

**LAKE POWELL  
RESIDENTIAL GOLF  
COMMUNITY DEVELOPMENT  
DISTRICT**

**June 6, 2022**

**BOARD OF SUPERVISORS  
REGULAR MEETING  
AGENDA**

# Lake Powell Residential Golf Community Development District

## OFFICE OF THE DISTRICT MANAGER

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

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

May 30, 2022

**ATTENDEES:**

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

Board of Supervisors

Lake Powell Residential Golf Community Development District

Dear Board Members:

The Board of Supervisors of the Lake Powell Residential Golf Community Development District will hold a Regular Meeting on June 6, 2022, at 3:00 P.M., Central Time, at the Boat House, 1110 Prospect Promenade, Panama City Beach, Florida 32413. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comment
3. Discussion/Consideration of Permanent Easement Regarding Wild Heron Way
4. Wild Heron POA Non-Ad Valorem Assessment Forgiveness Regarding Property Purchased from St. Joe
5. District Counsel – Discussion/Consideration/Update
  - A. Potential Land Swap with St. Joe
    - I. Wild Heron Tennis Courts Asset Value
    - II. Tennis Court Options for Management/Owner/Operator
    - III. Court Maintenance Plus Other Surrounding Areas
  - B. Update on Agreements Sent to POA
    - I. POA Maintenance Agreement
      - Landscape Standards
    - II. POA Agreement for Stormwater Facility Management Services
    - III. POA Boat House Lease
  - C. Other
6. District Engineer – Discussion/Consideration/Update

- A. Consideration of Cost Proposals for Driveway Enhancements on Marsh Rabbit Run and Turtleback Court
  - B. Other
7. District Ecologist – Discussion/Consideration/Update
- A. Installation Of New Aerators
  - B. Update: Fence Screening in Maintenance Area
  - C. Other
8. Continued Discussion: Engagement of Firm for Debris Removal Monitoring and Filing FEMA Requests for Reimbursements
9. Acceptance of Unaudited Financial Statements as of April 30, 2022
10. Approval of May 2, 2022 Regular Meeting Minutes
11. Staff Reports
- A. Ecologist/Operations: *Cypress Environmental of Bay County, LLC*
  - B. District Counsel: *Burke Blue*
  - C. District Engineer: *McNeil Carroll Engineering, Inc.*
  - D. District Manager: *Wrathell, Hunt and Associates, LLC*
  - I. 440 Registered Voters in District as of April 15, 2022
  - II. NEXT MEETING DATE: August 1, 2022 at 3:00 P.M. (Central Time)

○ QUORUM CHECK

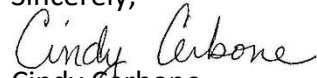
David Holt	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
David Dean	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
Thomas Balduf	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/>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

12. Consideration of Resolution 2022-05, Approving a Proposed Budget for Fiscal Year 2022/2023 and Setting a Public Hearing Thereon Pursuant to Florida Law; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing an Effective Date (*to be provided under separate cover*)

13. Board Member Comments
14. Public Comment
15. Action Item Recap
16. Adjournment

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

Sincerely,

  
Cindy Cerbone  
District Manager

**FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE**

**CALL-IN NUMBER: 1-888-354-0094**

**PARTICIPANT PASSCODE: 801-901-3513**

**LAKE POWELL  
RESIDENTIAL GOLF  
COMMUNITY DEVELOPMENT DISTRICT**

**3**

**From:** [Norton, Charlie](#)  
**To:** [Cindy Cerbone](#)  
**Cc:** [Mike Burke \(mburke@burkeblue.com\)](#); [Jamie Sanchez](#); [korey.cox@regions.com](#); [ckelley@maynardcooper.com](#); [Robert Carroll](#)  
**Subject:** RE: Lake Powell Residential Golf- FW: Follow Up-Requested Easement-Regions Bank (Panama City, FL)  
**Date:** Friday, May 27, 2022 12:07:07 PM  
**Attachments:** [image001.png](#)

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Cindy,

Thank you!! I just got off the phone with Brian and he is working on a letter to send the buyer. This will hopefully eliminate the concern.

Just wanted to thank you and your team again for all of the help.

The buyer will be in touch with Robert soon.

Have a great Memorial Day Weekend!!

**Charlie Norton**  
**Leasing & Brokerage Associate**

Harbert Realty Services

D: 205.458.8116

M: 205.999.3425

---

**From:** Cindy Cerbone <cerbonec@whhassociates.com>  
**Sent:** Friday, May 27, 2022 10:26 AM  
**To:** Norton, Charlie <CNorton@HarbertRealty.com>  
**Cc:** Mike Burke (mburke@burkeblue.com) <mburke@burkeblue.com>; Jamie Sanchez <sanchezj@whhassociates.com>; korey.cox@regions.com; ckelley@maynardcooper.com; Robert Carroll <rcarroll@mcneilcarroll.com>  
**Subject:** RE: Lake Powell Residential Golf- FW: Follow Up-Requested Easement-Regions Bank (Panama City, FL)

**External Content: Please use caution**

Charlie,

The property appraiser's website might help and/or a call to the Bay County Attorney (CDD counsel Mike Burke spoke to him a few months ago when another party questioned who owned Wild Heron Way).

If staff (and the board) do not have applicable documents in time prior to the meeting to review appropriately, even if this item is on the agenda, it will be up to the board whether or not they want to discuss and/or consider.

**Brian D. Leebrick**

Deputy County Attorney  
840 West 11th Street Panama City, FL 32401  
County Attorney’s Office  
Phone: 850.248.8175 Fax 850.248.8189  
Email: [bleebbrick@baycountyfl.gov](mailto:bleebbrick@baycountyfl.gov)

*Cindy*

**Cindy Cerbone**

**District Manager**

**E-Mail:** [cerbonec@whhassociates.com](mailto:cerbonec@whhassociates.com)

**Wrathell, Hunt and Associates, LLC**

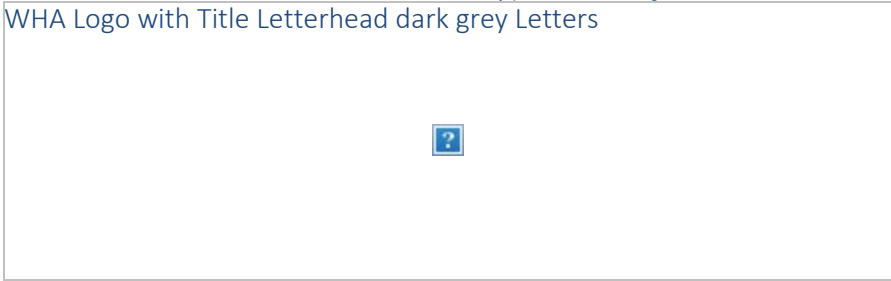
2300 Glades Road #410W  
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**From:** Norton, Charlie <[CNorton@HarbertRealty.com](mailto:CNorton@HarbertRealty.com)>  
**Sent:** Friday, May 27, 2022 10:42 AM  
**To:** Cindy Cerbone <[cerbonec@whhassociates.com](mailto:cerbonec@whhassociates.com)>; Robert Carroll <[rcarroll@mcneilcarroll.com](mailto:rcarroll@mcneilcarroll.com)>  
**Cc:** Mike Burke ([murke@burkeblue.com](mailto:murke@burkeblue.com)) <[murke@burkeblue.com](mailto:murke@burkeblue.com)>; Jamie Sanchez <[sanchezj@whhassociates.com](mailto:sanchezj@whhassociates.com)>; [korey.cox@regions.com](mailto:korey.cox@regions.com); [ckelley@maynardcooper.com](mailto:ckelley@maynardcooper.com)  
**Subject:** RE: Lake Powell Residential Golf- FW: Follow Up-Requested Easement-Regions Bank (Panama City, FL)

Cindy,

Great to hear from you and sorry for the delayed response..... We are fully focused on trying to prove to the buyer (Panhandle Credit Union) that Wild Heron Way is indeed a public road, which

does not require an easement for access. They are at the end of their inspection period and this is the last hurdle before we track to closing. They will of course reach out to Robert with plans once they are completed post closing. The buyer is leaning on Regions to prove/confirm this from a title perspective and for some reason they are having a difficult time confirming/proving this. I know we have discussed this already and both you and Mike have confirmed Wile Heron Way is a public road etc, but is there any other way to help confirm this for Panhandle Credit Union? I am concerned because we need to prove this prior to the June board meeting since the CDD will not be meeting after June 6 until August.

I apologize for the inconvenience, but determined to help the buyer overcome this hurdle to pave the way for this new building.

Any help would be would be greatly appreciated.

Thank you all!!

**Charlie Norton**  
**Leasing & Brokerage Associate**

Harbert Realty Services  
D: 205.458.8116  
M: 205.999.3425

---

**From:** Cindy Cerbone <[cerbonec@whhassociates.com](mailto:cerbonec@whhassociates.com)>

**Sent:** Thursday, May 26, 2022 4:18 PM

**To:** Robert Carroll <[rkarroll@mcneilcarroll.com](mailto:rkarroll@mcneilcarroll.com)>; Norton, Charlie <[CNorton@HarbertRealty.com](mailto:CNorton@HarbertRealty.com)>

**Cc:** Mike Burke ([mburke@burkeblue.com](mailto:mburke@burkeblue.com)) <[mburke@burkeblue.com](mailto:mburke@burkeblue.com)>; Jamie Sanchez <[sanchezj@whhassociates.com](mailto:sanchezj@whhassociates.com)>; [korey.cox@regions.com](mailto:korey.cox@regions.com); [ckelley@maynardcooper.com](mailto:ckelley@maynardcooper.com)

**Subject:** RE: Lake Powell Residential Golf- FW: Follow Up-Requested Easement-Regions Bank (Panama City, FL)

**External Content: Please use caution**

Charlie,

Have these been sent?

Thank you,

*Cindy*

**Cindy Cerbone**

**District Manager**

**E-Mail:** [cerbonec@whhassociates.com](mailto:cerbonec@whhassociates.com)

**Wrathell, Hunt and Associates, LLC**

2300 Glades Road #410W



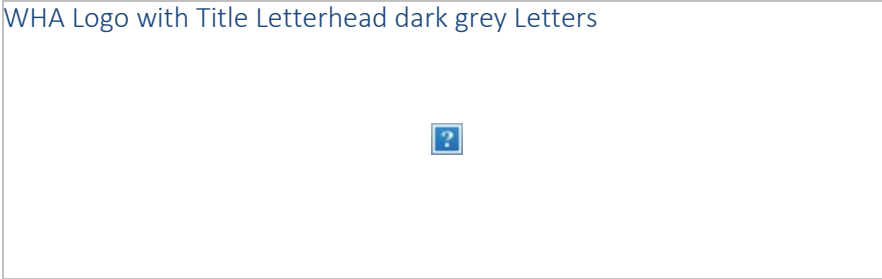
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**From:** Robert Carroll <[rcarroll@mcneilcarroll.com](mailto:rcarroll@mcneilcarroll.com)>  
**Sent:** Tuesday, May 24, 2022 7:48 AM  
**To:** Norton, Charlie <[CNorton@HarbertRealty.com](mailto:CNorton@HarbertRealty.com)>; Cindy Cerbone <[cerbonec@whhassociates.com](mailto:cerbonec@whhassociates.com)>  
**Cc:** Mike Burke ([mburke@burkeblue.com](mailto:mburke@burkeblue.com)) <[mburke@burkeblue.com](mailto:mburke@burkeblue.com)>; Jamie Sanchez <[sanchezj@whhassociates.com](mailto:sanchezj@whhassociates.com)>; [korey.cox@regions.com](mailto:korey.cox@regions.com); [ckelley@maynardcooper.com](mailto:ckelley@maynardcooper.com)  
**Subject:** Re: Lake Powell Residential Golf- FW: Follow Up-Requested Easement-Regions Bank (Panama City, FL)

Charlie, please send me a set of plans of the proposed work

Robert Carroll, P.E.  
McNeil Carroll Engineering, Inc.  
850-234-1730 (O)  
850-819-7092 (C)  
Sent from my Verizon, Samsung Galaxy smartphone

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

From: "Norton, Charlie" <[CNorton@HarbertRealty.com](mailto:CNorton@HarbertRealty.com)>  
Date: 5/23/22 8:49 PM (GMT-06:00)  
To: Cindy Cerbone <[cerbonec@whhassociates.com](mailto:cerbonec@whhassociates.com)>  
Cc: "Robert Carroll ([rcarroll@mcneilcarroll.com](mailto:rcarroll@mcneilcarroll.com))" <[rcarroll@mcneilcarroll.com](mailto:rcarroll@mcneilcarroll.com)>, "Mike Burke ([mburke@burkeblue.com](mailto:mburke@burkeblue.com))" <[mburke@burkeblue.com](mailto:mburke@burkeblue.com)>, Jamie Sanchez

<[sanchezj@whhassociates.com](mailto:sanchezj@whhassociates.com)>, [korey.cox@regions.com](mailto:korey.cox@regions.com), [ckelley@maynardcooper.com](mailto:ckelley@maynardcooper.com)

Subject: Re: Lake Powell Residential Golf- FW: Follow Up-Requested Easement-Regions Bank (Panama City, FL)

Cindy,

Really appreciate the quick and detailed response below!! We are seeking a permanent easement agreement in order to access Wild Heron Way. We are happy to provide as much detail as needed and really hope we can make the June 6 agenda.

I can be reached at all times on my cell and look forward to hearing back from everyone soon.

Thank you again and hopefully the CDD will strongly consider granting this easement to allow for further development in the area.

Charlie Norton  
Harbert Realty Services  
(205) 458-8116 Office  
(205) 999-3425 Cell

Sent from my iPhone

On May 23, 2022, at 6:05 PM, Cindy Cerbone <[cerbonec@whhassociates.com](mailto:cerbonec@whhassociates.com)> wrote:

**External Content: Please use caution**

Robert and Mike.

Please see email trail below re: request from a property owner/property owner rep adjacent to the CDD. To make a long story short (and I will let the property owner reps provide more detail and/or correct what I am stating), they are requesting a temporary construction easement re: Wild Heron Way in order to access the adjacent property (see attached).

Charlie Norton who I spoke to a few minutes ago is hoping this can make it on the June agenda for the CDD. I did explain to Charlie that WHW is not private, it is a public road owned by the CDD.

Mike, Charlie left you a message earlier today.

CDD Engineer – Robert Carroll [rcarroll@mcneilcarroll.com](mailto:rcarroll@mcneilcarroll.com) 850.234.1730  
CDD Counsel – Mike Burke [mburke@burkeblue.com](mailto:mburke@burkeblue.com) 850.249.3452

CDD Manager in addition to Cindy Cerbone - Jamie Sanchez  
[sanchezj@whhassociates.com](mailto:sanchezj@whhassociates.com) 561.571.0010

Jamie – please keep tabs on this so it can be added to the June agenda as applicable per Mike and Robert.

Thank you,

*Cindy*

**Cindy Cerbone**

**District Manager**

**E-Mail:** [cerbonec@whhassociates.com](mailto:cerbonec@whhassociates.com)

**Wrathell, Hunt and Associates, LLC**

2300 Glades Road #410W

Boca Raton, FL 33431

Toll-free: (877)276-0889

Phone: (561)571-0010

Cell: (561)346-5294

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<image004.png>

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**From:** Norton, Charlie <[CNorton@HarbertRealty.com](mailto:CNorton@HarbertRealty.com)>

**Sent:** Monday, May 23, 2022 6:26 PM

**To:** Cindy Cerbone <[cerbonec@whhassociates.com](mailto:cerbonec@whhassociates.com)>

**Cc:** Jamie Sanchez <[sanchezj@whhassociates.com](mailto:sanchezj@whhassociates.com)>; Korey J. Cox <[korey.cox@regions.com](mailto:korey.cox@regions.com)>; Charlie J. Kelley - Maynard Cooper & Gale <[ckelley@maynardcooper.com](mailto:ckelley@maynardcooper.com)> <[ckelley@maynardcooper.com](mailto:ckelley@maynardcooper.com)>

**Subject:** RE: Lake Powell Residential Golf- FW: Follow Up-Requested Easement-Regions Bank (Panama City, FL)

Cindy,

Really appreciated your time on the phone this afternoon and wanted to respond quickly..... The attached Bay County Property report should bring you up to speed on the actual site and St. Joe let us know last week that the Lake Powell Residential Golf

CDD was who we needed to contact regarding the easement.

We all feel that the credit union would improve the area and understand the next board meeting is on June 6<sup>th</sup>. I believe you said the next board meeting after June is not until August and we would like to try and do everything possible to make the June board meeting.

I went ahead and copied my client (Regions Bank) and their counsel for reference.

I look forward to hearing back from you soon.

Thank you!!

**Charlie Norton**  
**Leasing & Brokerage Associate**  
Harbert Realty Services  
D: 205.458.8116  
M: 205.999.3425

---

**From:** Cindy Cerbone <[cerbonec@whhassociates.com](mailto:cerbonec@whhassociates.com)>  
**Sent:** Monday, May 23, 2022 5:06 PM  
**To:** Norton, Charlie <[CNorton@HarbertRealty.com](mailto:CNorton@HarbertRealty.com)>  
**Cc:** Jamie Sanchez <[sanchezj@whhassociates.com](mailto:sanchezj@whhassociates.com)>  
**Subject:** FW: Lake Powell Residential Golf- FW: Follow Up-Requested Easement-Regions Bank (Panama City, FL)

**External Content: Please use caution**

Charlie,

My email and other contact info is below – thank you.

*Cindy*

**Cindy Cerbone**  
**District Manager**  
**E-Mail:** [cerbonec@whhassociates.com](mailto:cerbonec@whhassociates.com)  
**Wrathell, Hunt and Associates, LLC**  
2300 Glades Road #410W  
Boca Raton, FL 33431  
Toll-free: (877)276-0889  
Phone: (561)571-0010  
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Fax: (561)571-0013

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<image004.png>

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**From:** Caryn Kupiec <[kupiecc@whhassociates.com](mailto:kupiecc@whhassociates.com)>

**Sent:** Monday, May 23, 2022 11:13 AM

**To:** Cindy Cerbone <[cerbonec@whhassociates.com](mailto:cerbonec@whhassociates.com)>; Jamie Sanchez <[sanchezj@whhassociates.com](mailto:sanchezj@whhassociates.com)>; Andrew Kantarzhi <[kantarzhia@whhassociates.com](mailto:kantarzhia@whhassociates.com)>

**Cc:** Daphne Gillyard <[gillyardd@whhassociates.com](mailto:gillyardd@whhassociates.com)>; Gianna Denofrio <[denofriog@whhassociates.com](mailto:denofriog@whhassociates.com)>; Debbie Tudor <[tudord@whhassociates.com](mailto:tudord@whhassociates.com)>; Anilia Arneus <[arneusa@whhassociates.com](mailto:arneusa@whhassociates.com)>; Sixela Carballo <[carballos@whhassociates.com](mailto:carballos@whhassociates.com)>

**Subject:** Lake Powell Residential Golf- FW: Follow Up-Requested Easement-Regions Bank (Panama City, FL)

Good morning,

Please see email below and attached document.

Regards,

***Caryn Kupiec***

Administrative Services Coordinator

Wrathell, Hunt and Associates, LLC

2300 Glades Road, Suite 410W

Boca Raton, Florida 33431

Toll Free: (877) 276-0889

Phone: 561-571-0010, ext. 410

Fax: 561-571-0013

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 Please consider the environment before printing this email.

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**From:** Norton, Charlie <[CNorton@HarbertRealty.com](mailto:CNorton@HarbertRealty.com)>

**Sent:** Monday, May 23, 2022 11:09 AM

**To:** Caryn Kupiec <[kupiecc@whhassociates.com](mailto:kupiecc@whhassociates.com)>

**Subject:** Follow Up-Requested Easement-Regions Bank (Panama City, FL)

Caryn,

Hope all is well and thank you for your time on the phone this AM!! I wanted to quickly follow up with an email for you to send to the appropriate contact(s). I believe I need to speak with David Dean and Cindy Cerbone. I represent Regions Bank and we are working with a local Credit Union that has the attached property under contract..... We have worked hard over the last several years finding the right fit for this site due to several restrictions in place that limit the use to a bank. We feel this new business will only add to the area and help improve Wild Heron Way.

The City confirmed that Wild Heron is indeed a private drive. As it stands now, it appears that we do not have an easement to use Wild Heron. We thought St. Joe owned Wild Heron, but their counsel directed us to you. We would like to formally request an easement to use Wild Heron Way and would like to determine the best way to hopefully accomplish this? I went on your website and believe the next scheduled Board Meeting is June 6, 2022.

Can you please connect with the appropriate contact?

Regions and I are here to help any way we can and appreciate your time again on the phone this AM.

Thank you!!

<image005.png>

**Charlie Norton | Leasing & Brokerage Associate**

<image006.png>

Harbert Realty Services

2 North 20<sup>th</sup> Street, Suite 1700 | Birmingham, AL 35203

P: 205.323.2020 | D: 205.458.8116 | M: 205.999.3425

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

<image007.jpg>

<Bay County Property Report 5.23.22.pdf>

**LAKE POWELL  
RESIDENTIAL GOLF  
COMMUNITY DEVELOPMENT DISTRICT**

**5A1**

## Wild Heron Tennis Courts Asset Value/Expense Worksheet

All information herein was taken from: "Operational & Capital Budgeting for Clay Courts" published by Tennis Supply Corporation.

Initially understand the Wild Heron tennis courts are Har-Tru Hydro Courts, which are the benchmark for the highest quality tennis court. These courts were built to the highest standards and are the same courts found at top tier tennis centers throughout the US. They incorporate a soft surface known as Har-Tru, which is able to generate clay-like playing conditions without all the maintenance associated with true clay courts. Additionally, they incorporate a sub-surface, demand based irrigation system known as Hydro Court which minimizes maintenance and long term wear.

### Asset Value

1. Cost of construction of a clay (artificial or genuine) tennis court in Florida ranges from \$45,000-\$90,000 with average cost being \$65,000. Fencing adds \$7,500, lighting adds \$3,000, wind screens add \$250 and misc supplies add \$1,000. Ergo the cost per court runs about \$76,750/court. Extending that to 4 courts would yield a total construction cost of \$307,000. Add to this an out building with office space and bathrooms, parking lot & pergola sitting area with an estimated value of \$25,000 and you have a value of \$332,000 for the existing facility. Add to this 2+ acres of land in sits upon with a conservative value of \$100,000 and you have a total asset valuation of \$432,000.
2. Although not specifically related to the tennis courts, the pending land swap also includes an addition parcel approximately 400' by 300' (120000 square feet or just under 3 acres) running from the west tennis court boundary to Wild Heron way constrained by Match Point Lane on the North and South. Conservative value of this property would be \$150,000.

### Expenses

1. Tennis courts are not self-sustaining meaning that regardless of the material used in construction, they all require regular maintenance. Maintenance falls into the following categories:
  - a. Labor
    - i. 30 mins/day for court grooming (usually done by the players)
    - ii. 2 hrs/week for weekly professional maintenance
    - iii. 2 hrs/month for monthly professional maintenance

Total labor = 4 hours week/court for a total of 16 hrs. Loaded labor rate @ \$30/hr= \$480/week x 50 weeks (avg playing year)=\$24,000/yr.



- b. Court Materials
  - i. Har-Tru replacement material \$15.00/bag x 80 bags/court/yearly

Total material cost= \$4800.00/yr

- c. Court Equipment
  - i. Drag broom, Court rake, Line brush, Scarifier-\$350/2 courts

Total Court Equipment=\$700/yr (most of which already exist at the courts)

- d. Irrigation
  - i. 500 gals/day/court (widely dependent upon conditions) X 4 courts=2000/gals/day. Est cost \$2.00/1000 gals

Total Irrigation cost (based of 50 weeks playing season)=\$1400/yr.

**Total yearly operating cost=\$30,500**

## **Operating a Public Tennis Club P&L**

**Assume a 100 member (minimum) club**

### **Revenue:**

Typical club fee=\$100/mo. x 100 members = \$10,000/mo. X 12 months= \$120,000/yr

### **Expenses:**

Operating Software (schedule, billing, etc) lease at \$100/mo. X 12 mo. = \$1,200/yr.

Labor: \$30/hr loaded labor rate x 10 hrs/day= \$300/day X 7 days/wk=\$2100/wk x 50 weeks (average play wks/yr)=\$105,000

**Revenue: \$120,000**

**Expenses: (\$106,200 Labor and Operating Software)**

**(\$6,500 in Operating Cost Less Operating labor expense in 1a-now covered in full time labor)**

**Net: \$7,300**

**Misc revenue streams (lessons, clinics, pro shop, leagues, tournaments, etc.) offset by misc expenses (utilities, accounting, insurance, repairs, legal, etc.).**

**LAKE POWELL  
RESIDENTIAL GOLF  
COMMUNITY DEVELOPMENT DISTRICT**

**5A11**

## Tennis Court Options

1. CDD own courts and grants or leases them to POA who operates them as an amenity for Wild Heron residents
  - a. POA assumes expenses for operation
2. CDD owns courts, provides improvements based on community consensus and grants or leases to POA who provides them as an amenity for WH residents
  - a. CDD assumes expenses for improvements
  - b. POA assumes expenses for operation
3. CDD owns courts, creates a tennis club (fee based) open to the public
  - a. Fee structure offsets maintenance costs
4. CDD sells (or leases) courts and relinquishes all rights for residents
  - a. CDD gets long term revenue from lease, community loses a possible amenity
  - b. Legality of sale?
5. CDD owns courts and brings in a contractor to run a public tennis operation
  - a. Contractor assumes all costs, possible revenue sharing with CDD, residents get a managed and maintained tennis facility at discounted rates

**LAKE POWELL  
RESIDENTIAL GOLF  
COMMUNITY DEVELOPMENT DISTRICT**

**5BI**

## MAINTENANCE AGREEMENT

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

### **LAKE POWELL RESIDENTIAL GOLF COMMUNITY DEVELOPMENT**

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

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

### **RECITALS**

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

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

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

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

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

#### **1.0 Recitals**

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

## **2.0 Description of Improvements**

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

## **3.0 Performance**

The District and the Association hereby agree, as follows:

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

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

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

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

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

#### **4.0 The Association's Responsibility for Acts of Force Majeure**

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

#### **5.0 Emergency Intervention by the District**

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

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

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

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

#### **6.0 Remedies, Default, and Specific Performance**

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

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

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

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

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

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

## **7.0 Indemnification**

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

## **8.0 Insurance**

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



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

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

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

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

## **9.0 Term of Agreement**

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

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

## **10.0 Miscellaneous Provisions**

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

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

**AS TO THE  
DISTRICT:**

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

**AS TO THE  
ASSOCIATION:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **11.0. Public Records:**

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

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

does not transfer the records to the District; and

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

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

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

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

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

ATTEST:

**LAKE POWELL RESIDENTIAL GOLF  
COMMUNITY DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
Chair of the Board of Supervisors

This \_\_\_\_ day of \_\_\_\_\_, ~~2018~~2022

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_ }

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

\_\_\_\_\_  
Notary Public  
My commission expires:

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

\_\_\_\_\_  
Notary Public  
My commission expires:

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_

This \_\_\_\_ day of \_\_\_\_\_, 20182022

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_ }

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

\_\_\_\_\_  
Notary Public  
My commission expires:

EXHIBIT A  
TO MAINTENANCE AGREEMENT

Description of Improvements

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

EXHIBIT B  
TO MAINTENANCE AGREEMENT

Description of Maintenance Services

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

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



EXHIBIT C  
TO MAINTENANCE AGREEMENT

Schedule of Insurance Coverage(s)

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

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

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

# Lake Powell Residential Golf Community Development District Landscaping Standards

## 1. Pond maintenance

- a. Pond littorals
  - i. Incorporate permitted environmental restrictions with good visual design.
- b. Banks and bank vegetation, ornamentals, and trees
  - i. Protect desired natural and planted products in a manner that mimics nature while preserving aesthetics and minimizing weeds and overgrowth.
  - ii. Minimize/control invasive plant species.
  - iii. Shaping, proper trimming, fertilization (per FDEP Permit), and irrigation. Remove dead trees, plants, trash.
- c. Aquatics
  - i. Aeration where needed.
  - ii. Receive ARB approval for fountain design if installed.
  - iii. Minimize/control/eradicate invasive plant species.
  - iv. Maintain adequate carp/mosquito fish count for healthy pond.
  - v. Monitor/treat algae bloom (spring bloom is normal but persistent bloom is sign of imbalance)
  - vi. Consultants include CDD Ecologist, Lake Doctors and/or other contracted vendors.
- d. Hardscape (boulders)
  - i. Boulders to be cleaned, maintained, and repositioned when necessary (when dirty with grime and mildew and when sunk into the ground)

## 2. Tree maintenance

- a. Maintain proper road and pedestrian clearance per county ordinance.
  - i. Elevate limb height minimum 16 feet on roadways and 7 feet pedestrian sidewalks.
- b. Tree health
  - i. Use only certified arborists for tree trimming.
  - ii. Prune downward branches. Prune for sufficient airflow and sunlight. Prune branches causing undue stress on tree trunk. Trim for proper healing and avoid rot. Trim oaks Jan-March for tree health.
  - iii. Consultants include Earl Mirus, certified arborist.

**Lake Powell Residential Golf  
Community Development District  
Landscaping Standards**

**3. Fuel Reduction (Firewise Program)**

- a. Make efforts to leave NO mud holes and unsightly track marks.
- b. Contact/comply with ARB restrictions (per DCRs section 10.1 – no clearing until ARB review/approval) to ensure owner and POA stay within property lines.
- c. Strategic – ensure valuable plant materials are saved, trees are not damaged, turf is not damaged, and contractor remains within property boundaries.
- d. Hold contractor accountable.
- e. Ensure Vegetated Natural Buffers (VNB) aren't encroached upon per environmental permit.

**4. Invasive plant reduction**

- a. Muscadine trimmed regularly to ensure trees and shrubs are protected.
- b. Alligator grass removed from pond embankments.
- c. Hold contractor accountable weekly.

**5. Turf and shrub maintenance**

- a. Rotate mower routes to avoid rutting turf.
- b. Cut road rights-of-way turf at 30 to 45-degree angles to roadways to avoid rutting.
- c. Edge all beds, streets and BOTH sides of sidewalk.
- d. Weed control in both grass and planted beds.
- e. Educate and monitor contractors on fertilization/herbicide/pesticide periodic installation per environmental permit restrictions.

**6. Bi-annually install and maintain seasonal color and long-leaf pine straw.**

- a. Color at highway 98 entrance, guard gate, and entrances to District pod-roads.
- b. Pine straw installed/replaced starting at highway 98 entrance to bridge and from entrance gate throughout district including ponds as required.

**7. Roadway rights-of-way**

- a. Roadway ribbons are to be graded smoothly to adjoining rights-of-way with a maximum of 1 inch drop-off.
- b. Rights-of-way turf cut bi-monthly in growing season (April – October) and monthly otherwise.
- c. Rights-of-way drainage to be maintained for proper flow and erosion control per stormwater design requirements.
- d. Broken irrigation lines are to be repaired immediately upon discovery.

**LAKE POWELL  
RESIDENTIAL GOLF  
COMMUNITY DEVELOPMENT DISTRICT**

**7**

District Ecologist / Operations Management Update  
Board Meeting – June 6, 2022

- *Pond Inspections / Treatments* – Attached is the 2<sup>nd</sup> qtr pond inspection report. The recommended treatments for Marsh Point, Salamander Trail B, and Linkside have been scheduled.
- *Pond Aeration* – The electrical work is in progress. Attached is the updated proposal for the aeration systems.
- *Wild Heron Way Box Culvert Repair North of Round-About* – The repairs have been completed.
- *Marsh Rabbit Run right-of-way drainage improvements* – Currently waiting on proposals from vendors. I have requested proposals from three contractors. I have received one proposal back so far.
- *Turtleback Ct. right-of-way drainage improvements* – Currently waiting on proposals from vendors. I have requested proposals from three contractors. I have received one proposal back so far.
- *Fencing at Maintenance Area* – The vendor has cancelled the contract for this work and will return the screen material, so no cost will be incurred.
- *Marsh Point Lane Hand-cutting (Mitigation Zone 30)* – Hand cutting of the titi understory has been completed per the requirements of the environmental permit.
- *POA Dock* – The FDEP is requiring a riparian easement from the CDD for the proposed POA dock since the CDD controls the shoreline in the proposed dock area. Attached is a draft riparian easement document for the Board's consideration. This document is a typical format document that we use for riparian easements but can be modified if needed.

**LAKE POWELL  
RESIDENTIAL GOLF  
COMMUNITY DEVELOPMENT DISTRICT**

**7A**



**The Lake Doctors, Inc.**  
Aquatic Management Services

Navarre Office  
8307 E. Bay Blvd.  
Navarre, FL 32566  
[navarre@lakedoctors.com](mailto:navarre@lakedoctors.com)  
850-939-5787

**Sales Agreement**  
KASCO

**MTS/728274**

This Agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ is between The Lake Doctors, Inc., a Florida Corporation, hereinafter called "THE LAKE DOCTORS" and

**PROPERTY NAME** (*Community/Business/Individual*) \_\_\_\_\_

**MANAGEMENT COMPANY** \_\_\_\_\_

**INVOICING ADDRESS** \_\_\_\_\_

**CITY** \_\_\_\_\_ **STATE** \_\_\_\_\_ **ZIP** \_\_\_\_\_ **PHONE** ( ) \_\_\_\_\_

**EMAIL ADDRESS** \_\_\_\_\_ **EMAIL INVOICE: YES OR NO**

**THIRD PARTY COMPLIANCE/REGISTRATION: YES OR NO**      **THIRD PARTY INVOICING PORTAL: YES OR NO**

*\*\*If a Third Party Compliance/Registration or an Invoice Portal is required; it is the customer's responsibility to provide the information*

Hereinafter called "CUSTOMER"      **PURCHASE ORDER #:** \_\_\_\_\_

The parties hereto agree to follows:

A. THE LAKE DOCTORS agrees to install or supply the following equipment in accordance with the terms and conditions of this Agreement in the following location(s):

**Lake Powell residential Cdd, Panama City Beach, Fl.**

Deposit must be received prior to installation; unless otherwise noted. **EXCLUDES ANY ON-SHORE ELECTRICAL WORK.**

B. CUSTOMER agrees to pay THE LAKE DOCTORS, its agents or assigns, the following sum for specified equipment:

1.	Marsh Rabbit run: 1/4hp, 208-230v oilless compressor, post mounted cabinet with cooling fan, 2 diffusers	\$ 2444.00
2.	West water oak bend: 1/4hp, 208-230v oilless compressor, post mounted cabinet with cooling fan, 1 diffuser	\$ 1831.00
3.	Sawgrass and Dune Lake Tr: 1/2hp, 208-230v oilless compressor, post mounted cabinet with cooling fan, 3 diffusers 3142.00 ea.	\$ 6284.00
4.	East water oak bend: Dual 1/4hp, 208-230v oilless compressors, base mounted cabinet with cooling fan, 4 diffusers	\$ 4452.00
5.	Multi unit discount	\$ (1200.00)
6.	3060' weighted air tubing	\$ 4040.00
7.	Installation: positioning compressors at water's edge within 25', trenching to water, sinking diffusers, and running all necessary air tubing. We have spoken with your electrician and will coordinate with them for install as we will set compressors first, let them power them up, then perform the in-water installation for diffusers and tubing.	\$ 3500.00
8.	6% sales tax	\$ 1281.06
9.	Bay county surtax	\$ 50.00
0.	Freight	\$ Free
	<b>Total of Services Accepted</b>	<b>\$ 22,682.06</b>

**A deposit of \$11,341.03 shall be payable upon execution of this Agreement.** The balance shall be payable **upon installation**, plus any taxes, including sales use taxes, fees or charges that are imposed by any governmental body relating to the service provided under this Agreement. **THE LAKE DOCTORS** considers this sale as made in Florida and is not responsible for the payment of any out-of-state (non-Florida) taxes except as required by law.

- C. THE LAKE DOCTORS agrees to sell only products with a demonstrated reliability and quality.
- D. THE LAKE DOCTORS agrees to supply equipment within **forty-five (45) business days**, subject to availability, with receipt of this executed Agreement and required advance deposit.
- E. The offer contained herein is withdrawn and this Agreement shall have no further force and effect unless executed and returned by CUSTOMER to THE LAKE DOCTORS on or before June 19, 2022.
- F. The terms and conditions form an integral part of this Agreement, and CUSTOMER hereby acknowledges that he has read and is familiar with the contents thereof. Agreement must be returned in its entirety to be considered valid.

THE LAKE DOCTORS, INC.  
Signed \_\_\_\_\_  
**MATTHEW T. SCOTT, REGIONAL MANAGER**

CUSTOMER  
Signed \_\_\_\_\_ Dated \_\_\_\_\_  
Name \_\_\_\_\_

# TERMS AND CONDITIONS

1. Equipment sold by THE LAKE DOCTORS is warranted to be free from defects in materials and workmanship per warranty of the respective equipment manufacturers. For details, see MANUFACTURERS warranty.

2 year: 2400 (1/2 HP), 3400 (3/4 HP), 4400 (1 HP), LEDC11 light kits, RGB LED kits, plus circulator models

3 year: 8400 (2 HP) J series, LEDS19 light kits, Teich-Aire Compressors, 2, 3, & 5 HP VFX & AF models (includes controllers)

5 year: 3, 5, & 7 1/2 HP J series models (including controllers)

15 year: SureSink weighted tubing for Robust-Aire Systems

Lifetime: Diffuser assembly, base mount and post mount cabinets for Robust-Aire Systems

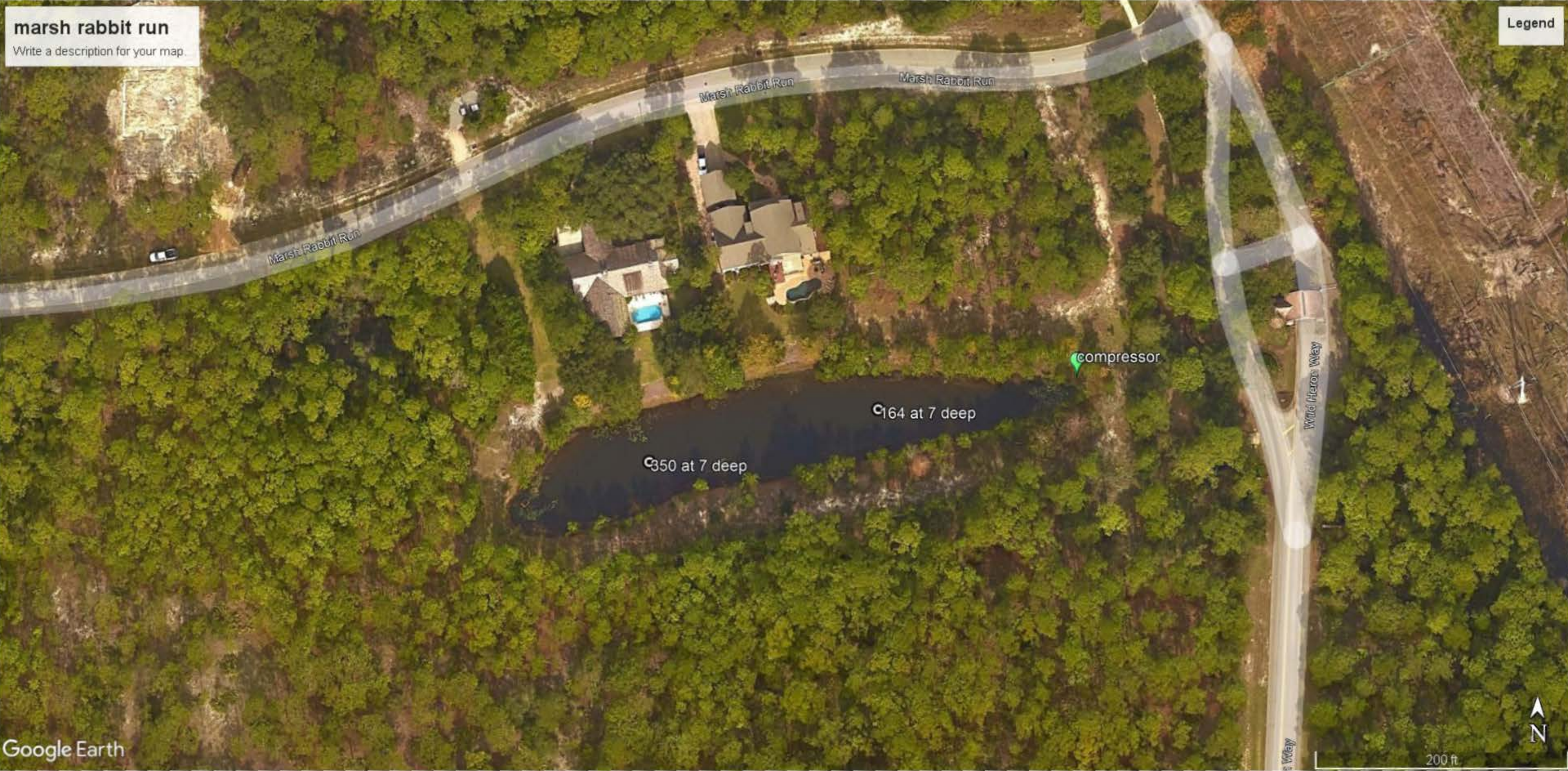
The liability is limited to the repair or replacement of such items deemed by MANUFACTURER to be defective and will not include items damaged by misuse, vandalism, theft, acts of God or other causes. CUSTOMER shall bear the cost of delivering such defective items to THE LAKE DOCTORS or MANUFACTURER for repair. Any repairs, alteration or modifications made by anyone other than an authorized representative of THE LAKE DOCTORS or MANUFACTURER will void the warranty. Warranty work will not be performed or paid for by THE LAKE DOCTORS or MANUFACTURER unless all past due balances are paid in full. No warranty is made or implied regarding the ability of the equipment to control algae, prevent fish kills, control odors or other performance criteria not directly related to proper mechanical function of the equipment.

2. Failure to follow the MANUFACTURER's required maintenance may void warranty.
3. Items not covered under our warranty will be treated and billed as regular service calls. Examples of non-warranty work include cleaning of light lenses, unclogging of nozzles and filters, valve adjustments, resetting tripped breakers.
4. CUSTOMER shall be responsible for providing proper electrical power and performing electrical hookups. All electrical work shall meet all applicable governmental requirements. Said power shall be supplied to a designated site agreed upon by THE LAKE DOCTORS and CUSTOMER and generally within 30' or less of lake or ponds edge. In all cases, power supplied should be in accordance with Article 680 and other appropriate provisions of the National Electrical Code including the use of ground fault circuit interrupter-type breakers on each submersible equipment circuit above 15 volts between conductors. It shall be CUSTOMER'S responsibility to ensure that proposed equipment to be supplied by THE LAKE DOCTORS meets all other governmental standards, including but not limited to, local electrical codes, building codes, etc. Additionally, CUSTOMER shall be responsible for obtaining any necessary permits.
5. Due to possible electrical shock hazards resulting from improper functioning of defective equipment, THE LAKE DOCTORS strongly advises CUSTOMER and other responsible parties to prohibit swimming and wading in ponds or bodies of water in which electrical equipment has been installed. Posted notice is advised.
6. THE LAKE DOCTORS does not assume any liability whatsoever for damages, losses or conditions arising from improper use or maintenance of equipment installed by THE LAKE DOCTORS or MANUFACTURER. Furthermore, THE LAKE DOCTORS and MANUFACTURER assumes no liability whatsoever for damages, losses or conditions arising from equipment purchased from THE LAKE DOCTORS and improperly installed, used or maintained by CUSTOMER or others.
7. THE LAKE DOCTORS agrees to hold CUSTOMER harmless from any loss, damage or claims arising out of the sole negligence of THE LAKE DOCTORS. However, THE LAKE DOCTORS shall in no event be liable to CUSTOMER, or others, for indirect, special or consequential damages.
8. Neither party shall be responsible in damages, penalties or otherwise for any failure or delay in the performance of any of its obligations hereunder caused by strikes, riots, war, acts of God, accidents, governmental orders and regulations, curtailment or failure to obtain sufficient material, or other force majeure condition (whether or not of the same class or kind as those set forth above) beyond its reasonable control and which, by the exercise of due diligence, it is unable to overcome.
9. THE LAKE DOCTORS shall maintain the following insurance coverage and limits: (a) Workman's Compensation with statutory limits; (b) Automobile Liability; (c) Comprehensive General Liability, including Pollution Liability, Property Damage, Completed Operations and Product Liability. A Certificate of Insurance will be provided upon request. A Certificate of Insurance naming CUSTOMER as "Additional Insured" may be provided at CUSTOMER'S request. CUSTOMER agrees to pay for any additional costs of insurance requirements over and above that provided by THE LAKE DOCTORS.
10. This Agreement is not assignable by CUSTOMER except upon prior written consent by THE LAKE DOCTORS.
11. Termination of Agreement in writing by CUSTOMER after initiation of Agreement will be subject to a 20% restocking fee plus all shipping costs and subject to a charge equal to time and materials expended upon time of cancellation.
12. Quotations are made and orders accepted on a firm price basis provided customer authorizes shipment and delivery within a period of forty-five (45) days after execution of Sales Agreement. Orders shipped after ninety (90) days are subject to prices in effect on date of shipment. All shipments F.O.B. shipping point.
13. Special or custom orders are not returnable for credit. A special or custom order is defined by THE LAKE DOCTORS as any order deviating from, or modified from, standard items, kits or systems. This shall include any component or system custom built to buyer's specifications.
14. This Agreement constitutes the entire agreement of the parties hereto and shall be valid upon acceptance by THE LAKE DOCTORS Corporate Office. No oral or written alterations or modifications of the terms contained herein shall be valid unless made in writing and accepted by an authorized representative of both THE LAKE DOCTORS and CUSTOMER.
15. THE LAKE DOCTORS reserves the right to impose a monthly service charge on past due balances. CUSTOMER agrees to reimburse THE LAKE DOCTORS for all processing fees for registering with third party companies for compliance monitoring services.
16. Should it become necessary for THE LAKE DOCTORS to bring action for collection of monies due and owing under this Agreement, CUSTOMER agrees to pay collection costs, including, but not limited to, reasonable attorneys' fees (including those on appeal) and court costs, and all other expenses incurred by THE LAKE DOCTORS resulting from such collection action.
17. If the scope of work changes after the execution of the Agreement, the Agreement can be cancelled or the customer will assume any additional cost to complete the modified agreement.



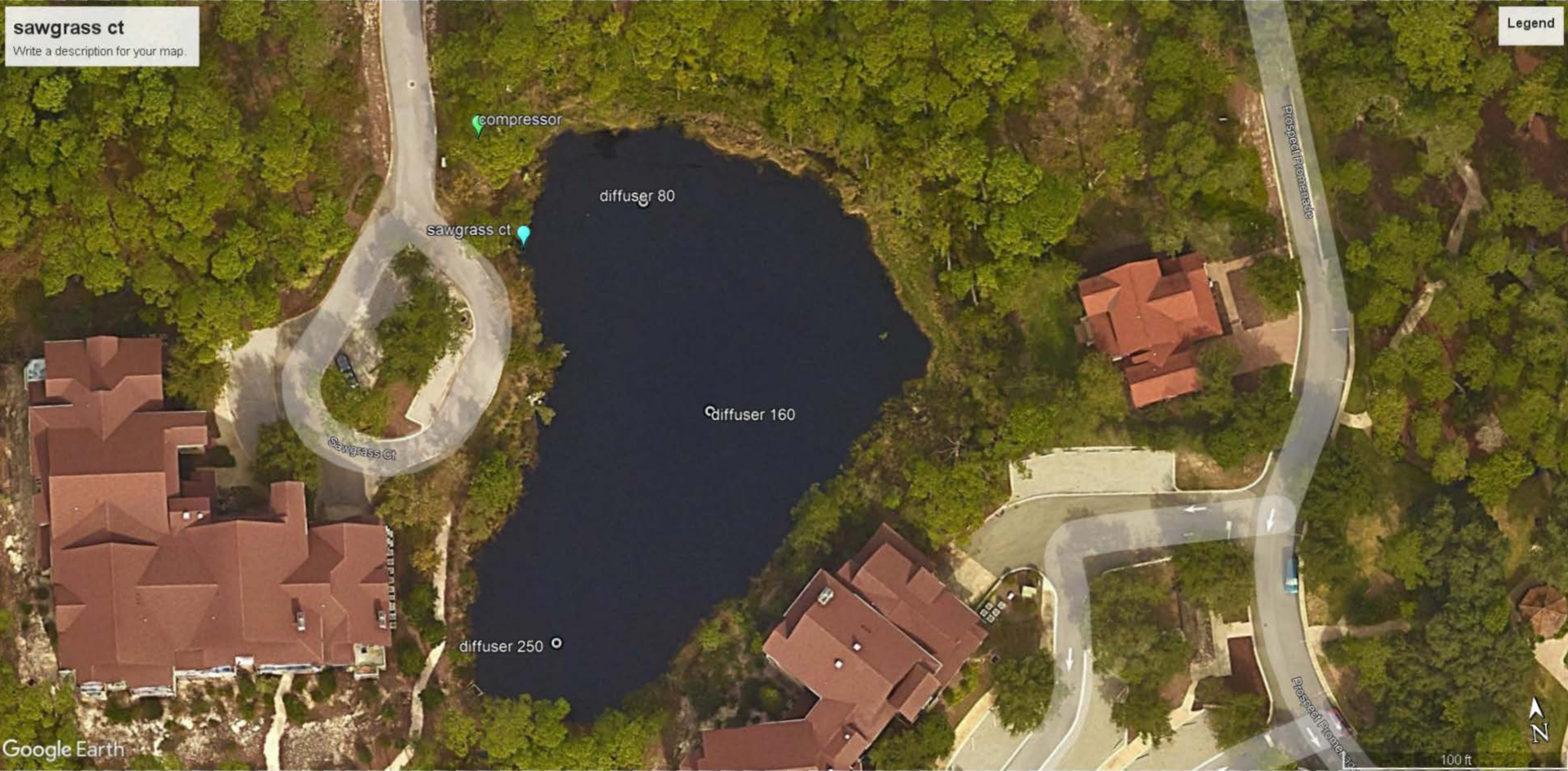
marsh rabbit run  
Write a description for your map.

Legend



**sawgrass ct**  
Write a description for your map.

Legend



compressor

diffuser 80

sawgrass ct

diffuser 160

diffuser 250

Sawgrass Ct

Prospect Promenade

Prospect Promenade



**dune lake tr**  
Write a description for your map.

Legend



EASY BOAT LAUNCH

Older Point

Sharks Tooth Trail

Sharks Tooth Trail

Sharks Tooth Trail

diffuser 375

diffuser 150

dune lake trail

compressor

diffuser 235

Dune Lake Trail

Google Earth

300 ft



# east wateroak bend

Write a description for your map.

Legend



compressor

60 at 6 deep

200 at 6 deep

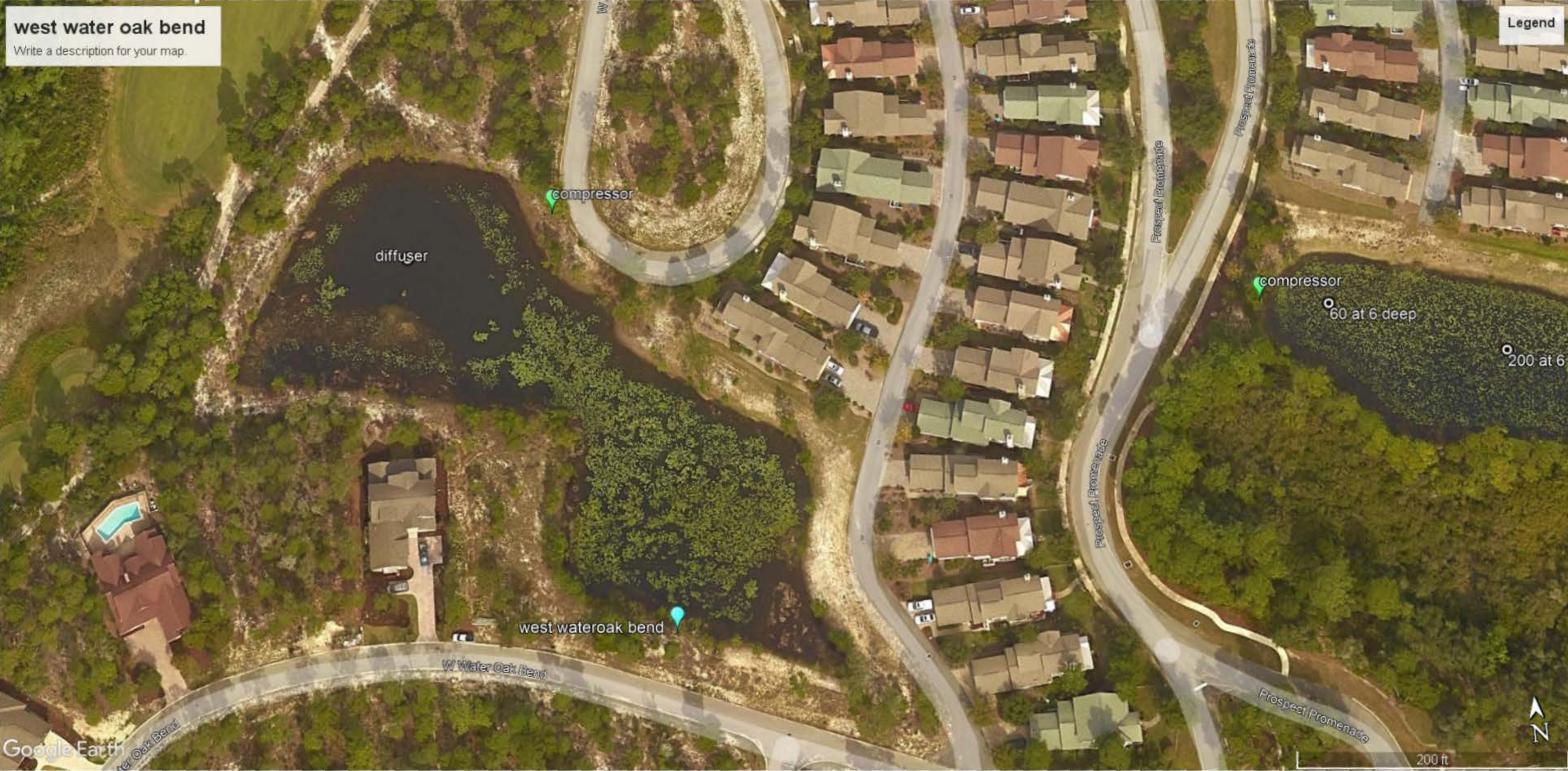
337 at 6 deep

445 at 6 deep

east water oak bend

**west water oak bend**  
Write a description for your map.

Legend



compressor

diffuser

west wateroak bend

compressor

60 at 6 deep

200 at 6

Google Earth



200 ft

**LAKE POWELL  
RESIDENTIAL GOLF  
COMMUNITY DEVELOPMENT DISTRICT**

**7C**



**The Lake Doctors, Inc.**  
Aquatic Management Services

Corporate Offices  
3543 State Road 419  
Winter Springs, FL 32708  
1-800-666-5253  
lakes@lakedoctors.com  
www.lakedoctors.com

April 28, 2022

Lake Powell Residential 728274  
Panama City Beach, FL.

The ponds were very low from lack of rain, this is causing more sunlight to the bottom so there is some growth in a few of the ponds. The uplands areas around the ponds have greened up nicely so the natural filters are doing well. There is plenty of wildlife, some wanted, some maybe not so wanted so watch your step when enjoying the ponds.

Marsh Rabbit Run: spot treated grasses growing from the outflow structure and tried a small area on the east end for the lemon bacopa just to see if grass mix has any affect; at this point monitoring the bacopa is all, it is serving as a great shoreline native in the pond.



*Figure 1 Lemon bacopa skirting edges, not a problem just monitoring*

Mts/2021

Meadowlark Large Pond: Aerator up and running. The low water is exposing the submerged vegetation that is typically in the pond but never really becomes a nuisance, for now monitoring is best but some treatment may be needed if the submerged vegetation becomes too overgrown.



*Figure 2 Very low water exposing submerged vegetation*



*Figure 3 Some of the shoreline filter is falling over because no water there to support it, just needs some rain.*



Meadowlark small pond: perfect little fragrant water lily pond



*Figure 4 Beautiful*

Marsh point: The upland areas are doing great, super regrowth from a winter cut back, did spot spray some st johns wort, but this pond does have some blue green algae on it. Since we have the aerator running the plan for treatment will be a dispersant application through the diffusers with natural nutrient remediation products to try and starve the algae, this may avoid having to utilize a lot of copper-based herbicides.



*Figure 5 Blue green filamentous algae on edges.*

Sweetbay: Beautiful shoreline with native filter, did spot out a few st johns wort and thinned some red maples, just seemed to be some large clumps that seeded in.



*Figure 6 Beautiful*



*Figure 7 Clumping red maples, did thin them some around the pond*

Turtleback: There was a small patch of southern water grass in the NE corner that I tested some spray on, but it was not much and will keep an eye on it, the pond looked good with awesome shoreline native filter.



*Figure 8 Small patch of southern water grass, but pond is doing well*

1520 Salamander Tr: There is some submerged native growth mostly slender spike rush but it is not making visual aesthetics poor at this time, would just leave for monitoring.



*Figure 9 Nothing too severe her, just monitor for now*

1576 Salamander Trail: There is a heavy spring growth of submerged vegetation in this pond visual aesthetics unsightly. Treatment recommended.



*Figure 10 Treatment recommended, dense growth*



*Figure 11 more dense growth*

West Wateroak Bend: overall the pond is fine with good fragrant water lilies keeping unwanted algae and other species out, but there is an area on the west end of sedimentation that has torpedo grass grown on it, I do not want to spray that as it would expose the "island" made from this sedimentation. This may be an area to consider some sediment removal in the future, it is not of dire importance just area to watch and prepare for.



*Figure 12 the main body of the pond has good lily stands*



*Figure 13 But this sediment plume may need to be addressed in the future, just unsightly.*

East Wateroak Bend: Beautiful water lily pond, and with aerators it will open up a pool in the middle.



*Figure 14 Beautiful*

Sawgrass Ct: Monitoring some cattails and torpedo grass in this pond, sill did not see acute need for application.



*Figure 15 see the patch of cattails monitoring in the background, pond overall is fine*

Clubhouse: beautiful lily pond with open pools created from aerators. Did not see any cogon on this pond as may have been thought on last visit.



*Figure 16 Beautiful*

Lost Cove Lane: treated the south area and a little around the outflow, pond doing fine, there were some very small patches of green filamentous algae but nothing to be concerned and no treatment necessary at this time.



*Figure 17 Overall doing great*



*Figure 18 just small patches of green filamentous algae, nothing to alarm about*



Linkside: Cogon grass still showing little to no regrowth, id spot spray that and some st johns and small pines to prevent too many around the pond. There is significant bladderwort in the pond so recommend application here, and only one compressor had power.



*Figure 19 bladderwort is dense*



*Figure 20 more bladderwort and algae*



*Figure 21 cogon grass area still dead*

Dunelake Trail: good lily stands and no excessive bladderwort like seen in the past, spot sprayed some st johns wort.



*Figure 22 beautiful*

Please see attached application recommendation costs for select ponds, but overall, the ponds were doing well coming into spring. The low water was making some unsightly areas but with rain this should all subside. Next scheduled visit is July 2022

Sincerely,

A handwritten signature in black ink, appearing to read "Matthew T. Scott".

Matthew T. Scott, B.S.  
Regional Biologist



**The Lake Doctors, Inc.**  
Aquatic Management Services

**Navarre Office**  
8307 E. Bay Blvd.  
Navarre, FL 32566  
[navarre@lakedoctors.com](mailto:navarre@lakedoctors.com)  
850-939-5787

## Water Management Agreement Major Application

**MTS/728274**

This Agreement, made this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ is between The Lake Doctors, Inc., a Florida Corporation, hereinafter called "THE LAKE DOCTORS" and

**NAME** \_\_\_\_\_

**BILLING ADDRESS** \_\_\_\_\_

**CITY** \_\_\_\_\_ **STATE** \_\_\_\_\_ **ZIP** \_\_\_\_\_ **PHONE** ( ) \_\_\_\_\_

**EMAIL ADDRESS** \_\_\_\_\_

**IF YOU WOULD LIKE YOUR INVOICE EMAILED, CHECK HERE:** \_\_\_\_\_

Hereinafter called "CUSTOMER"

**REQUESTED START DATE:** \_\_\_\_\_

**PURCHASE ORDER #:** \_\_\_\_\_

The parties hereto agree to follows:

- A. THE LAKE DOCTORS agrees to manage certain lakes and/or waterways for a period of **ONE TIME APPLICATION** from the date of execution of this Agreement in accordance with the terms and conditions of this Agreement in the following location(s):  
**Lake Powell Owners Association, Panama City Beach, FL.**

Includes applications as listed below. Aquatic weeds will re-grow after treatment; no length of control is guaranteed.

- B. CUSTOMER agrees to pay THE LAKE DOCTORS, its agents or assigns, the following sum for specified aquatic management services:

1. Marsh Point: dispersed application through diffusers for blue green algae remediation with natural nutrient reduction mixed with a little chelated algaecide.	\$ Included
2. 1576 Salamander Tr: slender spike rush application	\$ <u>Included</u>
3. Linkside: bladderwort application	\$ <u>Included</u>
4. 15-30 day follow up inspection	\$ <u>Included</u>
Total of Services Accepted	\$ <b><u>2342.00</u></b>

**\$2342.00 of the above sum-total shall be due and payable upon execution of this Agreement**, plus any taxes, including sales use taxes, fees or charges that are imposed by any governmental body relating to the service provided under this Agreement.

- C. THE LAKE DOCTORS uses products which, in its sole discretion, will provide effective and safe results.
- D. THE LAKE DOCTORS agrees to commence treatment within **fifteen (15)** business days, weather permitting, from the date of receipt of this executed Agreement plus initial deposit and/or required government permits.
- E. The offer contained herein is withdrawn and this Agreement shall have no further force and effect unless executed and returned by CUSTOMER to THE LAKE DOCTORS on or before **June 1, 2022**.
- F. The terms and conditions appearing on the reverse side form an integral part of this Agreement, and CUSTOMER hereby acknowledges that he has read and is familiar with the contents thereof. Agreement must be returned in its entirety to be considered valid.

THE LAKE DOCTORS, INC.

CUSTOMER

Signed

Signed \_\_\_\_\_ Dated \_\_\_\_\_

**MATTHEW T. SCOTT, REGIONAL MANAGER**

Name \_\_\_\_\_

# Terms & Conditions

## Major Application

1. The Underwater and Floating Vegetation Control Program will be conducted in a manner consistent with good water management practice using the following methods and techniques when applicable.
  - a. Periodic treatments to maintain control of noxious submerged floating and emersed aquatic vegetation and algae. CUSTOMER understands that some beneficial vegetation may be required in a body of water to maintain a balanced aquatic ecological system.
  - c. Determination of dissolved oxygen levels prior to treatment, as deemed necessary; to ensure that oxygen level is high enough to allow safe treatment. Additional routine water analysis and/or bacteriological analysis may be performed if required for success of the water management program.
  - d. Where applicable, treatment of only one-half or less of the entire body of water at any one time to ensure safety to fish and other aquatic life. However, THE LAKE DOCTORS shall not be liable for loss of any exotic or non-native fish or vegetation.
  - e. CUSTOMER understands and agrees that for the best effectiveness and environmental safety, materials used by THE LAKE DOCTORS, may be used at rates equal to or lower than maximum label recommendations.
  - f. Triploid grass carp stocking, if included, will be performed at stocking rates determined by the Florida Fish and Wildlife Conservation Commission permit guidelines.
  - g. CUSTOMER agrees to provide adequate access. Failure to provide adequate access may require re-negotiation or termination of this Agreement.
  - h. When deemed necessary by THE LAKE DOCTORS and approved by CUSTOMER, the planting and/or nurturing of certain varieties of plants, which for various reason, help to maintain ecological balance.
2. Under the Shoreline Grass and Brush Control Program, THE LAKE DOCTORS will treat border vegetation to the water's edge including, but not limited to torpedograss, cattails, and other emergent vegetation such as woody brush and broadleaf weeds. Many of these species take several months or longer to fully decompose. CUSTOMER is responsible for any desired physical cutting and removal.
3. CUSTOMER agrees to inform THE LAKE DOCTORS in writing if any lake or pond areas have been or are scheduled to be mitigated (planted with required or beneficial aquatic vegetation). THE LAKE DOCTORS assumes no responsibility for damage to aquatic plants if CUSTOMER fails to provide such information in a timely manner. Emergent weed control may not be performed within mitigated areas, new or existing, unless specifically stated by separate contract or modification of this Agreement. CUSTOMER also agrees to notify THE LAKE DOCTORS, in writing, of any conditions which may affect the scope of work and CUSTOMER agrees to pay any resultant higher direct cost incurred.
4. If at any time during the term of this Agreement, CUSTOMER feels THE LAKE DOCTORS is not performing in a satisfactory manner, or in accordance with the terms of this Agreement, CUSTOMER shall inform THE LAKE DOCTORS, in writing, stating with particularity the reasons for CUSTOMER'S dissatisfaction. THE LAKE DOCTORS shall investigate and attempt to cure the defect. If, after 30 days from the giving of the original notice, CUSTOMER continues to feel THE LAKE DOCTORS performance is unsatisfactory, CUSTOMER may terminate this Agreement by giving notice ("Second Notice") to THE LAKE DOCTORS and paying all monies owing to the effective date of termination. In this event, the effective date of termination shall be the last day of the month in which said second notice is received by THE LAKE DOCTORS.
5. Federal and State regulations require that various water time-use restrictions be observed during and following some treatments. THE LAKE DOCTORS will notify CUSTOMER of such restrictions. It shall be CUSTOMER responsibility to observe the restrictions throughout the required period. CUSTOMER understands and agrees that, notwithstanding any other provision of the Agreement, THE LAKE DOCTORS does not assume any liability for failure by any party to be notified of, or to observe, the above regulations.
6. THE LAKE DOCTORS shall maintain the following insurance coverage and limits: (a) Workman's Compensation with statutory limits; (b) Automobile Liability; (c) Comprehensive General Liability, including Pollution Liability, Property Damage, Completed Operations and Product Liability. A Certificate of Insurance will be provided upon request. A Certificate of Insurance naming CUSTOMER as "Additional Insured" may be provided at CUSTOMER'S request. CUSTOMER agrees to pay for any additional costs of insurance requirements over and above that provided by THE LAKE DOCTORS.
7. Neither party shall be responsible for damages, penalties or otherwise for any failure or delay in performance of any of its obligations hereunder caused by strikes, riots, war, acts of God, accidents, governmental orders and regulations, curtailment or failure to obtain sufficient material, or other force majeure condition (whether or not of the same class or kind as those set forth above) beyond its reasonable control and which, by the exercise of due diligence, it is unable to overcome. Should THE LAKE DOCTORS be prohibited, restricted or otherwise prevented or impaired from rendering specified services by any condition, THE LAKE DOCTORS shall notify CUSTOMER of said condition and of the excess direct costs arising therefrom. CUSTOMER shall have thirty (30) days after receipt of said notice to notify THE LAKE DOCTORS in writing of any inability to comply with excess direct costs as requested by THE LAKE DOCTORS.
8. CUSTOMER warrants that he or she is authorized to execute the Water Management Agreement on behalf of the riparian owner and to hold THE LAKE DOCTORS harmless for consequences of such service not arising out of the sole negligence of THE LAKE DOCTORS.
9. The amount is firm for the entire term of the original Agreement.
10. THE LAKE DOCTORS agrees to hold CUSTOMER harmless from any loss, damage or claims arising out of the sole negligence of THE LAKE DOCTORS. However, THE LAKE DOCTORS shall in no event be liable to CUSTOMER or others for indirect, special or consequential damages resulting from any cause whatsoever.
11. THE LAKE DOCTORS reserve the right to impose a monthly service charge on past due balances and/or cancel the Agreement.
12. Should CUSTOMER become delinquent, THE LAKE DOCTORS may place the account on hold for non-payment and CUSTOMER will continue to be responsible for the monthly investment amount even if the account is placed on hold. Service may be reinstated once the entire past due balance has been received in full. Should it become necessary for THE LAKE DOCTORS to bring action for collection of monies due and owing under this Agreement, CUSTOMER agrees to pay collection costs, including, but not limited to, reasonable attorneys fee (including those on appeal) and court costs, and all other expenses incurred by THE LAKE DOCTORS resulting from such collection action.
13. This Agreement is assignable by CUSTOMER upon prior written consent by THE LAKE DOCTORS.
14. This Agreement constitutes the entire agreement of the parties hereto and shall be valid upon acceptance by THE LAKE DOCTORS Corporate Office. No oral or written alterations or modifications of the terms contained herein shall be valid unless made in writing and accepted by an authorized representative of both THE LAKE DOCTORS and CUSTOMER.
15. Agreements that include debris removal shall consist of: Casual trash such as cups, plastic bags and other man-made materials up to 20 lbs. will be removed during regularly scheduled service visits. Large or dangerous items such as biohazards and landscape debris are not included.

**Prepared by and Return to:**  
Bethany Womack  
Cypress Environmental of Bay County, LLC  
PO Box 16062  
Panama City, FL 32406

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**RIPARIAN RIGHTS EASEMENT AGREEMENT**

THIS EASEMENT AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between and between the **Lake Powell Residential Golf Community Development District, a local unit of special purpose government, created, and existing pursuant to Chapter 190, Florida Statutes** (hereinafter referred to as the "Grantor"), and the **Wild Heron Property Owners Association, Inc.** (hereinafter referred to as the "Grantee") for the following uses and purposes.

WHEREAS:

A. Grantor is the owner of that certain parcel of land located in Bay County, Florida and more particularly described below:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 31, TOWNSHIP 2 SOUTH, RANGE 17 WEST, BAY COUNTY, FLORIDA; THENCE SOUTH 01 DEGREES 17 MINUTES 45 SECONDS WEST ALONG THE EAST LINE OF SAID SECTION 31 FOR 1,790.95 FEET; THENCE NORTH 88 DEGREES 42 MINUTES 15 SECONDS WEST FOR 310.10 FEET; THENCE NORTH 61 DEGREES 07 MINUTES 50 SECONDS WEST FOR 2,086.96 FEET TO THE MOST NORTHERLY CORNER OF A PARCEL OF LAND DESCRIBED AS PARCEL IV IN BAY COUNTY OFFICIAL RECORDS BOOK 1942, PAGE 426; THENCE SOUTH 28 DEGREES 52 MINUTES 10 SECONDS WEST ALONG THE NORTHWESTERLY LINE OF SAID PARCEL IV FOR 158.33 FEET TO THE MOST NORTHERLY CORNER OF CONSERVATION AREA 52 AS DESCRIBED IN A CONSERVATION EASEMENT RECORDED IN BAY COUNTY OFFICIAL RECORDS BOOK 2662, PAGE 1099 FOR THE POINT OF BEGINNING. THENCE SOUTH 48 DEGREES 52 MINUTES 24 SECONDS EAST ALONG THE NORTHEASTERLY LINE OF SAID CONSERVATION AREA 52 FOR 22.15 FEET; THENCE SOUTH 21 DEGREES 18 MINUTES 19 SECONDS WEST FOR 70 FEET, MORE OR LESS, TO THE EDGE OF LAKE POWELL; THENCE NORTHWESTERLY ALONG SAID EDGE OF LAKE POWELL FOR 31 FEET, MORE OR LESS, TO THE NORTHWESTERLY LINE OF SAID PARCEL IV AND THE WESTERLY LINE OF SAID CONSERVATION AREA 52; THENCE NORTH 28 DEGREES 52 MINUTES 10 SECONDS EAST ALONG SAID WESTERLY LINE FOR 72 FEET, MORE OR LESS. TO THE POINT OF BEGINNING (the "Property")

B. Grantee desires to obtain and Grantor has agreed to convey, certain easements, including riparian rights, to allow Grantee to obtain a sovereignty submerged land consent of use from the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida ("Board of Trustees") and construct, operate, repair and maintain dock and boat slip improvements. (consolidated and referred to as "Dock Area" as shown in Exhibit A).

NOW THEREFORE, in consideration of the premises and other good and valuable consideration the receipt, adequacy and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby covenant and agree as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by reference.

2. Grant of Easement. Grantor hereby grants and conveys to Grantee, the following easement (hereinafter the "Easement") over, upon and across a ten (10) foot wide strip of Grantor's land lying Northerly of and adjacent to the mean high water line of Lake Powell for a non-exclusive easement for ingress, egress, and utilities, and including riparian rights, upon, over and across Grantor's Parcel for the purpose of allowing Grantee to construct, repair, and maintain the Dock Area located on sovereign submerged lands pursuant to a Sovereign Submerged Land Consent of Use between Grantee and the Board of Trustees. The Easement is more particularly described as a 10 foot strip of land lying adjacent to and landward of the ordinary high water line of Lake Powell within Conservation Easement Area 52 described in Exhibit "B" attached hereto and made a part hereof.

3. Purpose of Easement. The easement granted hereby is for the express purpose of providing Grantee with the necessary riparian rights to the uplands and necessary rights for ingress, egress, utilities and for the purpose of allowing Grantee to construct, repair and maintain the Dock Area on sovereign submerged lands pursuant to a sovereignty submerged consent of use between Grantee and the Board of Trustees.

4. Maintenance and Use of Access Easement. At all times prior to the termination of the Easement, Grantee shall, at its sole cost and expense, timely perform all maintenance, repair and replacement of the Dock Area and shall at all times maintain the Dock Area in a safe condition.

5. Indemnification.

(a) Grantee hereby indemnifies and agrees to defend and hold harmless Grantor from and against all liabilities, damages, claims, costs, and expenses whatsoever (including reasonable attorney's fees and court costs at all trial and appellate levels) arising out of or in connection with Grantee's use of the Easement. Upon the termination of the Easement, the foregoing indemnification obligation of Grantee shall automatically cease, provided, however, Grantee's obligation to indemnify Grantor with respect to matters arising prior to the date of such automatic termination shall nevertheless survive such termination.

(b) Grantee shall, throughout the term of this Easement Agreement, provide and keep in force a comprehensive general public liability insurance policy with an insurance company, and in an amount and form, reasonably satisfactory to Grantor. All such policies shall name Grantor as an additional insured or loss-payee. Such policies (including renewal insurance) or certificates therefore issued by the insured shall contain an agreement by the insured that such policies shall not be cancelled without at least thirty (30) days prior written notice to Grantor, and in no event shall such policies be canceled by Grantee without Grantor' prior written consent. At least ten (10) days prior to the expiration of any such policy, Grantee shall deliver to Grantor, the new original policy or certificate for renewal insurance.

6. Termination of Easement. Grantor shall have the right to terminate the Easement at any time, at their option, upon and subject to the earlier of the termination or natural expiration of the sovereignty submerged land lease required for the operation of the Dock Area, without any replacement or renewal thereof

7. Taxes. Grantee shall pay all ad valorem taxes and assessments, if any, levied or assessed by any lawful authority against the Easement Property before the same becomes delinquent, and shall pay all tangible personal property taxes, if any, on the Dock Area

8. Permitted Encumbrances. The Easement is conveyed subject to the following liens and encumbrances (the "Permitted Encumbrances"):

(a) Ad valorem taxes and assessments assessed against the Dock Area when the same shall become due and payable;

(b) Existing easements, restrictions and mineral reservations, if any, which are not hereby reimposed.

9. Reservation by Grantor. Grantor reserve all rights of ownership in and to Grantor' Parcel which are not inconsistent with the Easement, including, without limitation, the right to grant further easements on, over or across Grantor' Parcel. Grantor further reserves the right to use Grantor's Parcel for all uses not interfering with the use permitted Grantee hereunder.

10. Time is of the essence of this Agreement. This Easement Agreement constitutes the entire agreement of the parties and may not be amended except by written instrument executed by Grantor and Grantee.

11. Venue and Choice of Law. This Easement Agreement shall be construed and interpreted in accordance with the laws of the State of Florida. In the event any litigation to enforce or interpret this Agreement, the parties hereto agree that the exclusive forum shall be the Circuit Court of Bay County, Florida.

12. Partial Invalidity. The provisions of this Easement Agreement are intended to be independent, and in the event that any provision hereof shall be declared by a court of competent jurisdiction to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the remainder of this Easement Agreement.

13. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

14. Attorney's Fees. In connection with any litigation, including appellate proceedings arising out this Easement Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.



EXECUTED as of the day and year first above written.

Signed, sealed and delivered  
in the presence of

\_\_\_\_\_

Witness: \_\_\_\_\_

\_\_\_\_\_

Witness: \_\_\_\_\_

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

\_\_\_\_\_  
**By: David Dean**  
**Its: Chairman**

Signed, sealed and delivered  
in the presence of

\_\_\_\_\_

Witness: \_\_\_\_\_

\_\_\_\_\_

Witness: \_\_\_\_\_

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

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

STATE OF FLORIDA  
COUNTY OF BAY

The foregoing instrument was acknowledged before me by means of  physical presence  
or  online notarization, this \_\_\_ day of March, 2022, by David Dean as Chairman, Lake  
Powell Residential Golf Community Development District Board of Supervisors, on behalf of  
the District, who is personally known to me or has  
produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
(Name of notary, typed or printed/stamped)

My commission expires: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF BAY

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_ as President, Wild Heron Property Owners Association, Inc., on behalf of the company, who is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
(Name of notary, typed or printed/stamped)  
My commission expires: \_\_\_\_\_

My commission number: \_\_\_\_\_

# A Structural Package for: RJ Gorman Marine Wild Heron Community Dock

1110 Prospect Promenade  
Panama City Beach, FL. 32413

Exhibit A-1

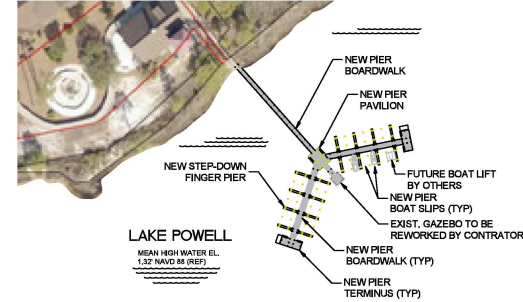


**LOCATION MAP**  
NOT TO SCALE

**PROJECT INFO:**  
 PARCEL NUMBER - 35220-020-000  
 LAND USE ZONING -CSVH (BC)  
 FLOOD ZONE - AE9



**EXISTING PIER TO BE DEMOLISHED**



**PROPOSED SITE PLAN**  
SCALE: NONE

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SECTIONS & DETAILS	S10.0

**MK WEBER**  
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3200 W. 23RD STREET  
PANAMA CITY, FL 32405  
MKWEBER.COM

COA # 33120

**MICHAEL K. WEBER**  
LICENSE  
No. 75798  
Professionally signed by Michael K. Weber  
Date: 2021/08/09  
Professional Engineer

**MICHAEL K. WEBER P.E.**  
STRUCTURAL ENGINEER  
FLORIDA P.E. # 75798

WET STAMP DIGITAL  
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A Structural Package for: RJ Gorman Marine Wild Heron Community Dock 1110 Prospect Promenade Panama City Beach, FL. 32413	DATE	
	DESCRIPTION	
REV.		

JOB NUMBER: 21013-14  
 DRAWN BY: MRM  
 CHECKED BY: MKW  
 PLOT DATE: 11/8/2021

SHEET TITLE  
COVER SHEET  
DRAWING NUMBER  
**C0.0**

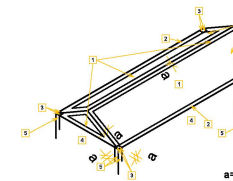
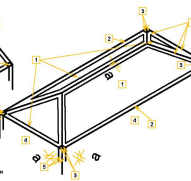
**STRUCTURAL NOTES**

**GENERAL**

- DESIGN CODE DATA
  - 2015 INTERNATIONAL BUILDING CODE
  - 2020 FLORIDA STATE BUILDING CODE
  - ASCE 7-16 MINIMUM DESIGN LOADS FOR BUILDINGS AND OTHER STRUCTURES
  - ACI 318-08 BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE AND COMMENTARY.
  - ANSI/APA W6-09S NATIONAL DESIGN SPECIFICATION FOR WOOD STRUCTURES.
  - ACI 308-16 / ASCE 3-09 / TAB 402-08 BUILDING CODE REQUIREMENTS AND SPECIFICATION FOR MASONRY STRUCTURES
- BUILDING OCCUPANCY CATEGORY = I (PER ASCE 7-16 TABLE 1-1).
- DESIGN LOADS:
  - DEAD LOADS:
  - PER = 10 PSF
  - PANASON FLOOR = 20 PSF
  - PANASON ROOF = 20 PSF
  - WIND LOADS:
  - PER = 50 PSF
  - PANASON FLOOR = 80 PSF
  - PANASON ROOF = 20 PSF
- WIND DESIGN CRITERIA
  - WIND SPEED = 140 MPH
  - EXPOSURE = D
  - ENCLOSURE CLASSIFICATION = OPEN
  - WIND EXPOSURE
  - Kz = 1.0
  - Kzt = 1.0
  - BASE VELOCITY PRESSURE, Qh=46.1 PSF

WIND EXPOSURE	COMPONENTS AND CLADDING	
	ROOF	WALLS
WINDY AREA 150 FT	DESIGN PRESSURE (PSF)	DESIGN PRESSURE (PSF)
	WINDY AREA 150 FT	WINDY AREA 150 FT
WINDY AREA 100 FT	DESIGN PRESSURE (PSF)	DESIGN PRESSURE (PSF)
	WINDY AREA 100 FT	WINDY AREA 100 FT
WINDY AREA 50 FT	DESIGN PRESSURE (PSF)	DESIGN PRESSURE (PSF)
	WINDY AREA 50 FT	WINDY AREA 50 FT

**STRUCTURAL NOTES CONT'D**

- MAXIMUM ALLOWABLE DEFLECTION CRITERIA:
    - ROOF: L/240 LIVE LOAD; L/240 TOTAL LOAD
    - FLOORS: L/480 LIVE LOAD; L/240 TOTAL LOAD (WOOD 1-JOISTS ONLY)
    - FLOORS: L/240 LIVE LOAD; L/240 TOTAL LOAD
    - VERTICAL WINDOW SUPPORT: L/1000 LIVE LOAD
    - EXTERIOR WALL SYSTEMS: L/600 WIND LOAD
  - THE CONTRACTOR IS RESPONSIBLE FOR LIMITING THE AMOUNT OF CONSTRUCTION LOAD IMPOSED UPON OR EXISTING STRUCTURAL FRAMING. CONSTRUCTION LOADS SHALL NOT EXCEED THE DESIGN CAPACITY OF THE FRAMING AT THE TIME THE LOADS ARE IMPOSED.
  - THE STRUCTURE IS DESIGNED TO FUNCTION AS A UNIT UPON COMPLETION. THE CONTRACTOR IS RESPONSIBLE FOR DESIGNING AND FURNISHING ALL TEMPORARY BRACING AND/OR SUPPORT THAT MAY BE REQUIRED AS THE RESULT OF THE CONTRACTOR'S CONSTRUCTION METHODS AND/OR SEQUENCES. THE STRUCTURAL ENGINEER ASSUMES NO LIABILITY FOR THE STRUCTURE DURING CONSTRUCTION.
  - THE CONTRACTOR IS RESPONSIBLE FOR ALL MEANS AND METHODS OF CONSTRUCTION AND ALL JOB SITE SAFETY.
  - VERIFY ALL DIMENSIONS WITH ARCHITECTURAL DRAWINGS PRIOR TO THE START OF CONSTRUCTION. RESOLVE ANY DISCREPANCY WITH DESIGNER / ENGINEER. DO NOT SCALE DRAWINGS.
  - STRUCTURAL DRAWINGS ARE INTENDED TO BE USED WITH ARCHITECTURAL, MECHANICAL, ELECTRICAL, CIVIL AND OTHER DESIGN CONSULTANTS DRAWINGS. CONTRACTOR IS RESPONSIBLE FOR COORDINATING SUCH REQUIREMENTS INTO THE SHOP DRAWINGS. ANY APPARENT DISCREPANCIES, LIMITATIONS OR CONCERNS RESULTING FROM THIS COORDINATION SHOULD BE RESOLVED WITH THE DESIGNER / ENGINEER IMMEDIATELY.
  - THE CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS AND EXISTING CONDITIONS PRIOR TO CONSTRUCTING. NOTIFY THE OWNER'S REPRESENTATIVE OF ANY DISCREPANCY IMMEDIATELY.
  - THE CONTRACTOR IS RESPONSIBLE FOR COORDINATION OF ALL BUILDING MATERIALS AND COMPONENTS. COMPONENT LOCATIONS ARE SHOWN FOR DESIGN INTENT, NOT EXACT LOCATION. SPECIFICALLY, PREPAREDLY PREPARED SHOP DRAWINGS ARE REQUIRED OF ALL TRADES FOR COORDINATION AND BEST PRACTICE. ERRORS OR OMISSIONS IN INSTALLATION DUE TO THE CONTRACTOR'S FAILURE TO COORDINATE THE WORK WILL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
- 


GABLE ROOF WIND ZONE DIAGRAM

HIP ROOF WIND ZONE DIAGRAM

**WOOD CONSTRUCTION**

- DIMENSIONAL LUMBER**
- ALL DIMENSIONAL LUMBER NOMINAL 2" THICK AND 4"-8" WIDE SHALL BE #2 SRF OR EQUAL. WIDTHS 10" AND WIDER SHALL BE #2 SRF.
  - LAMINATED VENEER LUMBER (LVL) TO BE 2.0C AND Fb = 3100 PSI OR GREATER.
  - ALL LEVEL 1 STRUCTURAL WALL FRAMING TO BE NOMINAL 2X ENGINEERED LAMINATED VENEER LUMBER (LVL) BOSE VERSA - STUD L1/2@50 OR APPROVED EQUAL.
  - SKIDS AND MEMBERS EXPOSED DIRECTLY TO MOISTURE OR IN DIRECT CONTACT WITH CONCRETE OR MASONRY SHALL BE PRESSURE TREATED.
  - PLYWOOD SHALL CONFORM TO THE LATEST EDITION OF U.S. PRODUCT STANDARD PS-1. INSTALL IN SHAGGED PATTERN. NAIL AS REQUIRED FOR DAMPHRAGM ACTION.
  - SHEAR PLATE AND SPLIT RING FASTENERS SHALL BE TECO OR APPROVED EQUAL.
  - NAILS SHALL BE STRONGHOLD, GALVANIZED COMMON NAILS OF THE SIZES INDICATED, EXCEPT THAT STAINLESS STEEL SDCING NAILS SHALL BE USED FOR THE ATTACHMENT OF EXTERIOR PLYWOOD SHEATHING.
  - ALL BOLTS AND LAG SCREWS SHALL BE AMERICAN STANDARD MANUFACTURE.
  - BOLT HOLES IN WOOD SHALL BE DRILLED 1/16" MAXIMUM OVERSIZE. HOLES FOR SCREWS AND LAG SCREWS SHALL BE FIRST BORED FOR THE SAME DEPTH AND DIAMETER OF THE SHANK, THEN THE REMAINDER OCCUPIED BY THE THREADED PORTION SHALL BE BORED NOT LARGER IN DIAMETER THAN THE ROOT OF THE THREAD. ALL SCREWS SHALL BE SCREWED, NOT DRIVEN INTO PLACE.
  - PROVIDE WASHERS UNDER ALL NUTS AND HEADS OF BOLTS AND LAG SCREWS. WASHERS SHALL BE EITHER ROUND MALLEABLE IRON OR SQUARE CUT STEEL WASHERS 1/4" THICK X 3 FASTENER DIAMETERS.
  - WHEREVER NECESSARY TO CUT OR DRILL TREATED LUMBER, TREAT THE CUT OR BORED SURFACES WITH TWO HEAVY COATS OF THE SAME PRESERVATIVE AS USED IN THE ORIGINAL TREATMENT.
  - PROVIDE SOLID BLOCKING AT MID-SPAN OF ALL SWAIN JOISTS AND STUDS EXCEEDING 10 FOOT SPAN AND AT 10 FOOT MAXIMUM ON CENTER.
  - MEMBERS BEARING ON CONCRETE OR MASONRY WALLS SHALL HAVE A 1/2" AIR SPACE AROUND SIDES AND END OF BEAM.
  - DESIGN FABRICATION AND CONSTRUCTION SHALL CONFORM TO THE "NATIONAL DESIGN SPECIFICATION FOR WOOD CONSTRUCTION" CURRENT EDITION AS RECOMMENDED BY THE NATIONAL LUMBER MANUFACTURERS' ASSOCIATION.
  - ALL COLLARS SHOWN ON STRUCTURAL DRAWINGS SHALL BE CONTINUOUS UNLESS NOTED.
  - SET ALL JOISTS WITH CROWN UP.
  - WALL SHEATHING SHALL BE NAILLED AS INDICATED ON DRAWINGS. ALL PANEL EDGES SHALL BE BUCKED WITH 2X OR WIDER FRAMING.
  - PLYWOOD SHEATHING TO BE GRADED APM STRUCTURAL I
  - ALL BOLTS, LAG SCREWS, SCREWS AND NAILS SHALL HAVE A HOT DIP GALVANIZED FINISH AT MINIMAL. ALL EXPOSED HARDWARE IS RECOMMENDED BE 316 STAINLESS STEEL.
  - SIMPSON STRONG-TIE CONNECTORS ARE SPECIFICALLY REQUIRED TO MEET THE STRUCTURAL CALCULATIONS OF PLAN. BEFORE SUBSTITUTING ANOTHER BRAND, CONFIRM LOAD CAPACITY BASED ON RELIABLE PUBLISHED TESTING DATA OR CALCULATIONS. THE ENGINEER OF RECORD IS REQUIRED TO EVALUATE AND GIVE WRITTEN APPROVAL FOR SUBSTITUTION PRIOR TO INSTALLATION.
  - ALL CONNECTORS FOR THE ATTACHMENT OF EXTERIOR BEAMS, COLUMNS AND JOISTS SHALL BE SIMPSON STRONG-TIE AND ARE TO BE S.S.

**MATERIAL SPECIFICATIONS**

**EXTERIOR WOOD LOAD BEARING JOISTS AND STUDS 2x6 AND LARGER STP NO. 2 FT OR BETTER**

**MINIMUM DESIGN VALUES**

Fv	1500 PSI
Ft	825 PSI
Fv	175 PSI
Ft	585 PSI
E	1,800,000 PSI
Emin	580,000 PSI

**CONCRETE CONSTRUCTION**

- ALL CONCRETE DESIGN AND CONSTRUCTION SHALL CONFORM WITH THE LOCAL BUILDING CODE REQUIREMENTS AND THOSE OF THE LATEST EDITION OF THE FOLLOWING STANDARDS: ACI 318, ACI 315, ACI 307, AND ACI 307.
- ALL CONCRETE, UNLESS SPECIFICALLY NOTED, SHALL BE NORMAL WEIGHT (145 PCF).
- THE COMPRESSIVE STRENGTH OF ALL GROUT USED TO PROVIDE LEVEL BEARING OF COLUMN BASE PLATES SHALL MEET OR EXCEED THE COMPRESSIVE STRENGTH OF THE SUPPORTING CONCRETE MEMBER.
- CONCRETE REINFORCING SHALL HAVE THE FOLLOWING MINIMUM PROTECTIVE COVER:
  - CONCRETE CAST AGAINST EARTH = 3"
  - CONCRETE EXPOSED TO EARTH OR WEATHER
    - #6 THROUGH #18 BARS = 2"
    - #6 BAR AND SMALLER = 1-1/2"
  - CONCRETE WITH INTERIOR EXPOSURE:
    - SLABS, WALLS, JOISTS
      - #14 AND #18 BARS = 1-1/2"
      - #11 BAR AND SMALLER = 3/4"
- UNLESS NOTED OTHERWISE ON THE DRAWINGS ALL REINFORCING SHALL BE LAPPED TO DEVELOP ITS CAPACITY AS FOLLOWS: (SEE TABLE FOLLOWING THIS SECTION)
- SLAB-ON-GRADE SHALL HAVE CLASS "X" TOLERANCE.
- 6-MIL (MIN) POLYETHYLENE VAPOR BARRIER WITH JOINTS LAPPED NOT LESS THAN 6" SHALL BE PLACED BETWEEN THE SAND BASE AND THE CONCRETE FLOOR.
- CALCIUM CHLORIDE AND OR ADMIXTURES CONTAINING CALCIUM CHLORIDE SHALL NOT BE USED.
- PLACING OF CONCRETE SHALL BE DONE IN CONFORMANCE WITH ACI-306 FOR COLD WEATHER AND ACI-305 FOR HOT WEATHER.

DWR SIZES	STANDARD	TOP BAR	TOP SURFACE	HOOK
#3	13"	16"	16"	6"
#4	20"	24"	24"	8"
#5	26"	34"	34"	10"
#6	38"	50"	50"	12"
#7	52"	68"	68"	14"

MULTIPLY LAP LENGTHS BY 1.3 FOR TOP BAR CONDITIONS. TOP BARS ARE HORIZONTAL BARS WITH 12 INCHES OR MORE OF CONCRETE BELOW.

**METAL ROOFING**

- 26 ga. METAL ROOF PANELS  
 S<sub>12</sub> = 0.027 IN"  
 t<sub>12</sub> = 0.025 IN"



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COA # 33120



MICHAEL K. WEBER P.E.  
 STRUCTURAL ENGINEER  
 FLORIDA P.E. # 75798

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A Structural Package for: **RJ Gorman Marine Wild Heron Community Dock**  
 1110 Prospect Promenade  
 Panama City Beach, FL 32413

REV.	DATE	DESCRIPTION

JOB NUMBER: 21013-14  
 DRAWN BY: MRM  
 CHECKED BY: MKW  
 PLOT DATE: 11/8/2021

SHEET TITLE

STRUCTURAL NOTES

DRAWING NUMBER

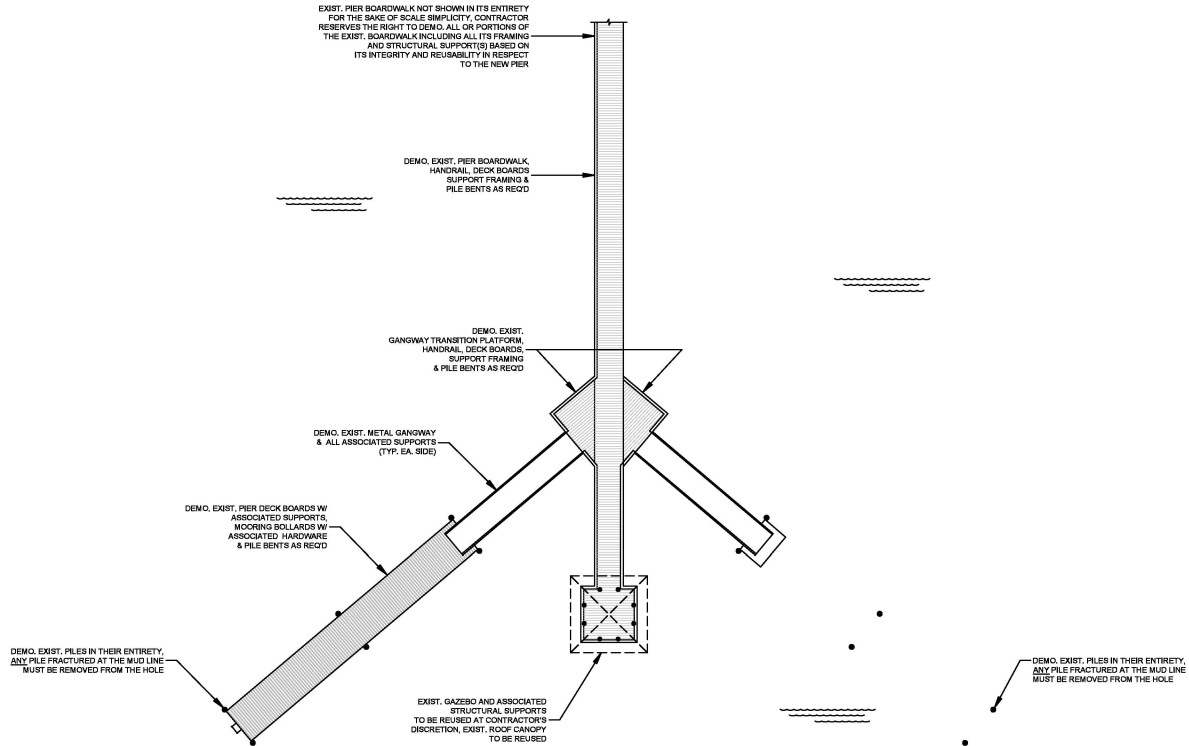
**S1.0**

**DEMOLITION NOTES:**

- 1) CONTRACTOR TO DISCONNECT ALL EXIST. ELECTRICAL OUTLETS, SWITCHES & LIGHTING AND ENSURE POWER SOURCE IS COLD AND DISCONNECTED PRIOR TO COMMENCING ANY DEMOLITION WORK (IF APPLICABLE).
- 2) CONTRACTOR TO SHUT OFF EXIST. WATER SUPPLY MAIN VALVES PRIOR TO COMMENCING THE REMOVAL AND DEMOLITION OF ANY EXISTING WATER UTILITY FIXTURES (E.G. VALVES, ETC.) (IF APPLICABLE).
- 3) CONTRACTOR TO REMOVE AND PROPERLY DISPOSE OF ALL EXIST. NON-REUSABLE ITEMS, MATERIALS AND RUBBISH, ANY HAZARDOUS MATERIAL (IF ANY) SHALL BE HANDLED PROPERLY AND SAFELY AND PROPERLY DISPOSED OF AWAY FROM THE JOBSITE.
- 4) CONTRACTOR TO MAINTAIN JOBSITE - DURING THE DEMOLITION PHASE - CLEAN AND FREE OF DEBRIS THAT MAY CONTAMINATE THE LAKE WATER AND ADJACENT SAND DUNES AS WELL AS PROPERTIES, AND MAINTAIN THE JOBSITE SAFE WITHIN ALL APPLICABLE OSHA AND BUILDING CODE REQUIREMENTS AND REGULATIONS.

**NOTE:**

ALL EXIST. STRUCTURAL MEMBERS TO BE REUSED SHALL BE INSPECTED BY THE CONTRACTOR FOR STRUCTURAL INTEGRITY. ANY COMPROMISED STRUCTURAL MEMBER OR CONNECTION SHALL BE REPLACED IN KIND AND SIZE.

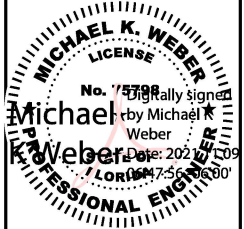


**EXISTING PIER DEMO. PLAN**  
SCALE: 3/32" = 1'-0" (1/16" NOT TO SCALE)



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REV.	DESCRIPTION	DATE	

A Structural Package for: RJ Gorman Marine  
Wild Heron Community Dock  
1110 Prospect Promenade  
Panama City Beach, FL 32413

JOB NUMBER: 21013-14  
DRAWN BY: NRM  
CHECKED BY: MKW  
PLOT DATE: 11/8/2021

SHEET TITLE  
EXISTING PIER DEMOLITION PLAN  
DRAWING NUMBER  
**S2.0**

FROM PIER BOARDWALK POINT OF ORIGINATION

THIS OVERALL MAX. DIMENSION SHALL BE DETERMINED AND LIMITED BY THE LATEST PIER, DOCK AND OTHER MARINE STRUCTURES IN REGARD TO PROPERTY LINES AND OBSTRUCTION TO WATERWAYS

**PILE NOTES**

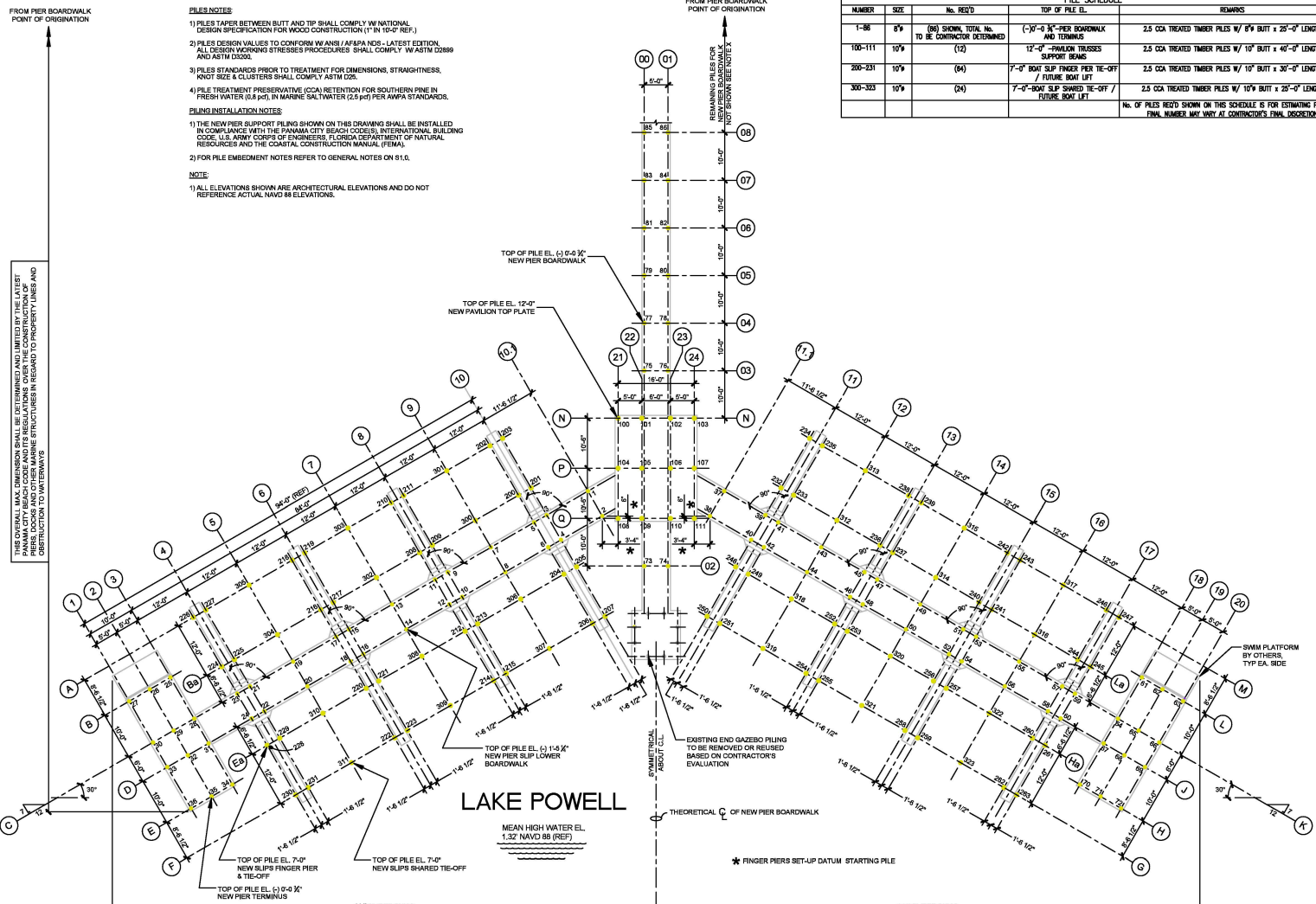
- 1) PILES TAPER BETWEEN BUTT AND TIP SHALL COMPLY W/ NATIONAL DESIGN SPECIFICATION FOR WOOD CONSTRUCTION (1" IN 10'-0" REF.)
  - 2) PILES DESIGN VALUES TO CONFORM W/ ANS I / AFPA NDS - LATEST EDITION. ALL DESIGN WORKING STRESSES PROCEDURES SHALL COMPLY W/ ASTM D2898 AND ASTM D3300.
  - 3) PILES STANDARDS PRIOR TO TREATMENT FOR DIMENSIONS, STRAIGHTNESS, KNOT SIZE & CLUSTERS SHALL COMPLY ASTM D20.
  - 4) PILE TREATMENT PRESERVATIVE (CCA) RETENTION FOR SOUTHERN PINE IN FRESH WATER (0.6 pcf), IN MARINE SALT WATER (2.5 pcf) PER AWWA STANDARDS.
- PILES INSTALLATION NOTES:**
- 1) THE NEW PIER SUPPORT PILING SHOWN ON THIS DRAWING SHALL BE INSTALLED IN COMPLIANCE WITH THE PANAMA CITY BEACH CODE(S), INTERNATIONAL BUILDING CODE, U.S. ARMY CORPS OF ENGINEERS, FLORIDA DEPARTMENT OF NATURAL RESOURCES AND THE COASTAL CONSTRUCTION MANUAL (CCM).
  - 2) FOR PILE EMBEDMENT NOTES REFER TO GENERAL NOTES ON S1.0.

**NOTE:**

- 1) ALL ELEVATIONS SHOWN ARE ARCHITECTURAL ELEVATIONS AND DO NOT REFERENCE ACTUAL NAVD 88 ELEVATIONS.

FROM PIER BOARDWALK POINT OF ORIGINATION

REMAINING PILES FOR NEW PIER TERMINUS



NUMBER	SIZE	No. REQ'D	TOP OF PILE EL.	REMARKS
1-88	8" x 8"	(88) SHOWN, TOTAL TO BE CONTRACTOR DETERMINED	(-)0'-0 3/4" -PIER BOARDWALK AND TERMINUS	2.5 CCA TREATED TIMBER PILES W/ 8" BUTT x 22'-0" LENGTH
100-111	10" x 10"	(12)	12'-0" -SPALON TRUSSES SUPPORT BEAMS	2.5 CCA TREATED TIMBER PILES W/ 10" BUTT x 40'-0" LENGTH
200-231	10" x 10"	(64)	7'-0" BOAT SLIP FINER PIER TIE-OFF / FUTURE BOAT LIFT	2.5 CCA TREATED TIMBER PILES W/ 10" BUTT x 30'-0" LENGTH
300-303	10" x 10"	(24)	7'-0" BOAT SLIP SHARED TIE-OFF / FUTURE BOAT LIFT	2.5 CCA TREATED TIMBER PILES W/ 10" BUTT x 22'-0" LENGTH

No. OF PILES REQ'D SHOWN ON THIS SCHEDULE IS FOR ESTIMATING PURPOSES. FINAL NUMBER MAY VARY AT CONTRACTOR'S FINAL DISCRETION.

THE DIMENSION SHOWN IS INTENDED AS A GEOMETRIC LAYOUT CONSTRUCTION CHECK. THIS OVERALL MAX. DIMENSION SHALL BE LIMITED AND OVER-RIDDEN BY THE LATEST PANAMA CITY BEACH CODE AND ITS REGULATIONS OVER THE CONSTRUCTION OF PIERS, DOCKS AND OTHER MARINE STRUCTURES IN REGARD TO PROPERTY LINES AND OBSTRUCTION TO WATERWAYS.

THE DIMENSION SHOWN IS INTENDED AS A GEOMETRIC LAYOUT CONSTRUCTION CHECK. THIS OVERALL MAX. DIMENSION SHALL BE LIMITED AND OVER-RIDDEN BY THE LATEST PANAMA CITY BEACH CODE AND ITS REGULATIONS OVER THE CONSTRUCTION OF PIERS, DOCKS AND OTHER MARINE STRUCTURES IN REGARD TO PROPERTY LINES AND OBSTRUCTION TO WATERWAYS.

**NEW PIER PILING PLAN**  
SCALE: 3/32" = 1'-0" (1/16" NOT TO SCALE)

**MK WEBER**  
structural engineering

3200 W. 23RD STREET  
PANAMA CITY, FL 32405  
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COA # 33120

**MICHAEL K. WEBER**  
LICENSE  
No. 75798  
Digitally signed by Michael K. Weber  
Date: 2024.03.03 10:09:00  
PROFESSIONAL ENGINEER

**MICHAEL K. WEBER P.E.**  
STRUCTURAL ENGINEER  
FLORIDA P.E. # 75798

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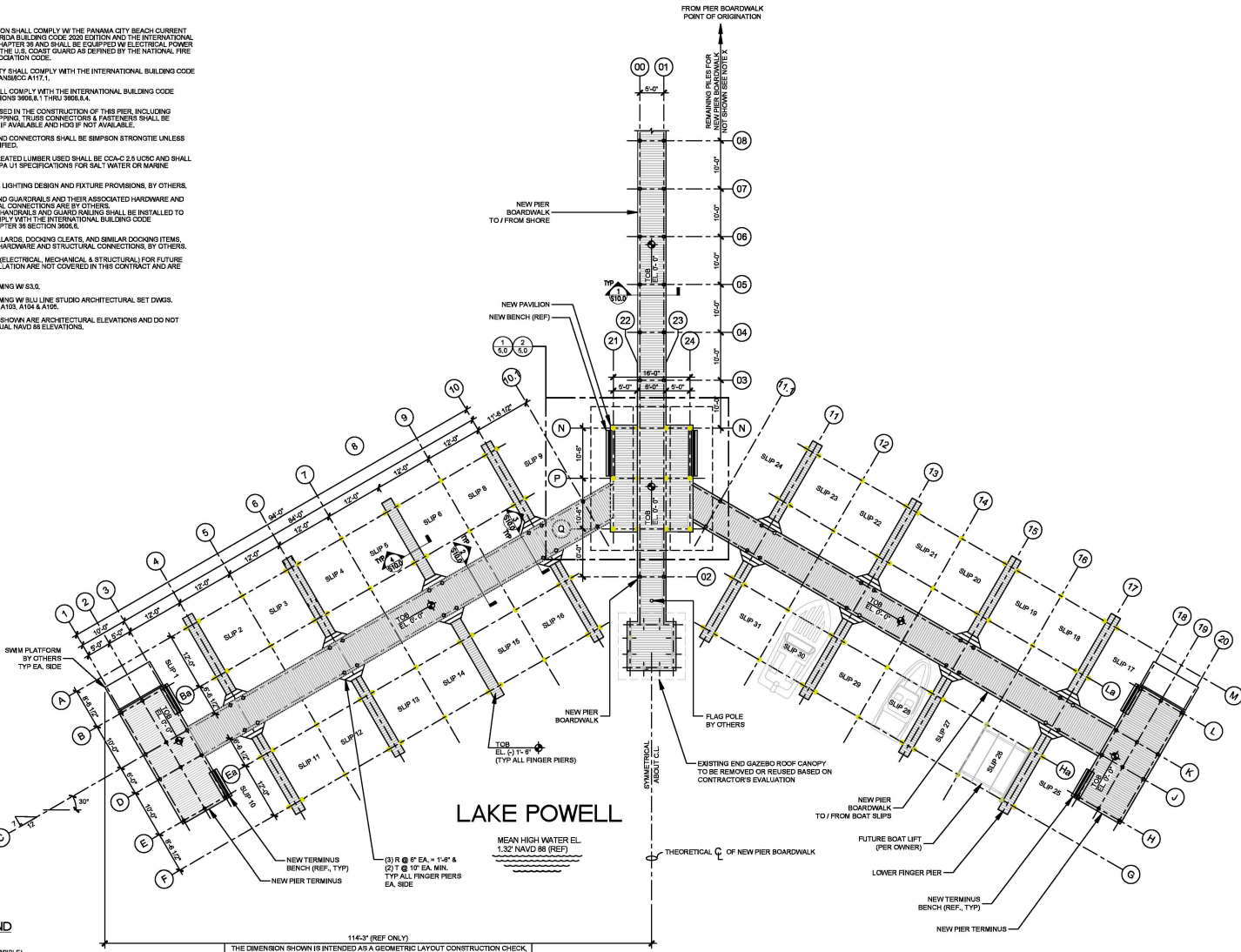
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A Structural Package for: **RJ Gorman Marine Wild Heron Community Dock**  
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JOB NUMBER: 21013-14  
DRAWN BY: MRM  
CHECKED BY: MKW  
PLOT DATE: 11/8/2021

SHEET TITLE  
**NEW PIER PILE LAYOUT PLAN**  
DRAWING NUMBER  
**S3.0**

- PIER NOTES**
- PIER CONSTRUCTION SHALL COMPLY WITH THE PANAMA CITY BEACH CURRENT CODE(S), THE FLORIDA BUILDING CODE 2020 EDITION AND THE INTERNATIONAL BUILDING CODE CHAPTER 16 AND SHALL BE EQUIPPED WITH ELECTRICAL POWER AS APPROVED BY THE U.S. COAST GUARD AS DEFINED BY THE NATIONAL FIRE PROTECTION ASSOCIATION CODE.
  - PIER ACCESSIBILITY SHALL COMPLY WITH THE INTERNATIONAL BUILDING CODE CHAPTER 11 AND ANSICC A117.1.
  - PIER EGRESS SHALL COMPLY WITH THE INTERNATIONAL BUILDING CODE CHAPTER 10 SECTIONS 1008.6.1 THRU 1008.6.4.
  - ALL HARDWARE USED IN THE CONSTRUCTION OF THIS PIER, INCLUDING HURRICANE STRAPPING, TRUSS CONNECTORS & FASTENERS SHALL BE STAINLESS STEEL IF AVAILABLE AND 100% IF NOT AVAILABLE.
  - ALL STRAPPING AND CONNECTORS SHALL BE SIMPSON STRONGTIE UNLESS OTHERWISE SPECIFIED.
  - ALL PRESSURE TREATED LUMBER USED SHALL BE COC-C 2.2 U04C AND SHALL COMPLY WITH AFWPA U1 SPECIFICATIONS FOR SALT WATER OR MARINE APPLICATIONS.
  - ALL ELECTRICAL & LIGHTING DESIGN AND FIXTURE PROVISIONS, BY OTHERS.
  - ALL HANDRAILS AND GUARDRAILS AND THEIR ASSOCIATED HARDWARE AND THEIR STRUCTURAL CONNECTIONS ARE BY OTHERS.
  - ALL HANDRAILS AND GUARDRAILING SHALL BE INSTALLED TO COMPLY WITH THE INTERNATIONAL BUILDING CODE CHAPTER 10 SECTION 1008.6.
  - ALL MOORING BOLLARDS, DOCKING CLEATS, AND SIMILAR DOCKING ITEMS, ALL ASSOCIATED HARDWARE AND STRUCTURAL CONNECTIONS, BY OTHERS.
  - ALL PROVISIONS (ELECTRICAL, MECHANICAL & STRUCTURAL) FOR FUTURE BOAT LIFT INSTALLATION ARE NOT COVERED IN THIS CONTRACT AND ARE BY OTHERS.
  - WORK THIS DRAWING W/ S.I.O.
  - WORK THIS DRAWING W/ S.I.U. LINE STUDIO ARCHITECTURAL SET DWGS. 2001, 2002, 2102, 2103, 2104 & 2105.
  - ALL ELEVATIONS SHOWN ARE ARCHITECTURAL ELEVATIONS AND DO NOT REFERENCE ACTUAL NAVD 88 ELEVATIONS.



- LEGEND**
- PILE (VISIBLE)
  - PILE (HIDDEN)
  - ⊕ SURFACE ELEVATION
  - ⊕ TOP OF DECK BOARDS

THE DIMENSION SHOWN IS INTENDED AS A GEOMETRIC LAYOUT CONSTRUCTION CHECK. THIS OVERALL MAX. DIMENSION SHALL BE LIMITED AND OVER-RIDDEN BY THE LATEST PANAMA CITY BEACH CODE AND ITS REGULATIONS OVER THE CONSTRUCTION OF PIERS, DOCKS AND OTHER MARINE STRUCTURES IN REGARD TO PROPERTY LINES AND OBSTRUCTION TO WATERWAYS.

**NEW PIER END LAYOUT - PLAN**  
SCALE: 3/32" = 1'-0" (11x17) NOT TO SCALE

**MK WEBER**  
structural engineering  
3200 W. 23RD STREET  
PANAMA CITY, FL 32405  
MKWEBER.COM  
COA # 33120

**MICHAEL K. WEBER**  
LICENSE  
No. 75798  
Digitally signed by Michael K. Weber  
Date: 2021.08.10 10:59  
PROFESSIONAL ENGINEER

MICHAEL K. WEBER P.E.  
STRUCTURAL ENGINEER  
FLORIDA P.E. # 75798

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REV.	DESCRIPTION	DATE

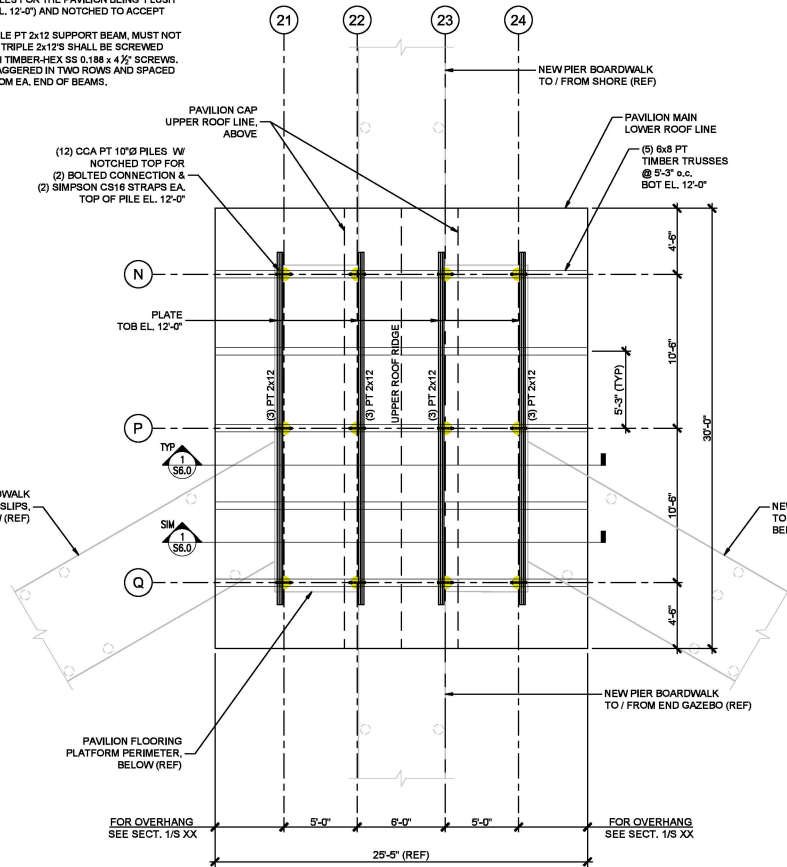
JOB NUMBER: 21013-14  
DRAWN BY: MRM  
CHECKED BY: MKW  
PLOT DATE: 11/8/2021

SHEET TITLE  
**NEW PIER END LAYOUT  
BOARDWALK, PAVILION & BOAT SLIPS PLAN**

DRAWING NUMBER  
**S4.0**

**NOTES:**

- REFER TO THE GENERAL NOTES ON SHEET S1.0 FOR ALL DESIGN NOTES AND SPECIFICATIONS NOT ON THIS DRAWING.
- WORK THIS DRAWING W/ S&O.
- WORK THIS DRAWING W/ BLUE LINE STUDIO ARCHITECTURAL SET DWGS. A201, A202 & A301.
- AN ELEVATION DISCREPANCY EXISTS BETWEEN THE ARCHITECTURAL SET AND THE STRUCTURAL SET @ THE TRUSSES SUPPORT BEAMS. THIS IS DUE TO THE TOP OF PILES FOR THE PAVILION BEING FLUSH WITH THE SUPPORT BEAMS (EL. 12'-0") AND NOTCHED TO ACCEPT THE TRIPLE 2x12 BEAMS.
- TRUSS SUPPORT BEAMS, TRIPLE PT 2x12 SUPPORT BEAM, MUST NOT HAVE MID-SPAN SPLICES. THE TRIPLE 2x12'S SHALL BE SCREWED TOGETHER W/ SIMPSON SDWH TIMBER-HEX SS 0.188 x 4 1/2" SCREWS. THESE SCREWS SHALL BE STAGGERED IN TWO ROWS AND SPACED @ 17" o.c. AND 2' DISTANCE FROM EA. END OF BEAMS.

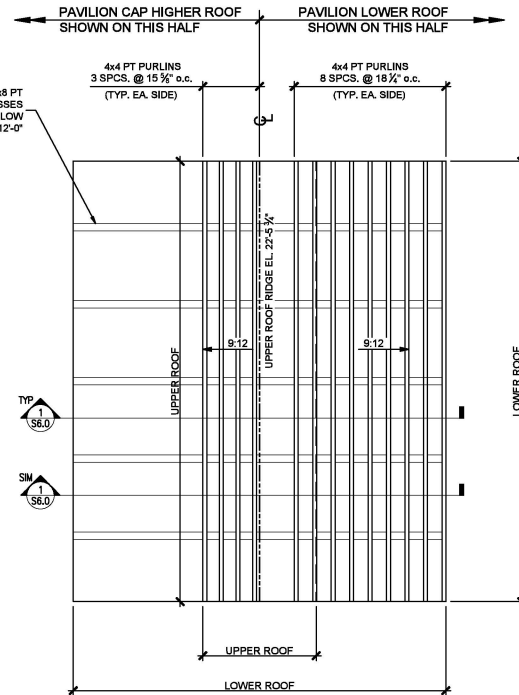


PAVILION TOP PLATE & ROOF FRAMING PLAN

**DETAIL**  
SCALE: 1/4"=1'-0" SCALE: 1/8"=1'-0" (11x17) 1 S&O (N)

**LEGEND**

- PILE (VISIBLE)
- PILE (HIDDEN)
- TOP OF BEAM
- BOT BOTTOM OF TRUSS



PAVILION ROOF FRAMING PLAN @ PURLINS

**DETAIL**  
SCALE: 1/4"=1'-0" SCALE: 1/8"=1'-0" (11x17) 2 S&O (N)

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Date: 2021.08.09 18:05:00  
PROFESSIONAL ENGINEER

MICHAEL K. WEBER P.E.  
STRUCTURAL ENGINEER  
FLORIDA P.E. # 75798

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REV.	DESCRIPTION	DATE
1	REMOVED BACK BALCONY ADDED PATIO ROOF	9-21-21

A Structural Package for: RJ Gorman Marine  
Wild Heron Community Dock  
1110 Prospect Promenade  
Panama City Beach, FL, 32413

JOB NUMBER:	21013-14
DRAWN BY:	MRM
CHECKED BY:	MKW
PLOT DATE:	11/8/2021

SHEET TITLE  
NEW PIER END LAYOUT  
PAVILION SUPPORT BEAMS  
& ROOF FRAMING PLAN

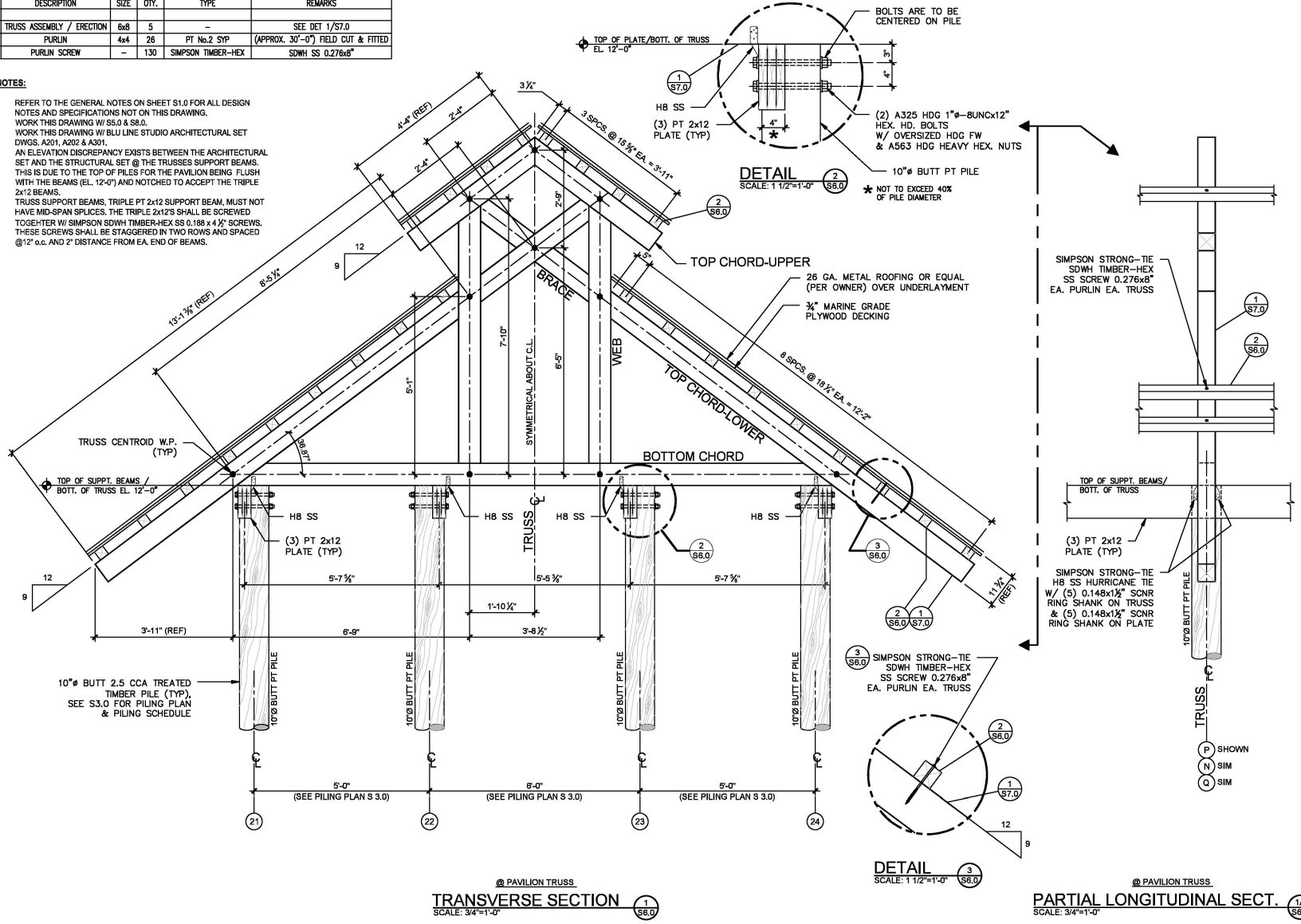
DRAWING NUMBER  
**S5.0**



PAVILION ROOF ITEM LIST				
ITEM	DESCRIPTION	SIZE	QTY.	REMARKS
1	TRUSS ASSEMBLY / ERECTION	6x8	5	SEE DET 1/S7.0
2	PURLIN	4x4	26	PT No.2 SYP (APPROX. 30'-0") FIELD CUT & FITTED
3	PURLIN SCREW	-	130	SIMPSON TIMBER-HEX SDWH SS 0.276x8"

**NOTES:**

- REFER TO THE GENERAL NOTES ON SHEET S1.0 FOR ALL DESIGN NOTES AND SPECIFICATIONS NOT ON THIS DRAWING.
- WORK THIS DRAWING W/ S5.0 & S8.0.
- WORK THIS DRAWING W/ BLU LINE STUDIO ARCHITECTURAL SET DWGS. A201, A202 & A301.
- AN ELEVATION DISCREPANCY EXISTS BETWEEN THE ARCHITECTURAL SET AND THE STRUCTURAL SET @ THE TRUSSES SUPPORT BEAMS. THIS IS DUE TO THE TOP OF PILES FOR THE PAVILION BEING FLUSH WITH THE BEAMS (EL. 12'-0") AND NOTCHED TO ACCEPT THE TRIPLE 2x12 BEAMS.
- TRUSS SUPPORT BEAMS, TRIPLE PT 2x12 SUPPORT BEAM, MUST NOT HAVE MID-SPAN SPLICES. THE TRIPLE 2x12'S SHALL BE SCREWED TOGETHER W/ SIMPSON SDWH TIMBER-HEX SS 0.188 x 4 1/2" SCREWS. THESE SCREWS SHALL BE STAGGERED IN TWO ROWS AND SPACED @ 12" o.c. AND 2" DISTANCE FROM EA. END OF BEAMS.



**@ PAVILION TRUSS**  
**TRANSVERSE SECTION** (1)  
 SCALE: 3/4"=1'-0" (S6.0)

**@ PAVILION TRUSS**  
**PARTIAL LONGITUDINAL SECT.** (1A)  
 SCALE: 3/4"=1'-0" (S6.0)

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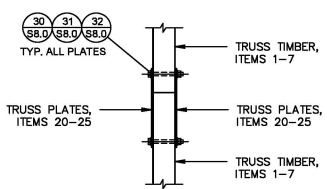
COA # 33120

Michael K. Weber  
Professional Engineer  
License No. 5798  
State of Florida

MICHAEL K. WEBER P.E. STRUCTURAL ENGINEER FLORIDA P.E. # 75798																			
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A Structural Package for: R.J. Gorman Marine Wild Heron Community Dock 1110 Prospect Promenade Panama City Beach, FL, 32413	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>REV.</th> <th>DESCRIPTION</th> <th>DATE</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table>	REV.	DESCRIPTION	DATE															
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JOB NUMBER: 21013-14 DRAWN BY: MRM CHECKED BY: MKW PLOT DATE: 11/8/2021																			
SHEET TITLE																			
SECTIONS & DETAILS																			
DRAWING NUMBER																			
S6.0																			

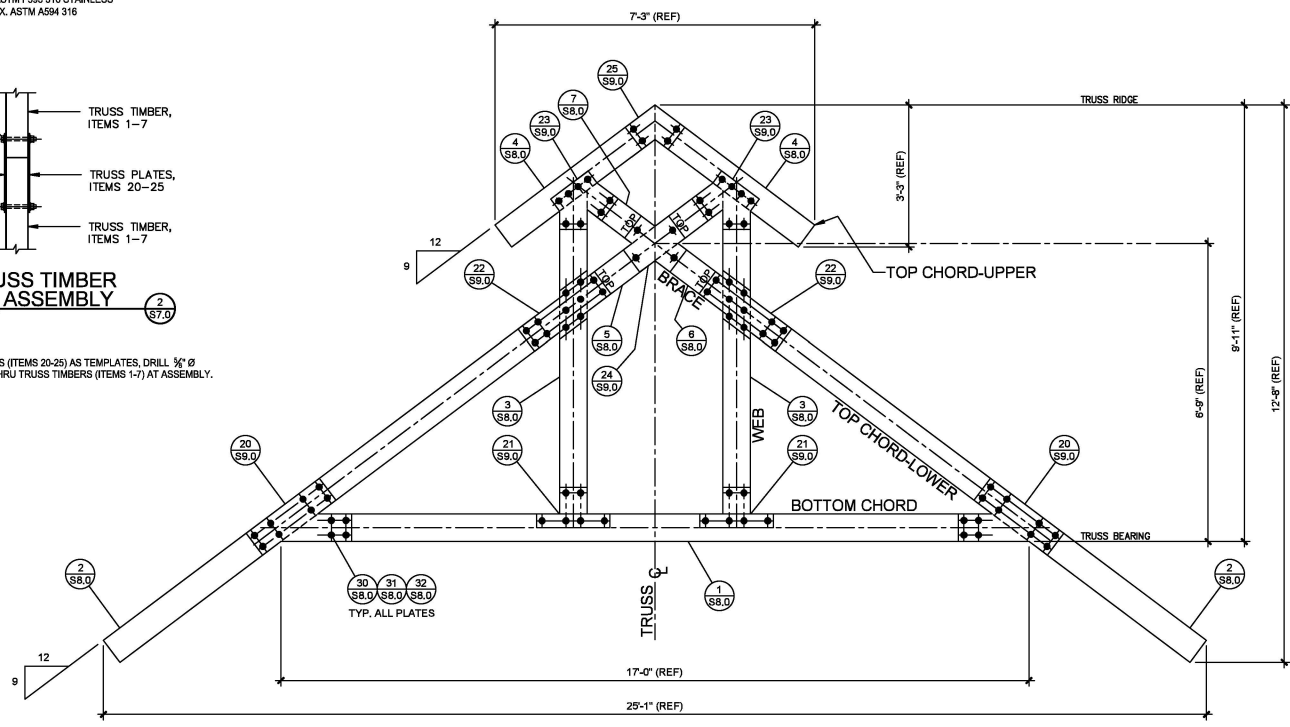
TRUSS TIMBERS (ONE TRUSS ASS'Y)				TRUSS PLATES (ONE TRUSS ASS'Y)				TRUSS PLATES HARDWARE (ONE TRUSS ASS'Y)						
ITEM	DESCRIPTION	SIZE	TYPE	REMARKS	ITEM	DESCRIPTION	QTY.	TYPE	REMARKS	ITEM	DESCRIPTION	QTY.	TYPE	REMARKS
1	BOTTOM CHORD	6x8	PT No.2 SYP	SEE DET 1/S8.0	20	BOTTOM CHORD TO TOP CHORD (LOWER)	4	ASTM 240 316 SS	SEE DET 20/S8.0	30	3/4"-11 UNC x 8"	84	HEX. HD. BOLT	ASTM F593 316 SS
2	TOP CHORD (LOWER)	6x8	II	SEE DET 2/S8.0	21	BOTTOM CHORD TO WEB	4	II	SEE DET 21/S8.0	31	3/4"-11 UNC	84	HEAVY HEX. NUT	ASTM A594 316 SS
3	WEB	6x8	II	SEE DET 3/S8.0	22	TOP CHORD TO WEB & BRACE	4	II	SEE DET 22/S8.0	32	3/4" FLAT WASHER	168	OVERSIZE, HEAVY	18-8 SS
4	TOP CHORD (UPPER)	6x8	II	SEE DET 4/S8.0	23	WEB & BRACE TO TOP CHORD (UPPER)	4	II	SEE DET 23/S8.0					
5	BRACE	6x8	II	SEE DET 5/S8.0	24	BRACE TO BRACE	2	II	SEE DET 24/S8.0					
6	BRACE	6x8	II	SEE DET 6/S8.0	25	TOP CHORD RIDGE (UPPER)	2	II	SEE DET 25/S8.0					
7	BRACE	6x8	II	SEE DET 7/S8.0										

- NOTES:**
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  - WORK THIS DRAWING W/ BLUE LINE STUDIO ARCHITECTURAL SET DWGS, A201, A202 & A301.
  - ALL TRUSS COMPONENTS BOLTS SHALL BE ASTM F593 316 STAINLESS STEEL, ALL NUTS SHALL BE HEAVY HEX. ASTM A594 316 STAINLESS STEEL (OR BETTER).



**TYP. TRUSS TIMBER & PLATE ASSEMBLY**  
SCALE: 3/4"=1'-0"

- NOTES:**
- USING TRUSS PLATES (ITEMS 20-25) AS TEMPLATES, DRILL 1/8" CLEARANCE HOLE THRU TRUSS TIMBERS (ITEMS 1-7) AT ASSEMBLY.



**NEW PAVILION**  
**TRUSS ASSEMBLY**  
SCALE: 3/4"=1'-0"  
No. REQ'D: (5)

**MK WEBER**  
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PANAMA CITY, FL 32405  
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COA # 33120

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Digitally signed by Michael K. Weber  
Date: 2022.08.18 16:00  
PROFESSIONAL ENGINEER

**MICHAEL K. WEBER P.E.**  
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FLORIDA P.E. # 75798

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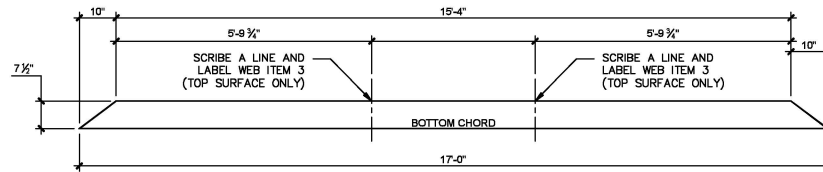
A Structural Package for: RJ Gorman Marine Wild Heron Community Dock 1110 Prospect Promenade Panama City Beach, FL, 32413	DATE	
	DESCRIPTION	
REV.		

JOB NUMBER:	21013-14
DRAWN BY:	MRM
CHECKED BY:	MKW
PLOT DATE:	11/8/2021

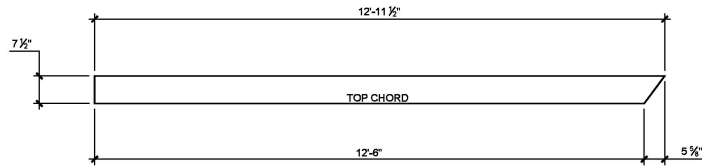
SHEET TITLE	TRUSS ASSEMBLY / ERECTION
DRAWING NUMBER	S7.0

**NOTES:**

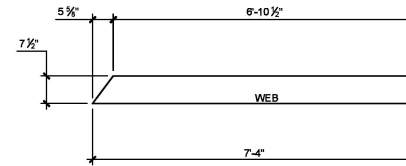
- REFER TO THE GENERAL NOTES ON SHEET S1.0 FOR ALL DESIGN NOTES AND SPECIFICATIONS NOT ON THIS DRAWING.
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- WORK THIS DRAWING W/ BLU LINE STUDIO ARCHITECTURAL SET DWGS. A201, A202 & A301.



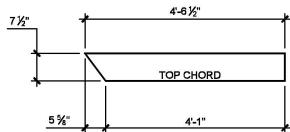
**DETAIL-ITEM 1**  
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MAT'L: 6x8 PT No.2 SYM  
(1) PER TRUSS  
TOTAL No. REQ'D: (5)



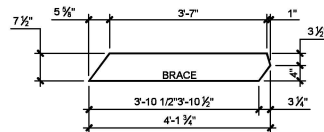
**DETAIL-ITEM 2**  
SCALE: 3/4"=1'-0"  
MAT'L: 6x8 PT No.2 SYM  
(2) PER TRUSS  
TOTAL No. REQ'D: (10)



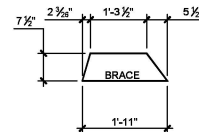
**DETAIL-ITEM 3**  
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MAT'L: 6x8 PT No.2 SYM  
(2) PER TRUSS  
TOTAL No. REQ'D: (10)



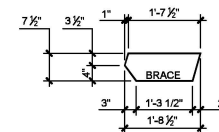
**DETAIL-ITEM 4**  
SCALE: 3/4"=1'-0"  
MAT'L: 6x8 PT No.2 SYM  
(2) PER TRUSS  
TOTAL No. REQ'D: (10)



**DETAIL-ITEM 5**  
SCALE: 3/4"=1'-0"  
MAT'L: 6x8 PT No.2 SYM  
(1) PER TRUSS  
TOTAL No. REQ'D: (5)



**DETAIL-ITEM 6**  
SCALE: 3/4"=1'-0"  
MAT'L: 6x8 PT No.2 SYM  
(1) PER TRUSS  
TOTAL No. REQ'D: (5)



**DETAIL-ITEM 7**  
SCALE: 3/4"=1'-0"  
MAT'L: 6x8 PT No.2 SYM  
(1) PER TRUSS  
TOTAL No. REQ'D: (5)

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**WEBER**  
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COA # 33120

**MICHAEL K. WEBER**  
LICENSE  
No. 75798  
Digitally signed by Michael K. Weber  
Date: 2021.08.13 10:09:00  
PROFESSIONAL ENGINEER

**MICHAEL K. WEBER P.E.**  
STRUCTURAL ENGINEER  
FLORIDA P.E. # 75798

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REV.	DESCRIPTION	DATE	

A Structural Package for: **RJ Gorman Marine Wild Heron Community Dock**  
1110 Prospect Promenade  
Panama City Beach, FL 32413

JOB NUMBER: 21013-14  
DRAWN BY: MRM  
CHECKED BY: MKW  
PLOT DATE: 11/8/2021

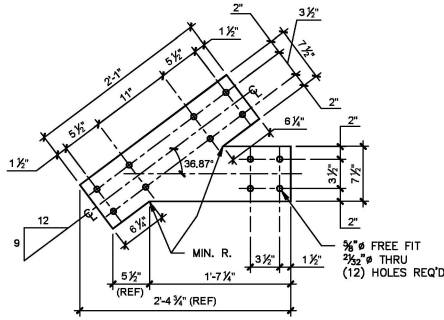
SHEET TITLE  
TRUSS ASSEMBLY  
TRUSS TIMBERS CUT DETAILS  
DRAWING NUMBER

**S8.0**

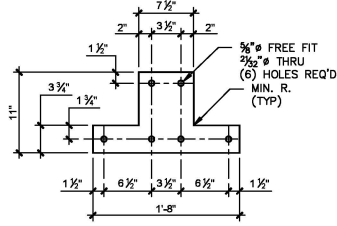
Exhibit A-9

**NOTES:**

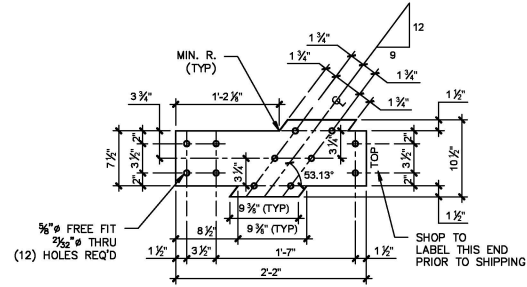
- REFER TO THE GENERAL NOTES ON SHEET S1.0 FOR ALL DESIGN NOTES AND SPECIFICATIONS NOT ON THIS DRAWING.
- WORK THIS DRAWING W/ S7.0.
- WORK THIS DRAWING W/ BLU LINE STUDIO ARCHITECTURAL SET DWGS. A201, A202 & A301.
- ALL TRUSS PLATES SHALL BE ASTM A240 316 STAINLESS STEEL (OR BETTER).
- 1/2" MIN. R. REQ'D AS SHOWN ON ALL INTERIOR ACUTE ANGLES TO PREVENT STRESS CRACKS.



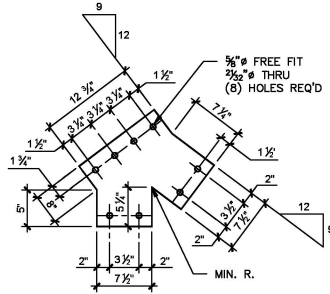
**DETAIL ITEM 20**  
SCALE: 1 1/2"=1'-0"  
MATERIAL: 316 SS 3/8" PL  
(4) PER TRUSS  
TOTAL No. REQ'D: (20)



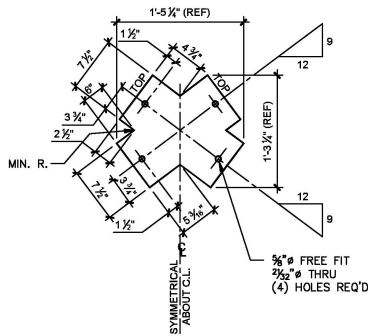
**DETAIL ITEM 21**  
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MATERIAL: 316 SS 3/8" PL  
(4) PER TRUSS  
TOTAL No. REQ'D: (20)



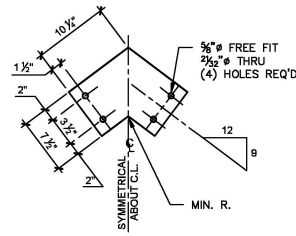
**DETAIL ITEM 22**  
SCALE: 1 1/2"=1'-0"  
MATERIAL: 316 SS 3/8" PL  
(4) PER TRUSS  
TOTAL No. REQ'D: (20)



**DETAIL ITEM 23**  
SCALE: 1 1/2"=1'-0"  
MATERIAL: 316 SS 3/8" PL  
(4) PER TRUSS  
TOTAL No. REQ'D: (20)



**DETAIL ITEM 24**  
SCALE: 1 1/2"=1'-0"  
MATERIAL: 316 SS 3/8" PL  
(2) PER TRUSS  
TOTAL No. REQ'D: (10)



**DETAIL ITEM 25**  
SCALE: 3/4"=1'-0"  
MATERIAL: 316 SS 3/8" PL  
(2) PER TRUSS  
TOTAL No. REQ'D: (10)



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PANAMA CITY, FL 32405  
MKWEBER.COM

COA # 33120



MICHAEL K. WEBER P.E.  
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FLORIDA P.E. # 75798

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A Structural Package for: RJ Gorman Marine  
Wild Heron Community Dock  
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Panama City Beach, FL 32413

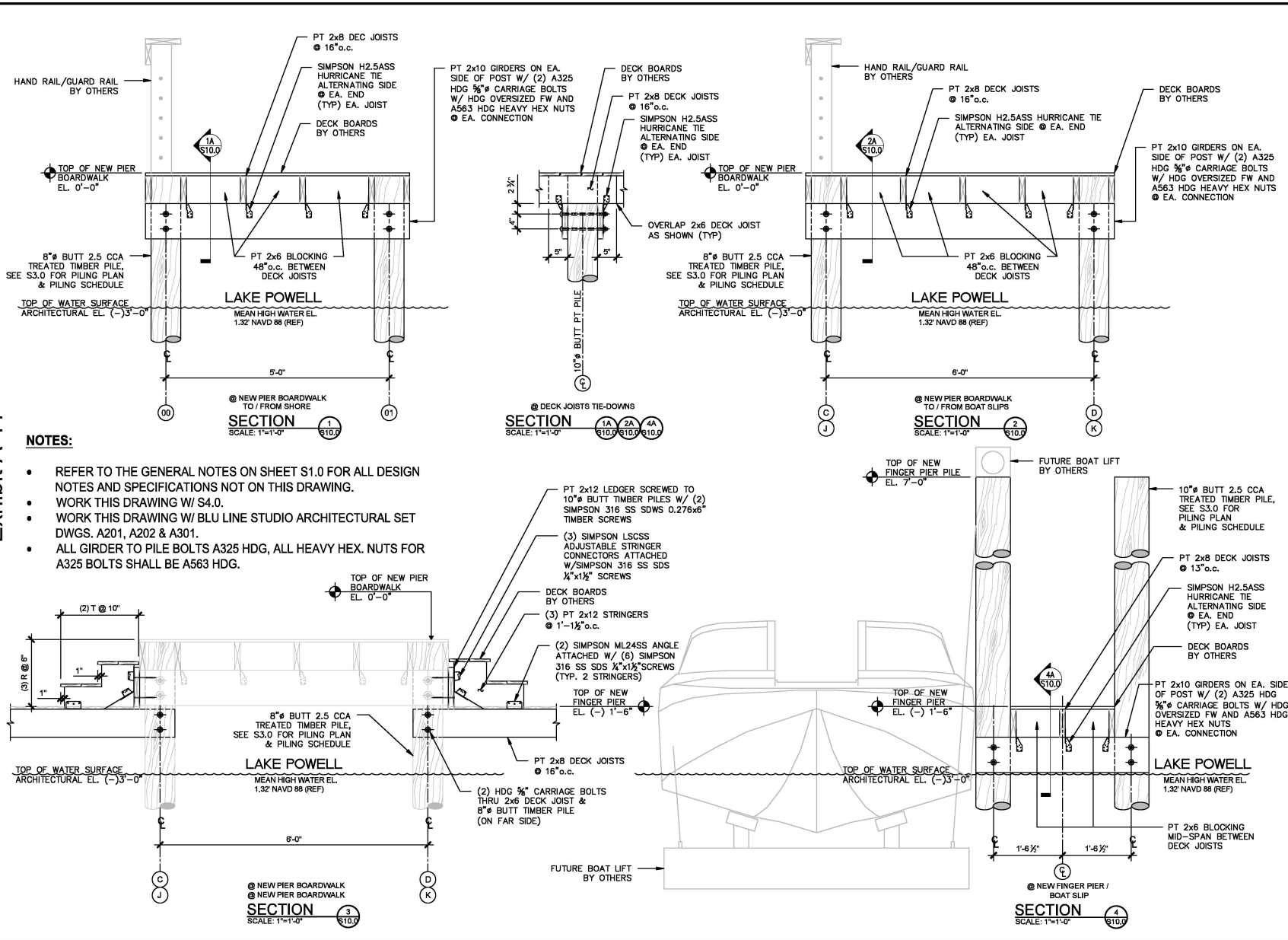
REV.	DESCRIPTION	DATE

JOB NUMBER:	21013-14
DRAWN BY:	MRM
CHECKED BY:	MKW
PLOT DATE:	11/8/2021

SHEET TITLE  
TRUSS ASSEMBLY  
TRUSS PLATES SHOP DETAILS

DRAWING NUMBER  
**S9.0**

Exhibit A-10



**NOTES:**

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- WORK THIS DRAWING W/ S4.0.
- WORK THIS DRAWING W/ BLU LINE STUDIO ARCHITECTURAL SET DWGS. A201, A202 & A301.
- ALL GIRDER TO PILE BOLTS A325 HDG, ALL HEAVY HEX. NUTS FOR A325 BOLTS SHALL BE A563 HDG.

**MK WEBER**  
structural engineering

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PANAMA CITY, FL 32405  
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COA # 33120

Michael K. Weber  
Professional Engineer  
No. 75798  
Date: 2024.11.05  
FL 000049000000000000

MICHAEL K. WEBER P.E. STRUCTURAL ENGINEER FLORIDA P.E. # 75798	
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JOB NUMBER: 21013-14 DRAWN BY: MRM CHECKED BY: MKW PLOT DATE: 11/8/2021	SHEET TITLE SECTIONS & DETAILS DRAWING NUMBER <b>S10.0</b>

EXHIBIT "B"  
CONSERVATION AREA NO. 52

DESCRIPTION OF CONSERVATION AREA 52 (REVISED APRIL 28, 2005): COMMENCE AT THE MOST EASTERLY CORNER OF LOT AVII-6, WILD HERON PHASE VII, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 19, PAGES 69 THROUGH 71, IN THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA. THENCE SOUTH 52 DEGREES 07 MINUTES 09 SECONDS WEST ALONG THE SOUTHEASTERLY LINE OF SAID LOT AVII-6 AND THE SOUTHWESTERLY EXTENSION THEREOF FOR 1492.60 FEET; THENCE WEST FOR 401.20 FEET TO THE POINT OF BEGINNING. THENCE SOUTH 48 DEGREES 52 MINUTES 24 SECONDS EAST FOR 62.84 FEET; THENCE SOUTH 51 DEGREES 37 MINUTES 57 SECONDS EAST FOR 124.54 FEET; THENCE NORTH 19 DEGREES 14 MINUTES 09 SECONDS WEST FOR 32.26 FEET; THENCE SOUTH 36 DEGREES 05 MINUTES 38 SECONDS EAST FOR 64. 71 FEET; THENCE SOUTH 46 DEGREES 28 MINUTES 11 SECONDS EAST FOR 121.09 FEET; THENCE SOUTH 50 DEGREES 35 MINUTES 13 SECONDS EAST FOR 106.55 FEET; THENCE SOUTH 10 DEGREES 49 MINUTES 41 SECONDS EAST FOR 47.84 FEET; THENCE SOUTH 45 DEGREES 45 MINUTES 56 SECONDS EAST FOR 82.03 FEET; THENCE SOUTH 52 DEGREES 08 MINUTES 05 SECONDS EAST FOR 65.24 FEET; THENCE SOUTH 60 DEGREES 15 MINUTES 57 SECONDS EAST FOR 73.91 FEET; THENCE SOUTH 44 DEGREES 23 MINUTES 07 SECONDS EAST FOR 25.57 FEET; THENCE NORTH 89 DEGREES 27 MINUTES 35 SECONDS EAST FOR 41.56 FEET; THENCE SOUTH 61 DEGREES 37 MINUTES 36 SECONDS EAST FOR 306.45 FEET; THENCE SOUTH 55 DEGREES 44 MINUTES 09 SECONDS EAST FOR 142.54 FEET; THENCE SOUTH 62 DEGREES 27 MINUTES 07 SECONDS EAST FOR 55.71 FEET; THENCE SOUTH 80 DEGREES 26 MINUTES 29 SECONDS EAST FOR 77.96 FEET TO THE SOUTHEASTERLY LINE OF THE PARCEL DESCRIBED IN BAY COUNTY DEED BOOK 12, PAGE 407; THENCE SOUTH 28 DEGREES 52 MINUTES 10 SECONDS WEST ALONG SAID SOUTHEASTERLY LINE FOR 140 FEET, MORE OR LESS, TO THE EDGE OF LAKE POWELL; THENCE WESTERLY ALONG THE EDGE OF SAID LAKE FOR 1382 FEET, MORE OR LESS, TO A LINE THAT BEARS SOUTH 28 DEGREES 52 MINUTES 10 SECONDS WEST FROM THE POINT OF BEGINNING; THENCE NORTH 28 DEGREES 52 MINUTES 10 SECONDS EAST FOR 73 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, CONTAINING 2.570 ACRES, MORE OR LESS, AND BEING SITUATE IN SECTION 31, TOWNSHIP 2 SOUTH, RANGE 17 WEST, BAY COUNTY, FLORIDA. 124.54 FEET; THENCE NORTH 19 DEGREES 14 MINUTES 09 SECONDS WEST FOR 32.26 FEET; THENCE SOUTH 36 DEGREES 05 MINUTES 38 SECONDS EAST FOR 64. 71 FEET; THENCE SOUTH 46 DEGREES 28 MINUTES 11 SECONDS EAST FOR 121.09 FEET; THENCE SOUTH 50 DEGREES 35 MINUTES 13 SECONDS EAST FOR 106.55 FEET; THENCE SOUTH 10 DEGREES 49 MINUTES 41 SECONDS EAST FOR 47.84 FEET; THENCE SOUTH 45 DEGREES 45 MINUTES 56 SECONDS EAST FOR 82.03 FEET; THENCE SOUTH 52 DEGREES 08 MINUTES 05 SECONDS EAST FOR 65.24 FEET; THENCE SOUTH 60 DEGREES 15 MINUTES 57 SECONDS EAST FOR 73.91 FEET; THENCE SOUTH 44 DEGREES 23 MINUTES 07 SECONDS EAST FOR 25.57 FEET; THENCE NORTH 89 DEGREES 27 MINUTES 35 SECONDS EAST FOR 41.56 FEET; THENCE SOUTH 61 DEGREES 37 MINUTES 36 SECONDS EAST FOR 306.45 FEET; THENCE SOUTH 55 DEGREES 44 MINUTES 09 SECONDS EAST FOR 142.54 FEET; THENCE SOUTH 62 DEGREES 27 MINUTES 07 SECONDS EAST FOR 55.71 FEET; THENCE SOUTH 80 DEGREES 26 MINUTES 29 SECONDS EAST FOR 77.96 FEET TO THE SOUTHEASTERLY LINE OF THE PARCEL DESCRIBED IN BAY COUNTY DEED BOOK 12, PAGE 407; THENCE SOUTH 28 DEGREES 52 MINUTES 10 SECONDS WEST ALONG SAID SOUTHEASTERLY LINE FOR 140 FEET, MORE OR LESS, TO THE EDGE OF LAKE POWELL; THENCE WESTERLY ALONG THE EDGE OF SAID LAKE FOR 1382 FEET, MORE OR LESS, TO A LINE THAT BEARS SOUTH 28 DEGREES 52 MINUTES 10 SECONDS WEST FROM THE POINT OF BEGINNING; THENCE NORTH 28 DEGREES 52 MINUTES 10 SECONDS EAST FOR 73 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, CONTAINING 2.570 ACRES, MORE OR LESS, AND BEING SITUATE IN SECTION 31, TOWNSHIP 2 SOUTH, RANGE 17 WEST, BAY COUNTY, FLORIDA.

**LAKE POWELL  
RESIDENTIAL GOLF  
COMMUNITY DEVELOPMENT DISTRICT**

**8**



April 27, 2022

Lake Powell Residential Golf CDD
2300 Glades Road, Suite 401W
Boca Raton, FL 33431

Dear \_\_\_\_\_:

Please allow this letter to serve as Rostan Solutions' (ROSTAN's) commitment to provide Disaster Debris Monitoring and Reimbursement Management Services to the Lake Powell Residential Golf Community Development District (District) under the same terms and conditions as Contract 21-16 Disaster Debris Removal and Disposal Monitoring Services dated May 4, 2021 (Agreement) between the Bay County Board of County Commissioners (County) and ROSTAN (attached). The term of the Agreement is five (5) years.

The District will receive the same level of service and pricing as stated in the Agreement referenced above. The District's agreement with ROSTAN will be administered independently of the County and all issues will be handled directly between the District and ROSTAN. Please acknowledge acceptance of this Agreement by returning a signed copy of this letter for our files.

To ensure maximum protection of the District's federal grant funding should public assistance be made available, we recommend that the District obtain written permission to piggyback on the Agreement from the County. The District should maintain a copy of the acknowledgement from the County, as well as this letter of agreement, to support future reimbursement requests.

We appreciate the opportunity to serve the District.

Sincerely,

Rostan Solutions LLC

Accepted and approved by:

Signature: \_\_\_\_\_

Darius J. Stankunas
President

Name/Title: \_\_\_\_\_

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

Attachment



## **CONTRACT 21-16 DISASTER DEBRIS REMOVAL AND DISPOSAL MONITORING SERVICES**

This Contract, dated May 4, 2021 between the Bay County Board of County Commissioners, located at 840 West 11<sup>th</sup> Street, Panama City, FL 32401 ("County"), and Rostan Solutions, LLC, located at 3433 Lithia Pinecrest Road, Suite 287, Valrico, FL 33596 ("Contractor").

### 1. Scope of Work

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

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

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

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

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

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

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

2. Term

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

3. Contract Price

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

4. Payments

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

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

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

5. Independent Contractor

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

6. Sub-Contractors

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

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

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

7. Contractor's Personnel

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

8. Cooperation

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

9. Materials, Supplies, Etc.

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

10. Records / Audits

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

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

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

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

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

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

12. Public Records Custodian

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

13. Inspector General

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

14. County Representative

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

15. Laws, Rules and Regulations

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

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

16. Public Entity Crimes Statement

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

17. Employment Eligibility Verification

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

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

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

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

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

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

18. Insurance

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

19. Hold Harmless and Indemnification

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

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

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

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

This Section survives termination or expiration of this Contract.

20. Duty to Pay Defense Costs and Expenses

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

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

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

This Section survives termination or expiration of this Contract.

22. Notices

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

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

For the Contractor:  
Rostan Solutions, LLC  
Attn: Sam Rosania, Exec. Vice President  
3433 Lithia Pinecrest Road, Suite 287  
Valrico, FL 33596

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

23. Assignment

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

24. Successors and Assigns.

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

25. Entire Agreement

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

26. No Waiver

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

27. Administrative, Contractual, or Legal Remedies

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

28. Termination for Convenience

The County may terminate this Contract at any time for any reason by giving at least ten (10) days notice in writing to the Contractor. If the Contract is



terminated by the County as provided herein, the Contractor will be entitled to receive payment for those services reasonably performed to the date of termination.

27. Termination for Cause

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

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

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

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

28. Conflicts

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

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

29. Severability

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

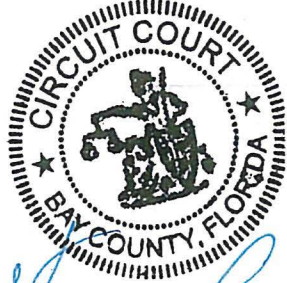
30. Governing Law & Venue

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

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Contract as of this 7th day of May, 2021.

Executed by:



BOARD OF COUNTY COMMISSIONERS  
BAY COUNTY FLORIDA

By: [Signature]  
Robert Carroll, Chairman

Attest: [Signature]  
Bill Kinsaul, Clerk of Court

Approved as to form  
[Signature]  
Office of Bay County Attorney  
**Brian D. Leebrick**



ROSTAN SOLUTIONS, LLC  
By: [Signature]  
(Authorized Representative)

Its: Executive Vice President

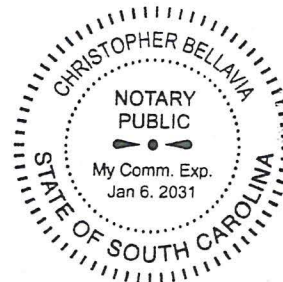
State of South Carolina  
County of Charleston

This Contract was acknowledged and subscribed before me the undersigned notary this 7th day of May, 2021, by Sam Rosania, as Executive Vice President of Rostan Solutions, LLC and with proper authority, and who is personally known by me or produced identification of \_\_\_\_\_

[Signature]  
Notary Public

Exhibits:

1. Scope of Work
2. Sample Task Order
3. Contractor's Unit Pricing
4. Federal Regulations Contract Requirements
5. Insurance Requirements



## **EXHIBIT 1 SCOPE OF SERVICES**

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

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

### **Deployment**

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

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

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

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

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

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

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

### **Pre-Event Requirements**

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

Contractor will, at no cost to the County:

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

### **Post-Event Requirements**

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

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

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

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

### **Personnel Requirement and Responsibilities**

#### **On-Site Project Manager**

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

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

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

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

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

### **Debris Monitoring Field Supervisor**

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

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

## **Debris Monitors**

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

## **Debris Loading Site Monitors**

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

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



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

### **Debris Tower/Site Monitors**

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

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

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

### **Clerical/Data Entry Supervisor**

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

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

### **Clerical Staff/Data Entry Clerk**

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

### **Disposal Site Monitoring**

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

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

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

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

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

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

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

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

7) Ensure only empty vehicles leave the disposal site.

## **Public Information Assistance**

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

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

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

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

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

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

## **Database Reporting**

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

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

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

## **Payment Monitoring**

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

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

## **Other Related Services:**

### Event Closure

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

### Federal Funding

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

### Compliance

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

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

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

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

#### Meetings with County Personnel

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

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

#### Reporting to the County's Project Manager

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

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

#### Debris Sites

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

**EXHIBIT 2  
SAMPLE TASK ORDER  
TASK ORDER NO. \_\_\_\_\_ (To be assigned by County)**

**TITLE OF TASK ORDER**

**Notice to Proceed**

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

Section I. BACKGROUND

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

Section II. SCOPE OF SERVICES

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

Section III. DELIVERABLES

All documentation necessary for reimbursement by FEMA.

Section VI. SCHEDULE

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

Section VII. METHOD OF COMPENSATION

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

CONTRACTOR

BAY COUNTY BOARD OF COUNTY  
COMMISSIONERS

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**EXHIBIT 3  
CONTRACTOR'S HOURLY PRICING**



**REVISED PROPOSAL FORM  
RFP 21-16**

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

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

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


Submitted By: Rostan Solutions, LLC  
Name of Firm/Contractor Submitting This Bid

Bid Prepared By: Sam Rosania, Executive Vice President  
Name of Individual Who Prepared This Bid

Contact Email: srosania@rostan.com

Address: 3433 Lithia Pinecrest Road, Suite 287, Valrico, FL 33596

Phone: 813-333-7042 | Mobile: 813-505-1313

  
\_\_\_\_\_  
Signature of Authorized Representative of Firm/Contractor

3/26/2021  
\_\_\_\_\_  
Date

SEAL: (If bid is by Corporation)

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

**PRICE SCHEDULE**

<b>Item #</b>	<b>Position</b>	<b>Estimated Project Hours*</b>	<b>Hourly Rate</b>	<b>Extended Cost</b>
1	On-Site Project Manager	112	\$74.00	\$8,288.00
2	Debris Monitoring Field Supervisor	336	\$44.00	\$14,784.00
3	Debris Loading Site Monitors	840	\$34.50	\$28,980.00
4	Debris Tower Site Monitors	840	\$33.00	\$27,720.00
5	Clerical/Data Entry Supervisor	40	\$30.00	\$1,200.00
6	Clerical/Data Entry Clerk	250	\$0.00	\$0.00
Total Estimated Project Cost (for evaluation purposes only)				\$80,972.00
<b>List other positions proposed and hourly rate (indicated if required or as-requested)</b>				
<b>Item #</b>	<b>Position</b>	<b>Hourly Rate</b>	<b>Required Position ✓</b>	<b>As Requested ✓</b>
1	Operations Manager	\$64.00	X	
2	FEMA Specialist	\$110.00		X
3	Grant Consultant	\$135.00		X
4	Data Manager	\$60.00	X	
<b>Identify added value benefits (pro bono) related to debris monitoring that your firm will provide</b>				
<b>Item #</b>	<b>Description</b>			
1	Annual meeting/planning			
2	Debris Management Plan review/update			
3	DMS site analysis and pre-approval assistance			

**EXHIBIT 4  
FEDERAL REGULATIONS CONTRACT REQUIREMENTS**

**FEDERAL EMERGENCY MANAGEMENT AGENCY**

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

**Contractor means an entity that receives a contract.**

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

1)The contractor (including all subcontractors) must insert these contract provisions in each lower tier contracts ( e.g. subcontract or sub-agreement);

2)The contractor (or subcontractor) must incorporate the applicable requirements of these contract provisions by reference for work done under any purchase orders, rental agreements and other agreements for supplies or services;

3)The prime contractor is responsible for compliance with these contract provisions by any subcontractor, lower-tier subcontractor or service provider.

**FEDERAL CONTRACT PROVISIONS**

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

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

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

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

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

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

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

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

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

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

**17. Recovered Materials –**

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

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

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

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

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

(b) Affirmative steps must include:

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

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

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

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

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

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

## **20. Equal Opportunity Clauses**

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

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.



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

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

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

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

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

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

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

Compliance with the Contract Work Hours and Safety Standards Act.

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

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

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

## **22. Rights To Inventions Made Under A Contract Or Agreement**

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

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

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

## **24. Prohibition on Contracting for Covered Telecommunications Equipment or Services**

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

(b)*Prohibitions.*

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

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

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

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

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

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

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

*(c) Exceptions.*

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

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

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

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

a. Covered telecommunications equipment or services that:

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

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

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

*(d) Reporting requirement.*

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

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

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

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

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

**25. Domestic preferences for procurements**

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

(b) For purposes of this section:

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

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

**EXHIBIT 5  
BAY COUNTY  
INSURANCE REQUIREMENTS**

**1. LOSS CONTROL/SAFETY**

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

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

**2. DRUG FREE WORK PLACE REQUIREMENTS**

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

**3. INSURANCE - BASIC COVERAGES REQUIRED**

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

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

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

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

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

f. **WORKERS' COMPENSATION COVERAGE**

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

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

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

h. **GENERAL LIABILITY COVERAGE**

Commercial General Liability - Occurrence Form Required

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

i. **PRODUCTS/COMPLETED OPERATIONS**

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

j. **BUSINESS AUTO LIABILITY COVERAGE**

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

k. **EXCESS OR UMBRELLA LIABILITY COVERAGE**

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

l. **CERTIFICATES OF INSURANCE**

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

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

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

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

m. **RECEIPT OF INSUFFICIENT CERTIFICATES**

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

**4. ADDITIONAL INSURANCE**

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

**Professional Liability/Malpractice/Errors or Omissions Coverage**

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



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

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

**Property Coverage for Leases**

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

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

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

**Liquor Liability**

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

**Owners Protective Liability Coverage**

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

**Builders Risk Coverage**

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

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

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

**Installation Floater Coverage**

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

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

**Motor Truck Cargo Coverage**

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

**Contractor's Equipment Coverage**

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

**Fidelity/Dishonesty/Liability Coverage – Third Party**

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

**Fidelity/Dishonesty Coverage for Employer (Contractor)**

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

**Fidelity/Dishonesty/Liability Coverage for County**

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

**Electronic Data Liability Insurance**

The Other Party shall purchase Electronic Data Liability with limits of

**Garage Liability Coverage**

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

**Garage Keepers Coverage (Legal Liability Form)**

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

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

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

**Watercraft Liability Coverage**

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

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

**Aircraft Liability Coverage**

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

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

**Pollution Legal Liability Coverage**

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

**United States Longshoremen and Harbor workers Act Coverage**

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

**Jones Act Coverage**

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/07/2021

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

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

<b>PRODUCER</b>		<b>CONTACT NAME:</b> Wendy Tyree	
Lassiter-Ware Insurance		<b>PHONE (A/C, No, Ext):</b> (800) 845-8437	<b>FAX (A/C, No):</b> (888) 883-8680
1300 N. Westshore Blvd.		<b>E-MAIL ADDRESS:</b> wendyt@lassiterware.com	
Suite 110		<b>INSURER(S) AFFORDING COVERAGE</b>	
Tampa FL 33607		<b>INSURER A:</b> Crum & Forster Specialty Insurance Co	<b>NAIC #</b> 44520.
<b>INSURED</b>		<b>INSURER B:</b> Travelers Indemnity Co. of CT	25682
Rostan Solutions, LLC		<b>INSURER C:</b>	
3433 Lithia Pinecrest Road		<b>INSURER D:</b>	
Suite 287		<b>INSURER E:</b>	
Valrico FL 33596		<b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER: 20-21 Cert

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractors Pollution Liability  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	EPK132419	09/29/2020	09/29/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			EPK132419	09/29/2020	09/29/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			EFX115957	09/29/2020	09/29/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB5J8648192047G	09/29/2020	09/29/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability (Claims-Made) Limits included with General Liability			EPK132419	09/29/2020	09/29/2021	Each Claim \$1,000,000 Aggregate \$2,000,000

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

Bay County BOCC is included as additional insured under the terms and conditions of the attached forms on the General Liability policy, on a primary and non-contributory basis, when additional insured status is required by written contract. Blanket Waiver of Subrogation is included as part of the General Liability policy and apply when required by written contract, provided the contract is executed prior to any loss.

**CERTIFICATE HOLDER****CANCELLATION**

Bay County BOCC  
840 W. 11th Street

Panama City

FL 32401

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

AUTHORIZED REPRESENTATIVE

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART  
CONTRACTORS POLLUTION LIABILITY COVERAGE PART**

### **SCHEDULE**

<b>Name Of Additional Insured Person(s) or Organization(s)</b>
Blanket when specifically required in a written contract with the named insured.

**SECTION III – WHO IS AN INSURED** within the Common Provisions is amended to include as an additional insured the person(s) or organization(s) indicated in the Schedule shown above, but only with respect to liability caused, in whole or in part, by "your work" for that insured which is performed by you or by those acting on your behalf.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS –  
SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s):</b>	<b>Location(s) of Covered Operations</b>
Blanket when specifically required in a written contract with the named insured.	Blanket when specifically required in a written contract with the named insured.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section III – Who Is An Insured within the Common Provisions is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" cause, in whole or in part, by:**

- 1. Your acts or omissions; or**
  - 2. The acts or omissions of those acting on your behalf;**
- in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.**

**With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:**

**This insurance does not apply to "bodily injury" or "property damage" occurring after:**

- 3. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or**
- 4. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS –  
COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**SCHEDULE**

<b>Name of Additional Person(s) or Organization(s):</b>	<b>Location And Description Of Completed Operations</b>
Blanket when specifically required in a written contract with the named insured.	Blanket when specifically required in a written contract with the named insured.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section III – Who Is An Insured within the Common Provisions is amended to include as an insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED  
WITH WAIVER OF SUBROGATION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART  
CONTRACTORS POLLUTION LIABILITY COVERAGE PART  
ERRORS AND OMISSIONS LIABILITY COVERAGE PART  
THIRD PARTY POLLUTION LIABILITY COVERAGE PART**

**SCHEDULE**

<b>Name Of Additional Insured Person(s) or Organization(s)</b>
Blanket when specifically required in a written contract with the named insured.

**A. SECTION III – WHO IS AN INSURED** within the Common Provisions is amended to include as an additional insured the person(s) or organization(s) indicated in the Schedule shown above, but solely with respect to "claims" caused in whole or in part, by "your work" for that person or organization performed by you, or by those acting on your behalf.

This insurance shall be primary and non-contributory, but only in the event of a named insured's sole negligence.

**B. We waive any right of recovery we may have against the person(s) or organization(s) indicated in the Schedule shown above because of payments we make for "damages" arising out of "your work" performed under a designated project or contract with that person(s) or organization(s).**

**C. This Endorsement does not reinstate or increase the Limits of Insurance applicable to any "claim" to which the coverage afforded by this Endorsement applies.**

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.**



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**AMENDED WAIVER OF TRANSFER OF RIGHTS  
OF RECOVERY AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART  
CONTRACTORS POLLUTION LIABILITY COVERAGE PART  
ERRORS AND OMISSIONS LIABILITY COVERAGE PART  
THIRD PARTY POLLUTION LIABILITY COVERAGE PART  
ONSITE CLEANUP COVERAGE PART**

**SCHEDULE**

**Name of Person(s) or Organization(s)**

Blanket when specifically required in a written contract with the named insured.

**SECTION VI – COMMON CONDITIONS, item 17. Transfer Of Rights of Recovery Against Others To Us within the Common Provisions is amended by the addition of the following:**

Solely as respects the person(s) or organization(s) indicated in the Schedule shown above, we waive any right of recovery we may have against the person(s) or organization(s) indicated in the Schedule shown above because of payments we make for "damages" arising out of your ongoing operations or "your work" performed under a written contract with that person(s) or organization(s) and included in the "products-completed operations hazard".

However, this waiver shall not apply to "damages" resulting from the sole negligence of the person(s) or organization(s) indicated in the Schedule shown above.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.**



## Bay County Board of County Commissioners Agenda Item Summary

### Disaster Debris Removal & Disposal Monitoring Services

**DEPARTMENT MAKING REQUEST/NAME:**

General Services Don Murray, Director

**MEETING DATE:** 5/4/2021

**REQUESTED MOTION/ACTION:**

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

**AGENDA**

General  
Services -  
Consent

**BUDGETED ITEM? N/A**

**BUDGET ACTION:**

None needed.

**FINANCIAL IMPACT SUMMARY STATEMENT:**

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

**BACKGROUND:**

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

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

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

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

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

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

**ATTACHMENTS:**

Description

Type

Debris Monitoring Contract Exhibit 1

Exhibit



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

**BOARD OF COUNTY  
COMMISSIONERS**

WWW.BAYCOUNTYFL.GOV

**NOTICE OF AWARD**

Rostan Solutions, LLC  
Attn: Sam Rosania, Exec. Vice President  
3433 Lithia Pinecrest Road, Suite 287  
Valrico, FL 33596

840 WEST 11<sup>TH</sup> STREET  
PANAMA CITY, FL 32401

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

COMMISSIONERS:

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

TOMMY HAMM  
DISTRICT I

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

ROBERT CARROLL  
DISTRICT II

WILLIAM T. DOZIER  
DISTRICT III

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

DOUGLAS MOORE  
DISTRICT IV

PHILIP "GRIFF" GRIFFITTS  
DISTRICT V

Dated this 7<sup>th</sup> day of May, 2021.

**BAY COUNTY BOARD OF COUNTY COMMISSIONERS**

ROBERT J. MAJKA  
COUNTY MANAGER

By: 

Title: Chief Procurement Officer

cc: Clerk



**BAY COUNTY BOARD OF COUNTY COMMISSIONERS**

**PURCHASING DEPARTMENT  
840 WEST 11<sup>th</sup> STREET  
SUITE 2500  
PANAMA CITY, FLORIDA 32401**

**REQUEST FOR PROPOSALS (RFP)**

**DISASTER DEBRIS REMOVAL AND DISPOSAL  
MONITORING SERVICES**

**SUBMITTED BY:**

Rostan Solutions, LLC

3433 Lithia Pinecrest Road, Suite 287, Valrico, FL 33596

Sam Rosania, Executive Vice President

**RFP No. 21-16**



# DISASTER DEBRIS REMOVAL AND DISPOSAL MONITORING SERVICES



RFP No. 21-16 | March 30, 2021



## DISASTER DEBRIS REMOVAL AND DISPOSAL MONITORING SERVICES FOR BAY COUNTY, FL



### SUBMITTED BY

#### **ROSTAN SOLUTIONS, LLC**

3433 Lithia Pinecrest Road  
Suite 287

Valrico, Florida 33596

Sam Rosania, Exec. Vice President

Office: 813.333.7042

Mobile: 813.505.1313

Fax: 813.333.7330

Email: [srosania@rostan.com](mailto:srosania@rostan.com)

Website: [www.rostan.com](http://www.rostan.com)

DOCUMENT  
COPY

**ROSTAN**  
SOLUTIONS



March 30, 2021

Bay County
Purchasing Division
840 West 11th Street
Suite 2500
Panama City, Florida 32401

Re: RFP No. 21-16 —Disaster Debris Removal and Disposal Monitoring Services

Dear Selection Committee Members,

It is with great pleasure that Rostan Solutions, LLC (hereinafter, Rostan) submits our proposal in response to Bay County's (hereinafter, County) request for proposals for disaster debris removal and disposal monitoring services. Rostan is a nationally recognized provider of debris monitoring and disaster-specific consulting services with a focus on helping state and local governments navigate the complexities and unfamiliarity of the disaster lifecycle and applicable federal funding programs.

Our mission is to promote and implement responsible solutions to ensure communities are better prepared to respond to, and expeditiously recover from, disaster events.

OUR PARTNER

Deloitte. Rostan has partnered with Deloitte to provide an unparalleled level of service and expertise to the County. Deloitte is a leading global provider of audit, assurance, consulting, tax, financial, and risk advisory services. With 175 years of hard work and commitment to making a real difference in the communities they serve; Deloitte has grown in scale and diversity—with approximately 312,000 professionals in 150 countries and territories—including Deloitte offices throughout the State of Florida.

FLORIDA PRESENCE

Rostan is a Florida-based disaster consulting business that began under the umbrella of Malcolm Pirnie, Inc. in the late 1990's in Ybor City (Tampa). Rostan was eventually divested becoming a private, independent firm in 2013. Rostan continues to grow our presence in the Sunshine State, having serviced numerous clients following every major disaster in the State since 2005. Rostan provided debris monitoring services to nearby Liberty County following Hurricane Michael in 2018 and is well aware of the difficulties that Bay County experienced with their debris monitoring contractor at the time.

Deloitte has nearly 4,000 professionals in 6 Florida offices including Panama City. Deloitte is well established in the State of Florida and provides a variety of services to the State and its departments. In the pre-obligation audit environment that has been established by the Florida Department of Emergency Management it is critical to have a partner that specializes in risk, audit, and financial services on your team.

NATIONAL EXPERIENCE

Rostan stands proud, having serviced more than 200 clients in 24 US states and territories to include more than 100 debris monitoring projects. Our team harnesses hundreds of years of experience from multiple spectrums and has managed billions of dollars in post-disaster projects and grant funding efforts in the US and its territories for our clients. This includes debris monitoring projects of all sizes

from small, localized floods generating less than 5,000 CY of debris to massive 25 Million+ CY USACE projects incorporating multiple state-level agencies and dozens of local governments.

Deloitte is a global service provider and has been delivering disaster-related consulting services to local, state, and federal clients for more than 30 years.

## STAFF EXPERTISE

Our team was developed to incorporate professionals from a broad range of expertise and backgrounds. Rostan personnel represent career industry professionals, technical experts, former FEMA and state emergency management employees, attorneys and legal/policy experts, and a veteran operations team. Deloitte provides robust capabilities in audit, finance, consulting, risk, tax, and assurance. There is not a single part of the scope of services that we are not well positioned to provide with efficiency and professionalism. Our collective expertise includes work on more than 50 major disasters.

## CUTTING EDGE TECHNOLOGY



For 15 years, HaulPass® has been recognized as the original and most trusted name in automated debris management. Developed by Rostan following Hurricane Katrina in 2005, HaulPass® led the digital wave, replacing traditional 5-ply carbon ticketing methods. In 2018 HaulPass® began an extensive redevelopment process to capitalize on emerging technologies and to move to a new operating platform. This transition was extremely successful and has been thoroughly vetted on more than a dozen live projects since Hurricane Dorian in the fall of 2019. *Since HaulPass® was developed, we have never delayed a recovery effort, stopped work, or been forced to use another data collection method due to resource capacity, data integrity, or hardware issues.* HaulPass® was responsible for changing the trajectory of the debris monitoring industry by moving data collection to secure digital platforms, resulting in administrative efficiencies, and ultimately driving costs down. All major industry competitors were forced to eventually follow. We would be happy to provide the County with a demonstration of our new and improved system.

Deloitte has capitalized on emerging technologies to develop a blockchain solution aimed at minimizing risk and streamlining the reimbursement process. 'Close As You Go™' (CAYG) is integrated with HaulPass® and was designed to substantiate and support eligibility requirements while minimizing the administrative burden of FEMA grant programs. The combination of HaulPass® and CAYG provides a platform that no other service provider can offer.

I will serve as the primary liaison for the County regarding this project effort. I can be reached through the points of contact below:

Name: Sam Rosania  
Title: Executive Vice President  
Phone: 813-505-1313  
Fax: 813-333-7330  
E-mail: srosania@rostan.com

In closing, we firmly believe that our employees are the most dedicated in the industry. We remain selective in our pursuits ensuring the resources we present are available to our clients in their time of need. If you should have any questions or require any additional information, please do not hesitate to contact us. We appreciate your fair consideration and believe our proposal offers a personalized, competitive, and cost-effective solution to the services requested by the County.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Sam Rosania". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Sam Rosania  
Executive Vice President  
Rostan Solutions, LLC





# DISASTER DEBRIS REMOVAL AND DISPOSAL MONITORING SERVICES



RFP No. 21-16 | March 30, 2021



## DISASTER DEBRIS REMOVAL AND DISPOSAL MONITORING SERVICES FOR BAY COUNTY, FL

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**SUBMITTED BY**

**ROSTAN SOLUTIONS, LLC**

3433 Lithia Pinecrest Road  
Suite 287

Valrico, Florida 33596

Sam Rosania, Exec. Vice President

Office: 813.333.7042

Mobile: 813.505.1313

Fax: 813.333.7330

Email: srosania@rostan.com

Website: www.rostan.com



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# DISASTER DEBRIS REMOVAL AND DISPOSAL MONITORING SERVICES



RFP No. 21-16 | March 30, 2021



## DISASTER DEBRIS REMOVAL AND DISPOSAL MONITORING SERVICES FOR BAY COUNTY, FL

### TAB 2 – GENERAL INFORMATION

#### 2.1 Company Profile

#### SUBMITTED BY

**ROSTAN SOLUTIONS, LLC**

3433 Lithia Pinecrest Road  
Suite 287

Valrico, Florida 33596

Sam Rosania, Exec. Vice President

Office: 813.333.7042

Mobile: 813.505.1313

Fax: 813.333.7330

Email: [srosania@rostan.com](mailto:srosania@rostan.com)

Website: [www.rostan.com](http://www.rostan.com)



## 2.1 COMPANY PROFILE

### ROSTAN SOLUTIONS, LLC



Rostan Solutions, LLC (Rostan) is a Florida-based disaster recovery firm tracing its origins to Malcolm Pirnie, Inc. (Malcolm Pirnie). We are a client-focused firm that focuses solely on disaster response and recovery services. We currently employ more than 45 professional services personnel, all of whom maintain firsthand knowledge of federal and state-level policy, compliance, and disaster recovery programs. Our employees have extensive experience interacting with and working in coordination with Federal Emergency Management Agency (FEMA) and National Resources Conservation Service (NRCS), the two most relevant federal agencies responsible for disaster-generated debris collection efforts.

FIRM NAME			
Rostan Solutions, LLC			
FAX		WEBSITE	
813.333.7330		www.rostan.com	
ROSTAN OFFICE LOCATIONS			
3433 Lithia Pinecrest Road, Suite 287, Valrico, FL 33596 8282 Goodwood Boulevard, Baton Rouge, LA 70806 4600 Goer Drive, Suite 200A, North Charleston, SC 29406			
ROSTAN PRINCIPALS [Authorized Negotiators]			
Darius Stankunas President 813.417.0106 dstankunas@rostan.com	Sam Rosania Executive Vice President 813.505.1313 srosania@rostan.com	Travis Mays Vice President 713.823.2002 tmays@rostan.com	Kyle Jones Vice President 225. 202.3637 kjones@rostan.com
YEAR ESTABLISHED	DUNS	SYSTEM FOR AWARD MANAGEMENT [SAM] STATUS	
2006	964990340	Active	

Rostan has proven success in managing recovery programs and meeting complex documentation and records requirements for FEMA reimbursement for all relevant public assistance categories. Rostan employs disaster debris management personnel who have remained consistent throughout the years and together harness more than 150 years of experience in disaster recovery operations.

#### LITIGATION SUMMARY

Neither Rostan Solutions, LLC nor any of its Principals have been involved in any litigation, disputes, or defaults within the past five (5) years that are related to the services to be provided.

### DELOITTE

**Deloitte** Deloitte is a leading global provider of audit, assurance, consulting, tax, financial, and risk advisory services. With 175 years of hard work and commitment to making a real difference in the communities they serve; Deloitte has grown in scale and diversity — with approximately 312,000 professionals in 150 countries and territories — including Deloitte offices throughout the State of Florida.

DELOITTE IN THE UNITED STATES
Largest professional services firm in the U.S. in terms of revenue and headcount
More than 107,000 people, including nearly 5,900 partners, principals and directors
130 offices in more than 100 cities
More than \$21 billion in revenue in FY19
Offer audit, tax, consulting, and risk and financial advisory services
Ranked as one of Fortune magazine's "100 Best Companies to Work for" 20 times since 1998
26 consecutive years on Working Mothers magazine's 100 Best Companies list

Deloitte helps reinforce public trust in their capital markets, inspire clients to make their most challenging business decisions with confidence, and help lead the way toward a stronger economy and a healthy society. As part of the D TTL network of member firms, Deloitte is proud to be associated with the largest global professional services network, serving clients in the markets that are most important to them.

## SUMMARY OF CAPABILITIES

Rostan offers our clients complete disaster preparedness, response and recovery capabilities incorporating client advocacy, timely responsiveness, operational flexibility, creativity, innovation and efficient solutions. Rostan's Debris Monitoring service offerings are outlined below.

<b>PRE-EVENT SERVICES</b>	
<b>DISASTER PREPAREDNESS PLANS</b>	
<ul style="list-style-type: none"> <li>• Debris Management Plans (e.g., for hurricanes, floods, earthquakes, weapons of mass destruction [WMD], etc.)</li> <li>• Mobilization Plan</li> <li>• Needs Assessment</li> <li>• Comprehensive Emergency Management Plans</li> <li>• Continuity of Operations Plans</li> </ul>	<ul style="list-style-type: none"> <li>• Hazard Mitigation Planning and Annual Progress Reports</li> <li>• Engineering Response</li> <li>• Recovery Planning</li> <li>• Geographic Information Systems (GIS) Capabilities Analysis</li> <li>• Community Rating System – Flood Response Planning</li> </ul>
<b>DEBRIS MANAGEMENT SERVICES</b>	
<ul style="list-style-type: none"> <li>• Available Sites Inventory Research / Permitting</li> <li>• DMS Baseline Investigations and Regulatory Support</li> <li>• DMS Environmental Monitoring and Closure Reports</li> </ul>	
<b>CONTRACTS ADMINISTRATION SUPPORT</b>	
<ul style="list-style-type: none"> <li>• Debris Contractor Procurement Assistance</li> <li>• Contracts Management</li> <li>• Storm Debris Collections Contracts Review</li> <li>• Federal Procurement [“2 CFR Part 200”] Review of Procurement Policy and Contracting Documents</li> </ul>	
<b>ADDITIONAL SERVICES</b>	
<ul style="list-style-type: none"> <li>• Community Relations for Debris Removal Programs</li> <li>• Training Workshops and Table-Top Exercises</li> <li>• Community Flood Insurance Coverage Assessments</li> <li>• Community Rating System Assessments and Program Facilitation</li> <li>• Community Resilience Planning and/or Ordinance Review</li> </ul>	<ul style="list-style-type: none"> <li>• Non-Disaster Grant Applications - FMA &amp; PDM</li> <li>• Vulnerability Assessment and Mitigation Project Identification</li> <li>• “Pre-Event Audit” of Procurement Policy, Premium/Disaster Pay Provision, and Preparing for Emergency Expense Tracking</li> </ul>
<b>POST-EVENT SERVICES</b>	
<b>DEBRIS CONTRACTOR MANAGEMENT AND MONITORING</b>	
<ul style="list-style-type: none"> <li>• Contract Administration</li> <li>• Operations Routing and Mapping</li> <li>• Debris Contractor Vehicle Certification</li> <li>• DMS Operations Monitoring</li> <li>• Quality Assurance (QA) Monitoring (load site and tower QA monitors)</li> <li>• Waterway Debris and Sediment Removal Monitoring</li> </ul>	<ul style="list-style-type: none"> <li>• Private Property Debris Removal (PPDR) Management</li> <li>• Demolition Debris Removal Management</li> <li>• PPDR and Demolition Documentation Management</li> <li>• DMS Permitting and Close-out</li> <li>• Data Management and Information Systems Support</li> </ul>
<b>PROGRAM MANAGEMENT</b>	
<ul style="list-style-type: none"> <li>• Project Management and Scheduling</li> <li>• GIS/GPS Interface Support</li> <li>• Asset Management</li> </ul>	<ul style="list-style-type: none"> <li>• Database Management</li> <li>• Contractor Invoice Reconciliation</li> <li>• Property Owner &amp; Construction Contractor Coordination</li> </ul>
<b>REGULATORY AND REIMBURSEMENT SUPPORT</b>	
<ul style="list-style-type: none"> <li>• Federal Reimbursement Programs</li> <li>• FEMA Coordination</li> <li>• Grant Applications – 404, 406, CDBG</li> <li>• Reporting and Permitting</li> </ul>	<ul style="list-style-type: none"> <li>• Compliance Monitoring - Federal, State, Local</li> <li>• Appeals</li> <li>• Facilitation of Request for Reimbursement from FEMA, State, or other agencies</li> </ul>
<b>ADDITIONAL SERVICES</b>	
<ul style="list-style-type: none"> <li>• Damage Assessments of Public Infrastructure</li> <li>• Substantial Damage Determinations for Public and Private Structures</li> <li>• Community Rating System Flood Response Facilitation</li> <li>• Homeowner Outreach/Education (mitigation activities and programs, flood insurance, disaster preparedness)</li> </ul>	<ul style="list-style-type: none"> <li>• Review of Ordinances for adoption of higher standards</li> <li>• Benefit Cost Analysis</li> <li>• Cost Share Assistance/Planning</li> </ul>

# *State of Florida*

## *Department of State*

I certify from the records of this office that ROSTAN SOLUTIONS, LLC is a limited liability company organized under the laws of the State of Florida, filed on October 30, 2014, effective November 1, 2014.

The document number of this limited liability company is L14000169270.

I further certify that said limited liability company has paid all fees due this office through December 31, 2021 and that its status is active.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Third day of February, 2021*



*Randy Be*  
*Secretary of State*

Tracking Number: 1465312995CC

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

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

# State of Florida

## Board of Professional Engineers

### Rostan Solutions LLC

*Has satisfied the requirements of Section 471.023, Florida Statutes. In recognition thereof, the Board of Professional Engineers hereby authorizes this firm to offer engineering services in the State of Florida in accordance with Chapter 471, Florida Statutes, and the rules of the Board.*



CA LIC No: 30927

*Witness the Seal of the Board and the Signature  
of the Board's duly authorized Chair  
this 13 day of November, 2014.*

*Warren G. Holm*  
Chair





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/28/2020

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

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

<b>PRODUCER</b> Lassiter-Ware Insurance 1300 N. Westshore Blvd. Suite 110 Tampa FL 33607		<b>CONTACT NAME:</b> Wendy Tyree <b>PHONE (A/C, No, Ext):</b> (800)845-8437 <b>FAX (A/C, No):</b> (888)883-8680 <b>E-MAIL ADDRESS:</b> wendyt@lassiterware.com	
<b>INSURED</b> Rostan Solutions, LLC 3433 Lithia Pinecrest Road Suite 287 Valrico FL 33596		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Crum & Forster Specialty Insurance Co NAIC #: 44520. <b>INSURER B:</b> Travelers Indemnity Co. of CT 25682 <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

**COVERAGES** CERTIFICATE NUMBER: 20-21 Cert REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractors Pollution Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			EPK132419	09/29/2020	09/29/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			EPK132419	09/29/2020	09/29/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			EFX115957	09/29/2020	09/29/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB5J8648192047G	09/29/2020	09/29/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability (Claims-Made) Limits included with General Liability			EPK132419	09/29/2020	09/29/2021	Each Claim \$1,000,000 Aggregate \$2,000,000

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

### CERTIFICATE HOLDER

City of Baytown  
 Attn: Carla Hommel  
 2401 Market Street  
 Baytown TX 77520

### CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

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# DISASTER DEBRIS REMOVAL AND DISPOSAL MONITORING SERVICES



RFP No. 21-16 | March 30, 2021



## DISASTER DEBRIS REMOVAL AND DISPOSAL MONITORING SERVICES FOR BAY COUNTY, FL

### TAB 3 – APPROACH AND UNDERSTANDING OF THE PROJECT

- 3.1 Work Plan
- 3.2 Understanding the Project & Management Plan Scenario
- 3.3 Debris Collection, Management, and Disposal Plan
- 3.4 Automated Debris Management System [ADMS]
- 3.5 Additional Related Services
- 3.6 Close As You Go™ (CAYG)

#### SUBMITTED BY

#### **ROSTAN SOLUTIONS, LLC**

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 Suite 287  
 Valrico, Florida 33596  
 Sam Rosania, Exec. Vice President  
 Office: 813.333.7042  
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 Email: srosania@rostan.com  
 Website: www.rostan.com



## 3.1 WORK PLAN

Over the past 20 years Rostan has developed what is now a tried-and-true method for managing and implementing debris monitoring projects. Our work plan is founded on a thorough understanding of the required services and incorporates substantial experience and cutting-edge digital platforms to deliver a responsive and comprehensive effort in support of the project goals.

Rostan's approach to debris monitoring projects is grounded by five key principles. Focusing on these principles ensures a safe and efficient recovery project. These principles are identified below

<b>1</b>	<b>SAFETY</b>	Safety is paramount and tops the list of Rostan's project management principles. Focusing on the public's safety and wellbeing first ensures that the primary project goal is always in the purview. This extends to the recovery effort itself requiring project employees to place personnel safety first.
<b>2</b>	<b>LISTEN</b>	Listening requires empathy and a desire to understand each client's unique situation and project goals. Active communication guards against misinterpretation and makes certain all project stakeholders are working toward the same objectives.
<b>3</b>	<b>REINVEST</b>	One of the key goals of any disaster recovery project is to ensure the economic survivability of the community. Rostan uses locally hired residents, resources and businesses to support our project efforts. This approach guarantees considerable portions of project revenue are reinvested back into the community.
<b>4</b>	<b>RESPONSIVE</b>	An efficient, focused response is critical when communities are dependent on your efforts to recovery from devastating disasters. Confidence in the reliability of project partners provides a sense of ease knowing resources will be available during a time of need.
<b>5</b>	<b>FUNDING</b>	Post-disaster grant funding when available is a critical pursuit worth of intensive focus. Federal funding programs can be onerous and managing the administrative burden time consuming. Our work product is developed to meet the deliverable requirements of the applicable funding agencies that administer available post-disaster grants to ensure reimbursement funding opportunities are maximized.

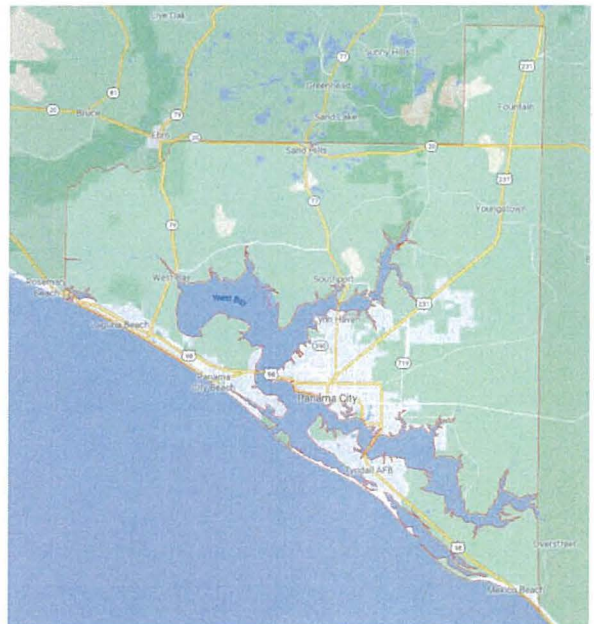
## 3.2 UNDERSTANDING THE PROJECT & MANAGEMENT PLAN SCENARIO

### UNDERSTANDING THE CLIENT

Bay County is a coastal county located in the middle of the Florida Panhandle. The County is home to Panama City and neighboring communities including Lynn Haven and Callaway and incorporates beach front communities and roughly 27 miles of pristine beaches. The County's geography is historically flat, like much of Florida, with an average elevation of only 13 feet above sea level.

The County is also home to one of Florida's great military facilities in Tyndall Airforce base, which like most of the County was significantly impacted by infamous Hurricane Michael in 2018. Following Michael the County had difficulty with their contracted debris monitoring service provider, ultimately choosing to change course during the recovery process.

Rostan is extremely familiar with the State of Florida, the Federal and State policies that shape recovery efforts, and has performed these services for many similar Florida communities over the past 20 years. Rostan's strategic approach to pursuits would ensure that the County would take priority over any other subconsultant opportunities and would serve as Rostan's premier client in the Panhandle.



## UNDERSTANDING THE REQUEST FOR PROPOSALS (RFP)

Rostan understands that the purpose of the County's RFP is to secure services necessary to augment the County's recovery efforts should a disaster occur. Based on the RFP and the provided scope of services we anticipate the scope of work to include, but not be limited to the following:

Seasonal Planning and Training
Project/Operations Management
Community Relations Support Services
Debris Evaluations/Assessments
Permitting Support for DMS locations
Coordination with the Debris Removal Contractor and County Representatives
Debris Removal Vehicle Certification
Right-of-Way Debris Collection Monitoring
Debris Management Site and Disposal Site Monitoring
Private Property and Demolition Program Management and Monitoring
Providing an Automated Debris Management System
Data Compilation, Processing, and Document Management
Operational Progress and Project Reporting
Administrative Support Services
Contractor Payment Monitoring and Reconciliation
Cost Recovery and Grant Management Services
Appeals and Policy Support
Compliance and Coordination with State and Federal Agencies

It is anticipated that Rostan employees will perform their dedicated functions on behalf of and at the direction of the County. Tasks will be delineated through task orders and required work will be performed within negotiated not to exceed budgets.



## PROBABLE DEBRIS QUANTITIES

The following estimate was developed using the USACE model for probable debris generation following a hurricane event. The formula to determine the amount of debris is as follows:  $Q=H(C)(V)(B)(S)$  where Q represents the quantity of debris generated, H represents the average number of persons per household, (C) is a standard that represents storm category in cubic yards generated per household, (V) represents the vegetative characteristic multiplier, (B) represents the commercial/business/industrial use multiplier, and (S) represents the storm precipitation character. The model provides a baseline that is confirmed following the storm through visual inspection from the ground and the air.

Based on the most recently available census and geographic data and estimates, it assumed there is an average of 2.6 persons per household, the vegetation factor is 1.5 (high), commercial density is 1.2 (medium), and the precipitation factor is 1.3 (medium to heavy). The results of the model are included in the table below.

BAY COUNTY, FL USACE DEBRIS ESTIMATION MODEL						
	STORM CATEGORIES					
	CATEGORY 1	CATEGORY 2	CATEGORY 3	CATEGORY 4	CATEGORY 5	
Wind Speeds	74-95 MPH	96-110 MPH	111-130 MPH	131-155 MPH	155+ MPH	
ESTIMATED DEBRIS QUANTITIES						
Population (H)	174,000	69,600	69,600	69,600	69,600	69,600
Category Factor (C)		2	8	26	50	80
Vegetation (V)		1.5	1.5	1.5	1.5	1.5
Commercial Density (B)		1.2	1.2	1.2	1.2	1.2
Precipitation (S)		1.3	1.3	1.3	1.3	1.3
Q= H(C)(V)(B)(S)		325,728 Cubic Yards	1,302,912 Cubic Yards	4,234,464 Cubic Yards	8,143,200 Cubic Yards	13,029,120 Cubic Yards
TEMPORARY DEBRIS MANAGEMENT SITE REQUIREMENTS						
Debris Cubic Yards		325,728	1,302,912	4,234,464	8,143,200	13,029,120
Acres Required*		21	81	263	506	809
* 1 Acre = 4,840 Cubic Yards   10 Foot Stack Height = 3.3 Cubic Yards   Total Volume Per Acre = 16,117 Cubic Yards						

**Note:** The USACE model had an error range of +/-30%. Post-event visual reconnaissance of the affected area is required to validate the results.

## CAPACITY

As a nimble, client-focused firm, Rostan understands the importance of resource management. We never over-commit our resources ensuring our clients always have timely access to the valued expertise and support they would expect. Our strategy is to selectively pursue, develop, and maintain client relationships that we believe to be beneficial to both parties. We have always limited the number of pursuits we undertake by both geography and population served while considering our current standby obligations in those areas. **At the time of this submittal, we do not currently hold any other primary agreements in the Florida Panhandle for similar services that would consume resources that would otherwise be available to the County. We can ensure a technically skilled and seasoned team will always be available to the County without compromise.**

## RESPONSE GUARANTEE

Rostan confirms our commitment to the County that we are able and willing to respond within 24 hours of issuance of notice to proceed. This includes appropriate personnel and equipment necessary to implement an equipment certification site, conduct a preliminary damage assessment necessary to develop a debris collection plan, and debris monitors to properly document the debris collection effort. Depending on the results of the preliminary damage assessment, Rostan can ensure that complete staffing needs will be met to facilitate the operation to completion within 72 hours of activation.

TASK	GUARANTEED RESPONSE TIME
Pre-Landfall Coordination and Planning	96 Hours prior to event
Remote Staging of Equipment and Personnel	48 Hours prior to event
**Deploy Forward Team to County	12 Hours after the event
Mobilize Project Resources to Begin Operations	24 Hours after the event
Fully Operational	72 Hours after the event
**In the case of an unpredictable event, our guaranteed response time is within 24-hours of notification	

## KNOWLEDGE OF MANAGEMENT AND STAFF

Rostan’s team has experience in federal, state, and local disaster debris management and recovery projects stemming from presidentially declared disaster events and have assisted state and local governments throughout all disaster recovery phases contemplated by the County’s RFP. Rostan’s key disaster debris management team members have more than 150 years of combined experience in disaster debris management operations and Public Assistance support services resulting from earthquakes, floods, tornadoes, snow/ice storms, and hurricanes.

Our team is intimately familiar with the policies and procedures of the Federal Emergency Management Administration (FEMA), National Resource Conservation Service (NRCS), Florida Department of Environmental Protection (FDEP), Florida Department of Transportation (FDOT), Florida Department of Emergency Management (FDEM), U.S. Department of Housing and Urban Development (HUD), and the Federal Highway Administration (FHWA). Rostan’s team has hands-on experience dealing with these agencies’ policies, procedures, and disaster-specific requirements.



## MANAGEMENT PLAN SCENARIO

In 2018, Bay County suffered a potentially once in a lifetime event as Hurricane Michael made landfall lashing the community with Category 5 strength. Multiple millions of cubic yards were generated in mere hours as trees snapped in half, structures failed, and infrastructure was decimated. The scenarios presented may fall far short of the effort level required by an event like Hurricane Michael, but the same blueprint/plan can be scaled in most scenarios to meet the demands of any disaster:

<b>ROSTAN GENERAL ASSUMPTIONS</b>
1 hauling crew can remove an average of 300 cubic yards (cy) per working day.
Debris collection is optimized when hauling distances are 15 miles or less on average.
Debris collection will occur on scheduled passes.
Each hauling crew is assigned a field monitor.
Each disposal site is staffed with two tower monitors.
There is a field supervisor assigned for each eight monitors.

Both scenarios presented below consider five waste streams. Two of the waste streams, White Metals and Hazardous Waste, are considered specialized and require special handling and disposal processes. The three remaining waste streams, vegetative, C&D, and mixed debris are typical post-disaster debris streams.

Vegetation should be reduced through burning/incineration if possible. Burning provides the greatest volume reduction benefit and is the most cost-effective reduction/final disposal process that is available. Generally, the organic ash can be left on site following the burning process.

HHW and White Metals should be hauled directly to their final disposal location if possible, whether that is the County’s Steel Field Landfill, or another appropriate recycling center.

C&D and Mixed Debris is generally hauled directly to final disposal when quantities are limited like in the scenarios presented. During large events it is at times best to use a DMS to process, segregate and reduce these debris streams. The quantities represented in this scenario do not necessarily meet the threshold where we would recommend this approach.

**SCENARIO 1:**

<b>SCENARIO 1 KNOWN DATA</b>	
<b>DEBRIS TYPE</b>	<b>VOLUME (CY)</b>
Vegetative	14,000
Construction and Demolition	4,800
Mixed	1,000
White Metals	100
Hazardous Waste	100
<b>TOTAL:</b>	<b>20,000</b>

<b>SCENARIO 1 ROSTAN RECOMMENDATIONS</b>	
<b>Performance Period</b>	14 days
<b>DMS Locations</b>	Two suggested — one on the east side of the County near the County’s incinerator location and one on the west side along HWY 388 between Vicksburg and West Bay. These two locations ensure that a DMS is within 15 straight line miles of every population center in the County. Recommended minimum of 5 acres per site.
<b>HAULING EQUIPMENT (SIZE/TYPE)</b>	
<b>Hauling crews for typical debris streams</b>	Five tandem self-loaders with a two-container combined capacity of at least 100 cy per crew. It may be necessary to flex one of these larger trucks to smaller capacity trucks capable of working in small, condensed areas if conditions dictate.
<b>Hauling crews for specialized debris streams</b>	One flatbed or specialized hauling unit that is easy to load by hand.
<b>MANAGEMENT/SUPERVISION STAFF</b>	
<b>Debris monitors required</b>	7–9
<b>Field Supervisors</b>	1
<b>Operations Managers</b>	1
<b>Project Managers</b>	1
<b>SCHEDULING AND ROUTING</b>	
10 days to complete first pass through all affected areas of the County followed by 4 days to conduct a final, focused pass typically known as hot spots. During the final 4 day pass the specialized crew will also remove white metals and HHW. Specialized streams are usually collected near the end of the collection process because the first pass is usually needed to define the specific areas requiring collection of these specialized streams.	

**SCENARIO 2:**

<b>SCENARIO 2 KNOWN DATA</b>	
<b>DEBRIS TYPE</b>	<b>VOLUME (CY)</b>
Vegetative	70,000
Construction and Demolition	24,000
Mixed	5,000
White Metals	500
Hazardous Waste	500
<b>TOTAL:</b>	<b>100,000</b>

## SCENARIO 2 ROSTAN RECOMMENDATIONS

<b>Performance Period</b>	30 days
<b>DMS Locations</b>	Two suggested — one on the east side of the County near the County's incinerator location and one on the west side along HWY 388 between Vicksburg and West Bay. These two locations ensure that a DMS is within 15 straight line miles of every population center in the County. Recommended minimum of 5 acres per site.
<b>HAULING EQUIPMENT (SIZE/TYPE)</b>	
<b>Hauling crews for typical debris streams</b>	12 tandem self-loaders with a two-container combined capacity of at least 100 cy per crew. It may be necessary to flex one or two of these larger trucks to smaller capacity trucks capable of working in small, condensed areas if conditions dictate.
<b>Hauling crews for specialized debris streams</b>	Two flatbeds or specialized hauling units that are easy to load by hand.
<b>MANAGEMENT/SUPERVISION STAFF</b>	
<b>Debris monitors required</b>	15–17
<b>Field Supervisors</b>	2
<b>Operations Managers</b>	1
<b>Project Managers</b>	1
<b>SCHEDULING AND ROUTING</b>	
23 days to complete first pass through all affected areas of the County followed by 7 days to conduct a final, focused pass typically known as hot spots. During the final 7 day pass the specialized crews will also remove white metals and HHW. Specialized streams are usually collected near the end of the collection process because the first pass is usually needed to define the specific areas requiring collection of these specialized streams.	

## MANAGEMENT PLAN SCENARIO CLOSING THOUGHTS

A much larger debris generating event would require additional hauling equipment and monitoring personnel, and potentially 4 or more DMS sites. The geography of the County and the quantity of debris will dictate the number of resources required for use for any given event. Rostan recommends that the County identify at least 6 viable DMS locations with a minimum of 5 acres that are strategically located near population centers to reduce the travel time required for hauling units.



## STAFF RESERVES

Rostan staff reserves consist of cadres of veteran disaster debris monitoring specialists identified and assembled over years of disaster events and categorized by specialty, such as DMS Tower Monitor, Supervisor, HaulPass® technician, public assistance coordinator, time and materials monitoring specialist, etc. These staff reserves allow us to supplement our deployment efforts while engaging and training locally hired staff. Rostan staff reserves “fill the gaps” until such time we can provide properly trained and experienced local staff to fulfill the requirements of debris recovery efforts. Rostan staff reserves are well versed in FEMA regulations and guidelines, such as *FEMA 325, 327, 329, and Public Assistance Program & Policy Guide FP-104-009-2 / June 2020*.

## RECRUITING

Our goal in any disaster recovery effort is to hire locally to the greatest extent practical. We believe that maximizing the use of locally hired personnel not only helps the community recover more quickly, it also provides for operational efficiencies due to familiarity with roads, traffic patterns, and local culture. Rostan utilizes modern mediums of outreach such as social media and internet job posting sites, while also employing “old fashioned” techniques, such as “word of mouth”, and accessing potential local candidates through

military veterans organizations, religious organizations, and local labor surplus offices. We generally refrain from using paid, third-party employment agencies. Our experience leads us to believe that these agencies are not properly invested in the well-being of the candidates nor the community.

## HEALTH AND SAFETY/MONITOR TRAINING

Rostan’s health and safety approach is based upon our lessons learned, near misses, industry best practices, applicable federal, state, local regulations, and contractual requirements. Rostan will designate a health and safety officer for the duration of the debris recovery mission to support the Project Manager, Operations Manager and Supervisors with respect to health and safety protocols and procedures established in the Health and Safety Plan (HASP). Rostan will develop a HASP that addresses health and safety procedures for the overall debris monitoring field operation, each DMS, each citizen drop-off site, and final disposal sites.



*Additional PPE is available as operational parameters may dictate, e.g., life vests, dust masks, sun screen, insect repellent, work gloves, etc.*

All new hires are engaged in a training process that incorporates safety, governing policies, and use of our ADMS system, HaulPass®. Examples of our training documents may be provided upon request.

## QUALITY ASSURANCE AND QUALITY CONTROL (QA/QC)

Rostan personnel at all levels are aware of the importance of providing a quality work product. We will provide a designated QA/QC Officer to oversee Rostan’s operational performance and support the Project Manager, Operations Manager and Field Supervisors in implementing our QA/QC protocols and procedures.

<b>QA/QC TASKS GENERALLY INCLUDE BUT ARE NOT LIMITED TO:</b>
Daily review of HaulPass® ticket data, scale receipts and other manifests
DMS permit application review and approvals
Reconnaissance of current debris zones for daily progress
Random re-certifications of debris contractor vehicles
Random health and safety inspections and audits
<b>ADDITIONALLY, THE HAULPASS® SYSTEM PROVIDES SIGNIFICANT QA/QC FUNCTIONS FOR:</b>
ROW Monitor location tracking and performance measurement
Damage resolutions
GIS-based debris collection progress mapping
DMS Monitor performance measurement and audits
Debris Contractor performance measurement and resource allocation
Debris Contractor invoice reconciliation
Reimbursement support documentation audit



### 3.3 DEBRIS COLLECTION, MANAGEMENT, AND DISPOSAL PLAN

The Debris Monitoring Plan below is a typical plan formulated for a hurricane or other predicted event. Upon award, Rostan is available to assist the County with the development of a customized Debris Monitoring Plan.

Rostan's strategy and approach for managing disaster debris collection and disposal is consistent and compliant with FEMA guidance documents (e.g., *Public Assistance Program & Policy Guide FP-104-009-2 / June 2020*, and supplementals). We place an emphasis on health and safety and sound training techniques.

PRELIMINARY DEBRIS MONITORING PLAN		
DEBRIS MONITORING TASKS	ACTION ITEM	TIMELINE
<b>PRE-EVENT TASKS</b>		
PLANNING AND COORDINATION	Summarize operational and communications plan, DMS locations, and logistics and staging areas	During off-season and 72 hours prior to landfall
INITIAL PRE-LANDFALL COORDINATION	Telecommunications and/or in-person contact with client	72 hours prior to landfall
DEBRIS CONTRACTOR COORDINATION	Place Debris Contractor on stand-by	72 hours prior to landfall
OEM AND FEMA COMMUNICATION	Coordinate OEM and FEMA client public assistance conference calls	As requested
LOGISTICS AND OPERATIONS COORDINATION	Implement preliminary mobilization of Rostan Reserves	72 hours prior to landfall
	Preliminary staging of field kits	72 hours prior to landfall
	Initiate Event Manager/HaulPass® data and GIS database	72 hours prior to landfall
PRE-LANDFALL COMMUNICATION	Prior to hurricane landfall the Project Manager and/or County Liaison will participate in conference call to discuss event status with staff and contractors	Occurs daily morning and afternoon within 72 hour landfall window
	Prior to hurricane landfall the Project Manager and/or County Liaison will report to the EOC or other designated forward staging area	Report as requested
DEBRIS MONITOR MOBILIZATION	Mobilization of Rostan Reserves	Landfall is imminent
	Implement Rostan staff recruiting plan	72 hours prior to landfall
	Remote staging of equipment and personnel	72 hours prior to landfall
<b>POST-EVENT TASKS</b>		
ADMINISTRATIVE TASKS	Obtain Presidential Disaster Declaration	6 to 48 hours after landfall
	Obtain Notice to Proceed/Issue Certificate of Insurance	Landfall to 48 hours after
	Continue with staffing plan implementation and training	6 hours after landfall and until the end of the debris mission
OPERATIONS MANAGEMENT TASKS	Perform preliminary damage and debris assessments	2 to 48 hours after landfall
	Evaluate Debris Management Sites (DMS)	2 to 48 hours after landfall
	Perform preliminary debris cost estimate	2 to 48 hours after landfall
	Update GIS Map with debris zones	2 to 48 hours after landfall
	Compile and issue Daily Report	Daily beginning 2nd day after landfall
	Obtain Permit or appropriate approvals for DMS locations	6 hours after landfall until all necessary DMS locations are operational
MONITOR DEBRIS CONTRACTOR FIRST PUSH	Monitor equipment and labor hours of debris contractor equipment that is mobilized utilizing T&M daily log forms	70-hour T&M period

## PRELIMINARY DEBRIS MONITORING PLAN [CONTINUED]

DEBRIS MONITORING TASKS	ACTION ITEM	TIMELINE
<b>POST-EVENT TASKS [CONTINUED]</b>		
MONITOR RIGHT-OF-WAY DEBRIS COLLECTION	1st Pass — Monitor Debris Contractor crews collecting eligible disaster debris from public ROWs and public property	Week 1 through Week 6
	2nd Pass — Monitor Debris Contractor crews collecting eligible disaster debris from public ROWs and public property	Week 7 through Week 10
	3rd Pass — Monitor Debris Contractor crews collecting eligible disaster debris from public ROWs and public property	Week 11 through Week 12
MONITOR SPECIAL WASTE COLLECTION	Monitor Debris Contractor crews collecting eligible special waste disaster debris such as appliances, stumps, leaning trees, hanging limbs, and HHW etc. from public ROWs	Week 3 through Week 10
DMS OVERSIGHT AND MONITORING	Document pre-DMS conditions with photographs and other means as required by regulatory agencies	1st week until debris mission complete
	Observe debris contractor operations at the site to assure environmental compliance	1st week until debris mission complete
	Perform “load calls” of debris contractor debris loads	Throughout mission
	Monitor Debris Contractor upon exit of DMS	Throughout mission
	Document post-DMS conditions with photographs and other means as required by regulatory agencies and that site is restored to original condition	Following completion of debris removal activities
MONITOR CITIZEN DROP-OFF SITES	Document pre-DMS conditions with photographs and other means as required by regulatory agencies	Prior to opening DMS locations
	Document and record residents and debris drop-off	Throughout mission
	Observe debris contractor operations at the site to assure environmental compliance. Document amount of debris processed	Throughout mission
	Document post-DMS conditions with photographs and other means as required by regulatory agencies and that site is restored to original condition	Following completion of debris removal activities
MONITOR FINAL DISPOSAL	Obtain documentation that final disposal location is permitted and approved for the debris material	1st week until debris mission complete
	Monitor final disposal of debris contractor and obtain scale record or load manifest	Throughout mission
DATA MANAGEMENT/ HAULPASS EVENT MANAGER	Manage and facilitate roll-based access and use of dynamic HaulPass Event Manager website for mission progress reports, data transfer, and an ensemble of data reports	Throughout mission
	Perform Debris Contractor invoice reconciliation	As invoices are submitted by debris contractor
	Issue applications for payment of debris contractor invoices	As invoices are submitted by debris contractor
	Coordinate and facilitate data transfers request from debris contractor, state and federal personnel	Throughout mission
CALL CENTER	Operate and staff call center in coordination with CIC	Throughout mission
WATERWAY DEBRIS REMOVAL MONITORING	Monitor debris collection crews collecting eligible debris from area waterways	If needed
MONITOR PRIVATE PROPERTY DEBRIS REMOVAL	Manage PPDR program	If needed
DEMOLITION OF STRUCTURES ON PRIVATE PROPERTY	Manage Demo program	If needed
PROJECT CLOSEOUT	Provide electronic and hard-copy files	Mission completion

A synopsis of Rostan’s monitoring tasks are discussed below.

## PRELIMINARY DEBRIS ASSESSMENTS

Debris estimation is critical to determining the type and size of a debris recovery operation. In coordination with the County, we will evaluate the potential impact area prior to an event and develop a disaster debris estimate utilizing industry standard modeling software. Following the impact, we will perform preliminary debris estimates based upon aerial, topographical, and visual reconnaissance of the affected area compared to pre-event conditions. Within 24-48 hours of activation, we will provide debris estimates as well as develop a monitoring staffing plan in coordination with the County and the Debris Contractor.

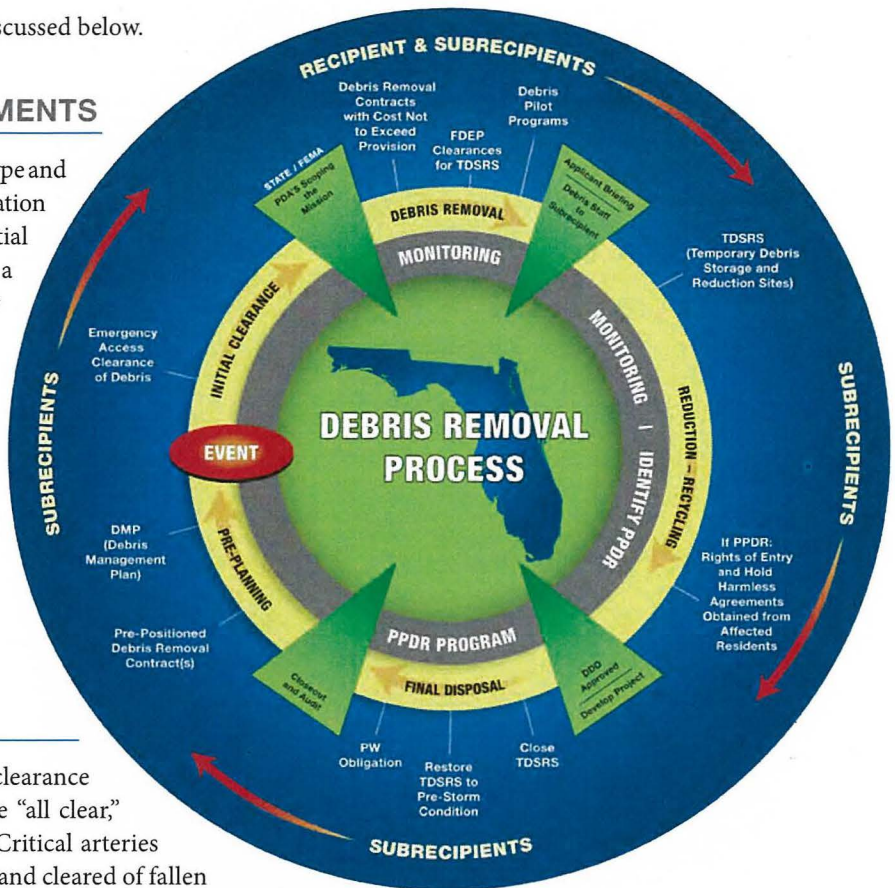
## MONITORING FIRST PUSH/CUT AND TOSS

Following an event, the “initial push” or debris clearance phase begins as soon as possible following the “all clear,” typically issued by the Incident Commander. Critical arteries and emergency response routes are prioritized and cleared of fallen trees, limbs, and other disaster debris by teams of debris contractors, electric company crews, local client crews and Rostan monitors. The debris clearance phase may go beyond the FEMA 70-hour allowable time and materials window under certain scenarios.

If requested, Rostan will provide quality assurance monitors to document and record time and materials efforts during the debris clearance phase. Rostan utilizes customized time and materials forms as well as the HaulPass® system, which consists of laptops, tablets and other handheld units to document and monitor debris clearance operations. Rostan can and will facilitate the administration and management of the information to be provided in support of project worksheet development for Category B reimbursement from FEMA.

Rostan will perform the following tasks during the debris clearance phase:

Certify and placard equipment and vehicles
Assist with documenting and prioritizing roads for immediate clearance
Capture time and materials efforts by County personnel, contractor staff crews, and volunteers
Manage the time and materials information collected daily
Issue a daily report of roads cleared, road status and schedule, and other salient data
Review and reconcile contractor and supplier invoices
Compile and provide information for all Category A and B PWs



## DEBRIS MANAGEMENT OPERATIONS AND REPORTING



Rostan will communicate and coordinate with the County with respect to its Operations Command Center from which we will coordinate field operations. Field monitors are deployed with debris contractor crews to monitor the loading of trucks and to issue load tickets. We provide area field supervisors that are responsible for a defined geographic area in support of monitoring efforts. Our supervisors will work closely with the County recovery Manager and Field Service Representatives to anticipate and address changing field conditions, manage communications, deploy field staff, and make adjustments as necessary to efficiently manage debris collection operations. Our HaulPass® System provides timely data from the field in terms of trucks deployed, volume of materials received at each DMS, and GPS mapping of debris removal efforts.

In addition, we will coordinate with County personnel to respond to any potential property damage claims resulting from the debris removal process and establish a call center for claims reporting and management of claims resolution. This call center will be located at the Operations Command Center. During previous debris recovery efforts, we have utilized our proprietary disaster debris damage complaint tracking system to track complaints from residents, document evaluations of damaged property, capture images, and ensure that each complaint was tracked from inception to final resolution.

Rostan staff will coordinate and communicate with the County regarding overall debris recovery status, Debris Contractor performance and daily debris recovery operations. Rostan provides daily reporting to document each day’s activities and the HaulPass® Event Manager is accessible via a web interface to view “real time” operational information such as:

Debris volumes collected by debris type
Debris volumes hauled by type
Debris quantities by DMS
Equipment certification totals

A daily report will be provided the morning of the following day, and weekly reports can be provided if requested. The daily report format shall be approved by the County.

## ROW DISASTER DEBRIS COLLECTION MONITORING

Our Right-of-Way (ROW) load site quality assurance monitors (ROW Monitors) are trained with respect to FEMA *Public Assistance Program and Policy Guide* (PAPPG) FP-104-009-2, June 2020 guidance. Our training also includes health and safety components, eligibility requirements specific to the local, state, and federal regulations, and debris contractor monitoring. Rostan’s Operations Manager and Supervisors work closely with the County and Debris Contractor personnel to provide ROW Monitors for each debris crew mobilized by the Debris Contractor. Rostan’s Operations Manager and Supervisors are responsible for ROW Monitor training, scheduling, deployment, QA/QC, as well as reacting to daily changes associated with debris contractor crews, monitor issues and FEMA inquiries.

Each Rostan ROW Monitor will be equipped with a HaulPass® handheld unit as well as all necessary field equipment and required health & safety personal protective equipment (PPE). Rostan ROW Monitors are capable of performing any of the tasks listed below:

Monitor eligible disaster debris collection from ROW and public property
Initiate a HaulPass® load ticket for each eligible load of disaster debris
Monitor Debris Contractor activities
Report Health & safety concerns
Report and document property damage or accidents
Monitor collection of special waste such as appliances, HHW, etc.
Mobilize and de-mobilize daily

## SPECIAL WASTE MONITORING

Special waste is considered to be disaster debris material that is typically collected separately from Vegetative and C&D storm debris. The most common special wastes include:



White Goods
Household Hazardous Waste (HHW)
Hazardous Stumps
Hanging Limbs
Leaning Trees
Abandoned Vehicles
Derelict Boats

Rostan Special Waste Monitors are experienced ROW Monitors that have received additional training and experience monitoring special wastes. Rostan assigns a monitor to each Debris Contractor special waste crew. Rostan's Operations Manager coordinates closely with the Debris Contractor to facilitate a safe and efficient operation. Rostan monitors use HaulPass® to document each eligible debris item (e.g., hazardous stump, refrigerator, etc.) with photographs tagged with GPS coordinates and any footnotes.

## DEBRIS MANAGEMENT SITE (DMS) SELECTION AND APPROVALS

Effective debris management begins with the identification of potential DMS locations. We will assist the County in obtaining necessary approvals and permits from local, state and federal agencies for each site. Initially, our project team coordinates with the County to obtain relevant information such as current site ownership, current site use, right-of-entry considerations for privately owned sites, planned reduction methodologies for each site, and County-specific objectives for each site. We then collect baseline data on the designated DMS consistent with federal, state and local requirements and in general accordance with FEMA guidelines. Baseline data collection and monitoring activities are focused on achieving successful and timely site closure. Information obtained for each site is compiled into a baseline DMS report, as well as a closure report that we prepare after all debris has been removed from the site. If requested, we conduct both base-line and closure groundwater and soil sampling to document conditions prior to and after debris management activities and establish whether the DMS was adversely affected by these activities.





## MONITORING DMS OPERATIONS

We conduct frequent observations throughout the debris management process as debris is stored, reduced, and removed from various sites, and until site restoration to pre-disaster condition is complete. We evaluate the debris contractor's procedures for proper storage, management, and disposal of all debris types and advise the County of any potential issues that could affect reimbursement funding. We also can arrange for aerial photography to document overall site activities during debris management operations.

Following debris operations, our project team will prepare a DMS closure report documenting the site conditions upon closure. This report compares baseline and closure environmental conditions that typically includes a comparison of analytical data collected as well as photographic documentation for visual comparison. Rostan DMS-related monitoring tasks may include:

DMS selection and approval assistance
Development of criteria for management of a DMS
Inventory of all sites handling debris (such as DMS locations, landfills, staging areas, citizen drop-off sites, etc.)
Permitting and coordination needs for DMS locations, including communications with state and local regulatory agencies
Performance of baseline data collection including photos and/or video of each DMS, current site layout sketch, documentation of physical features, current land use, current structures, use or storage of chemicals (past or current) on-site, and other relevant information
Development of a sampling plan for each DMS including sampling locations, specific media, and analytical parameters, if required
Performance of baseline soil and groundwater sampling, if required
Ongoing DMS monitoring
DMS closure
Preparation of a DMS baseline and closure report for each site

## TOWER MONITORING AND LOAD CALLS

Rostan provides Tower Monitors that have extensive experience in DMS monitoring activities and have worked with us on previous disaster recovery events. Rostan Tower Monitors understand debris site management and equipment. It has been observed by others that Rostan Tower Monitors are among the most professional and technically competent in the industry. Our monitors are trained to verify the truck volume, identify truck modifications, accurately make the load call, document daily volumes managed, and observe contractor activities.

## EQUIPMENT AND VEHICLE CERTIFICATION

Rostan has experienced and fully dedicated and equipped certification teams prepared to deploy immediately following an event in order to identify potential equipment certification site(s), establish the certification site(s), oversee certification operations, certify equipment, and provide accurate record keeping to maximize reimbursement. We have established an electronic data capture protocol for equipment certification operations utilizing our HaulPass® System.

Rostan staff understand the importance of equipment and vehicle certifications. Rostan utilizes the HaulPass® system for digitally recording, storing and managing the information associated with each piece of equipment. Certifications can be provided for cubic yardage and/or tonnage. Rostan certification teams are experienced with volumetric measurement and calculations for all types of debris contractor vehicles and equipment used in the industry. Our certification staff follow Rostan's standard operating procedures which are consistent with FEMA *Public Assistance Program and Policy Guide (PAPPG) FP-104-009-2, June 2020* and contain some of the following components:



HaulPass® System Equipment/Vehicle Certification Form

HaulPass® Smartcard and Placard Issued for each vehicle or piece of equipment

Debris Contractor Safety Checklist verified

Random QA/QC Re-Certifications — conduct random audits of contractor equipment to ensure the volume is consistent with the original placard

*Rostan certification teams can certify 24 hours per day, 7 days per week if required.*

## CANALS AND WATERWAYS DEBRIS MONITORING

Removal and monitoring of debris from canals and waterways increases the complexity and potential danger of a typical ROW debris management event and requires a specialized approach. Rostan has extensive experience monitoring debris removal from navigable and non-navigable waterways. We are currently monitoring debris removal operations for both the Sunshine Water Improvement District and the Coral Springs Improvement Districts in Broward County, FL as part of the Hurricane Irma recovery. These projects are both being performed “from the water” as access to each district’s canals is extremely restricted. Given the cost associated with this type of debris removal, it is imperative that debris, along with hazardous limbs and trees, be completed on the “first pass.” To accommodate that, Rostan did a comprehensive survey of each canal to catalogue debris piles and leaners/hangers. This was accomplished using tablets to photodocument areas of concern. Photodocumentation included capturing GPS for each area. This information was shared with our clients and with their debris hauler. Collection of this type of information allows critical preplanning to occur prior to mobilization. Once completed a drone is being used to capture a video record of the completed work. This information is useful in dealing with concerned residents whose properties abut the canals. In New Jersey following Hurricane Sandy, Rostan provided extensive waterways debris monitoring that included documenting canal, channel and embayment dredging of storm related materials. Rostan will coordinate monitoring operations with the Debris Contractor and County to ensure a safe and efficient collection and disposal of eligible storm debris. It is our policy to provide an experienced monitor for each debris collection crew.



### TYPES OF DEBRIS FIELDS INCLUDE:

Storm drains, catch basins and flood control ditches  
Canals, streams, rivers and inland waterways  
Bays, beaches and channels

### TYPES OF DEBRIS MAY INCLUDE:

Displaced damaged structures such as buildings, docks, pillars, etc  
Derelict vessels and vehicles  
Vegetative storm debris such as tree trunks, limbs, etc  
C&D debris  
Displaced sand and soil  
Dredge spoils

*Rostan understands the importance of taking additional safety precautions when performing debris monitoring in waterways.*

## PRIVATE PROPERTY DEBRIS REMOVAL AND DEMOLITION MONITORING

Typically, FEMA does not provide federal support for work conducted on private property. In certain instances, eligible applicants can apply for federal support for this type of work if the extent of damage is extensive, and deemed harmful to a community at-large. Private Property Debris Removal (PPDR) and Structural Demolition work in accordance with federal, state, and local requirements can require extensive logistical coordination, detailed record keeping, and operational aptitude. Rostan is highly adept at providing and managing all three of these aspects.

Since 2011, Rostan has had the opportunity to serve multiple clients in this capacity, most recently the Army Corps of Engineers in New York City and two municipal clients in New Jersey following Hurricane Sandy in 2014.

This continued experience has allowed us to adopt and refine our approach to PPDR/Demolition projects. Initial focus is placed on determining the areas of impact and conducting site evaluations to determine the extent of damages and formulate site specific management plans. Historically, these site evaluations have involved FEMA and other governmental agencies such as the Florida Department of Environmental Protection (FDEP).

Once properties are identified they are placed into a queue that generally follows the FEMA 19-point checklist. This checklist includes processes that must be followed to remain eligible for reimbursement funding and conduct a safe debris removal effort. Some of these processes are lengthy and can consume considerable amounts of time therefore it is critical to understand project management tools and coordinate processes simultaneously. For example, the checklist includes obtaining utility disconnect notices. This requires a letter, from a service provider, confirming utilities have been disconnected from an identified structure. In some instances, it may take 2-3 weeks before a service provider can disconnect a utility and issue a letter of disconnect. When 4-5 service providers are involved for one structure this process alone can burden the management process and slow the recovery effort. Rostan understands these challenges and is experienced in managing multiple processes simultaneously to expedite recovery efforts.

At the same time, a Right-of Entry (ROE) agreement signed by the owner or the owner's authorized agent is required for each project site on private property. Without this document municipalities and their representatives do not have legal authority to access the property. At times, these are easy to obtain and residents voluntarily submit them. In other times, residents have been displaced or even worse deceased, due the disaster. In instances where volunteered authority is not an option it is critical to have a consultant with experience in these matters. Rostan has this experience and has assisted in tracking down displaced residents and next of kin and developed paths forward whether it's through code enforcement and condemnation procedures or other alternatives.

Rostan has developed comprehensive project management solutions tailored specifically to past clients to help manage PPDR/Demolition Programs and is committed to providing nothing less to the County. We can provide web-based tools that grant user-based access allowing for an efficient management PPDR/Demolition program.

Some of the highlights from our PPDR/Demolition Module are as follows:





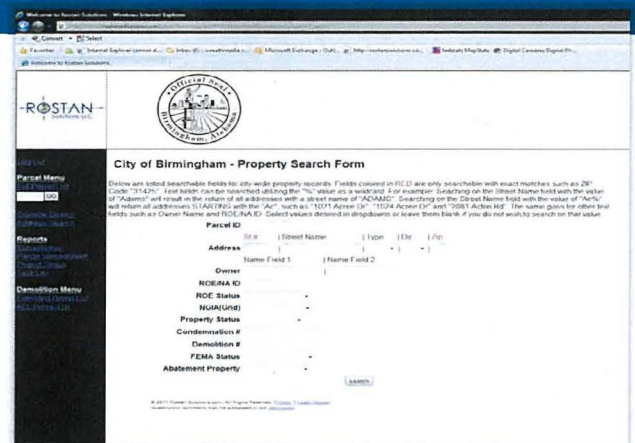
## USER-BASED LOGIN ACCESS

Access to data collected is restricted due to document sensitivity and privacy concerns. This data will be collected on behalf of the County and will be shared with verified stakeholders only upon approval by County officials. Furthermore, user roles can be restricted to read only disabling the ability of a user to change data.



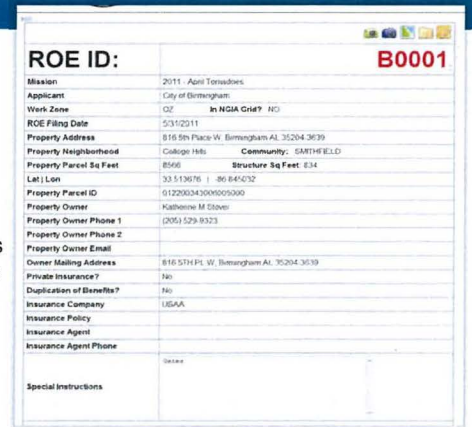
## DATA INTEGRATION

Rostan can integrate external data sets into its database. In this example, the client provided us with access to their parcel data. This enabled us to search their data set for property records through our interface. Field investigations confirmed whether work was required on the parcel and we were then able to create a record in our Module using the parcel data as the record base. This measure, though simple on the surface, saved countless hours of record searches and increased project efficiency.



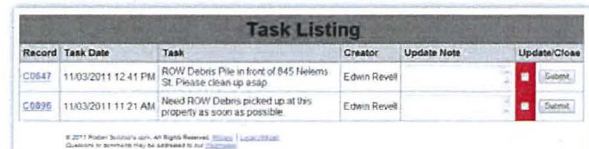
## SITE PROFILES

Field evaluations are responsible for identifying sites or potential sites that may require PPDR/Demolition work. When field data is collected, it is brought to a data manager or logistics coordinator and a profile for that site is created in our Module. The creation of a site profile creates a unique ID number and initiates a system of checkpoints. A checkpoint might be obtaining an ROE or uploading "before work" site photos. These profiles are regularly updated and trigger subsequent steps in the process. Once all pre-work requirements have been met the site profile will produce a "ready to proceed" indicator. When the physical PPDR/Demolition work is complete, the Site profile will be updated to include additional elements and provide a Site closeout checklist. Site profiles are the blueprint for each site and are integral to the recovery operation.



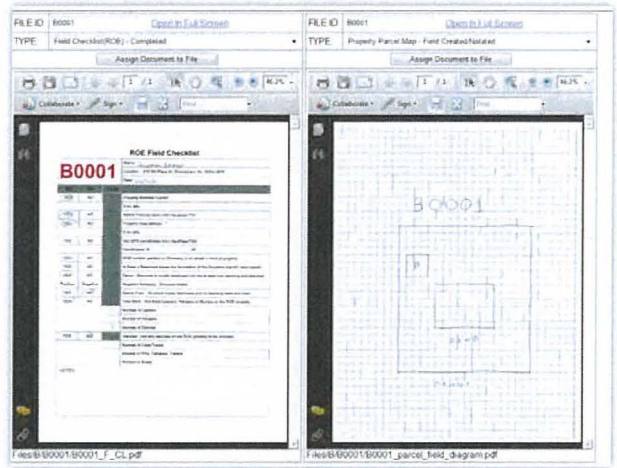
## TASKING

Tasking allows users, such as the County, to assign a task to a Rostan representative. A task might be simple like "Mr. Johnson has her insurance certificate but is unable to mail it. Can you send someone to retrieve it from 1324 West Apple Street please?" This feature allows users in-Module communication and reduces the use of external emails and other forms of communication resulting in increased operational continuity.



## DIGITAL RECORD KEEPING/FILE MANAGEMENT

Though paper records are necessary, we digitize as many aspects of the PPDR/Demolition process as possible. This means creating a digital record for each site and managing associated documents. Site specific digital records may include photographs, maps, load tickets, ROE forms, utility letters, occupancy notices, etc. These digital records are updated daily and mirror the field folder. In fact, we generally advise against using original documents in the field where possible. Should a hard copy need to be available at a given work location we recommend creating a duplicate paper record for field use only. Digitizing records allows multiple users to access the same file simultaneously and increases operational and logistical efficiency. At the end of the project Rostan will turn over all original documents and a digital record of each site to the County.



## EXPORTS/REPORTS

All data collected can be queried to provide reports and meet reporting requirements of the County. Typically, we generate a broad project status report and provide .CSV or Excel files for download. Experience has taught us that these data files are generally of the most use.

Project ID	Location	Status	Start Date	End Date
B0001	14 Out of State	Completed	11/15/2011	11/15/2011
B0002	15 In-Peak Review	In Progress	11/15/2011	11/15/2011
B0003	16 In-Peak Review	In Progress	11/15/2011	11/15/2011

### PROJECT STATUS REPORT

November 8, 2011 11:06 AM

Project Total	Total	B#	C#	D#
<b>Total Properties:</b>	<b>1108</b>	<b>525</b>	<b>559</b>	<b>24</b>
<b>Properties Entering Program (1)</b>	<b>1</b>	<b>1</b>	<b>0</b>	<b>0</b>
<b>Property Detail Received:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Site Photos Requested:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Site Photos Completed:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Site Photos Available:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Properties Starting/Started Work (6)</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Approval to Proceed:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Work Started:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Hold Work:</b>	<b>8</b>	<b>5</b>	<b>3</b>	<b>0</b>
<b>Properties Ready to Close (943)</b>	<b>36</b>	<b>32</b>	<b>4</b>	<b>0</b>
<b>Work Completed:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>After Photos Available:</b>	<b>139</b>	<b>60</b>	<b>55</b>	<b>24</b>
<b>Demo Hold:</b>	<b>768</b>	<b>166</b>	<b>301</b>	<b>0</b>
<b>Property in File Review:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Properties Closed (0)</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Properties Currently Ineligible, Withdrawn or Outside NGIA (457)</b>	<b>307</b>	<b>111</b>	<b>196</b>	<b>0</b>
<b>Property Outside NGIA Grid:</b>	<b>150</b>	<b>150</b>	<b>0</b>	<b>0</b>

## CONFIGURABILITY

Our PPDR/Demolition Module can be tailored to meet specific County needs. Whether it is added functionality like user configurable reports or a change as simple as where a link is on a page, we will make every effort to accommodate these requests.



## 3.4 AUTOMATED DEBRIS MANAGEMENT SYSTEM [ADMS]

### HAULPASS®: OUR UNIQUE DISASTER DEBRIS MANAGEMENT APPROACH



HaulPass® completely eliminates the need for paper (manual) load tickets during a debris removal mission. HaulPass® is the most tested, proven, paperless, and reimbursed ADMS in the industry. Through the use of mobile data capture technology and encrypted smart cards,

HaulPass® establishes a secure data environment for collection and management of critical information that can be adapted to meet a variety of contract parameters. Data collected using HaulPass® is made available to stakeholders through a role-based secure web portal.

HaulPass® was validated by the US Army Corps of Engineers (USACE) in June 2008 and again in 2015 in response to ADMS requirements in USACE Advance Contract Initiative (ACI) Solicitations. HaulPass® was the only system to have been offered by respondents in all 11 Regions under the ACI program and the only ADMS to be validated by the USACE in 2008.

***Rostan is the exclusive provider of our proprietary HaulPass® ADMS – the most proven system in the industry. HaulPass® is so reliable and easy to use that Rostan has not utilized paper load tickets since 2008 – for any client, period.***

HaulPass® was developed with a primary focus on security and to combat the inefficiencies that plague a paper-based ticketing operation. With a focus on securely automating many of the necessary data collection aspects surrounding debris removal missions, HaulPass® was able to reduce errors and omissions, prevent fraudulent activity through a role-based modular application, and increase operational, reporting, and reimbursement efficiencies.

HaulPass® is modular data collection software that, when paired with properly specified hardware, enables end users to efficiently collect pertinent information necessary to support Project Worksheet (PW) development and ultimately enable reimbursement to occur expeditiously.

In general, HaulPass® performs in the following manner:

#### THE HAULPASS® PROCESS

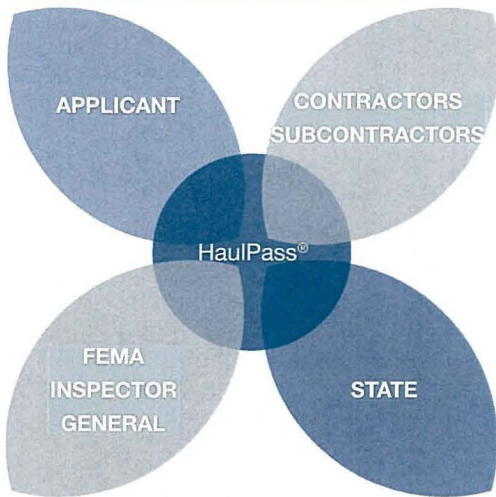
The certification process includes the certification of personnel authorized to operate the HaulPass® system and the certification of hauling or debris removal equipment. The certification process enables the system to perform two primary ticketing functions. These functions are known as hauling tickets (e.g., ROW tickets) and task specific tickets (e.g., hazardous stumps, white goods, HHW, etc.). In each case, the certification process results in the issuance of encrypted smart cards that serve as the medium through which data is digitally collected and processed.

In the case of personnel certification, the smart cards are role-based, providing the user with access to only a specific module within the software application. This role-based access prohibits users from accessing modules that they are not properly trained to operate and reduces the opportunity for unscrupulous activity. The majority of users will be certified to conduct right-of-way and DMS monitoring activities since these are the two most common roles utilized in debris removal operations.

Data contained in these digital tickets is ultimately synchronized from the field through cellular networks or via satellite uplink if cellular networks are not available and stored on secure data servers where it can be accessed by all stakeholders. The overall system does not, however, rely on cellular coverage to operate.

We would be glad to conduct a demonstration for the County upon request.

## DATA ACCESSIBILITY



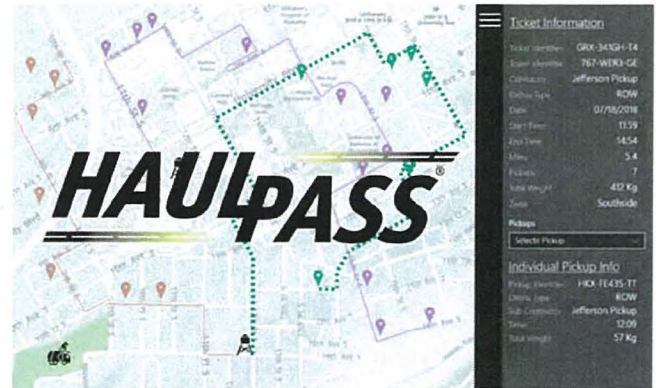
The HaulPass® Event Manager database is available via a secure internet portal (website) to all parties involved in the debris recovery process via role-based security to provide concise and accurate presentation of the data collected in the field. This data repository allows the stakeholder to utilize a central and consistent data set that increases the efficiency of reporting, invoice reconciliation, and supports PW development.

The HaulPass® Event Manager website is monitored and supported 24/7 by a development and database management team and is guaranteed by the hosting company to have 99.99% availability. Our database management team is responsible for the quality control (QC) of all data that is collected. The data also can be exported easily in various formats to provide compatibility with other systems for various purposes. In addition, a lead data manager will be assigned for each event response.

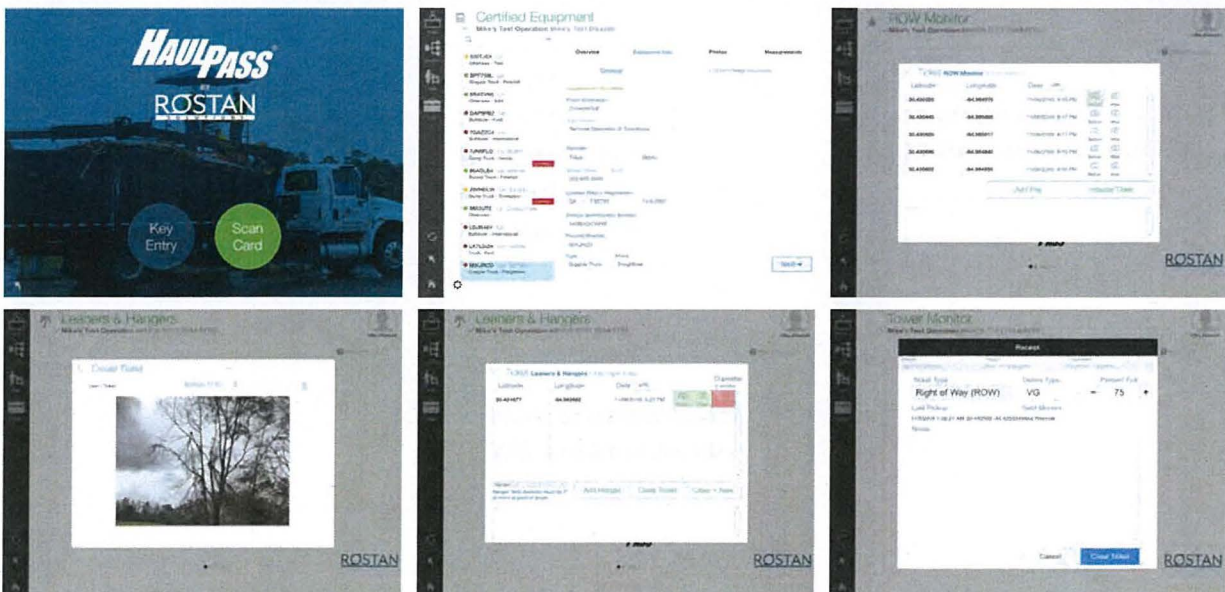
Role-based access can be provided at the discretion of the County. For example, the data can be administered in a way that allows contractors, the County, and FEMA to have different levels of access to data collected.

## MAPPING AND PHOTOS

HaulPass® can capture photo documentation and provide illustrative mapping of debris collection. Some photo documentation is required by FEMA to support reimbursement requests for certain types of debris collection, but additional photos may be captured to document the operation and develop progress reports. Photos are tied to debris collection locations and hauling tickets. Combined with typical data collection elements, we can depict the progress of a debris removal operation in near-real time by displaying it on a web-accessible map. When extrapolated out across an entire debris removal arena, users can instantly see visible progress of the collection effort.



## HAULPASS® INTERFACE



# HAULPASS® EQUIPMENT CERTIFICATION

The screenshots show the 'Certified Equipment' interface for Charleston County, SC, 2019 - Hurricane Dorian. The top screen shows a list of equipment with a 'Total 65.9 CY' summary. The middle and right screens show detailed views of individual equipment items, including their make, model, and primary measurements.

# HAULPASS® RECEIPTS

Charleston County... 2019 - Hurricane Dorian -	TICKET ID 8KPHPUF
<b>Contractor Information</b>	
Certification ID	724XEQE
Prime	AshBritt Environmental
Sub	Beeghly Tree, LLC
<b>Load Information</b>	
Monitor ID	61293F4
Ticket Type	Right of Way (ROW)
Load Coordinates	32.741163, -80.241524
Load Time (UTC)	9/11/2019 14:52
<b>Disposal Information</b>	
Monitor ID	3ZRBVAX
Site Name	Hyde Park Road DMS
Tower Coordinates	32.816010, -80.258294
Disposal Time (UTC)	9/11/2019 15:21
Debris Type	VEG
Certified Capacity	72.4 CY
Load Call	70%
Calculated Quantity	50.7 CY
TICKET COPY	
A ROSTAN SOLUTIONS PRODUCT WWW.HAULPASS.COM   WWW.ROSTAN.COM	

Charleston County... 2019 - Hurricane Dorian -	TICKET ID 48H2XWC
<b>Contractor Information</b>	
Certification ID	7DX4FJE
Prime	AshBritt Environmental
Sub	Tri-Rivers
<b>Ticket Information</b>	
Monitor ID	3KDFRM6
Ticket Type	Hanger
Load Coordinates	32.745113, -79.935474
Load Time (UTC)	9/28/2019 21:11
Unit Quantity	1.0
<b>Notes</b>	
TICKET COPY	
A ROSTAN SOLUTIONS PRODUCT WWW.HAULPASS.COM   WWW.ROSTAN.COM	

Charleston County... 2019 - Hurricane Dorian -	TICKET ID 7YG89V9
<b>Contractor Information</b>	
Certification ID	6Z7SHY7
Prime	AshBritt Environmental
Sub	Beeghly Tree, LLC
<b>Ticket Information</b>	
Monitor ID	FVFFX96
Ticket Type	Leaner
Load Coordinates	32.751299, -80.077336
Load Time (UTC)	10/5/2019 14:41
Unit Quantity	1.0
Unit Diameter	17.1 in
<b>Notes</b>	
TICKET COPY	
A ROSTAN SOLUTIONS PRODUCT WWW.HAULPASS.COM   WWW.ROSTAN.COM	

## A PROVEN PRODUCT

The HaulPass® system is supported in the field by a tested and proven debris management team and has proven successful in multiple deployments:

EVENT TYPE	YEAR	LOCATION	PROJECT
Hurricane Katrina	2006	Hancock County, MS	USACE – Debris Removal
Ice Storm	2006	Erie County, NY	Stump Removal
Post Hurricane Katrina	2007	Cocodrie and Lafayette, LA	Waterway Debris Removal
Hurricane Ike	2008	Galveston, TX	USACE/TXDOT – Debris Removal
		Humble, TX	Debris Removal
		Piney Point, TX	
		Nassau Bay, TX	
		Vermillion Parrish, LA Cameron Parrish, LA	USACE – Debris Removal
Earthquake	2010	Port-au-Prince, Haiti	Demolition and Debris Removal
Tornado	2011	Birmingham, AL	Demolition and Debris Removal
Tornado	2011	Joplin, MO	USACE – Demolition and Debris Removal
Hurricane Irene	2011	James City County, VA York County, VA Williamsburg, VA	Debris Removal
		New York, NY	USACE – Demolition and Debris Removal
Hurricane Sandy	2012	State of New Jersey	NJDEP – Waterway Debris Removal
		Brick Township, NJ	Demolition, PPDR, and Debris Removal
		20 municipalities in NJ	Debris Removal
Ice Storm	2014	Jenkins County, GA	Debris Removal
Ice Storm	2015	White County, TN Cumberland County, TN	Debris Removal
Flooding	2015	Charleston County, SC	Debris Removal
Tornado	2016	Essex County, VA	Debris Removal
Flooding	2016	Iberia Parish, LA	Debris Removal
Hurricane Matthew	2016	Charleston County, SC	Debris Removal
		Berkeley County, SC	
		Martin County, FL	
		Garden City, GA	
		Port St. Lucie, FL Town of Sewall's Point, FL	
Hurricane Harvey	2017	City of Kountze, TX	Debris Removal
		City of Lumberton, TX	
		City of Orange, TX	
		City of Sour Lake, TX	
		Hardin County, TX	
		Village of Piney Point, TX Village of Rose Hill Acres, TX	
Hurricane Irma	2017	City of Belleair Beach, FL	Debris Removal
		City of Belleair Bluffs, FL	
		Broward County Public Schools, FL	
		City of Coconut Creek, FL	
		City of Coral Springs, FL	
		Coral Springs Improvement District, FL	
		City of Dania Beach, FL	
		Village of Estero, FL	
		New College of Florida, FL	
		Town of Indian Shores, FL	
		City of Madeira Beach, FL	
		Martin County, FL	
		City of North Port, FL	
		Town of Palm Beach, FL	
		City of Port St. Lucie, FL	
		Town of Redington Shores, FL	
		City of St. Pete Beach, FL	
Town of Sewall's Point, FL			
Sunshine Water Control District, FL			
Town of Windermere, FL			
City of Winter Springs, FL			
Tybee Island, GA			
Charleston County, SC			
Hurricane Maria	2017	Puerto Rico	USACE – Debris Removal
		DTOP–Puerto Rico	Debris Removal
Hurricane Florence	2018	City of Lumberton, NC	Debris Removal
		Town of Carolina Beach, NC	
Hurricane Michael	2018	Liberty County, FL	Debris Removal
Hurricane Dorian	2019	Charleston County, SC	Debris Removal
Tornado	2019	City of Richardson, TX	Debris Removal
Flooding	2019	West Feliciana Parish, LA	Debris Removal
Hurricane Isaias	2020	Town of Carolina Beach, NC	Debris Removal
Severe Storms	2020	City of Tama, IA	Debris Removal
		City of Toledo, IA	
		City of Gladbrook, IA	
		City of State Center, IA	
		Tama Conservation District, IA	
Hurricane Laura	2020	Cameron Parish, LA	Debris Removal
Hurricane Delta	2020	West Feliciana Parish, LA	Debris Removal
Hurricane Zeta	2020	City Park New Orleans, LA	Debris Removal

## EQUIPMENT

In 2018 HaulPass® was renovated and the requirements to implement and manage the system were reduced considerably. What used to be loading a truck and a trailer has been replaced with an airline ticket and a couple of checked bags.

## HARDWARE

Rostan has on-hand and in a ready state enough equipment to supply 250 field personnel with HaulPass® equipment. While we anticipate this to be enough equipment to service our standby agreements following a catastrophic event in Florida, we recognize that other events may occur at the same time. We maintain strong vendor relationships with our major hardware providers and can secure additional hardware in less than 48 hours. We do not believe equipment shortages will be an issue at any point.



## CONSUMABLES

Smart Cards are the backbone of HaulPass® ability to run in a non-connected environment. We source our smartcards, which are now contactless, factory direct. We purchase them 10,000 at a time. This quantity generally lasts several years before requiring replenishment.

HaulPass® also utilizes thermal paper to produce receipts for load tickets. While not necessary for the system to operate, we keep on-hand enough paper to produce 100,000 load tickets with more available with a 5-7 day notice. HaulPass can run completely paperless, a mode which we prefer. Instead of producing paper receipts we have integrated an email function into the system whereby emails are sent to contractors containing PDFs of the receipts.





# DAILY OPERATIONAL REPORT



**CHARLESTON COUNTY, SC** Debris Management Daily Report

OCTOBER 9, 2019

HURRICANE DORIAN | FEMA DR-4464

73° F



TODAY'S WEATHER

10,588.9 CY

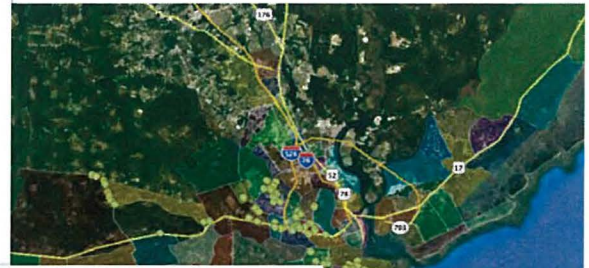
TODAY'S VOLUME

202

TODAY'S LOADS

30

DAY OF OPERATIONS



### DAILY ACTIVITY SUMMARY

Hurricane Dorian Debris Removal Operations commenced provided 42 certified trucks and/or trailers throughout the County (ROWs), as well as remove leaning trees and hanging representative debris ensuring that debris was removed from eligible ROWs.

There were no incidents to report.

### HAULER CREWS

AshBritt utilized 42 certified trucks and/or trailers to remove vegetative debris removal. Additionally, there were 4 tree eligible ROWs.

### MONITORING

Rostan personnel were assigned to monitor and document Hyde Park Road DMS, Pine Landing Road DMS, and Walpole included field monitors, leaner/hanger monitors, tower monitors.

### AREAS WORKED

AshBritt crews cleared hurricane debris from along:

AD1: ADAMS RUN	AD1: ADAMS RUN
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AD3: ADAMS RUN	AD3: ADAMS RUN
AD4: ADAMS RUN	AD4: ADAMS RUN
AD5: ADAMS RUN	AD5: ADAMS RUN
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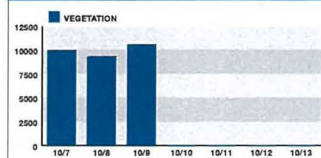
All rights reserved. © 2019 HaulPass, LLC



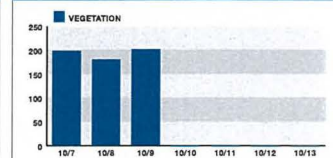
### OCTOBER 10, 2019 - OPERATIONS PLAN

Debris Removal Operations will commence at approximately 0700 and conclude at or near 1900. It is anticipated that AshBritt will provide up to 60 trucks and/or trailers for collection and hauling. AshBritt crews will muster with Rostan personnel prior to departing for the field.

#### CUBIC YARDS DAILY TOTALS | WEEK OF OCTOBER 7, 2019



#### LOADS DAILY TOTALS | WEEK OF OCTOBER 7, 2019



#### DEBRIS REMOVAL SUMMARY: LEANERS / HANGERS

DEBRIS TYPE	TODAY	TOTAL
HANGERS	219	4,400
LEANERS	13	60
<b>PROJECT TOTALS - LEANERS/HANGERS</b>	<b>232</b>	<b>4,460</b>

#### DEBRIS REMOVAL SUMMARY: VEGETATIVE

DISPOSAL SITE	LOADS TODAY	TOTAL LOADS	DEBRIS ACCEPTED TODAY (CUBIC YARDS)	DEBRIS ACCEPTED TOTAL (CUBIC YARDS)
HYDE PARK ROAD DMS	109	4,036	5,515.20	202,056.50
PINE LANDING ROAD DMS	8	1,052	385.30	53,079.40
SEEWEE ROAD DMS	0	1,890	0.00	103,805.30
WALPOLE DMS	85	4,059	4,688.40	213,369.80
<b>PROJECT TOTALS - VEGETATIVE</b>	<b>202</b>	<b>11,037</b>	<b>10,588.90</b>	<b>572,310.00</b>

#### DEBRIS REMOVAL SUMMARY: LOADING LOCATION

MUNICIPALITY	LOADS TODAY	TOTAL LOADS	DEBRIS REMOVED TODAY (CUBIC YARDS)	DEBRIS REMOVED TOTAL (CUBIC YARDS)
CITY OF CHARLESTON	102	4,011	5,436.30	208,529.70
CITY OF FOLLY BEACH	0	80	0.00	4,229.10
CITY OF ISLE OF PALMS	0	200	0.00	10,275.50
COUNTY OF CHARLESTON	54	3,763	2,787.70	187,452.50
TOWN OF AWENDAW	0	36	0.00	1,901.10
TOWN OF HOLLYWOOD	2	319	94.90	16,663.60
TOWN OF JAMES ISLAND	40	857	2,051.70	46,075.30
TOWN OF MCCLELLANVILLE	0	21	0.00	1,189.50
TOWN OF MEGGETT	0	133	0.00	7,000.20
TOWN OF MT PLEASANT	0	1,473	0.00	81,704.10
TOWN OF RAVENEL	4	59	218.30	3,004.50
TOWN OF ROCKVILLE	0	24	0.00	1,214.60
TOWN OF SULLIVANS ISLAND	0	61	0.00	3,070.30
<b>PROJECT TOTALS - LOADING LOCATION</b>	<b>202</b>	<b>11,037</b>	<b>10,588.90</b>	<b>572,310.00</b>



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Rostan's reports are customized based on each client's specific needs.

# ROSTAN DMS CLOSURE REPORT



**CHARLESTON COUNTY, SC** Debris Management Site Report



**HURRICANE DORIAN | FEMA DR-4464**

## HYDE PARK ROAD DMS

6381 Hyde Park Rd.  
Adams Run, SC 29470

32.817028, -80.257787

1750000031

ADDRESS

GPS LOCATION

PARCEL IDENTIFICATION

### HYDE PARK ROAD DMS ACTIVITY SUMMARY

A South Carolina Department of Health and Environmental Control (DHEC) approval letter was issued on September 9, 2019 allowing for the consolidation and temporary storage of vegetative debris resulting from Hurricane Dorian at Hyde Park Road DMS. Onsite operations commenced September 10, 2019. The final day of right-of-way debris hauling into Hyde Park Road DMS was October 28, 2019.

### OPERATIONS SCHEDULE

In general, operations at Hyde Park Road DMS occurred on a 7-day per week schedule, 0700-1900 hours.

### DEBRIS TOTALS

A grand total of 4,365 truckloads of vegetative debris were brought into Hyde Park Road DMS, totaling 216,711.80 cubic yards of debris.

### FINAL DISPOSITION

Vegetative debris at Hyde Park Road DMS was reduced to mulch by grinding. The mulch reached final disposition at Spring Grove Landfill, Ladson, SC. A grand total of 727 loads of mulched vegetative debris totaling 20,444.43 tons was disposed of at the landfill.

### EXHIBITS

EXHIBIT	PAGE
Exhibit A Property Parcel Map	2
Exhibit B Permits	3
Exhibit C Clearance Acknowledgement	16
Exhibit D Cleared DMS Photos	17
Exhibit E DMS Load Locations	21
Exhibit F HaulPass® Load Tickets	22
Exhibit G HaulPass® Final Disposal Tickets	100



HYDE PARK ROAD DMS

200' 50' 150'



Note: The Charleston County website users shall consider to protect the most accurate information. The users confirmed in the map cannot be for administrative purposes only. The Charleston County website users shall consider to protect the most accurate information. The users confirmed in the map cannot be for administrative purposes only. The Charleston County website users shall consider to protect the most accurate information. The users confirmed in the map cannot be for administrative purposes only.



Rosta- Solutions

ROSTAN SOLUTIONS, LLC

Charleston County, SC | DMS



Rosta- Solutions, LLC

17

Rosta- Solutions, LLC | 1700000031 | Charleston County, SC | DMS

**Storm Debris Management Form**  
Bureau of Land and Waste Management  
PLEASE PRINT ALL INFORMATION

**1. SITE/DEBRIS INFORMATION**

Name: Robert S. Collins  
 Physical Address: 6381 Hyde Park Road City: Charleston Zip: 29426  
 City/County: Charleston  
 Site Telephone: 803-553-2355 Email: RobertCollins@charlestoncounty.gov  
 Is site clearing required?  Yes  No If YES to either question, additional permits may be required.  
 Are vehicles present?  Yes  No

If site clearing is required, the property owner/manager must provide the following information:  
 The Site Number: 1750000031 Site of Records parcel: 527  
 Latitude: 32.817028 Longitude: -80.257787

**2. SITE ACCESS AND TYPE OF DEBRIS**

1. Project Access (check all that apply)  Street  Easement  Other: \_\_\_\_\_  
 2. Types of Debris to be Managed (check all that apply)  Trees and Limbs  Debris Mats

**3. PROPERTY OWNER'S INFORMATION**

Name: Robert S. Collins  
 Billing Address: P.O. Box 284  
 City: Barrowell State: SC Zip: 29812  
 Telephone Number: 803-182-2929 Email: RobertCollins@charlestoncounty.gov  
 (The signature must be a legible, original signature of the property owner/manager.)

Name: Robert S. Collins  
 Mailing Address: 1344 Bass Ferry Road  
 City: Charleston State: SC Zip: 29414  
 Telephone Number: (843) 778-2334 Email: rs.collins@charlestoncounty.gov  
 If you are a contractor, what do you represent?

**4. PROPERTY OWNER'S SIGNATURE**

Signature: Robert S. Collins Date: 9/2/19

**5. PROPERTY OWNER'S STATEMENT**

I, the undersigned, hereby certify that the information provided on this form is true and correct to the best of my knowledge and belief.  
 Signature: \_\_\_\_\_ Date: September 2, 2019

DMS NUMBER: 1750000031 DEBRIS MANAGEMENT SITE NUMBER: 1750000031

Rosta- Solutions, LLC

Rosta- Solutions, LLC | 1700000031 | Charleston County, SC | DMS



Rosta- Solutions, LLC

Rosta- Solutions, LLC | 1700000031 | Charleston County, SC | DMS

## DAMAGE COMPLAINT TRACKING

During debris operations some property damage may occur while debris removal takes place. Rostan will coordinate with client personnel to respond to problems in the field associated with any property damage claims resulting from the debris removal process, and establish procedures for claims reporting and management of claims resolution. Rostan establishes contact with the resident and debris contractor to ensure timely resolution of these incidents.

We visit and document the damaged property and populate a database for claims tracking which provides for documentation of the actions taken to resolve the claim. This database includes photographs with GPS coordinates, GIS mapping, and digital logs of resident concerns. Rostan follows up with the resident to make sure communications are clear between all parties. Rostan also provides follow up phone calls or site inspections to confirm the claim has been resolved.

Rostan is pleased to provide our damage complaint tracking and resolution system which tracks all complaints, including details of damages and photos of damaged property and/or areas, to ensure that each complaint is resolved expeditiously.

Class
Tag 4222Q32
2019 - Louisiana Flooding - LA  
West Feliciana Parish

Emergency Road Repair  Resolved

Site Address

Notes



End of day  
Appx. 774.4 cubic yards  
48 total loads  
Rock material


Latitude 30.873589

Longitude -91.504801

Mobile Phone

Email Address



Created 7/31/2020 4:09:44 PM by Geoff Howard  
Printed 8/6/2020

Tags List
Unresolved - West Feliciana Parish

Person	Class	Tag Number	Qty	Tagged Date	Notes
	Emergency Road Repair	5TERQB5		7/29/2020	Start of Day - Section 1
	Emergency Road Repair	4R52ZZU		7/30/2020	End of day Section 1
	Emergency Road Repair	8USGN35		7/31/2020	Start of day
	Emergency Road Repair	7DF65F4		7/30/2020	Start of work Section 1
	Emergency Road Repair	4222Q32		7/31/2020	End of day Appx. 774.4 cubic yards
	Emergency Road Repair	32KP8GZ		7/31/2020	End of day
	Emergency Road Repair	9PD2TTK		7/31/2020	Start of day
	Emergency Road Repair	94FSBC6		7/31/2020	Start of day
	Emergency Road Repair	KL7GLMS		7/31/2020	These were left off other tagged item for 07/31/20 in
	Emergency Road Repair	6MTKYL5		8/3/2020	Start of day
	Emergency Road Repair	32G3FSX		8/3/2020	End of day

West Feliciana Parish

Start Date

07/01/2020

End Date

08/06/2020

Tag ID

Classes

Emergency Road Repair

**Tagged Items**

A list of all Tagged Items

## PUBLIC ASSISTANCE (PA) FUNDING SUPPORT

As an integral part of disaster management consulting, Rostan provides financial consulting services to its clients as required to support the grant application and recovery process. Our proven experience with technical disaster recovery and strategy development and implementation is geared to maximize disaster funding assistance for clients. We understand the dynamics of disaster recovery financial planning, resource allocation, as well as the need for financial stability. We have extensive experience in representing clients' costs to grantee and federal agencies responsible for administering grant programs.

### FEDERAL GRANT ASSISTANCE

Rostan has the capability and experience to support federal grant assistance in every disaster recovery and mitigation program currently administered by FEMA, HUD, FHWA, USDA, et al. Rostan prefers that the approach include building state stakeholder capacity, a client partnership can look like one or any mix of the following:

- **Responsibility.** Rostan can supply all elements of project and grants management for the County. Our team consists of former federal, state and local program managers, regulatory compliance staff, program experts, former state floodplain managers, NFIP and ICC experts, mitigation planners, and technical support staff in benefit-cost analysis, cost estimating, hydrologic studies, project conceptual design, permitting support, environmental and engineering reviews, site visits / inspections, and program audits.
- **Shared Services.** Rostan can partner with the County to provide varying degrees of specific program tasks, working in concert with local staff to offer technical support and program capacity.
- **Mentoring.** Rostan can provide training, mentoring and support until County staff is prepared to operate the programs primarily on their own, retaining surge capacity to supplement the County in times of disaster or other need, and as growing programs demand new capabilities.



Rostan has developed a series of SOPs, guidance documents, and training materials for grants and project management of federal programs such as PA, HMGP and CDBG. Our approach is to provide an efficient and standardized system for the County to optimize the funding opportunities to its communities.

Most federal grant programs have a similar life cycle, as follows:

### PRE-APPLICATION PHASE

Rostan staff will meet with the County to discuss proposed projects and communicate program requirements to the County. We have a dedicated funding team and will advise the County of other resources that may be available to leverage multiple sources of funding. If necessary, Rostan will assist the County in the preparation of a pre-application, reviewing for program eligibility, national objective and whether the project sustained a direct impact from the storm. If not, a justification for economic revitalization will be prepared for the project. The team will verify that the County has adopted the latest flood elevations and appropriate building codes.

### APPLICATION PHASE

Rostan will assist the County with the completion of the application and the citizen participation requirements. All necessary forms will be developed, such as the budget/cost summary form, supplemental information, program schedule, activity beneficiary form, target area and project maps, project description, cost estimates, other funds supplemental documentation, proofs of publication, statement of assurances, etc.

## ELIGIBILITY

Federal grant applications submitted must be program eligible, cost effective, environmentally sound, and technically feasible. Rostan team reviewers include former PA, HMGP and CDBG-DR project managers, experienced technical staff (with BCA development, EHP review, and floodplain management expertise), and mitigation planners. Typical elements that must be satisfied:

Compliance with all requirements of federal grant eligibility – Damage, impacts, at risk.
Conformance with the current state hazard mitigation plan and any
Applicable local hazard mitigation plans
A beneficial impact upon the declared disaster area, and compliance with any applicable state directives in the state program administrative plan for the specific disaster
Solution of a problem independently
Cost-effectiveness and evidence of substantial reduction of the future losses
Long-term and technically feasible
Conformance with all applicable environmental, historic, or cultural preservation requirements
Required non-federal match
Leveraging issues for multiple grant sources
Conformance with all applicable federal, state and local regulations (e.g., NFIP regulations or state/ local building codes)
High level technical feasibility

Once the application is found to be complete and feasible, the team's in-depth technical review will begin to drill down into the details of the proposed project to confirm the benefit-cost analysis; apply any pertinent regulations; review cost estimates, site plans and architectural drawings; affirm thoroughness of the application; check that all documentation required for environmental and/or historic preservation is included; and if warranted, provide assistance with Requests for Information (RFI).

## CONTRACT DEVELOPMENT

As with other parts of the grant management process, Rostan has developed contract management SOPs and best practices detailing every step of contract development, including approval and execution process and authorities. These SOPs have been developed in consideration of each federal program and its respective regulations and policies and will be coordinated with the state. During the contract development process, staff will develop a full scope of work using the information provided in both the original application and in the federal award letter. Additional input will be obtained from technical and environmental experts, as appropriate. The process for preparing the project scope differs between construction projects and non-construction (planning and initiative) projects.

Rostan will work with the County to include all relevant state & federal statute citations, executive orders and other guidance in the contract vehicle to be used to implement the projects funded by federal sources. Any various required attachments (e.g., maintenance agreements, vendor debarment, quarterly reports, reimbursement forms), will be included for compliance.

## CORRESPONDENCE

Rostan has developed boilerplate copy for project monitoring correspondence, application review and contract development correspondence, and correspondence related to every phase of a project's life cycle. Correspondence or documents that are not template in nature can be quickly drafted upon request and sent to the County for review, approval and use. Ensuring clear communication has been and will continue to be a pillar for success with federal programs.

## SUB-GRANTEE PROCUREMENT / PROGRAM MANAGEMENT

So that the County will know and understand procurement requirements relative to federal programs, Rostan will:

Compile all federal / state procurement requirements/references and develop information for distribution, such as procurement policies, anti-displacement plans, the 504 plan, disclosure reports, MBE reports, fair housing activities, procurement process FAQs, and other required documents
Ensure that contractual agreements and procurement documents contain necessary language and forms
Develop a multi-tiered QA/QC process to ensure that awards and contracts meet all regulations
Use quarterly reporting mechanisms to document progress, including any procurement activity
In coordination with the Grantee, perform regular desk monitoring through the review of Requests for Reimbursement
Provide checklists to be submitted with Requests for Reimbursement
Review bid documents, advertisements, addendums if applicable, wage rates, attend bid openings, pre-construction conferences, etc. to ensure compliance with state and federal laws.
Perform labor compliance reviews, as applicable.
All costs will be reviewed for eligibility and cost reasonableness (If the project is competitively bid, there will be no need for this review).
Assist the County / sub-grantee in developing RFP/RFQ materials for engineering, architectural or construction services to ensure all required items are included, such as proper wage rates, minority goals, etc.
If needed, Rostan will attend and provide assistance at preconstruction conferences, bid opening, tabulation and minutes, bid award and contractor eligibility. The contract will be reviewed for program compliance before execution.
Should issues arise relative to the bids received such as the lowest bid exceeds the budget, or rejected bids, Rostan will work through those issues with the County and advise
Assure that corrective action plans are developed, enforced, and implemented, as needed
Ensure compliance with Single Audit Act requirements, review audit reports, as necessary
Participate in resolution of audit findings

## REIMBURSEMENT REQUESTS

The Rostan portfolio includes the submission of Requests for Reimbursement for many federal programs. Rostan can effectively manage eligible and ineligible items, provide appropriate and specific documentation of expenses, and direct allocation of costs to the appropriate funding source when match is required / multiple programs provide funding. The contract instrument, allocation of funding shares is delineated, and any prevailing limits or restrictions on specific funds are clearly outlined and structured.

Rostan correlates the implementation of the project scope with the grant funding scope to streamline the reimbursement process and decrease confusion with the Grantor and Grantee.

## DOCUMENTATION

Federal and State documentation and records retention requirements will be reviewed and incorporated into all areas of project and program workflows. Project file checklists and regular file reviews will ensure file completion. Sub-grantees are required to maintain and submit specific documentation to the grantee to ensure complete and accurate documentation to demonstrate programmatic and financial compliance with all applicable regulations and guidance. Reimbursements will be unable to be processed unless all required documentation is complete and submitted.

Rostan will assist with the maintenance of all documentation in a format acceptable to the State and dovetail with program workflows and procedures, streamlined for review and auditing purposes. During project implementation, sub-grantees must submit quarterly reports, thoroughly documented requests for reimbursement, and maintain their project file. Rostan will ensure that these requirements are fulfilled for each grant / program.

## COMPLIANCE

It is critical that federal aid programs comply with all Environmental, Historic, Public Health & Safety Requirements/ Legal Requirements. Rostan will work closely (training, outreach, SOPs, site visits, and desk review) with the County to ensure full compliance with all applicable laws, regulations, and other programmatic and financial requirements including all environmental, historic, and public health and safety

requirements. The team will use all opportunities to monitor project and grant activities, including checklists, database records, quarterly reports, site visits and conference calls to assure that all legal requirements of both programs are satisfied.

## CLOSEOUT

To minimize challenges with the project close-out process, Rostan begins the accounting for close-out on day one of implementation, ensuring details are not forgotten or documents misplaced by the time critical audit preparation efforts begin. File review and monitoring will take place throughout the project life to reduce any corrective actions at the end of a project. A critical part of project close-out is the development of a Close-out Checklist.

A project close-out process will be recommended to ensure that all contractual and programmatic requirements are satisfied. A final inspection or deliverables review is conducted after the project is 100% complete. A reconciliation of financial records is completed, and the eligibility, national objective and beneficiary data and characteristics of beneficiaries are included with each file.

## AUDIT ASSISTANCE

Rostan will implement the following steps to ensure compliance with regulations, provide audit coordination and assist the County with responding to audit findings. Throughout grant administration, we use a QA/QC process to detect fraud, waste, and abuse by sub-grantees. This includes:

### IMPLEMENTING A CONTROLLED ENVIRONMENT

Based on program requirements and guidance, there will be a set of clear expectations. A complete review of program policies and procedures will be completed prior to ramp-up activities.

### ESTABLISHMENT OF RESPONSIBILITY

Training to identify suspected fraud, waste, and abuse will be conducted with appropriate staff and specific roles will be assigned.

### REGULAR RISK ASSESSMENT

Throughout the grant cycle, specific personnel will be tasked with identifying and analyzing various factors that create risk for the projects and develop methodologies and procedures to minimize this risk.

### DOCUMENTATION STANDARDS

Strict documentation standards will be required and will maximize the use of source documents that can be independently and objectively verified.

### MONITORING

All internal policies, procedures, and other control mechanisms will be regularly monitored to ensure effectiveness. Monitoring touch points include: desk monitoring, site visits, and performance tracking and reporting.

### TRANSPARENCY

Transparency will be encouraged throughout all program areas where possible. Findings of fraud, waste, and abuse will be anonymized and distributed to stakeholders to increase awareness and transparency of program operations.

The team will assist the County with audit finding resolutions. This will be accomplished by thorough involvement in the review of audit findings with applicable auditors. In addition, the team will be available to provide feedback on corrective action plan development. Once a corrective action plan is finalized, the team will assign staff resources to follow-up on all corrective action plan elements and timelines to ensure that audits are resolved in a timely fashion.

## HAZARD MITIGATION

Hazard Mitigation, though often reactive as a result of a prior event, is part of the preparedness process in the disaster lifecycle. It involved identifying vulnerabilities and implementing solutions to reduce impacts to communities, facilities, and critical infrastructure.

### 404 AND 406 MITIGATION

The following outlines the systematic approach to be implemented by Rostan to facilitate the FEMA Mitigation Programs, a key component to long-term recovery and preparation for future events.

Determining effective mitigation projects and solutions that can be implemented through the FEMA Mitigation programs, is the primary goal of the following steps. This methodology is also utilized for other mitigation programs and modified in accordance with program objectives.

Characterize the Facility
Determine Hazard Risk
Identify the Level of Protection
Quantify Vulnerabilities
Mitigation Options Evaluation
Benefit-Cost Analysis
Develop PWs, Alternate Procedures, and HMPs

Rostan has provided both State level and local level support for the Hazard Mitigation Assistance (HMA) programs, including managing these programs for the State of Florida for many years. Our experience includes SOP development, performance measurement framework development, monitoring plan development and implementation, loss avoidance reporting, project and program evaluation, financial reconciliation, program management, project tracking, and audit assistance.

### NON-DISASTER MITIGATION GRANT PROGRAMS

Mitigation projects utilizing these federal post-disaster grant funds may include such activities as elevation of flood-prone structures, flood proofing, acquisition or demolition, localized drainage projects and some mitigation planning projects. Federally funded mitigation grant programs include the Pre-Disaster Mitigation Program, the Flood Mitigation Assistance Program (FMAP), the Repetitive Flood Claims Program and the Severe Repetitive Loss Program. The State also funds the Residential Construction Mitigation Program (RCMP) annually.

### HUD COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY (CDBG-DR)

CDBG Action Plan & Program Development: At the County’s request, Rostan will facilitate the development of a compliant Action Plan, and Action Plan Amendments must be prepared and approved by HUD which allows the County to receive a grant agreement and amendments from HUD. Rostan has extensive experience in drafting Disaster Recovery Action Plans, amendments, developing disaster related policies, procedures, reporting and tracking systems, and monitoring plans for infrastructure, economic development, and housing programs.

### PLANNING AND PREPAREDNESS SERVICES

Rostan offers a variety of planning and preparedness services ranging from basic plan review and employee training to extensive multi-agency plan development. Some of our standard service offerings are highlighted below

Business Continuity Planning
Emergency Operations Planning
Continuity of Operations (COOP) Planning
Continuity of Government (COG) Planning
Capabilities Assessments
Crisis Management Planning
Emergency Communication Planning
Evacuation Planning
Incident Action Planning
Pre-Disaster Recovery Planning
Public Health and Medical Planning
Threat and Hazard Identification Risk Assessment
Emergency Management Program Compliance Analysis
Emergency Management Program Assessments and Gap Analysis



## 3.6 CLOSE AS YOU GO™ (CAYG)

Deloitte has extensive experience with FEMA's Public Assistance Grant Programs at the State and local levels (including eligible non-profits) to include financial management, project reconciliation, and compliance reviews. Leveraging this experience, Deloitte has developed a new technology, which the Deloitte-Rostan team can use throughout the engagement, called 'Close As You Go™' (CAYG). CAYG both accelerates and simplifies the request for reimbursement process, and significantly reduces the level of effort associated with substantiating and supporting eligibility of incurred costs for completed work and reduces the risk of funds being 'clawed back'.

CAYG is both innovative and instructive in its process of assisting in compilation and review of documentation associated with submission of a request for reimbursement. Innovation comes from a process which defines critical eligibility requirements in accordance with applicable Federal, State, and Local policies across multiple transactions and utilizes a matrix process to significantly reduce the redundancy found in compilation of multiple requests utilizing the same documentation. Instructive is a result of the logically sequenced steps associated with a process of verification of eligibility requirements required of specific procurements, contracts, and transactions. Essentially one building upon another.

### Do more with CAYG



**Accelerate recovery** by organizing documentation needed to demonstrate eligibility for reimbursement in near real time.



**Simplify retention** by storing and linking related documentation securely via blockchain technology.



**Reduce administrative costs** by automating the "digital packaging" of reimbursement requests with referenced Federal, State, and Local guidelines indexed to your documents.



**Mitigate risk** by establishing an authoritative repository of records tied to verified parties in the reimbursement workflow.



**Build resiliency** by documenting compliance with federal procurement standards for standby contracts ahead of activation in your next event.

When matrixed against an Automated Debris Management System such as Rostan's HaulPass®, **CAYG can establish and demonstrate eligibility of vegetative debris transactions in near real-time.** Thereby, reducing the time lag associated with the collection and packaging of eligibility documentation for reimbursement often conducted many months or years after recovery activities has taken place. Essentially, CAYG will allow the Deloitte-Rostan team to validate eligibility throughout the debris removal process, in that way expediting the request for reimbursement process.

Deloitte's in-depth experience in the financial management, compliance assessments, and detailed review of requests for reimbursement packages for Category A PW's, combined with Close As You Go, changes the paradigm of the current disaster recovery process. It establishes trust and transparency requisite of the recipient/sub-recipient ecosystem which ultimately expedites critically need funding and accelerates community recovery from the impacts of disaster.



# DISASTER DEBRIS REMOVAL AND DISPOSAL MONITORING SERVICES



RFP No. 21-16 | March 30, 2021



## DISASTER DEBRIS REMOVAL AND DISPOSAL MONITORING SERVICES FOR BAY COUNTY, FL

### TAB 4 – PERSONNEL

- 4.1 Firm and Project Organizational Structure
- 4.2 Key Personnel
- 4.3 Ability to Handle Scope of Services
- 4.4 Current and Projected Workload/ Schedule
- 4.5 Rostan Team Resumes

#### SUBMITTED BY

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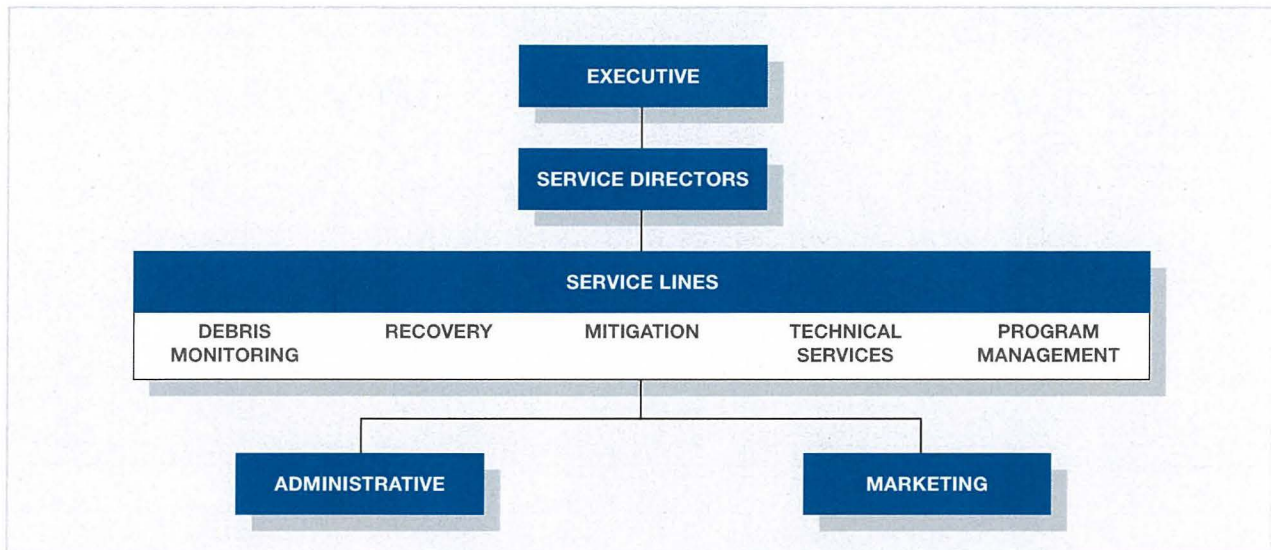
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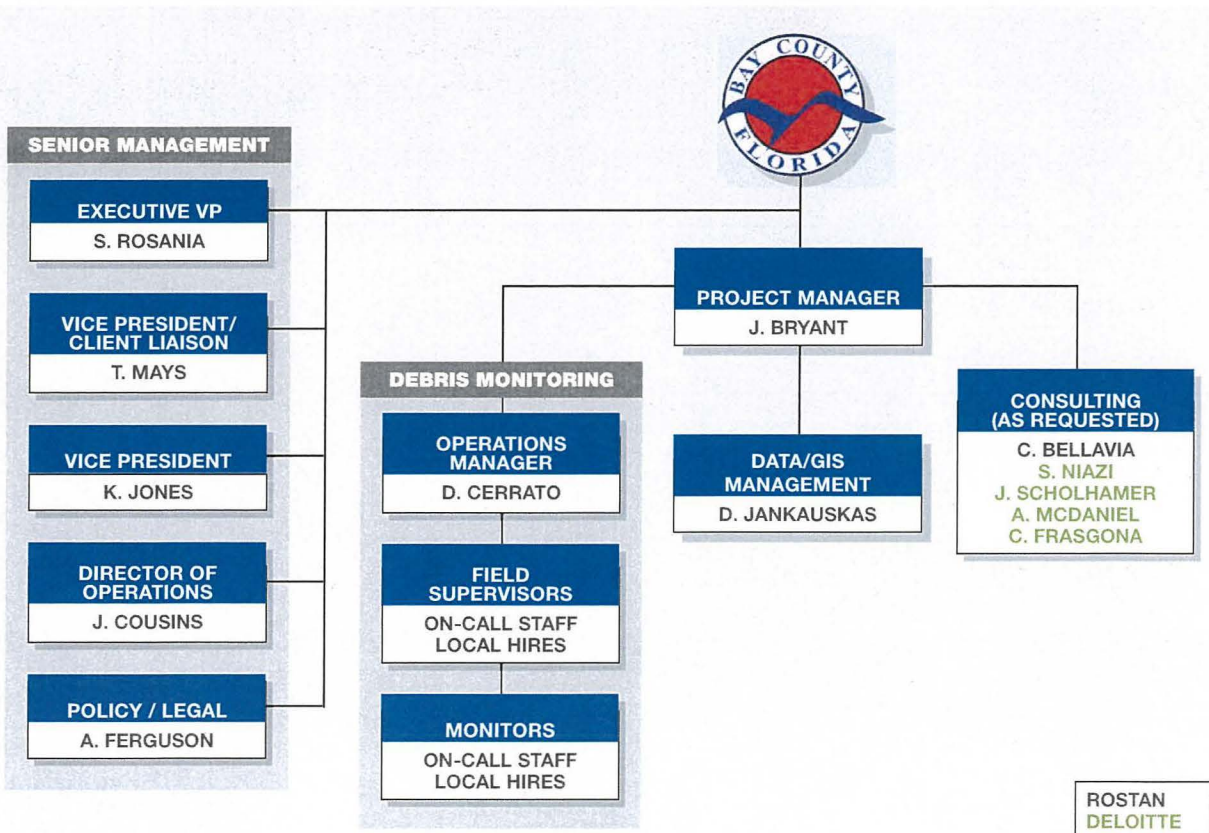
## 4.1 FIRM AND PROJECT ORGANIZATIONAL STRUCTURE

### FIRM ORGANIZATIONAL STRUCTURE



### PROJECT ORGANIZATIONAL STRUCTURE

The Rostan team is organized to create a seamless and transparent approach to projects. As shown in the following organizational chart, we have assembled a team of experts with the qualifications and experience needed for this project. This organizational structure provides the City with a defined leadership and communication structure.



## 4.2 KEY PERSONNEL



Rostan has reviewed the scope of services for this project and assembled a project team consisting of highly competent professional staff with the experience and technical capabilities necessary to implement a project of this scope and manage it to successful completion. Our experience is that the key to an expeditious recovery includes careful planning and the ability to adapt to changing circumstances and conditions on a frequent basis. We strive to anticipate problems before they arise and resolve them by relying on our past experiences, best-practices, and our understanding of current regulations.

Rostan believes that maintaining close communications with the City, contractors, and state/federal stakeholders provides for efficient recovery management. We also believe that utilizing local personnel not only helps the community recover more quickly, it also provides for operational efficiencies due to familiarity with roads, traffic patterns, and local culture. Our team has been organized to best meet the needs of the City, so that we can quickly, efficiently, and cost effectively execute the project tasks that the City requires. All key personnel assigned to this project are full-time Rostan staff and have considerable experience managing

and supporting large-scale debris collection operations. Some of these projects are mentioned briefly below.

### **SAM ROSANIA: PRINCIPAL • EXECUTIVE VICE PRESIDENT**

Mr. Rosania will serve the City as Rostan's Project Principal. He is the Executive Vice President of Rostan and has more than 35 years of experience working for the public and the private sector. Mr. Rosania's areas of expertise include disaster management and recovery, integrated solid waste management, and hazardous waste management. He is a co-founder of Rostan and has fulfilled an advisory and support role on every debris monitoring project since Rostan was founded.

### **TRAVIS MAYS: VICE PRESIDENT • CLIENT LIAISON**

Mr. Mays serves as Rostan's Debris Programs Manager and will serve as liaison between Rostan and the City. He has 12 years of experience and has personally led the management of some of Rostan's largest debris removal monitoring projects including multiple USACE projects and has had an oversight role on every debris monitoring project since 2011. He has been on staff with Rostan since 2008 and is a native of Texas.

### **KYLE JONES, CEM: VICE PRESIDENT**

Mr. Jones is a Certified Emergency Manager (CEM) with emergency management and hazard mitigation experience. He is regarded as a subject matter expert in the HMGP and FEMA Public Assistance Programs through the International Association of Emergency Managers (IAEM) and has worked with recovery and mitigation projects since 2004. He also specializes in development of PW's, the FEMA appeal process, Code of Federal Regulation (CFR) analysis, and identification of Federal funding sources for clients. Mr. Jones has extensive programmatic knowledge of the 404 and 406 Grant Programs and has over a decade of hands-on experience in managing major Federal disaster declarations and program funding. Mr. Jones has been on staff with Rostan since 2018.

### **JEFF COUSINS: DIRECTOR OF MONITORING OPERATIONS**

Mr. Cousins has 16 years of experience managing debris monitoring and disaster recovery projects for clients at the local, state, and federal level. He serves as Rostan's Director of Monitoring Operations and is intimately familiar with the scope of services anticipated for this project. In addition to numerous other clients, he has managed large-scale projects for clients including New Jersey Department of Environmental Protection, Cumberland County, TN, and Liberty County, FL. Mr. Cousins has an array of experience managing ROW debris removal; leaner, hanger, and hazardous stump removal; waterways debris removal, demolition and PPDR operations from startup to closeout. He has been on staff with Rostan since 2004.

### **JORDAN BRYANT: PROJECT MANAGER**

Mr. Bryant has 14 years of disaster recovery management experience. He has specialized in debris management since early 2006. Mr. Bryant is an expert in multiple aspects of disaster recovery including waterborne- and land-based debris removal efforts, private property demolition, hiring, training and staff management, and project data management. He has experience working within large-scale projects including our USACE/Xpert's mission in Puerto Rico, Puerto Rico Department of Public Works and Transportation (DTOP), Cumberland

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County, TN, New Jersey Department of Environmental Protection, and Township of Brick, NJ. Mr. Bryant has extensive experience in debris monitoring, ADMS system support, and FEMA reimbursement support. He has been on staff with Rostan since 2006.

#### **DEVIN CERRATO: OPERATIONS MANAGER**

Mr. Cerrato has a degree in business administration and has served as a manager for Rostan on multiple projects including for USACE, Puerto Rico Department of Transportation, Liberty County, FL, Charleston County, SC, and most recently our clients in Iowa following 2020 Severe Storms and City Park New Orleans following Hurricane Zeta. He is technically advanced and serves as one of our leading HaulPass® technicians. Mr. Cerrato is in his third year of service with Rostan.

#### **ADAM FERGUSON: SENIOR CONSULTANT | POLICY**

Mr. Ferguson has over 12 years of experience in disaster recovery, mitigation, and grants management. He acts as a Senior Programmatic Specialist and Project Manager for Disaster Recovery Operations supporting states, local governments, and utilities in the identification, pursuit, and securing of state and federal aid. He is skilled in providing technical guidance and assistance in demonstrating programmatic eligibility. Mr. Ferguson also directs programmatic and administrative appeals processes for clients facing adverse agency determinations. He has been on staff with Rostan since 2017.

#### **DENISE JANKAUSKAS: GIS / DATA MANAGEMENT**

Ms. Jankauskas has 9 years of experience managing data collection and quality control of data elements for debris monitoring projects. Her background in graphics and design enables her project teams to meet all project reporting requirements in a timely manner while maintaining the highest data integrity standards. She has been on staff with Rostan since 2012.

#### **CHRIS BELLAVIA: CONSULTANT**

Mr. Bellavia has 9 years of experience and has served as Operations Manager supporting disaster recovery efforts throughout the country. He led kick-off of debris monitoring and management operations for the City of North Port following Hurricane Irma. Additionally, he served as Technical Services Manager for the 5.9 million cubic yard debris monitoring project for the U.S. Army Corps mission throughout Puerto Rico following Hurricane Maria. Mr. Bellavia has been involved in additional large-scale projects including Liberty County, FL, Charleston County, SC, Township of Brick, NJ, and New Jersey Department of Environmental Protection. He has been on staff with Rostan since 2012.

#### **SHAHBAZ NIAZI: CONSULTANT**

Mr. Niazi is a Senior Manager at Deloitte, with more than 8 years of experience in providing financial services to State and Local agencies related to disaster recovery and Federal grants. He will serve as the lead manager on the engagement and oversee the team providing financial, accounting, and compliance support. He will also assist the Director with requests to perform special projects.

#### **JORDY SCHOLHAMER: CONSULTANT**

Mr. Scholhamer is a Senior Manager in Deloitte's National Grant Management – Crisis Management practice and specializes in providing disaster recovery support to states and municipalities for federally funded disaster recovery programs. In this capacity, he has led various assessments of grant making organizations fund management capabilities in the governance, scoping, execution, monitoring, and closeout phases of the grant lifecycle.

#### **ALEXANDRA MCDANIEL: CONSULTANT**

Ms. McDaniel is a Senior Consultant in Deloitte's Crisis and Resilience practice. She has supported several states in monitoring and implementation of Public Assistance programs. While focusing on disaster recovery efforts, she has developed a comprehensive understanding of the Stafford Act and issues facing subrecipients of the Public Assistance grant.

#### **CHRIS FRASCOGNA: CONSULTANT**

Mr. Frascogna is an Advisory Senior Consultant at Deloitte, focused on Grant Management and FEMA Compliance for applicants ranging from the local to federal level. He has advanced experience in project managing in various industries including Oil and Energy, Environmental, and FEMA Grant Management. He served four years as an engineer and project manager working for some of America's largest firms and pursuing a small business of his own. Chris assist clients at Deloitte with his advanced knowledge of eligible federal expenditures and grant compliance.

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*For more detailed information, resumes of these key individuals, as well as others anticipated to serve the City can be found in Section 4.5: Rostan Team Resumes.*

### 4.3 ABILITY TO HANDLE SCOPE OF SERVICES

In 2017, following Hurricanes Harvey, Irma, and Maria, Rostan was engaged by more clients concurrently than we had ever been in the history of the company. While at times stressful, we found solace knowing that our pursuit approach would leave us with a workload capacity buffer even in the most extreme circumstances. Debris monitoring clients alone activated 32 contracts in South Carolina, Georgia, Florida, Texas, and Puerto Rico. We were able to respond to every client, within the time-frame requested, and with the resources necessary to administer the projects to closeout. Since that time, the number of Rostan employees has nearly doubled. As our workload capacity has increased, we have continued to pursue standby opportunities while remaining mindful of the capacity buffer that was so critical to the success of our projects during the 2017, 2018, and 2019 hurricane seasons.

We currently employ more than 45 disaster recovery industry professionals with both private and public-sector experience. Our employees have worked for FEMA, managed state and local mitigation programs, worked as municipal employees, and have years of experience in the private sector serving municipal clients. While many competitors claim to have hundreds, or even thousands of personnel, a very small percentage of these employees are focused on disaster-specific disciplines year-round.

Rostan has committed a veteran team to the County in support of services that may be required as part of this solicitation. Should additional resources be required, they will be engaged as project tasks dictate. These team members have worked together on various projects for more than a decade and maintain the working knowledge and cohesiveness necessary to implement a successful debris monitoring project. All key personnel resources are full-time employees of Rostan and have extensive experience working in the disaster recovery arena.

We have identified resources to handle every major component of this project, including administrative and data support functions, operations management, project management, and grant management services. We are highly adept at integrating all components into a seamless operation and can take on as much or as little programmatic responsibility as the County may need. In addition to post-event responsibilities, we have skilled planning and preparedness professionals that will review County plans and provide education and training support as needed.

Though this pursuit is geared towards debris monitoring, it is necessary to establish that Rostan is a full-service disaster consulting firm. In addition to debris monitoring services, we offer a full range of preparedness and planning services, post-disaster recovery services, resiliency and mitigation services, and specialized technical services pertinent to our core business units. There isn't a single component of the scope of work that we are not positioned to handle well.

### 4.4 CURRENT AND PROJECTED WORKLOAD/SCHEDULE

Workload projections for standby contracts are hard to quantify because the scale of services required, and project start date is undefined. On the debris monitoring services front we are currently operating well below our capacity.

Our entire project team will be fully committed to providing the County with post-disaster debris management services at 100 percent. Again, we are very geographically selective when pursuing this type of work to ensure that our clients receive our utmost attention when they need it most—following a disaster event. We do not over-commit resources in any one area so that we are able to maintain the highest levels of quality, delivering an efficient, safe, and expeditious recovery process.

#### CURRENT COMMITMENTS: GRAPHIC REPRESENTATION

The chart below illustrates the current and projected hourly commitments available per month for key project personnel. All persons identified in our project organizational chart are included in this chart. The data is based on a 160 hour per month basis accounting for 4 total 40-hour work weeks. As shown, Rostan staff have the availability to meet the anticipated project workload. As these are just projections, this data is subject to change as new projects begin and current projects end. Rostan is highly familiar with and understands that disaster recovery operations generally demand longer than normal working hours. Our staff has regularly



performed work weeks in excess of 80 hours when the need arose and is conditioned to meet the demand required to fulfill its obligation to facilitate a safe and expeditious recovery effort.

<b>AVAILABLE HOURS</b>												
<b>STAFF</b>	<b>APR 2021</b>	<b>MAY 2021</b>	<b>JUN 2021</b>	<b>JUL 2021</b>	<b>AUG 2021</b>	<b>SEP 2021</b>	<b>OCT 2021</b>	<b>NOV 2021</b>	<b>DEC 2021</b>	<b>JAN 2022</b>	<b>FEB 2022</b>	<b>MAR 2022</b>
D. Stankunas	60	60	60	60	60	60	60	60	60	60	60	60
S. Rosania	80	80	80	80	80	80	80	80	80	80	80	80
T. Mays	100	80	60	60	60	80	80	100	100	100	100	100
K. Jones	40	40	40	40	40	40	40	40	40	40	40	40
J. Cousins	80	80	80	80	80	80	80	80	80	80	80	80
J. Bryant	80	80	100	160	160	160	160	160	160	160	160	160
D. Cerrato	80	100	100	160	160	160	160	160	160	160	160	160
D. Jankauskas	120	100	100	80	80	80	80	100	120	120	120	120
A. Ferguson	20	20	20	20	20	20	20	20	20	20	20	20
C. Bellavia	80	80	80	80	80	80	80	80	80	80	80	80
S. Niazi	80	80	80	80	80	80	80	80	80	80	80	80
J. Scholhamer	80	80	80	80	80	80	80	80	80	80	80	80
A. McDaniel	80	80	80	80	80	80	80	80	80	80	80	80
C. Frascogna	80	80	80	80	80	80	80	80	80	80	80	80

### **ADDITIONAL PERSONNEL**

Our goal in any disaster recovery effort is to hire locally to the greatest practical extent. We believe that maximizing the use of locally hired personnel not only helps the community recover more quickly, it also provides for operational efficiencies due to familiarity with roads, traffic patterns, and local culture. Rostan utilizes modern mediums of outreach such as social media and internet job posting sites, while also employing “old fashioned” techniques, such as “word of mouth”, and accessing potential local candidates through military veterans organizations, religious organizations, and local labor surplus offices. We generally refrain from using paid, third-party employment agencies. Our experience leads us to believe that these agencies are not properly invested in the well-being of the candidates nor the community.



## 4.5 ROSTAN TEAM RESUMES

### SAMUEL M. ROSANIA

PRINCIPAL | EXECUTIVE VICE PRESIDENT



#### EDUCATION

University of Tennessee, Graduate Studies, Agricultural Biology, 1979  
University of Florida, B.S., Plant Pathology, 1978

#### YEARS OF EXPERIENCE

40

#### LICENSES & CERTIFICATIONS

- IS-100: Introduction to Incident Command Systems
- IS-200: ICS for Single Resources and Initial Action Incidents
- IS-700: National Incident Management System (NIMS) An Introduction

#### RECOVERY EVENTS

2020 Hurricane Zeta  
2020 Hurricane Delta  
2020 Hurricane Isaias  
2020 Hurricane Laura  
2020 Severe Storms, IA  
2019 Flooding, LA  
2019 Tornado, TX  
2019 Hurricane Dorian  
2018 Hurricane Michael  
2018 Hurricane Florence  
2017 Hurricane Maria  
2017 Hurricane Irma  
2017 Hurricane Harvey  
2016 Hurricane Matthew  
2016 Flooding, LA  
2016 Tornado, VA  
2015 Flooding, SC  
2015 Avian Flu Response, IA  
2015 Ice Storm, TN  
2012 Hurricane Sandy  
2011 Hurricane Irene  
2011 Tornado, MO  
2011 Tornado, AL  
2010 Earthquake, Haiti  
2010 Earthquake, Chile  
2008 Hurricane Ike  
2006 Ice Storm, NY  
2005 Hurricane Rita  
2005 Hurricane Katrina  
2005 Hurricane Wilma  
2004 Hurricane Jeanne  
2004 Hurricane Frances  
2001 Tropical Storm Gabrielle

Mr. Rosania has more than 40 years of experience working for the public and the private sector related to disaster management and recovery, Public Assistance funding, emergency management, public health, integrated solid waste management and hazardous waste management. Mr. Rosania has been extensively involved with hazard mitigation, emergency management and disaster management and recovery operations since 1998. He is recognized as an expert in Integrated Solid Waste Management Planning and pre- and post- incident disaster planning and recovery. Mr. Rosania has managed numerous disaster recovery projects both at the regional and local level. He is very familiar with local, state and federal regulations associated with disaster management and mitigation, solid and hazardous waste management, including the Stafford Act and applicable FEMA regulations.

#### RECENT PROFESSIONAL EXPERIENCE

##### DEBRIS MANAGEMENT AND PUBLIC ASSISTANCE SUPPORT SERVICES | MULTIPLE LOUISIANA JURISDICTIONS | FEMA DR-4559, DR- 4570, AND DR-4577 | 2020-2021

Project Principal responsible for deployment and management of disaster response and recovery teams in support of debris management services for multiple jurisdictions in the State of Louisiana following Hurricanes Laura, Delta and Zeta. Services included debris monitoring and management of more than 1 million cubic yards and FEMA Public Assistance program assistance.

##### DEBRIS MONITORING & MANAGEMENT | CITY OF CAROLINA BEACH, NC HURRICANE ISAIAS |FEMA DR-4568 | 2020

Project Principal for the City of Carolina Beach, NC project following Hurricane Isaias landfall on August 3, 2020. Responsible for providing overall debris management project quality assurance and available to provide Public Assistance support as needed.

##### DEBRIS MANAGEMENT AND PUBLIC ASSISTANCE SUPPORT SERVICES | MULTIPLE IOWA JURISDICTIONS | FEMA DR-4557 | 2020

Project Principal for debris recovery effort in the state of Iowa following Severe Storm Derecho in August 2020. Responsible for overall project delivery and quality assurance. Rostan provided FEMA reimbursement assistance, debris removal monitoring, DMS monitoring and the hiring, training, and deployment of more than 24 local staff located in the City of Tama, City of Toledo, City of Gladbrook, City of State Center and the Tama County Conservation District. In addition, responsible for the successful deployment of the HaulPass® Automated Debris Management system.

##### PUBLIC ASSISTANCE, GRANTS FUNDING, DEBRIS MONITORING AND MANAGEMENT | PARISH OF WEST FELICIANA, LA | FEMA DR-4462 | 2019-2021

Project Principal responsible for providing overall project quality following severe catastrophic flooding in March 2019. Also provided, as needed, recommendations and guidance regarding all Public Assistance categories (A-G), as well as 406 and 404 Mitigation opportunities associated with the Parish's damaged infrastructure.

##### DEBRIS MANAGEMENT AND PUBLIC ASSISTANCE SUPPORT SERVICES CHARLESTON COUNTY, SC | HURRICANE DORIAN | FEMA DR-4464 | 2019 - ONGOING

Project Principal and Client Liaison responsible for Rostan to provide debris monitoring services to oversee debris contractor collection services countywide. Services included debris monitoring and management, FEMA Public Assistance program and other funding program assistance related to County owned and/or maintained public infrastructure, procurement assistance and construction/post construction support.



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## **SAMUEL M. ROSANIA**

PRINCIPAL | EXECUTIVE VICE PRESIDENT

### **DEBRIS MONITORING & MANAGEMENT | CITY OF RICHARDSON, TX | TORNADO | 2019**

Project Principal for the City of Richardson, TX project following severe tornadoes in the Fall of 2019. Responsible for providing overall project quality assurance and available to provide Public Assistance support as needed.

### **DEBRIS MANAGEMENT AND PUBLIC ASSISTANCE SUPPORT SERVICES**

#### **HURRICANE MICHAEL | FEMA DR-4399 | 2018-PRESENT**

Mr. Rosania served as the Client Liaison for all debris monitoring and Public Assistance support projects in the State of Florida following Hurricane Michael. Rostan is currently providing our services to 12 clients located in the Florida Panhandle, including Liberty County, Calhoun County, and the cities of Bristol, Chattahoochee, and Quincy.

### **DEBRIS MANAGEMENT AND PUBLIC ASSISTANCE SUPPORT SERVICES**

#### **HURRICANE FLORENCE | FEMA DR-4393 | 2018-PRESENT**

Mr. Rosania served as the Client Liaison for the debris monitoring and Public Assistance support projects in the State of North Carolina following Hurricane Florence. Rostan provided debris removal monitoring services to Ocean Beach and the City of Lumberton which was severely impacted by flooding. The Lumberton work to be completed includes waterway debris monitoring and Public Assistance support.

### **DEBRIS MANAGEMENT AND PUBLIC ASSISTANCE SUPPORT SERVICES**

#### **HURRICANE HARVEY | FEMA DR-4332 | 2017-ONGOING**

Mr. Rosania served as the Client Liaison for all debris monitoring projects in the State of Texas following Hurricane Harvey. In total Rostan provided debris removal monitoring services to 7 clients including some of the most hard-hit/heavily flooded areas of east Texas including the City of Orange and Hardin County, TX.

### **DEBRIS MANAGEMENT AND PUBLIC ASSISTANCE SUPPORT SERVICES | HURRICANE IRMA**

#### **FEMA DR-4337 | 2017-PRESENT**

Mr. Rosania served as the Client Liaison for all debris monitoring projects in the State of Florida following Hurricane Irma. In total Rostan provided debris removal monitoring services to more than 20 clients throughout the state.

### **PUBLIC ASSISTANCE, GRANTS FUNDING, DEBRIS MONITORING AND MANAGEMENT | CHARLESTON COUNTY, SC**

#### **FEMA DR-4241 | 2015-PRESENT**

Client Liaison responsible for Rostan providing professional disaster recovery services to Charleston County SC as a result of severe storms and flooding from October 1-23, 2015 (FEMA DR-4241). Services include debris monitoring and management, FEMA Public Assistance program and other funding program assistance related to County owned and/or maintained public infrastructure, procurement assistance and construction/post construction support.

### **DEBRIS MANAGEMENT AND PUBLIC ASSISTANCE SUPPORT SERVICES**

#### **CHARLESTON COUNTY, SC | FEMA DR-4286 | 2016-2017**

Client Liaison providing stand-by debris operations management support to Charleston County, SC for more than 11 years. In October 2016 following Hurricane Matthew, he was responsible for providing overall project quality assurance, FEMA reimbursement support, and serving as client liaison with the County and SCEMD.

### **DEBRIS MANAGEMENT AND PUBLIC ASSISTANCE SUPPORT SERVICES**

#### **MARTIN COUNTY, FL | FEMA DR-4283 | 2016-2017**

Project Principal for debris recovery effort in Martin County, FL following Hurricane Matthew in October 2016. Responsible for overall project coordination and quality assurance. Rostan provided FEMA reimbursement assistance, debris removal monitoring, DMS monitoring and the hiring, training, and deployment of more than 40 local staff. In addition, responsible for the successful deployment of the HaulPass® Automated Debris Management system. Over the course of 70 days, 155,000 cubic yards of vegetative debris was removed, processed and taken to final disposal.

## **SAMUEL M. ROSANIA**

PRINCIPAL | EXECUTIVE VICE PRESIDENT

### **DEBRIS MANAGEMENT AND PUBLIC ASSISTANCE SUPPORT SERVICES**

**THE CITY OF PORT ST. LUCIE, FL | FEMA DR-4283 | 2016-2017**

Project Principal for debris recovery effort following hurricane Matthew in October 2016. Responsible for overall project coordination and quality assurance. Rostan provided debris removal monitoring, DMS monitoring and the hiring, training, and deployment of more than 50 local staff. In addition, responsible for the successful deployment of the HaulPass® Automated Debris Management system. Over the course of 120 days, 110,000 cubic yards of vegetative debris, over 5,000 hazardous hanging limbs and 475 hazardous leaning trees were documented, removed, processed and taken to final disposal.

### **DEBRIS MANAGEMENT AND PUBLIC ASSISTANCE SUPPORT SERVICES | THE CITY OF GARDEN CITY, GA**

**FEMA DR-4284 | 2016**

Program Manager for the Garden City, GA project following Hurricane Matthew in October 2016. Responsible for providing overall project quality assurance and FEMA reimbursement support. Also provided recommendations and guidance regarding all Public Assistance categories (A-G), as well as, 406 and 404 Mitigation opportunities associated with the City's damaged infrastructure.

### **HAZARD MITIGATION GRANT PROGRAM PROJECT APPLICATION | DRAINAGE IMPROVEMENT PROJECT | TOWN OF SULLIVAN'S ISLAND, SC | FEMA DR-4241 | 2016-PRESENT**

Project Principal responsible for Rostan preparing the Hazard Mitigation Grant Program (HMGP) Project Application (the "Application") for the Sullivan's Island Drainage Improvement Project. Rostan provided services to complete the HMGP application and develop a technically feasible and eligible project submission, as well as, assist with correspondence with South Carolina Emergency Management Division (SCEMD) and FEMA. Rostan provided subject matter experts with the expertise and qualifications needed to provide hazard mitigation program management and administration services. Our established team of experts developed tools to assist with property owner outreach and engagement, project scoping and cost estimating, benefit-cost analysis (BCA), post-disaster loss avoidance reporting, economic impact analysis, standard operating procedures, and quality assurance and control measures.

### **PUBLIC ASSISTANCE, GRANTS FUNDING, DEBRIS MONITORING AND MANAGEMENT | TOWNSHIP OF BRICK, NJ**

**FEMA DR-4086 | 2012-2014**

Project Principal responsible for all aspects of the Township's post-Hurricane Sandy disaster recovery program including disaster debris management, private property debris removal/demolition program, public assistance funding, and hazard mitigation planning.

### **DEBRIS MANAGEMENT AND PUBLIC ASSISTANCE SUPPORT SERVICES | NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION | FEMA DR-4086 | 2012-2014**

Project Principal responsible for deployment and management of disaster response and recovery team in support of debris management services for 20 municipalities in the State of New Jersey following Superstorm Sandy. Responsible for overseeing the monitoring and tracking of over 33 thousand truckloads of debris totaling 1.3 million cubic yards, and more than 2,400 truckloads totaling over 55 thousand tons of debris that was tracked by weight. Provided quality assurance for all debris management operations in the state.

# TRAVIS MAYS

PRINCIPAL | VICE PRESIDENT | CLIENT LIAISON

## EDUCATION

BA Marketing,  
University of Houston, 2006

## YEARS OF EXPERIENCE

12

## CERTIFICATIONS & TRAINING

- Construction Quality Management (CQM) – USACE/NAVFAC
- Hazardous Waste Operations and Emergency Response Training (40HR Initial/8 HR Refresher)
- IS-100: Introduction to Incident Command Systems

## RECOVERY EVENTS

- 2020 Hurricane Zeta
- 2020 Hurricane Delta
- 2020 Hurricane Isaias
- 2020 Hurricane Laura
- 2020 Severe Storms, IA
- 2019 Flooding, LA
- 2019 Tornado, TX
- 2019 Hurricane Dorian
- 2018 Hurricane Michael
- 2018 Hurricane Florence
- 2017 Hurricane Maria
- 2017 Hurricane Irma
- 2017 Hurricane Harvey
- 2016 Hurricane Matthew
- 2016 Flooding, LA
- 2015 Flooding, SC
- 2015 Avian Flu Response, IA
- 2015 Ice Storm, TN
- 2014 Ice Storm, GA
- 2012 Hurricane Sandy
- 2011 Hurricane Irene
- 2011 Tornado, MO
- 2011 Tornado, AL
- 2010 Earthquake, Haiti
- 2008 Hurricane Ike

Mr. Mays joined the Rostan team in 2008 following a brief stint in the insurance industry after graduating from the University of Houston. He currently serves as Rostan's Program Manager for Debris Monitoring. Mr. Mays prefers a hands-on approach to debris monitoring projects and is regularly involved in the day-to-day activities of Rostan projects large and small. He often serves as the project manager or a technical advisor to the project manager on Rostan's most critical projects. In his 12 years of experience he has served in every operational debris monitoring role and utilizes this knowledge to inform his team's continued development. He also serves as the business development lead for debris monitoring pursuits and recently led the re-development of HaulPass®, Rostan's exclusive ADMS.

In addition to emergency programs, Mr. Mays maintains considerable knowledge of FEMA's permanent work and mitigation programs.

## RECENT PROFESSIONAL EXPERIENCE

### DEBRIS MANAGEMENT AND PUBLIC ASSISTANCE SUPPORT SERVICES

CHARLESTON COUNTY, SC | HURRICANE DORIAN | FEMA DR-4464 | 2019-PRESENT

For the fourth in five years Charleston County, SC activated Rostan to provide debris monitoring services to oversee debris collection services countywide. The largest of the five deployments, Rostan hired more than 100 local employees to serve as debris monitors and field supervisors. As a senior consultant and Rostan's Debris Programs Manager, Mr. Mays was involved integrally in the day-to-day operations on this project. He represented Rostan in all County meetings, coordinated the deployment of HaulPass®, and managed the quality control program for all project data. He is currently supporting the County's reimbursement effort.

### DEBRIS MONITORING MANAGEMENT | CITY OF RICHARDSON, TX | TORNADO | 2019

Program Manager served as a technical advisor to the Project Manager. Coordinated with the Project Manager to ensure project was meeting the client's goals. Responsible for final review of project data and administering Rostan's quality control procedures.

### DEBRIS MANAGEMENT AND PUBLIC ASSISTANCE SUPPORT SERVICES | LIBERTY COUNTY, FL | HURRICANE MICHAEL | FEMA DR-4399 | 2018- 2019

Program Manager responsible for oversight and quality assurance of daily monitoring tasks. Served as a technical advisor to the Project Manager. Also served as the primary point of contact for Florida DOT and Florida DEM. ROW debris collection involved the hiring, training, and deployment of more than 100 local staff. Over 500,000 cubic yards of storm generated debris was removed and processed, and more than 34,000 hazardous trees and limbs were removed. Though isolated to the Florida Panhandle and some parts of Georgia, Hurricane Michael was an extremely intense storm that causes significant damage to those areas in relation to its path, especially near the Gulf Coast.

### DEBRIS MANAGEMENT AND PUBLIC ASSISTANCE SUPPORT SERVICES | CITY OF LUMBERTON, NC | HURRICANE FLORENCE | FEMA DR-4393 | 2018- 2019

Program Manager responsible for oversight and quality assurance of daily monitoring tasks. Served as a technical advisor to the Project Manager. This project consisted of two phases, standard ROW collection and waterways debris collection. ROW collection was completed in January 2019 and waterways debris collection in July 2019. Lumberton has had historical issues with the Lumber River flooding significant parts of the City.

**TRAVIS MAYS**

PRINCIPAL | VICE PRESIDENT | CLIENT LIAISON

**DEBRIS MANAGEMENT AND PUBLIC ASSISTANCE SUPPORT SERVICES | PUERTO RICO, DEPARTAMENTO DE TRANSPORTACION DE OBRAS PUBLICAS (DTOP) | HURRICANE MARIA | FEMA DR-4339 | 2018-2019**

Partnered with Xpert's Inc., Mr. Mays serves as the technical lead for all data collection efforts on this project. Mr. Mays, through coordination with the project team is responsible for quality assurance of all project-related data tracked using HaulPass®. This data is used to reconcile invoices for 19 prime contractors and for reimbursement requests to FEMA.

**AUTOMATED DEBRIS MANAGEMENT SYSTEM | USACE JACKSONVILLE DISTRICT / XPERT'S INC. | HURRICANE MARIA | FEMA DR-4339 | 2017 - 2019**

Served as the technical lead for HaulPass® deployment in support of Xpert's Inc./USACE debris removal efforts in Puerto Rico following Hurricane Maria. HaulPass® tracked more than 250,000 loads of debris totaling more than 5.9 million cubic yards from six regions and 58 municipalities on this project. In addition, nearly 1,700 hauling trucks were certified, and more than 60 disposal sites were utilized island-wide. Over 250 QC Monitors were trained to use HaulPass®. All project data was reconciled nightly and an operations report was issued to USACE daily. This project was one of the industry's largest data collection projects ever completed using an ADMS.

**DEBRIS MANAGEMENT AND PUBLIC ASSISTANCE SUPPORT SERVICES | HURRICANE HARVEY | FEMA DR-4332 | 2017-2018**

Mr. Mays served as the Program Manager for all debris monitoring projects in the State of Texas following Hurricane Harvey. In total Rostan provided debris removal monitoring services to 7 clients including some of the most hard-hit/heavily flooded areas of east Texas near including the City of Orange and Hardin County, TX.

**DEBRIS MANAGEMENT AND PUBLIC ASSISTANCE SUPPORT SERVICES | HURRICANE IRMA | FEMA DR-4337 | 2017 - 2018**

As a Senior Consultant, Mr. Mays was responsible for providing compliance and technical guidance to many Florida clients including the City of North Port, Town of Windermere, and City of Winter Springs. Rostan provided debris removal monitoring and PA support services to more than 20 clients in Florida following Hurricane Irma.

**PUBLIC ASSISTANCE, GRANTS FUNDING, DEBRIS MONITORING AND MANAGEMENT | CHARLESTON COUNTY, SC | FEMA DR-4241 | 2015-PRESENT**

Project Manager. Debris operations duties included managing the County's post-event debris removal project, including the utilization of HaulPass® to track the removal of more than 30,000 cubic yards of C&D, vegetative, and white goods debris. Additional responsibilities include reconciliation of multiple County departments' force account expenditures for Public Assistance (PA) emergency work categories A and B. Additionally responsible for managing a multidisciplinary team of personnel responsible for providing disaster recovery services.

**DEBRIS MANAGEMENT AND PUBLIC ASSISTANCE SUPPORT SERVICES | CHARLESTON COUNTY, SC | FEMA DR-4286 | 2016-2017**

Program Manager. Served following Hurricane Matthew in October 2016. Field operations were conducted over a period of 112 days and included the collection of more than 400,000 CY of debris and the removal of more than 18,000 hazardous limbs and trees. Responsible for daily, site, and project closeout reports, client operations meetings, invoice reconciliation and contractor compliance, staff and contractor scheduling, quality control of all data, personnel management and assignments, project cost allocations, and reimbursement requests.

**DEBRIS MANAGEMENT AND PUBLIC ASSISTANCE SUPPORT SERVICES | THE CITY OF GARDEN CITY, GA | FEMA DR-4284 | 2016**

Program Manager. Responsible for oversight of daily field monitoring operations following Hurricane Matthew in October 2016. Duties included editing daily reports, reconciling contractor invoices, and providing guidance to field staff. Assisted field personnel with technical guidance and recommendations.

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## **TRAVIS MAYS**

PRINCIPAL | VICE PRESIDENT | CLIENT LIAISON

### **DEBRIS MANAGEMENT AND PUBLIC ASSISTANCE SUPPORT SERVICES**

**CUMBERLAND COUNTY, TN | FEMA DR-4210 | 2015–2016**

Project Manager. Served as part of the project management team in Cumberland County, TN following ice storms of February 2015. Responsible for proposal development, invoicing, FEMA reimbursement assistance, debris removal monitoring, DMS monitoring and the hiring, training, and deployment of more than 75 local staff. In addition, responsible for the successful deployment of the HaulPass® Automated Debris Management system. 700,000 cubic yards of vegetative debris was, processed and taken to final disposal.

### **DEBRIS MANAGEMENT AND PUBLIC ASSISTANCE SUPPORT SERVICES**

**WHITE COUNTY, TN | FEMA DR-4210 | 2015**

Project Manager. Served in White County, TN following ice storms of February 2015. Responsible for proposal development, invoicing, FEMA reimbursement assistance, client coordination, debris removal monitoring, DMS monitoring and the hiring, training, and deployment of more than 25 local staff. In addition, responsible for the successful deployment of the HaulPass® Automated Debris Management system. Over the course of 75 days, 135,000 cubic yards of vegetative debris was removed, processed and taken to final disposal.

### **PUBLIC ASSISTANCE, GRANTS FUNDING, DEBRIS MONITORING AND MANAGEMENT**

**JENKINS COUNTY, GA | FEMA DR-4165 | 2014**

Served as Project Manager following the ice storms that struck the Southeastern US in late winter/early spring 2014. Responsible for overall project management including proposal development, staffing, invoicing, client coordination, debris removal monitoring, DMS site monitoring and the deployment of up to 12 locally hired staff. To date, the HaulPass® Automated Debris Management System has been utilized to track the removal of more than 45,000 cubic yards of debris from the Right-of-Way (ROW) to its final disposal.

### **PUBLIC ASSISTANCE, GRANTS FUNDING, DEBRIS MONITORING AND MANAGEMENT**

**TOWNSHIP OF BRICK, NJ | FEMA DR-4086 | 2012–2014**

Project Manager. Responsible for final pass of ROW debris removal and the implementation of private property debris removal and demolition efforts. Responsibilities included managing all field personnel, scheduling, permit approval and verification, Right-of-Entry (ROE) development, compliance with public and federal notification procedures, insurance recovery and fund collection, contractor invoice reconciliation, and Project Worksheet (PW) development and revisions. Mr. Mays was the primary contact in Brick for multiple local, state and federal officials, including FEMA, NJDOL, NJDEP, and USEPA.

### **DEBRIS MANAGEMENT AND PUBLIC ASSISTANCE SUPPORT SERVICES**

**NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION | FEMA DR-4086 | 2012–2014**

Project Manager. Responsible for all reporting and data collection efforts during Phase II of the Waterway debris removal efforts including data collection and management and documenting debris field conditions pre and post removal, debris collection efforts, and final site conditions. Documentation procedures included the use of GPS enabled cameras to locate and map debris locations and HaulPass® to track the recovery and ultimate disposal of removed material.

### **US ARMY CORPS OF ENGINEERS (USACE) NEW YORK DISTRICT**

**AUTOMATED DEBRIS MANAGEMENT SYSTEM | FEMA DR-4085 | 2012 – 2013**

Responsible for the management and coordination of all field operations and the deployment of HaulPass® in New York City. Managed more than 20 locally hired staff in a coordinated effort to provide 24-hour certification services to the client for 63 consecutive days during the project term. Responsible for managing and coordinating personnel scheduling at more than 13 locations during the project. The HaulPass® system captured more than 32,000 loads of debris disposed of at more than 22 facilities across Pennsylvania, New York, and New Jersey. Provided technical assistance and training to more than 200 field personnel and supervisors along with providing technical expertise that spearheaded the tracking and reconciliation of more than \$120,000,000 in debris removal contracts.

## **OTHER RELEVANT EXPERIENCE**

**AVIAN FLU RESPONSE | IOWA | USDA 2124 DISASTER | 2015**

**DISASTER DEBRIS MANAGEMENT SERVICES DEBRIS MANAGEMENT PLAN | HILLSBOROUGH COUNTY, FL | 2015**

# KYLE A. JONES, CEM

PRINCIPAL | VICE PRESIDENT

## EDUCATION

BA, Business Administration,  
Louisiana State University, 2007

## YEARS OF EXPERIENCE

14

## PROFESSIONAL REGISTRATIONS

Certified Emergency Manager  
(CEM)

## QUALIFICATIONS

- FEMA Professional Development Series
- IS-139: Exercise Design
- IS-230 b: Fundamentals of Emergency Management
- IS-235 b: Emergency Planning
- IS-240 a: Leadership & Influence
- IS-241 a: Decision Making & Problem Solving
- IS-242 a: Effective Communication
- IS-244 a: Developing & Managing Volunteers
- FEMA Multi-Hazard Emergency Planning for Schools – Train the Trainer
- HS/TEEX Threat & Risk Assessment Course
- IS-00001: Emergency Program Manager
- IS-07: A Citizen’s Guide to Disaster Assistance
- IS-26: Guide to Points of Distribution
- IS-100: Intro to ICS
- IS-100.SCa: Intro to ICS for Schools
- IS-200: ICS for Single Resources & Initial Action Incidents
- IS-212: Intro to Unified Hazard Mitigation Assistance

Mr. Jones is a Certified Emergency Manager with a tenured background in emergency management and federal programs. Mr. Jones is regarded as a subject matter expert in the FEMA Hazard Mitigation Assistance and Public Assistance Programs and specializes in maximizing funding sources for clients and applying the federal regulations and/or policies correctly to projects. Mr. Jones also specializes in FEMA Appeals, Code of Federal Regulation analysis, and mitigation project types for reconstruction, floodproofing, and retrofitting impacted or vulnerable facilities. Mr. Jones also has extensive programmatic knowledge of the 404 and 406 mitigation programs and has nearly two decades of hands-on experience in managing HMGP/HMA and Public Assistance Programs, major federal disaster declarations, and incorporating National Incident Management System components on behalf of clients.

## PROFESSIONAL EXPERIENCE

**ROSTAN SOLUTIONS | EXECUTIVE DIRECTOR | BATON ROUGE, LA | 2018 – PRESENT**

**ARCADIS NORTH AMERICA | DIRECTOR, DISASTER PROGRAMS | BATON ROUGE, LA 2014–2018**

**EAST BATON ROUGE PARISH | DEPUTY DIRECTOR | BATON ROUGE, LA | 2007–2014**

**STATE OF LOUISIANA OFFICE OF EMERGENCY PREPAREDNESS – MILITARY DEPARTMENT | OPERATIONS SUPPORT & MANAGEMENT | BATON ROUGE, LA 2003–2007**

## PROJECT AND PROGRAMS EXPERIENCE

**PUBLIC ASSISTANCE PROGRAM MANAGEMENT | LOCAL GOVERNMENTS, SCHOOLS, STATE AGENCY, PRIVATE-NON-PROFITS (PNP), HOUSES OF WORSHIP (HOW), AND HOUSING AUTHORITIES | 2014–2020**

Serves as the Program Management Lead and Subject Matter Expert for Public Assistance Programs on behalf of clients that are impacted by a disaster. Responsible for managing projects and representing client interests from the initial scoping meeting through closeout and subsequent appeals across numerous sectors of Applicants. Local Government recovery experience includes assistance provided to West Feliciana, St. James Parish, City of Bossier-LA and City of Gretna-LA. School recovery experience includes assistance provided to Texas City ISD-TX, Little Cypress ISD-TX, Huffman ISD-TX, Corpus Christi ISD-TX and Polk County Schools-FL. State Agency recovery experience includes assistance provided to Louisiana Department of Corrections and Florida State Hospitals. Private-Non-Profits (PNP) recovery experience includes assistance provided to Group Health Cooperative-South Central Wisconsin and Early Education and Care, Inc-FL, United Christian Academy-TX, Community Christian School-TX. House of Worship recovery experience includes assistance provided to Apostolic Christian Church-LA and First Baptist Church of Denham Springs-LA. Housing Authority Recovery experience includes assistance provided to Duson Housing Authority, New Iberia Housing Authority, and Eunice Housing Authority.

**HAZARD MITIGATION ASSISTANCE (HMA) PROJECT MANAGEMENT | 2014–2020**

Project Manager for various hazard mitigation projects in Louisiana at Louisiana State Penitentiary, West Feliciana, St. James and Iberville Parish. Responsible for coordinating the project activities and serving as liaison among the client, subcontracting companies involved in primary basic

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**KYLE A. JONES, CEM**

PRINCIPAL | VICE PRESIDENT

engineering tasks including the hydraulic and hydrologic study. Additional responsibilities include data collection and dissemination for all tasks involved in the project as well as reporting to the state of Louisiana for record keeping, including state-required requests for reimbursement and quarterly reporting.

**EMERGENCY PLANNING | 2007–2014**

Developed East Baton Rouge Parish, Pointe Coupee Parish, Vermilion Parish and Evangeline Parish Emergency Operations Plan (EOP). Developed East Baton Rouge Parish, Pointe Coupee Parish, Vermilion Parish and Evangeline Parish Continuity of Operations Plan (COOP). Developed the first Point of Distribution (POD) Plan for the City of Baton Rouge, Parish of East Baton Rouge and managed and maintained database of all Critical Infrastructure / Key Resource facilities parish wide. Responsible for managing the EOC during activations and streamlining resource requests during activations, facilitated briefings during EOC activation for the Mayor-President.

**PUBLIC ASSISTANCE, HAZARD MITIGATION AND PROGRAM ADMINISTRATION | 2007–2014**

Managed the Public Assistance and Hazard Mitigation Programs for East Baton Rouge Parish totaling more than \$300 million in federal funding. Managed preliminary damage assessments (PDA) and streamlined reporting processes for the Parish. Served as the City-Parish Authorized Representative for FEMA Public Assistance & Hazard Mitigation Programs and Appeals, Department of Homeland Security Office of Inspector General (OIG) Audits, and Louisiana Legislative Auditor (LLA) Site Visits. City-Parish Homeland Security & Emergency Preparedness Liaison to the East Baton Rouge Parish School System & Voluntary Organizations Active in Disasters (VOAD) for all engagements. Directly managed and oversaw the entire East Baton Rouge Parish Hazard Mitigation Assistance (HMA) program with \$26MM of funding being granted to East Baton Rouge Parish during tenure. Projects included: FMA Acquisition of 8 Structures, HMGP-DR 1786 Acquisition of 24 Structures, HMGP-DR 4080 Wind Hardening Project, HMGP-DR 1786 Wind Retrofit & Floodproofing, SRL Acquisition of 8 Structures, HMGP-DR 1603 Acquisition of 8 Structures, HMGP-DR 1603 Critical Infrastructure Generator Installation.

**DISASTER RECOVERY AND RESPONSE COORDINATION | EOC ACTIVATION, SPACE SHUTTLE COLUMBIA DISASTER, FLOODING, HURRICANE RESPONSE | 2003–2006**

Assisted Disaster Recovery Division with FEMA Public Assistance Windshield Surveys and Funding Implementation on behalf of Parishes for DR-1521 and DR-1668 (Flooding) and Hurricane Ivan Response Efforts (DR-1548). Coordinated State response efforts with the Operations Division and managed state and local resource requests during Space Shuttle Columbia Crash for DR-3172 and coordinated crash site coordinates with the Louisiana Air National Guard inside State Emergency Operations Center (EOC).

# JEFF COUSINS

DIRECTOR OF MONITORING OPERATIONS

## YEARS OF EXPERIENCE

17

## LICENSES AND CERTIFICATIONS

- IS-5.a: Introduction to Hazardous Materials
- IS-100: Introduction to Incident Command System
- IS-200: ICS for Single Resources and Initial Action Incidents
- IS-300: Intermediate ICS
- IS-400: Advanced ICS
- IS-700: National Incident Management System (NIMS)
- IS-800: National Response Framework
- Hazardous Waste Operations and Emergency Response Training (40HR Initial/8 HR Refresher)
- OSHA Disaster Training

## RECOVERY EVENTS

- 2020 Hurricane Zeta
- 2020 Hurricane Delta
- 2020 Hurricane Isaias
- 2020 Hurricane Laura
- 2020 Severe Storms, IA Flooding, LA
- 2019 Hurricane Dorian
- 2018 Hurricane Michael
- 2018 Hurricane Florence
- 2017 Hurricane Irma
- 2017 Hurricane Harvey
- 2016 Hurricane Matthew
- 2016 Flooding, LA
- 2016 Tornado, VA
- 2015 Flooding, SC
- 2015 Ice Storm, TN
- 2014 Ice Storm, GA
- 2012 Hurricane Sandy
- 2011 Hurricane Irene
- 2011 Tornado, MO
- 2011 Tornado, AL
- 2010 Earthquake, Haiti
- 2008 Hurricane Ike
- 2006 Ice Storm, NY
- 2005 Hurricane Rita
- 2005 Hurricane Katrina
- 2005 Hurricane Wilma
- 2004 Hurricane Jeanne
- 2004 Hurricane Frances

Mr. Cousins has 17 years of experience specific to debris management and disaster recovery operations. He specializes in disaster management and recovery and has served as Project Manager supporting disaster recovery and reimbursement projects following some of the world's most devastating disasters. He was responsible for the deployment of over 450 quality assurance monitors deployed in 11 counties and 5 cities in Mississippi for the USACE Task Force Hope mission following Hurricane Katrina. He served as Operations Manager for the deployment of the HaulPass® System in Haiti following the devastating 2010 earthquake. Following Hurricane Sandy, He served as Project Manager responsible for the disaster response and recovery team supporting debris management services for 17 municipalities in New Jersey. He has experience in logistics and operations coordination, project planning and formulation, project, procurement assistance, debris management plan development, debris monitoring and ADMS system support, and reimbursement support.

## RECENT PROFESSIONAL EXPERIENCE

### DEBRIS MANAGEMENT AND PUBLIC ASSISTANCE SUPPORT SERVICES | HURRICANE DORIAN | FEMA DR-4464 | CHARLESTON COUNTY, SC | 2019-2020

Mr Cousins served as Project Manager and was responsible for overseeing all aspects of Rostan's services for Charleston County. This included hiring, training, and deploying a local team of debris removal monitors, providing daily client updates, contractor coordination, certification of hauler equipment, and deployment of the HaulPass® Automated Debris Management System. Over 100 local monitors were hired and trained, more than 655,000 cubic yards of debris was collected and processed, and more than 5,200 hazardous trees and limbs were removed.

### DEBRIS MANAGEMENT AND PUBLIC ASSISTANCE SUPPORT SERVICES | LIBERTY COUNTY, FL | FEMA DR-4399 | 2018-2019

Mr. Cousins served as Rostan's Project Manager for our work in Liberty County following Hurricane Michael in October 2018. He was responsible for debris removal monitoring, client coordination, DMS monitoring, hauler invoice reconciliation and the hiring, training, and deployment of more than 100 local staff. In addition, he was responsible for the successful deployment of the HaulPass® Automated Debris Management System. Over 522,000 cubic yards of storm-generated debris was removed and processed, and more than 34,000 hazardous trees and limbs were been removed and disposed.

### DEBRIS MANAGEMENT AND PUBLIC ASSISTANCE SUPPORT SERVICES | CAROLINA BEACH, NC | FEMA DR-4393 | 2018

Served as Project Manager in Carolina Beach, NC following Hurricane Florence in September of 2018. Responsible for FEMA reimbursement assistance, client coordination, debris removal monitoring, DMS monitoring and the hiring, training, and deployment of field staff. In addition, responsible for the successful deployment of the HaulPass® Automated Debris Management system

### DEBRIS MANAGEMENT AND PUBLIC ASSISTANCE SUPPORT SERVICES | CORAL SPRINGS, FL | FEMA DR-4337 | 2017-2018

Project Manager for our work with the City of Coral Springs following Hurricane Irma in September 2017. Mr. Cousins was responsible for debris removal monitoring, client coordination, DMS monitoring and closeout, and hauler invoice reconciliation. In addition, he was responsible for the successful deployment of the HaulPass® Automated Debris Management System. Over the course of 66 days, 300,000 cubic yards of storm generated debris was removed, processed and taken to final disposal. Over 13,000 hazardous limbs and 111 damaged or uprooted trees were also removed.



## JEFF COUSINS

DIRECTOR OF MONITORING OPERATIONS

### DEBRIS MANAGEMENT AND PUBLIC ASSISTANCE SUPPORT SERVICES

DANIA BEACH, FL | FEMA DR-4337 | 2017-2018

Served as project manager for Rostan's deployment for Dania Beach, FL following Hurricane Irma in September 2017. Responsible for debris removal monitoring, client coordination, DMS monitoring, hauler invoice reconciliation, FEMA reimbursement assistance, and the hiring, training, and deployment of more than 30 local staff. In addition, responsible for the successful deployment of the HaulPass® Automated Debris Management system. Over the course of 45 days, over 60,000 cubic yards of C&D and vegetative debris was removed, processed and taken to final disposal. Over 3,700 hazardous limbs and 220 damaged or uprooted trees were also removed.

### DEBRIS MANAGEMENT AND PUBLIC ASSISTANCE SUPPORT SERVICES

MULTIPLE MUNICIPALITIES, FLORIDA | FEMA DR-4337 | 2017-2018

As Program Manager, Mr. Cousins directed all of Rostan's resources serving 21 municipalities throughout the State of Florida. He was directly responsible for ensuring that our debris monitoring teams provided the highest level of client service. Our debris monitoring clients included:

Broward County School District	City of North Port	Sunshine Water Control District
City of Belleair Beach	City of Port St. Lucie	Town of Indian Shores
City of Belleair Bluffs	City of St. Pete Beach	Town of Palm Beach
City of Coconut Creek	City of Winter Springs	Town of Redington Shores
City of Coral Springs	Coral Springs Improvement District	Town of Sewalls Point
City of Dania Beach	Martin County	Town of Windermere
City of Madeira Beach	New College of Florida	Village of Estero

Our services were customized to each client's needs, but typically included debris collection monitoring, client coordination, truck certification, DMS monitoring, hauler invoice reconciliation, and FEMA reimbursement assistance. HaulPass®, Rostan's Automated Debris Management system was deployed for every one of our clients. Under Mr. Cousins' guidance, Rostan staff monitored the collection and disposal of over 1,000,000 cubic yards of storm generated debris throughout the State of Florida.

### PUBLIC ASSISTANCE, GRANTS FUNDING, DEBRIS MONITORING AND MANAGEMENT

CHARLESTON COUNTY, SC | FEMA DR-4241 | 2015-ONGOING

Consultant. Responsible for management of the Public Assistance (PA) program for Charleston County, South Carolina. Duties included managing the County's post-event debris removal project, including the utilization of HaulPass® to track the removal of more than 30,000 cubic yards of C&D, vegetative, and white goods debris. Additionally, served as a member of Rostan's field assessment team tasked with assessing and quantifying flood related damages to 222 unpaved roads and 33 drainage canals associated with the severe storms and flooding.

### DEBRIS MANAGEMENT AND PUBLIC ASSISTANCE SUPPORT SERVICES | MARTIN COUNTY, FL | FEMA DR-4283 | 2016-2017

Project Manager. Served in Martin County, FL following Hurricane Matthew in October of 2016. Responsible for invoicing, FEMA reimbursement assistance, client coordination, debris removal monitoring, DMS monitoring and the hiring, training, and deployment of more than 40 local staff. In addition, responsible for the successful deployment of the HaulPass® Automated Debris Management system. Over the course of 70 days, 155,000 cubic yards of vegetative debris was removed, processed and taken to final disposal.

### DEBRIS MANAGEMENT AND PUBLIC ASSISTANCE SUPPORT SERVICES | THE CITY OF PORT ST. LUCIE, FL | FEMA DR-4283 | 2016-2017

Project Manager. Served in The City of Port St Lucie, FL following Hurricane Matthew in October of 2016. Responsible for FEMA reimbursement assistance, debris removal monitoring, DMS monitoring and the hiring, training, and deployment of more than 50 local staff. In addition, responsible for the successful deployment of the HaulPass® Automated Debris Management system.

**JEFF COUSINS****DIRECTOR OF MONITORING OPERATIONS****DEBRIS MANAGEMENT AND PUBLIC ASSISTANCE SUPPORT SERVICES | IBERIA PARISH, LA | FEMA DR-4277 | 2016**

Served as Project Manager in Iberia Parish, LA following the severe flooding in August of 2016. Responsible for FEMA reimbursement assistance, client coordination, debris removal monitoring, DMS monitoring and the hiring, training, and deployment of field staff. In addition, responsible for the successful deployment of the HaulPass® Automated Debris Management system

**DEBRIS MANAGEMENT AND PUBLIC ASSISTANCE SUPPORT SERVICES | CUMBERLAND COUNTY, TN  
FEMA DR-4210 | 2015-2016**

Project Manager. Served in Cumberland County, TN following ice storms of February 2015. Responsible for invoicing, FEMA reimbursement assistance, client coordination, debris removal monitoring, DMS monitoring and the hiring, training, and deployment of more than 75 local staff. In addition, responsible for the successful deployment of the HaulPass® Automated Debris Management system. Over the course of 100 days, 700,000 cubic yards of vegetative debris was removed, processed and taken to final disposal.

**CITY OF ST. PETERSBURG, FL | PROGRAM MANAGER | SHORE ACRES MITIGATION RECONSTRUCTION PROJECT AND  
SHORE ACRES ELEVATION PROJECT | 2015-PRESENT**

Manage, administer and monitor the Federal Emergency Management Agency (FEMA) Hazard Mitigation Assistance Grant Program in the Shore Acres neighborhood of St. Petersburg. Responsibilities consist of confirming adherence to all HMAP guidelines, ensuring project stays on budget, verifying project receipts, submitting quarterly reports, and completing and submitting project close out reports.

**DEBRIS MANAGEMENT AND PUBLIC ASSISTANCE SUPPORT SERVICES | WHITE COUNTY, TN  
FEMA DR-4210 | 2015**

Served as part of project management team in White County, TN following ice storms of February 2015 Responsible for FEMA reimbursement assistance, client coordination, debris removal monitoring, DMS monitoring and the hiring, training, and deployment of more than 25 local staff. 135,000 cubic yards of vegetative debris was removed, processed and taken to final disposal.

**DEBRIS MANAGEMENT AND PUBLIC ASSISTANCE SUPPORT SERVICES | NEW JERSEY DEPARTMENT OF  
ENVIRONMENTAL PROTECTION | FEMA DR-4086 | 2012-2014**

Served as Project Manager for seventeen municipalities in New Jersey following Hurricane Sandy. Mr. Cousins was responsible for all field operations in the state including the deployment of over 150 monitors spread between the seventeen municipalities.

**USACE KANSAS CITY DISTRICT-JOPLIN, MO | HAULPASS® SYSTEM | FEMA DR-1980 | 2011**

Project Manager responsible for deployment of the HaulPass® Automated Debris Management System. The USACE was assigned a mission to oversee debris recovery operations following the devastating tornado that impacted the Joplin, MO area in April 2011. The USACE selected the HaulPass® System for tracking all debris removal field data to streamline its recovery efforts. The HaulPass® System was successfully utilized to track the removal of debris from public Rights-of-Way (ROW) and private property throughout the area. We also hired, trained and deployed over 60 local staff to operate the System in the field and to assist the USACE with contractor oversight.

**DEBRIS MANAGEMENT AND PUBLIC ASSISTANCE SUPPORT SERVICES | JAMES CITY COUNTY, VA | FEMA DR-4024 | 2011**

Project Manager responsible for deployment and management of disaster response and recovery team in support of debris management services for James City County, VA following Hurricane Irene. Provided oversight of ROW debris collection, removal of hazardous leaning tress and hanging limbs, and stumps utilizing the HaulPass® System

**DEBRIS MANAGEMENT AND PUBLIC ASSISTANCE SUPPORT SERVICES | CITY OF BIRMINGHAM, AL | FEMA DR-1971 | 2011**

Project Manager responsible for deployment and management of disaster response and recovery team in support of debris management services for the City of Birmingham, AL following severe storms of April 2011. Provided oversight of ROW debris collection, removal of hazardous leaning tress and hanging limbs, stumps, demolitions and private property debris removal utilizing the HaulPass® System.

# JORDAN BRYANT

PROJECT MANAGER

## YEARS OF EXPERIENCE

15

## CERTIFICATIONS & TRAINING

- IS-100: Introduction to the Incident Command System
- IS-200: ICS for Single Resources and Initial Action Incidents
- IS-700: National Incident Management System (NIMS)
- First Aid/ Cardio Pulmonary Resuscitation (CPR)
- Hazardous Waste Operations and Emergency Response Training (40HR Initial/8 HR Refresher)
- OSHA Disaster Training

## RECOVERY EVENTS

- 2020 Hurricane Zeta
- 2020 Hurricane Delta
- 2020 Hurricane Isaias
- 2020 Hurricane Laura
- 2020 Severe Storms, IA
- 2019 Flooding, LA
- 2019 Tornado, TX
- 2019 Hurricane Dorian
- 2017 Hurricane Maria
- 2017 Hurricane Irma
- 2017 Hurricane Harvey
- 2016 Tornado, VA
- 2016 Hurricane Matthew
- 2016 Flooding, LA
- 2015 Flooding, SC
- 2015 Avian Flu Response, IA
- 2015 Ice Storm, TN
- 2014 Ice Storm, GA
- 2012 Hurricane Sandy
- 2011 Hurricane Irene
- 2011 Tornado, MO
- 2011 Tornado, AL
- 2010 Earthquake, Haiti
- 2008 Hurricane Ike
- 2006 Ice Storm, NY
- 2006 Hurricane Katrina

Mr. Bryant has 15 years of disaster recovery management experience. He has specialized in debris management since early 2006. Mr. Bryant is a project manager for debris monitoring and HaulPass® services. Mr. Bryant began in Mississippi working alongside the US Army Corps of Engineers (USACE) in their Task Force Hope mission following Hurricane Katrina. He served as a staff manager in Erie County, NY and in Buffalo, NY concurrently in 2006 in response to a large ice storm. He helped facilitate the deployment and operations of five debris removal monitoring projects in the Houston, Texas area following Hurricane Ike in 2008. Mr. Bryant served as Field Manager for HaulPass® throughout the USACE response to Hurricane Ike in Cameron and Vermillion Parishes, Louisiana and in Galveston, Texas. He was Field Manager, technical lead, and HaulPass® trainer for Haitian staff in Port Au Prince, Haiti following the devastating 2010 earthquake. He served as lead Field Manager during the USACE response to the EF-5 tornado that devastated Joplin, Missouri. In 2011 he assisted in facilitating debris removal efforts, staff training, and field management following a deadly hurricane in Birmingham, Alabama. Later in 2011, he took lead field management roles in York and in James City Counties in Virginia following Hurricane Irene. Mr. Bryant oversaw monitoring operations for 17 municipalities throughout the state of New Jersey following Hurricane Sandy. He also served as project manager overseeing all waterway debris removal efforts throughout most of New Jersey on behalf of the New Jersey Department of Environmental Protection. In 2017, following Hurricane Irma, Mr. Bryant oversaw debris monitoring operations in multiple municipalities in Florida. Immediately after Hurricane Maria struck Puerto Rico, Mr. Bryant oversaw debris tracking operations for the United States Army Corps of Engineers (U.S.A.C.E.) across most of the island. Mr. Bryant continued his work in Puerto Rico overseeing all debris monitoring efforts on behalf of Puerto Rico's department of transportation (D.T.O.P.) as well as for the municipality of Camuy. In 2019, Mr. Bryant oversaw debris monitoring operations in Charleston, South Carolina following Hurricane Dorian. Later in 2019, Mr. Bryant responded to tornados that struck the Dallas, Texas area, overseeing all debris monitoring operations for the City of Richardson, Texas.

## RECENT PROFESSIONAL EXPERIENCE

### DEBRIS MANAGEMENT AND PUBLIC ASSISTANCE SUPPORT SERVICES | CITY OF RICHARDSON, TX | TORNADO | 2019

Project manager in charge of overseeing debris cleanup throughout the City of Richardson following a series of tornados. Mr. Bryant has been responsible for overseeing the monitoring and tracking of over 900 truckloads totaling almost 60,000 cubic yards of storm debris which was removed from the Right-of-Way (ROW).

### DEBRIS MANAGEMENT AND PUBLIC ASSISTANCE SUPPORT SERVICES | CHARLESTON COUNTY, SC | HURRICANE DORIAN | FEMA DR-4464 | 2019-PRESENT

Project Manager assisting in overseeing debris cleanup throughout Charleston County following Hurricane Dorian. Mr. Bryant was responsible for overseeing the monitoring and tracking of over 11,750 truckloads totaling over 615,000 cubic yards of storm debris which was removed from the Right-of-Way (ROW). Mr. Bryant was responsible for overseeing the removal of over 5,200 hazardous trees and limbs damaged by Hurricane Dorian.

### DEBRIS MANAGEMENT AND PUBLIC ASSISTANCE SUPPORT SERVICES | MUNICIPIO DE CAMUY | HURRICANE MARIA | FEMA DR-4339 | 2018-PRESENT

Project manager in charge of overseeing debris cleanup throughout the Municipio de Camuy following Hurricane Maria. Mr. Bryant was responsible for overseeing the monitoring and tracking

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## **JORDAN BRYANT**

### **PROJECT MANAGER**

of over 450 truckloads totaling over 9,000 cubic yards to date of storm debris which was removed from the Right-of-Way (ROW).

#### **AUTOMATED DEBRIS MANAGEMENT SYSTEM | HURRICANE MARIA | FEMA DR-4339 XPERT'S INC./US ARMY CORPS OF ENGINEERS | 5.9 MILLION CY | 2017-2019**

In September of 2017, Hurricane Maria severely impacted the US Territory of Puerto Rico. The entire island was left without power, traditional communications were limited, and available water resources were scarce. Rostan was contracted to provide ADMS services on behalf of Xpert's, Inc. following their mission assignment by USACE. Mr. Bryant was responsible for overseeing all aspects of Rostan's services including 1,695 equipment certifications and more than 5.9 million cubic yards of debris disposed at more than 60 temporary and final disposal facilities. Mr. Bryant was also responsible for overseeing the training and management of more than 250 field QCs with ADMS equipment.

#### **DEBRIS MANAGEMENT AND PUBLIC ASSISTANCE SUPPORT SERVICES | PUERTO RICO DEPARTMENT OF PUBLIC TRANSPORTATION (DTOP) | HURRICANE MARIA | FEMA DR-4339 | 2018-2019**

Project manager in charge of overseeing debris cleanup throughout Puerto Rico on behalf of Puerto Rico's department of transportation (D.T.O.P.) following Hurricane Maria. Mr. Bryant was responsible for overseeing the monitoring and tracking of over 12,900 truckloads totaling over 208,000 cubic meters to date of storm debris which was removed from the Right-of-Way (ROW). He serves as the lead debris removal consultant, and was responsible for staff training and management, data management, and reporting.

#### **DEBRIS MANAGEMENT AND PUBLIC ASSISTANCE SUPPORT SERVICES | COCONUT CREEK, FL FEMA DR-4337 | 2017-2018**

As Project Manager, Mr. Bryant was responsible for overseeing all aspects of Rostan's services for Coconut Creek, FL. This included hiring, training, and deploying a team of more than 25 debris and DMS monitors, providing daily client updates, serving as a primary interface with the contractor's management team, certification of hauler equipment, and deployment of the HaulPass® Automated Debris Management System. Over the course of 45 days, more than 97,000 cubic yards of disaster-generated debris was collected and taken to final disposal.

#### **PUBLIC ASSISTANCE, GRANTS FUNDING, DEBRIS MONITORING AND MANAGEMENT | CHARLESTON COUNTY, SC | FEMA DR-4241 | 2015-ONGOING**

Consultant serving as a member of Rostan's field assessment team tasked with assessing and quantifying flood related damages to 222 unpaved roads and 33 drainage canals associated with the severe storms and flooding. Assisted in the development of scope of services and cost estimates for PA categories C and D PWs, as well as developing long-term projects and strategies for Mitigation improvements.

#### **DEBRIS MANAGEMENT AND PUBLIC ASSISTANCE SUPPORT SERVICES | ESSEX COUNTY, VA | TORNADO | 2016**

Project manager in charge of overseeing debris cleanup throughout Essex County following the devastating tornado that occurred in 2016. Mr. Bryant was responsible for overseeing the monitoring and tracking of over 160 truckloads totaling over 7,400 cubic yards of storm debris which was removed from the Right-of-Way (ROW). He served as the lead debris removal consultant, and was responsible for staff management, contractor coordination, and data management and reporting.

#### **DEBRIS MANAGEMENT AND PUBLIC ASSISTANCE SUPPORT SERVICES | CUMBERLAND COUNTY, TN FEMA DR-4211 | 2015-2016**

Operations Manager. Served as Operations Manager in Cumberland County, TN following ice storms of February 2015. Responsible for debris removal monitoring, DMS monitoring and the oversight of more than 75 local staff.

#### **DEBRIS MANAGEMENT AND PUBLIC ASSISTANCE SUPPORT SERVICES | WHITE COUNTY, TN FEMA DR-4211 | 2015**

Operations Manager. Responsible for debris removal monitoring, DMS monitoring, vehicle and equipment certification, and the oversight of more than 25 local staff.

## **JORDAN BRYANT**

### **PROJECT MANAGER**

#### **AVIAN FLU RESPONSE | IOWA | USDA 2124 DISASTER | 2015**

Served as an area supervisor responsible for the collection and tracking of project related costs associated with labor hours, equipment usage, and material consumption. Data was collected in the field through manual verification and entered into a custom web interface. Served at various facilities throughout the project including two of the largest facilities employing over 400 temporary personnel each. Responsible for the deployment and management of Rostan staff to remote geographic locations in the Midwest.

#### **DEBRIS MANAGEMENT AND PUBLIC ASSISTANCE SUPPORT SERVICES | NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION | FEMA DR-4086 | 2012-2014**

Operations Manager. Operations manager in charge of overseeing debris cleanup in 17 municipalities throughout the state of New Jersey. Mr. Bryant served as the lead operations manager throughout New Jersey, responsible for managing multiple projects concurrently. He supported all field operations throughout the state, typically taking on a direct project management role on most of the larger projects. He was responsible for overseeing the monitoring and tracking of over 33 thousand truckloads of Hurricane Sandy debris totaling 1.3 million cubic yards, and additionally over 2,400 truckloads totaling over 55 thousand tons of debris that was tracked by weight.

Additionally, served as Operations Manager overseeing the debris cleanup of all state waterways in the central region of New Jersey. Mr. Bryant was responsible for training and managing a staff of over 30 people spread across a large geographic region. He oversaw all monitoring efforts for the removal of over 80,000 cubic yards of water generated debris, including submerged vehicles and vessels tracked in coordination with the state police. Mr. Bryant was also in charge of overseeing the monitoring of all dredging operations throughout the central region of New Jersey. His team successfully monitored and tracked the removal and disposal of over 450,000 cubic yards of dredged material.

#### **PUBLIC ASSISTANCE, GRANTS FUNDING, DEBRIS MONITORING AND MANAGEMENT JENKINS COUNTY, GEORGIA | FEMA DR-4165 | 2014**

Served as Operations Manager following the ice storms that struck the Southeastern US in late winter/early spring 2014. Responsible for staff training and management, client coordination, debris removal monitoring, DMS site monitoring. Mr. Bryant oversaw the removal of more than 45,000 cubic yards of debris from the Right-of-Way (ROW) to its final disposal.

### **OTHER RELATED EXPERIENCE**

- 2011 AUTOMATED DEBRIS MANAGEMENT SYSTEM | USACE KANSAS CITY DISTRICT | JOPLIN, MO | TORNADO
- 2011 DISASTER DEBRIS MANAGEMENT | CITY OF BIRMINGHAM, AL | FEMA DR-1971 | TORNADO
- 2011 DISASTER DEBRIS MANAGEMENT | JAMES CITY COUNTY, VA, YORK COUNTY, VA | HURRICANE IRENE
- 2010 AUTOMATED DEBRIS MANAGEMENT SYSTEM | PORT AU PRINCE, HAITI | EARTHQUAKE
- 2008 AUTOMATED DEBRIS MANAGEMENT SYSTEM | USACE FORT WORTH DISTRICT | GALVESTON AND CHAMBERS COUNTIES, TX | FEMA DR-1791 | HURRICAN IKE
- 2006 DISASTER DEBRIS MANAGEMENT | CITY OF BUFFALO, NY, ERIE COUNTY NY | ICE STORM
- 2006 DISASTER DEBRIS MANAGEMENT | USACE VICKSBURG DISTRICT | HURRICANE KATRINA

# DEVIN CERRATO

## OPERATIONS MANAGER

### EDUCATION

BA, Business,  
Covenant College, 2018

### YEARS OF EXPERIENCE

2

### CERTIFICATIONS & TRAINING

- IS-100.c: Introduction to Incident Command System
- IS-200.c: Basic Incident Command System for Initial Response
- IS-700.b: Introduction to National Incident Management System (NIMS)

### RECOVERY EVENTS

- 2020 Hurricane Zeta
- 2020 Severe Storms, IA
- 2019 Hurricane Dorian
- 2018 Hurricane Michael
- 2018 Hurricane Florence
- 2017 Hurricane Maria

Mr. Cerrato joined the Rostan team in 2018 upon graduation. He has 2 years of post-disaster experience, including both debris removal monitoring operations and public assistance support. He has experience in logistics and operations coordination, debris monitoring and ADMS system support, reimbursement support, project planning and formulation, and vehicle, container and equipment certification.

### RECENT PROFESSIONAL EXPERIENCE

#### DEBRIS MANAGEMENT AND PUBLIC ASSISTANCE SUPPORT SERVICES | CHARLESTON COUNTY, SC | HURRICANE DORIAN | FEMA DR-4464 | 2019

Operations Manager. Following Hurricane Dorian, responsible for the management and coordination of all field operations and the deployment of HaulPass® in Charleston County. Managed more than 60 locally hired staff in a coordinated effort to provide a quick and efficient clean up of the county. Assisted in the hiring of all local staff and trained new employees with learning HaulPass®. Played an integral role in the certification process and was on site to assist in any field issues. This project totaled over 600,000 cubic yards and over 5,000 hazardous and limbs and tree removal.

#### DEBRIS MANAGEMENT AND PUBLIC ASSISTANCE SUPPORT SERVICES | LIBERTY COUNTY, FL | HURRICANE MICHAEL | FEMA DR-4399 | 2018-2019

Operations Manager. Following Hurricane Michael, Mr. Cerrato was responsible for the management and coordination of all field operations and the deployment of HaulPass® in Liberty County. Managed more than 75 locally hired staff in a coordinated effort to provide quick and efficient clean-up of the county. Responsible for managing and coordinating personnel scheduling. Provided HaulPass® technical support and assistance to field personnel as well as an integral part of certification team coordination. To date, more than 400,000 cubic yards have been picked up and over 30,000 hazardous limbs and trees have been removed.

#### PUBLIC ASSISTANCE SUPPORT SERVICES | CHARLESTON COUNTY, SC | FEMA DR-4286 | 2017 - ONGOING

Serving as a consultant, Mr. Cerrato assisted in the long-term recovery of funding for the county of Charleston. Responsibilities include reconciliation of County departments' force account expenditures for Public Assistance (PA) emergency work categories A and B.

#### PUERTO RICO DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS (DTOP) | COMMONWEALTH OF PUERTO RICO | FEMA DR-4339 | 2018

Serving as a consultant in for HaulPass® deployment in support of Xpert's Inc. debris removal efforts in Puerto Rico following Hurricane. Assisted in the certification of different equipment and vehicles used in the clean up efforts. To date, HaulPass has tracked more than 12,000 loads of debris totaling more than 200,000 cubic meters on this project.

#### USACE JACKSONVILLE DISTRICT - AUTOMATED DEBRIS MANAGEMENT SYSTEM | HURRICANE MARIA | FEMA DR-4339 | 2017 - 2018

Serving as a consultant in for HaulPass® deployment in support of Xpert's Inc. debris removal efforts in Puerto Rico following Hurricane. To date, HaulPass has tracked more than 250,000 loads of debris totaling more than 5.9 million cubic yards on this project. Upon completion it is anticipated that nearly 260,000 loads and 6 million cubic yards of debris will have been tracked using HaulPass®.

# ADAM T. FERGUSON, CFM

SENIOR CONSULTANT | POLICY

## EDUCATION

University of Miami School of Law, J.D., 2012

University of North Carolina at Wilmington, M.P.A., 2004

University of North Carolina at Wilmington, B.A., 2002

## YEARS OF EXPERIENCE

16

## LICENSES & CERTIFICATIONS

Member – Florida Bar  
#0100223

Certified Floodplain Manager  
– ASFPM #23214

Mr. Ferguson leads Rostan’s Technical Service Department with the Recovery and Mitigation Division. He has served prominent roles in FEMA Disaster Declarations dating from Hurricane Katrina in 2005 through to the 2019 Hurricane Season. He oversees and provide direct support with benefit-cost analysis, programmatic appeals, and complex regulatory compliance issues.

## PROFESSIONAL EXPERIENCE

**ROSTAN SOLUTIONS | DIRECTOR-RECOVERY & MITIGATION | FLORIDA  
2018-PRESENT**

**MONROE COUNTY, FL | FLOODPLAIN MANAGER | FLORIDA | 2017-2018**

**WITT O'BRIEN ASSOCIATES | HAZARD MITIGATION ADVISOR | WASHINGTON, DC  
2013-2017**

**FEDERAL EMERGENCY MANAGEMENT AGENCY | HAZARD MITIGATION PROGRAM  
SPECIALIST R IV | ATLANTA, GA | 2005-2009**

## PROJECT AND PROGRAMS EXPERIENCE

**SENIOR HAZARD MITIGATION ADVISOR | FLORIDA | 2017-PRESENT**

Following 2017 Hurricane Season, work with multiple applicants to FEMA’s HMGP and 406 Mitigation programs to identify eligible activities, develop and document compliant applications, organize and construct Benefit-Cost Analyses, and coordinate with FEMA and State of Florida to secure federal funding. Provide as-needed programmatic and technical support regarding 406 Mitigation applicants on demonstrating cost-effectiveness and ensuring programmatic compliance.

**SENIOR APPEALS MANAGER | CHARLESTON COUNTY, SC | 2018-PRESENT**

Responsible for organizing and implementing County response to 17 FEMA Adverse Determinations received within 90 days. Developed operational framework for intake, review, diagnosing issues, and drafting responses within short time frames. Coordinate local, state, and federal stakeholders to find consensus and reduce items at issue.

**SENIOR HAZARD MITIGATION ADVISOR | NEW JERSEY | 2013-2017**

Served as Senior Hazard Mitigation Advisor to the State of New Jersey’s State Hazard Mitigation Office (“SHMO”) and staff for the HMGP following Superstorm/Hurricane Sandy. Responsible for training state staff, developing and conducting public briefings, providing quality control and oversight of contractor work product, and provide technical support for benefit-cost analysis and programmatic appeals.

**HAZARD MITIGATION [FEMA] DISASTER ASSISTANCE EMPLOYEE | FEMA REGION IV |  
2005-2009**

Tasked as a Hazard Mitigation Specialist following Hurricane Katrina, responsible for HMGP outreach and program delivery, training of state and local staff, and HMGP application review and development. Later designated as a Subject Matter Expert, responsible for instructing benefit-cost analysis course and developing training program for new FEMA Hazard Mitigation Disaster Assistance Employees.

# CHRISTOPHER BELLAVIA

CONSULTANT

## YEARS OF EXPERIENCE

9

## CERTIFICATIONS & TRAINING

- IS-100: Introduction to Incident Command System
- IS-200 ICS: for Single Resource and Initial Action Incidents
- IS-632: Introduction to Debris Operations
- IS-634: Introduction to FEMA's Public Assistance Program
- IS-700: National Incident Management System (NIMS)
- CQM-C 784: Construction Quality Management for Contractors

## RECOVERY EVENTS

- 2020 Hurricane Isaias
- 2020 Hurricane Laura
- 2019 Hurricane Dorian
- 2018 Hurricane Michael
- 2018 Hurricane Florence
- 2017 Hurricane Maria
- 2017 Hurricane Irma
- 2016 Hurricane Matthew
- 2016 Flooding, LA
- 2015 Flooding, SC
- 2015 Avian Flu Response, IA
- 2012 Hurricane Sandy

Mr. Bellavia has 9 years of experience specific to public and individual assistance. He began in New Jersey following Hurricane Sandy where he served as an operations manager responsible for overseeing all aspects of debris removal and disposal monitoring throughout 12 municipalities. Since then he has assisted numerous clients with post-disaster recovery efforts. Mr. Bellavia is well-versed in disaster recovery and specializes primarily in debris removal monitoring management and long-term recovery/public assistance support. He has experience in logistics, planning and reporting, data collection, and staff training and management.

## RECENT PROFESSIONAL EXPERIENCE

### DEBRIS MANAGEMENT AND PUBLIC ASSISTANCE SUPPORT SERVICES | HURRICANE DORIAN | FEMA DR-4464 | CHARLESTON COUNTY, SC | 2019–PRESENT

As Operations Manager, Mr. Bellavia was responsible for overseeing many aspects of Rostan's services for Charleston County. This included hiring, training, and deploying a local team of debris removal monitors, providing daily client updates, contractor coordination, certification of hauler equipment, and deployment of the HaulPass® Automated Debris Management System. Over 100 local monitors were hired and trained, more than 655,000 cubic yards of debris was collected and processed, and more than 5,200 hazardous trees and limbs were removed.

### DEBRIS MANAGEMENT AND PUBLIC ASSISTANCE SUPPORT SERVICES | HURRICANE MICHAEL | FEMA DR-4399 | LIBERTY COUNTY, FL | 2018 – 2019

As Operations Manager, Mr. Bellavia was responsible for overseeing many aspects of Rostan's services for Liberty County. This included hiring, training, and deploying a local team of debris removal monitors, providing daily client updates, contractor coordination, certification of hauler equipment, and deployment of the HaulPass® Automated Debris Management System. Nearly 100 local monitors were hired and trained, more than 522,000 cubic yards of debris was collected and processed, and more than 34,650 hazardous trees, stumps and limbs were removed.

### DEBRIS MANAGEMENT AND PUBLIC ASSISTANCE SUPPORT SERVICES | HURRICANE FLORENCE | FEMA DR-4393 | CITY OF LUMBERTON, NC | 2018 – 2019

Serving as Project Manager, Mr. Bellavia was part of the initial deployment responsible for overseeing all aspects of Rostan's services for the City of Lumberton. This included hiring, training, and deploying a local team of debris removal monitors, providing daily client updates, serving as a primary interface with the contractor's management team, certification of hauler equipment, and deployment of the HaulPass® Automated Debris Management System. Haulpass® has currently tracked the removal of over 450 hazardous trees/limbs and a combination of over 999 tons and 38,000 cubic yards of disaster-generated debris.

### DEBRIS MANAGEMENT AND PUBLIC ASSISTANCE SUPPORT SERVICES | HURRICANE FLORENCE | FEMA DR-4393 | TOWN OF CAROLINA BEACH, NC | 2018

Serving as Project Manager, Mr. Bellavia was part of the initial deployment responsible for overseeing all aspects of Rostan's services for the Town of Carolina Beach. This included hiring, training, and deploying a local team of debris removal monitors, providing daily client updates, serving as a primary interface with the contractor's management team, certification of hauler equipment, and deployment of the HaulPass® Automated Debris Management System. Over the course of 41 days, 400 tons and 30,000 cubic yards of disaster-generated debris was collected and taken to final disposal.



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## **CHRISTOPHER BELLAVIA**

CONSULTANT

### **USACE JACKSONVILLE DISTRICT – AUTOMATED DEBRIS MANAGEMENT SYSTEM HURRICANE MARIA | FEMA DR-4339 | 2017 - 2019**

Serving as a technical project lead for HaulPass® deployment in support of Xpert's Inc. debris removal efforts in the Commonwealth of Puerto Rico following Hurricane Maria. HaulPass has tracked more than 250,000 loads of debris totaling more than 5.9 million cubic yards on this project. Upon completion it is anticipated that nearly 260,000 loads and 6 million cubic yards of debris will have been tracked using HaulPass®.

### **DEBRIS MANAGEMENT AND PUBLIC ASSISTANCE SUPPORT SERVICES CITY OF NORTH PORT, FL | FEMA DR-4337 | 2017 - 2018**

As Project Manager, Mr. Bellavia was responsible for overseeing all aspects of Rostan's services for the City of North Port. This included hiring, training, and deploying a team of more than 19 debris and DMS monitors, providing daily client updates, serving as a primary interface with the contractor's management team, certification of hauler equipment, and deployment of the HaulPass® Automated Debris Management System. Over the course of 77 days, over 47,000 cubic yards of disaster-generated debris was collected and taken to final disposal. 675 hazardous limbs and 6 damaged or uprooted trees were also removed.

### **PUBLIC ASSISTANCE, GRANTS FUNDING, DEBRIS MONITORING AND MANAGEMENT | CHARLESTON COUNTY, SC FEMA DR-4241 | 2015-ONGOING**

Operations Manager. Managed the County's post-event debris removal project, including the utilization of HaulPass® to track debris removal. Responsible for daily operations and coordination efforts to co-develop strategies with the client. Additional responsibilities include reconciliation of multiple departments' force account expenditures for PA emergency work categories A and B, conducting FEMA site visits and development of scope of services and cost estimates for PA categories C and D PWs, as well as developing long-term projects and strategies for Mitigation improvements.

### **DEBRIS MANAGEMENT AND PUBLIC ASSISTANCE SUPPORT SERVICES | CHARLESTON COUNTY, SC | FEMA DR-4286 | 2016-2017**

Operations Manager following Hurricane Matthew in October 2016. Responsible for FEMA reimbursement assistance, client coordination, debris removal monitoring, DMS monitoring, invoicing, and the hiring, training, and deployment of more than 90 local staff. In addition, responsible for the successful deployment of the HaulPass® system. Over the course of 114 days, 18,434 hangers, 410 leaners and 415,000 cubic yards of vegetative debris was removed, processed, and taken to final disposal.

### **DEBRIS MANAGEMENT AND PUBLIC ASSISTANCE SUPPORT SERVICES | BERKELEY COUNTY, SC | FEMA DR-4286 | 2016**

Project Coordinator following Hurricane Matthew in October 2016. Responsible for FEMA reimbursement assistance, client coordination, debris removal monitoring, DMS monitoring, invoicing, and hiring, training, and deployment of more than 30 local staff. Additionally, responsible for the successful deployment of the HaulPass® system. Over the course of 61 days, 1,800 hangers, 90 leaners and 60,000 cubic yards of vegetative debris was removed, processed, and taken to final disposal.

### **DEBRIS MANAGEMENT AND PUBLIC ASSISTANCE SUPPORT SERVICES THE CITY OF GARDEN CITY, GA | FEMA DR-4284 | 2016**

Project Manager. Responsible for oversight of daily field monitoring operations following Hurricane Matthew in October 2016. Duties included editing daily reports, reconciling contractor invoices, and providing guidance to field staff.

### **AVIAN FLU RESPONSE | IOWA | USDA 2124 DISASTER | 2015**

Served as a site administrator and Area Supervisor responsible for the collection and tracking of project related costs associated with labor hours, equipment usage, and material consumption. Data was collected in the field through manual verification and entered into a custom web interface. Served at various facilities throughout the project including two of the largest facilities employing over 400 temporary personnel each.

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## **CHRISTOPHER BELLAVIA**

CONSULTANT

### **DISASTER DEBRIS MANAGEMENT | BOROUGH OF KEANSBURG, NJ | FEMA DR-4086 | 2013–2014**

Operations Manager responsible for leading documentation and data collection efforts during Phases I and II of the residential demolition program following Hurricane Sandy. Data collection efforts included the implementation and utilization of HaulPass® ADMS. Responsibilities included scheduling and coordinating field personnel as well as reporting all daily field activities, load categories and quantities to Rostan's Project Manager.

### **PUBLIC ASSISTANCE, GRANTS FUNDING, DEBRIS MONITORING AND MANAGEMENT | TOWNSHIP OF BRICK, NJ FEMA DR-4086 | 2012–2014**

Operations Manager. Responsible for tracking all aspects of debris removal and disposal monitoring following Hurricane Sandy including Right-of-Way (ROW) debris removal, private property debris removal and demolition efforts. Duties included supervision and training of field staff, scheduling, permit approval and verification, Right-of-Entry (ROE) development, compliance with public and federal notification procedures and management of HaulPass® hardware and Tier 1 and Tier 2 technical support.

### **DEBRIS MANAGEMENT AND PUBLIC ASSISTANCE SUPPORT SERVICES | NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION | FEMA DR-4086 | 2012–2014**

Operations Manager. Responsible for tracking all aspects of debris removal and disposal monitoring across 10 New Jersey municipalities following Hurricane Sandy. Duties included supervision and training of field staff and management of HaulPass® hardware and Tier 1 and Tier 2 technical support.

### **DEBRIS MANAGEMENT AND PUBLIC ASSISTANCE SUPPORT SERVICES | POINT PLEASANT BEACH, NJ | FEMA DR-4086 | 2012–2013**

Following Hurricane Sandy, Operations Manager responsible for tracking all aspects of debris removal and disposal monitoring from waterways throughout the central region of coastal New Jersey. Duties included supervision and training of field staff and management of HaulPass® hardware and Tier 1 and Tier 2 technical support.

# DENISE JANKAUSKAS

## DATA/GIS MANAGEMENT

### EDUCATION

BFA, The Cooper Union for the Advancement of Science & Art, 1995

### YEARS OF EXPERIENCE

9

### CERTIFICATIONS & TRAINING

- IS-100.c: Introduction to Incident Command System
- IS-0632.a: Introduction to Debris Operations

### SOFTWARE PROFICIENCIES

- HaulPass®
- Adobe InDesign
- Adobe Photoshop
- Adobe Illustrator
- Adobe Acrobat
- Microsoft Office Suite

### RECOVERY EVENTS

- 2020 Hurricane Zeta
- 2020 Hurricane Delta
- 2020 Hurricane Isaias
- 2020 Hurricane Laura
- 2020 Severe Storms, IA
- 2019 Flooding, LA
- 2019 Tornado, TX
- 2019 Hurricane Dorian
- 2018 Hurricane Michael
- 2018 Hurricane Florence
- 2017 Hurricane Maria
- 2017 Hurricane Irma
- 2016 Hurricane Matthew
- 2015 Flooding, SC
- 2015 Ice Storm, TN
- 2012 Hurricane Sandy

Ms. Jankauskas has 9 years of post-disaster experience, joining the Rostan team after the devastation sustained by Hurricane Sandy throughout New York and New Jersey. She specializes in multiple aspects of disaster recovery including project data management; vehicle, container and equipment certification, waterborne and land-based Right-of-Way debris removal efforts; private property demolition, and debris removal. Ms. Jankauskas has experience in logistics, planning, reporting, and tracking project and reimbursement efforts.

## RECENT PROFESSIONAL EXPERIENCE

### DEBRIS MANAGEMENT AND PUBLIC ASSISTANCE SUPPORT SERVICES | CHARLESTON COUNTY, SC | FEMA DR-4464 | 2019–PRESENT

Data Manager. Served during debris removal operations following Hurricane Dorian. In addition to proposal development, responsible for gathering and dissemination of operational data and visual documentation into a cohesive and concise daily operational report for the client as well as strict data quality control. Additionally responsible for DMS closeout report compilation.

### DEBRIS MANAGEMENT SERVICES | CITY OF RICHARDSON, TX | TORNADO | 2019

Data Manager. In addition to proposal development, responsible for data quality control oversight.

### DEBRIS MANAGEMENT AND PUBLIC ASSISTANCE SUPPORT SERVICES | LIBERTY COUNTY, FL | FEMA DR-4399 | 2018–2019

Data Manager. Served during debris removal operations following Hurricane Michael. Responsible for gathering and dissemination of operational data and visual documentation into a cohesive and concise daily operational report for the client and strict data quality control.

### DEBRIS MANAGEMENT AND PUBLIC ASSISTANCE SUPPORT SERVICES | CITY OF LUMBERTON, NC | FEMA DR-4393 | 2018–2019

Data Manager. Served during debris removal operations following Hurricane Florence. In addition to proposal development, responsible for gathering and dissemination of operational data and visual documentation into a cohesive and concise daily operational report for the client and data quality control.

### DEBRIS MANAGEMENT AND PUBLIC ASSISTANCE SUPPORT SERVICES | TOWN OF CAROLINA BEACH, NC | FEMA DR-4393 | 2018

Data Manager. Served during debris removal operations following Hurricane Florence. In addition to proposal development, responsible for gathering and dissemination of operational data and visual documentation into a cohesive and concise daily operational report for the client, data quality control, maintenance and organization of all digital files.

### DEBRIS MANAGEMENT DATA SERVICES | PUERTO RICO DEPT. OF TRANSPORTATION (DTOP) | COMMONWEALTH OF PUERTO RICO | FEMA DR-4339 | 2018

Data Manager. Served for DTOP debris clean-up following Hurricane Maria. Responsible for dissemination of operational data and visual documentation into cohesive and concise nightly operational reports for the client while maintaining strict data quality control.

## DENISE JANKAUSKAS

### DATA/GIS MANAGEMENT

#### DEBRIS MANAGEMENT DATA SERVICES | USACE – JACKSONVILLE DISTRICT COMMONWEALTH OF PUERTO RICO | FEMA DR-4339 | 2017 - 2018

Data Manager. Served USACE/Xpert’s, Inc. for the Commonwealth of Puerto Rico debris clean-up following Hurricane Maria. Responsible for dissemination of operational data and visual documentation into cohesive and concise daily and weekly operational reports for the client while maintaining strict data quality control. Reporting breakdowns included 11 debris streams, 57 participating municipalities, 6 debris zones, and over 90 state agencies

#### DEBRIS MANAGEMENT AND PUBLIC ASSISTANCE SUPPORT SERVICES VARIOUS CLIENTS, FL | FEMA DR-4337 | 2017

Data Manager. Served for Florida debris clean-up following Hurricane Irma. In addition to proposal development for standby clients, responsible for gathering and dissemination of operational data and visual documentation into a cohesive and concise daily operational report for the client, data quality control, as well as documentation and preparation of project closeout reports. Clients included:

City of Belleair Beach	City of North Port	New College Of Florida
City of Belleair Bluffs	City of Port St. Lucie	Town of Indian Shores
City of Coconut Creek	City of St. Pete Beach	Town of Palm Beach
City of Coral Springs	City of Winter Springs	Town of Redington Shores
City of Dania Beach	Coral Springs Improvement District	Town of Windermere
City of Madeira Beach	Martin County	

#### DEBRIS MANAGEMENT AND PUBLIC ASSISTANCE SUPPORT SERVICES | CHARLESTON COUNTY, SC FEMA DR-4286 • FEMA DR-4346 | 2016–2018

Data Manager. Served the County during post-Hurricane Matthew and post-Hurricane Irma debris-removal efforts. In addition to proposal development, responsible for gathering and dissemination of operational data and visual documentation into a cohesive and concise daily operational report for the client, data quality control, and maintenance and organization of all digital files.

#### DEBRIS MANAGEMENT AND PUBLIC ASSISTANCE SUPPORT SERVICES | MARTIN COUNTY, FL FEMA DR-4283 • FEMA DR-4337 | 2016–2017

Data Manager. Served for Martin County, Florida debris clean-up following Hurricane Matthew and Hurricane Irma. In addition to proposal development, responsible for gathering and dissemination of operational data and visual documentation into a cohesive and concise daily operational report for the client, data quality control, maintenance and organization of all digital files, as well as documentation and preparation of project closeout reports.

#### PUBLIC ASSISTANCE, GRANTS FUNDING, DEBRIS MONITORING AND MANAGEMENT | CHARLESTON COUNTY, SC | FEMA DR-4241 | 2015–PRESENT

Data Manager. Responsible for gathering and dissemination of operational data and visual documentation into a cohesive and concise daily operational report for the client, data quality control, and maintenance and organization of all digital files following the flooding which occurred in October 2015. Additionally, responsible for proposal development, invoicing, organization and implementation of Flood Insurance Rate Maps, photo documentation, drainage mapping, as well as development of client progress reports and presentations.

#### DEBRIS MANAGEMENT AND PUBLIC ASSISTANCE SUPPORT SERVICES | BERKELEY COUNTY, SC FEMA DR-4286 | 2016

Data Manager. Served for Berkeley County, South Carolina debris clean-up following Hurricane Matthew. Responsible for gathering and dissemination of operational data and visual documentation into a cohesive and concise daily operational report for the client, data quality control, maintenance and organization of all digital files, as well as documentation and preparation of project closeout report.

## **DENISE JANKAUSKAS**

### **DATA/GIS MANAGEMENT**

#### **DEBRIS MANAGEMENT AND PUBLIC ASSISTANCE SUPPORT SERVICES | THE CITY OF GARDEN CITY, GA FEMA DR-4284 | 2016**

Data Manager. Served during debris removal operations following Hurricane Matthew. In addition to proposal development, responsible for gathering and dissemination of operational data and visual documentation into a cohesive and concise daily operational report for the client, data quality control, maintenance and organization of all digital files, as well as documentation and preparation of DMS closeout report.

#### **DEBRIS MANAGEMENT AND PUBLIC ASSISTANCE SUPPORT SERVICES | CUMBERLAND COUNTY, TN FEMA DR-4210 | 2015–2016**

Data Manager. Following the February 2015 ice storm, responsible for proposal development, gathering and dissemination of operational data and visual documentation into a cohesive and concise daily operational report for the client, weekly contractor cost comparison data compilation and visualization, data quality control, maintenance and organization of all digital files, and documentation and preparation of DMS closeout reports.

#### **DEBRIS MANAGEMENT AND PUBLIC ASSISTANCE SUPPORT SERVICES | WHITE COUNTY, TN | FEMA DR-4210 | 2015**

Project Manager following the February 2015 ice storm, responsible for proposal development, invoicing, debris contractor invoice reconciliation, FEMA reimbursement assistance, debris removal monitoring, DMS monitoring, vehicle and equipment certification, and the scheduling of more than 25 local staff. In addition, responsible for the gathering and dissemination of operational data and visual documentation into a cohesive and concise daily operational report for the client, as well as data quality control, maintenance and organization of all digital files, and documentation and preparation of DMS closeout reports.

### **OTHER RELATED EXPERIENCE**

- 2013–2014     HAULPASS® DATA COLLECTION FOR RESIDENTIAL DEMOLITION PROJECT  
BOROUGH OF KEANSBURG, NJ | FEMA DR-4086**
- 2012–2014     PUBLIC ASSISTANCE, GRANTS FUNDING, DEBRIS MONITORING AND MANAGEMENT  
TOWNSHIP OF BRICK, NJ | FEMA DR-4086**
- 2012–2014     DEBRIS MANAGEMENT AND PUBLIC ASSISTANCE SUPPORT SERVICES  
NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION | FEMA DR-4086**
- 2012–2013     USACE–NEW YORK DISTRICT | FEMA DR-4085**

## SHAHBAZ NIAZI

CONSULTANT

### EDUCATION

Bachelor of Business Administration in Accounting and Supply Chain Management, University of Houston

### CERTIFICATIONS & TRAINING

- Certified Public Accountant (CPA) in Texas

Shahbaz is a Senior Manager at Deloitte & Touche LLP with more than 8 years of experience in providing financial services to State and Local agencies related to disaster recovery and Federal grants. He will serve as the lead manager on the engagement and oversee the team providing financial, accounting, and compliance support. He will also assist the Director with requests to perform special projects.

Shahbaz specializes in assisting clients boost operational and compliance metrics and provide actionable insights using clients' data and industry benchmarks. He has performed reconciliations on grants exceeding over \$14 Billion and provided compliance support across several recovery programs including but not limited FEMA PA, and HUD CDBG-DR. He is well versed with the Stafford Act, 2CFR, and performed several assessments to assist his clients employ leading practices.

### SELECTED EXPERIENCE

#### CITY OF HOUSTON, STATE OF TEXAS | 2019-PRESENT

- Managed a team that assisted City of Houston build financial models related to Hurricane Harvey's CDBG-DR expenditures, and project city's cash position
- Assisted the City with the creation of the CDBG-DR section of their Monthly Financial Report (MOFR)
- Performed an assessment of the City's FEMA Public Assistance and HUD CDBG-DR program, identified challenges and provided recommendations
- Developed independent cost estimates on City's procurements to help boost compliance with GLO reviews
- Assessed the compliance of City's procurement against Federal, State and Local guidelines

#### GOHSEP, STATE OF LOUISIANA, 2011-2014 | 2017-PRESENT

- Assisted with reconciling over \$14B in FEMA Public Assistance Grants
- Developed GOHSEP's 5-year strategic plan to close out Hurricane Katrina/Rita grants, and provided communication support in receiving approval from FEMA.
- Identified, computed and projected over \$27 million in reimbursable project management costs for the State's Facilities, Planning and Control.
- Performed financial analysis and provided communication support to assist GOHSEP in receiving extension of the period of availability for their State Management Cost
- Managed multiple teams who assisted GOHSEP's subrecipients to organize and submit closeout documentation, perform grant compliance reviews and coordinate between various GOHSEP departments to identify and resolve bottlenecks hindering the grant management and closeout progress.

#### DHSEM, STATE OF COLORADO | 2014 - 2016

- Managed a team of over 40 disaster recovery specialists in conducting more than \$300 million in eligibility reviews across 300 disaster recovery applicants, facilitating training sessions to educate state personnel about the grant review process and ways to boost compliance with the Federal statutes.
- Created policies, standard operating procedures, and tools to standardize and streamline the state's review of grant reimbursement requests in compliance with the applicable federal, State and Local Regulations.
- Streamlined the State's review of force account labor (FAL) and force account equipment (FAE) expenses for compliance with federal, state and local regulations via automation

## JORDY SCHOLHAMER

CONSULTANT

### EDUCATION

B.S. Accounting, Louisiana State University

Jordy is a Senior Manager in Deloitte's National Grant management – Crisis Management practice and specializes in providing disaster recovery support to states and municipalities for federally funded disaster recovery programs. In this capacity, he has led various assessments of grant making organizations fund management capabilities in the governance, scoping, execution, monitoring, and closeout phases of the grant lifecycle.

Jordy has worked with numerous State agencies and private entities in establishing process to administer and close public and private grant programs, respectively. He brings a high level of familiarity and expertise with the Stafford Act, 2 CFR, and 44 CFR to the Deloitte Team. Currently, Jordy works with State of Louisiana's closeout, grant management, and technical teams, as well as their grant subrecipients to identify, classify, and expedite resolution of issues that are prolonging the closeout process.

### SELECTED EXPERIENCE

#### PUBLIC ASSISTANCE PROJECTS, GOHSEP, STATE OF LOUISIANA

2011–2014, 2017–PRESENT

During his time working with the State of Louisiana, Jordy has led multiple projects related to the administration of the Public Assistance grant program as outlined below:

- Deloitte is engaged by GOHSEP to assist high risk subrecipients in identifying, classifying, and resolving issues to expedite the closeout process and assist GOHSEP in reaching closeout targets.
- Developed a Sanctions and Appeals process for noncompliant subrecipients
- Developed a State Management Cost Budgeting Tool
- Developed comprehensive dashboard reporting capabilities allowing the Grantor to view financial and performance data across various levels of the organization within LAPA
- Integrated compliance monitoring reports and subrecipient scorecards

#### STATE OF COLORADO, DIVISION OF HOMELAND SECURITY + EMERGENCY MANAGEMENT | 2014-2017

Jordy assisted the State of Colorado in establishing and executing a consolidated Subrecipient Monitoring program for fourteen (14) Federal Grant Programs. This effort included the consolidation of federal guidance requirements between legacy OMB circulars and the Uniform Grant Guidance (2 CFR), development of a customized monitoring platform and schedule, development and implementation of training programs, and execution of on-site monitoring activities for the several FEMA and HUD grants.

Jordy also worked with over 40 state and local governments, non-profits, and Institutes of Higher Education in Colorado to maintain compliance with the administrative requirements, cost principles and audit requirements of their Federal grants. In addition to establishing Subrecipient Monitoring programs, Jordy consulted with DHSEM to design the agencies risk assessment process, performed reviews of Single Audit results, developed reporting and dashboard capabilities for project management, and performed reviews of reimbursement requests for eligibility determination.

## ALEXANDRA MCDANIEL

CONSULTANT

### EDUCATION

B.A., Finance, Louisiana State University

### CERTIFICATIONS & TRAINING

- Certified Internal Auditor

Alexandra is a Senior Consultant in our Crisis and Resilience practice. She has supported several states in monitoring and implementation of Public Assistance programs. While focusing on disaster recovery efforts, she has developed a comprehensive understanding of the Stafford Act and issues facing subrecipients of the Public Assistance grant.

Alexandra McDaniel is a Senior Consultant with a background in Finance and Internal Audit. Alexandra's experience has involved access to federal grant audit requirements. Alexandra has participated in on-site subrecipient monitoring and worked hand in hand with applicants of the state of Colorado's Public Assistance grant of over \$350M. She also has focused on aiding high risk subrecipients in closing out disasters dating back to 2005 while performing work for the state of Louisiana.

### SELECTED EXPERIENCE

#### PUBLIC ASSISTANCE PROJECTS, GOHSEP, STATE OF LOUISIANA | 2017 – PRESENT

Alexandra currently serves as a Strike Team Specialist. She aids the State of Louisiana in performing grants management for the following disasters: Hurricane Katrina, Rita, Ike, and Isaac. Her duties include analyzing PWs in order to prepare each state applicant for closeout and reconciling grant funding for the Governor's Office of Homeland Security and Emergency Preparedness. Alexandra works with applicants to compile documents to support scope and cost eligibility of projects while suggesting means of correcting any deficiencies preventing project closeout. Alexandra also plays an integral role in project management by monitoring and controlling the budget, forecasting the project's profitability, and assisting in client invoicing efforts.

#### STATE OF COLORADO, DIVISION OF HOMELAND SECURITY + EMERGENCY MANAGEMENT | 2016

Alexandra executed the Subrecipient assistance and monitoring program for the state of Colorado's Department of Homeland Security and Emergency Preparedness. Her duties included analyzing data from local governments in order to determine their compliance with Federal award programs and identifying areas of improvement. In addition to that, she assisted with the risk ranking of the State's high-risk applicants and PW's in order to prioritize and maximize Deloitte's efforts to improve State and its subrecipients' compliance of the FEMA PA program.



## CHRIS FRASCOGNA

CONSULTANT

### EDUCATION

Bachelor of Science in Geological Engineering with a Minor in Chemistry, University of Mississippi

Geological Engineering Field Studies, South Dakota School of Mines and Technology

Chris Frascogna is an Advisory Senior Consultant focused on Grant Management and FEMA Compliance for applicants ranging from the local to federal level. He has advanced experience in project managing in various industries including Oil and Energy, Environmental, and FEMA Grant Management. He served four years as an engineer and project manager working for some of America's largest firms and pursuing a small business of his own. Chris assist clients at Deloitte with his advanced knowledge of eligible federal expenditures and grant compliance.

### SELECTED EXPERIENCE

#### LARGE ENGINEERING FIRM IN HOUSTON, TEXAS

- Managed and educated 70 contractors and full-time employees for the City of Houston's \$1.1-billion-recovery project following Hurricane Harvey. Completed works were sent through QA/QC and then to Chris for review before being uploaded to the City of Houston's Grants Portal account.
- Chris created and maintained a budget for each project based on available direct administrative cost under federal guidelines.
- Located timecard information, vendor invoices, and data to back up each Federal Reimbursement grant through the City's Oracle and SQL information for each department.
- Provided a final review/audit of vendor invoices and force account information for each project.

#### Large National Engineering Firm

- Sought out as Geological Engineer focused on slope stability projects for FEMA after Hurricane Harvey occurred.
- Aided the Atlanta, Georgia field office serving those affected by Hurricane Irma.
- Trained at the Emergency Management Institute in Maryland to understand federal regulations for reimbursement of disaster claims.
- Recognized out of the 300 PDMGs serving in the State of Georgia based on projects closed out after 6 months where he conducted activities starting from the initial exploratory call through the recovery transition meeting held with the mayor's office or other representatives for each applicant.
- Handled grant consulting for the City of Atlanta, 4 surrounding counties, 8 small towns 2 major power providers, and a handful of PNPs and schools before transitioning to private contracts with each applicant.

#### LARGE ENGINEERING FIRM IN HOUSTON, TEXAS

- Handled project management and field work associated with permitting projects of class I, II, & III hydrogen cyanide waste disposal wells. Project Management of cost associated with a 465-million-dollar storage cavern project for Phillips 66.
- Oversaw audit of subcontractor invoicing, maintaining the initial project scope and writing over 65 million in change orders. Knowledge of mechanical integrity test, annulus pressure testing, radioactive tracer survey, assembly of wire line and pumping crew for testing and logging holes was utilized during site visits for permitting projects. P-66 Salt Dome Storage Facility in Clemens, Texas - Assisted in on site work as well which involved cavern leaching and brine disposal.



# DISASTER DEBRIS REMOVAL AND DISPOSAL MONITORING SERVICES



RFP No. 21-16 | March 30, 2021



## DISASTER DEBRIS REMOVAL AND DISPOSAL MONITORING SERVICES FOR BAY COUNTY, FL

### TAB 5 – SUBCONTRACTORS



#### SUBMITTED BY

#### **ROSTAN SOLUTIONS, LLC**

3433 Lithia Pinecrest Road  
Suite 287

Valrico, Florida 33596

Sam Rosania, Exec. Vice President

Office: 813.333.7042

Mobile: 813.505.1313

Fax: 813.333.7330

Email: [srosania@rostan.com](mailto:srosania@rostan.com)

Website: [www.rostan.com](http://www.rostan.com)



## TAB 5: SUBCONTRACTORS

**Sub-contractors included as part of Rostan’s proposed team.**

Deloitte

**Role of Deloitte and their related experience.**

Grant Consulting Services

**Projects on which Rostan has worked Deloitte.**

Rostan has been working directly with Deloitte on private tech development for nearly 2 years. Deloitte and Rostan personnel have had industry relationships for more than 15 years.

**Percentage of work:**

5-10% possible

**Licenses and certificates:**

Not applicable.

**Deloitte.** As a recognized leader in risk advisory and consulting services, Deloitte can effectively engage your internal, federal, state, and local stakeholders to help Bay County address complex challenges and opportunities with clarity and insight. Our commitment to maintaining a dedicated team of experienced risk and crisis management consulting practitioners, supplemented by a deep bench of subject matter specialists, is imperative to adapting to an ever-changing response and recovery environment. This diverse background and experience are available to Department of Public Safety to support the Government’s debris monitoring goals.

Deloitte continues to utilize our knowledge to serve impacted communities, governments, and businesses in response to some of the nation’s most severe and complex disasters. We have advised and supported recovery efforts for our nation’s largest disasters, including hurricanes and record-breaking flooding in the State of Louisiana (Hurricanes Katrina, Rita, Gustav, Ike, Isaac, and the Baton Rouge floods of 2016) and in the State of Texas and the City of Houston (Hurricane Harvey). We have helped address the challenges the State of New York has faced (COVID-19 and Superstorm Sandy), as well as the Government of Puerto Rico’s response and recovery efforts brought from the historic disasters, Hurricanes Irma and Maria. The Deloitte Crisis Management team has deep experience providing critical support to government agency clients throughout the grant management lifecycle; including establishing governance and reporting structures, developing policies and procedures, implementing supporting technology and accelerators, providing grant management technical assistance, performing financial accounting reconciliations and audits, executing subrecipient monitoring, facilitating grant closeout, and supporting responses to regulatory inquiries.

**WE HAVE A STRONG RELATIONSHIP WITH THE STATE OF FLORIDA**

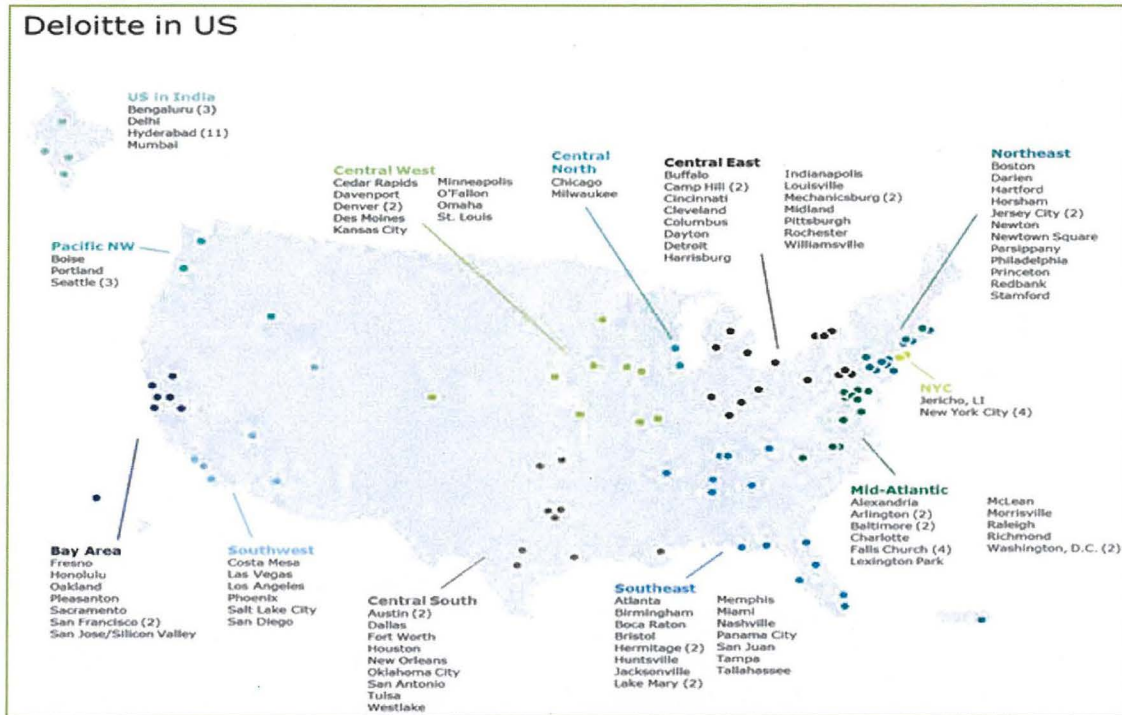
Deloitte has a long history of supporting the growth and economic development of the state of Florida. Deloitte has provided services to clients in the State of Florida for over 95 years including strategic consulting services to the Florida state government Department of Children and Families, Department of Revenue, Department of Financial Services, Agency for Health Care Administration as well as to higher education including Miami-Dade College and The Florida State University.

Our broad range of projects include enterprise resource planning cloud implementation, data governance model development, water infrastructure, personal information management system development, and child support enforcement recommendations. Highlights of Deloitte’s relevant impacts in Florida include:

<b>3,978</b> Florida-based Deloitte professionals	<b>4,052</b> Deloitte professionals working in Florida
<b>2,003</b> Florida college graduates at Deloitte	<b>169</b> Partners, Principals, and Managing Directors based in Florida
<b>6</b> Deloitte offices based in Florida	<b>16</b> Florida-based government entities doing business with Deloitte

## RECENT PROJECTS WITH THE STATE OF FLORIDA INCLUDE:

- Port of Miami Tunnel Public-Private Partnership (P3)
- Miami-Dade County Water Infrastructure Finance and Innovation Act (WIFIA) Application—Water and Wastewater Injection Well
- City of Miami—Resiliency Bond Management Strategy, Miami Forever Bond
- I-595 Widening / Managed Lanes (Florida Department of Transportation)
- Broward Health—Audit and other services
- Broward County Metropolitan Planning Organization—Smart Solutions and Smart Mobility Corridor Pilot
- Broward College—Management Consulting & Financial Advisory Services



## SIMILAR PROJECT EXPERIENCE

For more than thirty (30) years, and in connection to some of the largest disasters affecting the United States and its territories, Deloitte has played critical roles in serving clients who administer and receive federal funding. Our assistance has included helping clients develop their federal funding strategies, establish governance and reporting structures, define performance indicators, develop policies and procedures, implement supporting technologies and accelerators, provide financial management technical assistance, process requests for reimbursements, perform financial accounting activities, report on financial and programmatic performance, comply with subrecipient monitoring reviews, facilitate project closeouts, and facilitate responses to regulatory inquiries and audits.

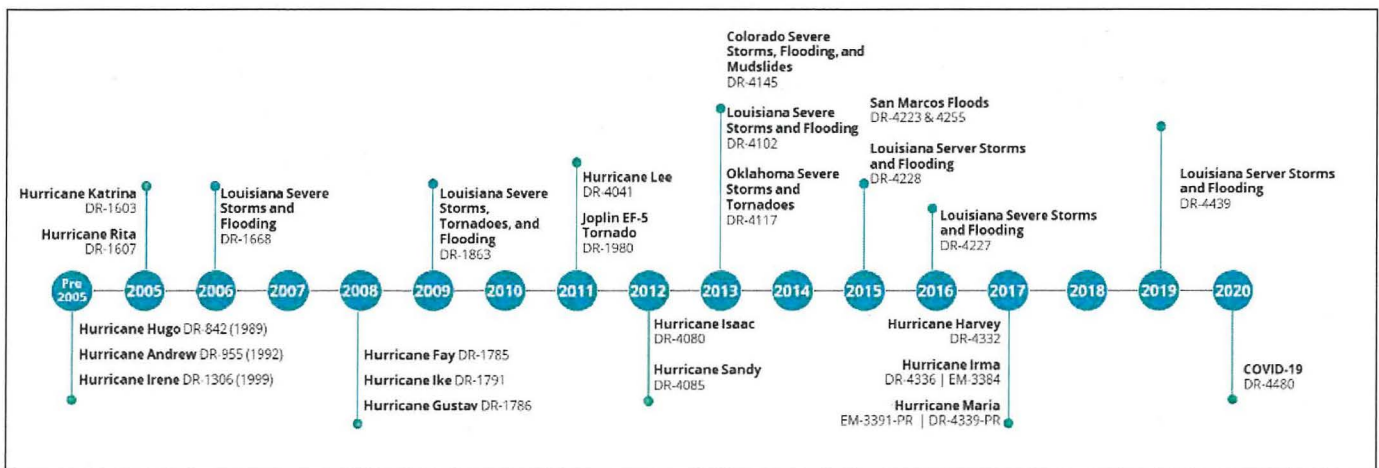


Figure 1: Deloitte Team's Federal funding assistance experience

Our extensive experience helping States and Local governments administer and oversee multi-billion-dollar federal assistance programs has been widely recognized and establishes Deloitte as a highly sought-after vendor across the country. Our work has won the praise of clients and regulators alike and helped clients not only achieve their program objectives effectively and efficiently but also helped enhance their credibility with federal, state and local stakeholders.

CLIENT	SERVICE DATE	DESCRIPTION
State of Louisiana – Governor’s Office of Homeland Security and Emergency Preparedness (GOHSEP)	2006 – Present	Design and implementation of governance, process, technology capabilities to administer and oversee more than \$16 billion in FEMA Public Assistance for Hurricanes Katrina, Rita, Gustav, Ike and multiple severe flooding and storms
Commonwealth of Puerto Rico, Central Office for Recovery, Reconstruction and Resilience (COR3)	2018–Present	Strategic advice, process design and implementation for the administration and oversight of FEMA PA funding for Hurricanes Irma and Maria
State of Texas Division of Emergency Management (TDEM)	2018–Present	Execution for federal grant administration and subrecipient technical assistance for FEMA PA funds related to Hurricane Harvey and COVID-19 pandemic
State of Colorado, Division of Homeland Security and Emergency Management (DHSEM)	2014–2017	Disaster recovery, grant management, and financial planning support to the finance and executive management team.

### STATE OF LOUISIANA

Deloitte has assisted GOHSEP in complying with federal and state regulations regarding the management and administration of Public Assistance funds related to Hurricanes Katrina, Rita, Gustav, Ike, and several other significant flooding events since 2006.

#### OUR SERVICES HAVE INCLUDED:

- Providing advice on enhancements to improve the effectiveness and efficiency of PA grant management
- Performing ongoing risk assessments to identify potential risk exposures and help improve internal controls using technology and monitoring of subrecipient activities
- Developing and implementing a subrecipient monitoring program and a grant closeout audit process
- Providing technical advice and assistance to subrecipients regarding maintenance of auditable documentation and support

Currently, our team serves as the Subrecipient Assistance Strike Team. In 2017, GOHSEP faced the challenge of aggressive closeout goals with accelerated metrics for closeout of large projects related to presidential declarations for Hurricanes Katrina, Rita, Gustav, Ike, and other severe storms and flooding in the State. These expectations represented a significant increase over their closeout production rates at the time; hence, the Deloitte Strike Team was deployed for GOHSEP’s high risk subrecipients to help:

- Identify and help resolve issues preventing closeout for open PWs
- Organize project expenses and supporting documentation to the satisfaction of all grant requirements in connection with open federally declared disasters
- Perform reconciliations to develop an audit-ready closeout file
- Prepare and submit closeout files to assist in the expedited and timely closeout of high risk subrecipient’s open projects to help GOHSEP meet its closeout goals

To date, Deloitte has embedded with high-risk subrecipients, working alongside their staff as well as their GOHSEP and third-party stakeholders. We have identified and resolved policy issues, gathered and compiled supporting documentation, and performed reconciliations to determine their final claim. We established a formal issue resolution committee to identify, track, monitor, and resolve closeout bottleneck issues.

Deloitte also performed remote analysis on additional subrecipients and provided remote assistance in identifying projects ready to be closed and identifying issues that can be resolved remotely to close those projects.

Deloitte also performed specific audits and compliance monitoring of select State of Louisiana subrecipients:

#### ST. BERNARD PARISH SHERIFF'S OFFICE ("SBSO")

- Reimbursement of Temporary Housing, Facilities and Contract Work – Through Deloitte's assistance, SBSO reconciled in interim housing costs across almost 300 invoices, identifying potential over reimbursements and unreimbursed costs, including a substantial level of possible overbilling by the vendor.
- Recoverability of Additional Payroll Expenditures – FEMA determined certain Force Account Labor and Force Account Equipment expenses were not eligible for reimbursement. Deloitte assisted SBSO in interpreting eligibility requirements and identifying eligible costs.

#### ST. BERNARD PARISH GOVERNMENT ("SBP")

Identification and Assistance of High-Risk Reimbursements – Deloitte assisted SBP with assessing risks in its current control, ultimately providing recommendations for a streamlined grants administration process. SBP was in the process of understanding its position on PA funds pertaining to Hurricanes Katrina and Rita. The primary goal of the engagement was to identify and assess high-risk PW reimbursements received from the State of Louisiana, which involved reconciling partial deobligations, cost and scope overruns, and version requests. Deloitte identified insurance payments associated with the PWs, calculated overpayments, estimated potential liabilities, and reviewed potential duplications of benefits to estimate the global liability SBP was carrying.

#### ST. JOHN THE BAPTIST PARISH GOVERNMENT ("SJB")

Subrecipient Audit Remediation Assistance – Deloitte was engaged to work with SJB and the State to support and assess approximately \$1M in costs questioned after an Office of Inspector General ("OIG") audit of Hurricane Ike-related PWs. Deloitte trained Parish personnel regarding the creation and maintenance of compliance documentation. At the end of this effort, SJB substantiated most of the questioned funds and pursued additional reimbursement of expenses not previously submitted, as well as positioned themselves for successful program fund closeout. As a result of this work, SJB asked Deloitte to replicate this process to address PWs related to Hurricane Gustav.

### COMMONWEALTH OF PUERTO RICO

#### CENTRAL OFFICE FOR RECOVERY, RECONSTRUCTION AND RESILIENCE (COR3)

Deloitte is currently acting as the Strategy and Compliance advisor for COR3 related to the federal grant funds received as they recover from Hurricanes Irma and Maria. The strategy and compliance services provided include: Strategy, Governance and Organizational Assistance, Policy & Procedure Development, Financial Management & Auditing, Reporting & Monitoring, and Closeout.

#### OTHER RESPONSIBILITIES INCLUDE:

- Developing policies, procedures, and guidance in compliance with the federal grant funds requirements as well as leading practices
- Establishing processes to evaluate compliance with federal and state grant requirements including compliance activities such as subrecipient monitoring and internal audit related activities
- Performing Stakeholder communication efforts related to the recovery efforts including facilitating and assisting in meetings and discussion of the recovery task force
- Developing a long-term strategy, courses of action, and recovery plan for the recovery efforts
- Performing finance activities related to the drawdown and disbursement of federal grant funds
- Developing and performing closeout activities
- Supporting Puerto Rico in reporting requirements related to the federal grant funds received
- Development of a PMO structure to monitor vendors and overall recovery
- Analytics to monitor project obligations and disbursements
- Evaluating the overall recovery organization and strategy for efficiency and effectiveness
- Developing financial models to evaluate short & long-term funding demands based on cost share strategies
- Developing the process to track and monitor state management costs incurred
- Establishing the framework for a stronger, more resilient Puerto Rico through the development of strategic visions for a sustainable recovery effort and implementation of an oversight infrastructure

- Monitoring the progress of recovery efforts across the agency including developing a Project Management Office (PMO) framework, coordinating resources, providing status reports, performing quality control, and recommending tools and technology to support these processes
- Assessing the capacity of Puerto Rico's resources to perform their activities, perform skills gap analysis, and prepare organizational effectiveness and workforce recruiting strategies
- Facilitating development of Courses of Action (COA) from the recovery plan to assist in creating an economic and disaster recovery plan for Puerto Rico by department
- Providing education and training relative to the recovery plan and COA implementation

## STATE OF TEXAS

### DIVISION OF EMERGENCY MANAGEMENT (TDEM)

#### STATE PA GRANT ADMINISTRATION AND MANAGEMENT FOR HURRICANE HARVEY AND COVID-19

Since 2018, and through multiple disaster declarations including Hurricane Harvey and the 2020 COVID-19 emergency, Deloitte has been engaged as a subcontractor to CohnReznick by TDEM to provide grant coordination, financial and programmatic compliance, technical assistance, and administration services to plan, organize, and monitor FEMA funded disaster awards under the PA and HMGP programs. This project has involved the largest implementation of the new FEMA Delivery Model to-date.

#### PROJECT IDENTIFICATION, FORMULATION AND OBLIGATION

Conducting subrecipient briefings and other outreach and training activities, to support processing of grant applications, formulation and obligation of projects, and monitoring both the programmatic and financial aspects of awarded projects.

#### **Program / Policy Guidance**

- Identifying and flagging potential duplicate service contracts and providing for fraud, waste, and abuse identification and remediation.
- Performing compliance reviews of subrecipient projects, which entails examining subrecipient support documentation for subgrant expenditures, evaluating compliance with relevant statutes, regulations, including Uniform Grant Guidance and grant agreements and report the results. Perform peer review analysis on projects assigned to other contractors or agency staff.
- Assisting in training Department staff and in conducting programmatic policy and procedure reviews.

#### REIMBURSEMENT AND PAYMENT PROCESSING

- Determining that deadlines are met, applications or other documentation are complete and correct before submission to federal authorities, monitoring activities are conducted in accordance with the project guidelines, and payment requests are promptly and correctly processed.
- Reviewing progress reports, payment requests, and provide guidance and assistance to grant recipients on documentation requirements and resolution of project related problems.

#### COMPLIANCE MONITORING AND REPORTING

- Performing compliance monitoring services including budget monitoring and project site inspections, document progress and completion of projects, determining causes for delays in project completion from established timelines, and deviations from the scope of work to facilitate procurement and contracting compliance.
- Providing reports related to assigned projects, by subrecipient, and by project.
- Providing subrecipient technical assistance to include the development of appropriate project financial controls and reports and training/assistance on use of applicable grants management applications.

## STATE OF COLORADO

### DIVISION OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT (DHSEM)

Deloitte was engaged by the State of Colorado Division of Homeland Security and Emergency Management (DHSEM) to provide disaster recovery, grant management, and financial planning support to their finance and executive management in response to the

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federally declared disaster FEMA-4145-DR. The severe storms, flooding, landslides, and mudslides of September 2013 affected more than 19 counties, resulting in more than \$467M in Requests for Public Assistance from 1,212 counties, cities, municipalities, NFPs, and state agency Subrecipients.

### **FINANCIAL AND RISK MODELING**

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Deloitte assisted the state in planning for a potential budget shortfall in their Disaster Emergency Fund (DEF) by documenting support to request budget appropriation based on the historical trending of the disaster recovery expenditures and considerations for future spending as per the disaster recovery lifecycle benchmarked by Deloitte.

We created a detailed financial recovery model for DHSEM which evaluated their current and future expenditures and revenue sources against the DEF and projected multiple scenarios of their financial position at the end of the projected recovery lifecycle. Each proposed scenario was based on the probability and timing of their DEF expense commitments and funding sources quantified by Deloitte which included grants, appropriations and reimbursements from both federal and state agencies.

The financial model enabled the state to anticipate the timing and extent of the budget shortfall and allowed them to quantify the impact of various proposed financial strategies to mitigate the shortfall. Deloitte also assisted the state in determining the feasibility and political implications of implementing various cost reduction and revenue maximization opportunities and provided programmatic and operational recommendations to help them meet their financial and operational goals.

Additionally, Deloitte created a risk model for DHSEM to reduce potential financial liabilities and non-compliance from its subrecipients. The risk model evaluated each subrecipient on a high/medium/low risk scale based on the applicant's financial reports, audit results, and other operational metrics collected during site visits.

### **REPORTING + COMMUNICATION**

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Deloitte established a quarterly reporting process for the State to collate and report the financial, operational and grant management metrics of its subrecipients as required by the FEMA PA program. Deloitte also assisted the state with their Annual Financial Reporting (AFR) process by implementing a framework to collect and analyze financial data to calculate the State's Incurred but Not Reported (IBNR) liability as per the programmatic mandates.

In addition to that, Deloitte formalized a communications plan for the State to enable timely collection of key information from its subrecipients to meet the FEMA quarterly reporting and CAFR deadlines.

### **FINANCE/ACCOUNTING + COMPLIANCE SUPPORT**

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Deloitte assisted DHSEM's Finance Section Chief in performing detailed account reconciliations between the State's accounting system and the grant management portal required to control and report on existing project and subrecipient liabilities and receivables. Our team analyzed discrepancies and data quality issues, recommended corrective actions to State accounting personnel, and offered accounting and programmatic insights and consultative support to DSHEM personnel in assessment activities.

To assist the State with maintaining compliance, our team was tasked to perform applicable eligibility reviews of subrecipient expenditures and associated supporting documentation. We implemented process improvements and standard operating procedures/checklists to review contracts, vendor procurements, purchasing documents, insurance settlements, and proof of payment documentation to meet stringent FEMA, State or local requirements.

In order to facilitate review of extensive Force Account Labor and Force Account Equipment documentation, we developed a proprietary tool which streamlined the review, reconciliation and comparison of Force Account requests.

Acting on behalf of DHSEM, the Deloitte Team provided FEMA PA technical assistance and training to Subrecipients on understanding and implementing grant programmatic requirements such as procurement, contracting, documentation and reporting of DAC, insurance, construction costs, repair costs, structural issues, architectural, engineering, hazard mitigation and cost-estimating services.





# DISASTER DEBRIS REMOVAL AND DISPOSAL MONITORING SERVICES



RFP No. 21-16 | March 30, 2021



## DISASTER DEBRIS REMOVAL AND DISPOSAL MONITORING SERVICES FOR BAY COUNTY, FL

### TAB 6 – PROJECT HISTORY

- 6.1 Experience Overview
- 6.2 Past Project Experience
- 6.3 Familiarity and Experience with FEMA's Public Assistance Program

#### SUBMITTED BY

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## 6.1 EXPERIENCE OVERVIEW

Rostan has a proven track record of providing disaster debris management services throughout the United States. The projects depicted below, all of which have been completed successfully, summarize our team's experience performing similar services since 2008.

2020	
<b>HURRICANE ZETA</b>	
<b>LOUISIANA</b>	<b>FEMA DR-4577</b>
City Park New Orleans	
<b>HURRICANE DELTA</b>	
<b>LOUISIANA</b>	<b>FEMA DR-4570</b>
West Feliciana Parish	
<b>HURRICANE LAURA</b>	
<b>LOUISIANA</b>	<b>FEMA DR-4559</b>
Cameron Parish	
<b>SEVERE STORMS</b>	
<b>IOWA</b>	<b>FEMA DR-4557</b>
City of Tama	City of State Center
City of Toledo	Tama Conservation Center
City of Gladbrook	
<b>HURRICANE ISAIAS</b>	
<b>NORTH CAROLINA</b>	<b>FEMA DR-4568</b>
Town of Carolina Beach	
2019	
<b>FLOODING</b>	
<b>LOUISIANA</b>	<b>FEMA DR-4462</b>
West Feliciana Parish	
<b>HURRICANE DORIAN</b>	
<b>SOUTH CAROLINA</b>	<b>FEMA DR-4464</b>
Charleston County	
<b>TORNADO</b>	
<b>TEXAS</b>	
City of Richardson	
2018	
<b>HURRICANE FLORENCE</b>	
<b>NORTH CAROLINA</b>	<b>FEMA DR-4393</b>
City of Lumberton	Town of Carolina Beach
<b>HURRICANE MICHAEL</b>	
<b>FLORIDA</b>	<b>FEMA DR-4399</b>
Liberty County	
2017	
<b>HURRICANE HARVEY</b>	
<b>TEXAS</b>	<b>FEMA DR-4332</b>
City of Kountze	City of Sour Lake
City of Lumberton	Hardin County
City of Orange	City of Piney Point Village
City of Rose Hill Acres	
<b>HURRICANE IRMA</b>	
<b>FLORIDA</b>	<b>FEMA DR-4337</b>
Broward County Public Schools	Coral Springs Improvement District
City of Belleair Beach	Martin County
City of Belleair Bluffs	New College of Florida
City of Coconut Creek	Sunshine Water Control District
City of Coral Springs	Town of Indian Shores
City of Dania Beach	Town of Palm Beach
City of Madeira Beach	Town of Redington Shores
City of North Port	Town of Sewall's Point
City of Port St. Lucie	Town of Windermere
City of St. Pete Beach	Village of Estero
City of Winter Springs	
<b>GEORGIA</b>	<b>FEMA DR-4338</b>
City of Garden City	City of Tybee Island
<b>SOUTH CAROLINA</b>	<b>FEMA DR-4346</b>
Charleston County	
<b>HURRICANE MARIA</b>	
<b>COMMONWEALTH OF PUERTO RICO</b>	<b>FEMA DR-4339</b>
USACE Jacksonville District/Xpert's Inc.	
Puerto Rico Department of Transportation and Public Works (DTOP)	
Municipality of Camuy, Puerto Rico	

2016	
<b>HURRICANE MATTHEW</b>	
<b>GEORGIA</b>	<b>FEMA DR-4284</b>
City of Garden City	
<b>FLORIDA</b>	<b>FEMA DR-4283</b>
City of Port St. Lucie	Town of Sewall's Point
Martin County	
<b>SOUTH CAROLINA</b>	<b>FEMA DR-4286</b>
Berkeley County	Charleston County
<b>FLOODING</b>	
<b>LOUISIANA</b>	<b>FEMA DR-4277</b>
Iberia Parish	
<b>TORNADO</b>	
<b>VIRGINIA</b>	
Essex County	
2015	
<b>FLOODING</b>	
<b>SOUTH CAROLINA</b>	<b>FEMA DR-4241</b>
Charleston County	
<b>ICE STORM</b>	
<b>TENNESSEE</b>	<b>FEMA DR-4211</b>
Cumberland County	White County
2014	
<b>ICE STORM</b>	
<b>GEORGIA</b>	<b>FEMA DR-4165</b>
Jenkins County	
2012	
<b>HURRICANE SANDY</b>	
<b>NEW YORK</b>	<b>FEMA DR-4085</b>
USACE NY District/ECC – City of New York	
USACE NY District/ECC – Fire Island	
<b>NEW JERSEY</b>	<b>FEMA DR-4086</b>
Borough of Bay Head	Borough of Sea Girt
Borough of Bernardsville	Borough of Tinton Falls
Borough of Highlands	NJDEP – Waterway Debris Monitoring
Borough of Keansburg	Township of Brick
Borough of Little Silver	Township of Hillside
Borough of Manasquan	Township of Hopewell
Borough of Ocean Gate	Township of Middletown
Borough of Point Pleasant Beach	Township of Old Bridge
Borough of Red Bank	Township of Readington
Borough of Roselle	
2011	
<b>HURRICANE IRENE</b>	
<b>VIRGINIA</b>	<b>FEMA DR-4024</b>
City of Williamsburg	York County
James City County	
<b>EF-5 TORNADO</b>	
<b>MISSOURI</b>	<b>FEMA DR-1980</b>
USACE KC District – City of Joplin	
<b>EF-5 TORNADO</b>	
<b>ALABAMA</b>	<b>FEMA DR-1971</b>
City of Birmingham	
2008	
<b>HURRICANE IKE</b>	
<b>TEXAS</b>	<b>FEMA DR-1791</b>
City of Humble	City of Piney Point Village
City of Nassau Bay	USACE Ft. Worth District – TxDOT
<b>LOUISIANA</b>	<b>FEMA DR-1792</b>
USACE New Orleans District – Cameron Parish	
USACE New Orleans District – Vermillion Parish	

## 6.2 PAST PROJECT EXPERIENCE

The Rostan team has extensive experience providing disaster recovery consulting services to federal, state and local governments. We believe in remaining involved with our clients until the recovery process is complete. We are humbled by and proud of our many long-term client relationships.

### DEBRIS MONITORING AND MANAGEMENT SERVICES CAMERON PARISH, LOUISIANA



HURRICANE LAURA: FEMA DR-4559 | STORM CATEGORY: 4

**PROJECT DATE** 2020–Present

**DEBRIS TYPES TRACKED** Construction & Demolition, Concrete, Electronic Waste, Hanging Limbs, Household Hazardous Waste, Leaning Trees, Marsh Grass, Small Engines, Stumps, Tires, Vegetative, White Goods

**QUANTITY MONITORED TO DATE** 1,312,178.80 CY / 29,180.00 LBS / 2,751 E-Waste Units  
1,165 Hangers / 794 Leaners / 234 Small Engines / 11 Stumps  
1,324 Tires / 3,923 White Goods

**CONTRACT AMOUNT** \$3,000,000.00 to Date

**PROJECT STATUS** Active

**ROSTAN PERSONNEL** Sam Rosania, Kyle Jones, Travis Mays, Jeff Cousins, Jordan Bryant, Christopher Bellavia, Devin Cerrato, Denise Jankauskas

**CONTACT** Katie Armentor, Parish Administrator  
Cameron Parish Police Jury  
148 Smith Circle, Cameron, LA 70631  
Tel: 337-775-2608  
Email: karmentor@cameronpj.org

On August 27, 2020, Hurricane Laura made landfall in Cameron Parish near peak intensity as a Category 4, tying a record for the strongest hurricane ever to make landfall in Louisiana. It was the 10th strongest hurricane landfall by windspeed in US history. The impacts to Cameron Parish were devastating. The entire Parish was without power for weeks, many months in some areas, and traditional communications were limited.



Cameron Parish is in the southwest corner of Louisiana along the Texas border. The Parish is relatively rural, with a population of approximately 6,900. However, at approximately 1,937 square miles, it is the third-largest Parish in Louisiana by land area. All areas of the Parish were severely affected by Hurricane Laura.

Rostan was contracted to provide debris monitoring services for Cameron Parish. This is an ongoing project. Thus far, Rostan has monitored more than 28,000 truckloads of debris totaling over 1,300,000 cubic yards (CY) collected from the ROW and hauled to 6 disposal facilities. Rostan has monitored the removal of nearly 2,000 hazardous trees and tree limbs, nearly 4,000 white goods, over 2,700 units of electronic waste, nearly 30,000 pounds of household hazardous waste, over 200 small engines, and over 1,300 tires. Rostan expects to manage and track the removal of an additional 150,000 CY of debris throughout the rest of the project.

**DEBRIS MONITORING AND MANAGEMENT SERVICES  
FLORIDA DEPARTMENT OF TRANSPORTATION (LIBERTY COUNTY, FLORIDA)**



<b>HURRICANE MICHAEL: FEMA DR-4559   STORM CATEGORY: 5</b>	
<b>PROJECT DATE</b>	2018-2019
<b>DEBRIS TYPES TRACKED</b>	Ash, Construction & Demolition, Hanging Limbs, Leaning Trees, Stumps, Vegetative
<b>QUANTITY MONITORED</b>	525,637.70 CY / 18,990 Hangers / 15,687 Leaners / 18 Stumps
<b>CONTRACT AMOUNT</b>	\$2,000,000.00
<b>PROJECT STATUS</b>	Complete
<b>ROSTAN PERSONNEL</b>	Sam Rosania, Travis Mays, Jeff Cousins, Christopher Bellavia, Devin Cerrato, Denise Jankauskas
<b>CONTACT</b>	Beverly Renae Sanders, P.E. Assistant District Construction Engineer, District Three Construction Florida Department of Transportation 1074 Highway 90, Chipley, Florida 32428 Tel: 850-330-1658 Email: renae.sanders@dot.state.fl.us

FDOT assumed administrative and financial responsibility for Liberty County following Hurricane Michael. Located in the Florida Panhandle and comprised of more than 840 square miles, the County is the least densely populated county in the State with slightly more than 8,000 residents. This, coupled with an extensive road network of nearly 1000 center-line miles, created a unique set of challenges. Within days of Hurricane Michael Rostan's management team was on the ground hiring monitors and certifying haul trucks. Nearly 100 local monitors were hired and trained, more than 525,000 cubic yards of debris collected, and more than 32,000 hazardous trees and limbs removed.



**DEBRIS MONITORING AND MANAGEMENT SERVICES  
TOWN OF WINDERMERE, FLORIDA**



<b>HURRICANE IRMA: FEMA DR-4337   STORM CATEGORY: 3</b>	
<b>PROJECT DATE</b>	2017
<b>DEBRIS TYPES TRACKED</b>	Vegetative
<b>QUANTITY MONITORED</b>	16,351.90 CY
<b>CONTRACT AMOUNT</b>	\$40,000.00
<b>CONTRACT STATUS</b>	Complete
<b>ROSTAN PERSONNEL</b>	Sam Rosania, Travis Mays, Jeff Cousins, Denise Jankauskas
<b>CONTACT</b>	Scott Brown, (former) Public Works Director 1600 Huntington Lane, Rockledge, FL 32955 Tel: 321-427-5683 Email: sbrown@cityofrockledge.org

The Town of Windermere is a quaint town in North-Central Florida near Orlando. Though small in geography, Windermere maintains an old-world feel with grand oaks lining many of the Town's original sand and shell streets. In the wake of Hurricane Irma, Rostan was contacted by the Town of Windermere, which did not have a standby debris monitoring contract. Hurricane Irma's winds caused extensive damage to the old-growth trees throughout the Town. Rostan was able to identify resources and respond to the Town's needs immediately. Our team monitored the removal of more than 16,000 cubic yards over the course of one month.

**DEBRIS MONITORING AND MANAGEMENT SERVICES  
MARTIN COUNTY, FLORIDA**



<b>HURRICANE IRMA: FEMA DR-4337   STORM CATEGORY: 3</b>	
<b>PROJECT DATE</b>	2017
<b>DEBRIS TYPES TRACKED</b>	Construction & Demolition, Mulch, Vegetative
<b>QUANTITY MONITORED</b>	204,007.30 CY
<b>CONTRACT AMOUNT</b>	\$700,000.00
<b>PROJECT STATUS</b>	Complete
<b>ROSTAN PERSONNEL</b>	Sam Rosania, Jeff Cousins, Denise Jankauskas
<b>HURRICANE MATTHEW: FEMA DR-4283   STORM CATEGORY: 3</b>	
<b>PROJECT DATE</b>	2016-2017
<b>DEBRIS TYPES TRACKED</b>	Mulch, Vegetative
<b>QUANTITY MONITORED</b>	187,973.20 CY
<b>CONTRACT AMOUNT</b>	\$550,000.00
<b>PROJECT STATUS</b>	Complete
<b>ROSTAN PERSONNEL</b>	Sam Rosania, Jeff Cousins, Denise Jankauskas
<b>CONTACT</b>	James Gorton, Deputy Director Public Works Department 2151 SE Aviation Way, Stuart, FL 34996 Tel: 772-219-4905 Email: jgorton@martin.fl.us

Following Hurricane Matthew in October of 2016 Rostan was activated to provide an array of debris management services including truck certification, debris contractor monitoring and documentation of ROW debris removal, debris reduction monitoring and management, debris management site oversight and daily operations reporting. Rostan was responsible for managing and monitoring the removal of 155,000 cubic yards of vegetative debris from the ROW in Martin County. Operations covered approximately 543 square miles of public ROW's. Rostan personnel were assigned to monitor and document work performed by contracted services at Hobe Sound DMS, as well

as to verify final disposition of mulch at the Mike Marburger Recycling Facility and the Citrus Grove site in St. Lucie County.



Optimized by HaulPass®, our automated debris management system, Rostan also provided timely reconciliation of contractor invoices. Rostan also provided Public Assistance program guidance consultations related to eligible reimbursements for the debris recovery operation. In addition, Rostan provided debris management site summary reports documenting the closure of the sites and consolidating the records necessary for FEMA reimbursement.

For the second year in a row, Martin County, FL suffered substantial damages from a hurricane when Hurricane Irma made landfall in September of 2017. Rostan deployed equipment and personnel immediately following the County's request to support debris removal operations. In total, more than 175,000 cubic yards of debris was collected from eligible ROWs.

**PUBLIC ASSISTANCE, GRANTS FUNDING, DEBRIS MONITORING AND MANAGEMENT SERVICES  
CITY OF NORTH PORT, FLORIDA**



**HURRICANE IRMA: FEMA DR-4337 | STORM CATEGORY: 3**

**PROJECT DATE** 2017

**DEBRIS TYPES TRACKED** Hanging Limbs, Leaning Trees, Mulch, Vegetative

**QUANTITY MONITORED** 63,542.00 CY / 675 Hangers / 6 Leaners

**CONTRACT AMOUNT** \$470,000.00

**PROJECT STATUS** Complete

**ROSTAN PERSONNEL** Sam Rosania, Travis Mays, Jeff Cousins, Adam Ferguson,  
Chris Bellavia, Denise Jankauskas

**CONTACT** Monica Bramble, Assistant Director  
Department of Public Works  
1100 N. Chamberlain Blvd., North Port, FL 34286  
Tel: 941-240-8060  
Email: mbramble@cityofnorthport.com

North Port, FL is a city of over 60,000 people and 100 square miles, located on the Southeastern border of Sarasota County. Following Hurricane Irma, North Port was left with hundreds of damaged, hazardous trees and nearly 50,000 cubic yards of vegetative debris littering their roadways. Awarded the City’s standby debris monitoring contract in 2014, Rostan, utilizing its proprietary HaulPass® Automated Debris Monitoring System (“ADMS”), served as the debris monitoring firm for the City—coordinating daily with both the hauling contractor and key City personnel to complete debris cleanup in 73 days. Following the cessation of debris operations, Rostan supported the City through the organization and submission project worksheets (“P.W.s”) for both “emergency” and “permanent” work under FEMA’s Public Assistance (“P.A.”) program. In addition, though outside the scope of Rostan’s engagement with the City, Rostan staff provided no-cost support to the City to help it secure an \$800,000.00 Hazard Mitigation Grant Program (“HMGP”) grant to purchase and install a backup emergency generator at its City Hall/Emergency Operations Center.



## 6.3 FAMILIARITY AND EXPERIENCE WITH FEMA'S PUBLIC ASSISTANCE PROGRAM

### REIMBURSEMENT PROGRAMS EXPERIENCE



As an integral part of disaster management consulting, Rostan provides financial consulting services to its clients as required to support the grant application and recovery process. Our proven experience with technical disaster recovery and strategy development and implementation is geared to maximize disaster funding assistance for clients. We understand the dynamics of disaster recovery financial planning, resource allocation, as well as the need for financial stability.

Over the years, we have sought and secured more than \$5 billion dollars in grant funding for our clients. This includes funding through FEMA's PA and HMGP programs, FHWA, HUD CDBG grants, HHS, and NRCS. We take great care to ensure that our data

collection and documentation efforts are secure, complete, and done in accordance with the guidance and policies of the appropriate funding agency. This includes continuing education efforts and ensuring that our decision-making personnel are up to speed with disaster-specific policies and guidance.

### REIMBURSEMENT PROGRAM EXAMPLES

The below table represents relevant projects which highlight Rostan's reimbursement programs experience:

CLIENT	PROJECT	DATE	DESCRIPTION	PROJECT COST
City of North Port, FL	Hurricane Irma FEMA DR-4337  Public Assistance, Grants Funding, and Debris Management Services	2017–Present	North Port, FL is a city of over 60,000 people and 100 square miles, located on the southeastern border of Sarasota County. Following Hurricane Irma, North Port was left with hundreds of damaged, hazardous trees and nearly 50,000 cubic yards of vegetative debris littering their roadways. Awarded the City's standby debris monitoring contract in 2014, Rostan, utilizing its proprietary HaulPass® Automated Debris Monitoring System ("ADMS"), served as the debris monitoring firm for the City—coordinating daily with both the hauling contractor and key City personnel to complete debris cleanup in 73 days. Following the cessation of debris operations, Rostan supported the City through the organization and submission project worksheets ("P.W.s") for both "emergency" and "permanent" work under FEMA's Public Assistance ("P.A.") program. In addition, though outside the scope of Rostan's engagement with the City, Rostan staff provided no-cost support to the City in helping it secure an \$800,000.00 Hazard Mitigation Grant Program ("HMGP") grant to purchase and install a backup emergency generator at its City Hall/Emergency Operations Center.	\$800,000



CLIENT	PROJECT	DATE	DESCRIPTION	PROJECT COST
Group Health Cooperative of South Central Wisconsin	Severe Storms, Tornadoes, Straight-Line Winds, Flooding & Landslides FEMA DR-4402  Public Assistance and Related FEMA Program Support	2018–Present	The Group Health Cooperative of South Central Wisconsin (“GHC-SCW”) operates a six-facility medical care cooperative in the Madison/Dane County, Wisconsin area. In August of 2018, heavy rain and thunderstorms caused flooding that severely damaged one of GHC-SCW’s medical facilities, completely inundating the lowest floor of the building and resulting in the loss of all equipment, supplies, and infrastructure in that area. Rostan’s team coordinated closely with GHC-SCW’s Compliance Department and leadership to organize an approach to submitting GHC-SCW’s damage and costs to FEMA’s Public Assistance (“P.A.”) program that resulted in the construction of a new, above-ground wing of the facility and the mitigation of several key mechanical, electrical, and other critical functions. Rostan also drafted several justification packages to successfully advocate for nearly \$2,000,000.00 in replacement and upgraded medical equipment as well as the reimbursement of over \$750,000.00 in emergency remediation costs initially deemed ineligible for FEMA funding. The final administrative aspects of the project are slated to be completed by July of 2020.	\$8,900,000
Texas City Independent School District, Texas City, TX	Hurricane Harvey FEMA-DR-4332  Public Assistance, Grants Funding, and Related FEMA Program Support	2017–Present	Texas City Independent School District has 14 schools and nearly 9,000 students in 78.31 square miles of La Marque and Texas City. In August 2017, Texas sustained hurricane-force winds and heavy rains for a record number of days. Hurricane Harvey made landfall, causing coastal storm surge, flooding rivers and destroying homes, businesses, public and critical infrastructure as well as roads and bridges across central and southern Texas. Engaged by TCISD, Rostan monitored the remediation contractor to facilitate the emergency protective measures required for stabilization of the three LaMarque schools flooded during the Hurricane impacts. Rostan is providing expert guidance relating to the FEMA Public Assistance (PA) program and the FEMA 404 Hazard Mitigation Grant Program (HMGP). Rostan is also providing grant accounting and administrative support with regard to disaster grants pursuits and reimbursement. Rostan works closely with the TCISD Public Adjuster to ensure that FEMA and Insurance claims are coordinated, and appropriate funding is obtained for eligible costs.	\$23,000,000
City of Brenham, TX	Severe Storms and Flooding FEMA DR-4269, FEMA DR-4272 Hurricane Harvey FEMA DR-4332  Public Assistance, Hazard Mitigation, and FEMA Appeal Support	2018–2019	Rostan was procured by the City of Brenham, Texas to assist with three open Stafford Act Declarations where over 25 individual projects were stalled with little to no momentum. Rostan’s Technical Services team quickly and efficiently immersed themselves in the City’s Public Assistance (“P.A.”) project workseets (“P.W.s”) and developed a plan of action for the City to review and provide comment. Following City approval, Rostan’s team strategically categorized the City’s P.W.s in a triage-based approach to resolution. Working together, the City and Rostan negotiated with FEMA to initially achieve incremental gains, and ultimately, favorable resolutions for several critical City P.W.s across multiple disaster declarations. Rostan and the City successfully utilized the FEMA P.A. Appeals Process to recover funds on multiple projects, and where P.A. funding wasn’t achievable, Rostan’s team rehabilitated Benefit-Cost Analyses (“BCAs”) for three different projects diverted to the Hazard Mitigation Grant Program (“HMGP”), securing over \$1.2 million in federal disaster recovery funds for waste water and flood control hazard mitigation. The City and Rostan continue to engage and collaborate with FEMA and the Texas Division of Emergency Management (“TDEM”) on over \$2.5 million dollars in pending funding requests.	\$3,500,000





# DISASTER DEBRIS REMOVAL AND DISPOSAL MONITORING SERVICES



RFP No. 21-16 | March 30, 2021



## DISASTER DEBRIS REMOVAL AND DISPOSAL MONITORING SERVICES FOR BAY COUNTY, FL



### TAB 7 – PRICING



#### SUBMITTED BY

##### **ROSTAN SOLUTIONS, LLC**

3433 Lithia Pinecrest Road  
Suite 287

Valrico, Florida 33596

Sam Rosania, Exec. Vice President

Office: 813.333.7042

Mobile: 813.505.1313

Fax: 813.333.7330

Email: [srosania@rostan.com](mailto:srosania@rostan.com)

Website: [www.rostan.com](http://www.rostan.com)



## TAB 7: PRICING

<b>PRICE SCHEDULE</b>				
ITEM #	POSITION	ESTIMATED PROJECT HOURS*	HOURLY RATE	EXTENDED COST
1	On-Site Project Manager	112	\$74.00	\$8,288.00
2	Debris Monitoring Field Supervisor	336	\$44.00	\$14,784.00
3	Debris Loading Site Monitors	840	\$34.50	\$28,980.00
4	Debris Tower/Site Monitors	840	\$33.00	\$27,720.00
5	Clerical/Data Entry Supervisor	40	\$30.00	\$1,200.00
6	Clerical/Data Entry Clerk	250	\$0.00	\$0.00
<b>Total Estimated Project Cost (for evaluation purposes only)</b>				\$80,972.00

### List other positions proposed and hourly rate (indicated if required or as-requested)

ITEM #	POSITION	HOURLY RATE	REQUIRED POSITION	AS REQUESTED
1	Operations Manager	\$64.00	X	
2	FEMA Specialist	\$110.00		X
3	Grant Consultant	\$135.00		X
4	Data Manager	\$60.00	X	

### Identify added value benefits (pro bono) related to debris monitoring that your firm will provide

ITEM #	DESCRIPTION
1	Annual meeting/planning
2	Debris Management Plan review / update
3	DMS site analysis and pre-approval assistance





# DISASTER DEBRIS REMOVAL AND DISPOSAL MONITORING SERVICES



RFP No. 21-16 | March 30, 2021



## DISASTER DEBRIS REMOVAL AND DISPOSAL MONITORING SERVICES FOR BAY COUNTY, FL

### TAB 8 – REQUIRED ADDITIONAL FORMS

- Proposal Form
- Addendum Acknowledgement
- Anti-Collusion Clause
- Conflict of Interest
- Drug Free Workplace
- Waiver of Exemption of Meetings/Presentations
- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- Certification Regarding Lobbying

#### SUBMITTED BY

**ROSTAN SOLUTIONS, LLC**  
 3433 Lithia Pinecrest Road  
 Suite 287  
 Valrico, Florida 33596  
 Sam Rosania, Exec. Vice President  
 Office: 813.333.7042  
 Mobile: 813.505.1313  
 Fax: 813.333.7330  
 Email: srosania@rostan.com  
 Website: www.rostan.com



**REVISED PROPOSAL FORM**  
**RFP 21-16**

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

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

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


Submitted By: Rostan Solutions, LLC  
Name of Firm/Contractor Submitting This Bid

Bid Prepared By: Sam Rosania, Executive Vice President  
Name of Individual Who Prepared This Bid

Contact Email: srosania@rostan.com

Address: 3433 Lithia Pinecrest Road, Suite 287, Valrico, FL 33596

Phone: 813-333-7042 | Mobile: 813-505-1313

  
\_\_\_\_\_  
Signature of Authorized Representative of Firm/Contractor

3/26/2021  
\_\_\_\_\_  
Date

SEAL: (If bid is by Corporation)

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


**PRICE SCHEDULE**

<b>Item #</b>	<b>Position</b>	<b>Estimated Project Hours*</b>	<b>Hourly Rate</b>	<b>Extended Cost</b>
1	On-Site Project Manager	112	\$74.00	\$8,288.00
2	Debris Monitoring Field Supervisor	336	\$44.00	\$14,784.00
3	Debris Loading Site Monitors	840	\$34.50	\$28,980.00
4	Debris Tower Site Monitors	840	\$33.00	\$27,720.00
5	Clerical/Data Entry Supervisor	40	\$30.00	\$1,200.00
6	Clerical/Data Entry Clerk	250	\$0.00	\$0.00
Total Estimated Project Cost (for evaluation purposes only)				\$80,972.00
<b>List other positions proposed and hourly rate (indicated if required or as-requested)</b>				
<b>Item #</b>	<b>Position</b>	<b>Hourly Rate</b>	<b>Required Position ✓</b>	<b>As Requested ✓</b>
1	Operations Manager	\$64.00	X	
2	FEMA Specialist	\$110.00		X
3	Grant Consultant	\$135.00		X
4	Data Manager	\$60.00	X	
<b>Identify added value benefits (pro bono) related to debris monitoring that your firm will provide</b>				
<b>Item #</b>	<b>Description</b>			
1	Annual meeting/planning			
2	Debris Management Plan review/update			
3	DMS site analysis and pre-approval assistance			

**ADDENDUM ACKNOWLEDGEMENT**

I acknowledge receipt of the following addenda:

ADDENDUM NO. 1 DATED 3/22/2021  
ADDENDUM NO. 2 DATED 3/22/2021  
ADDENDUM NO. \_\_\_\_\_ DATED \_\_\_\_\_  
ADDENDUM NO. \_\_\_\_\_ DATED \_\_\_\_\_  
ADDENDUM NO. \_\_\_\_\_ DATED \_\_\_\_\_


Name of Firm: Rostan Solutions, LLC  
Authorized Signature:   
Printed Name: Sam Rosania  
Title: Executive Vice President  
Date: 3/26/2021

**It is the responsibility of the firm to ensure that they have received addendums if issued. Call (850) 248-8270 or email [purchasing@baycountyfl.gov](mailto:purchasing@baycountyfl.gov) prior to submitting your Proposal to ensure that you have received addendums.**

## ANTI-COLLUSION CLAUSE

Firm certifies that their response is made without prior understanding, agreement or connection with any Corporation, Firm or person submitting a response for the same services and is in all respects fair and without collusion or fraud.

Name of Firm: Rostan Solutions, LLC

Authorized Signature: 

Printed Name: Sam Rosania

Title: Executive Vice President

Date: 3/26/2021

## CONFLICT OF INTEREST DISCLOSURE FORM

For purposes of determining any possible conflict of interest, all firms, must disclose if any Bay County Board of County Commissioner(s), employee(s), elected officials(s), of if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their firm.

Indicate either "yes" (a county employee, elected official, or agency is also associated with your firm), or "no". If yes, give person(s) name(s) and position(s) with your firm.

YES \_\_\_\_\_

NO   X   \_\_\_\_\_

**NAME(S)**

N/A

**POSITION(S)**

N/A

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Name of Firm:                     Rostan Solutions, LLC                    

Authorized Signature:                                         

Printed Name:                     Sam Rosania                    

Title:                     Executive Vice President                    

Date:                     3/26/2021



## DRUG FREE WORKPLACE

To have a drug-free workplace program, a business shall:

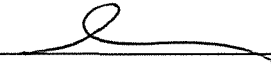
1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about 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 employees 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 an 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 the following:

(Check one and sign in the space provided.)

This firm complies fully with the above requirements.

This firm does not have a drug free work place program at this time.

Name of Firm: Rostan Solutions, LLC  
Authorized Signature:   
Printed Name: Sam Rosania  
Title: Executive Vice President

## WAIVER OF EXEMPTION OF MEETINGS/PRESENTATIONS

Pursuant to section 286.0113(2), Fla. Stat. (2011), any portion of a meeting at which a negotiation with a vendor is conducted pursuant to a competitive solicitation, at which a vendor makes an oral presentation as part of a competitive solicitation, or at which a vendor answers questions as part of a competitive solicitation is exempt from public meeting requirements. The County encourages transparent and open meetings and decision-making but will honor any request by a Firm to maintain the exemptions provided by section 286.0113(2).

Please indicate your preference regarding any meetings at which you may provide an oral presentation or answer questions regarding your submittal or at which negotiations may be conducted:

  X    
exempt

**Waive** all requirements to keep such meetings and negotiations from public meeting laws.

        
exempt

**Maintain** all requirements to keep such meetings and negotiations from public meeting laws.

**INDICATE WAIVE OR MAINTAIN, HOWEVER DO NOT SIGN THIS FORM**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND  
VOLUNTARY EXCLUSION**

**Contractor Covered Transactions**

(1) The prospective contractor of the Recipient, Rostan Solutions, LLC, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the Recipient's contractor is unable to certify to the above statement, the prospective contractor shall attach an explanation to this form.

CONTRACTOR:

Rostan Solutions, LLC

By  \_\_\_\_\_  
Signature

Sam Rosania, Executive Vice President  
Name and Title

3433 Lithia Pinecrest Road, Suite 287  
Street Address

Valrico, FL 33596  
City, State, Zip

3/26/2021  
Date

Bay County Board of County Commissioners  
Recipient's Name

\_\_\_\_\_  
Division Contract Number

\_\_\_\_\_  
FEMA Project Number

**APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING**  
**Certification for Contracts, Grants, Loans, and Cooperative Agreements**  
(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Rostan Solutions, LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

  
\_\_\_\_\_  
Signature of Contractor's Authorized Official

Sam Rosania, Executive Vice President  
\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

3/26/2021  
\_\_\_\_\_  
Date

**LAKE POWELL  
RESIDENTIAL GOLF  
COMMUNITY DEVELOPMENT DISTRICT**

**9**

**LAKE POWELL RESIDENTIAL GOLF  
COMMUNITY DEVELOPMENT DISTRICT  
FINANCIAL STATEMENTS  
UNAUDITED  
APRIL 30, 2022**

**LAKE POWELL RESIDENTIAL GOLF  
COMMUNITY DEVELOPMENT DISTRICT  
BALANCE SHEET  
GOVERNMENTAL FUNDS  
APRIL 30, 2022**

	General Fund	Debt Service Fund Series 2012	Total Funds
<b>ASSETS</b>			
Operating accounts			
BB&T	\$ 156,907	\$ -	\$ 156,907
Wells Fargo - operating	723,726	-	723,726
Centennial Bank	257,157	-	257,157
FineMark			
Designated - stormwater compliance	127,064	-	127,064
Undesignated	121,747	-	121,747
FineMark - ICS	738,106	-	738,106
Investments			
Revenue	-	282,739	282,739
Reserve	-	198,913	198,913
Prepayment A	-	37,120	37,120
Interest	-	85,844	85,844
Due from governmental funds			
General fund	-	20,704	20,704
Deposits	1,705	-	1,705
Total assets	<u>\$ 2,126,412</u>	<u>\$ 625,320</u>	<u>\$ 2,751,732</u>
<b>LIABILITIES &amp; FUND BALANCES</b>			
Liabilities:			
Accounts payable on-site	\$ 1,275	\$ -	\$ 1,275
Due to governmental funds			
Debt service	20,704	-	20,704
Total liabilities	<u>21,979</u>	<u>-</u>	<u>21,979</u>
Fund balances:			
Committed			
Disaster	250,000	-	250,000
District bridge projects	100,000	-	100,000
Road project 2022	150,000	-	150,000
Stormwater system upgrades	50,000	-	50,000
Restricted for:			
Debt service	-	625,320	625,320
Assigned to:			
3 months working capital	248,575	-	248,575
Unassigned	1,305,858	-	1,305,858
Total fund balances	<u>2,104,433</u>	<u>625,320</u>	<u>2,729,753</u>
Total liabilities and fund balances	<u>\$ 2,126,412</u>	<u>\$ 625,320</u>	<u>\$ 2,751,732</u>

**LAKE POWELL RESIDENTIAL GOLF  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
APRIL 30, 2022**

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy	\$ -	\$ 613,337	\$ 670,801	91%
Interest & miscellaneous	67	268	1,000	27%
Revenue certificates	-	22,987	-	N/A
Total revenues	<u>67</u>	<u>636,592</u>	<u>671,801</u>	95%
<b>EXPENDITURES</b>				
<b>Administrative</b>				
Supervisors	646	4,737	5,000	95%
Management	2,596	18,173	31,153	58%
Accounting	918	6,424	11,012	58%
Assessment roll prep	1,209	8,464	14,510	58%
Audit	-	7,500	7,500	100%
Legal	-	3,580	12,000	30%
Engineering	-	2,150	13,280	16%
Postage	149	515	1,775	29%
Telephone	88	613	1,050	58%
Website maintenance	705	705	750	94%
Insurance	-	7,135	7,500	95%
Printing and binding	125	875	1,500	58%
Legal advertising	-	391	2,500	16%
Other current charges	70	453	1,200	38%
Office supplies	-	-	500	0%
Special district annual fee	-	-	175	0%
Trustee	-	-	7,431	0%
Arbitrage	-	-	1,200	0%
Dissemination agent	83	583	1,000	58%
ADA website compliance	-	-	210	0%
Total administrative	<u>6,589</u>	<u>62,298</u>	<u>121,246</u>	51%



**LAKE POWELL RESIDENTIAL GOLF  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
APRIL 30, 2022**

	Current Month	Year to Date	Budget	% of Budget
<b>Security</b>				
Contractual rangers	17,719	75,409	153,000	49%
Total security	<u>17,719</u>	<u>75,409</u>	<u>153,000</u>	49%
<b>Lake wetland &amp; upland monitoring</b>				
Mitigation and monitoring				
Prescribed fires and gyro mulching	-	-	46,050	0%
Ecologist	10,785	27,920	57,980	48%
Total lake wetland & upland monitoring	<u>10,785</u>	<u>27,920</u>	<u>104,030</u>	27%
<b>Roadway services</b>				
Roadway repairs and maintenance	(19,775)	5,050	63,700	8%
Roadway resurfacing	-	-	400,000	0%
Bridge repairs and maintenance	19,775	19,775	50,000	40%
Total roadway services	<u>-</u>	<u>24,825</u>	<u>513,700</u>	5%
<b>Stormwater management</b>				
Operations	-	-	17,250	0%
Pond aeration	2,650	8,553	30,000	29%
Electricity - lift stations	(765)	140	600	23%
Stormwater system repairs	-	5,750	18,000	32%
Total stormwater management	<u>1,885</u>	<u>14,443</u>	<u>65,850</u>	22%
<b>Other charges</b>				
Tax collector	-	12,267	13,975	88%
Total other charges	<u>-</u>	<u>12,267</u>	<u>13,975</u>	88%
Total expenditures	<u>36,978</u>	<u>217,162</u>	<u>971,801</u>	22%
Excess/(deficiency) of revenues over/(under) expenditures	(36,911)	419,430	(300,000)	
Fund balances - beginning	<u>2,141,344</u>	<u>1,685,003</u>	<u>1,511,302</u>	
Fund balances - ending				
Committed				
Disaster	250,000	250,000	250,000	
District bridge projects	100,000	100,000	100,000	
Road projects	150,000	150,000	150,000	
Storm system upgrades	50,000	50,000	50,000	
Assigned				
3 months working capital	248,575	248,575	248,575	
Unassigned	1,305,858	1,305,858	412,727	
Fund balances - ending	<u><u>\$2,104,433</u></u>	<u><u>\$2,104,433</u></u>	<u><u>\$1,211,302</u></u>	

**LAKE POWELL RESIDENTIAL GOLF  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
APRIL 30, 2022**

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy	\$ -	\$ 393,173	\$ 430,016	91%
Special assessment - direct bill	-	360	-	N/A
Interest	4	17	-	N/A
Assessment prepayments	-	12,600	-	N/A
Total revenues	<u>4</u>	<u>406,150</u>	<u>430,016</u>	94%
<b>Debt service</b>				
Principal	-	215,000	215,000	100%
Principal prepayment	-	10,000	-	N/A
Interest	-	91,763	177,881	52%
Total debt service	<u>-</u>	<u>316,763</u>	<u>392,881</u>	81%
<b>Other charges</b>				
Tax collector	-	7,862	8,959	88%
Total other charges	<u>-</u>	<u>7,862</u>	<u>8,959</u>	88%
Total expenditures	<u>-</u>	<u>324,625</u>	<u>401,840</u>	81%
Excess/(deficiency) of revenues over/(under) expenditures	4	81,525	28,176	
Fund balance - beginning	625,316	543,795	573,429	
Fund balance - ending	<u>\$ 625,320</u>	<u>\$ 625,320</u>	<u>\$ 601,605</u>	

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

Date	Principal	Interest Rate	Interest	Total Principal & Interest
11/01/2021	215,000.00	5.250%	92,912.50	307,912.50
05/01/2022	-	-	87,268.75	87,268.75
04/30/2022	225,000.00	5.250%	87,268.75	312,268.75
05/01/2023	-	-	81,362.50	81,362.50
11/01/2023	235,000.00	5.750%	81,362.50	316,362.50
05/01/2024	-	-	74,606.25	74,606.25
11/01/2024	250,000.00	5.750%	74,606.25	324,606.25
05/01/2025	-	-	67,418.75	67,418.75
11/01/2025	265,000.00	5.750%	67,418.75	332,418.75
05/01/2026	-	-	59,800.00	59,800.00
11/01/2026	280,000.00	5.750%	59,800.00	339,800.00
05/01/2027	-	-	51,750.00	51,750.00
11/01/2027	300,000.00	5.750%	51,750.00	351,750.00
05/01/2028	-	-	43,125.00	43,125.00
11/01/2028	315,000.00	5.750%	43,125.00	358,125.00
05/01/2029	-	-	34,068.75	34,068.75
11/01/2029	330,000.00	5.750%	34,068.75	364,068.75
05/01/2030	-	-	24,581.25	24,581.25
11/01/2030	355,000.00	5.750%	24,581.25	379,581.25
05/01/2031	-	-	14,375.00	14,375.00
11/01/2031	370,000.00	5.750%	14,375.00	384,375.00
05/01/2032	-	-	3,737.50	3,737.50
11/01/2032	130,000.00	5.750%	3,737.50	133,737.50
<b>Total</b>	<b>\$ 3,270,000.00</b>		<b>\$ 1,177,100.00</b>	<b>\$ 4,447,100.00</b>

**LAKE POWELL RESIDENTIAL GOLF  
COMMUNITY DEVELOPMENT DISTRICT  
RECONCILIATION OF STORMWATER COMPLIANCE MONIES  
APRIL 30, 2022**

<b>Beginning balance</b>		\$ 218,317.74
Kossen		
Invoice #54115	(8,040.75)	
Invoice #55223	(8,040.75)	
Invoice #55961	(8,040.75)	
Invoice #55964	<u>(3,233.00)</u>	(27,355.25)
Panhandle Engineering		
Invoice #60503-1/19	(1,450.00)	
Invoice #60503-1/20	(2,900.00)	
Invoice #60521/01	(1,800.00)	
Invoice #60521/02	(500)	
Invoice #60521/03	(1,000)	
Invoice #60521/04	(500)	
Invoice #60521/07	(3,500)	
Invoice #60521/08	(8,835)	
30-Apr-22	(39,289)	
Invoice #60521/11	<u>(2,000)</u>	(61,774.00)
The Service House		
Invoice #60396	(291.69)	
Invoice #60397	<u>(291.69)</u>	(583.38)
Shark's Tooth Golf Club		
Invoice #60947	(3,180.00)	
Credit memo #63609	<u>908.46</u>	(2,271.54)
Interest income	848.51	
Bank charges	<u>(118.34)</u>	730.17
Remaining available monies		<u><u>\$ 127,063.74</u></u>

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

Payment Date	Property Location	Water	Sewer	Total	Balance Due	WO #
					232,615.41	
3/23/2006	TURTLE COVE CIR, 209	215.69	826.32	1,042.01		7951
	SALAMANDER TRL, 1401-1407	813.20	2,915.47	3,728.67		7984
	SALAMANDER TRL, 1409-1415	813.20	2,915.47	3,728.67		7985
	SALAMANDER TRL, 1417-1423	813.20	2,915.47	3,728.67		7986
	SALAMANDER TRL, 1400-1406	813.20	2,915.47	3,728.67		8962
	SALAMANDER TRL, 1408-1414	813.20	2,915.47	3,728.67		8963
	SALAMANDER TRL, 1416-1422	813.20	2,915.47	3,728.67		8964
	MATCH PT LN, 1506-10 12-16 13-15	1,900.30	7,090.55	8,990.85	200,210.54	8968
5/15/2006	WILD HERON WAY, 823	217.00		217.00		8072
	WILD HERON WAY, 1436	68.20	311.36	379.56	199,613.98	8084
8/3/2006	TURTLE COVE, 300	647.06	894.25	1,541.31	198,072.67	8097
9/13/2006	BAYFLOWER , 1619 LOT B1-10	313.10	1,146.38	1,459.48	196,613.19	8276
7/30/2007	MARSH RABBIT RUN, 22105	294.50	976.54	1,271.04		8431
	GREEN TURTLE LN, 3306	464.48	962.39	1,426.87		8535
30-Apr-22	SALAMANDER TR, 1518 1532	616.90	2,137.07	2,753.97		8570
	SALAMANDER TR, 1562 60 64 70	778.10	2,589.96	3,368.06	187,793.25	8595
1/9/2012	SALAMANDER TR, 1516	226.30	835.02	1,061.32		10138
	SALAMANDER TR, 1530	179.80	622.72	802.52		10139
	SALAMANDER TR, 1534	179.80	622.72	802.52	185,126.89	10140
2/17/2012	LOST COVE, 1721	179.80	622.72	802.52		10249
6/29/2012	SHARKSTOOTH TRL, LOT AV-9	226.30	835.02	1,061.32	183,263.05	10364
7/16/2012	SALAMANDER TRL, 1522	226.30	835.02	1,061.32		10374
	SALAMANDER TRL, 1546	226.30	835.02	1,061.32		10375
	SALAMANDER TRL, 1566	226.30	835.02	1,061.32		10376
7/23/2012	PROSPECT PROMENADE, 1206	226.30	835.02	1,061.32	179,017.79	10381
12/18/2012	LITTLE HAWK DR, 1515	182.90	636.88	819.78		10509
12/20/2012	LOST COVE LN, 1608	260.40	905.78	1,166.18		10511
1/28/2013	SALAMANDER TRL, 1335	170.50	580.27	750.77		10536
2/4/2013	SALAMANDER TRL, 1501	143.79	498.06	641.85		10541
2/4/2013	SKIMMER CT, 1702	176.02	645.21	821.23		10542
2/4/2013	SKIMMER CT, 1710	143.79	498.06	641.85		10544
2/11/2013	SKIMMER CT, 1715	195.30	693.49	888.79		10551
2/11/2013	SALAMANDER TRL, 1116	170.50	580.27	750.77		10552
2/11/2013	SALAMANDER TRL, 1503	170.50	580.27	750.77		10553
2/25/2013	SKIMMER CT, 1709	210.80	764.25	975.05	171,785.83	10559
3/20/2013	SKIMMER CT, 1711	195.30	693.49	888.79		10598
4/22/2013	SKIMMER CT, 1713	155.00	509.50	664.50		10644
5/15/2013	WILD HERON, LOT A1-34	347.20	1,245.45	1,592.65	167,664.85	10669
7/23/2013	SKIMMER CT, 1704	155.00	509.50	664.50	167,000.35	10717
4/4/2014	SHARKSTOOTH TRL, 1602	300.70	1,004.85	1,305.55		10874
	MEADOWLARK WAY, 1603	260.40	905.78	1,166.18		10875
	SKIMMER CT. 1071	186.00	651.03	837.03		10879
	DUNE LAKE TRL, 1523	210.80	764.25	975.05		10969
	SKIMMER CT, 1706	195.30	693.49	888.79		11071
	SMIMMER CT, 1703	155.00	509.50	664.50		11072
	TURTLEBACK TRL, 1416	155.00	509.50	664.50		11073

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

<b>Payment Date</b>	<b>Property Location</b>	<b>Water</b>	<b>Sewer</b>	<b>Total</b>	<b>Balance Due</b>	<b>WO #</b>
	LITTLE HAWK DR, 1505	210.80	764.25	975.05		11080
	SKIMMER CT, 1707	195.30	693.49	888.79	158,634.93	11082
6/3/2014	LITTLE HAW LN, 1511	179.80	622.72	802.52		11095
	SHARKS TOOTH TRL, 1601	195.30	693.49	888.79		11134
	SKIMMER CT, 1705	155.00	509.50	664.50	156,279.12	11135
8/5/2014	LOST COVE LN, 1723	195.30	693.49	888.79		11189
	LOST COVE LN, 1732	204.60	735.95	940.55	154,449.79	11223
10/24/2014	LITTLE HAWK LN, 1501	204.60	735.95	940.55		11259
	EGRET LN, 1408	204.60	735.95	940.55		11260
	MEADOWLARK WAY, 1618	266.60	905.78	1,172.38		11277
	LITTLE HAWK LBM 1507	195.31	693.49	888.80		11304
	TURTLE BACK TRL, 22703	285.20	1,019.00	1,304.20		11315
	W WATEROAK BEND, 1214	241.80	905.78	1,147.58		11362
	SALAMANDER TRL, 1520	229.40	849.17	1,078.57	146,977.18	11370
2/12/2015	LITTLE HAWK LN, 1512	210.80	764.25	975.05		11422
	EGRET CT, 1406	210.80	764.25	975.05	145,027.08	11423
6/15/2015	FOX GLEN TRACE, 22207	241.80	905.78	1,147.58		11584
	LITTLE HAWK LN, 1503	235.60	877.47	1,113.07		11587
	LITTLE HAWK LN, 1509	285.20	1,103.92	1,389.12		11622
	SALAMANDER TRL, 1301	155.00	509.50	664.50		11632
	SKIMMER CT, 1708	176.70	608.57	785.27		11666
	SHARKS TOOTH TRL, 1607	193.38	724.45	917.82	139,009.73	11696
03/23/16	CITY OF PANAMA CITY	0.00	0.00	865.60	138,144.13	11698
05/30/16	CITY OF PANAMA CITY	0.00	0.00	743.49	137,400.64	
06/24/16	CITY OF PANAMA CITY	0.00	0.00	52,013.10	85,387.54	
07/28/16				1,438.72	83,948.82	
10/28/16				448.66	83,500.16	
02/28/17	CITY OF PANAMA CITY	0.00	0.00	1,643.59	81,856.57	
08/17/17	CITY OF PANAMA CITY	0.00	0.00	2,779.80	79,076.77	
01/24/18	CITY OF PANAMA CITY	0.00	0.00	3,818.94	75,257.83	
03/07/18	CITY OF PANAMA CITY	0.00	0.00	519.35	74,738.48	
05/30/18	CITY OF PANAMA CITY	0.00	0.00	2,473.61	72,264.87	
07/26/18	CITY OF PANAMA CITY	0.00	0.00	876.64	71,388.23	
03/04/19	WILD HERON WAY, 721	252.65	785.48	1,038.13	70,350.10	
	WILD HERON WAY, 717	249.55	884.55	1,134.10	69,216.00	
	WILD HERON WAY, 709	249.55	884.55	1,134.10	68,081.90	
	LOST COVE LN, 1616	98.95		98.95	67,982.95	
	TURTLE COVE CIR, 313	143.79	430.14	573.93	67,409.02	
	TURTLE COVE CIR, 304	39.46	352.87	392.32	67,016.69	
	WILD HERON WAY, 724	172.61	1,180.55	1,353.16	65,663.53	
	WILD HERON WAY, 728	172.61	1,180.55	1,353.16	64,310.37	
	WILD HERON WAY, 732	172.61	1,180.55	1,353.16	62,957.21	
05/15/19	LOST COVE LN, 1604	33.07		33.07	62,924.13	
	LOST COVE LN, 1612	174.06	1,037.85	1,211.91	61,712.22	
08/29/19	CITY OF PANAMA CITY	0.00	0.00	3,433.48	58,278.74	
04/23/20	CITY OF PANAMA CITY	0.00	0.00	6,445.02	51,833.72	
08/07/20	CITY OF PANAMA CITY	0.00	0.00	5,858.60	45,975.12	

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

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

**LAKE POWELL  
RESIDENTIAL GOLF  
COMMUNITY DEVELOPMENT DISTRICT**

**10**



**DRAFT**

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

The Board of Supervisors of the Lake Powell Residential Golf Community Development District held a Regular Meeting on May 2, 2022, at 3:00 p.m., Central Time, at the Boat House, 1110 Prospect Promenade, Panama City Beach, Florida 32413.

**Present and constituting a quorum were:**

David Dean	Chair
Thomas Balduf	Vice Chair
David Holt	Assistant Secretary
Jerry Robinson	Assistant Secretary
Frank Self	Assistant Secretary

**Also present were:**

Cindy Cerbone	District Manager
Mike Burke	District Counsel
Robert Carroll	District Engineer
Bethany Womack	Ecologist/District Operations Manager
Steven Undercoffer	Resident/POA President
Sherri and Pete Mallory	Residents
David Fleet	Resident
Eddie Levick	Resident/POA
Andy Phillips	Resident
Gene Sweeney	Resident

**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

Ms. Cerbone called the meeting to order at 3:00 p.m., Central Time. All Supervisors were present, in person.

**SECOND ORDER OF BUSINESS**

**Public Comment**

38 Resident Gene Sweeney asked when public comments are heard. Ms. Cerbone stated  
39 members of the public may speak now or at the end of the meeting unless the Board deems  
40 otherwise. Comments are limited to three minutes per speaker and sharing time is not allowed.

41 Mr. Sweeney felt that the CDD property next to his home is severely overgrown and a  
42 fire hazard. Ms. Cerbone stated the Board is not obligated to provide feedback during the  
43 meeting; concerns can be addressed or Staff can be directed to look into the concerns and  
44 respond following the meeting.

45 Mr. Dean stated the CDD has some managed property and he would ask Ms. Womack to  
46 inspect and advise on whether the CDD is responsible for managing that property; an answer  
47 would be provided following the meeting. Ms. Cerbone asked for Ms. Womack to email Diane  
48 and copy her and the POA President on the email, if the property is owned by the CDD but  
49 managed by the POA.

50 Mr. Holt believed is it CDD land. The consensus was that the property is in poor  
51 condition. Ms. Cerbone would email Mr. Sweeney's contact information to Ms. Womack so she  
52 can follow up.

53 Resident Sherri Mallory recalled previous discussion about a conservation area near her  
54 home. Ms. Cerbone stated that would be discussed during Item 5B. Ms. Mallory questioned the  
55 previous Board's decision not to manage the area, which she believes is neglected. She asked  
56 for the CDD to restore the area to the same condition as it was 15 years ago.

57 Mr. Burke pointed out that allowing property to remain in its natural state is not  
58 necessarily neglect and that one's definition of "managed" might be considered "unmanaged"  
59 by another. If the POA wants to resume mowing or cultivating it, that is the POA's decision.

60 Resident David Fleet stated his opinion that it was willful neglect.

61 Mr. Burke reiterated that the POA is responsible for making a decision about this.

62 **▪ District Ecologist – Discussion/ Consideration/Update**

63 **• Environmental Permit Review of Manageable/Unmanageable Areas**

64 **This item, previously Item 5B, was presented out of order.**

65 Ms. Womack stated this area on Marsh Point Lane is a mitigation zone, which is why it  
66 was managed 15 years ago. The area is one of the zones left on the CDD's mitigation plan and

67 the CDD should be maintaining it according to the criteria specified. She discussed specific  
68 criteria, including reducing the shrub canopy to allow herbaceous vegetation to grow, leaving  
69 canopy species and allowing bay trees to grow so that the canopy layer would remain.

70 Mr. Balduf asked if there are other mitigation zones the CDD has not maintained  
71 properly. Mr. Holt stated the entire map was reviewed and this is the only such zone in the  
72 neighborhood. He discussed quotes obtained from contractors familiar with the CDD. Breaking  
73 Ground quoted \$18,500 and New Leaf quoted \$12,600. Mr. Holt recommended hiring New Leaf  
74 and discussed his reasons.

75 Mr. Balduf asked if this would be an ongoing project. Ms. Womack stated ongoing  
76 management would be the same as for any other mitigation area currently being maintained.  
77 The amount quoted to bring the area into compliance with the specifications would be a one-  
78 time expense. Ongoing maintenance is not anticipated to increase the budget line item  
79 amount. The lots in proximity to the conservation areas and the quote were discussed.

80 Mr. Balduf's understanding was that other managed areas are being attended to and  
81 those areas do not include Mr. Sweeney's property. Ms. Womack stated she would look and  
82 confirm; however, from what was described, the property is not a designated mitigation zone  
83 requiring enhancement activities as part of the environmental permit. The area on Marsh  
84 Pointe is Mitigation Zone 30 and there are no Mitigation Zones on Southern Point Court; the  
85 land might be owned by the CDD but it is not mitigation land. Ms. Cerbone stated she included  
86 this matter as an action item and would give a recap at the end.

87

88 **On MOTION by Mr. Dean and seconded by Mr. Robinson, with all in favor, the**  
89 **New Leaf proposal for cleanup of the mitigation area, in the amount of**  
90 **\$12,600, was approved.**

91

92

93

- **Meter Installation Status with Gulf Power**

94

**This item, previously Item 5A, was presented out of order.**

95

96

97

Ms. Womack stated the meter was installed and is running at the Meadowlark Pond.  
The electrician surveyed power sites for Phase II installations at the ponds and would meet with  
Lake Doctors this week to confirm the compressor locations. Further discussion might be

98 needed if it becomes necessary to bore under the roadway onto what may be POA property to  
99 put the compressor on the other side; an answer was expected by the end of the week. Permit  
100 applications were prepared for submission to the County.

101 A Board Member noted some trees might be experiencing transplant shock and several  
102 died. Ms. Womack would inspect them. It was noted that a watering campaign might help.

103 Asked about easements granted to Florida Power & Light (FPL) or Saint Joe, Mr. Burke  
104 stated, in the course of development, the CDD granted a number of cross easements between  
105 Lake Powell LLC, which became the POA and Sharks Tooth Golf Course, which became Saint Joe  
106 to prevent conflicts. He discussed easements for water pumps on the golf course but could not  
107 speak to specific tracts without doing a search. Asked how easements benefit the property  
108 owner, Ms. Cerbone stated easements give the CDD the opportunity to get a benefit from the  
109 service that the electric tie-in provides. Blanket utility easements, right-of-ways (ROWS) and  
110 instances in which property owners might receive compensation were discussed.

111 Ms. Womack stated "Installation of New Aerators" would be the best title for the new  
112 agenda item. A crew arrived to install fence screening at the maintenance area but the screen  
113 had to be returned because 8' instead of 6' was delivered; delivery of the new screening is  
114 expected within the next two weeks.

115 A Board Member discussed Mr. Jim Morgan's request to install extensions and higher  
116 screening. Discussion ensued about how to resolve the issue and the original and new requests.  
117 The consensus was to reevaluate the project.

118 Ms. Cerbone stated the vendor might have expended funds so there might be some  
119 expense. She asked if a temporary solution was desired. COA contributions, maintenance,  
120 responsibility and requirements, project specifications and liability were discussed. Ms.  
121 Womack would try to put the vendor on hold and contact the COA President.

122 • **Other**

123 **This item, previously Item 5C, was presented out of order.**

124 Ms. Womack stated that "Environmental Permit Review of Manageable/Unmanageable  
125 Areas" could be removed from the agenda because Zone 30 is the only managed area aside  
126 from the other mitigation zones identified in the Environmental Permit. All other areas owned

127 by the CDD would be considered unmanaged lands. Unmanaged lands are not subject to any  
 128 restrictions from the Environmental Permits, such as the Salamander property, and can be  
 129 utilized without contacting the Department of Environmental Protection (DEP) or the Army  
 130 Corps of Engineers (ACOE). Unmanaged lands requiring only preservation may receive special  
 131 permission on a case-by-case basis from the DEP for projects, such as the FireWise buffer zone  
 132 behind the 1300 lots on Salamander, due to the homes' proximity to the wetlands. This issue  
 133 arose because the homes were not built where they were permitted; other such instances exist  
 134 within the subdivision and buffer zones have been permitted to address such issues. Special  
 135 permission might be granted for these issues on a case-by-case basis.

136 Ms. Cerbone noted that Ms. Womack will not attend the next meeting at which the  
 137 proposed Fiscal Year 2023 budget will be discussed, so any questions of her should be raised  
 138 today or emailed.

139

140	<b>THIRD ORDER OF BUSINESS</b>	<b>District</b>	<b>Counsel</b>	<b>–</b>	<b>Discussion/</b>
141		<b>Consideration/Update</b>			

142

143 **A. Updated Landscape Agreement Regarding Tree Removal**

144 **B. Potential Land Swap with St. Joe**

145 **C. Lease Agreement with POA**

146 **I. Consideration of Drop Down Proposals**

147 **II. Consideration of Lease Agreement**

148 **D. Agreement with POA and CDD for Stormwater Drainage Facilities Oversight**

149 **E. Wild Heron POA Non-Ad Valorem Assessment Forgiveness Re: Property Purchased**  
 150 **(Deferred to June Meeting)**

151 **F. Other**

152 This item was presented following the Fourth Order of Business.

153

154	<b>FOURTH ORDER OF BUSINESS</b>	<b>District</b>	<b>Engineer</b>	<b>–</b>	<b>Discussion/</b>
155		<b>Consideration/Update</b>			

156

157 Ms. Cerbone recalled previous discussions about drainage issues with new or relatively  
158 new construction and how the issues arose. She spoke with several individual Board Members,  
159 as well as the District Engineer and District Counsel, about these matters.

160 **A. Driveway Culverts on Sweet Bay Trail and Marsh Rabbit Run and Drainage Repair**  
161 **Options**

162 **I. 1511 Sweet Bay Trail (Andy Phillips)**

163 Ms. Cerbone surmised that, based on a series of events, the Board feels that the  
164 drainage situation on CDD property needs to be rectified. She stated the CDD has the right and  
165 authority to approve the CDD paying for that work. The consensus was this is the goal.

166 A Board Member asked why this is needed, where the water would flow and whether  
167 this would be someone else's issue in the future.

168 Mr. Carroll was unsure of the review process when this property was originally built.  
169 Plans were turned in and approved and the home was built and, at the time, Mr. Phillips was  
170 not advised that a culvert was needed so the swale in front was filled in. He discussed the  
171 culvert drainage issue, which worsened due to recent heavy rains, and noted several adjacent  
172 vacant lots would contribute to issues. The ditch should have been continued via one of several  
173 methods. Mr. Carroll stated that remediation should be done before additional homes are built  
174 and before Mr. Phillips begins his landscaping project.

175 Discussion ensued regarding drainage solutions and whether to utilize 15" or 18" pipes.  
176 It was noted that the home was inspected when built in 2016.

177 Mr. Dean supported the CDD fixing the problem for the two properties with that issue,  
178 at the CDD's expense.

179 Mr. Carroll discussed the quality control measures in the Architectural Review Board  
180 (ARB) process, including reviews by Ms. Womack and the Compliance Officer and his physical  
181 inspections. He discussed issues that contributed to the problem and expressed support for  
182 rectifying the issues, at CDD's expense, since ARB approval was given.

183 Mr. Dean felt that pushback might be received due to the appearance of favoritism and  
184 noted that the same issue at the two residences that overlook the maintenance yard. A Board  
185 Member felt that was justified because the CDD created the issue in the maintenance yard.

186 Mr. Carroll stated the drainage remedy would rectify the issue for the entire street.

187 Mr. Burke stated the law does not require the CDD to fix the issue, even with it being  
188 the ARB's mistake; the determination was being made to correct the problem that occurred  
189 due to a system failure, rather than incurring litigation that could quickly exceed \$20,000. He  
190 noted that controls have been implemented to ensure this does not happen again.

191 The consensus was that time is of the essence for these repairs.

192 Resident Andy Phillips discussed the history of the issue and his ongoing landscaping  
193 project and thanked the Board for their consideration. Mr. Carroll asked if Mr. Phillips' current  
194 plan includes 8" pipe. Mr. Phillips replied affirmatively and stated his contractor advised that a  
195 15" or 18" pipe would be outside his scope of work so it would require a road contractor.

196 Mr. Carroll would request a bid from that contractor and the current contractors the  
197 CDD utilizes, which might expedite the process.

198

199 **On MOTION by Mr. Self and seconded by Mr. Holt, with all in favor, authorizing**  
200 **drainage remediation work on Sweet Bay Trail, at the discretion of the District**  
201 **Engineer and at the CDD's expense, in a not-to-exceed amount of \$25,000, was**  
202 **approved.**

203

204

## 205 **II. Other Locations as Applicable**

206 Mr. Holt stated the plan is to redo the drainage on Marsh Rabbit Run, where  
207 construction of another house would begin soon; two are under construction and two would  
208 begin landscaping by the summer.

209 Mr. Carroll discussed the plans for the culvert work to be done; the plans would be  
210 emailed to Ms. Womack. Ms. Womack stated the goal is to present proposals at the next  
211 meeting. This item would be included on the next agenda.

## 212 **B. Other**

213 Ms. Womack recalled that box culvert repairs are needed on the north side of the circle  
214 on Wild Heron. She was unsure when flowable fill would be secured and stated the project was  
215 delayed to accommodate the golf tournament.

216 Mr. Holt requested an update on the DEP and the boat dock. Ms. Womack stated that  
217 permitting with the POA is underway; the access dock is on POA land and the conservation  
218 easement is on CDD land, along the water's edge. The DEP requested authorization for the dock  
219 from the riparian owner. She was waiting on guidance from the DEP regarding how to  
220 document riparian ownership and/or a riparian easement.

221 Discussion ensued regarding the original dock, modifications and the permit. The matter  
222 was forwarded to the DEP's Attorney and an update would be provided when available.

223 Mr. Carroll stated he gave the plans for Turtleback Court drainage to Ms. Womack; in his  
224 opinion, now is a good time to perform the work. Mr. Holt stated those are all the CDD roads  
225 with main drainage issues, except Wild Heron Way.

226 **▪ District Counsel – Discussion/ Consideration/Update**

227 **This item, previously the Third Order of Business, was presented out of order.**

228 **A. Updated Landscape Agreement Regarding Tree Removal**

229 Mr. Burke presented the redline version of the Maintenance Agreement showing the  
230 POA's revisions and responded to questions. Discussion ensued regarding the landscaping  
231 standards and the Agreement between the POA and the CDD.

232

233 **On MOTION by Mr. Balduf and seconded by Mr. Self, with all in favor, the**  
234 **Landscape Maintenance Agreement, was approved.**

235

236

237

**B. Potential Land Swap with St. Joe**

238 Mr. Burke stated he informed St. Joe of the CDD's position and a response is pending.

239 Ms. Cerbone noted the need for information regarding maintenance costs for the clay  
240 courts. Mr. Robinson stated the Developer spared no expense in building the Har-Tru  
241 HydroCourts. Har-Tru is an artificial surface that generates a clay type of playing environment  
242 and HydroCourt is a type of underground demand-based irrigation system that uses much less  
243 water than a surface-type environment. These types of courts are used in major tournaments  
244 and in Florida construction; each clay or artificial clay court costs \$45,000 to \$95,000, not  
245 including fencing, lighting, screens and supplies. He estimated the value of the section,



246 including the four courts, could total \$307,000 and the two acres that include the outbuilding  
247 with bathrooms, parking and a pergola, can conservatively be valued at \$100,000. The  
248 additional property in front might be worth \$150,000, bringing the overall estimated asset  
249 value of these areas to over \$500,000. Mr. Robinson discussed maintenance and labor costs  
250 estimated at \$24,000 annually, plus materials costs of about \$4,800 and miscellaneous  
251 equipment and water supply costs of approximately \$1,400, for total operating costs of \$30,500  
252 annually to maintain the courts.

253 Discussion ensued regarding the labor estimates, additional expenses, funding options,  
254 leasing the courts to the POA to operate as an amenity, adding improvements like pickleball as  
255 an amenity and operating a private tennis club that would be open to the public.

256 Mr. Robinson discussed revenue assumptions and costs for labor and materials and  
257 noted it might be a break-even proposition. Another option is for the CDD to acquire the courts  
258 and hire a contract operator to run them, in order to have a discounted membership rate for  
259 residents. Mr. Burke stated the CDD's only obligation is to allow for public use; user fees can be  
260 set accordingly.

261 Ms. Mallory suggested including deed restrictions to address any concerns about the  
262 use of the property, if a land swap is pursued. She stated a deed restriction was included in the  
263 POA's Prospect Promenade lot. She believed the POA's deed restrictions require the property  
264 to be used for common area and not sold. The property is currently a common area and the  
265 POA's intent is to develop the area for additional amenity structures and possibly a lap pool.

266 Mr. Burke stated his belief that the CDD has all the property surrounding that area and  
267 suggested potential land swaps be considered. Ms. Mallory believed that any projects would  
268 require a joint effort between the CDD and the POA. Use of POA land, land swaps and the  
269 possibility of a joint planning session to discuss joint efforts between the CDD and the POA  
270 were discussed. Ms. Cerbone stated, if scheduled, the meeting would be publicly noticed.

271 **C. Lease Agreement with POA**

272 **I. Consideration of Drop Down Proposals**

273 **II. Consideration of Lease Agreement**

274 These items were discussed below.

275 **D. Agreement with POA and CDD for Stormwater Drainage Facilities Oversight**

276 Mr. Burke presented the Stormwater Facility Management Services Agreement, which is  
277 patterned after the existing landscape and security maintenance agreements. In this instance,  
278 the CDD will oversee all stormwater management facilities and the associated services of Mr.  
279 Carroll and Ms. Womack for both the POA and the CDD. How the CDD will be compensated for  
280 doing the work must be determined; two options were listed in Section 4, Fees for Services.

281 Discussion ensued regarding how the POA would pay for work done on its behalf and  
282 whether to charge the POA for the CDD's consulting on such matters.

283 Ms. Cerbone stated that additional funds might need to be budgeted for Engineering  
284 consultations, unless the POA is billed directly for the fees. Mr. Burke stated that was not  
285 suggested, as direct billing would require an Agreement with the POA and the intent is for the  
286 CDD to manage Engineering services. Mr. Carroll stated Ms. Womack manages most of the  
287 maintenance, contracts and vendors. The POA's desire for the CDD to assume turnkey  
288 responsibility for all stormwater work, including construction and maintenance, and billing the  
289 POA were discussed. Ms. Womack stated, in the event of a turnkey solution, her concern would  
290 be attending to drainage structure failures in ROWs after storms, given the extensive series of  
291 necessary repairs and the question of how extensive repairs should be billed.

292 **Mr. Self left the meeting at 4:33 p.m.**

293 Ms. Womack discussed all the variables involved with pipe failures and repairs inside the  
294 ROW and possible damage to pavement and sidewalks. The consensus was that the POA should  
295 not be blindsided with large unexpected expenses. Ms. Womack stated that she could obtain  
296 proposals in those instances. Ms. Mallory suggested this discussion be included in a joint  
297 session and further suggested establishing a not-to-exceed amount for repairs in such  
298 instances. Ms. Womack felt that this would be a good start.

299 Mr. Burke stated the original purpose of the Agreement was to help the POA with the  
300 expertise. He suggested using the first option for Fees for Services and sending the Agreement  
301 to the POA for review.

302 Ms. Cerbone asked if additional estimated consulting fees should be budgeted. The  
303 consensus was to increase the consulting fees but no administrative fee would be charged to

304 the POA. Ms. Cerbone would increase the amounts budgeted for Engineering fees to include  
305 consulting services provided to the POA. Only an expense item would be included; no revenue  
306 item would be needed, as the CDD will not bill the POA.

307 Ms. Cerbone noted that Section 4 would be clarified to indicate that no administrative  
308 fee will be charged to the POA. The consensus was to wait for feedback from the POA. Ms.  
309 Cerbone would send a follow up email to recipients of the Draft Agreement.

310 This item would be included on the next agenda.

311 **▪ Lease Agreement with POA**

312 **I. Consideration of Drop Down Proposals**

313 **II. Consideration of Lease Agreement**

314 **This item, previously Item 3C, was presented out of order.**

315 Mr. Burke presented the Lease Agreement with the POA and stated that enclosure  
316 needs to be suggested to the POA. Ms. Cerbone stated that Mr. Robinson obtained proposals  
317 for manual controls with installed costs; modifications to the structure are being considered.

318 Ms. Cerbone stated an amount was not approved at the last meeting. The lifespan of  
319 panels is estimated to be 10 years; no regular maintenance is required other than occasional  
320 pressure washing. Mr. Burke stated the cost is \$5,000 per year, for a 10-year term. Ms.  
321 Womack stated the panels have a 10-year warranty.

322 Ms. Cerbone suggested approval in substantial form.

323 Mr. Burke stated some negotiation with the POA remains and suggested waiting to  
324 place the order. Mr. Dean stated the per unit cost is \$8.34 annually.

325

326 **On MOTION by Mr. Dean and seconded by Mr. Robinson, with all in favor,**  
327 **authorizing the Drop Downs in a not-to-exceed amount of \$50,000, and the**  
328 **Lease Agreement, in substantial form with the understanding that the Drop**  
329 **Downs will not be ordered until the Agreement is executed by all parties, was**  
330 **approved.**

331

332

333 **▪ Discussion Resumed: Agreement with POA and CDD for Stormwater Drainage Facilities**

334 **Oversight**

335 Ms. Cerbone recalled previous discussion of the Stormwater Facility Management  
336 Services Agreement and stated a motion is needed.

337

338 **On MOTION by Mr. Balduf and seconded by Mr. Dean, with all in favor,**  
339 **authorizing Staff to increase the amounts budgeted for Engineering fees to**  
340 **include consulting services and the decision not to charge an administrative**  
341 **fee, were approved.**

342

343

344 **E. Wild Heron POA Non-Ad Valorem Assessment Forgiveness Re: Property Purchased**  
345 **(Deferred to June Meeting)**

346 Ms. Cerbone recalled that, at the last meeting, Wild Heron POA acquired property from  
347 St. Joe and requested forgiveness of the Non-Ad Valorem Assessment, which the Board  
348 approved; however, the CDD cannot forgive bond debt. A General Fund Assessment can be  
349 forgiven but not debt; therefore, that action, in its entirety, is most likely invalid.

350 This item would be addressed at the next meeting.

351 **F. Other**

352

353 **FIFTH ORDER OF BUSINESS** District Ecologist – Discussion/  
354 Consideration/Update

355

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

357 **B. Environmental Permit Review of Manageable/Unmanageable Areas**

358 **C. Other**

359 This item was presented following the Second Order of Business.

360

361 **SIXTH ORDER OF BUSINESS** Continued Discussion: Engagement of Firm  
362 for Debris Removal Monitoring and Filing  
363 FEMA Requests for Reimbursements

364

365 Ms. Cerbone recalled that the Board previously approved the continuation of the  
366 Custom Tree proposal for disaster debris removal but a disaster debris removal disposal  
367 monitoring and reimbursement firm is needed. Bay County and Panama City Beach both

368 awarded contracts to several firms, including Rostan and Thompson, to complete Federal  
369 Emergency Management Agency (FEMA) filings on a timely basis. Additional information would  
370 be obtained; at the next meeting, she would recommend engaging Rostan.

371 This item would be included on the next agenda.

372

373 **SEVENTH ORDER OF BUSINESS**

**Acceptance of Unaudited Financial  
374 Statements as of March 31, 2022**

375

376 Ms. Cerbone presented the Unaudited Financial Statements as of March 31, 2022. She  
377 noted the following:

378 ➤ A line item would be added for stormwater oversight related to the POA. Ms. Womack  
379 and Mr. Carroll would assist in this regard.

380 ➤ Insurance would increase; the amounts were provided by the insurance carrier.

381 ➤ Funds budgeted for roadway resurfacing will be transferred to Unassigned fund balance.

382 Mr. Robinson discussed the need for replacement and installation of missing and  
383 damaged conservation area signs. Ms. Cerbone stated a line item would be created for this  
384 expense.

385 ➤ The Underwriter would be contacted regarding refinancing options; refinancing cannot  
386 be done this year due to the 10-year call position but she would obtain written future  
387 refinancing option recommendations from the Underwriter.

388 A Board Member asked who owns the back gate by maintenance. Mr. Burke believed it  
389 is owned by St. Joe and the CDD's road stops at the driving range. Ms. Womack noted that  
390 conservation and mitigation areas exist in that area.

391 Mr. Holt stated the trail past the gate is now owned by Watersound Trail, LLC.

392

**On MOTION by Mr. Robinson and seconded by Mr. Balduf, with all in favor, the  
394 Unaudited Financial Statements as of March 31, 2022, were accepted.**

395

396

397 **EIGHTH ORDER OF BUSINESS**

**Approval of April 4, 2022 Regular Meeting  
398 Minutes**

398

399

400 Ms. Cerbone presented the April 4, 2022 Regular Meeting Minutes.

401

402 **On MOTION by Mr. Robinson and seconded by Mr. Holt, with all in favor, the**  
403 **April 4, 2022 Regular Meeting Minutes, as presented, were approved.**

404

405

406 **NINTH ORDER OF BUSINESS**

**Staff Reports**

407

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

409 There was no report.

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

411 There was no report.

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

413 There was no report.

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

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

416 • **QUORUM CHECK**

417 The next meeting would be held on June 6, 2022.

418

419 **TENTH ORDER OF BUSINESS**

**Board Member Comments**

420

421 • **Conservation Area Signs**

422 This item was not discussed.

423 Ms. Cerbone asked Mr. Robinson to email his presentation about the clay courts to her.

424 She would send an Owner Operator Agreement for another CDD to Mr. Burke as an example for

425 his review.

426

427 **ELEVENTH ORDER OF BUSINESS**

**Public Comments**

428

429 A resident commented about cracks in the sidewalks and asked who is responsible for

430 sidewalk maintenance along CDD roads. Mr. Dean stated anything above 1" is considered the

431 responsibility of the POA; anything underground is considered the CDD's responsibility. The

432 resident asked if specific roads are owned by the CDD or the HOA. Mr. Carroll would inspect  
433 the area and advise.

434

435 **TWELFTH ORDER OF BUSINESS**

**Action Item Recap**

436

437 Ms. Cerbone recapped the following:

438 ➤ The adjacent area to the Sweeney’s lot would be inspected.

439 ➤ The fence situation would be reevaluated to determine if the vendor can be put on hold;  
440 if not, worst-case is that the CDD would be out the money.

441 ➤ Ms. Womack would ask Diane for the COA President’s contact information.

442 ➤ The Engineering team would obtain proposals for drainage enhancements for Marsh  
443 Rabbit Run and Turtle Back

444 ➤ Ms. Womack would obtain proposals for conservation area sign replacements. Mr. Holt  
445 asked about installing a different color of sign for aesthetic reasons.

446 ➤ A Board Member stated the COA President is James (Jim) Morgan.

447

448 **THIRTEENTH ORDER OF BUSINESS**

**Adjournment**

449

450

**On MOTION by Mr. Dean and seconded by Mr. Holt, with all in favor, the  
meeting adjourned at 5:13 p.m., Central Time.**

451

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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

459  
460  
461  
462  
463  
464

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Secretary/Assistant Secretary

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Chair/Vice Chair



**LAKE POWELL  
RESIDENTIAL GOLF  
COMMUNITY DEVELOPMENT DISTRICT**

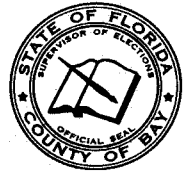
**11DI**



**Supervisor of Elections  
Mark Andersen  
Bay County**

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

Phone: 850-784-6100  
Cell: 850-819-6933  
Fax: 850-784-6141  
baysuper@bayvotes.org  
www.bayvotes.org



May 31, 2022

Daphne Gillyard  
Director of Administrative Services  
Wrathell, Hunt and Associates, LLC  
2300 Glades Road, Suite 410W  
Boca Raton, FL 33431

Dear Daphne:

As of April 15<sup>th</sup>, 2022 there were 440 registered voters in the Lake Powell Residential Golf Community Development District.

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

Respectfully,

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

Mark Andersen  
Supervisor of Elections, Bay County

**LAKE POWELL  
RESIDENTIAL GOLF  
COMMUNITY DEVELOPMENT DISTRICT**

**11D11**

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

# **LAKE FLORES**

**COMMUNITY DEVELOPMENT DISTRICT**

**12**

**RESOLUTION 2022-05**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LAKE POWELL RESIDENTIAL GOLF COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2022/2023 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the District Manager has heretofore prepared and submitted to the Board of Supervisors (“**Board**”) of the Lake Powell Residential Golf Community Development District (“**District**”) prior to June 15, 2022, a proposed budget (“**Proposed Budget**”) for the fiscal year beginning October 1, 2022 and ending September 30, 2023 (“**Fiscal Year 2022/2023**”); and

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

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

1.     **PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2022/2023 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

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

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

**HOUR:** 3:00 P.M., Central Time

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

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

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

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

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

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

**PASSED AND ADOPTED THIS 6TH DAY OF JUNE, 2022.**

ATTEST:

**LAKE POWELL RESIDENTIAL GOLF  
COMMUNITY DEVELOPMENT DISTRICT**

---

Secretary/Assistant Secretary

---

Chair/Vice Chair, Board of Supervisors

**Exhibit A: FY 2022/2023 Proposed Budget**



**LAKE POWELL  
COMMUNITY DEVELOPMENT DISTRICT  
PROPOSED BUDGET  
FISCAL YEAR 2023**

**LAKE POWELL  
COMMUNITY DEVELOPMENT DISTRICT  
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Debt Service Schedule - Series 2000 A	8
Per Unit Assessment Summary and Comparison	9 - 10
Exhibit I - Maps Depicting CDD Asset Inventory	11

**LAKE POWELL  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND BUDGET  
FISCAL YEAR 2023**

	Fiscal Year 2022				Proposed Budget FY 2023
	Adopted Budget FY 2022	Actual through 3/31/2022	Projected through 9/30/2022	Total Actual & Projected	
<b>REVENUES</b>					
Assessment levy - gross	\$ 698,751				\$ 652,104
Allowable discounts (4%)	(27,950)				(26,084)
Assessment levy - net	670,801	\$ 580,381	\$ 90,420	\$ 670,801	626,020
Interest and miscellaneous	1,000	23,188	-	23,188	1,000
Total revenues	671,801	603,569	90,420	693,989	627,020
<b>EXPENDITURES</b>					
<b>Professional &amp; admin</b>					
Supervisors	5,000	4,091	4,091	8,182	5,000
Management services	31,153	15,576	15,577	31,153	31,153
Accounting services	11,012	5,506	5,506	11,012	11,012
Assessment roll preparation	14,510	7,255	7,255	14,510	14,510
Audit	7,500	7,500	-	7,500	7,800
Legal	12,000	3,580	8,420	12,000	12,000
Engineering	13,280	2,150	11,130	13,280	13,280
Engineering - stormwater reporting	-	-	2,500	2,500	-
Postage	1,775	366	1,409	1,775	1,775
Telephone	1,050	525	525	1,050	1,050
Website maintenance	750	-	750	750	750
ADA website compliance	210	-	210	210	210
Insurance	7,500	7,135	-	7,135	8,352
Printing and binding	1,500	750	750	1,500	1,500
Legal advertising	2,500	391	2,109	2,500	2,500
Other current charges	1,200	384	816	1,200	1,200
Office supplies	500	-	500	500	500
Special district annual fee	175	-	175	175	175
Trustee	7,431	-	7,431	7,431	7,431
Arbitrage rebate calculation	1,200	-	1,200	1,200	1,200
Dissemination agent	1,000	500	500	1,000	1,000
Total professional & admin	121,246	55,709	70,854	126,563	122,398
<b>Security</b>					
Security management services	153,000	57,689	95,311	153,000	153,000
Total security	153,000	57,689	95,311	153,000	153,000

**LAKE POWELL  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND BUDGET  
FISCAL YEAR 2023**

	Fiscal Year 2022				Proposed Budget FY 2023
	Adopted Budget FY 2022	Actual through 3/31/2022	Projected through 9/30/2022	Total Actual & Projected	
<b>EXPENDITURES (continued)</b>					
<b>Lake &amp; wetlands monitoring</b>					
Mitigation and monitoring					
Mitigation-prescribed burns/gyro	46,050	-	46,050	46,050	46,050
Ecologist and operations management	57,980	17,135	40,845	57,980	57,980
Signage	-	-	-	-	10,000
Total wetland & upland	<u>104,030</u>	<u>17,135</u>	<u>86,895</u>	<u>104,030</u>	<u>114,030</u>
<b>Roadway and landscape services</b>					
Road resurfacing	400,000	-	-	-	-
Bridge repairs and maintenance	50,000	-	50,000	50,000	50,000
Roadway repairs and maintenance	63,700	24,825	55,175	80,000	93,700
Storm clean-up	-	5,750	-	5,750	-
Total roadway services	<u>513,700</u>	<u>30,575</u>	<u>105,175</u>	<u>135,750</u>	<u>143,700</u>
<b>Stormwater management</b>					
Operations	17,250	-	17,250	17,250	17,250
Electric-lift stations	600	905	-	905	600
Pond aeration	30,000	5,903	29,097	35,000	45,000
Stormwater system repairs	18,000	-	50,000	50,000	18,000
Total stormwater management	<u>65,850</u>	<u>6,808</u>	<u>96,347</u>	<u>103,155</u>	<u>80,850</u>

**LAKE POWELL  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND BUDGET  
FISCAL YEAR 2023**

	Fiscal Year 2022				Proposed Budget FY 2023
	Adopted Budget FY 2022	Actual through 3/31/2022	Projected through 9/30/2022	Total Actual & Projected	
<b>EXPENDITURES (continued)</b>					
<b>Other fees &amp; charges</b>					
Boat house drop downs	-	-	50,000	50,000	-
Tax collector	13,975	11,608	2,367	13,975	13,042
Total other fees & charges	13,975	11,608	52,367	63,975	13,042
Total expenditures	971,801	179,524	506,949	686,473	627,020
Excess/(deficiency) of revenues over/(under) expenditures	(300,000)	424,045	(416,529)	7,516	-
Fund balance - beginning	1,511,302	1,685,003	2,109,048	1,685,003	1,692,519
Fund balance - ending					
Committed					
Disaster <sup>1</sup>	250,000	250,000	250,000	250,000	250,000
District bridge projects <sup>2</sup>	100,000	100,000	100,000	100,000	100,000
Road projects <sup>3</sup>	150,000	150,000	150,000	150,000	550,000
Stormwater system upgrades <sup>4</sup>	50,000	50,000	50,000	50,000	50,000
Assigned					
3 Months Working Capital <sup>5</sup>	248,575	248,575	248,575	248,575	163,019
Unassigned	412,727	1,310,473	893,944	893,944	579,500
Fund balance- ending	<u>\$ 1,211,302</u>	<u>\$ 2,109,048</u>	<u>\$ 1,692,519</u>	<u>\$ 1,692,519</u>	<u>\$ 1,692,519</u>

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

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

<sup>3</sup>The road resurfacing project(s) include the CDD road leading to the guard gate and the CDD road(s) beyond the guard gate.

<sup>4</sup>This item is partial/expected costs associated with upgrading and connecting remaining stormwater pumps as needed.

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

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

**Expenditures**

**Professional Services**

Supervisors	\$ 5,000
Statutorily set at \$200 (plus applicable taxes) for each meeting of the Board of Supervisors not to exceed \$4,800 for each fiscal year.	
Management services	31,153
<b>Wrathell, Hunt and Associates, LLC</b> specializes in managing community development districts in the State of Florida by combining the knowledge, skills and experience of a team of professionals to ensure compliance with all governmental requirements of the District, administer the issuance of tax exempt bond financing, and finally operate and maintain the assets of the community.	
Accounting services	11,012
Preparation of all financial work related to the governmental and enterprise funds of the District, which includes preparation of monthly financial reports and annual budgets.	
Assessment roll preparation	14,510
The District may collect its annual operating and debt service through direct billing to landowners and/or placement of assessments on the annual real estate tax bill from the county's tax collector. The District's contract for financial services with <b>Wrathell, Hunt and Associates, LLC</b> includes assessment roll preparation services. The District anticipates all assessments to be levied on the November county tax bill.	
Audit	7,800
The District is required by Florida State Statute to undertake an independent examination of its books, records and accounting procedures on an annual basis.	
Legal	12,000
Burke, Blue, Hutchison & Walters, P.A., provides on-going general counsel and legal representation. These lawyers are confronted with issues relating to public finance, public bidding, rulemaking, open meetings, public records, real property dedications, conveyance and contracts. In this capacity, they provide services as "local government lawyers," realizing that this type of local government is very limited in its scope - providing infrastructure and service to development.	
Engineering	13,280
McNeil Carroll Engineering provides a broad array of engineering, consulting and construction services to the District, which assist the District in crafting solutions with sustainability for the long term interests of the community - recognizing the needs of government, the environment and maintenance of District's facilities.	
Postage	1,775
Mailing of agenda packages, overnight deliveries, correspondence, etc.	
Telephone	1,050
Telephone and fax machine.	
Website maintenance	750
ADA website compliance	210
Insurance	8,352
The District carries public officials and general liability insurance policies. The limit of liability is set at \$1,000,000 for general liability (\$2,000,000 general aggregate) and \$1,000,000 for public officials liability limit.	
Printing and binding	1,500
Letterhead, envelopes, copies, etc.	
Legal advertising	2,500
The District advertises in the News Herald for monthly meetings, special meetings, public hearings, bidding, etc. Based on prior year's experience.	

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

**Expenditures (continued)**

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

**Security**

Security management services	153,000
The District entered into an agreement with the Wild Heron POA to provide the management oversight of the District's interest in security services. The security services firm agreement is with the CDD.	

**Lake & wetlands monitoring**

Mitigation and monitoring	
Mitigation-prescribed burns/gyro	46,050
A licensed and approved contractor will perform the prescribed burning and mechanical fuel reduction to the guidelines set forth by the Wild Heron ecologist. The contractor's goal will be to reduce fuel hazards within the conservation areas without impacting wetlands, endangered plants/trees, and safety for residents and structures.	
Signage	10,000
Ecologist and operations management	57,980
The District has retained the services of Cypress Environmental. The agreement was executed in April of 2016. The agreement can automatically renew with no price increase, an environmental consultant, to provide services as follows:	

<u>Task</u>	<u>Frequency</u>
WQ sampling	1
Prescribed	4
Monthly	12
Mitigation/AM	1      ****
Monthly	4
Lake	54

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

**Expenditures (continued)**

**Roadway and landscape services**

Bridge repairs and maintenance	50,000
Roadway repairs and maintenance	93,700
Operations and maintenance activities for District-owned roads. These expenditures include minor repairs and modifications, and future construction projects.	

**Stormwater management**

Operations	17,250
------------	--------

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

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

Electric-lift stations	600
Pond aeration	45,000
Includes electricity, pond treatment services by Lake Doctors and other pond enhancements	
Stormwater system repairs	18,000

**Other fees & charges**

Tax collector	13,042
2% of the levied assessment.	

<b>Total expenditures</b>	<u><u>\$ 627,020</u></u>
---------------------------	--------------------------



**LAKE POWELL  
COMMUNITY DEVELOPMENT DISTRICT  
DEBT SERVICE FUND BUDGET - SERIES 2012 BONDS  
FISCAL YEAR 2023**

	Fiscal Year 2022				Adopted Budget FY 2023
	Adopted Budget FY 2022	Actual through 3/31/2022	Projected through 9/30/2022	Total Actual & Projected	
<b>REVENUES</b>					
Assessment levy - gross	\$ 447,933				\$ 441,248
Allowable discounts (4%)	(17,917)				(17,650)
Assessment levy - net	430,016	\$ 372,047	\$ 57,969	\$ 430,016	423,598
Special Assessment - Direct Bill POA	-	-	-	-	4,524
Assessment prepayments	-	12,960	-	12,960	-
Interest	-	14	-	14	-
Total revenues	430,016	385,021	57,969	442,990	428,122
<b>EXPENDITURES</b>					
<b>Debt service</b>					
Principal	215,000	215,000	-	215,000	220,000
Interest	177,881	91,763	92,913	184,676	163,613
Principal prepayment	-	10,000	-	10,000	-
Total debt service	392,881	316,763	92,913	409,676	383,613
<b>Other fees &amp; charges</b>					
Tax collector	8,959	7,440	1,519	8,959	8,825
Total other fees & charges	8,959	7,440	1,519	8,959	8,825
Total expenditures	401,840	324,203	94,432	418,635	392,438
Excess/(deficiency) of revenues over/(under) expenditures	28,176	60,818	(36,463)	24,355	35,684
Fund balance:					
Net increase/(decrease) in fund balance	28,176	60,818	(36,463)	24,355	35,684
Beginning fund balance (unaudited)	573,429	543,795	604,613	543,795	568,150
Ending fund balance (projected)	\$601,605	\$604,613	\$568,150	\$ 568,150	603,834
Use of fund balance					
Debt service reserve account balance (required)					(198,913)
Principal and interest expense - November 1, 2023					(298,919)
Projected fund balance surplus/(deficit) - as of September 30, 2023					\$ 106,002

## Lake Powell

Community Development District

Series 2012

\$5,160,000

### Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
11/01/2022	220,000.00	5.250%	84,693.75	304,693.75
05/01/2023	-	-	78,918.75	78,918.75
11/01/2023	230,000.00	5.750%	78,918.75	308,918.75
05/01/2024	-	-	72,306.25	72,306.25
11/01/2024	245,000.00	5.750%	72,306.25	317,306.25
05/01/2025	-	-	65,262.50	65,262.50
11/01/2025	255,000.00	5.750%	65,262.50	320,262.50
05/01/2026	-	-	57,931.25	57,931.25
11/01/2026	270,000.00	5.750%	57,931.25	327,931.25
05/01/2027	-	-	50,168.75	50,168.75
11/01/2027	290,000.00	5.750%	50,168.75	340,168.75
05/01/2028	-	-	41,831.25	41,831.25
11/01/2028	305,000.00	5.750%	41,831.25	346,831.25
05/01/2029	-	-	33,062.50	33,062.50
11/01/2029	320,000.00	5.750%	33,062.50	353,062.50
05/01/2030	-	-	23,862.50	23,862.50
11/01/2030	340,000.00	5.750%	23,862.50	363,862.50
05/01/2031	-	-	14,087.50	14,087.50
11/01/2031	360,000.00	5.750%	14,087.50	374,087.50
05/01/2032	-	-	3,737.50	3,737.50
11/01/2032	130,000.00	5.750%	3,737.50	133,737.50
<b>Total</b>	<b>\$3,180,000.00</b>	<b>-</b>	<b>\$1,142,062.50</b>	<b>\$4,322,062.50</b>

**LAKE POWELL  
COMMUNITY DEVELOPMENT DISTRICT  
PER UNIT ASSESSMENT SUMMARY AND COMPARISSON  
FISCAL YEAR 2022 ACTUAL AND FISCAL YEAR 2023 PROPOSED**

**BOND-PAYING UNITS**

	Units	Assessments Per Unit			Revenue Per Fund		
		General Fund	Debt Service Fund	Total	General Fund	Debt Service Fund	Total
<b>Resident</b>							
<b>Unit type: SF 120' Reduced</b>							
FY 2023 (proposed)	73	\$ 1,075.37	\$ 1,069.62	\$ 2,144.99	\$ 78,502.01	\$ 78,082.26	\$ 156,584.27
FY 2022 (actual)	73	\$ 1,152.29	\$ 1,069.62	\$ 2,221.91	\$ 84,117.17	\$ 78,082.26	\$ 162,199.43
\$ Variance		\$ (76.92)	\$ -	\$ (76.92)	\$ (5,615.16)	\$ -	\$ (5,615.16)
% Variance		-6.7%	0.0%	-3.5%	-6.7%	0.0%	-3.5%
<b>Unit type: SF 85' Full</b>							
FY 2023 (proposed)	50	\$ 1,075.37	\$ 1,515.21	\$ 2,590.58	\$ 53,768.50	\$ 75,760.50	\$ 129,529.00
FY 2022 (actual)	53	\$ 1,152.29	\$ 1,515.21	\$ 2,667.50	\$ 61,071.37	\$ 80,306.13	\$ 141,377.50
\$ Variance		\$ (76.92)	\$ -	\$ (76.92)	\$ (7,302.87)	\$ (4,545.63)	\$ (11,848.50)
% Variance		-6.7%	0.0%	-2.9%	-12.0%	-5.7%	-8.4%
<b>Unit type: SF 85' Reduced</b>							
FY 2023 (proposed)	106	\$ 1,075.37	\$ 757.61	\$ 1,832.98	\$ 113,989.22	\$ 80,306.66	\$ 194,295.88
FY 2022 (actual)	106	\$ 1,152.29	\$ 757.61	\$ 1,909.90	\$ 122,142.74	\$ 80,306.66	\$ 202,449.40
\$ Variance		\$ (76.92)	\$ -	\$ (76.92)	\$ (8,153.52)	\$ -	\$ (8,153.52)
% Variance		-6.7%	0.0%	-4.0%	-6.7%	0.0%	-4.0%
<b>Unit type: SF 65' Reduced</b>							
FY 2023 (proposed)	76	\$ 1,075.37	\$ 580.06	\$ 1,655.43	\$ 81,728.12	\$ 44,084.56	\$ 125,812.68
FY 2022 (actual)	76	\$ 1,152.29	\$ 580.06	\$ 1,732.35	\$ 87,574.04	\$ 44,084.56	\$ 131,658.60
\$ Variance		\$ (76.92)	\$ -	\$ (76.92)	\$ (5,845.92)	\$ -	\$ (5,845.92)
% Variance		-6.7%	0.0%	-4.4%	-6.7%	0.0%	-4.4%
<b>Unit type: SF 55' Full</b>							
FY 2023 (proposed)	37	\$ 1,075.37	\$ 891.20	\$ 1,966.57	\$ 39,788.69	\$ 32,974.40	\$ 72,763.09
FY 2022 (actual)	37	\$ 1,152.29	\$ 891.20	\$ 2,043.49	\$ 42,634.73	\$ 32,974.40	\$ 75,609.13
\$ Variance		\$ (76.92)	\$ -	\$ (76.92)	\$ (2,846.04)	\$ -	\$ (2,846.04)
% Variance		-6.7%	0.0%	-3.8%	-6.7%	0.0%	-3.8%
<b>Unit type: SF 45' Full</b>							
FY 2023 (proposed)	29	\$ 1,075.37	\$ 891.20	\$ 1,966.57	\$ 31,185.73	\$ 25,844.80	\$ 57,030.53
FY 2022 (actual)	31	\$ 1,152.29	\$ 891.20	\$ 2,043.49	\$ 35,720.99	\$ 27,627.20	\$ 63,348.19
\$ Variance		\$ (76.92)	\$ -	\$ (76.92)	\$ (4,535.26)	\$ (1,782.40)	\$ (6,317.66)
% Variance		-6.7%	0.0%	-3.8%	-12.7%	-6.5%	-10.0%
<b>Unit type: SF 45' Reduced</b>							
FY 2023 (proposed)	49	\$ 1,075.37	\$ 445.60	\$ 1,520.97	\$ 52,693.13	\$ 21,834.40	\$ 74,527.53
FY 2022 (actual)	49	\$ 1,152.29	\$ 445.60	\$ 1,597.89	\$ 56,462.21	\$ 21,834.40	\$ 78,296.61
\$ Variance		\$ (76.92)	\$ -	\$ (76.92)	\$ (3,769.08)	\$ -	\$ (3,769.08)
% Variance		-6.7%	0.0%	-4.8%	-6.7%	0.0%	-4.8%
<b>Unit type: Condo Full</b>							
FY 2023 (proposed)	76	\$ 1,075.37	\$ 712.79	\$ 1,788.16	\$ 81,728.12	\$ 54,172.04	\$ 135,900.16
FY 2022 (actual)	76	\$ 1,152.29	\$ 712.79	\$ 1,865.08	\$ 87,574.04	\$ 54,172.04	\$ 141,746.08
\$ Variance		\$ (76.92)	\$ -	\$ (76.92)	\$ (5,845.92)	\$ -	\$ (5,845.92)
% Variance		-6.7%	0.0%	-4.1%	-6.7%	0.0%	-4.1%
<b>Unit type: Condo Reduced</b>							
FY 2023 (proposed)	79	\$ 1,075.37	\$ 356.82	\$ 1,432.19	\$ 84,954.23	\$ 28,188.78	\$ 113,143.01
FY 2022 (actual)	80	\$ 1,152.29	\$ 356.82	\$ 1,509.11	\$ 92,183.20	\$ 28,545.60	\$ 120,728.80
\$ Variance		\$ (76.92)	\$ -	\$ (76.92)	\$ (7,228.97)	\$ (356.82)	\$ (7,585.79)
% Variance		-6.7%	0.0%	-5.1%	-7.8%	-1.3%	-6.3%
<b>Golf</b>							
FY 2023 (proposed)	-	\$ 7,957.74	\$ 8,914.59	\$ 16,872.33	\$ -	\$ -	\$ -
FY 2022 (actual)	-	\$ 8,526.95	\$ 8,914.59	\$ 17,441.54	\$ -	\$ -	\$ -
\$ Variance		\$ (569.21)	\$ -	\$ (569.21)	\$ -	\$ -	\$ -
% Variance		-6.7%	0.0%	-3.3%	n/a	n/a	n/a

**Note: Unit counts are based on the FY 2022 Budget and will be updated after June 1, 2022 when new information is available from Bay**

**LAKE POWELL  
COMMUNITY DEVELOPMENT DISTRICT  
PER UNIT ASSESSMENT SUMMARY AND COMPARISSON  
FISCAL YEAR 2022 ACTUAL AND FISCAL YEAR 2023 PROPOSED**

**PRE-PAID UNITS**

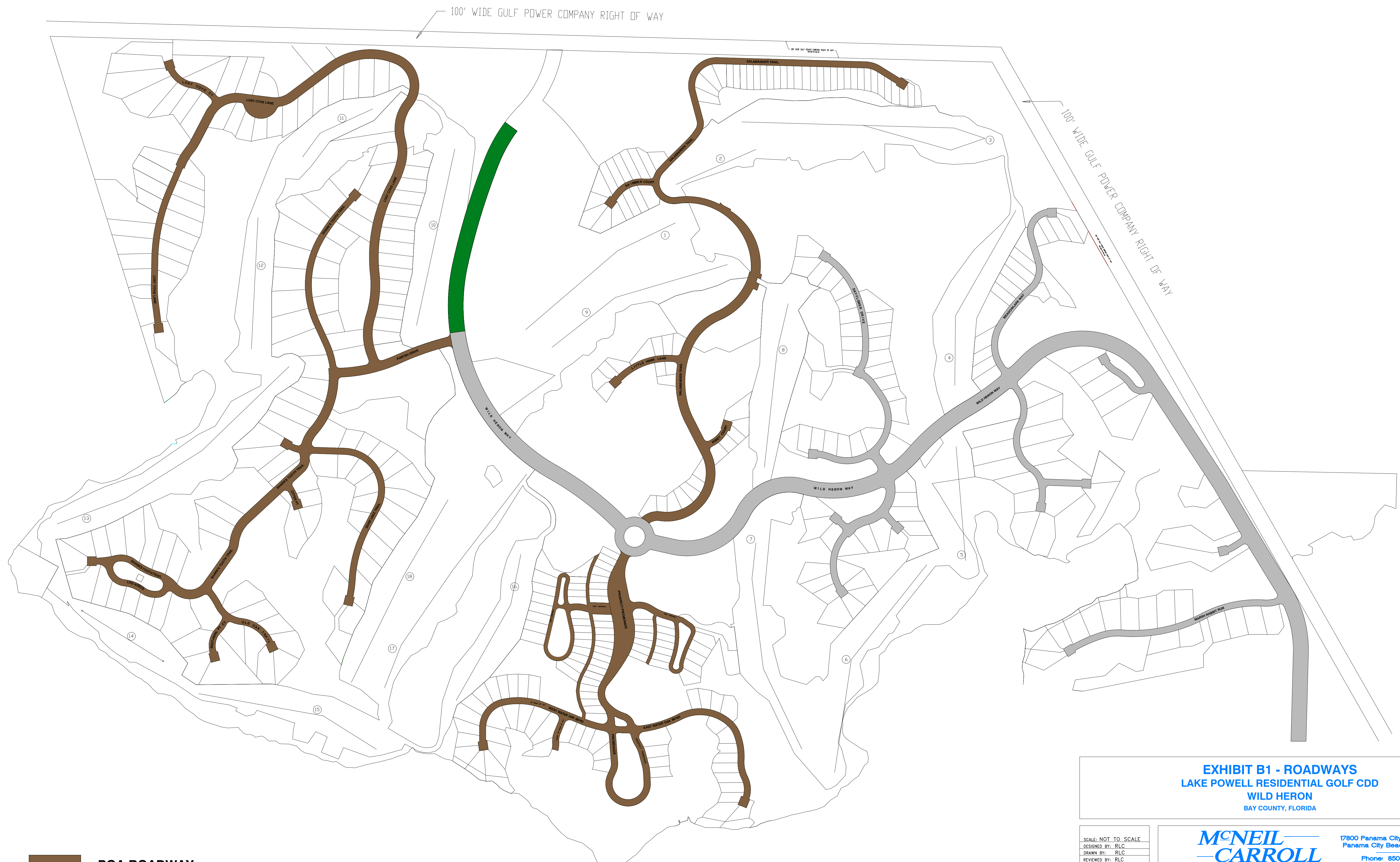
	Units	Assessments Per Unit			Revenue Per Fund		
		General Fund	Debt Service Fund	Total	General Fund	Debt Service Fund	Total
<b>Resident</b>							
FY 2023 (proposed)	20	\$ 1,075.37	\$ -	\$ 1,075.37	\$ 21,507.40	\$ -	\$ 21,507.40
FY 2022 (actual)	18	\$ 1,152.29	\$ -	\$ 1,152.29	\$ 20,741.22	\$ -	\$ 20,741.22
\$ Variance		\$ (76.92)	\$ -	\$ (76.92)	\$ 766.18	\$ -	\$ 766.18
% Variance		-6.7%	n/a	-6.7%	3.7%	n/a	3.7%
<b>Golf</b>							
FY 2023 (proposed)	1	\$ 7,957.74	\$ -	\$ 7,957.74	\$ 7,957.74	\$ -	\$ 7,957.74
FY 2022 (actual)	1	\$ 8,526.95	\$ -	\$ 8,526.95	\$ 8,526.95	\$ -	\$ 8,526.95
\$ Variance		\$ (569.21)	\$ -	\$ (569.21)	\$ (569.21)	\$ -	\$ (569.21)
% Variance		-6.7%	n/a	-6.7%	-6.7%	n/a	-6.7%

**Note: Unit counts are based on the FY 2022 Budget and will be updated after June 1, 2022 when new information is available from Bay**

**TOTAL REVENUE PER FUND  
ALL UNIT TYPES**

	Revenue Per Fund		
	General Fund	Debt Service Fund	Total
FY 2023 (proposed)	\$ 647,803	\$ 441,248	\$ 1,089,051
FY 2022 (actual)	\$ 698,749	\$ 447,933	\$ 1,146,682
\$ Variance	\$ (50,946)	\$ (6,685)	\$ (57,631)
% Variance	-7.3%	-1.5%	-5.0%

**LAKE POWELL  
COMMUNITY DEVELOPMENT DISTRICT  
EXHIBIT I  
MAPS DEPICITING CDD ASSET INVENTORY  
FISCAL YEAR 2023**



- POA ROADWAY
- CDD ROADWAY
- GOLF COURSE ROADWAY

**NOTE:**  
 FOR ILLUSTRATION PURPOSES ONLY.  
 RECORDED DOCUMENTS TAKE PRECEDENCE OVER EXHIBIT.

**EXHIBIT B1 - ROADWAYS**  
**LAKE POWELL RESIDENTIAL GOLF CDD**  
**WILD HERON**  
 BAY COUNTY, FLORIDA

SCALE: NOT TO SCALE  
 DESIGNED BY: RLC  
 DRAWN BY: RLC  
 REVIEWED BY: RLC  
 ISSUE DATE: 10/3/2015  
 CDD EXHIBIT  
 NOT RELEASED FOR CONSTRUCTION  
 DATE:

**McNEIL**  
**CARROLL**  
**ENGINEERING, INC.**  
 Professional Engineering Consultants  
 STATE OF FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 7288

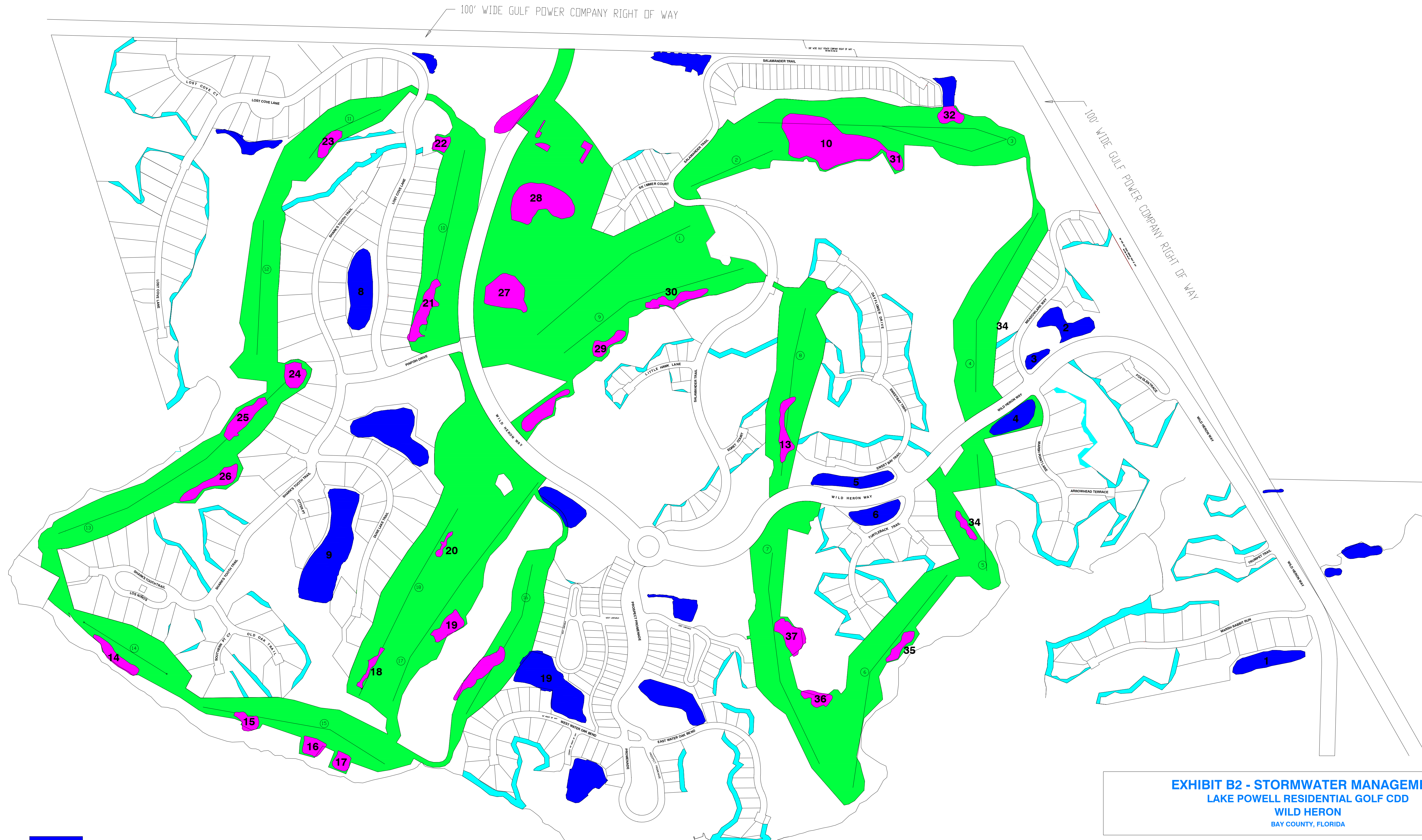
17800 Panama City Beach Parkway  
 Panama City Beach, Florida 32413  
 Phone: 850-234-1730  
 Fax: 850-234-1731

NO.	DATE	BY	REVISIONS
01			
02			
03			
04			
05			

Sean D. McNeil, P.E.  
 PROFESSIONAL ENGINEER  
 FL. LC # 49363

Robert L. Carroll, P.E.  
 PROFESSIONAL ENGINEER  
 FL. LC # 57988

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- CDD STORMWATER MANAGEMENT
- POA VEGETATIVE NATURAL BUFFER
- GOLF COURSE STORMWATER MANAGEMENT
- GOLF COURSE ENVELOPE

**NOTE:**  
 FOR ILLUSTRATION PURPOSES ONLY.  
 RECORDED DOCUMENTS TAKE PRECEDENCE OVER EXHIBIT.

STORMWATER PUMP STATIONS ARE OWNED AND MAINTAINED BY THE CDD.

POA IS RESPONSIBLE FOR MAINTENANCE/ENFORCEMENT OF VEGETATIVE NATURAL BUFFERS WITHIN BUILDING LOTS AND GRASSED ROAD SIDE SWALES IN POA RIGHT OF WAYS.

**EXHIBIT B2 - STORMWATER MANAGEMENT**  
**LAKE POWELL RESIDENTIAL GOLF CDD**  
**WILD HERON**  
 BAY COUNTY, FLORIDA

SCALE: NOT TO SCALE  
 DESIGNED BY: RLC  
 DRAWN BY: RLC  
 REVIEWED BY: RLC  
 ISSUE DATE: 10/2/2015  
 CDD EXHIBIT  
 NOT RELEASED FOR CONSTRUCTION  
 DATE:

**McNEIL**  
**CARROLL**  
**ENGINEERING, INC.**

*Professional Engineering Consultants*  
 STATE OF FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 7288

17800 Panama City Beach Parkway  
 Panama City Beach, Florida 32413  
 Phone: 850-234-1730  
 Fax: 850-234-1731

NO.	DATE	BY	REVISIONS
01			
02			
03			
04			
05			

Sean D. McNeil, P.E.  
 PROFESSIONAL ENGINEER  
 FL. LC # 49303

Robert L. Carroll, P.E.  
 PROFESSIONAL ENGINEER  
 FL. LC # 57988

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**CDD UTILITY PARCELS**

**LS - LIFT STATION**

**MLS - MASTER LIFTSTATION**

**NOTE:  
FOR ILLUSTRATION PURPOSES ONLY.  
RECORDED DOCUMENTS TAKE PRECEDENCE OVER EXHIBIT.**

**EXHIBIT B3 - CDD UTILITY PARCELS  
LAKE POWELL RESIDENTIAL GOLF CDD  
WILD HERON  
BAY COUNTY, FLORIDA**

SCALE: NOT TO SCALE  
DESIGNED BY: RLC  
DRAWN BY: RLC  
REVIEWED BY: RLC  
ISSUE DATE: 10/3/2015  
CDD EXHIBIT  
NOT RELEASED FOR CONSTRUCTION  
DATE:

**McNEIL  
CARROLL  
ENGINEERING, INC.**

17800 Panama City Beach Parkway  
Panama City Beach, Florida 32413

Phone: 850-234-1730  
Fax: 850-234-1731

Professional Engineering Consultants  
STATE OF FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 7288

NO.	DATE	BY	REVISIONS
01			
02			
03			
04			
05			

Sean D. McNeil, P.E.  
PROFESSIONAL ENGINEER  
FL. LIC # 49363

Robert L. Carroll, P.E.  
PROFESSIONAL ENGINEER  
FL. LIC # 57988

EXHIBIT B3 - CDD UTILITY PARCELS  
 LAKE POWELL RESIDENTIAL GOLF CDD  
 WILD HERON  
 BAY COUNTY, FLORIDA  
 10/3/2015  
 RLC  
 RLC  
 RLC  
 10/3/2015  
 CDD EXHIBIT  
 NOT RELEASED FOR CONSTRUCTION  
 DATE:





CDD WETLANDS & PRESERVED LANDS

**NOTE:**  
FOR ILLUSTRATION PURPOSES ONLY.  
RECORDED DOCUMENTS TAKE PRECEDENCE OVER EXHIBIT.

**EXHIBIT B4 - CDD WETLAND & PRESERVATION LANDS**  
LAKE POWELL RESIDENTIAL GOLF CDD  
WILD HERON  
BAY COUNTY, FLORIDA

SCALE: NOT TO SCALE  
DESIGNED BY: RLC  
DRAWN BY: RLC  
REVIEWED BY: RLC  
ISSUE DATE: 10/5/2015  
CDD EXHIBIT  
NOT RELEASED FOR CONSTRUCTION  
DATE:

**McNEIL  
CARROLL**  
ENGINEERING, INC.  
Professional Engineering Consultants  
STATE OF FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 7288

17800 Panama City Beach Parkway  
Panama City Beach, Florida 32413  
Phone: 850-234-1730  
Fax: 850-234-1731

NO.	DATE	BY	REVISIONS
01			
02			
03			
04			
05			

Sean D. McNeil, P.E.  
PROFESSIONAL ENGINEER  
FL LIC # 48903

Robert L. Carroll, P.E.  
PROFESSIONAL ENGINEER  
FL LIC # 57988

EXHIBIT B4 - CDD WETLAND & PRESERVATION LANDS  
 LAKE POWELL RESIDENTIAL GOLF CDD  
 WILD HERON  
 BAY COUNTY, FLORIDA  
 10/5/2015  
 RLC  
 RLC  
 RLC  
 10/5/2015  
 CDD EXHIBIT  
 NOT RELEASED FOR CONSTRUCTION  
 DATE: