VI. SCHEDULE

complete work within _____ consecutive calendar days thereafter. The date of completion of all work is therefore, on or before _____.

Section VII. METHOD OF COMPENSATION

In accordance with Contract 21-16 Disaster Debris Removal and Disposal Monitoring Services hourly pricing for a not to exceed fee of \$ _____.

CONTRACTOR

BAY COUNTY BOARD OF COUNTY
COMMISSIONERS

AUTHORIZED REPRESENTATIVE

AUTHORIZED REPRESENTATIVE

Date

Date

EXHIBIT 3
CONTRACTOR'S HOURLY PRICING

**REVISED PROPOSAL FORM
RFP 21-16**

This proposal of Thompson Consulting Services, LLC, ("Firm") organized and existing under the laws of the State of Delaware doing business as Limited Liability Company (Insert a corporation", "a partnership" or "an individual" as applicable), is hereby submitted to the Board of County Commissioners, Bay County, ("County").

In compliance with the Request for Proposals, this Firm proposes to perform all work as detailed in this solicitation.

By this Proposal, this Firm certifies, and in the case of a joint proposal each party certifies as to its own organization, that this proposal has been arrived at independently, without consultation, communication or agreement as to any matter relating to this solicitation with any other competitor.

Submitted By: Thompson Consulting Services, LLC
Name of Firm/Contractor Submitting This Bid

Bid Prepared By: Jon Hoyle
Name of Individual Who Prepared This Bid

Contact Email: jhoyle@thompsoncs.net

Address: 1135 Townpark Avenue, Suite 2101 Lake Mary, FL 32746

Phone: 407-792-0018

 3/24/2021
Signature of Authorized Representative of Firm/Contractor Date

SEAL: (If bid is by Corporation)



**REVISED PROPOSAL FORM (CON'T)
RFP 21-16**

PRICE SCHEDULE

Item #	Position	Estimated Project Hours*	Hourly Rate	Extended Cost
1	On-Site Project Manager	112	\$ 55.00	\$ 6,160.00
2	Debris Monitoring Field Supervisor	336	\$ 39.00	\$ 13,104.00
3	Debris Loading Site Monitors	840	\$ 30.00	\$ 25,200.00
4	Debris Tower Site Monitors	840	\$ 27.00	\$ 22,680.00
5	Clerical/Data Entry Supervisor	40	-	-
6	Clerical/Data Entry Clerk	250	-	-
Total Estimated Project Cost (for evaluation purposes only)				\$67,144.00
List other positions proposed and hourly rate (indicated if required or as-requested)				
Item #	Position	Hourly Rate	Required Position ✓	As Requested ✓
8	Automated Debris Management System	\$ 5.00	X	
9	Billing Invoice Analyst	\$ 50.00	X	
10	Funding Recovery Specialist	\$ 98.00		X
11	Funding Recovery Consultant	\$ 120.00		X
Identify added value benefits (pro bono) related to debris monitoring that your firm will provide				
Item #	Description			
12	Half-day debris management training session			
13	Participate in annual workshops or planning meetings with County representative and debris hauling and disposal contractor(s) to establish/review applicable policies and procedures.			

EXHIBIT 4 FEDERAL REGULATIONS CONTRACT REQUIREMENTS

FEDERAL EMERGENCY MANAGEMENT AGENCY

The supplemental conditions contained in this section are intended to cooperate with, to supplement, and to modify the general conditions and other specifications. In cases of disagreement with any other section of this contract, the Supplemental Conditions shall govern.

Contractor means an entity that receives a contract.

The services performed by the awarded Contractor shall be in compliance with all applicable grantor regulations/requirements, and additional requirements specified in this document. It shall be the awarded Contractor's responsibility to acquire and utilize the necessary manuals and guidelines that apply to the work required to complete this project. In general,

- 1)The contractor (including all subcontractors) must insert these contract provisions in each lower tier contracts (e.g. subcontract or sub-agreement);
- 2)The contractor (or subcontractor) must incorporate the applicable requirements of these contract provisions by reference for work done under any purchase orders, rental agreements and other agreements for supplies or services;
- 3)The prime contractor is responsible for compliance with these contract provisions by any subcontractor, lower-tier subcontractor or service provider.

FEDERAL CONTRACT PROVISIONS

1. **Conflict of Interest** - This Contract/Work Order is subject to chapter 112, F.S. The vendor shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a five percent (5%) interest in the Contractor's company or its affiliates.
2. **Discriminatory Vendors** – (1) No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance during the term of the contract. (2) Contractor shall disclose if they appear on the discriminatory vendor list. An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134, F.S. may not: 1) Submit a bid on an agreement to provide any goods or services to a public entity; 2) Submit a bid on an agreement with a public entity for the construction or repair of a public building or public work; 3)Submit bids on leases of real property to a public entity; or 4) Be

awarded or perform work as a consultant under an agreement with any public entity; or transact business with any public entity.

3. **Lobbying** - No funds received pursuant to this Agreement may be expended for lobbying the Federal or State Legislature, the judicial branch, or a federal or state agency. The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that: (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

4. **Record Retention** – A. The contractor shall maintain and retain sufficient records demonstrating its compliance with the terms of the Agreement for a period of at least five (5) years after final payment is made and shall allow the County, the State, or its authorized representatives access to such records for audit purposes upon request. B. In the event of litigation or settlement of claims arising from the performance of this contract, in which case contractor agrees to maintain same until the County, the FEMA Administrator, the Comptroller General of the United States, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related to the litigation or settlement of claims
5. **Diversity** – All contracting and subcontracting opportunities afforded by this solicitation/contract embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. Firms qualifying under this solicitation are encouraged to submit bids/proposals. Award of this contract

will be conditioned upon satisfying the requirements of this bid specification. These requirements apply to all bidders/offerors, including those who qualify as a Minority Business vendor. A list of minority owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.

- 6. Applicable Laws** - The contractor shall comply with all applicable federal, state and local rules and regulations in providing services to the Consortium. The contractor acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal, state and local health and safety rules and regulations and that FEMA financial assistance may be used to fund the contract. As such, the contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.
- 7. Administrative, Contractual, or Legal Remedies** - Unless otherwise provided in this contract, all claims, counter-claims, disputes and other matters in question between the local government and the contractor, arising out of or relating to this contract, or the breach of it, will be decided by arbitration, if the parties mutually agree, or in a Florida court of competent jurisdiction.
- 8. Patents and Data** - No reports, maps, or other documents produced in whole or in part under this contract shall be the subject of an application for copyright by or on behalf of the contractor. The grantor agency and the grantee shall possess all rights to invention or discovery, as well as rights in data which may arise as a result of the contractor's services.
- 9. Clean Air Act and Federal Water Pollution Control Act** - (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.* (2) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.* (3) The contractor agrees to report each violation to the Consortium member and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. (4) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.
- 10. Suspension and Debarment** (1) This contract is a covered transaction for purposes of 2 C.F.R.pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. (3) This certification is a material representation of fact relied upon by the

County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Florida Department of Emergency Management, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.” (5) The Contractor’s debarment and suspension status will be validated by the County at the System for Award Management at www.sam.gov and the State of Florida at: https://www.dms.myflorida.com/business_operations/state_purchasing/vendors/information/convicted_suspended_discriminatory_complaints_vendor_lists

- 11. Reporting** - The contractor will provide any information required to comply with the grantor agency requirements and regulations pertaining to reporting. It is important that the contractor is aware of the reporting requirements of the County, as the Federal or State granting agency may require the contractor to provide certain information, documentation, and other reporting in order to satisfy reporting requirements to the granting agency.
- 12. Access to Records** – (1) The contractor agrees to provide the County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. (3) The contractor agrees to provide the FEMA Administrator or his authorized representatives’ access to construction or other work sites pertaining to the work being completed under the contract.”
- 13. Energy Efficiency Standards** - The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
- 14. DHS Seal, Logo, and Flags** - “The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.”
- 15. No Obligation by Federal Government** - The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

16. Program Fraud and False or Fraudulent Statements or Related Acts - The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract."

17. Recovered Materials –

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.

18. Discriminatory Vendors List: In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

19. Contracting With Small And Minority Businesses, Women's Business Enterprises, And Labor Surplus Area Firms

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(c) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

20. Equal Opportunity Clauses

Compliance with Regulations: The contractor shall comply with the Acts and the Regulations relative to Nondiscrimination in federally-assisted programs, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the

failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

21. Contract Work Hours And Safety Standards Act 40 U.S.C. 3702 And 3704, As Supplemented By Department Of Labor Regulations (29 CFR Part 5)

Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

22. Rights To Inventions Made Under A Contract Or Agreement

If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

23. Byrd Anti-Lobbying Amendment 31 U.S.C. § 1352 (As Amended)

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

24. Prohibition on Contracting for Covered Telecommunications Equipment or Services

(a)*Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy, #405-143-1 Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services As used in this clause—

(b)*Prohibitions.*

(1)Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2)Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(i)Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(ii)Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services

as a substantial or essential component of any system, or as critical technology of any system;

(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

(1) This clause does not prohibit contractors from providing—

a. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

b. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

a. Covered telecommunications equipment or services that:

i. Are not used as a substantial or essential component of any system; and

ii. Are not used as critical technology of any system.

b. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph(e), in all subcontracts and other contractual instruments.

25. Domestic preferences for procurements

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**EXHIBIT 5
BAY COUNTY
INSURANCE REQUIREMENTS**

1. LOSS CONTROL/SAFETY

a. Precaution shall be exercised at all times by the Contractor for the protection of all persons, including employees, and property. The Contractor shall be expected to comply with all laws, regulations or ordinances related to safety and health, shall make special effort to detect hazardous conditions and shall take prompt action where loss control/safety measures should reasonably be expected.

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

2. DRUG FREE WORK PLACE REQUIREMENTS

All contracts with individuals or organizations that wish to do business with the Bay County Board of Commissioners, a stipulation will be made in the contract or purchase order that requires contractors, subcontractors, vendors or consultants to have a substance abuse policy. The employees of such contractors, subcontractors, vendors or consultants will be subject to the same rules of conduct and tests as the employees of the Bay County Board of Commissioners. In the event of an employee of a supplier of goods or services is found to have violated the Substance Abuse Policy, that employee will be denied access to the County's premises and job sites. In addition, if the violation(s) is/are considered flagrant, or the County is not satisfied with the actions of the contractor, subcontractor, vendor, or consultant, the County can exercise its right to bar all of the contractor's, subcontractor's, vendor's, or consultants employees from its premises or decline to do business with the contractor, subcontractor, vendor or consultant in the future. All expenses and penalties incurred by a contractor, subcontractor, vendor or consultant as a result of a violation of the County's Substance Abuse Policy shall be borne by the contractor, subcontractor, vendor, or consultant.

3. INSURANCE - BASIC COVERAGES REQUIRED

a. The Contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County, on policies and with insurers acceptable to the County. These insurance requirements shall not limit the liability of the Contractor. All subcontractors are subject to the same coverages and limits as the Contractor. The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the Contractor's interests or liabilities, but are merely minimums.

b. Except for workers' compensation and professional liability, the Contractor's insurance policies shall be endorsed to name the County as an additional insured to the extent of the County's interests arising from this agreement, contract, or lease.

c. Except for workers' compensation, the Contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

d. The Contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The Contractor is responsible for the amount of any deductible or self-insured retention.

e. Insurance required of the Contractor or any other insurance of the Contractor shall be considered primary, and insurance of the County shall be considered excess, as may be applicable to claims which arise out of the Hold Harmless, Payment on Behalf of the County, Insurance, Certificates of Insurance and any Additional Insurance provisions of this agreement, contract or lease.

f. **WORKERS' COMPENSATION COVERAGE**

The Contractor shall purchase and maintain workers' compensation insurance for all workers' compensation obligations imposed by state law and employer's liability limits of at least **\$500,000 each accident and \$500,000 each employee/\$500,000 policy limit for disease**. The Contractor shall also purchase any other coverages required by law for the benefit of employees. The Contractor shall provide to the County an Affidavit stating that he meets all the requirements of Florida Statute 440.02(14)(d).

g. **GENERAL, AUTOMOBILE AND EXCESS OR UMBRELLA LIABILITY COVERAGE**

The Contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the Commercial or Comprehensive General Liability and Business Auto policies of the Insurance Services Office. **Minimum limits of \$1,000,000 per occurrence** for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the Workers' compensation Coverage section) and the amount of coverage required.

h. **GENERAL LIABILITY COVERAGE**

Commercial General Liability - Occurrence Form Required
Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement contract or lease, and broad form property damage, and property damage resulting from explosion, collapse or underground (x,c,u) exposures. Coverage B shall include personal injury. Coverage C, medical payments, is not required.

i. **PRODUCTS/COMPLETED OPERATIONS**

The Contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

j. BUSINESS AUTO LIABILITY COVERAGE

Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

k. EXCESS OR UMBRELLA LIABILITY COVERAGE

Umbrella Liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages.

l. CERTIFICATES OF INSURANCE

1. Required insurance shall be documented in Certificates of Insurance which provide that the County shall be notified at least 30 days in advance of cancellation, nonrenewal or adverse change. The Certificate Holder will be addressed as the BAY COUNTY BOARD OF COMMISSIONERS, 840 W. 11th Street, Panama City, Florida 32401. All certificates, cancellation, nonrenewal or adverse change notices should be mailed to this address. Each Certificate will address the service being rendered to the County by the Contractor. **The County shall be named as an Additional Insured, Primary and Non-Contributory for both General Liability and Business Auto Liability with Waiver of subrogation included with respects to both General Liability and Business Auto.**

2. New Certificates of Insurance are to be provided to the County at least 15 days after coverage renewals.

3. If requested by the County, the Contractor shall furnish complete copies of insurance policies, forms and endorsements.

4. For the Commercial General Liability coverage the Contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of the liability coverage.

m. RECEIPT OF INSUFFICIENT CERTIFICATES

Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Contractor's obligation to fulfill the insurance requirements herein.

4. ADDITIONAL INSURANCE

If checked below, the County requires the following additional types of insurance.

Professional Liability/Malpractice/Errors or Omissions Coverage

The Contractor shall purchase and maintain professional liability or malpractice or errors or omissions insurance with minimum limits of \$1,000,000.00 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no

later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts.

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

Property Coverage for Leases

The Contractor shall procure and maintain for the life of the lease, all risk/special perils (including sinkhole) property insurance (or its equivalent) to cover loss resulting from damage to or destruction of the building and personal property/contents. The policy shall cover 100% replacement cost, and shall include an agreed value endorsement to waive coinsurance.

Commercial General Liability Increased General Aggregate Limit (or separate aggregate)

Because the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit of N/A is required by the County for this agreement or contract.

Liquor Liability

In anticipation of alcohol being served, the Contractor shall provide evidence of coverage for liquor liability in an amount equal to the general/umbrella/excess liability coverage. If the general liability insurance covers liquor liability (e.g. host or other coverage), the Contractor's agent or insurer should provide written documentation to confirm that coverage already applies to this agreement, contract or lease. If needed coverage is not included in the general/umbrella excess liability policy(ies), the policy(ies) must be endorsed to extend coverage for liquor liability, or a separate policy must be purchased to provide liquor liability coverage in the amount required.

Owners Protective Liability Coverage

For renovation or construction contracts the Contractor shall provide for the County an owners protective liability insurance policy (preferably through the Contractor's insurer) in the name of the County. This is redundant coverage if the County is named as an additional insured in the Contractor's Commercial General Liability insurance policy. However, this separate policy may be the only source of coverage if the Contractor's liability coverage limit is used up by other claims.

Builders Risk Coverage

Builders Risk insurance is to be purchased to cover subject property for all risks of loss (including theft and sinkhole), subject to a waiver of coinsurance, and covering off-site storage, transit and installation risks as indicated in the Installation Floater and Motor Truck Cargo insurance described hereafter, if such coverages are not separately provided. If flood and/or earthquake risks exist, flood and earthquake insurance are to be purchased. If there is loss of income, extra expense and/or expediting expense exposure,

such coverage is to be purchased. If boiler and machinery risks are involved, boiler and machinery insurance, including coverage for testing, is to be purchased.

The Builders Risk insurance is to be endorsed to cover the interests of all parties, including the County and all contractors and subcontractors. The insurance is to be endorsed to grant permission to occupy.

Installation Floater Coverage

Installation Floater insurance is to be purchased when Builder's Risk insurance is inappropriate, or when Builder's Risk insurance will not respond, to cover damage or destruction to renovations, repairs or equipment being installed or otherwise being handled or stored by the Contractor, including off-site storage, transit and installation.

The amount of coverage should be adequate to provide full replacement value of the property, repairs, additions or equipment being installed, otherwise being handled or stored on or off premises. All risks coverage is preferred.

Motor Truck Cargo Coverage

If the Installation Floater insurance does not provide transportation coverage, separate Motor Truck Cargo or Transportation insurance is to be provided for materials or equipment transported in the Contractor's vehicles from place of receipt to building sites or other storage sites. All risks coverage is preferred.

Contractor's Equipment Coverage

Contractor's Equipment insurance is to be purchased to cover loss of equipment and machinery utilized in the performance of work by the Contractor. All risks coverage is preferred. The contract may declare self-insurance for contractor equipment.

Fidelity/Dishonesty/Liability Coverage – Third Party

Fidelity/Dishonesty/Liability insurance is to be purchased or extended to cover dishonest acts of the Other Party's employees resulting in a loss to decedent, i.e. theft of valuables.

Fidelity/Dishonesty Coverage for Employer (Contractor)

Fidelity/Dishonesty insurance is to be purchased to cover dishonest acts of the Contractor's employees, including but not limited to theft of vehicles, materials, supplies, equipment, tools, etc., especially property necessary to work performed.

Fidelity/Dishonesty/Liability Coverage for County

Fidelity/Dishonesty/Liability insurance is to be purchased or extended to cover dishonest acts of the Contractor's employees resulting in loss to the County.

Electronic Data Liability Insurance

The Other Party shall purchase Electronic Data Liability with limits of

Garage Liability Coverage

Garage Liability insurance is to be purchased to cover the Contractor and its employees for its garage and related operations while in the care, custody and control of the County's vehicles.

Garage Keepers Coverage (Legal Liability Form)

Garage Keepers Liability insurance is to be purchased to cover damage or other loss, including comprehensive and collision risks, to the County's vehicles while in the care, custody and control of the Contractor. This form of coverage responds on a legal liability basis, and without regard to legal liability on an excess basis over any other collectible insurance.

Damage to Premises Rented/Leased to you- (Legal Liability Form)

Provide property coverage for leased premises due to liability incurred because the insured's negligence results in fire or explosion. Specified limit of liability required.

Watercraft Liability Coverage

Because the Contractor's provision of services involves utilization of watercraft, watercraft liability coverage must be provided to include bodily injury and property damage arising out of ownership, maintenance or use of any watercraft, including owned, non-owned and hired.

Coverage may be provided in the form of an endorsement to the general liability policy, or in the form of a separate policy coverage Watercraft Liability or Protection and Indemnity.

Aircraft Liability Coverage

Because the Contractor's provision of services involves utilization of aircraft, aircraft liability coverage must be provided to include bodily injury and property damage arising out of ownership, maintenance or use of any aircraft, including owned, non-owned and hired.

The minimum limits of coverage shall be _____ per occurrence, Combined Single Limits for Bodily Injury (including passenger liability) and Property Damage.

Pollution Legal Liability Coverage

Pollution legal liability insurance is to be purchased to cover pollution and/or environmental legal liability which may arise from this agreement or contract.

United States Longshoremen and Harbor workers Act Coverage

The Workers Compensation policy is to be endorsed to include United States Longshoremen and Harbor workers Act Coverage for exposures which may arise from this agreement or contract.

Jones Act Coverage

The Workers Compensation policy is to be endorsed to include Jones Act Coverage for exposures which may arise from this agreement or contract.



Bay County Board of County Commissioners Agenda Item Summary

Disaster Debris Removal & Disposal Monitoring Services

DEPARTMENT MAKING REQUEST/NAME:

General Services Don Murray, Director

MEETING DATE: 5/4/2021

REQUESTED MOTION/ACTION:

Board: a.) approve the disaster debris removal & disposal monitoring services consultant list; and b.) authorize the Chairman to execute a contract with each qualified consultant.

AGENDA

General
Services -
Consent

BUDGETED ITEM? N/A

BUDGET ACTION:

None needed.

FINANCIAL IMPACT SUMMARY STATEMENT:

The financial impact will be determined at the time of utilization of this contract. However, ultimately the cost of this contract would be offset by FEMA/State reimbursements under emergency declarations.

BACKGROUND:

Coastal Bay County is vulnerable to landing hurricanes or strong tropical storms five months out of every year. Advance preparations for these damaging meteorological events are prudent. Among the many concerns following a damaging storm is the removal of significant volumes of wind generated debris.

On February 26, 2021, Request for Proposals (RFP) 21-16 Disaster Debris Removal & Disposal Monitoring Services was advertised. Responses from seven (7) firms were received and opened on March 30, 2021. One (1) firm was deemed non-responsive. Staff evaluated the remaining six (6) firms and determined five (5) contractors qualified to perform disaster debris removal and disposal monitoring services.

Respondent	Average Score	Rank
Thompson Consulting Services, LLC	89	1
Rostan Solutions, LLC	87	2
Tetra Tech, Inc.	87	2
Eisman & Russo	84	3
Debris Tech	76	4
Brenco	64	5
Witt O'Brien's Inc.	Non-Responsive	

These Contracts will provide for contractors to perform disaster debris monitoring services in the event of a disaster and are standby contracts, with the contracted services only performed after

an approved "Work Authorization" and "Notice to Proceed" is delivered to the firm following a declared disaster.

Staff recommends the Board approve the disaster debris monitoring services consultant list, and authorize the Chairman to execute a contract with each qualified contractor. Contract 21-16 Disaster Debris Removal and Disposal Monitoring Services in substantial form is attached as Exhibit 1.

ATTACHMENTS:

Description	Type
Debris Monitoring Contract Exhibit 1	Exhibit



Purchasing Department
840 West 11th Street, Suite 2500
Panama City, FL 32401
Telephone: (850) 248-8270
Fax: (850) 248-8276

**BOARD OF COUNTY
COMMISSIONERS**

WWW.BAYCOUNTYFL.GOV

NOTICE OF AWARD

Thompson Consulting Services, LLC
Attn: Jon Hoyle, President
1135 Townpark Avenue, Suite 2101
Lake Mary, FL 32746

PROJECT DESCRIPTION: 21-16 DISASTER DEBRIS REMOVAL AND DISPOSAL MONITORING SERVICES

Bay County has considered the proposal submitted by you for the above described WORK in response to its Request for Proposals (RFP) 21-16 dated February 26, 2021. You are hereby notified that your proposal has been accepted.

You are required by the RFP to execute the Agreement and furnish the required certificates of insurance (naming Bay County BOCC as additional insured, primary, non-contributory with waiver of subrogation) within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and certificates of insurance within ten (10) calendar days from the date of this Notice, Bay County will be entitled to consider all your rights arising out of Bay County's acceptance of your proposal as abandoned. Bay County will be entitled to such other rights as may be granted by law.

Dated this 7th day of May, 2021.

BAY COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____

Title: Chief Procurement Officer

cc: Clerk

840 WEST 11TH STREET
PANAMA CITY, FL 32401

COMMISSIONERS:

TOMMY HAMM
DISTRICT I

ROBERT CARROLL
DISTRICT II

WILLIAM T. DOZIER
DISTRICT III

DOUGLAS MOORE
DISTRICT IV

PHILIP "GRIFF" GRIFFITTS
DISTRICT V

ROBERT J. MAJKA
COUNTY MANAGER

**LAKE POWELL
RESIDENTIAL GOLF
COMMUNITY DEVELOPMENT DISTRICT**

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**LAKE POWELL RESIDENTIAL GOLF
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
MARCH 31, 2022**

**LAKE POWELL RESIDENTIAL GOLF
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
MARCH 31, 2022**

	General Fund	Debt Service Fund Series 2012	Total Funds
ASSETS			
Operating accounts			
BB&T	\$ 156,930	\$ -	\$ 156,930
Wells Fargo - operating	720,235	-	720,235
Centennial Bank	257,147	-	257,147
FineMark			
Designated - stormwater compliance	127,064	-	127,064
Undesignated	121,747	-	121,747
FineMark - ICS	738,049	-	738,049
Investments			
Revenue	-	355,751	355,751
Reserve	-	198,913	198,913
Prepayment A	-	37,120	37,120
Due from governmental funds			
General fund	-	12,829	12,829
Deposits	1,705	-	1,705
Total assets	<u>\$ 2,122,877</u>	<u>\$ 604,613</u>	<u>\$ 2,727,490</u>
LIABILITIES & FUND BALANCES			
Liabilities:			
Accounts payable off-site	\$ 1,000	\$ -	\$ 1,000
Due to governmental funds			
Debt service	12,829	-	12,829
Total liabilities	<u>13,829</u>	<u>-</u>	<u>13,829</u>
Fund balances:			
Committed			
Disaster	250,000	-	250,000
District bridge projects	100,000	-	100,000
Road project 2022	150,000	-	150,000
Stormwater system upgrades	50,000	-	50,000
Restricted for:			
Debt service	-	604,613	604,613
Assigned to:			
3 months working capital	248,575	-	248,575
Unassigned	1,310,473	-	1,310,473
Total fund balances	<u>2,109,048</u>	<u>604,613</u>	<u>2,713,661</u>
Total liabilities and fund balances	<u>\$ 2,122,877</u>	<u>\$ 604,613</u>	<u>\$ 2,727,490</u>

**LAKE POWELL RESIDENTIAL GOLF
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
MARCH 31, 2022**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy	\$ -	\$ 580,381	\$ 670,801	87%
Interest & miscellaneous	45	201	1,000	20%
Revenue certificates	-	22,987	-	N/A
Total revenues	<u>45</u>	<u>603,569</u>	<u>671,801</u>	90%
EXPENDITURES				
Administrative				
Supervisors	861	4,091	5,000	82%
Management	2,596	15,576	31,153	50%
Accounting	918	5,506	11,012	50%
Assessment roll preparation	1,209	7,255	14,510	50%
Audit	-	7,500	7,500	100%
Legal	-	3,580	12,000	30%
Engineering	-	2,150	13,280	16%
Postage	146	366	1,775	21%
Telephone	88	525	1,050	50%
Website maintenance	-	-	750	0%
Insurance	-	7,135	7,500	95%
Printing and binding	125	750	1,500	50%
Legal advertising	-	391	2,500	16%
Other current charges	79	384	1,200	32%
Office supplies	-	-	500	0%
Special district annual fee	-	-	175	0%
Trustee	-	-	7,431	0%
Arbitrage	-	-	1,200	0%
Dissemination agent	83	500	1,000	50%
ADA website compliance	-	-	210	0%
Total administrative	<u>6,105</u>	<u>55,709</u>	<u>121,246</u>	46%

**LAKE POWELL RESIDENTIAL GOLF
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
MARCH 31, 2022**

	Current Month	Year to Date	Budget	% of Budget
Security				
Contractual rangers	10,952	57,689	153,000	38%
Total security	<u>10,952</u>	<u>57,689</u>	<u>153,000</u>	38%
Lake wetland & upland monitoring				
Mitigation and monitoring				
Prescribed fires and gyro mulching	-	-	46,050	0%
Ecologist	-	17,135	57,980	30%
Total lake wetland & upland monitoring	<u>-</u>	<u>17,135</u>	<u>104,030</u>	16%
Roadway services				
Roadway repairs and maintenance	-	24,825	63,700	39%
Roadway resurfacing	-	-	400,000	0%
Bridge repairs and maintenance	-	-	50,000	0%
Total roadway services	<u>-</u>	<u>24,825</u>	<u>513,700</u>	5%
Stormwater management				
Operations	-	-	17,250	0%
Pond aeration	105	5,903	30,000	20%
Electricity - lift stations	132	905	600	151%
Stormwater system repairs	-	5,750	18,000	32%
Total stormwater management	<u>237</u>	<u>12,558</u>	<u>65,850</u>	19%
Other charges				
Tax collector	-	11,608	13,975	83%
Total other charges	<u>-</u>	<u>11,608</u>	<u>13,975</u>	83%
Total expenditures	<u>17,294</u>	<u>179,524</u>	<u>971,801</u>	18%
Excess/(deficiency) of revenues over/(under) expenditures	(17,249)	424,045	(300,000)	
Fund balances - beginning	<u>2,126,297</u>	<u>1,685,003</u>	<u>1,511,302</u>	
Fund balances - ending				
Committed				
Disaster	250,000	250,000	250,000	
District bridge projects	100,000	100,000	100,000	
Road projects	150,000	150,000	150,000	
Storm system upgrades	50,000	50,000	50,000	
Assigned				
3 months working capital	248,575	248,575	248,575	
Unassigned	1,310,473	1,310,473	412,727	
Fund balances - ending	<u><u>\$2,109,048</u></u>	<u><u>\$2,109,048</u></u>	<u><u>\$1,211,302</u></u>	

**LAKE POWELL RESIDENTIAL GOLF
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
MARCH 31, 2022**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy	\$ -	\$ 372,047	\$ 430,016	87%
Interest	3	14	-	N/A
Assessment prepayments	-	12,960	-	N/A
Total revenues	<u>3</u>	<u>385,021</u>	<u>430,016</u>	90%
Debt service				
Principal	-	215,000	215,000	100%
Principal prepayment	-	10,000	-	N/A
Interest	-	91,763	177,881	52%
Total debt service	<u>-</u>	<u>316,763</u>	<u>392,881</u>	81%
Other charges				
Tax collector	-	7,440	8,959	83%
Total other charges	<u>-</u>	<u>7,440</u>	<u>8,959</u>	83%
Total expenditures	<u>-</u>	<u>324,203</u>	<u>401,840</u>	81%
Excess/(deficiency) of revenues over/(under) expenditures	3	60,818	28,176	
Fund balance - beginning	<u>604,610</u>	<u>543,795</u>	<u>573,429</u>	
Fund balance - ending	<u>\$ 604,613</u>	<u>\$ 604,613</u>	<u>\$ 601,605</u>	

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

Date	Principal	Interest Rate	Interest	Total Principal & Interest
11/01/2021	215,000.00	5.250%	92,912.50	307,912.50
05/01/2022	-	-	87,268.75	87,268.75
11/01/2022	225,000.00	5.250%	87,268.75	312,268.75
05/01/2023	-	-	81,362.50	81,362.50
11/01/2023	235,000.00	5.750%	81,362.50	316,362.50
05/01/2024	-	-	74,606.25	74,606.25
11/01/2024	250,000.00	5.750%	74,606.25	324,606.25
05/01/2025	-	-	67,418.75	67,418.75
11/01/2025	265,000.00	5.750%	67,418.75	332,418.75
05/01/2026	-	-	59,800.00	59,800.00
11/01/2026	280,000.00	5.750%	59,800.00	339,800.00
05/01/2027	-	-	51,750.00	51,750.00
11/01/2027	300,000.00	5.750%	51,750.00	351,750.00
05/01/2028	-	-	43,125.00	43,125.00
11/01/2028	315,000.00	5.750%	43,125.00	358,125.00
05/01/2029	-	-	34,068.75	34,068.75
11/01/2029	330,000.00	5.750%	34,068.75	364,068.75
05/01/2030	-	-	24,581.25	24,581.25
11/01/2030	355,000.00	5.750%	24,581.25	379,581.25
05/01/2031	-	-	14,375.00	14,375.00
11/01/2031	370,000.00	5.750%	14,375.00	384,375.00
05/01/2032	-	-	3,737.50	3,737.50
11/01/2032	130,000.00	5.750%	3,737.50	133,737.50
Total	\$ 3,270,000.00		\$ 1,177,100.00	\$ 4,447,100.00

**LAKE POWELL RESIDENTIAL GOLF
COMMUNITY DEVELOPMENT DISTRICT
RECONCILIATION OF STORMWATER COMPLIANCE MONIES
MARCH 31, 2022**

Beginning balance		\$ 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**

Payment Date	Property Location	Water	Sewer	Total	Balance Due	WO #
					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
	TURTLEBACK TRL, 1416	155.00	509.50	664.50		11073

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

Payment Date	Property Location	Water	Sewer	Total	Balance Due	WO #
	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	
03/04/19	WILD HERON WAY, 721	252.65	785.48	1,038.13	70,350.10	
	WILD HERON WAY, 717	249.55	884.55	1,134.10	69,216.00	
	WILD HERON WAY, 709	249.55	884.55	1,134.10	68,081.90	
	LOST COVE LN, 1616	98.95		98.95	67,982.95	
	TURTLE COVE CIR, 313	143.79	430.14	573.93	67,409.02	
	TURTLE COVE CIR, 304	39.46	352.87	392.32	67,016.69	
	WILD HERON WAY, 724	172.61	1,180.55	1,353.16	65,663.53	
	WILD HERON WAY, 728	172.61	1,180.55	1,353.16	64,310.37	
	WILD HERON WAY, 732	172.61	1,180.55	1,353.16	62,957.21	
05/15/19	LOST COVE LN, 1604	33.07		33.07	62,924.13	
	LOST COVE LN, 1612	174.06	1,037.85	1,211.91	61,712.22	
08/29/19	CITY OF PANAMA CITY	0.00	0.00	3,433.48	58,278.74	
04/23/20	CITY OF PANAMA CITY	0.00	0.00	6,445.02	51,833.72	
08/07/20	CITY OF PANAMA CITY	0.00	0.00	5,858.60	45,975.12	

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

Payment Date	Property Location	Water	Sewer	Total	Balance Due	WO #
11/19/20	CITY OF PANAMA CITY	0.00	0.00	66.17	45,908.95	
02/10/21	CITY OF PANAMA CITY	0.00	0.00	3,941.78	41,967.17	
04/05/21	CITY OF PANAMA CITY	0.00	0.00	5,709.60	36,257.57	
08/01/21	CITY OF PANAMA CITY	0.00	0.00	8,293.75	27,963.82	
10/17/21	CITY OF PANAMA CITY	0.00	0.00	10,411.99	17,551.83	
02/18/22	CITY OF PANAMA CITY	0.00	0.00	12,574.96	4,976.87	

**LAKE POWELL
RESIDENTIAL GOLF
COMMUNITY DEVELOPMENT DISTRICT**

8

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 April 4, 2022, at 3:00 p.m., Central Time, at the Boat House, 1110 Prospect Promenade, Panama City Beach, Florida 32413.

Present and constituting a quorum were:

David Dean	Chair
David Holt	Assistant Secretary
Jerry Robinson	Assistant Secretary

Also present were:

Cindy Cerbone	District Manager
Jamie Sanchez	Wrathell, Hunt and Associates, LLC (WHA)
Mike Burke	District Counsel
Robert Carroll	District Engineer
Bethany Womack	Ecologist/ District Operations Manager
Steven Undercoffer	Resident/POA President
Tom Kerins	Resident/Landscape Liaison
Sherri Mallory	Resident
Pete Mallory	Resident
Mark Brown	Resident
Joshua Verville	Resident
Andy Phillip	Resident
Frank Self	Resident

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Ms. Cerbone called the meeting to order at 3:15 p.m., Central Time.

Supervisors Dean, Holt and Robinson were present, in person. Supervisor Balduf was not present. One seat was vacant.

Ms. Cerbone issued a reminder regarding proper decorum during a governmental meeting. The purpose of the meeting is to discuss topics, activities, issues and nothing personal. If at any time, Ms. Cerbone or a Board Member feels the conversation is getting personal, the meeting would be recessed and reconvened. She urged all in attendance to be professional and polite and to make no personal attacks.

42 **SECOND ORDER OF BUSINESS**

Public Comment

43
44 No members of the public spoke.

45
46 **THIRD ORDER OF BUSINESS**

**Consideration of Appointment to Fill
Unexpired Term of Seat 5 [Term Expires
November 2022]**

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50 • **Candidates**

51 **A. Greg Hudson**

52 **B. Frank A. Self**

53 **C. Joshua Verville**

54 Mr. Dean nominated Mr. Frank Self to fill Seat 5. Ms. Cerbone shared Mr. Balduf's
55 feedback about the candidates and read the following emailed comments from Mr. Balduf:

56 "Mr. Verville was a good candidate based on his background in government and
57 budgeting; he is currently working with the POA financials, is well thought of in the
58 neighborhood and has multiple degrees that could help in respective two decisions. Mr. Self is
59 also on the POA Board, he is still relatively new to the neighborhood and occasionally being on
60 both Boards could be a plus or a minus. Mr. Hudson has a lot of POA experience, is also
61 relatively new to the neighborhood; not sure how familiar he is with CDDs."

62 No other nominations were made.

63
64 **On MOTION by Mr. Dean and seconded by Mr. Holt, with all in favor, the**
65 **appointment of Mr. Frank Self to Seat 5, Term Expires November 2022, was**
66 **approved.**

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68
69 **FOURTH ORDER OF BUSINESS**

**Administration of Oath of Office to Newly
Appointed Supervisor (the following will
be provided in a separate package)**

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71
72
73 Ms. Sanchez, a Notary of the State of Florida and duly authorized, administered the
74 Oath of Office to Mr. Self. The following documents were provided and briefly explained:

75 **A. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees**

76 **B. Membership, Obligations and Responsibilities**

77 **C. Financial Disclosure Forms**

78 **I. Form 1: Statement of Financial Interests**

79 II. Form 1X: Amendment to Form 1, Statement of Financial Interests

80 III. Form 1F: Final Statement of Financial Interests

81 D. Form 8B – Memorandum of Voting Conflict

82

83 **FIFTH ORDER OF BUSINESS**

**Consideration of Resolution 2022-01,
Designating Certain Officers of the District,
and Providing for an Effective Date**

84

85 Ms. Cerbone presented Resolution 2022-01. She stated that Mr. Balduf relayed his

86 recommendation to appoint Mr. Robinson as Chair. Mr. Dean recommended keeping the slate

87 as is and substituting Mr. Self for Mr. Starlin. He nominated the following slate of officers:

90	David Dean	Chair
91	Thomas Balduf	Vice Chair
92	Craig Wrathell	Secretary
93	Jerry Robinson	Assistant Secretary
94	David Holt	Assistant Secretary
95	Frank Self	Assistant Secretary
96	Cindy Cerbone	Assistant Secretary
97	Jamie Sanchez	Assistant Secretary

98 No other nominations were made.

99 Prior appointments by the Board for Treasurer and Assistant Treasurer remain
100 unaffected by this Resolution.

101

102 **On MOTION by Mr. Dean and seconded by Mr. Holt, with all in favor,
103 Resolution 2022-01, Designating Certain Officers of the District, as nominated,
104 and Providing for an Effective Date, was adopted.**

105

106

107 **SIXTH ORDER OF BUSINESS**

Updates

108

109 **A. Meter Installation Status with Gulf Power**

110 Ms. Womack stated the meter installation is pending; negotiations are ongoing.

111 **B. Consideration of Ryerson Electric Proposal to Install Power for Stormwater Pond**

112 **Aeration – Sawgrass, Marsh Rabbit, Dune Lake Trail and East and West Water Oak**

113 **Ponds**

114 Ms. Womack stated the original Lake Doctors proposal did not include the East Lake
115 Walk, West Lake Walk and Sawgrass ponds. There is a 20% increase over 2021; updated
116 proposals from Lake Doctors are pending. The Ryerson Electric proposal and a spreadsheet of
117 estimated costs for the remaining ponds were distributed. The original proposal was \$30,000.

118

119 **On MOTION by Mr. Dean and seconded by Mr. Robinson, with all in favor,**
120 **authorizing expenditures of a not-to-exceed amount of \$33,000 for the**
121 **electrical and aerators, was approved.**

122

123

124 **C. Consideration of Break N Ground Proposal for Box Culvert Seam Repair**

125 Ms. Womack presented the \$12,330 Break-N-Ground proposal.

126

127 **On MOTION by Mr. Robinson and seconded by Mr. Self, with all in favor, the**
128 **Break N Ground Proposal for box culvert seam repairs, in the amount of**
129 **\$12,330, was approved.**

130

131

132 **D. Environmental Permit Review of Manageable/Unmanageable Areas**

133 Referencing an area map, Ms. Womack reviewed the mitigation areas and the wetland
134 preservation areas and stated the CDD does not have authorization from the Department of
135 Environmental Protection (DEP) or the US Army Corps of Engineers (USACE) to manage the
136 preserves but could request approval from the agencies to address issues such as excessive
137 shrub growth. She discussed permitting and trimming guidelines.

138 Mr. Holt stated the Board wants the areas managed and needs a starting point. He
139 mentioned an \$18,000 quote and asked who is responsible for trimming overgrowth behind
140 residential properties. Mr. Burke stated, over the course of its operation and whether it is
141 managed or unmanaged, the CDD allowed vegetation to grow. As the CDD chose to allow
142 vegetation to grow in that fashion, it would be hard-pressed to make a determination on an
143 individual lot basis. If the CDD would like to change the process, it has the authority under the
144 permit to do so, within the guidelines of the permit.

145 Discussion ensued regarding why the CDD allowed vegetation to grow, the real estate
146 market, developing a management plan, Ms. Womack's research and a neighboring County's
147 program where the County splits bills with all homeowners who would benefit from a project.

148 Resident Sherri Mallory thanked Ms. Womack and the CDD for managing the area near
149 her home at Lakeside Lodges and for making the lake visible. Mr. Burke stated the Board needs
150 further discussion of this matter for a more in-depth examination of the remedies. Mr. Holt
151 would coordinate with Ms. Womack.

152

153 **SEVENTH ORDER OF BUSINESS**

**Discussion/Consideration of Focus
154 Landscaping Proposal for Black Out Mesh
155 on Fence in Maintenance Area
156**

157 Ms. Womack presented the Focus Lawn and Landscape proposal. Mr. Carroll asked if the
158 fence has flaps to withstand high winds, Ms. Womack replied affirmatively.

159

**On MOTION by Mr. Dean and seconded by Mr. Robinson, with all in favor, the
160 Focus Landscaping Proposal for black out mesh for the fence in the
161 maintenance area, was approved.
162**

163

164

- 165 ■ **Ecologist/Operations: Cypress Environmental of Bay County, LLC**

166 **This item, previously Item 20A, was presented out of order.**

167 Ms. Womack reported the following:

- 168 ➤ Two seven-gallon plants were installed around the aerators; one on each side.
- 169 ➤ The first cogongrass treatment on CDD property was completed. A second treatment
170 would likely be scheduled in June.

171

172 **EIGHTH ORDER OF BUSINESS**

**Discussion/Consideration of Updated
173 Landscape Agreement Regarding Tree
174 Removal
175**

176 Ms. Cerbone presented the updated CDD/POA Landscape Maintenance Agreement,
177 which was provided to District Counsel and the POA for review and feedback. The dead tree
178 policy would be addressed by adding verbiage stating “For tree removal it is necessary to
179 consult with the Ecologist.” Mr. Burke stated the POA had one change to the Agreement, which
180 was related to pump maintenance repair and replacement. If the Board is satisfied with the
181 exhibit, Staff could update the agreement.

182 Discussion ensued about the updated exhibit, landscape services, dead tree removal
183 and the POA. Ms. Cerbone suggested having a redline version of the existing agreement on the
184 next agenda. Mr. Burke, would coordinate with Mr. Dean and Staff to update the agreement.

185

186 **NINTH ORDER OF BUSINESS**

Continued Discussion/ Potential Land Swap with St. Joe

187

188

189 Mr. Burke reported the following:

190 ➤ He conferred with St. Joe’s Counsel regarding the potential land swap and the different
191 warranties that the CDD would make regarding the land.

192 ➤ The County understands that this would be a swap; the CDD would be swapping a
193 particular piece of property for the tennis courts.

194 ➤ The CDD is not making any guarantee that they can make any changes to it; it is up to
195 them to remove it from the Declaration.

196 ➤ St. Joe is making the same commitment to the CDD; the tennis courts are not covered
197 by anything that would not permit the CDD to do what it wants to do with it.

198 ➤ If the Board is still interested in the swap, discussions could commence.

199 Mr. Burke asked if the CDD would manage the tennis courts or contract with the POA to
200 manage it. Managing the tennis courts, establishing fees, land development, obtaining a
201 proposal and inviting representatives from St. Joe to the next meeting, were discussed.

202 **The meeting recessed at 4:29 p.m. and reconvened at 5:43 p.m.**

203

204 **TENTH ORDER OF BUSINESS**

Continued Discussion: Lease Agreement with POA for Boat House Regarding Drop Down Request

205

206

207

208 **A. Consideration of Drop-Down Proposals**

209 **B. Consideration of Lease Agreement**

210 Ms. Cerbone stated that Mr. Robinson would discuss the proposal. Regarding the draft
211 lease agreement, Mr. Burke stated the concept is that the CDD will lease it to the POA for the
212 lifetime of the panels. A 15-year life would equate to a 15-year lease and the CDD will be
213 obligated to make improvements of \$100. He asked who will maintain the panels after the CDD
214 has them installed. He reviewed his questions about “Uses” and “Utilities” and asked if the
215 CDD would move forward with the panels and approve the cost.

216 Mr. Robinson distributed information and reviewed the panel installation data, panel
217 options, panel details, contractor, structural repairs to the boat house before panel installation,
218 cost estimates and which entity is responsible for the structural repairs to the boat house.

219 Mr. Dean thought the POA should be responsible for the structural repairs.

220 Discussion ensued regarding the structural repair costs, responsibility for structural
221 repairs, POA renovating the boat house, sulfur shades, mechanical versus electrical panels and
222 cost savings. Mr. Burke would contact St. Joe's Counsel and work on a lease agreement.

223 Ms. Cerbone stated this item would be carried over to the next meeting.

224

225 **ELEVENTH ORDER OF BUSINESS**

**Continued Discussion: Engagement of Firm
for Debris Removal Monitoring and Filing
FEMA Requests for Reimbursements**

226

227

228

229 Ms. Cerbone stated that Staff contacted Bay County regarding their debris removal firm
230 and a response from Panama City Beach regarding FEMA filing was pending.

231

232 **TWELFTH ORDER OF BUSINESS**

**Consideration of Proposal for Stormwater
Management Needs Analysis Report**

233

234

235 **A. Consideration of District Engineer Work Authorization**

236 Mr. Carroll stated preparation of the Stormwater Needs Analysis Report is underway
237 and would be completed in May. Ms. Cerbone presented the \$2,500 Work Authorization.

238

239 **On MOTION by Mr. Robinson and seconded by Mr. Dean, with all in favor, the**
240 **Proposal for Stormwater Management Needs Analysis Report in a not to**
241 **exceed amount of \$2,500, was approved.**

242

243

244 **B. Discussion: Potential Conversion of Stormwater Drainage Facilities to CDD**

245 Mr. Burke recalled discussions about the CDD taking over all stormwater facilities in the
246 development and stated he does not recommend taking title of the stormwater facilities from
247 the POA to the CDD. The CDD could enter into an agreement to manage those facilities for the
248 POA and Mr. Carroll and Ms. Womack could monitor the entire system and determine the
249 needed repairs and the CDD would bill the POA for the shared expense.

250 Discussion ensued regarding the origin of the drainage issues, CDD obligations versus
251 POA responsibilities, roads, landscaping, e dry ponds and oversight services of the District

252 Engineer and Ecologist. Ms. Cerbone stated the action item is that the Mr. Burke would draft an
253 agreement with the POA for stormwater management oversight.

254

255 **THIRTEENTH ORDER OF BUSINESS**

**McNeil Carroll Engineering, Inc., Work
256 Authorization Indicating Lump Sum
257 Payment for Services Described in Notice**

258

259 Ms. Cerbone presented the Work Authorization. The following adjustment would be
260 made to the fixed price:

261 Compensation: Change “\$1,000 per month” to “lump sum of \$13,280”

262

263 **On MOTION by Mr. Dean and seconded by Mr. Self, with all in favor, the**
264 **McNeil Carroll Engineering, Inc., Work Authorization for Engineering services,**
265 **as amended, was approved.**

266

267

268 **FOURTEENTH ORDER OF BUSINESS**

**Discussion: Letter Regarding Driveway
269 Culverts on Sweet Bay Trail and Marsh
270 Rabbit Run**

271

272 • **Ex: 1511 Sweet Bay Trail**

273 Mr. Carroll discussed a landscape architect proposal to repair a drainage culvert issue.
274 Staff reviewed the plan and recommended a pipe of at least 18”. Mr. Holt explained the work
275 to be done. Mr. Holt discussed another drainage issue at the home of Mr. Andy Phillips. When
276 the home was completed in 2016, there was a final checklist by the Architectural Review Board
277 (ARB) and the Compliance Officer and all drainage was signed off on by the ARB as satisfactory
278 but there is a drainage issue. The contractor and landscape architect are no longer allowed to
279 work in the community because of past issues. He stated that Mr. Phillip intends to commence
280 a \$30,000 landscape renovation and asked which entity is responsible for drainage repairs. Mr.
281 Burke stated that the CDD is not obligated to resolve the issue but it could contribute to the
282 repairs since there is an issue with not following up on the permitting; however, the legal
283 standard is that the homeowner is responsible for the repairs, not the CDD.

284 The CDD’s and the homeowner’s options, swales, cost to replace the drainage pipe, the
285 POA and the ARB, were discussed. Mr. Carroll would contact Mr. Phillips regarding drainage
286 repair options and report his findings at the next meeting.

287

288 **FIFTEENTH ORDER OF BUSINESS**

Presentation of Audited Financial Statements for Fiscal Year Ended September 30, 2021, Prepared by Carr, Riggs & Ingram, LLC

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290
291
292

293 Ms. Cerbone presented the Audited Financial Report for the Fiscal Year Ended
294 September 30, 2021. There were no findings, recommendations, deficiencies on internal
295 control or instances of non-compliance; it was a clean audit.

296

297 **SIXTEENTH ORDER OF BUSINESS**

Consideration of Resolution 2022-03, Hereby Accepting the Audited Financial Statements for the Fiscal Year Ended September 30, 2021

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302 Ms. Cerbone presented Resolution 2022-03.

303

On MOTION by Mr. Dean and seconded by Mr. Robinson, with all in favor, Resolution 2022-03, Hereby Accepting the Audited Financial Statements for the Fiscal Year Ended September 30, 2021, was adopted.

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309 **SEVENTEENTH ORDER OF BUSINESS**

Consideration of Resolution 2022-04, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2022/2023 and Providing for an Effective Date

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316 Ms. Cerbone presented Resolution 2022-04. The following would be added to the Fiscal
317 Year 2023 Meeting Schedule:

318 DATES: Insert October 3, 2022, December 5, 2022, February 6, 2023, March 6, 2023,
319 April 3, 2023, May 1, 2023, June 5, 2023 and August 7, 2023

320 TIME: Insert "3:00 PM"

321

On MOTION by Mr. Self and seconded by Mr. Dean, with all in favor, Resolution 2022-04, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2022/2023, as amended, and Providing for an Effective Date, was adopted.

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328 EIGHTEENTH ORDER OF BUSINESS

Acceptance of Unaudited Financial Statements as of February 28, 2022

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Ms. Cerbone presented the Unaudited Financial Statements as of February 28, 2022.

On MOTION by Mr. Robinson and seconded by Mr. Dean, with all in favor, the Unaudited Financial Statements as of February 28, 2022, were accepted.

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337 NINETEENTH ORDER OF BUSINESS

Approval of March 7, 2022 Regular Meeting Minutes

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Ms. Cerbone presented the March 7, 2022 Regular Meeting Minutes.

On MOTION by Mr. Robinson and seconded by Mr. Self, with all in favor, the March 7, 2022 Regular Meeting Minutes, as presented, were approved.

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346 TWENTIETH ORDER OF BUSINESS

Staff Reports

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348

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

This item was presented following the Seventh Order of Business.

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

There was no report.

351

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

There was no report.

353

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

- 355 • **NEXT MEETING DATE: May 2, 2022 at 3:00 P.M. (Central Time)**
- 356 • **QUORUM CHECK**

The next meeting will be held on May 2, 2022.

357
358

359 TWENTY-FIRST ORDER OF BUSINESS

Board Member Comments

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Mr. Holt commented that the meeting was lengthy and productive.

362

In response to Mr. Dean’s questions about back taxes on a particular property, Mr.

363

Burke stated St. Joe owned the property while the taxes were accruing. Ms. Mallory stated the

364 POA paid the property owner \$2,200 on the closing statement and requested reimbursement of
365 those funds. Mr. Burke stated the POA is not subject to the CDD ad valorem assessments.

366

367 **On MOTION by Mr. Dean and seconded by Mr. Holt, with all in favor,**
368 **reimbursing the POA \$2,200, subject to Staff review, was approved.**

369

370

371 **TWENTY-SECOND ORDER OF BUSINESS**

Public Comments

372

373 A resident commented about several cracks in the sidewalks and asked who is
374 responsible for sidewalk maintenance along the CDD roads. Mr. Burke stated, if it is within the
375 CDD right-of-way (ROW), it is a CDD obligation.

376 Discussion ensued regarding the sidewalks, surveys, storm drains, finance questions and
377 scheduling a joint CDD/POA meeting.

378 Mr. Carroll would give the POA color-coded maps/survey designations.

379

380 **TWENTY-THIRD ORDER OF BUSINESS**

Action Item Recap

381

382 Ms. Cerbone recapped the following:

- 383 ➤ Ms. Cerbone to include full redline Landscape Agreement in the next agenda.
- 384 ➤ Mr. Burke to coordinate with Mr. Dean and District Staff to update the Agreement.
- 385 ➤ Mr. Burke to confer with St. Joe’s Counsel regarding inviting County Officials to the next
386 meeting or obtain a proposal.
- 387 ➤ Ms. Cerbone to include the Boat House Lease Agreement on the next agenda.
- 388 ➤ Mr. Burke to draft Stormwater Drainage Facilities Oversight & Management Agreement.
- 389 ➤ Ms. Womack to continue review of managed and unmanaged areas and contact DEP.
- 390 ➤ Mr. Carroll to contact Mr. Phillips about drainage repair options and report his findings
391 at the next meeting.
- 392 ➤ Mr. Carroll to give the POA color-coded maps/survey designations.

393

394 **TWENTY-FOURTH ORDER OF BUSINESS**

Adjournment

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397 **On MOTION by Mr. Holt and seconded by Mr. Robinson, with all in favor, the**
398 **meeting adjourned at 6:26 p.m., Central Time.**

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Secretary/Assistant Secretary

Chair/Vice Chair

**LAKE POWELL
RESIDENTIAL GOLF
COMMUNITY DEVELOPMENT DISTRICT**

9D

LAKE POWELL RESIDENTIAL GOLF COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2021/2022 MEETING SCHEDULE		
LOCATION		
<i>Boat House, 1110 Prospect Promenade, Panama City Beach, Florida 32413</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 4, 2021 CANCELED	Regular Meeting	3:00 P.M. (Central Time)
November 1, 2021	Regular Meeting	3:00 P.M. (Central Time)
November 8, 2021	Continued Regular Meeting	3:00 P.M. (Central Time)
December 6, 2021 CANCELED	Regular Meeting	3:00 P.M. (Central Time)
January 24, 2022	Regular Meeting	10:00 AM (Central Time)
March 7, 2022	Regular Meeting	3:00 P.M. (Central Time)
April 4, 2022	Regular Meeting	3:00 P.M. (Central Time)
May 2, 2022	Regular Meeting	3:00 P.M. (Central Time)
June 6, 2022	Regular Meeting	3:00 P.M. (Central Time)
August 1, 2022	Public Hearing & Regular Meeting	3:00 P.M. (Central Time)