

## ZOOM VIRTUAL MEETING NOTICE

### INSTRUCTIONS FOR PUBLIC VIEWING AND PARTICIPATION

#### CITY OF JACKSONVILLE BEACH CITY COUNCIL MEETING

AUGUST 17, 2020, AT 7:00 P.M.

(NO PHYSICAL LOCATION)

Due to the current restrictions and limitations for social distancing and gatherings surrounding the COVID-19 crisis, the August 17, 2020, City of Jacksonville Beach, City Council meeting will be conducted in a modified manner. The meeting will be conducted virtually, utilizing Zoom technology and webinar capabilities. The City is providing numerous additional technological options for public attendance and participation in the meeting.

Governor DeSantis' Executive Order No. 20-150, extended the Governor's authorization for local government bodies to continue to conduct meetings without an in-person quorum at any specific location, and to hold meetings using communications media technology (CMT). On April 6, 2020, the City of Jacksonville Beach City Council approved at their public meeting the use of CMT and alternative start times to conduct Council meetings and briefings. The following CMT options are available to participate, view and listen to the August 17, 2020, City Council meeting:

**1. View and listen to a Livestream of the meeting online:**

- Access the meeting by visiting the [City of Jacksonville Beach YouTube Channel: https://www.youtube.com/channel/UCBvNLjCCZtu9PWDV41cR6-Q](https://www.youtube.com/channel/UCBvNLjCCZtu9PWDV41cR6-Q)
- View the Livestream via Zoom technology: <https://us02web.zoom.us/j/89767524156>

**2. Listen to the meeting via phone:**

- Dial 1-301-715-8592
- Webinar ID: 897 6752 4156
- There is no participant ID number. If you are asked for this, press #. When dialing in by phone, your line will be automatically muted for the duration of the meeting, unless you have pre-registered to speak. (Instructions for pre-registration are below.)

**3. Hearing or speech impaired access:**

- Contact the agency using the Florida Relay Service: 1-800-955-8771 (TDD) or 1-800-955-8770 (Voice).

**4. Submit questions and comments concerning a scheduled agenda item or for the Courtesy of the Floor portion of the Agenda:**

- You may provide written comments by:
  - Emailing the City Clerk, Laurie Scott, at [cityclerk@jaxbchfl.net](mailto:cityclerk@jaxbchfl.net); or
  - Via U.S. mail to City Clerk, City Hall, 11 N. 3rd Street, Jacksonville Beach, FL 32250; or
  - Place a copy of your comments in the drop box at the main entrance of City Hall.
- Provide your full name and address, and if you are a city business owner, list the business name and address.
- You may also submit a Public Comment Submission Form on the City of Jacksonville Beach website. Fill out the form at [this link](https://bit.ly/COJBvirtualmeeting) to have your comments read during the meeting: <https://bit.ly/COJBvirtualmeeting>. Comments on an action item and comments for Courtesy of the Floor will be read into the record. Submissions will be provided to the Council. All Submissions are a public record.

- Written comments will be read into the record at the appropriate time. All other written comments received by the deadline will be distributed to the Mayor and City Council members and the appropriate staff before the start of the meeting. Comments received through these CMT options will be read into the record by the City Clerk or City Attorney. Written comments will be limited to three (3) minutes of reading time.
- Members of the public may also opt to comment via dialing in or utilizing Zoom technology, but to do this, they **must register in advance**. To register, fill out the form at this link: <https://bit.ly/COJBvirtualmeeting>.
  - It is requested that members of the public register by noon on Monday, August 17, 2020.
  - Speakers will be limited to three (3) minutes.
  - To either dial in or use Zoom technology, speakers need to ensure they have proper working equipment. For dialing in, a telephone with audio/speaker and microphone capabilities is required. For participation utilizing Zoom technology, smart technology (smartphone/tablet/laptop/desktop) should be equipped with both microphone and speaker capabilities. It is up to each speaker to test the functionality of their equipment before the meeting starts. If the speaker's equipment is not working correctly during the meeting, the speaker will be unable to participate.
  - To check technological requirements and to test your technology, visit the Zoom web site here: <https://support.zoom.us/hc/en-us/articles/201362023-System-Requirements-for-PC-Mac-and-Linux>
  - To download Zoom applications, click here: <https://zoom.us/download>
    - For the purposes of this meeting, speakers will be clicking **“Download”** under **“Zoom Client for Meetings”** (using a PC or MAC) *or* choosing your mobile device platform under **“Zoom Mobile Apps.”**
- The email address and the online comment form will remain open during the meeting to accept comments to be read into the record up until 5 minutes before a particular agenda item is addressed by the Mayor. Public comments for Courtesy of the Floor will be accepted until 5 minutes before the Mayor opens that portion of the meeting.
- For additional information or assistance, please contact the following people prior to the meeting:
  - For public comment questions: Laurie Scott, City Clerk, [cityclerk@jaxbchfl.net](mailto:cityclerk@jaxbchfl.net) or (904) 247-6299.
  - For questions on connecting to or using CMT or Zoom for the meeting: Jacob Board, Communications Manager, [jboard@jaxbchfl.net](mailto:jboard@jaxbchfl.net), or (904) 247-4036.

### NOTICE

*In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing a special accommodation to participate in this meeting should contact the City Clerk's Office at (904) 247-6299, no later than one business day before the meeting.*

*In accordance with Section 286.0105, Florida Statutes, any person desirous of appealing any decision reached at this meeting may need a record of the proceedings. Such person may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.*



**Agenda**  
**City Council**

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**Monday, August 17, 2020**

**7:00 PM**

**Via Video Conference**

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**MEMORANDUM TO:**

The Honorable Mayor and  
Members of the City Council  
City of Jacksonville Beach, Florida

Council Members:

The following Agenda of Business has been prepared for consideration and action at the Regular Meeting of the City Council.

**OPENING CEREMONIES: INVOCATION, FOLLOWED BY SALUTE TO THE FLAG**

**CALL TO ORDER**

**ROLL CALL**

**APPROVAL OF MINUTES**

- 20-148 Budget Showcase held on July 31, 2020
- 20-149 Budget Workshop held on August 3, 2020
- 20-150 Council Briefing held on August 3, 2020
- 20-151 Regular Council Meeting held on August 3, 2020
- 20-152 Budget Workshop held on August 4, 2020

**ANNOUNCEMENTS**

**COURTESY OF THE FLOOR TO VISITORS**

**MAYOR AND CITY COUNCIL**

- 20-153 Proclamation – Florida Lineworker Appreciation Day
- 20-154 Proclamation – 19<sup>th</sup> Amendment - 100<sup>th</sup> Anniversary of Women’s Right to Vote

**CITY CLERK****CITY MANAGER**

- 20-155** Accept/Reject the Financial Reports for the Month of July 2020
- 20-156** Approve/Disapprove Construction Services in the Amount of \$36,790.00 to Allow Flo Power LLC to Complete Work Associated with Sampson 230kV Breakers 8W40 & 8W71 Via ITB FMPA 2019-034
- 20-157** Approve/Disapprove Additional Funding From the Water and Sewer Utility Fund Operating Reserves to Complete the FY 2020 Sewer Line Rehabilitation Project
- 20-158** Award/Reject Proposal Number 04-1920, Debris Monitoring Services, to Debris Tech, LLC for a Five (5) Year Contractual Agreement

**RESOLUTIONS**

- 20-159** RESOLUTION NO. 2059-2020

A RESOLUTION APPROVING TWO PERPETUAL EASEMENTS BETWEEN THE CITY OF JACKSONVILLE BEACH, FLORIDA, AND THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, FOR USE OF THE CITY RIGHT-OF-WAY TO FACILITATE AN FDOT PEDESTRIAN SAFETY IMPROVEMENT PROJECT ALONG STATE ROAD A1A AT 15TH AVENUE NORTH; PROVIDING FOR LEGISLATIVE FINDINGS, PUBLIC PURPOSES, DELEGATION OF AUTHORITY AND RESPONSIBILITY, CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

- 20-160** RESOLUTION NO. 2060-2020

A RESOLUTION BY THE CITY OF JACKSONVILLE BEACH, FLORIDA, ADOPTING A POLICY FOR THE CITY COUNCIL TO REVIEW AND APPROVE REQUESTS FOR HONORARY STREET NAME DESIGNATION; PROVIDING FOR ADOPTION OF RECITALS, REPEAL OF PRIOR INCONSISTENT RESOLUTIONS AND COUNCIL DECISIONS, SEVERABILITY AND AN EFFECTIVE DATE.

- 20-161** RESOLUTION NO. 2061-2020

A RESOLUTION BY THE CITY OF JACKSONVILLE BEACH, FLORIDA, ADOPTING A POLICY FOR CITY COUNCIL TO REVIEW AND APPROVE REQUESTS FOR NAMING AND RENAMING CITY BUILDINGS AND FACILITIES; PROVIDING FOR ADOPTION OF RECITALS, REPEAL OF PRIOR INCONSISTENT RESOLUTIONS AND COUNCIL DECISIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

**ORDINANCES****20-162** ORDINANCE NO. 2020-8146 (Second Reading)

AN ORDINANCE TO AMEND PLANNED UNIT DEVELOPMENT: PUD ORDINANCE NUMBER 2019-8121, ESTABLISHING A PLANNED UNIT DEVELOPMENT: PUD ZONING DISTRICT, SUPPLEMENTING THE COMPREHENSIVE ZONING REGULATIONS AND ZONING ATLAS FOR THE CITY OF JACKSONVILLE BEACH, FLORIDA, AS PROVIDED UNDER CHAPTER 34 OF THE CODE OF ORDINANCES OF SAID CITY. **(Pablo Hamlet Senior Living)**

**20-163** ORDINANCE NO. 2020-8147 (First Reading) (Public Hearing)

AN ORDINANCE TO AMEND AND REVISE CHAPTER 19 – NUISANCES OF THE CITY OF JACKSONVILLE BEACH CODE OF ORDINANCES, TO REFLECT BEST PRACTICES, REGULATIONS, STANDARDS, AND PROCEDURES FOR CODE ENFORCEMENT OF PUBLIC NUISANCE ABATEMENT; PROVIDING FOR LEGISLATIVE FINDINGS, REPEAL OF CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

**20-164** ORDINANCE NO. 2020-8148 (First Reading) (Public Hearing)

AN ORDINANCE TO CREATE CHAPTER 20 “PARKS, RECREATION, AND BEACH”, AND ASSOCIATED SECTIONS OF THE CODE OF ORDINANCES OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, TO PROVIDE UNIFORM AND PARK SPECIFIC CODIFIED LOCAL LAWS, RULES, AND REGULATIONS AND SPECIFIED AUTHORITY AND ENFORCEMENT ACTIONS CONCERNING THE CITY’S PARKS, PARK PROPERTIES, AND BEACH; PROVIDING FOR LEGISLATIVE FINDINGS, REPEAL OF CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

**ADJOURNMENT****NOTICE**

*In accordance with Section 286.0105, Florida Statutes, any person desirous of appealing any decision reached at this meeting may need a record of the proceedings. Such person may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.*

*In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing a special accommodation to participate in this meeting should contact the City Clerk’s Office at (904) 247-6299, no later than one business day before the meeting.*

*You may use this website <http://www.jacksonvillebeach.org/publichearinginfo> to find information concerning the hearing process. This information is also available in the City Hall first floor display case.*

**City of Jacksonville Beach**  
**Minutes of Fiscal Year 2021 Council Budget Showcase**  
**Friday, July 31, 2020 – 2:00 P.M.**  
**Via Video Conference**

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The Council Budget Showcase began at 2:00 P.M. via video conference.

City Council Members in attendance:

Mayor: William C. Latham

Council Members: Keith Doherty (absent) Georgette Dumont Sandy Golding  
Christine Hoffman Cory Nichols (absent) Phil Vogelsang (absent)

**Fiscal Year 2021 City Council Budget Showcase**

**Budget Overview**

City Manager Mike Staffopoulos, along with department heads, presented an overview of the proposed Fiscal Year 2021 budget. [copy of PowerPoint presentations on file]

Mr. Staffopoulos summarized the City's financial condition. The City would hold the millage rate at \$3.9947, and the \$164,394,450 proposed budget for 2021 is less than 0.5% higher than the current fiscal year. Utility debt would be paid off in October 2020. Electric rates have been reduced by \$28 per 1,000 kilowatt-hours since March 2010, and Garbage and Stormwater rates have not been raised in more than 25 years.

Mr. Staffopoulos further discussed budget concerns, including rising pension costs and competitive wages. The City's actions and information regarding the General Fund were discussed.

**Beaches Energy Services (BES) projects:**

Electrical Engineering Project Supervisor Matt Seeley reviewed the City Communication Infrastructure project. Mr. Seeley stated the project's objectives are as follows:

- Restore full functionality of existing fiber mesh network
- Provide communication system for the barrier island
- Provide platform for future smart city communications

Electrical Engineer Jamison Parker reviewed the improvements at the Sampson Substation, including using an Engineer, Procure and Construct (EPC) contractor for the substation project delivery. Mr. Parker discussed the benefits of using the EPC concept.

**Parks and Recreation**

Golf Course Superintendent Trevor Hughes reviewed the Urban Trails Project. The project was defined as the following:

- A citywide network of non-motorized multi-use pathways that are used by bicyclists, walkers, and runners for both transportation and recreation purposes.

Mr. Hughes reviewed the goals, possible amenities, and the budget strategy of the project.

### **Community Redevelopment**

Director of Planning and Development Bill Mann provided an update regarding the new Redevelopment/Program Manager position. Mr. Mann stated Gilmore Hagan Partners was hired in June 2020 to create/refine a job description and would also create a work program for the new position.

Mr. Mann reviewed the CRA (Community Redevelopment Agency) priorities for the Downtown and the South Beach areas as follows:

- Dix.Hite + Partners Lighting, Art, Bike parking, Wayfinding signage and Street furnishing master plans
- Design of new Pier entryway area
- South Beach Parkway roadway/stormwater improvements
- South Beach Park infrastructure improvements and maintenance program
- Formulation of Plan amendment(s) to add additional projects identified by CRA, Parks and Recreation and Public Works Departments to optimize the use of TIF revenues

### **Public Works**

Director of Public Works Dennis Barron provided an overview of the Downtown and South End CRA District drainage and infrastructure improvement projects regarding stormwater drainage, water, sanitary sewer, and street paving.

Mr. Barron reviewed the construction progress regarding the new ADA Dune Walkovers. Mr. Barron stated there was a limited construction season due to the Sea Turtle Nesting Season. (March-October)

Mr. Barron presented an overview of the following Capital Projects and Purchases:

- Pavement Management Plan
- Sewer Master Plan and Hydraulic Study
- Water and Stormwater Master Plan
- Creation of annual waterline replacement program
- Replacement construction for Lift Station #8
- Replacement design for Lift Station #33
- Beach Boulevard stormwater vault silt removal

The Budget Showcase ended at 3:35 P.M.

Submitted by: Jodilynn Byrd  
Administrative Assistant

Approved:

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William C. Latham, Mayor

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Date:

**City of Jacksonville Beach  
Minutes of City Council  
FY2021 - Budget Workshop  
Monday, August 3, 2020 – 4:00 P.M.  
Via Video Conference**

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City Manager Mike Staffopoulos called the Budget Workshop to order at 4:00 P.M.

City Council Members in attendance:

Mayor: William C. Latham

Council Members:	Keith Doherty (absent)	Georgette Dumont	Christine Hoffman
	Sandy Golding	Cory Nichols	Phil Vogelsang

Also present were City Manager Mike Staffopoulos, Deputy City Manager Karen Nelson, City Attorney Chris Ambrosio, Chief Financial Officer Ashlie Gossett, and Human Resources Director Ann Meuse.

**Executive & Legislative Department**

Mr. Staffopoulos reviewed the long-term goals of the City, organizational initiatives, and performance measures, which are separated into three categories: Financial, Organizational, and Community. He noted the President's Day holiday was listed to be added in the upcoming fiscal year to bring the City on par with surrounding communities.

Mr. Staffopoulos reviewed the Executive and Legislative Department's long-term City goals and organizational initiatives. He stated the Information Systems Division and Fire Marshal's Office were added to the Executive section.

Mr. Staffopoulos reviewed the FY2021 goals for the following Departments:

- City Attorney's Office
- City Clerk's Office
- Information Systems
- Fire Marshal's Office

A conversation ensued regarding the Performance Measures of the City Manager and City Attorney, adding a section to measure Communications, and looking at the ordinance related to the amount of time the Council had to review agenda packets. There was a consensus with the Council to further discuss the suggested changes at a future Council Briefing.

Mr. Staffopoulos reviewed Funding Sources, Financial Summaries, and Budget Issues for FY2021.

**Finance Department**

Chief Financial Officer Ashlie Gossett reviewed the objectives, recent accomplishments, and goals for the upcoming 2020 budget for the Finance Department, which includes Accounting, Utility Billing, Enterprise Resource Planning, and Property and Procurement. Ms. Gossett stated the change in the organization within the department was as follows:

- A second Accounting Technician position as approved by Council in 2020.

- Two Customer Account Specialist positions were converted to Senior Accounts Specialists as part of the new pay plan resulting from the pay study conducted in late 2019.

Regarding the Property Management Division, Ms. Gossett stated the increase in Operating cost is mostly due to IT licensing and additional cleaning services due to the COVID-19 pandemic.

**Human Resources**

Human Resources Director Ann Meuse stated the staffing for the department had remained the same. Ms. Meuse reviewed the department's goals for FY2020.

Ms. Meuse stated the Personal Services increase is attributed to the cost of the new pay plan. Ms. Meuse stated the City is projecting no increase in life, health, and dental insurance.

The workshop adjourned at 6:28 P.M.

Submitted by: Jodilynn Byrd  
Administrative Assistant

Approved:

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William C. Latham, Mayor

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Date

The Council Briefing began at 6:00 P.M. The meeting was held via video conference using the Zoom platform.

The following City Council Members were in attendance:

**Mayor:** William C. Latham (late)

**Council Members:** Keith Doherty                      Georgette Dumont                      Sandy Golding  
Christine Hoffman                      Cory Nichols                      Phil Vogelsang

Also present was City Manager Mike Staffopoulos.

**Purpose of Briefing**

The purpose of the Briefing was to update the Council Members about ongoing items in the City. Mr. Staffopoulos stated due to limited time, the discussion may not include all the items on the Briefing Notice. Any items not discussed would be carried over to the next scheduled Council Briefing.

**City Manager**

**Renaming City Parks, Buildings and Facilities**

Director of Parks and Recreation Jason Phitides reviewed the draft policy for naming honorary streets, city buildings, and facilities. A consensus from Council was provided regarding the following draft policy details:

- Five-year length of term for an honorary street name
- No cap on the number of nominations per year
- Preference of an honorary sign below the actual street name sign, rather than a placard in the sidewalk
- Preference for the color of the honorary street name sign is brown
- Naming restricted to deceased Honorees only

Mr. Staffopoulos stated Mr. Phitides and the City Attorney would finalize the draft policy and present it to Council for formal consideration in the near future.

**Sea Turtle Ordinance Update**

Building Official George Knight stated the City started enforcement of the updated Sea Turtle Ordinance (Ord. No. 2020-8140) on July 1, 2020. Mr. Knight stated he received a positive response from most residents and businesses regarding the new required lighting changes. Mr. Knight stated he would continue to educate and work directly with the residents and the business owners throughout the City to achieve 100% compliance. Mailings have also been sent to condo associations.

Electrical Engineer Project Supervisor Matt Seeley stated Beaches Energy found a light that the Beaches Sea Turtle Patrol approved. It is an LED light installed at the 1<sup>st</sup> Avenue South end zone with a low profile shield. He was working closely with the Police Department to assure the chosen

replacement lights with shields would be suitable for public safety. Once the decision regarding the final lighting fixtures was made, Mr. Seeley stated the purchasing and installation process would begin.

Parks and Recreation Chapter 20 (New)

City Attorney Chris Ambrosio suggested creating a new codified chapter in the City's Code of Ordinances for the Parks and Recreation Department (including the beach). With the assistance of the Parks and Recreation Department as well as the Police Department, Mr. Ambrosio stated Chapter 20 would be created to allow for better management, regulation, enforcement, and clarity for the Parks and Recreation facilities and the beach.

The consensus of Council was to continue the process of creating Chapter 20 in the Code of Ordinances and include a section of the new code specifically for the splash pads as well as smoke-free parks.

Nuisance Chapter 19

Mr. Staffopoulos postponed the discussion of this item until the August 17, 2020, Council Briefing.

The Briefing adjourned at 6:45 P.M.

Submitted by: Jodilynn Byrd  
Administrative Assistant

Approved:

\_\_\_\_\_  
William C. Latham, MAYOR

Date: \_\_\_\_\_

**Minutes of Regular City Council Meeting  
held Monday, August 3, 2020, at 7:00 P.M.  
via Video Conference  
Jacksonville Beach, Florida**



**STATEMENT OF THE MAYOR:**

Mayor Charlie Latham made the following statement:

“Governor DeSantis’ Executive Order No. 20-150, extended the Governor’s authorization for local government bodies to continue to conduct meetings without an in-person quorum at any specific location, and to hold meetings using communications media technology (CMT).

On April 6, 2020, the City of Jacksonville Beach approved at their public meeting the use of CMT and alternative start times to conduct their Council meetings and briefings.

Accordingly, this City Council meeting is being held in a modified manner using CMT. The Council, staff and the public are not physically present in City Hall tonight.

In a moment, the City Attorney will explain the CMT procedures and adaptations for public attendance and public comment that have been put in place.

The City Council members and City personnel are appearing through CMT.”

**OPENING CEREMONIES:**

Council Member Vogelsang provided the Invocation, followed by the Pledge of Allegiance.

**CALL TO ORDER:**

Mayor Latham called the meeting to order at 7:00 P.M.

Mayor Latham invited City Attorney Chris Ambrosio to state the CMT procedures and adaptations being utilized for this meeting.

Mr. Ambrosio explained the CMT instructions and opportunities for the public to attend and participate were published on various platforms in a public notice [*on file*] and went over the options.

**ROLL CALL:**

Mayor: William C. Latham

Council Members: Keith Doherty      Georgette Dumont      Sandy Golding  
Christine Hoffman      Cory Nichols      Phil Vogelsang

Also present were City Manager Mike Staffopoulos, City Attorney Chris Ambrosio, and City Clerk Laurie Scott.

**APPROVAL OF MINUTES:**

**Motion:** It was moved by Ms. Hoffman, seconded by Mr. Vogelsang, and passed unanimously to approve the following minutes:

- Council Briefing held on July 20, 2020
- Regular Council Meeting held on July 20, 2020

**ANNOUNCEMENTS:**

Mayor Latham congratulated Chief Gene Paul N. Smith and the Police Department on the 1<sup>st</sup> Annual Corporal Andy Lavender Memorial 5K Run held on August 2, 2020. He also mentioned the CPAAA (Citizen Police Academy Alumni Association) put together some framed Thin Blue Line flags and presented them to police officers today (August 3, 2020).

Council Member Dumont congratulated the UNF (University of North Florida) Summer 2020 virtual graduates.

Council Member Nichols mentioned he observed some sea turtles hatch at 11<sup>th</sup> Avenue South and thanked the Beaches Sea Turtle Patrol for doing a fantastic job protecting the sea turtles and marking the nests.

Mr. Staffopoulos stated he had been contacted by Rebecca Perry with the North Florida Land Trust regarding multiple properties in which the Land Trust has an interest. One of which they are seeking to do an active donation to the City of land. Another two parcels they would like to discuss pursuing purchase for preservation. Mr. Staffopoulos planned to meet with the organization in the next couple weeks and Council Member Sandy Golding agreed to also participate as the Council Liaison.

**COURTESY OF THE FLOOR TO VISITORS:**

Mayor Latham extended Courtesy of the Floor to visitors.

- Ken Marsh, 2011 Gail Avenue, Jacksonville Beach, spoke about areas in the downtown area he believed could be cleaned up and improved. He referenced submitted photos [on file].

**CITY CLERK:** *No items*

**MAYOR AND CITY COUNCIL:** *No items*

**CITY MANAGER:**

**Item #20-145 – Approve/Disapprove Bid No. 1920-08, Lift Stations LS-17 (Part A) and LS-23 (Part B) Rehabilitation and Site Upgrades to PBM Constructors, Inc. for Construction Services, and Authorize Construction Administration Services with the Project Design Firm Four Waters Engineering, Inc.**

Mr. Staffopoulos stated this item is for the reconstruction and repairs of two lift stations in the city. Director of Public Works Dennis Barron explained the project was advertised to 15 contractors and five contractors submitted bids. PBM Constructors, Inc. was the low bidder on both parts of the project.

**Motion:** It was moved by Ms. Hoffman and seconded by Mr. Vogelsang to award City Bid No. 1920-08 Lift Stations LS-17 (Part A) and LS-23 (Part B) Rehabilitation and Site Upgrades to PBM Constructors, Inc. for construction services, and authorize construction administration services with the project design firm Four Waters Engineering, Inc., as

described in the memorandum from the Public Works Project Engineer dated July 27, 2020.

**Discussion:**

There was no Council discussion.

**Roll Call Vote:** Ayes – Doherty, Dumont, Golding, Hoffman, Nichols, Vogelsang, Mayor Latham  
The motion passed 7-0.

**Item #20-146 – Approve/Disapprove a Purchase Order in the Amount of \$90,170 Plus a 10% Contingency with Siemens Industry, Inc., to Fund Upgrades to Our Existing Substation Access Control Security System**

Mr. Staffopoulos explained this project would update security enhancements at all of the City substation locations. Director of Beaches Energy Services Allen Putnam explained the enhancements.

**Motion:** It was moved by Ms. Hoffman and seconded by Mr. Vogelsang to approve a purchase order in the amount of \$90,170 with a 10% contingency with Siemens Industry, Inc., to fund upgrades to our existing Substation Access Control Security System.

**Discussion:**

There was no Council discussion.

**Roll Call Vote:** Ayes – Dumont, Golding, Hoffman, Nichols, Vogelsang, Doherty, Mayor Latham  
The motion passed 7-0.

**RESOLUTIONS:** *None*

**ORDINANCES:**

**Item #20-147 – ORDINANCE NO. 2020-8146 (First Reading)**

Mayor Latham requested the City Clerk read Ordinance No. 2020-8146 by title only, whereupon Ms. Scott read the following:

**“AN ORDINANCE TO AMEND PLANNED UNIT DEVELOPMENT: PUD ORDINANCE NUMBER 2019-8121, ESTABLISHING A PLANNED UNIT DEVELOPMENT: PUD ZONING DISTRICT, SUPPLEMENTING THE COMPREHENSIVE ZONING REGULATIONS AND ZONING ATLAS FOR THE CITY OF JACKSONVILLE BEACH, FLORIDA, AS PROVIDED UNDER CHAPTER 34 OF THE CODE OF ORDINANCES OF SAID CITY.”**

Mayor Latham read the following:

“This ordinance to amend the PUD zoning regulations of a property is before this Council for a public hearing and consideration on its first reading. Under the laws of the State of Florida, an application to amend the zoning regulations governing a property is handled as a ‘quasi-judicial’ proceeding. A quasi-judicial proceeding means that a governing body is now functioning in a

manner similar to a court with the Mayor and Council sitting as impartial decision-makers hearing testimony and questioning presenters, who are to provide substantial and competent evidence to support their side of the issue. It is the duty of the Council to arrive at sound decisions regarding the use of property within the City. This includes receiving citizen input regarding the proposed use on the neighborhood, especially where the input is fact-based and not a simple expression of opinion.

It is the applicant's burden to demonstrate that their application is consistent with the Land Development Code and the Comprehensive Plan. If the applicant is successful in showing consistency, then it is up to the local government to produce competent, substantial evidence of record that the application should be denied. The Council's decision on a zoning amendment application is based on the criteria set forth in Section 34-211 of the Land Development Code. Each member of the Council has been provided a copy of the criteria.

In addition, the Council has received a copy of the application and the staff and Planning Commission reports on this PUD zoning amendment request."

**Public Hearing:**

Senior Planner Heather Ireland explained the owner had amended their original proposed plan to have two buildings with an additional 84 dwelling units. Instead, they are now proposing to have one building connecting the two existing buildings, which decreases the number of dwelling units being added. The PUD amendment would amend both their site plan and their narrative to reflect the new plans. They would also be adding additional parking to meeting the parking requirement of one space per unit for elderly housing.

Ms. Golding asked why the number of units were being reduced when the owners had indicated such a long waitlist at both Pablo Hamlet and Pablo Towers. Melissa Gilreath [with Elderly Housing Management Corporation, Inc., 115 South Third Street, Jacksonville Beach] stated there is an approximate 1½-2 year waitlist. The way the rents are structured under the subsidy currently is based on an extremely low income, very low income, and low income. With the tax credits they would be using for the new units, it's based on just a low income, so there won't be as many people on the waiting list as they had anticipated.

**Ex Parte:**

Mayor Latham closed the public hearing and read the following:

"Before requesting a motion on this ordinance, beginning with myself, each of the members is requested to indicate for the record both the names of persons and the substance of any ex parte communications regarding this application. An ex parte communication refers to any meeting or discussion with a person or citizen who may have an interest in this decision, which occurred outside of the public hearing process."

All Council members indicated they had not received any ex parte communications.

**Motion:** It was moved by Ms. Hoffman and seconded by Mr. Vogelsang to adopt Ordinance No. 2020-8146, amending PUD Rezoning Ordinance No. 2019-8121, governing the property located at 1600 Shetter Avenue, by providing a new project narrative and site plan. (Pablo Hamlet Senior Living)

Mayor Latham read the following statement for the record:

“Before opening the floor for discussion or questions by the Council, please be reminded that our decision will be based on the criteria set forth in the Land Development Code, and the Council is required to approve a clear statement of specific findings of fact stating the basis upon which such facts were determined and the decision was made.”

**Discussion:**

There was no discussion by the Council.

**Roll Call Vote:** Ayes – Golding, Hoffman, Nichols, Vogelsang, Doherty, Dumont, Mayor Latham  
The motion passed 7-0.

**ADJOURNMENT:**

There being no further business, the meeting adjourned at 7:33 P.M.

Submitted by: Laurie Scott  
City Clerk

Approval:

\_\_\_\_\_  
William C. Latham, MAYOR

Date: \_\_\_\_\_

LS: sg

**City of Jacksonville Beach  
Minutes of City Council  
FY 2021 - Budget Workshop  
Tuesday, August 4, 2020 – 5:00 P.M.  
Via Video Conference**

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City Manager Mike Staffopoulos called the Budget Workshop to order at 5:00 P.M.

City Council Members in attendance:

Mayor: William C. Latham

Council Members: Keith Doherty (absent) Georgette Dumont Christine Hoffman  
Sandy Golding Cory Nichols Phil Vogelsang (absent)

Staff in attendance:

City Manager Mike Staffopoulos, Deputy City Manager Karen Nelson, Chief Financial Officer Ashlie Gossett, and Police Chief Gene Paul Smith.

**Police Department**

Police Chief Gene Paul Smith reviewed the function and structure of the department. Chief Smith stated the Police Department is fully staffed with Law Enforcement Officers for the first time in approximately 25 years.

Chief Smith summarized the different Police Divisions and their costs.

Chief Smith discussed the average response time to emergency calls is 2.19 minutes and 4.19 minutes for non-emergency calls. He stated there had been a decrease in major crimes overall by 23% from 2015 to 2019, and he believes it continues to go down in 2020 mainly due to COVID-19.

Chief Smith stated he tasked the Police Department's employees with identifying the department's challenges for the future, including short-term and long-term goals. These goals would drive management's decisions and set budget priorities. Chief Smith stated the goals provided by the staff were adopted on April 1, 2020, and would coexist with FY2021 performance measures until FY2022. At that time, new goals would replace previous performance measures.

Chief Smith reviewed the Financial Summary. It was stated the slight increase in the General Fund was due to pay raises and rising Pension costs. Chief Smith also stated the annual vehicle replacements were now purchased from the General Capital Projects Fund. It was noted the decrease in the Special Revenue Funds was the result of fewer vehicle purchases and employees' pay in certain positions. Chief Smith stated additional funding sources from grants are used to relieve spending costs in the General Fund.

Chief Smith went over a summary [on file] of the City of Jacksonville Beach Police Department's accreditation through the Commission on Accreditation for Law Enforcement Agencies (CALEA).

The workshop adjourned at 6:05 P.M.

Submitted by: Jodilynn Byrd  
Administrative Assistant

Approved:

\_\_\_\_\_  
William C. Latham, Mayor

\_\_\_\_\_  
Date:

DRAFT

# Proclamation

*Whereas*, America's electric energy is generated by thousands of independently owned and operated power plants and distribution systems, all of which are connected to a complex electrical grid consisting of over 5 million miles of transmission and distribution lines that deliver energy to homes, businesses, hospitals, churches, and schools throughout our country; and

*Whereas*, the nationwide electrical grid must be maintained and operational 24 hours a day, 7 days a week, and 365 days a year despite inclement weather, hurricanes, tornadoes, and various possible hazards, and this vital service is performed by over 114,000 skilled men and women known as electrical lineworkers who are employed by each independently owned utility; and

*Whereas*, the City of Jacksonville Beach has owned and operated a non-generating municipal electric system since 1915; and

*Whereas*, the City of Jacksonville Beach's electric utility covers a service territory of 123 square miles; and

*Whereas*, the City of Jacksonville Beach receives wholesale power through two points of connection at 230kV; and

*Whereas*, this power is distributed from six substations, Sampson, Ft. Diego, Guana, Butler, Jacksonville Beach, and Penman, through 30 feeders at 26kV; and

*Whereas*, the City of Jacksonville Beach electric distribution system consists of approximately 131 miles of overhead power lines and 684 miles of underground lines along with 47 miles of overhead transmission lines; and

*Whereas*, the City of Jacksonville Beach has approximately 9,184 power poles and 5,423 transformers; and

*Whereas*, the City of Jacksonville Beach has 28 line workers who work with 44 other various employees to provide the electric service to the residents of the city; and

*Whereas*, the hardworking men and women of Beaches Energy who risk their lives daily in extremely dangerous situations to ensure the reliable delivery of electric energy to all residents of the Beaches Energy Service Territory are most deserving of gratitude, appreciation, and honor.

*Now, Therefore*, I, William C. Latham, Mayor of the City of Jacksonville Beach, by virtue of the authority vested in me, do hereby proclaim August 26, 2020, as

## *Florida Lineworker Appreciation Day*

*In Witness Whereof*, I have hereunto set my hand and caused the Seal of the City of Jacksonville Beach to be affixed this 17<sup>th</sup> day of August, 2020.

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William C. Latham, Mayor

# Proclamation

*Whereas* the call for women's rights was proclaimed at the Seneca Falls Convention in 1848; and

*Whereas* the demand for women's right to vote became the centerpiece of the women's rights movement since the Seneca Falls Convention; and

*Whereas* women suffragists experienced ridicule, mockery, threats, alienation and imprisonment; and

*Whereas* the names of Elizabeth Cady Stanton, Lucretia Mott, Susan B. Anthony, Alice Paul, Lucy Burns, and Carrie Chapman Catt stand out as leading the movement over decades; and

*Whereas* the women's role in World War I influenced President Wilson's support for the 19th Amendment granting women the right to vote; and

*Whereas* Amendment 19 simply reads, "The right of citizens of the United States to vote shall not be denied or abridged by the United States or by any State on account of sex;" and

*Whereas* US House of Representatives passed Amendment 19, 304 to 89, on May 21, 1919; and

*Whereas* US Senate passed Amendment 19, 56 to 25, on June 4, 1919; and

*Whereas* Wisconsin was the first state and Tennessee the last one to ratify Amendment 19; and

*Whereas* it was a Tennessee mother who urged her son, a Congressman, to be a good boy and vote for Amendment 19, which he did; and

*Whereas* Amendment 19 became part of the US Constitution on August 18, 1920, without much fanfare, and ending almost a century of struggles, protests, torture and prison time.

*Now, Therefore*, I, William C. Latham, Mayor of the City of Jacksonville Beach, by virtue of the authority vested in me, do hereby recognize and honor the

## *100th Anniversary of Amendment 19*

granting women the right to vote, and urge every citizen who is eligible to vote, to vote in every election.

*In Witness Whereof*, I have hereunto set my hand and caused the Seal of the City of Jacksonville Beach to be affixed this 17<sup>th</sup> day of August, 2020.

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William C. Latham, Mayor

City of

Jacksonville Beach

City Hall

11 North Third Street

Jacksonville Beach

FL 32250

Phone: 904.247.6274

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

MEMORANDUM

TO: Michael Staffopoulos, City Manager  
FROM: Ashlie Gossett, Chief Financial Officer  
SUBJECT: Monthly Financial Reports for July 2020  
DATE: August 7, 2020

**Summary**

The Summary Budget Reports show the cumulative actual revenues and expenditures compared to the actual amounts at the same point in time as last fiscal year. Exhibit 7 of the Summary Budget Reports compares actual revenues and expenditures to budget in total by fund. These financial reports are prepared on a cash basis.

**Exhibit 1 - General Fund Revenues**

General Fund revenues are slightly ahead of last year on a percentage of budget basis. We received the annual ad valorem tax distributions in December, bringing the tax revenue-to-date to 88.02% of the annual budget. The increase in permit revenues is largely attributable to the Springhill Suites project.

The decrease in both Charges for Services and Miscellaneous Revenue from the prior year is primarily due to the suspension of recreation programs and facility rentals since April in response to the COVID-19 pandemic.

**Exhibit 2 - General Fund Expenditures**

General Fund Expenditures are slightly higher than the prior year expenditures on a percentage of budget basis. Total year to date expenditures in the General Fund are under budget by 8.88% and ahead of last year by 0.92%. The increase in Fire Department expenditures is due to compensated absence payouts and a lump sum contribution to the Fire Pension Plan as part of the Fire Services Agreement.



Memorandum to Michael Staffopoulos

Financial Reports

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**Exhibit 3 - Enterprise Fund Revenues**

Enterprise Fund Revenues are 6.11% lower than prior year revenues on a percentage of budget basis. Total year to date Electric Fund Revenues are 6.37% under amounts budgeted. This decrease is attributable to the suspension of the bulk power cost portion of the electric rate in the months of October, April, and May as well as an overall reduction in customer consumption compared to the same period in the prior year. Natural Gas consumption also decreased from the prior year, attributing to this fund's decline in revenues. The Golf Course year-to-year variance is a result of almost 40 fewer operational days in the prior year as the course reopened to the public in November 2018.

**Exhibit 4 - Enterprise Fund Expenditures**

Total expenditures in the Enterprise Funds are 21.40% under budget for the current year. The dollar variance from prior year in both Electric and Natural Gas expenses are due primarily to lower consumption as well as reduced power and gas costs from our suppliers. Water & Sewer and Stormwater expenses were higher in the prior year due to the timing of capital projects. The Sanitation Fund purchased a new street sweeper in the current year for \$213,891 attributing to the increase over the prior year.

**Exhibit 5 – Special Revenue Fund Revenues**

Revenues in the Special Revenue Funds are 16.80% ahead of last year on a percentage basis. We received the annual tax increment distributions in December bringing revenue-to-date slightly over the annual budget. Convention Development revenues reflect activity through the month of May and the year-to-year decrease can be attributed to the *Safer at Home* orders issued as result of the COVID-19 pandemic.

Memorandum to Michael Staffopoulos

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**Exhibit 6 - Special Revenue Fund Expenditures**

In total, Special Revenue Fund expenditures are under budget for the current year but 16% higher than last year on a percentage of budget basis. Spring City sponsored special events were canceled this year in response to the COVID-19 pandemic, reducing the overall expenditures in the Convention Development Fund. Infrastructure Surtax debt was retired in March 2019, reducing the overall budget and expenditures in this fund for the current year. The year-to-year variance in the Tax Increment Funds is due to the timing of capital project expenditures. Community Development Block Grant Fund expenditures will be reimbursed by grant funding.

**Exhibit 7 - Summary Revenues and Expenditures**

- Convention Development Fund revenues are typically received 60 days in arrears. Receipt activity through May reflects a 25% reduction from the prior year at the same time largely due to COVID-19 *Safer at Home* orders.
- Revenues in the Electric Utility are less than anticipated due a suspension in the bulk power cost adjustment in the months of October, April, and May.
- The unfavorable variance in Natural Gas Utility revenues is largely attributable to a 10% decrease in consumption compared to the same time in the prior year.
- The net income shown for the Electric Fund is overstated because monthly power bills are paid in arrears to FMPA.

**Requested Action**

**Accept/Reject** the financial reports for the month of July 2020, as submitted by the Chief Financial Officer.



**Summary Budget Revenue Report**

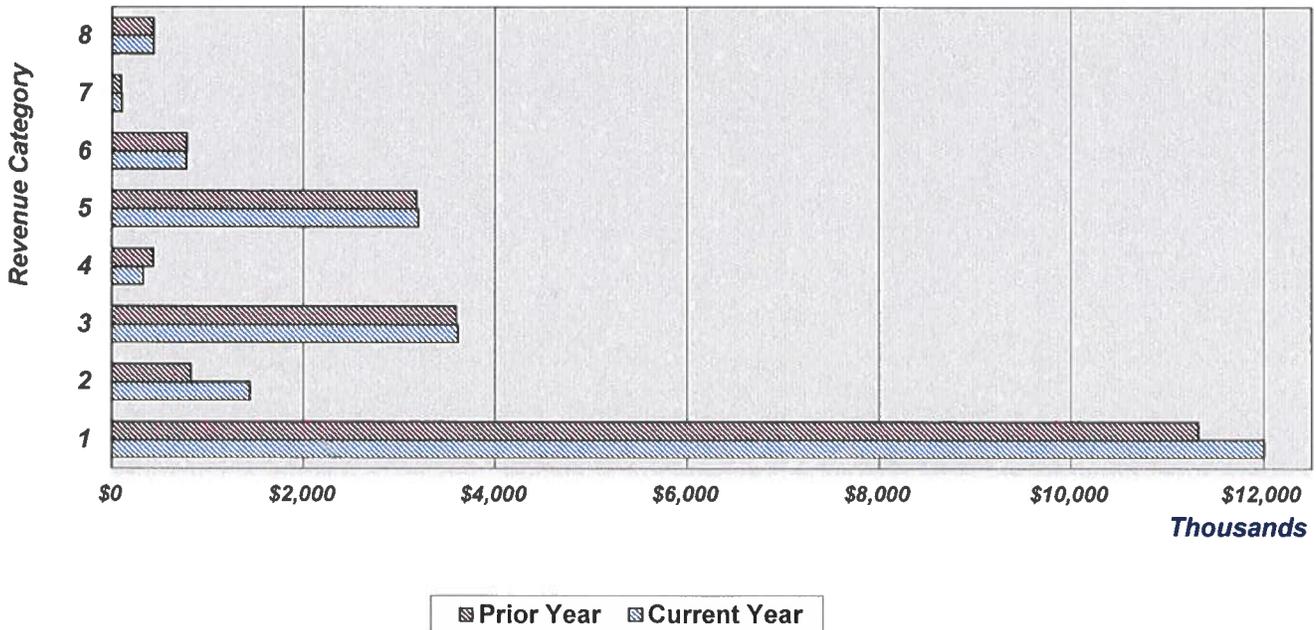
July 31, 2020

(83.33% of year has elapsed)

**EXHIBIT 1 - GENERAL FUND REVENUES**

Revenue Category	Current Year Revenue to Date	Current Year Revenue As a % of Budget	Prior Year Revenue to Date	Prior Year Revenue As a % of Budget	% Variance (Current Year Less Prior Year)	\$ Variance (Current Year Less Prior Year)
1 Taxes	12,004,278	88.02%	11,327,972	92.37%	-4.35%	676,306
2 Licenses & Permits	1,438,547	238.13%	826,329	138.72%	99.41%	612,218
3 Intergovernmental Revenue	3,613,269	79.84%	3,596,765	84.95%	-5.11%	16,505
4 Charges for Services	330,597	82.86%	436,119	112.11%	-29.26%	(105,522)
5 Enterprise Contributions	3,197,767	83.33%	3,177,601	83.33%	0.00%	20,166
6 Miscellaneous Revenue	776,965	176.31%	778,666	183.93%	-7.62%	(1,701)
7 Fines & Forfeitures	105,273	65.59%	98,002	57.48%	8.11%	7,271
8 Interfund Transfers	440,190	85.64%	437,207	85.73%	-0.09%	2,983
<b>Total Revenues</b>	<b>\$ 21,906,885</b>	<b>90.83%</b>	<b>\$ 20,678,660</b>	<b>92.32%</b>	<b>-1.49%</b>	<b>\$ 1,228,225</b>

**GENERAL FUND REVENUES TO DATE  
CURRENT YEAR VS PRIOR YEAR**



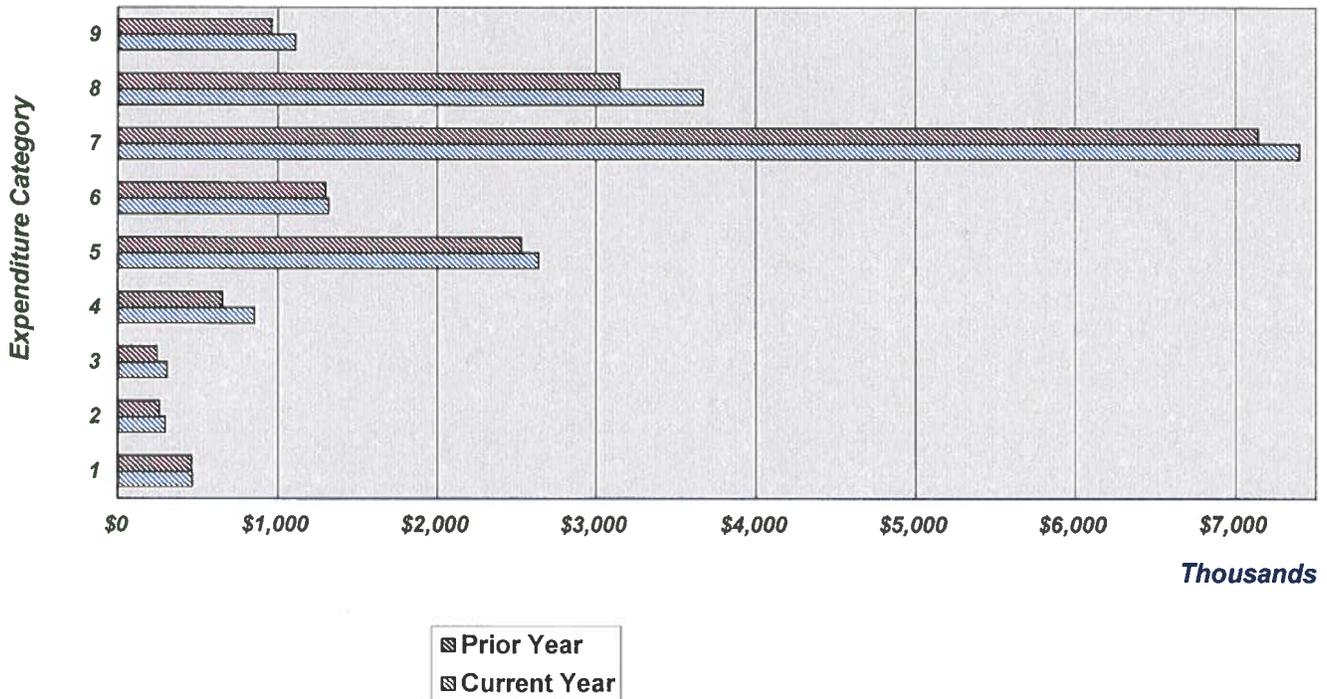


**Summary Budget Expenditure Report**  
 July 31, 2020  
 (83.33% of year has elapsed)

**EXHIBIT 2 - GENERAL FUND EXPENDITURES**

Expenditure Category	Current Year Expenditures to Date	Current Year Expenditures As a % of Budget	Prior Year Expenditures to Date	Prior Year Expenditures As a % of Budget	% Variance (Current Year Less Prior Year)	\$ Variance (Current Year Less Prior Year)
1 City Administration	463,430	87.37%	460,718	92.03%	-4.65%	2,712
2 City Clerk	299,892	77.03%	260,617	75.30%	1.73%	39,274
3 Building Maintenance	310,605	71.76%	246,410	60.85%	10.90%	64,195
4 Planning and Development	851,838	73.21%	654,563	71.97%	1.24%	197,276
5 Recreation and Parks	2,636,253	74.07%	2,528,949	72.29%	1.78%	107,304
6 Public Works	1,318,371	75.59%	1,299,273	77.85%	-2.26%	19,098
7 Police	7,398,367	73.59%	7,140,325	74.95%	-1.36%	258,043
8 Fire	3,670,071	83.55%	3,148,596	72.99%	10.56%	521,476
9 Non-Departmental	1,107,496	55.76%	957,808	62.24%	-6.48%	149,687
<b>Total Expenditures</b>	<b>\$ 18,056,324</b>	<b>74.45%</b>	<b>\$ 16,697,259</b>	<b>73.53%</b>	<b>0.92%</b>	<b>\$ 1,359,065</b>

**GENERAL FUND EXPENDITURES TO DATE  
 CURRENT YEAR VS PRIOR YEAR**



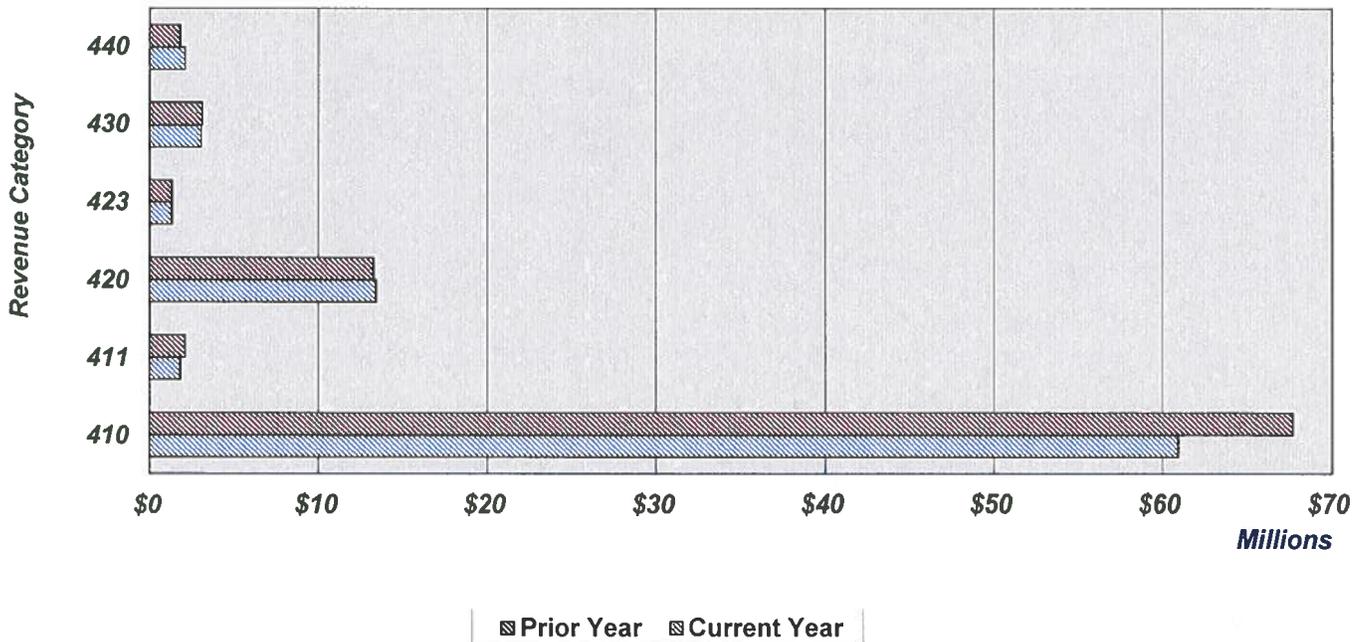


**Summary Budget Revenue Report**  
 July 31, 2020  
 (83.33% of year has elapsed)

**EXHIBIT 3 - ENTERPRISE FUND REVENUES**

Revenue Category	Current Year Revenue to Date	Current Year Revenue As a % of Budget	Prior Year Revenue to Date	Prior Year Revenue As a % of Budget	% Variance (Current Year Less Prior Year)	\$ Variance (Current Year Less Prior Year)
410 ELECTRIC	60,931,727	74.20%	67,651,881	80.57%	-6.37%	(6,720,155)
411 NATURAL GAS	1,841,163	76.55%	2,117,245	90.76%	-14.22%	(276,081)
420 WATER & SEWER	13,398,861	91.12%	13,259,033	97.46%	-6.34%	139,828
423 STORMWATER	1,330,897	91.56%	1,339,915	95.89%	-4.33%	(9,018)
430 SANITATION	3,039,498	86.48%	3,117,286	89.13%	-2.65%	(77,788)
440 GOLF COURSE	2,095,384	108.16%	1,808,069	117.80%	-9.64%	287,315
<b>TOTAL REVENUES</b>	<b>\$ 82,637,530</b>	<b>77.86%</b>	<b>\$ 89,293,430</b>	<b>83.98%</b>	<b>-6.11%</b>	<b>\$ (6,655,900)</b>

**ENTERPRISE FUND REVENUES TO DATE  
 CURRENT YEAR VS PRIOR YEAR**



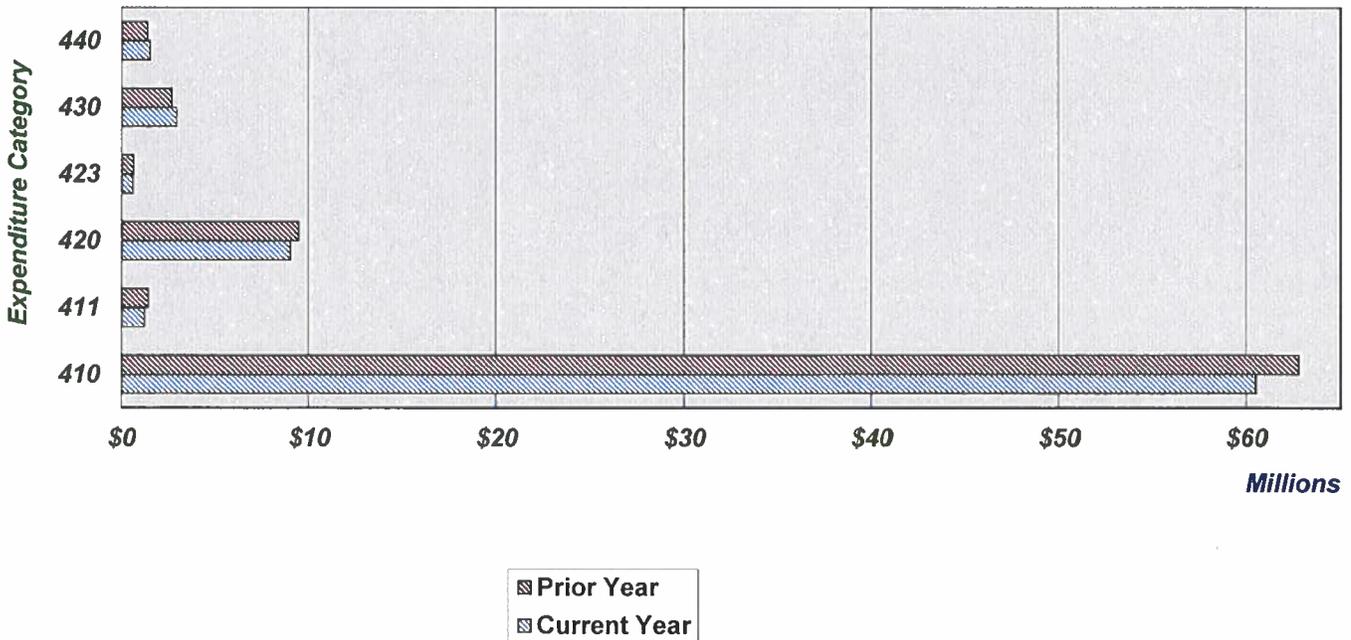


**Summary Budget Expenditure Report**  
 July 31, 2020  
 (83.33% of year has elapsed)

**EXHIBIT 4 - ENTERPRISE FUND EXPENDITURES**

Expenditure Category	Current Year Expenditures to Date	Current Year Expenditures As a % of Budget	Prior Year Expenditures to Date	Prior Year Expenditures As a % of Budget	% Variance (Current Year Less Prior Year)	\$ Variance (Current Year Less Prior Year)
410 ELECTRIC	60,525,052	63.30%	62,781,688	64.63%	-1.34%	(2,256,637)
411 NATURAL GAS	1,239,845	59.97%	1,457,587	59.34%	0.64%	(217,742)
420 WATER & SEWER	9,005,192	56.80%	9,447,564	60.98%	-4.18%	(442,372)
423 STORMWATER	609,112	23.81%	650,456	43.46%	-19.65%	(41,344)
430 SANITATION	2,945,998	67.24%	2,696,409	71.51%	-4.27%	249,588
440 GOLF COURSE	1,538,548	76.10%	1,401,924	94.28%	-18.18%	136,624
<b>TOTAL EXPENDITURES</b>	<b>\$ 75,863,746</b>	<b>61.93%</b>	<b>\$ 78,435,628</b>	<b>64.38%</b>	<b>-2.45%</b>	<b>\$ (2,571,882)</b>

**ENTERPRISE FUND EXPENDITURES TO DATE  
 CURRENT YEAR VS PRIOR YEAR**



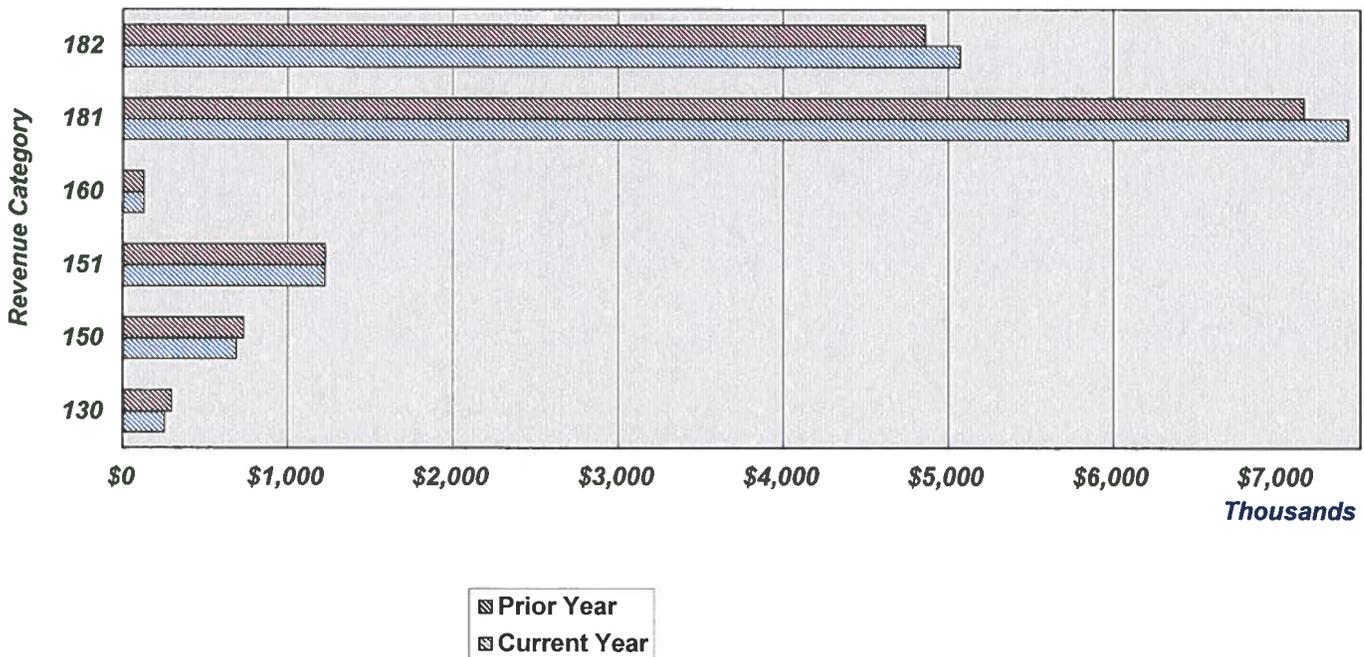


**Summary Budget Revenue Report**  
 July 31, 2020  
 (83.33% of year has elapsed)

**EXHIBIT 5 - SPECIAL REVENUE FUND REVENUES**

Revenue Category	Current Year Revenue to Date	Current Year Revenue As a % of Budget	Prior Year Revenue to Date	Prior Year Revenue As a % of Budget	% Variance (Current Year Less Prior Year)	\$ Variance (Current Year Less Prior Year)
130 CONVENTION DEV. TAX	254,973	64.14%	300,143	83.78%	-19.64%	(45,170)
150 LOCAL OPTION GAS TAX	685,763	83.30%	732,749	89.99%	-6.69%	(46,985)
151 INFRASTRUCTURE SURTAX	1,221,763	88.61%	1,224,269	89.75%	-1.14%	(2,506)
160 COMMUNITY DEV. BLK. GRANT	130,190	94.34%	127,207	92.18%	2.16%	2,983
181 DOWNTOWN INCREMENT FUND	7,427,985	106.06%	7,156,665	107.17%	-1.11%	271,320
182 SOUTHEND INCREMENT FUND	5,071,940	202.59%	4,857,253	108.15%	94.44%	214,687
<b>TOTAL REVENUES</b>	<b>\$ 14,792,615</b>	<b>120.81%</b>	<b>\$ 14,398,284</b>	<b>104.01%</b>	<b>16.80%</b>	<b>\$ 394,330</b>

**SPECIAL REVENUE FUND REVENUES TO DATE  
 CURRENT YEAR VS PRIOR YEAR**

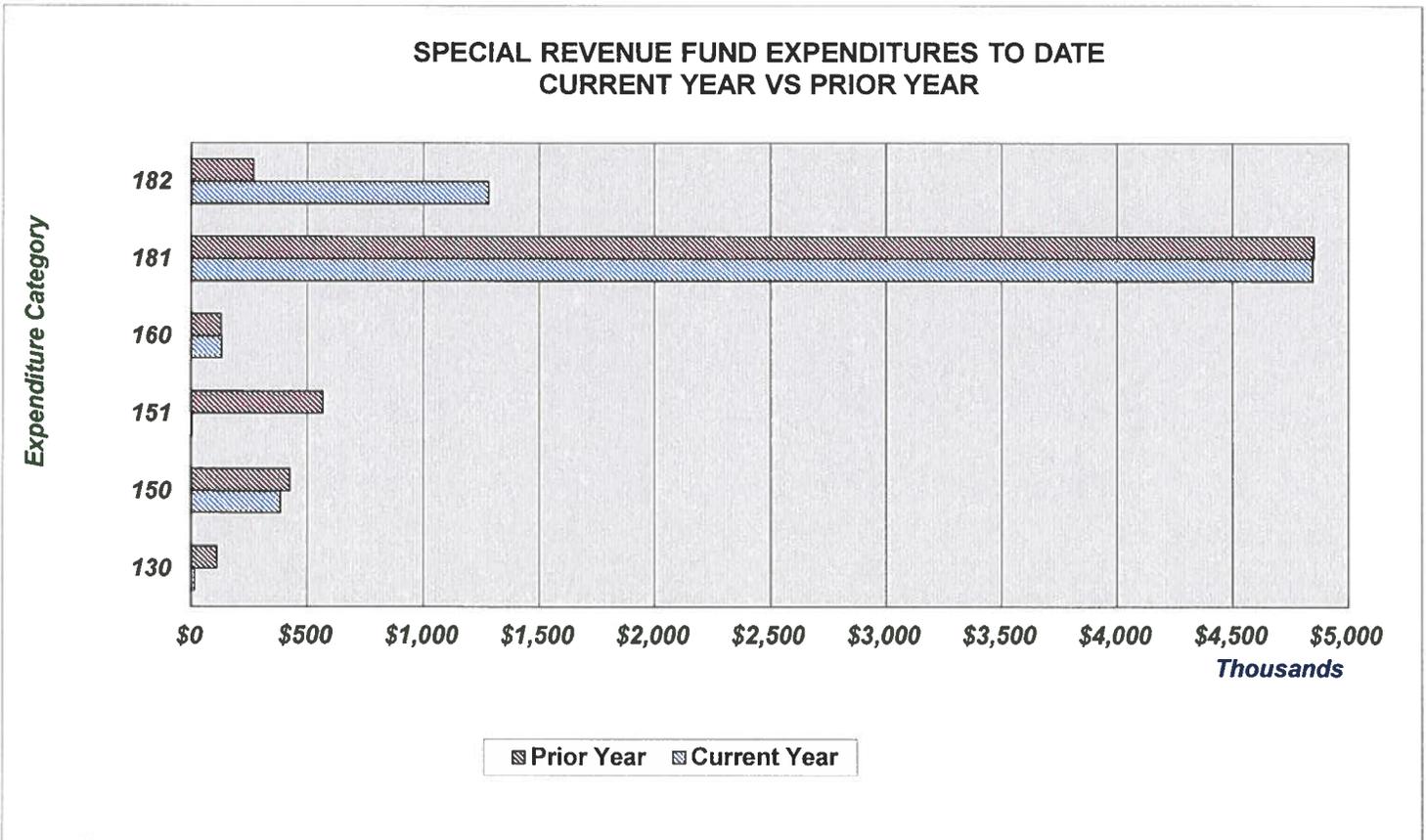




**Summary Budget Expenditure Report**  
 July 31, 2020  
 (83.33% of year has elapsed)

**EXHIBIT 6 - SPECIAL REVENUE FUND EXPENDITURES**

Expenditure Category	Current Year Expenditures to Date	Current Year Expenditures As a % of Budget	Prior Year Expenditures to Date	Prior Year Expenditures As a % of Budget	% Variance (Current Year Less Prior Year)	\$ Variance (Current Year Less Prior Year)
130 CONVENTION DEV. TAX	14,421	11.92%	109,125	39.88%	-27.96%	(94,704)
150 LOCAL OPTION GAS TAX	384,643	48.24%	424,979	53.23%	-4.99%	(40,336)
151 INFRASTRUCTURE SURTAX	4,195	1.26%	565,462	58.89%	-57.63%	(561,267)
160 COMMUNITY DEV. BLK. GRANT	130,190	91.68%	127,207	92.18%	-0.50%	2,983
181 DOWNTOWN INCREMENT FUND	4,845,295	57.81%	4,848,293	37.71%	20.10%	(2,998)
182 SOUTHEND INCREMENT FUND	1,282,202	63.90%	267,079	43.32%	20.58%	1,015,123
<b>TOTAL EXPENDITURES</b>	<b>\$ 6,660,946</b>	<b>56.54%</b>	<b>\$ 6,342,145</b>	<b>40.54%</b>	<b>16.00%</b>	<b>\$ 318,800</b>





**Summary Budget Report**  
 July 31, 2020  
 (83.33% of year has elapsed)

**EXHIBIT 7 - SUMMARY REVENUES AND EXPENDITURES**

Fund Name	Budgeted Revenues Fiscal Year 2020	Budgeted Revenues To Date	Actual Revenues To Date	Variance Favorable/ (Unfavorable)
001 General Fund	24,119,750	20,099,792	21,906,885	1,807,093
130 Convention Development Tax	397,496	331,247	254,973	(76,274)
150 Local Option Gas Tax	823,223	686,019	685,763	(256)
151 Infrastructure Surtax	1,378,808	1,149,007	1,221,763	72,757
160 Community Dev. Blk. Grant	138,000	115,000	130,190	15,190
181 Downtown Increment Fund	7,003,700	5,836,417	7,427,985	1,591,568
182 Southend Increment Fund	2,503,537	2,086,281	5,071,940	2,985,659
410 Electric Utility	82,113,996	68,428,330	60,931,727	(7,496,603)
411 Natural Gas Utility	2,405,292	2,004,410	1,841,163	(163,247)
420 Water & Sewer Utility	14,705,017	12,254,181	13,398,861	1,144,680
423 Storm Water Management	1,453,505	1,211,254	1,330,897	119,643
430 Sanitation Fund	3,514,536	2,928,780	3,039,498	110,718
440 Golf Course Fund	1,937,261	1,614,384	2,095,384	481,000
460 Leased Facilities Fund	679,177	565,981	638,140	72,159
500 Internal Service Funds	13,268,599	11,057,166	10,667,273	(389,893)
<b>Total Revenues</b>	<b>\$ 156,441,897</b>	<b>\$ 130,368,248</b>	<b>\$ 130,642,442</b>	<b>\$ 274,194</b>

Fund Name	Budgeted Expenditures Fiscal Year 2020	Budgeted Expenditures To Date	Actual Expenditures To Date	Variance Favorable/ (Unfavorable)
001 General Fund	24,251,677	20,209,731	18,056,324	2,153,407
130 Convention Development Tax	121,028	100,857	14,421	86,436
150 Local Option Gas Tax	797,306	664,422	384,643	279,779
151 Infrastructure Surtax	332,306	276,922	4,195	272,727
160 Community Dev. Blk. Grant	142,000	118,333	130,190	(11,856)
181 Downtown Increment Fund	8,381,899	6,984,916	4,845,295	2,139,621
182 Southend Increment Fund	2,006,504	1,672,086	1,282,202	389,884
410 Electric Utility	95,621,819	79,684,849	60,525,052	19,159,797
411 Natural Gas Utility	2,067,336	1,722,780	1,239,845	482,935
420 Water & Sewer Utility	15,854,046	13,211,705	9,005,192	4,206,513
423 Storm Water Management	2,558,735	2,132,279	609,112	1,523,167
430 Sanitation Fund	4,381,001	3,650,834	2,945,998	704,836
440 Golf Course Fund	2,021,631	1,684,693	1,538,548	146,144
460 Leased Facilities Fund	964,178	803,482	381,590	421,892
500 Internal Service Funds	13,430,657	11,192,214	10,017,751	1,174,464
<b>Total Expenditures</b>	<b>\$ 172,932,124</b>	<b>\$ 144,110,103</b>	<b>\$ 110,980,357</b>	<b>\$ 33,129,746</b>

Fund Name	Net Income (Loss)	Net Variance Favorable/ (Unfavorable)
001 General Fund	3,850,561	3,960,500
130 Convention Development Tax	240,552	10,162
150 Local Option Gas Tax	301,120	279,523
151 Infrastructure Surtax	1,217,568	345,483
160 Community Dev. Blk. Grant	-	3,333
181 Downtown Increment Fund	2,582,690	3,731,189
182 Southend Increment Fund	3,789,738	3,375,543
410 Electric Utility	406,675	11,663,194
411 Natural Gas Utility	601,319	319,689
420 Water & Sewer Utility	4,393,670	5,351,194
423 Storm Water Management	721,785	1,642,810
430 Sanitation Fund	93,500	815,554
440 Golf Course Fund	556,836	627,144
460 Leased Facilities Fund	256,549	494,051
500 Internal Service Funds	649,522	784,571
<b>Total</b>	<b>\$ 19,662,085</b>	<b>\$ 33,403,940</b>



**Cash and Investments by Fund**  
July 31, 2020

INVESTMENT HOLDER	TYPE	FACE AMOUNT	MARKET VALUE
Salem Trust Treasury Strip	TS	3,148,000	3,148,000
<b>TOTAL UTILITY FUNDS 410 and 420</b>			<b>\$3,148,000</b>
Salem Mutual Fund	Portfolio	49,242,643	49,242,643
Sawgrass Asset Management	Portfolio	28,283,257	28,283,257
Wells Capital	Portfolio	17,357,256	17,357,256
JPMCB - Strategic Property Fund	Portfolio	5,134,316	5,134,316
<b>TOTAL PENSION FUNDS 611, 612 and 613</b>			<b>\$100,017,472</b>
<b>TOTAL INVESTMENTS</b>			<b>\$103,165,472</b>
State Board of Administration	Pool	17,112,605	17,112,605
Florida Trust	Pool	19,071,775	19,071,775
FMIT 0-2 Yr High Quality Bond Fund	Pool	12,672,028	12,672,028
Bank of America	Cash	21,265,032	21,265,032
Sawgrass Asset Management	Portfolio	44,832,543	44,832,543
Galliard Capital Management	Portfolio	41,329,870	41,329,870
Garcia Hamilton & Associates	Portfolio	40,555,313	40,555,313
Salem Trust: Goldman Sachs Treasury	MM	16,740	16,740
<b>TOTAL EQUITY IN POOLED CASH</b>			<b>\$196,855,906</b>
Petty Cash	Cash	6,525	6,525
<b>TOTAL CASH AND INVESTMENTS</b>			<b>\$300,027,903</b>

**Attorney Fees Paid During the Month**

NAME	DESCRIPTION (FUND)	CHECK DATE	CHECK AMOUNT
Bell & Roper, P.A.	SLG vs. COJB (Gen. Fund)	07/23/20	4,265
Rogers Towers, P.A.	FOP and Police Dept Matters (Gen. Fund)	07/30/20	70
Marks, Gray, PA	COJB vs. Twin Creeks Ventures, LLC (Gen. Fund)	07/30/20	1,238
Stears Weaver Miller Weissler	FI Resilient Coastline Grant Program Legal (Gen. Fund)	07/30/20	23,000
Shepard, Smith, Kohlmyer & Hand, PA	Jacksonville Beach CRA (DT Increment Fund)	07/29/20	520
<b>TOTAL ATTORNEY FEES</b>			<b>\$29,092</b>

City of Jacksonville Beach. 11 North Third Street. Jacksonville Beach, FL. 32250

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



**Cash and Investments by Type**  
Fiscal Year to Date  
July 31, 2020

Type of Investment	Beginning Balance 10/1/2019	Investment Earnings	Realized Gain/(Loss)	Unrealized Gain/(Loss)	Fees	Net Investment Income	Net Deposits (Withdrawals)	Ending Balance 7/31/2020	Weighted Net Return*
State Pooled Investment Fund	16,922,177	190,428	0	0	0	190,428	0	17,112,605	0.10%
Money Market: Goldman Sachs Treasury	11,103	6,268	0	0	(631)	5,637	(0)	16,740	0.00%
U.S. Treasury Stripped Coupons	3,129,238	0	0	0	0	0	18,762	3,148,000	0.00%
Florida Municipal Investment Trust 0-2 Yr HQ Bond Fund	12,397,619	274,409	0	0	0	274,409	0	12,672,028	0.14%
Sawgrass Asset Management	42,883,166	820,358	419,762	794,225	(84,968)	1,949,377	(0)	44,832,543	1.02%
Galliard Capital Management	39,449,933	786,357	384,600	774,173	(65,194)	1,879,937	0	41,329,870	0.98%
Garcia Hamilton & Associates	39,823,354	643,737	7,744	159,137	(78,659)	731,958	(0)	40,555,313	0.37%
Florida Trust	18,876,515	195,261	0	0	0	195,261	0	19,071,775	0.10%
Operating Cash: Bank of America	14,185,724	43,509	0	0	(105,001)	(61,492)	7,140,800	21,265,032	-0.04%
Petty Cash	6,525	0	0	0	0	0	0	6,525	0.00%
<b>TOTAL CITY MANAGED INVESTMENTS AND CASH</b>	<b>187,685,354</b>	<b>2,960,327</b>	<b>812,106</b>	<b>1,727,536</b>	<b>(334,454)</b>	<b>5,165,515</b>	<b>7,159,562</b>	<b>200,010,431</b>	<b>2.70%</b>
Pension Fund: Salem Mutual Fund	48,546,020	1,499,198	582,568	(285,143)	0	1,796,623	(1,100,000)	49,242,643	1.84%
Pension Fund: Sawgrass Asset Mgt	26,387,145	577,052	1,142,884	510,493	(84,317)	2,146,112	(250,000)	28,283,257	2.31%
Pension Fund: Wells Capital	14,330,608	70,528	755,229	2,989,341	(88,450)	3,726,648	(700,000)	17,357,256	4.63%
Pension Fund: JPMCB - Strategic Property Fund	5,081,052	0	0	53,264	0	53,264	0	5,134,316	0.05%
<b>TOTAL PENSION INVESTMENTS</b>	<b>94,344,824</b>	<b>2,146,777</b>	<b>2,480,682</b>	<b>3,267,955</b>	<b>(172,766)</b>	<b>7,722,648</b>	<b>(2,050,000)</b>	<b>100,017,472</b>	<b>8.28%</b>
<b>TOTAL CASH AND INVESTMENTS</b>	<b>282,030,178</b>	<b>5,107,105</b>	<b>3,292,787</b>	<b>4,995,491</b>	<b>(507,220)</b>	<b>12,888,163</b>	<b>5,109,562</b>	<b>300,027,903</b>	

\*Fiscal year to date

Beaches Energy  
Services

1460-A Shetter Ave  
Jacksonville Beach

FL 32250

Phone: 904.247.6281

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

## MEMORANDUM

TO: Mike Staffopoulos, City Manager  
FROM: Allen Putnam, Director, Beaches Energy Services  
SUBJECT: Sampson Substation 230kV Breaker 8W40 Replacement  
DATE: August 6, 2020

### BACKGROUND

Sampson substation 230kV oil circuit breaker 8W40 was placed in service in 1982. The breaker has surpassed its life expectancy of 30 years. Last year, this breaker and two others were intermittently out of service throughout the summer due to numerous breakdowns, and subsequently, two of the three were replaced since an engineering design package had been completed previously. In 2017, Beaches Energy replaced Sampson 230kV breaker 8W71 on an emergency basis and utilized the existing control and interface cabling since the breaker was already on-hand. That cabling is nearly 40 years old and also needs to be replaced; this is something that would have normally been completed in concert with the breaker replacement.

Beaches Energy Service's participated in Florida Municipal Power Agency's ITB FMPA 2019-034 for Substation and Generating Station Maintenance. FMPA awarded the bid to three bidders to include Flo Power, LLC. Installation and replacement of equipment is one of the bid provisions. Since the Lead Construction worker for Flo Power had previously led the work for the other identical breakers at Sampson Substation they were our vendor of first choice for this particular project.

Beaches Energy Services previously procured the breaker and all major materials necessary to complete the project. The engineering to replace the breaker was completed this July, and we received the control and interface cabling earlier this summer. The final actions necessary to complete all work associated with breakers 8W71 & 8W40 is to secure construction services.

MEMORANDUM

Sampson Substation 230kV Breaker 8W40 Replacement

August 6, 2020

Page 2 of 2

Beaches Energy requested a quote from Flo Power to provide construction services via ITB FMPA 2019-034 and they are ready to mobilize to perform this work.

Funding for this project was appropriated as part of the 2017 Capital Improvement Plan. Due to various equipment failures along with the current project to replace TR2 at Sampson it has been delayed until now. Funding for this project is available within the current Electric Utility Fund budget due to the Department not fully expending the appropriation for the Transmission Line Hardware Renewal and Replacement project approved as part of the 2020 Capital Improvement Plan. The funds will be spent from the following account: 410-12-1229-531-63-563000

REQUESTED ACTION

**Approve/Disapprove** construction services in the amount of \$36,790.00 to allow Flo Power LLC to complete work associated with Sampson 230kV breakers 8W40 & 8W71 via ITB FMPA 2019-034.

MEMORANUM

TO: Michael J. Staffopoulos, City Manager  
FROM: Dennis W. Barron, Jr., Director of Public Works  
SUBJECT: Sewer Line Rehabilitation (CIPP Lining)  
DATE: August 5, 2020

BACKGROUND

The City's wastewater collection system consists of approximately 85 miles of sewer mains. Sewer mains identified in previous studies (1989 Water & Wastewater Study, 1992 & 1995 Infiltration & Inflow Studies, and 2004 Hydraulic Study) are deteriorated, cracked and leaking clay / cast iron pipes, constructed many decades ago, and are well beyond the normal life cycle. Relining and replacing as necessary reduces sewer backups, infiltration, and inflow from groundwater and rains, which in turn reduces the operational load and long-term wear and tear on the sewage lift stations and the City's wastewater treatment facility. This places less pollution load upon the environment.

This is an ongoing, multi-year program. Presently, the City utilizes the City of Daytona Beach's contract with Insituform Technologies, LLC for Cured-In-Place Pipe (CIPP) and related sewer pipe cleaning and TV'ing. Earlier this year, Public Works coordinated with Insituform to obtain a scope and fee proposal to perform sewer system rehabilitation of 5,242 feet of clay sewer line, and cleaning and TV inspection of an additional 3,800 feet of clay sewer line in the amount of \$175,220.40.

The Sanitary Sewer System Maintenance Program is budgeted under the Water & Sewer Fund Operation & Maintenance budget with an annual budget amount of \$300,000 for manhole and sewer main rehabilitation. Due to emergency sewer system repairs earlier this year, the Sanitary Sewer System Maintenance Program does not currently have sufficient funds for this rehabilitation project. \$175,221 in additional funding is necessary to complete this project.

Sufficient funding is available in the Water and Sewer Utility Fund operating reserves. With Council approval, the budget will be amended as part of the FY2020 year-end budget adjustment. (420-07-0707-536-46-546011)

REQUESTED ACTION

**Approve/Disapprove** additional funding from the Water and Sewer Utility Fund operating reserves to complete the FY 2020 Sewer Line Rehabilitation Project, as described in the memorandum from the Public Works Director dated August 5, 2020.

City of  
Jacksonville Beach  
Operations &  
Maintenance Facility  
Department of Public  
Works  
1460-A Shetter Avenue  
Jacksonville Beach  
FL 32250  
Phone: 904.247.6219  
Fax: 904.247.6117

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





6966 Business Park Blvd.  
 Jacksonville, FL 32256  
 www.insituform.com

Dave Raymond  
 Business Development Manager

Insituform Technologies, LLC is a subsidiary of Aegion Corporation  
 Phone: (904)465-3267  
 Fax: (904)292-3198  
 Email: draymond@aegion.com

3-26-20

Chuck Herndon  
 City of Jacksonville Beach  
 1460 Shetter Ave  
 Jacksonville Beach, FL 32250  
[Hernden@jaxbchfl.net](mailto:Hernden@jaxbchfl.net)

**Re: Cost Proposal – City of Jacksonville Beach FY20 Sanitary Lining Project**

Chuck,

Insituform Technologies, LLC, ("ITLLC") is pleased to provide the following proposal to the **City of Jacksonville Beach**, hereinafter referred to as "Customer", for the scope of work detailed below for the above-referenced Project. This proposal is based off a piggyback of the City of Daytona Beach Contract #0118-2600.

**PROPOSAL PRICING**

ITLLC proposes the following pricing for the scope of services described herein:

Bid Item per Docs	Description	Measure	Quantity	Bid Price	Total
A-1	CIPP 8" Diameter 6.0 mm Thickness	LF	5,242	\$23.10	\$121,090.20
L-1	Light - Cleaning 8"-12" Diameter	LF	9,042	\$2.50	\$22,605.00
QQ-1	By-Passing 8" Diameter	LS	11	\$317.40	\$3,491.40
RR	Standard Services Reconnection	Each	87	\$195.00	\$16,965.00
TT-1	Traffic Control City ROW Flagman	Setup	8	\$655.90	\$5,247.20
TT-3	Traffic Control City	Setup	8	\$264.50	\$2,116.00

	ROW Barricades				
TT-4	Traffic Control City ROW Lane Dividers	Setup	8	\$15.90	\$127.20
AAA	Mobilization	Setup	1	\$3,578.40	\$3,578.40
	<b>TOTAL</b>				<b>\$175,220.40</b>

### **INSITUFORM SCOPE OF WORK / RESPONSIBILITIES**

ITLLC will provide the following:

1. Mobilization and demobilization of personnel, equipment, and materials to and from the Project site. The price presented is based upon one (1) instance of mobilization and demobilization.
2. Install **polyester** resin impregnated CIPP liner in accordance with ASTM F1216 or F1743 using either water or air/pull-in/steam, at the discretion of ITLLC. We have not included any costs associated with the disposal of inversion water.
3. Internal reinstatement of all service connections as directed by the Customer or their representative.
4. CCTV inspection of the pipe before and after the lining is complete.
5. Standard ITLLC one-year warranty from date of installation, excluding any required warranty TV inspection and/or testing.
6. Standard insurance coverage with the following limits:  
General Liability: \$2,000,000 per occurrence/\$4,000,000 aggregate  
Auto: \$2,000,000 Combined Single Limit  
Workers Compensation: Statutory with \$1,000,000 Employer's Liability  
The above insurance shall not include Primary and Non-Contributory Coverage and ITLLC shall not provide a Waiver of Subrogation endorsement.

**NOTE:** Modifications to the Scope of Work/Responsibilities of ITLLC may result in a change in price and/or duration.

### **ASSUMPTIONS AND QUALIFICATIONS**

ITLLC's Proposal Pricing is based upon the following assumptions and clarifications:

1. ITLLC assumes the work will be completed during dry weather conditions.
2. Quantities are estimated. Customer shall be invoiced for actual quantities at the above unit prices.
3. ITLLC is an open-shop company and shall not be subject to any union requirements or agreements and will not enter into any Project Labor Agreement or any such similar agreement for this Project. Where required by the Contract Documents, ITLLC will pay the Prevailing Wages then in effect for the Project and will submit Certified Payroll Reports in a timely manner.

### **EXCLUSIONS:**

The following items are excluded from ITLLC's above Pricing and Scope of Services / Responsibilities stated in this Proposal. These items, if necessary, applicable or otherwise required, shall be furnished by Customer,

at Customer's direction and at no cost to ITLLC or may, upon mutual agreement in writing between ITLLC and Customer, be provided by ITLLC at an additional cost:

1. Permits, licenses and construction easements.
2. Manual operation of any pumping and/or metering stations.
3. Environmental/erosion controls (i.e., hay bales, silt fence etc.) that may be required adjacent to manholes, access points and/or water supply hose.
4. Access to and use of fire hydrants and/or sufficient water supply (within 500 ft. of the installation site) to complete flushing and CIPP installation.
5. Burial and/or ramping of discharge or bypass hose/pipe.
6. External service reconnections.
7. Traffic control, including without limitation, police details, flagmen and special traffic control setups.
8. Obstruction removal (calcium, concrete, mineral deposits, roots, etc.) and/or protruding tap removal.
9. Point repairs.
10. Bypassing of services or laterals.
11. Repair of pipe damaged during any industry standard high-pressure jet cleaning operations, preparation or lining and any subsequent cleaning necessary to remove debris that has fallen into the pipe as a result of any such collapse or repair.
12. Directives setting forth which service connections must be reinstated prior to final CCTV inspection.
13. Locations of and access (of ITLLC equipment and/or personnel) to all manholes associated with the project and as required by ITLLC's work plan.
14. Equivalent pipe diameter access from the invert to the street level. This may include removal of the frame, cover and/or cone section of the liner installation manhole(s) such that the opening at the street level is no less than equivalent to the pipe diameter.
15. Payment and Performance bonds. If payment and performance bonds are required, add 2.5% to the total Project cost.
16. Removal and disposal of any hazardous or toxic materials encountered during the Project.
17. Holiday work, rush delivery or adverse weather work (as defined by ITLLC).
18. Complete independent testing of liner samples from each installation. Will be provided if required per specifications.
19. Certified Professional Engineer stamped designs. Will be provided if required in specifications.
20. State and local sales and/or use taxes.
21. Additional premiums for special insurance coverage(s) specific to this project.

### **GENERAL TERMS AND CONDITIONS:**

1. ITLLC's Proposal is conditioned and shall adhere to the General Terms and Conditions written in the City of Daytona Beach Contract #0118-2600.

The information contained in this letter is proprietary to Insituform Technologies, LLC. and shall be retained by the recipient in confidence and shall not be published or otherwise disclosed to third parties without the express written consent of Insituform Technologies, LLC. The foregoing shall not preclude the use of any data which (i) was in its possession without restriction as to use prior to receipt as proprietary of the same or similar data from Insituform Technologies, LLC., (ii) is or becomes available from a public source on or after such receipt from Insituform Technologies, LLC. or (iii) is obtained by the recipient from a third party not under obligation of confidentiality or other restriction with respect to use.

Please do not hesitate to contact me with any further questions.

Very truly yours,

**Insituform Technologies, LLC.**

*Dave Raymond*

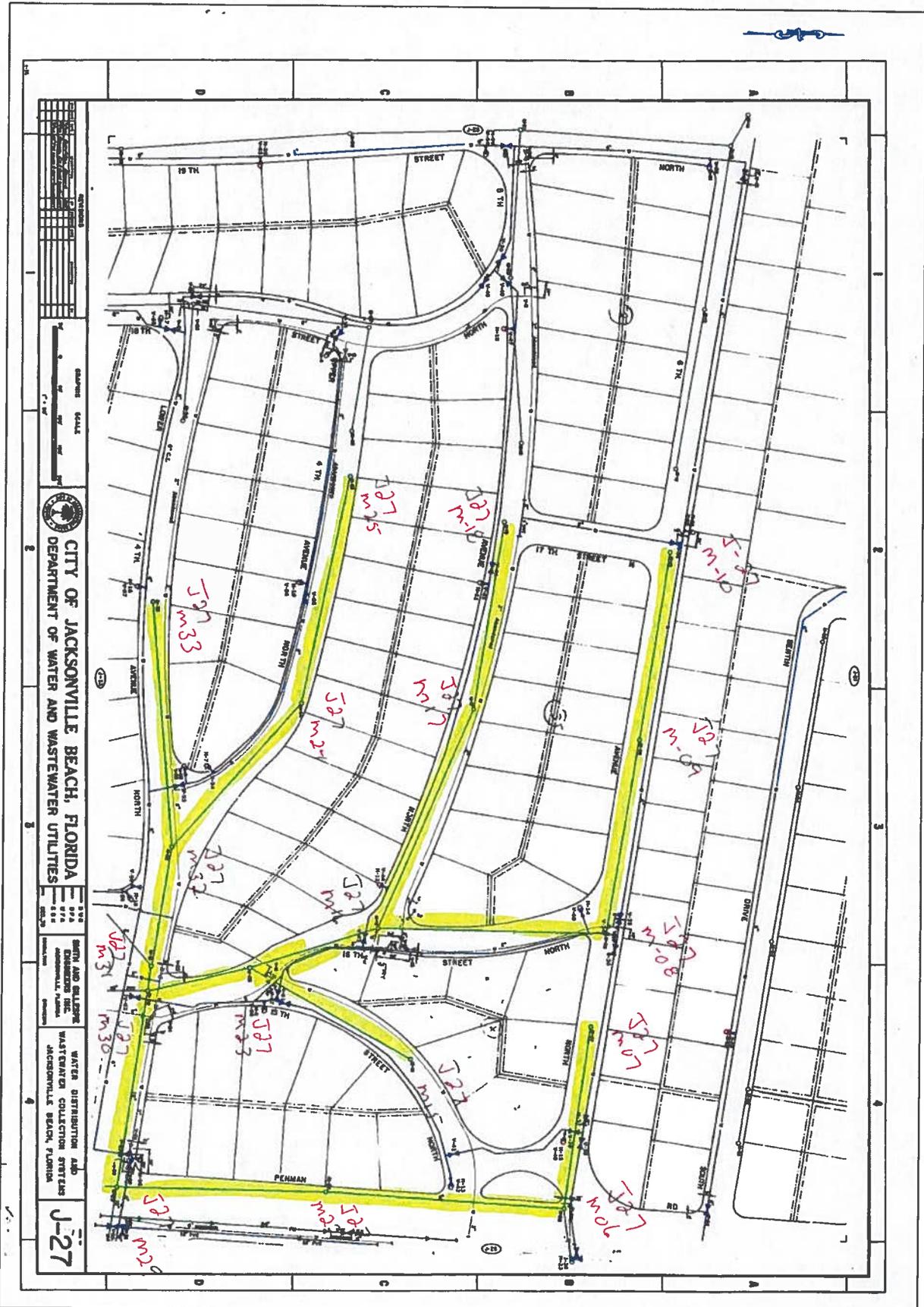
Dave Raymond  
Business Development Manager

Accepted By: \_\_\_\_\_  
(signed)

\_\_\_\_\_  
(print name)

Date: \_\_\_\_\_

Title: \_\_\_\_\_



CITY OF JACKSONVILLE BEACH, FLORIDA  
 DEPARTMENT OF WATER AND WASTEWATER UTILITIES  
 SMITH AND BULLING ENGINEERS INC. JACKSONVILLE, FLORIDA  
 WATER DISTRIBUTION AND WASTEWATER COLLECTION SYSTEMS JACKSONVILLE BEACH, FLORIDA  
 J-27

MEMORANDUM

City of  
 Jacksonville Beach  
 Operations &  
 Maintenance Facility  
 Department of Public  
 Works  
 1460-A Shetter Avenue  
 Jacksonville Beach  
 FL 32250  
 Phone: 904.247.6219  
 Fax: 904.247.6117  
 www.jacksonvillebeach.org

TO: Michael J. Staffopoulos, City Manager  
 FROM: Dennis W. Barron, Jr., Director of Public Works  
 SUBJECT: RFP No. 04-1920, Debris Monitoring Services  
 DATE: August 3, 2020

BACKGROUND

The intent of this RFP was to establish a five (5) year contractual arrangement with a qualified debris monitoring firm to insure a compliant and organized approach to debris management and reporting services, in order that the City may be reimbursed for this work. This will include services to monitor and report on the debris removal process, and ensure the debris is lawfully processed and disposed of from City and other public property, and two (2) private communities (The Sanctuary and Marsh Landing at Sawgrass) within the City of Jacksonville Beach following a disaster event.

The City advertised the RFP to eight (8) contractors on June 3, 2020, and three (3) contractors submitted bids electronically for the project on July 1, 2020. The RFP's were evaluated for conformance with the criteria set forth in the RFP Proposal. Consideration for the award was based on references, experience, methodology and approach, monitoring equipment and price. An evaluation committee of three (3) City employees independently evaluated each response. Following is a summary of the score tabulation:

Criteria		Average of Scores		
		DebrisTech	Tetra Tech	Thomson
1	Qualifications & Experience (20 points)	17.67	17.33	18.33
2	Operational Plan for the City (25 points)	23.67	21.33	22.67
3	Resources & Availability (20 points)	18.00	18.33	18.33
4	Past Performance (25 points)	24.00	21.67	22.67
5	Price Proposal (10 points)	10.00	4.33	7.67
<b>Total of Averaged Score</b>		<b>93.33</b>	<b>83.00</b>	<b>89.67</b>

REQUESTED ACTION

**Award/Reject** Proposal Number 04-1920, Debris Monitoring Services, to the highest ranked respondent, Debris Tech, LLC for a five (5) year contractual agreement.





City of  
Jacksonville Beach  
Property and  
Procurement Division  
1460A Shetter Avenue  
Jacksonville Beach  
FL 32250  
Phone: 904.247.6229  
Email: purchasing@jaxbchfl.net  
www.jacksonvillebeach.org

*This is the only recommendation notice you will receive. If there are other representatives in your firm working on this project, please forward to their attention.*

**NOTICE OF INTENT TO SUBMIT RFP FOR APPROVAL AND AWARD BY CITY COUNCIL**

Date: July 24, 2020  
From: Luis F. Flores, Property and Procurement Officer  
RE: **RFP No. 04-1920 Debris Monitoring Services**

Recommendation will be presented to the City Manager for:

RFP Number: 04-1920  
Title: Debris Monitoring Services

Award to: **DebrisTech, LLC**

Attached is the Selection Committee Collective Summary.

In accordance with the procedures set forth in Section XII K., of the City of Jacksonville Beach Purchasing Manual, a written notice of intent to file a protest must be filed with the Property and Procurement Officer within three (3) business days, Monday through Friday, 8:00 AM – 4:00 PM, after receipt by the respondent of the Notice of Intent To Submit RFP for Approval and Award By City Council from the Property and Procurement Officer.

The City reserves the right to further negotiate any proposal, including price, with the highest rated respondent. If an agreement cannot be reached with the highest rated respondent, the City reserves the right to negotiate and recommend award to the next ranked respondent or subsequent respondents, until an agreement is reached.

If awarded, please do not proceed with any work prior to receiving an official City of Jacksonville Beach Purchase Order and/or Notice-to-Proceed letter.

We would like to thank each respondent for their submittal.

Luis F. Flores

Luis F. Flores, Property and Procurement Officer  
1460A Shetter Avenue, Jacksonville Beach, FL 32250



Criteria 1 - Qualifications and Experience (20 Points)				
VENDOR	Member 1	Member 2	Member 3	SCORE
DebrisTech, LLC	18	18	17	17.66666667
Tetra Tech, Inc	19	16	17	17.33333333
Thompson Consulting Services, LLC	20	17	18	18.33333333

Criteria 2 - Operational plan for the CITY (25 points)				
VENDOR	Member 1	Member 2	Member 3	SCORE
DebrisTech, LLC	25	23	23	23.66666667
Tetra Tech, Inc	24	20	20	21.33333333
Thompson Consulting Services, LLC	23	23	22	22.66666667

Criteria - 3 Resources and Availability (20 points)				
VENDOR	Member 1	Member 2	Member 3	SCORE
DebrisTech, LLC	19	18	17	18
Tetra Tech, Inc	20	17	18	18.33333333
Thompson Consulting Services, LLC	20	18	17	18.33333333

Criteria - 4 Past Performance (25 points)				
VENDOR	Member 1	Member 2	Member 3	SCORE
DebrisTech, LLC	24	25	23	24
Tetra Tech, Inc	22	22	21	21.66666667
Thompson Consulting Services, LLC	23	23	22	22.66666667

Criteria - 5 Price Proposal (10 points)				
VENDOR	Member 1	Member 2	Member 3	SCORE
DebrisTech, LLC	10	10	10	10
Tetra Tech, Inc	3	5	5	4.33333333
Thompson Consulting Services, LLC	7	8	8	7.66666667

VENDOR	SCORE	Rank
DebrisTech, LLC	93.33333333	1
Tetra Tech, Inc	83	3
Thompson Consulting Services, LLC	89.66666667	2

## CONTRACT AGREEMENT FOR DEBRIS MONITORING SERVICES

THIS AGREEMENT is made and entered into this 17<sup>th</sup> day of August, 2020 by and between the CITY OF JACKSONVILLE BEACH, FLORIDA, a municipality organized and existing under the laws of the State of Florida, hereinafter called the CITY, and **DEBRIS TECH, LLC**, hereinafter called CONTRACTOR, for CONTRACTOR to provide CITY with debris monitoring services:

WITNESSETH:

CITY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

### **Article 1: Scope of Debris Monitoring Services.**

CONTRACTOR shall provide and complete all work as specified or indicated in the Contract Documents that include this Agreement and all Request for Proposal No. 04-1920 documents and CONTRACTOR's proposal to same, and any related CITY approved Change Orders. The Work contemplated by this Agreement is generally described as follows:

**REQUEST FOR PROPOSAL (RFP) No. 04-1920 DEBRIS MONITORING SERVICES  
(RFP No. 04-1920) for THE CITY OF JACKSONVILLE BEACH, FLORIDA,  
for a period of sixty (60) months from the effective date of this Agreement.**

All of CONTRACTOR's services shall be performed in accordance with the RFP Specifications prepared by the City of Jacksonville Beach, Public Works Department. Services shall be for all materials, equipment and services, including labor to perform Debris Monitoring Services, of which the requirements and scope of services are more specifically detailed in: **Attachment "A": RFP No. 04-1920.**

### **Article 2: CITY's Responsibility.**

Access to Work Area: The CITY shall provide the CONTRACTOR with reasonable access to all areas in which CONTRACTOR's services and obligations under this Agreement are to be performed and executed.

### **Article 3: Terms of Agreement.**

This Agreement shall be effective from the date of City Council action, **August 17, 2020**, and will continue in effect through sixty (60) calendar months ending on **August 17, 2025**.

### **Article 4: Nonexclusive Contract.**

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the CONTRACTOR. This Agreement does not restrict the CITY from acquiring similar, equal or like goods and/or services from other entities or sources. The CITY makes no guarantee of amount of work for the CONTRACTOR under this Agreement.

**Article 5: Payment To Contractor.**

The CONTRACTOR agrees to provide services as described in the contract documents and comply with the terms therein.

- 5.1 *For Basic Services:* CITY shall pay CONTRACTOR for Contractual Services performed or furnished under the **RFP No. 04-1920 (Attachment “A”)**, as set forth in the Contractor’s Proposal Packet (**Attachment “B”**) submitted by the Contractor in response to: **RFP No. 04-1920 and associated PROPOSAL TENDER FORM.**
- 5.2 *For Additional Services:* Notwithstanding the scope of work enumerated in **Attachment “A”: RFP No. 04-1920**, the CONTRACTOR will, upon written request from the CITY, provide any and all other services normally falling within the services offered by the CONTRACTOR. In advance of performance of additional services, CITY and CONTRACTOR shall agree in writing to the additional services and negotiated price, consistent with the type of services requested. CONTRACTOR shall not perform additional services without prior written agreement on the services and price by the CITY.
- 5.3 *Invoices.*
- A. *Preparation of Invoices:* Invoices will be prepared in accordance with CONTRACTOR’s standard invoicing practices and will be submitted to the CITY by CONTRACTOR, unless otherwise agreed. The invoices forms are subject to approval by the CITY Finance Department. The amount billed in each invoice will be calculated as set forth herein. Invoices are to be issued by the 10<sup>th</sup> of the month for services rendered in the previous month.
- B. *Payment of Invoices:* Invoices that are acceptable to the CITY are due and payable within 30 days of receipt.
- C. *Disputed Invoices:* In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. The parties shall attempt in good faith to resolve the disputed or contested invoice or portion of invoice in accordance with the RFP.
- 5.4 *Payment Upon Termination:* In the event of termination, CONTRACTOR will be entitled to be paid for all services performed or furnished through the effective date of termination.
- 5.5 *Records of CONTRACTOR’s cost:* Records of CONTRACTOR’s costs pertinent to CONTRACTOR’s compensation under this Agreement shall be kept in accordance with generally accepted accounting practices. Upon the CITY’s request, copies of such records will be made available by the CONTRACTOR to the CITY, at no cost to the CITY. CONTRACTOR’s costs records are public record.

**Article 6: Standards of Performance.**

CONTRACTOR and CITY shall comply with applicable Laws, Regulations, and CITY mandated performance standards and regulations. This Agreement is based on these requirements as of its Effective Date and includes the attached: **Attachment "A": RFP No. 04-1920.**

Changes to these requirements after the Effective Date may be the basis for modifications to CONTRACTOR's scope of work, times of performance, or compensation.

**Article 7: Contractor as Independent Contractor.**

It is expressly agreed and understood that the CONTRACTOR is in all respects, an independent contractor as to the WORK and is in no respect an agent, servant, or employee of the CITY. This Agreement and the Contract Documents specify the WORK to be done by the CONTRACTOR. The method to be employed to accomplish the WORK is the responsibility of the CONTRACTOR.

**Article 8: Subcontracting.**

CONTRACTOR may subcontract services to be performed hereunder with prior approval of the CITY. No such approval will be construed as making the CITY a party of or to such subcontract, or subjecting the CITY to liability of any kind to any subcontract. No subcontract shall, under any circumstances, relieve the CONTRACTOR of its liability and obligation under this Agreement. Despite any such subcontracting, the CITY shall deal through the CONTRACTOR, and subcontractors will be considered as workers and representatives of the CONTRACTOR.

**Article 9: Authorized Project Representatives.**

Upon the execution of this Agreement, CONTRACTOR and CITY shall designate specific individuals to act as representatives with respect to the services to be performed or furnished by CONTRACTOR and responsibilities of CITY under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the WORK on behalf of each respective party.

**Article 10: Inspection of Work.**

The CONTRACTOR shall furnish the CITY or the CITY's representative with every reasonable opportunity for determining whether or not the WORK is performed in accordance with the requirements of this Agreement. The CITY may appoint persons to inspect the CONTRACTOR's operations, equipment, and performance, and the CONTRACTOR shall permit these persons to make such inspections.

**Article 11: Right To Require Performance.**

The failure of either the CITY or CONTRACTOR at any time to require performance by the other party of any provisions hereof shall in no way affect the right of the performing party thereafter to enforce the same. Nor shall waiver by such party of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

---

**Article 12: Extraordinary Occurrences.**

It is agreed that in no event shall the CITY or CONTRACTOR be liable or responsible to each other or to other persons for damages resulting from deficiencies or delays in the work herein provided for, where such deficiencies or delays result from Acts of God, fire, natural disaster, or any other cause not within reasonable control of the CITY or the CONTRACTOR. The CONTRACTOR recognizes the essential nature of the services to be performed hereunder and will use its best efforts to discharge its functions despite such extraordinary occurrences.

**Article 13: Insurance.**

- 13.1 *Hold Harmless*: The CITY shall be held harmless against all claims, actions, and suits for bodily injury, disease, death, personal injury, and damage to property or loss of use resulting there from, to the extent caused by the CONTRACTOR or its SUBCONTRACTORS, unless such claims are a result of the CITY's sole negligence.
- 13.2 *Payment on Behalf* of the CITY: The CONTRACTOR agrees to pay on behalf of the CITY, the CITY's legal defense, for all claims, actions, and suits resulting from CONTRACTOR or its SUBCONTRACTORS' work under this Agreement. Such payment on behalf of the CITY shall be in addition to all other legal remedies available to the CITY and shall not be considered to be the CITY's exclusive remedy.
- 13.3 *Loss Control/Safety*: Precaution shall be exercised at all times by the CONTRACTOR for the protection of all persons, employees, and property. The CONTRACTOR shall comply with all laws, regulations and ordinances related to safety and health, shall make special efforts to detect hazardous conditions, and shall take prompt action where loss control and safety measures should reasonably be expected.
- 13.4 *Proof of Carriage of Insurance & Naming CITY as Additional Insured*. The CONTRACTOR shall furnish the CITY with satisfactory proof of carriage of insurance required herein. The CONTRACTOR shall name the City of Jacksonville Beach (CITY) as additional insured on the CONTRACTOR's, and any sub-consultant's or sub-contractor's Public Liability, Property Damage and Comprehensive Automobile Liability Insurance Policies. The additional insured shall be provided the same coverage as the primary insured for losses arising from work performed by the CONTRACTOR or its sub-consultant's or subcontractor's. The proof of carriage or a copy of all policies shall be required prior to commencement of any work under this Agreement.

The CITY 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 or losses from the CONTRACTOR to the CITY.

- 13.5 *Insurance Requirements. Basic Coverage's Required*: During the term of this Agreement, the CONTRACTOR shall procure and maintain the following-described insurance and/or self-insurance except for coverage's specifically waived by the CITY. All policies and

insurers must be acceptable to the CITY.

These insurance requirements shall not limit the liability of the CONTRACTOR. The CITY does not represent these types of amounts of insurance to be sufficient or adequate to protect the CONTRACTOR's interests or liabilities, but are merely minimums.

A. Workers Compensation Coverage is required.

The CONTRACTOR and all subcontractors shall purchase and maintain worker's compensation insurance for all workers compensation obligations imposed by state law with employers' liability limits of at least \$100,000 each accident, \$100,000 each employee and \$500,000 policy limit for disease.

The CONTRACTOR and all subcontractors shall also purchase any other coverage's required by law for the benefit of employees.

B. General Liability Coverage is required for all Contractors and Subcontractors.  
Commercial General Liability in Occurrence Form.

Coverage A shall include Bodily Injury and Property Damage coverage for liability claims arising from premises, operations, contractual liability, independent Contractors, products and complete operations and including but not limited to coverage for claims resulting from explosion, collapse, or underground (x,c,u) exposures (if any).

Coverage B shall include personal injury and **is required**

Coverage C, medical payments **is not required**.

Amounts:	Bodily Injury:	\$1,000,000	each occurrence
		\$1,000,000	Aggregate
	Property Damage:	\$1,000,000	each occurrence
		\$1,000,000	aggregate

C. Products and Completed Operations are required for Contractor and all Subcontractors.

Amounts: \$1,000,000 aggregate

D. Business Auto Liability Coverage is required for Contractor and all Subcontractors.  
Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance, or use of any vehicle, including owned, non-owned and hired vehicles, and employee non-ownership use.

Amounts:	Bodily Injury:	\$1,000,000	each occurrence
		\$1,000,000	Aggregate
	Property Damage:	\$1,000,000	each occurrence
		\$1,000,000	aggregate

D. Professional Liability is not required.

E. Pollution Liability required of all Contractors and Subcontractors.

The CITY requires Pollution/Environmental Liability insurance covering cleanup costs including on-site discovery and third party liability, on-site and off-site third party pollution liability coverage, natural resources damage coverage.

Limits of Liability:	\$1,000,000	Each Pollution Event Limit
	\$1,000,000	Aggregate Policy Limit

F. 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 coverage.

F. Claims Made Coverage – No Gap

If any of the required liability insurance is provided on a “claims made” form, such coverage shall extend for a period of not less than 36 months following completion of the contract. In the event of termination of a claims made policy, extended coverage may be provided by assurance that extended discovery coverage of at least 36 months will be purchased from the expiring insurer, or by assurance that the succeeding insurer will provide retroactive coverage with an inception date of at least on or before the effective date of this contract.

G. Certificates of Insurance

Required insurance shall be documented in Certificates of Insurance which provide that the CITY shall be notified at least thirty (30) calendar days in advance of cancellation, non-renewal, or adverse change.

New Certificates of Insurance are to be provided to the CITY at least fifteen (15) calendar days prior to coverage renewals.

If requested by the CITY, the CONTRACTOR shall furnish complete copies of the CONTRACTOR’s insurance policies, forms, and endorsements.

For Commercial General Liability coverage, the CONTRACTOR shall at the option of the CITY, provide an indication of the amount of claims, payments, or reserves chargeable to the aggregate amount of liability coverage. NOTE: Any sub-contractors approved by the CITY shall be required to provide proof of insurance identical in amounts as required by the contract to perform related services. All coverage's shall name the CITY as "additional insured".

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

**Article 14: Termination.**

The obligation to provide further services under this Agreement may be terminated:

- 14.1 *For cause.* By either the CITY or CONTRACTOR upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
- 14.2 *For convenience.* By the CITY, effective upon the receipt of notice by CONTRACTOR. The CITY's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the City Council.

**Article 15: Indemnification.**

**A: General Indemnity.** To the fullest extent permitted by law, CONTRACTOR shall hold harmless, indemnify and pay on behalf of the CITY, CITY's officers, directors, partners, agents, contractors, and employees from and against any and all costs, losses, and damages, including claims for bodily injury, disease, death, personal injury and damage to property or loss of use resulting therefrom, and for professional liability, (including, but not limited to all fees and charges of contractors, architects, attorneys, and other professionals, and all court, arbitration, or other resolution costs) caused by the negligent acts or omissions of CONTRACTOR or CONTRACTOR's officers, directors, partners, agents, contractors, employees, and CONTRACTOR's consultants, agents, and contractors in the performance and furnishing of CONTRACTOR's services under this Agreement, unless such claims are a result of the CITY's sole negligence. Such payments on behalf of the CITY shall be in addition to all other legal remedies available to the CITY and shall not be considered to be the CITY's exclusive remedy.

**B: Copyright and Intellectual Property Rights.** At CONTRACTOR's expense as described herein, CONTRACTOR shall indemnify, defend and hold CITY and its affiliates and their respective directors, officers, employees, and contractors and agents harmless from and against any claims that any of the professional services allegedly infringe a patent, copyright, trademark, trade secrets or other intellectual property right by defending against such claim and paying all

amounts that a court awards or that CONTRACTOR agrees to in settlement of such claim. CONTRACTOR shall also reimburse the CITY for all reasonable expenses incurred by the CITY in respect of each claim. To qualify for such defense and payment, CITY must: (i) give CONTRACTOR prompt written notice of such claim; and (ii) allow CONTRACTOR to control, and fully co-operate with CITY in the defense and all related negotiations. CONTRACTOR's obligation under this Section is conditional upon CITY's agreement that, if the professional services become, or in CONTRACTOR's opinion (as stated in writing to CITY by CONTRACTOR) is likely to become the subject of an infringement claim, then CITY shall permit CONTRACTOR, at CONTRACTOR's expense, either to procure the right for CITY to continue to use such intellectual property contained in the professional services or to replace or modify it so that it becomes non-infringing and retains in all material respects comparable functionality in the CITY's environment. CONTRACTOR shall have no obligation with respect to any claim to the extent it is based on (i) CITY's use of the intellectual property contained in the professional services in violation of this Agreement; (ii) modifications or user controlled features not authorized by CONTRACTOR; (iii) custom programming for which CONTRACTOR does not develop the specifications or where the code at issue is supplied by CITY. This subsection states CONTRACTOR's entire obligation regarding intellectual property right infringement.

**Article 16: Notices.**

Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon date of receipt.

**Article 17: Survival.**

All express representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination for any reason.

**Article 18: Severability.**

Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the CITY and CONTRACTOR, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

**Article 19: Waiver.**

Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

**Article 20: Headings.**

The headings used in this Agreement are for general reference only and do not have special significance.

**Article 21: Contract Documents.**

CONTRACT AGREEMENT for City RFP 04-1920  
City of Jacksonville Beach, Public Works Department  
Effective Date: 08/17/2020

TITLE: Debris Monitoring Services

Term: 60 months

End Date:08/17/2025

---

The Contract Documents which comprise the entire Agreement between the CITY and CONTRACTOR consist of the following, which are made a part thereof:

21.1 Contract Agreement (pages 1 to 11, inclusive).

21.2 **Attachment “A”:** RFP No. 04-1920 in total.

21.3 **Attachment “B”:** Bid Proposal Packet submitted by CONTRACTOR in response to RFP No. 04-1920, including, but not limited to:

- A. CONTRACTOR’S PROPOSAL TENDER FORM.
- B. CONTRACTOR’S DRUG-FREE WORKPLACE COMPLIANCE FORM.
- C. CONTRACTOR’S NON-COLLUSION STATEMENT.
- D. CONTRACTOR’S NON-BANKRUPTCY AFFIDAVIT.

There are no Contract Documents other than those listed above in this Article 21. The Contract Documents may only be altered, amended, or repealed in accordance with the Terms and Conditions in writing by both parties.

**Article 22: Governing Law**

This Agreement shall be governed by the laws of the State of Florida. Both parties agree that the courts of the State of Florida shall have jurisdiction of any claim arising in connection with this agreement. In the event of litigation arising out of this Agreement, the prevailing party shall be entitled to the award of attorney’s fees and costs at both the trial and appellate level.

**-- SIGNATURE PAGE FOLLOWS --**

CONTRACT AGREEMENT for City RFP 04-1920  
City of Jacksonville Beach, Public Works Department  
Effective Date: 08/17/2020

TITLE: Debris Monitoring Services

Term: 60 months

End Date:08/17/2025

IN WITNESS WHEREOF, the parties hereto have signed this Agreement in triplicate. One counterpart each has been delivered to CITY and CONTRACTOR. All portions of the Contract Documents have been signed or identified by CITY and CONTRACTOR on their behalf.

This Agreement was made and entered into as of the last signature date shown below and has Effective Date of August 17, 2020 (Article 3).

**CITY: CITY OF JACKSONVILLE BEACH, FLORIDA**

BY: \_\_\_\_\_  
William C. Latham, Mayor

Date Signed: \_\_\_\_\_

BY: \_\_\_\_\_  
Michael J. Staffopoulos, City Manager

Date Signed: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Laurie Scott, City Clerk

Date Signed: \_\_\_\_\_

**CONTRACTOR: DEBRIS TECH, LLC.**

BY: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

(CORPORATE SEAL)

ATTEST: \_\_\_\_\_

Date Signed: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

ATTEST: \_\_\_\_\_

Date Signed: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

CONTRACT AGREEMENT for City RFP 04-1920  
City of Jacksonville Beach, Public Works Department  
Effective Date: 08/17/2020

TITLE: Debris Monitoring Services

Term: 60 months

End Date:08/17/2025

---

AGENT FOR SERVICE OF PROCESS

**CITY:**

Address for Giving Notices:

City of Jacksonville Beach

Department of Public Works

1460A Shetter Avenue

Jacksonville Beach, Florida 32250

Designated Representative  
(Article 9):

Name: Dennis W. Barron, Jr.

Title: Director of Public Works

Phone Number: 904-247-6272

Facsimile Number: 904-247-6117

**CONTRACTOR:**

Address for Giving Notices:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Designated Representative  
(Article 9):

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Facsimile Number: \_\_\_\_\_

## ADDENDUM No. 1

RFP No.: 04-1920  
Title: Debris Monitoring Services

The purpose of Addendum No. 1 to RFP No. 04-1920 Debris Monitoring Services is to answer the following questions.

---

### Question 1:

On Page 12 of 58, 1.20 PERFORMANCE AND PAYMENT BONDS, the referenced RFP is asking for a \$5 Million performance and payment bond. Will the City accept Professional Liability Insurance in lieu of the bond?

### Answer 1:

**Contractors are required to provide Performance and Payment Bonds for the value of the work to be completed. Liability Insurance will not be acceptable by the City of Jacksonville Beach Public Works Department.**

---

### Question 2:

Per page 12 of the RFP, performance and payment bonds are required. We are kindly requesting that the City waives all of the Bonding requirements as the Federal procurement regulations in 2 CFR §200.325 only recommends bonding requirements for construction or facility improvements contracts. 2 CFR 200.325 states the following:

*§ 200.325 Bonding requirements. For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or passthrough entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:*

- a. A bid guarantee from each bidder equivalent to five (5%) percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.*
- b. A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.*
- c. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.*

**Answer 2:**

**Performance and Payment bonds will be needed once the contract is activated and a notice to proceed is issued, and will not be required at the time of the proposal submission. Performance and Payment bonds shall meet the requirements of Section 1.20 of the RFP. At the time of submission of the proposal show “proof of bond ability” from the proposer’s Surety Company indicating their ability to obtain a Performance and Payment bond of at least \$5,000,000.**

---

**Question 3:**

Section B, 1.7 of the RFP states that, “The selected firm shall mobilize personnel for this task and shall be fully mobilized to begin debris monitoring operations within 24 hours following the day of the disaster.” Similarly, Section B, 12 states that the contractor must mobilize a minimum of 24 hours “prior to a known or anticipated event.” As this timeline could be interpreted as ambiguous, would the City be willing to modify this requirement to state that the contractor must mobilize within 24 hours of a Notice to Proceed from the City?

**Answer 3:**

**The City expects that our Contractor will mobilize 24 hours prior to the anticipated landfall event so that they can meet with us the day after the event.**

---

**Question 4:**

Could the City clarify what type of occupational license is required under Tab 6 of the RFP?

**Answer 4:**

**City of Jacksonville Beach Business License.**

---

**Question 5:**

For the hourly rates required on Form 1, would the City prefer loaded/inclusive rates, or should bidders plan to bill operational expenses separately to the City without mark-up?

**Answer 5:**

**The rates should be all inclusive.**

---

**Question 6:**

Can the City clarify whether bidders should submit exceptions to the terms and conditions at the proposal stage, or if the parties will discuss negotiations post-award?

**Answer 6:**

**Submission of exceptions are not allowed.**

---

**Question 7:**

Under Section 1.18 (Safety Requirements), can the City clarify that the contract will only remain responsible for its own employees and subcontractors?

**Answer 7:**

**The Contractor shall be held responsible for its employees, subcontractors and any other individuals, entities, contractors or agents engaged by the Contractor to perform any of the services or associated services under the resulting contract to this RFP.**

---

**Question 8:**

Is the City open to negotiating a revision of language under Section 1.19 that ensures the contractor will hold the City harmless from acts or omissions directly related to services provided by the contractor?

**Answer 8:**

**No.**

---

**Question 9:**

Is the City open to negotiating a revision of language under Section 1.19 regarding fees and third-party claims?

**Answer 9:**

**No.**

---

**Question 10:**

Is the City open to negotiating a revision of language under Section 1.19 that restricts the Loss Control/Safety clause to the contractor's own employees and subcontractors?

**Answer 10:**

**No.**

---

**Question 11:**

Is the City willing to waive the performance and payment bond if the contractor can provide proof of professional liability insurance that adds the City as additional insured? If the bond cannot be waived, would the City consider reducing the final amount of the bond to the value of the Purchase Order or the NTE amount?

**Answer 11:**

**The requirements of Section 1.20 of the RFP remain applicable in full.**

---

**Question 12:**

Is the City open to negotiating a revision of language under Section 1.25?

**Answer 12:**

**No.**

---

**Question 13:**

Is the City open to negotiating a revision of language under Section 1.31 to ensure that liability is limited to acts or omissions directly related to services provided by the contractor?

**Answer 13:**

**No.**

---

**Question 14:**

Under Section 2.14 (Termination), would the City be willing to provide a written notice of no less than 10 days rather than five days?

**Answer 14:**

**No.**

---

**Question 15:**

Under Section 14, would the City consider using the Consumer Cost Index vs. the Employment Cost Index for price redetermination and calculations?

**Answer 15:**

**No.**

---

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE & ZIP: \_\_\_\_\_

SUBMITTED BY: \_\_\_\_\_

Printed name of authorized submitter

TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

## ADDENDUM No. 2

RFP No.: 04-1920  
Title: Debris Monitoring Services

The purpose of Addendum No. 2 to RFP No. 04-1920 Debris Monitoring Services is to provide additional guidance regarding occupational license requirements.

---

A proposer can submit the proposal without the local business tax receipt. That will not prevent the proposal from being considered responsive to the RFP.

If the responder gets awarded the RFP then the responder business shall obtain a City of Jacksonville Beach local business tax receipt before or upon execution of the agreement.

---

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE & ZIP: \_\_\_\_\_

SUBMITTED BY: \_\_\_\_\_  
Printed name of authorized submitter

TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_



# DEBRISTECH

ELECTRONIC DEBRIS MANAGEMENT SYSTEM

## CITY OF JACKSONVILLE BEACH, FL PUBLIC WORKS DEPARTMENT

RFP 04-1920 DEBRIS MONITORING SERVICES  
DUE: JULY 1, 2020 3:00PM

### Prepared by:

DebrisTech, LLC  
925 Goodyear Blvd  
Picayune, MS 39466

### Contact:

Brooks Wallace, P.E.  
601-916-1113 (cell)  
[brooks@debristech.com](mailto:brooks@debristech.com)

**Protecting Communities. Leading Recovery.**



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**FORM 1: PROPOSAL TENDER FORM** (Page 1 of 3)

RFP NUMBER:           04-1920          

RFP DATE:           7/1/2020          , 2020

TO: THE CITY OF JACKSONVILLE BEACH, FLORIDA

FROM:                                   DebrisTech, LLC                                  

Respondent must provide an hourly price on each pay item listed. If your company provides other related positions, please add as appropriate. Note that descriptions are indicative of the type of work normally performed but descriptions are not comprehensive. All entries in the entire proposal must be made clearly in ink. Hourly Prices on the *Proposal Tender Form* must be written in figures. Proposals in which the prices undistinguishable may be rejected by the CITY at its sole discretion.

**Table 1: Rate Structure Debris Monitoring**

Labor Classification	Hourly Rate
Principal	\$69.00
Project Manager	\$69.00
Field Operation Manager	\$55.00
Field Coordinator	\$45.00
Disposal Site Monitor with Electronic Device	\$36.00
Load Site Monitor with Electronic Device	\$36.00
FEMA/FHWA Liaison	\$55.00
Billing/Invoicing Manager	\$00.00
Data Manager	\$00.00
Automated Ticket Analyst	\$00.00

**Table 2: Rate Structure for Program Management**

Labor Classification	Hourly Rate
Principal In Charge	\$ 150.00
Subject Matter Expert	\$ 135.00
Project Manager	\$ 135.00
Senior Damage Assessment Estimator	\$ 100.00
Damage Assessment Estimator	\$ 75.00
Clerical	\$ 35.00
Senior FEMA Program Advisor	\$ 150.00
FEMA PA Program Coordinator	\$ 125.00
Grants Management Supervisor	\$ 90.00
Grants Manager	\$ 75.00
FEMA Project Specialist	\$ 65.00

**FORM 1: PROPOSAL TENDER FORM** (page 2 of 3)

**NOTE:** Respondent is solely responsible for developing/determining/verifying for this project all plans/all methods/all quantities/all measurements and all manufacturers' requirements/recommendations necessary to provide a satisfactory fully completed project under the provisions of the RFP, to the CITY's satisfaction, to include costs for all labor, all equipment, all materials, all rental/leasing/purchasing of equipment and materials, all preparations, all repairs, all safety work, all quality control work, all disposal work, all mobilization and demobilization work, all sub-contractor work, all taxes, all insurance, all bonding if required, all inspection work, all verification work, all warranty work, all permitting at all levels of government, all contractor overhead, all contractor profit, and any/all other project related work and/or cost/expense that is not listed, and all of which shall be the basis for the Respondent's proposal for this RFP, the cost of such is incorporated into the hourly rates as proposed on page 1 of the Proposal Tender Form.

I HEREBY CERTIFY that I have read and understand the requirements of RFP 04-1920 Standby Contract for Disaster Debris Management, Recovery and Response Services and as the Respondent, will comply with all requirements, and that I am duly authorized to execute this proposal/offer document and any contract(s) and/or other transactions required by award of this RFP.

COMPANY NAME: DebrisTech, LLC

ADDRESS: 925 Goodyear BLVD.

CITY, STATE & ZIP CODE: Picayune, MS 39466

TELEPHONE NUMBER: 601-658-9598

LICENSE NUMBER: 27-3362906

(If Corporation, President, Secretary and Treasurer identification)

PRESIDENT: N/A

SECRETARY: \_\_\_\_\_

TREASURER: \_\_\_\_\_

SEAL: (if Proposal is by a Corporation.)



**FORM 2**

**RFP AWARD NOTICE FORM**

***City of Jacksonville Beach***

1460A Shetter Avenue, Jacksonville Beach, FL 32250, (904) 247-6229

**Mandatory Cover Sheet**

**NOTICE:** Items 1 to 6 are to be completed by the Respondent. The Respondent is to submit the form to the CITY along with the *Unit Price Proposal Tender Form* and other required documents.

- 1. Company Name: DebrisTech, LLC
- 2. Address Name: 925 Goodyear Blvd.
- 3. City, State and Zip Picayune, MS 39466
- 4. Attention: Brooks Wallace
- 5. Phone: 601-658-9598 Fax: 601-658-9656
- 6. E-mail address: brooks@debristech.com

PLEASE PRINT CLEARLY

\*\*\*\*\*  
ITEMS BELOW TO BE COMPLETED BY THE CITY OF JACKSONVILLE BEACH  
\*\*\*\*\*

Proposals were received and evaluated, and the following recommendation will be presented to the City Council for award of RFP No. 04-1920 per the attached Proposal Tabulation form(s).

A written notice of intent to file a protest must be filed with the Purchasing Administrator within three (3) days after receipt by the Respondent or proposer of the Notice of Intent to Submit RFP for Approval and Award by City Council from the Purchasing Administrator in accordance with the procedures set forth in Section XII K., City of Jacksonville Beach Purchasing Manual.

If awarded RFP or combination of Pay Items, please do not proceed with any work prior to receiving an official City of Jacksonville Beach Purchase Order and/or Notice-to-Proceed letter.

Thank you for your proposal.

Sincerely,

CITY OF JACKSONVILLE BEACH  
/s/Luis F. Flores  
Property and Procurement Division

City of Jacksonville Beach - Public Works Department  
Administration  
03/27/20

RFP # 04-1920  
Debris Monitoring Services

**FORM 3**  
**REQUIRED DISCLOSURE FORM**

The following disclosure is of all material facts pertaining to any felony conviction or any pending felony charges in the last three (3) years in this State or any other state or the United States against (1) Respondent, (2) any business entity related to or affiliated with Respondent, or (3) any present or former owner of Respondent or of any such related or affiliated entity. This disclosure shall not apply to any person or entity which is only a stockholder, which person or entity owns twenty (20) percent or less of the outstanding shares of a Respondent whose stock is publicly owned and traded:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NONE

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signed: 

Title: President

Contractor: DebrisTech, LLC

**FORM 4**

***DRUG-FREE WORKPLACE COMPLIANCE FORM***

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

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

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

  
\_\_\_\_\_  
Vendor's Signature

(Word/Drug Free)

**FORM 5**

**NONCOLLUSION AFFIDAVIT**

Brooks Wallace, being first duly sworn deposes and says that:

1. He (it) is the President, of DebrisTech, LLC the Respondent that has submitted the attached Proposal;
2. He is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
3. Such Proposal is genuine and is not a collusive or sham Proposal;
4. Neither the said Respondent nor any of its officers, partners, owners, agents, representatives, employee, or parties in interest, including this Affidavit, have in any way, colluded, conspired, connived or agreed, directly or indirectly, with any other Respondent, firm or person to submit a collusive or sham Proposal in connection with the contract for which the attached Proposal has been submitted; or to refrain from responding in connection with such contract; or have in any manner, directly or indirectly, sought by agreement or collusion or communication, or conference with any Respondent, firm, or person to fix the price or prices in the attached Proposal or of any other Respondent, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price in any other Respondent, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed contract;
5. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Respondent or any other of its agents, representatives, owners, employees or parties in interest, including his affidavit.

By: *Brooks Wallace*

Sworn and subscribed to before me this 26th day of June,

20 20, in the State of Mississippi, County of Pearl River

*Debra McCormick* Notary Public

My Commission Expires: December 7, 2021



**FORM 6**

**NON-BANKRUPTCY AFFIDAVIT**

STATE OF Mississippi )

COUNTY OF Pearl River )

Brooks Wallace is an officer and member of the firm  
of DebrisTech, LLC, being first duly sworn, deposes and states that;

1. The subsequent certification statement is a true and accurate statement as of the date shown below.
2. The affiant understands that the intentional inclusion of false, deceptive or fraudulent statements on this Non-Bankruptcy Affidavit constitutes fraud; and, that the City of Jacksonville Beach, Florida, considers such action on the part of the affiant to constitute good cause for denial, suspension, revocation, disqualification, or rejection of affiant's participation in RFP #: 04-1920.
3. Certification Statement: This is to certify that the aforementioned firm has not filed for bankruptcy in the past seven (7) years and that no owner/officer or principal of the aforementioned firm has filed for bankruptcy personally in the past seven (7) years or has been an owner/officer or principal of a firm which has filed for bankruptcy in the past seven (7) years.

[Signature]  
Affiant Signature

Sworn to before me this 26th day of June, 20 20 by Brooks Wallace.  
(Name of affiant)

He/She is personally known to me or has produced \_\_\_\_\_ as identification.

[Signature]  
Signature of Notary

Debra McCormick  
Notary's Printed Name

December 7, 2021  
Expiration of Notary's Commission

Affix Seal Here:





## ADDENDUM No. 2

RFP No.: 04-1920  
Title: Debris Monitoring Services

The purpose of Addendum No. 2 to RFP No. 04-1920 Debris Monitoring Services is to provide additional guidance regarding occupational license requirements.

A proposer can submit the proposal without the local business tax receipt. That will not prevent the proposal from being considered responsive to the RFP.

If the responder gets awarded the RFP then the responder business shall obtain a City of Jacksonville Beach local business tax receipt before or upon execution of the agreement.

COMPANY NAME: DebrisTech, LLC

ADDRESS: 925 Goodyear Blvd

CITY, STATE & ZIP: Picayune, MS 39466

SUBMITTED BY: Brooks Wallace  
Printed name of authorized submitter

TITLE: President

SIGNATURE: 

DATE: June 29, 2020

## ADDENDUM No. 1

RFP No.: 04-1920  
Title: Debris Monitoring Services

The purpose of Addendum No. 1 to RFP No. 04-1920 Debris Monitoring Services is to answer the following questions.

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### Question 1:

On Page 12 of 58, 1.20 PERFORMANCE AND PAYMENT BONDS, the referenced RFP is asking for a \$5 Million performance and payment bond. Will the City accept Professional Liability Insurance in lieu of the bond?

### Answer 1:

**Contractors are required to provide Performance and Payment Bonds for the value of the work to be completed. Liability Insurance will not be acceptable by the City of Jacksonville Beach Public Works Department.**

---

### Question 2:

Per page 12 of the RFP, performance and payment bonds are required. We are kindly requesting that the City waives **all** of the Bonding requirements as the Federal procurement regulations in 2 CFR §200.325 only recommends bonding requirements for construction or facility improvements contracts. 2 CFR 200.325 states the following:

*§ 200.325 Bonding requirements. For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or passthrough entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:*

- a. A bid guarantee from each bidder equivalent to five (5%) percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.*
- b. A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.*
- c. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.*

**Answer 2:**

**Performance and Payment bonds will be needed once the contract is activated and a notice to proceed is issued, and will not be required at the time of the proposal submission. Performance and Payment bonds shall meet the requirements of Section 1.20 of the RFP. At the time of submission of the proposal show “proof of bond ability” from the proposer’s Surety Company indicating their ability to obtain a Performance and Payment bond of at least \$5,000,000.**

---

**Question 3:**

Section B, 1.7 of the RFP states that, “The selected firm shall mobilize personnel for this task and shall be fully mobilized to begin debris monitoring operations within 24 hours following the day of the disaster.” Similarly, Section B, 12 states that the contractor must mobilize a minimum of 24 hours “prior to a known or anticipated event.” As this timeline could be interpreted as ambiguous, would the City be willing to modify this requirement to state that the contractor must mobilize within 24 hours of a Notice to Proceed from the City?

**Answer 3:**

**The City expects that our Contractor will mobilize 24 hours prior to the anticipated landfall event so that they can meet with us the day after the event.**

---

**Question 4:**

Could the City clarify what type of occupational license is required under Tab 6 of the RFP?

**Answer 4:**

**City of Jacksonville Beach Business License.**

---

**Question 5:**

For the hourly rates required on Form 1, would the City prefer loaded/inclusive rates, or should bidders plan to bill operational expenses separately to the City without mark-up?

**Answer 5:**

**The rates should be all inclusive.**

---

**Question 6:**

Can the City clarify whether bidders should submit exceptions to the terms and conditions at the proposal stage, or if the parties will discuss negotiations post-award?

**Answer 6:**

**Submission of exceptions are not allowed.**

---

**Question 7:**

Under Section 1.18 (Safety Requirements), can the City clarify that the contract will only remain responsible for its own employees and subcontractors?

**Answer 7:**

**The Contractor shall be held responsible for its employees, subcontractors and any other individuals, entities, contractors or agents engaged by the Contractor to perform any of the services or associated services under the resulting contract to this RFP.**

---

**Question 8:**

Is the City open to negotiating a revision of language under Section 1.19 that ensures the contractor will hold the City harmless from acts or omissions directly related to services provided by the contractor?

**Answer 8:**

**No.**

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**Question 9:**

Is the City open to negotiating a revision of language under Section 1.19 regarding fees and third-party claims?

**Answer 9:**

**No.**

---

**Question 10:**

Is the City open to negotiating a revision of language under Section 1.19 that restricts the Loss Control/Safety clause to the contractor's own employees and subcontractors?

**Answer 10:**

**No.**

---

**Question 11:**

Is the City willing to waive the performance and payment bond if the contractor can provide proof of professional liability insurance that adds the City as additional insured? If the bond cannot be waived, would the City consider reducing the final amount of the bond to the value of the Purchase Order or the NTE amount?

**Answer 11:**

**The requirements of Section 1.20 of the RFP remain applicable in full.**

---

**Question 12:**

Is the City open to negotiating a revision of language under Section 1.25?

**Answer 12:**

**No.**

---

**Question 13:**

Is the City open to negotiating a revision of language under Section 1.31 to ensure that liability is limited to acts or omissions directly related to services provided by the contractor?

**Answer 13:**

**No.**

---

**Question 14:**

Under Section 2.14 (Termination), would the City be willing to provide a written notice of no less than 10 days rather than five days?

**Answer 14:**

**No.**

---

**Question 15:**

Under Section 14, would the City consider using the Consumer Cost Index vs. the Employment Cost Index for price redetermination and calculations?

**Answer 15:**

**No.**

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COMPANY NAME: DebrisTech, LLC

ADDRESS: 925 Goodyear Blvd

CITY, STATE & ZIP: Picayune, MS 39466

SUBMITTED BY: Brooks Wallace

TITLE: President

Printed name of authorized submitter

SIGNATURE: 

DATE: June 29, 2020

# Section 1 : Respondent's Profile and Submittal Letter

---



# DEBRISTECH

ELECTRONIC DEBRIS MANAGEMENT SYSTEM



Section Committee

City of Jacksonville Beach, FL

Subject : RFP - 04-1920 Debris Monitoring Services

DebrisTech, LLC, is a full-service debris monitoring firm built upon a foundation of experience, knowledge, and technology. The individuals comprising the DebrisTech team possess direct and relevant experience in the field of disaster response and recovery, specifically disaster debris monitoring. Our principal engineers come to the table with a combined half-century of experience in dealing with FEMA, disasters, and debris monitoring.

Experienced management must take place to navigate the after-effects of any storm. Their role will be to put years of professional emergency and disaster management to work for every client. A unique, integral, but non-human part of our team, is an Automated Debris Management System. The ADMS incorporates cutting edge technology and industry-first process automation, which serves as a real-time audit system for all debris removal operations. This core of our services is built upon streamlining the recovery process while automating the data collection for reimbursement purposes, ultimately ensuring the entire process operates quickly and efficiently.

DebrisTech is capable of providing our clients with fully compliant debris monitoring and removal contractor invoice reconciliation. Our FEMA certified project management team implement FEMA compliant documentation methodology and innovative reporting technology. In the field, load data is collected and reported to the management team, live. When we apply your GIS department's information, our ADMS implements a geo fence around the City and city districts. This fence allows us to immediately determine the owner load of debris and report it by district. Our data reconciliation methods are second to none based on speed and accuracy. We verify the contractor's invoice typically within one day and promptly recommend it for correction or payment. These innovative features, and practices, partnered with our debris monitoring experience, makes us uniquely qualified to fulfill any debris monitoring scope of work for any client.

I, along with a seasoned and highly capable project manager, will be handling the day to day debris monitoring requirements of your project as representatives of DebrisTech. The references provided are projects that were managed directly by this group. From our headquarters in Picayune, MS, we have responded to contract activations across the country within 24 hours, and are prepared to do the same for Jacksonville Beach. Please feel free to contact me directly, as the main point of contact and authorized negotiator, 601-916-1113, or by email, [brooks@debristech.com](mailto:brooks@debristech.com).

Thank you,

Brooks R. Wallace, P.E., President

**Protecting Communities. Leading Recovery.**

## ***5 Reasons Why DebrisTech is the Best Solution***

### ***1. Recent, Relevant Experience***

DebrisTech, LLC, is a full-service Debris Monitoring Firm provider solely focused on providing its clients with a personalized and professional debris monitoring solution. Based in Picayune, MS, DebrisTech provides Debris Monitoring Services to clients across the United States. **DebrisTech has provided Debris Monitoring Services to 69 Clients in 11 different States, and Puerto Rico.** Our experience is very recent and very relevant to the scope of services outlined in the RFP. DebrisTech has been the trusted debris monitor for counties and cities across the Country. Following contract activations and subsequent notice to proceed from these clients, we have responded within 24 hours.

### ***2. Cutting Edge Technology***

DebrisTech has the most innovative, advanced, user-friendly Automated Debris Management System (ADMS) in the industry. **Using an ADMS eliminates human error and potentially fraudulent activities associated with the traditional paper ticket system.** The DebrisTech ADMS has different fraud and abuse countermeasures to protect the Client from potential costly de-obligations. That is why many entities are requiring the use of an ADMS and not allowing the traditional paper ticket system. Our system was developed and coded in house, by people with direct experience with the debris monitoring process. Our ADMS is the only system in the industry that has a 3 point scan, with pictures, GPS coordinates and timestamps included at every stage of the debris removal process, all delivered to our Clients in Real-Time. Along with these features, the DebrisTech ADMS can identify the owner of the location of the debris. We are thereby eliminating loads documented outside of the project zone. By using the Client's shape file, each device can identify its location and determine if a ticket should be issued or not. If the device is outside of the Client or within an unauthorized city, it will not allow a ticket to be issued for the load. Preventing one entity from paying for debris that is not their responsibility.

### ***3. Simple, Competitive Pricing***

DebrisTech's pricing structure is very simple and very straightforward. The use of our Automated Debris Management System (ADMS) is apart of our methodology, and we do not work without it. **Most of our competitors have additional hourly charges if the Client wants to use an ADMS.** We do not have that same surcharge. Often there will be positions such as Load Data Entry Clerk featured on proposal forms. When utilizing the DebrisTech ADMS, positions such as these are not necessary and, therefore, will not be billed to the Client. **Not requiring these positions will undoubtedly result in cost savings to the Client**

### ***4. Innovative Right-of-Entry Module***

DebrisTech's Right of Entry Module is seamlessly integrated into the DebrisTech ADMS. Our ROE System simplifies the entire ROE process by tracking each property from the Application Phase to the Final Inspection and Closeout Phase. **Our system was developed and implemented for Moore, Oklahoma in 2013 and was the model for Louisiana following the 2016 Floods.** Not all disasters qualify for ROE assistance. However, we have the knowledge and experience to request and implement the program when the Disaster Specific Guidance permits.

### ***5. Personal Attention, Unmatched Service***

DebrisTech takes pride in cultivating personal, lasting relationships with our Clients. We realize that most of our Clients call on us during times of distress, and we recognize the tremendous responsibility associated with accurately and thoroughly documenting the debris removal process. This is why one of our Principals will always be on site during the startup phase of the project. For most Clients, Debris Removal is the single largest expense resulting from a natural disaster. Improper or incomplete Debris Monitoring can potentially cost the Client millions in reimbursements. DebrisTech is committed to providing the attention and service that is second to none.

# Respondent's Profile

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## DebrisTech, LLC

When a major disaster strikes, it is critical that response and recovery efforts be carried out quickly, safely, and efficiently. Since 2010, our Automated Debris Management System provides real time access to all aspects of debris removal operations through the DebrisTech Central Information Database. Debris Removal Monitors, equipped with our tracking devices, keep a bullet-proof digital record from start to finish.

Modeled after proven debris monitoring methods, DebrisTech replaces hand written tickets with real time data collection devices, raising the bar for documentation and security. Built-in automated fraud detection and audit tools reduce the risk of fraudulent activities and minimize the potential of costly de-obligations. The system can also provide agencies, such as FEMA or the Inspector General, real time access to the data. This access allows auditors to begin their task early, meaning quicker reimbursement and recovery.

DebrisTech takes pride in cultivating personal, lasting relationships with our Clients. We realize that most of our Clients call on us during times of distress and we recognize the tremendous responsibility associated with accurately and thoroughly documenting the debris removal process. DebrisTech is committed to providing the attention and service that is second to none.

## FEMA Compliance

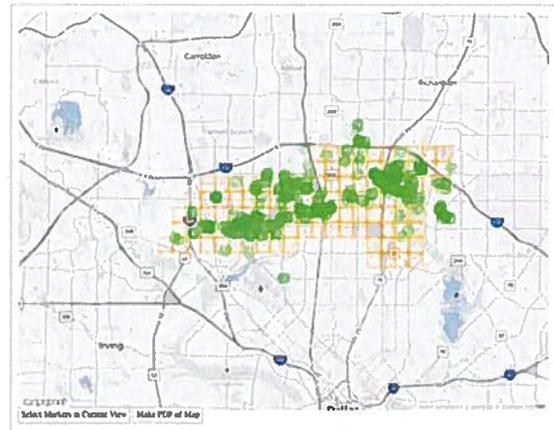
Monitoring the debris removal process from site loading to disposal with electronic tracking ensuring FEMA COMPLIANCE. Accurate documentation of debris removal and disposal operations and eligible associated costs is essential for any and all grant reimbursements from FEMA. DebrisTech's Debris Monitoring System Documentation will verify to FEMA that your debris removal operations are eligible for reimbursement, costs are reasonable, contract and procurement processes are appropriate, quantification of the debris is accurate, and the tracking of the debris to its final disposition is recorded and in absolute compliance with all regulatory requirements. Our debris monitors understand FEMA policies and guidelines, including eligibility issues and specifically those relating to debris. However, each disaster is unique and we will work with you and FEMA to develop any specific protocols necessary for your particular situation.

DebrisTech will Identify possible health/safety risks, verify operational compliance with FEMA eligibility criteria, check debris loading, staging, reduction, and disposal sites to ensure compliance with PA eligibility criteria, validate truck and trailer capacity certifications, evaluate operational efficiency, and oversee documentation requirements as outlined by FEMA. Our goal is to handle all monitoring of the debris removal process to ensure all guidelines are followed and your operations meet FEMA eligibility requirements.



DebrisTech has helped communities across the country pick up the pieces after major disasters. Our team members have lived through hurricanes and other disasters, and we've seen first-hand what it means to a community and its residents. Our mission is to alleviate the burden of monitoring the process of the debris removal so that the leaders and residents of stricken communities can focus on each other and begin to heal, and ensuring that all costs incurred are eligible for reimbursement by FEMA. Debris removal monitoring is a very engaged process requiring focus and understanding of many areas of operation and federal guidelines. DebrisTech fully understands that these areas include:

- Understanding of Removal Contracts and Reimbursements
- Accurate and Objective Estimation of Debris Quantities
- Understanding of All Phases of Debris Management Operations
- Knowledge of Loading Sites, DMSs, and Final Disposition Sites
- Accurate Differentiation of Debris Types
- Adherence to and Understanding of Site Safety Procedures
- Effective and Efficient Communication
- Experience and Knowledge of Construction Machinery



## GIS Compatible Geo-Fencing

The DebrisTech System also has interactive mapping features that allow authorized users to view the exact pickup and disposal location for each debris ticket in real-time. Once GIS boundaries are uploaded, the ADMS denies debris ticket acceptance if the contractor loads outside of the prescribed work zone. The ADMS assigns loads to certain districts of the clients maintained territories, such as city council districts or certain private communities

## Project Schedule

Before a disaster, DebrisTech helps the Client with its Debris Management Plan to ensure it meets FEMA regulations. We acts as advisors to the Client to maximize its return with FEMA. Our services in the planning stages will be at NO COST to the Client. The planning stage is a service DebrisTech provides as the Client's Monitoring Firm. With our ADMS, you have 24/7 access to the database that provides real-time updates on the progress of the Cleanup.

## Hiring Locally

DebrisTech understands the importance of utilizing local resources following a natural disaster. It is DebrisTech's policy to hire as many local workers as are available in the project area to fill the field coordinator, load monitor, and tower monitor positions. Because we utilize Apple's iPads for our load ticketing device, the training process is very efficient and takes less than 3 hours typically. This hiring and training process begins as soon as our management team reaches the area and continues until an adequate workforce establishes. We always work very closely with the Debris Removal Contractor to make sure that we have enough monitors available to meet their needs.

Below is a table that summarizes the activities that will take place over the duration of the project:

0-24 Hours	24 Hours	24 Hours	48 Hours	1 Week	1 Month
Set up in Disaster Center	Bring in Leadership	Begin Training Bring in Monitors Training	1 Monitor Per Contractor Training	Maintain 1/1 Ratio Training	Start Invoicing to expedite reimbursement
Mobilize Key Personnel	Help estimation of debris quantity	Meet with other Contractor	Maintain Data Base with Official	Determine if Monitor Ratio is adequate	Continuing updates on Progress
Place notice for Monitors in Area	Start Hiring Process	Start Clean up Operations with Contractors		Continue Debris Monitoring Operations	

## Litigation

DebrisTech, LLC certifies that neither the Company, nor any employee of the Company, has any conflict of interest, either direct or indirect, about the services sought herein pursuant to Federal or State Law or regulations.

DebrisTech, LLC certifies that it has never had any contract cancelled since formation in August of 2010.

DebrisTech certifies that it is not operating under Chapter 11 or any other financial restraints that would preclude its ability to enter into equipment leasing or rental arrangement.

DebrisTech certifies that it has not been prohibited from doing business with any government entity for any reason since its formation in 2010.

DebrisTech certifies that it has specific experience providing disaster debris monitoring following natural or manmade disasters.

DebrisTech is not currently involved in and has not had any claims, arbitrations, administrative hearings, or lawsuits related to debris monitoring, disaster recovery, or consulting brought against our company.

## Meeting Scope of Services

DebrisTech, LLC is fully capable of meeting all aspects of the scope of services listed in this RFP. We understand that Jacksonville Beach resides in an area that has experienced damage from hurricanes and could require debris monitoring services in response to other types of events during this contract. Since 2010, we have provided our clients with all the data necessary to receive reimbursement for their debris removal cost and we intend to do the very same for the City of Jacksonville Beach.

Brooks Wallace, P.E. is the Managing Member of DebrisTech, LLC. DebrisTech is a Mississippi Limited Liability Company that is authorized to perform business in Florida. The federal identification number is 27-3362906.

MIL000003762

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

PICK-UP  WAIT  MAIL

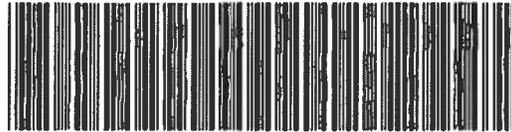
(Business Entity Name)

(Document Number)

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TALLAHASSEE, FLORIDA

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SUFFICIENCY OF FILING

16 MAY 18 PM 4:30

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**DATE:** 5/18/16

**NAME:** DEBRISTECH, LLC

**TYPE OF FILING:** APPLICATION

**COST:** 155.00

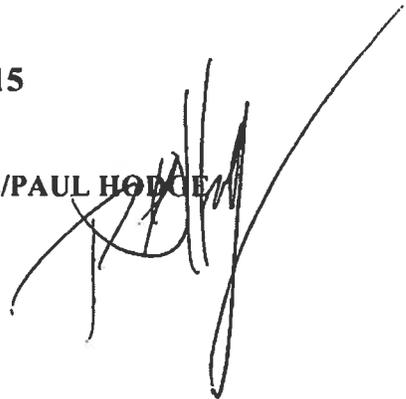
**RETURN:** CERTIFIED COPY PLEASE

**FILED**  
2016 MAY 18 A 8:51  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

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**ACCOUNT:** FCA000000015

**AUTHORIZATION:** ABBIE/PAUL HODGE



COVER LETTER

TO: Registration Section  
Division of Corporations

SUBJECT: Debristech, LLC

Name of Limited Liability Company

The enclosed "Application by Foreign Limited Liability Company for Authorization to Transact Business in Florida," Certificate of Existence, and check are submitted to register the above referenced foreign limited liability company to transact business in Florida..

Please return all correspondence concerning this matter to the following:

Tara Morales

Name of Person

Capitol Services - Corporate Filings Team

Firm/Company

206 E 9th St, Ste 1300

Address

Austin TX 78701

City/State and Zip Code

brooks@debristech.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Tara Morales

Name of Contact Person

at ( 800 ) 345-4647

Area Code

Daytime Telephone Number

**MAILING ADDRESS:**

Division of Corporations  
Registration Section  
P.O. Box 6327  
Tallahassee, FL 32314

**STREET ADDRESS:**

Division of Corporations  
Registration Section  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, FL 32301

Enclosed is a check for the following amount:

\$125.00 Filing Fee

\$130.00 Filing Fee &  
Certificate of Status

\$155.00 Filing Fee &  
Certified Copy

\$160.00 Filing Fee, Certificate  
of Status & Certified Copy

2016 MAY 18 A 8:51  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

FILED

APPLICATION BY FOREIGN LIMITED LIABILITY COMPANY FOR AUTHORIZATION TO TRANSACT BUSINESS IN FLORIDA

IN COMPLIANCE WITH SECTION 605.0902, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED TO REGISTER A FOREIGN LIMITED LIABILITY COMPANY TO TRANSACT BUSINESS IN THE STATE OF FLORIDA:

1. Debristech, L.L.C. (Name of Foreign Limited Liability Company; must include "Limited Liability Company," "L.L.C.," or "L.L.C.")

(If name unavailable, enter alternate name adopted for the purpose of transacting business in Florida. The alternate name must include "Limited Liability Company," "L.L.C.," or "L.L.C.")

2. Mississippi 3. 27-3362906 (Jurisdiction under the law of which foreign limited liability company is organized) (FEI number, if applicable)

4. (Date first transacted business in Florida, if prior to registration.) (See sections 605.0904 & 605.0905, F.S. to determine penalty liability)

5. 925 Goodyear Boulevard, Picayune, MS 39466

(Street Address of Principal Office)

6. 925 Goodyear Boulevard, Picayune, MS 39466

(Mailing Address)

7. Name and street address of Florida registered agent: (P.O. Box NOT acceptable)

Name: NRAI Services, Inc.

Office Address: 1200 South Pine Island Road

Plantation, Florida 33324 (City) (Zip code)

Registered agent's acceptance:

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this application, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

By: Kristin Bolden, Assistant Secretary (Registered agent's signature)

8. The name, title or capacity and address of the person(s) who has/have authority to manage is/are:

Brooks R. Wallace, Manager

925 Goodyear Boulevard, Picayune, MS 39466

9. Attached is a certificate of existence, no more than 90 days old, duly authenticated by the official having custody of records in the jurisdiction under the law of which it is organized. (If the certificate is in a foreign language, a translation of the certificate under oath of the translator must be submitted)

Signature of an authorized person

This document is executed in accordance with section 605.0203 (1) (b), Florida Statutes. I am aware that any false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S.

Brooks R. Wallace, Manager (Typed or printed name of signer)

FILED 2018 MAY 18 A 8:51 SECRETARY OF STATE TALLAHASSEE, FLORIDA



DELBERT HOSEMANN  
*Secretary of State*

Office of the Secretary of State  
 Jackson, Mississippi

### Certificate of Good Standing

I, C. DELBERT HOSEMANN, JR., Secretary of State of the State of Mississippi, and as such, the legal custodian of the records as required by The Mississippi Limited Liability Company Act to be filed in my office do hereby certify:

**DEBRISTECH, LLC**

Registered the 20th day of August, 2010

A Mississippi Limited Liability Company has filed the necessary documents in this office and has obtained a certificate of formation under the provisions of The Mississippi Limited Liability Company Act as shown by the records in this office.

That the registered office of said Limited Liability Company is located at:

925 Goodyear Boulevard  
 Picayune, MS 39466

And that the registered agent at that address is:

Wallace, Brooks

I further certify that said Limited Liability Company has paid the fees for filing the above papers required by law as shown by the records of this office, and that said Limited Liability Company is in good standing to do business in Mississippi at this time.

Given under my hand and seal of office  
 the 18th day of May, 2016

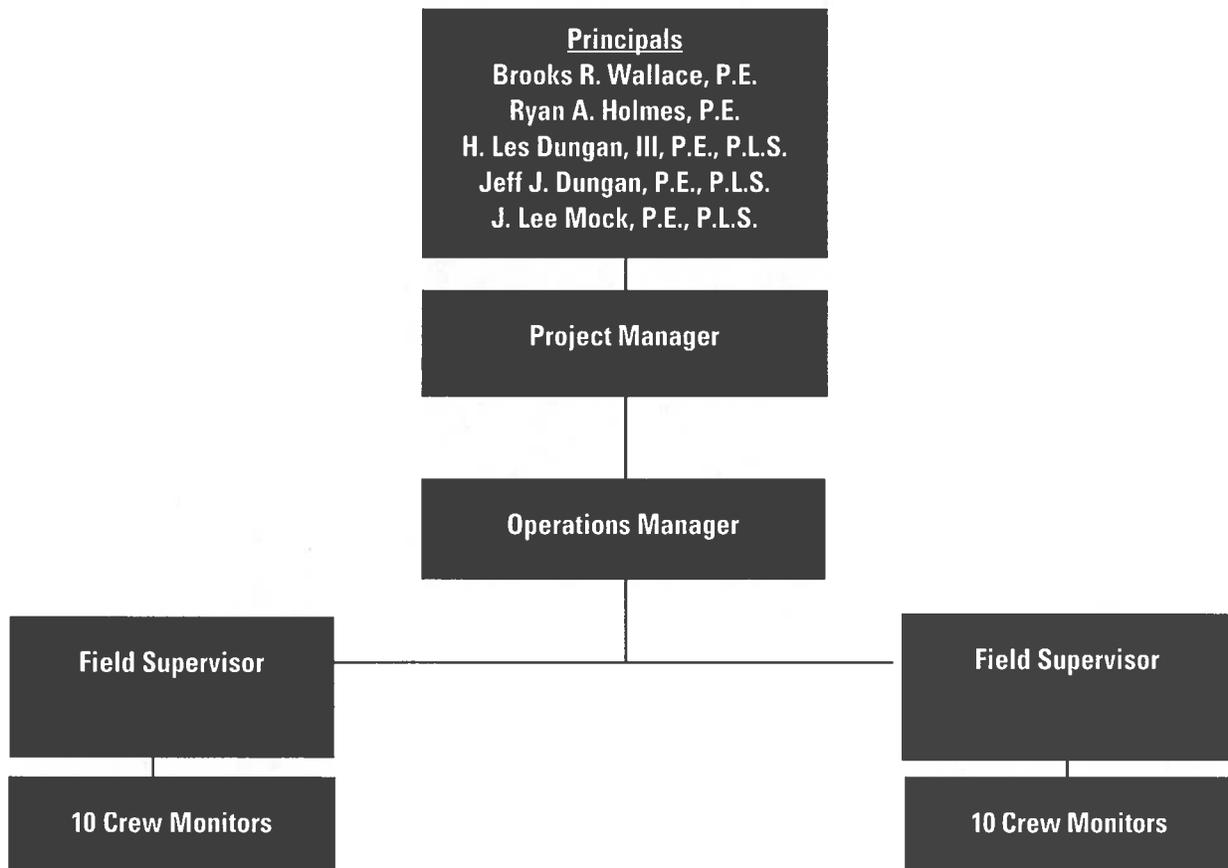
*C. Delbert Hosemann, Jr.*

C. DELBERT HOSEMANN, JR.  
*Secretary of State*

Certificate Number: CN16023663

Verify this certificate online at <http://corp.sos.ms.gov/corpcnv/verifycertificate.aspx>

# City of Jacksonville Beach, FL Organizational Chart



The number of Monitors will be dependent on the number of loading operations being operated by the Debris Removal Contractor.  
The Field Supervisor position will be staffed at one Supervisor per ten Monitors.

## Section 2 : References

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# DEBRISTECH

ELECTRONIC DEBRIS MANAGEMENT SYSTEM

# JACKSONVILLE BEACH

City of

Jacksonville Beach

Operations &

Maintenance Facility

Department of Public

Works

1460-A Shetter Avenue

Jacksonville Beach

FL 32250

Phone: 904.247.6219

Fax: 904.247.6117

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

October 22, 2018

Mr. Brooks Wallace, P. E.  
Principal

DebrisTech, LLC (ARX Disaster Management, Inc)  
925 Goodyear Blvd.  
Picayune, MS 39466

Subject: Letter of Recommendation

I am very pleased to say that DebrisTech (Formerly ARX Disaster Management, Inc.) is currently under a five (5) year continuing service contract with the City of Jacksonville Beach to provide debris monitoring services during declared emergencies.

In 2016 and 2017 DebrisTech provided debris monitoring services resulting from Hurricanes Matthew & Irma respectively. Members of their staff were very knowledgeable and up to date with all of the FEMA guidelines and regulations, which helped facilitate both of our claims to FEMA. Whenever we had questions, DebrisTech's staff had the answers. DebrisTech's staff worked very closely with our Debris Recovery Contractor and our in-house cleanup crews to make sure all of the debris and related expenses were accounted for and were able to be retrieved after the cleanup was completed. As a result of their efforts, our claims to FEMA went through without a hitch.

Prior to the issuance of DebrisTech's contract, the City of Jacksonville Beach performed debris monitoring with its in house personnel and it turned out to be a total farce. Records were damaged, lost or forgotten and I am positive that the City of Jacksonville never came close to recovering the amount of money that they could have, if they would have had a contractor like DebrisTech to perform the necessary paperwork.

In closing, I would like to state that it has been a pleasure working with all of the members of DebrisTech and I look forward to continue to work with such a well ran organization.

Sincerely,

*Dennis R. Dupries*

Dennis R. Dupries  
Construction Project Manager  
City of Jacksonville Beach, FL 32250



**SANDY KANE SMITH**  
President, District Five  
**HUDSON HOLLIDAY**  
Vice-President, District Three  
**DONALD HART**  
District One



**MALCOLM PERRY**  
District Two  
**FARRON MOELLER**  
District Four  
**MELINDA BOWMAN**  
Clerk of Board

**BOARD OF SUPERVISORS**  
PEARL RIVER COUNTY  
P.O. BOX 569  
POPLARVILLE, MS 39470  
(601) 403-2300  
(601) 403-2309 Fax  
**ADRAIN LUMPKIN, JR.**  
County Administrator

October 22, 2018

To Whom It May Concern:

Re: DebrisTech/Dungan Engineering, P.A.

This letter is to express my appreciation for the excellent work DebrisTech/Dungan Engineering, P.A. provided in response to Hurricane Isaac. DebrisTech/Dungan Engineering, P.A. worked well with County Officials to provide the necessary information needed to complete our request to FEMA. DebrisTech/Dungan Engineering, P.A.'s staff was experienced and knowledgeable in FEMA guidelines and regulations. Upon commencement of the work, DebrisTech/Dungan Engineering, P.A. was efficient in assisting with debris management and documentation. Their efforts and efficiency facilitated a fast pace project startup with great concentration to detail.

Finally, you will find that DebrisTech/Dungan Engineering, P.A. is very hands on and knowledgeable and adept to making changes on the fly. DebrisTech/Dungan Engineering, P.A. is hard working and does what it takes to get the job done.

Our experience with DebrisTech/Dungan Engineering, P.A. has been very positive and we would highly recommend their services. Should such condition arise again, we would hire DebrisTech/Dungan Engineering, P.A. for monitoring services.

I will be glad to answer any questions that anyone may have by calling 601-403-2302.

Sincerely,

A handwritten signature in blue ink, appearing to read "Adrain Lumpkin, Jr.", is written over a light blue horizontal line.

Adrain Lumpkin, Jr.  
County Administrator

City of  
**Neptune Beach**

33



**Andrew E. Hyatt**  
City Manager

October 23, 2018

To Whom It May Concern:

Re: Debris Tech

The City of Neptune Beach appreciates the efforts put forth by Debris Tech in assisting our city with the clean-up effort in the aftermath of Hurricane Irma. It is with great pleasure that I am writing this letter of recommendation on behalf of the residents of Neptune Beach, Florida.

The entire staff of Debris Tech was professional and trained properly in the reporting techniques required by FEMA. The Debris Tech staff worked closely with our debris removal team making the removal and reporting process efficient all the way to the complete removal of all storm debris. The data provided was presented in a manner that made it easy to reconcile invoices.

We had a very positive experience with Debris Tech and we highly recommend their services. Please let me know if you have any questions regarding the services Debris Tech provided the City of Neptune Beach.

Respectfully,

A handwritten signature in black ink, appearing to read "Leon Smith".

Leon Smith  
Director of Public Works

David Stevens, Chairman  
 Bill Watson, Vice-Chairman  
 Joel Williams, Commissioner  
 Charles Jordan, Commissioner  
 Kelly S. Spratt, Commissioner

Adam S. Poppell, III, County Attorney  
 Richard E. Braun, Jr., Deputy County Attorney  
 John "Patrick" Zoucks, County Manager  
 Shawn Jordan, Deputy County Manager  
 Sherrell D. Davis, County Clerk



McIntosh County Board of Commissioners

P.O. Box 584 • 1200 North Way • Darien, Georgia 31305 • 912-437-6671 • FAX 912-437-6416

October 24, 2018

To Whom It May Concern

In the aftermath of Hurricane Irma McIntosh County contracted with Debris Tech for monitoring debris removal. The staff of Debris Tech were very professional, and they were knowledgeable in the requirements of FEMA and GEMA. They kept detailed records during this event and when FEMA had questions about submitted, debris removal documentation, Debris Tech was always available to answer questions, and provide additional information on documenting debris. There was never a "let me get back to you on that" response.

In the event of another disaster McIntosh County would not hesitate to contact Debris Tech to monitor operations for the county. It was a pleasure working with them and we would recommend their services to anyone in need.

Sincerely,

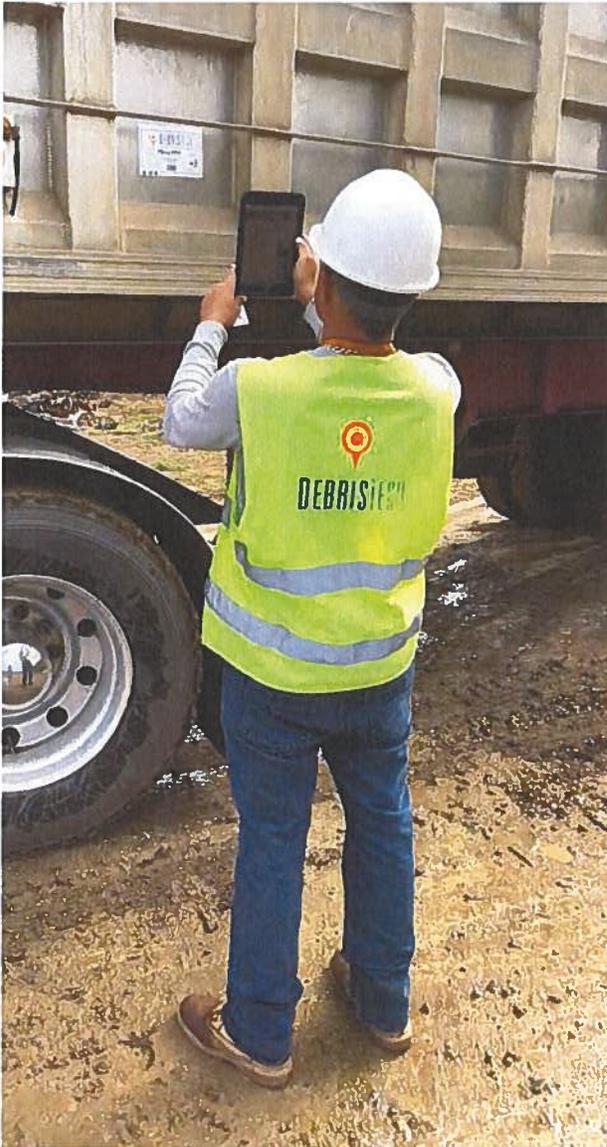
*Ty S. Poppell*

Director McIntosh County EMA  
 / Public Safety / Homeland Security  
 / County Safety Coordinator / CODE Enforcement  
 1019 Production Row  
 PO Box 584  
 Darien, Ga. 31305  
 Phone: 912-437-5170  
 Cell: 912-258-1343



## Section 2 : References

# Documentation of Experience



DebrisTech has helped communities across the country pick up the pieces after major disasters. Our team members have lived through hurricanes and other disasters, and we've seen first-hand what it means to a community and its residents. Our mission is to alleviate the burden of monitoring the process of the debris removal so that the leaders and residents of stricken communities can focus on each other and begin to heal, and ensuring that all costs incurred are eligible for reimbursement by FEMA. Debris removal monitoring is a very engaged process requiring focus and understanding of many areas of operation and federal guidelines. DebrisTech fully understands that these areas include:

- Understanding of Removal Contracts and Reimbursements
- Accurate and Objective Estimation of Debris Quantities
- Understanding of All Phases of Debris Management Operations
- Knowledge of Loading Sites, DMSs, and Final Disposition Sites
- Accurate Differentiation of Debris Types
- Adherence to and Understanding of Site Safety Procedures
- Effective and Efficient Communication
- Experience and Knowledge of Construction Machinery

**Let our experience and understanding work for you.**

**Protecting Communities. Leading Recovery.**



## Puerto Rico DTOP - Hurricane Maria



### Project Highlights

- 1,303,358.2 CY of Vegetative Debris Monitored and Documented and counting
- 78,358.7 CY of C&D Debris Monitored and Documented and counting
- 300 Debris Removal/Trimming Crews
- 8 Disposal Sites in Operation

On September 20, 2017, Puerto Rico, the American Territory roughly 1,000 miles off the coast of Florida, was assaulted by the tenth most intense storm recorded in the Atlantic Ocean. Hurricane Maria swept across the 3,500 sq miles Island leaving devastation in its wake. That record-setting storm left more than 90% of the island in the dark; with a debris field that encompassed all of Puerto Rico.

The Government of Puerto Rico elected to divide the Island into 5 Zones and hired two, third party private consultants to Monitor and Document the removal and disposal of the storm generated debris. DebrisTech was selected to monitor the East and the North DTOP zones. These zones experienced the first effects of the destructive waves and winds brought on by Maria.

Utilizing DebrisTech's ADMS to monitor and record the Contractor's activities, the local government is able to track and manage their recovery in these zones with access to real-time information.

DebrisTech mobilized within 24 hours after Notice to Proceed while amassing a staff of 40 trained monitors and a management staff of 16 full-time DebrisTech employees keeping pace with the local government's desire to begin the recovery process as soon as possible.

DebrisTech is honored to be considered one of the top 2 firms in our respected field based on our past and current performances aiding cities, counties, states, and territories across the country in recovering from their own unexpected natural disasters. Due to the amount of personnel demand over a sustained period, coupled with agreed upon payment terms, this project is a shining example of DebrisTech's ability to engage in multi-million dollar endeavors across the country.

### Service Dates:

November 2017 - Present

### Client Contact Information

Ing. Emilio Garay Vega; PE, RPA  
 Special Assistant to the Executive Director of DTOP  
 787-722-2929 ext. 3034  
<mailto:egaray@dtop.pr.gov>



## "The Beaches" - Florida



In 2014 the **City of Jacksonville Beach** procured DebrisTech to provide debris monitoring services until 2019. This pre-procured contract and their approved debris management plan have allowed them to be fully prepared for the last 3 major hurricanes. DebrisTech was contractually required to be in the EOC within hours of each storm's passing to begin the first push and the required debris removal documentation.

Upon activation in 2016 for Hurricane Matthew, DebrisTech was recognized as a necessity by two neighboring beach cities, **Neptune Beach and Atlantic Beach**. These cities utilized the cooperative purchasing clause in Jacksonville Beach's RFP to enter into an agreement with DebrisTech to provide debris monitoring services in October of 2016.

DebrisTech was responsible for documenting every hazardous limb and tree, along with every load of storm-generated debris, from these 3 cities. DebrisTech also documented the removal of this debris to its final resting place in the haul out phase.

After Irma in 2017, DebrisTech was able to monitor and document the removal of all eligible storm-generated debris, along with hundreds of hazardous trees and limbs, from the public right of way for all 3 cities. Because of the geographic proximity of these cities, DebrisTech was able to leave 1 project manager to service and address any concerns brought up by each city.

### Project Highlights

- 240,000 CY of Debris Monitored and Documented
- 1,500 Hazardous Hanger and Leaner Tickets Processed
- Vegetative, C&D, and HHW Debris Classified, Removed, and Disposed
- 3 Temporary Disposal Sites
- 40 Monitors and other Staff members

### Service Dates:

October 2016 -January 2017

October 2017 - January 2018

### Client Contact Information

Dennis Dupries, Construction Engineering Project Manager, Jacksonville Beach

904-247-6220

[ddupries@jaxbchfl.net](mailto:ddupries@jaxbchfl.net)

Leon Smith, Public Works Director, Neptune Beach

904-270-2423

[leonsmith@neptune-beach.com](mailto:leonsmith@neptune-beach.com)

Scott Williams, Director of Public Works, Atlantic Beach

904-247-5834

[swilliams@coab.us](mailto:swilliams@coab.us)



## McIntosh County, GA - Hurricane Matthew and Irma



### Project Highlights

- 40,809 CY of Debris Monitored and Documented and counting
- 9,000 Leaner and Hangers Documented
- Vegetative, C&D, and private property debris, Removed, and Disposed

McIntosh County, GA is located on the coast of southeast Georgia, 90 miles north of Jacksonville, FL, with very little history of being affected by hurricanes. After the storm, the county elected to procure a debris monitoring firm to take over the documentation and monitoring responsibilities for the debris removal process. DebrisTech was tasked with monitoring all of the debris removal activities and documenting the entire process to ensure proper FEMA protocol and that reimbursement would not be jeopardized.

DebrisTech was able to respond within 24 hours with project manager Tyler Williamson being staged in Jacksonville Beach, FL. Mr. Williamson was assisting the project manager assigned to Jacksonville Beach, in preparation for McIntosh County to issue DebrisTech a notice to proceed.

The hurricane left a debris field that littered the rural and urban right of ways of the county with nearly 41,000 CY of eligible debris to be removed. In addition, thousands of leaners and hangers left in hazardous positions in need of removal.

The county needed a company that could quickly customize its own ADMS to document debris removal within the boundaries of local municipalities residing in the county and accurately provide officials with real time information about the progress of the recovery for each municipality, and county district.

DebrisTech provided ADMS devices and support of these devices to DebrisTech monitors, throughout the debris removal operation. DebrisTech mobilized within 24 hours after Notice to Proceed was given by the county.

DebrisTech was able to accurately document and track debris classified into different categories (C&D or Vegetative) throughout the City and provide detailed reports and statistics for the debris removed for each neighborhood in real time. We currently maintain a great relationship with the county but are not bound by a pre-event contract.

### Client Contact Information

Mr. Ty S. Poppell  
Director McIntosh County EMA  
912-258-1343 - cell phone  
[ty.poppell@mcintoshcounty-ga.gov](mailto:ty.poppell@mcintoshcounty-ga.gov)



## Memphis, TN



Memphis, TN was affected by a straight line wind event in late may of 2017. This event resulted in 100 MPH winds decimating the natural foliage caused citywide blackouts, and made hundreds of homes uninhabitable.

The city of Memphis was declared a federal disaster and entered into a contract with DebrisTech to document the removal of eligible storm debris, to include leaner and hangers, and to implement our renowned Right of Entry documentation system. As is done for every client, DebrisTech documented the removal of eligible storm debris with its nationally recognized ADMS. DebrisTech does not provide services to a client without the ADMS and has never failed to respond to a contract activation.

After 3 months of Debris Removal operations, tree trimming was inn full swing. Nearly fifteen thousand leaning trees or hanging hazardous branch were removed and documented.

### Project Highlights

- 425,000 CY of Debris Monitored and Documented
- 14,000 Leaners and Hangers Documented
- 8,600 Load Tickets Processed
- 40 Debris Removal Crews
- 3 Disposal Sites in Operation
- Focus on Vegetation & ROE

After hazardous tree issues were serviced in the public right of way, the right of entry process was approved. The city began entering private property of those who qualified to remove hazardous/ threatening trees. This act will no doubt save the city and it's citizen time and expense in the future. The level of documentation provided by the DebrisTech Electronic Debris Management System was a critical component of Memphis' recovery process.

### Service Date

June 2017 - January 2018

### Client Contact Information

Mr. Philip Davis  
Deputy Solid Waste Director  
901-576-6872  
[philip.davis@memphistn.gov](mailto:philip.davis@memphistn.gov)



## City of Dallas, TX



On the evening of October 20, discrete supercell thunderstorms developed across the Dallas–Fort Worth metroplex, contributing to several tornadoes. One of those tornadoes caused EF3 damage in the Dallas suburbs, becoming the costliest tornado event in Texas history, at \$1.55 billion. A later squall line contributed to additional tornadoes and a widespread swath of damaging winds as the system tracked eastward.

The City promptly advertised for debris management services and debris monitoring services. DebrisTech was selected to provide debris monitoring services. Once selected, standard protocols were initiated to alert previously notified debris monitors in the area to coordinated on boarding and specific duty/safety training. After consulting with the management/removal contractor it was determined that 60 monitors would be required to properly monitor the removal operation. Our management team responded within 24 hours and was fully staffed within 48 completely documenting the required aspects of the removal operations.

The initial operation was to gather debris from the right of way and process it at separate Temporary

### Project Highlights

- 409,330.6 CY of Debris Monitored and Documented
- 6,191 Leaners and 2,700 Hangers Documented
- 48 Debris Removal Crews
- 3 Disposal Sites in Operation
- Focus on Vegetation & Waterway Clearing

Debris Management Sites before hauling it out to a permanent disposal site east of Dallas. Parks and drainage waterways experienced extensive damage from the EF3 level winds. Our monitors utilized the ADMS to capture crucial data that was required if the city was to receive any reimbursement from FEMA for the clearing and removal services.

### Service Date

October 2019 - February 2020

### Client Contact Information

Mr. Tim Oliver

Solid Waste Director

214-670-5111

[timothy.oliver@dallascityhall.com](mailto:timothy.oliver@dallascityhall.com)



## Debris Monitoring References

### City of Dallas, TX

1500 Marrilla St., Dallas, TX  
75201

Tim Oliver, Solid Waste Director

214-670-5111

timothy.oliver@dallascityhall.org

October 2019 - February 2020

CY:409,000

### Puerto Rico-DTOP

PR-185, Canóvanas, 00729,  
Puerto Rico

Ing. Emilio Garay Vega, PE  
RPA

787-722-2929 ext 3034

egaray@dtop.pr.gov

November 2017 - Present

CY: 1,300,000

### Pamlico County , NC

302 Main St. Bayboro, NC

Tim Buck, County Manager

252-745-3133

tim.buck@pamliccounty.org

October 2018-December 2018

CY:7,300,000

### Macon-Bibb Couty, GA

700 Poplar st., Macon, GA  
31201

Spencer Hawkins,

EMA Director

478-954-8143

shawkins@maconbibb.us

October 2017 - January 2018

CY:97,436

### Memphis, TN

125 N. Main St., Memphis,  
TN

Deputy Director of Solid  
Waste, Phillip Davis

901-576-6872

phillipdavis@memphistn.gov

June 2017 - January 2018

CY: 430,000

### City of Hattiesburg, MS

PO Box 1898, Hattiesburg,  
MS 39402

Lamar Rutland, Director of  
Engineering

601-545-4540

lrutland@hattiesburgms.com

January 2017- July 2017

CY:135,000

## Section 3 : Experience of Personnel

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# DEBRISTECH

ELECTRONIC DEBRIS MANAGEMENT SYSTEM

# Key Personnel



## Brooks Wallace, P.E., President

[brooks@debristech.com](mailto:brooks@debristech.com)

Brooks R. Wallace, P.E. created DebrisTech in 2010 in response to a need for real-time auditing of debris removal projects. He has a vast array of experience in the field of civil engineering and in debris removal monitoring. Working as an engineer on numerous projects in South Mississippi, including the aftermath of Hurricane Katrina, he was able to identify vulnerabilities and inefficiencies in the process of debris removal operations and monitoring. He realized that the technology was available to provide real-time data to FEMA and municipal supervisors overseeing cleanup efforts while creating a database of information that could be referenced at any time for compliance purposes. Utilizing the technology currently available, Mr. Wallace developed the software platform for what has evolved into a system that is revolutionizing the process of debris monitoring and compliance.

A civil engineer by trade, Mr. Wallace has dealt with countless municipal and county projects involving infrastructure upgrades and the modernization of local and regional maps and surveys. He has worked with law enforcement agencies, municipal governments, state agencies, and FEMA on projects ranging from smart growth plans to large-scale utility and resource redesigns.

Mr. Wallace will perform contractual negotiations, contractor invoicing, software development, and asset/personnel assignment. He is proficient in preparation planning, analysis, monitoring procedures, and personnel management. The technology he developed, along with previous experience, creates an invaluable leader for the DebrisTech team.

## Experience

DebrisTech, LLC

Founder/Creator - 2010 - Present

Dungan Engineering, P.A.

Principal Engineer - 2002 - Present

## Education

University of Mississippi

Bachelor of Science, Civil Engineering

## Disasters Worked

2020 DR-4536 Mississippi Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2019 DR-4470 Mississippi Severe Storms

2019 EF1 Tornado Dallas, TX

2019 DR-4465 Hurricane Dorian

2019 DR-4450 Mississippi Severe Storms

2019 DR-4429 Mississippi Severe Storms

2018 DR-4406 Hurricane Michael (AL)

2018 DR-4400 Hurricane Michael (GA)

2018 DR-4399 Hurricane Michael (FL)

2018 DR-4393 Hurricane Florence (NC)

2017 DR-4339 Hurricane Maria (PR)

2017 DR-4338 Hurricane Irma (GA)

2017 DR-4337 Hurricane Irma (FL)

2017 DR-4332 Hurricane Harvey (TX)

2017 DR-4320 Straight-line Winds (TN)

2017 DR-4314 Straight-line Winds (MS)

2017 DR-4297 Tornadoes (GA)

2017 DR-4295 Tornadoes (MS)

2016 DR-4284 Hurricane Matthew (GA)

2016 DR-4283 Hurricane Matthew (FL)

2016 DR-4277 Flooding (LA)

2016 DR-4263 Flooding (LA)

2015 DR-4248 Tornadoes (MS)

2015 DR-4247 Ice Storm (OK)

2015 DR-4205 Tornadoes (MS)

2015 Avian Influenza (IA)

2014 DR-4175 Tornadoes (MS)

2013 DR-4117 Tornadoes (OK)

2013 DR-4101 Tornadoes (MS)

2012 DR-4085 Hurricane Sandy (NY)

2012 DR-4081 Hurricane Isaac (MS)

2008 DR-1786 Hurricane Gustav (LA)

Protecting Communities. Leading Recovery.



## Ryan Holmes, P.E.

ryan@debristech.com

Ryan A. Holmes is a licensed engineer and Principal at DebrisTech. Collateral duties include business development, project management, and marketing. Mr. Holmes has over 12 years of diversified civil engineering experience. He is uniquely talented, drawing from his experience with municipal, county, and state governments, along with private clients. Mr. Holmes has worked on numerous debris removal projects, including several projects along the Mississippi coast in the aftermath of Hurricanes Katrina and Isaac, and along the east coast following Hurricanes Matthew and Irma. He continues to aid in the recovery efforts in Puerto Rico while utilizing DebrisTech's cutting edge technology, Mr. Holmes has successfully assisted the aforementioned communities with "cradle to grave" documentation of debris collection and disposal.

Past experience, together with these skills, make Mr. Holmes a valuable asset to DebrisTech. He provides vision and leadership for our clients, integrating new technology and delivery of unparalleled debris monitoring and compliance. DebrisTech has offered an opportunity for Mr. Holmes to showcase his diversified talents to provide practical applications of advanced technology in a way that is easily deployable and repeatable. His skills in dealing with municipalities and government agencies have elevated DebrisTech as a leader in the debris removal monitoring industry.

## Experience

DebrisTech, LLC

Principal and Owner - 2012 - Present

Dungan Engineering, P.A.

Principal Engineer - 2007 - Present

## Education

University of Mississippi

Bachelor of Science, Civil Engineering

## Disasters Worked

2020 DR-4536 Mississippi Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2017 DR-4339 Hurricane Maria (PR)

2017 DR-4338 Hurricane Irma (GA)

2017 DR-4337 Hurricane Irma (FL)

2017 DR-4314 Straight-line Winds (MS)

2017 DR-4295 Tornadoes (MS)

2016 DR-4284 Hurricane Matthew (GA)

2016 DR-4283 Hurricane Matthew (FL)

2016 DR-4277 Flooding (LA)

2016 DR-4263 Flooding (LA)

2015 DR-4205 Tornadoes (MS)

2014 DR-4175 Tornadoes (MS)

2013 DR-4117 Tornadoes (OK)

2012 DR-4085 Hurricane Sandy (NY)

2012 DR-4081 Hurricane Isaac (MS)



## H. Les Dungan, III, P.E., P.L.S.

[les@dunganeng.com](mailto:les@dunganeng.com)

H. Les Dungan, III, P.E., P.S. has 27 years of experience in the field of civil engineering. With a career that began in the government ranks with time working with the Mississippi Department of Environmental Quality and Natural Resources Conservation Service, he now serves as a self-employed consultant to various counties and municipalities in South Mississippi. Mr. Dungan has served as County Engineer for Jefferson Davis County and City Engineer for the Town of Prentiss for 20 years. He has also served as County Engineer for Pearl River County for 15 years.

Mr. Dungan has dedicated his career to serving the engineering needs of the entities and individuals that have placed their trust in him. He has a vast array of experience in the field of civil engineering and debris removal monitoring. Working on numerous projects in South Mississippi with disaster related services, including the aftermath of Hurricane Katrina, Mr. Dungan was able to provide the technical support needed in order for Pearl River County to have the confidence to use local contractors to perform the immense clean-up operation.

As a civil engineer, Mr. Dungan has planned and administered the construction of various kinds of transportation and utility infrastructure type projects. He has worked with both counties and municipalities in South Mississippi on projects ranging from bridge replacement to water treatment plants.

With DebrisTech, Mr. Dungan hopes to help cities and communities recover from disasters more quickly and efficiently, in order for the return of normal life to come as soon as possible. His desire to assist and his ability to manage, along with his previous experience, create a valuable addition to the team which is DebrisTech, LLC.

## Education

Bachelor of Science Civil Engineering  
Mississippi State University, 1987

## Positions

- Principal & Owner  
DebrisTech  
2010 - Present
- Principal Engineer  
Dungan Engineering, P.A.  
1993 - Present



## Jeff J. Dungan, P.E., P.L.S.

[jeff@dunganeng.com](mailto:jeff@dunganeng.com)

Jeff J. Dungan, P.E., P.S. has 26 years of experience in the field of civil engineering. With a career that began with Anderson Engineering in Columbia, Mississippi, he now serves as co-founder and Principal with Dungan Engineering, PA serving counties and municipalities in South Mississippi. Mr. Dungan has served as County Engineer for Lawrence, Walthall and Marion County and City Engineer for the Town of Tylertown for over 15 years. He has also served as County Engineer in Lincoln County for the past 8 years.

Mr. Dungan has dedicated his career to serving the engineering needs of the entities and individuals that have placed their trust in him. He has a vast array of experience in the field of civil engineering and debris removal monitoring. Working on numerous projects in South Mississippi with disaster related services, including the aftermath of Hurricanes Katrina, Gustav and Isaac, Mr. Dungan was able to provide the technical support needed by many local governments throughout the south. His services enabled these local governments to have the confidence to use local contractors to perform the immense clean-up operation efficiently and at a reasonable cost.

As a civil engineer, Mr. Dungan has planned and administered the construction of various kinds of transportation and utility infrastructure type projects. He has worked with both counties and municipalities in South Mississippi on many types of projects, such as roadway construction and maintenance, bridge replacements, water and waste-water treatment plants, industrial buildings and airports.

With DebrisTech, Mr. Dungan hopes to help cities and communities recover from disasters more quickly and efficiently, in order for the return of normal life to come as soon as possible. His desire to assist and his ability to manage, along with his previous experience, create a valuable addition to the team which is DebrisTech, LLC.

## Education

Bachelor of Science Civil Engineering  
Mississippi State University, 1988

## Positions

- Principal & Owner  
DebrisTech  
2010 - Present
- Principal Engineer  
Dungan Engineering, P.A.  
1993 - Present

**Protecting Communities. Leading Recovery.**



## J. Lee Mock, P.E., P.L.S.

lee@dunganeng.com

Mr. Mock has 20+ years of experience in the field of civil engineering. With a natural bent for precision, a keen attention to detail, and driven to work with both efficiency and excellence, Mr. Mock embodies the company-wide commitment to solving problems and creating solutions for every project and every client.

Mr. Mock has dedicated his career to serving the engineering needs of the entities and individuals that have placed their trust in him. He has a vast array of experience in the field of civil engineering and debris removal monitoring. Working on numerous projects in South Mississippi with disaster related services, including the aftermath of Hurricanes Katrina and Issac.

As a civil engineer, Mr. Mock has planned and administered the construction of various kinds of transportation and utility infrastructure type projects. He has worked with both counties and municipalities in South Mississippi on projects ranging from bridge replacement and dam rehabilitation to water and wastewater treatment plant designs.

With DebrisTech, Mr. Mock hopes to help cities and communities recover from disasters more quickly and efficiently, in order for the return of normal life to come as soon as possible. His desire to assist and his ability to manage, along with his previous experience, create a valuable addition to the team which is DebrisTech, LLC.

## Education

Bachelor of Science Civil Engineering  
Mississippi State University, 1994

Bachelor of Business Administration  
University of Mississippi, 1990

Associate of Arts  
Pearl River Community College, 1988

## Positions

- Principal & Owner  
DebrisTech  
2010 - Present
- Principal Engineer  
Dungan Engineering, P.A.  
1994 - Present



## Tyler Williamson

twilliamson@debristech.com

Tyler Williamson is a Project Manager with DebrisTech. Collateral duties include overseeing the daily operations of the assigned projects, including coordinating the recovery efforts with the client, FEMA PA consultants, local, state and federal agencies. He has exceptional documentation practices and excels in strategical planning. Mr. Williamson has several years of experience with DebrisTech at nearly every position in the company. He has worked on more than 40 debris removal and disaster recovery projects. He is leading our efforts in Puerto Rico with the training and supervision of hundreds of debris monitors. He also manages data, produces daily reports, for the debris monitoring effort for the several project through the South East. Mr. Williamson has helped clients address their recovery needs through expertise, technology and knowledge. Utilizing past experience, together with these ever developing skills, make him a valuable asset to DebrisTech.

## Experience

### DebrisTech, LLC

Project Manager - Operations Manager-2015 - Present

Data Manager - Field Monitor - Field Supervisor - 2014

## Education

### University of Mississippi

Bachelor of Science in Business Administration,  
Managerial Finance

### Hinds County Community College

Associate of Arts

## Disasters Worked

2019 DR-4465 Hurricane Dorian

2019 EF1 Tornado Dallas, TX

2019 DR-4470 Mississippi Severe Storms

2019 DR-4465 Hurricane Dorian

2019 DR-4450 Mississippi Severe Storms

2019 DR-4429 Mississippi Severe Storms

2018 DR-4399 Hurricane Michael (FL)

2017 DR-4339 Hurricane Maria (PR)

2017 DR-4338 Hurricane Irma (GA)

2017 DR-4337 Hurricane Irma (FL)

2017 DR-4332 Hurricane Harvey (TX)

2017 DR-4320 Straight-line Winds (TN)

2017 DR-4314 Straight-line Winds (MS)

2017 DR-4297 Tornadoes (GA)

2016 DR-4284 Hurricane Matthew (GA)

2016 DR-4283 Hurricane Matthew (FL)

2016 DR-4277 Flooding (LA)

2015 Avian Influenza (IA)

2014 DR-4175 Tornadoes (MS)



## John McNeese

jmcneese@debristech.com

John McNeese is a Project Manager and has been working with the DebrisTech management team since 2012. He began as an instrumental part in leading the recovery efforts in Moore, Ok following the aftermath of one of the most devastating tornadoes in US history. Having an extensive background in communications, cost evaluation and construction, John excelled as a liaison between the client and contractor, aiding in the reimbursement process involved with federal funding. Prior to DebrisTech, John had been involved in recovery efforts as a debris contractor following Hurricane Katrina in 2005 and a project manager during the BP Oil Spill in 2010. Both of these events are considered two of the most historically devastating disasters along the Mississippi Gulf Coast. Mr. McNeese has since served as a project manager in Puerto Rico following Hurricane Maria, overseeing more than 450 employees and approximately 100 million dollars in debris removal costs. He is currently serving as a project manager for DebrisTech in Mississippi, following a series of devastating Tornadoes.

## Experience

### DebrisTech, LLC

2012 - Present - Project Manager

### Wallace Environmental

2010 - 2011 - Project Manager

### TL Wallace Construction

2010 - Project Manager

### Holiday Construction

2005 - 2006- Project Manager - Equipment Operator

### Independent Contractor

1997 - 2016 Commercial/Residential/Farm and Land Appraiser

## Education

### University of Mississippi

Bachelor of Science, University Studies

## Disasters Worked

2020 DR-4536 Mississippi Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2019 DR-4470 Mississippi Severe Storms

2019 DR-4465 Hurricane Dorian

2019 DR-4450 Mississippi Severe Storms

2019 DR-4429 Mississippi Severe Storms

2018 DR-4406 Hurricane Michael (AL)

2018 DR-4400 Hurricane Michael (GA)

2018 DR-4399 Hurricane Michael (FL)

2018 DR-4393 Hurricane Florence (NC)

2017 DR-4339 Hurricane Maria (PR)

2017 DR-4332 Hurricane Harvey (TX)

2017 DR-4314 Straight-line Winds (MS)

2017 DR-4295 Tornadoes (MS)

2016 DR-4277 Flooding (LA)

2015 Avian Influenza (IA)

2013 DR-4117 Tornadoes (OK)

2013 DR-4101 Tornadoes (MS)

2012 DR-4081 Hurricane Isaac (MS)

2010 Deepwater Horizon BP Oil Spill (MS)

2005 DR-1602 Hurricane Katrina (MS)



## Dennis Cruthirds

dennis@debristech.com

Dennis Cruthirds is a Project Manager with DebrisTech and was a former, long time employee of Dungan Engineering. His duties include the daily operations of the project, quality assurance/quality control of monitoring operations, the documentation of employee time, and delivering updates to the client's representative. Mr. Cruthirds has 12 years of experience in construction material testing and 14 years of debris monitoring. He brings a wealth of knowledge, capabilities, and experience to our clients and has worked on numerous debris removal monitoring and disaster recovery projects. During his career, Mr. Cruthirds has successfully managed the monitoring of millions of cubic yards of debris for some of the most catastrophic disasters across the nation. He has served as a project/site manager in Puerto Rico, after the effects of Hurricane Maria. His personality and experience affords him a perfect relationship with contractors, as well as our clients.

## Experience

### DebrisTech, LLC

2012 - Present - Project Manager

### Dungan Engineering, P.A.

2007 - 2018 - CMT Lab Manager - CMT Inspector

2005 - 2008 - Field Monitor - Field Supervisor - Operations Manager

## Education

### Emergency Management Institute - FEMA Certified

IS-00008.a, IS-00019.15, IS-00020.15, IS-00021.15,  
IS-00022, IS-00026, IS-00027, IS-00029, IS-00033.15,  
IS-00042, IS-00100.b, IS-00100.pwb, IS-00100.fda,  
IS-00107.15, IS-00144, IS-00207, IS-00247, IS-00250.a,  
IS-00265, IS-00293, IS-00324.a, IS-00325, IS-00346,  
IS-00366, IS-00362.a, IS-00386, IS-00395, IS-00403,  
IS-00420, IS-00520, IS-00522, IS-00546.a, IS-00547.a,

IS-00548, IS-00551, IS-00558, IS-00613, IS00632.a  
IS-00634, IS-00660, IS-00662, IS-00701.a, IS-00702.a,  
IS-00703.a, IS-00706, IS.00720, IS-00775, IS-00801,  
IS-00802, IS-00804, IS-00808, IS-00809, IS-00810,  
IS-00811, IS-00813, IS-00003, IS-00005.a, IS-00008.a,  
IS-00011.a, IS-00015.b, IS-00101.c, IS-00102.c,  
IS-00103, IS-00405, IS-00906, IS-00907, IS-00908,  
IS-00909, IS-00912, IS-00914

## Disasters Worked

2020 DR-4536 Mississippi Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2018 DR-4400 Hurricane Michael (GA)

2018 DR-4399 Hurricane Michael (FL)

2017 DR-4339 Hurricane Maria (PR)

2017 DR-4332 Hurricane Harvey (TX)

2017 DR-4314 Straight-line Winds (MS)

2017 DR-4295 Tornadoes (MS)

2016 DR-4277 Flooding (LA)

2016 DR-4263 Flooding (LA)

2015 DR-4205 Tornadoes (MS)

2014 DR-4175 Tornadoes (MS)

2013 PP Tornadoes (OK)

2012 DR-4085 Hurricane Sandy (NY)

2012 DR-4081 Hurricane Isaac (MS)

2008 DR-1786 Hurricane Gustav (LA)

2005 DR-1602 Hurricane Katrina (MS)

## Section 4 : Approach & Methodology

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# DEBRISTECH

ELECTRONIC DEBRIS MANAGEMENT SYSTEM



# Project Approach

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## Operations Plan

DebrisTech understands that Jacksonville Beach requires disaster debris monitoring services to support the oversight and management of debris recovery contractors and other damages incurred following a natural disaster. DebrisTech shall be prepared to provide a range of services, including field monitoring and other services as needed and ordered.

The Client requires the experience and support of DebrisTech's Debris Removal Monitoring Management Team following a natural disaster. DebrisTech will provide services which may include:

1. Coordinate daily briefings, work progress, staffing, and key items with local officials.
2. Selection and permitting of DMS locations and any other permitting/regulatory issues as necessary.
3. Scheduling work for all team members and contractors on a daily basis.
4. Hiring, training, scheduling, and managing field staff.
5. Monitoring recovery contractor operations and making/implementing recommendations to improve efficiency as well as speed up recovery work and assure all debris removal work meets FEMA eligibility guidelines.
6. Assisting local officials with responding to public concerns and comments.
7. Certifying contractor vehicles for debris removal using methodology and documentation practices appropriate for contract monitoring.
8. Furnishing and operating an automated/electronic (**paperless**) debris tracking system.
9. Develop daily operational reports to keep the client informed of work progress.
10. Development of maps, GIS applications, etc. as necessary.
11. Comprehensive review, reconciliation, and validation of debris removal contractor(s) invoices prior to submission to the client for processing.
12. Project Worksheet and other pertinent report preparation required for reimbursement by FEMA, and any other applicable agency for disaster recovery efforts by local staff and designated debris removal contractors.

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## Positional Duties

### 1. General

- 1.1. The Client requires the support of DebrisTech's Debris Removal Monitoring Team following a debris-generating event such as a hurricane, storm, or other event and debris management expertise. The debris monitoring is necessary to assure Federal Emergency Management Agency (FEMA) emergency plan and debris removal contract requirements are met by debris removal contractor. Documenting the removal of debris from public access roads, rights-of-way, and public property, monitoring the debris management sites, is DebrisTech's primary concern. The Client will assign a Debris Manager (DM). The Debris Manager will be the primary point of contact for DebrisTech and will resolve contract administration issues or questions.
- 1.2. Within 48 hours of notification, DebrisTech will provide adequate number of professionals and qualified personnel to monitor all debris loading sites and debris management sites. DebrisTech will increase its staffing from this point depending on the amount of removal equipment provided by the removal contractor. Major increases to the debris monitoring staff will be disclosed to the client's designated debris manager.
- 1.3. DebrisTech shall provide all debris monitors with appropriate personal protective equipment to include, but not be limited to: eye protection, hearing protection, safety vests, and hard hats, to comply with all federal, state, and local requirements.
- 1.4. DebrisTech supervision is responsible for resolving issues with truck drivers, and other contractor's personnel.
- 1.5. DebrisTech will utilize the DebrisTech Electronic Debris Management System to collect and report documentation of debris removal activities.
- 1.6. DebrisTech will provide temporary office space as necessary.

### 2. Load Site Monitoring Services

- 2.1. The primary function of the Loading Site Monitors is to issue debris load tickets for eligible debris removed from the Right of Way (RoW).
- 2.2. DebrisTech will within 48 hours, be prepared to provide qualified on site personnel to monitor debris removal operations at all debris loading sites located throughout the Client's designated area. Additional sites may be added as debris removal efforts increase. Each loading site may operate, approximately 12–14 hours per day, 7 days per week. The Client's Debris Manager in coordination may determine the exact number and location of loading sites with the debris removal contractor.
- 2.3. DebrisTech will provide all employees with DebrisTech handheld devices. These devices will allow each employee to capture all required data for each load of debris, such as: GPS coordinates, digital photographs, truck number, load number, debris type, and monitor identity. All DebrisTech devices communicate

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wirelessly with the DebrisTech Central Information Database. DebrisTech will also provide the Client with management, supervision, labor, and equipment necessary to initiate debris load tickets to document the removal of eligible debris from public access roads, public rights-of-way, and public property within the Client's designated area.

- 2.4. DebrisTech will be prepared to provide a Loading Site Monitor per site per day at a minimum of a 12-14 hour shift.
- 2.5. All Loading Site Monitors will speak English, be a minimum of eighteen (18) years of age and have a valid driver's license issued in the United States.
- 2.6. Supervisors and all identified Loading Site Monitors will attend a ½ day debris monitor training session. Training will be the responsibility of DebrisTech and will be coordinated with the Client's Debris Manager.
- 2.7. Monitors will be capable of working in an outside environment and be able to climb a staircase ladder of 10 feet high and lift 30 lbs.
- 2.8. The function of the Debris Monitor is to verify that only eligible debris is being removed from designated public rights-of-way and public property before it can be loaded into a debris removal vehicle.
- 2.9. DebrisTech will provide at least one (1) monitor for each debris removal vehicle to monitor and verify eligible debris removal from designated public access roads within the debris pickup zone.
- 2.10. DebrisTech will provide all employees with DebrisTech handheld devices. These devices will allow each employee to capture all required data for each load of debris, such as: GPS coordinates, digital photographs, truck number, load number, debris type, and monitor identity. All DebrisTech devices communicate wirelessly with the DebrisTech Central Information Database.

### **3. Debris Management Site Monitoring Services**

- 3.1. DMS Monitors are responsible for documenting the the amount (volume/weight) of debris entering the DMS.
- 3.2. DMS Monitors are responsible for documenting that the removal vehicles are empty when leaving the DMS
- 3.3. The primary function of the Debris Management Site Monitors is to complete the documentation of the load and estimate volumes that have been transported to the debris management site for processing or storage, and/or disposal.
- 3.4. DebrisTech will provide all employees with DebrisTech handheld devices along with all necessary equipment to document disposal of the debris.
- 3.5. Monitors will speak English, be capable of working in an outside environment, and be able to climb a staircase ladder of 10 feet high.

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- 3.6. Monitors will be a minimum of eighteen (18) years of age and have a valid driver's license issued in the United States.
- 3.7. Supervisors and all identified Debris Management Site Monitors will attend a ½ day debris monitor training session. Training will be the responsibility of DebrisTech and will be coordinated with the Client's Debris Manager.
- 3.8. Site Monitors will be capable of working in an outside environment and be able to climb a staircase ladder of 10 feet high and lift 30 lbs.

#### 4. Field Supervisors

- 4.1. Field Supervisor are to verify that only eligible debris is being removed from designated public rights-of-way and public property within assigned debris pickup zones in the Client's designated area.
- 4.2. Field Supervisors will be prepared to operate a minimum of 12 to 14 hours per day, 7 days per week and will be responsible for 10 load site monitors each.
- 4.3. Field Supervisors are expected to remain in contact with their assigned 10 debris monitors throughout the day and report their monitors location and removal vehicle information.
- 4.4. DebrisTech will provide all Field Supervisors with DebrisTech handheld devices.
- 4.5. Make multiple visits to all assigned loading sites and debris management sites on a random daily basis.
- 4.6. DebrisTech will provide all employees with **DebrisTech handheld devices**. These devices will allow each employee to capture all required data for each load of debris, such as: GPS coordinates, digital photographs, truck number, load number, debris type, and monitor identity.
- 4.7. All Field Supervisors will speak English, be a minimum of eighteen (18) years of age and have a valid driver's license issued in the United States.
- 4.8. Field Supervisors and all identified Debris Monitors will attend a ½ day debris monitor training session. Training will be the responsibility of DebrisTech and will be coordinated with the Client's Debris Manager.
- 4.9. Field Supervisors will be capable of working in an outside environment and be able to climb a staircase ladder of 10 feet high and lift 30 lbs.

#### 5. Operations Manager

- 5.1. Operations Manager primary goal is to execute the operations plan as directed by the project manager.
- 5.2. Coordinate debris monitoring operations to Field Supervisors.
- 5.3. Lead Field Supervisors in daily supervisor meetings.
- 5.4. Reviewing project clocking and clock out records.



5.5. Make multiple visits to all debris management sites on a random daily basis.

## 6. Project Manager

6.1. The project manager will serve as the primary point of contact for DebrisTech to the client.

6.2. The Project Manager will be involved in all aspects of the project.

6.3. Reports directly to the president of the company, Brooks Wallace.

## 7. Data Manager

7.1. DebrisTech Data Managers are assigned multiple projects. Their duties are often performed remotely in a location with the best possible internet connection.

7.2. Their primary role is to review every load removed from the RoW.

7.3. During this review process the data manager determine whether the ticket was recorded out of the project work zone, location eligibility, and correct debris type.

7.4. This position also communicates directly with the operations manager about data collection errors in the field to be addressed as quickly as possible.

## 8. Safety

8.1. All debris monitors are informed of safety procedure around large equipment in the afford mentioned training course administer by the management team.

8.2. DebrisTech will ensure that DebrisTech personnel adhere to all debris management site safety requirements.

### 8.3. PPE

8.3.1. Hard Hat

8.3.2. High Vis Safety Vest

8.3.3. Safety Glasses

8.3.4. CELL PHONE

8.3.5. Recommend Clothing

8.3.6. Long Pants

8.3.7. Collared Shirt

8.3.8. Close Toed Shoe



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## Section 5 : Automated Debris Management System

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# DEBRISTECH

ELECTRONIC DEBRIS MANAGEMENT SYSTEM



## ADMS & TimeLine

In response to an event as soon as authorities permit access, DebrisTech sends one of its Mobile Command and Communications Centers to the project area. Each Mobile Command and Communications Center is a specially equipped, self-contained unit that provides office and living quarters for its vital team members. Each unit has computers, printers, badging and placarding systems, communication systems, training systems, and an appropriate number of load and disposal site deployment kits. The load deployment kits typically contain 20 ruggedized tablets with MLPs, batteries, chargers, and ink cartridges, and many preprinted tickets.



The disposal site kits typically include 4 tablets with MLPs, remote scanners, laser printers, paper, and printer cartridges. The kits permitted for carry-on luggage and, when necessary, may travel ahead of the Mobile Command and Communications Center by airline.

### Scaleable

Because DebrisTech is standardized on Apple's iPads as the basis for its field unit and has partnered with national cellular providers, ramping up to hundreds of units can be done in a brief period. DebrisTech has created a customization system that can transform a best of class consumer-grade tablet to a ruggedized Debris Removal Monitoring Device in minutes — utilizing the iPad's and AppleTV's mirroring feature. The Mobile Command and Communications Center's outdoor video screen, DebrisTech's first responders, can train large groups of locally hired monitors at any location. Because of the iPad's inherently user-friendly and straightforward design, a typical training class usually lasts less than 2 hours. In a typical deployment, DebrisTech's first responders arrive and assess the severity of the event and determine how many support personnel are required to deploy and fully support the system.

Once the deployment begins, a new server instance of the DebrisTech Debris Management Database System is created and replicated at two or more locations. In the case of this contract, a third replication is set up for government use. One server instance is designated as the primary server, and field devices submit their data to it

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through a secure channel over a common carrier. The other servers are updated within minutes (usually seconds) and contain an exact copy of the records submitted by the field devices. One of the secondary servers is designated as a failover server should the primary server fail, or be inaccessible due to a regional communications outage. A redundant primary fiber loop serves DebrisTech's primary server location, and its secondary and tertiary servers are geographically remote and served by different ISPs. Upon completion of a mission, a copy of all data collected is delivered to the Client in Microsoft Excel and PDF format. DebrisTech is capable of meeting the daily reporting desired by the client. The data can also remain accessible through the DebrisTech Debris Management Database for any period as required by the contract. DebrisTech currently maintains 600 devices, 400 ready to be deployed.

## Paper Not Necessary



000140653



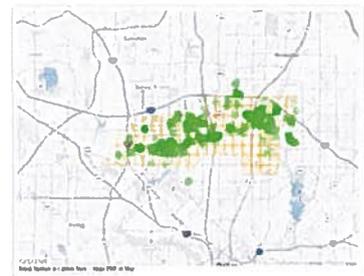
000140653

The DebrisTech Automated Debris Management System is modeled after a proven debris monitoring method that utilized a combination of handwritten paper tickets, electronic databases, and a Geographic Information System (GIS). The DebrisTech system follows this same model but replaces the handwritten tickets with real-time data collection devices. Paper receipts are still available but are no longer the primary record. DebrisTech handheld devices and software add a new level of documentation and security features. The built-in automated fraud detection and audit tools significantly reduce the potential for fraudulent activities that might result in costly de - obligations. The system can also provide real-time access to agencies, such as FEMA or the Inspector General, so that auditors can begin their task early, rather than months or years later.

The DebrisTech Automated Debris Management System provides real-time access to all aspects of debris removal operations through the DebrisTech Central Information Database. Data is fed to the Central Information Database in real-time by Debris Removal Monitors with DebrisTech devices. Authorized users have access to many different reports summarizing daily, weekly, or monthly activity by truck number, subcontractor, Right of Entry number, and other required documentation. This allows the debris management team to track the location and progress of debris removal crews, track the type and quantity of debris being collected, as well as fully document the loading and disposal locations, time, date, contractor, personnel, and equipment used. The real-time system eliminates the need for a large administrative staff to enter paper tickets manually.

## GIS Compatible Geo-Fencing

The DebrisTech System also has interactive mapping features that allow authorized users to view the exact pickup and disposal location for each debris ticket in real-time. Once GIS boundaries are uploaded, the ADMS denies debris ticket acceptance if the contractor loads outside of the prescribed work zone. The ADMS assigns loads to certain districts of the clients maintained territories, such as city council districts or certain private communities.



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### Administration View

In the desktop platform, clicking on the load's truck icon from the debris ticket list displays the pickup and disposal point for a specific load on a map. Clicking on the Truck icon in the header displays all loads in the current filter on a map. This feature is especially useful when trying to determine where a specific truck or subcontractor is working or has worked, or simply to see where debris removal operations are taking place in real-time. These are but a few of the extensive Geographical Information System (GIS) capabilities present in the system.

Since September 2012, DebrisTech has been utilized by more than 50 government entities in 20 different disasters and produced an unprecedented quality of documentation of the debris removal operations in these affected areas. A redundant primary fiber loop serves DebrisTech's primary server location, and its secondary and tertiary servers are geographically remote and served by different ISPs. Upon completion of a mission, a copy of all data collected is delivered to the Client in Microsoft Excel and PDF format. The data can also remain accessible through the DebrisTech Debris Management Database for any period as required by the contract. Site Managers and Tower personnel are issued DebrisTech handheld scanning devices, loaded with custom software explicitly configured for their role. DebrisTech handhelds scan barcodes, take digital photographs, apply GPS location tagging, accept manual inputs in open fields, and communicate via the Internet using the cellular network and other means if required. When loading and disposal data is collected, it uploaded wirelessly to the DebrisTech Central Information Database. If cellular service is not available, the data is queued on the device and transmitted via cellular network connectivity or when the devices are in the range of the Mobile Command and Communications Center for download and transmission of the data via satellite communications.

Waste Code	Status	Priority	Truck #	Weight	Load Date	Disposal Date	Job #	Subcontractor	Truck	Project ID	
W00000020	Waste Code	0001000	Y	22.7	7/15/13	7/15/13	7/15/13	DISCAL	MYWALMPT	0.23	Moore 20
000100746	C & D	0001000	Y	48.1	7/15/13	7/15/13	7/15/13	DISCAL	MYWALMPT	0.24	Moore 20
000100751	C & D	0001000	Y	25.3	7/15/13	7/15/13	7/15/13	DISCAL	MYWALMPT	0.24	Moore 20
000100747	C & D	0001000	Y	21.0	7/15/13	7/15/13	7/15/13	DISCAL	MYWALMPT	0.24	Moore 20
000100848	C & D	0001000	Y	56.9	7/15/13	7/15/13	7/15/13	DISCAL	MYWALMPT	0.23	Moore 20
000100743	C & D	0001000	Y	23.2	7/15/13	7/15/13	7/15/13	DISCAL	MYWALMPT	0.24	Moore 20
000100741	C & D	0001000	Y	17.0	7/15/13	7/15/13	7/15/13	DISCAL	MYWALMPT	0.24	Moore 20
000100744	C & D	0001000	Y	54.3	7/15/13	7/15/13	7/15/13	DISCAL	MYWALMPT	0.24	Moore 20

### Mobilization

Within 24 hours of notification, DebrisTech provides an adequate number of professionals and qualified personnel to the project area to begin the startup of the Debris Removal Operation. DebrisTech continues to increase its staffing from this point meet the requirements of the local government's contractor(s). Because we have worked constantly on various debris removal jobs since late 2015, we currently have a large staff of highly qualified individuals that are available to work on this project. DebrisTech is prepared to deploy as many resources as needed to meet the demands of this project. DebrisTech establishes local office(s) for hiring, training, and coordination of operations

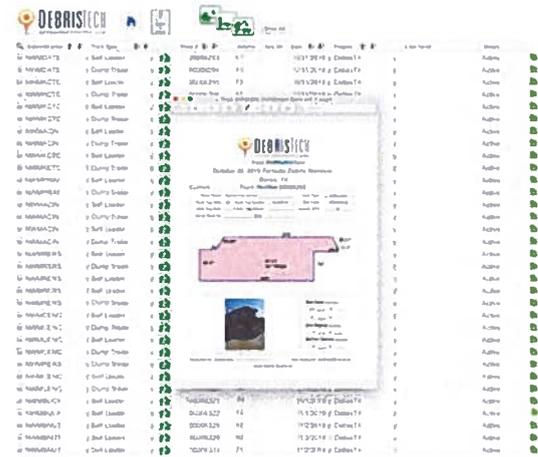
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between the contractor and the government. This office is our base of operations for the duration of the project. DebrisTech's primary server location is served by a redundant primary fiber loop and its secondary and tertiary servers are geographically remote and served by different ISPs. Upon completion of a mission, a copy of all data collected is delivered to the Client in Microsoft Excel and PDF format. The data can also remain accessible through the DebrisTech Debris Management Database for any period as required by the contract. Site Managers and Tower personnel are issued DebrisTech handheld scanning devices, loaded with custom software explicitly configured for their role. DebrisTech handhelds scan barcodes, take digital photographs, apply GPS location tagging, accept manual inputs in open fields, and communicate via the Internet using the cellular network and other means if required. When loading and disposal data is collected, it uploaded wirelessly to the DebrisTech Central Information Database. If cellular service is not available, the data is queued on the device and transmitted via cellular network connectivity or when the devices are in the range of the Mobile Command and Communications Center for download and transmission of the data via satellite communications.

## Vehicle Registration

Each vehicle registration identifies the mission (contract number) and a responsible governmental entity. Each registration record permanently ties to the bar code that is affixed to the truck body or trailer body, supplying unique identification data for contractor vehicles and equipment. Standard forms of measure (e.g. feet and inches) records the vehicle volume capacity utilizing industry-standard equations in each registration record created. Optionally, each driver of each truck may be issued a unique barcoded DebrisTech ID that ties the driver to the load and haul vehicle. Each member of the certification team is issued a unique barcoded ID that is scanned and becomes part of the certification registration form. The member certifying the vehicle must also sign the electronic form, using the signature capture feature. The DebrisTech System automatically rejects vehicles that are not certified and associated with the current event and responsible government entity.



Vehicles that need recertification (obscured bar code placards, changes in sideboards, a spot check of capacities for random audits, etc.) can be compared electronically and automatically to the audit tables and other CQC audit records of previous certifications and registrations. Certification records are available online and in downloadable and printable form for authorized users. Each monitor is also issued a unique identification badge that contains the employee identification barcode and Project ID barcode. Like the other barcodes, they are used to easily mark the ticket with the identity of the monitor or inspector that collects and registers the data. Still, they can be used to circumvent the signature capture requirement. Each ticket has its barcode scanned using specially configured iPads. A limited number of these secure ticket objects are issued to monitors and inspectors. Without a physical ticket, no electronic tickets can be created. This authentication is the first of a three-factor ticket authentication system. The uniquely configured iPad is the second factor. The apps used for collecting data are registered individually to unique

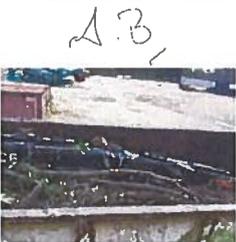
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serialized iPad IDs and cannot function on unauthorized devices. These iPads, in most cases, are issued to individuals. Still, a third factor, a real signature by the monitor or inspector is required at each data collection point through a built-in signature capture feature of the iPad. This factor reminds the submitter that they are personally responsible for the accuracy of the data submitted.

### Invoicing and Contractor Invoice Reconciliation

DebrisTech conducts a thorough review and reconciliation of the contractor(s) invoices submitted to the applicant. The DebrisTech, FEMA certified truck certification forms, and debris ticket database are used to verify each load billed by the contractor. The review includes a review of the collection date, time, and location from the removal location and the measurement and disposal locations. DebrisTech also compares the volume/weight of every load from the invoice with our digital recorded records. After review, DebrisTech submits the finalized invite with a recommendation for payment to the Client. The recommendation includes a letter from the principal summarizing the reconciliation, including discrepancies addressed, and copies of the invoice recommended for payment.

 <b>DEBRISTECH</b> e-Ticket <small>ELECTRONIC DEBRIS MANAGEMENT SYSTEM</small>		000251753 Truck Num: 00001652	 City of Memphis
Project: City of Memphis, TN - 2017 Debris Removal Prime: Michael's Tree and Loader	Sub: Michael's Tree & Loader Owner: Michael's Tree And Loader	ROE Numbers: 1002	
Monitor: DebrisTech, LLC Debris: Vegetative % Full: 75	Transit Time: 0:24 Haul(d)*: 4.9 Haul(r)*: 6.4 Pay (CY): 45.0		
<b>Load Info</b> Time: 12:13:58 Date: 11/3/17 Loc: 35.1368, -89.9533 Mon: Shenicia Lyas	<b>Measurement Info</b> Time: 12:38:38 Date: 11/3/17 Loc: 35.0666, -89.9371 Mon: Alfred Bowers	<b>Disposal Info</b> Time: 12:50:32 Date: 11/3/17 Loc: 35.0668, -89.9371 Mon: Alfred Bowers	
			
<small>www.DebrisTech.com * (d)irect, (r)oute in miles. Route Distance Provided by MapQuest and OpenStreetMap</small>			

### Project Schedule

Before a disaster, DebrisTech helps the Client with its Debris Management Plan to ensure it meets FEMA regulations. We acts as advisors to the Client to maximize its return with FEMA. Our services in the planning stages will be at NO COST to the Client. The planning stage is a service DebrisTech provides as the Client’s Monitoring Firm. With our Electronic Ticketing System, you have 24/7 access to the database that provides real-time updates on the progress of the Cleanup.

**Protecting Communities. Leading Recovery.**



## Litigation

DebrisTech, LLC certifies that neither the Company, nor any employee of the Company, has any conflict of interest, either direct or indirect, about the services sought herein pursuant to Federal or State Law or regulations.

DebrisTech, LLC certifies that it has never had any contract cancelled since formation in August of 2010.

DebrisTech certifies that it is not operating under Chapter 11 or any other financial restraints that would preclude its ability to enter into equipment leasing or rental arrangement.

DebrisTech certifies that it has not been prohibited from doing business with any government entity for any reason since its formation in 2010.

DebrisTech certifies that it has specific experience providing disaster debris monitoring following natural or manmade disasters.

DebrisTech is not currently involved in and has not had any claims, arbitrations, administrative hearings, or lawsuits related to debris monitoring, disaster recovery, or consulting brought against our company.

## Hiring Locally

DebrisTech understands the importance of utilizing local resources following a natural disaster. It is DebrisTech’s policy to hire as many local workers as are available in the project area to fill the field coordinator, load monitor, and tower monitor positions. Because we utilize Apple’s iPads for our load ticketing device, the training process is very efficient and takes less than 3 hours typically. This hiring and training process begins as soon as our management team reaches the area and continues until an adequate workforce establishes. We always work very closely with the Debris Removal Contractor to make sure that we have enough monitors available to meet their needs.

Below is a table that summarizes the activities that will take place over the duration of the project:

0-24 Hours	24 Hours	24 Hours	24 Hours	1 Week	1 Month
Mobilize Key Personnel	Bring in Leadership	Begin Training Bring in Monitors Training	1 Monitor Per Contractor Training	Maintain 1/1 Ratio Training	Start Invoicing to expedite reimbursement
Set up in Disaster Center	Help estimation of debris quantity	Meet with other Contractor	Maintain Data Base with Official	Determine if Monitor Ratio is adequate	Continuing updates on Progress
Place notice for Monitors in Area	Start Hiring Process	Start Clean up Operations with Contractors		Continue Debris Monitoring Operations	



## Sample Reports

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DebrisTech is the sole owner and developer of its ADMS. There is not another system like it in the industry. All DebrisTech Devices are stored in Picayune, MS. Currently DebrisTech maintains 550 devices ready to be used at a moments notice. The software of the ADMS is developed, updated, and maintained by DebrisTech at its headquarters. DebrisTech has the ability to customize each database to meet the specific needs of any client in any situation. The reports cited below are the type of reports our clients can expect from DebrisTech.

- DebrisTech Debris e-Ticket
- Debris Removal Daily Report
- DebrisTech Individual Stump e-Ticket
- DebrisTech Individual Hazardous Tree e-Ticket
- DebrisTech Extended Curbside pick Up Work Order
- Truck Certification Form
- Hazardous Leaner e-Ticket
- Endangered Species Pre Work e-Ticket
- Endangered Species Post Work e-Ticket

**Protecting Communities. Leading Recovery.**



# DEBRISTECH

ELECTRONIC DEBRIS MANAGEMENT SYSTEM

## e-Ticket

000251753

Truck  
Nums:

00001652

# City of Memphis

ROE Numbers:

<b>Project:</b> City of Memphis, TN - 2017 Debris Removal	<b>Sub:</b> Michaels Tree & Loader	1002
<b>Prime:</b> Michael's Tree and Loader	<b>Owner:</b> Michaels Tree And Loader	

<b>Monitor:</b> DebrisTech, LLC	<b>Debris:</b> Vegetative	<b>% Full:</b> 75
<b>Transit Time</b> 0:24	<b>Haul(d)*</b> 4.9	<b>Haul(r)*</b> 6.4
<b>Pay (CY):</b> 45.0		

Load Info			Measurement Info			Disposal Info		
<b>Time:</b> 12:13:58	<b>Date:</b> 11/3/17	<b>Time:</b> 12:38:38	<b>Date:</b> 11/3/17	<b>Time:</b> 12:50:32	<b>Date:</b> 11/3/17			
<b>Loc:</b> 35.1368, -89.9533	<b>Loc:</b> 35.0666, -89.9371	<b>Loc:</b> 35.0666, -89.9371	<b>Loc:</b> 35.0666, -89.9371	<b>Loc:</b> 35.0668, -89.9371	<b>Loc:</b> 35.0668, -89.9371			
<b>Mon:</b> Shenicia Lyas	<b>Mon:</b> Alfred Bowens							

*SL*

*A.B.*

*A.B.*





**Marion County Board of Supervisors  
Marion County Tornado Debris Removal**

**Debris Removal Daily Report - 02/12/2015**

Contractor: Looks Great Services of MS, Inc. Total Work Days To Date: 22

Monitoring Firm: Arx Disaster Management, Inc. Total Days into Contract Period: 32

*Production Data*

			<i>Volume (CY)</i>	<i>Weight (Tons)</i>
Trucks in Operation Today:	<u>3</u>	Today's Debris Production:	<u>565.4</u>	<u>0.0</u>
Average Loads Per Truck:	<u>4</u>	Average Daily Production:	<u>1,933.6</u>	<u>0.0</u>

**Debris Quantity Summary - Right of Way**

	<i>Today</i>	<i>To Date</i>		<i>Today</i>	<i>To Date</i>	<i>Today</i>	<i>To Date</i>
Vegetative Loads:	<u>2</u>	<u>405</u>	Vegetative Debris:	<u>92.2</u>	<u>17,515.0</u>	<u>0.0</u>	<u>0.0</u>
C & D Loads:	<u>4</u>	<u>589</u>	C & D Debris:	<u>207.2</u>	<u>24,487.3</u>	<u>0.0</u>	<u>0.0</u>
Wood Chip Loads:	<u>0</u>	<u>0</u>	Wood Chips:	<u>0.0</u>	<u>0.0</u>	<u>0.0</u>	<u>0.0</u>
Other Debris Loads:	<u>6</u>	<u>12</u>	Other Debris:	<u>266.0</u>	<u>537.6</u>	<u>0.0</u>	<u>0.0</u>

**Debris Quantity Summary - PPDR Program**

	<i>Today</i>	<i>To Date</i>		<i>Today</i>	<i>To Date</i>	<i>Today</i>	<i>To Date</i>
Vegetative Loads:	<u>0</u>	<u>0</u>	Vegetative Debris:	<u>0.0</u>	<u>0.0</u>	<u>0.0</u>	<u>0.0</u>
C & D Loads:	<u>0</u>	<u>0</u>	C & D Debris:	<u>0.0</u>	<u>0.0</u>	<u>0.0</u>	<u>0.0</u>

**Debris Quantity Summary - Total Project**

	<i>Today</i>	<i>To Date</i>		<i>Today</i>	<i>To Date</i>	<i>Today</i>	<i>To Date</i>
Total Loads Generated:	<u>12</u>	<u>1,006</u>	Total Cubic Yards:	<u>565.4</u>	<u>42,539.9</u>	<u>0.0</u>	<u>0.0</u>

*Leaner / Hanger / Stump Summary*

	<i>Today</i>	<i>To Date</i>		<i>Today</i>	<i>To Date</i>
Leaning Trees:	<u>0</u>	<u>276</u>	Hanging Limbs:	<u>0</u>	<u>194</u>
Stumps:	<u>20</u>	<u>20</u>	White Goods:	<u>0</u>	<u>0</u>

Note: The Quantities Listed on this Report are for Progress Reporting Only and may not Reflect Final Pay Quantities.



**e-Ticket**

Stump Number: 011600<sup>67</sup>

Stump Dia. (in): 24

**City of Hattiesburg, MS**

**City of Hattiesburg, MS - 2017 Tornado Debris Removal**

Prime Contractor: City of Hattiesburg

Truck Owner: Dawn Til Dusk

Truck Number: 00001214

Debris Monitor: DebrisTech, LLC

Removal Type: Loose CY Conversion: 4.1

Transit Time

13:33

**Load Info**

**Disposal Info**

Timestamp: 4/17/2017 5:36:10 PM

Location: 31.3245, -89.2683

Load Monitor:

Andra Jones



Timestamp: 4/18/2017 7:09:20 AM

Location: 31.2435, -89.2336

Disposal Monitor:

Brian Marsh





# DEBRISTECH

ELECTRONIC DEBRIS MANAGEMENT SYSTEM

## e-Ticket

### Hurricane Michael Debris Removal

**Prime Contractor:**

CrowderGulf

**Truck Owner:**

Hauling Away

**Monitoring Firm:**

Landfall Strategies

**Timestamp:**

7/17/2019 10:37:54 AM

**Debris Type:**

Leaner

**Tree Size:**

20

**Coordinates:**

30.1675, -85.6443

**Address:**

1030 E 11th St

**Monitor:**

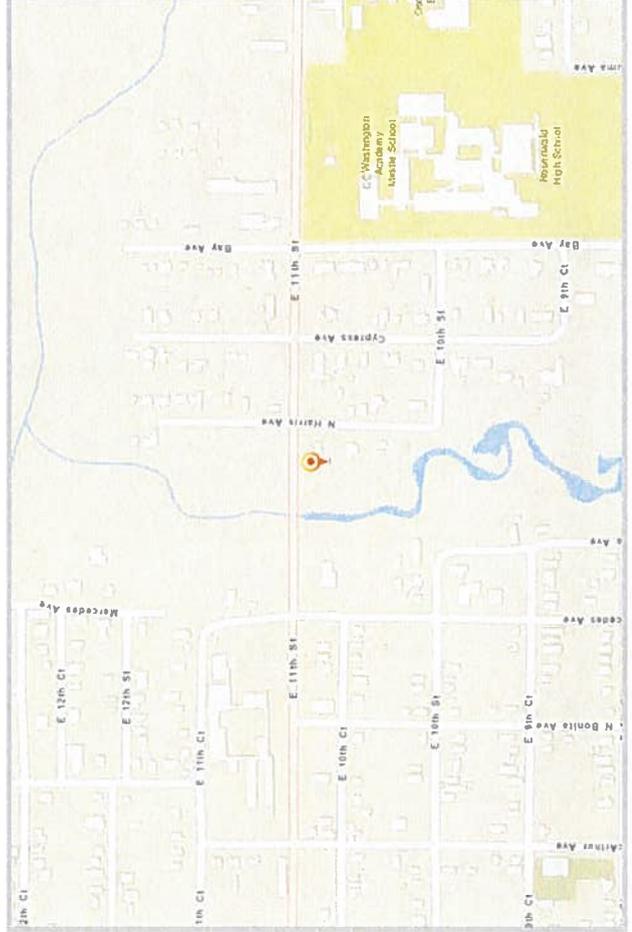
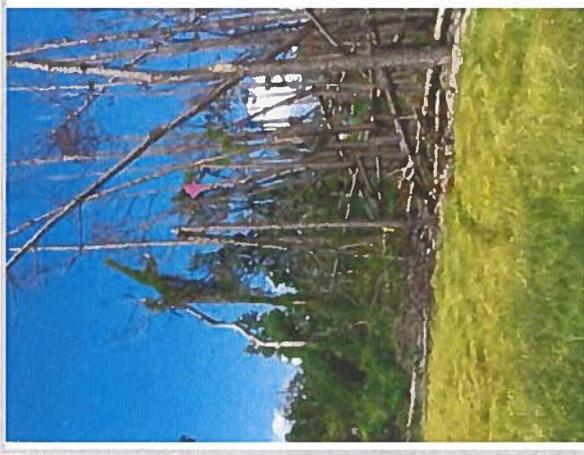
Joshua Smith

**Ticket:**

500318706

**Truck:**

00006576





# City of Central

## Expanded Curbside Pickup Program

### Extended Curbside Pickup Work Order

ROE Number: R04001P

Address: 6698 LANDMOR DR  
Greenwell Springs, LA 70739

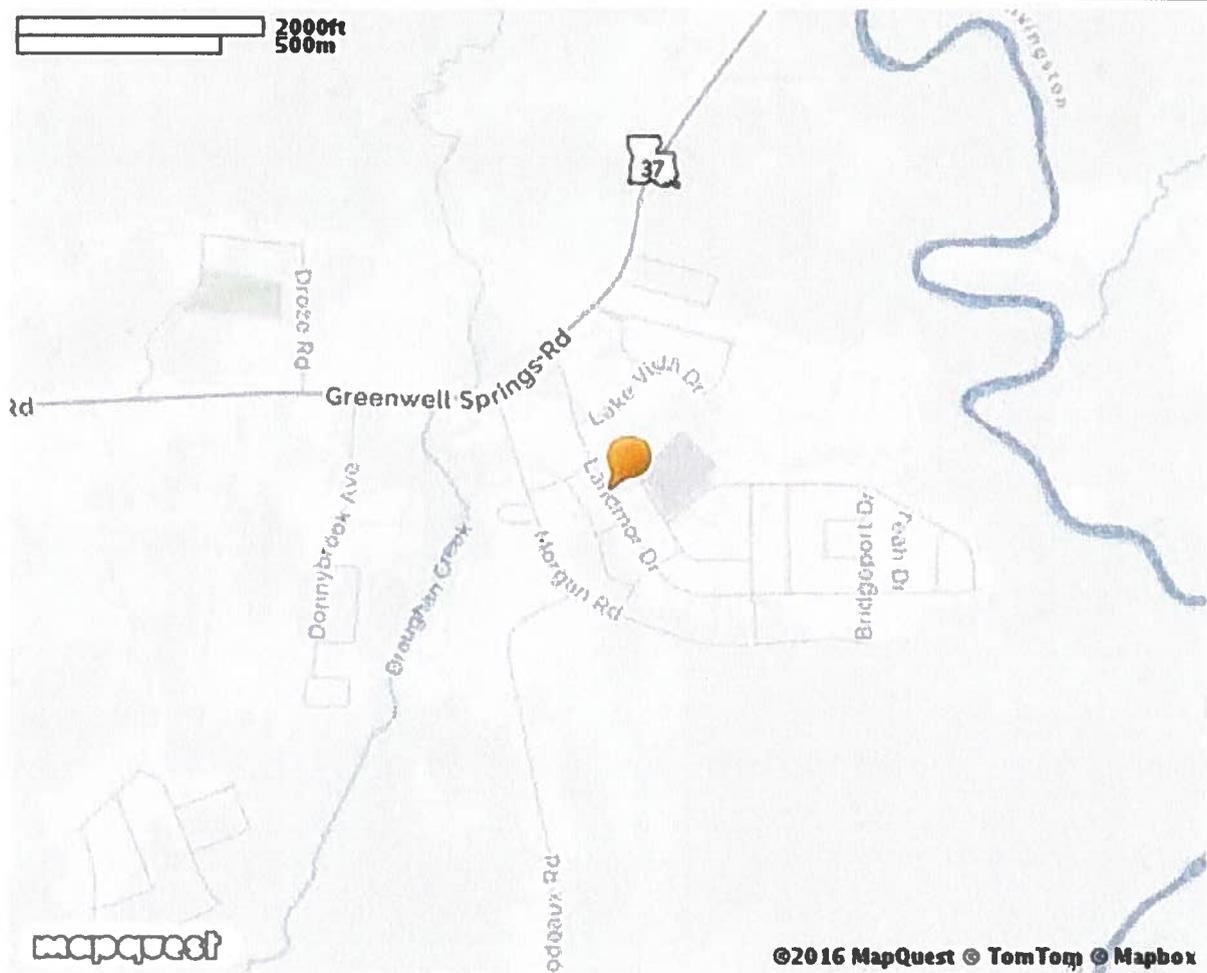
ROE Number



R04001P

### Applicant Information

Carole Spurlin, Phone: 2254007518





**Truck Certification Form**

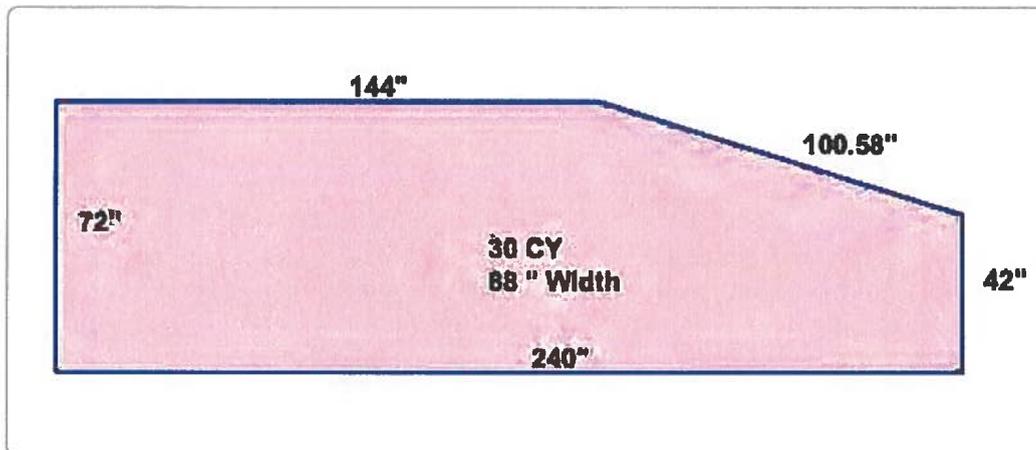
**Lee County, GA Hurricane Michael Debris Removal**  
**Leesville, GA**

Current

Truck Number 00006406

7 of 9

Truck Owner: <u>Lee County Commissioner</u>	Truck Type: <u>Self Loader</u>
Truck Tag State: <u>GA</u> Truck Tag Number: <u>GV4626L</u>	Sub Code: <u>LEECNTY</u>
Trailer Tag State: <u>    </u> Trailer Tag Number: <u>                    </u>	Capacity (CY): <u>30</u>
Owner Truck No: <u>810</u>	



**Bed Hoist (Inches)**  
L1:      L2:       
W:      H:     

**End Radius (Inches)**  
R:      H:     

**Bottom Radius (Inches)**  
R:      L:     

Measured By: Dennis Cruthirds Date Measured: 3/4/2019 9:08:01 AM  
[www.DebriTech.com](http://www.DebriTech.com)



Ticket: 500318862  
Truck: 00006577



### e-Ticket

### Hurricane Michael Debris Removal

Prime Contractor:

CrowderGulf

Truck Owner:

Hauling Away

Monitoring Firm:

Landfall Strategies

Timestamp: 7/17/2019 8:19 AM

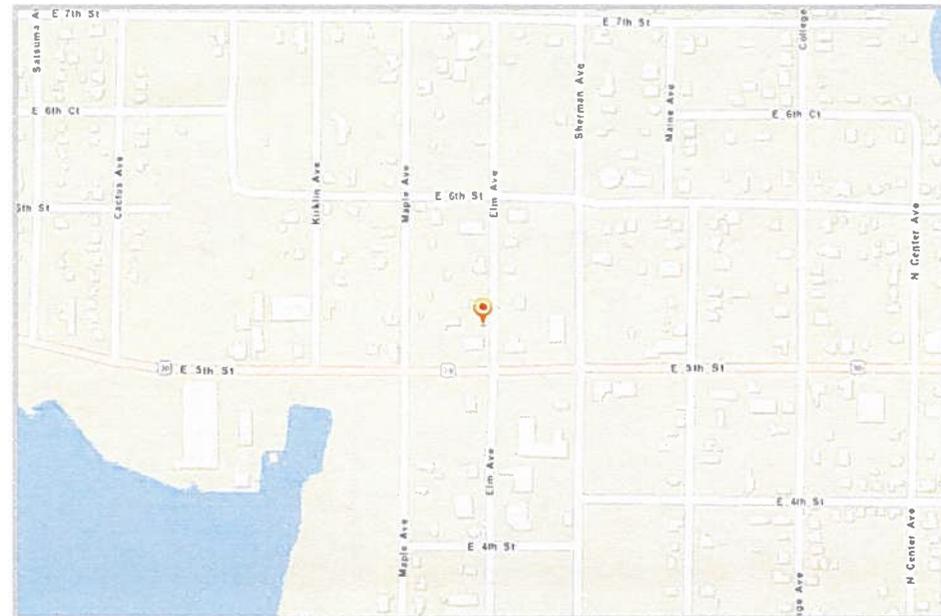
Debris Type: Leaner Tree Size: 18

Coordinates: 30.1573, -85.6346

Address: 505 Elm Ave

Monitor: Randy Hamby

RH



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**Puerto Rico Sports and Recreation Department  
DRD Hurricane Maria Debris Removal**

**Tree Quantity Summary By Site - through 6/15/2019**

**Site: 401 - Balneario Tres Hermanos**

	<i>Hangers</i>	<i>6"-11.99"</i>	<i>12"-23.99"</i>	<i>24"-35.99"</i>	<i>36"-47.99"</i>	<i>48" +</i>
<b>Site Totals:</b>	319	686	555	31	3	2

**Site: 419 - Punta Salinas**

	<i>Hangers</i>	<i>6"-11.99"</i>	<i>12"-23.99"</i>	<i>24"-35.99"</i>	<i>36"-47.99"</i>	<i>48" +</i>
<b>Site Totals:</b>	19	36	33	2	1	0

**Report Totals**

	<i>Hangers</i>	<i>6"-11.99"</i>	<i>12"-23.99"</i>	<i>24"-35.99"</i>	<i>36"-47.99"</i>	<i>48" +</i>
<b>Report Totals:</b>	338	722	588	33	4	2

Note: The Quantities Listed on this Report are for Progress Reporting Only and may not Reflect Final Pay Quantities.

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



**e-Ticket - Pre-Check**  
**DRD Hurricane Maria Debris Removal**

Site: 401 - Balneario Tres Hermanos

**Regulatory Compliance Firm :**

Green Scape, Inc.

**Monitoring Firm:**

DebrisTech, LLC

**Timestamp:** 6/15/2019 10:31:42 AM

**Condition:** Dead

**DBH(in):** 7      **Height(ft):** 30

**Tree Name:** Mangle blanco

**Scientific:** Laguncularia racemosa

**Coordinates:** 18.2917, -67.1953

**Address:**

**Recommendation:** Remove

**Inspector:** Javier Velez

**Tree Tag ID:**

074060



www.DebrisTech.com



**e-Ticket - Pre-Check**  
**DRD Hurricane Maria Debris Removal**

Site: 401 - Balneario Tres Hermanos

Regulatory Compliance Firm :

Green Scape, Inc.

Monitoring Firm:

DebrisTech, LLC

Timestamp: 6/15/2019 9:04:11 AM

Condition: Dead

DBH(in): 4      Height(ft): 19

Tree Name: Albizia

Scientific: Albizia procera

Coordinates: 18.2934, -67.1937

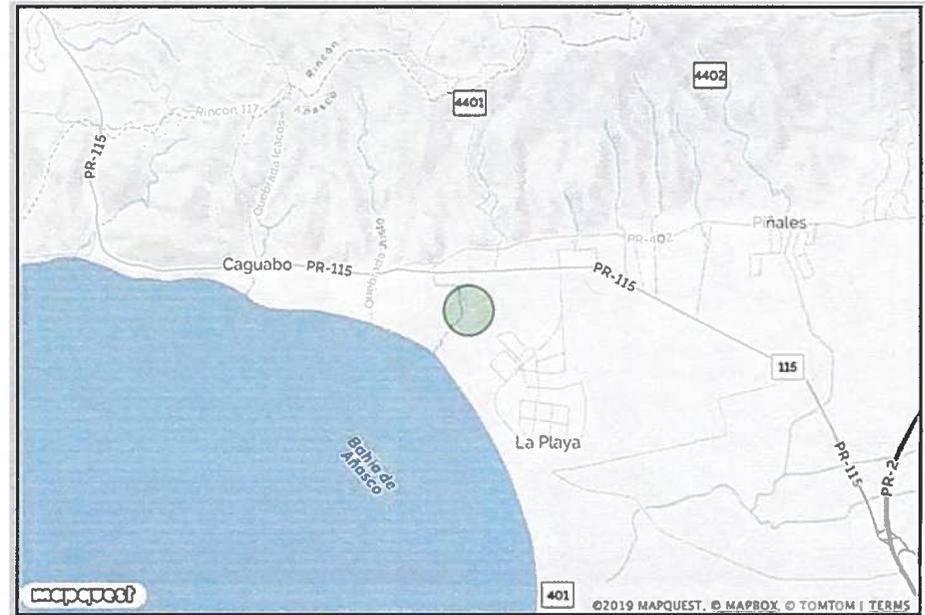
Address:

Recommendation: Prune

Inspector: Lourdes Febres

Tree Tag ID:

066123



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## Section 6 : Occupational Licenses and W-9

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# DEBRISTECH

ELECTRONIC DEBRIS MANAGEMENT SYSTEM

## Request for Taxpayer Identification Number and Certification

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

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>DebrisTech, LLC</b>		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ <u>  P  </u> <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small>  <input type="checkbox"/> Other (see instructions) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <small>(Applies to accounts maintained outside the U.S.)</small>	
	5 Address (number, street, and apt. or suite no.) See instructions. <b>925 Goodyear Blvd</b>	Requester's name and address (optional)	
	6 City, state, and ZIP code <b>Picayune, MS 39466</b>		
	7 List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

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

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
2	7	-	3	3	6	2	9	0	6

### Part II Certification

Under penalties of perjury, I certify that:

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

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

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ <b>June 29, 2020</b>
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### General Instructions

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

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

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

By signing the filled-out form, you:

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

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note: ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

### Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

## Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

## Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/Businesses](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLÉ accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup> The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor <sup>4</sup>

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

**\*Note:** The grantor also must provide a Form W-9 to trustee of trust.

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records From Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by FEI/EIN Number](#) /

## Detail by FEI/EIN Number

Foreign Limited Liability Company  
DEBRISTECH, LLC

### Filing Information

<b>Document Number</b>	M16000003962
<b>FEI/EIN Number</b>	27-3362906
<b>Date Filed</b>	05/18/2016
<b>State</b>	MS
<b>Status</b>	ACTIVE

### Principal Address

925 Goodyear Boulevard  
Picayune, MS 39466

Changed: 03/28/2019

### Mailing Address

925 Goodyear Boulevard  
Picayune, MS 39466

Changed: 03/28/2019

### Registered Agent Name & Address

NRAI SERVICES, INC.  
1200 SOUTH PINE ISLAND ROAD  
PLANTATION, FL 33324

### Authorized Person(s) Detail

#### **Name & Address**

Title Manager

Wallace, Brooks R.  
925 Goodyear Boulevard  
Picayune, MS 39466

**Annual Reports**

<b>Report Year</b>	<b>Filed Date</b>
2018	03/13/2018
2019	03/28/2019
2020	05/06/2020

**Document Images**

<a href="#">05/06/2020 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/28/2019 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/13/2018 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">09/01/2017 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">05/18/2016 -- Foreign Limited</a>	<a href="#">View image in PDF format</a>

M16000003962



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**DATE:** 5/18/16

**NAME:** DEBRISTECH, LLC

**TYPE OF FILING:** APPLICATION

**COST:** 155.00

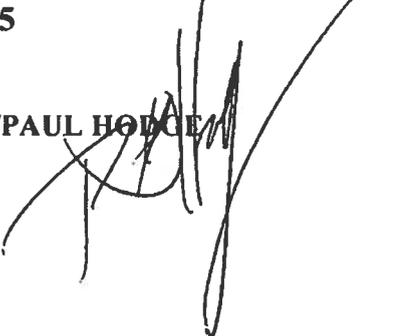
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**AUTHORIZATION:** ABBIE/PAUL HODGE



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## COVER LETTER

TO: Registration Section  
Division of Corporations

SUBJECT: Debristech, LLC

Name of Limited Liability Company

The enclosed "Application by Foreign Limited Liability Company for Authorization to Transact Business in Florida," Certificate of Existence, and check are submitted to register the above referenced foreign limited liability company to transact business in Florida..

Please return all correspondence concerning this matter to the following:

Tara Morales

Name of Person

Capitol Services - Corporate Filings Team

Firm/Company

206 E 9th St, Ste 1300

Address

Austin TX 78701

City/State and Zip Code

brooks@debristech.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Tara Morales

Name of Contact Person

at ( 800 )

Area Code

345-4647

Daytime Telephone Number

**MAILING ADDRESS:**

Division of Corporations  
Registration Section  
P.O. Box 6327  
Tallahassee, FL 32314

**STREET ADDRESS:**

Division of Corporations  
Registration Section  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, FL 32301

Enclosed is a check for the following amount:

\$125.00 Filing Fee

\$130.00 Filing Fee &  
Certificate of Status

\$155.00 Filing Fee &  
Certified Copy

\$160.00 Filing Fee, Certificate  
of Status & Certified Copy

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

2018 MAY 18 A 8:51

FILED

APPLICATION BY FOREIGN LIMITED LIABILITY COMPANY FOR AUTHORIZATION TO TRANSACT BUSINESS IN FLORIDA

IN COMPLIANCE WITH SECTION 605.0902, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED TO REGISTER A FOREIGN LIMITED LIABILITY COMPANY TO TRANSACT BUSINESS IN THE STATE OF FLORIDA:

1. Debrlsteck, L.L.C. (Name of Foreign Limited Liability Company; must include "Limited Liability Company," "L.L.C.," or "LLC.")

(If name unavailable, enter alternate name adopted for the purpose of transacting business in Florida. The alternate name must include "Limited Liability Company," "L.L.C.," or "LLC.")

2. Mississippi 3. 27-3362906 (Jurisdiction under the law of which foreign limited liability company is organized) (FEI number, if applicable)

4. (Date first transacted business in Florida, if prior to registration.) (See sections 605.0904 & 605.0905, F.S. to determine penalty liability)

5. 925 Goodyear Boulevard, Picayune, MS 39466 (Street Address of Principal Office)

6. 925 Goodyear Boulevard, Picayune, MS 39466 (Mailing Address)

7. Name and street address of Florida registered agent: (P.O. Box NOT acceptable)

Name: NRAI Services, Inc. Office Address: 1200 South Pine Island Road Plantation, Florida 33324 (City) (Zip code)

Registered agent's acceptance:

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this application, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

By: Kristin Bolden NRAI Services, Inc. Assistant Secretary (Registered agent's signature)

8. The name, title or capacity and address of the person(s) who has/have authority to manage is/are:

Brooks R. Wallace, Manager 925 Goodyear Boulevard, Picayune, MS 39466

9. Attached is a certificate of existence, no more than 90 days old, duly authenticated by the official having custody of records in the jurisdiction under the law of which it is organized. (If the certificate is in a foreign language, a translation of the certificate under oath of the translator must be submitted)

Signature of an authorized person

This document is executed in accordance with section 605.0203 (1) (b), Florida Statutes. I am aware that any false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S.

Brooks R. Wallace, Manager Typed or printed name of signer

FILED 2018 MAY 18 A 8:51 SECRETARY OF STATE TALLAHASSEE, FLORIDA



DELBERT HOSEMANN  
*Secretary of State*

Office of the Secretary of State  
Jackson, Mississippi

### Certificate of Good Standing

I, C. DELBERT HOSEMANN, JR., Secretary of State of the State of Mississippi, and as such, the legal custodian of the records as required by The Mississippi Limited Liability Company Act to be filed in my office do hereby certify:

**DEBRISTECH, LLC**

Registered the 20th day of August, 2010

A Mississippi Limited Liability Company has filed the necessary documents in this office and has obtained a certificate of formation under the provisions of The Mississippi Limited Liability Company Act as shown by the records in this office.

That the registered office of said Limited Liability Company is located at:

925 Goodyear Boulevard  
Picayune, MS 39466

And that the registered agent at that address is:

Wallace, Brooks

I further certify that said Limited Liability Company has paid the fees for filing the above papers required by law as shown by the records of this office, and that said Limited Liability Company is in good standing to do business in Mississippi at this time.

Given under my hand and seal of office  
the 18th day of May, 2016

*C. Delbert Hosemann, Jr.*

C. DELBERT HOSEMANN, JR.  
*Secretary of State*

Certificate Number: CN16023663

Verify this certificate online at <http://corp.sos.ms.gov/corpcnv/vcrifysertificate.aspx>

## **Section 7 : Proof of Bonding Ability**

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# **DEBRISTECH**

**ELECTRONIC DEBRIS MANAGEMENT SYSTEM**





**ADDITIONAL REMARKS SCHEDULE**

AGENCY BXS Insurance		NAMED INSURED DebrisTech, LLC 925 Good Year Blvd Picayune MS 39466	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

Automobile Liability :  
Blanket Additional Insured (Form CA2048 /13) coverage provided applying on a primary and non-contributory basis (Form CAT474 02/16), Blanket Waiver of Subrogation (Form CA0444 10-13).  
30 days notice of cancellation except for non-payment, in which case 10 days will be given - Endorsed to policy (Form G140327B 07/11).

Workers Compensation:  
Blanket Waiver of Subrogation (Form WC000313)  
30 days notice of cancellation except for non-payment, in which case 10 days will be given. Will be endorsed to policy (WC9906R4).

Umbrella:  
Blanket Additional Insured (Form G15057 6-05) with coverage provided applying on a primary and non-contributory basis and Waiver of Subrogation. Coverage is excess follow form of scheduled underlying policies: General Liability, Automobile Liability and Employers Liability (workers compensation) (Form UM0001 11/01). 30 days notice of cancellation except for non-payment in which case 10 days will be given will be endorsed to policy.

Professional (Errors & Omissions) Liability - Claims Made Form  
Project Name/Number: RFP 04-1920 Debris Monitoring Services



June 26, 2020

City of Jacksonville Beach  
Public Works Department Administration  
1460A Shetter Avenue  
Jacksonville Beach, FL 32250

RE: Debris Monitoring Services

To Whom It May Concern:

Per your request for evidence of bond ability, this letter is to advise you that DebrisTech, LLC is set up for bonding with NAS Surety Group and has been for over 2 years.

Our company represents DebrisTech, LLC for all their bonding needs and has found them to be an outstanding client. Based on their past experience, we will consider single jobs of \$30,000,000 with an aggregate program of \$50,000,000. NAS Surety Group will favorably consider providing a 100% Performance and Payment bond to be no less than \$5,000,000 for the above mentioned project, provided a contract is awarded to, and executed by DebrisTech, LLC.

Issuance of final bonds will be subject to standard underwriting at the time of the final bond request, which will include but not be limited to the receipt of current financial information, acceptability of the contract documents, bond forms, and financing. The Surety and BXS Insurance, Inc. along with their agents and owners accept no liability to you or any third party for failure to issue any bonds.

If I can be of additional assistance, please do not hesitate to call.

Sincerely,



David R. Fortenberry  
Vice-President

## CONTACT US

---

- A** 925 Goodyear Blvd, Picayune, MS 39466
- W** [DebrisTech.com](http://DebrisTech.com)
- C** +1-601-916-1113



# *City of Jacksonville Beach*

Property and Procurement Division  
1460A Shetter Ave., Jacksonville Beach, FL 32250  
[Purchasing@jaxbchfl.net](mailto:Purchasing@jaxbchfl.net)



## REQUEST FOR PROPOSALS (RFP)

<b>RFP Number:</b>	<b>04-1920</b>
<b>RFP Title:</b>	<b>DEBRIS MONITORING SERVICES</b>

Submittal Deadline	
<b>Day:</b>	Wednesday
<b>Date:</b>	<b>July 1, 2020</b>
<b>Time:</b>	<b>3:00 P.M.</b>
<b>Location:</b>	Property and Procurement
<b>Address:</b>	1460A Shetter Ave., Jacksonville Beach, FL 32250

**ANTICIPATED TIME LINE:** The **anticipated** schedule for this RFP is as follows:

RFP Advertised	3-June-2020
Deadline to Submit Questions	19-June-2020
Addendum (if necessary) Issued	24-June-2020
<b>Submission Deadline</b>	<b>1-July-2020</b>
RFPs Opened	1-July-2020

## REQUEST FOR PROPOSALS

**Electronic proposals**, subject to the terms and conditions specified in this **Request for Proposals (RFP)**, will be received until Wednesday, **July 1, 2020 at 3:00 p.m.**, and acknowledged publicly by the Property and Procurement Division, 1460A Shetter Avenue, Jacksonville Beach, Florida 32250 for furnishing the following:

### **RFP Number: 04-1920 Debris Monitoring Services**

Proposal submission with the company name, RFP number and title in the file name will be sent to:

<https://cojbfpt2.jaxbchfl.net/public/folder/1GLnWW5mhEmK2mSXnlPNtA/RFP%2004-1920>  
Password: #Ut2gH-m

It is the respondent's responsibility to ensure that all files for the proposal are able to be received by the City. Completed responses to this RFP will **only** be received electronically. The response should include One (1) PDF of the entire proposal with the required signatures. This will serve as the official submitted proposal.

**Electronic submissions received after the posted due date and/or time will not be considered.** Modifications received after the due date and/or letters of withdrawal received after the due date or after contract award, whichever is applicable, will not be considered.

No verbal interpretations will be made of any proposal documents. Requests for such interpretations shall be made via email to [Purchasing@jaxbchfl.net](mailto:Purchasing@jaxbchfl.net) at least seven (7) days prior to the proposal opening date. Interpretation will be in the form of an addendum and issued to all respondents.

#### **RFP opening call – in information:**

As authorized by the governors executive order and due to the current restrictions and limitations for social distancing and gatherings surrounding the COVID-19 crisis, we are conducting a telephonic RFP opening on Wednesday, July 1, 2020 at 3:00pm.

The Governor's Executive Order Number 20-69, addressing Local Government Public Meetings, states local government bodies may utilize communications media technology (CMT), as provided in section 120.54(5)(b)2., Florida Statutes.

The following CMT telephone options are available to listen to the July 1, 2020 RFP opening.

Dial(for higher quality, dial a number based on your current location):

US: +1(469)4450100 (US South)  
+1(470)8692200 (US East)  
+1(623)4049000 (US West)  
+1(720)9027700 (US Central)  
+1(773)2319226 (US North)

Meeting ID: 148 465 1945

CITY OF JACKSONVILLE BEACH

Luis F. Flores  
Property and Procurement Officer  
1460A Shetter Avenue, Jacksonville Beach, FL 32250

## GENERAL PROVISIONS

### 1.1 INSTRUCTIONS TO RESPONDENTS

- Specifications that are explicit to this particular RFP 04-1920 are at Exhibit "A", which begins on page 26.
- Respondent must provide the following, completely filled out, appropriately executed, and timely submitted as the minimal proposal package. These required documents start on page 18:
  - Unit Price Proposal Tender Form (3 pages),
  - Forms 2, 3, 4, 5, 6, 7 (6 pages), and
  - Respondent's Criteria Submittal, (see page 55, Sub-section 15 of Exhibit "A").
    - **Tab 1: Respondent's Profile and Submittal Letter**
    - **Tab 2: References**
    - **Tab 3: Experience of Personnel**
    - **Tab 4: Approach, Methodology and Timeliness**
    - **Tab 5: Electronic Device & Automated Debris Management System**
    - **Tab 6: Occupational License and W-9**
    - **Tab 7: Proof of bonding ability from Surety Company as requested**

The CITY will evaluate submittals based on the criteria set forth in this package. The evaluation process will consider all other requested criteria to determine which firm is the most highly qualified to perform the required services.

Failure to comply with the requirements of this paragraph may be construed by the CITY as proper grounds for disqualifying any proposal at the CITY's sole discretion.

### 1.2 TERMS AND CONDITIONS

- A. General. It is the purpose and intent of this Contract to secure the supplies and/or services listed herein for the City of Jacksonville Beach, Jacksonville Beach, Florida, hereinafter called the "CITY."
- B. Time for CITY Acceptance. Respondent shall honor its proposal for 90 days from the Submission Deadline date.
- C. Effective Contract Term Start Date. The effective contract term start date shall be the date of award by the CITY or date of Notice to Proceed, whichever is later.
- D. Extension of Contract. If the CITY should have a need to re-advertise for proposals, the Contract resulting from this RFP shall automatically be extended month-to-month past its term end date. This mandatory extension will allow the CITY to receive and assess proposals, to award a new contract, and to ensure a smooth, cooperative and seamless transition between contractors; to minimize impact and disruption to customers; and, to maintain public safety and health standards.

- E. Award.
- 1) The CITY reserves the right to waive informalities, to reject any and all proposals, in whole or in part, and to accept the proposal that in its judgment will best serve the interest of the CITY.
  - 2) The CITY specifically reserves the right to reject any conditional proposal and will normally reject those that make it impossible to determine the true amount of the submittal. Each item must be submitted separately and no attempt shall be made to tie any item or items together.
- F. Inspection. All supplies and workmanship shall be subject to inspection and test after arrival at destination. In case any articles are found to be defective, or otherwise not in conformity with the specification requirement, the CITY shall have the right to reject such articles.
- G. Payments. The Contractor shall be paid, upon the submission of an invoice, the prices stipulated herein for articles delivered and accepted. Invoices must show a Purchase Order Number. Payments shall be made in conformance with the Florida Prompt Payment Act and after approval by the City Finance Department. Payment is contingent upon appropriation of funds by the City Council.

### 1.3 ADDITIONAL INFORMATION

The information in this RFP package is provided to facilitate proposals. Much effort was made to provide necessary and accurate information, but the CITY is not to be penalized for any lack of completeness. If you require further information regarding this submittal, please contact Luis F. Flores, Property and Procurement Officer, in the Property and Procurement Division via email at [Purchasing@jaxbchfl.net](mailto:Purchasing@jaxbchfl.net).

### 1.4 ADDENDA TO THE RFP

If any addenda are issued to this RFP, a good faith attempt will be made to deliver a copy to each of those Respondents, who, according to the records of the Property and Procurement Division previously requested a copy of this RFP. However, prior to submitting a proposal, it shall be the responsibility of the Respondent to contact the CITY's Property and Procurement Division at [Purchasing@jaxbchfl.net](mailto:Purchasing@jaxbchfl.net) to determine if any addenda were issued and if so, to obtain such addenda for attachment to, and consideration with, the RFP. Respondents should either acknowledge receipt of such addendum(s) on their proposal, or attach such addendum(s) to their proposal. Additionally, all documents associated with this RFP are available on the CITY's webpage:

<http://www.jacksonvillebeach.org/government/departments/finance/bidrfp-rfq-listings>

### 1.5 USE OF PROPOSAL RESPONSE FORMS

All proposals must include the completed *Unit Price Proposal Tender Form* provided in this package, and all questions must be answered. Proposals will not be accepted where the *Unit Price Proposal Tender Form* has been retyped or altered by the respondent. Failure to comply may

preclude consideration of the proposal. Supplemental information may be attached to the *Unit Price Proposal Tender Form*.

#### 1.6 DEVIATIONS FROM REQUESTED PLAN

The Contract terms and conditions stipulated in this RFP are those required by the CITY. Respondents are required to submit their responses, which comply with the request. Any deviations from the request should be clearly noted. Any deviation or incomplete response or nonresponse may be deemed as a nonconforming, nonresponsive RFP.

#### 1.7 CONFLICT WITH SPECIMEN CONTRACTS

Unless specifically noted to the contrary as a deviation from the RFP, the submission of Respondent's specimen contract with a proposal submittal shall not constitute notice of the Respondent's intent to deviate from the RFP in a restrictive manner. Unless specifically noted otherwise, the attachment of the Respondent's specimen contract shall be deemed to be an offer in at least full compliance with the RFP, and the Respondent expressly agrees to reform said contract to the extent inconsistent in a restrictive manner from the RFP. That is, submission of a Respondent's contract shall be deemed solely an offer of supplemental terms and conditions not otherwise addressed in the RFP or a broadening of terms and conditions to the benefit of the CITY beyond that required by the RFP.

#### 1.8 ERRORS IN SUBMITTALS

Respondents shall fully inform themselves as to the conditions, requirements and specifications before submitting the proposal. Failure to do so will be at the Respondent's own risk, and a Respondent cannot secure relief on a plea of error. Neither law nor regulations make allowance for errors either of omission or commission on the part of the Respondent.

#### 1.9 LEGAL AND REGULATORY COMPLIANCE

The Respondent must agree to comply with all applicable federal, state and local laws, ordinances, rules and regulations as the same exist and as may be amended from time to time, including, but not limited to the Public Records Law, Chapter 119, Florida Statutes. In accordance with Section 119.0701, Florida Statutes, the following provisions are included in this Contract:

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

**TELEPHONE NUMBER: 904-247-6250 EXT # 10**

**EMAIL ADDRESS: CITYCLERK@JAXBCHFL.NET**

**MAILING ADDRESS: 11 NORTH THIRD STREET, JACKSONVILLE BEACH, FL 32250.**

The Contactor shall comply with public records laws of Florida, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency 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 this chapter or as otherwise provided by law.
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 contract if the Contractor does not transfer the records to the public agency.
4. Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency 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 public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

#### **1.10 CANCELLATION/NON-RENEWAL/ADVERSE CHANGE/RATE INCREASE NOTICE**

The CITY should be given at least 90 days' notice of cancellation, non-renewal, adverse change or increase in rates (if applicable).

#### **1.11 WAIVER/REJECTION OF PROPOSALS**

The CITY reserves the right to waive formalities or informalities in proposals and to reject any or all proposals or portions of proposals, or to accept any proposals or portions of proposals deemed to be in the best interest(s) of the CITY or to negotiate or not negotiate with the Respondent. The CITY reserves the right to reject all RFPs and re-advertise a new RFP for this work and project.

#### **1.12 AUTHORIZED OFFER**

The person submitting the proposal should indicate the extent of authorization by the Company to make a valid offer in the proposal summary that may be accepted by the CITY to form a valid and binding contract.

If the person submitting the proposal is not authorized to submit a proposal that can be bound by CITY acceptance, such a person should also obtain the signature of an authorized representative of the insurer, that may result in a bound contract upon the CITY's acceptance.

### **1.13 EVALUATION OF PROPOSALS**

The CITY will evaluate each proposal based on all the criteria set forth in the RFP. The evaluation process will consider all other requested criteria to determine which firm is the most highly qualified to perform the required services.

### **1.14 USE OF PROPOSAL BY OTHER AGENCIES**

It is hereby made a part of this RFP that the submission of any proposal response to the advertisement request constitutes a proposal made under the same terms and conditions, for the same contract price, to other government agencies if agreeable by the submitter and the government agency.

At the option of the vendor/contractor, the use of the contract resulting from this solicitation may be extended to other governmental agencies including the State of Florida, its agencies, political subdivisions, counties and cities.

Each governmental agency allowed by the vendor/contractor to use this contract shall do so independent of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received and accepted. No agency receives any liability by virtue of this RFP and subsequent contract award.

### **1.15 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 proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit a proposal on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, 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.

### **1.16 CONFLICT OF INTEREST CERTIFICATE**

All solicitations once advertised, and until the appropriate authority has approved an award recommendation, are under the "Cone of Silence". This limits and requires documentation of communications between potential proposers and/or proposers on CITY solicitations, the CITY's professional staff, and the City Council members.

Any lobbying by or on behalf of the Respondent will result in rejection/disqualification of said proposal. Respondents shall refrain from any contact with City Council members and staff or the Evaluation Committee regarding this proposal.

DURING THE PERIOD BETWEEN PROPOSAL SUBMISSION DATE AND THE CONTRACT AWARD, RESPONDENTS, INCLUDING THEIR AGENTS AND REPRESENTATIVES, SHALL NOT DIRECTLY DISCUSS OR PROMOTE THEIR

PROPOSAL WITH ANY MEMBER OF THE CITY COUNCIL OR CITY STAFF EXCEPT UPON THE REQUEST OF THE CITY OF JACKSONVILLE BEACH PROPERTY AND PROCUREMENT DIVISION IN THE COURSE OF CITY-SPONSORED INQUIRIES, BRIEFINGS, INTERVIEWS, OR PRESENTATIONS.

This provision is not meant to preclude respondents from discussing other matters with City Council members or CITY staff. This policy is intended to create a level playing field for all potential Respondents, assure that contract decisions are made in public, and to protect the integrity of the RFP process. Its purpose is to stimulate competition, prevent favoritism and secure the best work and materials at the lowest practicable price, for the best interests and benefit of the taxpayers and property owners. Violation of this provision may result in rejection of the Respondent's proposal.

#### **1.17 DISCRIMINATION CLAUSE**

An entity or affiliate who has been placed on the discriminatory vendor list may not submit on a contract to provide goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not award or perform work as a contractor, supplier, sub-contractor, or consultant under contract with any public entity, and may not transact business with any public entity.

#### **1.18 SAFETY REQUIREMENTS FOR CONTRACTORS PROVIDING SERVICES TO CITY**

- A. The Contractor shall comply with all federal and state Occupational Safety and Health Act (OSHA) Standards including 29 CFR 1910 and any other rules and regulations applicable to construction and maintenance activities in the State of Florida. The Contractor shall also comply with Chapter 442, Florida Statutes (Toxic Substances in the Workplace) and any county or city or any other agency's rules and regulations regarding safety.
- B. The Owner's safety personnel or any supervisor or inspector may, but is not required to, order that the work be stopped if a condition of immediate danger is found to exist. Nothing contained herein shall be construed to shift responsibility or risk of loss for injuries or damage sustained as a result of a violation of this Article from the Contractor to the Owner; and the Contractor shall remain solely and exclusively responsible for compliance with all safety requirements and for the safety of all persons and property at the project site.
- C. The parties hereto expressly agree that the obligation to comply with applicable safety provisions is a material provision of this Contract and a duty of the Contractor. The Owner reserves the right to require demonstration of compliance with the safety provisions of this Contract. The parties agree that such failure is deemed to be a material breach of this Agreement; and the Contractor agrees that upon such breach, all work pursuant to the Contract shall terminate until demonstration to the Owner that the safety provisions of this Agreement have been complied with. In no event shall action or failure to act on the part of the Owner be construed as a duty to enforce the safety provisions of this Agreement nor shall it be construed to create liability for the Owner for any act or failure to act in respect to the safety provisions of this Agreement.

## 1.19 INSURANCE REQUIREMENTS

### A. GENERAL PROVISIONS

Hold Harmless: The CITY shall be held harmless against all claims for bodily injury, disease, death, personal injury, and damage to property or loss of use resulting there from, to the extent caused by the Contractor or its subcontractors, unless such claims are a result of the CITY's sole negligence.

Defense fees and costs on behalf of the CITY: The Contractor agrees to pay on behalf of the CITY, the CITY's legal defense fees and costs, for all third party claims and actions filed against the CITY arising from or relating to any scope of work or services performed by the Contractor as described herein.

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

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

### B. PROOF OF CARRIAGE OF INSURANCE & NAMING CITY AS ADDITIONAL INSURED

The Contractor shall furnish the CITY with satisfactory proof of carriage of insurance required herein. The Contractor shall name the City of Jacksonville Beach (CITY) as additional insured on the Contractor's, and any sub-consultant or sub-contractor's Public Liability, Property Damage and Comprehensive Automobile Liability Insurance Policies. The additional insured shall be provided the same coverage as the primary insured for losses arising from work performed by the Contractor or its sub-consultants or sub-contractors. The proof of carriage or a copy of all policies shall be required prior to commencement of any work under this Contract.

The CITY 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 CITY.

### C. INSURANCE REQUIREMENTS

Basic Coverages Required: During the term of this Contract, the Contractor shall procure and maintain the following-described insurance and/or self-insurance except for coverage's specifically waived by the CITY. All policies and insurers must be acceptable to the CITY.

These insurance requirements shall not limit the liability of the Contractor. The CITY does not represent these types of amounts of insurance to be sufficient or adequate to protect the Contractor's interests or liabilities, but are merely minimums.  
All insurers must carry a current A.M. Best & Company rating of at least "A-."

Worker's Compensation Coverage is **required**.

The Contractor and all subcontractors shall purchase and maintain worker's compensation insurance for all workers' compensation obligations imposed by state law and employer's liability limits of at least \$100,000.00 each accident, \$100,000.00 each employee and \$500,000.00 policy limit for disease.

The Contractor and all subcontractors shall also purchase any other coverages required by law for the benefit of employees.

General Liability Coverage is **required for Contractor and all subcontractors**.

Commercial General Liability in Occurrence Form.

Coverage A shall include Bodily Injury and Property Damage coverage for liability claims arising from premises, operations, contractual liability, independent Contractors, products and complete operations and including but not limited to coverage for claims resulting from explosion, collapse, or underground (x,c,u) exposures (if any).

Coverage B shall include personal injury and **is required**.

Coverage C, medical payments is **not** required.

Amounts:	Bodily Injury:	\$1,000,000	Each Occurrence
		\$1,000,000	Aggregate
	Property Damage:	\$1,000,000	Each Occurrence
		\$1,000,000	Aggregate

Products and Completed Operations are **required for Contractor and all subcontractors**.

Amount: \$1,000,000 Aggregate

Business Auto Liability Coverage is **required for Contractor and all subcontractors**.

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.

Amounts:	Bodily Injury:	\$1,000,000	Each Occurrence
		\$1,000,000	Aggregate
	Property Damage:	\$1,000,000	Each Occurrence
		\$1,000,000	Aggregate

Professional Liability **Not Required**

Pollution Liability Required of Contractor and all subcontractors.

The CITY requires Pollution/Environmental Liability insurance covering cleanup costs including on-site discovery and third party liability, on-site and off-site third party pollution liability coverage, natural resources damage coverage.

Limits of Liability:	\$1,000,000	Each Pollution Event Limit
	\$1,000,000	Aggregate Policy Limit

**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.

Limits of Liability:	\$1,000,000	Each Occurrence
	\$1,000,000	Aggregate

**Claims Made Coverage – No Gap**

If any of the required professional or pollution liability insurance is provided on a “claims made” form, such coverage shall extend for a period of not less than 36 months following completion of the contract. In the event of termination of claims made policy, extended coverage may be provided by assurance that extended discovery coverage of at least 36 months will be purchased from the expiring insurer, or by assurance that the succeeding insurer will provide retroactive coverage with an inception date of at least on or before the effective date of this Contract.

**D. CERTIFICATES OF INSURANCE OF CONTRACTOR AND ALL SUBCONTRACTORS**

Required insurance shall be documented in Certificates of Insurance which provide that the CITY shall be notified at least 30 days in advance of cancellation, nonrenewal or adverse change.

New Certificates of Insurance are to be provided to the CITY at least 15 days prior to coverage renewals.

If requested by the CITY, the Contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements.

For Commercial General Liability coverage, the Contractor shall at the option of the CITY, provide an indication of the amount of claims, payments, or reserves chargeable to the aggregate amount of liability coverage. NOTE: Any sub-contractors approved by the CITY shall be required to provide proof of insurance identical in amounts as required by the contract to perform related services. All coverages shall name the CITY as "additional insured."

Receipt of certificates or other documents of insurance or policies or copies of policies by the CITY, or by any of its representatives, which indicate less coverage than required will not constitute a waiver of the successful proposer(s)' obligation to fulfill the insurance requirements herein.

## **1.20 PERFORMANCE AND PAYMENT BONDS**

Respondents shall furnish in their proposal "proof of bond ability" from their Surety Company indicating their ability to obtain a performance and payment bond of at least \$5,000,000 in the event it shall be requested by the CITY. Surety shall indicate in their letter their history with the Respondent and their willingness to process P&P Bonds as needed on the Respondent's behalf.

The awarded Respondent shall furnish within seventy-two (72) hours of an "Event" Notice to Proceed a 100% Performance Bond and 100% Payment Bond in conformance with Section 255.05, Florida Statutes, payable to the CITY as security for the faithful performance of the Contract and payment of sub-contractors and/or suppliers. The Performance and Payment Bond shall be issued for each particular disaster event in which the Notice to Proceed is executed. The Performance and Payment Bonds shall be maintained throughout the Notice to Proceed execution period. At the completion of all work under a particular Notice to Proceed, the Performance and Payment Bonds shall be released after 90 days to ensure all sub-contractors have been paid. Costs of all bonds shall be included in proposed unit pricing. The Performance and Payment Bond Form supplied by the CITY shall be the only acceptable forms for these bonds.

If Respondent fails to deliver the Performance and Payment Bond within the specified time, including any extensions approved by the CITY, the CITY shall declare the Respondent in default of the contractual terms and conditions, and the Respondent shall cease work until the required Performance and Payment Bond is submitted to the CITY's Purchasing Department.

The bond shall be issued by an agency authorized to do business in the State of Florida with a rating of "A" or higher, as listed in the A.M. Best & Company latest published rating. An attorney-in-fact who signs a Performance Bond must file with the bond a certified copy of his/her power of attorney to assign said bond.

Level I Event: Tropical Storm to Hurricane Category 1; shall be in the amount of one million (\$1,000,000.00) dollars.

Level II Event: Hurricane Category 2; shall be in the amount of three million (\$3,000,000.00) dollars.

Level III Event: Hurricane Category 3 and above; shall be in the amount of five million (\$5,000,000.00) dollars.

Performance and Payment Bond amounts for other events shall be determined based on the severity and magnitude of the event. Should a catastrophe other than a hurricane occur, the CITY will inform the selected firm(s) of the level of bonding required.

Performance and Payment Bonds for each event shall comply with all other requirements, unless otherwise stated. If the catastrophic event diminishes after the Event "Notice to Proceed" is issued, a stop work order shall be issued to cancel the Performance and Payment Bonds tied to said event.

#### **1.21 NOTICE TO PROCEED**

The CITY will issue a "Notice to Proceed" for the services referenced in this RFP and resulting contract. The Respondent must immediately acknowledge receipt of the written Notice to Proceed. The Notice to Proceed may be issued via email by an authorized CITY representative to a designated Contractor representative.

Upon Notice to Proceed and mobilization, the Respondent shall provide the CITY with a detailed cost estimate. Upon receipt of the cost estimate the CITY will issue a Task Assignment along with a Purchase Order covering the costs listed in the Task Assignment.

#### **1.22 BANKRUPTCY**

No firm will be issued a contract for the work, where a key representative has filed for bankruptcy personally or has been an officer or principal of a firm, which has filed bankruptcy in the past seven (7) years. Attached is a Non-Bankruptcy Affidavit form. All submitted proposals must include this form executed by the proper representative of the Respondent company (**see attached Form 6**).

#### **1.23 NONEXCLUSIVE**

Notwithstanding the contract resulting from this RFP, the CITY reserves the right to follow its normal purchasing procedures at any time to procure additional services for any of the types of work noted in this RFP. The Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the CITY may, at any time, secure similar or identical services at its sole option. The Contractor is not guaranteed any certain amount of work.

#### **1.24 DRUG FREE WORKPLACE COMPLIANCE FORM**

Attached is a Drug Free Workplace Compliance Form. All submitted proposals must include this form executed by the proper representative of your company (**see attached Form 4**.)

### **1.25 WARRANTY**

All warranties express and implied shall be made available to the CITY for goods and services covered by this solicitation. All goods furnished shall be fully guaranteed by the successful Respondent against factory defects and workmanship. At no expense to the CITY, the successful Respondent shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty.

### **1.26 PROTEST**

Any Respondent who perceives themselves aggrieved in connection with a recommended award may protest to the Property and Procurement Officer. A written notice of intent to file a protest must be filed with the Property and Procurement Officer within three (3) days after receipt by the Respondent of the Notice of Intent to Submit RFP for Approval and Award by City Council, in accordance with the procedures set forth in Section XII K., City of Jacksonville Beach Purchasing Manual. Failure to follow the protest procedures or failure to meet any deadline set forth herein shall automatically nullify any protest or claim brought by an aggrieved bidder/proposer and shall constitute a waiver of all right to protest or appeal.

In the event of a timely protest, the CITY shall not proceed further with award of the contract and agreement until all administrative remedies are exhausted, or until the City Manager determines the award of the contract is immediately necessary to protect the public health, welfare, or safety.

### **1.27 FRAUD AND MISREPRESENTATION**

Any individual, corporation, or other entity that attempts to meet its contractual obligations with the CITY through fraud, misrepresentation, or material misstatement, may be debarred for up to five (5) years. The CITY, as a further sanction, may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

### **1.28 OMISSIONS IN SPECIFICATIONS**

The scope of services or description of items contained within this solicitation describes the various functions and classes of work required as necessary for the completion of the project. Any omissions of inherent technical functions or classes of work within the specifications and/or statement of work shall not relieve the Respondent from furnishing, installing, or performing such work where required to the satisfactory completion of the project.

### **1.29 FORCE MAJEURE**

The CITY and the successful Respondent are excused from the performance of their respective obligations under the contract when and to the extent that their performance is delayed or prevented by any circumstances beyond their control, including fire, flood, explosion, strikes or other labor disputes, natural disasters, public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of

transportation, equipment, or service from a public utility needed for their performance provided that:

- a) The non-performing party gives the other party prompt written notice describing the particulars of the force majeure, including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the force majeure.
- b) The excuse of performance is of no greater scope and of no longer duration than is required by the force majeure.
- c) No obligations of either party that arose before the force majeure causing the excuse of performance are excused as a result of the force majeure.
- d) The non-performing party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused under this section for a period in excess of two (2) months, provided that in extenuating circumstances, the CITY may excuse performance for a longer term. Economic hardship of the successful Respondent shall not constitute a force majeure. The term of the contract shall be extended by a period equal to that during which either party's performance is suspended under this section.

### **1.30 RFP AWARD NOTICE FORM**

Attached is a RFP Award Notice Form. All submitted proposals are to include this form to be notified of the recommendation of award (see **attached Form 2**).

### **1.31 INDEMNIFICATION**

The Respondent to whom a contract is awarded shall defend, indemnify and hold harmless the CITY as outlined below.

The Contractor covenants and agrees to indemnify, hold harmless and defend the CITY, its council, officers, employees, agents and servants from any and all claims for bodily injury, including death, personal injury, and property damage, including damage to property owned by CITY, and any other losses, damages, and expenses of any kind, including attorney's fees, court costs and expenses, which arise out of, in connection with, or by reason of services provided by the Contractor or any of its Subcontractor(s) in any tier, occasioned by the negligence, errors, or other wrongful act or omission of the Contractor, its subcontractor(s) in any tier, their officers, employees, servants or agents.

In the event that the completion of the project (to include the work of others) is delayed or suspended as a result of the Contractor's failure to purchase or maintain the required insurance, the Contractor shall indemnify the CITY from any and all increased expenses resulting from such delay. Should any claims be asserted against the CITY by virtue of any deficiency or ambiguity in the plans and specifications provided by the Contractor, the Contractor agrees and warrants that Contractor shall hold the CITY harmless and shall indemnify it from all losses occurring thereby and shall further defend any claim or action on the CITY's behalf.

The first ten dollars (\$10.00) of remuneration paid to the Contractor is consideration for the indemnification provided for above.

The extent of liability is in no way limited to, reduced, or lessened by the insurance requirements contained elsewhere within this Agreement.

This indemnification shall survive the expiration or earlier termination of the contract.

**1.32 RFP IS NOT A BID**

This Request for Proposals is not to be considered a bid. The CITY will evaluate responses based on the criteria set forth in this RFP. The evaluation process is to consider all requested criteria to determine which firm is the most responsive, responsible and highly qualified to perform the required services.

**FORM 1: PROPOSAL TENDER FORM** (Page 1 of 3)

RFP NUMBER: \_\_\_\_\_

RFP DATE: \_\_\_\_\_, 2020

TO: THE CITY OF JACKSONVILLE BEACH, FLORIDA

FROM: \_\_\_\_\_

Respondent must provide an hourly price on each pay item listed. If your company provides other related positions, please add as appropriate. Note that descriptions are indicative of the type of work normally performed but descriptions are not comprehensive. All entries in the entire proposal must be made clearly in ink. Hourly Prices on the *Proposal Tender Form* must be written in figures. Proposals in which the prices undistinguishable may be rejected by the CITY at its sole discretion.

**Table 1: Rate Structure Debris Monitoring**

Labor Classification	Hourly Rate
Principal	
Project Manager	
Field Operation Manager	
Field Coordinator	
Disposal Site Monitor with Electronic Device	
Load Site Monitor with Electronic Device	
FEMA/FHWA Liaison	
Billing/Invoicing Manager	
Data Manager	
Automated Ticket Analyst	

**Table 2: Rate Structure for Program Management**

Labor Classification	Hourly Rate
Principal In Charge	
Subject Matter Expert	
Project Manager	
Senior Damage Assessment Estimator	
Damage Assessment Estimator	
Clerical	
Senior FEMA Program Advisor	
FEMA PA Program Coordinator	
Grants Management Supervisor	
Grants Manager	
FEMA Project Specialist	

**FORM 1: PROPOSAL TENDER FORM** (page 2 of 3)

**NOTE:** Respondent is solely responsible for developing/determining/verifying for this project all plans/all methods/all quantities/all measurements and all manufacturers' requirements/recommendations necessary to provide a satisfactory fully completed project under the provisions of the RFP, to the CITY's satisfaction, to include costs for all labor, all equipment, all materials, all rental/leasing/purchasing of equipment and materials, all preparations, all repairs, all safety work, all quality control work, all disposal work, all mobilization and demobilization work, all sub-contractor work, all taxes, all insurance, all bonding if required, all inspection work, all verification work, all warranty work, all permitting at all levels of government, all contractor overhead, all contractor profit, and any/all other project related work and/or cost/expense that is not listed, and all of which shall be the basis for the Respondent's proposal for this RFP, the cost of such is incorporated into the hourly rates as proposed on page 1 of the Proposal Tender Form.

I HEREBY CERTIFY that I have read and understand the requirements of **RFP 04-1920** Standby Contract for Disaster Debris Management, Recovery and Response Services and as the Respondent, will comply with all requirements, and that I am duly authorized to execute this proposal/offer document and any contract(s) and/or other transactions required by award of this RFP.

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE & ZIP CODE: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

LICENSE NUMBER: \_\_\_\_\_

(If Corporation, President, Secretary and Treasurer identification)

PRESIDENT: \_\_\_\_\_

SECRETARY: \_\_\_\_\_

TREASURER: \_\_\_\_\_

SEAL: (if Proposal is by a Corporation.)

**FORM 1: PROPOSAL TENDER FORM** (page 3 of 3)

The Respondent understands that the CITY reserves the right to: 1) reject all proposals and waive informalities in the proposals, and 2) the CITY may award the RFP to up to three (3) qualified Respondents.

<b><u>ADDENDA RECEIPT VERIFICATION</u></b>			
<b>Respondent shall acknowledge receipt of all addenda, if any, to the Request for Proposals, by filling in Addenda Numbers and dates below.</b>			
Addendum #:	_____	Dated:	_____
Addendum #:	_____	Dated:	_____

<b><u>PROPOSAL DOCUMENT TURN-IN CHECKLIST</u></b>		
<b>The following documents are to be completed, signed and submitted as part of the Proposal Submittal Package in response to this RFP. Failure to provide the listed documents may be cause for the CITY to consider rejection of the submitted proposal. This consideration will be at the sole discretion of the CITY.</b>		
INITIAL Check-Off	FORM/TAB	SECTION TITLE
[ _____ ]	<b>FORM 1</b>	<i>PROPOSAL TENDER FORM</i> (completed Pages 17 thru 19)
[ _____ ]	<b>FORM 2</b>	<i>PROPOSAL AWARD NOTICE FORM – Mandatory Cover Sheet</i> (completed Page 20)
[ _____ ]	<b>FORM 3</b>	<i>REQUIRED DISCLOSURE FORM</i> (completed Page 21)
[ _____ ]	<b>FORM 4</b>	<i>DRUG-FREE WORKPLACE COMPLIANCE FORM</i> (completed Page 22)
[ _____ ]	<b>FORM 5</b>	<i>NONCOLLUSION AFFIDAVIT</i> (completed Page 23)
[ _____ ]	<b>FORM 6</b>	<i>NON-BANKRUPTCY AFFIDAVIT</i> (completed page 24)
[ _____ ]	<b>FORM 7</b>	<i>SCHEDULE OF SUBCONTRACTORS</i> (completed page 25)
[ _____ ]	<b>TAB 1</b>	<i>RESPONDENT’S PROFILE AND SUBMITTAL LETTER</i>
[ _____ ]	<b>TAB 2</b>	<i>REFERENCES</i>
[ _____ ]	<b>TAB 3</b>	<i>EXPERIENCE OF PERSONNEL</i>
[ _____ ]	<b>TAB 4</b>	<i>APPROACH, METHODOLOGY AND TIMELINESS</i>
[ _____ ]	<b>TAB 5</b>	<i>ELECTRONIC DEVICE AND AUTOMATED DEBRIS MANAGEMENT SYSTEM</i>
[ _____ ]	<b>TAB 6</b>	<i>OCCUPATIONAL LICENSE AND W-9</i> (attach completed and signed W-9 form, which can be obtained from www.irs.gov)
[ _____ ]	<b>TAB 7</b>	<i>PROOF OF BOND ABILITY FROM SURETY COMPANY</i>
<b>NOTE: Please INITIAL Check-Off of each document / activity / requirement that is attached to the Unit Price Proposal Tender Form and/or is required by the RFP and/or Addenda.</b>		

By: \_\_\_\_\_  
 Signature of Authorized Submitter

\_\_\_\_\_  
 Title (typed or neatly printed)

SUBMITTED BY: \_\_\_\_\_  
 Typed/Printed Name of Authorized Submitter

DATE: \_\_\_\_\_

**FORM 2**

**RFP AWARD NOTICE FORM**

***City of Jacksonville Beach***

1460A Shetter Avenue, Jacksonville Beach, FL 32250, (904) 247-6229

**Mandatory Cover Sheet**

**NOTICE:** Items 1 to 6 are to be completed by the Respondent. The Respondent is to submit the form to the CITY along with the *Unit Price Proposal Tender Form* and other required documents.

- 1. Company Name: \_\_\_\_\_
- 2. Address Name: \_\_\_\_\_
- 3. City, State and Zip \_\_\_\_\_
- 4. Attention: \_\_\_\_\_
- 5. Phone: \_\_\_\_\_ Fax: \_\_\_\_\_
- 6. E-mail address: \_\_\_\_\_

PLEASE PRINT CLEARLY

\*\*\*\*\*  
 ITEMS BELOW TO BE COMPLETED BY THE CITY OF JACKSONVILLE BEACH  
 \*\*\*\*\*

Proposals were received and evaluated, and the following recommendation will be presented to the City Council for award of RFP No. 04-1920 per the attached Proposal Tabulation form(s).

A written notice of intent to file a protest must be filed with the Purchasing Administrator within three (3) days after receipt by the Respondent or proposer of the Notice of Intent to Submit RFP for Approval and Award by City Council from the Purchasing Administrator in accordance with the procedures set forth in Section XII K., City of Jacksonville Beach Purchasing Manual.

If awarded RFP or combination of Pay Items, please do not proceed with any work prior to receiving an official City of Jacksonville Beach Purchase Order and/or Notice-to-Proceed letter.

Thank you for your proposal.

Sincerely,

CITY OF JACKSONVILLE BEACH  
/s/Luis F. Flores  
Property and Procurement Division



**FORM 4**

***DRUG-FREE WORKPLACE COMPLIANCE FORM***

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

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

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

\_\_\_\_\_  
Vendor's Signature

(Word/Drug Free)

**FORM 5**

**NONCOLLUSION AFFIDAVIT**

\_\_\_\_\_, being first duly sworn deposes and says that:

1. He (it) is the \_\_\_\_\_, of \_\_\_\_\_ the Respondent that has submitted the attached Proposal;
2. He is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
3. Such Proposal is genuine and is not a collusive or sham Proposal;
4. Neither the said Respondent nor any of its officers, partners, owners, agents, representatives, employee, or parties in interest, including this Affidavit, have in any way, colluded, conspired, connived or agreed, directly or indirectly, with any other Respondent, firm or person to submit a collusive or sham Proposal in connection with the contract for which the attached Proposal has been submitted; or to refrain from responding in connection with such contract; or have in any manner, directly or indirectly, sought by agreement or collusion or communication, or conference with any Respondent, firm, or person to fix the price or prices in the attached Proposal or of any other Respondent, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price in any other Respondent, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed contract;
5. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Respondent or any other of its agents, representatives, owners, employees or parties in interest, including his affidavit.

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

Sworn and subscribed to before me this \_\_\_\_\_ day of \_\_\_\_\_,

20\_\_\_\_, in the State of \_\_\_\_\_, County of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**FORM 6**

**NON-BANKRUPTCY AFFIDAVIT**

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_ is an officer and member of the firm  
of \_\_\_\_\_, being first duly sworn, deposes and states that;

1. The subsequent certification statement is a true and accurate statement as of the date shown below.
2. The affiant understands that the intentional inclusion of false, deceptive or fraudulent statements on this Non-Bankruptcy Affidavit constitutes fraud; and, that the City of Jacksonville Beach, Florida, considers such action on the part of the affiant to constitute good cause for denial, suspension, revocation, disqualification, or rejection of affiant's participation in **RFP #: 04-1920**.
3. Certification Statement: This is to certify that the aforementioned firm has not filed for bankruptcy in the past seven (7) years and that no owner/officer or principal of the aforementioned firm has filed for bankruptcy personally in the past seven (7) years or has been an owner/officer or principal of a firm which has filed for bankruptcy in the past seven (7) years.

\_\_\_\_\_  
Affiant Signature

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_.  
(Name of affiant)

He/She is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Notary's Printed Name

\_\_\_\_\_  
Expiration of Notary's Commission

Affix Seal Here:

**FORM 7**

**SCHEDULE OF SUBCONTRACTORS**

1. \_\_\_\_\_  
(Company name) (type of work)

\_\_\_\_\_ (address) \_\_\_\_\_ (telephone #)

\_\_\_\_\_ (city/state/zip) \_\_\_\_\_ (Federal I.D. #)

---

2. \_\_\_\_\_  
(Company name) (type of work)

\_\_\_\_\_ (address) \_\_\_\_\_ (telephone #)

\_\_\_\_\_ (city/state/zip) \_\_\_\_\_ (Federal I.D. #)

---

3. \_\_\_\_\_  
(Company name) (type of work)

\_\_\_\_\_ (address) \_\_\_\_\_ (telephone #)

\_\_\_\_\_ (city/state/zip) \_\_\_\_\_ (Federal I.D. #)

Signed: \_\_\_\_\_ Title: \_\_\_\_\_

Contractor: \_\_\_\_\_

## EXHIBIT "A"

### **SPECIFICATIONS FOR DEBRIS MONITORING SERVICES**

The City of Jacksonville Beach seeks to establish contractual arrangements with at least one (1) or more (up to 3) qualified firms to provide support and assistance to the CITY in its emergency debris management and planning operations, by accomplishing the removal and lawful disposal of disaster-generated debris from public properties and public rights-of-way in order to eliminate immediate threats to life, public health and safety, and assist in the economic recovery to the CITY in the event of natural or man-made catastrophe. All such operations shall be in full compliance with regulatory agency requirements and be consistent with Federal Emergency Management Agency (FEMA) and Federal Highway Administration (FHWA) requirements for cost reimbursement for debris management, removal and disposal.

#### **SECTION A - GENERAL SPECIFICATIONS**

##### **1. OBJECTIVE**

The purpose of this Request for Proposal (RFP) is to solicit competitive sealed proposals to furnish Disaster Debris Inspection, Monitoring and Reporting Services within the City of Jacksonville Beach, Florida, if the President of the United States or the Governor of the State of Florida declares the City of Jacksonville Beach and/or Duval County a disaster site.

Disasters most often produce substantial volumes of debris, creating hazardous conditions to the public health, welfare and safety, which result in disruption of the essential physical and economic life of the community.

It is mandatory that there be an early, safe and quick response to restoring environmentally safe and economically viable conditions to the disaster affected areas. This objective has the highest priority in the CITY's planning and its ability to deal with all damage.

Disasters could result in large expenditures of manpower, equipment and related materials and supplies, at substantial cost to the CITY.

It is imperative that the CITY be prepared to provide all necessary disaster recovery services and have the means to recover all eligible costs from state and federal agencies that have funds to assist local governments to cope with all natural and manmade disasters.

##### **2. CONTRACT AWARD**

The CITY reserves the right to enter into a contract with the selected firm(s) that the CITY deems to offer the best overall proposal(s). The CITY is therefore not bound to accept a proposal on the basis of lowest price. In addition, the City Manager, as the City's representative, in his sole discretion, reserves the right to cancel this RFP, to reject any and all proposals, to waive any and all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the best interest of the CITY to do so.

### 3. AWARD TERM

The CITY is looking to promote partnership relationships within the policies and procedures of public procurement. Pursuant toward that end, the selected firm shall be awarded a contract term for five (5) years.

## SECTION B - TECHNICAL SPECIFICATIONS

### 1. SCOPE OF SERVICES

- 1.1 The City of Jacksonville Beach seeks to establish a contractual arrangement with a qualified firm to monitor Disaster Debris Recovery efforts and provide related technical assistance, on an as needed basis. The selected firm will provide disaster recovery monitoring expertise and services to assist the CITY to monitor the removal, reduction and environmentally approved disposal of debris and other obstacles resulting from these disasters. Such efforts shall fully comply with the regulatory agency requirements and be consistent with Federal Emergency Management Agency (FEMA) requirements for cost reimbursement for debris management, removal and disposal.
- 1.2 The selected firm shall provide all labor, materials, software and equipment to perform all requirements and meet all specifications while under contract with the CITY.
- 1.3 The selected firm shall have an excellent understanding of the documentation involved for the reimbursement from FEMA relief programs to make the process of cost recovery efficient and accurate. The processes and documentation required will be in strict compliance with FEMA regulations regarding eligibility. Contracts must meet rules for Federal Grants, as provided for in Title 44 Code of Federal Regulations (CFR) Part 13, (§13.36, Procurement) in order to be eligible for reimbursement under Public Assistance Program.
- 1.4 The selected firm will advise and support the CITY during a disaster recovery effort and will be responsible for the overall inspection, monitoring and reporting services relating to the collection and disposal of debris. This will include services to inspect, monitor and report on the removal process, and ensure the debris is lawfully processed and disposed (other than hazardous materials and household putrescible garbage) from City property and other public property (herein after referred to as City Property) within the City of Jacksonville Beach, Florida in response to an emergency event such as, but not limited to, hurricane(s) or other natural or manmade disaster(s). The selected firm shall coordinate with the CITY's current Debris Removal Contractor and the CITY to insure a compliant, well-managed and organized approach to debris inspection, monitoring and reporting services.
- 1.5 It shall be understood by all Respondents that a separate solicitation was issued, different from this one, to establish a contract with a firm to perform Emergency Debris Clearing and Removal Services. The CITY sees it as a conflict of interest to contract with a Debris Monitoring Firm and a Debris Removal Contractor, which is of the same entity, owned by the same company or has similar interests in their ownership.

- 1.6 The selected firm's response to the recovery process must be immediate, rapid, and efficient, with acceptable cost controls, accountability procedures, with written reports and submittals in place, to assure that the CITY will have the means to be reimbursed for all eligible disaster recovery costs from appropriate federal and state agencies.
- 1.7 The selected firm shall mobilize personnel for this task and shall be fully mobilized to begin debris monitoring operations within 24 hours following the day of the disaster. Debris monitoring work within the CITY will be prioritized by the City of Jacksonville Beach. The selected firm shall be responsible for providing all necessary staff and equipment for carrying out its responsibilities under this Contract.
- 1.8 The selected firm must be prepared to carry out the assigned tasks in compliance with the applicable provisions of City of Jacksonville Beach's "Phase I (Rapid Response) and Phase II (Debris Removal, Reduction and Disposal) of the City's Disaster Debris Management Plan."

**1.9 FEMA Policies/Procedures/Guidelines/Instructions**

Debris Management Services shall be defined, regulated and executed in the manner prescribed by the Federal Emergency Management Agency (FEMA). Incorporated into the scope of work shall be the "Public Assistance Debris Management Guides," as promulgated, modified and published by FEMA. At the time of this Contract, the most current publication shall be identified. Additional FEMA guidelines pertaining to conduct of work, documentation of activities and expenses and general administration of debris management activities shall also be incorporated into the Scope of Work upon publication of the information by FEMA whether as new information or amendments to existing guidelines or policy. It shall be the responsibility of both parties to obtain and maintain the current policies, procedures, guidelines and instruction published by FEMA on Debris Management.

- 1.10 The selected firm must have the capability and ability to rapidly respond to wide scale debris volumes typically produced in hurricanes, tornadoes and other disaster types as well as small scale debris volumes.

**2. REQUIRED FEDERAL COMPLIANCE REGULATIONS AND CONTRACT PROVISIONS**

Debris Management Services shall be defined, regulated and executed in the manner prescribed by FEMA. Incorporated into the scope of work shall be the "Public Assistance Debris Management Guides," as promulgated, modified and published by FEMA. At the time of this Contract, the most current publication shall be identified. Additional FEMA guidelines pertaining to conduct of work, documentation of activities and expenses and general administration of debris management activities shall also be incorporated into the Scope of Work upon publication of the information by FEMA whether as new information or amendments to existing guidelines or policy.

Federal-Aid Requirements of the Federal Highway Administration's Form **FHWA-1273** titled "*Required Contract Provisions – Federal-Aid Construction Contracts*" and **FEMA FACT SHEET 9580.214**, "*Debris Removal on Federal-Aid Highways*" shall apply to all work performed by the Contractor or any of its subcontractors.

It shall be the responsibility of both parties to obtain and maintain the current policies, procedures, guidelines and instruction published by FEMA on Debris Management and the successful Respondent(s) must comply with the following federal requirements as they apply to:

**2.1 ACCESS BY THE GRANTEE, SUBGRANTEE, FEDERAL GRANTOR AGENCY AND COMPTROLLER GENERAL.**

The Contractor shall allow access by the grantee, subgrantee, federal grantor agency and Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts and transcriptions.

**2.2 AMERICANS WITH DISABILITES ACT OF 1990 (ADA).**

The Contractor shall ensure compliance with all requirements imposed by ADA, and regulations of the federal government issued there under.

**2.3 CLEAN AIR AND WATER ACTS.**

The Contractor shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1386), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15) (Contracts, subcontracts, and sub grants of amounts in excess of \$100,000).

**2.4 CONTRACT WORK HOURS AND SAFETY STANDARDS.**

The Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5) (Construction contracts awarded by grantees and subgrantees in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers).

**2.5 CONVICT LABOR.**

Ensure compliance with the Convict Labor prohibition in 23 U.S.C. 114 whereby Convict Labor cannot be used in Emergency Relief Programs subject to FHWA funding.

**2.6 COPELAND ANTI-KICKBACK ACT.**

The Contractor shall comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3) (All contracts and sub grants for construction or repair).

**2.7 COPYRIGHTS.**

The Grantee is free to copyright original work developed in the course of or under the Agreement. FEMA reserves a royalty-free, nonexclusive and irrevocable right to

reproduce, publish, or otherwise use, and to authorize others to use the work for Government purposes. Publication resulting from work performed under this Agreement shall include an acknowledgement of FEMA financial support, by grant number, and a statement that the publication does not constitute an endorsement by FEMA or reflect FEMA views.

**2.8 DISADVANTAGED BUSINESS ENTERPRISES (DBE) CONTRACTORS.**

The Contractor agrees to ensure that Disadvantaged Business Enterprises as defined in 49 C.F.R., Part 23, as amended, have the maximum opportunity to participate in the performance of contracts and this Agreement. In this regard, the Contractor shall take all necessary and reasonable steps in accordance with 49 C.F.R., Part 23, as amended, to ensure that the Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. The Contractor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of federal assisted contracts.

**2.9 ENERGY POLICY AND CONSERVATION ACT.**

The Contractor shall 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 (Pub. L. 94-163).

**2.10 EQUAL EMPLOYMENT OPPORTUNITY.**

The Contractor shall ensure compliance with all requirements of Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60) and orders of the U.S. Secretary of Labor and imposed pursuant to 23 U.S.C. 140.

**2.11 SUSPENDED AND DEBARRED CONTRACTORS.**

FHWA and FEMA prohibit contracts with debarred contractors. Recipients of federal funds are prohibited from doing business with contractors who have been suspended or debarred. Contractors debarred, suspended, or proposed for debarment are excluded from receiving contracts, and agencies shall not solicit offers from, award contracts to, or consent to subcontracts with these contractors. Contractor awardees shall ensure they solicit offers from, award contracts to, and consent to subcontracts with responsible contractors only.

**2.12 REPORTING.**

Reports Submission: Per 44 CFR 13.50, when the appropriate grant award performance period expires, the Grantee shall submit the following documents within 90 days: (1) Financial performance or Progress Report; (2) Financial Status Report (SF 269) or Outlay Report and Request for Reimbursement for Construction Programs (SF-271) (as applicable); (3) Final request for payment (SF-270) (if applicable); (4) Invention disclosure (if applicable); and (5) Federally-owned property report.

Reports Acceptance: FEMA shall review the Grantee reports, perform the necessary financial reconciliation, negotiate necessary adjustments between the Grantee's and FEMA's records, and close out the grant in writing.

**2.13 MAINTENANCE OF RECORDS.**

The Contractor shall maintain all books, records, and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. Records shall be retained for a period of seven (7) years from the termination of this Agreement or for a period of three (3) years from the submission of the final expenditure report as per 2 CFR §200.333, whichever is greater. Each party to this Agreement or its authorized representatives shall have reasonable and timely access to such records of each other party to this Agreement for public records purposes during the term of the Agreement and for seven (7) years following the termination of this Agreement. If an auditor employed by the CITY determines that monies paid to the Contractor pursuant to this Agreement were spent for purposes not authorized by this Agreement, or were wrongfully retained by the Contractor, the Contractor shall repay the monies together with interest calculated pursuant to Sec. 55.03, of the Florida Statutes, running from the date the monies were paid by the CITY.

**2.14 TERMINATION.**

- A. In the event that the Contractor shall be found to be negligent in any aspect of service, the CITY shall have the right to terminate this Agreement after five (5) days' written notification to the Contractor.
- B. Either of the parties hereto may cancel this Agreement without cause by giving the other party sixty (60) days written notice of its intention to do so.
- C. Termination for Cause and Remedies: In the event of breach of any contract terms, the CITY retains the right to terminate this Agreement. The CITY may also terminate this Agreement for cause with the Contractor should the Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, prior to termination, the CITY shall provide the Contractor with five (5) calendar days' notice and provide the Contractor with an opportunity to cure the breach that has occurred. If the breach is not cured, the Agreement will be terminated for cause. If the CITY terminates this Agreement with the Contractor, CITY shall pay the Contractor the sum due the Contractor under this Agreement prior to termination, unless the cost of completion to the CITY exceeds the funds remaining in the Contract; however, the CITY reserves the right to assert and seek an offset for damages caused by the breach. The maximum amount due to the Contractor shall not in any event exceed the spending cap in this Agreement. In addition, the CITY reserves all rights available to recoup monies paid under this Agreement, including the right to sue for breach of contract.
- D. Termination for Convenience: The CITY may terminate this Agreement for convenience, at any time, upon one (1) weeks' notice to the Contractor. If the CITY terminates this Agreement with the Contractor, the CITY shall pay the Contractor

the sum due the Contractor under this Agreement prior to termination, unless the cost of completion to the CITY exceeds the funds remaining in the Contract. The maximum amount due to the Contractor shall not exceed the spending cap in this Agreement. In addition, the CITY reserves all rights available to recoup monies paid under this Agreement, including the right to sue for breach of contract and including the right to pursue a claim.

**2.15 NONDISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY.**

The Contractor and the CITY agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. The Contractor or the CITY agrees to comply with all federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VII of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC s. 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 6101-6107) which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC s. 12101 Note), as may be amended from time to time, relating to nondiscrimination on the basis of disability, race, color, sex, religion, national origin, ancestry, sexual orientation, gender identity or expression, familial status or age; and 10) Any other nondiscrimination provisions in any federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.

During the performance of this Agreement, the Contractor, in accordance with Equal Employment Opportunity (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and implementing regulations at 41C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II, ¶ C, 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 by the contracting officer 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 it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, 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 the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting 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 non-compliance with the nondiscrimination clauses of this contract or with any of such 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 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 (7) 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 non-compliance; 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.

#### 2.16 FEDERAL CONTRACT REQUIREMENTS.

The Contractor and its subcontractors must follow the provisions, as applicable, as set forth in 2 C.F.R. §200.326 Contract provisions and Appendix II to 2 C.F.R. Part 200, as amended, including but not limited to:

**Davis-Bacon Act, as amended (40 U.S.C. §§3141-3148).** When required by federal program legislation, which includes Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program and Transit Security Grant Program, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must comply with the Davis-Bacon Act (40 U.S.C. §§3141-3144, and §§3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. If applicable, the CITY must place a current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The CITY must report all suspected or reported violations to the federal awarding agency. When required by federal program legislation, which includes Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program and Transit Security Grant Program (it does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program), the contractors must also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations

(29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). As required by the Act, each contractor or subrecipient is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The CITY must report all suspected or reported violations to the federal awarding agency.

- (1) Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Contract.
- (2) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- (3) Breach. A breach of the contract clauses above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

**Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** Where applicable, which includes all FEMA grant and cooperative agreement programs, all contracts awarded by the CITY in excess of \$100,000 that involve the employment of mechanics or laborers must comply with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. §3702 of the Act, each Contractor must compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**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.

**Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387).** Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§1251-1387) and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA). The Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—applies to contracts and subgrants of amounts in excess of \$150,000.

**Debarment and Suspension (Executive Orders 12549 and 12689)**—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

**Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**—Contractors that apply or bid for an award exceeding \$100,000 must 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 must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.

**Compliance with Procurement of recovered materials as set forth in 2 CFR § 200.322.** Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended, by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**Other Federal Requirements:**

**Americans with Disabilities Act of 1990, as amended (ADA)** – The Contractor will comply with all the requirements as imposed by the ADA, the regulations of the federal government issued thereunder, and the assurance by the Contractor pursuant thereto.

**Disadvantaged Business Enterprise (DBE) Policy and Obligation** - It is the policy of the CITY that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with CITY funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The CITY and its Contractor agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with 2 C.F.R. § 200.321 (as set forth in detail below), applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The CITY and the Contractor and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

**2 C.F.R. § 200.321 CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS**

- a. If the Contractor, with the funds authorized by this Agreement, seeks to subcontract goods or services, then, in accordance with 2 C.F.R. §200.321, the Contractor shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever 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.
  - (6) Requiring the Prime contractor, if subcontractors are to be let, to take the affirmative steps listed in paragraph (1) through (5) of this section.

The Contractor shall utilize the U.S. Department of Homeland Security's **E-Verify system** to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

### **Additional FEMA Requirements:**

Access to Records: Contractor/Consultant and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing the Department of Homeland Security (DHS) and the Federal Emergency Management Agency's (FEMA) access to records, accounts, documents, information, facilities, and staff. Contractors/Consultants must: 1. cooperate with any compliance review or complaint investigation conducted by DHS; 2. Give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance; and 3. Submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

DHS Deal, Logo and Flags: Contractor shall not use the Department of Homeland Security seal(s), logos, crests, or reproduction of flags or likeness of DHS agency officials without specific FEMA approval.

Changes to Contract: The Contractor understands and agrees that any cost resulting from a change or modification, change order, or constructive change of the Agreement must be within the scope of any federal grant or cooperative agreement that may fund this Project and reasonable for the completion of the Project. Any contract change or modification, change order or constructive change must be approved in writing by both the CITY and the Contractor.

## **3. DEBRIS INSPECTION, MONITORING AND REPORTING SERVICES**

### **3.1 Project Management**

The selected firm will be responsible for providing managerial support to coordinate the efforts of the CITY and the Debris Removal Contractor. The selected firm's Project Manager will provide assistance to the CITY in contract administration and assist to enforce the provisions of the CITY's contract with the Debris Removal Contractor.

### **3.2 Disaster Debris Monitoring Services**

- 3.2.1** Coordinate daily briefings, work progress, staffing and other key items with the CITY.
- 3.2.2** Selection and permitting of debris monitoring service locations and any other permitting/regulatory issues as necessary.
- 3.2.3** Scheduling work for all team members and contractors on a daily basis.
- 3.2.4** Hiring, training, scheduling, and managing field staff.

- 3.2.5 Monitoring Debris Removal Contractor operations and making or implementing recommendations to improve efficiency as well as speed up recovery work to assure all debris removal work meets FEMA eligibility guidelines.
- 3.2.6 Assisting the CITY with responding to public concerns and comments.
- 3.2.7 Developing daily operational reports to keep the CITY informed of work progress.
- 3.2.8 Development of maps, Geographic Information System "GIS" applications, etc., as necessary.
- 3.2.9 Comprehensive review, reconciliation, and validation of Debris Removal Contractor invoices prior to submission to the CITY for processing.
- 3.2.10 Track all contract costs and adhere to the 'not to exceed' limit as defined. Notice must be provided to the CITY as costs approach the limit.

### 3.3 Collection Routing

The selected firm will assist in the development and implementation of a collection routing plan. This task will ensure a managed, organized approach to debris collection, reducing the potential for contractors to focus collection efforts on those areas with the highest profit potential.

### 3.4 Collection Inspection

In order to obtain FEMA reimbursement, all loads must be inspected in the field by collection inspectors. The selected firm will establish a load ticket process and provide collection inspection staff to record required FEMA data. The selected firm will train collection inspectors to assure proper FEMA documentation protocol requirements are instituted and followed.

- 3.4.1 Certifying Debris Removal Contractor vehicles for debris removal using methodology and documentation practices appropriate for contract monitoring.
- 3.4.2 Entering load tickets into a database application.
- 3.4.3 Digitization of source documentation (such as load tickets).
- 3.4.4 Furnishing and operating an automated/electronic (paperless) debris tracking system.

### 3.5 Disposal Site Inspections

FEMA reimbursement requires all trucks to be measured for volume and inspected to determine fullness, type of waste and point of origin. The selected firm will provide tower monitors and spotters to include inspection of debris during loading and observe unloading

operations at designated disposal sites. The selected firm will coordinate the logistics of the disposal site to ensure efficient traffic flow and proper handling of load tickets that record required FEMA data (such as truck fullness, type of waste, etc.). As necessary, the selected firm must provide professional engineers to provide oversight to ensure compliance with Florida Department of Environmental Protection (FDEP) regulations and FEMA reporting requirements.

**3.5.1** Development of a debris management plan – including identification of an adequate number of locations for debris monitoring services. Staff training as necessary upon request of the CITY.

**3.5.2** Hazard mitigation plans and programs upon request of the CITY.

### **3.6 Data/Documentation Preparation**

The selected firm will be responsible for collecting, spot auditing for completeness and accuracy, entering, tabulating, and organizing disposal data into required FEMA formats. The selected firm will provide the CITY and the Debris Removal Contractor with regular updates on the quantities of debris collected.

**3.6.1** Project Worksheet and other pertinent report preparation required for reimbursement by FEMA, and any other applicable agency for disaster recovery efforts by City staff and designated debris removal contractors.

**3.6.2** Other emergency management plans and documents as directed by the CITY.

### **3.7 Grant Management Consulting Services**

As directed by the CITY, the selected firm shall provide:

- 1) Identification of eligible emergency and permanent work (Category A-G).
- 2) Damage Assessment.
- 3) Assistance in attaining Immediate Needs Funding.
- 4) Prioritization of recovery workload.
- 5) Loss measurement and categorization.
- 6) Insurance evaluation, documentation adjusting and settlement services.
- 7) Project Worksheet formulation, generation and review.
- 8) FEMA, FHWA, HMGP, CDBG, NRCS and additional reimbursement support.
- 9) Staff augmentation, final inspections, supplemental Project Worksheet generation and final review.
- 10) Appeal services and negotiations.
- 11) Reconstruction and long-term infrastructure planning. And;

- 12) Final review of all emergency and permanent work performed.

#### 4. LOAD TICKETS

- 4.1 “Load tickets” will be used to record volume of debris from CITY locations. “Electronic” Load Tickets are required to help with documenting, tracking and reporting. Use of Electronic Load Tickets/Reporting must include all necessary information required by FEMA and FHWA and follow all federal, state and local laws, rules, regulations and guidelines.
- 4.2 Load tickets (electronic) will be issued by the selected firm Debris Manager or designee prior to departure from the loading site. The Debris Manager or designee will provide one (1) certified paper copy of the ticket and create one (1) digital copy. The selected firm for this solicitation will track and log all load tickets subject to current FEMA guidelines at the time of the event and shall utilize electronic devices to capture the load ticket information in real time.
- 4.3 Each load ticket will contain the following information:
  - 1) Ticket Number.
  - 2) Contract Number.
  - 3) Date.
  - 4) Debris Monitoring Firm Name.
  - 5) Site Departure Time.
  - 6) Dump Arrival Time.
  - 7) Debris Classification.
  - 8) Debris Quantity.
  - 9) Site Origin.
  - 10) GPS Coordinates of the Load Location.
  - 11) Debris Removal Contractor name or code.
  - 12) Photo of Load at load site.
  - 13) If tonnage contract, weight of debris in tons.
  - 14) If cubic yardage contract, percentage full of truck bed and separate percentage full of trailer if a trailer is attached.
  - 15) Any additional information required by FEMA.
- 4.4 Automated Debris Tracking & Reporting Systems “Electronic Load Tickets” per FEMA policy document 327 “Public Assistance Debris Monitoring Guide”, recent advances in automated debris management tracking systems have provided real-time and automated tracking and reporting. FEMA embraces technological advancements and recognizes the potential benefits of these automated systems.

Respondent must demonstrate in its proposal that it maintains on hand sufficient automated debris tracking equipment dedicated to meet the needs of the CITY. Respondent must demonstrate a minimum of three (3) successful projects using Automated Debris Monitoring Software (ADMS) technology within the last three (3) years. If the Respondent is licensing such technology, the Respondent must provide a written letter from licensor acknowledging licensor has a minimum of 100 devices on hand for the Respondent's use in the event of a disaster and that such devices will be made available for the CITY's recovery efforts. The Respondent shall include graphic illustration and explanation of system capability and be prepared to demonstrate system functionality if requested at the time of proposal evaluation and/or interview.

## 5. REPORTING

5.1 The selected firm shall provide the following assistance in addition to debris inspection, monitoring and reporting services:

- Recovery process documentation – review the Debris Removal Contractor's recovery process documentation plan.
- Review documentation of recovery process.
- Provide written and oral status reports as requested by the CITY.
- Review documentation for accuracy and quantity.
- Assist in preparation of claim documentation.

5.2 The selected firm shall review daily reports by the Debris Removal Contractor submitted to the City's Debris Manager each day during the performance of this Contract. Each report shall contain, at a minimum, the following information:

- Selected Firm Name.
- Contract Number.
- Crew.
- Location of Work.
- Day of Report.
- Daily and cumulative totals of debris removed, by category.

5.3 Inform the CITY of any discrepancies between the daily reports and the corresponding load tickets and follow up to make sure the items have been reconciled no later than the following day.

## 6. REQUIRED EQUIPMENT AND MANPOWER

The selected firm shall make available all man power necessary to carry out all essential activities to fulfill this Contract. The inspection, monitoring and reporting work must be conducted in a systematic and predictable manner. The selected firm shall ensure all staffed and subcontracted employees use proper safety equipment, including but not limited to: hard hat, safety glasses, ear

plugs, work boots (with safety toe), gloves and rain gear if necessary to complete the activities required to fulfill this Contract.

## 7. PERSONNEL QUALIFICATIONS

### 7.1 Project Manager:

A Project Manager must have a minimum of five (5) years' experience in disaster debris management. All Project Managers assigned to this Contract must be an employee of the selected firm. This position will serve as the selected firm's manager on the project. This position will direct the activities of contractor staff and will work directly with the City's Debris Manager. The Project Manager will be involved in pre-event planning and meetings as to become familiar with the CITY and its operation.

### 7.2 Field Operation Manager:

A Field Operations Manager must have a minimum of two (2) years' experience in disaster debris management. They will oversee all Inspectors and Monitors listed below and must be an employee of the selected firm.

### 7.3 Field Coordinators:

Assist in setting-up and manning the Debris Management Services. Help train the Site and Field Monitors and track their performance. Assist in assigning Field Monitors to contract haulers. Assist in assigning Field Monitors and contract haulers to specific locations. Assist in tracking the daily collection on countywide grid map. Assist in coordinating the daily collection operation in concert with the contract hauler's Site Superintendent. Track the daily count of Field Monitors necessary to meet the contract hauler's demands. Track the daily count of contract hauler's trucks, trailers and loading equipment. Provide daily collection status reports to the Project Coordinator on request. Fill in as Site Monitor if needed. Record and inspect any property damage, public or private that may occur during the debris removal operation. Track and verify the satisfactory repair of any damage.

### 7.4 Disposal Site Monitors:

Disposal Site Monitors and Disposal or Tower Monitors must have a High School Diploma or GED and be adequately trained on Debris Operations. Site Monitors must be trained to evaluate and certify that each load of debris represents the actual size of the load by percentage of total rated capacity. Site Monitors must certify the percentage of load and sign off on the electronic load ticket for the cubic yard quantity or weight to be FEMA reimbursable.

### 7.5 Load Site Monitors:

Trained to follow each contract hauler as debris is collected throughout the CITY. The Monitor must witness and certify by street address that the storm debris was collected from City Property only. The Monitor must verify that the debris piles are not mixed (vegetation or construction & demolition debris) before loading. The Monitor is assigned to the hauler(s) and given certain locations to collect either vegetation or C&D debris. The Monitor must assure that all targeted debris is removed by the contract hauler during each pass before the contract hauler may move to a new location. The Monitor must record the time, location and sign the electronic load ticket before the load can be delivered to the

collection site for processing. The Monitor is responsible for reporting any unsafe or unauthorized collection practices to the Disposal Site Monitors for corrective action.

**7.6 Billing/Invoicing Manager:**

A Billing/Invoicing Manager must have a minimum of two (2) years' experience working with Accounting to ensure all invoices are properly handled and payment for subcontractors are processed in a timely manner. The Billing/Invoicing Manager will work under the supervision of the Project Manager and be an employee of the selected firm.

**7.7 Data Manager:**

A Data Manager must have a minimum of two (2) years' experience working with a relational database management system. The Data Manager will work under the supervision of the Project Manager and be an employee of the selected firm.

**7.8 Automated Ticket Analyst:**

Will report to the Data Manager.

**8. SERVICES TO BE PROVIDED BY THE SELECTED FIRM**

**8.1 Administration**

The listed services shall be performed by the selected firm:

- 1) The selected firm shall ensure electronic daily reports are provided to the City's Debris Manager or designee and other key City personnel within a minimum number of hours requested by the Debris Manager. The selected firm shall ensure that debris monitors report within a minimum number of hours after the disaster event.
- 2) It is the responsibility of the selected firm to assist the City's Debris Manager in performing:
  - a) Contract Administration.
  - b) Damage Assessment.
  - c) Environmental permitting of temporary debris management sites.
  - d) Truck Certification.
  - e) Debris Removal Monitoring.
  - f) Quality Assurance and Quality Control of all documentation pertaining to debris removal monitoring.
  - g) Assist the CITY in responding to public inquiries.
  - h) Be available to address questions from FEMA and FHWA both during and after services have been performed.
  - i) Other duties as assigned related to debris management.

- 3) Provide assistance as needed pre-event which may require location in a designated county or city.

## 8.2 Debris Monitoring Operations

The selected firm shall coordinate with the CITY to schedule debris removal monitoring and oversee all contractor operations. The selected firm shall provide the following:

The selected firm Project Manager shall be responsible for the overall project management and coordination of the debris monitoring services required to oversee the debris removal operation. The Project Manager shall be the point of contact to the CITY. The Project Manager shall assign Field Operations Manager(s) to oversee the Debris Removal Contractor(s), Monitors, and a Data Manager to provide supervision of the data collection operation and documentation process. Project Manager duties include but are not limited to the following:

- 1) Ensure a sufficient number of trained debris monitors are available to monitor the “first push” (cut & toss) operations.
- 2) Ensure a sufficient number of trained debris monitors are available to monitor all “first pass” and subsequent passes of debris removal and hauling activities.
- 3) Provide tower/disposal site monitors to observe and record all debris loads entering the temporary debris management sites.
- 4) Provide tower/disposal site monitors to observe and record all debris loads exiting the temporary debris management sites for final disposal.
- 5) Conduct safety meetings with field staff, as necessary.
- 6) Respond to and document issues regarding complaints, damages, accidents or incidents involving the consultant or Contractor personnel and ensure that they are fully documented and reported.
- 7) Coordinate daily briefings with the CITY and the Debris Removal Contractor(s), daily status reports of work process and staffing if requested by CITY.
- 8) Ensure documentation of environmental authorizations and/or permits for temporary debris management sites and final disposal.
- 9) Review and reconcile Debris Removal Contractor invoices submitted to the CITY.
- 10) Preparation of interim operations and status reports and final report, as directed by the City Debris Manager.

## 8.3 Field Monitoring

The selected firm shall provide trained staff with all necessary equipment and transportation in sufficient numbers to adequately monitor all operations supervised by Field Operations Managers. Duties of Monitors shall include, but are not limited to, the following:

- 1) Truck certification and documentation of all vehicles used in the debris removal activities utilizing automated debris system.
- 2) Quality assurance/quality control (QA/QC) of truck certification measurements throughout life of project.
- 3) Provide monitoring services and documentation of all eligible debris removal activities from federal aid eligible roadways – First Push (Cut & Toss) and First Pass using electronic devices.
- 4) Provide monitoring services and documentation of all eligible debris removal activities on non-federal aid eligible roadways as directed by the CITY – First Push (Cut & Toss) and First Pass.
- 5) Provide monitoring services and documentation of all eligible debris removal activities from second and subsequent passes on all roadways as directed by the CITY.
- 6) Ensure that ineligible debris is not collected by the Debris Removal Contractor, unless directed in writing by the CITY.
- 7) Disposal Site/Tower Monitors will observe and record electronically the truck quantity estimates of inbound and outbound debris. Photographs are required to support documentation.
- 8) Exit Site Monitors will observe that all outbound trucks are fully discharged of their load prior to exit from the temporary debris management site and capture a photo of the empty truck or trailer using the electronic device.
- 9) Monitors will ensure that accurate, legible, and complete documentation is provided through load tickets, truck certifications, and/or other logs and reports, as required and that all information is captured electronically in real time using electronic devices.
- 10) Maintain photo documentation of the debris removal trucks and activities, specifically of the hazardous stump removal process, hangers, leaners, or tree removal and/or other special or unusual occurrences in the field utilizing electronic devices and system.
- 11) Document and report activities to the CITY which may require remediation, such as: fuel spills, hazardous materials collection locations, and other similar environmental concerns.
- 12) Document and report to the CITY damages which occur on public or private property as a result of the debris removal operations.
- 13) Document and report to the CITY any violations of Department of Environmental Protection's (DEP) debris site conditions.
- 14) If DEP debris site conditions are violated the Consultant shall oversee tasks sufficient to satisfy the DEP performed by the Debris Removal Contractor.

#### 8.4 Data Management and Documentation

The selected firm shall ensure all necessary documentation is provided as follows:

- 1) Ensure all eligible debris removal operations activities are documented and tracked specific to the FEMA Public Assistance (PA) program or other applicable federal, state or local agencies utilizing electronic devices.
- 2) Documentation of the number of crews and types of equipment utilized, actual hours of operation, and locations of work performed during the time and materials phase of operations.
- 3) Completion of truck certifications, equipment certifications, and establishment of a QA/QC program throughout the life of the project.
- 4) Load tickets documenting the eligible debris removal and/or disposal activities by the applicable FEMA PA program, and/or other federal, state or local programs as outlined in and in accordance with the Debris Management Plan. All load tickets shall be captured using electronic devices.
- 5) Documentation of eligible hazardous stump removal, hangers, leaners, or tree removal which includes photos, GPS coordinates, street identifier, and/or other information as available and applicable shall all be captured and recorded in real time using electronic devices.
- 6) Environmental authorizations and/or permits, as applicable.
- 7) Daily electronic spreadsheet summaries of cubic yards/tons collected by federal program. The daily summary shall be communicated to the City's Debris Manager or designee via electronic mail delivery.
- 8) Production in electronic format copies of all documentation for submittal to federal and/or state agencies.
- 9) Assist the CITY in creating field maps using Geographic Information Systems (GIS), as well as track and present contractor progress in GIS as requested by the CITY.
- 10) Organize, maintain, and provide the CITY electronic copies of documentation in a satisfactory manner. All documentation and information related to the project shall be surrendered to the CITY upon completion of the project.

#### 8.5 Equipment Requirements

The selected firm must utilize electronic debris monitoring and must comply with requirements set forth in the following sub-sections 8.5 through 8.6.

- 8.5.1 Handheld Units (HHU)** – The selected firm will provide weather proof and shock resistant handheld units (HHU) for recording debris management data in the field. These HHU devices will be capable of writing data to, and reading data from, the remote database. HHUs shall have the capability to determine locations by GPS

and the capability to write GPS coordinates to the data being recorded in real time. All field units will be operated by stand-alone power sources which will allow the units to perform uninterrupted for a shift. The HHUs will perform three functions: (1) Recording of initial load data information with photos; (2) verification of vehicle certification, and recording of debris type and quantity; and (3) recording of final disposal and dump information for the final disposal place of debris for each load.

- a) HHUs capable of recording truck certification data into a remote database are used at the truck certification area. Truck certification records will include truck measurements, Truck ID, Driver ID and a digital photograph of the truck and trailers with separate identification for both truck and trailer.
- b) HHUs capable of recording user ID information, including a unique user ID, digital photograph and any additional user information are required for system operation.
- c) GPS – HHU units shall have integrated GPS capability. GPS readings (accuracy within 3 meters of the HHU) shall automatically be recorded without any additional manual effort each time the HHU unit records and retrieves information related to the debris mission. External GPS units shall have reliable connectivity to the HHU and be rugged and durable.

**8.5.2 Durable Printer** – The selected firm shall provide a durable printer to print load tickets at the request of the CITY. Once the Tower Manager completes the load data entries the information shall be transmitted to the printer. The printer will print a minimum 2 copies of the ticket. Two copies shall be given to the driver (one copy for the driver and the other for the Prime contractor). The HHU should have program flexibility to alter the number of printed tickets. The printed ticket paper and print shall be of a quality that the print is not affected by harsh weather conditions and does not fade over time, nor smear or deteriorate due to moisture or UV rays. All field units will be operated by stand-alone power sources which will allow the units to perform uninterrupted for a minimum of a shift.

**8.5.3 Server(s)** – The selected firm shall provide computer servers for the storage and maintenance of records. The data contained in the selected firm’s database shall be placed on the Internet for controlled use, and be password protected by the selected firm. Upon completion of the work, the selected firm shall surrender the records to the CITY who shall maintain the official database and records on its government furnished secure server.

**8.5.4 Back-up equipment** – In the event of equipment malfunction, loss or damage, the selected firm shall assure a sufficient supply of replacement equipment and personnel are available such that production is not affected. The back-up equipment shall be readily available on-site for rapid distribution.

**8.5.5 GIS** – GIS Mapping shall be provided by the selected firm from the most current source(s) available. This information shall be used as a base map to visually illustrate work zones, ticket and tower personnel locations and activities, work progress, historically and/or environmentally sensitive areas, geospatial data and other mission informational needs from the data gathered by the HHUs.

**8.5.6 Internet Accessible database** – The selected firm will establish a web-based database which is updated in real-time. The data shall be accessible, by permission only, to subcontractors, local and state officials and others on a “need to know” basis. Database access will be role-based and no direct access to the data tables shall be allowed.

## **8.6 General Statement of Electronic Debris Monitoring System Parameters**

**8.6.1** The system must utilize an encryption protected data storage device. The data storage device will store data collected in the field, such as fields typically found on traditional debris paper load tickets as well as truck certification information. The device must be capable of depicting images and other identifying data.

**8.6.2** The system must have a database capable of storing all data collected in the field. The selected firm shall provide the CITY a copy of the database with a matching structure at the completion of the work unless otherwise specified.

**8.6.3** The system must include the capability to share database records with contractors, sub-contractors, or designated Departments within the CITY, and others via the internet. Data contained in the system must be password protected, implement role based access controls and must have viewing, printing and editing capabilities. Each contractor, sub-contractor and customer must have permissions that allow only them to review and print information specific to their need. The system shall also have the capability to generate reports on all aspects of the debris mission.

**8.6.4** HHUs are used at the debris verification area of disposal site(s) by the Tower Manager. The vehicle driver presents the printed load ticket, which was previously initiated by the Field Monitor, to the Tower Manager personnel located in the disposal site tower(s). The Tower Manager verifies the debris classification is appropriate (vegetative, C&D, missed) etc., and manually revises (if needed), verifies vehicle(s) and driver information is correct, estimates and enters the load quantity into the HHU. The HHU will automatically extract the information recorded earlier on the database and add the information to the Tower Manager’s HHU including the date, time debris arrives, site ID, GPS readings, load quantity and Tower Manager’s unique ID Code.

## 8.7 Functional Specifications and System Architecture

**8.7.1 Ticket/Tower Managers – Personnel Registration, Administration and Management:** The system shall have the capability to manage user roles. The majority of the system users will be either ticket or Tower Managers. At a minimum, the system must have the following capabilities:

- a) Electronic registration of ticket/tower monitor.
- b) Link designated ticket/tower personnel roles to a specific mission.
- c) The ability to edit ticket/tower personnel roles i.e., create, update and delete.
- d) Store ticket/tower personnel contact information relative to the mission.
- e) Track and Manage ticket/tower personnel role and status.
- f) Assign and track equipment assigned to the user.
- g) Reject invalid ticket/tower personnel credentials.
- h) Reject invalid certification credentials.

**8.7.2 Truck Certification:** The system shall have the capability to record truck and trailer certification data. Truck certification is used to register authorized debris hauling vehicles and equipment. The following should be included:

- a) A means of electronically registering authorized debris vehicles and equipment.
- b) Generate uniform measurements (e.g., feet and inches).
- c) Capture vehicle volume.
- d) Utilize industry standard equations for all volume calculations.
- e) Capture drivers and certification team member unique identification numbers.
- f) A means to create barcodes with unique truck ID, digital photograph, truck and/or trailer measurements, vehicle volume, and other identifying data associated with the barcode.
- g) Must depict image and other identifying data.

- h) Must contain counter area for total cubic yards hauled.
- i) Must employ anti-tampering mechanism.
- j) Capability to recertify vehicles.
- k) Recertified vehicles must be recorded in an audit table and updated in real-time.
- l) Certification data must be associated to authorized system user.
- m) Create a printed truck certification record.
- n) Administrative reporting capabilities.

**8.7.3 Debris Disposal Site Management:** Completed per-unit point of origin transactions must be received at the approved disposal site. Transactions are not considered complete until they are processed through the receiving applications. The system should provide the capability to:

- a) Accept site configuration data at the beginning of each work day.
- b) Dynamically configure receiving application based on site configuration data.
- c) Display certification data and photo of load so that ticket/tower personnel can perform a field audit of truck/trailer to assure data matches certification and placard barcode number.
- d) Accept loads where:
  - Mission and applicant are valid.
  - Authentication data is valid and unaltered.
  - Paper ticket contains valid load data.
- e) Designate debris type.
- f) Record debris volume (based on unit of measure).
- g) Receive volume or per unit loads.
- h) Identify original load data.
- i) Identify duplicate load data.
- j) Configure number of hard copies.

- k) Create load data record in internal storage and remote database.
- l) Continuously calculate and present real-time disposal site statistics.
- m) Reprint load ticket data.
- n) Interface with durable outdoor printer.
- o) Preserve in its original state, and transmit real-time transaction data.
- p) Associate ticket/tower personnel credentials with each received load.

**8.7.4 Field Administrative Functions:** The system should have the capability to perform administrative duties in the field. Requirements include the capability to edit user roles, verify vehicle audit information, display real-time collection volumes, and review ticket/tower personnel GPS audit logs. the system should provide the capability to:

- a) Change ticket/tower personnel identification badge roles and responsibilities.
- b) Review total CY quantities in real-time.
- c) Audit vehicle certification data.
- d) Validate/invalidate barcodes and identifying credentials of trucks.
- e) Reinitiate security sequence for ticket/tower personnel or load monitors.
- f) In tabular format, display the results of daily debris totals and quantities.

**8.7.5 Data Consolidation and Analysis/Reports Generation:** Transactional data must be summarized, validated, presented and audited to provide an overall status of mission performance. The system must facilitate billing, error reporting, performance tracking and graphical data preparation in real-time.

**8.7.6 Field Architecture –** The field based system must be characterized by the following general statements of direction with respect to construction, operability, supportability and security. The system should:

- Require user authentication credentials.
- Display current version.
- Synchronized with Greenwich Mean Time (GMT) for all date/time fields.
- System must remain in a ready state by default.
- Acknowledge successful load ticket submission via display status message.
- Create identification structures which utilize encryption technologies.
- Employ anti-tamper and anti-tearing methods and technologies.

- Perform validation and checksum (a running production total of cubic yards or appropriate payment capacity) stored on each debris vehicle's remote certification records.

**8.7.7 Initial Startup Procedure for Debris Removal** – Debris missions are critical to emergency response and the selected firm should be adequately prepared to respond.

## **8.8 Reporting**

The CITY requires the selected firm to provide daily status reports, unless otherwise specified, of the debris removal operations, preparation of interim reports (as directed by the City Debris Manager), as well as a final report of the debris removal operations all of which shall be in electronic format.

**8.8.1** The daily status report shall include at a minimum: the daily cubic yards/tons collected by material and by program cumulative totals in cubic yards/tons by debris type, number of debris removal crews and equipment operating, cubic yards/tons by debris type hauled to final disposal and location of final disposal, and total cubic yards/tons hauled to recycling or salvage facilities.

**8.8.2** An interim status report may be required at the discretion of the City Debris Manager. A final report covering the history of the operations, the locations of temporary debris sites used, remediation and site closure activities, including any environmental reports or authorizations generated; and the locations of final disposal sites and permits, recycling facilities and salvage facilities used during operations. The report may include identification of weakness in the operations and recommendations for future debris activities.

## **8.9 Permits**

The selected firm should: assist the CITY with any permit applications and coordination with environmental agencies; and assist the CITY with any pre or post sampling of soil or groundwater and monitor compliance by the Contractors to any permit requirements.

## **8.10 Meetings and Communication**

The selected firm should conduct daily meetings with the CITY and the Debris Removal Contractor and conduct field meetings as needed.

## **9. MEASUREMENTS**

The selected firm shall verify measurements submitted by the Debris Removal Contractor.

Measurements for burnable debris removal will be by the cubic yard as predetermined through truck bed measurements. Trucks with less than full capacity will be adjusted down by visual

inspection by the Debris Manager or designee. Measurements will be documented by load tickets utilizing the electronic devices in real-time.

Measurements for non-burnable debris removed will be by the cubic yard as predetermined through truck bed measurements. Trucks with less than full capacity will be adjusted down by visual inspection by the Debris Manager or designee. Measurements will be documented by load tickets utilizing the electronic devices in real time.

Measurements for payment of stumps removed with less than or equal to twenty-four (24) inches diameter base cuts (measured twenty-four (24) inches up from where the tree originally exited the ground) shall be included as burnable debris.

Measurements for payment of stumps removed with greater than twenty-four (24) inches diameter base cuts (measured twenty-four (24) inches up from where the tree originally exited the ground) shall be per stump.

#### **10. PAYMENTS**

The selected firm shall verify payments submitted by the Debris Removal Contractor. All payments made under this Contract will be in accordance with the Payment Section of this RFP.

#### **11. COMMUNICATION**

The selected firm's staff working on site shall be equipped with a cell phone or smart phone. Cell phone and smart phone numbers must be kept up-to-date and any changes must be IMMEDIATELY communicated to the City's Purchasing Department for distribution to user departments.

In the event that the selected firm can begin work at the time of site visit, the selected firm's authorized representative must have estimate forms with them at all times so that authorized City Staff can approve work in writing before work begins.

The selected firm owner/authorized representative must be equipped with technology capable of receiving email outside of the office.

#### **12. MOBILIZATION**

A minimum of 24 hours prior to a known or anticipated event the Contractor will mobilize as outlined in Section "Required Equipment and Manpower."

#### **13. OTHER CONSIDERATIONS**

The selected firm shall inspect and monitor the work, to ensure use of skilled labor and proper equipment for all tasks. Safety of the selected firm's personnel is the responsibility of the selected firm. Unit price shall include the cost of all materials, personnel, taxes, and fees necessary to perform under the terms of this Contract.

The selected firm must be duly licensed in accordance with the State's statutory requirements to perform work.

The selected firm shall be responsible for taking corrective action in response to any notices of violations issued as a result of the selected firm's or any subcontractor's actions or operations during the performance of this Contract. Corrections of any such violations shall be at no additional cost to the CITY.

The CITY reserves the right to direct other contractors and/or city personnel to work within the area included in this Contract, if deemed necessary.

Depending on the size of the event and extent of required debris removal, the CITY will determine whether debris monitoring services are necessary. The CITY reserves the right to handle the debris monitoring services for small events.

#### 14. PRICE ADJUSTMENTS

- 14.1 Contract renewal may be based upon satisfactory performance and funding as made available by the CITY through its regular budgeting process on an annual basis. The total Contract term will not exceed a period of five (5) consecutive years, with a one-year extension available. This Contract allows for an annual percentage price adjustment.
- 14.2 Any price redetermination will be based solely upon changes as documented by the Employment Cost Index (ECI) as published by the Bureau of Labor Statistics. The base index number will be the base for the fourth quarter of 2020 as published in January 2021. The initial redetermination index number will be the index for the fourth quarter of 2021 as published in January 2022.
- 14.3 Refer to Employment Cost Index, Table 5, for total compensation private industry workers, by industry and occupational group at: [www.bls.gov/news.release/eci.t05.htm](http://www.bls.gov/news.release/eci.t05.htm). The base figure will be tied to Trade, Transportation, and Utilities under the heading Service Providing Industries.
- 14.4 The difference will be the maximum percentage increase allowed. This percentage may be applied to both the rate paid to the Respondent's employee and the billed rate. [Example: December 2018 Index = 136.8, December 2019 Index = 140.7; therefore, the maximum increase =  $140.7 - 136.8 = 3.9\%$ ].
- 14.5 For all periods after the first year the January indexes will be used.
- 14.6 If the CITY and the selected firm cannot agree on the price redetermination, then the Contract will expire without prejudice. The CITY reserves the right to award any service(s) from an expired contract to the next ranked firm that is still under contract.

## 15. SUBMITTAL REQUIREMENTS/WRITTEN EVALUATION CRITERIA

Proposals shall include all of the information solicited in this RFP, and any additional data that the Respondent deems pertinent to the understanding and evaluating of the proposal. Proposals shall be organized and sections tabbed in the following order. The Respondent should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited. Each Respondent will be ranked based on an analysis of the criteria herein addressed.

### 15.1 ALL PROPOSALS SHALL INCLUDE AT MINIMUM:

The required Forms described in GENERAL PROVISIONS, Paragraph 1.1 INSTRUCTIONS TO RESPONDENTS, together with the following Tabs:

#### Tab 1: Respondent's Profile and Submittal Letter

RFP Submittal Letter signed by authorized agent of the business/corporation with proof of authorization from business.

A brief profile of the firm, including:

- A brief history of the business;
- Organizational structure of business;
- Designation of the legal entity by which the business operates (i.e., sole proprietorship, partnership, limited liability partnership, corporation, Limited Liability Corporation, etc.);
- Ownership interests;
- Present status and projected direction of business;
- Documentation from the appropriate State's agency confirming firm's legal entity type (i.e., sole proprietorship, partnership, limited liability partnership, corporation, Limited Liability Corporation, etc.). For non-Florida businesses submit documentation from the state in which the business was formed and documentation from the State of Florida providing authorization to perform business in the State of Florida; and
- Federal Identification Number of firm.

#### Tab 2: References

List at least three (3) recent and relevant references where the proposed services have been used within the past five (5) years. The degree of relevant experience of the Respondent with agencies of similar size and character will be a primary factor. The information requested in this section should describe the qualifications of the firm, key staff and subcontractors providing Debris Inspection, Monitoring and Reporting Services for state and local governments that are similar in size and scope, to demonstrate competence to perform these services. Disclose any past problems with FEMA or similar agencies.

**Tab 3: Experience of Personnel**

Describe the approach and methods for managing the operation as well as the completion of this project. Provide a list of staff who will be assigned to the CITY's account. Include a resume for each listed individual, with a description of their qualifications and nature of their previous assignments.

**Tab 4: Approach, Methodology and Timelines**

Describe Respondent's understanding of the CITY's needs, the objectives to be accomplished, and should refer to the Scope of Services of this RFP. Describe the scope of services proposed for the project, including the Respondent's overall approach to address tasks assigned. Suggested deviations from the tasks or schedule may be proposed but must be clearly identified as such and explained. The submittal shall also include copies of the Respondent's proposed "Debris Load Tickets" and "Daily Reports."

**Tab 5: Electronic Device & Automated Debris Management System**

Describe in depth the key components of the electronic devices proposed to be used in providing the necessary services as well as the architecture of the automated debris management system.

**Tab 6: Occupational License and W-9**

**Tab 7: Proof of Bonding Ability from Surety Company**

The Respondent shall provide proof of bonding ability per the requirements of *GENERAL PROVISIONS, Sub-section 1.20 PERFORMANCE AND PAYMENT BONDS*.

**SECTION C - EVALUATION AND AWARD PROCEDURES**

To be eligible for contract award, the Respondent must have, and must document, that it has the following:

1. At least five (5) years of experience in conducting disaster recovery and debris removal operations.
2. Provided services similar to those required in this RFP to at least one (1) government jurisdiction.

Award of the contract will be based on the evaluation criteria listed below:

<b>Evaluation Criteria</b>	<b>Maximum Points</b>
1) Qualifications and experience	20
2) Operational plan for the City	25

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3) Resources and availability	20
4) Past performance	25
5) Price proposal	<u>10</u>
TOTAL	100

The CITY reserves the right to award the contract to the Respondent who will best serve the interest of the CITY. The CITY reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all proposals. The CITY also reserves the right to waive minor irregularities or variations to the specifications and in the bidding process.

Proposals will be evaluated in a two-step process by an evaluation committee of qualified city staff and other persons selected by the CITY. In step one, each committee member will independently evaluate all responsive proposals based upon the information and references contained in the proposals as submitted. The independent evaluations will include a score and ranking of each proposal. Committee member scores will be totaled for an overall ranking of each proposal. The top three (3) ranked proposals may be considered for further evaluation. If less than three (3) responsive proposals are received, the committee will give further consideration to all responsive proposals.

Finalists may be required to provide an oral presentation by appearing before the evaluation committee or by conference telephone call for clarification purposes only. In the event the committee requires oral presentations, the committee will then re-score and re-rank the finalist's proposals at the conclusion of all presentations.

The first ranked Respondent resulting from this process will be recommended to the City Council for award. Award of the contract is at sole discretion of the City Council.

City of

Jacksonville Beach

Operations &

Maintenance Facility

Department of Public

Works

1460-A Shetter Avenue

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FL 32250

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**MEMORANUM**

**TO:** Michael J. Staffopoulos, City Manager  
**FROM:** Dennis W. Barron, Jr., Director of Public Works  
**SUBJECT:** Execute the Resolution and Perpetual Easement Documents for the FDOT Pedestrian Safety A1A Improvement Project  
**DATE:** August 4, 2020

**BACKGROUND**

The State of Florida Department of Transportation (FDOT) proposes to construct pedestrian crossings along A1A (3<sup>rd</sup> Street N) from 2<sup>nd</sup> Avenue North to Bay Street in Neptune Beach. The FDOT proposes to construct a pedestrian crossing at 15<sup>th</sup> Avenue North along A1A in Jacksonville Beach, Duval County, Florida.

The FDOT requires two (2) perpetual easements for Parcels 800 and 801 (attached Exhibit "A") for the construction and maintenance of electronic blank out signs with the stop sign assemblies and all associated ancillary materials.

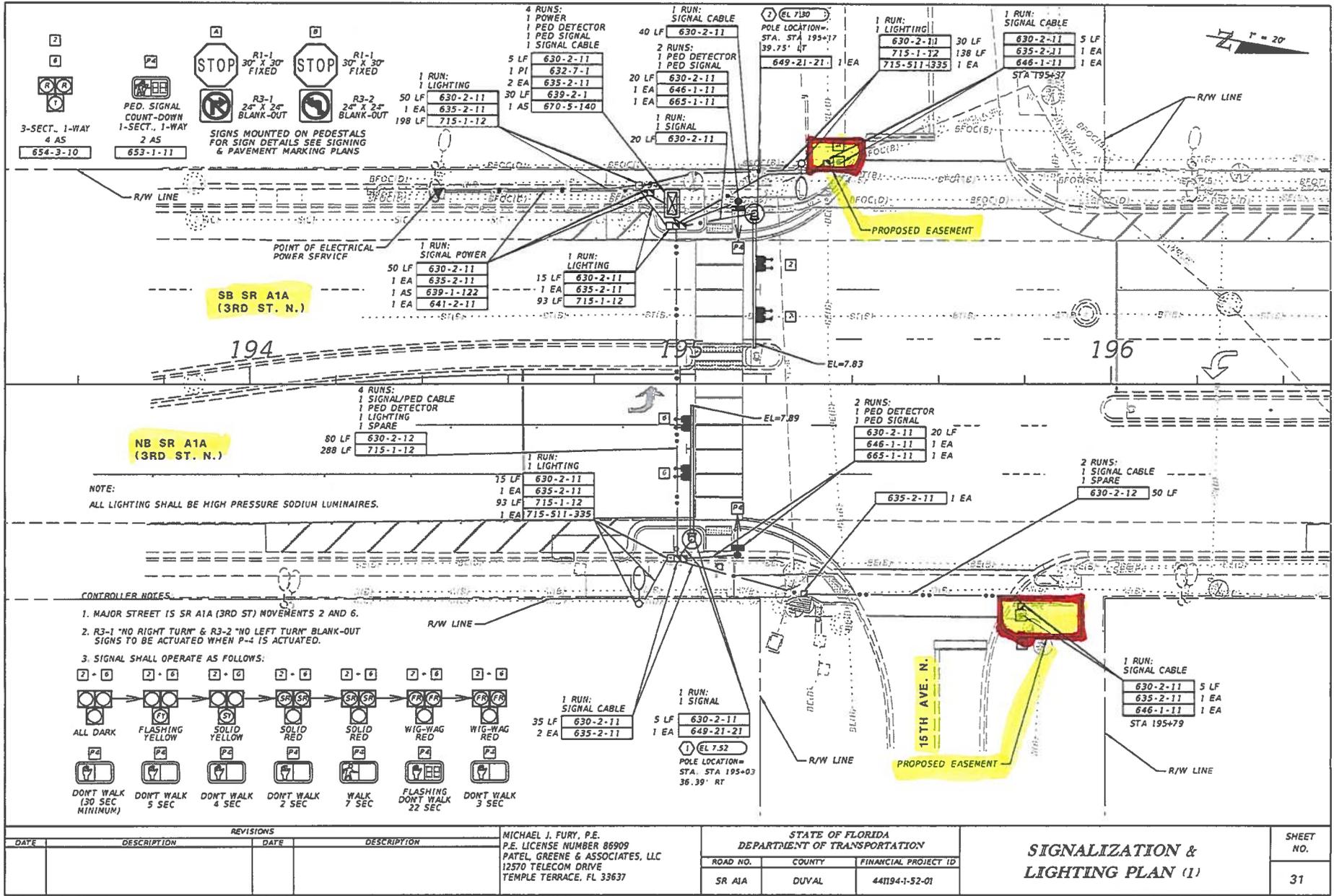
In order for the FDOT to proceed with this project, it is necessary for the City of Jacksonville Beach and the FDOT to execute the Perpetual Easement documents for the FDOT Pedestrian Safety A1A Improvement Project in Duval County, Florida, having identification numbers of Section No. 72100, F.P. No. 4411941.

**REQUESTED ACTION**

Authorize the Mayor of the City of Jacksonville Beach to execute Resolution No. 2059-2020 and the Perpetual Easement (Parcels 800 and 801) documents having identification numbers of Section No. 72100, F.P. No. 4411941.



# EXHIBIT "A"



THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

Introduced by: \_\_\_\_\_

Adopted: \_\_\_\_\_

**RESOLUTION NO. 2059-2020**

**A RESOLUTION APPROVING TWO PERPETUAL EASEMENTS BETWEEN THE CITY OF JACKSONVILLE BEACH, FLORIDA, AND THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, FOR USE OF THE CITY RIGHT-OF-WAY TO FACILITATE AN FDOT PEDESTRIAN SAFETY IMPROVEMENT PROJECT ALONG STATE ROAD A1A AT 15<sup>TH</sup> AVENUE NORTH; PROVIDING FOR LEGISLATIVE FINDINGS, PUBLIC PURPOSES, DELEGATION OF AUTHORITY AND RESPONSIBILITY, CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.**

**WHEREAS**, the City of Jacksonville Beach (“City”), owns the right-of-way (“ROW”) adjacent to State Road A1A (“A1A”), locally identified as 3<sup>rd</sup> Street, at or near the 15<sup>th</sup> Avenue North intersection lying between Blocks 154 and 164, and Blocks 153 and 163, in the City; and

**WHEREAS**, the State of Florida, Department of Transportation (“FDOT”), proposes to construct and maintain electronic blank out signs with stop sign assemblies and all associated ancillary materials for the pedestrian safety improvement project along A1A from 2<sup>nd</sup> Avenue North in Jacksonville Beach, to Bay Street in Neptune Beach, in the Beaches communities (“Project”); and

**WHEREAS**, the Project would provide an FDOT designed, engineered, installed, and maintained pedestrian crosswalk for pedestrian travel across A1A from east to west/west to east directions in a populated area and commercial location; and

**WHEREAS**, to proceed and implement the Project, the FDOT requests the City execute two perpetual easements for construction and maintenance of the electronic blank out signs with stop sign assemblies and all associated ancillary materials within the City ROW; the two perpetual easements, supporting parcel information sheets, design sketches, and plans are attached to this Resolution as Attachment “A” (collectively “Easements”); and

**WHEREAS**, the Easements are infinite in duration, serve a particular public purpose, and are designated for that public purpose to benefit pedestrians who desire to safely travel across A1A east to west/west to east; if that public purpose should no longer be served, or the use or function of the crosswalks cease, then the Easements can be terminated and the FDOT will be caused to restore the City ROW; and

**WHEREAS**, the City will have no control, ownership, or responsibility for the design, installation, construction, maintenance, and operation of the Project and the associated signs and crosswalk; and

**WHEREAS**, the City Council finds it serves valid public purposes, safety, and welfare to provide the Easements to the FDOT, for the Project to benefit citizens, residents, and tourists who desire to safely travel from east to west/west to east directions at the Project location.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, THAT:**

**SECTION 1. Recitals and Legislative Findings Adopted.** The above recitals and legislative findings are adopted by the City of Jacksonville Beach City Council, and made a part of this Resolution. The City has taken all appropriate and required action necessary to the processing and majority vote approval of this Resolution. Attachment "A" is considered to be a part of and incorporated in this Resolution for all purposes.

**SECTION 2. Public Purposes.** The City Council finds it is in the City's best interests and it serves valid public purposes to provide the Project Easements to the FDOT. This Project benefits citizens, residents, and tourists who desire to safely travel from east to west/west to east directions at the Project location. It serves the public to rely on the FDOT designed, engineered, constructed, and maintained pedestrian crosswalk for east to west/west to east travel across A1A in the populated area and commercial location.

**SECTION 3. Delegation of Authority and Responsibilities.** The Mayor and City Manager are authorized to execute the Easements in Attachment "A". The Director of Public Works is authorized to issue a permit to the FDOT in accordance with City Code Chapter 28, Article II, Sec. 28-20. The Engineering and Public Works Departments are authorized to cooperate with the FDOT, to facilitate a successful Project implementation. The City Manager is authorized and directed to take such actions as he may deem necessary and appropriate in order to implement the intentions of this Resolution, and he may delegate responsibilities and powers to City employees as he deems appropriate and necessary.

**SECTION 4. Conflicts.** All ordinances and resolutions, or parts thereof, in conflict with this Resolution are repealed to the extent of conflict or inconsistency herewith.

**SECTION 5. Severability.** If any section, sentence, phrase, or portion of this Resolution is determined to be invalid, unlawful, or unconstitutional, said determination shall not be held to invalidate or impair the validity, force, or effect of any other section, sentence, phrase, or portion of this Resolution not otherwise determined to be invalid, unlawful, or unconstitutional.

**SECTION 6. Effective Date.** This Resolution shall become effective immediately upon its passage and adoption.

**AUTHENTICATED** this \_\_\_ day of \_\_\_\_\_, 2020.

---

William C. Latham, MAYOR

---

Laurie Scott, CITY CLERK

07-PE.13-Date: July 15, 2020

T. S. No. N/A  
R/W Map Sheet No. (Sketch)  
Tax Parcel No. N/A

This instrument prepared by  
or under the direction of:  
David M. Robertson  
Chief Counsel District Two  
Florida Department of Transportation  
1109 South Marion Avenue  
Lake City, Florida 32025-5874

PARCEL NO. 800.1  
SECTION NO. 72100  
F.P. NO. 4411941  
STATE ROAD NO. A1A (3<sup>rd</sup> St.) at  
15<sup>th</sup> Ave. North  
COUNTY OF Duval

**PERPETUAL EASEMENT**

THIS EASEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by the CITY OF JACKSONVILLE BEACH, FLORIDA, 11 North Third Street, Jacksonville Beach, Florida 32250, grantor, to the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, 1109 South Marion Avenue, Lake City, Florida 32025-5874, its successors and assigns, grantee.

WITNESSETH: That the grantor for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations paid, the receipt and sufficiency of which is hereby acknowledged, hereby grants unto the grantee, its successors and assigns, a perpetual easement for the purpose of constructing and maintaining electronic blank out signs with the stop sign assemblies and all associated ancillary materials, in, over, under, upon and through the following described land in Duval County, Florida, viz:

SEE **Exhibit "A"**, attached hereto and by reference made a part hereof.

TO HAVE AND TO HOLD the same unto said grantee, its successors and assigns forever.

IN WITNESS WHEREOF, the said grantor has caused these presents to be executed in its name by its Mayor, and its seal to be hereto affixed, attested by its City Clerk, the date first above written.

ATTACHMENT A

ATTEST: \_\_\_\_\_

The City of Jacksonville Beach,  
Florida, By its City Council

Print Name: \_\_\_\_\_  
Clerk (or Deputy Clerk)

\_\_\_\_\_  
Witness:  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
William C. Latham, Mayor

\_\_\_\_\_  
Witness:  
Print Name: \_\_\_\_\_

STATE OF FLORIDA

CITY OF JACKSONVILLE BEACH

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020 by William C. Latham, Mayor, and \_\_\_\_\_, its City Clerk / Deputy Clerk who are personally known to me.

(Notary Seal)

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

Form Approved:

\_\_\_\_\_  
Chris Ambrosio, City Attorney

Exhibit "A"

Section No. 72100      State Road No. A1A (3<sup>RD</sup> St.) @ 15<sup>th</sup> Ave. North      Duval County  
F.P. No. 4411941

Parcel No. 800

Perpetual Easement

A Part Of 15<sup>th</sup> Avenue North (Formerly Known As Wakulla Avenue) Lying Between Blocks 154 And 164 Per The Official Map Of Pablo Beach As Recorded In Plat Book 3, Page 28 Of The Public Records Of Duval County, Florida, In Section 28, Township 2 South, Range 29 East, Duval County, Florida, Being More Particularly Described As Follows:

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Containing 86 Square Feet, More Or Less.

**Parcel Information Sheet  
NOT A DEED - INFORMATION PURPOSES ONLY**

T. S. No. N/A  
R/W Map Sheet No. (Sketch)  
Tax Parcel No. N/A

Section No. 72100      State Road No. A1A (3<sup>RD</sup> St.) @ 15<sup>th</sup> Ave. North      Duval County  
F.P. No. 4411941

Parcel No. 800 Perpetual Easement

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Containing 86 Square Feet, More Or Less.

Parcel Description Verified By: Rhonda Roberson      Date: 07/14/2020

**Title Information  
INFORMATION CONTAINED BELOW TO BE VERIFIED BY  
RIGHT OF WAY ACQUISITION AGENT**

Based upon a title search through 00/00/0000  
Updated through 00/00/0000

Homestead Property:  Yes     No

Marital Status:  Married     Single     Separated     Other\_\_\_\_\_

OWNED BY: (07-PE.13) City of Jacksonville Beach

Grantor's Mailing Address: \_\_\_\_\_

Subordinate Interests: N/A

07-PE.13-Date: July 15, 2020

T. S. No. N/A  
R/W Map Sheet No. (Sketch)  
Tax Parcel No. N/A

This instrument prepared by  
or under the direction of:  
David M. Robertson  
Chief Counsel District Two  
Florida Department of Transportation  
1109 South Marion Avenue  
Lake City, Florida 32025-5874

PARCEL NO. 801.1  
SECTION NO. 72100  
F.P. NO. 4411941  
STATE ROAD NO. A1A (3<sup>rd</sup> St.) at  
15<sup>th</sup> Ave. North  
COUNTY OF Duval

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WITNESSETH: That the grantor for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations paid, the receipt and sufficiency of which is hereby acknowledged, hereby grants unto the grantee, its successors and assigns, a perpetual easement for the purpose of constructing and maintaining electronic blank out signs with the stop sign assemblies and all associated ancillary materials, in, over, under, upon and through the following described land in Duval County, Florida, viz:

SEE **Exhibit "A"**, attached hereto and by reference made a part hereof.

TO HAVE AND TO HOLD the same unto said grantee, its successors and assigns forever.

IN WITNESS WHEREOF, the said grantor has caused these presents to be executed in its name by its Mayor, and its seal to be hereto affixed, attested by its City Clerk, the date first above written.

ATTACHMENT A

ATTEST: \_\_\_\_\_

The City of Jacksonville Beach,  
Florida, By its City Council

Print Name: \_\_\_\_\_  
Clerk (or Deputy Clerk)

\_\_\_\_\_  
Witness:  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
William C. Latham, Mayor

\_\_\_\_\_  
Witness:  
Print Name: \_\_\_\_\_

STATE OF FLORIDA

CITY OF JACKSONVILLE BEACH

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020 by William C. Latham, Mayor, and \_\_\_\_\_, its City Clerk / Deputy Clerk who are personally known to me.

(Notary Seal)

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

Form Approved:

\_\_\_\_\_  
Chris Ambrosio, City Attorney

Exhibit "A"

Section No. 72100      State Road No. A1A (3<sup>RD</sup> St.) @ 15<sup>th</sup> Ave. North      Duval County  
F.P. No. 4411941

Parcel No. 801

Perpetual Easement

A Part Of 15<sup>th</sup> Avenue North (Formerly Known As Wakulla Avenue) Lying Between Blocks 153 and 163 Per The Plat Of Pablo Beach As Recorded In Plat Book 3, Page 28 Of The Public Records Of Duval County, Florida, In Section 28, Township 2 South, Range 29 East, Duval County, Florida, Being More Particularly Described As Follows:

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Containing 167 Square Feet, More Or Less.

Parcel Information Sheet  
NOT A DEED - INFORMATION PURPOSES ONLY

T. S. No. N/A  
R/W Map Sheet No. (Sketch)  
Tax Parcel No. N/A

Section No. 72100 State Road No. A1A (3<sup>RD</sup> St.) @ 15<sup>th</sup> Ave. North Duval County  
F.P. No. 4411941

Parcel No. 801 Perpetual Easement

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Containing 167 Square Feet, More Or Less.

Parcel Description Verified By: Rhonda Roberson Date: 07/14/2020

Title Information  
INFORMATION CONTAINED BELOW TO BE VERIFIED BY  
RIGHT OF WAY ACQUISITION AGENT

Based upon a title search through 00/00/0000  
Updated through 00/00/0000

Homestead Property:  Yes  No

Marital Status:  Married     Single     Separated     Other\_\_\_\_\_

OWNED BY: (07-PE.13) City of Jacksonville Beach

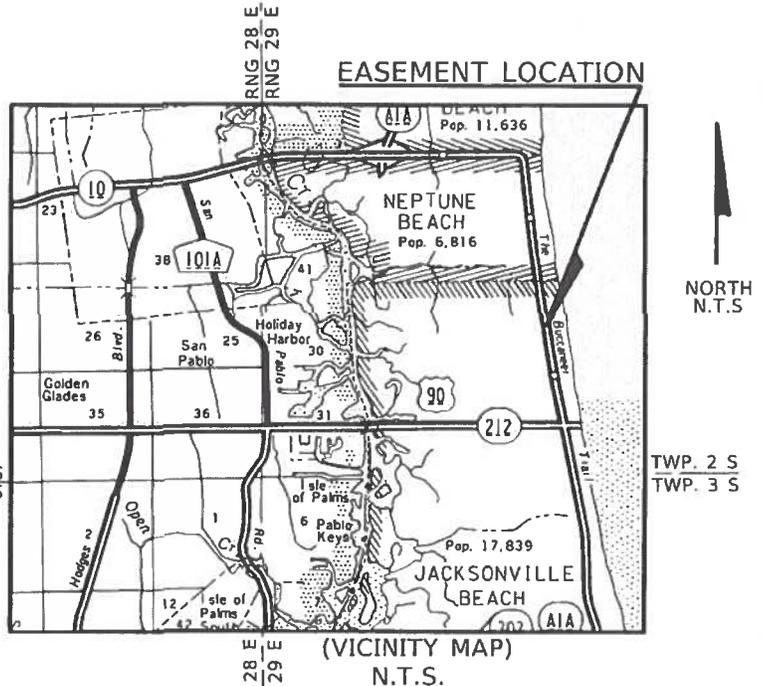
Grantor's Mailing Address: \_\_\_\_\_

Subordinate Interests: N/A

**LEGEND**

- AVE. = AVENUE
- B = BASELINE
- (C) = CALCULATED DIMENSION
- E = EAST
- EXIST. = EXISTING
- F.D.O.T. = FLORIDA DEPARTMENT OF TRANSPORTATION
  
- I.P. = IRON PIPE
- I.R. = IRON ROD
- N.&D. = NAIL & DISK
- F.P. = FINANCIAL PROJECT
- I.D. = IDENTIFICATION
- LB = LICENSED BUSINESS
- N = NORTH
- NAD = NORTH AMERICAN DATUM
- NO. = NUMBER
- N.T.S. = NOT TO SCALE
- (P) = PLAT DIMENSION
- P.B. = PLAT BOOK
- PG. = PAGE
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- RNG. = RANGE
- R/W = RIGHT OF WAY
- S = SOUTH
- S.E. = SOUTHEAST
- STA = STATION
- TWP. = TOWNSHIP
- U.S. = UNITED STATES
- W = WEST
- ④ = SUBDIVISION BLOCK NUMBER
- ⑧00 = PARCEL NUMBER

# SKETCH OF DESCRIPTION FOR PERPETUAL EASEMENT PARCEL 800 & 801



**GENERAL NOTES:**

1. THIS SKETCH OF DESCRIPTION DEPICTS A PROPOSED PERPETUAL EASEMENT AND IS NOT A FIELD SURVEY.
2. THE COORDINATES, BEARINGS, AND DIMENSIONS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD 83 (2011 ADJUSTMENT) AND ARE DISPLAYED IN ENGLISH UNITS AND U.S. SURVEY FEET, DERIVING A BEARING OF N09°45'30"W ALONG THE BASELINE OF SURVEY FOR STATE ROAD A1A BETWEEN STATION 194+00, (N= 2170195.281, E =531613.024), AND STATION 197+00 (N =2170490.940, E =531562.176).
3. THIS SKETCH OF DESCRIPTION IS BASED ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION 7210-113, STATE ROAD NO. A1A, DUVAL COUNTY, ON FILE IN THE F.D.O.T. SURVEYING AND MAPPING DEPARTMENT, DISTRICT TWO, LAKE CITY, FLORIDA.

**TABLE OF CONTENTS**

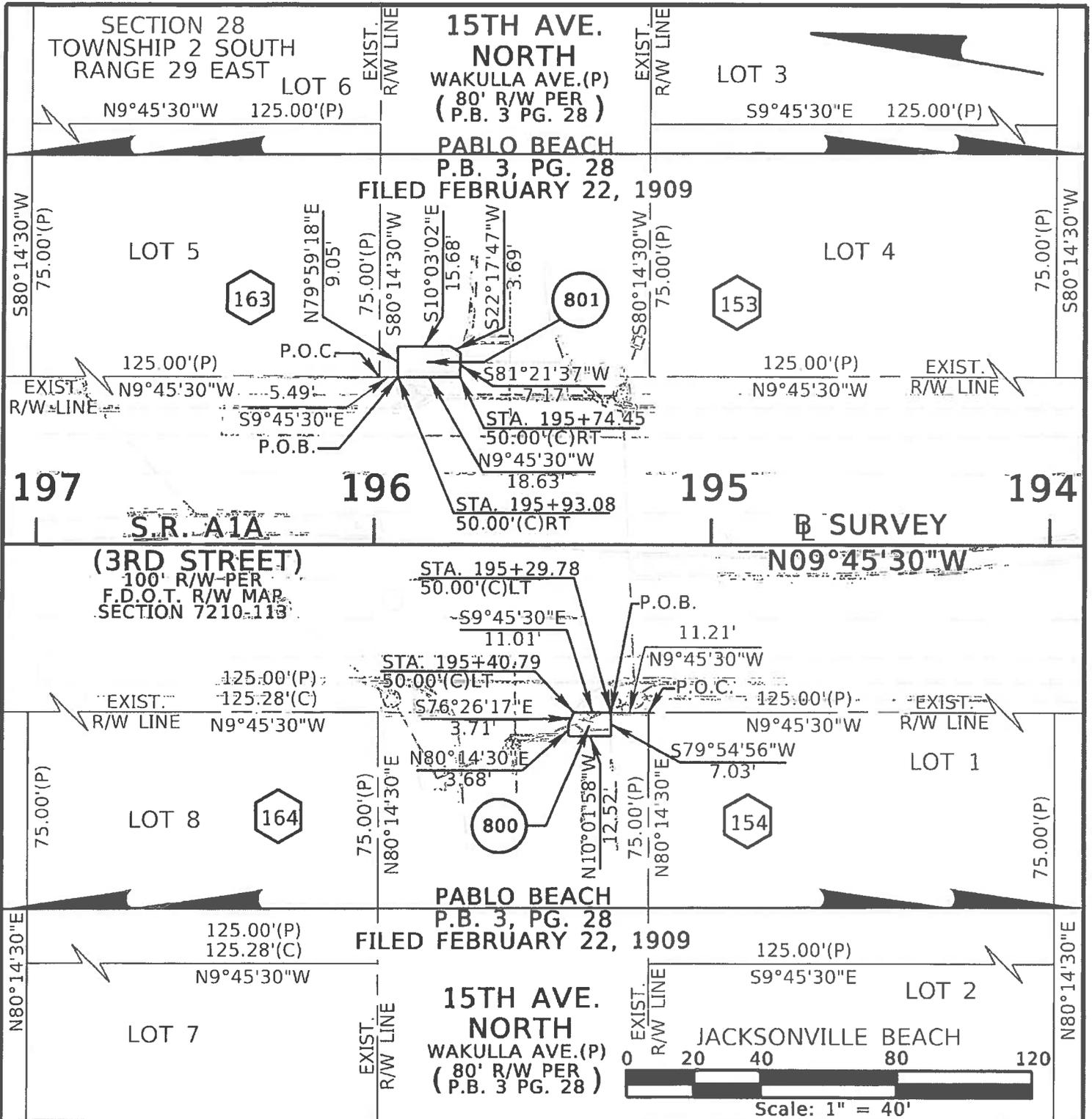
- SHEET 1 COVER SHEET
- SHEET 2 DETAIL SHEET
- SHEET 3 LEGAL DESCRIPTION & SURVEYOR'S CERTIFICATION
- SHEET 4 LEGAL DESCRIPTION & SURVEYOR'S CERTIFICATION

**FLORIDA DEPARTMENT OF TRANSPORTATION  
PARCEL 800 & 801 SKETCH OF DESCRIPTION  
NOT A FIELD SURVEY**

SR A1A (3RD STREET) AT 15TH AVENUE NORTH

DUVAL COUNTY

				PREPARED BY: T2 Utility Engineers LB 8336 159 SW Spencer Court, Suite 106 Lake City, Florida	DATA SOURCE: DATABASE NO. 7210016
DRAWN	C.THOMAS	7/13/2020	CHECKED	C.MORIN	7/13/2020
REVISION	BY	DATE	F.P. NO. 4411941		SECTION 72100
					SHEET 1 OF 4



FLORIDA DEPARTMENT OF TRANSPORTATION  
PARCEL 800 & 801 SKETCH OF DESCRIPTION  
NOT A FIELD SURVEY

SR A1A (3RD STREET) AT 15TH AVENUE NORTH

DUVAL COUNTY

REVISION	BY	DATE	DRAWN	C.THOMAS	7/13/2020	PREPARED BY: T2 Utility Engineers LB 8336 159 SW Spencer Court, Suite 106 Lake City, Florida	DATA SOURCE: DATABASE NO. 7210016	F.P. NO. 4411941	SECTION 72100	SHEET 2 OF 4
			CHECKED	C.MORIN	7/13/2020					

SECTION 72100  
F.P. No. 441194-1

SR A1A AT 15TH AVENUE NORTH

DUVAL COUNTY

DESCRIPTION

PARCEL NUMBER 800

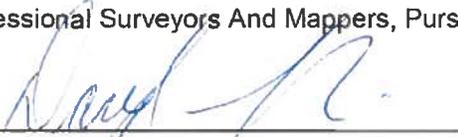
PERPETUAL EASEMENT

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Containing 86 Square Feet, More Or Less.

I Hereby Certify That To The Best Of My Knowledge And Belief This Legal Description Is True, Accurate, And Was Prepared Under My Direction. I Further Certify That Said Legal Description Is In Compliance With The Standards Of Practice As Set Forth By The Florida Board Of Professional Surveyors And Mappers, Pursuant To Section 472.027, Florida Statutes.



Daryl I. Thie Date: 07/13/2020  
Florida Professional Surveyor And Mapper No. 4179  
T2 Utility Engineers  
159 S.W. Spencer Court, Suite 106  
Lake City, Florida 32024  
(386) 755-2626 Ext. 207

**This Description And Copies Thereof Are Not Valid Without The Surveyor's Signature And Original Raised Seal.**

			FLORIDA DEPARTMENT OF TRANSPORTATION			
			PARCEL 800 SKETCH OF DESCRIPTION - NOT A FIELD SURVEY			
			SR A1A (3RD STREET) AT 15TH AVENUE NORTH		DUVAL COUNTY	
			BY	DATE	PREPARED BY: T2 Utility Engineers LB 8336 159 SW Spencer Court, Suite 106 Lake City, Florida	
			DRAWN	C.THOMAS	7/13/2020	DATA SOURCE: DATABASE NO. 7210016
REVISION	BY	DATE	CHECKED	C.MORIN	7/13/2020	F.P. NO. 4411941
						SECTION 72100
						SHEET 3 OF 4

SECTION 72100  
F.P. No. 441194-1

SR A1A AT 15TH AVENUE NORTH

DUVAL COUNTY

DESCRIPTION

PARCEL NUMBER 801

PERPETUAL EASEMENT

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Daryl I. Thie Date: 07/13/2020  
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Lake City, Florida 32024  
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			PARCEL 801 SKETCH OF DESCRIPTION - NOT A FIELD SURVEY				
			SR A1A (3RD STREET) AT 15TH AVENUE NORTH		DUVAL COUNTY		
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			DRAWN	C.THOMAS	7/13/2020		
REVISION	BY	DATE	CHECKED	C.MORIN	7/13/2020	F.P. NO. 4411941	
						SECTION 72100	SHEET 4 OF 4

City of  
Jacksonville Beach  
2508 South Beach  
Parkway  
Jacksonville Beach  
FL 32250  
Phone: 904.247.6236  
Fax: 904.247.6143

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

## MEMORANDUM

TO: Michael J. Staffopoulos, City Manager  
FROM: Jason Phitides, Director Parks & Recreation  
SUBJECT: Honorary Street Name Designation Policy - Resolution No. 2060-2020  
DATE: August 7, 2020

### BACKGROUND

During the City Council briefing on March 2, 2020, the Council requested staff draft an honorary street name designation policy.

Staff presented the draft policy at the Council Briefing on August 3, 2020, and received the following consensus:

- The term of an honorary street name designation shall be five years, unless otherwise directed by City Council by majority vote.
- There is no annual limit on the number of honorary street name nominations.
- Only one honorary street name designation sign shall be allowed on a street sign pole below the City's standard street sign and shall be dark brown in color with white lettering.
- Honorary street name designations shall only apply to deceased individuals.

Resolution No. 2060-2020 providing an honorary street designation policy is attached.

### REQUESTED ACTION

**Adopt/Deny** Resolution No. 2060-2020 establishing an honorary street name designation policy for the City of Jacksonville Beach, Florida.



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

Adopted: \_\_\_\_\_

**RESOLUTION NO. 2060-2020**

**A RESOLUTION BY THE CITY OF JACKSONVILLE BEACH, FLORIDA, ADOPTING A POLICY FOR THE CITY COUNCIL TO REVIEW AND APPROVE REQUESTS FOR HONORARY STREET NAME DESIGNATION; PROVIDING FOR ADOPTION OF RECITALS, REPEAL OF PRIOR INCONSISTENT RESOLUTIONS AND COUNCIL DECISIONS, SEVERABILITY AND AN EFFECTIVE DATE**

**WHEREAS**, the City of Jacksonville Beach (“City”) desires to establish a policy and processes and guidelines to designate honorary street names within the City, to honor deceased individuals who have made significant contributions to the City community; and

**WHEREAS**, an honorary street name designation will not change an official street name or number but, like historical street names, will be an additional street designation that identifies the honoree; and

**WHEREAS**, an honorary street name designation would not be used for address purposes and therefore would not change existing property addresses, or affect any official records pertaining to any given property address; and

**WHEREAS**, the City Council intends to provide all citizens and groups in the community, this honorary street naming program to honor deceased individuals who have made significant contributions to the community, subject to review and majority approval by the City Council.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, THAT:**

**SECTION 1. Adoption of Recitals.** The foregoing recitals are deemed true and material parts of this Resolution and are fully incorporated herein by reference.

**SECTION 2. Policy.** The honorary street name designation policy attached to this Resolution as Attachment A is hereby approved and incorporated herein for all purposes.

**SECTION 3. Repeal of Prior Inconsistent Resolutions and Council Decisions.** All prior resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of the conflict.

**SECTION 4. Severability.** If any section, sentence, clause, or phrase of this Resolution should be held invalid, unlawful, or unconstitutional, said determination shall not be held to invalidate or impair the validity, force, or effect of any other section, sentence, phrase, or portion of this Resolution not otherwise determined to be invalid, unlawful, or unconstitutional.

**SECTION 5. Effective Date.** This Resolution and Attachment A Policy shall become effective immediately upon passage and adoption by City Council.

**AUTHENTICATED** this \_\_\_ day of \_\_\_\_\_, 2020.

---

William C. Latham, MAYOR

---

Laurie Scott, CITY CLERK

**ATTACHMENT “A”  
RESOLUTION 2060-2020  
HONORARY STREET NAME DESIGNATION POLICY**

**PURPOSE**

To establish a policy to administer requests for honorary street name designations and provide application and approval criteria and procedures for honorary street name designations of City owned streets.

**GENERAL POLICY**

The Honorary Street Name Designation Policy allows citizens and groups the opportunity to honor deceased individuals who have made significant contributions to the community, subject to approval by the City Council. The program is managed and processed by the Parks and Recreation Department and the installations are administered by the Public Works Department.

**PROVISIONS**

**A. Definitions and General Guidelines.**

1. *Honoree* means a deceased individual whom the application specifies for an honorary street name designation who has made a significant contribution to the City of Jacksonville Beach community, either through civic involvement; cultural, humanitarian, historic, or military achievement; as part of a historic event relevant to the specific City street; or to the geographical location of the specific street.
2. Honorary street name designations shall reflect recognition of Honorees only and are given on a case-by-case basis, solely as determined by City Council by majority vote and approved Resolution.
3. A completed application and letter of consent signed by the Honoree’s estate representative must be submitted prior to City Council consideration and approval.
4. The City Manager shall determine when the application will be presented to City Council for consideration.
5. Only one honorary street name designation sign shall be allowed on a single street sign pole below the City’s standard street sign and shall be dark brown in color with white lettering and a white border, and may include a symbol. Should the applicant request a sign on each side of the street at both intersections of a block, then the applicant must pay two separate fees (one for each sign).
6. Honorary street name designations will be temporarily displayed for a period of five years, unless otherwise approved by City Council by majority vote. Upon request at any time, the honorary street name sign may be returned to the applicant or applicant’s representative with City Council’s concurrence. In any event, at the end of the five-year period, the City will remove the honorary street name sign and make it available to the applicant or applicant’s representative.

7. If, at the end of the five-year period, the applicant or applicant's representative desires to apply for another five-year term, the applicant or applicant's representative shall not incur any additional fees. However, a renewed application must be submitted and undergo the same City Council review and approval process as initially taken.
8. The City has the right to remove any honorary street name sign prior to the end of the five-year period as directed by Council by majority vote.
9. Only one honorary street name designation sign shall be allowed at an intersection, and the portion of a street so designated shall be one City block long and limited to no more than two signs per block (one at each end of the designated block).
10. No honorary street name designation sign shall be used that will duplicate or could be confused with the name of an existing City street.
11. Whenever possible, honorary street name designation signs shall be limited to the right-of-way area within the vicinity of the home, organization, or locations associated with the Honoree.
12. A fee of \$400.00 is required at the time of application to pay for the City's costs for sign fabrication and installation. If the application is not approved, the fee will be refunded in full.
13. The City shall budget for and cover the entire cost of design, fabrication, shipping, and maintenance. Up to two replacement signs may be covered by the City unless approved by City Council by majority vote.

**B. Qualification Criteria for Approving Honorary Street Designations.**

1. Only Honorees as defined above are eligible for honorary street name designation consideration.
2. The Honoree must have resided in the City of Jacksonville Beach during his or her lifetime, during which time he or she shall have preferably resided adjacent to or was located on the City street specified for dedication in the application.

**C. Procedure for Filing and Approving Applications.**

1. The applicant shall submit a completed Honorary Street Name Designation application and letter of consent and pay the \$400.00 fee to the Parks and Recreation Department located at 2508 South Beach Parkway, Jacksonville Beach, Florida 32250. Upon receipt of the application and fee, the Parks and Recreation Department shall submit the application to the Public Works Department for their review and a recommendation prior to City Council's consideration.

2. These departments will review the application to ensure sufficient documentation exists to substantiate the applicant's request, and that the location desired for the honorary street name designation is feasible.
3. If the application satisfies the criteria established, the City Manager shall determine when the application will be presented to City Council for consideration. The honorary street name designation application will be reviewed by City Council during a public meeting in which public comments are taken. If approved by City Council by majority vote, a Resolution will be entered.
4. The Parks and Recreation Department will notify the applicant of City Council's decision and, if approved, will direct the Public Works Department to fabricate an honorary street name sign. Public Works will determine the date for the sign installation and will notify the applicant.

Attached: Honorary Street Designation Application

**City of Jacksonville Beach**  
**Application for Honorary Street Name Designation**

**Name of Person/Group requesting designation:** \_\_\_\_\_

**Address:** \_\_\_\_\_  
\_\_\_\_\_

**Phone Number:** \_\_\_\_\_

**Cell Number:** \_\_\_\_\_

**Email address:** \_\_\_\_\_

**Location of requested designation:** \_\_\_\_\_

**Honorary Street Designation Name:** \_\_\_\_\_

**Reasons in support of honorary designation:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Contributions to the City of Jacksonville Beach of historical relevance:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Applicant acknowledges responsibility for cost of sign(s) \_\_\_\_\_ Yes (please initial)

## MEMORANDUM

TO: Michael J. Staffopoulos, City Manager

FROM: Jason Phitides, Director Parks & Recreation

SUBJECT: Building and Facility Naming and Renaming Policy - Resolution No. 2061-2020

DATE: August 7, 2020

## BACKGROUND

During the City Council briefing on August 3, 2020, the Council reviewed staff's draft Building and Facility Naming and Renaming Policy which establishes procedures for naming and renaming City facilities and buildings.

City controlled buildings and facilities may be named or renamed after any deceased individual (Honoree) who has made significant and substantial contributions of a service, cultural, or historic nature to the City of Jacksonville Beach.

The City Council, by majority vote, shall have the final authority to name and rename all City buildings and facilities.

Resolution 2061-2020 providing a building and facility naming and renaming policy is attached.

## REQUESTED ACTION

**Adopt/Deny** Resolution 2061-2020 establishing a building and facility naming and renaming policy for the City of Jacksonville Beach, Florida.

City of  
Jacksonville Beach  
2508 South Beach  
Parkway  
Jacksonville Beach  
FL 32250  
Phone: 904.247.6236  
Fax: 904.247.6143

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



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

Adopted: \_\_\_\_\_

**RESOLUTION NO. 2061-2020**

**A RESOLUTION BY THE CITY OF JACKSONVILLE BEACH, FLORIDA, ADOPTING A POLICY FOR CITY COUNCIL TO REVIEW AND APPROVE REQUESTS FOR THE NAMING AND RENAMING OF CITY BUILDINGS AND FACILITIES; PROVIDING FOR ADOPTION OF RECITALS, REPEAL OF PRIOR INCONSISTENT RESOLUTIONS AND COUNCIL DECISIONS, SEVERABILITY, AND AN EFFECTIVE DATE.**

**WHEREAS**, the City of Jacksonville Beach (“City”) desires to establish a policy, processes, and guidelines for the naming or renaming of City buildings and facilities to honor deceased individuals who have made significant contributions to the City community; and

**WHEREAS**, the City Council intends to provide all citizens and groups in the community the opportunity to honor deceased individuals who have made significant contributions to the community by naming or renaming City buildings and facilities, subject to review and majority approval by the City Council.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, THAT:**

**SECTION 1. Adoption of Recitals.** The foregoing recitals are deemed true and material parts of this Resolution and are fully incorporated herein by reference.

**SECTION 2. Policy.** The policy for naming or renaming City buildings and facilities attached hereto as Attachment A, is hereby approved and incorporated herein for all purposes.

**SECTION 3. Repeal of Prior Inconsistent Resolutions.** All prior resolutions, parts of resolutions or Council decisions in conflict herewith are repealed to the extent of the conflict.

**SECTION 4. Severability.** If any section, sentence, clause, or phrase of this Resolution should be held invalid, unlawful, or unconstitutional, said determination shall not be held to invalidate or impair the validity, force, or effect of any other section, sentence, phrase, or portion of this Resolution not otherwise determined to be invalid, unlawful, or unconstitutional.

**SECTION 5. Effective Date.** This Resolution and Attachment A Policy shall become effective immediately upon passage and adoption by City Council.

**AUTHENTICATED** this \_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
William C. Latham, MAYOR

\_\_\_\_\_  
Laurie Scott, CITY CLERK

**ATTACHMENT "A"**  
**RESOLUTION NO. 2061-2020**  
**NAMING AND RENAMING OF CITY BUILDINGS AND FACILITIES POLICY**

**PURPOSE**

To establish uniform procedures for the naming or renaming of City buildings and facilities in a manner that is compatible with community interest to enhance the values and heritage of the City of Jacksonville Beach. This policy does not pertain to City streets and street names.

**GENERAL POLICY**

The following guidelines have been established to provide for a consistent and uniform procedure in the naming or renaming of City buildings and facilities.

**PROVISIONS**

**A. General Guidelines.**

1. The City Council, by majority vote, shall have the final authority to name and rename all City buildings and facilities.
2. The City Council, by majority vote, shall have the final authority to designate commemorative names and plaques for City buildings and facilities.
3. Under extraordinary circumstances, the City Council may, by majority vote, revoke or remove the current name of any City building and facility.
4. No City building or facility shall be named after a seated elected or appointed official.

**B. Qualification Criteria for the Naming or Renaming of City Buildings and Facilities.**

1. Qualifying criteria include the following:
  - a. City controlled buildings and facilities may only be named or renamed after any deceased individual (Honoree) who has made significant and substantial contributions of a service, cultural, or historic nature to the City of Jacksonville Beach, as determined by a majority of the City Council. Said contributions need not be financial in nature; they may include extensive service and/or support to the City organization or the community in general.
  - b. The area in which the Honoree has made the most significant contribution should be considered when determining which building or facility will be named or renamed after him or her. That is, when possible, there should be a correlation between the service provided by the Honoree and the City building or facility.

- c. When determining whether to rename a City building or facility, the City Council shall consider all factors they deem relevant, including whether some or all of the following accurately describe the Honoree for whom the City building or facility is proposed to be renamed:
  - i. The Honoree made lasting and significant\* contributions to the protection of natural or cultural resources in the City of Jacksonville Beach; or
  - ii. The Honoree made substantial\* contributions to the betterment of a specific City building or facility consistent with the established standards for the City building or facility; or
  - iii. The Honoree made substantial\* contributions to the advancement of recreational opportunities within the City of Jacksonville Beach; or
  - iv. The Honoree was associated with an economic development or redevelopment activity within the City of Jacksonville Beach; or
  - v. The Honoree had a positive impact on the lives of the residents of the City of Jacksonville Beach; or
  - vi. The Honoree volunteered 10 or more years of service to the community.

*\*Additional information as to how/why the contribution of the Honoree is significant or substantial may be required.*

- e. Upon the naming or renaming of a City building or facility, the name shall not be used for any other dedication, naming, or renaming related to City property.
- f. The City Council, at its sole and unlimited discretion, may remove or change the name of any City building or facility at any time, unless contractually or legally obligated to do otherwise.

**C. Criteria for the Naming of City Buildings and Facilities.**

- a. For purposes of this Subsection C., City facilities also include reference to parks and recreational facilities.
- b. For new City buildings and facilities, the naming process shall begin as early in the project as possible.
- c. City building and facility names shall be selected to either recognize natural features related to the City of Jacksonville Beach community, or to recognize an

Honoree who made a lasting and significant contribution to the betterment of the City of Jacksonville Beach.

- d. Areas within City buildings and facilities that may be named separately from the main building include points of entry; rooms, patios, or wings within a City building; facility features (such as a column or fountain); walkways; trails; recreational facilities (such as group picnic areas, sports fields, water features, or park monuments); physical features (such as mountains, hills, or vistas); drive-ways; or other related items.
- e. If Council approved by majority vote, then commemorative plaques shall be placed in public City buildings and facilities. Names for the commemorative plaques shall be selected to recognize an Honoree who has made a lasting and significant contribution to the betterment of the City of Jacksonville Beach.

**D. Procedure for the Naming or Renaming of City Buildings and Facilities.**

1. Requests for naming or renaming a City building or facility shall be submitted to the City Manager's office in writing on the City's Building/Facility Naming or Renaming Application. The applicant is required to provide clear evidence that the Honoree has made a significant and lasting contribution to the betterment of the City of Jacksonville Beach.
2. All submittals, whether from a City Council member, individual, organization or City staff, must include the name and address of the submitter, unless the person's address is otherwise protected from public disclosure per Florida law. In that case, the submitter must provide City staff with alternative means of receiving communication. **OTHERWISE, NO ANONYMOUS SUBMITTALS WILL BE ACCEPTED.**
3. Upon receipt of the application, the City Manager or designee shall review the application and shall place the proposed City building or facility naming/renaming item on a future City Council agenda for formal review and consideration by the City Council. If the City Council denies the Application by majority vote, no further action is taken. If the City Council approves the Application, staff is directed to move forward with implementing the naming or renaming of the City building or facility. The steps taken to implement the request will be developed as an internal City process. The decision of the City Council will be final. The opportunity to submit an application does not create any legal rights or privileges for the submitter.

**City of Jacksonville Beach Building/Facility Naming or Renaming Application**

Applicant Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Location of City building or facility to be named or renamed: \_\_\_\_\_

Honoree to be Recognized: \_\_\_\_\_

Proposed Name: \_\_\_\_\_

Please Check all that apply:

Please provide date of death for Honoree: \_\_\_\_\_ (mm/dd/yyyy)

\_\_\_\_\_ The Honoree made lasting and significant\* contributions to the protection of natural or cultural resources for the City of Jacksonville Beach.

\_\_\_\_\_ The Honoree made substantial contributions\* to the betterment of a specific City facility or park consistent with the established standards for that facility or park.

\_\_\_\_\_ The Honoree made substantial contributions\* to the advancement of recreational opportunities within the City of Jacksonville Beach.

\_\_\_\_\_ The Honoree was associated with an economic development or redevelopment activity within the City of Jacksonville Beach.

\_\_\_\_\_ The Honoree had a positive impact on the lives of residents of the City of Jacksonville Beach.

\_\_\_\_\_ The Honoree volunteered 10 or more years of service to the community.

**\*Please provide additional information as to how/why the contribution of the Honoree was significant or substantial not to exceed two typed pages.**

## MEMORANDUM

City of  
Jacksonville Beach  
City Hall  
11 North Third Street  
Jacksonville Beach  
FL 32250  
Phone: 904.247.6231  
Fax: 904.247.6107  
Planning@jaxbchfl.net

To: Mike Staffopoulos, City Manager

From: Heather Ireland, Senior Planner

Subject: Ordinance No. 2020-8146, amending PUD Rezoning Ordinance No. 2019-8121, governing the property located at 1600 Shetter Avenue, by providing a new project narrative and site plan. (Pablo Hamlet Senior Living)

Date: August 7, 2020

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

## BACKGROUND

The subject property is located on the south side of the western end of Shetter Avenue, and has existed as the Pablo Hamlet Senior Living development since 2002. The property has always been in multiple-family residential use since the buildings were constructed in 1980. The complex currently contains 106 residential dwelling units situated in two three-story buildings.

In 2019, the owner applied to rezone the subject property to Planned Unit Development: PUD to allow for an increase in the density permitted by the Residential, multiple-family: RM-1 zoning district that previously applied to the property. Under application PC#12-19, the owner proposed adding an additional 84 dwelling units in two new buildings. The proposed density under PC#12-19 would have been approximately 30 dwelling units per acre, which is under the maximum of 40 dwelling units per acre permitted by the adopted 2030 Comprehensive Plan.

The amended site plan provided by the owner under this new application proposes one new building addition that connects the two existing buildings together, and spans over part of the courtyard on the south side of the campus. The new proposed building would accommodate an additional 54 dwelling units, bringing the total to 160. Parking will be provided at one parking space per dwelling unit as required by code, and the new proposed density would be less than 27 dwelling units per acre.

Adjacent uses include a private school to the east and south, single-family homes further to the south, undeveloped wetlands to the west and north, and multiple-family residential to the northeast across Shetter Avenue. The demand for the



Memorandum  
Ordinance Number 2020-8146  
August 7, 2020

Page 2

addition of new dwelling units to this existing senior housing development has been demonstrated via the existing waiting lists, both here and at Pablo Towers, which the applicant also owns and manages.

The proposed amended site plan and narrative are consistent with relevant Land Development Code and 2030 Comprehensive Plan regulations and policies. The Planning Commission considered the proposed amendments to the Pablo Hamlet PUD at their July 13, 2020 meeting. The Planning Commission voted unanimously to recommend approval of the proposed amendments by the City Council. City Council voted unanimously to adopt Ordinance 2020-8146 at an advertised Public Hearing held on August 3, 2020.

REQUESTED ACTION

**Adopt/Deny** Ordinance No. 2020-8146, amending PUD Rezoning Ordinance No. 2019-8121, governing the property located at 1600 Shetter Avenue, by providing a new project narrative and site plan. (Pablo Hamlet Senior Living)

## FINDINGS OF FACT

August 17, 2020

**SUBJECT:** Ordinance 2020-8146, proposing an amendment to PUD Ordinance No. 2019-8121 governing the existing *Pablo Hamlet* Senior Living Facility to modify the approved PUD project narrative and preliminary site plan.

Pursuant to Article VI, Section 34-211(c) of the Land Development Code of the Jacksonville Beach Code of Ordinances, the City Council shall consider the adoption of an ordinance enacting an amendment to the Zoning Atlas or Code based on only one (1) or more of the following factors, provided however, that in no event shall an amendment be approved which will result in an adverse community change in which the proposed development is located.

- (1) Whether the proposed amendment is consistent with the comprehensive plan;
- (2) Whether the proposed amendment is in conflict with any portion of the LDC;
- (3) Whether and the extent to which the proposed amendment is consistent with existing and proposed land uses;
- (4) Whether and the extent to which there are any changed conditions that require an amendment;
- (5) Whether and the extent to which the proposed amendment would result in demands on public facilities, and whether and the extent to which the proposed amendment would exceed the level of service standards established for public facilities in the comprehensive plan;
- (6) Whether, and the extent to which, zoning district boundaries are not properly drawn on the official zoning atlas;
- (7) Whether and the extent to which the proposed amendment would result in significantly adverse impacts on the natural environment, including, but not limited to, water, air, stormwater management, wildlife, vegetation, wetlands, and the natural functioning of the coastal environment;
- (8) Whether and the extent to which the proposed amendment would adversely affect the property values in the area;
- (9) Whether and the extent to which the proposed amendment would result in a logical and orderly development pattern;

- (10) Whether it is impossible to find other lands in the city for the proposed use in a zoning district that permits such use as of right.

The written submittal presented by the applicant enumerates how the proposed change complies with the standards in Section 34-211(c). Based on a review of the application, staff analysis of the information submitted, and the public hearing on the proposed project conducted on August 3, 2020, the City Council has found that the applicant has fulfilled their burden to show that the project should be approved as follows:

1. There are adequate public facilities available to serve the proposed 54 unit addition to the existing 106 unit multifamily Senior Living Facility.
2. The proposed building addition will be located within an existing developed area, connecting two existing apartment buildings, and as such will not negatively impact adjacent properties.
3. On-site parking and open space provision within the project will remain compliant with minimum Land Development Code standards.
4. The project was reviewed and unanimously recommended to be approved by staff and by the Jacksonville Beach Planning Commission, prior to consideration of the application by the City Council.
5. There was no testimony presented at either the Planning Commission's public hearing or the City Council's public hearing to dispute the presentments of the applicant.

Introduced by: \_\_\_\_\_  
1st Reading: \_\_\_\_\_  
2nd Reading: \_\_\_\_\_

**ORDINANCE NO. 2020-8146**

**AN ORDINANCE TO AMEND PLANNED UNIT DEVELOPMENT: PUD ORDINANCE NUMBER 2019-8121, ESTABLISHING A PLANNED UNIT DEVELOPMENT: PUD ZONING DISTRICT, SUPPLEMENTING THE COMPREHENSIVE ZONING REGULATIONS AND ZONING ATLAS FOR THE CITY OF JACKSONVILLE BEACH, FLORIDA, AS PROVIDED UNDER CHAPTER 34 OF THE CODE OF ORDINANCES OF SAID CITY.**

**WHEREAS**, the City Council of the City of Jacksonville Beach, Florida, heretofore enacted and established a Land Development Code and Zoning Atlas for said City; and

**WHEREAS**, the City Council approved the rezoning of certain property in the City from *Residential, multiple family: RM-1* to *Planned Unit Development: PUD* on July 15, 2019 via Ordinance No. 2019-8121, to expand an existing senior living facility; and

**WHEREAS**, the owners of certain property described herein have applied to the City Council to amend the PUD approved via Ordinance No. 2019-8121, to update the project narrative and preliminary site plan for the proposed use; and

**WHEREAS**, the City Council has considered the application, all relevant support materials, the staff report, the recommendation of the Planning Commission, and public testimony given at the public hearings.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF JACKSONVILLE BEACH, FLORIDA:**

**SECTION 1.** That the City Council has considered the adoption of this ordinance based on one or more of the factors listed in Section 34-211(c) of the Land Development Code and hereby finds that this amendment will not result in an adverse change in the community in which it is located.

**SECTION 2.** That Planned Unit Development: PUD Ordinance No. 2019-8121 is hereby amended by incorporating those changes to said Ordinance contained in the rezoning application dated May 5, 2020, as attached as Exhibit A to this Ordinance.

**SECTION 3.** Except as provided herein, all other portions of Ordinance No. 2019-8121 and all other portions of the Jacksonville Beach Land Development Code and Zoning Atlas shall remain in effect.

**SECTION 4.** All ordinances or parts of ordinances in conflict herewith be and the same are, to the extent the same may be in conflict, hereby repealed.

**SECTION 5.** This ordinance shall take effect upon its adoption and recordation with the Clerk of Circuit Court, Duval County, Florida.

**AUTHENTICATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.**

\_\_\_\_\_  
William C. Latham, MAYOR

\_\_\_\_\_  
Laurie Scott, CITY CLERK

**ATTACHMENT "A"**

Legal Description

RE # 177556 0030

38-2S-29E 5.20 B DE CASTRO Y FERRER  
GRANT PT RECD O/R 10437-732

RE # 177556 0000

38-2S-29E 5.20 B DE CASTRO Y FERRER  
GRANT PT RECD O/R 10437-732

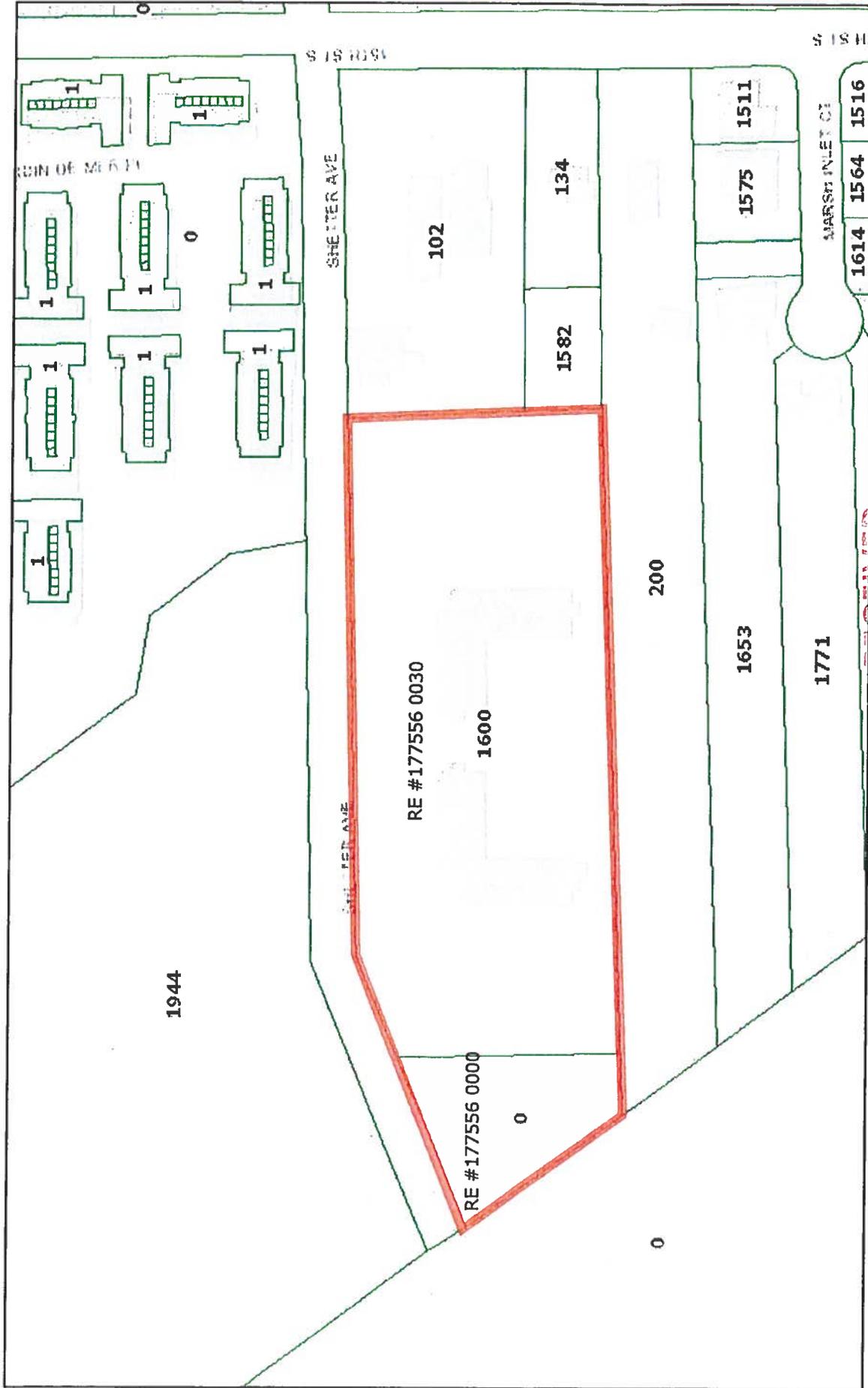
RECEIVED

PC#11-20

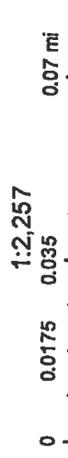
MAY 14 2020

PLANNING & DEVELOPMENT

Duval Map



April 10, 2019



Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, Geobase, IGN, Kadaster NL, Ordnance Survey, Esri

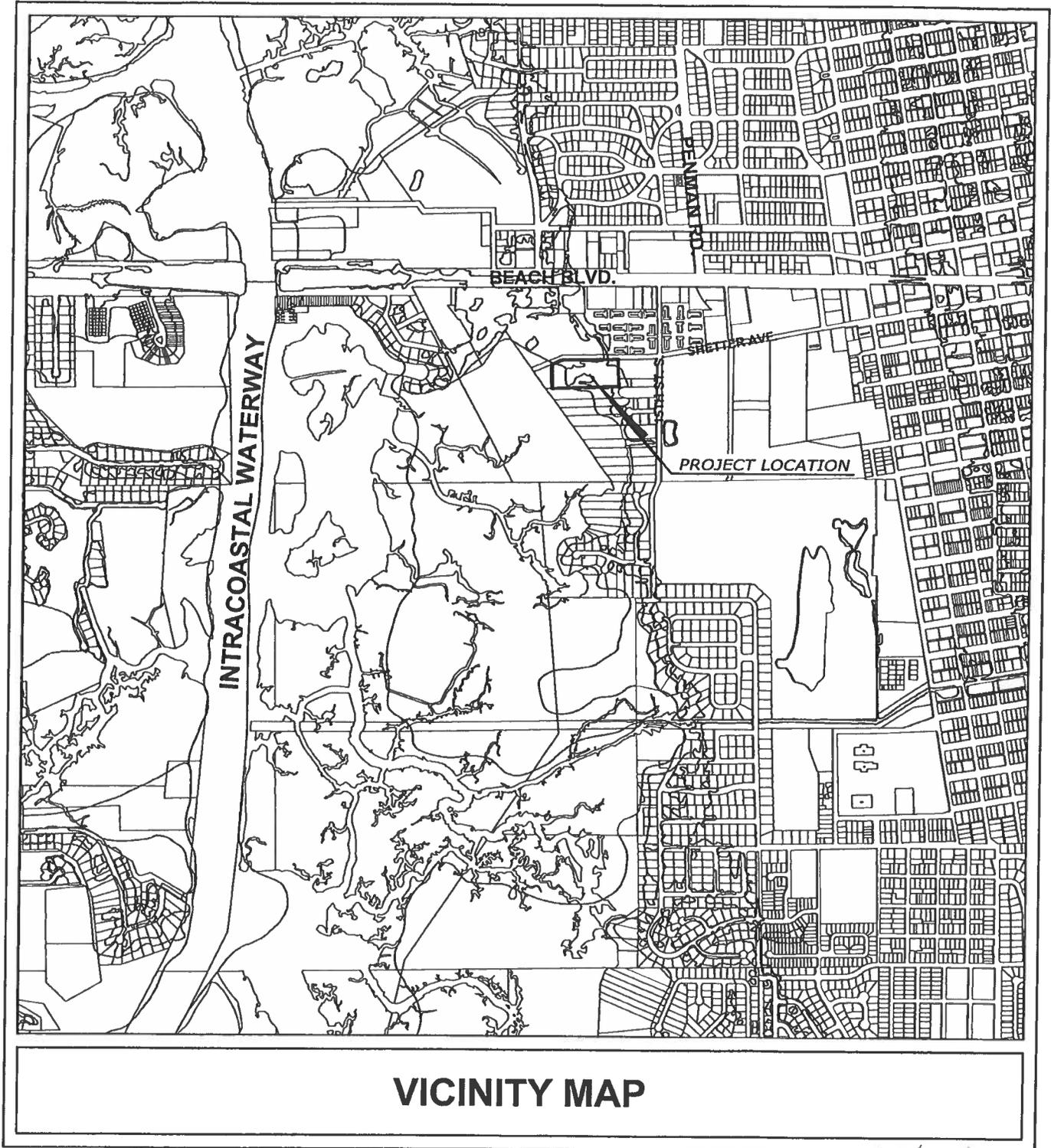
RECEIVED

PC#11-20

MAY 14 2020

PLANNING & DEVELOPMENT

ATTACHMENT "C"



**VICINITY MAP**

pc#11-20

MAY 14 2020

# Duval Map

ATTACHMENT "D"



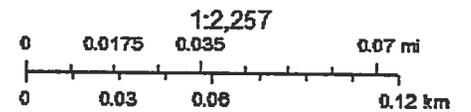
Ordinance No. 2020-8146 - Exhibit A

April 10, 2019

RECEIVED

PC#11-20

MAY 14 2020



Esri, HERE, Garmin, © OpenStreetMap contributors, and the GIS user community

PLANNING & DEVELOPMENT

## ATTACHMENT "E"

### I. NARRATIVE AND PROJECT DESCRIPTION

The proposed PUD Amendment formally modifies the existing PUD and decreases the density from 192 dwelling units with 192 parking spaces to a maximum of 160 units meeting the minimum requirement of 1 space per unit. The expansion will consist of renovating existing common areas with 3 new dwelling buildings (2 existing) and construction of 54 dwelling units in one new expansion wing. In accordance with the Florida Housing Finance rules, buildings Pablo Hamlet will remain Affordable Senior Housing for a minimum of 50 years.

We believe the intended use for this project is provides the community with new affordable senior living dwellings to meet the current demand and is compatible with the adjacent Discovery Montessori School site to the east. Traffic trips associated with senior living are very low and well below the allowable capacity of the original multi-family RM-1 zoning.

### II. USES AND RESTRICTIONS

#### A. Senior Living Residential Use

1. One bedroom minimum unit: 650 sq. ft.
2. Two bedroom minimum unit: 900 sq. ft.
  - a. Leasing office, amenity/recreation center, which may include a clubhouse, fitness/exercise facility, and similar uses.
  - b. Essential Services, including water, sewer, gas, telephone, radio, television and electric.
3. Permitted Accessory Uses
  - a. Utility sheds and workshops; gazebos, cabanas, and other similar structures; barbecue pits; vegetable gardens, non-commercial greenhouses, and similar uses; any other use customarily accessory to senior living use.
4. Maximum Lot Coverage (by all buildings and structures):
  - a. Sixty-five percent (65%).
  - b. Common Area (20% minimum) excluding parking areas, street rights-of-way, minimum yards, and spacing between buildings. Water bodies contained on-site may account for up to fifty (50 percent of the required open space).

RECEIVED

PC#11-20

MAY 14 2020

5. Minimum Yard Requirements

- a. Front - Twenty (20) feet.
- b. Corner/Side - Ten (10) feet.
- c. Rear - Thirty (30) feet.

6. Maximum Height of Structures:

- a. Thirty-five (35) feet.
- b. Building height means the vertical distance from the elevation of the crown of the road of the nearest adjacent roadway at the center of the front of the building to the highest point of the coping of a flat roof, the deck line of a mansard roof, or the mean height level between eaves and ridge for hip, gable and gambrel roofs.

7. Gross Density

- a. Gross residential density shall not exceed forty (40) units per acre.

B. Common Recreation and Usable Open Space

- 1. Active recreation/amenities (including active recreational facilities such as an amenity/recreation center, pool, clubhouse, fitness/exercise facility, and similar uses) shall be provided as shown on the Site Plan. Such common recreation and usable open space comprises a minimum of twenty percent (20%) of the gross land area in the PUD, and will comply with the standards in Section 34-348G(3)(h), Jacksonville Beach Ordinance Code.

C. Access

- 1. Active recreation/amenities (including active recreational facilities such as an amenity/recreation center, pool, clubhouse, fitness/exercise facility, and similar uses) shall be provided as shown on the Site Plan. Such common recreation and usable open space comprises a minimum of twenty percent (20%) of the gross land area in the PUD, and will comply with the standards in Section 34-348G(3)(h), Jacksonville Beach Ordinance Code.

D. Supplemental Standards

- 1. Unless otherwise provided herein, the Supplemental Standards provided in Chapter 34, Article VIII, Division 2, Jacksonville Beach Code of Ordinances, shall apply.
- 2.

E. Landscaping

1. Site clearing and landscape standards as provided in Chapter 34, Article VIII, Division 3, Jacksonville Beach Code of Ordinances, shall apply, with the following additional provision: landscape standards shall be applied within the PUD without regard to Parcel boundaries.

F. Parking

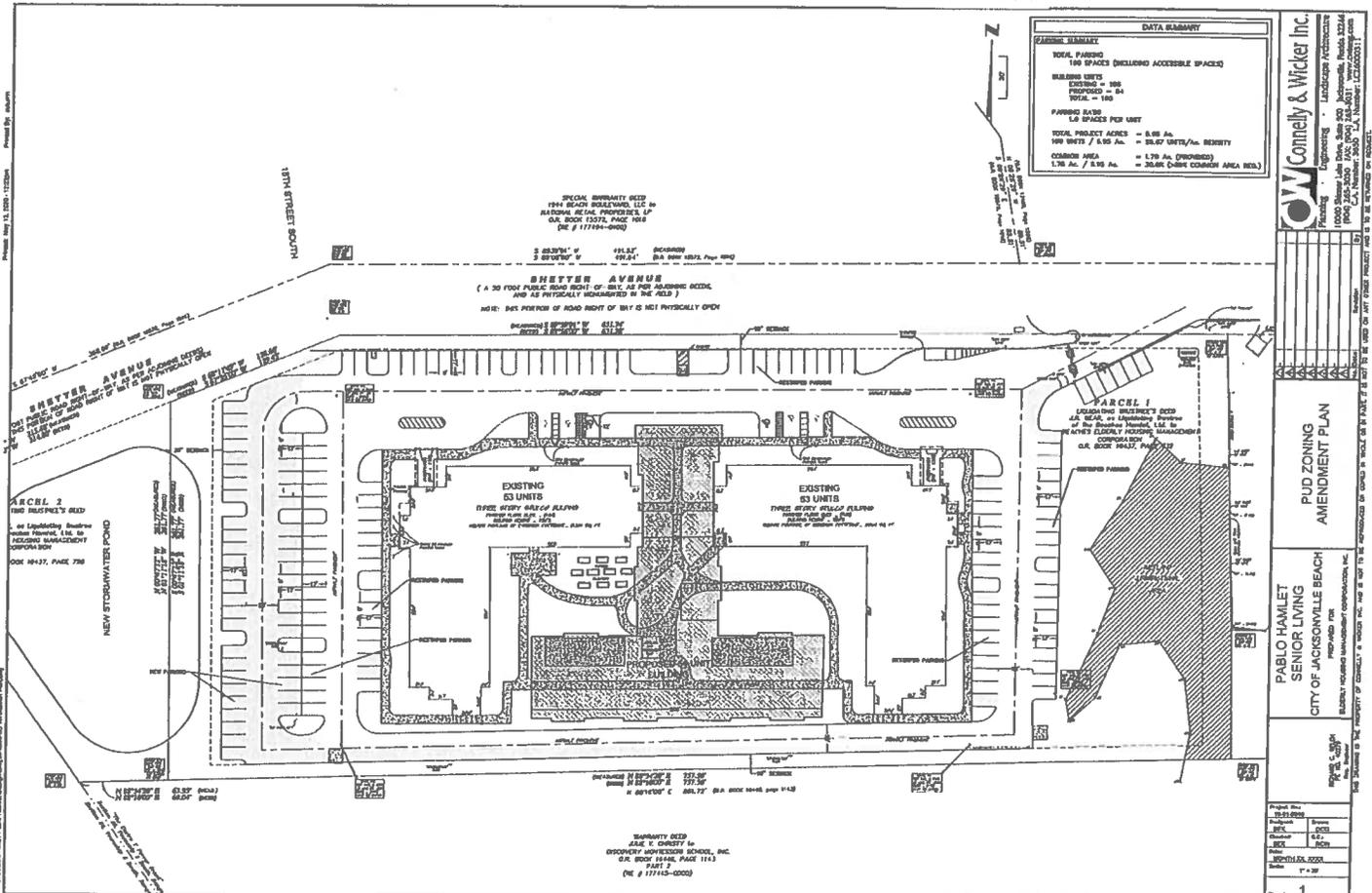
1. Parking will be provided at a ratio of one (1) space per residential unit, as shown on the Site Plan and Parking Tabulation key therein. For the proposed 160 residential units, 160 minimum parking spaces are required.
2. Parking for disabled persons will be provided as required in Chapter 34, Article VIII, Division 1, Jacksonville Beach Code of Ordinances.
3. Unless otherwise provided in this Section H, the provisions in Chapter 34, Article VIII, Division 1, Jacksonville Beach Code of Ordinances, shall apply.

G. Environmental Standards

1. Stormwater shall be treated as described on Site Plan and will comply with the Environmental Standards provided in Chapter 34, Article VIII, Division 5, Jacksonville Beach Code of Ordinances.

H. Development Schedule

	<u>Start</u>	<u>Complete</u>
1. PUD Approval	4/15/2019	6/15/2019
2. Florida Housing Finance Corp. Application	9/1/2019	11/15/2019
3. Florida Housing Finance Corp. Award	11/15/2019	2/15/2020
4. Florida Housing Finance Corp. Appeals	2/15/2020	8/1/2020
5. Tax Credit Underwriting	8/1/2020	6/1/2021
6. Design, Engineering & Permitting	8/1/2020	6/1/2021
7. Construction	6/1/2021	8/1/2022



DATA SUMMARY	
<b>ZONING SUMMARY</b>	
TOTAL SPACES (INCLUDING ACCESSIBLE SPACES)	
EXISTING	= 100
PROPOSED	= 64
TOTAL	= 164
<b>PARKING SUMMARY</b>	
TOTAL SPACES PER UNIT	
TOTAL PROJECT ACRES	= 8.95 Ac.
100 UNITS / 8.95 Ac.	= 11.27 UNITS/AC. BENEFIT
COMBINE AREA	= 1.79 Ac. (PROPOSED)
1.79 Ac. / 8.95 Ac.	= 20.0% (OVER COMBINE AREA BEN.)

**OW Connelly & Wicker Inc.**  
 Planning • Engineering • Landscape Architecture  
 1000 S. G Street, Suite 100, Jackson, CA 95622  
 (916) 425-2000  
 CA Number: 00057774, License: 00000001

**PUD ZONING AMENDMENT PLAN**

**PABLO HAMLET SENIOR LIVING**  
 CITY OF JACKSONVILLE BEACH

PROJECT NO. 2020-8146  
 SHEET NO. 1 OF 1  
 DATE: 11/11/2020

**SPECIAL SURVEY DEED**  
 1941 BEACH ROADWAY, LLC to  
 AUBURN BEACH, PROVIDERS, LP  
 O.R. BOOK 15371, PAGE 1018  
 (S.E. 1/4 17749-0000)

**DEED**  
 (A 20 FOOT PUBLIC RIGHT-OF-WAY, AS PER AUBURN BEACH,  
 AND AS PHYSICALLY DEMONSTRATED IN THE FIELD.)  
 AND: 200 FEET PORTION OF ROAD RIGHT-OF-WAY IS NOT PHYSICALLY OPEN

**SURVEY DEED**  
 JAKE V. GORREY to  
 BUCKWATER ACADEMY SCHOOL, INC.  
 O.R. BOOK 15146, PAGE 1143  
 PAGE 3  
 (S.E. 1/4 17745-0000)

MEMORANDUM

TO: Michael J. Staffopoulos, City Manager

FROM: Chris Ambrosio, City Attorney

SUBJECT: Ordinance No. 2020-8147 revising, amending, and adding new sections to City Code of Ordinances Chapter 19 – Public Nuisance Abatement

DATE: August 7, 2020

BACKGROUND

Chapter 19 of the City Code of Ordinances was codified in the 1950s. It is outdated, unfitting, and lacking elements vital to the Code Enforcement Department to control and abate public nuisances. The current Chapter 19 places significant responsibility of nuisance abatement and code enforcement upon the City Manager and City Council, rather than the building official, code enforcement officer(s), and Special Magistrate. The building official, code enforcement officer(s), and Special Magistrate should be the designated officials charged with securing compliance and enforcement of public nuisance abatement. The code hearing procedures should commence through the Special Magistrate. The City Manager and City Council should not be implicated as decision makers in an appellate challenge of the City nuisance abatement decisions.

The attached Ordinance No. 2020-8147 provides necessary revision, amendment, and new sections to Chapter 19 that will: (a) expand the authorities and powers of the building official and code enforcement officer(s) to cite, control, prosecute, and abate public nuisances; (b) remove the lengthy procedures that place responsibility for code enforcement hearings and review on the City Manager and City Council; (c) establish the Special Magistrate code enforcement hearings and review processes; and (d) clarify appeals and levy of special assessment lien against property. This Ordinance serves the safety, health, and welfare public purposes with improved public nuisance abatement code enforcement methods and procedures.

REQUESTED ACTION

**Adopt/Deny** Ordinance No. 2020-8147 to revise, amend, and add new sections to City Code of Ordinances Chapter 19 – Public Nuisance Abatement.

Introduced by: \_\_\_\_\_  
1st Reading: \_\_\_\_\_  
2nd Reading: \_\_\_\_\_

**ORDINANCE NO. 2020-8147**

**AN ORDINANCE TO AMEND AND REVISE CHAPTER 19 – NUISANCES OF THE CITY OF JACKSONVILLE BEACH CODE OF ORDINANCES, TO REFLECT BEST PRACTICES, REGULATIONS, STANDARDS, AND PROCEDURES FOR CODE ENFORCEMENT OF PUBLIC NUISANCE ABATEMENT; PROVIDING FOR LEGISLATIVE FINDINGS, REPEAL OF CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.**

**WHEREAS**, the City of Jacksonville Beach (“City”) has the authority to adopt this Ordinance pursuant to Art. VIII, § 2 of the Constitution of the State of Florida; and Chapter 166, Florida Statutes; and

**WHEREAS**, the City Code of Ordinances Chapter 19 – Nuisances, codified in the 1950s, is outdated, unfitting and lacking elements vital to the Code Enforcement Department to control and abate public nuisances; and

**WHEREAS**, the current Chapter 19 places significant responsibility of nuisance abatement and enforcement upon the City Manager and City Council, rather than the building official, code enforcement officer(s), and Special Magistrate; and

**WHEREAS**, the City Council desires to retitle, amend, and revise Chapter 19 of the City Code of Ordinances to reflect best practices, regulations, standards, and procedures for public nuisance abatement and enforcement; and

**WHEREAS**, a new Chapter 19 will: (a) correct conflicts between code enforcement nuisance abatement processes and the Special Magistrate hearing process; (b) eliminate lengthy processes designated to be handled by the City Manager and City Council; (c) create the Special Magistrate enforcement hearing procedure; and (d) provide clarification, modern practices, and additionally empower code enforcement officers to secure compliance and enforcement of public nuisance abatement; and

**WHEREAS**, the City Council hereby finds that this Ordinance serves legitimate government purposes, it is a permissible exercise of the City’s powers and authority, and benefits the health, safety, and welfare of the citizens of the City of Jacksonville Beach.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF JACKSONVILLE BEACH, FLORIDA:**

**SECTION 1. RECITALS AND LEGISLATIVE FINDINGS.** The above recitals and legislative findings are ratified, correct, and made a part of this Ordinance.

**SECTION 2. THAT THE TITLE AND SEC. 19-1 OF CHAPTER 19 – NUISANCES OF THE CODE OF ORDINANCES, CITY OF JACKSONVILLE BEACH, FLORIDA, ARE HEREBY AMENDED TO READ AS FOLLOWS.<sup>1</sup>**

Chapter 19 – PUBLIC NUISANCES ABATEMENT

**ARTICLE I. - IN GENERAL**

Sec. 19-1. – Public nuisance ~~D~~defined.

(1) For the purposes of this chapter, the word “public nuisance” is hereby defined as any person doing an unlawful act, or omitting to perform a duty, or suffering or permitting any condition or thing to be or exist, which act, omission, condition or thing either:

- (1)~~(1)~~a. Injures or endangers the comfort, repose, health or safety of others; or
- (2)~~(2)~~b. Offends decency; or
- (3)~~(3)~~c. Is offensive to the senses; or
- (4)~~(4)~~d. Unlawfully interferes with, obstructs or tends to obstruct, or renders dangerous for passage any public or private street, highway, sidewalk, stream, ditch, or drainage; or
- (5)~~(5)~~e. In any way renders ~~other person insecure in life or the use of property, or poses a hazard to people or property;~~ or
- (6)~~(6)~~f. Essentially interferes with comfortable enjoyment of life and property, or tends to depreciate the value of the property of others.

(2) The maintaining, using, placing, storing, keeping, depositing, leaving, or permitting to be or remain on any public or private property or appurtenances, structures, or fixtures of any of the following items, conditions or actions are hereby declared to be and constitute a public nuisance; provided, however, this enumeration shall not be deemed or construed to be conclusive, limiting or restrictive:

- a. Noxious growth and other rank vegetation such as weeds, grass, vines, palmetto scrub, or other similar vegetative growth to a height of 10 inches (10”) or more upon any property premises or land within a developed area of the City. For the purposes of this subsection, developed area shall mean any platted or occupied section of the City abutting a public right-of-way in which 25 percent (25%) of the lots in a block or tract have been developed by the building of a residential or commercial structure. In addition to the declaration of a nuisance in a developed area, the fire marshal may declare a lot a nuisance in an undeveloped area under the regulations of the Fire and Life Safety Code of the City of Jacksonville Beach, Florida as adopted by chapter 10 of this Code;
- b. Accumulation of trash, litter, debris, garbage, bottles, paper, cans, rags, dead or decayed animal matter; fruit, vegetables, bricks, concrete, scrap lumber or other building debris or other refuse of any nature;

<sup>1</sup> Revisions to the Code are indicated with ~~strikethrough~~ text to indicate deletions and underline text to indicate additions.

- c. Any condition which provides harborage for rats, mice, snakes, and other vermin;
- d. Any building or other structure which is in such a dilapidated condition that it is unfit for human habitation, or kept in such an unsanitary condition that it is a menace to the health of people residing in the vicinity thereof, or presents a more than ordinarily dangerous fire hazard in the vicinity where it is located;
- e. All unnecessary or unauthorized noises and annoying vibrations, including animal noises;
- f. All disagreeable or obnoxious odors and stenches, as well as the conditions, substances, or other causes which give rise to the emission or generation of such odors and stenches;
- g. The carcasses of animals not properly disposed after death;
- h. The pollution of any public well or cistern, stream, lake, canal, or body of water by sewage, dead animals wastes, or other substances;
- i. Any building, structure, or other place or location where any activity which is in violation of local, state, or federal law is conducted, performed, or maintained;
- j. Any accumulation of stagnant water permitted or maintained on any lot or piece of ground;
- k. Dense smoke, noxious fumes, gas, soot, or cinders;
- l. Neglect or failure to keep in a state of good repair any sidewalk, footway, or foot pavement situated upon any public lands lying immediately adjacent to the abutting private property by the party owning, occupying or having the custody of such abutting premise; or
- m. Stores, allows, or causes waste, debris, materials, or hazardous products in an open yard that is visible to the public.

**SECTION 3. THAT SEC. 19-2 OF CHAPTER 19 – NUISANCES OF THE CODE OF ORDINANCES, CITY OF JACKSONVILLE BEACH, FLORIDA, IS HEREBY AMENDED TO READ AS FOLLOWS.**

Sec. 19-2. -~~Illustrative enumeration~~ Enforcement official; right of entry.

~~The maintaining, using, placing, depositing, leaving or permitting to be or remain on any public or private property of any of the following items, conditions or actions are hereby declared to be and constitute a nuisance; provided, however, this enumeration shall not be deemed or construed to be conclusive, limiting or restrictive:~~

- (1) ~~Noxious growth and other rank vegetation such as weeds, grass, vines, palmetto scrub, or other similar vegetable growth to a height of ten (10) inches or more upon any premises or land within a developed area of the city. For the purposes of this subsection, developed area shall mean any platted or occupied section of the city abutting a public right of way in which twenty five (25) percent of the lots in a block or tract have been developed by the building of a residential or commercial structure. In addition to the declaration of a nuisance in a developed area, the fire chief may declare a lot a nuisance in an undeveloped~~

area under the regulations of the fire prevention code as adopted by section 10-1 of this Code;

- ~~(2) Accumulation of trash, litter, debris, garbage, bottles, paper, cans, rags, dead or decayed fish, fowl, meat or other animal matter; fruit, vegetables, offal, bricks, concrete, scrap lumber or other building debris or other refuse of any nature;~~
- ~~(3) Any condition which provides harborage for rats, mice, snakes and other vermin;~~
- ~~(4) Any building or other structure which is in such a dilapidated condition that it is unfit for human habitation, or kept in such an unsanitary condition that it is a menace to the health of people residing in the vicinity thereof, or presents a more than ordinarily dangerous fire hazard in the vicinity where it is located;~~
- ~~(5) All unnecessary or unauthorized noises and annoying vibrations, including animal noises;~~
- ~~(6) All disagreeable or obnoxious odors and stenches, as well as the conditions, substances or other causes which give rise to the emission or generation of such odors and stenches;~~
- ~~(7) The carcasses of animals or fowl not disposed of within a reasonable time after death;~~
- ~~(8) The pollution of any public well or cistern, stream, lake, canal or body of water by sewage, dead animals, creamery, industrial wastes or other substances;~~
- ~~(9) Any building, structure or other place or location where any activity which is in violation of local, state or federal law is conducted, performed or maintained;~~
- ~~(10) Any accumulation of stagnant water permitted or maintained on any lot or piece of ground;~~
- ~~(11) Dense smoke, noxious fumes, gas, soot or cinders, in unreasonable quantities;~~
- ~~(12) Neglect or failure to keep in a state of good repair any sidewalk, footway or foot pavement situated upon any public lands lying immediately adjacent to the abutting private property by the party owning, occupying or having the custody of such abutting premises.~~

The building official and code enforcement officer(s) are designated as the enforcement officials of this section and the building official or designee are delegated the authority to enforce the provisions of this section, including the authority to inspect, issue orders to cause any violation of this chapter to be terminated, suppressed, and abated, and impose a lien upon any lot, tract, or parcel of benefited property for the actual costs of terminating, suppressing, and abating such violation.

- (1) *Right of entry.* The building official, designees, and code enforcement officer(s) shall have the right of entry upon real property and shall be immune from prosecution, civil or criminal, for trespass upon real property while in discharge of their duties in enforcing the provisions of this section. The same immunity shall inure to the fire marshal, City engineer, and all City employees acting under this section, their authorized agents, assistants, and contractors employed on behalf of the City in connection with such enforcement.

**SECTION 4. THAT SEC. 19-3 OF CHAPTER 19 – NUISANCES OF THE CODE OF ORDINANCES, CITY OF JACKSONVILLE BEACH, FLORIDA, IS HEREBY AMENDED TO READ AS FOLLOWS.**

Sec. 19-3. - Notice to owner to remove, suppress or abate; contents.

Whenever it is made to appear to the ~~city manager~~ building official and/or code enforcement officer(s) after investigation that a nuisance exists within the eCity, ~~he~~ they shall ~~forthwith~~ prepare an estimate of the total cost of removing, suppressing, or abating the nuisance, and cause to be served upon the person owning, occupying, or having the care or custody of any ~~lot or parcel of land~~ premises upon or in connection with such nuisance a written notice to remove, suppress, or abate the nuisance within ~~twenty~~ (20) days after service of the notice, which notice shall:

- (1) Describe the prohibited act, occurrence or condition, in sufficient detail to plainly identify same;
- (2) State the legal description of the property on which the same exists or is maintained;
- (3) State the estimated total cost which will in the opinion of the ~~city manager~~ building official and/or code enforcement officer(s) cover the total cost of removing, suppressing, or abating same;
- (4) The proportion of such cost proposed to be borne by the eCity, if any;
- (5) The proportion of such estimated amount which shall be borne by the owner or occupant of the premises involved;
- (6) State that unless such prohibited act, occurrence, or condition has been effectively removed, suppressed, or abated on or before the time stated in the ~~twenty~~ 20-day notice, the eCity will remove, suppress, or abate the same and assess the cost of so doing, or such proportion thereof as it may deem equitable and just, against the owner or occupant of the premises involved, provided such assessment shall in no event exceed the proportion of the estimated amount set forth in the aforementioned notice to be borne by the owner or occupant of the premises involved; and
- (7) That such notice shall be served by hand delivery or certified mail, return receipt requested, upon the owner, occupant, or person having the care or custody of the particular property involved, if he be found upon the premises or within the eCity, and in case the owner, occupant, or custodian, cannot be found within the eCity after reasonable and diligent inquiry, such notice shall be posted in a conspicuous place upon the premises and a copy thereof mailed to the last known address or the address provided in official tax records of such owner, occupant, ~~or person, or agent~~ having the care or custody of the land involved.

**SECTION 5. THAT SEC. 19-4 OF CHAPTER 19 – NUISANCES OF THE CODE OF ORDINANCES, CITY OF JACKSONVILLE BEACH, FLORIDA, IS HEREBY AMENDED TO READ AS FOLLOWS.**

Sec. 19-4. – Hearings; hearing notices; conduct of hearings; Special Magistrate designated.

The City's Special Magistrate shall have authority to hold hearings and assess fines against property owners and issue orders having full force of law in accordance with this chapter. Any person, owning or occupying the property abated, removed or otherwise interested suppressed, who objects to the proposed removal, suppression or abatement, or levy of a special assessment under this chapter, must present in writing to the ~~city manager~~ building official and/or code enforcement officer(s), his/her objections, within ~~ten~~(10) days of delivery of the mailing or posting of the notice and must request a hearing before the ~~city council~~ Special Magistrate as provided in Ch. 2, Art. VI, Sec. 2-170, ~~or the person shall have deemed to have consented thereto.~~ The hearing shall be on the first regularly scheduled meeting following the request for the hearing. Failure to request a hearing or to appear before the Special Magistrate within the prescribed time shall be deemed a waiver of the property owner's rights to appeal administrative action of the City or Special Magistrate to abate the nuisance. After the hearing, the ~~city council~~ Special Magistrate, in the exercise of its his/her discretion, may revise, modify, or abandon the proposed action or order any additional action. Action may also be brought in circuit court for abatement of a public nuisance. In addition to lien rights, the City may apply to the court for a money judgment against the property owner for the City's cost to abate the nuisance. The building official and code enforcement officer(s) may initiate any proceeding allowed under this chapter.

- (1) The clerk for the Special Magistrate shall schedule the hearings and the code enforcement officer(s) shall issue hearing notices: (a) by sending written notice of the hearing to the owner and/or operator by certified mail, return receipt requested; or (b) by hand delivering the written notice to the owner and/or operator of the premises at their last known address at least 15 calendar days prior to the scheduled hearing. If an attempt to serve notice upon the owner and/or operator by hand delivery or certified mail is unsuccessful, service of the notice of the hearing may be made by posting as provided in Section 162.12(2)(b), Florida Statutes, such posting to take place not less than 10 days before the scheduled hearing date. The owner and/or operator shall be responsible for providing notice, to any tenant, lessee, or lessor, of the hearing.
- (2) Notice of hearing. The notice of hearing shall include:
  - a. Statement of the time, place, and nature of the hearing;
  - b. Statement of the legal authority and jurisdiction under which the hearing is to be held;
  - c. Reference to the particular sections of the statutes and/or ordinances involved; and
  - d. Short and plain statement of facts summarizing the incidents complained.
- (3) Conduct of hearings:
  - a. City staff shall present evidence before the Special Magistrate.
  - b. The alleged violator and the City shall have an opportunity to present evidence and argument on all issues involved, conduct cross examination, submit rebuttal evidence, and to be represented by legal counsel.
  - c. The Special Magistrate may consider any evidence, including evidence of the general reputation of the place or premises. All testimony shall be given

- under oath and shall be recorded. Formal rules of evidence shall not apply, but fundamental due process shall govern the proceedings. Orders of the Special Magistrate shall be based upon competent and substantial evidence.
- d. The City shall have the burden of proving the existence of an unlawful public nuisance by the greater weight of the evidence.
  - e. If the alleged violator(s) has been properly noticed in regard to the hearing before the Special Magistrate and fails to appear, the board may proceed with a hearing in absentia on the merits of the alleged violation. Any findings or orders resulting from such hearing are valid and binding upon the owner and/or operator.

**SECTION 6. THAT SEC. 19-5 OF CHAPTER 19 – NUISANCES OF THE CODE OF ORDINANCES, CITY OF JACKSONVILLE BEACH, FLORIDA, IS HEREBY AMENDED TO READ AS FOLLOWS.**

**Sec. 19-5. – Abatement by city Appeals.**

~~If at the time specified in the notice of section 19-3, the nuisance has not been removed, suppressed or abated, the city manager shall remove, suppress or abate the nuisance referred to in the notice according to the terms set forth in the notice~~ An aggrieved party, including the City, may appeal a final administrative order of the Special Magistrate to the circuit court of Duval County. Such an appeal shall not be a hearing de novo but shall be limited to appellate review of the record created before the Special Magistrate. An appeal shall be filed within 30 days of the date of execution of the order being appealed. The filing of an appeal shall not constitute an automatic stay of the proceedings or abatement of the nuisance without further action by the court.

**SECTION 7. THAT SEC. 19-6 OF CHAPTER 19 – NUISANCES OF THE CODE OF ORDINANCES, CITY OF JACKSONVILLE BEACH, FLORIDA, IS HEREBY AMENDED TO READ AS FOLLOWS.**

**Sec. 19-6. - Levy of special assessment lien against property to finance and defray costs Removal, suppression and abatement of public nuisance by City.**

~~The city council shall, as soon as practicable and within thirty (30) days after the completion of work as authorized in this chapter, ascertain and determine the actual cost thereof and the respective portions to be borne by the city if any, and the owners or occupants of the property involved and thereupon, by resolution, fix, levy and impose a special assessment against the property involved at an amount not exceeding either the actual cost of the work, or the estimated special assessment stated in the notice, which notice shall specify the following:~~

- ~~(1) Description of the work performed;~~
- ~~(2) Date of completion;~~
- ~~(3) Total cost;~~
- ~~(4) The proportion of such cost to be financed and defrayed by special assessment;~~
- ~~(5) The unit or basis for distribution the amount to be specially assessed among the several parcels of property where more than one parcel is liable for assessment;~~

- ~~(6) The fact that a lien has been assessed by the city with a complete schedule or breakdown of the specific amount of special assessment levied and imposed against and upon each respective particular parcel of property involved, showing in detail the description of the property, name of owner and amount of assessment as severally and respectively levied and imposed;~~
- ~~(7) That such liens shall bear interest at rate of eight (8) percent per annum unless paid within thirty (30) days after publication of such resolution;~~
- ~~(8) That the city clerk shall forthwith have prepared and entered in a lien book maintained in his office as an official record, the amount of such lien assessed against each parcel of property, the date of completion of such work and such other information as may be deemed appropriate;~~
- ~~(9) That the city clerk shall cause the resolution to be published by posting, or publication in a newspaper, as required by law;~~
- ~~(10) That the city shall have, assert and possess a lien, superior to all other claims, except taxes, against and upon the property as therein described for the respective amounts of such special assessments as indicated above, together with interest and costs of collection;~~
- ~~(11) Commanding the tax collector to enforce collection thereof.~~

If at the time of issuance specified in the notice of section 19-3, the nuisance has not been removed, suppressed, or abated, the building official and/or code enforcement officer(s) shall take any necessary action to remove, suppress, or abate the nuisance referred to in the notice according to the terms set forth in the notice.

**SECTION 8. THAT THE CODE OF ORDINANCES, CITY OF JACKSONVILLE BEACH, FLORIDA IS HEREBY AMENDED BY ADDING A SECTION, TO BE NUMBERED SEC. 19-7 OF CHAPTER 19, WHICH SAID SECTION SHALL READ AS FOLLOWS.**

Sec. 19-7. - Levy of special assessment lien against property to finance and defray costs incurred by City.

All costs incurred by the City to cure any violation of this article shall be a special assessment lien against the property and shall be charged and billed to the violator of this article. The Special Magistrate shall, as soon as practicable and within 30 days after the completion of work as authorized in this chapter, ascertain and determine the actual cost thereof and the respective portions to be borne by the City, if any, and the owners or occupants of the property involved and thereupon, fix, levy, and impose a special assessment against the property involved at an amount not exceeding either the actual cost of the work, or the estimated special assessment stated in the notice, which notice shall specify the following:

- (1) Description of the work performed;
- (2) Date of completion;
- (3) Total cost;

- (4) The proportion of such cost to be financed and defrayed by special assessment;
- (5) The unit or basis for distribution of the amount to be specially assessed among the several parcels of property where more than one parcel is liable for assessment;
- (6) The fact that a lien has been assessed by the City with a complete schedule or breakdown of the specific amount of special assessment levied and imposed against and upon each respective particular parcel of property involved, showing in detail the description of the property, name of owner, and amount of assessment as severally and respectively levied and imposed;
- (7) That such liens shall bear interest at the legal rate unless paid within 30 days after the special assessment is imposed;
- (8) That the City clerk shall forthwith have prepared and entered in a lien book maintained in his/her office as an official record, the amount of such lien assessed against each parcel of property, the date of completion of such work, and such other information as may be deemed appropriate;
- (9) That the City clerk shall cause the assessment of lien to be published by posting, or publication in a newspaper, as required by law;
- (10) That the City shall have, assert, and possess a lien, superior to all other claims, except taxes, against and upon the property as therein described for the respective amounts of such special assessments as indicated above, together with interest and costs of collection;
- (11) Commanding the tax collector to enforce collection of the assessment and instruct the clerk to take any necessary actions to record and enforce the lien.
- (12) All liens may be foreclosed by the City.

**SECTION 9. THAT THE CODE OF ORDINANCES, CITY OF JACKSONVILLE BEACH, FLORIDA IS HEREBY AMENDED BY ADDING A SECTION, TO BE NUMBERED SEC. 19-8 OF CHAPTER 19, WHICH SAID SECTION SHALL READ AS FOLLOWS.**

Sec. 19-8. - Article construction.

All powers and rights conferred by this article shall be in addition to and supplemental to those conferred by any other general or special laws governing public nuisances and shall be liberally construed to effectuate the purpose of this article. Nothing contained in this article shall

prohibit the City of Jacksonville Beach from abating such public nuisances by any other means. This section does not restrict the right of any person to proceed under Section 60.05, Florida Statutes, against any public nuisance.

Secs. 19-79 - 19-20. - Reserved.

**SECTION 10. THAT SEC. 19-22 OF CHAPTER 19 – NUISANCES OF THE CODE OF ORDINANCES, CITY OF JACKSONVILLE BEACH, FLORIDA, IS HEREBY AMENDED TO READ AS FOLLOWS.**

Sec. 19-22. - Violation.

- (a~~1~~) *Violation.* It shall be unlawful and a violation of this article for a human sign spinner to display a human commercial advertising sign while standing or sitting on public property or on public rights-of way, by waving, twirling, spinning or otherwise using some form of action or movement in a manner whereby a commercial advertising message is directed or oriented in whole or in part to any passing motorist or vehicular traffic transiting nearby on an adjoining street or highway.
- (b~~2~~) *Separate violation.* Each day that a violation of this article occurs at a location on public property or on public rights-of-way shall be deemed a separate violation for purposes of the remedies, fines and penalties set forth herein. If a violation of this article occurs on the same day at a location on public property or on public rights-of-way that is more than ~~one hundred (100) feet~~ (100') from any other location where a violation of this article has occurred on the same day, then the violation shall be considered a separate violation for the purpose of the remedies, fines and penalties set forth herein even though the violation occurred on the same day.

**SECTION 11. THAT SEC. 19-23 OF CHAPTER 19 – NUISANCES OF THE CODE OF ORDINANCES, CITY OF JACKSONVILLE BEACH, FLORIDA, IS HEREBY AMENDED TO READ AS FOLLOWS.**

Sec. 19-23. - Remedies, fines and penalties.

- (a~~1~~) Each person that holds or controls a human commercial advertising sign in violation of this article shall be responsible for a civil fine and penalty as provided for in section 2-174 of the Jacksonville Beach Code of Ordinances.
- (b~~2~~) The Jacksonville Police Department and any and all designated code enforcement officers are authorized to issue a citation to a person when, based upon personal investigation, there is reasonable cause to believe that the person has committed a violation of this article. A warning notice is not required for the issuance of a citation for a violation of this article.
- (e~~3~~) In addition to the remedies set forth ~~above~~ in this article, the City of Jacksonville Beach may seek injunctive or other available civil relief from ~~a court of competent~~

the Special Magistrate as provided in Ch. 2, Art. VI, Sec. 2-170 to compel enforcement of the provisions of the article.

**SECTION 12. CONFLICTING ORDINANCES AND ACTS.** All ordinances and resolutions previously adopted or entered into by the City that are in conflict with this Ordinance are repealed to the extent inconsistent herewith

**SECTION 13. SEVERABILITY.** If any section, subsection, clause or provision of this Ordinance is held invalid, the remainder shall not be affected by such invalidity.

**SECTION 14. CODIFICATION.** The City Council intends that this Ordinance will be made a part of and codified in the City of Jacksonville Beach Code of Ordinances.

**SECTION 15. EFFECTIVE DATE.** This Ordinance will immediately take effect upon its adoption by the City Council.

**AUTHENTICATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D., 2020.**

\_\_\_\_\_  
William C. Latham, Mayor

\_\_\_\_\_  
Laurie Scott, City Clerk

MEMORANDUM

TO: Michael J. Staffopoulos, City Manager  
FROM: Chris Ambrosio, City Attorney  
SUBJECT: Ordinance No. 2020-8148 creating a new City Code of Ordinances Chapter 20 – Parks, Recreation, and Beach  
DATE: August 7, 2020

BACKGROUND

Currently, the City Code of Ordinances has a vacant Chapter 20 – Parks and Recreation. The City Attorney, Parks and Recreation Department, and Police Department, suggest that a new Chapter 20 – Parks, Recreation, and Beach be created and codified. The new Chapter will: (a) provide both uniform and park specific local laws, rules, and regulations; (b) codify specified authority and enforcement action to specifically address operations, concerns, and issues that the Parks and Recreation and Police Departments encounter; (c) establish governing management mechanisms to protect City parks, park facilities, and public park users; and (d) create an enforcement provision for violators and trespassers. The public should be aware of and provided plainly codified rules and regulations for park use. This Ordinance serves a public purpose to provide guests and citizens of the City with hospitable, safe, and clean public environments and facilities in which to engage in recreational, leisure, and sporting activities.

At the Council Briefing on August 3, 2020, Council asked whether the Splash Pad would be incorporated into Chapter 20. In the past, the Splash Pad season began the weekend of Memorial Day and ended the weekend of Labor Day. Currently, the Parks and Recreation Department has extended the season to run through the end of October. Next year, the daily water chemical maintenance will be performed by a contractor, versus reliance on limited staff availability, which will provide greater flexibility in adapting to seasonal demands. The Parks and Recreation Department recommends that the Splash Pad is not expressly included in the new Chapter 20 at this time.

REQUESTED ACTION

**Adopt/Deny** Ordinance No. 2020-8148 creating a new City Code of Ordinances Chapter 20 – Parks, Recreation, and Beach.

Introduced by: \_\_\_\_\_  
1st Reading: \_\_\_\_\_  
2nd Reading: \_\_\_\_\_

**ORDINANCE NO. 2020-8148**

**AN ORDINANCE TO CREATE CHAPTER 20 “PARKS, RECREATION, AND BEACH,” AND ASSOCIATED SECTIONS OF THE CODE OF ORDINANCES OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, TO PROVIDE UNIFORM AND PARK SPECIFIC CODIFIED LOCAL LAWS, RULES, AND REGULATIONS AND SPECIFIED AUTHORITY AND ENFORCEMENT ACTIONS CONCERNING THE CITY’S PARKS, PARK PROPERTIES, AND BEACH; PROVIDING FOR LEGISLATIVE FINDINGS, REPEAL OF CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.**

**WHEREAS**, the City of Jacksonville Beach (“City”) has the authority to adopt this Ordinance pursuant to Art. VIII, § 2 of the Constitution of the State of Florida; and Chapter 166, Florida Statutes; and

**WHEREAS**, the City Code of Ordinances Chapter 20 “Parks and Recreation” is currently a vacant Chapter with no articles or sections, and serves no meaningful or useful purpose for the City, residents, and the public; and

**WHEREAS**, a proper Chapter 20 is needed to include codified local laws, rules, regulations, authority, and enforcement actions concerning operations and management of the City’s parks, park properties, and beach; and

**WHEREAS**, such a new Chapter 20 will provide the City Parks and Recreation Department and employees, the Police Department, park users, and the public with explicit codified guidance, regulation, and enforcement provisions to manage and protect City parks and beach; and

**WHEREAS**, a new Chapter 20 will in substantial part: (a) provide both uniform and park specific local laws, rules, and regulations; (b) codify specified authority and enforcement action to specifically address operations, concerns, and issues that the Parks and Recreation, and Police Departments encounter; (c) establish governing management mechanisms to protect City parks, park properties, and public park users; and (d) create an enforcement provision for violators and trespassers; and

**WHEREAS**, the City Council hereby finds that this Ordinance serves legitimate government purposes, it is a permissible exercise of the City’s powers and authority, and benefits the health, safety, and welfare of the citizens of the City of Jacksonville Beach and serves to protect and preserve City parks, park property, and the beach for the benefit of the public and citizens.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF JACKSONVILLE BEACH, FLORIDA:**

**SECTION 1. RECITALS AND LEGISLATIVE FINDINGS.** The above recitals and legislative findings are ratified, correct and made a part of this Ordinance.

**SECTION 2. THAT THE TITLE OF CHAPTER 20 “PARKS AND RECREATION” OF THE CODE OF ORDINANCES, CITY OF JACKSONVILLE BEACH, FLORIDA, IS HEREBY AMENDED TO READ AS FOLLOWS.<sup>1</sup>**

Chapter 20 - PARKS, ~~AND~~ RECREATION, AND BEACH.

**SECTION 3. THAT THE CODE OF ORDINANCES, CITY OF JACKSONVILLE BEACH, FLORIDA IS HEREBY AMENDED BY ADDING TO CHAPTER 20 ARTICLES TO BE NUMBERED “I THROUGH V,” AND ADDING SECTIONS WITHIN SAID ARTICLES TO BE NUMBERED “20-01 THROUGH 20-20,” WHICH SAID ARTICLES AND SECTIONS SHALL READ AS FOLLOWS.**

**ARTICLE I. – DEFINITIONS**

**Sec. 20-01. - Definitions.**

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

Authorized or authorization means that the City Manager or Director of the City Parks and Recreation Department must officially approve and authorize requests. Authorized and Authorization entails an electronic or written letter, confirmation, or memorandum granting the request.

Beach or public beach means all that part of the Atlantic Ocean beach lying between the bulkhead line on the west and the Atlantic Ocean on the east and extending to the City limits on the north and the south. The area includes the beach walkovers and beach access points.

City means City of Jacksonville Beach, Florida.

Department means the City Parks and Recreation Department.

Director means the Director of the City Parks and Recreation Department.

Golf Course means the City of Jacksonville Beach Golf Course and all its facilities and grounds located at 605 Penman Road South, Jacksonville Beach, Florida.

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<sup>1</sup> Revisions to the Code are indicated with ~~strikethrough~~ text to indicate deletions and underline text to indicate additions.

Organized activity means any planned recreational activity or game having formal organization or structure, or any activity or game affiliated with membership in an organization such as a school, social organization, or sports league. Organized activity shall not mean informal or casual “pick-up” recreational activity or games, occurring without regularity or occurring spontaneously or by chance.

Park means a park, playground, recreational center or any other area in the City, owned or used by the City, and devoted to active or passive recreation.

Park property means all areas, buildings, locations, and facilities described in the definition of parks.

Park roads means all surfaced areas designated for vehicular traffic, and passing through any legally defined park or recreational area or any part thereof.

Parking area means any designated part of any park road, drive or special area contiguous thereto set apart for the temporary parking, standing, or stationing of a vehicle.

Person means any individual regardless of age or gender, corporation, company, association, club, society, league, or group that utilize parks and park property.

Vehicle means any wheeled conveyance, whether motor powered (such as an automobile, truck, motorcycle, scooter, or moped), or self-propelled (such as a bicycle or tricycle). The term shall include any trailer in tow of any size, kind, or description. Exception is made for baby carriages, motorized and non-motorized devices required to allow reasonable access to parks or park facilities for persons with disabilities, and vehicles in the service of the parks.

## **ARTICLE II. - GENERAL**

### **Sec. 20-02. - Surveys of facilities.**

The City Manager or designee is hereby authorized and directed to conduct and maintain current surveys of all parks and recreational facilities of the City. At each location, he/she shall locate and designate all areas which have a specialized function, such as picnic areas, pavilions, athletic courts, beaches, playgrounds, or baseball diamonds.

### **Sec. 20-03. - Interference with personnel.**

No person shall interfere with, hinder, or oppose any officer, agent, or employee of the City in the discharge of such officer’s, agent’s, or employee’s duties or with the regulation and enforcement of the beach and park regulations and rules.

### **Sec. 20-04. - Violation of closing hours.**

No person shall enter or remain on the beach or in parks or on park property without a permit during closing hours. No person shall enter or remain on the beach or in parks or recreational facilities after such person receives notice of the closing hours from a City employee

acting within the scope of his/her official duties. No person who has violated a park rule shall remain on the beach or in a park or recreational facility after a police officer, sheriff's deputy, or City employee acting within the scope of his/her official duties, requests such person to leave or vacate a park or park property.

### **ARTICLE III. - USE REGULATIONS**

#### **Sec. 20-05. – Personal responsibility; necessity for rules and regulations.**

It is the responsibility of each person to conduct and participate in recreational activities and athletic events at the parks and on park property in such a manner so as to prevent injury or loss of life to any person including himself/herself. Therefore, for the public safety, it is necessary to prescribe rules and regulations to govern recreational activities and athletic events in parks and on public beaches.

#### **Sec. 20-06. - Authority to regulate beaches and park property.**

(1) The City Manager is empowered to exercise discretion to regulate the time, place, and manner in which the public beaches, park property, or any portion thereof, are to be used by the public and to authorize the posting of signs regulating public use. In so doing, the City Manager is to give due regard to the safety and preservation of public property, the number of persons who can be safely protected and safeguarded at the particular location, and the public health, safety and welfare. City Manager directions given pursuant to the authority contained in this section are declared to have the effect of local law and shall be enforced by the City police officers and employees.

(2) Each park shall have at least one prominently posted sign that states the hours of operation for that park.

#### **Sec. 20-07. - Domestic animals.**

(1) Other than as specifically provided for below, in those park areas where dogs are allowed, the dogs shall at all times be restrained and on adequate leashes as set forth in Chapter 5 of this Code of Ordinances, and all other pets shall be under constant physical control of a person.

(2) At Paws Dog Park only, there are areas designated for dogs off leash. Dogs in these designated areas must be accompanied by their owner, be under vocal control, and not cause a public nuisance, safety hazard, or harass wildlife.

(3) In the case of dog and other pet defecation on the beaches or park property, the owner or person in charge or in control of the dog or other pet shall immediately remove all feces deposited by such animal and dispose of same in a sanitary manner as set forth in Chapter 5 of this Code of Ordinances.

(4) Notwithstanding the restrictions described in this section, animals engaged in training to provide assistance to an individual with a disability, or animals individually trained to provide assistance to an individual with a disability, shall be permitted in all public areas and

public facilities. The accommodation of service animals as provided for herein shall at all times be in accordance with the Americans with Disabilities Act of 1990 (ADA), 42 USCA § 12101 et. seq., and Section 413.08, Florida Statutes.

**Sec. 20-08. – Traffic regulations.**

Applicable state vehicle traffic laws as contained in Chapter 316, Florida Statutes, shall apply in and about all parks, park property, roads, and areas, and in addition thereto the following rules shall be applicable on roads and driveways within City parks:

(1) No person driving, operating, controlling, or propelling any vehicle shall use any road or driveway other than the regularly designated park roads or driveways, except when directed to do so by a law enforcement officer, directional signs, or a Department employee.

(2) The operator of any vehicle must obey all signs in regard to speed limits, danger, director of traffic, and other traffic rules specifically applicable in park areas.

(3) All law enforcement officers and Department employees are hereby authorized and instructed to direct traffic whenever and wherever needed in the parks and recreation areas. All persons shall comply with any lawful order, signal, or direction of law enforcement officers and Department employees.

(4) No person shall drive a vehicle at a speed greater than is reasonable or prudent, having due regard for the surface, width, and condition of paving and the traffic thereon. All motorized vehicles shall give right-of-way to pedestrians or self-propelled vehicles. Maximum speed shall be 15 miles per hour in all parks.

(5) No person shall cause any vehicle to enter any park except through the designated park entrance, except for authorized emergency vehicles when conditions warrant.

(6) No vehicle shall be driven on the beach without permitted approval by the City.

**Sec. 20-9. – Parking; servicing, washing of vehicles.**

(1) No person shall park a vehicle on park property other than in the designated parking areas or at designated times provided for that particular type of vehicle, unless directed otherwise by law enforcement officers, Department employees, or as authorized by the City.

(2) No person shall double-park any vehicle at any time on any road, parkway, or parking area, unless so directed by a law enforcement officer or Department employee.

(3) No person shall park or station any vehicle in any zone designated and marked “no parking” or otherwise marked for restricted use.

(4) No vehicle shall be left overnight in any park or beach parking lot area unless authorized by the City Manager or designee, Director, or in emergencies.

(5) No person shall change any parts, repair, wash, grease, or perform other maintenance on a vehicle on any park property except in emergencies.

**Sec. 20-10. - Organized activities or potentially dangerous games.**

(1) No person shall engage in any rough or potentially dangerous activity.

(2) Use of park property is limited to its intended use only, unless permission is granted in writing by the City Manager or designee. Skateboarding shall be governed by this section and in accordance with Section 20-18 of this Code, as amended from time to time.

(3) No person shall trespass on or use athletic fields that are posted for use by permit only without a valid permit.

(4) No person shall play golf or use golf balls and clubs within any park areas or on the public beaches, with the exception of the Golf Course.

**Sec. 20-11. – Alcohol and intoxicating substances.**

No person shall consume any alcoholic beverage of any form on any park property, except as permitted by an alcoholic beverage special event permit as provided for in Chapter 19.5 of this Code of Ordinances. This prohibition shall not apply to any prohibition within a public building when rented to private parties, or to the Golf Course, when the sale or consumption of alcoholic beverages has been authorized by the terms of any lease or other agreement approved by the City council, or to events held pursuant to an alcoholic beverage special event permit. Furthermore, no person under the influence of alcohol, any chemical substance set forth in Section 877.111, Florida Statutes, or any controlled substance under Chapter 893, Florida Statutes, to the extent that the person’s normal faculties are impaired will be permitted entry to park properties; and any person so doing, if discovered therein, will be subject to immediate expulsion from City property and reported to law enforcement authorities.

**Sec. 20-12. – Reserved.**

**ARTICLE IV – ATLANTIC OCEAN BEACH**

**Sec. 20-13. – Atlantic Ocean beach defined.**

As used in this Article, the term “Atlantic Ocean beach” shall mean that portion of the City contiguous to the Atlantic Ocean dedicated to the use of the public for recreation and extending from the easterly-ocean bluff line west to the City limits. As used herein, the “ocean bluff line” is the easternmost projection of the top edge of the natural vegetated ocean bluff or dune which meanders along the shore of the Atlantic Ocean, or as established by a United States Coast and Geodetic Survey. In the absence of a clearly defined or recognizable bluff or dune, the City may elect to establish an ocean bluff line by measuring west or westerly a distance of 60 feet (60’) from the full moon high tide.

**Sec. 20-14. – Prohibited activities on Atlantic Ocean beach.**

- (1) No person shall be nude. Appropriate attire and covering is required.
- (2) No glass.
- (3) No swimming or bathing except between such hours of the day as shall be designated or posted by the Department for such purposes.
- (4) No disobeying rules posted by the City, Ocean Rescue, or the City Manager or designee.
- (5) No illegal drugs, alcoholic beverages, or unpermitted weapons.
- (6) No open fires, campfires, grills, or other cooking or heating devices.
- (7) No fireworks, as defined by Section 791.01, Florida Statutes, with the exception of City authorized and permitted public displays of fireworks.
- (8) No unauthorized person shall enter, occupy, or use in any manner any lifeguard stand, station, or other City lifesaving equipment at any time.
- (9) No persons or pets shall wash or be washed, with soap or other cleaners, in any swimming area or any other public waters, including but not limited to beaches, public showers, storm water, lakes or streams.
- (10) No unleashed dogs at any time. Dogs on leashes are permitted to be on the beach at any hour from October 1 through March 31; and during the hours of 5:00 P.M. through 9:00 A.M., from April 1 through September 30.
- (11) No person shall place or deposit, or permit to be placed or deposited, any human waste on the Atlantic Ocean beach.
- (12) Unless permitted by the City, no person shall park or operate any motor vehicle on the Atlantic Ocean beach. This prohibition excludes authorized City and emergency vehicles.

**ARTICLE V – PARK RULES AND REGULATIONS**

**Sec. 20-15. – General park rules and regulations.**

- (1) Applicable Parks. The following parks are included in this Article:

12<sup>th</sup> Avenue South Park  
Carver Center  
Cradle Creek Preserve  
Gonzales Park  
Huguenot Park

Oceanfront Park  
Paws Dog Park  
Penman Park  
Rotary Park  
Seawalk Pavilion and Latham Plaza  
South Beach Park and Sunshine Playground  
Tall Pines Park  
Wingate Park

(2) Hours. The hours of operation for each City park, as may be amended from time to time, are from sunrise to sunset, except for Paws Dog Park, which opens at 5:00 A.M. and closes at 10:00 P.M.

(3) Prohibited activities. It shall be unlawful for any person to do any of the following in any park area or any other areas officially designated by the City Council as a park and posted as such unless specifically permitted by the appropriate authorization received from the City Manager and issued pursuant to this article, except for activities of the City which are undertaken within the scope of its governmental authority:

- a. Trespass when the park is closed.
- b. Camp overnight.
- c. Purchase, sell, offer, possess, or consume any alcoholic beverages, except in accordance with a special event and supplemental alcohol permit as provided in Chapter 19.5 of this Code of Ordinances.
- d. Cook foodstuff on grills other than those public grills provided by the City for that purpose. Persons may utilize grills provided by the City only for cooking in the designated park areas. No fires or food preparation is allowed that pose a hazard to public property or the general public.
- e. Set or stoke a fire, except for City-authorized prescribed burns or those fires set or stoked in designated City grills, where they are provided, and said fire shall not be allowed if it poses a hazard to public property or the general public.
- f. Litter, dump, or fail to remove all trash in the nature of boxes, papers, cans, bottles, garbage, and other refuse left or caused in the use of a park. If no trash receptacles are provided, then refuse and trash shall be carried away from the park area by the park user to be properly disposed of elsewhere.
- g. Engage in the defacing, destruction, removal, or alteration of any park facility, structure, grounds, or equipment.
- h. Construct or erect any hut, shanty, or other shelter. Park users may set up a temporary sun/shade apparatus up to 10 feet by 10 feet (10' x 10') in size. Such apparatus must be made of flexible material, and any support lines which extend beyond the length and width of the covering, must be flagged for visibility and cannot be within 15 feet (15') of any game court, sports field, or children's play equipment. No sun/shade apparatus shall remain in place overnight in any park.

- i. Disturb the natural surface of the ground in any manner unless authorized in writing by the City Manager and done in accordance with a City-initiated land management activity.
- j. Erect or affix signs to any tree, post, pole, fence, or park facility or grounds except as provided by City ordinance, or through an approved facility use contract authorized by the City Manager.
- k. To bring or otherwise allow any cat, dog, or other animal into any park area, except in a public parking area or registered dogs in Paws Dog Park, walkways adjacent to a park, or where otherwise clearly marked by signs expressly permitting domestic animals in that area. Service animals that are specially trained and actively engaged in service to assist the handicapped are exempted from this section.
- l. To allow privately owned animals to discharge or deposit waste. All owners or others in charge of privately owned animals shall remove their animal waste from the park grounds, and may deposit animal waste in park trash receptacles.
- m. To disturb or remove any plant, wildlife, animal, bird, or egg located above, upon, or below the surface of the park grounds, or to allow any privately owned animal to do so unless specifically authorized in writing by the City Manager.
- n. To launch, throw, hurl, or otherwise propel an arrow, spear, BB, pellet, slingshot, javelin, or other dangerous object. This part shall not be used or interpreted to regulate firearms, ammunition, or components thereof as defined in Chapter 790, Florida Statutes.
- o. Use roller skates, roller blades, or skateboards, except on park facilities specifically designated for this purpose.
- p. Use public restrooms to shave, bathe, and/or shower, unless shower facilities are specifically provided for public use.
- q. Sleep on park benches, tables, or under any covered areas or pavilion.
- r. Store personal goods or property on park property.
- s. Loiter.
- t. Bathe or otherwise be, use or remain in a water or drinking fountain and/or its reservoir or to allow any privately owned animal to do so.
- u. Discharge or deposit human waste, except in toilet facilities provided by the City.
- v. Engage in the sale, rental, delivery, demonstration, display, or offering as a business promotion any item or service for any non-City sponsored function(s), except as otherwise permitted for special events as provided by Chapter 19.5 of this Code of Ordinances or administrative rule.
- w. Use any park property for non-City sponsored fundraising activities, except as otherwise permitted for special events as provided in Chapter 19.5 of this Code of Ordinances.
- x. Engage in gambling, conduct raffles, bingo games, or card games for money or donations for prizes or any other forms of gambling, whether the activity is for charity or otherwise.

- y. Play or operate any radio, stereo, public address system, or any other sound emitting device in such a manner that the sound produced is audible at a distance of greater than 100 feet (100'), unless otherwise permitted for special events as provided in Chapter 19.5 of this Code of Ordinances, except that no action shall be taken to enforce this part until a warning to cease such violation has been issued by a person authorized to enforce this chapter and the violator continues such violation.
- z. Refuse to vacate any pavilion, table, building, or other portion of a park area that is permitted for the exclusive use of another party as provided by a special event permit or temporary rental agreement authorized by the City.
- aa. Smoke, vape, or use tobacco products in any park, park property, athletic area, playground area, or indoor facility.
- bb. Drive any vehicle on any all-purpose field, including the Golf Course, with the exception of carts and devices allowed by the Golf Course staff.

**Sec. 20-16. - Huguenot Tennis Center (HTC).**

(1) Fees. Charges for the use of the tennis courts at HTC shall be by resolution approved by the City Council.

(2) Hours of operation:  
Monday - Friday 9:00 A.M. - 12:00 P.M.; and 3:00 P.M. - 9:00 P.M.  
Saturday and Sunday 9:00 A.M. - 5:00 P.M.  
(The courts may be closed to the public during tournaments or special events).

(3) Fiscal Year Holiday Hours:  
Independence Day - 8:00 A.M. - 1:00 P.M.  
Labor Day – OPEN  
Columbus Day – OPEN  
Veteran’s Day – OPEN  
Thanksgiving – Closed  
Friday after Thanksgiving – Closed  
Christmas Eve – Closed  
Christmas Day – Closed  
New Year’s Eve – 9:00 A.M. - 2:00 P.M.  
New Year’s Day – Closed  
Martin Luther King Day – OPEN  
Easter – Closed  
Memorial Day – OPEN

(4) Rules and Regulations:

- a. HTC is a smoke-free facility. The use of cigars, cigarettes, vapor, or e-cigarettes in any form is prohibited at HTC, and within 25 feet (25') of the exterior fencing of the facility.
- b. Proper tennis attire is required (shirts must be worn at all times).

- c. Only flat-soled tennis specific shoes are allowed on the tennis courts. Cross trainers or other running shoes are not permitted for both safety and court maintenance and surface conditioning reasons.
- d. No skateboards, scooters, bicycles, or skates are allowed on the courts or within the perimeter fencing.
- e. No pets allowed on courts.
- f. Guide or assistance dogs for the handicapped are the only animals that will be allowed inside the buildings.
- g. No alcoholic beverages are allowed in any HTC area.
- h. The use, sale, or possession of alcoholic beverages or controlled substances is prohibited. Being under the influence of said substances and refusal to leave the premises may result in suspension from the facility and/or prosecution.
- i. Children must be supervised by parents at all times. Children under the age of 12 are not permitted to remain courtside or in the lounge or lobby areas unless supervised by a parent or an adult guardian.
- j. No hitting/throwing balls against walls in the facility or climbing on the furniture or fences.
- k. Games and excessive horseplay are not allowed on the premises.
- l. Profanity, loud noises, racquet throwing, abuse of City property, and similar aggressive behavior will not be tolerated. Failure to comply may result in suspension from the facility.
- m. Announcements or flyers for bulletin boards must be submitted to and approved by the HTC facility manager.
- n. City and HTC staff are not responsible for personal items left unattended, lost, or stolen.
- o. No parking in handicapped designated spaces unless the vehicle is properly registered and displays a handicap permit.
- p. Theft or vandalizing of City property or property belonging to a private party may result in criminal charges. Guests caught vandalizing property will forfeit their rights to the facility and will be prosecuted to the fullest extent of the law.
- q. Use of verbal or physical threats toward HTC staff or other patrons or the use of offensive, obscene, or illegal conduct is prohibited. Violators will be asked to leave the facility. Depending on the severity of the behavior, individuals may be suspended from future use of the facility.
- r. Dispose of gum properly by placing it in proper trash receptacles.
- s. Place unwanted, used balls in the recycling containers provided.

(5) Check-in procedures:

- a. All users must sign in at the clubhouse prior to entering a court for play at all times (individual play, private lessons, team practices, etc.).
- b. All applicable fees must be paid prior to play. Only checks or cash are accepted.
- c. Failure to comply with registration procedures and submission of payment may result in interruption of play and forfeiture of court until resolved.

- d. Courts will be assigned by HTC staff. During peak hours, as determined by HTC staff.
- e. Court time will be limited to one and a half hours for singles and two hours for doubles. Anyone wishing to play longer may check in at the clubhouse and be added to the waiting list.
- f. A minimum of two courts will be available for walk-up play when all courts are playable. In the event there is a limited number of courts available due to maintenance, resurfacing, inclement weather, etc., at least two courts of the playable courts will be designated for reservation or walk-up play.
- g. Tournament and league matches take precedence over member and/or walk-up play if at any time all courts are needed for these events. HTC's reservation policy is subject to court availability. Court reservations can be made by calling HTC.
- h. Individuals and instructors may make a reservation for one court up to seven days in advance.
- i. Teams may make a reservation for two courts up to seven days in advance.
- j. Reserved courts that have not been claimed and paid for 10 minutes after the scheduled time will be released to waiting parties.
- k. Prompt notification of reservation cancellation should be made to HTC staff.

(6) Waiting List:

- a. When all walk-up courts have been issued, a waiting list will be started. The list will be in order of arrival.
- b. One person is not allowed to be on the waiting list for two courts. If two courts are needed, two individuals should sign up on the waiting list. There is no guarantee that the courts will be close to each other.

(7) Court Use:

- a. Please be quiet when walking or waiting behind courts.
- b. When claiming a court, wait until the exiting players have finished a point or rally before entering.
- c. As a courtesy to players with a reservation following yours, please be ready to exit a court at the exact end of your reserved time.
- d. Do not enter adjacent courts (when in use) to retrieve stray balls. Wait until your neighboring players have finished a point, and then ask them to return your ball.
- e. After play, the court must be cleared of trash, properly groomed with the brushes provided, the lines swept, and equipment returned to the designated area.

(8) Weather Procedures:

- a. Play will be halted on courts when HTC staff determines the courts are unplayable and HTC staff will determine when courts will be playable again.

- b. If the temperature is 100° or above, or the heat index is 106° or higher, or 32° or below, any player may halt play. If lightning/thunder is detected, it is the players' responsibility to halt play.

(9) USTA League Team Practices. In the event the majority of the courts are unplayable, team practices will be cancelled. If enough courts are playable for each team to receive one court, then team practices will be held with each team receiving one court.

(10) USTA League Matches. All league matches are assigned courts at least one day prior to the match. Matches scheduled on courts that are playable will go on as scheduled. Matches scheduled on courts that are unplayable will be cancelled and will be rescheduled. In the event a match is scheduled on a bank of courts where only a portion of those courts are playable, the matches should go on as scheduled on the playable courts and the unplayable courts should be rescheduled.

(11) Reservations and Individual Play:

- a. In case of inclement weather, all reservations are subject to court availability.
- b. If courts are limited due to weather, all individual reservations will be cancelled.
- c. Players may contact HTC at 904-247-6221 to find out if courts are available for walk-up play.

(12) Rescheduled Matches:

- a. Captains of cancelled matches should use their assigned practice night and courts to make up the matches. HTC staff will not schedule make up matches on other teams' practice courts.
- b. Rescheduled matches played on team practice courts will not be interrupted, and shall be played until completion.
- c. Rescheduled matches should not be scheduled later than one and a half hours before closing. (e.g., no matches scheduled after 7:30 P.M. when facility closes at 9:00 P.M.)
- d. Subject to court availability, teams utilizing their allotted two courts for make-up matches may also reserve up to two additional courts on the same scheduled team practice night.

(13) Host Policies & Procedures:

- a. A full-time HTC staff person must be on site during the event.
- b. Facility should be adequately staffed based on event size and need.
- c. All HTC staff should be knowledgeable of all policies, procedures, maintenance, and equipment use.

### **Sec. 20-17. – Paws Dog Park.**

(1) Membership. Membership is required to access Paws Dog Park. Membership Fees shall be established by resolution approved by the City council.

(2) Rules and Regulations. Visitors of Paws Dog Park shall follow the rules and regulations set forth below. Violators may be subject to removal from the park and park privileges may be suspended:

- a. The park is open seven days a week from 5:00 A.M. until 10:00 P.M. The park may be closed for maintenance on Thursdays from 9:00 A.M. until 2:00 P.M.
- b. No animals other than dogs are permitted in the park.
- c. No dogs under four months of age are permitted in the park.
- d. No food (people or animal), treats, alcoholic beverages, smoking, glass, strollers, baby carriers, bicycles, or children's toys are permitted in the park.
- e. Children under 12 must have close adult supervision at all times.
- f. No more than three dogs per handler are allowed.
- g. All dogs must have current vaccinations, must wear a collar and ID tags at all times, and must have a current rabies vaccination tag attached to its collar. Required vaccinations include Rabies, Distemper, Parvo, and Bordetella.
- h. Sick dogs are not permitted in the park.
- i. Any Dog declared a "dangerous dog" (per City ordinance) is not permitted in the park.
- j. All dogs must be spayed or neutered in order to enter the park.
- k. All dogs must be leashed before entering the park and prior to leaving the park.
- l. All dogs must be off leash while inside the park. Choke collars or prong collars are not permitted in the park.
- m. Dog owners must be in the park and within view and voice contact of their dog(s) at all times. Dog owners must monitor and be responsible for their dog(s) at all times.
- n. Dogs must be accompanied by owner or handler at all times. Leaving dogs in the park unattended is prohibited. Unattended dogs will be removed by Animal Control.
- o. The weight limit for the small dog area is 30 lbs. Dogs less than 30 lbs. are only permitted in the small dog area.
- p. Large dogs are not permitted in the small dog area. Dogs 30 lbs. and over are only permitted in the large dog area.
- q. Dog waste must be immediately cleaned up and properly disposed of by its owner. The dog owner will be fined for failure to comply with this rule.
- r. Aggressive dogs are not permitted in the park. Any dog showing aggressive behavior must leave the park immediately without debate. The City Animal Control, police, and park staff are authorized to designate dogs as "aggressive" and to direct their removal from the Dog Park.
- s. Animals that exhibit a history of aggressive behavior are not permitted in the park, to be determined at the sole discretion of the City staff and Animal Control Officer(s).
- t. Owners whose dogs are shown to be aggressive may have their membership revoked.

- u. If dogs are playing rough, displaying excessive dominant behavior, (e.g., forcing upon another dog, thrusting, pinning other dogs down, etc.) or intimidating other dogs, owners should relocate their dog(s) to a different area of the park. If dominant behavior persists, owners are required to remove their dog(s) from the park.
- v. Be cautious with dog toys; some dogs do not like to share.
- w. Dog owners are solely liable for injuries or damage caused by their dog(s).
- x. Dog owners must fill any holes dug by their dogs.
- y. Dogs who bark excessively may be removed from the park.

**Sec. 20-18. - South Beach Park Skate Park.**

(1) Rules and regulations. To ensure the enjoyment, safety, and proper use of South Beach Park Skate Park, all persons using the park, including all persons skating or skateboarding at specifically designated areas of the park, shall comply with each of the following regulations:

- a. No person under the age of eight years old shall be permitted to utilize the skate area unless accompanied by an adult.
- b. No person shall skate or skateboard anywhere in the park except in a posted designated skate area.
- c. No person shall skate or skateboard in the designated area of the park unless all the equipment is in good repair and safe working order during use.
- d. No person shall skate or skateboard in the designated area of the park when the skate surface is wet, when it is raining, lightning, or during maintenance periods.
- e. No person shall ride, operate, or utilize any device other than skateboards or skates in the skate area. Prohibited devices include, but are not limited to, bicycles, scooters, motorized razors, and motorized vehicles.
- f. The park is closed after dark. No person shall enter or be in the park or skate area at any time other than during the posted hours of operation for the park or when City staff or designated representatives have closed the park or skate area.
- g. No person shall place or use any additional piece of equipment, obstacle, apparatus, or other material, including, but not limited to, ramps, jumps, or rails, within the park or skate area.
- h. No person shall use or engage in profanity, aggressive, reckless or boisterous behavior, including, but not limited to, fighting, tandem riding, pushing, horseplay, hazing or bullying, or any other activity which could endanger the safety of persons using the park.
- i. No person shall use, consume, or have within his/her custody or control, food or other beverages, other than water in a plastic container, within the skate area. No person shall use or possess glass products within the park.
- j. No person shall use, consume, or have within his/her custody or control, alcohol or illegal drugs within the park.
- k. No person shall enter or be in the park or skate area under the influence of alcoholic beverages or illegal drugs or with his/her motor skills or judgment impaired as the result of any alcoholic beverage or illegal drugs.

- l. No person shall engage in graffiti, tagging, or other defacing of the park.
- m. All persons using a park area must place trash in receptacles or containers provided.
- n. No person shall disobey the lawful and reasonable order of a police officer or City employee in the discharge of such officer or employee's duties, or disobey or disregard the notices, prohibitions, instructions, or directions on any park sign, including rules and regulations posted on the grounds or buildings in the park.
- o. No person shall interfere with, encumber, obstruct, or render dangerous any part of the park.
- p. No person shall destroy, cut, break, deface, mutilate, injure, disturb, sever from the ground or remove any growing thing, including but not limited to any plant, flower, flower bed, shrub, tree, growth or any branch, stem, fruit or leaf thereof, or bring into or have in such person's possession in the park any tool or instrument intended to be used for cutting thereof or any garden or agricultural implements or tools which could be used for the removal thereof.
- q. No pets are allowed in the skate park.
- r. This is an unsupervised park; skaters, users and observers assume their own risks.
- s. Helmets and personal safety equipment are recommended.

**Sec. 20-19. - South Beach Park Tennis Court.**

**(1) Rules and Regulations:**

- a. The Department reserves the right to schedule tennis court reservations and maintain a reservation schedule in the Department's administration office.
- b. Residents may use the tennis court on a first come, first serve basis, or may make a reservation by acquiring a permit at the Parks and Recreation office on weekdays between 8:00 A.M. and 4:00 P.M.
- c. Permit holders are allowed to reserve the tennis court for a 90-minute block per day for singles play, and for two hours per day for doubles play. A maximum of two reservations may be made at one time.
- d. An additional reservation on the same day may be made only after completing your first reservation of the day.
- e. Reservations are not transferable.
- f. While a permit is not required for walk-up play on the tennis court, permit holders are considered "first priority" on the court. Non-permitted players must relinquish the court to permit holders for the time designated on the permit. We strongly encourage reserving a court for tennis play.
- g. All walk-up play begins and ends on the hour. If there are no players on the court, and no one is waiting, non-permit holders may begin play immediately, but must relinquish the court at the end of the next full hour if other non-permit holders are waiting to play.
- h. Non-permitted play is limited to 60 minutes for singles play and 90 minutes for doubles play when others are waiting.

- i. Tennis instructors must obtain a reservation permit (subject to the same terms as other permit holders) and shall pay a fee of \$25.00 per 60 minutes, or \$40.00 per 90 minutes for use of the court. Tennis instructors must provide proof of \$1,000,000 in Liability Insurance naming the City as an additional insured.
- j. Tennis instruction or private/group lessons are prohibited without a permit. Violators will be subject to removal by law enforcement officers and may lose their privileges for a period of up to 60 days.
- k. All persons using the tennis court do so at their own risk; users agree to hold the City harmless from injury and agree to abide by the rules for use of the tennis court. The City assumes no responsibility for any accident or injury in connection with such use, or for any loss or damage to personal property.

### **Sec. 20-20. - Enforcement.**

(1) Intent. It is the intent of the Department that these laws and regulations be enforced in a fair and equitable manner. All rules and regulations contained in this chapter and permits required by this chapter are enforceable by all park employees and law enforcement officers. Those properly designated park employees may warn participants of violations and report such violations to the proper law enforcement officers for compliance.

(2) Trespass. Any person or group found in violation of any of the laws, rules, and regulations of this Chapter shall be ordered to leave all parks, beaches, and recreation facilities for a minimum 48-hour period. Any person who fails to leave all facilities, parks, or beaches at the time requested may be arrested and prosecuted for trespassing or prosecuted under other existing ordinances or laws. Evidence that a violator refuses to leave any park, park property, facilities, or beach after being asked to leave by any City employee or law enforcement officer is sufficient to establish criminal trespass.

(3) Any person determined by the Director or any law enforcement officer to be a violator of this chapter may be ordered by the Director or any law enforcement officer to remain out of any park, park property, park facilities, and beach areas for a period of time not to exceed six months. Upon being ordered to remain out of any park, park property, facility, or beach area, violators shall be entitled to a hearing before the Special Magistrate, in order to appeal the Director or law enforcement officer's decision. The person appealing the Director's decision may present evidence to the Special Magistrate. The request for such hearing must be in writing and simultaneously delivered to the Director and City Attorney. This request must be made in writing within three days of the order being appealed. Any authorized Department employee or designee or any law enforcement officer shall have the authority to enforce these laws, rules, and regulations, and to eject any person or group acting in violation of these laws, rules, and regulations from any park, park property, lands, or facilities or otherwise revoke their permission to use such park, park property, lands, or facilities.

**SECTION 4. CONFLICTING ORDINANCES AND ACTS.** All ordinances and resolutions previously adopted or entered into by the City that are in conflict with this Ordinance are repealed to the extent inconsistent herewith.

**SECTION 5. SEVERABILITY.** If any section, subsection, clause or provision of this Ordinance is held invalid, the remainder shall not be affected by such invalidity.

**SECTION 6. CODIFICATION.** The City Council intends that this Ordinance will be made a part of and codified in the City of Jacksonville Beach Code of Ordinances.

**SECTION 7. EFFECTIVE DATE.** This Ordinance will immediately take effect upon its adoption by the City Council.

**AUTHENTICATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D., 2020.**

\_\_\_\_\_  
William C. Latham, Mayor

\_\_\_\_\_  
Laurie Scott, City Clerk