



AGENDA
Special and Workshop City Council Meeting
Monday, August 19, 2024, 6:00 P.M.
Council Chambers, 116 First Street, Neptune Beach, Florida

1. CALL TO ORDER / ROLL CALL / PLEDGE OF ALLEGIANCE
2. NEPTUNE BEACH POLICE DEPARTMENT SWEARING-IN AND PROMOTION RECOGNITION CEREMONY
3. CITY ATTORNEY APPLICANT PRESENTATIONS *p. 3*
4. VARIANCES / SPECIAL EXCEPTIONS / DEVELOPMENT ORDERS
 - A. **P24-04**, Application for Development Plan as outlined in Chapter 27 Article III Division 2 of the Unified Land Development Code of Neptune Beach for Douglas Driver III for the property at 108 Orange St (RE# 172769-0000). The applicant requests a Development Plan approval to permit a bed and breakfast. The property is in the CBD zoning district. *p. 88*
5. ORDINANCES
 - A. ORDINANCE NO. 2024-04, FIRST READ AND PUBLIC HEARING, An Ordinance of the City of Neptune Beach, Florida, Amending Chapter 2, Administration, Article V, Employee Benefits, Division 4, Police Officers' Retirement System of the City of Neptune Beach, Section 2-349, Contributions, and Section 2-349.1, Benefit Amounts and Eligibility, to Provide for an Increase in the Member Contribution Rate; To Provide for an Annual Benefit Increase for Members Who Retired On or After October 1, 2020; To Provide for a One-Time Benefit Increase In Retroactive Benefits for Retirees and Beneficiaries Who Retired Before October 1, 2020; To Make October 1, the Effective Date of any Cost of Living Adjustments; Directing the City Clerk to File a Copy of this Ordinance with the Florida Department of Management Services, Division of Retirement; Providing for Severability of Provisions; Repealing All Ordinances in Conflict Herewith and Providing an Effective Date. *p. 117*
6. CONSIDERATION OF APPROVAL OF EXTENSION OF PURVIS GRAY AUDITING SERVICES CONTRACT *p. 139*
7. CONSIDERATION OF APPROVAL OF CLEANING AND TELEVISIONING VARIOUS SANITARY SEWER LATERAL PIPES *p. 140*
8. CONSIDERATION OF APPROVAL OF CLEANING AND TELEVISIONING VARIOUS SANITARY SEWER MAIN PIPES *p. 178*
9. CONSIDERATION OF APPROVAL OF FENCE REPLACEMENTS AT WASTEWATER PUMP STATIONS *p. 219*
10. PUBLIC COMMENTS
11. ADJOURN

PH

**WORKSHOP CITY COUNCIL MEETING IMMEDIATELY FOLLOWING
THE ABOVE SPECIAL MEETING**

1. CALL TO ORDER / ROLL CALL
2. AWARDS / PRESENTATIONS / RECOGNITION OF GUEST / NONE
3. COMMITTEE REPORTS
 - A. Charter Review
 - B. Finance
 - C. Land Use and Parks
 - D. Transportation and Infrastructure Planning
4. PUBLIC COMMENTS
5. PROPOSED ORDINANCES / NONE
6. CONTRACTS / AGREEMENTS / NONE
7. ISSUE DEVELOPMENT
 - A. Public Works Expenditures and Project Update
8. PUBLIC COMMENTS
9. COUNCIL COMMENTS
10. ADJOURN



Residents attending public meetings can use the code **DD14** to validate their parking session at no cost. After 5:30 on the date of the meeting, follow these steps:

Make sure you are parked in a North Beaches public parking space – we can't validate valet parking or parking in private lots.

- **To use a kiosk:** Using a nearby kiosk, press the Start button and then select 2 to enter your plate and the validation code.
- **To use the Flowbird app:** Tap the nearest yellow balloon and tap "Park here." From the payment screen, select "Redeem a code" at the top. Confirm your information and tap "Purchase" – the price will show "Free."

Special Meeting Agenda Item #3
City Attorney Applicants



MEMORANDUM

To: City Council
From: Zachary Roth, City Attorney
Date: July 15, 2024
RE: City Attorney – Proposal for Legal Services

SUMMARY:

On July 10, 2024, the deadline for submission of proposals in response to the City's *Request for Proposals for Legal Services* expired. The City received three proposals for services. Given the variety in the nature of the parties providing proposals, it is my recommendation that all three be given an opportunity to interview or present for the position. It is also my recommendation that the Council consider requesting presentations during an open meeting, either at the August regular meeting or during a special meeting, from each of the applicants. From there, the Council could determine whether to award the position or conduct further interviews.

DISCUSSION:

The City advertised for proposals for legal services and received three responses by July 10, 2024. In the request, the City stated that "Preference will be given to firms which have their main office within a 30 mile radius of Neptune Beach with an attorney who will be appointed the City Attorney, but the City will accept applications for an in-house attorney." The request further stated that "the City prefers that the structure of compensation consist of a monthly retainer for all legal work performed under the City General Attorney Services, and an hourly fee to be paid for Extraordinary Services and Litigation performed as provided above." The request then sought an outline of how each applicant would propose to charge, including the amount of any flat rate, as well as hourly rates.

Below is a list of applicants, alphabetically, along with their principal address, the address of the attorney who would be appointed City Attorney, the number of attorneys at the firm, and their proposed fee arrangements:

Applicant	Principal Address	Address of Attorney		# of Attorneys	Proposed Monthly Fee	Proposed Rate for Hourly Services
Ian A. Brown, PL	245 Riverside Ave., Suite 100, Jacksonville, FL	245 Riverside Ave., Suite 100, Jacksonville, FL		1	\$10,500	\$350 for Senior Attorneys, \$250 for Junior Attorneys, and \$75 for Support Staff, plus costs
CLAYTONKNOWLESQ, LLC	528 East Park Ave., Tallahassee, FL	528 East Park Ave., Tallahassee, FL		2	\$250 per hour (no flat rate)	\$275 per hour
Vose Law Firm LLP	324 W. Morse Blvd., Winter Park, FL	146 Istoria Dr., St. Augustine, FL		8	\$10,500	Included in flat rate

Given the variety of options presented by the applicants, it is my recommendation that the City invite each to present in a public meeting regarding their application and either make a determination based on the presentations or conduct further interviews, in the discretion of the Council.



CITY OF NEPTUNE BEACH

REQUEST FOR PROPOSALS FOR LEGAL SERVICES

INTRODUCTION

The City of Neptune Beach is seeking an attorney licensed to practice law in Florida to be the City Attorney. Preference will be given to firms which have their main office within a 30 mile radius of Neptune Beach with an attorney who will be appointed the City Attorney, but the City will accept applications for an in-house attorney.*

Questions about the City Attorney's position, its workload, the amount and type of ongoing matters the City now has, etc., may be directed to the current City Attorney, Mr. Zachary Roth, at (904) 737-4600 ext. 159 or by e-mail to zrr@ansbacher.net.

Interested attorneys are asked to provide responses as indicated below and to return this form to the City Clerk at 116 First Street, Neptune Beach, FL 32266 by 4 p.m. Wednesday, July 10, 2024.

The current City Attorney will review responses received and recommend to the City Council which firm or firms will be interviewed for the position of City Attorney. The City Council will confirm the firm or firms to be interviewed at the July 15, 2024 workshop meeting.

The firm selected will be expected to assume the duties of City Attorney within thirty (30) days after an employment agreement has been approved by the City Council.

The current City Attorney may remain available for a period to provide transition assistance, will negotiate the new City Attorney's agreement with the City, and may remain primary counsel on certain ongoing projects.

* PLEASE NOTE. "Main office" is defined as the address the firm has registered with The Florida Bar.

SCOPE OF WORK

The scope of work is divided into three parts: City General Attorney Services, Extraordinary Services, and Litigation Services.

City General Attorney Services includes:

1. Oversee and direct the implementation of internal legal activities and operations, which include planning, coordinating, administering, and evaluating projects, processes, procedures, systems and standards; ensure compliance with Federal, State and local laws, regulations, codes, and/or standards, including, but not limited to, guidance and counsel on responding to public records requests.
2. Research and interpret the law using statutes, case law, resolutions, ordinances, and administrative regulations; provide legal advice, analysis, and opinions upon request for appointed City officials, administrative management staff and advisory City Council concerning local government, administrative policy development, employment, purchasing practices, real estate, code enforcement, public records, land use regulation, comprehensive planning, and/or other related legal issues.
3. Prepare and review proposed legislation, ordinances, resolutions, contracts, deeds, leases, and other legal documents requested by the City Council, Mayor, or City Manager.
4. Make informed decisions to bring regulatory, administrative and litigation matters to a cost-effective conclusion.
5. Prepare, review, interpret and analyze a variety of information, data and reports and make recommendations based on findings.
6. Prepare cost estimates for budget recommendations; monitor and control outside counsel expenditures.
7. Coordinate, monitor and report to the Council on the representation of the City by special outside counsel retained by the Council.
8. Arrive 1-hour prior to City Council meetings prepared to address questions and issues in advance of all such meetings, and then attend meetings of the City Council (twice monthly) and Community Development Board (monthly) and also on occasion attend certain other meetings of various committees or subcommittees as requested by the City Manager. The City Council has one regular meeting on the first Monday of every month. This meeting begins at 6:00 p.m. The Council has workshop meetings on the third Monday of every month. These meetings begin at 6:00 p.m. The Council may conduct special meetings from time to time, normally prior to the workshop meeting, with the special meeting occurring at 6:00 p.m. and the workshop to follow, but may occur on other dates and times depending upon need.

STRUCTURE OF COMPENSATION

The City prefers that the structure of compensation consist of a monthly retainer for all legal work performed under the City General Attorney Services, and an hourly fee to be paid for Extraordinary Services and Litigation performed as provided above.

How much will you charge per month for the retainer for City General Attorney Services? \$10,500

How much will you charge per hour for each category below for Extraordinary Services and Litigation Services?

Senior Attorneys/Partners \$350

Junior Attorneys/Associates \$250

Support Staff \$75

Does this amount include expenses? Yes _____ No X

If not, which expenses would you intend to bill for separately: Bill separately for necessary subscriptions, dues, or software needed to fulfill the position

If you will charge the City for legal services under another arrangement, please describe that arrangement below in detail.

REQUIRED INFORMATION

Any responses to the Request for Proposals are a public record and subject to public inspection. The City is an Equal Employment Opportunity Employer.

1. Please furnish a resume for the person to be primarily responsible for representation of the City, along with a description of the larger team available to serve the City. Identify which individual, in the event of unavailability, will fill in for the primarily responsible attorney, together with a brief statement of their experience in representation of governmental agencies.

Resume provided with application.

2. With regard to the individual to be primarily responsible for representation of the City, please indicate:
 - a. Whether he or she is rated by Martindale-Hubble, and if so, the rating and how long he or she has been so rated. *Not rated*
 - b. Whether he or she is Board Certified by The Florida Bar and, if so, in which areas. *Not board certified*
 - c. Please indicate whether such individual currently represents any local governmental agencies, and if so, the names of any contact persons with such agencies.
Not representing any local governmental agencies
3. Please briefly indicate such individual's experience in the following areas:
 - a. Representation of Local Government agencies or boards. *None*
 - b. Experience in zoning matters, including representation of zoning boards and building departments and handling of zoning appeals in either Circuit or District Courts of Appeals. With regard to appellate matters, please furnish the citation for any reported decisions.

Member of the Jacksonville Planning Commission from 2019-2023 responsible for hearing evidence and rendering decisions on zoning and land use matters, including waivers, exceptions, variances, zoning changes, PUDs and PUD modifications, as well as land use changes, sustainability legislation, and Comprehensive Plan changes.

- c. Experience with regard to matters pertaining to "Open Government" including "Government in the Sunshine," "Public Records," "Quasi-Judicial" hearings, and potential conflicts of interest by members of a governmental board.

Experience in quasi-judicial hearings and Sunshine policies as both a Special Magistrate for Jacksonville Valuation Adjustment Board (VAB) and Planning Commissioner for the City of Jacksonville.

- d. Whether such individual has been personally a party to a lawsuit within the past five years as a plaintiff or defendant, and if so, please furnish the style of the action, the court, and docket number.

None

- e. Whether such individual has been the subject of any bar grievance that was not dismissed prior to being assigned to a grievance committee for evaluation and, if so, please furnish documentation regarding such grievance.

None

-

MISCELLANEOUS INFORMATION

Attach Additional Pages if Necessary

1. Have you ever represented a client who has been involved in litigation with the City of Neptune Beach? Yes ____ No X

If yes, please describe the circumstances.

2. Do you currently provide legal services for any other public agencies in Duval County, or in other north Florida counties? If so, please list them.

No

3. Do you currently represent any clients with matters relating to properties or businesses in Neptune Beach? Yes ____ No X

If yes, please describe the circumstances.

4. Please provide any other information which you think will help the City Council to evaluate your qualifications.

My professional experience in both public and private sectors is unique, as I have a cross-disciplinary background. I have spent much of my time in hybrid settings that intersect legal, business, appraisal/valuation, brokerage, and public service.

Additionally, I held public positions in quasi-judicial roles as a Planning Commissioner and as a Special Magistrate (Valuation Adjustment Board) for the City of Jacksonville.

Lastly, I am local to the Beaches and available to attend the frequent evening hearings/meetings without the burden of a lengthy commute. I value the Beaches community and intend to reside here permanently and raise my family in this beautiful environment.

FIRM NAME: IAN A. BROWN, PL

FIRM ADDRESS:

245 Riverside Ave, Suite 100, Jacksonville, FL 32202

SIGNED: _____

NAME: Ian Brown

DATE: 7/9/2024

EDUCATION

FLORIDA COASTAL SCHOOL OF LAW
Juris Doctor, May 2013

Jacksonville, Florida

FLORIDA STATE UNIVERSITY
Bachelor of Arts, History, April 2005

Tallahassee, Florida

LICENSURE & APPOINTMENTS

Member of The Florida Bar - #0104714

State-Certified General Real Estate Appraiser - FL - #RZ3399

State-Certified Real Estate Broker - FL & GA - #BK3176853

Special Magistrate - Duval County FL Valuation Adjustment Board (2014, 2015)

Planning Commissioner - City of Jacksonville (2019 - 2023)

WORK HISTORY

LAW OFFICE OF IAN A. BROWN, PL
Founder, Attorney

Jacksonville, Florida
September 2014 –Present

- Commercial & residential title & escrow
- Ad-valorem tax appeal and debt restructuring
- Draft & negotiate real estate purchase and sale agreements

YIELD COACH REALTY & CAPITAL
Founder, Broker & Investor

Jacksonville, Florida
September 2014 –Present

- Commercial Brokerage | Formerly Brown Brothers Realty
- Representation of tenants, landlords, buyers, and sellers
- Site Selection, valuation, feasibility, and investment analysis of commercial real estate

PRIME REALTY
Commercial Broker

Jacksonville, Florida
August 2013–September 2014

- Represented parties to commercial real estate transactions
- Advised tenants, landlords, buyers, and sellers
- Assisted investors in due diligence and pricing assets and non-performing debt

KEYSTONE CONSULTING GROUP
Senior Appraiser & Consultant

Jacksonville, Florida
2007–2012

- Appraisal/valuation of resort, hotel, restaurant, retail, industrial, golf course, subdivision, and office property
- Substantial tax abatement of an 821± acre oceanfront resort facility achieved through successful negotiation with Nassau County Valuation Adjustment Board (VAB)

BISHOP JOHN J. SNYDER HIGH SCHOOL
Teacher, Coach & Mentor

Jacksonville, Florida
2005–2011

- Instructed students in the subjects of world history, world religion, philosophy, Catholic religion, and geography
- Key participant in the development of the track and field program and facility
- Coached athletes in the shot put and discus throws, numerous athletes placed in the state finals

ACHIEVEMENTS

- Graduated top 25 percent of class of 2013 - Florida Coastal School of Law
- 2008 Consultant of the Year - Keystone Consulting Group
- Starting player on 2005 Florida State University rugby team - finished 7th in U.S

INTERESTS

- Mentoring my daughter Chloé Brown, son Conor Brown, and daughter Harper.
- Education, coaching, jiu-jitsu, surfing, rugby, hiking, camping, and playing guitar
- Using my personal and professional skills to create positive change in the lives of others and the community around me

**CLAYTONKNOWLESQ, LLC
528 EAST PARK AVENUE
TALLAHASSEE, FLORIDA 32301**

**CITY OF NEPTUNE BEACH
RESPONSE TO REQUEST FOR PROPOSALS**

CITY ATTORNEY SERVICES

Closing Date: July 10, 2024

**CLAYTONKNOWLESQ, LLC
528 EAST PARK AVENUE
TALLAHASSEE, FLORIDA 32301**

July 2, 2024

**City of Neptune Beach
ATTN: City Clerk
116 First Street
Neptune Beach, Florida 32266**

To Whom It May Concern:

The law firm of CLAYTONKNOWLESQ, LLC is pleased to submit this response to the Request for Proposals for legal services issued by the City of Neptune Beach. The information provided in this response demonstrates the Firm maintains a continual commitment to provide responsive and quality legal services to the public sector on a cost-effective basis. As a candidate for the position of City Attorney, the undersigned will serve as the primary attorney during all contractual terms.

CLAYTONKNOWLESQ, LLC is available to represent the City Commission for of all its legal services. The Firm has and continues to handle all aspects of governmental legal service needs, including litigation, land use, environmental, zoning, constitutional, ethics, code enforcement, injunctive relief actions, declaratory actions, mediations, administrative, election and redistricting challenges and labor and employment issues presented to the County during the past four and a half years. Attorney Clayton Ford Knowles, Esquire will have primary responsibility for managing the relationship with the City, although Attorney Harold Knowles will work with the Firm in an of counsel capacity to manage the City's legal service workload.

The Firm is uniquely positioned and agrees to abide by and provide all services that it is currently providing to the City in addition to those practice areas and legal service needs outlined in the Request for Proposals. The Firm's attorneys look forward to discussing our qualifications and continuing to provide quality legal services to the City.

Kindest Regards,

CLAYTONKNOWLESQ, LLC



Clayton Ford Knowles

ATTORNEY EXPERIENCE

The Firm's principal attorney is Clayton Ford Knowles, Esquire. Mr. Knowles received his undergraduate degree from The Florida State University and his Juris Doctorate from The Florida State University College of Law in 2010 and is an active member of the Florida Bar licensed to practice in all Florida state courts and the Federal court for the Northern District of Florida. Since 2020, he has served as the County Attorney for the Board of County Commissioners of Gadsden County. In that capacity, Mr. Knowles has represented/defended the County in numerous lawsuits, primarily including but not limited to civil rights, elections/redistricting, employment discrimination and contractual disputes. During his tenure as County Attorney, Mr. Knowles assisted with the County's compliance in the receipt, distribution of over \$15,000,000.00 in federal CARES Act and ARPA funds.

Mr. Knowles is an active member of the Florida Association of County Attorneys and a member of the City, County & Local Government Law Section of the Florida Bar. Mr. Knowles has been instrumental in Gadsden County's ongoing effort to build a new Emergency Operations Center and was the chief legal liaison with the Florida Department of Commerce (formerly the Department of Economic Opportunity) during the planning, development and receipt of funds related to the construction of the W.S. Stevens School COVID-19 shelter rebuild. Mr. Knowles has assisted with updating the County's Rules of Procedure and Decorum, revisions to the County's Procurement Policy to comply with the Competitive Consultants Negotiation Act (CCNA), drafting of the County's Strategic Plan and Fire Service Interlocal Agreements.

Mr. Knowles is certified by the Florida Institute of Government in elections law and signature training and has served as the Chief Legal Counsel to the Gadsden County Canvassing Board since 2020. He has extensive knowledge and experience in the areas of election law challenges, redistricting and determination of voter intent pursuant to Florida Statutes 102.

Mr. Knowles has extensive experience in the areas of land use and growth management and has served as board counsel to Gadsden County's Planning and Zoning Commission. In this capacity Mr. Knowles was tasked with assisting the County's Growth Management Director in revising the County's Comprehensive Plan and the implementation and passage of the County's statutorily required Property Rights Element. In his capacity as counsel for the Planning and Zoning Commission, Mr. Knowles has presided over both legislative and quasi-judicial proceedings involving land use changes, development orders (DOs) and Developments of Regional Impact (DRIs).

Since 2019, Mr. Knowles has served as chief counsel to the Northwest Florida Black Business Investment Corporation which provides loans to minority owned businesses throughout the Florida Panhandle. He also serves on the Board of Directors of DISC Village, Inc. a Florida non-profit that provides a myriad of drug and alcohol treatment services throughout North Florida and since 2023 has served as the Vice Chairman of the Board. In 2024 Mr. Knowles was selected by the Apalachee Regional Planning Council to represent them as their general counsel.

LAW FIRM EXPERIENCE

CLAYTONKNOWLESQ, LLC (“the Firm”) is a full service, African American owned law firm in continuous existence since 2018 in Florida. The firm concentrates its practice in the areas of municipal, county and local governmental law, land use governmental relations, administrative law, corporate and general business transactions, civil litigation and real estate.

The Firm, by and through its principal attorney, has represented both municipal and county governments in various capacities. The Firm’s principal currently serves are the County Attorney for the Gadsden County Board of County Commissioners and has previously represented the City of Tallahassee’s Code Enforcement Board as Board Counsel, the Leon County Code Enforcement Board as Board Counsel, the Tallahassee-Leon County Board of Adjustment and Appeals as Board Counsel, the City of Gretna and the City of Jacob, Florida as the City Attorney.

The Firm’s real estate practice provides a complete complement of services, such as quiet title and property partition lawsuits, defaults, foreclosures, debt restructurings, workouts, preparation of deeds, title examinations, land sales, property development and real estate closings, including the review of ownership and encumbrance reports.

The Firm also specializes in analysis of complex title issues including but not limited to resolution of boundary encroachments, prescriptive easements and ways of necessity, adverse possession, sovereignty lands, survey ambiguities and errors, reformation of property interests and legal descriptions and intergovernmental property swaps.

The Firm can provide litigation assistance in the areas of contracts, labor disputes, insurance claims, real property, commercial, corporate, and personal injury matters.

The Firm has support staff, including an administrative assistant, along with fiscal/ finance staff, who are regularly enrolled in continuing education courses to maintain the requisite skill levels needed to provide quality service to the firm’s clients. The support staff’s expertise includes but is not limited to maintaining the firm’s overall data base and technology platform, updating and managing the firm’s digital case management system, legal research, handling closings, trial litigation assistance, client engagement, and court filings.

The staff is required to attend basic and advanced training courses and programs to keep abreast of trends, new technology and information system developments. The Firm is fully computerized with on-line research capability, as well as internal and external Internet access. The firm is equipped with a technologically advanced infrastructure and the appropriate human resources capable of addressing minor or major projects on behalf of its clients. The Firm’s information system resources allow it to establish and maintain client confidentiality, security and integrity.

The Firm is headquartered at 528 East Park Avenue, Tallahassee, Florida and has no field offices, but regularly handles the interests of clients throughout the Panhandle and the entire

State Florida as well. The firm will maintain insurance coverages that meet or exceed the requirements of this proposal should the firm be selected.

The firm uses the state-of-the-art technology software applications launched from a Microsoft Online Office 365 platform. This platform allows users to work from anywhere; provides robust security and reliability; and permits teams and users to easily collaborate. It facilitates data security, collaboration, comprehensive communication, and productivity. Westlaw NeXT and Westlaw AI are used by the firm as its main research application tools which are viewed by most legal research analysts as the “best of breed”. Clio is deployed by the firm as its primary case management application allowing the firm to digitize all client matters to manage cases, organize contracts, automate documents, generate bills and track receivables.

No malpractice or ethics complaints have been substantiated against any attorney in the firm within the past five (5) years. There are no pending actions or actions currently under review by the State Ethics Board.

In the event that Attorney Clayton Knowles is unable to attend a meeting or otherwise unavailable, Attorney Harold Knowles will attend meetings of the Board. Attorney Harold Knowles has over 40 years of experience working in local government law including currently representing the City of Gretna for over 45 years, the City of Tallahassee Code Enforcement Board for over 30 years, the joint City of Tallahassee/Leon County Board of County Commissioners Board of Adjustment and Appeals for over 30 years and the Jacob City Florida City Council for over 5 years as City Attorney. Mr. Knowles also has extensive experience in the areas of property law and bond finance.

CONFLICTS

The Firm is not aware of any conflicts which exist which would prevent the Firm from adequately and ethically representing the County. No relatives of anyone at the firm are employed by the City.

[THIS SPACE LEFT BLANK INTENTIONALLY]

MISCELLANEOUS INFORMATION

Attach Additional Pages if Necessary

1. Have you ever represented a client who has been involved in litigation with the City of Neptune Beach? Yes _____ No X

If yes, please describe the circumstances.

2. Do you currently provide legal services for any other public agencies in Duval County, or in other north Florida counties? If so, please list them.

The firm's attorneys currently provide legal services as the County the Gadsden County Board of County Commissioners (Attorney Clayton Knowles), the City of Gretna (Attorney Harold Knowles), the Apalachee Regional Planning Council (Attorney Clayton Knowles), the City of Tallahassee (Attorney Harold Knowles) and Jacob City Florida (Attorney Harold Knowles).

3. Do you currently represent any clients with matters relating to properties or businesses in Neptune Beach? Yes _____ No X

If yes, please describe the circumstances.

4. Please provide any other information which you think will help the City Council to evaluate your qualifications.

The firm has over 65 years of combined experience between its two principal attorneys/of-counsel and would be honored to provide the same quality services for the City of Neptune Beach.

FIRM NAME: CLAYTONKNOWLESQ, LLC

FIRM ADDRESS:

528 East Park Avenue

Tallahassee, Florida 32301

SIGNED:



NAME: Clayton Ford Knowles, Esq.

DATE: July 2, 2024

STRUCTURE OF COMPENSATION

The City prefers that the structure of compensation consist of a monthly retainer for all legal work performed under the City General Attorney Services, and an hourly fee to be paid for Extraordinary Services and Litigation performed as provided above.

How much will you charge per month for the retainer for City General Attorney Services? Please see below

How much will you charge per hour for each category below for Extraordinary Services and Litigation Services?

Senior Attorneys/Partners 2

Junior Attorneys/Associates 0

Support Staff 2

Does this amount include expenses? Yes x No

If not, which expenses would you intend to bill for separately: _____

If you will charge the City for legal services under another arrangement, please describe that arrangement below in detail.

The firm proposes charging \$250.00 per hour for general non-litigation related legal services. The firm proposes charging \$275.00 per hour for litigation related legal services.

PROPOSAL FOR
CITY ATTORNEY SERVICES
FOR
CITY OF NEPTUNE BEACH, FLORIDA

BY



Lead Attorneys: Paul Waters, Esq.
Wade C. Vose, Esq.^{†‡}
Gretchen R. H. "Becky" Vose, Esq.[‡]
Nancy Stuparich, Esq.

[†]Wade Vose – Board Certified
in City, County and Local
Government Law

Addresses: Vose Law Firm LLP
146 Isthia Drive
St. Augustine, FL 32095
and
324 W. Morse Blvd.
Winter Park, Florida 32789



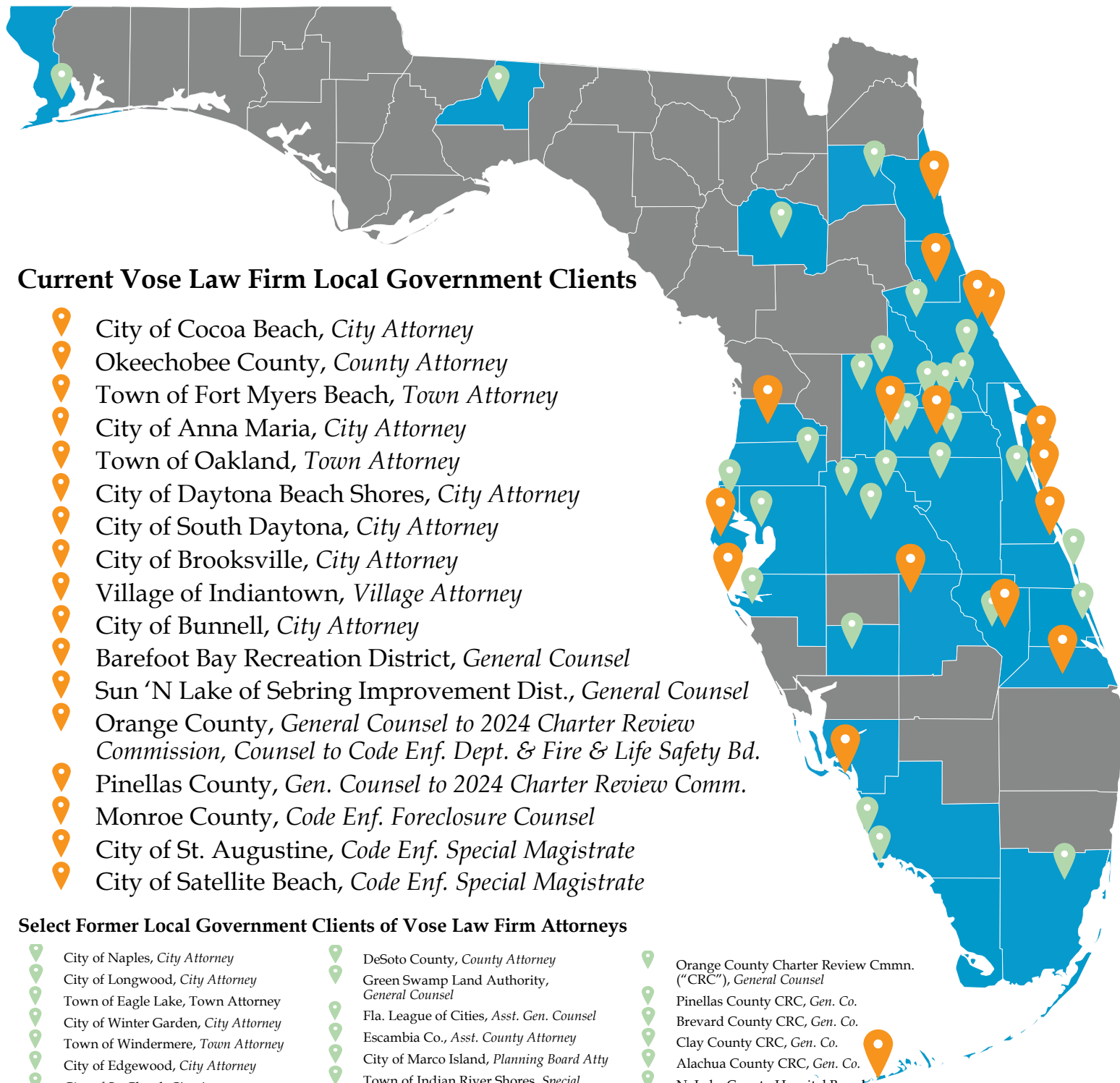
Contact Info: Wade C. Vose, Esq.^{†‡}
321-299-2289
wvose@voselaw.com

[‡]Becky Vose and Wade Vose –
Rated AV Preeminent by Martindale-Hubbell



Due Date: July 10, 2024, 4:00 P.M.

Current & Former Local Government Clients



Current Vose Law Firm Local Government Clients

-  City of Cocoa Beach, *City Attorney*
-  Okeechobee County, *County Attorney*
-  Town of Fort Myers Beach, *Town Attorney*
-  City of Anna Maria, *City Attorney*
-  Town of Oakland, *Town Attorney*
-  City of Daytona Beach Shores, *City Attorney*
-  City of South Daytona, *City Attorney*
-  City of Brooksville, *City Attorney*
-  Village of Indiantown, *Village Attorney*
-  City of Bunnell, *City Attorney*
-  Barefoot Bay Recreation District, *General Counsel*
-  Sun 'N Lake of Sebring Improvement Dist., *General Counsel*
-  Orange County, *General Counsel to 2024 Charter Review Commission, Counsel to Code Enf. Dept. & Fire & Life Safety Bd.*
-  Pinellas County, *Gen. Counsel to 2024 Charter Review Comm.*
-  Monroe County, *Code Enf. Foreclosure Counsel*
-  City of St. Augustine, *Code Enf. Special Magistrate*
-  City of Satellite Beach, *Code Enf. Special Magistrate*

Select Former Local Government Clients of Vose Law Firm Attorneys

- | | | |
|--|--|--|
|  City of Naples, <i>City Attorney</i> |  DeSoto County, <i>County Attorney</i> |  Orange County Charter Review Cmmn. ("CRC"), <i>General Counsel</i> |
|  City of Longwood, <i>City Attorney</i> |  Green Swamp Land Authority, <i>General Counsel</i> |  Pinellas County CRC, <i>Gen. Co.</i> |
|  Town of Eagle Lake, <i>Town Attorney</i> |  Fla. League of Cities, <i>Asst. Gen. Counsel</i> |  Brevard County CRC, <i>Gen. Co.</i> |
|  City of Winter Garden, <i>City Attorney</i> |  Escambia Co., <i>Asst. County Attorney</i> |  Clay County CRC, <i>Gen. Co.</i> |
|  Town of Windermere, <i>Town Attorney</i> |  City of Marco Island, <i>Planning Board Atty</i> |  Alachua County CRC, <i>Gen. Co.</i> |
|  City of Edgewood, <i>City Attorney</i> |  Town of Indian River Shores, <i>Special Land Use Counsel</i> |  N. Lake County Hospital Board of Trustees, <i>General Counsel</i> |
|  City of St. Cloud, <i>City Attorney</i> |  City of Miami Lakes, <i>Asst. City Attorney</i> |  City of Bradenton, <i>Charter Review Counsel</i> |
|  Town of Pierson, <i>Town Attorney</i> |  Lake County, <i>Land Use Special Magistrate</i> |  Lake County, <i>VAB Magistrate</i> |
|  City of Deltona, <i>City Attorney</i> |  Sem. Co. Tax Coll., <i>Outside Counsel</i> |  Hillsborough Co., <i>VAB Magistrate</i> |
|  City of Dade City, <i>City Attorney</i> |  City of Ft. Pierce, <i>Special Invest. Counsel</i> | |
| Sem. Co. Supv. of Elect., <i>Gen. Counsel</i> | | |

Proposal for City Attorney Services
City of Neptune Beach, Florida

Table of Contents

Section 1 – Title Page / Cover Letter / Table of Contents

Title Page	1
Map of Current and Former Local Government Clients	2
Table of Contents	3
Cover Letter / Summary of Proposal.....	4

Section 2 – Experience of Vose Law Firm Attorneys

Resumes of Vose Law Firm Attorneys

Paul Waters (Proposed “City Attorney”)	13
Wade C. Vose	17
Gretchen R. H. “Becky” Vose	25
Nancy Ann M. Stuparich.....	28
Garrett Olsen.....	32
Stephanie Velo.....	36
Chloe Berryman	39
Maria Rondel	42

Section 3 – Experience of the Vose Law Firm

Approach to Providing City Attorney Services	45
Specific Municipal and other Local Government Experience by Topic... ..	49
Additional Required Information	
Local Government Client References	64
Statement Concerning Lawsuits, Ethics or Bar Complaints.....	65
Miscellaneous Information (As Required in RFP).....	66

Section 4 – Fee Proposal

Fee Proposal	68
Structure of Compensation (As Required in RFP)	70



July 10, 2024

City of Neptune Beach
116 First Street
Neptune Beach, Florida 32266

Re: Proposal for City Attorney Services for the City of Neptune Beach

Dear Mayor, Vice Mayor and City Councilors:

It is with pleasure that Vose Law Firm LLP makes this proposal to provide City Attorney Services for the City of Neptune Beach.

The Vose Law Firm is a statewide local government law firm with its offices in St. Augustine and Winter Park. **All eight (8) attorneys of our firm specialize in local government representation and have extensive local government, land development, and litigation experience.** Our attorneys have provided legal counsel to over one hundred (100) Florida local governmental entities, including holding the position and serving as City Attorney, Town Attorney, Village Attorney, and County Attorney for twenty-five (25) different Florida local governments, and having collective local government, land development, and litigation experience of approximately one hundred twenty (120) years.

We currently serve as City Attorney for the Cities of Cocoa Beach, Daytona Beach Shores, South Daytona, Anna Maria, Brooksville, and Bunnell, Village Attorney for the Village of Indiantown (Florida's newest municipality), Town Attorney for the Towns of Fort Myers Beach and Oakland, General Counsel for the Barefoot Bay Recreation District and the Sun 'N Lake Improvement District, and County Attorney for Okeechobee County. We also provide a variety of legal services for Orange County, Pinellas County, and Monroe County.

We propose that Vose Law Firm LLP would be named the City Attorney for the City of Neptune Beach, with **Paul Waters of our St. Augustine office serving as City Attorney / primary lead attorney, and Wade Vose, Becky Vose, and Nancy Stuparich, as additional lead attorneys** for Neptune Beach. These lead attorneys are the most experienced partners of our firm, and they each have extensive experience representing municipalities.

Partner Paul Waters has practiced governmental law for the vast majority of his twenty (20) year practice of law. Prior to joining the Vose Law Firm, Paul amassed a wealth of government legal representation experience, having held various supervisory legal and executive positions within the Florida Department of Business and Professional Regulation (DBPR) over an eleven-year period. He served as Deputy Secretary, which is the Agency's most senior position in charge of regulating almost one million licensees and 20 of the State's largest regulatory boards, many of which directly impact local governments, including the Construction Industry Licensing Board, the Building Code Commission, the Building Code Administrators Board, and the Real Estate Commission just to name a few. **Paul currently serves as the City Attorney for the City of Bunnell, and is based in St. Augustine, within 30 miles from Neptune Beach.**

Wade Vose is the managing partner of the Vose Law Firm and has continuously practiced local government law for the last 20 years. Wade is Board Certified by the Florida Bar in City, County and Local Government Law, and is rated AV Preeminent by Martindale-Hubbell. Wade serves as County Attorney for Okeechobee County, City Attorney for the City of South Daytona, Village Attorney for the Village of Indiantown (Florida's newest municipality), Co-City Attorney for the City of Cocoa Beach, Special Magistrate for the City of Satellite Beach, General Counsel to the 2024 Orange County Charter Review Commission, and General Counsel to the 2024 Pinellas County Charter Review Commission. Throughout his career, Wade has also served as City Attorney for the City of Bunnell, Town Attorney for the Town of Pierson, Chief Assistant City Attorney for the City of Deltona, General Counsel to the Seminole County Tax Collector, General Counsel to the Seminole County Supervisor of Elections, and General Counsel to a total of eight (8) County Charter Review Commissions in five (5) different charter counties, in addition to a range of other specialized representation statewide.

Founding Partner Becky Vose has continuously practiced local government law for the last 50 years, after graduating number one from her law school class at the University of Florida Law School. **Becky is rated AV Preeminent by Martindale-Hubbell.** Throughout her career, Becky has served as City Attorney for the cities/towns of Cocoa Beach, Daytona Beach Shores, Fort Myers Beach, Anna Maria, Brooksville, Oakland, Naples, Deltona, Winter Garden, Longwood, Windermere, Eagle Lake, St. Cloud, and Edgewood.

Partner Nancy Stuparich has practiced local government law for over 20 years, and holds dual masters degrees in both Public Administration and Urban Planning from Florida State University. She is designated as a Certified Labor Relations Professional by the Florida Public Employers Labor Association, and is a Redevelopment Professional (FRA-RP) certified by the Florida Redevelopment Association. Throughout her career, Nancy has served as City Attorney for the Cities of Naples, Brooksville, and Dade City, Town Attorney for the Town of Oakland, and County Attorney for DeSoto County.

Our firm is rated AV Preeminent by Martindale-Hubbell, and our firm has been listed in the Bar Register of Preeminent Lawyers. Our firm's other expert local government attorneys will always be available to provide legal services as needed for the City of Neptune Beach. **The depth of field and legal expertise as to local government representation that will be available to the City of Neptune Beach from the Vose Law Firm is the best available in Florida.**

Representing governmental entities is what we do!

Our firm has deep roots in local government law. Our founder, Becky Vose, began her career as an Assistant City Attorney for Orlando in 1973 after she graduated number 1 in her law school class at the University of Florida, and has continuously represented local governments through the present day. Our firm (having morphed through several iterations of firm names) began in 1985. From those five decades of experience, we've learned that issues that affect one of our local government clients frequently affect many of them. Our attorneys work in a collegial fashion in which we consistently share best practices and innovate ways to best serve our local government clients. Our firm specializes in Local Government Law, and we only represent governmental agencies.

There will never be a conflict when our firm represents Neptune Beach!

Local government representation is not a sideline or afterthought for our firm, and our local government clients are the complete focus of our firm. **Our firm does not represent developers, vendors, or other commercial interests that might create a conflict with our local government representation. We are strictly a law firm that represents local governments. Importantly, the attorneys of our firm are essentially immune from pressure that might come to bear upon attorneys and firms with mixed or less focused practices.**

Fixed fee billing - including extraordinary services and litigation!

Our firm uniformly serves its municipal clients on a fixed fee, all-inclusive basis - including extraordinary services and litigation. To our knowledge, we are the only local government firm in Florida that uniformly includes litigation in its fixed fees. In that way, the interests of our firm are *always* aligned with our client's interests. Unlike some firms that essentially "make their money when their clients get in trouble", we have a financial incentive to keep our clients "out of trouble." But when litigation or extraordinary services occur or are proactively needed, we immediately step in, take aggressive actions that resolve our client's problems in a quick and favorable manner. We don't draw out cases or take unnecessary depositions to run up a bill; rather, we determine the best outcome for our clients and take definitive and proactive actions to resolve litigation and complex issues quickly and in our clients' best interests.

Due to our offered unique billing arrangement of flat fee billing, with no extra legal fees, there will never be any hesitancy on the part of elected officials or staff to contact our attorneys as to each and every matter in which there may be a legal issue involved. Many municipalities with attorneys who charge an hourly rate can suffer “sticker shock” when unexpected litigation occurs and legal fees get extremely high. Our flat fee structure protects our governmental clients from such an experience. Having a law firm that does not charge additional fees for litigation can also be extremely helpful in negotiating a resolution of a dispute. When one side of a dispute is not fearful of runaway legal fees, (such as a city with a flat fee attorney contract including litigation), and the other side has such fears, the non-fearful party definitely has a “leg-up” in the negotiations.

We provide COMPLETE legal services to our clients.

The attorneys of our firm provide *complete* legal services to each of our governmental clients. Our expert local government lawyers handle simple and complex litigation of all sorts, transactional matters including, but not limited to all manner of conveyances, leases, easements, road vacations, title insurance, and closings, comprehensive representation as to development matters, zoning, comprehensive plans, platting, development agreements, ordinances and resolutions, labor and employment, TRIM compliance, eminent domain, code enforcement, CRA representation, historic preservation, vacation rental regulation, environmental law issues, general aviation airport legal issues, public works issues, contract drafting and review – the list goes on and on. We are also very comfortable working with specialty counsel, such as separate labor attorneys, if that is desired by our clients, but since we handle labor work for most of our clients, outside labor attorneys are not needed.

Included with this proposal under Section 2 is a document entitled “Specific Municipal and Other Local Government Experience by Topic”, which is a 15-page single spaced listing of examples of some of the legal services we have provided our governmental clients over the years. With approximately 120 cumulative years of our attorneys representing local governments, there is little, if anything we have not handled.

24/7/365 Availability / In person availability in less than an hour

Our attorneys are available 24/7/365. If one or more of our attorneys are ill or on vacation, the other equally qualified attorneys of our firm are ready, willing, and able to step up and provide legal services as needed. Utilizing our firm as City Attorney is truly the equivalent of an in-house multi-attorney legal department with paralegal support, without the expenses that would otherwise be associated with such a legal department.

Importantly, Paul Waters lives and works in St. Augustine, approximately 30 miles from Neptune Beach. Wade Vose and Becky Vose are merely a couple of hours away from Neptune Beach. In fact, as reflected in our Map of Current & Former Local

Government Clients on Page 2 of this Proposal, Neptune Beach would actually be one of our more geographically proximate clients.

No limit on services we provide for flat fee

We have learned in our extensive experience representing governmental entities that the need for legal services does not always happen in a predictable, uniform pace for our clients. There are times when the legal needs of an individual client are intense and multitudinous, and at those times, we have the depth of field and resources to assign multiple attorneys to one client at the same time to address and resolve all the pending issues. You can rest assured that our firm is ready, willing and able to assign the appropriate attorneys to address all of the issues of the City of Neptune Beach in a successful and timely manner.

Our philosophy of local government representation

Our firm is highly proactive in minimizing our governmental clients' legal exposure. In addition, the attorneys of our firm have the highest degree of professionalism and ethics, and we always work closely with elected officials and staff in recognizing and solving problems. Not only is minimizing our clients' legal exposure best for our municipal clients, but it is absolutely necessary from our firm's standpoint since **our firm uniformly represents its municipalities on a fixed fee all-inclusive basis, including litigation.**

The attorneys of our firm understand that a municipality that has a reputation of vigorously defending its interests will be the object of fewer lawsuits. Therefore, our firm strives to maintain the delicate balance of providing legal advice that serves the best interests of the municipality while avoiding unnecessary litigation. But if litigation becomes necessary, the Vose Law Firm vigorously provides a strong and effective offense or defense as needed. It is our firm's belief that our best interests are inexorably tied to the best interests of our clients. **If our clients benefit, so do we.**

Means and methods of litigation

Our firm uses completely different means and methods of representing our clients in litigation than are typical with some firms that charge by the hour.¹ Instead of the typical practice of law firms filing repetitive motions, memoranda of law, unproductive discovery, and having repeated hearings, all resulting in high hourly billings,² our firm takes a different tack in litigation. When faced with litigation, we first

¹ It should be noted that Becky Vose was an equity partner with the large Miami-based law firm of Shutts & Bowen for 10 years, and Nancy Stuparich was formerly an attorney with the Weiss Serota law firm, so we are very familiar with typical litigation practices when legal work is billed by the hour.

² When these strategies are used by both sides in litigation, with both sides billing hourly for their work, it is sometimes referred to by attorneys as "doing the dance".

analyze the case fully, do the appropriate legal research and determine a strategy that will result in an early “kill shot” that dispenses with the litigation, or, if that is not feasible, we devise a strategy leading to a quick and successful trial.

Occasionally our local governmental clients decide that instituting litigation is important for their interests, and our litigation strategies also greatly benefit our clients in those situations. Rather than “litigating a case to death” as is so often the case when litigation is billed by the hour, **our attorneys devise an effective and quick strategy to obtain our client’s desired results in the most expeditious manner possible.** This not only achieves our client’s goals quickly, but also minimizes the distraction and time consuming work often imposed upon other city staff and elected officials during the pendency of litigation.

Examples of our successful litigation strategy

An example of our firm’s litigation strategy that greatly benefitted a former local government client of the Vose Law Firm was demonstrated in the *Manji v. City of Deltona* case. When the Vose Law Firm became the city attorney of Deltona, (a city with a population of over 87,000), the firm inherited numerous lawsuits. One of those cases was the *Manji* case, which was an inverse condemnation action in which there was a multimillion dollar claim of damages against the city. The case had been pending for seven years, and five different attorneys had worked on it for the city. Sadly, there had been little substantive progress on the case during that time, even though hundreds of thousands of dollars had been paid to the city’s attorneys for the litigation. The files for the case filled 14 banker’s boxes containing massive amounts of court filings, research paperwork, notes, deposition transcripts, and discovery materials.

After thoroughly reviewing the case, doing the appropriate legal research, and talking with the City Manager, the Vose Law Firm recommended noticing the case for trial, and at the same time making an offer of judgment of \$50,000. This was approved by the City Commission. The offer of judgment was declined by the plaintiffs and Becky Vose tried the case two months later in a two-day bench trial. The city won the case, and the court found that the city had no liability whatsoever. The Vose Law Firm then filed a motion to assess fees and costs against the plaintiffs based on the offer of judgment, and at mediation of that motion, **the plaintiffs agreed to pay the City of Deltona \$100,000.** Soon after this successful result, virtually all the other cases that had been languishing under previous Deltona city attorneys were quickly and advantageously resolved by the Vose Law Firm through negotiation and mediations. It should be noted that although the City of Deltona had been for many years a virtual “punching bag” for litigation, once the word went out in the legal community that the city’s attorney would not “do the dance”, future litigation essentially went away.

It is our sincere belief that our firm’s means and methods of litigation, which result in excellent results in a short time frame, are in the best interests of our local government

clients. **Our litigation strategies and our fixed fee billing, including litigation, would benefit the City of Neptune Beach greatly.**

There would be no additional billing for any ancillary legal services, research expenses (such as Westlaw/Lexis fees), travel or miscellaneous expenses, (phone, fax, courier, etc.) and no other costs or expenses, (other than the pre-approved out of pocket expenses mentioned in the next paragraph), that would be billed separately. There would be no other expenses or fees charged, regardless of the time needed or complexity involved in any legal matter.

Pre-approved out of pocket costs, (such as court filing fees, and court reporter fees), would be billed at cost, with no mark-up or multiplier. There would be no separately billed copying charges.

Budgetary certainty – unlimited access to best local government legal talent available

Our flat fee arrangement would give complete budgetary certainty as to the City Attorney expenses of the City, including litigation, while providing unlimited access to the best local government legal talent available in the state.

Hiring our firm on a flat fee is truly the equivalent of having a large in-house legal staff at a fraction of the cost. From our experience, litigation cannot always be avoided, and sometimes litigation is needed to proactively protect the best interests of the municipality. Those are the times when legal expenses can get out of hand if the municipality is paying for its legal services by the hour. Our clients believe that it is a wise choice to pay a flat fee that includes litigation each month to ensure budgetary certainty and prevent the frightening experience of out-of-control legal costs. **This arrangement would take the fear of litigation costs out of the equation when third parties threaten litigation if the city does not meet the demands of that third party.**

The attorneys of our firm will truly become a part of the City of Neptune Beach.

The attorneys of the Vose Law Firm have realized over the years that an all-inclusive retainer results in more frequent contact between the attorneys on one side, and the staff and elected officials on the other, which almost always results in less “false starts,” and unintentional legal errors by government staff. The end result in having the municipality’s lawyers involved in projects and work from the very beginning, is that litigation is avoided, and legal work to “fix” a problem is kept to a minimum. The attorneys of the Vose Law Firm wish to truly be a part of the City of Neptune Beach and work diligently to keep the City out of trouble and ensure the smooth running of the City without unnecessary litigation or problems.

The Vose Law Firm has a fast paced and active practice; however, rest assured that we have the time, ability, desire, commitment, and passion to provide prompt, high

quality legal services to the City of Neptune Beach as its City Attorney at an affordable price. We would be honored and thrilled to provide City Attorney services for the City of Neptune Beach, and the attorneys of the Vose Law Firm are ready, willing and able to immediately take over the representation of the City.

At any time, the full resources of the Vose Law Firm would be available to the City of Neptune Beach for one reasonable, flat monthly payment. That includes the active involvement and representation by eight (8) highly experienced and competent local government, land development, and litigation attorneys of the firm. The depth of field and legal expertise as to local government, land use, and litigation representation will be the best available in Florida.

Because of our extensive local government and city attorney experience, we believe that we would be an ideal law firm to represent the City of Neptune Beach as its City Attorney. Our preferred "all inclusive" fee arrangement "including litigation and extraordinary services", would result in complete budgetary certainty as to legal services, as well as unlimited access to eight (8) expert local government lawyers.

The point of contact for this proposal is Wade Vose, Managing Partner of Vose Law Firm LLP. He is available by cell phone at 321-299-2289, and by email at wvose@voselaw.com. Wade Vose will be responsible for answering the City's questions and for contract negotiation, and he is authorized to sign on behalf of the firm.

We are used to taking over the legal representation of a municipality upon a moment's notice, without the municipality or the firm missing a beat. We assure you that if chosen, we will perform the City of Neptune Beach's legal work in a timely and professional manner, and you will be exceptionally satisfied with our legal services.

Thank you in advance for your review and consideration of our proposal.

Sincerely,

A handwritten signature in blue ink, appearing to read "Wade C. Vose", followed by a period.

Wade C. Vose, Esq.
Managing Partner

SECTION 2

EXPERIENCE OF VOSE LAW FIRM ATTORNEYS

PAUL R. WATERS

Partner, Vose Law Firm, LLP
146 Istoria Drive
St. Augustine, Florida 32095
Telephone: (904) 495-1054
Email: paul@voselaw.com



EDUCATION AND BAR DATA

Law Degree: Florida Coastal School of Law
Jacksonville, Florida
Juris Doctor, May 2004

Undergraduate Degree: University of Central Florida
Orlando, Florida
B.A. in Legal Studies, May 1998
Dean's List

Member/Admitted: Florida Bar – Admitted and member in good standing – Bar No. 817651
Texas Bar – Inactive – Bar No. 24102728

PROFESSIONAL AND GOVERNMENTAL POSITIONS HELD

City of Bunnell, Florida (Bunnell, FL) - Present

City Attorney – As City Attorney to this Flagler County city that serves as county seat and is the second largest city geographically in Florida (after Jacksonville), responsible for providing legal advice to City Commission and other City boards at public meetings as needed, advising all city departments including planning, finance, police, grants, and public works, drafting city ordinances and resolutions, handling real estate transactions, and conducting litigation on behalf of the City.

Assistant City/Town/Village Attorney (Various Municipalities) - Present

Provides effective legal services and counseling to the cities of Daytona Beach Shores, South Daytona, Cocoa Beach, Anna Maria, and Brooksville; the Village of Indiantown, and the Town of Oakland with a client-centered approach. Duties include drafting ordinances, resolutions, policies, agreements, legal memoranda, and other legal documents; representing municipalities throughout all phases of litigation, including developing and executing litigation strategies, drafting motions, pleadings, and written discovery, as well as preparing municipal staff and law enforcement officers for hearings; and advising boards on substantive and procedural legal issues during public hearings and workshops.

Okeechobee County (Okeechobee, FL) - Present

Assistant County Attorney – Executes comprehensive and quality legal strategies and services for the Board of County Commissioners. Duties include preparing legal documents, including ordinances, resolutions, and contracts, and advising and representing County staff.

Vilano Management and Postal Fleet Services (St. Augustine)

Corporate Counsel (2020 – 2022)

- Advise other senior leaders on legal issues involved with operating a \$300M per year transportation company.
- Oversee regulatory compliance and respond to investigations from the Department of Labor that arise from 2,000 employees
- Oversee regulatory compliance and respond to investigations from the Department of Transportation involved with operating a fleet of over 1,500 tractor trailers
- Perform contract negotiations and draft vendor agreements, sub-contracts, real estate leases, employee leasing agreements, and equipment leasing agreements
- Handle personnel matters including disciplinary actions, lay-offs, non-disclosure agreements, draft personnel manuals, and oversee employee health & wellness plans
- Supervise litigation involving alleged wrongful termination (discrimination and retaliation), wage and hour disputes, breach of contract and insurance claims for trucking accidents

Florida Department of Business and Professional Regulation (Tallahassee)

Deputy Secretary of Professional Regulation (August 2017 – January 2019)

- Agency head in charge of six divisions and 20 professional boards
- Managed the regulation of over 900,000 professionals
- Responsible for the activities of over 450 employees
- Presented before legislative committees and conduct bill analysis

Executive Director, Florida State Boxing Commission (July 2014 – August 2017)

- Coordinated all professional boxing and mixed martial arts events throughout Florida
- Managed over 60 Commission staff and event officials
- Led project to re-write administrative rules governing combat sports
- Supervised sanctioning of reality television series “The Ultimate Fighter”

Deputy General Counsel (June 2013 – August 2014)

- Managed over 50 attorneys and office staff
- Supervised prosecution of 2,500 cases annually before agency’s professional boards
- Acted as legal advisor to General Counsel and senior managers
- Served as informal hearing officer

- Conducted bill analysis, handled legislative requests and responded to media inquiries

Chief Attorney (Oct. 2010 - June 2013)

- Managed over 15 attorneys and office staff
- Supervised prosecution of over 1,000 cases annually
- Conducted hearings before Construction Industry Licensing Board

Staff Attorney (Oct. 2008 - Oct. 2010)

- Prosecuted construction contractors for violations of Florida statutes and administrative rules

**Finlay Property Development, Construction and Property Management (Jacksonville)
Assistant Corporate Counsel (2005 – 2008)**

- Supervised due diligence for tax-credit, construction and perm loan closings
- Litigated cases involving breach of contract, liens and construction defects
- Conducted residential closings for in-house title company (Best American Title)

Biographical Sketch – Paul R. Waters

Paul Waters is a partner with the Vose Law Firm. He serves as City Attorney for the City of Bunnell, and as an assistant city/county attorney for each of the firm's other local government clients. Since joining the firm in 2022, Mr. Waters has handled most of the firm's appeals, including a recent victory after oral argument before the Sixth District Court of Appeals that upheld the validity of the City of Naples' fertilizer ordinance. This ruling paves the way for other local governments to maintain clean water free from harmful pollutants that cause algae blooms, fish kills and pose human health risks. In addition, Mr. Waters successfully defended a petition for writ of certiorari challenging a city's decision to deny a development permit application. He also litigates other permit denial cases and code enforcement lien foreclosures.

Mr. Waters has a wealth of government legal representation experience, having held various supervisory legal and executive positions within the Florida Department of Business and Professional Regulation (DBPR) over an eleven-year period. He served as Deputy Secretary, which is the Agency's most senior position in charge of regulating almost one million licensees and 20 of the State's largest regulatory boards, many that directly impact local governments, including the Construction Industry Licensing Board, the Building Code Commission, the Building Code Administrators Board, and the Real Estate Commission just to name a few.

As Deputy Secretary, Mr. Waters often testified before legislative committees and met daily with legislators and senior gubernatorial staff to resolve complex policy and legal issues. In addition, Mr. Waters served as Deputy General Counsel, which is the lead attorney in charge of seventy prosecuting attorneys and support staff which prosecuted

thousands of cases annually before the Agency's boards and the Division of Administrative Hearings. He also served as the Executive Director of the Florida Athletic Commission, which oversaw all professional boxing and MMA events held in the State, many of which were major televised events including the sanctioning of the reality television show "The Ultimate Fighter."

Finally, Mr. Waters served as the Agency's informal hearing officer for a contentious casino license denial case. The case made its way to the Florida Supreme Court, which upheld Mr. Waters' decision and legal analysis.

After leaving DBPR and prior to working for the firm, Mr. Waters served three years as General Counsel for a national transportation company, which was the second largest government contractor for the United States Post Office. In that role, he oversaw regulatory compliance with federal and state departments of labor and departments of transportation arising from over 2,000 employees and 1,500 tractor trailers. Mr. Waters settled lawsuits involving wrongful termination for alleged discrimination, alleged retaliatory firings of whistleblowers, and allegations of hostile work environment. He was instrumental in the dismissal of a Department of Justice investigation involving alleged unpaid fringe benefits and wages. Finally, Mr. Waters managed outside insurance attorneys defending the company in truck accident lawsuits, some of which involved fatalities.

After graduating the University of Central Florida with a Bachelor of Arts (BA) degree in Legal Studies from the University of Central Florida, Mr. Waters served as an environmental and zoning code enforcement officer for Volusia County where he enforced one of Florida's first sea turtle lighting ordinances that "darkened" almost 36 miles of Volusia's beachfront, a very controversial program at the time. It was that experience of presenting cases before Volusia County's Code Enforcement Board that led Mr. Waters to attend law school at the Florida Coastal School of law, where he received the degree of Juris Doctor.

Mr. Waters is licensed in Florida and Texas (inactive), and he is a member of the Middle District of Florida's Federal Court Bar. He is also a member of the Volusia County Bar Association. While not working, Mr. Waters enjoys spending time outdoors with his wife and 16-year-old son surfing, fishing, and jogging.

WADE CHRISTOPHER VOSE

Managing Partner, Vose Law Firm LLP
324 West Morse Blvd.
Winter Park, Florida 32789
Telephone: (407) 645-3735
Cell: (321) 299-2289
Facsimile: (407) 628-5670
Email: wvose@voselaw.com



Martindale-Hubbell®



EDUCATION AND BAR DATA

Legal	University of Florida College of Law Gainesville, FL J.D. with Honors, May 2003 Book Awards: Environmental Law Intellectual Property Law Family Law Recipient of the Levin College of Law Leonard Scholarship
Undergraduate	University of Florida Gainesville, FL B.A. in Political Science, with Honors, May 2000 National Merit Scholar / Florida Academic Scholar Omicron Delta Kappa Leadership Honorary
Preparatory	Bishop Moore Catholic High School Orlando, FL Graduated with Highest Honors, May 1996 Student Body President & Valedictorian
Admitted	Florida Bar – Admitted & Member in Good Standing since 2003 Bar No. 685021 U.S. District Court, Middle District of Florida U.S. District Court, Northern District of Florida U.S. District Court, Southern District of Florida Orange County Bar Association City, County, and Local Government Law Section – Florida Bar Environmental & Land Use Law Section – Florida Bar
Certification	Board Certified in City, County and Local Government Law

PROFESSIONAL EXPERIENCE

Vose Law Firm LLP (Winter Park, FL)

Managing Partner - As managing partner of an AV-rated statewide local government law firm serving as City Attorney for nine cities and County Attorney for one county, in addition to extensive specialized representation for local governments statewide, responsible for overseeing every segment of the local government representation process, including representation of local government commissions, councils, and boards, client counseling of elected officials, city and county managers/administrators, department heads, staff, and appointed officials, evaluation of claims and defenses, development of litigation strategies, preparation of ordinances, resolutions, development agreements, pleadings, discovery, motions, and memoranda, and argument before trial and appellate courts. January 2004 to present.

Okeechobee County Board of County Commissioners (Okeechobee, FL)

County Attorney - As County Attorney for the only county strategically located in both Florida's Treasure Coast and Florida's Heartland, responsible for protecting the legal interests of Okeechobee County by providing comprehensive and quality legal services to the Board of County Commissioners, the County Administrator, and Department Heads, providing legal advice to the Board of County Commissioners and other county boards at public meetings, drafting county ordinances and resolutions, drafting and reviewing county contracts, and conducting litigation on behalf of the County. November 2019 to present.

Village of Indiantown, Florida (Indiantown, FL)

Village Attorney - As Village Attorney to Florida's newest municipality, just formed at the end of 2017, responsible for providing legal advice to the Village Council, Village Manager, Village boards and staff as the Village charts its own course, drafting ordinances, resolutions, and agreements, handling real estate transactions, and conducting litigation on behalf of the Village. September 2018 to present.

City of South Daytona, Florida (South Daytona, FL)

City Attorney - Wade Vose serves as City Attorney to the City of South Daytona, a residential and business-friendly city bordering the Halifax River. Responsible for providing legal advice to City Council and other City boards at public meetings as needed, advising all city departments, drafting city ordinances and resolutions, and conducting litigation on behalf of the City. November 2020 to present.

2024 Orange County Charter Review Commission (Orlando, FL)

General Counsel - As General Counsel to the commission empowered by the Orange County Charter to conduct a comprehensive study of all phases of county government and place proposed charter amendments on the ballot for voter approval, responsible for advising the 2024 Orange County Charter Review

Commission ("CRC") as to all legal matters, including legality and constitutionality of CRC actions and proposed charter amendments, representation of CRC at public meetings, preparation of charter amendment and ballot language, and preparation of CRC final report. April 2023 to present.

2024 Pinellas County Charter Review Commission (Clearwater, FL)

General Counsel - As General Counsel to the commission empowered by the Pinellas County Charter to review, on behalf of the citizens of Pinellas County, the operation of county government in order to recommend amendments to the Pinellas County Charter, responsible for advising the 2024 Pinellas County Charter Review Commission ("CRC") as to all legal matters, including legality and constitutionality of CRC actions and proposed charter amendments, representation of CRC at public meetings, and preparation of charter amendment and ballot language. September 2023 to present.

City of Cocoa Beach, Florida (Cocoa Beach, FL)

City Attorney - Vose Law Firm, Becky Vose, and Wade Vose jointly serve as City Attorney to the City of Cocoa Beach, the famous beach community on Florida's Space Coast. Responsible for providing legal advice to City Commission and other City boards at public meetings as needed, advising all city departments, drafting city ordinances and resolutions, and conducting litigation on behalf of the City. July 2017 to present.

City of Bunnell, Florida (Bunnell, FL)

City Attorney - As City Attorney for this Flagler County city that serves as county seat and is the second largest city geographically in Florida (after Jacksonville), responsible for providing legal advice to City Commission and other City boards at public meetings as needed, advising all city departments including planning, finance, police, grants, and public works, drafting city ordinances and resolutions, handling real estate transactions, and conducting litigation on behalf of the City. October 2013 to present.

City of Anna Maria, Florida (Anna Maria, FL)

City Attorney - Vose Law Firm, Becky Vose, and Wade Vose jointly serve as City Attorney to the City of Anna Maria, an idyllic coastal city on Anna Maria Island in the Gulf of Mexico. Responsible for providing legal advice to City Commission and other City boards at public meetings as needed, advising all city departments, drafting city ordinances and resolutions, and conducting litigation on behalf of the City. March 2015 to present.

2016 Orange County Charter Review Commission (Orlando, FL)

General Counsel - As General Counsel to the commission empowered by the Orange County Charter to conduct a comprehensive study of all phases of county government and place proposed charter amendments on the ballot for voter

approval, responsible for advising the 2016 Orange County Charter Review Commission ("CRC") as to all legal matters, including legality and constitutionality of CRC actions and proposed charter amendments, representation of CRC at public meetings, preparation of charter amendment and ballot language, and preparation of CRC final report. March 2015 to November 2016.

2016 Pinellas County Charter Review Commission (Clearwater, FL)

General Counsel - As General Counsel to the commission empowered by the Pinellas County Charter to review, on behalf of the citizens of Pinellas County, the operation of county government in order to recommend amendments to the Pinellas County Charter, responsible for advising the 2016 Pinellas County Charter Review Commission ("CRC") as to all legal matters, including legality and constitutionality of CRC actions and proposed charter amendments, representation of CRC at public meetings, and preparation of charter amendment and ballot language. September 2015 to November 2016.

2016 Brevard County Charter Review Commission (Viera, FL)

General Counsel - As General Counsel to the commission empowered by the Brevard County Charter to review and propose amendments to the Brevard County Charter, responsible for advising the 2016 Brevard County Charter Review Commission ("CRC") as to all legal matters, including legality and constitutionality of CRC actions and proposed charter amendments, representation of CRC at public meetings, and preparation of charter amendment and ballot language. October 2015 to November 2016.

2020 Alachua County Charter Review Commission (Gainesville, FL)

General Counsel - As General Counsel to the commission empowered by the Alachua County Charter to review and propose amendments to the Alachua County Charter, responsible for advising the 2020 Alachua County Charter Review Commission ("CRC") as to all legal matters, including legality and constitutionality of CRC actions and proposed charter amendments, representation of CRC at public meetings, and preparation of charter amendment and ballot language. October 2019 to November 2020.

2018 Clay County Charter Review Commission (Green Cove Springs, FL)

General Counsel - As General Counsel to the commission empowered by the Clay County Charter to review and propose amendments to the Clay County Charter, responsible for advising the 2018 Clay County Charter Review Commission ("CRC") as to all legal matters, including legality and constitutionality of CRC actions and proposed charter amendments, representation of CRC at public meetings, and preparation of charter amendment and ballot language. December 2017 to July 2018.

2012 Orange County Charter Review Commission (Orlando, FL)

General Counsel - As General Counsel to the commission empowered by the Orange County Charter to conduct a comprehensive study of all phases of county government and place proposed charter amendments on the ballot for voter approval, responsible for advising the 2012 Orange County Charter Review Commission ("CRC") as to all legal matters, including legality and constitutionality of CRC actions and proposed charter amendments, representation of CRC at public meetings, preparation of charter amendment and ballot language, and preparation of CRC final report. August 2011 to November 2012.

Pinellas County, Florida (Clearwater, FL)

Counsel, County Attorney Oversight Committee - The County Attorney Oversight Committee is a unique collegial body created pursuant to Section 4.02 of the Pinellas County Charter, consisting of the seven members of the Pinellas County Commission, plus the five Pinellas County constitutional officers (Sheriff, Tax Collector, Property Appraiser, Supervisor of Elections, and Clerk of the Circuit Court), organized to select, terminate, and annually review, the Pinellas County Attorney. As Counsel to the Committee, responsible for providing outside and impartial legal advice throughout its process of selection, termination, and annual review of the Pinellas County Attorney. February 2017 to present.

Counsel, County Redistricting Board - The County Redistricting Board is a board created pursuant to Section 3.04 of the Pinellas County Charter, appointed by the Board of County Commissioners after each decennial census to develop and propose county redistricting plans to the BOCC. As Counsel to the Board, responsible for providing outside and impartial legal advice throughout its redistricting proposal development process, including application of the Pinellas County Charter's unique CRB criteria modeled on the Florida Constitution's Fair Districts standards. August 2021 to December 2021.

City of Satellite Beach, Florida (Satellite Beach, FL)

Special Magistrate - As the first Code Enforcement Special Magistrate for the City of Satellite Beach, a coastal city located near Patrick Air Force Base in Brevard County, responsible for serving as an impartial magistrate to adjudicate violations of the City of Satellite Beach code of ordinances. February 2017 to present.

Town of Pierson, Florida (Pierson, FL)

Town Attorney - As Town Attorney for the Town of Pierson, a small Volusia County town known as the "Fern Capital of the World," responsible for providing legal advice to the Town Council and other Town boards at public meetings, advising all Town staff, drafting ordinances and resolutions, and conducting litigation on behalf of the Town. June 2015 to present.

City of Deltona, Florida (Deltona, FL)

Chief Assistant City Attorney – Vose Law Firm and its Founding Partner, Becky Vose, served for over half a decade as City Attorney to the City of Deltona, an 87,000 resident community in Volusia County. As Chief Assistant City Attorney, responsible for providing legal advice to City Commission and other City boards at public meetings, as necessary, drafting of city ordinances and ordinance amendments, and litigation on behalf of the City. June 2011 to February 2017.

Eighth Judicial Circuit State Attorney's Office (Gainesville, FL)

Certified Legal Intern – Responsible for prosecution of criminal cases as the sole Certified Legal Intern in the Bradford County, Florida office of the Eighth Circuit State Attorney's Office. January 2003 to May 2003.

Ninth Judicial Circuit of Florida (Orlando, FL)

Judicial Law Clerk - Clerked for Circuit Judge Walter Komanski. Responsible for conducting legal research, drafting legal memoranda, final judgments and other judicial orders, and assisting the judge throughout a variety of trials and hearings. May 2001 to August 2001.

PROFESSIONAL ACTIVITIES, AWARDS, AND COMMUNITY INVOLVEMENT

Orange County Government

Authority Member – Orange County Industrial Development Authority (2014 to 2016) – Serve as one of five governing members of an industrial development authority responsible for issuing industrial development revenue bonds for the purpose of financing the costs of industrial or manufacturing plants, research and development parks, agricultural processing or storage facilities, warehousing or distribution facilities, headquarters facilities, tourism facilities, educational facilities, commercial projects in enterprise zones, and health care facilities.

Chairman – Neighborhood Grants Advisory Board (Chairman – Oct. 2008 to Oct. 2009, Vice Chairman – Oct. 2007 to Oct. 2008, Member – Aug. 2006 to May 2011) – Responsible for approving criteria for neighborhood grant programs, overseeing the application review process, approval of recommended grant recipients, hearing appeals from grant applications, and monitoring progress of grant recipients.

Board Member – Orange Blossom Trail Development Board (August 2007 to Oct. 2010) – Responsible for promoting the economic, social, and aesthetic revitalization of the south Orange Blossom Trail area.

Orlando Business Journal

Forty Under 40, Class of 2009 – Recipient of the Orlando Business Journal's prestigious Forty Under 40 Award, spotlighting forty of the Central Florida region's top young business and civic leaders who demonstrate consistent, outstanding professional achievement and a commitment to community service.

"Reader's Choice - Best Law Firm, 2009 & 2010" - Voted by the readers of the Orlando Business Journal.

Winter Park Chamber of Commerce

Member, Government Affairs Committee - Member of the Winter Park Chamber committee responsible for advocacy on behalf of the Winter Park business community at the local and state level and educating Chamber membership about current affairs effecting the Winter Park business community.

BusinessForce - Orlando Regional Chamber of Commerce

Alumnus, Class 1 - Central Florida Political Leadership Institute - Member of the exclusive 25-person inaugural class of Business Force's Political Leadership Institute, a program designed to identify and equip Central Florida's next generation of elected leaders before they formally choose to run for a specific public office.

Rotary Club of Winter Park

Member of Board of Directors (July 2011 to June 2012)

Leadership Winter Park

Class Member, Class 20 (September 2009 to August 2010)

Leadership Orlando

Alumnus, Class 72 (March 2007 to October 2007)

Leadership Apopka

Alumnus, Class 1 (January 2008 to November 2008)

Orange County Bar Association

Committee Member - Young Lawyers Oath of Admissions Committee (June 2004 to September 2005)

Tiger Bay Club of Central Florida

Member (January 2005 to present)

Apopka Area Chamber of Commerce

Businessman of the Year 2008-2009

Chairman - Apopka Area Political Alliance (Apopka Chamber PAC) (August 2008 to February 2012)

Chairman - Issues & Government Affairs Committee (August 2007 to August 2009)

Member of Board of Directors (June 2007 to February 2012)

Biographical Sketch - Wade C. Vose

Wade Vose is the managing partner of the Vose Law Firm. He is Board Certified by the Florida Bar in the area of City, County, and Local Government Law, and rated AV Preeminent by Martindale-Hubbell. He is a proud “double Gator” having graduated with Honors from the University of Florida College of Law.

Wade serves as the Village Attorney for the Village of Indiantown (Florida’s newest municipality), County Attorney for Okeechobee County, City Attorney for the City of South Daytona, Co-City Attorney for the City of Cocoa Beach, Special Magistrate for the City of Satellite Beach, General Counsel to the 2024 Orange County Charter Review Commission, and General Counsel to the 2024 Pinellas County Charter Review Commission.

Historically Wade has served as the City Attorney for the City of Bunnell, Town Attorney for the Town of Pierson, General Counsel to the Seminole County Tax Collector, General Counsel to the Seminole County Supervisor of Elections, General Counsel to the 2020 Alachua County Charter Review Commission, General Counsel to the 2021 Pinellas County Redistricting Board, Chief Assistant City Attorney for the City of Deltona, General Counsel to the 2016 Orange County Charter Review Commission, General Counsel to the 2016 Pinellas County Charter Review Commission, General Counsel to the 2016 Brevard County Charter Review Commission, General Counsel to the 2018 Clay County Charter Review Commission, and General Counsel to the 2012 Orange County Charter Review Commission.

Wade lives in Maitland with his wife and three daughters.

GRETCHEN R. H. ("BECKY") VOSE

Founding Partner, Vose Law Firm LLP
324 West Morse Blvd.
Winter Park, Florida 32789
Telephone: (407) 645-3735
Cell: (407) 448-0111
Facsimile: (407) 628-5670
Email: bvose@voselaw.com



EDUCATION AND BAR DATA

Law Degree:	J.D. with High Honors. 1973. University of Florida College of Law, Gainesville, Florida
Grade Average:	3.6 (four point system) Number 1 in Class
Undergraduate Degree:	B.A. in English with High Honors. 1970 Emory University, Atlanta, Georgia
Member/ Admitted:	Florida Bar – Member in Good Standing since 1973 50 YEAR MEMBER – FLORIDA BAR Bar No. 169913 U.S. District Court, Middle District of Florida U.S. Fifth Circuit Court of Appeals U.S. Eleventh Circuit Court of Appeals U.S. Court of Appeals for Federal Circuit Orange County Bar Association
Rated:	AV by Martindale-Hubbell (highest rating awarded) Listed in Martindale-Hubbell Bar Register of Preeminent Lawyers

BAR RELATED ACTIVITIES AND HONORS

City, County & Local Government Law Section of Florida Bar
Chairperson, Women in Law Committee, Orange County Bar Association
Fee Arbitration Committee, Orange County Bar Association
Central Florida Association of Women Lawyers
Member, Eminent Domain Committees, Florida Bar and American Bar
Volunteer Guardian Ad Litem Orange Co. Legal Aid Soc. - Cited for Exceptional Service
Volunteer to Homeless Advoc. Program of Orange Co. Bar – Cited for Exceptional Service

LAW SCHOOL POSITIONS AND HONORS

Editorial Board, University of Florida Law Review
Order of the Coif
Senior Class President - University of Florida Law School
Law Center Scholarship
Chairperson of Council of Ten

PUBLICATION

Environmental Survival Kit for Real Estate Professionals (Book and disk. Purchased in the 1990's by the Florida Board of Realtors to be used for continuing education purposes.)

PROFESSIONAL AND GOVERNMENTAL POSITIONS HELD

Assistant City Attorney, Orlando, Florida
Managing Partner/Chairperson, Real Estate Department, Shutts & Bowen Orlando office
Founding Partner, Vose Law Firm, LLP
City Attorney, City of Cocoa Beach
City Attorney, City of Anna Maria
City Attorney, City of Daytona Beach Shores
City Attorney, City of Brooksville
City Attorney, City of Naples
City Attorney, City of Winter Garden
City Attorney, City of Edgewood
City Attorney, City of St. Cloud
City Attorney, City of Eagle Lake
City Attorney, City of Longwood
City Attorney, City of Windermere
City Attorney, City of Deltona
Town Attorney, Town of Fort Myers Beach
Town Attorney, Town of Oakland
General Counsel for North Lake County Hospital Board of Trustees
Attorney for City of Orlando Code Enforcement Board
Special Counsel to City of Orlando as to Eminent Domain matters
Special Counsel to Cities of Ocoee and Casselberry
Special Counsel to Orange County Sheriff's Office
City Prosecutor for City of Orlando
Special Counsel to Orange County as to Code Enforcement Foreclosures
Special Counsel to Orange County as to Environmental Claims
Special Litigation Counsel to Orange County Property Appraiser
General Counsel for Green Swamp Land Authority
Counsel to Orange County Fire and Life Safety Code Board of Adjustments and Appeals
Special Counsel to Orange County as to §1983 Civil Rights Litigation
Eminent Domain Mediation Services for: FDOT; Florida Turnpike Authority; Seminole, Orange, Hillsborough, Lake and Polk Counties
Certified Circuit Court Mediator
Nominated for Appointment to Fifth District Court of Appeal

Biographical Sketch - Gretchen R. H. "Becky" Vose

Becky Vose graduated first in her law school class at the University of Florida College of Law, in 1973. While a law student, she was Senior Class President, Chairperson of the Council of Ten, on the editorial board of the University of Florida Law Review, and recipient for three years of a Law Center Scholarship. Upon graduation, she was tapped for membership in Order of the Coif.

In 1973, Becky was admitted to the Florida Bar and began her legal career as an Assistant City Attorney for Orlando. Thereafter she formed the law firm that is the predecessor to the Vose Law Firm. In 1981, she was recruited by Shutts & Bowen to open a branch office in Orlando and served as its managing partner. She was honored by being nominated by the Judicial Nominating Commission for a seat on the Fifth District Court of Appeal.

Over her 50 years of local government representation, Becky Vose has held the position of City Attorney for twelve (12) cities – Daytona Beach Shores, Anna Maria, Brooksville, Winter Garden, Edgewood, Longwood, Windermere, Oakland, Eagle Lake, St. Cloud, Deltona, and Co-City Attorney of Cocoa Beach. She also has done major work for Orange County government as to matters ranging from complex environmental litigation and the defense of §1983 Civil Rights claims. She also represented the Orange County Property Appraiser (OCPA) in a multi-year complex intellectual property lawsuit about the software utilized by the Property Appraiser's office. She also held the positions of General Counsel to the North Lake County Hospital Board of Trustees and the Green Swamp Land Authority.

Becky has taught at numerous continuing legal education seminars to other attorneys and has regularly presented seminars and instructional sessions for employees and officials of governmental clients. Ms. Vose is rated A-V Preeminent, which is the highest rating given by Martindale-Hubbell, and she has also been listed in the Martindale-Hubbell Bar Register of Preeminent Lawyers.

NANCY ANN M. STUPARICH

Partner, Vose Law Firm, LLP
324 West Morse Blvd.
Winter Park, Florida 32789
Telephone: (407) 645-3735
Facsimile: (407) 628-5670
Email: nstuparich@voselaw.com



EDUCATION AND BAR DATA

Florida State University, B.A., cum laude, 1982. (Government/International Affairs)
University of Florida, J.D., 1985 (Law)
Florida State University, MPA & MSP, 1997 (Public Administration/Urban Planning)

Admitted: Florida Bar – Member in Good Standing (No. 646342)
U.S. District Court, Middle District of Florida

PROFESSIONAL EXPERIENCE & POSITIONS HELD

Public Sector:

City Attorney – City of Naples, FL Responsibilities include management of the Vose Law Firm’s representation of the City of Naples. Primary duties include attendance and providing legal support to the mayor and city council members, appointed members of city boards including but not limited the Planning Advisory Board, the Design Review Board, Code Enforcement Board, etc., Charter Officers (City Manager and City Clerk) as well as city staff. Additional responsibilities include supervision and coordination with other members of the Vose Law firm performing legal services.

Assistant City/Town Attorney for the cities of Fort Myers Beach, Anna Maria, Bunnell, Cocoa Beach, Oakland, Brooksville Florida. Responsibilities include providing support to Vose Law Firm attorneys serving as primary City Attorney in these cities. Duties and responsibilities vary and can include attending public meetings, drafting ordinances, resolutions, policies, agreements, collective bargaining negotiations and other legal documents, representing the city in circuit/county court and quasi-judicial hearings.

Deputy County Attorney for Okeechobee County Duties and responsibilities can vary and include review of contract documents, ordinances, policies, attendance at Planning Board meetings, Code Enforcement Special Magistrate hearings, Construction Industry Licensing Board public hearings, Canvassing Board public meetings, representing the County in county court hearings.

City Attorney, Dade City, Florida. Responsibilities included providing legal counsel to the City of Dade City Commission, its Charter Officers, and Police Chief. Duties and responsibilities included attending public meetings, drafting ordinances, resolutions, policies, agreements and other legal documents, purchase and sale of real estate, monitoring pending insurance claims; working with outside counsel; and other duties as needed.

Special Magistrate, City of Davenport, Florida. Preside as the special magistrate for review of code enforcement cases presented by the City of Davenport Code Enforcement Officer.

County Attorney, DeSoto County, Florida. Responsibilities included independently providing legal services to the DeSoto County Board of County Commissioners; drafting written and providing oral legal opinions; participation in public hearings and workshops of the BCC, Planning Board, Code Enforcement Special Magistrate; drafting ordinances, resolutions and negotiation of contracts; defending the county in litigation matters; working with outside legal counsel and staff; and other duties as needed.

Assistant County Attorney, Escambia County, Florida. Responsibilities included representing the county on general county government matters at workshops, public hearings and in court; drafting ordinances, resolutions and contracts; negotiating and completing the purchase, sale and disposition of county real estate assets; serving as the attorney to the Board of Adjustment, Planning Board and the Escambia County Canvassing Board; responding to questions from staff and County Commissioners regarding local government issues; and other projects as assigned by the County Attorney. Awarded recognition as "Employee of the Month" for work and coordination of a tri-party agreement bringing minor league hockey to the county.

Assistant General Counsel, Florida League of Cities. Responsibilities included legislative lobbying; serving as a liaison to the Governor's Property Rights Study Commission II; legal research concerning municipal issues; preparing appellate briefs; preparing the Florida Municipal Attorneys Newsletter; assisting and document drafting for the purchase of Sittig Hall; serving as staff to the Juvenile Justice/Criminal Policy Committee; responding to correspondence and questions from member city officials; and other duties as assigned.

Director Growth Management, Escambia County, Florida. Responsibilities included directing and managing the Escambia County Department of Growth Management, which consisted of the Divisions of Development Services (development order approval), Long-Range Planning (county-wide growth management planning) and Technical Services (management functions); presentations to the Board of County Commissioners and other public groups; and other duties as assigned by the County Administrator.

Of Counsel, Weiss, Serota, Helfman, Pastoriza, Cole, & Boniske, P.L. Responsibilities included providing legal services to various municipalities regarding land use and local government matters; representing quasi-judicial boards; drafting ordinances and resolutions; researching municipal codes, and other duties as assigned.

Staff Attorney, Second District Court of Appeal. Responsibilities included preparing legal memoranda; reviewing appellate briefs and pleadings; presenting oral argument waived cases to panels of three appellate judges; and assisting in drafting & proofing appellate opinions for the Honorable Judge John Scheb (deceased).

Trial Court Law Clerk, 10th Judicial Circuit. Responsibilities included reviewing civil complaints and pleadings; preparing legal memoranda and providing assistance to several circuit civil judges on complex litigation; and other duties as assigned.

Public Sector Appointments (Former):

Member of the City of Clermont Community Redevelopment Board
Member of the Northwest Florida Water Management District Board
Member of the City of Pensacola Planning Commission

Private Sector Representation (Former):

General Counsel, Maruti Fleet Management, Inc. Responsibilities included management of pending insurance claims with adjusters, mediation and settlement of pending litigation, contract review, and personnel issues.

Risk Manager, Florida Lawyers Mutual Insurance Company. Responsibilities included developing and delivering risk management services to insured attorneys to avoid potential legal malpractice claims; presentation of continuing legal education seminars to attorneys; drafting a risk management newsletter and digital risk alerts.

Associate, Freeman, Haber, Rojas & Stanham, LLP. Responsibilities included closing real estate transactions involving primarily foreign clients; drafting corporate documents, agreements and real estate documents; review of title and land use issues; review of commercial leases; supervision of paralegals; and legal research.

Underwriting Counsel, Attorneys Title Insurance Fund, Inc. Responsibilities included identifying and resolving title defects; teaching attorneys and paralegals real estate closing procedures using ATIDS and DoubleTime software program; publication of legal articles for THE FUND CONCEPT; speaking and participating as a panelist at the Fund's Annual Assembly and Affiliate Assembly; and other duties as assigned.

Title Attorney, Lawyers Title Insurance Corporation. Responsibilities included coordinating and closing commercial real estate transactions; reviewing and preparing

real estate documents in conjunction with the issuance of title insurance; responding to underwriting questions; and other duties as assigned.

PROFESSIONAL, COMMUNITY AFFILIATIONS, PUBLICATIONS & ACTIVITIES:

CURRENT: Certified as a Labor Relations Professional by the Florida Public Employers Labor Association; Designated a FRA-Redevelopment Professional by the Florida Redevelopment Association; member of the City, County & Local Government Section of The Florida Bar; member of the Environmental and Land Use Section of The Florida Bar; member of the Animal Law Section of The Florida Bar. FORMER: Appointed member of the 18th Judicial Circuit Unauthorized Practice of Law Committee "B"; member of Impact Lake County; member of the South Lake Chamber of Commerce Economic and Policy Committee; Florida Land Use & Environmental Dispute Resolution Special Magistrate for Lake County, Florida, graduate of the City of Oviedo Citizens Police Academy, member of the Executive Council of the City, County and Local Government Section of The Florida Bar; member of the LOMAS Advisory Board; The Florida Bar Convention Committee; former member of The Florida Bar Senior Committee, The Florida Bar Diversity Committee and other local bar associations; Certified Circuit Court Mediator (24865R); participant in the Hillsborough County Guardian Ad Litem Program; co-chair of the International Energy Conference, Rio de Janeiro, Brazil; member of Leadership Miami; member of the American Planning Association; chair of the Organizing Committee for the Quietwater Thunder Formula One/Two Power Boat Grand Prix Race-Pensacola Sports Association; graduate Leadership Pensacola; adjunct professor for real estate at University of West Florida, Legal Administration Program; member, Junior League of Pensacola; sustainer in Miami Junior League; graduate, City of Pensacola Citizens Police Academy; graduate, Escambia County Sheriff's Citizens Law Enforcement Academy; member of Five Flags Rotary International; member of Panhandle Tiger Bay Club; member Escambia and Santa Rosa County Bar Association; member of Pensacola Runners Association, race director, 1997 Downtown Christmas 5K Run & inaugural 1998 PRA Downtown Christmas Parade Dash; co-author of "Private Property Rights: Regulating the Regulators" published in The Florida Bar Journal, January 1996; Tallahassee Women Lawyers Board Member.

PERSONAL:

Native Floridian from Tampa, Florida current residence in Clermont, Florida (aka "Choice of Champions"); enjoys travel; runner/triathlete who completed a marathon in all 50 states and participated in several Ironman races (Florida, Brazil, Louisville, Texas, Kalamar), finisher of the Great Floridian Triathlon (Clermont, Florida) and RAGBRAI (Register's Annual Great Bicycle Ride Across Iowa), Volunteer at Challenge Daytona, knowledge of conversational Italian & Spanish.

GARRETT M. OLSEN

Attorney, Vose Law Firm, LLP
324 West Morse Blvd.
Winter Park, Florida 32789
Telephone: (407) 645-3735
Email: golsen@voselaw.com



EDUCATION AND BAR DATA

Law Degree: **Florida State University College of Law
Tallahassee, Florida**
J.D., *cum laude*
Certificate in Environmental, Natural Resources, & Land Use
Law, with *honors*
Dean's List

Undergraduate Degree: **University of South Florida
Tampa, Florida**
B.A. in Economics and Philosophy, *cum laude*
Dean's List

Member/Admitted: Florida Bar – Admitted and member in good standing – Bar
No. 1025600

PROFESSIONAL AND GOVERNMENTAL POSITIONS HELD

Barefoot Bay Recreation District - Present

General Counsel – As General Counsel to the largest Ch. 418 recreation district in Florida, located in southern Brevard County, responsible for providing legal advice to the district Board of Trustees and other district boards at public meetings as needed, advising all district departments, drafting district and reviewing district resolutions and agreements, handling real estate transactions, and conducting litigation on behalf of the district.

Sun 'N Lake of Sebring Improvement District - Present

General Counsel – As General Counsel to an independent special district with a population of 9,000, responsible for providing legal advice to the district Board of Supervisors and other district boards at public meetings as needed, advising all district departments, drafting district and reviewing district resolutions and agreements, handling real estate transactions, and conducting litigation on behalf of the district.

Assistant City/Town/Village Attorney (Various Municipalities) - Present

Provides effective legal services and counseling to the cities of Daytona Beach Shores, South Daytona, Bunnell, Cocoa Beach, Anna Maria, and Brooksville; the Village of Indiantown, and the Town of Oakland with a client-centered approach. Duties include drafting ordinances, resolutions, policies, agreements, legal memoranda, and other legal documents; representing municipalities throughout all phases of litigation, including developing and executing litigation strategies, drafting motions, pleadings, and written discovery, as well as preparing municipal staff and law enforcement officers for hearings; and advising boards on substantive and procedural legal issues during public hearings and workshops.

Okeechobee County (Okeechobee, FL) - Present

Assistant County Attorney – Executes comprehensive and quality legal strategies and services for the Board of County Commissioners. Duties include regular representation of the Okeechobee County Construction Industry Licensing Board and the Okeechobee County Planning Board at public hearings; preparing legal documents, including ordinances, resolutions, and contracts; advising and representing the County's building officials regarding the enforcement of the Florida Building Code and the International Property Maintenance Code; assisting in prosecuting code enforcement violations and related appeals; and representing the County in all related appellate litigation.

Cole, Scott & Kissane, P.A. (Orlando, FL)

Associate Attorney/ Law Clerk – Represented businesses and individuals in construction and commercial litigation matters. Practice included defending and asserting construction defect claims, including actions for breach of contract, contractual indemnity and defense, and other commercial claims. Drafted legal memoranda, motions, pleadings, and targeted written discovery to further client objectives. Negotiated and secured settlements on behalf of clients. Deposed expert witnesses in large, complex litigation cases. Led pre-trial process in construction defect case resulting in settlement for under targeted amount. Practiced under supervised practice program while studying for the Florida Bar from May 2020 to November 2020.

City of Tallahassee

City Attorney's Office (Tallahassee, FL) Law Clerk – Provided high-quality research memoranda on a range of legal issues. Drafted pleadings, motions, and written discovery. Attended deposition preparation meetings and observed hearings in federal court. Managed small-claims cases from factual intake phase to initiate litigation. Drafted advisory opinions for city leadership on federal and state constitutional issues. Assisted in developing and executing litigation strategies. Assisted in drafting contracts.

Cobb Cole, P.A. (Daytona Beach, FL)

Summer Associate – Provided high-quality, effective legal services and research for clients over two summers. Executed legal strategies through drafting legal memoranda, motions, pleadings, and written discovery in state and federal court. Attended hearings, mediations, and assisted in settlement negotiations. Drafted contracts. Assisted in preparing development agreement with Florida county for mixed-use project. Interacted with clients regularly and attended client meetings.

RECENT REPRESENTATIVE EXPERIENCE

- Represented Okeechobee County and the Okeechobee County Sheriff's Office in a civil action under 828.073, Fla. Stat., to take custody of neglected horses and dogs while securing \$60,000.00 judgement in County's favor.
- Represented the City of South Daytona in Florida's Fifth District Court of Appeal involving second-tier certiorari review of code enforcement fine reduction hearing concerning a nearly half-million dollar fine.
- Represented the City of Daytona Beach Shores in civil action under 828.073, Fla. Stat., to take custody of neglected dogs while securing judgment for all costs in City's favor.
- Represented the Okeechobee County Building Official on direct appeal of Construction Industry Licensing Board Decision to uphold the condemnation of buildings.
- Advised the City of Bunnell during a public meeting of legal requirements to adopt tentative millage and budget under Florida law.

BAR AND COMMUNITY RELATED ACTIVITIES

City, County & Local Government Law Section of Florida Bar
Environmental and Land Use Law Section of Florida Bar
Young Lawyers Division of the Florida Bar

PERSONAL

A native of Central Florida, Garrett is an Attorney for the Vose Law Firm and is an integral part of the firm's local government practice. Garrett regularly advises municipalities and counties on a range of legal issues, including representing numerous city and county boards during public hearings and related litigation.

Garrett received his Bachelor of Arts in Economics and Philosophy from the University of South Florida in Tampa, Florida. He then went on to earn a Juris Doctor and Certificate in Environmental, Natural Resources, & Land Use Law from the Florida State University College of Law. During his time at Florida State, Garrett focused primarily on litigation, land use, and related environmental courses. Garrett built on this area of focus as a summer associate with one of Central Florida's most respected law firms during both of his law school summers. However, it was not until Garrett worked as a law clerk for the City of Tallahassee that he became inspired to apply his love for litigation and land use law to a local government practice.

Following a litigation practice at one of Florida's largest civil litigation firms, Garrett found his home at the Vose Law Firm. Garrett now counsels local government clients in numerous areas, including representation in trial and appellate litigation, advising boards on substantive and procedural issues during public hearings and workshops, and training staff with an eye to avoiding litigation in the first place. Garrett enjoys the fast-paced, collaborative nature of local government representation and strives to deliver outstanding client-centered legal services to the firm's clients.

When he is not rooting on his South Florida Bulls or Florida State Seminoles, Garrett enjoys cooking, enjoying the outdoors at a golf course or on the water, and spending time with his friends and family.

STEPHANIE M. VELO

Attorney, Vose Law Firm, LLP
324 West Morse Blvd.
Winter Park, Florida 32789
Telephone: (407) 645-3735
Facsimile: (407) 628-5670
Email: svelo@voselaw.com



EDUCATION AND BAR DATA

Law Degree: **University of Florida College of Law
Gainesville, Florida**
J.D. with Honors
Certificate in Real Estate and Land Use Law

Undergraduate Degree: **University of Hawaii
Honolulu, Hawaii**
B.A. in English and Spanish
Sigma Delta Pi National Collegiate Hispanic Honor Society

Member/Admitted: Florida Bar – Member in Good Standing – Bar No. 1025182

LAW SCHOOL POSITIONS, ACTIVITIES, AND HONORS

Environmental and Land Use Law J.D. Fellowship
University of Florida Levin College of Law President's Scholarship
Book Award in Florida Administrative Law
Teaching Assistant for Conservation Real Estate and Legal Writing
Study Abroad, University of Costa Rica, International Environmental Law
Journal of Technology Law and Policy

PROFESSIONAL AND GOVERNMENTAL POSITIONS HELD

Town Attorney – Town of Oakland, Florida. Present.

Provide comprehensive legal services to the Town of Oakland, a growing municipality in northwest Orange County. Attend all town meetings and provide the majority of legal services for the municipality.

Assistant City/Village Attorney (Various Municipalities) Present

Responsible for providing legal services to the cities of Anna Maria, Cocoa Beach, South Daytona, and Brooksville; and the Village of Indiantown. Duties include all legal work including, but not limited to, the drafting of ordinances, resolutions, policies, agreements, legal memoranda, and other legal documents; representation of municipalities in litigation and other legal disputes; participation in public

hearings and workshops of the governing body; and providing written and oral legal opinions to municipal staff and public officials.

Okeechobee County (Okeechobee, FL) Present

Deputy County Attorney – Duties include assisting the County Attorney with providing comprehensive and quality legal services to the Board of County Commissioners; drafting and review of documents, including ordinances, resolutions, policies, and contracts; and attendance at public hearings before the Code Enforcement Special Magistrate and Construction Industry Licensing Board.

Monroe County (Key West, FL) Present

Special Counsel as to Code Enforcement Foreclosure – Duties include drafting pleadings and motions, evaluating the County's code enforcement liens, conducting legal research, and appearing at hearings on behalf of Monroe County.

Salter Feiber, P.A. (Gainesville, FL)

Law Clerk – Responsible for conducting legal research; drafting legal memoranda; reviewing real estate contracts, land surveys, title reports, and real property encumbrances; and assisting supervising attorneys with the drafting of pleadings and motions, as well as contracts, easements and other transactional documents.

Florida Division of Administrative Hearings (Tallahassee, FL)

Judicial Law Clerk – Clerked for Administrative Law Judge Cathy Sellers. Responsible for conducting legal research, drafting legal memoranda and final orders, reviewing evidence and proposed orders, and assisting the Administrative Law Judge through hearings conducted pursuant to Chapter 120, Florida Statutes.

Alachua Conservation Trust (Alachua, FL)

Legal Intern – Responsible for conducting legal research; reviewing title reports; drafting conservation easements, option contracts, and legal memoranda; and preparing conservation easement baseline documentation reports prior to closing.

BAR AND COMMUNITY RELATED ACTIVITIES

Florida Bar Section and Division Memberships:

City, County & Local Government Law Section of Florida Bar
Environmental and Land Use Law Section of Florida Bar
Real Property, Probate, and Trust Law ("RPPTL") Section of Florida Bar
Young Lawyers Division of the Florida Bar

Real Property Litigation Committee ("RPPTL" Section)

Volunteer Assistant – Assisted Committee Chair and Legislative Co-Liaison with evaluating proposed legislation affecting real property transactions and litigation. Prepared and gave presentations at Section/Committee meetings in order to educate Section members and evaluate their support for the proposed legislation.

LANGUAGE ABILITIES

Spanish – Conversational. While studying abroad in law school, analyzed Costa Rican environmental resource management law in order to develop recommendations for the management and conservation of the Tempisque Watershed and Parque Nacional Palo Verde, a national park designated to be a wetland of international importance under the Ramsar Convention and listed in the Montreux.

CHLOE E. BERRYMAN

Attorney, Vose Law Firm, LLP
324 West Morse Blvd.
Winter Park, Florida 32789
Telephone: (407) 645-3735
Facsimile: (407) 628-5670
Email: cberryman@voselaw.com



EDUCATION AND BAR DATA

Law Degree: **University of Florida Levin College of Law**
Gainesville, Florida
J.D., *cum laude*
Top 10% of Class
Dean's List and President's Honor Roll

Undergraduate Degree: **University of Central Florida**
Orlando, Florida
B.S. in Psychology, *cum laude*
Burnett Honors College
Honors in the Major
Minor in Crime, Law, and Deviance
Certificate in Behavioral Forensics
Psi Chi Honors Society

Member/Admitted: Florida Bar – Member in Good Standing – Bar No. 1032129

LAW SCHOOL POSITIONS, ACTIVITIES, AND HONORS

Order of the Coif
University of Florida Levin College of Law President's Scholarship
Book Award in Appellate Advocacy
Teaching Assistant for Legal Writing and Appellate Advocacy
Florida Law Review, Managing Editor
Vice President of the Criminal Law Association

PROFESSIONAL AND GOVERNMENTAL POSITIONS HELD

Assistant City/Village Attorney (Various Municipalities) Present

Responsible for providing legal services to the cities of Anna Maria, Brooksville, Bunnell, Cocoa Beach, Daytona Beach Shores, and South Daytona; the Village of Indiantown; and the Town of Fort Myers Beach. Duties include all legal work including, but not limited to, drafting ordinances, resolutions, policies, agreements, legal memoranda, and other legal documents; representation of municipalities

across all stages of litigation, including appellate litigation and other legal disputes; participation in public hearings and workshops of the governing body; providing written and oral legal opinions to municipal staff and public officials; and advising boards on substantive and procedural legal issues during public hearings and workshops. Guides and represents municipalities through union-related issues heard by the Public Employees Relation Commission (PERC).

Okeechobee County (Okeechobee, FL) Present

Deputy County Attorney – Provides comprehensive and quality legal services to the Board of County Commissioners. Duties include preparation and review of legal documents, including ordinances, resolutions, policies, and contracts; attendance at public hearings before the Code Enforcement Special Magistrate; and assisting in prosecuting code enforcement violations.

Counsel to the Okeechobee County Canvassing Board – Provides legal services, including written and oral legal opinions, to the Okeechobee County Canvassing Board and attends public meetings.

2024 Orange County Charter Review Commission (Orlando, FL)

Deputy General Counsel – Conducted research and prepared written legal opinions to assist the General Counsel in advising the 2024 Orange County Charter Review Commission (“CRC”) as to the legality and constitutionality of CRC actions and proposed charter amendments. Compiled, analyzed, and summarized data from historical documents, special laws, and local government charters throughout Florida.

2024 Pinellas County Charter Review Commission (Clearwater, FL)

Deputy General Counsel – Conducted research and prepared written legal opinions to assist the General Counsel in advising the 2024 Pinellas County Charter Review Commission (“CRC”) as to the legality and constitutionality of CRC actions and proposed charter amendments. Compiled, analyzed, and summarized data from historical documents, special laws, and local government charters throughout Florida.

Rohe Law, P.A. (Tavares, FL)

Summer Associate/Associate Attorney – Represented clients at various stages of family law litigation. Represented clients at fact-intensive hearings, including temporary relief hearings concerning alimony, timesharing, and child support. Drafted pleadings, motions, stipulations, proposed orders, and discovery requests and responses. Negotiated on behalf of clients at settlement conferences and mediations. Drafted settlement agreements to creatively resolve cases involving complex legal and factual issues. Second chaired dissolution of marriage trial involving minor children with psychological experts. Researched complex issues concerning a variety of areas of law including family law, constitutional law, real

property, trusts, and corporations. Drafted clear and organized memoranda analyzing research findings.

Intimate Partner Violence Assistance Clinic (Gainesville, FL)

Certified Legal Intern – Provided legal assistance to indigent survivors of domestic violence. Interviewed clients and developed safety plans tailored to each client's needs. Drafted pleadings and represented clients in court proceedings.

University of Florida, Levin College of Law (Gainesville, FL)

Research Assistant – Researched and analyzed complex legal and psychological issues, including the applicability of the insanity defense to police officers with Post-Traumatic Stress Disorder. Drafted detailed memoranda on findings.

Office of the State Attorney, Eighth Judicial Circuit (Gainesville, FL)

Summer Intern – Researched and analyzed case and statutory law to assist attorneys in prosecuting criminal felony cases. Analyzed and summarized evidence in preparation for litigation.

BAR AND COMMUNITY RELATED ACTIVITIES

City, County & Local Government Law Section of Florida Bar

Environmental and Land Use Law Section of Florida Bar

Young Lawyers Division of the Florida Bar

PROFESSIONAL PUBLICATIONS

Chloe E. Berryman, Note, *Holding Social Media Providers Liable for Acts of Domestic Terrorism*, 72 FLA. L. REV. 1329 (2020).

Chloe Berryman, Christopher J. Ferguson, & Charles Negy, *Social Media Use and Mental Health Among Young Adults*, 89 PSYCHIATRIC Q. 307 (2018).

MARIA RONDEL

Attorney, Vose Law Firm, LLP
324 West Morse Blvd.
Winter Park, Florida 32789
Telephone: (407) 645-3735
Facsimile: (407) 628-5670
Email: svelo@voselaw.com



EDUCATION AND BAR DATA

Law Degree:	Georgia State University College of Law Atlanta, Georgia J.D.
Undergraduate Degree:	Georgia State University Atlanta, Georgia B.A. in Journalism
Member/Admitted:	Florida Bar – Member in Good Standing – Bar No. 1038955

LAW SCHOOL POSITIONS, ACTIVITIES, AND HONORS

Judicial Clerk for Judge Jason B. Thompson – Fayette County State Court (Fayetteville, GA)
Judicial Clerk for Chief Judge Geronda V. Carter – Clayton County Superior Court (Jonesboro, GA)
Secretary – Student Bar Association

PROFESSIONAL AND GOVERNMENTAL POSITIONS HELD

Assistant City/Town/Village/County Attorney – Various Local Governments Statewide. *Present.*

Responsible for providing legal services to the Cities of Anna Maria, Cocoa Beach, Daytona Beach Shores, Bunnell, and Brooksville; the Town of Fort Myers Beach; the Village of Indiantown; and Okeechobee County, Florida.

Duties include all legal work, including but not limited to the drafting of ordinances, resolutions, policies, agreements, legal memoranda, and other legal documents; representation in litigation and other legal disputes; providing written legal opinions to municipal staff and public officials; drafting pleadings and motions, evaluating the municipal code enforcement liens, and conducting extensive legal research.

Associate Attorney – TK Law, P.A. (Altamonte Springs, FL)

Associate Attorney – Green Family Law, P.A. (Orlando, FL)

Associate Attorney – Justin Clark and Associates, PLLC (Maitland, FL)

BAR AND COMMUNITY RELATED ACTIVITIES

Florida Bar Section and Division Memberships:

City, County & Local Government Law Section of Florida Bar
Young Lawyers Division of the Florida Bar

LANGUAGE ABILITIES

Russian – fluent conversational and written language skills

SECTION 3

EXPERIENCE OF THE VOSE LAW FIRM



Approach to Providing City Attorney Services

"When our clients succeed, so do we!"

The most important services a city attorney can provide are: i) timely, accurate and thorough legal services that meet the needs of the city; ii) proactive resolution of pending claims to prevent future claims against the city; and iii) creatively formulate legal strategies to accomplish the goals of the City Council. There are a myriad of ways to accomplish these goals, and the attorneys of the Vose Law Firm are skilled in achieving excellent results for their clients, and in keeping their clients out of unnecessary litigation.

Our firm uses a collaborative approach to legal services.

One way that the attorneys of the Vose Law Firm ensure timely, accurate, and thorough legal services for their clients is the use of a collaborative approach to the rendering of services. The attorneys and paralegals of the firm have regular weekly meetings to discuss pending issues and cases. As new issues arise, informal meetings are held daily to discuss them, again. In this way, at any one time, more than one attorney in the firm is fully cognizant of outstanding issues. In the unlikely event that the attorney who is primarily responsible to a client is unavailable to deal with an emergency, there will always be a back-up attorney to provide the needed services. Opinions rendered by the attorneys of the firm are typically reviewed by another attorney in the firm before such opinion is issued.

If chosen to represent the City of Neptune Beach, we propose that the Vose Law Firm would be named City Attorney, with **Paul Waters of our St. Augustine Office serving as City Attorney / primary lead attorney**, and **Wade Vose, Becky Vose, and Nancy Stuparich as additional lead attorneys** for Neptune Beach. These lead attorneys are the most experienced partners of our firm, and they each have extensive experience representing municipalities.

The collaborative approach to City Attorney services proposed for the City of Neptune Beach is the same manner and approach utilized by our firm in its representation of its other local government clients. It is common that similar issues arise in multiple local governments, and our clients benefit, both financially and substantively from the collaborative representation by multiple attorneys in our firm. This collaborative approach to our representation of local government clients has historically worked extremely well to ensure uninterrupted, thorough, and expert representation of our local

government clients. The axiom, “two heads are better than one,” is almost always true, and eight heads are even better!

We understand that we work *for* the City Council.

When our firm represents a city, we work *for* the City Council, and we work *with* the city manager and city staff. In virtually all the local governments we represent we have an extremely cordial and positive relationship with *both* the elected governing body and the City Manager/staff. Our work is easier, and results are better, when the City Attorney, the City Manager, and city staff work harmoniously, but rest assured, we understand that we work *for* the elected officials.

We also understand that we are not members of the City Council – no one voted for us. Our personal policy preferences (even if we have any, which we usually do not) never influence our legal advice. All the attorneys of our firm are friendly and work well with others, but we are extremely strong willed when someone attacks or sues one of our cities. We only represent local governments, so we do not have to worry about divided loyalties when dealing with local businesses or developers.

We are dedicated to formulating creative legal strategies to accomplish the City Council’s goals.

We also understand that our job is not to be the ones who say “no” all the time. We’ve seen it time and again in interactions between city councils or staff and their city attorney, where the attorney, unhelpfully, just says “no, we can’t do that” or “no, that’s illegal,” without helping to find an alternative.

Rather, our job, as we see it, is to creatively, insightfully, help you come up with a way to accomplish your goals. Often, we find that folks may have a goal they want to achieve, and also an idea about how to get there. Sometimes the way they think of getting there has some legal problems or risks, or sometimes it is outright illegal. But we see it as our job to see where you’re trying to get, and creatively say “we can’t get there this way, but we can get there this way or this way,” and then the goal you’re trying to accomplish would be legally defensible and on a much more secure footing.

When you need us, we *will* be there.

The attorneys of our firm are available to our clients at all hours and days, including weekends, holidays and evenings. We know that when our clients need us, we have to be available – and we are. All the attorneys of our firm always keep their cell phones available and turned on (except when muted during meetings). We also monitor our emails regularly.

Recently, Nancy Stuparich answered a quickly set up conference call relating to an emergency that had just occurred in one of our cities. Nancy answered the call even though she was on vacation out of state. After several minutes of discussing the situation, Becky Vose, who was also on the conference call, noticed a persistent whistling sound on the phone. Becky asked what the sound was and Nancy, who is a tri-athlete, responded that she had answered the call at about mile 11 of a marathon that she was running. She had been fully participating in the conference call, making excellent recommendations to our client, while running a marathon. That is an example of the energy and enthusiasm our firm brings to our clients.

At any time, the full resources of the Vose Law Firm will be available to the City of Neptune Beach. That includes the active involvement and representation by eight (8) highly experienced and competent local government attorneys of the firm. Partner Paul Waters has practiced governmental law for the vast majority of his 20 year practice of law. Founding Partner Becky Vose has practiced local government law for 50 years and is rated AV Preeminent by Martindale-Hubbell. Managing Partner Wade Vose has practiced local government law for 20 years, is rated AV Preeminent by Martindale-Hubbell, and is Board Certified by the Florida Bar in City, County and Local Government Law. Nancy Stuparich has decades of local government experience, holds dual masters degrees in both Public Administration and Urban Planning from Florida State University, is designated as a Certified Labor Relations Professional by the Florida Public Employers Labor Association, and is a Redevelopment Professional (FRA-RP) certified by the Florida Redevelopment Association. **The depth of field and legal expertise as to local government representation that will be available to the City of Neptune Beach from the Vose Law Firm is the best available in Florida.**

We *only* represent local governments, not developers or vendors.

It is common for law firms to have several lawyers who sometimes represent local governments, while those same lawyers, and other lawyers in the same firm, also represent private clients. Those private clients often include clients that sue local governments, or that have direct dealings with local governments, such as developers or vendors. Those firms cannot help but have conflicts and divided loyalties.

Our firm is completely different because we *only* represent local governments. We do not represent clients that sue local governments. We also do not represent developers or vendors with interactions with local governments. We are extremely careful not to create situations in which our firm has a conflict with any of our local government clients. **If chosen as City Attorney for Neptune Beach, our loyalty will never be divided.**

The City of Neptune Beach would receive our firm's highest priority, and we have the skills and availability to fully accommodate the city's work.

The Vose Law Firm has a fast paced and active practice; however, rest assured that we have the time, ability, and passion to provide prompt, high quality legal services to the City of Neptune Beach. Because of our extensive history performing city attorney work, the attorneys of the Vose Law Firm have a thorough understanding of the scope of work that will be required of the City Attorney of Neptune Beach. Because we look to the long term while representing local governments, and because of our fixed fee arrangement with our clients, we will strive to keep the city out of trouble and proactively work with the city for the mutual benefit of the City of Neptune Beach and our law firm. **Again, when our clients succeed, so do we!**

Specific Municipal and other Local Government Experience by Topic

General Legal Services Performed for other Local Government Clients

The attorneys of the Vose Law Firm regularly attend meetings and advise City Councils/Commissions, as well as other boards, including but not limited to CRA, Planning and Zoning, Code Enforcement, for each of the municipalities that we represent. We strive to get out in front of issues and encourage open communication and dialogue from city administration and board members. The Vose Law Firm regularly advises clients on the following matters:

- *Attendance and legal representation at City Council, City Commission, County Commission, and other board meetings*
- *The "Sunshine Law"*
- *The "Public Records Law" (sometimes referred to as FOIA)*
- *The ethical standards of elected and appointed officials and employees*
- *Home Rule*
- *Exercise of police power*
- *Practices and procedures of local governments*
- *Legislative vs. Quasi-judicial matters*
- *Voting conflicts*
- *Full and public disclosure of financial interest*
- *Parliamentary Procedures*
- *Other matters relating to public service as an elected official*
- *All other areas of municipal law*

The Vose Law Firm and its attorneys have provided such counsel to the myriad of local governmental agencies represented by them over the years when holding the following positions:

- 1) City Attorney, City of Naples, Florida
- 2) City Attorney, Cocoa Beach, Florida
- 3) City Attorney, Anna Maria, Florida
- 4) City Attorney, South Daytona, Florida
- 5) City Attorney, Daytona Beach Shores, Florida
- 6) City Attorney, Brooksville, Florida
- 7) City Attorney, Dade City, Florida

- 8) City Attorney, Deltona, Florida
- 9) City Attorney, Edgewood, Florida
- 10) City Attorney, St. Cloud, Florida
- 11) City Attorney, Eagle Lake, Florida
- 12) City Attorney, Longwood, Florida
- 13) City Attorney, Winter Garden, Florida
- 14) City Attorney, Bunnell, Florida
- 15) County Attorney, Okeechobee County, Florida
- 16) County Attorney, DeSoto County, Florida
- 17) Village Attorney, Indiantown, Florida
- 18) Town Attorney, Windermere, Florida
- 19) Town Attorney, Oakland, Florida
- 20) Town Attorney, Pierson, Florida
- 21) General Counsel to the Seminole County Supervisor of Elections
- 22) General Counsel to the Seminole County Tax Collector
- 23) General Counsel to the Pinellas County County Attorney Oversight Committee
- 24) Special Counsel to City of Indian River Shores to rewrite Land Development Code
- 25) Assistant City Attorney Marco Island, Florida
- 26) Assistant City Attorney Miami Lakes, Florida
- 27) City Prosecutor for City of Orlando
- 28) City Prosecutor for City of Edgewood
- 29) City Prosecutor for City of Winter Garden
- 30) City Prosecutor for the City of St. Augustine
- 31) Counsel to the City of Bradenton as to Charter matters
- 32) General Counsel to 2024 Orange County Charter Review Commission
- 33) General Counsel to 2016 Orange County Charter Review Commission
- 34) General Counsel to 2016 Pinellas County Charter Review Commission
- 35) General Counsel to 2016 Brevard County Charter Review Commission
- 36) General Counsel to 2018 Clay County Charter Review Commission
- 37) General Counsel to 2020 Alachua County Charter Review Commission
- 38) Counsel to the Pinellas County County Attorney Oversight Committee
- 39) Counsel to the 2021 Pinellas County Redistricting Board
- 40) Counsel to the City of Cocoa Beach Charter Review Committee
- 41) Counsel to the City of Bunnell Charter Review Committee
- 42) Counsel to the City of Deltona Charter Review Committee
- 43) Counsel to the Dade City Charter Review Committee
- 44) Counsel to the City of Longwood Charter Review Committee
- 45) Counsel to the City of Winter Garden Charter Review Committee
- 46) Counsel to the City of St. Cloud Charter Review Committee
- 47) Counsel to the Town of Pierson Charter Review Committee
- 48) Counsel to the Town of Oakland Charter Review Committee
- 49) Counsel to the Town of Edgewood Charter Review Committee
- 50) Counsel to City of Orlando Civil Service Board

- 51) Counsel to Eagle Lake Planning and Zoning Board
- 52) General Counsel for Green Swamp Land Authority
- 53) Special Counsel to City of Ocoee
- 54) Counsel to the City of Cocoa Planning and Zoning Board
- 55) Counsel to City of St. Cloud Planning and Zoning Board
- 56) Counsel to the City of Naples
- 57) Counsel to the Escambia County Planning Board
- 58) Special Counsel to City of Casselberry
- 59) Counsel to the City of Cocoa Beach CRA
- 60) Counsel to City of Orlando Historic Preservation Board
- 61) Counsel to the City of Deltona Collective Bargaining Committee
- 62) Counsel to the City of Cocoa Beach Board of Adjustment
- 63) Counsel to the City of Brooksville Planning Commission
- 64) Special Counsel to Orange County as to Environmental Claims
- 65) Counsel to the Dade City Planning Board
- 66) Counsel to the Naples Design Review Board
- 67) Counsel to the City of Orlando Zoning Board
- 68) Counsel to the City of Deltona Planning and Zoning Board
- 69) Counsel to the City of Naples Planning Advisory Board
- 70) Counsel to City of Orlando Board of Adjustments
- 71) Counsel to City of St. Cloud Civil Service Board
- 72) Counsel to the City of St. Cloud Code Enforcement Board
- 73) Counsel to the City of St. Augustine Code Enforcement Board
- 74) Special Litigation Counsel to Orange County Property Appraiser
- 75) Counsel to City of Longwood Code Enforcement Board
- 76) Attorney for Orange County Fire & Life Safety Code Board of Adjustments & Appeals
- 77) Counsel to City of Longwood Planning and Zoning Board
- 78) Counsel to the City of St. Augustine Planning and Zoning Board
- 79) Counsel to City of St. Cloud Pension Board
- 80) Counsel to the City of Orlando Board of Adjustments and Appeals
- 81) Special Counsel to Orange County as to §1983 Civil Rights Litigation
- 82) Attorney to the Orange County Code Enforcement Department
- 83) Special Counsel to the Orange County Sheriff's Office
- 84) Special Counsel to the Town of Oakland as to land development and litigation matters
- 85) Attorney for North Lake County Hospital Board of Trustees
- 86) Special Counsel to City of DeLand
- 87) Conflict Counsel/Special Counsel for City of Largo
- 88) Special Counsel to City of Orlando as to Eminent Domain matters
- 89) Special Counsel to Orange County as to Code Enforcement Foreclosures
- 90) Special Magistrate to the Lake County Value Adjustment Board
- 91) Special Magistrate to the Hillsborough County Value Adjustment Board
- 92) Special Magistrate to the City of Satellite Beach

- 93) Special Magistrate to the City of Davenport
- 94) Special Magistrate to the City of St. Augustine
- 95) Land Use Special Magistrate to Lake County
- 96) Special Counsel to the Orange County School Board as to eminent domain matters
- 97) Eminent Domain Mediation Services for Florida Turnpike Authority, FDOT, Seminole County, Orange County, Hillsborough County, Lake County, Polk County
- 98) Counsel to Florida State Court Administrator, Office of Court Education
- 99) Counsel to Florida Department of Business and Professional Regulation
- 100) Counsel to Florida House of Representatives
- 101) Special Counsel to Monroe County regarding code enforcement matters

Specific Legal Services Performed for other Local Government Clients

A. Administrative matters and proceedings

The Vose Law Firm's extensive administrative experience includes not only dealing with administrative matters and proceedings within the municipalities we represent, but also dealing with administrative matters and proceedings in state, federal and county venues.

B. Municipal Charter, Municipal Code of Ordinances, and Comprehensive Plan issues

The attorneys of the Vose Law Firm work every day on issues relating to city charters, city code of ordinances, and comprehensive plans. We regularly draft and amend ordinances, comprehensive plan provisions, and draft proposed charter amendments with the associated ballot questions. We also interpret ordinances, comprehensive plan provisions, and charter provisions as well as defend them in court.

C. Code Enforcement

The attorneys of our firm handle all code enforcement matters for all the governmental agencies we represent. In addition, the Vose Law Firm has represented the Orange County code enforcement department continuously since 1993 and has recently been hired to provide legal services to the code enforcement department in Monroe County. Our firm also has extensive experience litigating code enforcement matters in court, including code enforcement lien foreclosures and defense of suits against our clients relating to code enforcement.

D. Contract Law

The attorneys of Vose Law Firm have extensive experience drafting a plethora of contracts (routine and specialized) on virtually all subjects dealt with by local

government agencies. We hold a license for unlimited access to AIA documents if those are desired to be used by the city in certain instances. In addition, the attorneys of our firm are extremely experienced in litigating issues relating to governmental contracts.

E. Drafting and reviewing Ordinances and Resolutions

Our firm regularly drafts, reviews and interprets ordinances and resolutions for our local government clients, and we also advise clients as to when new ordinances or resolutions may be necessary. We will draft or review every ordinance or resolution before it goes onto the agenda to ensure quality and legal sufficiency.

F. Federal, State and local ethics laws

As a part of our firm's representation of our municipal clients as city attorney we are intimately involved in all aspects of ethics laws that apply to such cities and its employees, officers, board members and vendors. As a regular part of the services we provide to the municipalities we represent, our attorneys give the required Four Hour Ethics Course if requested as well as instruct other board members as to ethics matters while also providing information as to Sunshine Law and public records law matters.

G. Constitutional Law

A thorough understanding of both the Florida Constitution and the United States Constitution are absolutely vital to providing legal services to our governmental clients and all of our attorneys are well educated on these subjects and keep abreast of evolving case law regarding constitutional matters.

H. Other Federal, State and Municipal Laws & Ordinances

There are a plethora of federal and state laws that significantly impact local government law and the attorneys of the Vose Law Firm are extremely familiar with such laws and keep up with the ever evolving changes in the laws. As soon as we are hired by a municipality to act as its municipal attorney, our attorneys become totally familiar with that municipality's charter and ordinances.

I. Land Use and Zoning

The Vose Law Firm and its attorneys have practiced in the field of land use law as part of their representation of all their municipal clients over the years. Our attorneys have extensive experience writing and interpreting zoning and land use ordinances and comprehensive plan provisions and dealing with Florida's Comprehensive Growth Management Act, zoning, development agreements, platting issues, development orders, and enterprise zones. Nancy Stuparich has an MPA & MSP in Public Administration and Urban Planning from Florida State University and is a Redevelopment Professional

(FRA-RP) certified by the Florida Redevelopment Association. Wade Vose has been instrumental in the development of the new comprehensive plan and land development regulations for Florida's newest municipality, the Village of Indiantown. Becky Vose completed a re-write of the Town of Indian River Shores land development code. They have been involved in significant land use litigation on behalf of public clients. The reported case of City of Orlando vs. The School Board of Orange County was handled by Ms. Vose and helped establish the appellate law in Florida relating to the effect of municipal zoning on other public uses.

J. Litigation in State and Federal Courts

The Vose Law Firm has handled litigation in both state and federal courts for virtually all cities we have represented as city attorney. The firm currently is handling civil litigation for Okeechobee County, the City of Brooksville, the City of South Daytona, the City of Anna Maria, the Town of Oakland and the City of Cocoa Beach. As outside counsel, our firm has successfully represented in litigation Orange County, the Orange County Property Appraiser, and Monroe County.

K. Municipal Leases and Agreements

Our firm has extensive experience in drafting and reviewing leases involving our municipal clients, whether the client is the landlord or the tenant. We are also adept at litigating issues relating to leases and other landlord/tenant issues.

L. Property Easements

The attorneys of the Vose Law Firm frequently draft and interpret property easements of all types for the local governments they represent. They also have extensive experience in the acquisition of easements for their clients.

M. Purchase, Lease and Sale of City Real Property

The attorneys of the Vose Law Firm regularly handle the purchase, lease and/or sale of real property on behalf of the cities they represent as city attorney. Currently, Becky Vose is handling the sale of property for the City of Daytona Beach Shores and is also handling litigation to clear title to certain land owned by the City of Cocoa Beach in preparation for the sale of the property to a third party.

N. Public Utility Matters

The attorneys of the Vose Law Firm handle all public utility matters for the cities in which they serve as city attorney. In addition, our firm has extensive experience rendering legal advice and drafting documents relating to utility taxes and utility franchise agreements. The representation of each of the municipal clients of the firm has included the drafting

and reviewing of numerous franchise agreements with various utility companies. The representation of the City of St. Cloud included handling the complex transaction between the Orlando Utilities Commission and St. Cloud as to the “take over” of the St. Cloud electrical system by the OUC.

O. Public Records and Sunshine Law Matters

Rendering legal advice to our municipal clients as to both public records and Sunshine Law matters is an almost daily occurrence for our attorneys. As a regular part of the services we provide to the municipalities we represent, our attorneys teach the required Four Hour Ethics Course if requested, as well as giving regular training on ethics, Sunshine law, and public records matters to other board members. In addition, we have experience litigating matters implicating the public records law and/or the Sunshine Law.

P. Attend and provide advice and counsel at City staff meetings as directed by the City Manager.

One aspect of getting in front of issues involves having an open dialog with the City Manager about issues that will come before the Council in future meetings. We will attend staff meetings as requested to ensure proper preparation for City Council meetings. We also encourage Council members and staff to call, text, or email us about any concerns they may have about an agenda item. Some issues require research or preparation, and we strive to resolve all relevant issues prior to the meeting so that the agenda item does not need to be pulled due to a legal concern.

Q. Address legal issues affecting financial matters of the City, including user fees, impact fees, franchise fees, and special assessments.

Virtually all of our municipal governmental clients over the last 45+ years have received extensive assistance from the attorneys of our firm on financial matters, including, but not limited to, user fees, impact fees, and special assessments.

R. Review Requests for Proposals, bid invitation documents, development review applications, agenda items, and other pertinent matters as directed.

The attorneys of the Vose Law Firm regularly review, then assist and advise their local government clients on purchasing and procurement matters, development review applications, all agenda items, and any other legal issues that arise in the course of the representation of the governmental entities we represent.

S. Address and advise City in community development issues including, but not limited to, land use law, Florida's Comprehensive Growth Management Act, zoning, code enforcement, development agreements, development orders, developments of

regional impact, and condemnation.

The Vose Law Firm and its attorneys have practiced in the field of land use law as part of their representation of virtually all their municipal clients over the years. Becky Vose has been representing local governments for over 50 years and has handled all manner of land use, zoning, CRAs, and other such matters. The attorneys of the Vose Law Firm have extensive experience writing and interpreting zoning and land use ordinances and dealing with Florida's Comprehensive Growth Management Act, zoning, redevelopment districts, code enforcement, development agreements, development orders, developments of regional impact, and enterprise zones. Wade Vose has been instrumental in the development of the new comprehensive plan and land development regulations for Florida's newest municipality, the Village of Indiantown. The Vose Law Firm completed a re-write of the Town of Indian River Shores land development code. They have been involved in significant land use litigation on behalf of public clients as well as private clients. The reported case of City of Orlando vs. The School Board of Orange County was handled by Ms. Vose and helped establish the appellate law in Florida relating to the effect of municipal zoning on other public uses.

T. Address and advise City in utility taxes and utility franchise agreements as they relate to Florida municipalities.

The Vose Law Firm has extensive experience rendering legal advice and drafting documents relating to utility taxes and utility franchise agreements. The representation of each of the municipal clients of the firm has included the drafting and reviewing of numerous franchise agreements with various utility companies. The representation of the City of St. Cloud included handling the complex transaction between the Orlando Utilities Commission and St. Cloud as to the "take over" of the St. Cloud electrical system by the OUC. The firm is currently negotiating a new franchise agreement with Duke Energy for electrical service to the Town of Oakland.

U. Address and advise City on special assessments and special assessment collections and liens.

The Vose Law Firm has provided general legal services in the areas of special assessments and special assessment collection and liens for each of the cities represented by the firm. In addition, the firm did extensive work for the City of Longwood in reviewing and collecting long over-due special assessments, and the firm has represented Orange County as to CEB lien foreclosures and settlements for the last 25 years.

V. Address and advise City in the additional following areas: Sunshine Law and public records law; home rule; exercise of police power; practice and procedures before local government land use issues, legislative, and quasi-judicial bodies; and all other areas of municipal law.

The Vose Law Firm regularly advises clients on the matters above as part of its day to day practice. These are among the most common questions facing local government officials, and as City Attorney, we encourage City staff and officials, including not just the City Council, but also board members for advisory boards, to contact us if they have any questions about any of these matters. Additionally, we remain in regular contact with city staff to advise staff on the law as well as providing opinions on best practices and procedures.

W. Responding to requests from City Council or City staff within the time period required by the City.

The attorneys at the Vose Law Firm are aware that advising local governments is not strictly an 8 to 5 affair. It is our practice to answer every phone call from a client immediately unless we are in another meeting or in court. When possible, we text the person calling if we are not immediately available to let the caller know when to expect a return call. If something cannot wait, typically it will be easy for a client to reach out to another attorney in the firm and get answers to questions. We are available after hours and on weekends as well, whether for meetings or for situations that are time sensitive.

X. Representation of local governments in diverse litigation in state, federal and appellate courts, and Alternative Dispute Resolution experience.

All of the attorneys of the Vose Law Firm have significant experience with alternative dispute resolution techniques. Becky Vose became certified as a certified circuit court mediator in the 1990s and has mediated hundreds of cases, most of which involved at least one governmental agency.

Y. Condemnation (Eminent Domain) under Florida law

The Vose Law Firm's eminent domain experience includes the full range of eminent domain practice including initial pre-litigation advice and drafting of resolutions, preparation of all pleadings, numerous contested as well as uncontested Order of Taking hearings, settlement negotiations and drafting of settlement documents, mediations, jury trials, and appeals. In addition, they have extensive experience dealing with issues of public use, incidental private use, necessity, inverse condemnation, business damages, severance damages, damages to non-profit entities, historically significant properties, cost to cure, consolidation of parcels, and down-zoning issues. The firm has recently successfully completed eminent domain proceedings for the City of Deltona.

As both an Assistant City Attorney for Orlando and as Special Counsel to the City of Orlando, Ms. Vose represented the City of Orlando for over 15 years in eminent domain litigation. During that time, she represented the City as to numerous acquisitions including rights-of-way, pedestrian walkways, park lands, land for parking areas, easements for sewage transmission lines, sites for public utility facilities, as well as many other public use

projects. As Special Counsel to the City, she handled on a contract basis the acquisition of the property for the Gertrude Walk pedestrian walkway through downtown Orlando as well as the City of Orlando Arena property, (Phases II and III). Ms. Vose also has extensive experience as counsel to property owners of condemned land, and has acted as a certified circuit court mediator in over 100 eminent domain mediations.

Z. Counsel and legal services to local government pension boards, and work with employee pension plans including Florida Statutes, Chapter 175 and Chapter 185 Special Risk Plans

The attorneys of the Vose Law Firm have provided legal services to the Cities of Winter Garden, Longwood, Deltona, Edgewood, Eagle Lake, and St. Cloud relating to employee pension plans including Florida Statutes, Chapter 175 and Chapter 185 Special Risk Plans.

AA. All aspects of construction law and public works (water and wastewater) issues

The attorneys of the Vose Law Firm have extensive experience representing both public and private clients as to virtually all aspects of public works matters, including water and waste water issues, construction law including, but not limited to regulatory compliance, bid solicitations, bid protests, construction contracts, construction litigation, warranty issues, delay damages, etc. The firm has provided extensive legal services as to Public Works (water and waste water) issues for each city represented by the firm.

BB. The creation and administration of Tax Increment Financing Districts (CRAs)

The Vose Law Firm provided legal services to the cities of Naples, Cocoa Beach, Brooksville, Dade City, Winter Garden, Longwood, Edgewood, Deltona, Bunnell, and St. Cloud relating to Tax Increment Financing Districts (CRAs). In addition, as general counsel for the North Lake County Hospital Board of Trustees, the firm had significant experience challenging the authority of municipal tax increment financing districts from imposing charges on the special taxing district.

CC. Environmental law including representation before and negotiations with, various State and Federal regulatory agencies

The attorneys of Vose Law Firm have represented public and private clients with regard to environmental matters in conjunction with governmental representation and private real estate practice. As counsel to the Green Swamp Land Authority, such representation included extensive dealings with the Florida Department of Environmental Protection, the Department of Community Affairs, and two water management districts. While an Assistant City Attorney for Orlando, Ms. Vose worked on the permitting for the Iron Bridge Road Sewage Treatment Plant and for various drainage and other public works projects. As the City Attorney for Longwood, the firm represented the City in matters relating to a RCRA site on City property and was responsible for negotiations with the Florida

Department of Environmental Regulation, [now the Florida Department of Environmental Protection (DEP)], and for matters relating to negotiations with the environmental company hired to evaluate the clean-up of the property.

The attorneys of Vose Law Firm have been extensively involved in the permitting of various environmental features have also represented numerous property owners in negotiations with the FDEP and in litigation over environmental contamination issues. Ms. Vose co-authored the book, *Environmental Survival Kit for Realty Professionals*, a book designed to protect realty professionals from losses due to environmental problems. The Florida Board of Realtors purchased the rights to such publication for purposes of including the publication among its educational materials.

DD. Collective bargaining/Labor Law

The Vose Law Firm has represented local governments it has represented as to numerous collective bargaining matters. The attorneys of the firm currently represent Okeechobee County in its ongoing negotiations with I.A.F.F. Local 2918 relating to city/county fire consolidation issues. In recent years, the attorneys of the firm recently handled the collective bargaining negotiations for the City of Deltona relating to the negotiations with I.A.F.F. Local 2913, and recently successfully concluded collective bargaining negotiations with the Fraternal Order of Police on behalf the City of Bunnell. The attorneys of the firm are now beginning the bargaining process for the fire union at the City of Brooksville. The attorneys of the Vose Law Firm also have extensive experience representing their cities in labor arbitrations, unfair labor practices issues, and general issues relating to employment law.

EE. Municipal and County Charters

The Vose Law Firm and its attorneys have extensive experience in representing cities and counties with regard to charter government, including but not limited to charter amendments, charter review, and the interaction of municipal and county ordinances under governing county charter provisions. Notably, Wade Vose and Vose Law Firm LLP have twice served as General Counsel to the Orange County Charter Review Commission, joining former Orange County Mayor and U.S. Senator Mel Martinez as the only other attorney to have served twice as General Counsel to the Orange County Charter Review Commission. Mr. Vose prepared the ballot title, ballot summary, and amended charter language for each of the 2012 and 2016 CRC-initiated charter amendments, with a specific focus on both clarity of the ballot language for the voter, and strict compliance with the exacting standards of Section 101.161, Fla. Stat. and the extensive specialized case law governing the wording of ballot referenda.

In 2013-2014, Mr. Vose served as counsel to the City of Bunnell Charter Review Committee, which was engaged in a comprehensive review of its city charter. Mr. Vose provided substantial legal and procedural guidance to that committee throughout its deliberations, resulting in Mr. Vose preparing the ballot titles, ballot summaries, and

charter amendment language for seven (7) charter referendum questions placed on the municipal ballot. In 2014, Mr. Vose also served as counsel and facilitator to the City of Deltona Charter Review Committee, which resulted in three (3) charter referendum questions prepared by Mr. Vose placed on the municipal ballot. Mr. Vose recently completed assisting the Town of Pierson with a comprehensive review and rewrite of its town charter, which had not been revised or modernized since 1929.

Mr. Vose and the Vose Law Firm also served as General Counsel to the 2016 Pinellas County (home of St. Petersburg, Clearwater, and Largo) Charter Review Commission, notably the formative first time that CRC has chosen an attorney unaffiliated with the Pinellas County Attorney's Office. Pinellas County is the most urbanized county in the State of Florida, and Mr. Vose and the Vose Law Firm represented that CRC as it reconsidered the balance of power between the County and its 24 municipalities, as well as between the County and its constitutional officers. In addition, Mr. Vose and the Vose Law Firm served as General Counsel to the 2016 Brevard County Charter Review Commission, 2018 Clay County Charter Review Commission, and the 2020 Alachua County Charter Review Commission.

FF. Municipal Bonds

The Vose Law Firm and its attorneys have extensive experience representing municipalities in a variety of municipal bond matters as local bond counsel. The firm has the appropriate expertise to work hand in hand with professional bond counsel and financial consultants to accomplish bonding for a variety of municipal purposes.

GG. Representation of Cities relating to gambling issues and "Internet Cafes"

The Vose Law Firm and its attorneys have represented local governments in matters relating to gambling and Internet Cafes. The cities of Cocoa Beach, South Daytona, Bunnell, and Deltona have faced numerous issues as to illicit gambling activities in the city limits and the Vose Law Firm has provided expert legal services which successfully addressed those issues.

HH. Medical Marijuana issues

The attorneys of the Vose Law Firm have made numerous presentations on the subject of medical marijuana and the appropriate manner for local governments to deal with matters related to that subject. Wade Vose has made numerous public presentations to groups of local government officials on this subject, and has been on several television presentations on this issue. Both Wade Vose and Becky Vose have drafted medical marijuana ordinances for the respective cities they represent. Each municipality has dealt with the issue in a different way dependent upon the respective concerns of each of the local governments represented.

II. Bert J. Harris Act matters

The attorneys of the Vose Law Firm have been heavily involved in defending local governments in Bert J. Harris litigation. A few years ago, the City of Anna Maria received in the last year over 100 Bert J. Harris claims, and the local government lawyers of the Vose Law Firm were actively involved in handling those claims. Those claims have been settled with no financial payments by the City.

JJ. Vacation Rental Issues

The City of Anna Maria hired the Vose Law Firm as its City Attorney in the middle of its life and death struggle with Vacation Rentals that were about to “take over” the City. The Vose Law Firm drafted one of the State of Florida’s first Vacation Rental Ordinances and successfully defended that ordinance (which evolved over time) in five different legal challenges. The City of Anna Maria has one of the few Vacation Rental Ordinances that has withstood multiple legal challenges, and the City is now flourishing with well-regulated Vacation Rentals. The Vose Law Firm also recently wrote a Vacation Rental Ordinance for the City of Cocoa Beach, which has very different concerns regarding Vacation Rentals.

KK. Forfeiture

The attorneys of the Vose Law Firm have handled extensive forfeiture matters for the cities it has represent over the years. However, due to recent changes in legislation, the firm’s local government clients are not as inclined to file forfeitures due to prohibitively high costs involved (unrelated to legal expenses).

LL. Pension matters

The attorneys of the Vose Law Firm regularly interface with pension counsel representing various pension boards and give their cities legal advice regarding the effect pension matters will have on the municipal entity. The firm is now representing the City of Brooksville regarding the closing of a pension plan after the disbandment of that city’s police department.

MM. Representation of Government-Owned General Aviation Airport

Our firm also has extensive experience representing a government-owned general aviation airport. Our firm is County Attorney for Okeechobee County, which operates an active general aviation airport (ICAO: KOBE) and its associated Fixed Base Operator (“FBO”), and our firm has represented the airport in a multitude of matters, including, but not limited to advice concerning compliance with FAA Grant Assurances, disposal of derelict and abandoned aircraft under Sec. 705.183, Fla. Stat., acquisition of a FBO, operation by the County as an FBO, adoption of airport regulations, fees, and service

charges under Sec. 332.08, Fla. Stat., hangar leases and evictions, FDOT certifications, agreements with rental car providers, airport protection zoning, and specialized litigation involving an approved airport master plan.

NN. Other specific local government experience not listed above

The Vose Law Firm has also represented cities relating to the following matters:

- i) Civil rights defense – USCA, Title VII litigation
- ii) Litigation relating to qualifications for election
- iii) Redistricting to comply with Federal Court Orders
- iv) Disputes between governmental entities relating to zoning and land use
- v) Intergovernmental agreements
- vi) FEMA reimbursement issues
- vii) Labor law, employee disputes, and employee discharge hearings
- viii) Historic Preservation
- ix) Construction Industry Board of Appeals – establishment and representation
- x) Public Employee Relations Commission hearings and appeals
- xi) Adult entertainment and bookstore ordinances; bingo regulation
- xii) Trap, Neuter, Release feral cat control
- xiii) Plasmapheresis facility regulation
- xiv) Arbor ordinances and regulation
- xv) Sexual harassment litigation
- xvi) Age discrimination litigation
- xvii) Police legal advisor issues
- xviii) Alarm ordinance regulation
- xix) Cable TV regulation
- xx) Cell phone tower regulations
- xxi) Leasing of public property for private use
- xxii) Local counsel for bond issues
- xxiii) Land banking for future public use
- xxiv) Federal grant applications and administration
- xxv) Defense of inverse condemnation claims due to restrictive zoning
- xxvi) Marina leases
- xxvii) Sale/lease back agreements for city
- xxviii) Code Enforcement foreclosures
- xxix) Annexation disputes
- xxx) Noise ordinances
- xxxi) Inverse condemnation actions relating to environmental damages
- xxxii) Residential Prison Diversion Programs
- xxxiii) Mortgage Foreclosure Registration
- xxxiv) HUD Uniform Relocation Act requirements
- xxxv) Construction Regulation Boards

- xxxvi) ADA compliance issues
- xxxvii) Customary Beach Use Ordinances
- xxxviii) Declarations of Emergency
- xxxix) Dogs on the beach regulations and ordinance

Local Governmental Client References

City of Cocoa Beach – City Attorney

Comprehensive City Attorney Legal Services

Contact: Wayne Carragino, City Manager

Phone: 321-604-0601

City of South Daytona – City Attorney

Comprehensive City Attorney Legal Services

Contact: Les Gillis, City Manager

Phone: 386-322-3014

City of Daytona Beach Shores – City Attorney

Comprehensive City Attorney Legal Services

Contact: Kurt Swartzlander, City Manager

Phone: 386-547-9238

City of Bunnell – City Attorney

Comprehensive City Attorney Legal Services

Contact: John Rogers, Vice Mayor

Phone: 386-931-1410

City of Anna Maria – City Attorney

Comprehensive City Attorney Legal Services

Contact: Dan Murphy, Mayor

Phone: 941-228-7039

Town of Fort Myers Beach – Town Attorney

Comprehensive Town Attorney Legal Services

Contact: Dan Allers, Mayor

Phone: 239-284-5224

City of Brooksville – City Attorney

Comprehensive City Attorney Legal Services

Contact: Blake Bell, Mayor

Phone: 601-573-6642

Statement Concerning Lawsuits, Ethics or Bar Complaints

All the attorneys in this proposal are members in good standing of the Florida Bar, and each has been continuously a member in good standing since each attorney's admission. As shown on the Florida Bar website, each attorney of the Vose Law Firm has a 10-Year Discipline History of "None". **There have been no lawsuits, judgments, ethics violations, or bar complaints against any attorney of the Vose Law Firm in the past five years, and none of its attorneys has ever been disciplined by the Florida Bar, the Florida Commission on Ethics, or any other federal, state or local entity.**

As most local government attorneys know, it is an unfortunate reality that attorneys zealously representing the government subject themselves to the slings and arrows of certain members of the public who disagree with the government's actions. Wade Vose remembers an instance when an anti-government "sovereign citizen" recorded against his house what purported to be a \$27 million lien (payable only in gold) from a fictitious "court", because the sovereign citizen didn't like that Mr. Vose was performing his lawful duties on behalf of the government.

The above is reminiscent of a frivolous lawsuit that was filed by a perennial *pro se* litigant in the City of Naples in 2022. That suit was filed against six members of the Naples City Council, firm partner Nancy Stuparich (the Naples City Attorney), the Vose Law Firm, and various entities that were involved in the development of the Naples Beach Hotel, a multibillion-dollar new development in Naples that the Plaintiff was attempting to block. That lawsuit was summarily dismissed by the Court. Other than that frivolous lawsuit within the five year period, there are no further lawsuits to be reported.

Miscellaneous Information

(As required in RFP)

1. Have you ever represented a client who has been involved in litigation with the City of Neptune Beach?

No.

2. Do you currently provide legal services for any other public agencies in Duval County, or in other north Florida counties? If so please list them.

City of Bunnell, City Attorney (in Flagler County)

3. Do you currently represent any clients with matters relating to properties or businesses in Neptune Beach?

No.

4. Please provide any other information which you think will help the City Council to evaluate your qualifications.

Please See Balance of Proposal.

FIRM NAME:
FIRM ADDRESSES:

Vose Law Firm, LLP
146 Istorla Drive
St. Augustine, FL 32095
and
324 W. Morse Blvd.
Winter Park, Florida 32789

SIGNED:
NAME:
DATE:



Wade C. Vose, Esq.
July 10, 2024

SECTION 4

FEE PROPOSAL

Fee Proposal

\$10,500 per month, all-inclusive including Extraordinary Services and Litigation Services.

The Vose Law Firm proposes to provide unlimited, and complete City Attorney legal services to the City of Neptune Beach (including Retainer, Extraordinary Services and Litigation Services for the monthly retainer amount of \$10,500 per month (\$126,000 per year). That lump sum fee would include all the services described in the RFP general legal services, attendance at meetings, litigation, local bond counsel work, and representation of the City's enterprise funds, but does not include Risk Management (insurance defense), Special Magistrate Services (which legally cannot be provided by either an inside or outside City Attorney due to conflict issues), and general bond counsel work.

There would be no additional billing for any ancillary legal services, research expenses (such as Westlaw/Lexis fees), travel or miscellaneous expenses, (copying, phone, fax, courier, etc.) and no other costs or expenses, (other than the pre-approved out of pocket expenses mentioned below), that would be billed separately. There would be no other expenses or fees charged, regardless of the time needed or complexity involved in any legal matter. Pre-approved out of pocket costs, (such as court filing fees, and court reporter fees), would be billed at cost, with no mark-up or multiplier.

Our flat fee proposal would give complete budgetary certainty as to the City Attorney expenses of the City, including litigation, while providing unlimited access to the best local government legal talent available in the state.

Hiring our firm on a flat fee is the equivalent of having a large in-house legal staff at a small fraction of the cost. From our experience, litigation cannot always be avoided, and sometimes litigation is needed to proactively protect the best interests of the municipality. Those are the times when legal expenses can get out of hand if the municipality is paying for its legal services by the hour. Our clients believe that it is a wise choice to pay a flat fee that includes litigation fees each month to ensure budgetary certainty and prevent the frightening experience of out of control legal costs.

Many municipalities with attorneys who charge an hourly rate can suffer "sticker shock" when unexpected litigation occurs, or a unique and time-consuming legal issue arises, and legal fees get extremely high. An example is a Volusia County municipality, Ponce Inlet, with a population of approximately 3,000, that was represented by an attorney who charged hourly fees for litigation and was faced with legal fees of well over

\$5 million dollars that were the product of 12 years of litigation over a land use matter. That litigation was settled in 2019 with both parties ending up paying their own legal fees.

Our fixed fee structure (including day to day legal services, litigation and all special projects) protects our municipal clients from such an experience. Having a law firm that does not charge additional fees for litigation can also be extremely helpful in negotiating a resolution of a dispute. When one side of a dispute is not fearful of runaway legal fees, (such as a city with a fixed fee attorney contract including litigation), and the other side has such fears, the non-fearful party definitely has a “leg-up” in the negotiations.

Our fixed fee arrangement would provide budgetary certainty and would result in the City of Neptune Beach having *unlimited* access to and support from eight (8) highly skilled and experienced local government attorneys. This arrangement would take the fear of litigation costs out of the equation when third parties threaten litigation if the City does not meet the demands of that third party.

The attorneys of the Vose Law Firm have realized over the years that an all-inclusive retainer results in more frequent contact between the attorneys on one side, and the staff and elected officials on the other, which almost always results in less “false starts,” and unintentional legal errors by city staff. The end result in having the municipality’s lawyers involved in projects and work from the very beginning, is that litigation is avoided, and legal work to “fix” a problem is kept to a minimum. The attorneys of the Vose Law Firm wish to truly be a part of the City of Neptune Beach and work diligently to keep the City out of trouble and ensure the smooth running of the City without unnecessary litigation or problems.

The attorneys of our firm understand that a municipality that has a reputation of vigorously defending its interests will be the object of fewer lawsuits. Therefore, our firm strives to maintain the delicate balance of providing legal advice that serves the best interests of the municipality while avoiding unnecessary litigation. But if litigation becomes necessary, the Vose Law Firm vigorously provides a strong and effective offense or defense as needed. It is our firm’s belief that our best interests are inexorably tied to the best interests of our clients. **If our clients benefit, so do we!**

STRUCTURE OF COMPENSATION

(As required in RFP)

The City prefers that the structure of compensation of a monthly retainer for all legal work performed under the City General Attorney Services, and an hourly fee to be paid for Extraordinary Services and Litigation performed as provided above.

How much will you charge per month for the retainer for City General Attorney Services?
\$10,500.

How much will you charge per hour for each category below for Extraordinary Services and Litigation Services?

Senior Attorneys/Partners \$0 (Fees are included in monthly retainer of \$10,500)

Junior Attorneys/ Associates \$0 (Fees are included in monthly retainer of \$10,500)

Support Staff \$0 (Fees are included in monthly retainer of \$10,500)

Does this amount include expenses?

There would be no additional billing for any ancillary legal services, research expenses (such as Westlaw/Lexis fees), travel or miscellaneous expenses, (copying, phone, fax, courier, etc.) and no other costs or expenses, (other than the pre-approved out of pocket expenses mentioned below), that would be billed separately. There would be no other expenses or fees charged, regardless of the time needed or complexity involved in any legal matter. Pre-approved out of pocket costs, (such as court filing fees, and court reporter fees), would be billed at cost, with no mark-up or multiplier.

CITY OF NEPTUNE BEACH – COMMUNITY DEVELOPMENT DEPARTMENT



STAFF REPORT

MEETING DATE: May 8, 2024
BOARD/COMMITTEE: Community Development Board
APPLICATION NUMBER: DP24-04

TO: Community Development Board

FROM: Heather Whitmore, AICP, PTP, Community Development Director

DATE: Updated May 8, 2024

SUBJECT:

DP24-04: Preliminary Development Plan as outlined in Chapter 27 Article III Division 2 of the Unified Land Development Code of Neptune Beach for Douglas Driver III for the property at 108 Orange St (RE# 172769-0000). The applicant requests a Development Plan approval to permit a bed and breakfast.

-
- I. **BACKGROUND:** A Preliminary Development Plan application for a Bed and Breakfast has been submitted for 108 Orange St (RE# 172769-0000).

The property has a Comprehensive Plan Town Center Land Use designation and is zoned Central Business District (CBD). Bed and breakfast is a permitted use in this district.

In 2015, the Drivers made an application for a Special Exception application for a Single Family Home for 108 Orange St. The City denied the application and the Drivers sued the City for a petition for writ of certiorari for the City denying their application. This writ of certiorari ordered the lower court (Neptune Beach) to deliver its record in a case so that the higher court (Circuit County of Duval County) may review it.

There were two separate items that were denied and for which the Drivers filed writs of certiorari. One was the Special Exception for the Single Family Home and one was a variance for setbacks and height. In 2022 the Duval Court agreed that the City had sufficient competent substantial evidence on both to deny it, and the City prevailed (See attached Case No. 16-2022-AP-18 Final Order Denying Petition for Writ of Certiorari).

II. DISCUSSION:

Chapter 27 Article III Administrative and Enforcement Procedures Division 2 Development Review of the Unified Land Development Code of Neptune Beach requires a preliminary and final development plan (development order) approval when “Changing or expanding any use of a site so that the need for off-street parking is increased.” Section 27-76 states that “all development in non-residential districts” requires a development order.

A Preliminary Development Plan application for a 3,507 square foot three story bed and breakfast has been submitted by the property owners for the property located at 108 Orange St. (RE # 172769-0000). The existing lot of record is 50' x 55'. The existing vacant property is located on the northeast corner of Orange St. and Midway St. The property is within the Central Business District (CBD) and is surrounded by CBD zoning on the east, north and west. The properties to the south are zoned RC/R-4. The immediate properties surrounding the vacant lot consist of single family and multi-family properties.

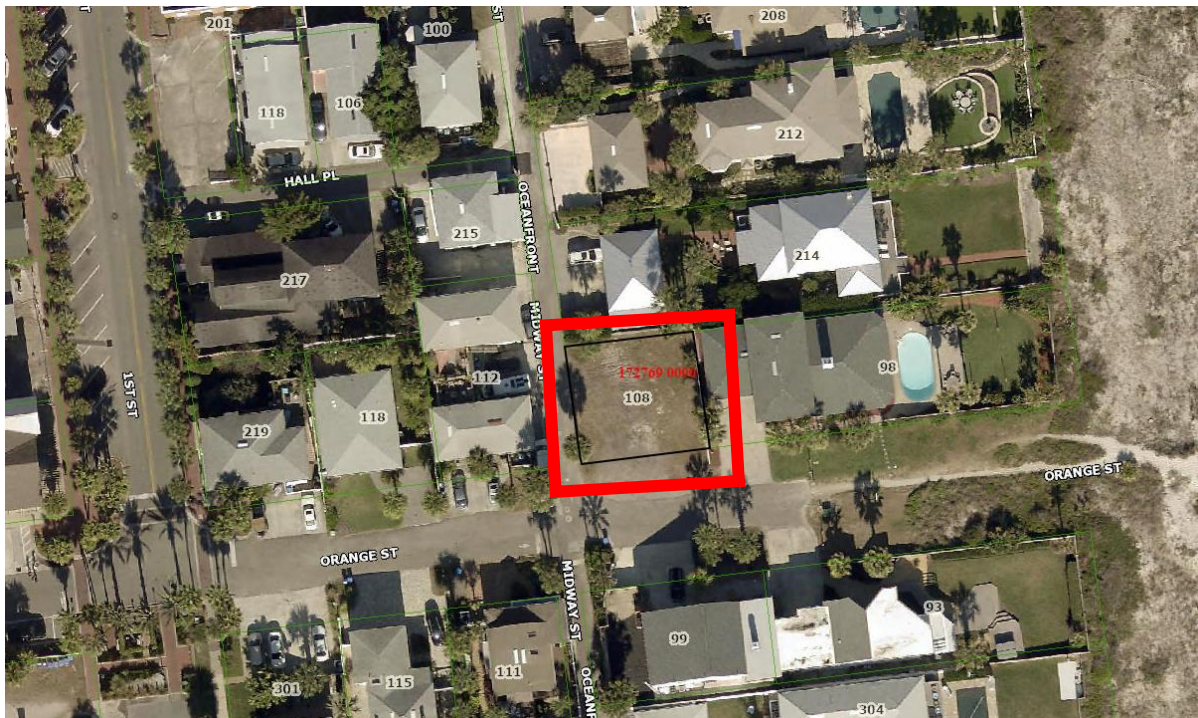


Figure 1: 108 Orange St, Neptune Beach, FL

The proposed bed and breakfast has two rental/guest bedrooms and one owner's suite, and provides a total of two parking spaces. The ground floor/1st floor consists of an interior parking garage for one parking space and guest bedroom, the 2nd floor consists of living area, lobby and kitchen, and the 3rd floor consists of a guest room and the owner's suite.

The building complies with setbacks, lot coverage, height, and frontage buildout requirements in the CBD.

The building complies with the elevation frontage requirements and standards of the CBD.

The building has one primary frontage on Orange St. The Orange St. first-floor frontage included a Lobby door and garage door. The building frontage is a Lobby style and an accessible front entry from the first floor at sidewalk level. The building's first floor façade is 35% transparent. The building's second floor façade is 40% transparent.



Figure 3: Proposed Frontage Elevation (Southern Elevation facing Orange St) 108 Orange St, Neptune Beach, FL

Sec. 27-236. – “Frontage requirements and standards” and Sec. 27-246. – “Central Business District (CBD) zoning district – special regulations” require all building frontages in the CBD to be either Storefront or Lobby with 30%-70% facade transparency. Storefronts and Lobby’s shall be accessible from the sidewalk level.

Section 27-246 (b) and (c) state:

(b) Commercial building frontage standards. New commercial development shall comply with the required frontage types and associated standards detailed in Section 27-236

(c) Commercial building design standards.

(1) Storefront design. The storefront is a frontage type along sidewalk level of the ground story, typically associated with commercial uses. Storefronts are required for the ground floor of all buildings located on streets designated with Required Retail Frontage and may be incorporated on any building in the Central Business District (CBD), Neighborhood Center Overlay (NC), and C1 districts. Storefronts are frequently shaded by awnings. Storefronts shall be directly accessible from sidewalks;

(2) Entrances and Access. All new buildings should have the main entrance oriented to and in full view from a street or public open space. Main entrances shall have design details that enhance the appearance and prominence of the entrance so that it is recognizable from the street and parking areas. Building on corner lots shall use design elements that emphasize the importance of both streets.

(3) Transparency. All building facades which face onto a street or public open space, shall meet the following minimum transparency requirements:

a. Buildings with Shopfronts (Figure 27-246-3)

i. Minimum building façade transparency for ground story: 70% and should allow a view of at least 5' of interior space

ii. Minimum building façade transparency for upper stories: 40%

b. Building without Shopfronts (Figure 27-246-4)

i. Minimum building façade transparency for ground story: 30% ii. Minimum building façade transparency for upper stories: 25%

Driveway/Parking:

The site is served by a total of two parking spaces, one parallel spaces and one garage space. Per the parking requirements in 27-540-1 the development is required to have one parking space per guest room and two parking spaces for the owner/operator for a total of four spaces. Per, 27-540 (c) the CBD is given a 50% reduction in parking however, therefore the development requires two parking spaces. The site layout parking access configuration complies with driveway standards and maximum driveway apron width.

III. D24-04 FINDINGS:

Sec. 27-82. - Procedures for applying for and issuing preliminary and final development orders states the community development board shall conduct a quasijudicial public hearing and shall consider the following factors when issuing a development order:

1. **Characteristics of the site and surrounding area, including important natural and manmade features, the size and accessibility of the site, and surrounding land uses.**

Staff Response: The use is consistent with the surrounding zoning and uses. The site is surrounded by majority residential uses, as well as commercial uses along First St.

2. **Whether the concurrency requirements of article VI of this Code could be met if the development were built.**

Staff Response:

Traffic: The proposed redevelopment will NOT generate more than 50 pm peak trips, therefore a traffic study is not required.

Water/Sewer: This project area will require water and sewer extensions (See attached Public Works Comments)

School: Not applicable

Drainage: Site may require stormwater permitting from Saint John's Water Management District (See attached Public Works Comments).

3. **The nature of the proposed development, including land use types and densities; the placement of proposed buildings and other improvements on the site; the location, type and method of maintenance of open space and public use areas; the preservation of natural features; proposed parking areas; internal traffic circulation system, including trails; the approximate total ground coverage of paved areas and structures; and types of water and sewage treatment systems.**

Staff Response: The Bed and Breakfast use is permitted by right, the development plan complies with minimum development requirements, driveway access, frontage treatment requirements.

The site will require additional utility planning (See attached Public Works Comments).

4. **Conformity of the proposed development with the comprehensive plan, this Code, and other applicable regulations.**

Staff Response: The Bed and Breakfast use is permitted by right, the development plan complies with minimum development requirements, driveway access, frontage treatment requirements.

The site will require additional utility planning (See attached Public Works Comments).

5. **Applicable regulations, review procedures, and submission requirements.**

Staff Response: The Bed and Breakfast use is permitted by right, the development plan complies with minimum development requirements, driveway access, frontage treatment requirements.

The site will require additional utility planning (See attached Public Works Comments).

See attached Fire review comments.

6. Concerns and desires of surrounding landowners and other persons.

Staff Response: A sign was posted on the property according to requirements. Staff has received comments from the public.

7. Other applicable factors and criteria prescribed by the comprehensive plan, this Code, or other law.

Staff Response:

The site will require additional utility planning, See attached Public Works Comments

See attached Fire review Comments

IV. STAFF RECOMMENDATION

Staff recommends approval of the currently proposed application for DP24-04 Preliminary Development Plan for the property at 108 Orange St (RE# 172769-0000) to permit a bed and breakfast (as presented).

See attached Planning and Zoning Comments

See attached Public Works Comments

See attached Fire Comments

The applicant provided a preliminary response to staff comments on May 3, 2024 and provided an updated revised site plan (see attached). The applicant responded to all Planning and Zoning comments on May 8, 2024 and provide a revised site plan, floor plan, and elevations. The revised proposed Preliminary Development Plan as updated on May 8, 2024 complies with all planning and zoning development standards.

The developer shall submit a Final Development Plan that complies with staff conditions for review by the City Council. The Final Development Plan shall be consistent with the Preliminary Development Plan and staff comments and shall contain no land uses different than those approved in the Preliminary Development Plan.

V. RECOMMENDED MOTION:

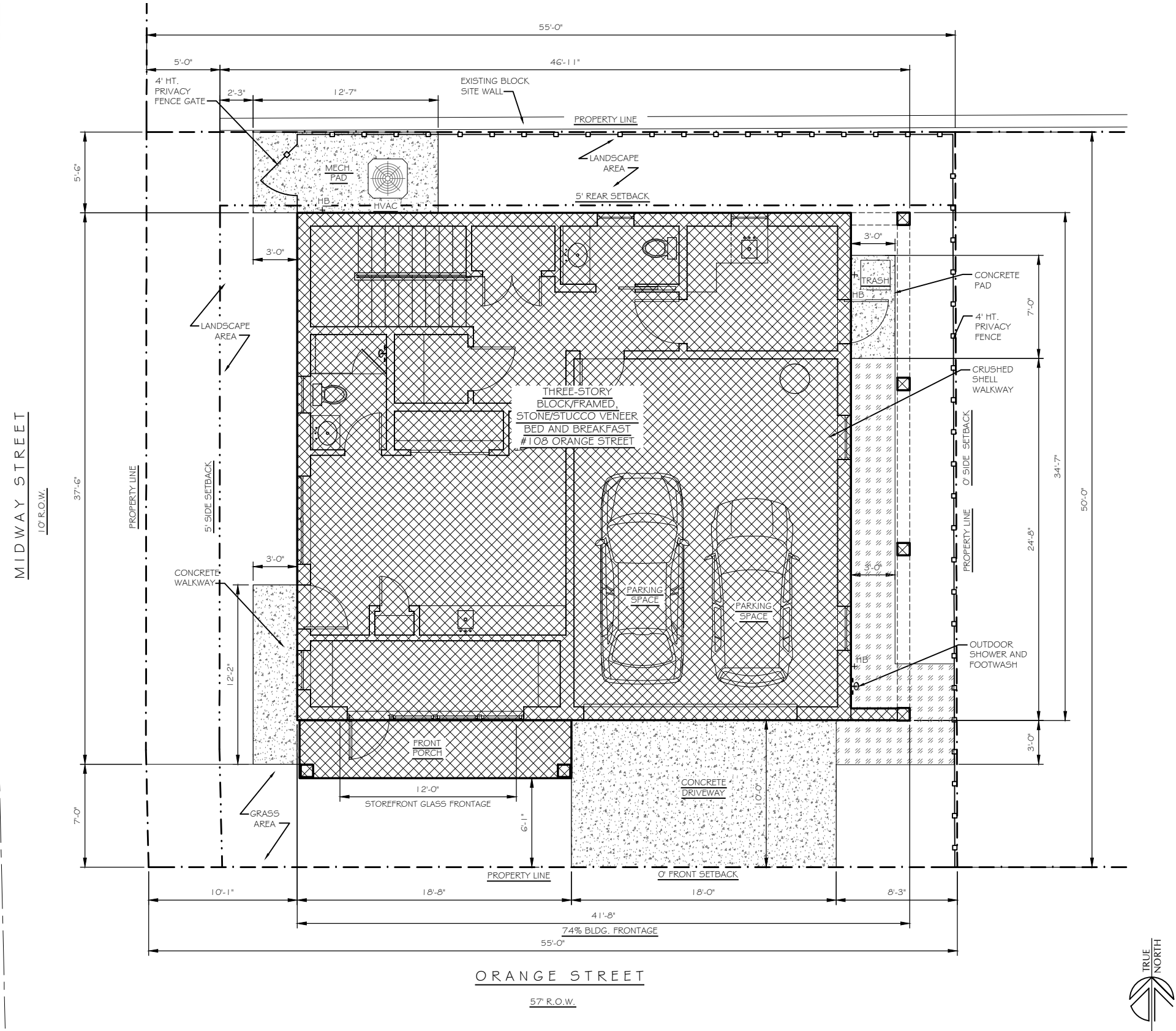
a. I recommend approval of DP24-04

OR

b. I recommend denial of DP24-04

SQUARE FOOTAGE	
SQUARE FOOTAGE:	
1ST FLOOR CONDITIONED	836 SF
1ST FLOOR (UNCONDITIONED):	463 SF
1ST FLOOR PORCHES:	73 SF
2ND FLOOR CONDITIONED:	1,055 SF
2ND FLOOR TERRACES:	319 SF
3RD FLOOR CONDITIONED:	996 SF
3RD FLOOR TERRACES:	224 SF
TOTAL CONDITIONED SF:	
2,887 SF	
TOTAL UNCONDITIONED SF:	
463 SF	
TOTAL PORCH/TERRACE SF:	
616 SF	
TOTAL SF:	
3,966 SF	

IMPERVIOUS SURFACE RATIO (ISR)	
SITE SQUARE FOOTAGE (PER DEED):	
2,754 SF	
IMPERVIOUS SURFACE:	
MAIN STRUCTURE:	1,376 SF
HARDSCAPE:	308 SF
TOTAL COVERAGE SF:	
1,684 SF	
IMPERVIOUS SURFACE RATIO (1,684 / 2,754):	
61.1%	
ALLOWED 85% MAX. OF AREA AS DESCRIBED IN DEED	



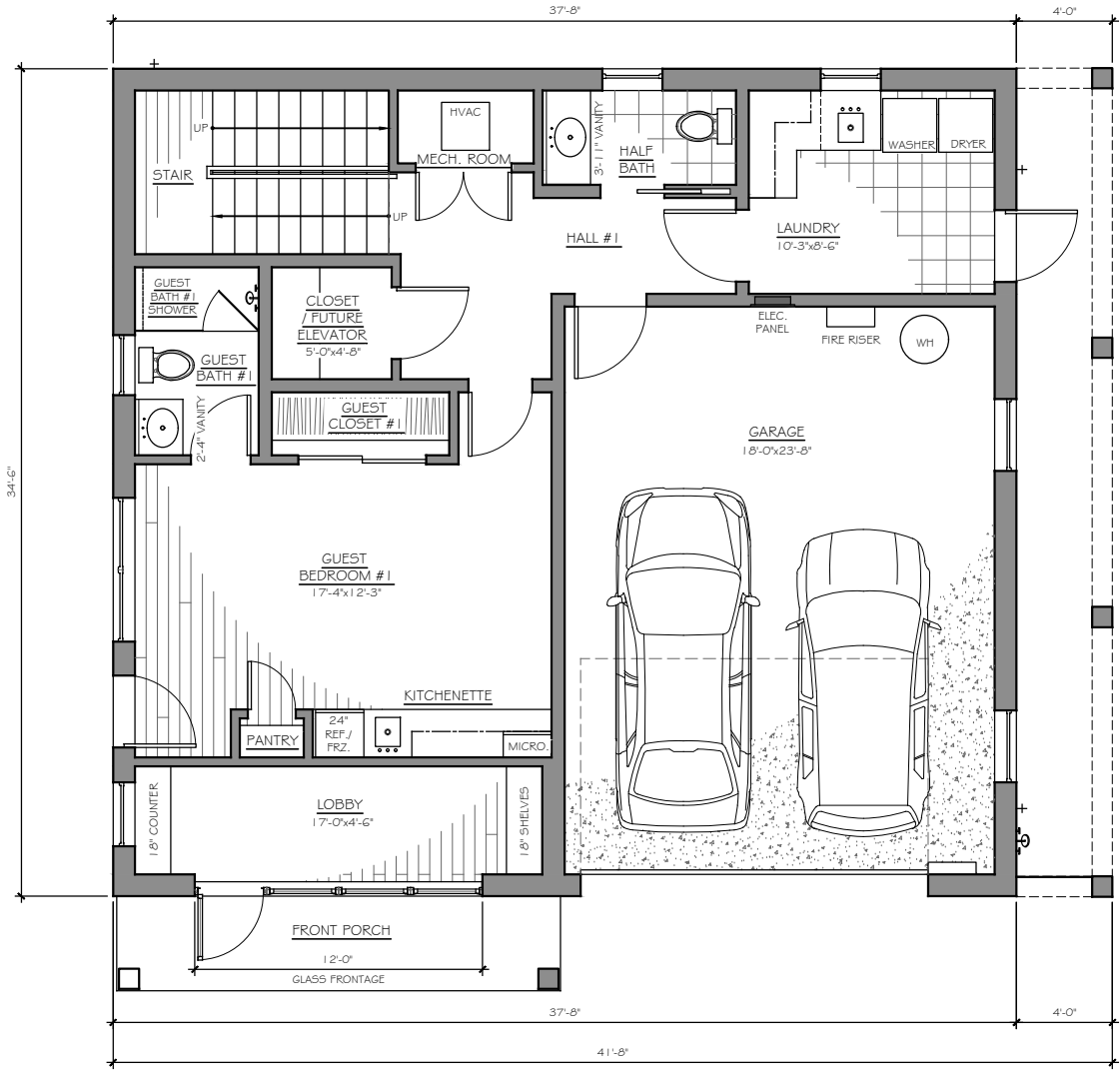
DRIVER BED & BREAKFAST

108 ORANGE STREET
NEPTUNE BEACH, FLORIDA 32266

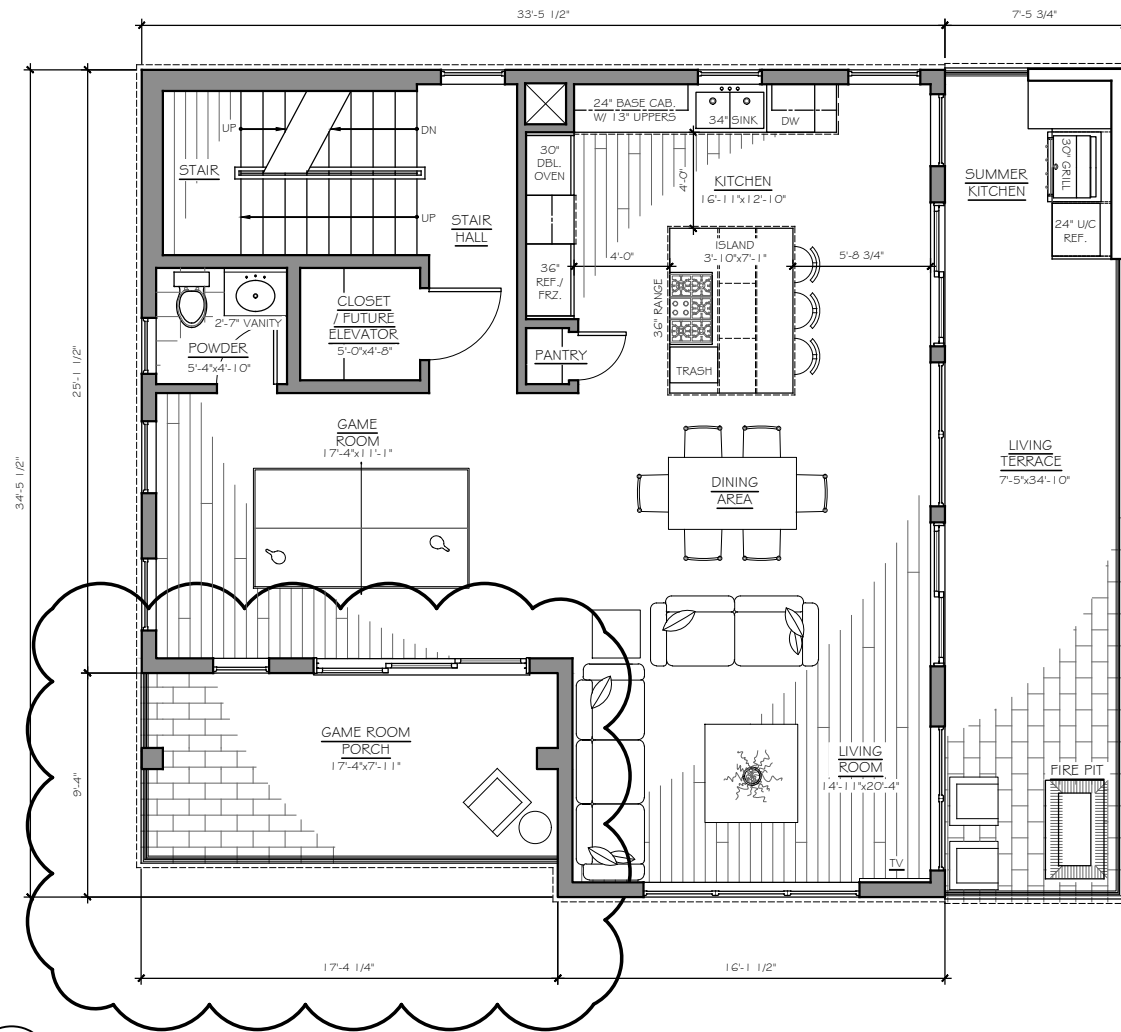
SITE PLAN

REVISED MAY 31ST, 2024
SCALE: 1/06 = 1'-0"

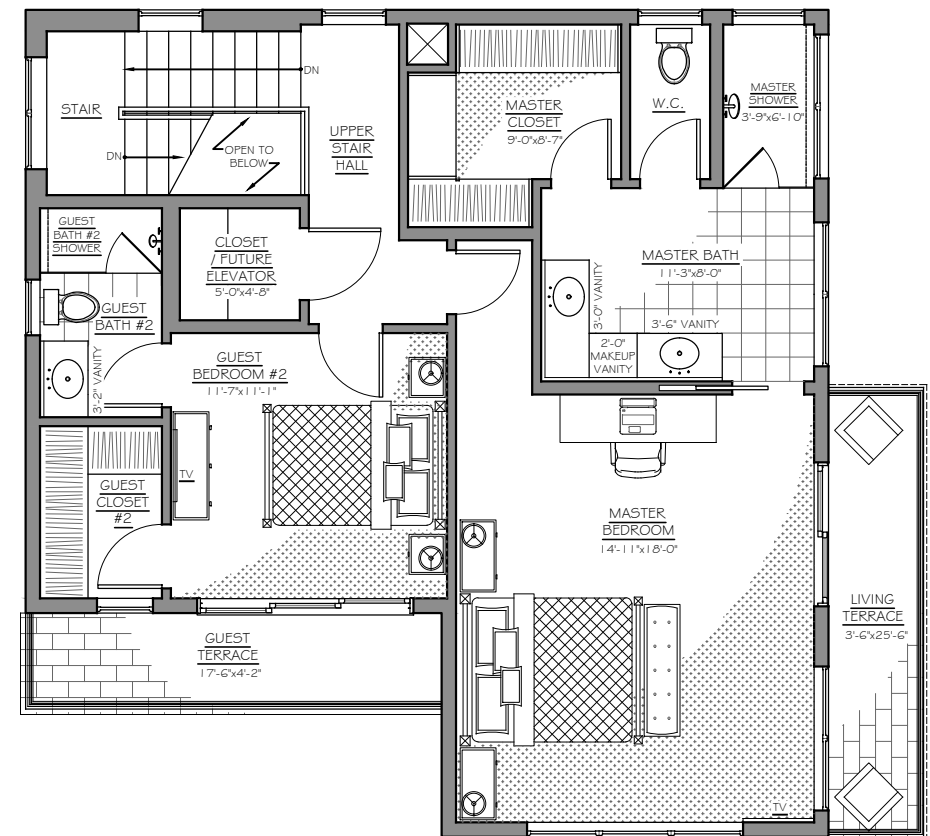
SQUARE FOOTAGE	
SQUARE FOOTAGE:	
1ST FLOOR CONDITIONED	836 SF
1ST FLOOR (UNCONDITIONED):	463 SF
1ST FLOOR PORCHES:	73 SF
2ND FLOOR CONDITIONED:	1,055 SF
2ND FLOOR TERRACES:	319 SF
3RD FLOOR CONDITIONED:	996 SF
3RD FLOOR TERRACES:	224 SF
TOTAL CONDITIONED SF:	
TOTAL UNCONDITIONED SF:	2,887 SF
TOTAL PORCH/TERRACE SF:	463 SF
TOTAL SF:	616 SF
TOTAL SF:	
3,966 SF	



1 1ST FLOOR PLAN
SCALE: 1/8" = 1'-0"



1 2ND FLOOR PLAN
SCALE: 1/8" = 1'-0"



2 3RD FLOOR PLAN
SCALE: 1/8" = 1'-0"

DRIVER BED & BREAKFAST

108 ORANGE STREET
NEPTUNE BEACH, FLORIDA 32266

2ND & 3RD FLOOR PLANS

REVISED MAY 8TH, 2024
SCALE: 1/8" = 1'-0"









APPLICATION FOR DEVELOPMENT PLAN REVIEW

CITY OF NEPTUNE BEACH PLANNING AND DEVELOPMENT DEPARTMENT
116 FIRST STREET
NEPTUNE BEACH, FLORIDA 32266-6140
PH: 270-2400 Ext 34 CDD@NBFL.US

Application Fee: **\$400**

Date Filed: 4/10/24

Name and address of the applicant requesting development review: (Note: if the applicant is other than all the legal owners of the property, notarized written consent signed by all the legal owners of the property shall be attached. In the case of corporate ownership, the authorized signature shall be accompanied by a notation of the signer's office in the corporation, and the embossed with the corporate seal). The undersigned hereby applies for a development review as follows:

Name & Address of Property Owner:	Telephone: <u>904.502.8775</u>
<u>DOUGLAS L. DRIVER</u>	E-Mail: <u>DLDRIVER47@gmail.com</u>
<u>1150 FLORIDA BLVD NEPTUNE BEACH, FL 32206</u>	Real Estate #: <u>172769-0000</u>
Property Address (if different from mailing):	Lot <u>4</u> Block: <u>23</u>
<u>108 ORANGE STREET</u>	Subdivision: <u>03151 NEPTUNE R/P</u>
<u>NEPTUNE BEACH, FL 32206</u>	Zoning District:

Name and Address of Agent/Applicant:	Telephone: <u>904.374.1736</u>
<u>MCANEN BUILDERS, LLC</u>	E-Mail: <u>LWM@MCAUGHBUILDERS.COM</u>
<u>650 PARK ST JACKSONVILLE, FL 32204</u>	

Describe Request being made:
<u>NEW CONSTRUCTION BED AND BREAKFAST.</u>

PLEASE BE ADVISED THE COMMUNITY DEVELOPMENT BOARD CONDUCTS A PUBLIC HEARING TO CONSIDER CERTAIN FACTORS IN ORDER TO MAKE A RECOMMENDATION TO THE CITY COUNCIL FOR APPROVAL OR DISAPPROVAL OF THE DEVELOPMENT PLAN.

[Signature]
Signature of the Owner

State of Florida
County of Duval

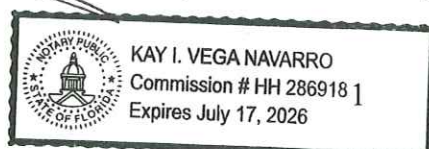
Signed and sworn before me on this 12th day of April, 2024.

By Douglas L. Driver

Identification verified: Personally Known Oath sworn: ☒ Yes ☐ No

[Signature]
Notary Signature

My Commission expires: 7/17/26



OWNER'S AUTHORIZATION FOR AGENT/AFFIDAVIT OF ASSENT

THIS FORM MUST BE FILLED OUT IN THE CASE THAT THE APPLICANT IS NOT THE OWNER OF THE PREMISES UNDER WHICH THE PARTICULAR APPLICATION IS BEING FILED.

LEONARD W. MCAULEY, MCAULEY BUILDERS is hereby authorized TO ACT ON BEHALF OF DOUGLAS DRIVER, the owner(s) of those lands described within the attached application, and as described in the attached deed or other such proof of ownership as may be required, in applying to Neptune Beach, Florida, for an application related to Development Permit or other action pursuant to a:

☐

Rezoning

☐

Special Exception

☐

Replat

☐

Commercial
Development Order

☐

Appeal

☐

Comp. Plan Amendment

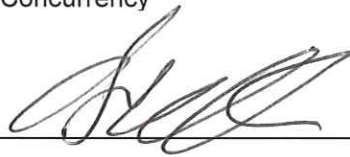
☐

Concurrency

☐

Other/ Champion or
heritage tree removal

BY:



Signature of Owner

Douglas C. Driver III

Print Name

Signature of Owner

Print Name Daytime Telephone Number

State of Florida

County of Duval

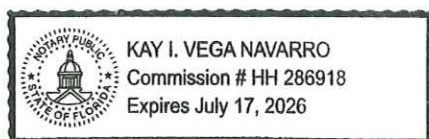
Signed and sworn before me on this 12 day of April, 2024

By Douglas C. Driver III

Identification verified: Personally Known Oath sworn: Yes No

Notary Signature

My Commission expires: 7/17/2026



CHECKLIST FOR DEVELOPMENT PLAN REVIEW

Application Type:

Preliminary Development Plan Commercial Preliminary Development Plan Residential
Development Plan Commercial Development Plan Residential
Champion/Heritage Tree Removal Replat

For the complete list of requirements see Article III in Chapter 27 of the Code of Ordinances.

Commonly required items for preliminary development review.

Material required: (check applicable items)

- ☐ Site Plan
- Floor Plan
- Elevation (four sides)
- Landscape Plan/ Existing Tree Survey
- Surveys (sometimes including Tree and/or Soils)
- Parking Plan (may be included on another plan)
- Impervious Surface Calculations
- Stormwater and drainage plan
- Lighting Plan (exterior only)
- Wetland Buffer
- Signage Plan
- Current Legal Survey
- Utility Plan
- Existing and proposed easements
- Existing and proposed easements

Disclaimer: This helpful guide is not intended to replace any or all of the Unified Land Development Regulations of the City of Neptune Beach, requirements for application and review procedures required for development orders and certain types of permits. The guide is meant to assist in the facilitation of the review process only. For a complete description of requirements, refer to Chapter 27 of the Unified Land Development Regulations.

May 8, 2024

Replat DP 24-04
108 Orange Street
(RE#172769-0000)
Douglas Driver, III

DP24-04: Preliminary Development Plan as outlined in Chapter 27 Article III Division 2 of the Unified Land Development Code of Neptune Beach for Douglas Driver III for the property at 108 Orange St (RE# 172769-0000). The applicant requests a Development Plan approval to permit a bed and breakfast.

I. BACKGROUND: A Preliminary Development Plan application for a Bed and Breakfast has been submitted for 108 Orange St (RE# 172769-0000). The property has a Comprehensive Plan Town Center Land Use designation and is zoned Central Business District (CBD). Bed and breakfast is a permitted use in this district.

In 2015, the Drivers made an application for a Special Exception application for a Single-Family Home for 108 Orange St. The City denied the application and the Drivers sued the City for a petition for writ of certiorari for the City denying their application. This writ of certiorari ordered the lower court (Neptune Beach) to deliver its record in a case so that the higher court (Circuit County of Duval County) may review it.

There were two separate items that were denied and for which the Drivers filed writs of certiorari. One was the Special Exception for the Single-Family Home and one was a variance for setbacks and height. In 2022 the Duval Court agreed that the City had sufficient competent substantial evidence on both to deny it, and the City prevailed (See attached Case No. 16-2022-AP-18 Final Order Denying Petition for Writ of Certiorari).

II. DISCUSSION:

Chapter 27 Article III Administrative and Enforcement Procedures Division 2 Development Review of the Unified Land Development Code of Neptune Beach requires a preliminary and final development plan (development order) approval when "Changing or expanding any use of a site so that the need for off-street parking is increased." *Section 27-76* states that "all development in non-residential districts" requires a development order.

A Preliminary Development Plan application for a 3,507 square foot three story bed and breakfast has been submitted by the property owners for the property located at 108 Orange St. (RE # 172769-0000). The existing lot of record is 50' x 55'. The existing vacant property is located on the northeast corner of Orange St. and Midway St. The property is within the Central Business District (CBD) and is surrounded by CBD zoning on the east, north and west. The properties to the south are zoned RC/R-4. The immediate properties surrounding the vacant lot consist of single family and multi-family properties.



The proposed bed and breakfast has two rental/guest bedrooms and one owner's suite and provides a total of two parking spaces. The ground floor/1st floor consists of an interior parking garage for one parking space and guest bedroom, the 2nd floor consists of living area, lobby and kitchen, and the 3rd floor consists of a guest room and the owner's suite.

Site Plan/Building Plan:

Below is a chart showing development standards for the CDB are and the proposed bed and breakfast:

	Per Code	Proposed
Min. lot area	none	2,750 sq. ft.
Min. lot width	none	50 ft.
Min/Max front yard setback (Orange St.)	0/10 feet	10 feet
Min/Max corner yard setback (Midway)	5/15 feet	11 feet
Min. rear yard setback	5 feet	5 feet
Max. lot coverage	85%	53.7%
Max. building height	35 feet	35 feet
Min. Building frontage buildout	70%	74%

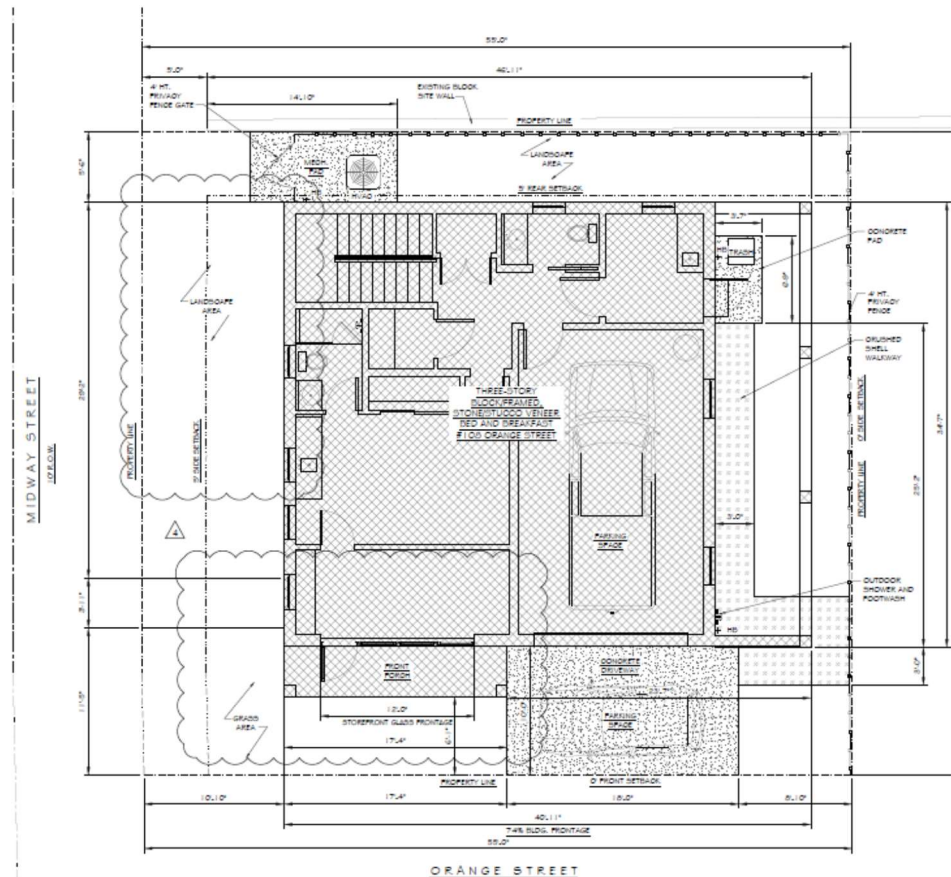


Figure 2: Proposed Site Plan 108 Orange St, Neptune Beach, FL

The building complies with setbacks, lot coverage, height, and frontage buildout requirements in the CBD.

The building complies with the elevation frontage requirements and standards of the CDB.

The building has one primary frontage on Orange St. The Orange St. first-floor frontage included a Lobby door and garage door. The building frontage is a Lobby style and an accessible front entry from the first floor at sidewalk level. The building's first floor façade is 35% transparent. The building's second floor façade is 40% transparent.



*Figure 3: Proposed Frontage Elevation (Southern Elevation facing Orange St)
108 Orange St, Neptune Beach, FL*

Sec. 27-236. – “Frontage requirements and standards” and Sec. 27-246. – “Central Business District (CBD) zoning district – special regulations” require all building frontages in the CBD to be either Storefront or Lobby with 30%-70% façade transparency. Storefronts and Lobby’s shall be accessible from the sidewalk level.

Section 27-246 (b) and (c) state:

(b) Commercial building frontage standards. New commercial development shall comply with the required frontage types and associated standards detailed in Section 27-236

(c) Commercial building design standards.

(1) Storefront design. The storefront is a frontage type along sidewalk level of the ground story, typically associated with commercial uses. Storefronts are required for the ground floor of all buildings located on streets designated with Required Retail Frontage and may be incorporated on any building in the Central Business District (CBD), Neighborhood Center Overlay (NC), and C1 districts. Storefronts are frequently shaded by awnings. Storefronts shall be directly accessible from sidewalks;

(2) Entrances and Access. All new buildings should have the main entrance oriented to and in full view from a street or public open space. Main entrances shall have design details that enhance the appearance and prominence of the entrance so that it is recognizable from the street and parking areas. Building on corner lots shall use design elements that emphasize the importance of both streets.

(3) Transparency. All building facades which face onto a street or public open space, shall meet the following minimum transparency requirements:

a. Buildings with Shopfronts (Figure 27-246-3)

i. Minimum building façade transparency for ground story: 70% and should allow a view of at least 5’ of interior space

ii. Minimum building façade transparency for upper stories: 40%

b. Building without Shopfronts (Figure 27-246-4)

i. Minimum building façade transparency for ground story: 30%

ii Minimum building façade transparency for upper stories: 25%

Driveway/Parking:

The site is served by a total of two parking spaces, one parallel space and one garage space. Per the parking requirements in 27-540-1 the development is required to have one parking space per guest room and two parking spaces for the owner/operator for a total of four spaces.

Per, 27-540 (c) the CBD is given a 50% reduction in parking however; therefore the development requires two parking spaces. The site layout parking access configuration complies with driveway standards and maximum driveway apron width.

III. D24-04 FINDINGS:

Sec. 27-82. - Procedures for applying for and issuing preliminary and final development orders states the community development board shall conduct a quasi-judicial public hearing and shall consider the following factors when issuing a development order:

1. Characteristics of the site and surrounding area, including important natural and manmade features, the size and accessibility of the site, and surrounding land uses.

Staff Response: The use is consistent with the surrounding zoning and uses. The site is surrounded by majority residential uses, as well as commercial uses along First St.

2. Whether the concurrency requirements of article VI of this Code could be met if the development were built.

Staff Response:

Traffic: The proposed redevelopment will NOT generate more than 50 pm peak trips; therefore a traffic study is not required.

Water/Sewer: This project area will require water and sewer extensions (See attached Public Works Comments)

School: Not applicable

Drainage: Site may require stormwater permitting from Saint John's Water Management District (See attached Public Works Comments).

3. The nature of the proposed development, including land use types and densities; the placement of proposed buildings and other improvements on the site; the location, type and method of maintenance of open space and public use areas; the preservation of natural features; proposed parking areas; internal traffic circulation system, including trails; the approximate total ground coverage of paved areas and structures; and types of water and sewage treatment systems.

Staff Response: The Bed and Breakfast use is permitted by right, the development plan complies with minimum development requirements, driveway access, frontage treatment requirements.

The site will require additional utility planning (See attached Public Works Comments).

4. Conformity of the proposed development with the comprehensive plan, this Code, and other applicable regulations.

Staff Response: The Bed and Breakfast use is permitted by right, the development plan complies with minimum development requirements, driveway access, frontage treatment requirements.
The site will require additional utility planning (See attached Public Works Comments).

5. Applicable regulations, review procedures, and submission requirements.

Staff Response: The Bed and Breakfast use is permitted by right, the development plan complies with minimum development requirements, driveway access, frontage treatment requirements.
The site will require additional utility planning (See attached Public Works Comments).

See attached Fire review comments.

6. Concerns and desires of surrounding landowners and other persons.

Staff Response: A sign was posted on the property according to requirements. Staff has received comments from the public.

7. Other applicable factors and criteria prescribed by the comprehensive plan, this Code, or other law.

Staff Response: The site will require additional utility planning, See attached Public Works Comments See attached Fire review Comments

IV. STAFF RECOMMENDATION

Staff recommends approval of the currently proposed application for DP24-04 Preliminary Development Plan for the property at 108 Orange St (RE# 172769-0000) to permit a bed and breakfast (as presented).

See attached Planning and Zoning Comments
See attached Public Works Comments
See attached Fire Comments

The applicant provided a preliminary response to staff comments on May 3, 2024 and provided an updated revised site plan (see attached). The applicant responded to all Planning and Zoning comments on May 8, 2024 and provide a revised site plan, floor plan, and elevations. The revised proposed Preliminary Development Plan as updated on May 8, 2024 complies with all planning and zoning development standards.

The developer shall submit a Final Development Plan that complies with staff conditions for review by the City Council. The Final Development Plan shall be consistent with the Preliminary Development Plan and staff comments and shall contain no land uses different than those approved in the Preliminary Development Plan.

V. RECOMMENDED MOTION:

- a. I recommend approval of DP24-04
- OR
- b. I recommend denial of DP24-04

Mr. Douglas Driver, III, 1150 Penman Road and owner of the property addressed the board. His family purchased the property in 1989. There was an existing duplex on the property that was demolished in 2007.

The property is being used for parking and dumping site by the neighbors and beach goers. Would like to build a bed and breakfast. Will generate revenue and increase property values for the neighbors. Legally allowed to build a bed and breakfast on the property.

Questions for Staff and applicant:

Ms. Atayan: The fire review had one question about tight turning since the curb has been removed.

Mr. Moran: How many B & B do we have? None

Mr. Hilton: There was originally 3 parking spaces. Where will the other guest park? Mr. Driver stated that they were only required to provide two. One will be in the garage and the other one in front of it. The extra parking space had to be removed, because of the allowable driveway width.

Mr. Hilton: Why is there no kitchenette in guest room number 2? We deemed that it was not necessary and removed it.

Is there a roof top deck planned? No, roof top deck.

Guest #1 will enter through the lobby and guest #2 will enter through the laundry area or garage. Mr. Driver stated that guest #1 will be the primary guest room. Mr. Kevin Solman, architect, the lobby is access to the first floor and the second guest room and owner's suite will be accessed by the side door through the laundry.

Public Comments

Chairperson Schwartzenberger opened the floor for public comments.

Henny Schoonover, 214 Oceanfront, opposes the application. Passed a drawing on how this property will compare in height to the surrounding buildings. Opposes the 35-foot-tall Bed and Breakfast beside my house and in my neighborhood. This proposed building will replace a 1268 square foot two-story house that once stood on that lot. The land development code includes Bed and Breakfasts as one of numerous "permitted uses" in the CBD along with Hotels, Motels, interior service restaurants, carry-out and delivery restaurants, government uses, utilities, public park, recreation, amusement, and entertainment, including billiard and pool halls and the list goes on. None of these permitted uses are compatible within the residential section of the CBD. Our established neighborhood is made up of single and two-family homes that are two-story, none being taller than 28 feet. The proposed building of 35-feet will stand and full story above all the other houses around it. It just does not fit.

According to Section 27-222 of the ULDC-Purpose and Intent of zoning district "this zoning article must impose certain appropriate restrictions on the use of land within the city limits of Neptune Beach to ensure that future development is in keeping with the existing development."

Regarding neighborhood design: The proposal as it stands now is not in scale or character with the neighborhood.

Regarding scale, mass and bulk: The ratio of square footage to land of this building is 1:1.94 while existing homes in this neighborhood have a ratio anywhere from 1:1.8 to 1:4.14, further illustrating the fact that this proposed building is out of proportion and density with surrounding buildings.

Regarding privacy. The proposed height of 35 feet is not sensitive to the surrounding neighbors.

Allow this proposal to go forward will set a bad precedent for our neighborhood and the City of Neptune Beach. Regardless of zoning designation, the extra traffic created and parking hassles with a B&B is not fitting with our neighborhood ambience. Please listen to the concerns of the people living in this neighborhood. The City of Neptune Beach's own ULDC will not permit this land usage as proposed.

George Schoonover, 214 Oceanfront, opposes the applicant's request to build a B&B at 108 Orange Street. As outlined in Florida Statutes, the Community Development Board shall consider the following factors: The nature of the proposed development, including land use types and densities; proposed parking areas, "and the concerns and desires of surrounding landowners and other persons".

The following stated goals and objectives are taken directly from NB's codes. Purposes and Intent of Zoning districts. The design goals for new construction are; to preserve the natural beauty of NB and protect the residential character of the effects of inharmonious and out of scale developments in order to maintain and improve property values.

Site improvement should be compatible with structures existing on neighboring parcels and should be sensitive to their design and property rights. Designs which conflict with the use and enjoyment of any property should be avoided. Buildings should be designed in scale with the neighborhood and should complement the character of the neighborhood, rather than conflict with it.

Buildings should not present excess visual mass or build to public view or to adjoining properties. Large box-like buildings can appear massive. When viewed from the public right of way, excessive mass detracts from the character of NB's individual neighborhoods. When viewed from adjoining properties, excess mass can effectively act as a wall that dominates neighboring structures and interferes with the enjoyment of open space and the free passage of light and air.

Design should respect views enjoyed by neighboring parcels. It is the intent of this objective to balance the private rights to views from all parcels that will be affected by a proposed build or addition. No single parcel should enjoy a greater right than other parcels except for the natural advantages of each site's topography. Building which substantially eliminates an existing view enjoyed on another parcel should be avoided. A 35-foot-high flat wall certainly qualifies for that characterization.

Another consideration for a bed and breakfast on this parcel is the lack of surrounding infrastructure. The parcel is on Midway, a narrow one-way street to Lemon. There is no sidewalk or curb. There is one dim streetlight at the corner of Orange and Midway as well as confusing street signage. It would be harrowing for a driver or pedestrian to navigate these handicaps without prior knowledge. For these reasons, I oppose the application.

Dreanna Bane, 600 Second St, read a letter from Ronald and Diane Wingate of 700 Oceanfront: "Dear Neptune Beach Community Development Board, We are writing this letter in hopes that this committee will vote against the application to establish the Driver Inn at 108 Orange Street in Neptune Beach, FL. There is absolutely no parking for a business on that small section of Orange Street. Also, most people that live at the beach have many visitors because we live at a safe beach. This warm weather has already brought many people. We live at the end of Cedar Street (public access) and have never seen so many headed to the beach that we have we have never seen before. Sincerely Yours, Ronald and Diane Wingate.

Judy Williams, formerly owned 98 Orange St, it is crowded and asked the board to look at the plans closely.

Shellie Thole, 310 Oleander St., this is not the same packet that has been changed since it was originally sent out. How do you make a decision, if you have not had a change to look over it?

Ray Lin, 310 First St, I don't see how it will improve property values. It will diminish. It will not look like the old houses.

Heather Peters, 93 Orange St, lives across the street and as the owner stated, they can not control the parking as it is now. How are they going to control it in the future. How does a business become successful with only two parking spaces? Are we saying it's a business when its not? Does not want to see this happen. What is the logic behind the two parking spaces?

Dr. Juan Leoni, 111 Orange St, owns property diagonally from 108. Would like to have something to be built there. People are using the lot to hang out. The owners should use the lot to be neighborly and friendly.

Mr. Driver stated that he understands their concerns, and that the last two speaks made a point with the property being vacant and being used for drugs. This is why we want to build a house here and use it as a bed and breakfast. As for the reason why there is not a kitchenette on the third floor. There is a kitchen on the second floor with access to that room. In addition, we are primarily looking to just rent out the first floor bedroom, so two parking spots should be ample space for that.

I hear a lot of feelings from people say that don't like it, if they don't like it, then they should work towards changing the law. We are trying to meet all the rules and regulations. Putting all of his life savings into this house/bed and breakfast, whatever you want to call it. There will be security cameras, looking at building a gate in the future.

There being no comments, the public hearing was closed.

Board Discussion:

Ms. Bylund: This is not a replat and we do have factors to be considered. #1 Characteristics of the site and surrounding area, including important natural and manmade features, the size and accessibility of the site, and surrounding land uses- this is zoned commercial and but people came in and built in this area. The land use is residential even though it is zoned commercial. Parking is a huge consideration. It is not realistic to have two parking spaces. There is the people living there, the people staying there, possibly people working there and people visiting the guests. The math do not add up at all. Has a problem will be contributing to the parking problem. Someone wants to have a 35-foot house that is out of keeping with all the other houses around it. Wonderful if there is something they could do differently. Especially the park.

Ms. Atayan: We look at the intensity of the businesses, it is too high of an intensity for this area. We may need to revisit the zoning district and redefine the uses. The height and size of it is out of nature of the surrounding area.

Mr. Raiti: The size and bulk of the building is not in keeping of the neighboring properties.

Mr. Schwartzenberger: Boarders Seahorse, Lemon Bar and we will see changes coming in the futures. There is a permitted use, it would be a lovely area for someone to stay. A single-family is what everyone want, but a single-family house is not allowed by right.

Mr. Hilton: If someone were to come before the board to build a single-family dwelling on the property, what would the height be? Ms. Whitmore stated it would have to comply with the RC overlay requirements and the height of 28 feet.

Mr. Raiti: The mass of the building weighs on him. You don't have to overshadow the neighborhood.

Mr. Driver was given the floor again. He stated the intent is to rent this out and the intent is not to just have a house. As for the parking, there was 3 spaces originally planned but was told that he could not have more than an 18-foot wide driveway. Would be happy to reinstate that parking space. The goal is to have one couple come and stay at the B&B routinely as a vacation style rental. Does not want twenty-five plus people visiting the house. I will be living there, I don't want to see 25 people myself. In fact I would prefer not to see them at all. They will come in and out a separate entrance. That is the intent, just wanted to make that know.

Mr. Boran asked Mr. Driver: Who is the owner/operator? Mr. Driver stated that he would be the owner/operate but that he did not want to have undue interaction with the guest. They will have their own entrance for the first floor. They will have a bedroom and I will feed them, but not hanging out with them.

Ms. Atayan: You stated that you wanted limited contact with the guest on the first floor and you also have a guest room on the same floor as your bedroom. You will have direct contact with that guest and sharing facilities with them. Is a B&B guest or a family member? Mr. Driver stated it is just another room in the house and does not see if it is rented or not that it is relative.

Mr. Boran: So, your B&B is a one single bedroom with a kitchenette. Yes, I have a full time job and maybe in the future I will rent the other guest room.

Mr. Hilton: I'm confused. In my experience with Bed and Breakfasts, you typically go to someone's home, they have multiple bed and bathrooms, and they service you several meals and they interact with their guest. I don't normally go to B&B's because I am not comfortable with this. I'm confused about the model.

Becky Driver, the owner, stated that her son plans to come in and service the breakfast and that he plans to live there.

Ms. Atayan: There is a guest room on the third floor where he plans to live. For the transient guest, there will only one bedroom for guest? Yes.

Ms. Bylund: This seems to be not as what it has been presented and the parking. This a reason I would use to reject, and I believe it is a legal reason and would pass mustard.

Mr. Boran: Parking cannot accommodate the people coming in.

Mr. Raiti: The natural man-made features are not in coordinate with the design. The parking does comply with the 50% reduction.

Made by Bylund, seconded by Hilton.

MOTION: MOVE TO RECOMMEND DENIAL DP24-04 TO THE CITY COUNCIL.

Roll Call Vote:

Ayes: 6-Bylund, Raiti, Atayan, Boran, Hilton, Schwarzenberger

Noes: 0

MOTION APPROVED.

The applicants were informed that the City Council makes the final decision and the applicant should attend the meeting on June 3, 2024 at 6:00 pm.

The board discussed the need for a definition of "Historically Significate" before presenting anything to City Council.

Mr. Raiti asked about the non-conforming section of the code. In particular, you can not "enlarge or reduce" of a non-conforming.

Mr. Roth stated: Conforming is the only part that cannot be changed. The section only applies if it was built correctly but then the code changes after the fact. This second of the code is very poorly written and should be reviewed.

May 8, 2024

The non-conforming is very muddy and the board needs to look at it in the future.

Zack Roth, City Attorney, informed the board that he has given his resignation and will be leaving once a replacement has been found.

Greg Schwarzenberger, Chairperson

ATTEST:

Piper Turner, Board Secretary



**Special Meeting
Agenda Item #5A
Police Retiree COLA**

**CITY OF NEPTUNE BEACH
CITY COUNCIL MEETING
STAFF REPORT**

AGENDA ITEM:	Special Meeting Agenda Item 5A-Ord. No. 2024-04, Police Retiree COLA Increase
SUBMITTED BY:	Police Officers' Retirement Fund Board
DATE:	August 14, 2024
BACKGROUND:	The PORF Board is proposing an annual cost of living adjustment for retiree members. The breakdown can be found on the proposed ordinance. This has been discussed at PORF Board quarterly meetings and at the July 15, 2024, Council Workshop.
RECOMMENDATION:	Consider Ordinance No. 2024-04 at First Read
ATTACHMENT:	Ordinance No. 2024-04 Actuarial Impact Statement

INTRODUCED BY:

ORDINANCE NO.2024-04

MAYOR BROWN

A BILL TO BE ENTITLED

AN ORDINANCE OF THE CITY OF NEPTUNE BEACH, FLORIDA, AMENDING CHAPTER 2, ADMINISTRATION, ARTICLE V, EMPLOYEE BENEFITS, DIVISION 4, POLICE OFFICERS' RETIREMENT SYSTEM OF THE CITY OF NEPTUNE BEACH, SECTION 2-349, CONTRIBUTIONS, AND SECTION 2-349.1, BENEFIT AMOUNTS AND ELIGIBILITY, TO PROVIDE FOR AN INCREASE IN THE THE MEMBER CONTRIBUTION RATE; TO PROVIDE FOR AN ANNUAL BENEFIT INCREASE FOR MEMBERS WHO RETIRED ON OR AFTER OCTOBER 1, 2020; TO PROVIDE FOR A ONE-TIME BENEFIT INCREASE IN RETROACTIVE BENEFITS FOR RETIREES AND BENEFICIARIES WHO RETIRED BEFORE OCTOBER 1, 2020; TO MAKE OCTOBER 1 THE EFFECTIVE DATE OF ANY COST OF LIVING ADJUSTMENTS; DIRECTING THE CITY CLERK TO FILE A COPY OF THIS ORDINANCE WITH THE FLORIDA DEPARTMENT OF MANAGEMENT SERVICES, DIVISION OF RETIREMENT; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of Trustees of the City of Neptune Beach Police Officers' Retirement System ("Retirement System") desires to provide an annual cost of living adjustment benefit for all Members who retire on or after October 1, 2020 under Normal, Early, Disability, and Pre-Retirement Death; and

WHEREAS, the Board of Trustees of the City of Neptune Beach Police Officers' Retirement System desires to provide a one-time cost of living adjustment benefit for all Retirees, Disability Retirees, and Beneficiaries who retired on or before October 1, 2020 based on their respective Credited Service periods; and

WHEREAS, the Board of Trustees of the City of Neptune Beach Police Officers' Retirement System desires to make the effective date of any cost of living adjustments October 1; and

WHEREAS, an amendment to the City code is necessary to permit such new

conditions; and

WHEREAS, the Board of Trustees of the City of Neptune Beach Police Officers' Retirement System have requested and approved such an amendment as being in the best interest of the participants and beneficiaries as well as serving to improve the administration of the Retirement System; and

WHEREAS, the City Council has received and reviewed an actuarial impact statement related to this change and attached as such; and

WHEREAS, the City Council deems it to be in the public interest to provide this change to the Retirement System for its police officers; and

WHEREAS, the City Council of the City of Neptune Beach, Florida has determined that it is necessary to amend the following

NOW, THEREFORE, be it ordained by the City Council of the City of Neptune Beach, Florida that:

SECTION 1. That Chapter 2, Administration, Article V, Employee Benefits, Division 4, Police Officers' Retirement System, of the Code of Ordinances of the City of Neptune Beach is hereby amended by amending Section 2-349, Contributions, subparagraph (a), *Member contributions*, by adding the following underlined language and deleting the stricken through language as follows:

Sec. 2-349. - Contributions.

(a) *Member contributions.*

- (1) Amount. Effective October 1, 2024, each member of the system shall be required to make regular contributions to the fund in the amount of ~~eight (8)~~ nine (9%) percent of ~~their~~his salary. Member contributions withheld by the city on behalf of the member shall be deposited with the board immediately after each pay period. The contributions made by each member to the fund shall be designated as employer contributions pursuant to section 414(h) of the Code. Such designation is contingent upon the contributions being excluded from the members' gross income for federal income

tax purposes. For all other purposes of the system, such contributions shall be considered to be member contributions.

* * * * *

SECTION 2. That Chapter 2, Administration, Article V, Employee Benefits, Division 4, Police Officers' Retirement System, of the Code of Ordinances of the City of Neptune Beach is hereby amended by amending Section 2-349.1, Benefit amounts and eligibility, subparagraph (e), *Cost-of-living adjustment*, by adding the following underlined language and deleting the stricken through language as follows:

Sec. 2-349.1. - Benefit amounts and eligibility.

* * * * *

(e) *Cost-of-living adjustment.*

~~Effective retroactively to January 1, 1998, the monthly benefit being received by every retiree, including disability retirees, joint pensioners and beneficiaries who began receiving monthly benefits before January 1, 1998, shall be increased by three (3) percent.~~

(1) Effective October 1, 2024, provide an annual automatic cost-of-living adjustment (COLA) for all who retired on and after October 1, 2020 under Normal, Early, Disability, and Pre-Retirement Death, according to the schedule below:

<u>Effective Date</u>	<u>COLA Rate</u>
<u>10/1/2024</u>	<u>1.00%</u>
<u>10/1/2025</u>	<u>1.25%</u>
<u>10/1/2026</u>	<u>1.50%</u>
<u>10/1/2027</u>	<u>1.75%</u>
<u>10/1/2028</u>	<u>2.00%</u>
<u>10/1/2029</u>	<u>2.25%</u>
<u>10/1/2030</u>	<u>2.50%</u>
<u>10/1/2031</u>	<u>2.75%</u>
<u>10/1/2032 +</u>	<u>3.00%</u>

(2) Effective October 1, 2024, all Retirees, Disability Retirees, and Beneficiaries, who retired prior to October 1, 2020, shall receive a one-time increase of two (2%) percent to their

monthly benefits for each full year of retirement as of that date,
with a maximum increase of ten (10%) percent.

(3) Effective October 1, 2024, an increase in the Member
Contribution Rate from 8.00% to 9.00%.

* * * * *

SECTION 3: Specific authority is hereby granted to codify and incorporate this Ordinance in the existing Code of Ordinances of the City of Neptune Beach.

SECTION 4: All Ordinances or parts of Ordinances in conflict herewith be and the same are hereby repealed.

SECTION 5: If any section, subsection, sentence, clause, phrase of this ordinance, or the particular application thereof shall be held invalid by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby.

SECTION 6: That this Ordinance shall become effective immediately upon its passage and adoption by the City Council.

VOTE RESULTS OF FIRST READING:

Mayor Elaine Brown
Vice Mayor Kerry Chin
Councilor Lauren Key
Councilor Josh Messinger
Councilor Nia Livingston

Passed on First Reading this _____ day of _____, 2024.

VOTE RESULTS OF SECOND AND FINAL READING:

Mayor Elaine Brown
Vice Mayor Kerry Chin
Councilor Lauren Key
Councilor Josh Messinger
Councilor Nia Livingston

Passed on Second and Final Reading this ____ day of _____, 2024.

MAYOR

ATTEST:

Catherine Ponson
CITY CLERK

Approved as to form and correctness:

CITY ATTORNEY

August 12, 2024

Board of Trustees
City of Neptune Beach
Police Officers' Pension Board

Re: City of Neptune Beach Police Officers' Retirement System

Dear Board:

Enclosed is the following material, which has been prepared in support of the proposed changes to the Fund:

1. Three (3) copies of the required Actuarial Impact Statement, which outlines the costs associated with implementing the changes.
2. Draft of transmittal letters to the Bureau of Local Retirement Systems and the Bureau of Police Officers' and Firefighters' Retirement Trust Funds.

It will be necessary for the Chairman to sign each copy of the Actuarial Impact Statement as the Plan Administrator and forward the Impact Statement, along with a copy of the proposed Ordinance, to the two Bureaus prior to final reading.

If you have any questions concerning the enclosed material, please let us know.

Sincerely,



Douglas H. Lozen, EA, MAAA

Cc via email: Pedro Herrera, Plan Attorney

Enclosure

Mr. Steve Bardin
Police Officers' and Firefighters' Retirement Trust Funds
Department of Management Services, Division of Retirement
3189 S. Blair Stone Rd.
Tallahassee, FL 32301

Re: Actuarial Impact Statement

Dear Mr. Bardin:

The City of Neptune Beach is considering the implementation of amended retirement benefits for its Police Officers. The changes are described in the enclosed material.

Pursuant to the provisions of Chapter 185, we are enclosing the required Actuarial Impact Statement along with a copy of the proposed Ordinance for your review.

If you have any questions or if additional information is needed, please contact us.

Sincerely,

Mr. Keith Brinkman
Bureau of Local Retirement Systems
Division of Retirement
3189 S. Blair Stone Rd.
Tallahassee, FL 32301

Re: Actuarial Impact Statement

Dear Mr. Brinkman:

The City of Neptune Beach is considering the implementation of amended retirement benefits for its Police Officers. The changes are described in the enclosed material.

Pursuant to Section 22d-1.04 of the Agency Rules, we are enclosing the required Actuarial Impact Statement (AIS) and a copy of the proposed Ordinance for your review.

If you have any questions or if additional information is needed, please contact us.

Sincerely,

CITY OF NEPTUNE BEACH
POLICE OFFICERS' RETIREMENT SYSTEM

ACTUARIAL IMPACT STATEMENT

August 12, 2024

Attached hereto is a comparison of the impact on the Minimum Required Contribution (per Chapter 112, Florida Statutes) and the Required City Contribution, resulting from the implementation of the following changes:

- a. *Effective October 1, 2024, provide an annual automatic cost-of-living adjustment (COLA) for all who retired on and after October 1, 2020 under Normal, Early, Disability, and Pre-Retirement Death, according to the schedule below:*

<u>Effective Date</u>	<u>COLA Rate</u>
10/1/2024	1.00%
10/1/2025	1.25%
10/1/2026	1.50%
10/1/2027	1.75%
10/1/2028	2.00%
10/1/2029	2.25%
10/1/2030	2.50%
10/1/2031	2.75%
10/1/2032 +	3.00%

- b. *Effective October 1, 2024, all Retirees, Disability Retirees, and Beneficiaries who retired before October 1, 2020 will receive a one-time increase of 2% for each full year of retirement as of that date, up to a 10% maximum increase.*
- c. *Effective October 1, 2024, an increase in the Member Contribution Rate from 8.00% to 9.00%.*

The cost impact, determined as of October 1, 2023, applicable to the fiscal year ending September 30, 2025, is as follows:

	<u>Proposed</u>	<u>Current</u>
Minimum Required Contribution % of Projected Annual Payroll	54.35%	36.22%
Member Contributions (Est.) % of Projected Annual Payroll	9.00%	8.00%
City And State Required Contribution % of Projected Annual Payroll	45.35%	28.22%
State Contribution (Est.) ¹ % of Projected Annual Payroll	\$64,728 3.15%	\$64,728 3.15%
City Required Contribution ² % of Projected Annual Payroll	42.20%	25.07%

¹ Amount shown is based on Chapter 185 Premium Tax Revenue collected during Calendar Year 2023. Based on the "Default" provisions of Chapter 2015-39, Laws of Florida, the City may use Chapter 185 monies up to the amount received for Calendar Year 2012. Premium Tax Revenue in excess of the amount received for Calendar 2012 (\$48,395.90) is split 50/50 between the Membership Share Plan and City funding credit.

² Please note that the City has access to a prepaid contribution of \$735,026.60. This is available at the City's discretion to assist with future plan funding.

CITY OF NEPTUNE BEACH
POLICE OFFICERS' RETIREMENT SYSTEM

ACTUARIAL IMPACT STATEMENT

August 9, 2024

Unless otherwise noted, all data, assumptions, methods and plan provisions are the same as in the October 1, 2023 actuarial valuation report. It should be noted that changes to retirement benefits could potentially affect participants' retirement or termination behavior. We will monitor and advise of any recommended changes with future experience studies.

Future actuarial measurements may differ significantly from the current measurements presented in this report for a variety of reasons including: changes in applicable laws, changes in plan provisions, changes in assumptions, or plan experience differing from expectations. Due to the limited scope of the analysis, we did not perform an analysis of the potential range of such future measurements.

Please note that contents of this analysis and the October 1, 2023 actuarial valuation report are considered an integral part of the actuarial opinions. In reviewing the results presented in this study, it should be noted that there are risks that may not be inherently apparent to the reader that should be carefully considered. For key risks, please see the Discussion of Risk section of the October 1, 2023 actuarial valuation report.

In performing the analysis, we used third-party software to model (calculate) the underlying liabilities and costs. These results are reviewed in the aggregate and for individual sample lives. The output from the software is either used directly or input into internally developed models to generate the costs. All internally developed models are reviewed as part of the process. As a result of this review, we believe that the models have produced reasonable results. We do not believe there are any material inconsistencies among assumptions or unreasonable output produced due to the aggregation of assumptions.

The changes presented herein are in compliance with Part VII, Chapter 112, Florida Statutes and Section 14, Article X of the State Constitution. The undersigned is familiar with the immediate and long-term aspects of pension valuations and meets the Qualification Standards of the American Academy of Actuaries necessary to render the opinions contained herein.



Douglas H. Lozen, EA, MAAA
Enrolled Actuary #23-7778

STATEMENT OF PLAN ADMINISTRATOR

The prepared information presented herein reflects the estimated impact of the proposed Ordinance.

Chairman, Board of Trustees

COMPARATIVE SUMMARY OF PRINCIPAL VALUATION RESULTS

	New Benefits <u>10/1/2023</u>	Old Benefits <u>10/1/2023</u>
A. Participant Data		
Actives	20	20
Service Retirees	16	16
DROP Retirees	0	0
Beneficiaries	1	1
Disability Retirees	1	1
Terminated Vested	<u>8</u>	<u>8</u>
Total	46	46
Projected Annual Payroll	2,055,064	2,055,064
Annual Rate of Payments to:		
Service Retirees	693,616	693,616
DROP Retirees	0	0
Beneficiaries	14,391	14,391
Disability Retirees	16,599	16,599
Terminated Vested	38,545	38,545
B. Assets		
Actuarial Value (AVA) ¹	10,943,367	10,943,367
Market Value (MVA) ¹	10,179,452	10,179,452
C. Liabilities		
Present Value of Benefits		
Actives		
Retirement Benefits	9,559,974	7,033,637
Disability Benefits	126,029	97,012
Death Benefits	41,402	37,189
Vested Benefits	340,239	340,238
Refund of Contributions	141,135	136,934
Service Retirees	8,144,098	7,490,266
DROP Retirees ¹	0	0
Beneficiaries	213,387	167,426
Disability Retirees	115,161	106,119
Terminated Vested	437,162	437,162
Share Plan Balances ¹	<u>168,265</u>	<u>168,265</u>
Total	19,286,852	16,014,248

C. Liabilities - (Continued)	New Benefits <u>10/1/2023</u>	Old Benefits <u>10/1/2023</u>
Present Value of Future Salaries	16,190,613	16,190,613
Present Value of Future Member Contributions	1,457,155	1,295,249
Normal Cost (Retirement)	382,063	281,931
Normal Cost (Disability)	9,034	7,322
Normal Cost (Death)	2,136	1,946
Normal Cost (Vesting)	18,462	18,462
Normal Cost (Refunds)	<u>25,133</u>	<u>24,704</u>
Total Normal Cost	436,828	334,365
Present Value of Future Normal Costs	3,325,351	2,487,717
Accrued Liability (Retirement)	6,546,585	4,840,177
Accrued Liability (Disability)	65,537	49,912
Accrued Liability (Death)	24,802	22,301
Accrued Liability (Vesting)	195,477	195,477
Accrued Liability (Refunds)	51,027	49,426
Accrued Liability (Inactives) ¹	8,909,808	8,200,973
Share Plan Balances ¹	<u>168,265</u>	<u>168,265</u>
Total Actuarial Accrued Liability (EAN AL)	15,961,501	13,526,531
Unfunded Actuarial Accrued Liability (UAAL)	5,018,134	2,583,164
Funded Ratio (AVA / EAN AL)	68.6%	80.9%

D. Actuarial Present Value of Accrued Benefits	New Benefits <u>10/1/2023</u>	Old Benefits <u>10/1/2023</u>
Vested Accrued Benefits		
Inactives + Share Plan Balances ¹	9,078,073	8,369,238
Actives	1,467,317	1,332,855
Member Contributions	<u>1,082,892</u>	<u>1,082,892</u>
Total	11,628,282	10,784,985
Non-vested Accrued Benefits	<u>1,487,442</u>	<u>664,415</u>
Total Present Value		
Accrued Benefits (PVAB)	13,115,724	11,449,400
Funded Ratio (MVA / PVAB)	77.6%	88.9%
Increase (Decrease) in Present Value of Accrued Benefits Attributable to:		
Plan Amendments	1,666,324	
Benefit Changes	0	
Plan Experience	0	
Benefits Paid	0	
Interest	0	
Other	<u>0</u>	
Total	1,666,324	

	New Benefits	Old Benefits
Valuation Date	10/1/2023	10/1/2023
Applicable to Fiscal Year Ending	<u>9/30/2025</u>	<u>9/30/2025</u>
E. Pension Cost		
Normal Cost (with interest)		
% of Projected Annual Payroll ²	22.05	16.88
Administrative Expenses (with interest)		
% of Projected Annual Payroll ²	2.53	2.53
Payment Required to Amortize Unfunded Actuarial Accrued Liability over 15 years (as of 10/1/2023, with interest)		
% of Projected Annual Payroll ²	29.77	16.81
Minimum Required Contribution		
% of Projected Annual Payroll ²	54.35	36.22
Expected Member Contributions		
% of Projected Annual Payroll ²	9.00	8.00
Expected City and State Contribution		
% of Projected Annual Payroll ²	45.35	28.22

¹ The asset values and liabilities include accumulated DROP and Share Plan Balances as of 9/30/2023.

² Contributions developed as of 10/1/2023 are expressed as a percentage of Projected Annual Payroll at 10/1/2023 of \$2,055,064.

ACTUARIAL ASSUMPTIONS AND METHODS

Mortality Rate

Healthy Active Lives:

Female: PubS.H-2010 for Employees, set forward one year.

Male: PubS.H-2010 (Below Median) for Employees, set forward one year.

Healthy Retiree Lives:

Female: PubS.H-2010 for Healthy Retirees, set forward one year.

Male: PubS.H-2010 (Below Median) for Healthy Retirees, set forward one year.

Beneficiary Lives:

Female: PubG.H-2010 (Below Median) for Healthy Retirees.

Male: PubG.H-2010 (Below Median) for Healthy Retirees, set back one year.

Disabled Lives:

80% PubG.H-2010 for Disabled Retirees / 20% PubS.H-2010 for Disabled Retirees.

All rates for healthy lives are projected generationally with Mortality Improvement Scale MP-2018. We feel this assumption sufficiently accommodates future mortality improvements.

The previously described mortality assumption rates were mandated by Chapter 2015-157, Laws of Florida. This law mandates the use of the assumptions used in either of the two most recent valuations of the Florida Retirement System (FRS). The above rates are those outlined in Milliman's July 1, 2021 FRS valuation report for special risk employees, with appropriate adjustments made based on plan demographics.

Interest Rate

7.50% per year compounded annually, net of investment related expenses. This is supported by the target asset allocation of the trust and the expected long-term return by asset class.

Salary Increases

<u>Salary Scale</u>	
<u>Service</u>	<u>Rate</u>
<5	12.00%
5-9	7.50%
10+	3.75%

The assumed rates of salary increase were approved in conjunction with an actuarial experience study dated August 11, 2021.

Payroll Growth

0.00% for purposes of amortizing the Unfunded Actuarial Accrued Liability. This assumption cannot exceed the ten-year average payroll growth, in compliance with Part VII of Chapter 112, Florida Statutes.

Administrative Expenses

\$50,079 annually, based on the average of actual expenses incurred in the prior two fiscal years.

Amortization Method

New UAAL amortization bases are amortized over 15 years.

The amortization payment is subject to a minimum based on a 30-year amortization of the UAAL, if the UAAL is positive, in order to comply with Actuarial Standard of Practice No. 4.

Bases established prior to the valuation date are adjusted proportionally to match the Expected Unfunded Actuarial Accrued Liability as of the valuation date, in order to align prior year bases with the portion of the current year UAAL associated with prior year sources.

Funding Method

Entry Age Normal Actuarial Cost Method. The following loads are applied for determining the minimum required contribution:

Interest - A half year, based on current 7.50% assumption.

Salary - None.

Retirement Age

100% upon first eligibility for normal retirement. The assumed rates of normal retirement were approved in conjunction with an actuarial experience study dated August 11, 2021.

Early Retirement

None. This was approved in conjunction with an actuarial experience study dated August 11, 2021.

Disability Rate

See table that follows (1201). 75% of disablements are assumed to be service related. These assumptions are similar to those utilized by other special risk public pension programs with similar benefits and approved in conjunction with an actuarial experience study dated August 11, 2021.

% Becoming Disabled During the Year	
Age	Rate
20	0.03%
30	0.04%
40	0.07%
50	0.18%

Termination Rate

% Terminating During the Year	
Service	Rate
<5	10.0%
5-9	8.0%
10-14	2.0%
15+	1.0%

The assumed rates of termination were approved in conjunction with an actuarial experience dated August 11, 2021.

Asset Valuation Method

Each year, the prior Actuarial Value of Assets is brought forward utilizing the historical geometric 4-year average Market Value return. It is possible that over time this technique will produce an insignificant bias above or below Market Value.

Low-Default-Risk Obligation Measure

Based on the Entry Age Normal Actuarial Cost Method and an interest rate of 4.87% per year compounded annually, net of investment related expenses. This rate is consistent with the Yield to Maturity of the S&P Municipal Bond 20-Year High Grade Rate Index as of September 30, 2023. All other assumptions for the Low-Default-Risk Obligation Measure are consistent with the assumptions shown in this section unless otherwise noted.

SUMMARY OF CURRENT PLAN

<u>Eligibility</u>	Full-time employees who are classified as full-time sworn police officers shall participate in the System as a condition of employment.
<u>Credited Service</u>	Total years and fractional parts of years of employment with the City as a Police Officer.
<u>Salary</u>	Total W-2 compensation plus tax exempt, tax sheltered, and tax deferred items of income. For service earned after the effective date, Salary shall not include more than 300 hours of overtime per calendar year and shall not include payments for accrued unused sick or annual leave. Annual leave and unused sick time accrued prior to this date shall be included.
<u>Average Final Compensation</u>	Average Salary for the best 5 years during the 10 years immediately preceding retirement or termination.
<u>Member Contributions</u>	8.0% of Salary.
<u>City and State Contributions</u>	Remaining amount required in order to pay current costs and amortize any unfunded past service cost as provided in Part VII of Chapter 112, F.S.
<u>Normal Retirement</u>	
Date	Earlier of: 1) age 55 and 10 years of Credited Service, or 2) 25 years of Credited Service, regardless of age.
Benefit	2.75% of Average Final Compensation <u>times</u> Credited Service.
Form of Benefit	Ten Year Certain and Life Annuity (options available).
<u>Early Retirement</u>	
Eligibility	Age 50 and 10 Years of Credited Service.
Benefit	Accrued benefit, reduced 3% for each year prior to Normal Retirement.

Vesting

Schedule	100% after 10 years of Credited Service.
Benefit Amount	Member will receive the vested portion of his (her) accrued benefit payable at the otherwise Normal Retirement Date.

Disability

Eligibility	
Service Incurred	Covered from Date of Employment.
Non-Service Incurred	10 years of Credited Service.
Exclusions	Disability resulting from use of drugs, illegal participation in riots, service in military, etc.
Benefit	Benefit accrued to date of disability but not less than 42% of Average Final Compensation (if Service-Incurred).
Duration	Payable for life and ten years certain or until recovery (as determined by the Board). Options available.

Death Benefits

Pre-Retirement	
Vested	Monthly accrued benefit payable to designated beneficiary for 10 years.
Non-Vested	Refund of accumulated contributions without interest.
Post-Retirement	Benefits payable to beneficiary in accordance with option selected at retirement.

Board of Trustees

Two Council appointees, two Members of the Department elected by the Membership, and a fifth Member elected by other 4 and appointed by the Council.

Deferred Retirement Option Plan

Eligibility	Satisfaction of Normal Retirement requirements.
Participation	Not more than 60 months.
Rate of Return	Actual net rate of investment return (total return net of brokerage commissions, transaction costs, and management fees) credited each fiscal quarter.
Form of Distribution	Cash lump sum (options available) payable at termination of employment.

Chapter 185 Share Account

Initial Allocation	\$115,524.10 from the Excess State Monies Reserve as of September 30, 2015, allocated to individual accounts based on years of Credited Service.
Annual Allocation	50% of State Monies in excess of \$48,395.90 is allocated equally to eligible Plan participants.
Investment Earnings	Plan earnings, net of investment-related expenses.
Expenses	As determined by the Board, but not exceeding 0.005% of individual Share Balances.



**Special Meeting
Agenda Item #6
Auditor Contract Extension**

**CITY OF NEPTUNE BEACH
CITY COUNCIL MEETING
STAFF REPORT**

AGENDA ITEM:	Two Years Extension on the Purvis Gray Contract
SUBMITTED BY:	Jaime F. Hernandez Chief Financial Officer
DATE:	August 19, 2024
BACKGROUND:	Purvis Gray has been the independent auditors for the City of Neptune Beach for the last eight (8) years. Since January of 2023, Purvis Gray have completed two annual audits for fiscal years 2020-21 and 2021-22. Annual audit for Fiscal Years 2022-23, and 2023-24 are expected to be completed within the next nine (9) months. Proposed audit schedule: • FY 2022-23 is scheduled to start on October 14, 2024. Presentation to the City Council and File a copy with the require state agencies in January 2025. • FY 2023-24 is scheduled to start March 12, 2025, and expected to be completed in June 2025. At this point, starting a Request for Proposal (RFP) process to engage with another auditors will place the City further behind on the obligation to comply with state requirements. •
RECOMMENDATION:	Approval Extension Award to Purvis Gray (current Auditors) in the amount of \$55,000 per year.
ATTACHMENT:	None



**Special Meeting
Agenda Item #7
Lateral Pipes**

**CITY OF NEPTUNE BEACH
CITY COUNCIL MEETING
STAFF REPORT**

AGENDA ITEM:	Clean and televise various sanitary sewer lateral pipes
SUBMITTED BY:	Deryle Calhoun, P.E. Public Works Director
DATE:	August 9, 2024
BACKGROUND:	CONB operates approximately 31 miles of gravity sanitary sewer of which about nine miles is constructed of vitrified clay (VC) pipe which was replaced as material of choice by plastics in the 1980s. VC is subject to leaking joints and failure due to cracking. Failing pipes introduce groundwater into the system which reduces treatment plant capacity. Saltus Engineering is assisting CONB with investigating possible sources of Inflow and Infiltration (I&I) into the sanitary sewer system in compliance with FDEP permit and a Consent Order which followed overflow events. In addition to wastewater main pipes, service laterals are a significant source of I&I. From the attached EPA document: “According to a Water Environment Research Foundation survey over fifty percent of private laterals are vitrified clay pipe (VCP). VCP is prone to root intrusion, cracks, joint misalignment and general leakage, and private laterals are estimated to contribute about 40 percent of a system’s infiltration and inflow.” Various portions of the collection system have been identified for investigation based on pump run times, manhole-installed flow monitors and staff tribal knowledge. A significant amount of I&I is suspected of being present. This request focuses on the Indian Woods subdivision which has deeper VC pipes located in areas of higher groundwater near the Intracoastal Waterway. Staff received a quote from BLD Services, LLC to clean and televise service laterals in Indian Woods utilizing pricing in a City of Boca Raton contract. The City Attorney has approved utilizing this contract as a piggyback.

BUDGET:	As of 8/09/24 Sewer Repair and Maintenance 401-4335-535-30-46 has insufficient balance for this request. A budget transfer from Sewer Professional Services 401-4335-535-30-31 is proposed. Total budget \$369,930.00 with YTD Activity of \$137,595.42.
RECOMMENDATION:	- Approval of award to BLD Services, LLC in the amount of \$48,050.00 with staff authorization for change orders up to 10% of award. - Any required root removal will be billed at the unit prices in the piggyback contract
ATTACHMENT:	- Quote from to BLD Services, LLC - BLD Services, LLC company information - Piggyback contract with City of Boca Raton - EPA document, "Private Sewer Laterals", June 2014

August 8, 2024

Proposal# BLD-241007

Deryle Calhoun, Jr., P.E.
Director, City of Neptune Beach Public Works
2010 Forest Avenue
Neptune Beach, Florida 32266

RE: Estimated CCTV, Clean and Evaluate Laterals – Indian Woods

Deryle,

BLD Services, LLC proposes to furnish all necessary materials, labor, tools, equipment, supplies and the supervision necessary to perform the work outlined in the DESCRIPTION and the SCOPE OF WORK with the exception of those items that have been specifically addressed in this proposal. Pricing terms and conditions of the existing City of Boca Raton contract.

Item #	Description	Qty	Unit	Unit \$	Total \$
E20	Sewer lateral cleaning and TV inspection from main (up to 30 feet)	97	EA	\$450.00	\$43,650.00
E21	Sewer lateral cleaning and TV inspection from main (beyond 30 feet)	100	L.F.	\$5.00	\$500.00
E31	Maintenance of traffic - residential street	6	SET-UP	\$650.00	\$3,900.00
	Total				\$48,050.00

We appreciate the opportunity of submitting this proposal. If you have any questions, please do not hesitate to contact me.

Sincerely,



Gordon Marshall
Business Development
gordon@bdllic.net

cc Mark Dalmau
Nicole Little



BLD Services LLC
2424 Tyler St
Kenner LA 70062
P: 504.466.1344
F: 504.461.5971

World's Largest in CIPP Lateral Rehabilitation

BLD Services, LLC Company Information



Company Background

BLD was incorporated in 2001 by Mr. Brad L. Dutruch as a full-service municipal and public works construction company. Since that time, the company has grown steadily, both internally as well as through acquisitions. Two main acquisitions in 2008 have fueled BLD's growth and expansion: D&O Contractors, Inc. (D&O), a well-established general contractor incorporated in 1975; and the Cured-in-Place-Pipe (CIPP) Lateral Lining Division of Insituform Technologies, Inc (Insituform). D&O was a reputable general contractor that specialized in sewer, water, and drainage pump station construction; sewer rehabilitation; general utility construction and services; and disaster recovery. The Insituform acquisition added additional expertise in constructing and rehabilitating water, sewer and other difficult-to-access pipes throughout the world using trenchless technologies, like CIPP, to minimize excavation and disruption. Other semi-trenchless methods added to our toolbox included, pipe bursting, micro tunneling and slip lining. Having acquired the technologies, equipment and personnel of these two companies, BLD significantly expanded the range of services it offers to include all forms of heavy and civil engineering construction for large projects, while also providing a diverse range of specialty services including trenchless rehabilitation of pipes and manholes.





Company Profile

BLD Services, LLC (BLD) is a General Contractor that purchased the Lateral Lining Division of Insituform Technologies, Inc. in January of 2009. Since this acquisition, BLD has grown to employ thirty-five rehabilitation crews making BLD the largest CIPP Lateral Lining Contractor in the world. These installation crews service the Eastern portion of the United States and have successfully installed more than 100,000 laterals in the last 10 plus years. The product/process has successfully been used in over 150,000 successful installations over the past 23 years.

Known today as the BLD "Service Connection Seal + Lateral" (SCS+L), this Cured-in-Place Pipe (CIPP) Lateral Lining System is a one-piece lateral lining process that creates a watertight tight seal at the mainline connection along with a structural repair to the lateral line. This process is performed from the mainline without the need for the installation of a cleanout.

With over 1000 years of collective CIPP experience in its Senior Management and Superintendents, BLD's CIPP Lateral Lining Division is very well positioned to perform any work that you may have as we are a Licensed General Contractor in most of the United States, including the following disciplines: Heavy Construction; Municipal and Public Works Construction; Highway, Street and Bridge Construction; Building Construction; Electrical Work; Mechanical Work. With the more than 35 installation and preparatory crews geographically located across the Eastern portion of the US, our focus and goal is to safely and successfully respond to our client's needs promptly.





Company Resources

BLD Services, LLC (BLD) is a General Contractor that purchased the Lateral Lining Division of Insituform Technologies, Inc. in January of 2009. Since this acquisition, BLD has grown to employ over 30 rehabilitation crews making BLD the largest CIPP Lateral Lining Contractor in the world. These installation crews service the Eastern portion of the United States and have successfully installed more than 100,000 laterals in the last 10 plus years. The product/process has successfully been used in over 150,000 successful installations over the past 23 years.

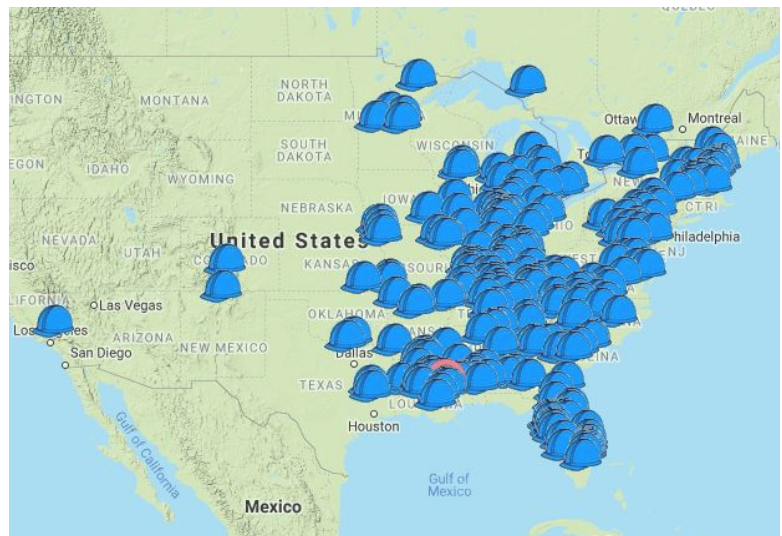
Known today as the BLD “Service Connection Seal + Lateral” (SCS+L), this Cured-in-Place Pipe (CIPP) Lateral Lining System is a one-piece lateral lining process that creates a watertight tight seal at the mainline connection along with a structural repair to the lateral line. This process is performed from the mainline without the need for the installation of a cleanout.

BLD has over 1000 years of collective CIPP industry experience in its Senior Management and Superintendents. BLD’s CIPP Lateral Lining Division is very well positioned to perform any work that you may have as we are a Licensed General Contractor in most of the United States. With the more than 30 installation and preparatory crews geographically located across the Eastern portion of the US, our primary focus is to safely and successfully respond to our client’s needs promptly.

Headquarters



Client Map



Office Locations

Headquarters

Contact: Jacob Trapani
2424 Tyler St
Kenner, LA 70062
jacob@bdlc.net

Florida

Contact: Mark Dalmau
3091 NW 29th Street
Opa Locka, FL 33054
markd@bdlc.net



Mid Atlantic

Contact: Timmy Higginbotham
147 Brooke Lee Circle
Taylors, SC 29687
timmy@bdlc.net

Central States

Contact: Breck Vinson
125 W Blue Spruce Dr
Santa Claus IN 47579
breck@bdlc.net

New England

Contact: Brendan Doyle
50 Grove Street, Building 2,
Suite 223
Salem, MA 01970
brendand@bdlc.net

Great Lakes

Contact: Jeremy Ingle
117 Cypress St
Reynoldsburg OH 43068
jeremy.ingle@bdlc.net

Gulf States

Contact: Tommy Trapp
2424 Tyler St
Kenner LA 70062
tommyt@bdlc.net

Mid South

Contact: Hugh Cornell
21 Edenwold Rd
Madison TN 37115
hugh@bdlc.net



BLD Manufacturing Facility

Nashville, TN

Our state-of-the-art facility, located in Nashville, TN, is strategically positioned so we can insure timely delivery of product to our regional operation facilities. In our manufacturing operation, employees cut, sew, assemble, test, package and ship the SCS+L to our 30-plus crews for installation. Our liners can now be custom-built to specific lengths according to contract specifications and the applicable service lateral connection configuration (TEE, WYE, or TEE/WYE). Each liner is sewn to a “full-wrap” sheet that will ultimately provide a full circumference liner on the inside diameter of the host pipe at the location of the service lateral. A hydrophilic gasket is applied at the “full-wrap”/lateral connection and terminating end of the lateral tube to insure sealing from unwanted infiltration after installation.



CONTRACT

Bid No. 2022-021
Sanitary and Storm Sewer Rehabilitation
PROJECT: 7121005

This Contract made and entered into this 23rd day of February 2023, by and between the City of Boca Raton, (hereinafter called the **Owner**) a Florida municipal corporation, and BLD Services, LLC, (hereinafter called the **Contractor**);

WHEREAS, the Owner desires to retain the Contractor for Bid No. 2022-021, Group: E – Lateral Lining as expressed in its Bid No. 2022-021; and,

WHEREAS, the Contractor hereby covenants and agrees to undertake and execute all of the Work as required and described in the Contract Documents (as defined in Article 1 in the General Conditions), in a good, substantial and workmanlike manner, and to furnish and pay for all materials, labor, supervision, equipment, supplies, fees, expertise, and services necessary to fully complete all Work in accordance with all requirements of the Contract Documents and in accordance with all applicable codes and governing regulations, within the time limit specified in the Contract.

1.0 DEFINITIONS

The definitions for all terms as used in this Contract and all Contract Documents shall be as defined in Article 1 of the General Conditions.

2.0 CONTRACT TIME FOR EACH WORK ORDER

Each Work Order issued under this Contract shall be commenced promptly and within ten (10) days from the date the Owner (with the exception of a Work Order that has an expedited mobilization or unless otherwise noted on the Work Order) has signed such Work Order, in accordance with the Contract Documents, and shall be prosecuted with diligence and be fully completed within the project time specifically provided in each individual Work Order.

3.0 COMPENSATION TO BE PAID CONTRACTOR

- 3.1 In consideration of the faithful performance of this Contract (and all Work Orders issued under this Contract) by the Contractor, the Owner will pay to the Contractor for the full and entire completion of work performed under each executed Work Order upon acceptance by the Owner of such work. Each Work Order will contract an amount that represents the entire cost which the Owner will have to pay to the Contractor for acceptable and conforming Work under the Work Order, inclusive of all materials, supplies, costs, fees, which shall be the maximum extent of the Owner's obligation to pay Contractor, but does not constitute a limitation, of any sort, of the Contractor's obligations to perform the Work in accordance with the terms of both this Contract and the Work Order.
- 3.2 The amount to be paid by the Owner shall be determined by unit prices (including lump sum line items), all of which are contained in the Bid documents submitted by the Contractor, which are incorporated in, and made a part of this Contract.

3.3 Any work performed by Contractor without proper authorization is performed at Contractor's risk, and Owner shall have no obligation to compensate Contractor for such work.

3.4 The City is not required to issue any Work Orders hereunder.

4.0 CONTRACT TERM AND RENEWAL TERMS

4.1 The Contract shall commence on the date set forth above, and shall be for a five (5) year term. The City requires a firm price for the initial two (2) years of the Contract term.

4.2 The Owner may renew the Contract for additional one-year periods upon expiration of the initial term, not to exceed a maximum of three (3) additional one-year renewal periods.

4.3 The term of this Contract shall commence on the date set forth on the "Form of Contract" and shall continue for five (5) years, automatically renewed thereafter for three, one-year periods subject to the cancelation clauses in the General Conditions, Item 25, Owner's Right to Terminate Contract. Automatic contract renewal shall be subject to the appropriation of funds, satisfactory performance, and determination that the contract renewal is in the best interest of the City. The City requires a firm price from the date set forth on the "Form of Contract" for two years. Years three through five and annual renewals will be based on the Contractor agreeing to the same terms, conditions, pricing and specifications. For the purpose of re-bidding, the Contract may be extended at the City's option for a defined period of time, not to exceed one year. Option for extension will only be exercised upon mutual written agreement and with all original terms, conditions and unit prices adhered to with no deviations.

Prior to term years three, four, and five and each annual renewal, the City may consider price adjustment(s) only when a written request is received by the Buyer identified herein a minimum of ninety (90) days prior to the renewal date for review by the City. Contractor is responsible for verifying that written price request was received by the Buyer within ninety (90) days. Contractor's written request shall identify each bid item affected and proposed price with written justification and supporting documentation attesting that the request is a bonafide cost increase/decrease to the vendor. Failure to submit the required supporting documentation may result in the price adjustment request being denied. Contractor's requested price adjustment is subject to City approval, and shall require written acknowledgement from the Buyer. In the event that the City does not wish to accept the adjusted cost(s) and the matter cannot be resolved to the satisfaction of the City, the Contract may be terminated by the City by giving written notice to the Contractor. In the event that a cost decrease is realized due to changes in the economy (CPI/CPU and/or decreases that are industry specific), the City shall have the right to request and receive from the Contractor a reasonable reduction in costs.

4.4 Upon mutual written agreement between Owner and Contractor, any term of the Contract may be extended with all terms, conditions and unit prices adhered to with no deviations, for a defined period of time, not to exceed one (1) year.

5.0 SUCCESSORS, ASSIGNS AND ASSIGNMENT

The Owner and the Contractor each binds itself, its officers, directors, qualifying agents, partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Contract. It is agreed that the Contractor shall not

assign, transfer, convey or otherwise dispose of the contract or its right, title or interest in or to the same or any part thereof, or allow legal action to be brought in its name for the benefit of others, without previous consent of the Owner and concurred to by the sureties.

6.0 INDEPENDENT CONTRACTOR

Contractor represents that it is fully experienced and properly qualified to perform the class of work provided for herein, and that it is properly licensed, equipped, organized and financed to perform such work. Contractor shall act as an independent Contractor and not as the agent of Owner in performing the Contract, maintaining complete control over its employees and all of its suppliers and subcontractors. Nothing contained in this Contract or any subcontract awarded by Contractor shall create any contractual relationship between any such supplier or subcontractor and Owner. Contractor shall perform the Work in accordance with its own methods subject to compliance with the Contract.

7.0 INTENT AND CORRELATION OF DOCUMENTS

- A. The Contract Documents cover, with explicit provisions, all matters relating to the Work which the Contractor undertakes to construct or perform in full compliance with such provisions. It is understood that Contractor has, by personal examination and inquiry, if necessary, satisfied himself as to all local conditions and as to the meaning, requirements, and reservations of the Contract Documents. No deviation will be allowed from the Engineer's interpretation thereof. The intent of the Contract Documents is to include all labor, materials (except as may be specifically designated to be furnished by the Owner) equipment, and transportation necessary for the proper execution of the Work. Contractor shall, in addition, provide all Work and materials not shown in detail but necessary for completion of the project as indicated or specified including a proper and suitable preparation, base or support, and a reasonable finish consistent with adjacent work which is shown or specified. Items described in the singular shall include the plural and vice-versa, when appropriate to complete all Work necessary to result in a completed Project. Contractor shall follow the Specifications and Drawings and execute all Work in strict accordance therewith and with the kind and quality of materials indicated and specified. Materials or work described in words which, when so applied, have a well-known technical or trade meaning shall be held to refer to such recognized standards. Any deviation from the Drawings and Specifications, which may be required by the exigencies of construction, shall in all cases conform to written instructions of the Engineer. The applicable provisions of the Contract Documents shall apply with equal force to all Work, including extra Work, performed under this Contract, whether performed either directly by the Contractor or by a Subcontractor.
- B. In resolving conflicts resulting from conflicts, errors, or discrepancies in any of the Contract Documents, the order of precedence shall be as follows:
- Change Orders
 - Contract
 - Addenda
 - Technical Specifications
 - Drawings/Exhibits/Appendixes
 - Special Provisions
 - General Conditions
 - Bid Form and Attachments

The Contract Documents are complementary, and what is called for by any shall be as binding as if called for by all.

Contractor shall carefully study and compare all Drawings, Specifications and other instructions and shall test all figures on the Drawings before laying out the work. The following shall apply in regard to drawing specifications:

1. Full size details shall take precedence over scale drawings and large scale drawings shall take precedence over small scale drawings. Dimensions given in figures shall take precedence over scaled dimensions.
 2. When measurements are affected by conditions already established or where items are to be fitted into constructed conditions it shall be Contractor's responsibility to verify all such dimensions at the Site and the actual job dimensions shall take precedence over scale and figure dimensions on the Drawings.
 3. Wherever a stock size of manufactured item or piece of equipment is specified by its nominal size, it shall be the responsibility of Contractor to determine the actual space requirements for setting and for entrance to the setting space and to make all necessary allowances and adjustments therefore in Contractor's work without additional cost to the Owner.
- C. When resolving conflicts with the Drawings, the entire installation and each part thereof shall be constructed in the position required. The finished surfaces of structures shall conform to the elevation and/ or gradients specified, and all part of substructures and superstructures shall be in proper alignment and adjustment. Contractor shall provide all frames, cribbing, false work, scaffolds, shoring, guides, anchors, and temporary structures which may be necessary to obtain these results, although such will not, generally, be shown or noted on the Drawings; and the Contract Price(s) shall include and cover all such work, material, and construction. Any deviation from the Drawings, which may be found necessary or advantageous, will be determined by the Engineer.

8.0 LAWS/ORDINANCES

Contractor shall observe and comply with all federal, state, county, local and municipal laws, ordinances, rules, and regulations that would apply to this Contract. Failure by the awarded Contractor to comply with all applicable laws ordinances, rules, and regulations shall constitute a breach of the Contract and the City shall have the discretion to unilaterally terminate this Contract.

9.0 LIMITATION OF LIABILITY/ NO WAIVER

Contractor agrees to the limitation of liability of the Owner for any cause of action arising out of this Agreement as stated herein.

The Contractor 's recovery from the Owner for any action or claim arising from the Contract is limited to a maximum amount of the Contract Price less the amount of all funds actually paid by the Owner to Contractor pursuant to this Contract.

Nothing contained in this paragraph or elsewhere in this Contract is in any manner intended either to be a waiver of the limitation placed upon the Owner's liability as set forth in Section 768.28, Florida

Statutes, or to extend the Owner's liability beyond the limits established in said Section; and no claim or award against the Owner shall include attorney fees, investigative costs, expert fees, suit costs or pre-judgment interest. This section shall not prevent the Owner from taking corrective action against the Contractor.

Except as specifically and expressly provided for herein, no provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement.

10.0 INDEMNIFICATION/HOLD HARMLESS AGREEMENT

To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify and hold harmless the City of Boca Raton, its officers, agents, 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 intentionally wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the Contract. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor and/or persons employed or utilized by the Contractor, in the performance of the Contract under any insurance required by the Contract, including, but not limited to workers' compensation acts, disability benefit acts, or other employee benefit acts.

Any costs and expenses, including attorney's fees, appellate, bankruptcy or defense counsel fees incurred by the City of Boca Raton to enforce this Indemnification Clause shall be borne by the Contractor. This Indemnification Clause shall continue indefinitely and survive the cancellation, termination, expiration, lapse or suspension of this agreement.

This provision shall not be deemed to waive any of the rights or immunities accorded to the CITY by section 768.28, Florida Statutes, or any other applicable law.

11.0 PROVISION AND MAINTENANCE OF BOND

A Surety Bond legally issued, meeting the requirements in the Contract Documents and approved by the Owner shall be maintained by CONTRACTOR.

If the Surety on any Bond furnished by the CONTRACTOR is declared bankrupt or becomes insolvent or its right to conduct business in the State of Florida is terminated or it ceases to meet the requirements of Surety Bond, the CONTRACTOR shall within five (5) days thereafter substitute another Bond and Surety, both of which shall be subject to the approval by the Owner. Failure to maintain such Surety Bond shall constitute a breach of the Contract and the Owner in its sole discretion shall be authorized to terminate the Contract as provided in Section 12 herein.

12.0 TERMINATION

- A. Owner's Right to Terminate Contract for Default
 - 1. Default

Notwithstanding any other provisions of this Contract, Contractor shall be considered in default of its contractual obligation under this Contract if it:

- (a) Performs work which fails to conform to the requirements of this Contract;

- (b) Fails to meet the contract schedule or fails to make progress so as to endanger performance of this Contract;
- (c) Abandons or refuses to proceed with any or all work including modifications directed pursuant to the clause entitled Extra Work, Article 38 and Omitted Work, Article 39 in the General Conditions;
- (d) Fails to supply enough properly skilled workers or material;
- (e) Fails to make prompt payments to Subcontractors or suppliers for materials or labor;
- (f) Fails to obey laws, ordinances, rules, regulations or orders of public agencies having jurisdiction;
- (g) Fails to maintain a surety bond as required by the Contract;
- (h) Fails to provide safety equipment or enforce safety procedures for workers on the site;
- (i) Fails to protect persons or property; or
- (j) Fails to fulfill any of the terms of this Contract or to comply in any way with the Contract Documents

Any of the above conditions shall be sufficient grounds for the Owner to find the Contractor in default and that sufficient cause exists to terminate the Contract and/or to withhold payment or any part thereof until the cause or causes giving rise to the default has been eliminated by the Contractor and approved by the Owner.

If a finding of default is made, the Contractor and Contractor's Surety shall remain responsible for performance of the requirements of the Contract Documents unless and until the Owner terminates the Contract.

2. Notice of Default

Upon a finding of default, the Owner shall notify Contractor in writing of the nature of the failure and shall set a reasonable time within which the Contractor and its Surety shall eliminate the cause or causes of default.

When the basis for finding of default no longer exists, the Owner shall notify the Contractor and its Surety in writing that the default has been corrected and that the Contractor is no longer in default.

3. Suspension of Work for Default

Owner may, at its sole option, suspend the performance of all or a portion of work to be performed under the Contract as a result of a finding of default, and shall include such suspension in the Notice of Default described above. Said suspension shall continue until such time as the Owner has notified the Contractor that the default has been corrected and the suspension has been removed, or the Contractor has been terminated. During said period of suspension, Contractor shall not be entitled to assert any claims for damages or any claims for time extensions or adjustments.

4. Notice of Contract Termination for Default

If the Contractor fails to correct the default within the time allowed, or if Contractor or its Surety fails to provide satisfactory evidence that such default will be corrected, Owner may, without notice to Contractor's Surety, and without otherwise waiving its rights against the Contractor or its Surety, provide written notice to the Contractor of the termination, in whole or in part, of the Contract.

Owner may prosecute the Work to completion by contract or by any other method deemed expedient and/or make demand upon the Surety to perform, at Owner's sole option. Owner may take possession of and utilize any materials, plant, tools, equipment, and property of any kind furnished by Contractor and necessary to complete the work.

Upon termination for default, Contractor shall:

- (a) immediately discontinue work on the date and to the extent specified in the notice and place no further purchase orders or subcontracts to the extent that they relate to the performance of work terminated;
- (b) inventory, maintain and turn over to Owner all materials, plant, tools, equipment, and property furnished by Contractor or provided by Owner for performance of work;
- (c) promptly obtain cancellation upon terms satisfactory to Owner of all purchase orders, subcontracts, rentals, or any other agreements existing for performance of the terminated work or assign those agreements to Owner as directed;
- (d) cooperate with Owner in the transfer of information and disposition of work in progress so as to mitigate damages;
- (e) comply with other reasonable requests from Owner regarding the terminated work; and
- (f) continue to perform in accordance with all of the terms and conditions of the Contract such portion of work that is not terminated.

If, upon termination pursuant to this clause, it is determined for any reason that Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the provisions of Section 12B as provided herein.

5. Costs of Completed Work of Terminated Contract.

Contractor and its Surety, shall be liable jointly and severally for all costs in excess of the contract price for such terminated work reasonably and necessarily incurred in the completion of the Work as scheduled, including cost of administration of any contract awarded to others for completion and for Liquidated Damages.

This section shall survive the cancellation, termination, expiration, lapse or suspension of this Contract.

B. Optional Termination of Contract By Owner

Owner may, at its sole option, terminate the Contract, in whole or in part at any time, by thirty (30) day written notice thereof to Contractor, whether or not Contractor is in default. If it was determined that Contractor was not in default as specified in Section 12 (A) (4), the 30 day notice requirement in this section is waived as long as the notice requirement set forth in Section 12 (A)(2) is satisfied. Upon any such termination, Contractor hereby waives any claims for damages from the optional termination, including loss of anticipated profits, on account thereof. The sole right and remedy of Contractor under this paragraph shall be that Owner shall pay Contractor in accordance with the subparagraphs below, provided, however, that those provisions of the Contract which by their very nature survive final acceptance under the Contract shall remain in full force and effect after such termination, including but not limited to

1. Upon receipt of any such notice, Contractor and its Surety shall, unless the notice requires otherwise:
 - (a) Immediately discontinue work on the date and to the extent specified in the notice;
 - (b) Place no further orders or subcontracts for materials, services, or facilities, other than as may be necessary or required for completion of such portion of work under the Contract that is not terminated;
 - (c) Promptly make every reasonable effort to obtain cancellation upon terms satisfactory to Owner of all orders and subcontracts to the extent they relate to the performance of work terminated or assign to Owner those orders and subcontracts and revoke agreements specified in such notice;
 - (d) Assign all subcontracts required for performance of this Contract to the Owner;
 - (e) Assist Owner, as specifically requested in writing, in the maintenance, protection and disposition of property acquired by Owner under the Contract; and
 - (f) Complete performance of any work which is not terminated.
2. Upon any such termination, Owner will pay to Contractor an amount determined in accordance with the following (without duplication of any item):
 - (a) All amounts due and not previously paid to Contractor for work completed in accordance with the Contract prior to such notice, and for work thereafter completed as specified in such notice.
 - (b) The reasonable cost of settling and paying claims arising out of the termination of work under subcontracts or orders as provided above.
 - (c) The verifiable costs of work completed by Subcontractors.
 - (d) Any other reasonable costs which can be verified to be incidental to such termination of work.

13.0 PROVISION AND MAINTENANCE OF INSURANCE

COVERAGE AND MINIMUM LIMITS

The Contractor shall purchase and maintain such comprehensive general liability and other insurance as will provide protection from claims set forth below which may arise out of or result from the Contractor's performance of the Work and the Contractor's other obligations under this Contract, whether such performance is by the Contractor, by any subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

Contractor agrees, at its sole expense, to maintain on a primary basis during the life of this Contract, or the performance of work hereunder, insurance coverages, limits, and endorsements as required herein.

All such insurance shall remain in effect until final payment and at all times thereafter when the Contractor may be correcting, removing or replacing defective Work in accordance with the Warranty provisions of the Contract.

The Contractor agrees the insurance requirements herein as well as City of Boca Raton's review or acknowledgement, is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Contract.

A. COVERAGE AND MINIMUM LIMITS

1. Commercial General Liability.

Contractor agrees to maintain Commercial General Liability at a limit of liability not less than **\$1,000,000**/\$2,000,000 occurrence/aggregate Contractor agrees its coverage will not contain any restrictive endorsement(s) excluding or limiting Product/Completed Operations, Independent Contractors, Broad Form Property Damage, X-C-U Coverage, Contractual Liability, Cross Liability or Separation of Insureds. The Contractor agrees any self-insured retention or deductible shall not exceed \$25,000.

Additional Insured Endorsements.

The Contractor agrees to endorse the City of Boca Raton, Greater Boca Raton Beach and park District, Boca Raton Community Redevelopment Agency as an Additional Insured on the Commercial General Liability policy on a primary and non-contributory basis with the following, or similar endorsement providing equal or broader Additional Insured coverage, the CG 2010 04 13 and the GC 20 37 07 04 which shall be required to provide back coverage for the contractor's "your work" as defined in the policy and liability arising out of the products-completed operations hazard.

Contractor shall maintain such completed operations insurance for at least one (1) year after final payment and furnish City of Boca Raton with evidence of continuation of such insurance at final payment and one (1) year thereafter.

2. Business Automobile Liability.

Contractor agrees to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

3. Commercial Umbrella/Excess Liability

(May be used to supplement minimum General Liability Coverage requirements).

The Contractor agrees to endorse the City of Boca Raton as an "Additional Insured" on the Commercial Umbrella/Excess Liability, unless the Commercial Umbrella/Excess Liability provides coverage on a pure/true follow-form basis, or the City of Boca Raton is automatically defined as an Additional Protected Person.

Umbrella or Excess Liability coverage is required and shall have an Annual Aggregate at a limit not less than two (2) times the highest per occurrence minimum limit required. Umbrella or Excess Liability minimum requirement is \$2,000,000.

4. Worker's Compensation & Employer's Liability.

The Contractor agrees to maintain its own Worker's Compensation & Employers Liability Insurance in compliance with Florida Statute 440. (NOTE: Elective exemptions or coverage through an employee leasing arrangement will NOT satisfy this requirement).

5. Railroad Protective Liability:

When work done by the contractor is within 50 feet of a railroad tracks or railroad right of way, the Contractor shall maintain Railroad Protective Liability Insurance (RPL) with a limit not less than \$3,000,000 each occurrence, if the work being performed is within (50) feet of operating railroad tracks or otherwise involves exposures to railroad hazards. The RPL coverage may be included by endorsement to the Commercial General Liability policy (CGL) or as a separate policy.

B. SUBCONTRACTOR INSURANCE

The Contractor shall agree to cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified herein, unless the Contractor's insurance provides coverage on behalf of the subcontractor. When requested by the City of Boca Raton, the Contractor shall agree to obtain and furnish copies of certificates of insurance evidencing coverage for each subcontractor.

C. DEDUCTIBLES, COINSURANCE PENALTIES & SELF-INSURED RETENTION

The Contractor agrees to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, coinsurance penalty, self-insured retention, or coverage exclusion or limitation.

D. WAIVER OF SUBROGATION

The Contractor agrees by entering into this written Contract to a Waiver of Subrogation in favor of the City of Boca Raton, Contractor, sub-contractor, architects, or engineers for each required policy providing coverage during the life of this Contract.

When required by the insurer or should a policy condition not permit the Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, the Contractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or an equivalent endorsement.

This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition that specifically prohibits such an endorsement, or voids coverage should the Contractor enter into such an agreement on a pre-loss basis. The Waiver of Subrogation shall be in accordance with all of the limits, terms and conditions set forth herein.

E. RIGHT TO REVISE OR REJECT

The Contractor agrees the City of Boca Raton reserves the right, but not the obligation, to review or revise any insurance requirement, not limited to limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work / specifications affecting the applicability of coverage. Additionally, the City of Boca

Raton reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein, or any insurer(s) providing coverage due of its poor financial condition or failure to operate legally in the State of Florida. In such events, The City of Boca Raton shall provide Contractor written notice of such revisions or rejections.

F. NO REPRESENTATION OF COVERAGE ADEQUACY.

The coverages, limits or endorsements required herein protect the primary interests of the City of Boca Raton, and the Contractor agrees in no way should these coverages, limits or endorsements required be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposures, whether as a result of the Project or otherwise.

G. REQUIREMENTS OF INSURERS PROVIDING THE INSURANCE

Insurers providing the insurance required by this Contract must meet the following minimum requirements:

(a) Be authorized by to maintain certificates of authority issued to the companies by the Department of Insurance of the State of Florida or be eligible surplus lines insurers under Florida Statute 626.918, and

(b) Must have a current rating of "A-" or better and a Financial Size Category of "IV" or better according to the most recent rating in effect by the A.M. Best Company.

H. CERTIFICATE OF INSURANCE (COI) AND CANCELLATION/NON RENEWAL OF COVERAGE

The Contractor agrees to provide the City of Boca Raton with certificate(s) of insurance that clearly evidences the Contractor's insurance contains the minimum coverages, limits, and endorsements set forth herein. The City of Boca Raton requires an original or electronically transmitted certificate of insurance (COI) on an ACORD-25 form (2010/05) and the required endorsements as specified above.

A minimum thirty (30) day endeavor to notify due to cancellation, non-renewal of coverage shall be identified on each certificate(s) of insurance. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City of Boca Raton project manager and copy the City's Risk Manager in writing within (30) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance.

In the event the City of Boca Raton is notified that a required insurance coverage will cancel or expire during the period of this Contract, the Contractor agrees to furnish the City of Boca Raton prior to the expiration of such insurance, a new certificate of insurance evidencing replacement coverage. When notified by the City of Boca Raton the Contractor agrees not continue work pursuant to this Contract, unless all required insurance remains in effect.

The City of Boca Raton shall have the right, but not the obligation, of prohibiting Contractor from entering the Project site until a new certificate of insurance is provided to the City of Boca Raton evidencing the replacement coverage. The Contractor agrees the City of Boca Raton reserves the right to withhold payment to Contractor until evidence of reinstated or replacement coverage is provided to the City of Boca Raton. If the Contractor fails to maintain the insurance as set forth herein, the Contractor agrees the City Of Boca Raton shall have the right, but not the obligation, to

purchase replacement insurance, which the Contractor agrees to reimburse any premiums or expenses incurred by the City of Boca Raton.

I. CERTIFICATE OF INSURANCE FORMAT

The Contractor agrees the Certificate(s) of Insurance shall:

1. Clearly indicate the City is endorsed as an Additional Insured as per requirements herein, Item A. Insurance Coverage and Minimum Limits.
2. Clearly indicate the project name and Bid number.
3. Clearly identify each policy's limits, flat & percentage deductibles, sub-limits, or self-insured retentions, whether in excess or equal to the amounts or percentages set forth herein.
4. Clearly indicate a minimum thirty (30) day endeavor to notify requirement in the event of cancellation or non-renewal of coverage.
5. Clearly indicate Certificate Holder(s) and Address:
6. Include the appropriate Endorsement listing the City of Boca Raton as an additional Insured. (CG 2010 04 013 or; CG2010 07 04 and CG2037 07 04)

Certificate Holder: City of Boca Raton
201 W. Palmetto Park Road
Boca Raton, FL 33432
Attn: City Project Manager / Lisa Wilson-Davis
Email: lwilsondavis@myboca.us

14.0 NOTICES

Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by certified mail, postage prepaid as follows:

As to Owner: City of Boca Raton
Name Chris Helfrich, P.E., Utility Services Director
Address 1401 Glades Road, Boca Raton, FL 33431
Email chelfrich@myboca.us

As to Contractor: BLD Services, LLC
Name Jacob Trapani, Vice President
Address 2424 Tyler Street, Kenner, LA 70062
Fax (504) 461-5971
Email jacob@bldllc.net

Notices shall be effective when delivered to the address specified above. Changes in the respective addresses to which such notice may be directed may be made from time to time by any party by written notice to the other party. Facsimile and Email is acceptable notice effective when received, however, facsimiles received (i.e. printed) after 5:00 p.m. or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Contractor and Owner in the performance of the Work.

15.0 PUBLIC RECORDS

- 15.1 The City of Boca Raton is a public agency subject to Chapter 119, Florida Statutes. This Contract requires the Contractor to provide services and/or materials, and therefore the Contractor shall comply with Section 119.0701, Florida Statutes. Specifically, the Contractor shall:

15.1.1 Keep and maintain all public records related to the performance of the Work.

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

15.1.3 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 Agreement term and following completion of the Agreement.

15.1.4 Upon completion or other termination of the Contract, keep and maintain the public records required by the City to perform the Work. The Contractor shall meet all applicable requirements for retaining public records set out in Florida law.

15.1.5 In addition to maintaining the records pursuant to Paragraph Number 4 above, provide to the City all records that were stored electronically by Contractor, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

- 15.2 The failure of the Contractor to comply with the provisions set forth in this Section, or to comply with the City request for records, shall constitute a default and breach of this Contract, and the City shall, in its discretion, pursue any and all remedies against the Contractor provided for under this Contract or at law.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS BID, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 561-393-7740, BRCITYCLERK@MYBOCA.US, CITY HALL, CITY CLERK, 201 W. PALMETTO PARK ROAD, BOCA RATON, FL 33432.

16. SCRUTINIZED COMPANIES

- 16.1 Pursuant to Section 287.135, Contractor is ineligible to enter into, or renew, this Contract if:
- 16.1.1 Contractor is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List (as identified in Section 215.473, Florida Statutes);
 - 16.1.2 Contractor engages in business operations in Cuba or Syria; or
 - 16.1.3 Contractor is on the Scrutinized Companies that Boycott Israel List (as identified in Section 215.4725, Florida Statutes), or is engaged in a boycott of Israel.
- 16.2 By entering into this Contract, Contractor certifies that Contractor is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, and that Contractor is not engaged in a boycott of Israel. Contractor acknowledges that Contractor executed a certification to this effect at the time it submitted a response to the City's Invitation to Bid and that such certification was likewise accurate at the time of execution of this Contract.
- 16.3 Contractor shall notify the City if, at any time during the term of this Contract, Contractor is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, or that Contractor is engaged in a boycott of Israel. Such notification shall be in writing and provided by Contractor to the City within ten (10) calendar days of the date of such occurrence.
- 16.4 In the event the City determines, using credible information available to the public, that Contractor has submitted a false certification or Contractor is found to have been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel, the City may, in its sole discretion, terminate this Contract and seek a civil penalty, and other damages and relief, against Contractor, pursuant to Section 287.135, Florida Statutes. In addition, the City may pursue any and all other legal remedies against Contractor.
- 16.5 Contractor shall not seek damages, fees, or costs against the City in the event the City terminates the Contract pursuant to this provision.

17.0 E-VERIFY

By entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all employees hired after January 1, 2021 (as well as contractual employees whose contract is renewed after January 1, 2021) and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Contract is terminated for

a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. Should Contractor violate the requirements of Section 448.095, Fla. Stat., they shall be liable for any additional costs incurred by the City as a result of the termination of the Contract.

18.0 MISCELLANEOUS

- 18.1 Remedies. The remedies expressly provided in this Agreement to Owner shall not be deemed to be exclusive but shall be cumulative and in addition to all other remedies in favor of Owner now or later existing at law or in equity.
- 18.2 Nonwaiver. A waiver by either Owner or Contractor of any breach of this Contract shall not be binding upon the waiving party unless such waiver is in writing and duly signed by both parties to this Contract. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.
- 18.3 Severability. The invalidity, illegality, or unenforceability of any provision of this Contract, or the occurrence of any event rendering any portion or provision of this Contract void or voidable, shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void or voidable provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

The provisions of this section shall not prevent the entire Contract from being held void should a provision which is of the essence of the Contract be determined to be void by a court of competent jurisdiction.

- 18.4 Governing Law / Venue / Waiver of Jury Trial. This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held in Palm Beach County. **BY ENTERING INTO THIS CONTRACT, CONTRACTOR AND OWNER HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

19.0 ENTIRE CONTRACT

This Contract constitutes the entire agreement of the parties hereto and no prior representation, inducement, promise or agreement, oral or written, between the parties not embodied herein shall be of any force and effect. This Contract may only be amended or modified by a written document authorized and executed by the Parties, as provided herein.

IN WITNESS WHEREOF, the City of Boca Raton, at a regular meeting thereof, by action of the City Council authorizing and directing the foregoing be adopted, has caused these presents to be signed by its Mayor, and its seal to be hereunto affixed, and BLD Services, LLC has executed this Contract all as of the day and year first above written.

CITY OF BOCA RATON

Witness:

Mary Siddons
Cynthia McDonald

By: [Signature]
Leif Ahnell, C.P.A., C.G.F.O., City Manager

(Seal)

Approved by Council on December 13, 20 22

Item 9.A.8 Account Number 470.42.10001.54600011.535.0000000.0000

CONTRACTOR:

Attest:

[Signature]

Shirley Jarrell Wagner
Corporate Secretary
(affirm Corporate Seal)

By:

[Signature]
Signature

Witness:

Name: Jacob Trapani

Jeannie Vellafranco
Luisi Garcia

Title: Vice President
President or other duly authorized
Corporate Officer

Item #	Description	Qty	Unit	Unit \$	Total \$
E1	Install cured-in-place sectional pipe liners, 8-inch to 12-inch diameter (up to 6 feet in length, all depths)	6	EA	\$4,500.00	\$27,000.00
E2	Install cured-in-place sectional pipe liners, 8-inch to 12-inch diameter (per linear foot beyond 6 feet in length, all depths)	4	L.F.	\$750.00	\$3,000.00
E3	Install cured-in-place sectional pipe liners, 15-inch to 21-inch diameter (up to 6 feet in length, all depths)	2	EA	\$7,500.00	\$15,000.00
E4	Install cured-in-place sectional pipe liners, 15-inch to 21-inch diameter (per linear foot beyond 6 feet in length, all depths)	4	L.F.	\$1,250.00	\$5,000.00
E5	Install T-liner in 8-inch to 12-inch mains with 4-inch to 6-inch laterals, all depths (includes 25 feet of lateral)	30	EA	\$4,700.00	\$141,000.00
E6	Install T-liner in 15-inch to 18-inch mains with 4-inch to 6-inch laterals, all depths (includes 25 feet of lateral)	4	EA	\$6,900.00	\$27,600.00
E7	Install T-liner in 21-inch mains with 4-inch to 6-inch laterals, all depths (includes 25 feet of lateral)	2	EA	\$8,900.00	\$17,800.00
E8	Install T-liner in 4-inch to 6-inch laterals, all depths (per linear foot beyond 25 feet of lateral)	200	L.F.	\$100.00	\$20,000.00
E9	Install mainline/lateral connection repair system in 8-inch to 12-inch mains with 4-inch to 6-inch laterals, all depths (includes 25 feet of lateral)	30	EA	\$4,700.00	\$141,000.00
E10	Install mainline/lateral connection repair system in 15-inch to 18-inch mains with 4-inch to 6-inch laterals, all depths (includes 25 feet of lateral)	4	EA	\$6,900.00	\$27,600.00

Item #	Description	Qty	Unit	Unit \$	Total \$
E11	Install mainline/lateral connection repair system in 21-inch mains with 4-inch to 6-inch laterals, all depths (includes 25 feet of lateral)	2	EA	\$8,900.00	\$17,800.00
E12	Install mainline/lateral connection repair system in 4-inch to 6-inch laterals, all depths (per linear foot beyond 25 feet of lateral)	200	L.F.	\$100.00	\$20,000.00
E13	Transitional liner 6-inch to 4-inch	2	EA	\$750.00	\$1,500.00
E14	Lateral grouting (if required in preparation for T-liner or mainline/lateral connection repair system installation)	8	EA	\$500.00	\$4,000.00
E15	Recut lateral insufficiently reinstated by others	20	EA	\$750.00	\$15,000.00
E16	Grout annular space following recut of lateral insufficiently reinstated by others	20	EA	\$500.00	\$10,000.00
E17	Protruding service connection removal by internal means	6	EA	\$750.00	\$4,500.00
E18	Sewer main cleaning and TV inspection (6-inch through 12-inch)	3,600	L.F.	\$5.25	\$18,900.00
E19	Sewer main cleaning and TV inspection (15-inch through 21-inch)	1,800	L.F.	\$9.00	\$16,200.00
E20	Sewer lateral cleaning and TV inspection from main (up to 30 feet)	24	EA	\$450.00	\$10,800.00
E21	Sewer lateral cleaning and TV inspection from main (beyond 30 feet)	120	L.F.	\$5.00	\$600.00
E22	Sewer lateral cleaning and TV inspection from cleanout (up to 30 feet)	6	EA	\$300.00	\$1,800.00
E23	Sewer lateral cleaning and TV inspection from cleanout (beyond 30 feet)	60	L.F.	\$5.00	\$300.00
E24	Mechanical root or grease removal (12-inch and smaller)	1,200	L.F.	\$9.00	\$10,800.00
E25	Mechanical root or grease removal (15-inch through 21-inch)	600	L.F.	\$11.00	\$6,600.00
E26	Mechanical tuberculation/concrete removal (12-inch and smaller)	600	L.F.	\$25.00	\$15,000.00

Item #	Description	Qty	Unit	Unit \$	Total \$
E27	Mechanical tuberculation/concrete removal (15-inch through 21-inch)	300	L.F.	\$35.00	\$10,500.00
E28	Bypass pumping (6-inch through 10-inch sewer)	6	DAY	\$500.00	\$3,000.00
E29	Bypass pumping (12-inch and 15-inch sewer)	3	DAY	\$2,500.00	\$7,500.00
E30	Bypass pumping (18-inch through 21-inch sewer)	3	DAY	\$10,000.00	\$30,000.00
E31	Maintenance of traffic - residential street	55	SET-UP	\$650.00	\$35,750.00
E32	Maintenance of traffic - FDOT, Palm Beach County, or City arterial roadway	10	SET-UP	\$850.00	\$8,500.00
E33	Work in rear-yard easement (items E1 and E3)	3	EA	\$1,500.00	\$4,500.00
E34	Work in rear-yard easement (items E5 to E7)	8	EA	\$1,500.00	\$12,000.00
E35	Work in rear-yard easement (items E10 to E12)	8	EA	\$1,500.00	\$12,000.00
E36	Work in rear-yard easement (items E15 and E16)	4	EA	\$1,500.00	\$6,000.00
E37	Work in rear-yard easement (items E18 to E20 and E22)	20	EA	\$1,500.00	\$30,000.00
E38	Expedited mobilization	3	EA	\$2,500.00	\$7,500.00
E39	Allowance	1	AL	\$20,000.00	\$20,000.00
TOTAL					\$766,050.00

CERTIFICATE OF CORPORATE AUTHORITY

BID NO. 2022-021
Sanitary and Storm Sewer Rehabilitation

I, Shirley Jarrell Wagner, certify that I am the **Secretary** of the corporation named as Contractor in **Bid No.2022-021**; that Jacob Trapani who signed the said Contract on behalf of the Contractor, was then Vice President of said corporation; that I know the seal of said corporation; that said seal has been affixed to this Contract; and that it was so affixed by order of said official of the Corporation; that I know his/her signature, and such signature hereto is genuine; and that he/she signed this Contract by authority of the directors of said Corporation.

Dated this 18th day of January, 20 23.



Corporate Secretary
Shirley Jarrell Wagner

(Corporate Seal)

**ACKNOWLEDGEMENT OF CONTRACTOR,
OF A LIMITED LIABILITY CORPORATION
OR PARTNERSHIP**

**BID NO. 2022-021
Sanitary and Storm Sewer Rehabilitation**

State of _____ as:

County of _____

On this _____ day of _____, 20____, before me personally came and appeared _____, to me known, and known to me to be one of the members of the firm of _____ described in and who executed the foregoing instrument and he/she acknowledged to me that he/she executed the same as and for the act and deed of said firm and that he/she is duly authorized to bind such firm.

Notary Public

(Seal)

**ACKNOWLEDGMENT OF CONTRACTOR,
IF AN INDIVIDUAL**

State of _____ as:

County of _____

On this _____ day of _____, 20____, before me personally came and appeared _____, to me known, and known to be to be the person described in and who executed the foregoing instrument and acknowledged that he/she executed the same.

Notary Public

(Seal)

**ACKNOWLEDGMENT OF CONTRACTOR,
IF CORPORATION**

BID NO. 2022-021

Sanitary and Storm Sewer Rehabilitation

State of Louisiana
as:
County of Jefferson

On this 18th day of January, 20 23, before me personally came and appeared
Jacob Trapani, to me known, who, being by me duly sworn, did depose
and say that he/she resides at
2424 Tyler Street, Kenner, LA 70062

that he/she is the Vice President

of BLD Services, LLC

the corporation described in and which executed the foregoing contract; that he knows the seal
of said corporation; that one of the impressions affixed to said contract is an impression of such
seal; that he is the proper official of said corporation designated to execute such contract, that
he/she has authority so to do, that he/she executed same for and in behalf of said corporation,
and that his/her act is the act and deed of said corporation.

Witness my hand and official notarial seal at Kenner, Louisiana

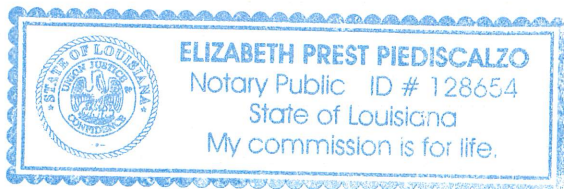
the day and year above written.

E. Piediscalzo

Notary Public

(Seal)

My Commission Expires: AT DEATH



PUBLIC CONSTRUCTION BOND

BY THIS BOND, WE, BLD Services, LLC, as Principal and Hartford Accident and Indemnity Company a Corporation, as Surety, are bound to the City of Boca Raton, Florida, hereinafter referred to as "Owner", in the sum of \$ 495,000.00, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract dated February 23rd, 2023 between Principal and Owner for construction of Sanitary and Storm Sewer Rehabilitation, **Bid No. 2022-021**, the Contract being made a part of this bond by reference, in the time and in the manner prescribed in the Contract, and;
2. Promptly makes payment to all claimants, as defined in Section 255.05 (1), Florida Statutes, supplying Principal with labor, materials and supplies, used directly or indirectly by Principal in the prosecution of the Work provided for in the Contract, and;
3. Pays Owner all loss, damages, expenses, costs, and attorney's fees, including appellate proceedings, and including any liquidated damages or actual damage caused by the delay of performance of Contractor, that Owner sustains because of a default by Principal under the Contract, and;
4. Performs the guarantee of all Work and materials furnished under the Contract for the time specified in the Contract; then this bond is void; otherwise it remains in full force. Any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this bond. Any increase in the total contract amount as authorized by the Owner shall accordingly increase the Surety's obligation by the same dollar amount of said increase. Contractor shall be responsible for notification to Surety of all such changes. subsection (2) of Section 255.05, Florida Statutes as amended for the notice and time limitations for claimants.
5. This Bond is intended to comply with the provisions of Section 255.05, Florida Statutes, and all terms and conditions of said Statutes are incorporated herein by reference thereto. In the event of any conflict, ambiguity or discrepancy between Section 255.05 of the Florida Statutes and this Bond, the Florida Statutes section 255.05 shall control. No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Owner and those persons or corporations provided for by said Statute, their heirs, executors, administrators, successors or assigns. All claimants and other parties claiming any interest in this Bond are expressly referred to Section 255.05, including particularly the notice and time limitation provisions of that section.

Dated on February 23rd, 20 23.

PRINCIPAL:

BLD Services, LLC

Principal

By: _____

Signature Jacob Trapani

Title: Vice President

Address 2424 Tyler Street

Kenner, LA 70062

(Seal)

ATTEST:

Shirley Jarrell Wagner
Corporate Secretary
Shirley Jarrell Wagner

Beeth Pridiscabze
Witness to Principal

(Address)

SURETY:

Hartford Accident and Indemnity Company

Surety

Cathy P. Grace
Attorney-in-fact Cathy P. Grace

(Seal)

See Power of Attorney Attached
Surety

Brad M. Grace
Witness as to Surety
Brad M. Grace

11505 Perkins Road, Bldg. 2-D

Address

Baton Rouge, LA 70810

Telephone: (225) 938-0112

Email: cathy@cpgrace.com

David R. Hoover, Florida Resident Agent

15050 NW 7th Ct., Ste. 200, Miami Lakes, FL 33016-5810
Address

A122785
License No.

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners must execute bond.

IMPORTANT: Surety companies executing bonds **must** appear and remain on the Treasury Department's most current list (Circular 570 as amended) during construction, guarantee and warranty periods, **and be authorized to transact business in the State of Florida**, and be pre-approved by the Owner.

Bond shall be a minimum bond rating of Best's rating of "A" and Best's Financial size category of not less than Class VII.



EPA New England Water Infrastructure Outreach provides tools, examples, and technical assistance for water infrastructure operators and managers, local officials, and other decision-makers for more effective and sustainable water infrastructure management. For more information see <http://www.epa.gov/region1/sso/toolbox.html>

Private Sewer Laterals

June 2014

Portions excerpted from [State of Technology for Rehabilitation of Wastewater Collection Systems](#) (EPA/600/R-10/078)

Private sewer laterals are the portion of the sewer network connecting individual and private properties to the public sewer system. Laterals are often in poor condition, and can have a significant impact on the performance of the sewer system and treatment plant. Cracked or broken laterals can allow groundwater and infiltrating rainwater (clean water) to enter into the sewer system which, at high levels, can cause problems at the treatment facility or overload the sewers and cause sanitary sewer overflows (SSOs).

The condition of sewer laterals can affect the results of sewer system rehabilitation programs, particularly those programs investigating and addressing capacity and inflow and infiltration (I&I) issues. For example, after infiltration in a main sewer line has been corrected through rehabilitation, the groundwater level can rise and cause infiltration problems in adjacent sewer laterals (and can also result in water infiltration into nearby basements). This means that repairing or replacing sewer mains to remove infiltration may be less effective in reducing I&I than predicted until the laterals also are fixed.

Typically, private laterals make up about half of the total length of a sewer system. Even when the system-wide impact of infiltration is not an issue, defective laterals can cause sewer backups, and can be an important issue of concern in public works agencies. The owners of the laterals may be unaware of these problems or unwilling to fix them if the consequences do not directly affect them.

Figure shows a typical layout for a residential sewer lateral connecting to a mainline in a street, together with illegal drain connections and some of the conditions that can contribute to high I&I.



Courtesy King County
Dept. Natural Resources and Parks

Clean water can be directed into the sanitary sewer system through other private connections. The need to remove sources of non-wastewater “inflow” into the sanitary sewer system from private property is another concern for wastewater managers. These inflow sources can include connections from roof and driveway drains and from basement sump pumps. These inflows were once permitted in many communities, but are now typically prohibited. In general, removal of inflow sources represents one of the more cost-effective ways of removing unwanted water from a wastewater collection system.

Newer laterals are generally installed with polyvinyl chloride (PVC) pipe, but according to a Water Environment Research Foundation survey over fifty percent of private laterals are vitrified clay pipe (VCP). VCP is prone to root intrusion, cracks, joint misalignment and general leakage, and private laterals are estimated to contribute about 40 percent of a system’s infiltration and inflow.

Lateral Renewal Decision-Making. After identifying problems related to the condition of sewer laterals, a sewer department will need to determine how or whether to address these problems. Criteria may include the direct cost-effectiveness of sewer lateral renewal (avoided cost versus incurred cost), but may also need to include more general considerations affecting public health, the environment, and quality of life.

Even when looking at only the direct cost-effectiveness of lateral renewal, it is important to see it in the broader context of “where, how and when” the I&I affects the system and treatment plant. Repairing the laterals in one small basin may not *appear* to be cost-effective if the savings are calculated only by multiplying the reduction in total quantity of sewage conveyed annually by the average cost of conveyance/treatment per 1,000 gallons of sewage. However, the same repair may be cost-effective if it prevents peak flows from exceeding maximum design flows at lift stations or at the wastewater treatment plant (WWTP), or if it eliminates the need to upsize parts of the collection system.

Because of the large investments required to bring most sewer systems up to standards, rehabilitation and capacity-building efforts may take many years; therefore, repair and renewal efforts must be prioritized over time. System needs and prioritization will then guide development of a strategy to deal with sewer laterals (i.e., whether it is necessary to address the condition of laterals; the approach; how to finance; access issues; and public awareness). The use of pilot projects for lateral rehabilitation has proved useful in many cities that have identified problem I&I. Pilot projects can provide area-specific as well as system-wide data.

Private Property Issues. Even when a municipality has concluded that their sewer laterals present a problem they are still often reluctant to move ahead. Frequently it is because the buried sewer laterals that are presenting a problem to the municipality are not causing an obvious problem to the owners of the laterals. This makes dealing with private property owners over sewer lateral repairs a difficult issue.

Most private property owners have no idea of the condition of their sewer laterals and they will see little or no direct personal benefit from the cost to repair their lateral. Linked to the legal issues of ownership, who should pay, etc., are also questions of legal right of access to the

private property for inspection and repair work, as well as legal liability for accidents during inspection or repair work. Some key issues/options regarding legal and liability matters are:

- > Some states prohibit spending public money for private gain (i.e., improving private property by paying for rehabilitation of private laterals). This issue has been addressed successfully in the courts by arguing that the private gain is only incidental to a larger public gain, resulting from fewer sewer overflows and decreased sewage treatment costs.
- > Procedures for entering private property to conduct inspection and repair work vary widely across the U.S. Local ordinances can be checked and modified if necessary.
- > Many municipalities regard taking any additional responsibility for private sewer laterals as a major concern in terms of additional work and public liaison. Other municipalities are more proactive, seeing themselves as being in the best position to do something about lateral problems by providing homeowner-friendly programs, even if they do not take financial responsibility for the work.
- > Having the political will to force homeowner compliance is often an issue with elected officials who have to approve the program. Outreach can educate officials of the costs and benefits of action.

Financing Issues. Programs to address issues with private laterals can be much more successful with less public resistance if the financial aspects, as well as the legal aspects, are carefully considered. Some considerations include:

- > For wealthier neighborhoods, financing options can make it easy for the homeowner to agree to and proceed with the repair. For low-income neighborhoods, some kind of financial assistance or deferral of payment until property sale may be essential to pursuing a program.
- > Sewer lateral repair may provide enough public good that a community may decide to pay for it. A few cities have decided to put up all of the money for the program.
- > Financing repairs with insurance - a warranty program approach where the homeowner essentially pays an insurance premium against the cost of a malfunctioning sewer system has been adopted by some cities.
- > Using a mandatory inspection at the time of sale and a requirement to have the lateral in proper condition before the property is transferred allows the cost of lateral repair to be paid at a time that money is available from the property sale.
- > A city can use its program size to bid or negotiate uniform and low costs for lateral repairs. A homeowner can opt to bid the work themselves, but a quick check on an individual price can often convince them that joining the city program is an opportunity to take care of the problem at a lower price and with less effort.

Inspection Technologies. Table 2 lists the common methods used for laterals inspection. More detailed discussions of these methods can be found in EPA’s [Condition Assessment of Wastewater Collection Systems](#).

Table 2: Methods for Inspection of Sewer Laterals

Method	Description
Building inspections	Identifies uncapped cleanouts and various connections to the laterals.
Smoke testing	Identifies various connections and defective service laterals.
Dye water flooding	Identifies defective laterals and various connections to the sewer lateral.
Mainline CCTV	Identifies “suspect” laterals and may be able to inspect first few feet of the lateral.
Lateral CCTV	Identifies location and size of active leaks and some inactive leaks (water stains); also identifies change in pipe material/diameter along the lateral, sags, bends, etc.
Pressure testing	Identifies existence of both active and passive leaks.
Electro scanning	Identifies existence of both active and passive leaks in non-conductive pipes.

Condition Assessment and Recordkeeping. The inspection data from a few sewer laterals may be representative of the condition of other laterals in the same sewer basin of the same material and date of construction. Decisions about whether the rehabilitation or replacement of a particular lateral is necessary can be made on the basis of this assessment, or may be made based on other system criteria. For example, laterals may be rehabilitated at the same time as mainline segments, as was done in Nashville and Davidson County, TN, or, all non-PVC laterals may be renewed in a sub-basin being rehabilitated, as was done in Sarasota, FL. However, in many agencies’ programs, only laterals proven to be defective qualify for repair.

The condition assessment will normally be based both on infiltration conditions in the lateral and on the lateral’s structural condition. The assessment will document any evidence of the presence of infiltration along with any structural defects. Table 3 indicates the typical data sources and assessment parameters used for different aspects of condition assessment.

Table 3: Basis for Condition Assessment

Assessment Type	Data Source	Basis of Assessment
Infiltration assessment	CCTV	Visible joint infiltration
	Visible joint infiltration	Evidence of periodic leaking
	Digital scanning	Evidence of periodic leaking
	Pressure testing	Exfiltration rates
Structural assessment	CCTV/digital scanning	Qualitative descriptions
		Quantitative scoring of individual defects and aggregated scores for pipe sections
Operating conditions	CCTV/digital scanning	Qualitative descriptions (e.g., tree roots, debris, blockages)
Other defects	CCTV/digital scanning	Qualitative descriptions (e.g., construction defects such as hammer tap lateral connections)

Standardization of defect codes is just as important for sewer laterals as for mainline condition assessments. NAASCO's Pipeline Assessment Certification Program (PACP) observation codes are useful in describing and cataloging lateral conditions.

Summary. One of the long-term goals for managing wastewater collection systems is to understand the most effective rehabilitation procedures with the lowest life-cycle cost. Determining if excessive infiltration and/or inflow are significantly impacting your collection or treatment system is a task that stands on its own. If infiltration is a significant issue within your system, it is almost guaranteed that private laterals are a part of the problem. An issue for most municipalities when considering developing a lateral rehabilitation program is whether the cost and effort of the program can be justified by the potential public benefit (e.g., reduced treatment costs, reclaiming capacity, and avoiding sewage overflows). There are numerous examples of municipalities that have implemented an infiltration reduction program and many of them have included private laterals. Not addressing private laterals would be an incomplete investigation. Fortunately, municipalities throughout the country have begun to address these issues and have developed some innovative models and financing arrangements to move beyond the barriers.

EPA's [Guide for Estimating Infiltration and Inflow](#) provides further information on estimating I&I in your sewer system.

Further information and References

EPA [State of Technology for Rehabilitation of Wastewater Collection Systems](#) (EPA/600/R-10/078) July 2010

EPA [Condition Assessment of Wastewater Collection Systems](#) (EPA/600/R-09/049) May 2009

King County [Storm Water & Ground Water in Sewers is a Regional Problem](#)

Vancouver [An Approach Towards Private Sewer Lateral Certification in Real Estate Transactions](#)
February 2013

Water Environment Federation [WEF Private Property Virtual Library](#)



**Special Meeting
Agenda Item #8
Sanitary Sewer Main
Pipes**

**CITY OF NEPTUNE BEACH
CITY COUNCIL MEETING
STAFF REPORT**

AGENDA ITEM:	Clean and televise various sanitary sewer pipes
SUBMITTED BY:	Deryle Calhoun, P.E. Public Works Director
DATE:	August 13, 2024
BACKGROUND:	CONB operates approximately 31 miles of gravity sanitary sewer of which about nine miles is constructed of vitrified clay (VC) pipe which was replaced as material of choice by plastics in the 1980s. VC is subject to leaking joints and failure due to cracking. Failing pipes introduce groundwater into the system which reduces treatment plant capacity. Saltus Engineering is assisting CONB with investigating possible sources of Inflow and Infiltration (I&I) into the sanitary sewer system in compliance with FDEP permit and a Consent Order which followed overflow events. Various parts of the system have been identified for investigation based on pump run times, manhole-installed flow monitors and staff tribal knowledge. A significant amount of I&I is suspected of being present. This request focuses on the Indian Woods subdivision which has deeper VC pipes located in areas of higher groundwater near the Intracoastal Waterway. Staff received a quote from Insituform Technologies, LLC to clean and televise approximately 6,800 feet of pipe utilizing pricing in a City of St. Augustine contract. The City Attorney has approved utilizing this contract as a piggyback.
BUDGET:	As of 8/13/24 Sewer Repair and Maintenance 401-4335-535-30-46 has insufficient balance for this request. A budget transfer from Sewer Professional Services 401-4335-535-30-31 is proposed. Total budget \$369,930.00 with YTD Activity of \$148,595.42.
RECOMMENDATION:	Approval of award to Insituform Technologies, LLC in the amount of \$42,084.10 with staff authorization for change orders up to 10% of award.

	• Cleaning pricing is based on assumed heavy cleaning; pipe segments which require only one cleaning pass will be billed as light cleaning • Any required root removal or tuberculation removal will be billed at the unit price noted
ATTACHMENT:	• Quote from Insituform Technologies, LLC • Piggyback contract with City of St. Augustine • Contract Second Renewal Agreement

8-12-24

Lucas Bridges
Distribution and Collections Division Chief
City of Neptune Beach
2010 Forest Ave
Neptune Beach, FL 32266
dcchief@nbfl.us

Re: Cost Proposal – City of Neptune Beach – Clean/TV Only Project

Luke,

Insituform Technologies, LLC, ("ITLLC") is pleased to provide the following proposal to the **City of Neptune Beach**, hereinafter referred to as "Customer", for the scope of work detailed below for the above-referenced Project. This proposal is based off the City of St. Augustine Contract #PW2020-06 Sanitary Sewer Cleaning, Inspection and Renewal.

PROPOSAL PRICING

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

Bid Item per Docs	Description	Measure	Quantity	Bid Price	Total
HC5	Cleaning & Inspection of Sanitary Sewers Heavy Cleaning 6" Diameter	LF	263	\$4.20	\$1,104.60
HC6	Cleaning & Inspection of Sanitary Sewers Heavy Cleaning 8 & 10" Diameter	LF	6,541	\$3.40	\$22,239.40
RC4	Cleaning & Inspection of Sanitary Sewers Root Removal 8" Diameter (IF NEEDED)	LF	0	\$1.10	\$0.00
DS4	Cleaning & Inspection of Sanitary Sewers Tuberculation Cleaning 8" Diameter (IF NEEDED)	LF	1	\$17.90	\$0.00

TV5	Cleaning & Inspection of Sanitary Sewers CCTV Inspection 6" Diameter	LF	263	\$1.40	\$368.20
TV6	Cleaning & Inspection of Sanitary Sewers CCTV Inspection 8" Diameter	LF	6,541	\$1.40	\$9,157.40
TM4	Maintenance of Traffic Traffic Control – MOT 601 or 602	Day	2	\$2,238.80	\$4,467.60
M1	Mobilization Mobilization for 20 work day period	Ea	1	\$4,746.90	\$4,746.90
	TOTAL				\$42,084.10

INSITUFORM SCOPE OF WORK / RESPONSIBILITIES

ITLLC will provide the following:

1. Mobilization and demobilization of personnel, equipment, and materials to and from the Project site. The price presented is based upon one (1) instance of mobilization and demobilization.
2. Internal reinstatement of all service connections as directed by the Customer or their representative.
3. Cleaning and CCTV inspection of the proposed pipe.
4. Standard insurance coverage with the following limits:
General Liability: \$2,000,000 per occurrence/\$4,000,000 aggregate
Auto: \$2,000,000 Combined Single Limit
Workers Compensation: Statutory with \$1,000,000 Employer's Liability
The above insurance shall not include Primary and Non-Contributory Coverage and ITLLC shall not provide a Waiver of Subrogation endorsement.

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

ASSUMPTIONS AND QUALIFICATIONS

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

1. ITLLC assumes the work will be completed during dry weather conditions.
2. Quantities are estimated. Customer shall be invoiced for actual quantities at the above unit prices.
3. ITLLC is an open-shop company and shall not be subject to any union requirements or agreements and will not enter into any Project Labor Agreement or any such similar agreement for this Project. Where required by the Contract Documents, ITLLC will pay the Prevailing Wages then in effect for the Project and will submit Certified Payroll Reports in a timely manner.
4. **This proposal assumes the 6" and 8" pipes are VCP. If these pipes are DI or CI, ITLLC will have to readjust pricing to reflect tuberculation removal.**

EXCLUSIONS:

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

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

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

GENERAL TERMS AND CONDITIONS:

ITLLC's Proposal is conditioned and shall adhere to the General Terms and Conditions written in the City of St. Augustine Contract #PW2020-06 Sanitary Sewer Cleaning, Inspection and Renewal.

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

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

Very truly yours,

Insituform Technologies, LLC.

Dave Raymond

Dave Raymond
Commercial Manager

**CONSTRUCTION SERVICES AGREEMENT
BETWEEN THE
CITY OF ST. AUGUSTINE
AND INSITUFORM TECHNOLOGIES, LLC
FOR SANITARY SEWER CLEANING, INSPECTION AND RENEWAL**

THIS AGREEMENT is entered into by and between the CITY OF ST. AUGUSTINE ("the City"), whose address is P. O. Box 210, St. Augustine, Florida 32085-0210, and INSITUFORM TECHNOLOGIES, LLC ("Contractor"), whose address is 17988 Edison Avenue, Chesterfield, Missouri 63005. All references to the parties hereto include the parties, their officers, employees, agents, successors, and assigns.

In consideration of the payments hereinafter specified, the covenants and conditions of this Agreement, and other good and valuable consideration, the adequacy of which is hereby acknowledged, Contractor agrees to furnish and deliver all materials and perform all services and labor required for ("the Work"). In accordance with RFP Number PW2020-06, Contractor shall complete the Work in conformity with this Agreement, which consists of and incorporates all of the following documents: (1) advertisement for proposals; (2) Instructions to Respondents; (3) addenda; certifications, and affidavits; (4) proposal submittals; and (5) this Agreement, including the Scope of Work, Specifications, General Conditions and any Special Conditions or other attachments. If any provision in the body of this Agreement conflicts with any attachment hereto, the terms of this Agreement shall prevail unless the referenced attachment is a requirement pursuant to grant funding. This Agreement, including attachments, shall take precedence over all solicitation documents (items 1 - 4). The parties hereby agree to the following terms and conditions.

1. TERM OF AGREEMENT

- (a) The term of this Agreement shall run from the Effective Date to the Final Completion Date. Time is of the essence for each and every aspect of this Agreement. Where additional time is allowed to complete the Work, the new time limit shall also be of the essence. All provisions of this Agreement that by their nature extend beyond the Completion Date shall survive termination or expiration of this Agreement.
- (b) **Effective Date.** The Effective Date is the date upon which the last party to this Agreement has dated and executed the same.
- (c) **Completion Date.** The Completion Date of this Agreement is September 30, 2021, unless extended by mutual written agreement of the parties. The Completion Date for specific work orders shall be the time for completion stated in the work order; which shall be agreed upon by both parties.
- (d) This Agreement may be renewed by mutual and written consent of each party for no more than a total of four (4) consecutive years.

2. COMMENCEMENT OF WORK

- (a) Contractor shall commence the Work within fourteen (14) days of issuance of a Work Order by the City, this date shall be known as the "Commencement Date." Contractor shall prosecute the Work regularly, diligently, and uninterruptedly so as to complete the Work ready for use in accordance with the Scope of Work and the time for completion stated therein. Contractor shall not commence the Work until any required submittals are received and approved.

3. LIQUIDATED DAMAGES

- (a) If Contractor neglects, fails, or refuses to satisfactorily complete the Work by the Completion Date, Contractor shall, as a part of the consideration for this Agreement, pay the City the amount stipulated herein, not as a penalty, but as liquidated damages for such breach, for each calendar day Contractor is in default thereafter. This amount is fixed and agreed upon between the parties due to the impracticability and extreme difficulty of ascertaining the actual damages the City would sustain in such event. The amount of liquidated damages shall be \$500.00 per day. Liquidated damages shall be deducted from payments as they become due and may be deducted from the retainage due upon completion. They constitute an agreed-upon liquidated sum solely for consequential damages attributable to delay and are not a substitute for any other consequential damages incurred by the City, such as the cost of finding a replacement Contractor for completion of the Work if this Agreement is terminated by the City for non-performance.
- (b) Contractor shall not be charged with liquidated damages or any excess cost when the City determines that Contractor's reasons for the time extension are acceptable in accordance with **FORCE MAJEURE; DELAYS; EXTENSION OF COMPLETION DATE, as described below**. A written extension of the Completion Date constitutes a waiver of liquidated damages to the new Completion Date unless expressly provided therein to the contrary.

4. DELIVERABLES

- (a) The Work is specified in the Scope of Work, Exhibit A. Contractor shall deliver all products and deliverables as stated therein. Contractor is responsible for the professional quality, technical accuracy, and timely completion of the Work. Both workmanship and materials shall be of good quality. Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials provided. Unless otherwise specifically provided for herein, Contractor shall provide and pay for all materials, labor, and other facilities and equipment necessary for performance of the Work. The City's Project Manager shall make a final acceptance inspection of the deliverables when completed and finished in all respects.
- (b) If not otherwise addressed in the Scope of Work and/or Specifications, upon written request, Contractor shall submit written progress reports to the City's Project Manager at the frequency requested in the form approved by the Project Manager at no additional cost to the City. The progress report shall provide an updated progress schedule, taking into account all delays and approved changes in the Work. Failure to provide a progress report will be cause to withhold payment.

5. OWNERSHIP OF DELIVERABLES

All deliverables, including Work not accepted by the City, are City property when Contractor has received compensation therefor, in whole or in part. Any City source documents or other City or non-City documents, specifications, materials, reports, or accompanying data developed, secured, or used in the performance of the Work, excluding proprietary materials, as outlined in the Statement of Work, are City property and shall be safeguarded and provided to the City upon request. City plans and specifications shall not be used on other work and, with the exception of the original plans and specifications, shall be returned to the City upon request. This obligation shall survive termination or expiration of this Agreement.

6. FUNDING OF AGREEMENT

- (a) For satisfactory performance of the Work, the City agrees to pay Contractor in accordance with the Unit Price Schedule, Exhibit D and as set forth in each Work Order and billed in accordance with the terms of the Work Order.

7. PAYMENT OF INVOICES

- (a) Contractor shall submit monthly itemized invoices by one of the following two methods: (1) by mail to the City of St. Augustine, Financial Management, P. O. Box 210, St. Augustine, FL 32085-0210, or (2) by e-mail to purchasing@citystaug.com. Each invoice shall be submitted in detail sufficient for proper pre-audit and post-audit review. If necessary, for audit purposes, Contractor shall provide additional supporting information as required to document invoices.

8. CONTRACT PAYMENT AND COMPLIANCE WITH THE LOCAL GOVERNMENT PROMPT PAYMENT ACT

- (a) Each month, the Contractor shall submit an application for payment for work performed to that point. The Owner will process and issue payment in compliance with the requirements of the Florida Local Government Prompt Payment Act as described below. Final payment in the amount of ten percent (10%) of the total project amount will be retained pending final inspection and acceptance of the project by the Owner and proof of complete payment to all subcontractors and suppliers.
- (b) All invoices shall include the following information: (1) City contract number; (2) City encumbrance number; (3) City work-order number, if applicable; (4) Contractor's name and address (include remit address, if necessary); (5) Contractor's invoice number and date of invoice; (6) City Project Manager or Work Order Manager, if applicable; (7) Contractor's Project Manager; (8) supporting documentation as to cost and/or project completion (as per the cost schedule and other requirements of the Statement of Work; for work-orders, see special requirements under **WORK ORDERS**); (9) Progress Report (if required); (10) Diversity Report (if otherwise required herein). Invoices that do not correspond with this paragraph shall be returned without action, stating the basis for rejection. Payments shall be made within twenty (20) business days of receipt of an approved invoice. Disputes regarding invoice sufficiency are resolved pursuant to the dispute resolution procedure of this Agreement.
- (c) As conditions precedent to final payment under this Contract, the Contractor shall furnish any manufacturers' guarantees or warranties for materials provided or equipment installed in the Work; shall have performed all other requirements pursuant to the Contract Documents; shall warrant all workmanship for a period of one (1) year after the date of final acceptance of the Work by the Owner and shall furnish signed copies of the Contractor's Warranty Guarantees signed by Contractor, subcontractors, materialsmen, suppliers, laborers or others furnishing work, labor, materials, machinery or fixtures in the performance of the Work. The City shall be the expressly designated beneficiary of any and all Warranty Guarantees. Acceptance of any Work or any possession taken by Owner shall not operate as a waiver of any provision of the Contract Documents or any right or power reserved to Owner, including any right to damages provided in the Contract Documents.

- (d) In order to comply with the provisions of the Florida Local Government Prompt Payment Act, the City designates the following as its Agent:
1. James Wheeler, P.E.
Public Works Department
City of St. Augustine
P.O. Box 210
St. Augustine, FL 32085-0210
904-209-4276 (Office)
904-209-4286 (Fax)
Email: jwheeler@citystaug.com
 2. The City's Agent is required to review invoices or payment requests prior to processing for payment.
 3. The due date for payment of construction services by the City shall be determined as follows:
 - a) If the City's agent must approve the payment request or invoice submitted by the Contractor before the payment request or invoice is submitted to the City, payment shall be due twenty-five (25) business days after the date on which the payment request or invoice is stamped as received as provided in Section 218.74(1), F.S. The Contractor may send the City an overdue notice. If the payment request or invoice is not rejected within four (4) business days after delivery of the overdue notice, the payment request or invoice shall be deemed accepted, except for any portion of the payment request or invoice that is fraudulent or misleading.
 - b) If the City's agent need not approve the payment request or invoice submitted by the Contractor, payment is due twenty (20) business days after the date on which the payment request or invoice is stamped as received as provided in Section 218.74(1), F.S.
 - c) If a payment request or invoice submitted by the Contractor does not meet the contract requirements, the City must reject the payment request or invoice within twenty (20) business days after the date on which the payment request or invoice is stamped as received as provided in Section 218.74(1), F.S. The rejection must be written and must specify the deficiency and the action necessary to make the payment request or invoice proper.
 - d) If a payment request or invoice is rejected and the Contractor submits a payment request or invoice which corrects the deficiency, the corrected payment request or invoice must be paid or rejected ten (10) business days after the date the corrected payment request or invoice is stamped as received as provided in Section 218.74(1), F.S.
 - e) If a dispute between the City and the Contractor cannot be resolved by the procedure described above, the dispute shall be resolved in accordance with the dispute resolution procedure described in Section 217.76(2), F.S.

- f) If the City disputes only a portion of a payment request or invoice submitted by the Contractor, the City shall pay the undisputed portion in a timely manner in accordance with subsections (a) and (b) above.

4. Punch List

- a) For projects less than \$10,000,000.00.
Within thirty (30) calendar days of reaching Substantial Completion of the Work as defined in the Contract or, if not defined in the Contract, upon reaching beneficial occupancy or use, the City's Project Manager, the Project Engineer and the Contractor shall review the work, note any deficiencies and develop a single list of items required to render the construction services purchased by the City complete, satisfactory and acceptable. The list shall be delivered to the

Contractor no later than five (5) calendar days after it has been developed and reviewed.

- b) For projects more than \$10,000,000.00.
Within thirty (30) calendar days or, if extended by Contract, up to sixty (60) calendar days, of reaching Substantial Completion of the Work or, if not defined in the contract, upon reaching beneficial occupancy or use, the City's Project Manager, the Project Engineer and the Contractor shall review the Work, note any deficiencies and generate a list of items required to render the construction services purchased by the City complete, satisfactory and acceptable. The list shall be delivered to the Contractor no later than five (5) days after it has been developed and reviewed.

- c) The Final Contract Completion Date shall be no fewer than thirty (30) days after delivery of the list of items. If the list is not provided to the Contractor by the agreed upon date for delivery of the list, the Contract Term for completion shall be extended by the number of days the City exceeded the delivery date.

- (e) **Payments withheld.** The City may withhold or, on account of subsequently discovered evidence, nullify, in whole or in part, any payment to such an extent as may be necessary to protect the City from loss as a result of: (1) defective Work not remedied; (2) failure of Contractor to make payments when due to subcontractors or suppliers for materials or labor; (3) failure to maintain adequate progress in the Work; (4) damage to another contractor; or (5) any other material breach of this Agreement. Amounts withheld shall not be considered due and shall not be paid until the ground(s) for withholding payment have been remedied.

- (f) **Payments.** The City shall pay Contractor one hundred percent (100%) of each approved invoice.

- 9. **COST OF LIVING INCREASES.** A Consumer Price Index ("CPI") – based Cost Schedule increase may be requested in writing no later than three months before the contract renewal date. The increase will be limited to the lesser of five percent or the result of the CPI percentage increase calculation expressed below. The CPI percentage increase shall be calculated by using the Consumer Price Index for All Urban Consumers ("CPI-U") numbers provided by the Bureau of Labor Statistics. The CPI percentage increase shall be calculated by subtracting from the most recent May CPI-U number the CPI-U number for the previous May, then dividing the remainder by the previous May's number, and finally, multiplying the quotient by 100. Cost Schedule

increases shall be prorated based upon the number of calendar months in the City's fiscal year that the contract has been in effect. (For example, a cost schedule increase for renewal of a contract initiated in March (six months into the City's fiscal year), would be limited to the lesser of either one-half of the CPI percentage increase or 2.5 percent upon renewal in October.) In the event this contract includes a provision for fuel adjustment, and an upward fuel adjustment is made during the contract year, the CPI percentage increase shall be multiplied by the percentage of the Total Compensation allocated to non-fuel costs. For example, if it is determined that the cost of fuel is 20 percent of the Total Compensation, the CPI percentage increase shall be multiplied by 0.8.

10. **PAYMENT AND RELEASE** Contractor's acceptance of final payment shall constitute a release in full of all Contractor claims against the City arising from the performance of this Agreement, with the exception of any pending claims for additional compensation that have been documented and filed as required by this Agreement.
11. **INDEMNIFICATION** Contractor shall indemnify and hold harmless, release, and forever discharge the City, its public officers, employees, agents, representatives, successors, and assigns, from any and all 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 misconduct of the Contractor, its employees or sub-contractors, in the performance of the Work and resulting from damages to property, personal injury, or loss of life.
12. **INSURANCE AND PERMITS.** Contractor shall acquire and maintain, at its own expense, all permits, and licenses required by law and shall maintain the same in full force and effect. Contractor is responsible for conformance with all State and Federal regulations and requirements. City of St. Augustine permit fees shall be waived.

Contractor shall provide all insurance required by Exhibit B, Insurance Requirements, and shall not commence Work until it has provided Certificates of Insurance to the City as per Exhibit B. Receipt of Certificates of Insurance indicating less coverage than required does not constitute a waiver of the Insurance Requirements. Contractor waives its right of recovery against the City to the extent permitted by its insurance policies. Contractor's insurance shall be considered primary, and City insurance shall be considered excess, as may be applicable to Contractor's obligation to provide insurance.

13. **FUNDING CONTINGENCY.** This Agreement is at all times contingent upon funding availability, which may include a single source or multiple sources, including, but not limited to: (1) ad valorem tax revenues appropriated by the City's Commission; (2) annual appropriations by the Florida Legislature, or (3) appropriations from other agencies or funding sources. Agreements that extend for a period of more than one Fiscal Year are subject to annual appropriation of funds in the sole discretion and judgment of the City's Commission for each succeeding Fiscal Year. Should the Work not be funded, in whole or in part, in the current Fiscal Year or succeeding Fiscal Years, the City shall so notify Contractor and this Agreement shall be deemed terminated for convenience five (5) days after receipt of such notice, or within such additional time as the City may allow. For the purpose of this Agreement, "Fiscal Year" is defined as the period beginning on October 1 and ending on September 30.
14. **PROJECT MANAGEMENT AND PERSONNEL**
 - (a) The Project Managers listed below shall be responsible for overall coordination and management of the Work. Either party may change its Project Manager upon three (3) business days prior written notice to the other party. Written notice of change of address

shall be provided within five (5) business days. All notices shall be in writing to the Project Managers at the addresses below and shall be sent by one of the following methods: (1) hand delivery; (2) U.S. certified mail; (3) national overnight courier; (4) e-mail or, (5) fax. Notices via certified mail are deemed delivered upon receipt. Notices via overnight courier are deemed delivered one (1) business day after having been deposited with the courier. Notices via e-mail or fax are deemed delivered on the date transmitted and received.

CITY

James Wheeler, P.E., Project Manager
City of St. Augustine
P.O. Box 210
St. Augustine, Florida 32085-0210
904-209-4276 (office)
904-209-4286 (fax)
E-mail: jwheeler@citystaug.com

CONTRACTOR

Brandt Curvel, Project Manager
Insituform Technologies, LLC
6966 Business Park Boulevard
Jacksonville, Florida 32256
904-838-0090 (cell)
904-292-3198 (fax)
E-mail: bcurvel@aegion.com

- (b) The City's Project Manager shall have sole and complete responsibility for transmitting instructions, receiving information, and communicating City policies and decisions regarding all matters pertinent to performance of the Work, and may approve minor deviations in the Work that do not affect the Total Compensation or Completion Date or otherwise significantly modify the terms of the Agreement. For Work Order-based contracts, the City may designate a "Work Order Manager" on the Work Order, who will serve as the Project Manager for that Work Order and shall have the same responsibilities as the City's Project Manager. The City's Project Manager may approve minor deviations in the Work that do not affect the Total Compensation or Completion Date or otherwise significantly modify the terms of the Agreement. The City's Project Manager and, as appropriate, other City employees, shall meet with Contractor when necessary in the City's judgment to provide decisions regarding performance of the Work, as well as to review and comment on reports.
- (c) Contractor shall provide efficient supervision of the Work, using its best skill and attention. Contractor shall keep on the worksite during its progress a competent superintendent, satisfactory to the City. The superintendent shall not be changed except with the City's consent, unless the superintendent proves to be unsatisfactory to Contractor and/or ceases to be in its employ. The superintendent shall represent Contractor in the absence of Contractor's Project Manager. All directions given to him shall be as binding as if given to Contractor. If the City produces documented evidence and informs the Contractor that any person on the job is incompetent, disorderly, or is working contrary to the Agreement or the City's instructions, that person shall thereupon be immediately dismissed from the project and shall not be given employment on any work connected with this Agreement. The City may request Contractor replace its Project Manager if said manager fails to carry the Work forward in a competent manner, follow instructions or specifications, or for other reasonable cause.
- (d) Contractor shall maintain an adequate and competent professional staff. Contractor's employees, subcontractors, or agents shall be properly trained to meet or exceed any specified licensing, training and/or certification applicable to their profession. Upon request, Contractor shall furnish proof thereof.

15. SCHEDULING AND WORK PLANNING; PROGRESS REPORTING

- (a) **Pre-work Conference.** Within ten (10) days after execution of this Agreement, Contractor shall schedule a pre-work conference with the City's Project Manager to discuss scheduling and other matters. Contractor shall provide a work plan for the City's approval not fewer than five (5) days prior to the pre-work conference. The City shall have ten (10) days to review the work plan. Not less than five (5) days prior to the pre-work conference, Contractor shall provide the City a list of each subcontract exceeding ten percent (10%) of the Total Compensation. The list shall include: (1) name, address, contract, phone number and email address of subcontractor, (2) description of subcontract work, and (3) estimated value of work.
- (b) **Progress Reports.** Contractor shall provide to the City the project schedule and update/status reports as provided in the Scope of Work. Reports will provide detail on progress of the Work and outline any potential issues affecting completion or the overall schedule. Reports may be submitted in any form agreed to by City's Project Manager and Contractor, and may include emails, memos, and letters.
- (c) **Daily Reporting.** The City may require Contractor to provide a daily report regarding the progress of the Work. The need for a daily report shall be determined at the pre-work conference. If required, a form shall be completed for each day any Work is performed until the project is accepted by the City. Completed forms shall be submitted to the City's Project Manager or other authorized representative by 9:00 a.m. of the following day.
- (d) **Progress Meetings.** The City may elect to conduct on-site progress meetings with Contractor on a frequency to be determined by the City. In such event, Contractor shall make available its Project Manager and/or superintendent and other appropriate personnel to discuss matters pertinent to the Work.
- (e) **Failure to Meet Schedule.** If progress of the Work falls five percent (5%) or more behind schedule, except as a result of City-approved delays, Contractor shall take all necessary steps to augment the work effort to get the project back on schedule. Should the progress of the Work fall ten percent (10%) or more behind schedule, the City may advise Contractor through a "cure" notice that this Agreement is subject to termination for cause if the failure is not cured within the time frame specified in said notice.

16. FORCE MAJEURE; DELAYS

- (a) **Force Majeure.** Contractor shall not be liable for failure to carry out the terms of this Agreement to the extent such failure is due to a Force Majeure event, except for failures that could have been reasonably foreseen and guarded against so as to avoid or reduce the adverse impact thereof. A Force Majeure event is hereby defined as the failure to carry out any of the terms of this Agreement due to any one of the following circumstances beyond the control of Contractor: (a) the operation and effect of rules, regulations, or orders promulgated by any commission, county, municipality, or governmental agency of the State of Florida or the United States, (b) a restraining order, injunction, or similar decree of any court of competent jurisdiction, (c) war, (d) flood, (e) earthquake, (f) fire, (g) severe wind storm, (h) acts of public disturbance, (i) quarantine restrictions, (j) epidemics, (k) strikes, (l) freight embargoes, or (m) sabotage. The times specified herein for performances include delays that can ordinarily be anticipated due to adverse weather conditions. The City is not obligated to grant an extension of time due to adverse weather conditions unless

such conditions rise to the level of Force Majeure.

- (b) **Delay.** Contractor shall not be compensated for delays caused by Contractor's inefficiency, rework made necessary by Contractor's error, failure to perform the Work as scheduled, or any other corrective or productivity measures made necessary by errors, omissions, or failures to properly perform the Work. Neither shall the Contractor be compensated for delays caused by events by force majeure as described in sub-para (a) above. Within ten (10) days after the onset of a delay, Contractor shall notify the City in writing of the delay, which shall provide: (1) a detailed description the delay and its probable duration, (2) the specified portion of the Work affected, and (3) an opinion as to the cause of the delay and liability (if any) for the delay. Notices provided more than ten (10) days after the inception of the delay shall only be effective as to additional time incurred during the ten (10) day period preceding receipt of such notice. In the case of continuing cause delay for the same cause, only one notice of delay is necessary. **Failure to provide this notice waives any claim for extension of time resulting from such delay.** If the delay is due to the failure of another City contractor to complete its work in a timely manner, changes ordered in the Work, a Force Majeure event, or any other cause which the City, in its sole judgment and discretion, determines to justify the delay, then the Completion Date may be extended as necessary to compensate for the delay. All time extensions shall be in the form of a written amendment signed by both parties.

17. MODIFICATION OF SPECIFICATIONS; CHANGE ORDERS; EMERGENCY CHANGES IN WORK

- (a) **Modification of Specifications.** No oral agreement or conversation with any officer, agent, or employee of the City after execution of this Agreement shall affect or modify any of its terms. No one is authorized to change any provision of the specifications without written authorization of the City. The presence or absence of a City inspector shall not relieve Contractor from any requirements of this Agreement.
- (b) **Change Orders**
 - (i) The City may alter, add to, or deduct from the Work by executing a Change Order without liability to Contractor, except for the reasonable cost of any additional Work. All such Work within Contractor's capacity to perform shall be performed pursuant to the Change Order. Any associated claim for extension of time will be adjusted when the Change Order is issued. The parties shall negotiate the cost of the Change Order on an equitable basis, which may be determined in one or more of the following ways: (1) estimate and acceptance of a lump sum, (2) unit prices named in the contract or subsequently agreed upon, (3) costs and percentage or by (4) cost and a fixed fee. If the parties cannot agree upon cost, Contractor shall implement the Change Order and shall maintain and present in such form as the City Project Manager may direct the correct amount of the net cost of labor and materials, together with vouchers. The Project Manager will certify the amount due Contractor, including reasonable allowances for overhead and profit. Pending a final determination of value, payments will be based upon the City Project Manager's certification. Final resolution of the amount due to Contractor shall be pursuant to the dispute resolution procedure.
 - (ii) For any Change Order requests submitted by Contractor, the City may determine that City instructions to correct deficient Work, to stop the Work due to

deficiencies in the Work, or any other matters that impose additional costs upon Contractor, do not warrant an increase in the Total Compensation or extension of the Completion Date. If Contractor disputes this determination, final resolution shall be pursuant to the dispute resolution procedure.

- (c) **Emergency Changes in Work.** In the event an emergency endangering life or property requires immediate action, the City may give Contractor an oral instruction to proceed with an emergency change in the Work, which will be confirmed in writing within five (5) days. Within fifteen (15) days after commencement of the emergency change in the Work, Contractor shall provide the City with a written estimate of any increased costs or delays as a result thereof. **Failure to so notify the City constitutes a waiver of any right to an extension of time or increase in compensation.** Within fifteen (15) days after receipt of Contractor's estimate, the parties shall negotiate a Change Order. If unable to reach agreement, disputed issues shall be resolved pursuant to the dispute resolution procedure. In no event shall Contractor decline to perform the emergency change in the Work.

18. TERMINATION AND SUSPENSION

- (a) **City Termination for Cause.** The Agreement may be terminated by the City for cause in the event of any breach hereof, including, but not limited to, Contractor's: (1) failing to carry forward and complete the Work as provided herein; (2) failing to comply with applicable laws, regulations, permits, or ordinances; (3) failing to timely correct defective Work; (4) making a general assignment for the benefit of its creditors; (5) having a receiver appointed because of insolvency; (6) filing bankruptcy or having a petition for involuntary bankruptcy filed against it; (7) failing to make payments when due to subcontractors, vendors, or others for materials or labor used in the Work; (8) making a material misrepresentation to the City regarding the Work, or (9) any other material breach of this Agreement. In such event, the City shall provide Contractor with written notice of its intention to terminate this Agreement, stating the nature of the deficiency and the effective date of termination. At the City's sole judgment and discretion, the City may afford Contractor an opportunity to cure said deficiency, in which event the notice shall specify the time allowed. Upon termination, the City may take possession of the premises and of all materials thereon and finish the Work by whatever means it deems expedient. In such event, Contractor shall not receive any further payment until the Work is completed by the City. Contractor shall be liable for all costs involved in completing the Work, including additional managerial and administrative services, which shall be offset against any amount due to Contractor.
- (b) **City Termination for Convenience.** Notwithstanding any other provision hereof, the City may at any time terminate this Agreement or any Work issued under it, in whole or in part, without cause, upon thirty (30) days written notice to Contractor. In such event, Contractor shall be compensated for any Work performed prior to the date of termination and for materials that were ordered prior to receipt of notice of termination that cannot be returned to the vendor, which shall become City property. Upon receipt of notice, Contractor shall discontinue the Work on the date and to the extent specified therein and shall place no further orders for materials, equipment, services, or facilities, except as needed to continue any portion of the Work not terminated. Contractor shall also make every reasonable effort to cancel, upon terms satisfactory to the City, all orders or subcontracts related to the terminated Work. Contractor may not claim any compensation not specifically provided for herein, including, but not limited to: loss of anticipated profits; idle equipment, labor, and facilities; any additional claims of subcontractors and vendors.

- (c) **City Suspension for Cause.** The City may issue a written partial or full Stop Work Notice in the event Contractor fails to comply with or is negligent in performing any provision hereof. All performance shall immediately cease as per such notice and no further billable costs shall be incurred. The City may terminate this Agreement if Contractor fails or refuses to comply with a Stop Work Notice.
 - (d) **City Suspension for Convenience.** The City may direct Contractor to stop Work, in whole or in part, whenever, in the City's sole judgment and discretion, such stoppage is necessary to ensure proper completion of the Work, avoid injury to third persons, or otherwise meet the City's objectives. The City shall provide Contractor not fewer than five (5) days written notice, except in emergency circumstances. Contractor shall immediately comply with such notice. Should such stoppage increase Contractor's cost, an equitable adjustment will be made by Change Order. The notice shall be effective until rescinded in writing, unless the period of suspension is stated in the notice.
 - (e) **Contractor's Right to Stop Work or Terminate Agreement**
 - (i) **Stop Work.** Contractor may stop work only under the following circumstances: (1) the Work is ordered temporarily discontinued by a court or other public authority; (2) it is necessary to stop work in order to protect the safety of Contractor or third persons; or (3) the City fails to pay Contractor when due any undisputed and adequately documented sum certified for payment by the City Project Manager. In such event, Contractor shall provide the City not fewer than seven (7) days prior written notice of its intention to stop work, except in emergency circumstances or when necessary to prevent injury to persons or property.
 - (ii) **Termination.** Contractor may terminate this Agreement under only the following circumstances: (1) the Work is ordered discontinued by a court or other public authority, through no act or fault of Contractor, for a period of not fewer than three months; (2) the City fails to pay Contractor when due any undisputed and adequately documented sum certified for payment by the City Project Manager. In such event, Contractor shall provide not fewer than twenty (20) days written notice of its intention to terminate and afford the City the opportunity to cure said deficiency within said time period.
 - (iii) **Duty to Perform.** Except as expressly provided above, in the event of any event, dispute, or other matter arising under this Agreement, Contractor shall fully perform the Work in accordance with the City's written instructions and may claim additional compensation as a Change Order, subject to the dispute resolution procedure.
19. **PROTECTION OF WORK.** Contractor shall protect and prevent damage to all finished and unfinished portions of the Work including, but not limited to, the protection of the same from damage by the elements, theft or vandalism. Restoration of such damage shall be the sole responsibility of Contractor and shall not be cause for an increase in the Contract Consideration nor any extension of the Term.
20. **TRENCH SAFETY.** In the performance of this contract, Contractor may be requested to supply cost estimates for trench excavation to a depth exceeding five feet. Section 553.62, F.S., incorporates the Occupational Safety and Health Administration's excavation safety standards, 29 CFR s. 1926.650 Subpart P, as the standard. Contractor shall separately estimate the cost of

compliance with those standards as required by Section 553.63, F.S. Such estimate shall be based on the linear feet of trench to be excavated and shall include written assurance of compliance with those standards and any applicable special shoring requirements.

21. **NO ASSIGNMENT.** The Contractor may not assign this Contract without the advance written approval of the City. For the purposes of this paragraph, assignment shall be interpreted to include any transfer of more than fifty (50%) percent of the ownership interests of the Contractor whether or not the Contractor is a sole proprietorship, partnership, corporation, limited liability company, limited partnership or any other business, organization or entity.

22. **COMPLIANCE WITH PUBLIC RECORDS ACT**

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

Telephone:	(904) 825-1007
Email:	recordsrequest@citystaug.com
Mailing Address:	City of St. Augustine Darlene Galambos, City Clerk Public Records Custodian P.O. Box 210 St. Augustine, Florida 32085-0210

Pursuant to Chapter 119, Florida Statutes, the Contractor shall comply with the provisions of the Florida Public Records Act, specifically to:

1. Keep and maintain public records required by the City to perform the Work.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.
4. Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
5. A request to inspect or copy public records relating to the City's contract for services must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify the Contractor of the request, and the Contractor must provide the

- records to the City or allow the records to be inspected or copied within a reasonable time.
6. If the Contractor does not comply with the City's public records request for records, the City shall consider such noncompliance a material default of the terms of the contract and shall seek such remedies for such default as provided in the contract or at law.
7. A contractor who fails to provide the public records to the City within a reasonable time may be subject to penalties under F.S. 119.10.

23. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing in this agreement shall be construed as a waiver of sovereign immunity beyond that provided in Section 768.28, F.S., nor shall anything in this Agreement be construed as increasing the limits of the sovereign immunity of the City as provided in Section 768.28, F.S.

24. ACCESS; WORK AREA; GATES

- (a) **Access.** The City will provide sufficient access to accomplish Work performed on City property. Contractor shall maintain all on-site roadways and paved and unpaved access roadways to and from the worksite in an acceptable and passable condition at no additional cost to the City, and shall, upon conclusion of the Work, return said roadways to City in their original condition. Land access to construction sites is restricted to the route designated by the City. Contractor is responsible for improvements and repairs to access routes required during construction. All access routes shall be used for the purpose of construction only. Contractor shall not disturb lands or waters outside the area of construction, except as may be found necessary and authorized by the City.
- (b) **Work Area.** All Work shall be confined to the designated work area(s). Contractor shall obtain written approval from the City before making any adjustments.

25. ASSIGNMENT AND SUBCONTRACTS

- (a) Contractor shall not sublet, assign, or transfer any Work involving more than fifteen percent (15%) of the total cost of the Work, or assign any monies due hereunder, without the City's prior written consent. As soon as practicable after signing this Agreement, but not fewer than seven (7) business days prior to the effective date of any subcontracts, Contractor shall notify the City's Project Manager in writing of the name of any subcontractor that has not been previously disclosed in the procurement process. Within five (5) business days, after the City receipt of said notification, the City shall indicate its approval or disapproval, which shall not be unreasonably withheld. Failure to timely provide such approval or disapproval shall constitute approval. Neither City approval of a subcontractor nor any other provision of this Agreement creates a contractual relationship between any subcontractor and the City. Contractor shall be allowed a maximum 10% markup of their subcontractor's work for oversight and management.
- (b) Contractor is responsible for fulfilling all work elements in any subcontracts and payment of all monies due. Contractor is fully responsible to the City for the acts and omissions of its subcontractors and persons directly or indirectly employed by them and shall hold the City harmless from any liability or damages resulting from any subcontract to the extent allowed by law.

26. **AUDIT; ACCESS TO RECORDS.** Until the expiration of three (3) years after expenditure of funds hereunder, the City or its duly authorized representatives shall have access to examine any

of Contractor's books and other records involving transactions related to this Agreement. Contractor shall preserve all such records for a period of not fewer than three (3) years. Contractor shall refund any payment(s) that are found to not constitute allowable costs based upon audit examination. All required records shall be maintained until an audit has been completed and all questions arising from it are resolved. Contractor will provide proper facilities for access to and inspection of all required records.

27. BONDS

Pursuant to Chapter 255.05 F.S., prior to commencing the work, the Selected Contractor shall execute and record in the public records of St. Johns County a payment and performance bond with a surety insurer authorized to do business in the State of Florida. A certified copy of the recorded bond shall be provided to the City prior to commencement of the work.

- (a) Payment Bond. A payment bond equal to the Total Compensation is required for fixed price contracts and fixed price Work Orders greater than \$100,000; provided, however, that the bond may be reduced by the City, in its sole judgment and discretion, to that amount necessary to ensure payment of all subcontractors and materialmen. The City may require, in its sole judgment and discretion, a payment bond for fixed price contracts and Work Orders of \$100,000 or less in which event the bonding requirement shall be disclosed in the Invitation for Bids or Work Order specifications.
- (b) Performance Bond. A performance bond equal to one hundred twenty-five percent (125%) of the Total Compensation is required for fixed price contracts and Work Orders greater than \$100,000. The City may require, in its sole judgment and discretion, a performance bond for fixed price contracts and Work Orders of \$100,000 or less in which event the bonding requirement shall be disclosed in the Invitation for Bids or Work Order specifications.
- (c) Completed bonds shall be delivered to and accepted by the City prior to commencement of the Work. Bond premiums shall be paid by Contractor. Bonds shall be (1) either in the reproduced form provided in the Bid Documents or in a form approved by the City, and (2) written through a licensed agency that fulfills the requirements of Section 287.0935, F.S.
- (d) **Qualification-Management and Strength.** The Surety executing a bond must be rated no less than "Excellent" for both financial strength and issuer credit, with a rating outlook of stable or positive for both, and must have a financial size rating of VII or better according to the latest information available from A.M. Best Company, Inc.'s rating and analysis web site.
- (e) In lieu of the bond, a Contractor may submit an alternative form of security in the form of cash, money order, certified check, cashier's check, irrevocable letter of credit, or other security acceptable to the City.

28. **CIVIL RIGHTS.** Pursuant to Chapter 760, F.S., Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, age, handicap, or marital status.

29. **CLEANUP; EQUIPMENT REMOVAL.** Upon expiration or termination of this Agreement, Contractor shall restore the worksite to its original condition, except for replacement of

vegetation, unless otherwise required by this Agreement. Contractor shall remove from City property and all public and private property all machinery, equipment, supplies, surplus materials, temporary structures, rubbish, and waste materials resulting from its activities. After twenty (20) days, the City may sell or dispose of any materials left at the worksite as it sees fit and deduct the cost of sale or disposal from any amounts due to Contractor. Any revenues obtained shall be applied toward costs incurred by the City, with excess revenues paid to Contractor.

30. COORDINATION WITH THE CITY AND OTHER CITY CONTRACTORS

- (a) The City may let other contracts in connection with the Work. Wherever work done by the City or another City contractor is contiguous to Contractor's Work, the respective rights of the various interests shall be established by the City so as to secure completion of the Work. Contractor shall arrange its Work so as not to interfere with the City or other City contractors and join its Work to that of others in a proper manner, and in accordance with the intent of the Scope of Work. Contractor shall perform its Work in the proper sequence in relation to that of other City contractors, as may be directed by the City. Contractor shall afford other City contractors' reasonable opportunity for introduction and storage of their materials and execution of their work and shall properly conduct and coordinate its Work with theirs. Contractor shall take into account all contingent work to be done by others and shall not plead its want of knowledge of such contingent work as a basis for delay or non-performance. Contractor shall be liable for any damage it causes to the work performed by other City contractors.
- (b) If any part of the Work depends for proper execution or results upon the work of other City contractors, Contractor shall inspect and promptly report any defects in the other contractor's work that render it unsuitable for Contractor's Work. **Failure to so inspect and report shall constitute an acceptance of the other contractor's work as fit and proper for the reception of its Work, except as to defects which may develop in the other contractor's work after execution of the Work.**

31. CORRELATION AND INTENT OF DOCUMENTS; QUESTIONS OR ISSUES REGARDING PERFORMANCE OF THE WORK

- (a) This Agreement and all attachments are complementary. What is called for by one is as binding as if called for by all. The intent is to include all labor and materials, equipment, transportation, and incidentals necessary for the proper and complete execution of the Work. Materials or work described in words, which so applied have a well-known technical or trade meaning, shall be held to refer to such recognized standards.
- (b) It is the City's intention to fully assist Contractor in the successful performance of the Work and to respond in a timely manner to questions or issues that arise. Contractor should discuss any questions or issues with the City's Project Manager and communicate such questions or issues in writing when required by this Agreement. The City shall respond through its Project Manager.

32. DISPUTE RESOLUTION.

- (a) **During the course of work.** In the event any dispute arises during the course of the Work, Contractor shall fully perform the Work in accordance with the City's written instructions and may claim additional compensation. Contractor is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute by submitting a formal request for

additional compensation, schedule adjustment, or other dispute resolution to the City's Project Manager no later than fifteen (15) calendar days after the precipitating event. If not resolved by the Project Manager within five (5) business days, the Project Manager shall forward the request to the Office of the City Manager, which shall issue a written decision within fifteen (15) calendar days of receipt. This determination shall constitute final action of the City and shall then be subject to judicial review upon completion of the Work. **Contractor shall proceed with the Work in accordance with said determination. This shall not waive Contractor's position regarding the matter in dispute.**

- (b) **Invoices.** In the event the City rejects an invoice as improper, and the Contractor declines to modify the invoice, the Contractor must notify the City in writing within ten (10) calendar days of receipt of notice of rejection that the Contractor will not modify the invoice and state the reason(s) therefor. Within five (5) business days of receipt of such notice, if not informally resolved through discussion with the City Project Manager, the Project Manager shall forward the disputed invoice and the Contractor's written response to the Office of the City Manager. The matter shall then proceed as described in subsection (a), above.

- 33. **DIVERSITY REPORTING.** The City is committed to the opportunity for diversity in its procurement activities and encourages its prime vendors (contractors and suppliers) to make a good faith effort to ensure that women and minority-owned business enterprises (W/MBE) are given the opportunity for maximum participation as sub-contractors. The City will assist Contractor by sharing information on W/MBEs. Contractor shall provide with each invoice a report describing the company names for all W/MBEs, the type of minority, and the amount spent with each at all levels. The report will also denote if there were no W/MBE expenditures.

34. **DUTY TO INSPECT AND REPORT DEFICIENCIES IN PLANS AND SPECIFICATIONS**

- (a) For any Work that is dependent upon conditions at the worksite, Contractor's acceptance of contract award represents and warrants that Contractor has inspected and satisfied itself concerning the nature and location of the Work and general and local conditions, including, without limitation: (1) conditions affecting transportation, disposal, handling, and storage of materials; (2) availability and quality of labor; (3) availability and condition of roads; (4) climatic conditions and seasons; (5) hydrology of the terrain; (6) topography and ground surface conditions; (7) nature and quantity of surface materials to be encountered; (8) equipment and facilities needed preliminary to and during the Work; and (9) all other matters that can affect the Work and the cost thereof. Contractor's failure to acquaint itself with such conditions will not relieve it from its responsibility for properly estimating the time required or cost of performing the Work. Where the City has investigated subsurface conditions, this data may be provided to Contractor or is available upon request. Contractor must either seek clarification concerning the data or assume the responsibility for its interpretation.
- (b) If Contractor discovers hidden or subsurface conditions that differ materially from those normally expected or indicated in the technical specifications, Contractor shall immediately, and before such conditions are disturbed, notify the City in writing of: (1) subsurface or latent physical conditions differing materially from those indicated in the technical specifications, or (2) unknown physical conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for herein. The City shall promptly investigate the conditions and

determine whether they materially differ so as to cause an increase or decrease in Contractor's cost. Where the differing site conditions materially impact Contractor's cost, an equitable adjustment shall be made and the Agreement modified accordingly. No claim will be allowed if Contractor fails to provide the required notice.

- (c) If Contractor in the course of the Work finds any defect in the plans and specifications, including, but not limited to, any discrepancy between the drawings and the physical conditions at the worksite, or any errors or omissions in the drawings or in the layout, as given by points and instructions, it shall immediately inform the City in writing, which shall be promptly verified by the City. Any Work done after such discovery, until authorized, will be done at Contractor's risk as to cost overruns and modifications necessary to correct deficiencies in the Work. To ensure the proper execution of its subsequent Work, Contractor shall measure Work already in place or completed and shall immediately report any discrepancy between the executed Work and the drawings or other specifications.

- 35. **GOVERNING LAW, VENUE, ATTORNEY'S FEES, WAIVER OF RIGHT TO JURY TRIAL.** This Agreement shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. As used herein, "shall" is always mandatory. In the event of any legal proceedings arising from or related to this Agreement: (1) venue for any state legal proceedings shall be in a court of competent jurisdiction located in St. Johns County; (2) venue for any federal legal proceeding shall be in the federal court for the Middle District of Florida, Jacksonville Division; (3) each party shall bear its own attorney's fees, including appeals; (4) for civil proceedings, the parties hereby consent to trial by the court and waive the right to jury trial.
- 36. **INTEREST IN THE BUSINESS OF CONTRACTOR; NON-LOBBYING.** Contractor certifies that no officer, agent, or employee of the City has any material interest, as defined in Chapter 112, F.S., either directly or indirectly, in the business of Contractor to be conducted under this Agreement, and that no such person shall have any such interest at any time during the term of this Agreement. Pursuant to Section 216.347, F.S., monies received from the City pursuant to this Agreement shall not be used to lobby the Florida Legislature or any other state agency.
- 37. **INDEPENDENT CONTRACTOR.** Contractor is an independent contractor. Neither Contractor nor Contractor's employees are employees or agents of the City. Contractor controls and directs the means and methods by which the Work is accomplished. Contractor is solely responsible for compliance with all labor, wage and hour and tax laws pertaining to it, its officers, agents, and employees, and shall indemnify and hold the City harmless from any failure to comply with such laws. Contractor's duties include, but not be limited to: (1) providing Workers' Compensation coverage for employees as required by law; (2) hiring employees or subcontractors necessary to perform the Work; (3) providing any and all employment benefits, including, but not limited to, annual leave, sick leave, paid holidays, health insurance, retirement benefits, and disability insurance; (4) payment of all federal, state and local taxes, income or employment taxes, and, if Contractor is not a corporation, self-employment (Social Security) taxes; (5) compliance with the Fair Labor Standards Act, 29 U.S.C. §§ 201, et seq., including payment of overtime as required by said Act; and (6) providing employee training, office or other facilities, equipment and materials for all functions necessary to perform the Work. In the event the City provides training, equipment, materials, or facilities to meet specific City needs or otherwise facilitate performance of the Work, this shall not affect Contractor's duties hereunder or alter Contractor's status as an independent contractor. This paragraph does not create an affirmative obligation to provide any employee benefits not required by law.

38. **INSPECTION AND TESTING OF WORK; REJECTION OF WORK AND MATERIALS; TOOLS, PLANT, AND EQUIPMENT; MATERIAL SUBSTITUTION**

- (a) **Standards for Quality and Workmanship.** All materials, equipment, and supplies furnished by Contractor for permanent incorporation into the Work shall be new and of the quality standards specified. Unless otherwise specified, all material and workmanship shall meet the requirements in the applicable standards specifications of the American Society for Testing and Materials. If two or more brands, makes of material, devices, or equipment are shown or specified, each should be regarded as the equal of the other. First-calls and the finished product shall be equal to the best-accepted standards of the trade class. The finished product shall be equal to the best-accepted standards of the trade for the category of Work performed. The City's intent is to obtain a high-quality job that will operate and function with the lowest possible maintenance costs. Inspection standards will be established to ensure that this objective is achieved.
- (b) **Materials and Equipment Schedules.** The City shall have the right of prior approval for all materials or equipment incorporated into the Work. Within ten (10) days after the date of contract award and before any material or equipment is purchased, Contractor shall submit to the City's Project Manager a complete list of materials or equipment to be incorporated into the Work. The list shall include catalog cuts, diagrams, drawings, and such other descriptive data as may be required. The use of materials or equipment not in accordance with this Agreement may be rejected.
- (c) **Inspection.** The Work and all materials or equipment used therefor are subject to inspection by the City at all times in order to ensure compliance herewith. Upon request, Contractor shall provide samples of the type and quantity of the various materials used in the Work, as determined and directed by the City. The City's Project Manager and inspector(s) shall be provided access to the Work wherever it is in preparation or progress. Contractor shall provide proper facilities for such access and inspection. Construction contractors shall maintain one complete copy of the drawings and specifications for the Work at the worksite, which shall be made available to the City upon request.
- (d) **Re-examination of Work.** The City may order re-examination of questioned Work and, if so ordered, the Work shall be uncovered by Contractor. If such Work is found to be in accordance with specifications, the City will pay the cost of re-examination and replacement. If such Work is found to be not in accordance with specifications, Contractor will pay such cost.
- (e) **Testing.**
 - (i) The City may require that materials be tested prior to incorporation in the Work. In some instances, it may be expedient to make these tests at the source of supply. Therefore, upon request, Contractor shall furnish the City with information identifying the source of supply before incorporating material into the Work. Upon request, Contractor shall furnish two (2) copies of the manufacturer's certificate of compliance with these specifications covering manufactured items. All tests performed by a laboratory to ascertain whether the material, as placed, meets the required specification will be paid for by Contractor. This paragraph does not obligate the City to perform tests for acceptance of material or relieve Contractor of its responsibility to furnish satisfactory material.

- (ii) If the specifications, the City's instructions, laws, ordinances, or any public authority require any Work to be specifically tested or approved, Contractor shall give the City's Project Manager timely notice of its readiness for inspection. If inspection is by an authority other than the City's Project Manager, Contractor's Project Manager shall supply the City's Project Manager with 72 hours prior notice of such inspection. Inspections by the City's Project Manager will be made promptly and, where practicable, at the source of supply. If any Work should be covered up without the prior approval of the City's Project Manager, it shall, if required by the City, be uncovered for examination at Contractor's expense.
 - (f) **Rejection of Work and Materials.** Contractor shall promptly notify the City of any defective material and shall not incorporate such material into the Work. The City may reject all Work and material that does not conform to this Agreement, which shall be removed and replaced with approved quality material at no additional cost to the City. If the City deems any portion of the Work unsatisfactory, Contractor shall rework those areas so that the total Work is completed in a manner satisfactory to the City. If disputed, Contractor may submit a Change Order, subject to the dispute resolution procedure.
 - (g) **Tools, Plant, and Equipment.** If at any time before commencement of or during progress of the Work, tools, plant, or equipment appear to the City to be insufficient, inefficient, or inappropriate to secure the quality of Work or the proper rate of progress, the City may order Contractor to increase its efficiency, to improve its character, or to augment the number of or substitute new tools, plant, or equipment, as the case may be. Contractor shall conform to such order. If Contractor maintains that any such order is not in conformance with this Agreement, is unnecessary, or requires Contractor to incur excessive costs or delays, Contractor may submit a Change Order, subject to the dispute resolution procedure. Failure of the City to make such demand shall not relieve Contractor of its obligation to secure the quality of the Work and the rate of progress necessary to timely complete the Work.
 - (h) **Material substitution.** Except where otherwise indicated, whenever a material or a piece of equipment required in the Work is shown in the specifications by using the name of the proprietary product or that of a particular manufacturer or vendor, any material, equipment, device, or article that will in the City's opinion at least equally perform the same duties imposed by the general design, considering quality, workmanship, economy of operation, and suitability for the purpose intended, may be considered "equal" and substituted for the material or piece of equipment originally specified. In the event Contractor desires the City to consider an item for substitution, Contractor shall submit a written request, which shall give all pertinent details and comparisons of the substitute with the item specified. The City will notify Contractor in writing of its acceptance or rejection. In all cases, new material shall be used. Contractor shall pay all costs resulting from inspection or testing of materials or equipment proposed for substitution.
39. **LAND AND WATER RESOURCES.** Contractor shall not discharge or permit the discharge, directly or indirectly, of any fuels, oils, calcium chloride, acids, insecticides, herbicides, wastes, toxic or hazardous substances, or other pollutants or harmful materials, onto any lands or into any surface or ground waters, including, but not limited to, streams, lakes, rivers, canals, ditches, or reservoirs. Contractor shall investigate and comply with all applicable federal, state, county, and municipal laws concerning toxic wastes, hazardous substances, and pollution of surface and ground waters. If any waste, toxic or hazardous substance, or other material that can cause pollution, as defined in Section 403.031, F.S., is dumped or spilled in unauthorized areas,

Contractor shall notify the City thereof within one (1) workday and thereafter shall remove the material and restore the area to its original condition. If necessary, contaminated ground shall be excavated and disposed of as directed by the City and replaced with suitable fill material, compacted and finished with topsoil, and planted as required to re-establish vegetation. All cleanup and disposal costs shall be borne by Contractor.

40. **LIENS.** Acknowledging that the City's property is not subject to liens, neither final payment nor payment of any part of the retainage shall become due until Contractor delivers to the City releases of all labor and material cost liens arising from Contractor's performance of the Work, including Contractor and any subcontractor(s), and an affidavit by Contractor stating that the releases and receipts include all labor and material costs for which a lien could be filed. If any subcontractor refuses to furnish Contractor a release or a receipt in full, Contractor may furnish to the City a bond satisfactory to the City, indemnifying the City against any such potential lien. If any lien or potential lien remains unsatisfied, the City may discharge the same forthwith and deduct the cost thereof from any amounts due to Contractor. In the event Contractor has been fully paid or the amount of such lien exceeds the amount due to Contractor, Contractor shall refund to the City all monies that the City paid in discharging such lien, including all costs and a reasonable attorney's fee. The discharging of such a lien by the City shall not constitute a waiver of any claims or defenses that Contractor may have against the lienor.
41. **NUISANCE.** Contractor shall exercise every reasonable means to avoid creating or continuing a public or private nuisance resulting from the Work, including, but not limited to: (1) excessive noise associated with radio or other forms of electronic entertainment for persons at the worksite; (2) dust from construction operations, and (3) the uncontrolled flow of surface waters.
42. **PERMITS AND LICENSES; COMPLIANCE WITH LAW.** Contractor shall comply with all applicable federal, state and local laws and regulations, including those pertaining to wages, health and safety. Contractor shall include this requirement in all subcontracts. All materials used and work performed must conform to the laws of the United States, the State of Florida and county and municipal ordinances. Contractor represents and warrants that it is duly licensed to perform the Work in accordance with the laws of the State of Florida and the county or municipality in which the Work is to be performed. For out-of-state contractors, Contractor warrants that it is authorized to do business within the state of Florida and registered with the Secretary of State. Unless otherwise provided in the Statement of Work, the responsibility of the parties for obtaining permits is apportioned as follows:
 - (a) The City shall procure all permits required from the Florida Department of Environmental Protection, the U.S. Environmental Protection Agency, and the U.S. Army Corps of Engineers.
 - (b) Contractor shall procure any permits required by the county or municipality wherein the Work is located.
 - (c) Contractor shall: (i) give to the proper authorities all required notices relative to the Work; (ii) obtain and pay for all official permits and any professional or other licenses, code stamps, and inspections that are Contractor's responsibility; and (iii) furnish any bonds, security, or deposits required to permit performance of the Work; (iv) until the Work is accepted as substantially complete, comply with all conditions of governmental permits; and (v) resolve any issues resulting from a finding of noncompliance by any governmental agencies, including all costs for delays, litigation, fines, or other costs.
43. **PETROLEUM STORAGE TANKS.** Any petroleum storage tanks with a capacity of 55 gallons or greater that Contractor brings onto City property must be either double-walled or kept within

secondary containment that will contain 110% of the tank volume.

44. PROTECTION OF THE WORK, CITY EQUIPMENT, AND PROPERTY.

Contractor is responsible for the proper care of the Work and protecting the Work from damage until final acceptance by the City, whether or not the same has been covered by partial payments. Contractor is solely responsible for all City-owned equipment in its possession, if any. Contractor shall adequately protect and maintain all passageways, guard fences, lights, and other facilities as required by public authority or local conditions. Contractor shall conduct the Work so as to minimize damage to existing improvements, and shall restore, as nearly as practical, to its original condition, any such improvements damaged by its operations. In the event of temporary suspension of the Work, or during inclement weather, or whenever the City shall direct, Contractor shall carefully protect the Work from damage. If any Work is damaged due to Contractor's failure to so protect the Work, the loss shall be remedied at Contractor's expense. Contractor shall protect public and privately-owned property, structures, utilities, and work of any kind against damage or interruptions of service resulting from its activities. Contractor shall repair, replace, or restore any damage or loss to any public or private property to the City's satisfaction. Should Contractor fail to perform these obligations, the City may make good any such damage and deduct the cost thereof from Contractor's final payment.

- 45. PUBLIC ENTITY CRIME.** 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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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 in excess of the threshold amount provided in s. 287.017 F.S., for CATEGORY TWO (\$35,000) for a period of 36 months following the date of being placed on the convicted vendor list.

- 46. RELEASE OF INFORMATION.** Contractor shall not publish or release any information related to performance of this Agreement, or prepare, publish, or release any news or press release in any way related to this Agreement, without prior City review and written consent.

47. REMEDIES FOR NON-PERFORMANCE

- (a) **City Remedies.** The remedies enumerated herein are non-exclusive. In addition to the remedies set forth below, the City may avail itself of any statutory and/or common law remedies not set forth herein. In the event of a breach, the City may terminate this Agreement for cause. Alternatively, the City may allow Contractor to correct the deficiency, or may take such action as is necessary to correct such deficiency through City action or that of a third party. Delay or failure by the City to enforce any right or remedy hereunder shall not impair, or be deemed a waiver of, any such right or remedy, or impair the City's rights or remedies for any subsequent breach of this Agreement.
- (b) **Contractor Correction of Deficiencies.** The City shall provide Contractor with written notice of deficiency. At the City's sole judgment and discretion, the City may afford an opportunity to correct said deficiency, in which event the notice shall specify the time allowed to cure. If Contractor disputes that a failure of performance has occurred, Contractor shall, nevertheless, perform the corrective action and may submit a request for a Change Order subject to the dispute resolution procedure. Unless authorized through a Change Order, the Completion Date shall not be extended in order to correct deficiencies.

Contractor shall bear the cost of correcting all work of other contractors that is destroyed, damaged, or otherwise negatively impacted by its corrective action. Failure to take timely corrective action may result in termination for cause or the City pursuing alternative remedies, as provided herein.

- (c) **Alternative Remedies to Correct Deficiency.** If the City determines that it is not in its best interest for Contractor to correct incomplete or damaged Work caused by Contractor's failure of performance, the City may pursue any or all of the following remedies, in whole or in part: (1) accept the Work as is and deduct the reasonable value of the deficient Work from the Total Compensation; (2) complete the Work through the utilization of City employees and deduct the cost thereof from the Total Compensation; (3) contract with a third party to complete the deficient Work and deduct the cost thereof from the Total Compensation.
 - (d) **City Technical Assistance.** The City may elect to provide technical assistance to Contractor in order to complete satisfactory performance of the Work. If the City is performing a function that Contractor is required to perform, the City may deduct the cost of providing such technical assistance from the Total Compensation. Prior to providing any such technical assistance, the City shall notify Contractor that it considers such assistance to be above and beyond its duties under this Agreement and that it intends to deduct the cost of providing such assistance from the Total Compensation. Contractor shall not be entitled to reject technical assistance when the City determines that such assistance is necessary to complete the Work.
48. **ROYALTIES AND PATENTS.** Contractor certifies that, to the best of its information and belief, the Work does not infringe on any patent rights. Unless provided otherwise herein, Contractor shall: (1) pay all royalties, patent, and license fees necessary for the Work; (2) defend all suits or claims for infringement of any patent rights, and (3) save and hold the City harmless from loss on account thereof; provided, however, that the City shall be responsible for any such losses when the utilization of a particular process or product of a particular manufacturer is specified by the City. If Contractor obtains information that the process or article so specified is a patent infringement, it shall be responsible for such loss unless it promptly so notifies the City.
49. **SAFETY.** For any Work that is to be performed on premises that are owned or controlled by the City (the Premises), Contractor has the sole and exclusive duty for the safety of the premises. Contractor shall provide and maintain sufficient protection for the safety of its employees and other persons who may utilize the Premises, and prevent damage to City property, materials, and equipment. Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ any unfit person or anyone not skilled in the work assigned. Neither Contractor nor its subcontractors shall allow or cause to be allowed any hunting or any weapons, animals, alcohol, or drugs, on or from the Premises or adjacent property. Contractor employees shall not park their vehicles or store equipment or materials adjacent to roads where it may be a hazard to traffic. A clear distance of at least 30 feet from the edge of the pavement or right-of-way shall be kept free of any obstacles unless otherwise authorized by the City. Contractor shall ensure that only authorized personnel are allowed on the worksite and shall post notices warning both employees and the public of all safety hazards created by Contractor.
50. **SUBSTANTIAL COMPLETION; PUNCH LIST.** Contractor shall notify the City in writing when it considers the Work to be substantially complete. "Substantially complete" is the point when the City can beneficially occupy its property and use the Work for its intended purpose, with only minor items remaining in order for the Work to be fully complete. Within thirty (30) days of receipt

of such notice, the City shall review the Work and determine whether the Work is substantially complete. If the City agrees that the Work is substantially complete, the City shall, within said 30-day period, develop a list of items ("Punch List") required to render the Work complete, satisfactory, and acceptable in all respects. The Punch List shall be delivered to Contractor not later than five (5) days after it is developed. Contractor shall complete the Punch List items by the Completion Date; provided, however, that if the Completion Date is less than thirty (30) days after the date of delivery of the Punch List, the Completion Date shall be extended to thirty (30) days after delivery of the Punch List. Failure to include any corrective work or pending items not yet completed on the Punch List does not alter Contractor's responsibility to complete all construction services required by the Agreement. Upon completion of all Punch List items, Contractor may request payment of any remaining retainage. If the City disputes the completion of any items on the Punch List, it may withhold 150 percent of the estimated cost of completing any such items and shall return the remainder of the retainage to Contractor. Any disputed matters shall be resolved pursuant to the dispute resolution procedure of this Agreement.

51. **SURVEYS; PRESERVATION OF MONUMENTS; POINTS AND INSTRUCTIONS**

- (a) **Surveys.** When necessary to performance of the Work, unless otherwise provided in the Statement of Work, the City will furnish horizontal and vertical control necessary to lay out the Work, including horizontal reference point(s) and a vertical control benchmark within 200 feet of the site. The City will set the horizontal reference point(s) and vertical control only at the beginning of the job. Contractor is responsible for interim staking during the job and all staking and layout work not otherwise furnished by the City. Contractor shall furnish all construction layout of the Work, including layout, centerline, and grade stakes for access roadways. Contractor shall furnish all personnel, equipment, and materials to make such surveys as are necessary to determine the quantity of Work performed. Field notes and computations for estimates shall be verified by the City's Project Manager as to the quantities estimated.
- (b) **Preservation of Monuments.** Contractor shall maintain and preserve all new and existing benchmarks, monuments, markers, reference points, and stakes established by others and/or the City. Should any of the aforesaid be destroyed or damaged by Contractor, the same shall be replaced by Contractor's licensed land surveyor at no cost to the City. Contractor shall be responsible for the cost of any deficiencies in the Work caused by such loss or disturbance.
- (c) **Points and Instructions.** Contractor shall provide reasonable and necessary opportunities and facilities for setting points and making measurements. Contractor shall not proceed until it has made a timely request to the City for, and has received, such points and instructions as may be necessary as the Work progresses. The Work shall be done in strict conformity with such points and instructions.

52. **USE OF COMPLETED PORTIONS OF THE WORK.** The City shall have the right to take possession of and use any completed or partially completed portions of the Work, notwithstanding the fact that the time for completing the entire Work or such portions may not have expired. Such taking of possession and use will not be deemed an acceptance of any Work not completed. If such possession and use increases the cost of or delays the Work, Contractor shall be entitled to a Change Order for extra compensation, or extension of time, as necessary, to offset the effect of such prior possession and use.

53. WARRANTY

- (a) Contractor warrants that the Work, workmanship and material furnished by Contractor shall be new and of specified quality, shall conform to the requirements of this Agreement, shall be free from defects, and shall be free from any security interest, lien, or other encumbrances. This warranty shall remain in effect for a period of twelve (12) months after completion of the Work, unless otherwise specified herein. Any defective Work, workmanship, or material corrected during the warranty period shall be similarly warranted for twelve (12) months following its correction or for such other period as specified herein. The express warranty set forth herein shall not be exclusive and shall not act as a limitation upon any statutory or other warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose.
- (b) In the event of breach of this warranty, Contractor shall take the necessary actions to correct the breach in the most expedient manner as dictated by then-existing circumstances. All costs incidental to the repair, replacement, redesign, and testing incurred as a result thereof, including the removal, replacement, and reinstallation of equipment in place when the Work was started, shall be Contractor's responsibility. Upon written notification of a breach, Contractor shall promptly send the necessary personnel to the project site to assume responsibility for corrective action. Time is of the essence. Contractor shall be afforded necessary and reasonable access to perform warranty work. If Contractor fails to promptly correct the breach, the City may take corrective action without waiving any other rights or remedies it may have, and Contractor shall reimburse the City for all expenses reasonably incurred in performing such corrective action.

54. WORK ORDERS

- (a) The City reserves the right to award Work Orders based on the ability to perform in a timely manner, availability of required equipment, cost of required equipment, past performance on similar work, availability of qualified staff, and other factors deemed critical to the performance of each Work Order. The City may, at its sole discretion, request a "not to exceed" cost for any Work Order as a method of determining award. The City makes no guarantees of any amount of work to be awarded under the Agreement. The City reserves the right to directly purchase and provide to Contractor all or part of the equipment or materials to be incorporated in the Work.
- (b) Contractor shall not proceed with any Work prior to the receipt of a written Work Order and shall commence the Work under each Work Order within fourteen (14) days of receipt, unless an alternate date is stated in the Work Order. All Work shall be done to the satisfaction of the City's Project Manager or Work Order Manager and subject to the other terms of this Agreement. The Contractor must agree to the terms of the Work Order. Commencement of Work pursuant to a Work Order constitutes acceptance of all of the terms and conditions of the Work Order. A representative Work Order is attached as Exhibit C.
- (c) **Type of Work Order.** When services are needed, the City and Contractor shall agree upon the type of Work Order and the specifics of the Work Order.
 - (i) Generally, a time and materials Work Order involves projects where field conditions, environmental or cultural resource preservation issues, subsurface and other physical conditions, or other aspects of the Work cannot be accurately

defined. This often results in work being modified in the field by the City. Identification of the Work involved is typically concept level drawings with minimal details. The Work Order will describe the general nature of the Work, including specific deliverables, if applicable, along with the total number of hours, days, or weeks estimated for each task; the materials to be incorporated into the work, and the total authorized expenditure amount. If deliverables are specified and materials, equipment, or sub-contractors are necessary to complete the Work, the Work Order shall specify the estimated costs thereof. The City must approve the hiring of sub-contractors in order to ensure they are qualified to perform the Work and have been competitively procured. The Contractor is compensated for equipment and labor based upon the unit costs of this Agreement, and "Other Direct Costs" as defined in sub-paragraph (d)(iv), below. Invoices must be documented as to the number of hours worked and equipment and materials used sufficient for City audit in accordance with the unit costs of this Agreement and the Work Order. The City reserves the right to determine the means and methods of performing the Work and supplying materials.

- (ii) A fixed-price Work Order is issued when the extent and cost of the Work is agreed upon. It will describe with specificity the location, quantity, work limits, timeframes, deliverables, progress payments (if any), total cost, and any other matters pertaining to the Work. The fixed price includes all applicable permits, bonds, labor, equipment, supplies, project support, overhead and materials necessary to complete the Work. It is used when the scope of work can be clearly determined, such as when detailed design drawings and/or specifications and supporting documents are available and site conditions are known. It may include a detailed schedule of values, construction schedule, and any other necessary documents.
- (iii) A time and materials with not-to-exceed amount Work Order is utilized when a not-to-exceed cost is agreed upon for a time and materials Work Order. All of the terms of a time and materials Work Order apply, subject to the not-to-exceed amount. In addition, the deliverables must be described with the specificity of a fixed price Work Order.

(d) **Additional Provisions Applicable to Time and Materials and Time and Materials with Not-to-Exceed Work Orders.**

- (i) **Additional equipment and services.**
 - a. The City may issue a Work Order requiring the use of additional or specialized equipment not identified in the unit costs of the Agreement. The cost of such equipment may be identified separately and included in the specific Work Order to which it applies, or the Agreement may be amended through a Change Order with an amended cost schedule that includes such equipment. If deliverables are specified and sub-contractors are necessary to complete the Work, the Work Order shall specify the costs of the materials, equipment, and sub-contractors.
 - b. After a Work Order is issued, the City may require the use of material, equipment and/or subcontracted services not included in the original Work Order. A Change Order will be issued if the cost exceeds the "not to

exceed" amount of the Work Order, or if the additional cost exceeds \$100,000.

- c. If due to an emergency, the City determines that material, equipment and/or subcontracted services that were not included in the original Work Order are required, the City may authorize procurement thereof in a manner that most efficiently and effectively minimizes public risk and economic loss.

- (ii) **Equipment substitution.** No provision hereof prohibits substitution of rented or leased equipment for unit cost equipment under the Agreement, or addition of rented or leased equipment not included in the Work Order or cost estimates, provided any such substitution or addition complies with the competitive procurement provisions of this paragraph and has been approved in advance in writing by the City. Should the Work require the use of individual equipment for longer than 30 days or 30 hours per week, the City may compare equipment weekly or monthly rental rates on the open market with the rates in the Cost Schedule and require Contractor to rent the equipment on the open market if the cost is lower than the Cost Schedule. The City will reimburse Contractor this rental cost (with allowable percentage markup in the Cost Schedule) plus the hourly rate for operator with fuel and operation and maintenance.

(iii) **Other Direct Costs.**

- a. Subject to prior written City approval, the City will reimburse Contractor for materials purchased by Contractor and incorporated into the Work, non-contract equipment, leases/rentals, subcontract work, bonds, and permits obtained by Contractor, including applicable sales tax ("Other Direct Costs"), plus the allowable percentage markup in the Cost Schedule, provided Contractor adheres to the following the competitive procedures:
 - Cost is \$2,500.01 - \$15,000 – three documented quotes – oral, written, or on line; or a written explanation to City Purchasing Manager and approval from the City's Purchasing Manager for not receiving three quotes.
 - Cost is greater than \$15,000 – at least three written quotes, reviewed and approved by City procurement staff, or a written explanation to and approval from the City's Purchasing Manager for not receiving three quotes.
 - Documentation of solicitations where cost exceeds \$2,500 shall be submitted with the Contractor's cost estimate. If a cost exceeds \$15,000, documentation shall include a complete bidders list and the request for quotes that was sent to each prospective bidder.
- b. Temporary facilities and temporary use materials required for erosion control and dewatering operations may be considered as Other Direct Costs upon approval by the City.
- c. Only equipment or materials that are incorporated into the Work and contracted services directly related to the Work qualify for compensation

as Other Direct Costs. Compensation shall not be provided for any other costs associated with the Work not identified on the Cost Schedule or Work Order.

- (iv) The City reserves the right to reject any proposed subcontractors.
- (e) **Invoicing.** In addition to the general provisions in **PAYMENT OF INVOICES**, supporting documentation shall include:
 - (i) **Time and Material Work Orders:** (hourly billing for labor and/or equipment and materials):
 - a. Name of employee and/or type of equipment
 - b. Employee position title/job classification (if applicable)
 - c. Hours worked and/or equipment utilized on a daily basis, as documented by Contractor's Daily Record of Hours, signed by Contractor and City staff (attached hereto as revised by the City from time to time).
 - d. The approved charge rate for each classification of Contractor employee and/or equipment included in Cost Schedule, Attachment ____, and/or the Work Order authorizing the Work. In the absence of an individual rate in the Cost Schedule, the Contractor employee's general classification rate may be utilized.
 - e. If billed for use of equipment not in the Cost Schedule, documentation of prior authorization for equipment used, including cost and estimated quantities.
 - f. Documentation of any required competitive procurement for equipment, subcontractors, or materials.
 - g. Contractor's notarized affidavit shall be provided with the first invoice for those Work Orders not requiring a Payment Bond, stating that payment of subcontractors and materialmen shall be made pursuant to Section 218.735, F.S.
 - h. Proof of payment of subcontractors and materialmen for which Contractor has already received payment from the City. Proof may be in the form of (1) a cancelled check; (2) a receipt marked paid by subcontractor or materialman; (3) a waiver of claim executed by the subcontractor or materialman; (4) Contractor's sworn affidavit that all subcontractors and materialmen for which payment has been received from the City have been paid by the Contractor; or (5) any other form that has been pre-approved in writing by the City. For the final invoice purposes, proof of payment must be submitted not only as to amounts previously paid by the City, but also as to amounts included in the final invoice.
 - i. A copy of the original vendor invoice(s) for Other Direct Costs. Altered or amended vendor invoices shall be rejected. If a vendor's invoice is from a supplier other than the one providing the lowest quote, Contractor shall explain the reason for not using the lowest cost supplier. The City reserves the right to reduce the amount reimbursed if a competitive market analysis clearly demonstrates that the invoice exceeds market value. In no event shall Contractor charge the City for any subcontractor's work that exceeds the approved Cost Schedule.
 - j. Diversity Statement. If W/MBE subcontractors or suppliers are used, provide company names and amount spent with each. If no W/MBE subcontractors or suppliers are used, so indicate.

- k. Contractor may provide a detailed invoice with supporting information, or alternatively, may provide a summary invoice with the information provided from Contractor's payroll or other records as supporting backup material.
- ii. **Fixed Price Work Orders:**
 - a. Description of the Work that has been completed in accordance with the progress/payment schedule of the Statement of Work for the Work Order.
 - b. Certification that the Work for which payment is requested has been completed in accordance with the Statement of Work for the Work Order, in a format approved by the City Project Manager.
 - c. Proof of payment of subcontractors and materialmen as described above for Type 1 Work Orders.
 - d. Diversity Statement. If W/MBE subcontractors or suppliers are used, provide company names and amount spent with each. If no W/MBE subcontractors or suppliers are used, so indicate.
- iii. **Time and Materials with Not-to-Exceed Work Orders:**
 - a. Description and certification of completion of the work as described above for Fixed Price Work Orders.
 - b. Hourly billing information for Time and Materials Work Orders, as described above.
 - c. Proof of payment of subcontractors and materialmen as described above for Time and Materials Work Orders.

55. **WORK SCHEDULE.** As per Scope of Work, Section 01001, Item 1.09 – Work Hours.

56. **CONTRACT INTERPRETATION.** In the event of a conflict between the terms of this Agreement and the General Conditions, the term of the General Conditions shall prevail.

57. **ENTIRE AGREEMENT.** The terms of this Agreement supersede any and all prior or contemporaneous understandings, agreements and representations and constitute the final and complete understandings of the parties.

ADDITIONAL PROVISIONS (In Alphabetical Order)

DEFINITIONS

ADDENDA: Written or graphic instruments issued prior to the opening of Bids which make additions, deletions, or revisions to the solicitation or contract documents.

AGREEMENT: The written contract between the City and Contractor covering the Work, which includes all documents attached to this Agreement or incorporated herein by reference. The words "contract" and "Agreement" are synonymous in these documents.

AMENDMENT: Any written change made to the terms and conditions of the Agreement.

BID: The written offer of Respondent (when submitted on the reproduced approved forms) to perform the Work and furnish the necessary materials in accordance with the provisions of this Agreement.

BID BOND: The security furnished with a Bid to guarantee that Respondent will enter into a contract and execute, deliver, and perform all other obligations described in the Invitation for Bids if Contractor receives a Notice of Intent to Award the contract from the City.

CHANGE ORDER: A written agreement of the parties after the Commencement Date to amend this Agreement so as to modify the Scope of Work or the Total Compensation or provide for an extension of time.

COMMENCEMENT DATE: The date upon which the Work is authorized to proceed.

COMPLETION DATE: The date by which the Work is required to be completed.

CONTRACTOR: Contractor, its officers, employees, agents, successors, and assigns.

CONTRACTOR'S PROJECT MANAGER: The individual designated by the Contractor to be responsible for overall coordination, oversight, and management of the Work for Contractor.

CONTRACTOR'S SUPERINTENDENT: Contractor's representative who is present during the progress of the Work and authorized to receive and fulfill instructions from the Contractor's Project Manager or the City.

CPM or CRITICAL PATH METHOD: The use of calculated task duration with no regard for probabilities. A path has no float and is the longest path through the project. A critical path encompasses those project activities that are crucial and cannot be shifted, having calculated task duration. They are the important activities driving the project. Float belongs to the City.

DAY: Each day shown on the calendar.

DELIVERABLES: All Work that is to be performed pursuant to the Scope of Work, in whole or in part, including, but not limited to, all equipment or materials that are incorporated within the Work.

CITY: The City of St. Augustine, its Commission, officers, agents, and employees.

CITY'S PROJECT MANAGER: The City employee designated by the City to be responsible for overall coordination, oversight, and management of the Work for the City.

CITY'S SUPPLEMENTAL INSTRUCTION: Instructions issued by the City's Project Manager to make minor changes in the Work not affecting the Total Compensation or the Completion Date, and consistent with the purpose of the Work.

FINAL RELEASE OF LIENS: The instrument that is to be signed by Contractor and submitted to the City upon completion of the Work showing that all bills from subcontractors have been paid.

INSPECTOR: The City's Project Manager or an authorized representative of the City who is assigned to inspect the Work.

PERFORMANCE AND PAYMENT BOND: The security furnished by Contractor and surety in either the form provided or in a form approved by the City as a guarantee that Contractor will perform all of its contractual obligations in accordance with the terms of the Agreement and pay in full all bills and accounts for material, labor, services, and supplies used directly or indirectly in the performing the Work.

PERSON: Any individual, partnership, society, association, joint stock company, corporation, estate, receiver, trustee, assignee, referee, or capacity, whether appointed by a court or others, and any combination of individuals.

PRINCIPAL: When used in a Bid, Performance and Payment Bond, the word "principal" means the same as the word "Contractor."

REQUEST FOR BIDS: An advertised solicitation for sealed competitive Bids, with the title, date, and hour of the public opening designated. It includes a detailed description of the goods and/or services sought, the date for submittal of Bids, and all contractual terms and conditions.

RESPONDENT: Any person who submits a Bid in response to a Request for Bids or a proposal in response to a Request for Proposals.

SCOPE OF WORK: The City's written directions, requirements and technical specifications for completing the Work. Standards for specifying materials or testing that are incorporated therein by reference shall have the same force and effect as if fully set forth therein.

SUBCONTRACTORS: Those persons having a direct contract with Contractor relating to performance of the Work, including one who furnishes material worked into a special design in accordance with the plans or specifications of the Work, but not including one who merely furnishes material.

SURETY: The entity bound by a bond to be liable for Contractor's satisfactory performance of the Work and payment of all debts pertaining thereto.

TOTAL BID: The total cost to be paid to Contractor for completion of the Work.

TOTAL COMPENSATION: The total funds to be expended pursuant to this Agreement upon satisfactory completion of the Work.

WORK: All labor, materials, equipment, transportation, supporting documentation, and other products, services, or facilities necessary for complete performance of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate, each of which shall be deemed an original on the day and year first above written.

CITY OF ST. AUGUSTINE,
FLORIDA a municipal corporation

ATTEST:

Name:

Barlene Galambos
Barlene Galambos, City Clerk

(SEAL)



Signed, sealed and delivered
in the presence of:

Witness

Printed Name:

Jana Lause

Witness

Printed Name:

Janet Hass

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Isabelle C. Lopez
Isabelle C. Lopez, City Attorney

By:

Meredith Bridenstein

Printed Name:

Meredith Bridenstein

Title:

Assistant City Manager

Date:

10/7/2020

INSITUFOM TECHNOLOGIES, LLC

By:

Diane Partridge

Diane Partridge
Contracting & Attesting Officer

Printed Name:

Title:

Date:

Oct. 5, 2020

- Exhibit A: Scope of Work/Technical Specifications
- Exhibit B: Insurance Requirements
- Exhibit C: Work Order Authorization (sample)
- Exhibit D: Unit Price Schedule
- Attachment #1 – Protection of Archeological and Historical Sites
- Attachment #2 – Unexpected Discoveries

(signed)

```
(print name)
```

Date: _____

Title: _____

**SECOND RENEWAL OF THE AGREEMENT BETWEEN
THE CITY OF ST. AUGUSTINE
AND INSITUFORM TECHNOLOGIES, LLC FOR SANITARY SEWER CLEANING,
INSPECTION, AND RENEWAL**

THIS RENEWAL AGREEMENT is entered into by and between the CITY OF ST. AUGUSTINE (the "City"), whose mailing address is P. O. Box 210, St. Augustine, Florida 32085, and INSITUFORM TECHNOLOGIES, LLC, ("Contractor"), whose address is 17988 Edison Avenue, Chesterfield, Missouri 63005.

The City entered into an Agreement with Insituform Technologies, LLC on October 7, 2020 for Sanitary Sewer Cleaning, Inspection, and Renewal for a term ending on September 30, 2021. The Agreement included the option to renew up to four (4) consecutive years.

- On September 24, 2021, the Agreement was renewed for an additional two (2) year term, October 1, 2021 through September 30, 2023 (Renewal #1).
- On October 26, 2021, the Agreement's Scope of Work was amended to include four new Sections, and Unit Price Schedule was amended to include Maintenance of Traffic and Sanitary Sewers Renewal and Sanitary Main CIPP Lining (Amendment #1).

The City and Contractor now desire to renew the Agreement for a final two (2) year term, October 1, 2023 through September 30, 2025 (Renewal #2).

In consideration of the mutual covenants contained herein and for other good and valuable consideration, the parties agree to the following:

1. The Agreement, Contract No. PW2020-06, is renewed for a final two (2) year term beginning October 1, 2023 and ending September 30, 2025. For satisfactory performance of the Work outlined in the Contract during this additional term period, the City agrees to pay Contractor in accordance with the Agreement's Revised Unit Price Schedule.
2. The City's Project Manager has changed to:

Stephen Slaughter, P.E.
904-209-4274
sslaughter@citystaug.com

All other terms and conditions of the Agreement are hereby ratified and continue in full force and effect.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate, each of which shall be deemed an original on the day and year first below written.

CITY OF ST. AUGUSTINE,
FLORIDA a municipal corporation

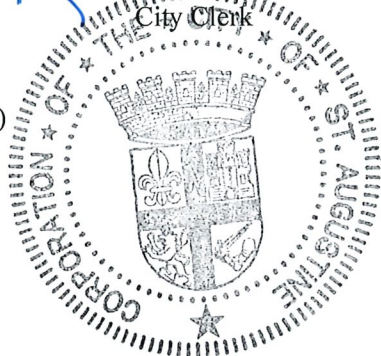
ATTEST:

Name:

Darlene Delamater

City Clerk

(SEAL)



By:

[Signature]

Printed Name: John P. Regan

Title: City Manager

Date:

5/26/23

INSITUFORM TECHNOLOGIES, LLC

Signed, sealed and delivered
in the presence of:

Janet Hass

Janet Hass (May 25, 2023 15:17 CDT)

Witness

Printed Name: Janet Hass

Ursula Youngblood

Ursula Youngblood (May 25, 2023 17:12 CDT)

Witness

Printed Name: Ursula Youngblood

By: Diane Partridge

Diane Partridge (May 25, 2023 14:28 CDT)

Printed Name: Diane Partridge

Title: Contracting and Attesting Officer

Date: May 25, 2023

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

[Signature]

Isabelle C. Lopez, City Attorney

Contract PW 2020-05 PAT Renewal #2 for Sanitary Sewer Manhole Inspections and Rehabilitation Project

Final Audit Report

2023-05-25

Created:	2023-05-18
By:	Joshua Pfeiffer (jPfeiffer@citystaug.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAP_VSEGo9ph50x5c_yTeaBrskTmBxF8UK

"Contract PW 2020-05 PAT Renewal #2 for Sanitary Sewer Manhole Inspections and Rehabilitation Project" History

-  Document created by Joshua Pfeiffer (jPfeiffer@citystaug.com)
2023-05-18 - 2:26:30 PM GMT
-  Document e-signed by Joshua Pfeiffer (jPfeiffer@citystaug.com)
Signature Date: 2023-05-18 - 2:30:16 PM GMT - Time Source: server
-  Document emailed to Sharon Whitener (swhitener@citystaug.com) for signature
2023-05-18 - 2:30:17 PM GMT
-  Email viewed by Sharon Whitener (swhitener@citystaug.com)
2023-05-18 - 2:31:46 PM GMT
-  Document e-signed by Sharon Whitener (swhitener@citystaug.com)
Signature Date: 2023-05-18 - 2:34:15 PM GMT - Time Source: server
-  Document emailed to sslaughter@citystaug.com for signature
2023-05-18 - 2:34:16 PM GMT
-  Email viewed by sslaughter@citystaug.com
2023-05-18 - 2:35:41 PM GMT
-  Signer sslaughter@citystaug.com entered name at signing as Stephen Slaughter
2023-05-18 - 2:36:17 PM GMT
-  Document e-signed by Stephen Slaughter (sslaughter@citystaug.com)
Signature Date: 2023-05-18 - 2:36:19 PM GMT - Time Source: server

-  Document emailed to rfranklin@citystaug.com for signature
2023-05-18 - 2:36:20 PM GMT
-  Email viewed by rfranklin@citystaug.com
2023-05-18 - 8:59:42 PM GMT
-  Signer rfranklin@citystaug.com entered name at signing as Reuben Franklin
2023-05-18 - 9:00:06 PM GMT
-  Document e-signed by Reuben Franklin (rfranklin@citystaug.com)
Signature Date: 2023-05-18 - 9:00:08 PM GMT - Time Source: server
-  Document emailed to lcollier@ess-1.net for signature
2023-05-18 - 9:00:10 PM GMT
-  Email viewed by lcollier@ess-1.net
2023-05-25 - 1:28:18 PM GMT
-  Signer lcollier@ess-1.net entered name at signing as Jim Collier
2023-05-25 - 1:32:07 PM GMT
-  Document e-signed by Jim Collier (lcollier@ess-1.net)
Signature Date: 2023-05-25 - 1:32:09 PM GMT - Time Source: server
-  Document emailed to Jim Collier (jcollier@ess-1.net) for signature
2023-05-25 - 1:32:12 PM GMT
-  Email viewed by Jim Collier (jcollier@ess-1.net)
2023-05-25 - 1:32:47 PM GMT
-  Document e-signed by Jim Collier (jcollier@ess-1.net)
Signature Date: 2023-05-25 - 1:34:53 PM GMT - Time Source: server
-  Document emailed to awebb@ess-1.net for signature
2023-05-25 - 1:34:55 PM GMT
-  Email viewed by awebb@ess-1.net
2023-05-25 - 1:36:20 PM GMT
-  Signer awebb@ess-1.net entered name at signing as Adam Webb
2023-05-25 - 1:36:58 PM GMT
-  Document e-signed by Adam Webb (awebb@ess-1.net)
Signature Date: 2023-05-25 - 1:37:00 PM GMT - Time Source: server
-  Agreement completed.
2023-05-25 - 1:37:00 PM GMT





**Special Meeting
Agenda Item #9
Fencing at Wastewater
Pump Stations**

**CITY OF NEPTUNE BEACH
CITY COUNCIL MEETING
STAFF REPORT**

AGENDA ITEM:	Fence Replacements at Wastewater Pump Stations
SUBMITTED BY:	Deryle Calhoun, P.E. Public Works Director
DATE:	August 14, 2024
BACKGROUND:	Fencing at various wastewater pump stations are currently in disrepair and require replacement. Armstrong Fence Company provided the following quotes utilizing a JEA contract: • Lighty Lane - \$7,382.90; 8' stockade wood fence and 4' gate • Camellia Terrace - \$9,119.77; 100' of 8' chain link fencing with privacy slats and 4' gate • Oceanwood - \$13,950.34; 130' of 8' chain link fencing with privacy slats and 8'x12' double gate City Attorney has previously approved utilizing the JEA contract as a piggyback.
BUDGET:	• As of August 14, 2024, FY24 Budget 401-4335-535-60-63 Sewer Improvements - Not Buildings is \$785,656.80 with \$340,717.89 remaining.
RECOMMENDATION:	• Award to Armstrong Fence Company for replacement of subject fencing in the amount of \$30,453.01
ATTACHMENT:	• Quote from Armstrong Fence Company • Photos of existing conditions



FENCE QUOTE

To: City of Neptune Beach

Re: Lift Stations

Subject: FENCE AND GATES

Armstrong Fence Co a leader in perimeter security throughout the Southeastern United States intends to submit a bid for subject project. The scope of work is to furnish and install as per ***Your Request*** the following:

TO INCLUDE:

- Proposal for Lighty Lane lift station
- Proposal for Camelia Terrace
- Proposal for Oceanwood lift station

- **DUE TO CONTINUING MATERIAL PRICE INCREASES, THIS QUOTE IS ONLY GOOD FOR 7 DAYS**
- Standard Exclusions: Staking, Grading, Grounding, Clearing, Bollards, Intercom Devices, **access control, Intercom Wiring & Conduits, High & Low Voltage Wiring / Conduits**, Concrete (other than post foundations), any other item not specifically listed, and Padlocks.
- **Armstrong shall not be held responsible for any and all damages or liabilities resulting from any cut or damaged lines including, but not limited to gas, water, sprinkler, electric, telephone, fiber optic, or cable.**

Any Questions please feel free to call at 904-562-0827

Accepted by

Date

Chris Puckett
Armstrong Fence Co
3226 Talleyrand Ave
Jacksonville, FL 32206
Phone: 904-356-2333 Ext 12
Fax: 904-356-2332
Email: Cpuckett@armstrong-fence.com

Armstrong Fence Co / JEA Quote Sheet

JOB NAME:		CITY OF NEPTUNE BEACH		DATE:		8/14/2024						
CONTACT:				W/O		CAMILIA TERRACE						
Item number	Quantity	Description	Unit	Unit Price	2022 CPI	2022 Unit Price	2023 CPI	2023 Unit Price	2024 CPI	2024 Price Increase	2024 Unit Price	Final Total
33	100	8' PVT MAXI-SLATS INSERTS, ALL COLORS	L.F.	\$ 6.00	6.80%	\$ 6.41	7.11%	\$ 6.87	4.39%	\$ 0.30	\$ 7.18	\$ 718.00
37	100	8' CHAIN LINK FABRIC, 9 AWG, 2" MESH, GALV, VINYL COATED, W/HARDWARE	L.F.	\$ 6.10	6.80%	\$ 6.51	7.11%	\$ 6.97	4.39%	\$ 0.31	\$ 7.28	\$ 728.00
38	100	TENSION WIRE, 7 AWG, GALV, VINYL COATED	L.F.	\$ 0.40	6.80%	\$ 0.43	7.11%	\$ 0.46	4.39%	\$ 0.02	\$ 0.49	\$ 49.00
41	100	TOP RAIL, 1 5/8" SCH 40 TUBING, GALV, VINYL COATED	L.F.	\$ 2.20	6.80%	\$ 2.35	7.11%	\$ 2.52	4.39%	\$ 0.11	\$ 2.64	\$ 264.00
43	4	12' CORNER/END POST, 3" O.D. SCH 40, GALV, W/HARDWARE, VINYL COATED	EACH	\$ 90.00	6.80%	\$ 96.12	7.11%	\$ 102.95	4.39%	\$ 4.52	\$ 107.47	\$ 429.88
45	10	10' 6" INTERMEDIATE POST, 2.5" O.D. SCH 40, GALV, W/HARDWARE, VINYL COATED	EACH	\$ 50.00	6.80%	\$ 53.40	7.11%	\$ 57.20	4.39%	\$ 2.51	\$ 59.72	\$ 597.20
47	2	12' GATE POST, 4" O.D. SCH 40, GALV, W/HARDWARE, VINYL COATED	EACH	\$ 120.00	6.80%	\$ 128.16	7.11%	\$ 137.27	4.39%	\$ 6.03	\$ 143.30	\$ 286.60
48	2	4" GATE HINGE, BULLDOG, GALV, VINYL COATED	EACH	\$ 15.00	6.80%	\$ 16.02	7.11%	\$ 17.16	4.39%	\$ 0.75	\$ 17.92	\$ 35.84
			EACH	\$ 720.00	6.80%	\$ 768.96	7.11%	\$ 823.63	4.39%	\$ 36.16	\$ 859.79	\$ -
TOTAL CONTRACT MATERIAL ITEMS												\$ 3,108.52
LABOR												
	35	FENCE INSTALLATION FOREMAN	HRS	\$40.00	6.80%	\$42.72	7.11%	\$45.76	4.39%	\$ 2.01	\$47.77	\$ 1,671.95
	70	FENCE INSTALLATION HELPER	HRS	\$30.00	6.80%	\$32.04	7.11%	\$34.32	4.39%	\$ 1.51	\$35.83	\$ 2,508.10
		FENCE INSTALLATION FOREMAN / EMERGENCY HOURS	HRS	\$60.00	6.80%	\$64.08	7.11%	\$68.64	4.39%	\$ 3.01	\$71.66	\$ -
		FENCE INSTALLATION HELPER / EMERGENCY HOURS	HRS	\$45.00	6.80%	\$48.06	7.11%	\$51.48	4.39%	\$ 2.26	\$53.74	\$ -
	7	PROJECT MANAGER	HRS	\$25.00	6.80%	\$26.70	7.11%	\$28.60	4.39%	\$ 1.26	\$29.86	\$ 209.02
TOTAL CONTRACT LABOR ITEMS												\$ 4,389.07
NON CONTRACT ITEMS / OUR COST												
NON	8	8' TALL MAKE UPS									\$20.00	\$ 160.00
NON	153	PRISON TIES VINYL COATED									\$1.03	\$ 157.59
	1	4' x 8' SINGLE GATE									\$1,093.00	\$ 1,093.00
		SUBTOTAL NON CONTRACT ITEMS										\$ 1,410.59
		MARKUP 15% ON NON CONTRACT ITEMS										\$ 211.59
TOTAL NON CONTRACT ITEMS												\$ 1,622.18
TOTAL ESTIMATE												\$ 9,119.77
PROJECT SCOPE												
Install 100' of chain link fence and (1) 4' single swing gate												

Armstrong Fence Co / JEA Quote Sheet

JOB NAME:		CITY OF NEPTUNE BEACH		DAT	8/5/2024							
CONTACT:				W/O	Lighty Lane Lift Station							
Item number	Quantity	Description	Unit	Unit Price	2022 CPI	2022 Unit Price	2023 CPI	2023 Unit Price	2024 CPI	2024 Price Increase	2024 Unit Price	Final Total
70										\$ -	\$ -	\$ -
TOTAL CONTRACT MATERIAL ITEMS												\$ -
LABOR												
	10	FENCE INSTALLATION FOREMAN	HRS	\$40.00	6.80%	\$42.72	7.11%	\$45.76	4.39%	\$ 2.01	\$47.77	\$ 477.70
	20	FENCE INSTALLATION HELPER	HRS	\$30.00	6.80%	\$32.04	7.11%	\$34.32	4.39%	\$ 1.51	\$35.83	\$ 716.60
		FENCE INSTALLATION FOREMAN / EMERGENCY HOURS	HRS	\$60.00	6.80%	\$64.08	7.11%	\$68.64	4.39%	\$ 3.01	\$71.66	\$ -
		FENCE INSTALLATION HELPER / EMERGENCY HOURS	HRS	\$45.00	6.80%	\$48.06	7.11%	\$51.48	4.39%	\$ 2.26	\$53.74	\$ -
	2	PROJECT MANAGER	HRS	\$25.00	6.80%	\$26.70	7.11%	\$28.60	4.39%	\$ 1.26	\$29.86	\$ 59.72
TOTAL CONTRACT LABOR ITEMS												\$ 1,254.02
NON CONTRACT ITEMS / OUR COST												
NON	11	4"x 4" x 10' Line Posts									\$42.70	\$ 469.70
NON	48	2" x 4" x 16' Rail									\$28.61	\$ 1,373.28
NON	205	6" Dog Eared Pickets 8' Long									\$9.67	\$ 1,982.35
NON	2	6" X 6" X 10' Gate Posts									\$105.36	\$ 210.72
NON	1	4' Wide 8' Tall Walk Gate									\$1,178.00	\$ 1,178.00
NON	1	8" Strap Hinges									\$36.43	\$ 36.43
NON	1	Box Of Nails									\$78.98	\$ 78.98
SUBTOTAL NON CONTRACT ITEMS												\$ 5,329.46
MARKUP 15% ON NON CONTRACT ITEMS												\$ 799.42
TOTAL NON CONTRACT ITEMS												\$ 6,128.88
TOTAL ESTIMATE												\$ 7,382.90
PROJECT SCOPE												
Install 11 panels of 8' Tall Stockade Wood Fence												

Armstrong Fence Co / JEA Quote Sheet

JOB NAME:		CITY OF NEPTUNE BEACH	DAT	8/14/2024								
CONTACT:			W/O	OCEAN WOOD LS								
Item numb er	Quantity	Description	Unit	Unit Price	2022 CPI	2022 Unit Price	2023 CPI	2023 Unit Price	2024 CPI	2024 Price Increase	2024 Unit Price	Final Total
33	160	8' PVT MAXI-SLATS INSERTS, ALL COLORS	L.F.	\$ 6.00	6.80%	\$ 6.41	7.11%	\$ 6.87	4.39%	\$ 0.30	\$ 7.18	\$ 1,148.80
37	130	8' CHAIN LINK FABRIC, 9 AWG, 2" MESH, GALV, VINYL COATED, W/HARDWARE	L.F.	\$ 6.10	6.80%	\$ 6.51	7.11%	\$ 6.97	4.39%	\$ 0.31	\$ 7.28	\$ 946.40
38	130	TENSION WIRE, 7 AWG, GALV, VINYL COATED	L.F.	\$ 0.40	6.80%	\$ 0.43	7.11%	\$ 0.46	4.39%	\$ 0.02	\$ 0.49	\$ 63.70
41	130	TOP RAIL, 1 5/8" SCH 40 TUBING, GALV, VINYL COATED	L.F.	\$ 2.20	6.80%	\$ 2.35	7.11%	\$ 2.52	4.39%	\$ 0.11	\$ 2.64	\$ 343.20
43	4	12' CORNER/END POST, 3" O.D. SCH 40, GALV, W/HARDWARE, VINYL COATED	EACH	\$ 90.00	6.80%	\$ 96.12	7.11%	\$ 102.95	4.39%	\$ 4.52	\$ 107.47	\$ 429.88
45	11	10' 6" INTERMEDIATE POST, 2.5" O.D. SCH 40, GALV, W/HARDWARE, VINYL COATED	EACH	\$ 50.00	6.80%	\$ 53.40	7.11%	\$ 57.20	4.39%	\$ 2.51	\$ 59.72	\$ 656.92
47	2	12' GATE POST, 4" O.D. SCH 40, GALV, W/HARDWARE, VINYL COATED	EACH	\$ 120.00	6.80%	\$ 128.16	7.11%	\$ 137.27	4.39%	\$ 6.03	\$ 143.30	\$ 286.60
48	4	4" GATE HINGE, BULLDOG, GALV, VINYL COATED	EACH	\$ 15.00	6.80%	\$ 16.02	7.11%	\$ 17.16	4.39%	\$ 0.75	\$ 17.92	\$ 71.68
61	1	8' X 12' DOUBLE GATE (2-6'), GALV, W/HARDWARE, VINYL COATED	EACH	\$ 720.00	6.80%	\$ 768.96	7.11%	\$ 823.63	4.39%	\$ 36.16	\$ 859.79	\$ 859.79
TOTAL CONTRACT MATERIAL ITEMS												\$ 4,806.97
LABOR												
	70	FENCE INSTALLATION FOREMAN	HRS	\$40.00	6.80%	\$42.72	7.11%	\$45.76	4.39%	\$ 2.01	\$47.77	\$ 3,343.90
	140	FENCE INSTALLATION HELPER	HRS	\$30.00	6.80%	\$32.04	7.11%	\$34.32	4.39%	\$ 1.51	\$35.83	\$ 5,016.20
		FENCE INSTALLATION FOREMAN / EMERGENCY HOURS	HRS	\$60.00	6.80%	\$64.08	7.11%	\$68.64	4.39%	\$ 3.01	\$71.66	\$ -
		FENCE INSTALLATION HELPER / EMERGENCY HOURS	HRS	\$45.00	6.80%	\$48.06	7.11%	\$51.48	4.39%	\$ 2.26	\$53.74	\$ -
	14	PROJECT MANAGER	HRS	\$25.00	6.80%	\$26.70	7.11%	\$28.60	4.39%	\$ 1.26	\$29.86	\$ 418.04
TOTAL CONTRACT LABOR ITEMS												\$ 8,778.14
NON CONTRACT ITEMS / OUR COST												
NON	8	8' TALL MAKE UPS									\$20.00	\$ 160.00
NON	153	PRISON TIES VINYL COATED									\$1.03	\$ 157.59
												\$ -
		SUBTOTAL NON CONTRACT ITEMS										\$ 317.59
		MARKUP 15% ON NON CONTRACT ITEMS										\$ 47.64
TOTAL NON CONTRACT ITEMS												\$ 365.23
TOTAL ESTIMATE												\$ 13,950.34
PROJECT SCOPE												
Install 130' of chain link fence and (1) 12' double swing gate												

Lighty Lane Lift Station



Camelia Terrace Lift Station



Ocean Wood Lift Station

