



## North Bay Village

Administrative Offices

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

Tel: (305) 756-7171 Fax: (305) 756-7722 Website: [www.nbvillage.com](http://www.nbvillage.com)

**OFFICIAL AGENDA  
REGULAR VILLAGE COMMISSION MEETING  
VILLAGE HALL  
1666 KENNEDY CAUSEWAY, #101  
NORTH BAY VILLAGE, FL 33141  
TUESDAY, JULY 10, 2018  
6:30 P.M.**

NOTICE IS HEREWITH GIVEN TO ALL INTERESTED PARTIES THAT IF ANY PERSON SHOULD DECIDE TO APPEAL ANY DECISION MADE AT THE FORTHCOMING MEETING OF THE VILLAGE COMMISSION, SUCH PERSON WILL NEED A RECORD OF THE PROCEEDINGS AND FOR SUCH PURPOSE, HE OR SHE WILL NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. THIS NOTICE DOES NOT CONSTITUTE CONSENT BY THE VILLAGE FOR THE INTRODUCTION OR ADMISSION OF OTHERWISE INADMISSIBLE EVIDENCE, NOR DOES IT AUTHORIZE CHALLENGES OR APPEALS NOT OTHERWISE ALLOWED BY LAW.

TO REQUEST THIS MATERIAL IN ACCESSIBLE FORMAT, SIGN LANGUAGE INTERPRETERS, INFORMATION ON ACCESS FOR PERSON WITH DISABILITIES, AND/OR ANY ACCOMMODATION TO REVIEW ANY DOCUMENT OR PARTICIPATE IN ANY VILLAGE-SPONSORED PROCEEDING, PLEASE CONTACT (305) 756-7171 FIVE DAYS IN ADVANCE TO INITIATE YOUR REQUEST. TTY USERS MAY ALSO CALL 711 (FLORIDA RELAY SERVICE).

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**1. CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

**2. A. PROCLAMATIONS AND AWARDS**

- 1.) NBV SCHOLARSHIP AWARDS
- 2.) POLICE DEPARTMENT COMMENDATION

**B. CITIZEN PRESENTATIONS TO THE COMMISSION**

**C. ADDITIONS AND DELETIONS**

**3. GOOD & WELFARE**

**4. VILLAGE COMMISSION'S REPORT**

**5. GRANT WRITER'S REPORT**

**6. ADVISORY BOARD REPORTS**

- A. ADVISORY CHARTER REVIEW BOARD
- B. ARTS, CULTURAL & SPECIAL EVENTS BOARD
- C. ANIMAL CONTROL ADVISORY BOARD

- D. BUSINESS DEVELOPMENT ADVISORY BOARD
- E. CITIZENS BUDGET & OVERSIGHT BOARD
- F. COMMUNITY ENHANCEMENT BOARD
- G. PLANNING & ZONING BOARD

7. **VILLAGE ATTORNEY'S REPORT**

8. **VILLAGE MANAGER'S REPORT**

9. **CONSENT AGENDA:** (Matters on the Consent Agenda are self-explanatory and are not expected to require discussion or review. Items will be adopted by one motion. If discussion is desired by any member of the Commission, that item must be removed from the Consent Agenda and will be considered separately.)

- A. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA AWARDED AN RFP CONTRACT FOR RFP NO. 2018-003 FOR DISASTER AND DEBRIS MANAGEMENT SERVICES TO T.F.R. ENTERPRISES, INC.; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE RELATED AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE. (*INTRODUCED BY VILLAGE MANAGER MARLEN D. MARTELL*)

The proposed Resolution will allow the Village Manager to enter into a contract with the company to provide disaster and debris management services during disaster or emergency events.

- 1.) Commission Action

10. **ORDINANCES FOR FIRST READING AND RESOLUTIONS**

- A. AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 94 OF THE VILLAGE CODE OF ORDINANCES ENTITLED "GARBAGE, TRASH, AND WEEDS" BY CREATING SECTION 94.25, "PROHIBITION ON DISTRIBUTION, SALE OR USE OF PLASTIC STRAWS"; AMENDING SECTION 153.04 "SCHEDULE OF CIVIL PENALTIES"; PROVIDING FOR ENFORCEMENT; CODIFICATION; SEVERABILITY; CONFLICTS; AND AN EFFECTIVE DATE. (*INTRODUCED BY MAYOR CONNIE LEON-KREPS, VICE MAYOR ANDREANA JACKSON, COMMISSIONER JOSE ALVAREZ, COMMISSIONER LAURA CATTABRIGA, AND COMMISSIONER EDDIE LIM*)

The proposed Ordinance seeks to eliminate plastic straws from the Village.

- 1.) Commission Action

- B. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, ACCEPTING A PROPOSAL FROM ENVIROWASTE SERVICES GROUP, INC. TO CONDUCT A SANITARY SEWER EVALUATION TESTING; AUTHORIZING THE VILLAGE OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE PROPOSAL; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER MARLEN D. MARTELL)**

The proposed Resolution will engage the services of the company to evaluate the sewer system to identify and reduce infiltration and overflow into the system.

**1.) Commission Action**

- C. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE CONTRACT BETWEEN THE CHILDREN'S TRUST AND THE VILLAGE FOR THE PROVISION OF YOUTH DEVELOPMENT SERVICES (K-5); AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE CONTRACT; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER MARLEN D. MARTELL)**

The proposed Resolution will approve a contract with the Children's Trust to continue the Village's Out-of-School Program at Treasure Island Elementary School with \$169,252 grant funding.

**1.) Commission Action**

- D. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE ATTACHED PROPOSAL FROM NELCO TESTING & ENGINEERING SERVICES, INC. FOR THE PURPOSE OF EVALUATING THE STRUCTURAL INTEGRITY OF THE BAYWALK PLAZA PROJECT AREA; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER MARLEN D. MARTELL)**

The proposed Resolution will accept the proposal from Nelco to check the borings at the Baywalk plaza project

**1.) Commission Action**

**11. PUBLIC HEARINGS ITEMS INCLUDING ORDINANCES FOR SECOND**

**READING:** Please be advised that if you wish to comment upon any of these \quasi-judicial items, please inform the Mayor when she requests public comments. An opportunity for persons to speak on each item will be made available after the applicant and staffs have made their presentations on each item. All testimony, including public testimony and evidence, will be made under oath or affirmation. Additionally, each person who gives testimony may be subject to cross-examination. If you refuse either to be cross-examined or to be sworn, your testimony will be given its due weight. The general public will not be permitted to cross-examine witnesses, but the public may request the Commission to ask questions of staff or witnesses on their behalf. Persons representing organizations must present evidence of their authority to speak for the organization. Further, details of the quasi-judicial procedures may be obtained from the Village Clerk.

- A. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, PERMITTING INSTALLATION OF A NEW BOATLIFT ON AN EXISTING DOCK AT 7601 EAST TREASURE DRIVE IN SLIP A-34, WHICH WILL EXTEND BEYOND THE 25 FOOT LENGTH LIMIT; GRANTING A WAIVER PURSUANT TO SECTION 9.12(B) OF THE UNIFIED LAND DEVELOPMENT CODE; PROVIDING FINDINGS, PROVIDING FOR GRANTING THE REQUEST; PROVIDING FOR CONDITIONS; PROVIDING FOR APPEAL; PROVIDING FOR VIOLATIONS; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER MARLEN D. MARTELL)**

The proposed Resolution will approve a waiver to install a boatlift beyond the 25 foot required length.

**1.) Commission Action**

- B. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, PERMITTING INSTALLATION OF A NEW BOATLIFT WITH A BOARDING PLATFORM AND ACCESS PLATFORM ON AN EXISTING DOCK AT 7601 EAST TREASURE DRIVE IN SLIP A-47, WHICH WILL EXTEND BEYOND THE 25 FOOT LENGTH LIMIT; GRANTING A WAIVER PURSUANT TO SECTION 9.12(B) OF THE UNIFIED LAND DEVELOPMENT CODE; PROVIDING FINDINGS, PROVIDING FOR GRANTING THE REQUEST; PROVIDING FOR CONDITIONS; PROVIDING FOR APPEAL; PROVIDING FOR VIOLATIONS; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER MARLEN D. MARTELL)**

The proposed Resolution will approve a waiver to install a boatlift beyond the 25 foot required length.

**1.) Commission Action**

- C. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, PERMITTING INSTALLATION OF A NEW BOATLIFT WITH A BOARDING PLATFORM AND ACCESS PLATFORM ON AN EXISTING DOCK AT 7601 EAST TREASURE DRIVE IN SLIP A-79, WHICH WILL EXTEND BEYOND THE 25 FOOT LENGTH LIMIT; GRANTING A WAIVER PURSUANT TO SECTION 9.12(B) OF THE UNIFIED LAND DEVELOPMENT CODE; PROVIDING FINDINGS, PROVIDING FOR GRANTING THE REQUEST; PROVIDING FOR CONDITIONS; PROVIDING FOR APPEAL; PROVIDING FOR VIOLATIONS; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER MARLEN D. MARTELL)**

The proposed Resolution will approve a waiver to install a boatlift beyond the 25 foot required length.



**1.) Commission Action**

- D. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A REQUEST BY JOSEPH GRECO FOR A VARIANCE PURSUANT TO SECTION 7.4(B) OF THE NORTH BAY VILLAGE CODE OF ORDINANCES TO PERMIT A 5.78 FOOT REAR YARD SETBACK FOR THE CONSTRUCTION OF A SWIMMING POOL AT 7516 BUCCANEER AVENUE; PROVIDING FINDINGS, PROVIDING FOR GRANTING THE REQUEST; PROVIDING FOR CONDITIONS; PROVIDING FOR APPEAL; PROVIDING FOR VIOLATIONS; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER MARLEN D. MARTELL)**

The proposed Resolution will approve the construction of a swimming pool to encroach the required 7.5 foot rear yard setback.

**1.) Commission Action**

- E. AN AMENDMENT TO THE NORTH BAY VILLAGE COMPREHENSIVE PLAN AMENDING THE FUTURE LAND USE ELEMENT, CREATING A TRANSFER OF DENSITY PROGRAM TO ALLOW TRANSFER OF DENSITY FROM VILLAGE OWNED PROPERTIES TO PROPERTIES IN THE MULTI-FAMILY HIGH DENSITY RESIDENTIAL FUTURE LAND USE CATEGORY AND COMMERCIAL FUTURE LAND USE CATEGORY, PROVIDING FOR AN INCREASED MAXIMUM DENSITY ALLOWED FOR PROPERTIES IN THE COMMERCIAL FUTURE LAND USE CATEGORY WITH DIRECT ACCESS TO KENNEDY CAUSEWAY. (INTRODUCED BY VILLAGE MANAGER MARLEN D. MARTELL)**

The proposed Ordinance will allow for the transfer of density from Village owned properties to be purchased for development on the north side of the Kennedy Causeway.

**1.) Commission Action**

**12. UNFINISHED BUSINESS**

**13. NEW BUSINESS**

- A. RECONSIDERATION OF RESOLUTION NO. 2018-34 REPEALING RESOLUTION NO. 2013-45 PERTAINING TO EMPLOYEE COMPENSATION DURING EMERGENCIES**

**1.) Commission Action**

14. **APPROVAL OF MINUTES – COMMISSION MEETING**

A. **REGULAR COMMISSION MEETING – JUNE 12, 2018**

1.) **Commission Action**


15. **ADJOURNMENT**

## NORTH BAY VILLAGE POLICE DEPARTMENT

### MEMORANDUM NO. 18-06-05

**DATE:** June 29, 2018

**TO:** Lieutenant Brian Collins  
Sergeant Peter Guevara  
Detective Manuel Casais  
Officer Ismael Chevalier  
Officer Walter Sajdak

**FROM:** Lewis Velken, Chief of Police 

**SUBJECT:** Commendation

It has been brought to my attention that your collective efforts have distinguished you in the performance of your duties and are worthy of commendation.

On June 22, 2018, Officer Ismael Chevalier was dispatched to a missing person investigation involving an elderly male, 72 years of age. Officer Chevalier met with a family member who advised his father was driving when he went missing for 3 hours and has displayed early signs of Dementia in the past. The elderly male was not responding to repeated telephone calls. Detective Manuel Casais was contacted and immediately requested a Silver Alert be issued based on the circumstances.

Officers Ismael Chevalier, Officer Walter Sajdak, and Detective Manuel Casais conducted a thorough search of the Village and other frequented locations for the missing person with negative results. Dispatcher Dennis Neroni contacted the cellular telephone carrier but the cellphone had been turned off.

Detective Casais discovered the missing person's vehicle had a tracking device. Detective Casais contacted the company running the tracking system and provided them with "exigent circumstance" enabling them to activate the system remotely in order to locate the vehicle.

The vehicle was quickly located in a remote area of South Dade. Sergeant Peter Guevara requested the assistance of the Miami-Dade Police Department's (MDPD) Hammocks District patrol officers as well as the helicopter unit. Shortly after arriving in the area, the helicopter unit located the vehicle near an abandoned cement plant. MDPD's patrol units responded and found the missing person disoriented but in good health. Fire Rescue was responded and transported him to the hospital as a precautionary measure. Detective Casais notified the family who responded to the hospital. After his release from the hospital, Lieutenant Brian Collins followed up with the family and provided the personal service our residents deserve.

Your well-coordinated efforts evince the spirit of teamwork. Your determination was instrumental in locating our elderly resident and ensuring his safe return home. You are all a credit to the North Bay Village Police Department and the community you serve. Thank you for a job well done.

LV/

Distribution: Marlen Martell, Village Manager  
Yolanda Menegazzo, Assistant Village Manager  
Personnel File (5)



**To:** North Bay Village Mayor & Village Commission  
**From:** LaKeesha Morris, MSW  
**Date Submitted:** July 2, 2018  
**Reporting Period:** June 1 – June 30, 2018

### **Grants Submitted this Reporting Period:**

1. Miami-Dade Age Friendly Initiative Mini-Grant
  - a. **Date Submitted:** June 15, 2018
  - b. **Amount of Request:** \$2,500
  - c. **Summary:** The Village submitted a grant for \$2,500 to install a small computer lab for older adults on the first floor of the Village Hall. The Village also plans to incorporate health education into weekly activities for older adults.
  - d. **Update:** On Friday, June 29, the Village was notified that this grant was selected for funding.

### **Grants “Under Construction”**

*The following grants are currently open and being considered by the Village.*

1. Alliance for Aging of Miami-Dade and Monroe Counties
  - a. **Date Due:** July 12, 2018
  - b. **Amount of Request:** Varies
  - c. **Summary:** The Village will apply for funding to support the current Village Trolley providing free door to door transit for older adults for shopping and planned group activities. The Village will also request funding for recreational services for older adults.
  
2. Department of Emergency Management – HGMP
  - a. **Date Due:** August 6, 2018
  - b. **Amount of Request:** \$11 Million
  - c. **Summary:** The Village has identified several potential flood and hazard mitigation projects that meet the eligibility requirements for the HGMP Grant. The Miami-Dade LMS is still reviewing the list and based on the most recent estimate of available State funds, has asked the municipalities to review their intended projects and consider applying for their most urgent items. See attached list of items that have been approved by the Local Mitigation Strategy Workgroup. (LMS)



## Grant Updates

On Saturday, June 16, LaKeesha traveled to Cocoa Beach to present the Village's Baywalk Plaza South Project to the Florida Inland Navigation District (FIND) Board of Directors. The Village's proposal received positive feedback from multiple members of the Board, and the Miami-Dade County FIND Representative, Spencer Crowley endorsed the project. The final funding decision will be made in September 2018. The Village is requesting \$180,000 to complete construction of the Baywalk Plaza South Project.



# Agenda Item 9A



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## **NORTH BAY VILLAGE RECOMMENDATION MEMORANDUM**

**DATE:** June 26, 2018

**TO:** Mayor Connie Leon-Kreps  
Vice Mayor Andreana Jackson  
Commissioner Jose R. Alvarez  
Commissioner Laura Cattabriga  
Commissioner Eddie Lim

**RECOMMENDED BY MANAGER:** Marlen D. Martell, MPA, CFM  
Village Manager

**PRESENTED BY:** Juan Carlos Valiente Director of Public Works

**SUBJECT:** Award of RFP No. 2018-003 – Disaster and Debris Management Services

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### **RECOMMENDATION:**

It is recommended that the Village Commission adopt the attached Resolution awarding RFP No. NBV 2018-003 for Disaster and Debris Management to T.F.R. Enterprises, Inc. and authorizing the Village Manager to enter into the related contract for such services.

### **BACKGROUND:**

The Village solicited proposals for vendors to provide Disaster and Debris Management Services under RFP No. 2018-003 on May 31, 2018. Two proposals were received from the following companies: DRC Emergency Services, LLC and T.F.R. Enterprises, Inc.

An RFP Evaluation Committee (Committee) consisting of Public Works Director Juan Carlos Valiente, Chief Lewis Velken, and Public Works Superintendent Timothy Smith met on June 25, 2018 at 4:10 P.M. to review and evaluate the proposals.

# Agenda Item 9A

## Results

The Committee reviewed the bid proposals based on the criteria set out in the RFP, and ranked them as follows:

- |    |                             |      |
|----|-----------------------------|------|
| 1. | T.F.R. Enterprises, Inc.    | 98.3 |
| 2. | DRC Emergency Services, LLC | 88.6 |

The Committee determined that T.F.R. Enterprises, Inc. is the most responsive qualified bidder, and recommended the Village Manager award the RFP to this company.

## **BUDGET:**

There is no cost to enter into the contract. Expenditure of funds related to disaster and debris management services will come from the Emergency Reserves.

## **PERSONNEL:**

None.

## **CONTACT:**

Village Manager Marlen D. Martell  
Public Works Director Juan Carlos Valiente





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### MEMORANDUM North Bay Village

**DATE:** June 28, 2018

**TO:** Yvonne P. Hamilton, CMC  
Village Clerk

**FROM:** Marlen D. Martell, MPA, CFM   
Village Manager

**SUBJECT:** Introduction of Resolution

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Pursuant to Section 3.08 of the Village Charter, I hereby introduce the following Resolution:

**A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA AWARDED AN RFP CONTRACT FOR RFP NO. 2018-003 FOR DISASTER AND DEBRIS MANAGEMENT SERVICES TO T.F.R. ENTERPRISES, INC; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE RELATED AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.**

Accordingly, please place the item on the next available agenda.

MDM:yph

Mayor  
Connie Leon-Kreps

Vice Mayor  
Andreanna Jackson

Commissioner  
Jose R. Alvarez

Commissioner  
Laura Cattabriga

Commissioner  
Eddie Lim



# Agenda Item 9A

## RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA AWARDED AN RFP CONTRACT FOR RFP NO. 2018-003 FOR DISASTER AND DEBRIS MANAGEMENT SERVICES TO T.F.R. ENTERPRISES, INC.; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE RELATED AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER MARLEN D. MARTELL)**

**WHEREAS**, the Village Manager has, pursuant to the various laws of the State of Florida and the North Bay Village Code, properly solicited and accordingly accepted proposals for RFP No. 2018-003 for Disaster and Debris Management Services; and

**WHEREAS**, sealed bids have been submitted to and received by the Village pursuant to the Village's Request for Proposals, from DRC Emergency Services, LLC and T.F.R. Enterprises, Inc.; and

**WHEREAS**, an RFP Evaluation Committee consisting of Public Works Director Juan Carlos Valiente, Chief Lewis Velken, and Public Works Superintendent Timothy Smith determined that T.F.R. Enterprises, Inc. submitted the most responsive bid for disaster and debris removal services; and

**WHEREAS**, the Village Commission, upon recommendation of the Village Manager, wish to award said RFP to the most responsive bidder; T.F.R. Enterprises, Inc.

**NOW, THEREFORE, BE IT DULY RESOLVED BY THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS:**

**Section 1:** **Recitals.** The foregoing whereas clauses are hereby ratified and confirmed as being true and the same are hereby made a specific part of this Resolution.

**Section 2:** **Award of RFP.** RFP No. 2018-003 for Disaster and Debris Management Services is hereby awarded to T.F.R. Enterprises, Inc.

**Section 3:** **Authorizing of Village Manager.** The Village Manager is authorized to enter into the related agreement with T.F.R. Enterprises, Inc., pursuant to the scope of services outlined in RFP No. 2018-003.

**Section 4:** **Effective Date.** This Resolution shall take effect immediately upon approval.

The foregoing Resolution was offered by \_\_\_\_\_, who moved for its adoption. This motion was seconded by \_\_\_\_\_, and upon being put to a vote, the vote was as follows:

# Agenda Item 9A

**FINAL VOTE AT ADOPTION:**

Mayor Connie Leon-Kreps \_\_\_\_\_  
Vice Mayor Andreana Jackson \_\_\_\_\_  
Commissioner Jose Alvarez \_\_\_\_\_  
Commissioner Laura Cattabriga \_\_\_\_\_  
Commissioner Eddie Lim \_\_\_\_\_

PASSED and ADOPTED this 10th day of July 2018.

\_\_\_\_\_  
Connie Leon-Kreps  
Mayor

**ATTEST:**

\_\_\_\_\_  
YVONNE P. HAMILTON, CMC  
Village Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Norman C. Powell, Esq.  
Village Attorney

North Bay Village Resolution: Award of RFP No. 2018-003 for Disaster and Debris Management Services.

# Agenda Item 9A



## North Bay Village

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### MEMORANDUM

**DATE:** June 26, 2018

**TO:** Marlen D. Martell  
Village Manager

*Must go to Commission*

**FROM:** Juan Valiente  
Public Works Director, North Bay Village

**SUBJECT:** RFP No. 2018-003, Disaster and Debris Management Services  
Evaluation Committee Meeting

On June 22, 2018, bid proposals were received at North Bay Village for the above referenced subject services. Two companies submitted bid proposals for consideration; DRC Emergency Services, LLC (See Price Proposal attached) and T.F.R. Enterprises, Inc. (See Price Proposal attached).

The evaluation committee met on June 25, 2018 at 4:10PM to evaluate the bid proposals. The meeting was recorded by the Village Clerk, Yvonne Hamilton. The committee was composed of the following individuals:

1. Mr. Juan Valiente; Public Works Director, North Bay Village who served as the evaluation committee chair.
2. Mr. Timothy Smith; Public Works Superintendent, North Bay Village.
3. Mr. Lewis Velken; Chief of Police, North Bay Village.

The evaluation committee performed an evaluation of the criteria required in the bid documents. The proposal evaluation points for each member were as follows:

EVALUATOR	T.F.R. ENTERPRISES, INC.						
	AWARD Yes/No	TOTAL EVALUATION POINTS MAXIMUM 100	EXPERIENCE & ABILITY POINTS MAXIMUM 25	OPERATIONAL PLAN POINTS MAXIMUM 25	PREVIOUS EXPERIENCE POINTS MAXIMUM 20	FINANCIAL CAPABILITY POINTS MAXIMUM 5	PROJECT COST POINTS MAXIMUM 25
Timothy Smith	Yes	95	25	25	20	5	20
Juan Valiente	Yes	100	25	25	20	5	25
Lewis Velken	Yes	100	25	25	20	5	25
	<b>TOTAL POINTS</b>	<b>295</b>	<b>75</b>	<b>75</b>	<b>60</b>	<b>15</b>	<b>70</b>
	<b>AVERAGE TOTAL POINTS</b>	<b>98.3</b>					

Out of a total of 300 points available the bidder, T.F.R. Enterprises, Inc., achieved a total of 295 points.

**Mayor**  
Connie Leon-Kreps

**Vice Mayor**  
Andreanna Jackson

**Commissioner**  
Jose R. Alvarez

**Commissioner**  
Laura Cattabriga

**Commissioner**  
Eddie Lim

# Agenda Item 9A

EVALUATOR	DRC EMERGENCY SERVICES, LLC						
	AWARD YES/NO	TOTAL EVALUATION POINTS MAXIMUM 100	EXPERIENCE & ABILITY POINTS MAXIMUM 25	OPERATIONAL PLAN POINTS MAXIMUM 25	PREVIOUS EXPERIENCE POINTS MAXIMUM 20	FINANCIAL CAPABILITY POINTS MAXIMUM 5	PROJECT COST POINTS MAXIMUM 25
Timothy Smith	No	85	25	25	20	5	10
Juan Valiente	No	90	25	25	20	5	15
Lewis Velken	No	91	24	24	19	4	20
	<b>TOTAL POINTS</b>	<b>266</b>	<b>74</b>	<b>74</b>	<b>59</b>	<b>14</b>	<b>45</b>
	<b>AVERAGE TOTAL POINTS</b>	<b>88.6</b>					

Out of a total of 300 points available the bidder, DRC Emergency Services, LLC, achieved a total of 266 points.

The Village Clerk read the tally of the evaluators' responses for both responsive bidders. I then motioned to select T.F.R. Enterprises, Inc. as they were the highest scoring responsive bidder; Lewis Velken seconded the motion. The committee voted unanimously in favor of selecting T.F.R. Enterprises, Inc., the highest scoring responsive bidder. Hence, the committee recommends it is in the best interest of the Village that the Village Manager awards the contract to T.F.R. Enterprises, Inc.

Also in attendance at the Evaluation Committee Meeting were Yolanda Menegazzo, Assistant Village Manager of North Bay Village; Elbert Wrains, Finance Director of North Bay Village; Norman C. Powell, North Bay Village Attorney and Marie A. Bennett, Document Controller of Public Works, North Bay Village. The meeting was adjourned at 4:30PM.

  
 \_\_\_\_\_  
 Juan Valiente  
 Director Public Works, North Bay Village

  
 \_\_\_\_\_  
 Recommendation Approved/Denied  
 Marlen D. Martell, Village Manager

CC: Ms. Yvonne Hamilton, Village Clerk for North Bay Village  
 Mr. Timothy Smith; Superintendent Public Works, North Bay Village  
 Mr. Lewis Velken, Chief of Police, North Bay Village



# Agenda Item 9A



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## Disaster and Debris Management Service

RFP No. 2018-003

“Exhibit 1”

### PRICE FORM

**PRICE PROPOSAL:** The Proposer shall provide the hourly rates, unit prices, and equipment rates requested below. These prices and rates shall be all inclusive of labor, equipment, maintenance, fuel, delivery costs, travel time, per diem and any other travel or miscellaneous expenses.

#### Part A: HOURLY RATES

1. Project Manager	\$ <u>70.00</u> per hour
2. Operations Managers	\$ <u>80.00</u> per hour
3. Crew Foreman	\$ <u>60.00</u> per hour
4. Skilled Sawman	\$ <u>45.00</u> per hour
5. Tree Climber	\$ <u>90.00</u> per hour
6. Administrative Staff	\$ <u>40.00</u> per hour
7. Chipper Operations	\$ <u>345.00</u> per hour

#### Part B: TASK AND FEE UNIT SCHEDULE

1.	Loading and Hauling Debris from Public Property and Rights-of-Way (vegetative or construction debris) to a Temporary Debris Staging and Reduction Site per Cubic Yard
1A\$	<u>9.45</u> (to a location within North Bay Village Legal Boundaries)
1B\$	<u>9.45</u> (to a location within North Bay Village Legal Boundaries)
1B\$	<u>11.95</u> (to a location outside of North Bay Village but within Miami Dade County Legal Boundaries)
1B\$	<u>11.95</u> (to a location within Miami Dade, Broward and Palm Beach counties)
1D\$	<u>11.95</u> (to a location not within the Tri-County area of Broward, Miami-Dade or Palm Beach counties)

# Agenda Item 9A

2. Loading and Hauling Debris from Public Property and Rights-of-Way (vegetative or construction debris) to a Final Disposal Site per Cubic Yard
 

2A\$	9.95		(to a location within North Bay Village Legal Boundaries)
2B\$	12.25		(to a location outside of North Bay Village but within Miami-Dade County Legal Boundaries)
2C\$	14.25		(to a location within Miami-Dade or Palm Beach County Legal Boundaries)
2D\$	16.25		(to a location not within the Tri-County area of Broward, Miami-Dade or Palm Beach Counties)
  
3. On-site Chipping (as per Section 5.12) to include Loading and Hauling Debris from Public Property and Rights-of-Way to a Final Disposal Site per Cubic Yard
 

3A\$	195.00		(to a location within North Bay Village Legal Boundaries)
3B\$	215.00		(to a location outside of North Bay Village but within Miami-Dade Legal Boundaries)
3C\$	235.00		(to a location within Broward or Palm Beach County Legal Boundaries)
3D\$	255.00		(to a location not within the Tri-County area of Miami-Dade, Broward or Palm Beach Counties)
  
4. Management and Operation of a Temporary Debris Staging and Reduction Site per incoming Cubic Yard
 

	\$ 1.25	
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5. Debris Reduction by Chipping/Grinding per Cubic Yard
 

	\$ 2.70	
--	---------	--
6. Freon Management and Recycling Per Unit
 

	\$ 65.00	
--	----------	--
7. Animal Carcass Collection, Hauling, and Final Disposal per Pound
 

	\$ 2.95	
--	---------	--
8. Loading and Hauling Debris Reduction By-Products to a Final Disposal Site per Cubic Yard
 

	\$ 7.55	
--	---------	--
9. Loading and Hauling Household Hazardous Waste to a Final Disposal Site per Pound
 

	\$ 9.95	
--	---------	--
10. Loading and Hauling abandoned vehicles and derelict vessels (land based) to a Final Disposal Site per Unit
 

	\$ 330.00	
--	-----------	--
11. Hazardous Stump Removal, Loading and Hauling to a Temporary Debris Staging and Reduction Site:
 

	A. 24 inch to 35.99 inch diameter Each	\$ 300.00	
	B. 36 inch to 47.99 inch diameter Each	\$ 650.00	
	C. 48 inch and larger diameter Each	\$ 950.00	
12. Hazardous Leaners Loading and Hauling to a Temporary Debris Staging and Reduction Site:
 

	A. 6 inch to 23.99 inch diameter Each	\$ 195.00	
	B. 24 inch to 35.99 inch diameter Each	\$ 310.00	
	C. 36 inch to 47.99 inch diameter Each	\$ 495.00	
	D. 48 inch and larger diameter Each	\$ 695.00	

# Agenda Item 9A

13. Hangers 2 inches and greater per tree	\$ <u>85.00</u>
14. Cleaning of Catch Basins (Includes disposal) Each	\$ <u>595.00</u>
15. Cleaning of Drainage Pipes Linear Feet	\$ <u>17.75</u>
16. Clean, Fill Dirt per Cubic Yard	\$ <u>20.00</u>
17. Clean, Fill Dirt and Sodding per Cubic Yard	\$ <u>24.50</u>
18. Re-sodding all areas after debris removal	\$ <u>2.25/SF</u>
19. Cleaning asphalt areas after debris removal	\$ <u>\$245.00/hour</u>

## Part C: EQUIPMENT RATES

Item / Description – or equivalent	Hourly Price
1. JD 544 Wheel Loader with debris grapple	\$ <u>155.00</u>
2. JD 644 Wheel Loader with debris grapple	\$ <u>165.00</u>
3. Extendaboom Forklift with debris grapple	\$ <u>125.00</u>
4. 753 Bobcat Skid Steer Loader with debris grapple	\$ <u>125.00</u>
5. 753 Bobcat Skid Steer Loader with bucket	\$ <u>125.00</u>
6. 30-50 HP Farm Tractor with box blade or rake	\$ <u>95.00</u>
7. 2 - 21/2 cu. yd. Articulated Loader with bucket	\$ <u>185.00</u>
8. 3 – 4 cu. yd. Articulated Loader with bucket	\$ <u>195.00</u>
9. JD 648E Log Skidder, or equivalent	\$ <u>100.00</u>
10. CAT D4 Dozer	\$ <u>150.00</u>
11. CAT D5 Dozer	\$ <u>250.00</u>
12. CAT D6 Dozer	\$ <u>350.00</u>
13. CAT D7 Dozer	\$ <u>400.00</u>
14. CAT D8 Dozer	\$ <u>450.00</u>
15. CAT 125 – 140 HP Motor Grader	\$ <u>250.00</u>
16. JD 690 Trackhoe with debris grapple	\$ <u>175.00</u>
17. JD 690 Trackhoe with bucket & thumb	\$ <u>175.00</u>
18. Hand-Fed Debris Chipper	\$ <u>295.00</u>
19. 300 – 400 HP Horizontal Grinder	\$ <u>395.00</u>
20. 800 – 1,000 HP Horizontal Grinder	\$ <u>595.00</u>
21. 30 Ton Crane	\$ <u>395.00</u>
22. 50 Ton Crane	\$ <u>445.00</u>



# Agenda Item 9A

23.	100 Ton Crane (8 hour minimum)	\$ 675.00
24.	40 – 60' Bucket Truck	\$ 275.00
25.	Greater Than 60' Bucket Truck	\$ 375.00
26.	Fuel / Service Truck	\$ 95.00
27.	Water Truck	\$ 95.00
28.	Portable Light Plant	\$ 85.00
29.	Lowboy Trailer with Tractor	\$ 150.00
30.	Flatbed Truck	\$ 140.00
31.	Pick-up Truck (unmanned)	\$ 45.00
32.	Self-Loading Dump Truck with debris grapple	\$ 250.00
33.	Single Axle Dump Truck, 5 – 12 cu. yd.	\$ 100.00
34.	Tandem Axle Dump Truck, 16 – 20 cu. yd.	\$ 110.00
35.	Tandem Axle Dump Truck, 21 – 30 cu. yd.	\$ 130.00
36.	Tandem Axle Dump Truck, 31 – 50 cu. yd.	\$ 150.00
37.	Tandem Axle Dump Truck, 51 – 80 cu. yd.	\$ 180.00
38.	Temporary Office Trailer      DAILY RATE →	\$ 1200.00

## Part D: EMERGENCY POWER GENERATORS AND SUPPORT EQUIPMENT

Item / Description – or equivalent	Cost Per Day (24 hours)	Cost Per Week (7 days)
1. 10 KW Generator	\$ 510.00	\$ 2805.00
2. 15 KW Generator	\$ 510.00	\$ 2805.00
3. 25 KW Generator	\$ 510.00	\$ 2805.00
4. 50 KW Generator	\$ 600.00	\$ 3300.00
5. 75 KW Generator	\$ 650.00	\$ 3500.00
6. 100 KW Generator	\$ 720.00	\$ 3960.00
7. 175 KW Generator	\$ 1455.00	\$ 8002.50
8. 250 KW Generator	\$ 2070.00	\$ 11385.00
9. 300 KW Generator	\$ 2650.00	\$ 16500.00
10. 350 KW Generator	\$ 3240.00	\$ 18950.00
11. 500 KW Generator	\$ 3675.00	\$ 20212.50
12. 750 KW Generator	\$ 5400.00	\$ 29700.00



# Agenda Item 9A

13. 800 KW Generator	\$ 5,400.00	\$ 29,700.00
14. 1000 KW Generator	\$ 6,960.00	\$ 38,280.00
15. 1250 KW Generator	\$ 9,280.00	\$ 51,040.00
16. 1500 KW Generator	\$ 10,590.00	\$ 58,245.00
17. 1750 KW Generator	\$ 14,120.00	\$ 77,660.00
18. Trailers	\$ 1,500.00	\$ 6,000.00
19. Cables (400 amp) 50 ft	\$ 500.00	\$ 2,000.00

## Part E: OPTIONAL SERVICES

Optional Services	Unit	Price
3. Removal of motor vehicles including towing, processing and disposal	PER Vehicle	\$ 330.00
4. Removal of boats including towing, processing and disposal Per LF of	PER LF of Vessel	\$ 185.00
5. Provision of emergency potable water	PER Gallon	\$ 2.00
6. Provision of emergency ice	PER LB	\$ 0.60
7. Temporary bathrooms / port-o-lets PER	PER Unit	\$ 500.00/week
8. Provision of temporary satellite phones PER	PER Phone/Per Day	\$ 150.00 plus \$1.95/minute
9. Sewer and catch basin cleaning including transportation and Disposal	PER EA	\$ 595.00

# Agenda Item 9A

The undersigned attests to his/her authority to submit this proposal and to bind the firm herein named to perform as per contract, if the firm is awarded the Contract by North Bay Village. The undersigned further certifies that he/she has read the Request for Proposal relating to this request and this proposal is submitted with full knowledge and understanding of the requirements and time constraints noted herein. By signing this form, the proposer hereby declares that this proposal is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.

Authorized Signatory: \_\_\_\_\_

Executed by: Kristy Fuentes \_\_\_\_\_

(Type or print name)

Title: Vice President, Secretary, Treasurer \_\_\_\_\_

For (Company): DRC Emergency Services, LLC \_\_\_\_\_

Address: 110 Veterans Blvd. Suite 515, New Orleans, LA 70005 \_\_\_\_\_

Telephone Number: 888-721-4372 Fax Number: 504-482-2852 \_\_\_\_\_

Contact Email: Kfuentes@drcusa.com \_\_\_\_\_

## **ADDENDA ACKNOWLEDGMENT**

---

DRC is in receipt of Addenda 1 and 2

*Please see the Checklist and Form 6 Acknowledgment of Addenda attached in the Proposal per the RFP specifications*

# Agenda Item 9A

## ACTION IN LIEU OF A MEETING OF THE MANAGER OF DRC EMERGENCY SERVICES, LLC

This action is taken in accordance with Section 10-12-22 of the Alabama Limited Liability Company Act, as amended (the "Act"), in lieu of a meeting of the sole Manager of DRC EMERGENCY SERVICES, LLC, an Alabama limited liability company (the "Company"), and is made effective as of January 19, 2016.

WHEREAS, Section 4.2 of the Company's Second Amended and Restated Operating Agreement dated January 20, 2016 (as amended, the "LLC Agreement") and the Act permit the Manager of the Company to take the following actions; and

WHEREAS, the undersigned, DRC Equity LLC, constitutes the sole Manager of the Company (the "Manager").

NOW, THEREFORE, the undersigned hereby makes the following resolutions and consents to the following actions in lieu of a meeting of the Manager of the Company:

1. The following persons, in their respective corporate capacities indicated below, are hereby authorized and empowered for the express limited purpose of signing documents for the submission of bids, proposals, offers, responses and other related documents to, any federal, state or local government, including any governmental entity, organization, body, agency, department or political subdivision, for the transaction of business by or on behalf of the Company:

<u>Name</u>	<u>Office/Capacity</u>
John R. Sullivan	President
Kristy Fuentes	Vice President of Business Development, Secretary and Treasurer

2. The officers listed above after giving effect to this written consent are hereby authorized and directed on behalf of the Company to execute and deliver such agreements and instruments, make such filings and give such notices, and take any and all such other actions, and to do or cause to be done, such acts as such officers may deem necessary or advisable to accomplish or otherwise implement the purposes of the foregoing resolutions or to cause the Company to perform its obligations under any of the foregoing.

3. All actions taken by any officer of the Company in connection with any of the transactions contemplated by these resolutions are hereby authorized, approved, ratified and confirmed in all respects.

4. This written consent may be executed in counterparts, and all so executed shall constitute one action notwithstanding that all of the undersigned are not signatories to the original or to the same counterpart. This written consent shall be filed with the minutes of the proceedings of the Manager of the Company.

[SIGNATURE PAGE FOLLOWS]

# Agenda Item 9A

Dated effective as of the date first written above.

## **DRC EMERGENCY SERVICES LLC**

By: **DRC EQUITY, LLC**  
a Texas limited liability company  
Its: Manager



---

By: John R. Sullivan  
Its: President

[Consent to Appoint Manager – DRC Emergency Services, LLC (January 2016)]



# Agenda Item 9A



North Bay Village

Administrative Offices

1666 Kennedy Causeway, Suite 300, North Bay Village, FL 33141

Tel: (305) 756-7171 Fax: (305) 756-7722 Website: [www.nbvillage.com](http://www.nbvillage.com)

## Disaster and Debris Management Service RFP No. 2018-003 "Exhibit 1"

### PRICE FORM

**PRICE PROPOSAL:** The Proposer shall provide the hourly rates, unit prices, and equipment rates requested below. These prices and rates shall be all inclusive of labor, equipment, maintenance, fuel, delivery costs, travel time, per diem and any other travel or miscellaneous expenses.

#### Part A: HOURLY RATES

1. Project Manager	\$ <u>60.00</u> per hour
2. Operations Managers	\$ <u>55.00</u> per hour
3. Crew Foreman	\$ <u>50.00</u> per hour
4. Skilled Sawman	\$ <u>50.00</u> per hour
5. Tree Climber	\$ <u>90.00</u> per hour
6. Administrative Staff	\$ <u>45.00</u> per hour
7. Chipper Operations	\$ <u>125.00</u> per hour

#### Part B: TASK AND FEE UNIT SCHEDULE

1.	Loading and Hauling Debris from Public Property and Rights-of-Way (vegetative or construction debris) to a Temporary Debris Staging and Reduction Site per Cubic Yard
1A\$	<u>9.00</u> (to a location within North Bay Village Legal Boundaries)
1B\$	<u>12.00</u> (to a location within North Bay Village Legal Boundaries)
1B\$	<u>15.00</u> (to a location outside of North Bay Village but within Miami Dade County Legal Boundaries)
1B\$	<u>15.00</u> (to a location within Miami Dade, Broward and Palm Beach counties)
1D\$	<u>15.00</u> (to a location not within the Tri-County area of Broward, Miami-Dade or Palm Beach counties)

# Agenda Item 9A

2. Loading and Hauling Debris from Public Property and Rights-of-Way (vegetative or construction debris) to a Final Disposal Site per Cubic Yard
  - 2A\$ 9.00 (to a location within North Bay Village Legal Boundaries)
  - 2B\$ 12.00 (to a location outside of North Bay Village but within Miami-Dade County Legal Boundaries)
  - 2C\$ 15.00 (to a location within Miami-Dade or Palm Beach County Legal Boundaries)
  - 2D\$ 15.00 (to a location not within the Tri-County area of Broward, Miami-Dade or Palm Beach Counties)
  
3. On-site Chipping (as per Section 5.12) to include Loading and Hauling Debris from Public Property and Rights-of-Way to a Final Disposal Site per Cubic Yard
  - 3A\$ 70.00 (to a location within North Bay Village Legal Boundaries)
  - 3B\$ 75.00 (to a location outside of North Bay Village but within Miami-Dade Legal Boundaries)
  - 3C\$ 77.00 (to a location within Broward or Palm Beach County Legal Boundaries)
  - 3D\$ 77.00 (to a location not within the Tri-County area of Miami-Dade, Broward or Palm Beach Counties)
  
4. Management and Operation of a Temporary Debris Staging and Reduction Site per incoming Cubic Yard \$ 3.00
5. Debris Reduction by Chipping/Grinding per Cubic Yard \$ 1.00
6. Freon Management and Recycling Per Unit \$ 1.00
7. Animal Carcass Collection, Hauling, and Final Disposal per Pound \$ 1.00
8. Loading and Hauling Debris Reduction By-Products to a Final Disposal Site per Cubic Yard \$ 7.00
9. Loading and Hauling Household Hazardous Waste to a Final Disposal Site per Pound \$ 1.00
10. Loading and Hauling abandoned vehicles and derelict vessels (land based) to a Final Disposal Site per Unit \$ 150.00
11. Hazardous Stump Removal, Loading and Hauling to a Temporary Debris Staging and Reduction Site:
  - A. 24 inch to 35.99 inch diameter Each \$ 300.00
  - B. 36 inch to 47.99 inch diameter Each \$ 400.00
  - C. 48 inch and larger diameter Each \$ 500.00
12. Hazardous Leaners Loading and Hauling to a Temporary Debris Staging and Reduction Site:
  - A. 6 inch to 23.99 inch diameter Each \$ 175.00
  - B. 24 inch to 35.99 inch diameter Each \$ 550.00
  - C. 36 inch to 47.99 inch diameter Each \$ 950.00
  - D. 48 inch and larger diameter Each \$ 1100.00



# Agenda Item 9A

13. Hangers 2 inches and greater per tree	\$ <u>195.00</u>
14. Cleaning of Catch Basins (Includes disposal) Each	\$ <u>400.00</u>
15. Cleaning of Drainage Pipes Linear Feet	\$ <u>65.00</u>
16. Clean, Fill Dirt per Cubic Yard	\$ <u>40.00</u>
17. Clean, Fill Dirt and Sodding per Cubic Yard	\$ <u>51.00</u>
18. Re-sodding all areas after debris removal	\$ <u>26.00</u>
19. Cleaning asphalt areas after debris removal	\$ <u>100.00</u>

## Part C: EQUIPMENT RATES

Item / Description – or equivalent	Hourly Price
1. JD 544 Wheel Loader with debris grapple	\$ <u>145.00</u>
2. JD 644 Wheel Loader with debris grapple	\$ <u>1105.00</u>
3. Extendaboom Forklift with debris grapple	\$ <u>90.00</u>
4. 753 Bobcat Skid Steer Loader with debris grapple	\$ <u>145.00</u>
5. 753 Bobcat Skid Steer Loader with bucket	\$ <u>155.00</u>
6. 30-50 HP Farm Tractor with box blade or rake	\$ <u>90.00</u>
7. 2 - 2 1/2 cu. yd. Articulated Loader with bucket	\$ <u>170.00</u>
8. 3 – 4 cu. yd. Articulated Loader with bucket	\$ <u>190.00</u>
9. JD 648E Log Skidder, or equivalent	\$ <u>110.00</u>
10. CAT D4 Dozer	\$ <u>80.00</u>
11. CAT D5 Dozer	\$ <u>110.00</u>
12. CAT D6 Dozer	\$ <u>135.00</u>
13. CAT D7 Dozer	\$ <u>145.00</u>
14. CAT D8 Dozer	\$ <u>235.00</u>
15. CAT 125 – 140 HP Motor Grader	\$ <u>1100.00</u>
16. JD 690 Trackhoe with debris grapple	\$ <u>170.00</u>
17. JD 690 Trackhoe with bucket & thumb	\$ <u>175.00</u>
18. Hand-Fed Debris Chipper	\$ <u>40.00</u>
19. 300 – 400 HP Horizontal Grinder	\$ <u>300.00</u>
20. 800 – 1,000 HP Horizontal Grinder	\$ <u>400.00</u>
21. 30 Ton Crane	\$ <u>200.00</u>
22. 50 Ton Crane	\$ <u>300.00</u>



# Agenda Item 9A

23.	100 Ton Crane (8 hour minimum)	\$ <u>800.00</u>
24.	40 – 60' Bucket Truck	\$ <u>2105.00</u>
25.	Greater Than 60' Bucket Truck	\$ <u>270.00</u>
26.	Fuel / Service Truck	\$ <u>110.00</u>
27.	Water Truck	\$ <u>140.00</u>
28.	Portable Light Plant	\$ <u>45.00</u>
29.	Lowboy Trailer with Tractor	\$ <u>110.00</u>
30.	Flatbed Truck	\$ <u>35.00</u>
31.	Pick-up Truck (unmanned)	\$ <u>10.00</u>
32.	Self-Loading Dump Truck with debris grapple	\$ <u>310.00</u>
33.	Single Axle Dump Truck, 5 – 12 cu. yd.	\$ <u>170.00</u>
34.	Tandem Axle Dump Truck, 16 – 20 cu. yd.	\$ <u>190.00</u>
35.	Tandem Axle Dump Truck, 21 – 30 cu. yd.	\$ <u>195.00</u>
36.	Tandem Axle Dump Truck, 31 – 50 cu. yd.	\$ <u>200.00</u>
37.	Tandem Axle Dump Truck, 51 – 80 cu. yd.	\$ <u>210.00</u>
38.	Temporary Office Trailer      DAILY RATE →	\$ <u>400.00</u>

## Part D: EMERGENCY POWER GENERATORS AND SUPPORT EQUIPMENT

Item / Description – or equivalent	Cost Per Day (24 hours)	Cost Per Week (7 days)
1. 10 KW Generator	\$ <u>45.00</u>	\$ <u>300.00</u>
2. 15 KW Generator	\$ <u>45.00</u>	\$ <u>300.00</u>
3. 25 KW Generator	\$ <u>50.00</u>	\$ <u>350.00</u>
4. 50 KW Generator	\$ <u>75.00</u>	\$ <u>525.00</u>
5. 75 KW Generator	\$ <u>110.00</u>	\$ <u>750.00</u>
6. 100 KW Generator	\$ <u>120.00</u>	\$ <u>850.00</u>
7. 175 KW Generator	\$ <u>200.00</u>	\$ <u>1400.00</u>
8. 250 KW Generator	\$ <u>245.00</u>	\$ <u>1700.00</u>
9. 300 KW Generator	\$ <u>285.00</u>	\$ <u>2000.00</u>
10. 350 KW Generator	\$ <u>500.00</u>	\$ <u>3500.00</u>
11. 500 KW Generator	\$ <u>615.00</u>	\$ <u>4300.00</u>
12. 750 KW Generator	\$ <u>785.00</u>	\$ <u>5500.00</u>

# Agenda Item 9A

13. 800 KW Generator	\$ 1,000.00	\$ 7,000.00
14. 1000 KW Generator	\$ 1,215.00	\$ 8,500.00
15. 1250 KW Generator	\$ 1,355.00	\$ 9,500.00
16. 1500 KW Generator	\$ 1,500.00	\$ 10,500.00
17. 1750 KW Generator	\$ 1,640.00	\$ 11,500.00
18. Trailers	\$ 170.00	\$ 1,210.00
19. Cables (400 amp) 50 ft	\$ 180.00	\$ 1,245.00

## Part E: OPTIONAL SERVICES

Optional Services	Unit	Price
3. Removal of motor vehicles including towing, processing and disposal	PER Vehicle	\$ 300.00
4. Removal of boats including towing, processing and disposal Per LF of	PER LF of Vessel	\$ 61.00
5. Provision of emergency potable water	PER Gallon	\$ 2.00
6. Provision of emergency ice	PER LB	\$ 1.00
7. Temporary bathrooms / port-o-lets PER	PER Unit	\$ 175.00
8. Provision of temporary satellite phones PER	PER Phone/Per Day	\$ 50.00
9. Sewer and catch basin cleaning including transportation and Disposal	PER EA	\$ 410.00

# Agenda Item 9A

The undersigned attests to his/her authority to submit this proposal and to bind the firm herein named to perform as per contract, if the firm is awarded the Contract by North Bay Village. The undersigned further certifies that he/she has read the Request for Proposal relating to this request and this proposal is submitted with full knowledge and understanding of the requirements and time constraints noted herein. By signing this form, the proposer hereby declares that this proposal is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.

Authorized Signatory: \_\_\_\_\_

Executed by: Tipton F. Rowland

(Type or print name)

Title: CEO

For (Company): TFR Enterprises, Inc.

Address: 1001 Leander Dr. Leander, Tx. 78041

Telephone Number: 512.260.3322 Fax Number: 512.528.1942

Contact Email: tiffany@tfrinc.com





500 South Australian Avenue • Suite 600  
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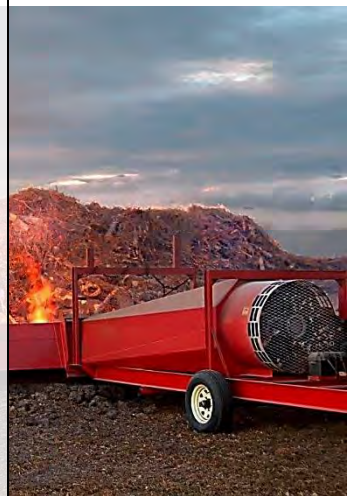
**REQUEST FOR PROPOSAL**  
Disaster and Debris Management Services

RFP NO. 2018-003

JUNE 22, 2018 • 4:00PM  
ORIGINAL



**NORTH BAY VILLAGE**  
1666 Kennedy Causeway • 3<sup>rd</sup> Floor  
North Bay Village, FL 33141



**PREPARE • RESPOND • RECOVER**

POINTS OF CONTACT:  
Kristy Fuentes, [Kfuentes@drcusa.com](mailto:Kfuentes@drcusa.com)  
Jay Gunter, [Jgunter@drcusa.com](mailto:Jgunter@drcusa.com)





## TITLE PAGE

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The City of North Bay Village  
Request for Proposals  
RFP 2018-003 Disaster and Debris Management Services

June 22, 2018



DRC Emergency Services, LLC  
500 South Australian Avenue, Suite 600  
West Palm Beach, Florida 33601  
Phone: (888) 721-4372  
Fax: (504) 482-2852

The Point of Contact for the City of North Bay Village is Kristy Fuentes, Vice President, Secretary, Treasurer, who can be reached at the above information, by cell: (504) 220-7682 or by email: [Kfuentes@drcusa.com](mailto:Kfuentes@drcusa.com).

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500 South Australian Avenue • Suite 600 • West Palm Beach, FL 33901 • (888) 721-4372 • Fax: (504) 482-2852  
[www.drcusa.com](http://www.drcusa.com)

June 22, 2018

North Bay Village  
Office of the Village Clerk  
1666 Kennedy Causeway, 3<sup>rd</sup> Floor  
North Bay Village, FL 33141

Re: Disaster and Debris Management Services  
RFP No. 2018-003

Dear Sir or Madam,

DRC Emergency Services, LLC, appreciates the opportunity to present to you and North Bay Village our proposal to provide Disaster and Debris Management Services as required in the above referenced RFP. DRC is vastly familiar with the area and currently holds debris removal contracts with Miami-Dade County and North Miami. DRC ES is among the leading disaster management companies in the United States. Our services include emergency debris removal; disaster management—including temporary housing, workforce housing and life support—as well as required FEMA documentation; debris management; right-of-way maintenance; marine debris, salvage and recovery; vehicle and vessel removal and processing; technical assistance and project management; construction and construction management; demolition; and landfill management.

Following Hurricane Ike in 2008, DRC ES established a single-day productivity record for post-disaster debris removal in the City of Houston as recognized by FEMA. DRC ES also holds a 29-year record of 100% federal reimbursement for eligible work performed.

The primary mission of DRC Emergency Services, LLC is to provide a professional, honest and immediate response to natural and man-made disasters. Due to the unexpected nature of natural disasters, DRC cannot know how large or small a project may be. DRC services many different clients, all with their own unique needs. In the past, DRC has picked up as little as 170 cubic yards for a single client and over 11 million cubic yards during 39 simultaneous activations. DRC takes pride in our versatility and commitment to provide a professional, honest, and immediate response to jurisdictions of all sizes.

DRC's knowledge and experience of the South Florida market is unrivaled. In 2004 following the historic landfall of Hurricanes Charley, Frances, Ivan, and Jeanne, DRC responded to 37 simultaneous contract activations in Florida. In 2016 DRC responded to Hurricanes Hermine and Matthew. Most recently for Hurricane Irma, DRC was activated in 26 jurisdictions simultaneously while managing 13 debris management sites. These multi-jurisdiction activations ultimately provided DRC an unparalleled opportunity to establish contacts, deepen our environmental relationships, and develop unique collection and disposal strategies which are exclusively tailored for the Florida market and the challenging logistics of the state. Having managed more than \$150,000,000.00 in Emergency Work and more than 10,000,000 cubic yards of debris Statewide, our capacity to respond and provide unmatched service to the South Florida sets DRC apart, and clearly defines us and the most effective and beneficial choice for the City of North Bay Village..



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DRC has an office in West Palm Beach, Florida, which is located less than two hours from North Bay Village. Our additional office locations in Galveston, Texas, New Orleans, Louisiana, Semmes, Alabama, and Surf City, North Carolina provide us with geographical maneuverability along the Gulf Coast, and allow us to continue to provide services to North Bay Village should any location be compromised during a disaster. DRC currently has dozens of reservists and hundreds of subcontractors ready to participate in any response effort. DRC's commitments are discussed in Tab 3 Experience and Ability. DRC has a long standing history of being highly responsive and maintains a cadre of hundreds of subcontractors. These subcontractors along with DRC's own personnel and equipment are capable of mobilizing an event of huge magnitude. Additionally, DRC's key personnel are available to the Village 24 hours a day 7 days a week. Depending on the size of an event which may strike North Bay Village, DRC will dedicate all necessary manpower and equipment and in no case, will the project be understaffed.

Corporate officers with legal signing authority to bind DRC ES to the terms and conditions of this proposal include: John Sullivan, President; Kristy Fuentes, Vice President/Secretary-Treasurer. Evidence of their authority is attached.

The Regional Manager for North Bay Village is Jay Gunter who can be reached at (888) 721-4372, by cell: (386) 507-1011 or by email: [jgunter@drcusa.com](mailto:jgunter@drcusa.com).

This proposal is in all respects fair and in good faith, without collusion or fraud and conforms to the specifications of your RFP. If awarded, DRC is committed to performing the work in a professional and timely manner. If we may offer any additional information or clarifications, please let us know. Thank you for the opportunity to offer our services and we look forward to working with North Bay Village in the future.

Sincerely,



Kristy Fuentes

Vice President, Secretary, Treasurer

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## ACTION IN LIEU OF A MEETING OF THE MANAGER OF DRC EMERGENCY SERVICES, LLC

This action is taken in accordance with Section 10-12-22 of the Alabama Limited Liability Company Act, as amended (the "Act"), in lieu of a meeting of the sole Manager of DRC EMERGENCY SERVICES, LLC, an Alabama limited liability company (the "Company"), and is made effective as of January 19, 2016.

WHEREAS, Section 4.2 of the Company's Second Amended and Restated Operating Agreement dated January 20, 2016 (as amended, the "LLC Agreement") and the Act permit the Manager of the Company to take the following actions; and

WHEREAS, the undersigned, DRC Equity LLC, constitutes the sole Manager of the Company (the "Manager").

NOW, THEREFORE, the undersigned hereby makes the following resolutions and consents to the following actions in lieu of a meeting of the Manager of the Company:

1. The following persons, in their respective corporate capacities indicated below, are hereby authorized and empowered for the express limited purpose of signing documents for the submission of bids, proposals, offers, responses and other related documents to, any federal, state or local government, including any governmental entity, organization, body, agency, department or political subdivision, for the transaction of business by or on behalf of the Company:

<u>Name</u>	<u>Office/Capacity</u>
John R. Sullivan	President
Kristy Fuentes	Vice President of Business Development, Secretary and Treasurer

2. The officers listed above after giving effect to this written consent are hereby authorized and directed on behalf of the Company to execute and deliver such agreements and instruments, make such filings and give such notices, and take any and all such other actions, and to do or cause to be done, such acts as such officers may deem necessary or advisable to accomplish or otherwise implement the purposes of the foregoing resolutions or to cause the Company to perform its obligations under any of the foregoing.

3. All actions taken by any officer of the Company in connection with any of the transactions contemplated by these resolutions are hereby authorized, approved, ratified and confirmed in all respects.

4. This written consent may be executed in counterparts, and all so executed shall constitute one action notwithstanding that all of the undersigned are not signatories to the original or to the same counterpart. This written consent shall be filed with the minutes of the proceedings of the Manager of the Company.

[SIGNATURE PAGE FOLLOWS]

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Dated effective as of the date first written above.

## **DRC EMERGENCY SERVICES LLC**

By: **DRC EQUITY, LLC**  
a Texas limited liability company  
Its: Manager



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By: John R. Sullivan  
Its: President

[Consent to Appoint Manager – DRC Emergency Services, LLC (January 2016)]



## EXPERIENCE AND ABILITY

For over 29 years, DRC has provided extensive disaster recovery services, environmental services and civil construction to governments and private citizens alike. As a leader in the recovery industry, our passion is helping communities prepare for the worst while being prepared to deliver a rapid response when necessary, all to facilitate the most efficient recovery possible. Setting new industry standards is what our customers have come to expect, and DRC takes pride in our versatility and in our innovative approach to every job. Having successfully completed over \$2 billion in contracts over the last 29 years alone, DRC employs scores of talented professionals ready to satisfy our client's needs. We are proven, and we are ready.

The primary mission of DRC is to provide a **professional, honest, and immediate response** to natural and man-made disasters throughout the world. DRC has developed extensive experience and capabilities in emergency response and recovery over 29 years including, but not limited to:

- Debris Management
- Demolition
- Marine Debris, Salvage, and Recovery
- Vehicle and Vessel Removal and Processing
- Technical Assistance and Project Management
- Temporary Housing, Workforce Housing and Life Support
- Construction and Construction Management
- Landfill Management
- Civil, Heavy, and Recovery Construction
- Oil Spill Response and Mining
- Right-of-way maintenance
- Beach Renourishment
- Canal Bank Stabilization
- Drainage Improvement Projects
- Hazardous Waste Segregation
- Environmental Control
- Traffic Control
- Tree Trimming and Removal
- Emergency Supplies and Support

DRC is capable of handling all or part of any disaster remediation including the FEMA reimbursement process. DRC companies and affiliates have the experience, personnel, and equipment to mobilize immediately and are dedicated to providing professional, cost effective, responsive, high-quality service using our extensive experience and capabilities in emergency response and recovery as our guide.

- Highly Qualified and Experienced Supervisors and Project Managers
- Professional and Knowledgeable Administrative Personnel
- Efficient and Professional Work Crews and Equipment Crews
- Qualified, Experienced, and Licensed Subcontractors and Contract Reservists
- Specialized and Maintained Knuckle-Booms Loaders and Bucket Truck Crews
- Heavy Trucks and Hauling Equipment
- Specialized Attachments and All Necessary Support Equipment

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## NOTABLE ACHIEVEMENTS AND EXPERIENCE

- Following Louisiana Severe Storms and Flooding (DR-4277), DRC picked up 1 million cubic yards of debris over the course of 30 days in East Baton Rouge Parish.
- Simultaneously mobilizing, staffing and successfully operating 39 individual projects throughout the Southeastern US valued in excess of two hundred million dollars
- Providing, placing in service and simultaneously utilizing in excess of 4,000 pieces of specialized equipment Maintaining an experienced cadre of over fifty Program and Project Managers
- Establishing a single-day productivity record for post-disaster debris removal as recognized by FEMA in 2008 for collecting 440,000 cubic yards in a single day
- Earning recognition as one of the Top 50 Specialty Contractors by *Engineering News-Record*
- Designing, implementing, managing and financing a 150-mile Gulf of Mexico shoreline protection system in response to the BP oil spill
- Establishing industry standards for total volume recycled by recycling 100% of the volume collected in Houston, TX following Hurricane Ike
- Designing and implementing new standards for moving work zones
- A 29-year record of 100% federal reimbursement for eligible work performed

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## HISTORY

The company was formed in 1989 in response to Hurricane Hugo. In 2001 the company began operating as DRC Emergency Services, LLC. DRC has responded to numerous natural or man-made disaster events involving hundreds of contracts. DRC has collected over 200 million cubic yards of debris and established industry benchmarks for debris recycling and collection efficiencies. The 2008 hurricane season produced two devastating storms in Hurricane Ike and Hurricane Gustav in which DRC responded in service to 36 separate contracts, including the cities of New Orleans, Houston, and Galveston. DRC recycled 100% of the debris we collected in Houston, TX in the wake of Hurricane Ike, which amounted to over 5 million cubic yards. We also set an industry record for the most debris collected in a single day in 2008 and, according to FEMA officials, the record still stands today.

During the 2004 Hurricane season alone, DRC worked 37 virtually simultaneous, separate contracts performing a total of over \$150,000,000 in emergency work, and recovering over 10,000,000 cubic yards of debris in a four and half month period. In approximately 100 days DRC removed and disposed of approximately 10,000,000 cubic yards of debris. DRC also recovered, screened and restored tens of thousands of cubic yards of displaced sand and debris to restore 15 miles of beaches destroyed in Florida in the aftermath of Hurricane Ivan. During 2005 and 2006, DRC performed work on damages from Hurricanes Katrina, Rita and Wilma from the Florida Keys to Louisiana all the way to Houston, Texas. DRC Emergency Services, LLC possess extensive experience with disaster debris removal and therefore has an excellent understanding of the work to be performed.

Having performed debris operations nearly all of the United States and internationally for over 29 years, DRC takes pride in bringing innovation and professionalism to each project undertaken. We've consistently demonstrated an ability to both self-perform work immediately and engage a network of over 5,000 subcontracting partners. This unique ability means that no matter the location or size of an event, we can respond immediately and effectively.

### HURRICANE IRMA

DRC has an office in West Palm Beach, Florida, which is located less than two hours from North Bay Village. If activated, DRC will set up an office in the Village from which all operations will be managed. Our additional office locations in Galveston, Texas, New Orleans, Louisiana, Semmes, Alabama, and Surf City, North Carolina provide us with geographical maneuverability along the Gulf Coast, and allow us to continue to provide services to North Bay Village should any location be compromised during a disaster. DRC currently has dozens of reservists and hundreds of subcontractors ready to participate in any response effort. Depending on the size of an event which may strike North Bay Village, DRC will dedicate all necessary manpower and equipment and in no case, will the project be understaffed.

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## RECENT WORK EXPERIENCE

### HURRICANE IRMA

In early September 2017, Hurricane Irma made history as the most intense Atlantic hurricane to strike the United States since Katrina in 2005. Hurricane Irma made landfall on the Florida Keys as a category 4 storm and triggered one of the biggest blackouts in U.S. history leaving over 13 million people without power.

DRC met with the Florida Department of Transportation prior to Hurricane Irma's landfall and was pre-staged with Project Managers within 18 Counties including Taylor, Madison, Dixie, Levy, Gilchrist, Lafayette, Suwannee, Hamilton, Columbia, Union, Alachua, Bradford, Baker, Nassau, Duval, Clay, Putnam and St. Johns County. Following Irma, DRC simultaneously activated 8 PUSH contracts within these counties. Additionally, DRC provided food services to Palm Beach Gardens and Coconut Creek, prior to and after landfall.

In the aftermath of Hurricane Irma, FEMA designated 48 counties within Florida as federal disaster areas. The majority of debris created by Hurricane Irma is vegetative debris. To date, DRC has removed over 27,000 hazardous trees within the Cities of Miami and Fort Lauderdale and has reduced over 650,000 cubic yards of vegetative debris, in both jurisdictions combined.

DRC was activated in 26 jurisdictions simultaneously while managing 13 debris management sites.

### HURRICANE HARVEY



In late August 2017, Hurricane Harvey hit southeast Texas as the first Category 4 hurricane to make landfall in the United States since Hurricane Charley in 2004. Cities on the Southeast Coast of Texas, such as Aransas Pass and Port Aransas, took the brunt of the initial impact of this tremendous storm. DRC provided food, cots and logistical needs to Jefferson County, the City of Pasadena, and the City of Port Arthur prior to landfall and in the initial aftermath of the storm. Seventy-two hours before the storm made landfall, DRC personnel were stationed in Aransas Pass working with officials to form a plan of action. Within 12 hours after the storm hit, DRC was mobilized. In a little over two months, DRC was 90% complete.

As the first major hurricane (Category 3 or above) to make landfall in the United States since Hurricane Wilma in 2005, Hurricane Harvey poured more than 19 trillion gallons of rainwater on the State of Texas causing FEMA to designate 41 counties within Texas as federal disaster areas. According to FEMA, the Houston area experienced 51.88 inches of rain - the largest amount of rainwater to ever be recorded in the continental United States from a single storm. To date, DRC has recovered and reduced over 1,500,000

cubic yards within Harris County and the City of Houston. Additionally, DRC has removed over 15,000 hazardous trees and counting.

DRC was activated in 17 jurisdictions following Hurricane Harvey including the City of Texas City, Port Neches, Nederland, Groves, Humble, Taylor Lake Village, Cleveland, Bellaire, Piney Point Village and Waller County. Additionally, simultaneously ran more than 16 debris management sites during this activation.



## ***2016 HURRICANE MATTHEW***

Hurricane Matthew was a very powerful, long-lived and deadly tropical cyclone which became the first Category 5 Atlantic hurricane since Hurricane Felix in 2007. Hurricane Matthew was the thirteenth named storm, fifth hurricane and second major hurricane of the active 2016 Atlantic hurricane season. Before making landfall, the storm weakened in intensity to a Category 3. Matthew wrought widespread destruction and catastrophic loss of life during its journey across the Western Atlantic leaving extensive damage in the coastal counties of the States of Florida, Georgia and the Carolina's.



In the aftermath of the storm, DRC was activated in over 10 jurisdictions on the East Coast of the United States. The minute the winds ceased, our team was in motion leading the way toward recovery in many of the most severely impacted cities. DRC's initial response was in the City of St. Augustine, City of Daytona and the surrounding areas. In Florida, DRC has disposed of over 500,000 cubic yards in Daytona Beach, Ormond Beach, DeLand, Debary, Orange City, St. Augustine, and Sebastian. Operations began on October 7th in most locations and some are still operational.

As Matthew moved up the east coast to the State of North Carolina, DRC was activated in New Hanover County, City of Wilmington, Pender County, Hyde County, Greene County, and North Topsail Beach. DRC used hand labor to comb North Topsail Beach, picking up, recycling, and or disposing of over 200,000 cubic yards of all generated debris. Additionally, DRC was activated in Chatham County by the Georgia Department of Transportation for debris removal and hazardous tree trimming and removal.

To date, DRC has removed approximately 20,000 hazardous trees and collected over 700,000 cubic yards of debris.

## ***2016 HURRICANE HERMINE***

Carrying the designation "Florida's First Hurricane in more than a Decade," Hurricane Hermine hit the state's panhandle coast on Friday September 2nd and left a trail of damage and flooding in its wake. After receiving a Presidential "Major Disaster Declaration," DRC was activated to provide debris removal services in two of the most severely impacted counties.

Citrus County was impacted heavily as storm surge waters inundated hundreds of homes, generating more than a thousand tons of residential flood debris, and tens of thousands of cubic yards of vegetation which DRC successfully removed and disposed of in less than 30 days.

Leon County, home of Florida's capital city Tallahassee and one of the most severely impacted Counties in the state activated DRC's contract in a secondary capacity to augment the level of service being provided by their primary provider. DRC assisted in successfully bringing the program to completion by removing and disposing of 14,214.85 cubic yards of debris.



## **2016 LOUISIANA SEVERE FLOODING DR4277**



The flood that affected South Louisiana in August of 2016 caused severe damage to thousands of homes and businesses. DRC Emergency Services mobilized contracts in East Baton Rouge Parish, Lafayette Parish, St. Martin Parish, Ascension Parish, Iberville Parish, Tangipahoa Parish and the Town of Baker La. This event required the use of over three hundred hauling vehicles collecting and processing and/or recycling over 2.5 million cubic yards of construction and demolition debris, over 250 tons of household hazardous waste and thousands of white goods. Many of the projects involved extended R.O.W. work requiring the use of R.O.E. documentation and procedures. In East Baton Rouge, two temporary Debris Management Sites (DMS) were opened and operated to compact and

recycle C&D debris prior to haul out for final disposal. These sites operated with such efficiency that FEMA and the USACE filmed the operation to use in training sessions.

## **2016 MULTIPLE SEVERE WEATHER EVENTS**

The severe weather in March resulted in flooding in all of Louisiana followed by April flooding in Texas. DRC responded to its standby customers in the City of Houston and Harris County, Texas while simultaneously working in Tangipahoa Parish, Louisiana. In Louisiana, the widespread flooding was mapped and prioritized from the air. DRC's crews provided immediate relief to impacted residents by removing water-soaked construction and demolition debris quickly and efficiently. Electronic waste, household hazardous waste and white goods were collected and processed separately.

Tornadoes ravaged Texas and North Carolina in late April and early May. DRC was called upon for debris collection, processing and disposal in Smith County, Texas via a TXDOT contract and in New Hanover, N.C. by way of a "standby" contract.

## **2016 SNOW STORM JONAS**

The days of January 22nd through the 24th 2016 saw a blanket of snow across the Mid -Atlantic States primarily in areas unaccustomed and ill-prepared to deal with such massive quantities. Many areas experienced an accumulation in excess of three feet which caused a suspension of municipal services and massive cancellations of business operations.

DRC's response team established operations in Washington D.C. on the evening of the 22nd and began mobilizing equipment and manpower in assistance to the Maryland Highway Authority, the Maryland Department of General Services, Prince Georges County, Maryland, the City of Baltimore and Loudoun County Virginia. Operations continued twenty-four hours per day for ten days which required two operators per piece of equipment and around the clock management and support personnel. As a result of DRC's quick response, a long-term contract was secured with one of the tasking jurisdictions.

## **2015 LOUISIANA STORM EVENT**

Following the April 2015 event, DRC was activated in response to Straight line winds affecting the City/Parish of East Baton Rouge. In as little as 30 days, crews had scoured the city and returned it to its pristine state. All of the debris

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collected was quickly processed by grinding and ultimately recycled and used as fuel. DRC emergency Services also responded with adequate resources to Ascension Parish for an efficient and timely debris removal and recovery process.

## 2015 TEXAS FLOOD EVENT

DRC was activated under its existing City of Houston "Standby" contract to collect approximately 250,000 cubic yards of mostly construction and demolition debris. Additionally, DRC was tasked with tracking this debris from "cradle to grave" with an emphasis on recycling.

*"Thanks to you all for being  
EXTREMELY helpful and responsive!!!" -  
Brant Gary, Director of Public Works,  
City of Bellaire Texas*

The City of Bellaire also activated DRC under an existing Standby contract in response to the historic floods in May of 2015. While the volume produced in Bellaire was not significant, DRC mobilized rapidly to return the city to a normal state. Additionally, DRC responded to the needs of the Texas Department of Transportation by performing tree and debris removal with the Houston District as required by the department.

## 2014 ICE STORMS

The winter of 2014 wreaked havoc on the eastern seaboard. DRC's initial work began in Richmond, Virginia supporting the City with ice and snow removal on several occasions in the months of December and January. On February 10, 2014, Ice storm Pax impacted the States of North Carolina, South Carolina and Georgia. DRC Emergency Services' contract with the South Carolina Department of Transportation was activated in preparation of the event and as soon as weather permitted, DRC's crews began clearing roadways. This event damaged and destroyed millions of trees throughout the State of South Carolina. The South Carolina Department of Transportation contracted DRC to cut, remove and transport vegetative debris in 8 counties, totaling over 12,000 miles of roadway clearing and the trimming of over 225,000 trees. DRC managed and operated over 15 Debris Management Sites reducing and recycling over 1.5 million cubic yards of debris. Simultaneously, DRC's contracts in North Carolina, were activated in New Hanover County, Pender County, the City of Wilmington for debris removal and reduction of approximately 400,000 cubic yards of debris. The winter of 2014 ended with a late ice storm in the first week of March in the State of North Carolina. In response to the damage caused by this storm, DRC was contracted by the City of Thomasville and the City of Archdale.



## 2013 MIDWESTERN TORNADO OUTBREAK

Beginning on May 20, 2013 and lasting nearly a week, severe thunderstorms that produced numerous devastating tornadoes swept through Texas, Oklahoma, Kansas and Missouri before moving on to the northeastern states. Widespread damage was reported, mainly throughout Oklahoma and Missouri. In response to these damaging tornadoes, DRC was contracted to perform debris removal and disaster recovery services in the City of Oklahoma City, Pottawatomie County, Oklahoma and St. Charles County, Missouri.

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## ***2012 SUPER STORM SANDY***



On October 29<sup>th</sup> of 2012, Super Storm Sandy made landfall over Northeastern United States, primarily affecting the States of New York and New Jersey. Its storm surge flooded streets, tunnels and subways and damaged and destroyed thousands of homes. DRC was hired to remove debris from the New York DOT roads on Long Island in Suffolk and Nassau Counties. In New Jersey, we were hired to clean up Piscataway.

## ***2012 HURRICANE ISAAC***

On August 29<sup>th</sup> of 2012, Hurricane Isaac made landfall over Southeastern Louisiana. This slow-moving storm spent nearly 48 hours pummeling the area with hurricane force winds, and also brought with it a significant storm surge. DRC was activated by 9 of our clients in Louisiana, including St. Charles Parish, New Orleans, East Baton Rouge Parish, St. John Parish, Jefferson Parish and the LADOTD. DRC responded to each of these activations immediately and independently.

## ***2011 TORNADO OUTBREAK***

In early April 2011, a severe weather event culminated in easily the most prolific, active month for tornados on record. These tornados followed an unprecedented outbreak that had already affected much of the South East. DRC was contracted by more than five separate entities to perform debris removal services for more than 25 separate contracts. Some of the entities included the North Carolina Department of Transportation, the Alabama Department of Transportation, the Alabama Department of Conservation and Natural Resources, the City of Birmingham, USACE in Joplin, Missouri, as well as various other small cities and townships.

## ***2011 FEMA SITE DEVELOPMENT***

Beginning in the later part of 2011, DRC broke ground on a Site Development project for the USACE in Minot, North Dakota. Thus far, work has consisted of developing a portion of the site, located in the northeast corner of Minot, for the installation of FEMA temporary group housing. This project has required constant coordination between several different agencies including FEMA, the USACE, and officials with the State of North Dakota as well as local utilities' representatives. Topsoil stripping, grading, excavation, sanitary sewer and water line services, and electrical power and services are just a few examples of DRC's responsibilities with this project.



## *DEEPWATER HORIZON OIL SPILL*



DRC successfully performed in several contracts that were directly related to the oil spill in the Gulf of Mexico which flowed for three months in 2010. The company's depth of knowledge with debris handling in ecologically sensitive environments was a significant asset and provided the ability to be intimately familiar with the placement, management, and removal of oil containment boom. Personnel in this company had a personal interest in protecting the Gulf Coast as they were among the affected residents. During this time, DRC was successfully classified as an Oil Spill Removal Organization (OSRO) by the United States Coast Guard. The company met several classifications which were listed on the OSRO Classification Matrix. Participation in this program allowed DRC to provide professionally recognized services to Escambia County, Florida as well as Plaquemines Parish, Terrebonne Parish, and Lafitte Parish, Louisiana.

## *THE HURRICANE SEASON OF 2009*

Despite the unusual lull in hurricane activity for the 2009 hurricane season, DRC remained very much involved in the disaster remediation industry. DRC performed services for approximately 23 contracts that ranged from various types of debris removal to structural and slab demolition. In January of 2009, DRC responded with services and resources in a project funded by the Texas GLO that included debris removal and vessel recovery. The Texas GLO requested assistance for the removal of marine debris that was generated as a result of Hurricane Ike in 2008. These services were performed in Trinity, Galveston, East and West Bay and have an approximate contractual value of \$22,703,700.00. DRC also provided services for areas such as Kentucky and Arkansas that were ravaged by severe ice storms. These services are valued at approximately \$11,157,132.02. Also included in DRC's list of 2009 projects were residential demolition, structural and slab demolition, and barge removal. These contracts, performed for governmental agencies ranging from the Texas GLO to the town of North Topsail Beach, North Carolina, are all currently estimated at \$43,285,257.75.

## *HURRICANES GUSTAV AND IKE*

While DRC was actively responding to fifteen separate Louisiana contracts, Hurricane Ike struck the Texas Coast near Galveston. Our response was immediate, already having project managers imbedded in Emergency Operation Centers in each of our contracted jurisdictions throughout the impacted area. In Galveston, DRC provided meals to Government workers for weeks by utilizing our mobile kitchen. Tidal surge flooded much of the Island Community. DRC established massive DMS sites where construction and demolition debris was hauled in and separated into various categories (wood, metals, HHW, white goods, sheet rock, tires, batteries, oils etc.) and the process of recycling, compaction and reduction began. Surveys taken by Government officials showed that greater than ninety percent of all residents were more than satisfied with the efforts of DRC.

In Houston, America's fourth largest metropolitan area, DRC responded with more than two-thousand pieces of rolling stock and yellow iron. In just ninety days, DRC collected more than 5.6 million cubic yards of debris from the City of Houston alone. A mandate from Mayor Bill White called for recycling of all debris collected in the City. With a partnership with Allied Services, all the woody debris was reused or recycled.

During this event, DRC established a record that stands today by collecting 440,000 cubic yards of debris in a single day.

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Work continued for the Texas General Land Office as DRC contracted to remove sunken vessels and debris from four major bays and waterways in the affected area. Side scan sonar was used to identify targets in advance and in combination with a well-designed implementation plan, the complete marine operation was concluded in just over thirty days.

In total, DRC successfully staffed, financed and managed thirty-nine virtually simultaneous contracts in Louisiana and Texas setting benchmarks for productivity and creative operating techniques along the way.

## ***HURRICANES KATRINA, RITA AND WILMA***

During 2005, DRC performed work from the devastation caused by Hurricanes Katrina, Rita and Wilma. The affected area spanned from the Florida Keys to Louisiana and all the way to Houston, Texas. In Louisiana, DRC performed work for the State that included a car and vessel removal, remediation, notification and recycling program. This program involved the removal of abandoned cars and vessels Statewide to aggregation sites operated by DRC. Protocol called for multiple legal notifications to the owners and the coordination with private insurance. Additionally, complete remediation was performed on each unit and ultimately the vehicles were recycled and auctioned with the proceeds reverting back to the State of Louisiana.

The Louisiana Department of Transportation and Development contracted with DRC to provide Debris Management for all of South Louisiana where more than thirty Parishes were affected. This program called for the establishment and operation of fifteen or more debris management sites where several million cubic yards of collected debris was processed and prepared for recycling, waste to energy or disposal.



In Plaquemines Parish Louisiana, DRC performed vast amounts of marine debris removal, silt removal from all of the Parish's numerous drainage canals and rapid repair to its Government buildings.

In New Orleans, DRC began a massive commercial and residential demolition project that is still operating today.

While work was being performed in Louisiana, DRC's operations in Florida included debris collection, processing, disposal and reuse in many major jurisdictions in South Florida including Miami and Miami Dade. In Monroe County Florida (Florida Keys), DRC performed debris removal which involved difficult task of siting and operating debris management sites in extreme environmentally sensitive locations. These temporary sites required lined portions in order to temporarily store HHW and other potentially hazardous substances.

A separate contract called for the removal of sunken and abandoned vessels, and the processing and disposal of these retrieved vessels all in an ecologically sensitive area.

*"I cannot recommend them more highly. We certainly don't relish the possibility of another difficult storm season, but know that DRC will be there to meet all challenges imposed."*

*– George Garrett, Sr.*

*Director of Marine Resources and GIS Services, Monroe County, Florida*

## ***HURRICANES FRANCES, CHARLEY, IVAN AND JEANNE***

During the 2004 Hurricane season, DRC responded to four sequential events (Frances, Charley, Ivan and Jeanne) by working 37 simultaneous, separate contracts. This work totaled over \$150,000,000 and DRC recovered, processed and disposed of over 10,000,000 cubic yards of debris in a three and half month period. DRC also recovered, screened and restored tens of thousands of cubic yards of displaced sand and debris in a successful effort to restore 15 miles of

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Florida beaches destroyed in the aftermath of Hurricane Ivan. These projects spanned the entire State of Florida and required extreme quantities of manpower and equipment. In conjunction with these events, DRC operated a twenty four hour a day data processing center where tens of thousands of load tickets were continuously processed. Additionally, more than one hundred subcontractors provided services to DRC during these events including a significant number of local subcontractors as prescribed by the Robert T. Stafford Act.



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## EXPERIENCE IN SPECIALTY DEBRIS MANAGEMENT

DRC has read and understands the scope of services for this project. Throughout its twenty-nine year history, DRC has provided disaster response that has included the collection of all specified materials in this proposal:

- White Goods
- Tires
- Gas Powered Equipment
- E-Waste
- Construction and Demolition
- Marine Debris Removal
- Demolition
- Hazardous Tree Removal
- Soil, Mud and Sand
- Dead Animals
- Logistic Services and Human Support Activates
- Private Property
- Household Hazardous Waste and Hazardous Waste

Following is a list additional specific notable experience for each scope:

1. White Goods:
  - a. City of Houston, Tropical Storm Allison, 2001 – Removal and processing of white goods from approximately 40,000 flooded houses as part of \$2.4 million contract with the city’s solid waste department.
  - b. Monroe County, Florida, Hurricane Wilma, 2005 – Removal and processing of white goods from damaged properties as part of \$15 million contract
  - c. Escambia County, Florida, Hurricane Ivan, 2004 – Removal and processing of white goods from damaged properties and beach front as part of \$50 million contract. Included extensive Freon decontamination.
2. Waste Tires:
  - a. City of Houston, Tropical Storm Allison, 2001 – Removal and processing of waste tires from approximately 40,000 flooded houses as part of \$2.4 million contract with the city’s solid waste department.
  - b. State of Virginia Emergency Management, 2002 – 3,000,000 Tires Fire Emergency Hazardous Waste Containment in \$184,820 contract.
3. Gasoline Powered Equipment
  - a. City of Houston, Tropical Storm Allison, 2001 – Removal and processing of gasoline powered equipment from approximately 40,000 flooded houses as part of \$2.4 million contract with the city’s solid waste department.
  - b. Louisiana Department of Environmental Quality, Hurricane Katrina, 2005 – Removal, processing, remediation, and crushing and/or disposal of thousands of automobiles and engines as part of four contracts worth over \$20 million.
4. E-waste:
  - a. City of Houston, Tropical Storm Allison, 2001 – Removal and processing of e-waste from approximately 40,000 flooded houses as part of \$2.4 million contract with the city’s solid waste department.
  - b. Escambia County, Florida, Hurricane Ivan, 2004 – Removal and processing of e-waste from damaged properties and beach front as part of \$50 million contract.
5. Construction and Demolition Debris:

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- a. City-Parish of East Baton Rouge, Louisiana Severe Flooding DR4277, 2016 - This event required the use of over three hundred hauling vehicles collecting and processing and/or recycling over 2 million cubic yards of construction and demolition debris.
6. Marine Debris Removal:
  - a. Texas General Land Office, Hurricane Ike, 2009 – Removal of sunken vessels and debris from four major bays and waterways in the affected area. Side scan sonar was used to identify targets in advance and in combination with a well-designed implementation plan. DRC removed a total of 2,100,000 cubic yards and the complete marine operation was concluded in just over thirty days.
7. Demolition
  - a. In 2010, DRC performed the demolition of 83 houses in Terrebonne Parish, Louisiana. It was a FEMA funded project for houses that were affected by various storms.
8. Hazardous Tree Removal
  - a. In response to Ice Storm Pax in 2014, The South Carolina Department of Transportation contracted DRC to cut, remove and transport vegetative debris in 8 counties, totaling over 12,000 miles of roadway clearing and the trimming of over 225,000 trees.
  - b. City of Fort Lauderdale, Hurricane Irma, 2017 – DRC removed over 12,500 hazardous stumps and trees.
9. Soil, Mud and Sand
  - a. Escambia County, Florida, Hurricanes Frances, Charley, Ivan and Jeanne, 2004 - DRC recovered, screened and restored tens of thousands of cubic yards of displaced sand and debris in a successful effort to restore 15 miles of Florida beaches destroyed in the aftermath of Hurricane Ivan.
  - b. City of Fort Lauderdale, Hurricane Irma, 2017, DRC replaced over 57,500 cubic yards of sand from roadways, sidewalks, and parking lots piled on the beach by push crews, and sand mounds located East of the wall as a result of the severity of Hurricane Irma.
10. Dead Animals
  - a. City-Parish of East Baton Rouge, Louisiana Severe Flooding DR4277, 2016 – DRC removed and disposed of dead animals as needed as part of \$35,000,000 contract with the City.
  - b. City of Galveston, Hurricane Ike, 2009 – DRC removed and disposed of dead animals as needed as part of \$38,007,492 contract with the City.
11. Logistic Services and Human Support Activates
  - a. Jefferson County, Texas, Hurricane Harvey (DR-4332), 2017 – DRC was simultaneously activated in 17 jurisdictions following Hurricane Harvey. In this time, DRC provided the following to the County:
    - i. Waters (1 pallet)
    - ii. Gatorade (2 pallets)
    - iii. Uhaul
    - iv. 900 Cots/Pillows/ Blankets (100 cots/Pillows/blankets (city hall - china Texas)
    - v. Pallets of Water
    - vi. 3 fuel tankers (1,000 gallons each)
    - vii. 850 Cots, 850Blankets
    - viii. 750 person (3 meals per day)
    - ix. 2 Reefer Truck and Ice
    - x. Rental of Potable Water & Potable Water Tank
    - xi. Porta potty rental; handwash station
    - xii. Porta potty rental
    - xiii. 4 showers decon unit
    - xiv. 12 power cords
    - xv. 8 industrial fans
12. Private Property

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- a. City-Parish of East Baton Rouge, Louisiana Severe Flooding DR4277, 2016 - DRC had ROE forms signed and removed debris from private property as needed as part of \$35,000,000 contract with the City.
- b. City of Fort Lauderdale, Hurricane Irma, 2017 - DRC removed and processed over 2,700 cubic yards of debris from parks.

## 13. Household Hazardous Waste:

- a. City of Houston, Tropical Storm Allison, 2001 - Removal and processing of household hazardous waste from approximately 40,000 flooded houses as part of \$2.4 million contract with the city's solid waste department.
- b. Indian River County Florida, Hurricane Frances, 2004 - Removal and decontamination of hazardous waste from Indian River County School District property as part of \$500,000 contract

In all of our relevant projects we have met and fulfilled the standards of all local, state, and federal regulatory agencies including the remediation, restoration, and sampling of staging and processing sites.

Hazardous waste (HW) is a special operational aspect that must be accomplished with very precise, pre-established standards and regulations. Safety to the workers, government employees and the citizens of the area is paramount. With this in mind, DRC works with its specialized subcontractors to establish and implement proper handling procedures for HW, including household hazardous waste, which, after a disaster, may become concentrated and no longer considered diminimous. These procedures include the segregation and removal of HW from the debris stream at the curbside, prior to the recovery of other debris and sorting and additional recovery of HW within each DMS. Recovered HW is removed to a proper disposal site or temporarily stored in the HW disposal areas constructed within each DMS as required. HW must be collected, handled and disposed of by specially trained HAZMAT technicians. In addition, DRC may utilize national or regional firms who are fully licensed and accredited to manage, handle and dispose of HW. These firms may be utilized by DRC and/or DRC Environmental, Inc. for professional and immediate HW recovery support on an emergency basis.



Hazmat will be segregated and stored in a Government approved containment area. All site personnel will receive a safety briefing regarding operations involving HW. The HW containment site perimeter will be posted and secured for personnel safety and to ensure compliance with the Corporate Accident Prevention Plan as part of the Corporate Safety Plan as well as the Corporate Environmental Protection Plan (EPP). HW will be placed and stored until instructed by the government as to its final disposition.

### DMS SITE MANAGEMENT

DRC also has extensive experience managing staging and processing sites for all of the above materials.

1. Our most extensive experience in this regard came in our HHW contract with the City of Galveston, which was activated following Hurricane Ike. Adhering to the guidelines of FEMA 325, DRC established a secure Debris Management Site at 9228 Seawall Blvd. The process of separation for recycling was focused on the separation and recycling of metals, wood waste, tires, concrete, white

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goods, HHW, recyclable oils and fluids and electronics. DRC 's extensive collection and recycling program for these various waste streams, included over 1.7 million pounds of HHW, 3,073 units of electronic waste, 45,566 units of white goods and 40,378 cubic yards of concrete. The remaining debris was reduced by compaction for a reduction of 3 to 1, and loaded for final disposal at Allied Waste Services 5301 Brookglen Dr., Houston, TX.

2. In 2004, following Hurricanes Jeanne, Francis and Ivan, DRC simultaneously operated more than **ten debris management sites** in Florida.
3. In 2005, following Hurricane Wilma, DRC simultaneously operated **five debris management sites** in Louisiana, processing debris for the Louisiana DOTD.
4. Also in 2005, DRC simultaneously operated **six debris management sites** for the Louisiana DOTD in two districts following Hurricane Katrina.
5. In 2008 following Hurricane Ike, DRC simultaneously operated **seven debris management sites** handling 11,000,000 CY of debris, recycling materials out of the waste stream in two of those facilities.
6. In 2012, DRC simultaneously operated **six debris management sites** in Louisiana following Hurricane Isaac
7. In 2014, following Ice Storm Pax, DRC managed and operated over **fifteen debris management sites** and recycling over 1.5 million cubic yards of debris
8. In 2016 following the Louisiana Severe Flooding DR4277, **two debris management sites** were opened and operated in East Baton Rouge to compact and recycle C&D debris prior to haul out for final disposal. These sites operated with such efficiency that FEMA and the USACE filmed the operation to use in training sessions.
9. In 2017 following Hurricanes Harvey and Irma, DRC was activated in 43 jurisdictions simultaneously while managing **thirty-seven debris management sites**.
10. In 2017 following Hurricane Maria, DRC managed **8 debris management sites** in Puerto Rico.
11. In 2017 following the Alabama Tornadoes, DRC managed 3 **debris management sites**

## ENVIRONMENTAL COMPLIANCE WILDLIFE SENSITIVE ENVIRONMENTS

DRC has a twenty-nine year history of outstanding environmental compliance and involvement. The most vivid example of our understanding of working within a wildlife sensitive environment was our work in Florida and Louisiana following the BP oil spill in 2010. DRC was tasked with designing coastal protective systems and unique collection programs along more than one-hundred miles of estuaries in SW Louisiana. The programs involved intensive employee training relative to identification and protection of wildlife nesting and reproduction areas. DRC also played a role in setting up wildlife recovery and cleaning stations in Plaquemines Parish Louisiana where employees volunteered to help conduct rehabilitation and release programs. DRC has performed on many other occasions in environmentally sensitive environments such as on Galveston Island Texas in 2008. This operation involved employee training regarding the protection of the Kemp's Ridley Sea Turtle.



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## *COMMITMENT TO ENVIRONMENTAL SUSTAINABILITY*

DRC is one of the few companies in our industry to carry environmental insurance. While our operating procedures strictly adhere to environmental guidelines, the operation of Debris Management sites within a jurisdiction presents an element of potential exposure. The insurance held by DRC places an extra level of protection for the City of North Bay Village that goes beyond the protection already provided through sound operating practices. Additionally, all of DRC's key personnel maintain a current 40 hour Hazwoper certificate

DRC has set goals regarding recycling for the City of North Bay Village through alliances with C&D recyclers and major full service recyclers. Additionally DRC intends to run source separation PSAs post event in order to facilitate the recycling process. The separation of C&D, vegetative, HHW, white goods will facilitate the process. On route passes two and three, DRC will utilize the separate self-loader buckets for segregated material collection.

DRC has a wealth of experience performing landfill avoidance projects. In Houston in 2008, DRC was successful at recycling 100% of the over five million cubic yards of vegetative debris through a joint program with Republic Services. The material was used as ADC, road bed, compost and also given to citizens for use in landscaping. In Galveston the same year, DRC separated materials such as reusable wood, glass, metals and drywall to achieve a high percentage of material reuse.

DRC is committed to the protection and restoration of environments affected by disaster events. Although many of the events we respond to are the result of the forces of nature, these disasters often have profound environmental impacts in the affected regions. Moreover, the mitigation of these disasters, including the transportation and processing of large volumes of waste material, can have negative environmental impacts if not pursued with caution and sensitivity.

Restoring damaged environments is the essence of DRC's work. The removal of debris and waste materials, the restoration of damaged and compromised natural and man-made habitats, and, in some cases, the reconstruction of damaged coastal, marine, and wetland environments are the core missions in a DRC disaster response. Furthermore, DRC is committed to ensuring that our work, including the byproducts of our work, has zero or minimal environmental impact. Finally, DRC has embarked on a recycling program to ensure the most advantageous disposition of all the materials that we remove

Over the past decade, DRC has worked to restore some of the most environmentally sensitive areas in the United States. DRC participated in cleanup efforts following the BP Deepwater Horizon Oil Spill, having been awarded OSRO certification, in Florida, Mississippi and Louisiana. DRC has also worked in coastal wetlands and marine environments in the Florida Keys, the beaches of the Florida Panhandle, the North Carolina coast, the Louisiana and Mississippi coastal wetlands, and the Texas coast. We have the experience and commitment to carefully mitigate and restore any kind of environment or habitat that has been adversely affected by a disaster.

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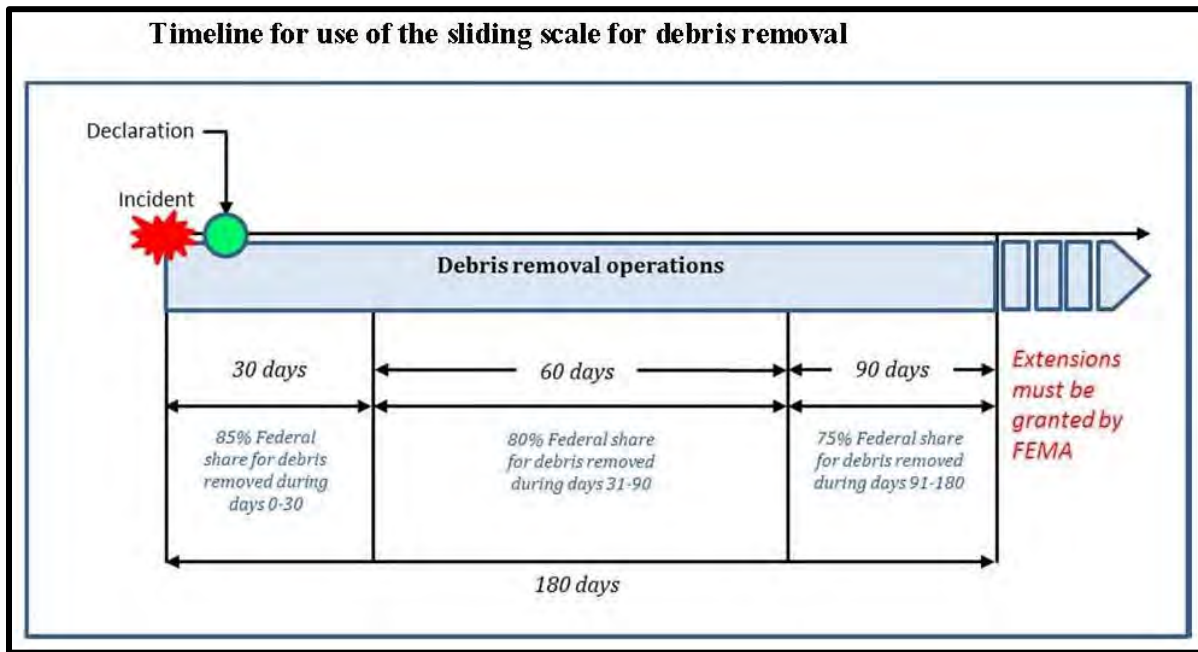
## EXPERIENCE WITH FEMA REIMBURSEMENT

For the past 29 years, DRC has responded to emergency/disaster events for numerous government entities, almost all of which were under FEMA disaster declaration and were FEMA grant reimbursable. **The maximum reimbursement rate was granted by FEMA to the customers for every event.**

Our permanent staff members are NIMS-certified and fully knowledgeable of the FEMA reimbursement process, having insured that each and every client has received 100% reimbursement for all eligible disaster-related debris. DRC can assist the jurisdiction in completing any and all forms necessary for reimbursements from state or federal agencies relating to eligible costs arising out of the disaster recovery effort. This may include, but is not limited to, the timely completion and submittal of reimbursement requests, preparation, and submittal of any and all necessary cost substantiations and preparing replies to any and all agency requests, inquiries or potential obligations, denials or de-obligations.

### COMPLETION WITHIN 180 DAYS

DRC is cognizant of FEMA's Alternate Funding mechanism and the advantages to accelerated debris removal resulting in increased Federal cost sharing. As such, DRC has provided rapid response to recent events such as the Winter Storm Pax where we provided over fifty million dollars of debris collection to the SCDOT in fewer than ninety days and in the Houston Texas floods of 2015 where the eighty percent of the work was performed in the first thirty days. Our description of the storms of 2004 above details DRC's ability to collect, process and haul out to final disposal in excess of ten million cubic yards in one hundred days.



Perhaps more importantly, DRC has extensive experience in serving the needs of the East Coast having responded to disasters in these areas over the past few years. DRC has thorough knowledge of the State, active and potential debris sites, collection routes, sand beach management issues, and policies and procedures. Moreover, DRC has developed strong relationships with local partners and officials involved in cleanup efforts.

### FEMA REIMBURSEMENT

Compliance with federal and state guidelines is critical for recovery operations conducted under the auspices of the *Federal Public Assistance Program*. The reference materials that establish these guidelines are the Debris Management Guide (FEMA), the Policy Digest (FEMA), the Public Assistance Guide Act (US Congress), and 44

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C.F.R. (Code of Federal Regulations). Non-compliance a contractor or subcontractor can jeopardize the client's reimbursement and, in extreme cases, result in an investigation by the Office of the Inspector General (OIG). DRC's compliance with these federal guidelines is critical to our reputation. DRC has a 29-year history of 100 % maximum reimbursement for its clients.

DRC Emergency Services strives to continuously stay ahead of changes in FEMA policy and guidance, especially that policy which may impact our clients. One such policy change took place in December of 2014, this being the implementation of the FEMA "Super Circular" otherwise known as Uniform Guidance, 2 C.F.R. 200 Procurement & Documentation. At DRC, we took the time to read, discuss, and implement internal measures to be certain that our clients, or prospective clients, are on course to be fully compliant with this guidance. DRC carefully review scopes of service, terms of inclusion, evaluation, pricing models, and other key components for any items which may be called in to question following this recent guidance revision by FEMA. We see this as just another opportunity to assist the local government in their mission to attain full reimbursement for post-event activations and operations.

## *PROJECT WORKSHEET AND APPLICATION PROCESS*

The Project Worksheet (PW) is the FEMA document used to request funding for specific recovery projects. A properly formatted PW will fully detail the necessity of a project, the scope of the project and will accurately forecast the costs associated with the project. Small projects (equal to or less than \$120,000 after 2/24/2014) are written by local governments and large projects (greater than \$120,000 after 2/24/2014) are written by FEMA. Debris removal projects, which make up the majority of all Public Assistance grants, are almost exclusively large projects. The FEMA PA Project Specialist (formerly known as the Project Officer) assigned to the local government will begin the process of gathering data and writing the debris removal PW within days or weeks after the event. Several sets of critical data are necessary to complete the PW.

- Accurate estimates of the total amount of debris to be collected
- Accurate estimates of the total cost of the debris removal project
- Accurate database tracking of work completed to date
- Invoices submitted by and payments to the contractor

DRC can assist the Government entity in completing any and all forms necessary for reimbursements from state or federal agencies relating to eligible costs arising out of the disaster recovery effort. This may include, but is not limited to, the timely completion and submittal of reimbursement requests, preparation, and submittal of any and all necessary cost substantiations and preparing replies to any and all agency requests, inquiries or potential obligations, denials or de-obligations.

## *INITIAL DAMAGE ESTIMATE*

In order to accurately populate information necessary for the FEMA project worksheet DRC routinely conducts initial damage estimates with the help of its municipal client. These assessments are calculated by taking a representative sample (typically four linear miles in various parts of the jurisdiction) and calculating the amount of debris within those sectors. This amount of debris is multiplied by the number of total street miles within the jurisdiction to determine preliminary damage (expressed in cubic yards). To reinforce this estimate it is also typical for DRC to provide a helicopter to determine if any anomalies are present within the affected jurisdiction.

## *IMMEDIATE NEEDS FUNDING*

The purpose of Immediate Needs Funding is to provide applicants with funding for urgent needs, without burdening them with extensive paperwork during peak crisis operations. The maximum amount of INF an applicant can receive is 50% of the emergency work estimated in the Preliminary Damage Assessment (PDA). Eligible emergency work typically includes debris removal, emergency protective measures, and removal of

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health and safety hazards. INF is not intended for emergency work projects with Special Considerations or projects that will take more than 60 days to complete. INF is designated for emergency work costs such as overtime payroll, equipment expenses, temporary employee payroll, materials purchased, equipment rented, and contractor payments. INF is placed in the State's account within days of the disaster declaration and ensures that the immediate needs of the applicant are met. DRC has helped numerous applicants, over its 29-year history, obtain INF.

### *FEMA TECHNICAL MANAGEMENT TRAINING*

Our permanent staff members are NIMS-certified and fully knowledgeable of the FEMA reimbursement process, having insured that each and every client has received 100% reimbursement for all eligible disaster-related debris. DRC can assist the jurisdiction in completing any and all forms necessary for reimbursements from state or federal agencies relating to eligible costs arising out of the disaster recovery effort. This may include, but is not limited to, the timely completion and submittal of reimbursement requests, preparation, and submittal of any and all necessary cost substantiations and preparing replies to any and all agency requests, inquiries or potential obligations, denials or de-obligations.

DRC and/or DRC have on staff, or available through its extensive Reservist/Consultant Personnel Database, qualified personnel who are available to assist any client with Exercises, Plans Formulation, or Training of Government personnel on eligibility issues, reimbursement procedures, documentation, etc. DRC will provide regular annual or more frequent training and feedback sessions to the government as a service at no additional cost to the Village. Training sessions are scheduled and led by the Director of Training and will address planning and reimbursement issues as well as any other concerns of the Village. Typically, training sessions also include DRC consultant and reservist personnel who are former FEMA personnel or who are intimately familiar with FEMA and other government regulations.



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## CURRENT WORK IN PROGRESS

State of Alabama			
Jacksonville (City of) 85%	St. Clair County 85%	Calhoun County 85%	
State of Louisiana			
City of New Orleans 80%			
State of Texas			
Port Aransas 80%	Houston 75%		
Puerto Rico			
DTOP 85%			

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## CURRENT PRE-POSITION CLIENTS OF DRC

DRC has been selected as pre-positioned, pre-qualified, or “stand-by” contractor for over 230 government entities and political subdivisions. DRC is the primary contractor for many municipalities that have a population over 150,000, a few of which include San Antonio, East Baton Rouge Parish, Honolulu.

State of Alabama			
ACCA Region 1	ACCA Region 5	ACCA Region 7	Silverhill
ACCA Region 2	ACCA Region 6	Marshall County	
State of California			
Alameda County	Los Angeles County	Los Angeles County - Prequalified	Orange County
State of Colorado			
Arvada (City of)	Boulder (City of)		
State of Connecticut			
West Hartford			
State of Florida			
Angler’s Club Homeowners Association	Fort Lauderdale	Miami-Dade Public Schools	Santa Rosa County
Angler’s Homeowners Association	Fort Walton Beach	Milton	Santa Rosa County School District
Atlantic Beach (City of)	Gulfport	Monroe County (2)	Sewall’s Point (2)
Bay County	Hernando County	North Lauderdale	Shalimar
Belleair Beach	Hiialeah	North Miami	South Daytona
Broward County (2)	Hollywood	Ocean Reef Club, Inc	South Florida Water Management District
Cape Coral	Holmes County	Ocean Reef Community Association	South Miami
Charlotte County (2)	Indian Creek Village	Ocean Ridge (Town of)	South Pasadena
Charlotte County School District	Indian Rocks Beach	Orange City	St. Augustine
Citrus County	Inverness	Orlando	St. Lucie County (2)
Coconut Creek (2)	Jackson County	Ormond Beach	St. Lucie County Public School District
Cutler Bay	Jupiter Island (2)	Oviedo	Stuart (City of)
Dania Beach	Lakeland	Palm Beach County School District	Surfside
Daytona Beach	Largo	Palm Beach County Solid Waste Authority	Tallahassee
Debary	Lee County (3)	Palm Beach Gardens (2)	Tampa
Deland	Leon County	Palm Springs (Village of)	Temple Terrace
Doral	Longwood	Palmetto Bay	Treasure Island
Dunedin	Manatee County	Pembroke Pines	Valparaiso
Edgewater	Mary Esther	Pensacola	Vero Beach
Escambia County	Martin County	Pinellas County	Volusia
FDOT District 2	Marion County	Polk County	Washington County
FDOT District 3	Miami	Port Orange	Weston
FDOT District 5	Miami-Dade County - Debris Removal	Port St. Lucie	Wellington
FDOT District 7	Miami-Dade County- Hauling & Disposal	Punta Gorda	
Ferdinana Beach	Miami-Dade County - TDSRS	Redington Beach	
State of Georgia			
Blakely-Early County - Prequalified	Brunswick	Colquitt (City of)	Garden City
	Charlton	Colquitt County	Miller County
State of Hawaii			
Honolulu			
State of Kansas			
Johnson County			

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State of Kentucky			
Owensboro			
State of Louisiana			
Abita Springs (Town of)	East Baton Rouge Parish/	Iberville Parish	St. Bernard Parish
Ascension Parish	City of Baton Rouge	Lafayette Parish	St. Charles Parish
Assumption Parish	Evangeline Parish	Lafourche Parish	State of LA - Sand
Baker (City of)	Greater Lafourche Port	New Orleans (City of)	Tangipahoa
BREC	Commission	Plaquemines Parish (2)	Terrebonne Parish
Calcasieu Parish	Iberia Parish	Port of New Orleans	
State of Maryland			
Caroline County	State of Maryland -	State of Maryland -	State of Maryland -
Frederick County (2)	Region A	Region C	Region E
Harford County	State of Maryland -	State of Maryland -	
Prince George County	Region B	Region D	
State of Mississippi			
Gautier (City of)	Jackson County	Tupelo (City of) -	Waveland (City of) -
Hattiesburg (City of) -	Lee County	Prequalified	Prequalified
Prequalified			
State of Missouri			
Greene County			
State of New York			
South Hampton	State of New York	Suffolk	
State of North Carolina			
Burgaw	Havelock	New Hanover County	Surf City (Town of) (3)
Caroline Beach - Sand	Hyde County	Pender County	Topsail Beach
Greene County	Montgomery	Pine Knoll Shores (Town of)	Wilmington (3)
State of Oregon			
Washington County -			
Prequalified			
State of Rhode Island			
State of Rhode Island (2)			
State of South Carolina			
Allendale	Barnwell County	Pickens - Prequalified	Rock Hill
Bamberg County	Oconee County-Prequalified		
State of Tennessee			
Metro Nashville -	Memphis		
Davidson County			
State of Texas			
Aransas Pass	Galveston County	Jefferson Co. Drainage	Port Arthur
Bellaire	Galveston Wharves	District No. 7	Port Neches
Brazoria County	Garland	Kemah	San Antonio
Cedar Hill	Groves	La Porte	Shenandoah
Chambers County	Harris County	McKinney	Sugar Land
Cleveland	Houston (2)	Montgomery County	Taylor Lake Village
Conroe	Houston Galveston Area	Morgan's Point	Texas City
Duncanville (City of)	Council	Nederland	Tyler County
Fort Worth	Humble	Pasadena	Waller County
Freeport (City of)	Jamaica Beach	Piney Point Village	
Galveston (City of) (2)	Jefferson County	Port Aransas	
State of Virginia			
Central Virginia Waste	Loudoun County	Prince William	

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Management Authority	Virginia Department of Emergency Management (2)		
<b>State of Washington</b>			
State of Washington			



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## AVAILABILITY OF FIRM'S RESOURCES

### AVAILABILITY OF KEY PERSONNEL

For the past 29 years, the DRC team has responded to major natural or man-made disasters occurring within the continental United States and its territories, in theatres of U.S.-led troop operations, and in Central America. The DRC personnel are trained, motivated and available for immediate deployment in an emergency response. All assigned personnel will be available to the Village as needed. Personnel are N.I.M.S.-certified and/or have specialized training in safety and asbestos management and are equipped with utility vehicles, digital, handheld, multi-state, two-way radios, cellular communications, and handheld computers. DRC personnel will have the experience and/or training to respond **immediately** to disasters and are provided with a DRC ES supervisor handbook including required reports and forms for successful disaster response and management thereof.

*"DRC's knowledge base, experience, and ability to make experts available in the field were instrumental in the successful completion of this work." – Donald G. Donaldson, P.E., Engineering Director/County Engineer, Martin County, FL*

Regional Managers are assigned to specific geographic locations throughout the United States to assist, monitor and lead the project teams in response to emergency situations. Regional Managers from one region may be assigned to support other Regional Managers as needed and all Regional Managers may be mobilized to one location to support emergency situations. Regional Manager for the City of North Bay Village is Jay Gunter who is capable of responding to the needs of the Village 24 hours a day, 7 days a week.

### AVAILABLE EQUIPMENT

DRC Emergency Services, LLC and associated and affiliated companies and subcontractors, owns substantial trucks and specialized pieces of heavy equipment, attachments and support equipment specifically designed for emergency response. DRC owns dozens of cellular and radio telephones for use in an emergency. DRC and/or their subcontractors have national priority contracts with multiple national equipment leasing companies and subcontractors and/or independent contractors through which hundreds of trucks and/or pieces of heavy loading equipment are available to supplement DRC's and/or the subcontractor's fleets. In summary, DRC is capable of mobilizing all of the listed equipment and more, as needed, to meet the clearing requirements of a Notice to Proceed.

DRC estimates that there are only between 1100 to 1500 self-loading double box, one hundred cubic yard plus rigs in the United States. All of our primary subcontractors operate this type of equipment which allows DRC to set industry standards for maximum capacity collected. **DRC set a FEMA record by collecting over 400,000 cubic yards in a single day of operation.**

In addition to the equipment owned by DRC, we have national accounts with multiple equipment rental companies that offer us the capability to meet the equipment needs of the Village DRC also has accounts with national and international Industrial supply warehouses, such as Aramsco and Grainger, who offer environmental safety, disaster response, surface preparation and restoration goods and services which includes fire safety and PPE of all types.

### SUBCONTRACTORS

DRC maintains a cadre of hundreds of subcontractors of which approximately thirty are primary subcontractors that have been used in all of DRC's responses to major events within the last twenty-nine years. These subcontractors along with DRC's own personnel and equipment are capable of mobilizing an event of huge magnitude. For instance, in 2008 while responding to the aftermath of Hurricane Ike in Louisiana and Texas, DRC operated and managed over 2000 pieces of equipment. DRC's advanced team was imbedded in emergency operations centers throughout these two States and was functioning at eighty percent capacity within seventy-two hours of the notices to proceed. The event encompassed the collection, processing, recycling and disposal of over eleven million cubic yards of debris, all of which was performed in just ninety days.

## ***ABILITY TO MANAGE MULTIPLE CONTRACTS***

DRC has implemented a comprehensive Corporate Level Advance Mobilization Plan to ensure a coordinated, expeditious and effective response to disasters by its personnel and resources. This plan has been utilized by DRC to respond quickly in the following contracts:

### ***2017 HURRICANE IRMA***

- DRC was activated in 26 jurisdictions simultaneously while managing 30 debris management sites. DRC anticipates removing over debris over 4,000,000 cubic yards of debris.

### ***2017 HURRICANE HARVEY***

- DRC was activated in 17 jurisdictions following Hurricane Harvey and simultaneously ran more than 16 debris management sites during this activation.
- DRC has recovered and reduced over 2,750,000 cubic yards of debris to date.

### ***2016 HURRICANE HERMINE***

- In Citrus County, Florida, DRC successfully removed and disposed of more than a thousand tons of residential flood debris and tens of thousands of cubic yards of vegetation in less than 30 days

### ***2016 LOUISIANA SEVERE FLOODING DR4277***

- DRC picked up 1 million cubic yards of debris over the course of 30 days in East Baton Rouge Parish, Louisiana.
- DRC opened and operated two Temporary Debris Management Sites to compact and recycle C&D debris prior to haul out for final disposal. These sites operated with such efficiency that FEMA and the USACE filmed the operation to use in training sessions.

### ***WINTER STORM JONAS 2016***

- The snow from Winter Storm Jonas started the morning of January 22nd and by the evening DRC had started mobilizing in 5 different jurisdictions. Operations continued 24 hours a day and required two operators per piece of equipment, around the clock management and support personnel. The project was completed in 10 days.

### ***ICE STORM PAX 2014***

- DRC was simultaneously activated in New Hanover County, NC, Pender County, NC, and the City of Wilmington, NC for debris removal and reduction of approximately 400,000 cubic yards of debris.
- The South Carolina Department of Transportation contracted DRC to cut, remove and transport vegetative debris in 8 counties, totaling over 12,000 miles of roadway clearing and the trimming of over 225,000 trees.
- DRC managed and operated over 15 Debris Management Sites reducing and recycling over 1.5 million cubic yards of debris.

### ***THE HURRICANE SEASON OF 2012***

- DRC simultaneously operated 14 contracts throughout the Southeast in response to Hurricane Isaac. DRC concurrently operated six TDSRS sites in Louisiana alone.

### ***THE HURRICANE SEASON OF 2009***

- The Texas GLO requested assistance for the removal of marine debris that was generated as a result of Hurricane Ike in 2008. These services were performed in Trinity, Galveston, East and West Bay and have an approximate contractual value of \$22,703,700.00.
- DRC also provided services for areas such as Kentucky and Arkansas that were ravaged by severe ice storms. These services are valued at approximately \$11,157,132.02.

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## *THE HURRICANE SEASON OF 2008*

- DRC responded in service to 36 separate contracts, including the cities of New Orleans, Houston, and Galveston in response to Hurricanes Gustav and Ike devastating the Louisiana and Texas coastlines. DRC's work in these regions was nearly completed in a little over two months.
- DRC established a single-day productivity record for post-disaster debris removal as recognized by FEMA by collecting 440,000 cubic yards of debris in a single day in the City of Houston.
- In just ninety days, DRC collected more than 5.6 million cubic yards of debris from the City of Houston alone.
- DRC's expedited operation using more than 2,000 pieces of collection equipment made it possible for the city of Houston to receive reimbursement in the greater than 80% range.
- Following Hurricane Ike, DRC simultaneously operated seven TDSRS sites handling 11,000,000 CY of debris, recycling materials out of the waste stream in two of those facilities.

## *THE HURRICANE SEASON OF 2005*

- DRC is proud to have assisted in the recovery following the devastation of Hurricanes Katrina, Rita, Wilma, and Cindy affecting the Florida Keys, throughout Mississippi and Louisiana, and into Houston, Texas. To date, DRC has successfully completed over \$130,000,000 in disaster remediation in the hardest hit parishes of Louisiana and in Monroe, Escambia, and Miami-Dade counties in Florida, as well as the eastern coastal counties of Texas.
- Following Hurricane Wilma, DRC simultaneously operated five TDSRS sites in Louisiana, processing debris for the Louisiana DOTD. Also in 2005, DRC simultaneously operated six TDSRS sites for the Louisiana DOTD in two districts following Hurricane Katrina.

## *THE HURRICANE SEASON OF 2004*

- In the aftermath of Hurricanes Charley, Frances, Jeanne and Ivan, DRC and its teaming partners and/or subcontractors, performed 37 virtually simultaneous contracts and \$150,000,000 in emergency work, including the removal of over 10,000,000 cubic yards of debris and the restoration of miles of beaches, throughout the state of Florida, from Monroe County to Escambia County, as well as projects in Virginia, South Carolina, and Texas.
- DRC simultaneously operated more than ten TDSRS sites in Florida.

## *2000 WINTER ICE STORM*

- In January 2000, in the aftermath of the Winter Ice Storm, DRC performed debris removal and landfill management services in North and South Carolina and Georgia. Approximately 800,000 cubic yards of debris was removed and processed within approximately 90 days.

## *TIME MANAGEMENT AND BUDGETING*

DRC understands the economic incentives associated with FEMA's accelerated debris removal (increased federal cost share on a sliding scale). Following Hurricane Ike in 2008, DRC established an industry standard for volume collected in a single day (as recognized by FEMA). During this operation more than 5.6 million cubic yards were collected, processed, and recycled in a little more than 60 days. While fragments of the project lasted slightly longer, DRC's expedited operation using more than 2,000 pieces of collection equipment made it possible for the city of Houston to receive reimbursement in the greater than 80% range.

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## KEY PERSONNEL

DRC, its subcontractors, and/or personnel list among their accomplishments, membership in many professional organizations including NEMA, APWA, SWANA and the Society of American Military Engineers. DRC and/or its' affiliates, associates and/or subcontractors are licensed General Contractors in the states in which DRC performs disaster response services. DRC is familiar with USACE, FEMA, and FHWA rules and regulations, the Stafford Act, and 44CFR as they pertain to emergency response, recovery and reimbursement

### John Sullivan, President

Mr. Sullivan has vast experience in all aspects of the construction industry, ranging from marine construction and dredging, land development and infrastructure construction as well as the intricate completion of individual custom homes. Mr. Sullivan, along with his brothers, started Sullivan Land Services, Ltd. which provides comprehensive site services for disaster response and recovery, infrastructure, and commercial landscaping, while earning a degree at Texas A&M University in Construction Management. His ingenuity eventually led to the creation of Sullivan Interests, Ltd., a portfolio of companies that provides services and products to various industries.



With over 20 years of experience in the construction industry, Mr. Sullivan has gained both extensive knowledge and hands on experience with the recovery process.

FEMA Certifications: IS-20.18, IS-100.b, IS-100.pwb, IS-200.b



### Mark Stafford, Vice President of Response and Recovery

Mr. Stafford brings many years of experience in disaster and commercial/industrial waste management to DRC Emergency Services. He has participated in recovery following ice storms and hurricanes throughout the Southeast. Mark has overseen and operated landfills, recycling operations and transportation companies exceeding \$200 million in annual revenues. He has managed teams of over 1,100 staff serving business, industry and municipalities.

Prior to joining DRC, Mark was the president and regional director of Allied Waste for the State of Louisiana. He also worked in an executive capacity for Waste Management. He earned a B. S. in business from the University of Louisiana.

FEMA Certifications: IS-5.a, IS-11.a, IS-33.17, IS-35.17, IS-100.pwb, IS-106.17, IS-200.b, IS-315, IS-317, IS-546.a, IS-547.a, IS-660, IS-700.a, IS-702.a, IS-706, IS-775, IS-800.b, IS-801, IS-802, IS-803, IS-806, IS-906, IS-907, IS-2900

Other Certifications: Hazwoper

### Kristy Fuentes, Vice President of Compliance and Administration

Kristy Fuentes is the Vice President of Compliance and Administration for DRC Emergency Services, LLC (DRC ES) and Chief Ethics & Compliance Officer. Previously, Ms. Fuentes was Director of Business Development, leading the marketing, sales and communications functions. Since joining DRC in 2005, Ms. Fuentes has provided assistance to clients in planning, program management, disaster response, demolition contracting and regulatory compliance.

Following Hurricane Katrina, Ms. Fuentes managed expansive projects for the Orleans Levee Board, St. Bernard Parish and the United States Corps of Engineers. Ms. Fuentes has served as program manager for four contracts with the Louisiana





# Agenda Item 9A

*“They provided a service that exemplifies the dedication of DRC Emergency Services to its customers.”*

*– Jason C. Eaton, Logistics Section Chief, Commonwealth of Virginia*

Department of Environmental Quality, including the “Katrina Car and Vessel” contract and three massive demolition projects in the City of New Orleans. Following Hurricane Gustav, Ms. Fuentes managed nine major disaster-response contracts across southern Louisiana with a cumulative contract value of over thirty million dollars. In response to the BP MC 232 oil spill, Ms. Fuentes played a key role in the clean-up of lower Jefferson, Terrebonne and Plaquemines Parishes through the employment and management of hundreds of local residents and vessels.

Since November 2013, Ms. Fuentes has implemented changes and improvements to the methods and procedures for contract, licensing and pre-qualification processes, ensuring contractor compliance with Federal and State regulations.

FEMA Certifications: IS-5.a, IS-10.a, IS-11.a, IS-29, IS-37.17, IS-42, IS-100, IS-100.b, IS-100.pwb, IS-106.17, IS-200.b, IS-241.b, IS-244.b, IS-315, IS-317, IS-453, IS-546.a, IS-547.a, IS-632.a, IS-633, IS-634, IS-700, IS-702.a, IS-706, IS-775, IS-800.b, IS-801, IS-802, IS-803, IS-804, IS-906, IS-907, IS-909, IS-2900

Other Certifications: Hazwoper



## Joe Newman, Vice President of Operations

With more than 12 years of experience in overseeing large-scale construction and disaster-related debris management projects, Mr. Newman has managed teams over multiple disasters including Hurricanes Isabel, Dennis, Katrina and Ike.

In 2008, Mr. Newman responded to the devastation in Galveston following Hurricane Ike and as a Program Manager, he oversaw the collection, processing and recycling/disposal of over 1 million cubic yards of debris. He has been involved in projects in various capacities, including heavy equipment operation, planning and coordination of construction process, securing permits and licenses, delivery of materials and equipment, FEMA compliance, coordinating and operating with municipality officials, and estimating for contracts.

In May of 2015, Mr. Newman responded to the historic floods meeting the needs of Texas Department of Transportation and the Houston Solid Waste Department. He was tasked with tracking all debris operations.

FEMA Certifications: IS-33.17, IS-35.17, IS-100.b, IS-100.pwb, IS-632.a, IS-702.a, IS-2900

Other Certifications: Hazwoper

## Jay Gunter, Regional Manager (South Florida)

Mr. Gunter comes to DRC with 35 years in the solid waste business. Jay started throwing trash on the back of a garbage truck in 1983 and has operated every type of waste and/or hauling truck imaginable. He rose through the ranks at BFI becoming a Sales Rep and President’s Club member in 1989; in 1990 as an Operations Manager he became a member of Chairman’s Club. During his long career in the waste industry, Jay has held almost every position. He was landfill and transfer station certified through the Solid Waste Association of North America. He was also certified as HAZWOPER through the University of South Florida and has served as an incident commander through several hazardous waste events. As a previous Solid Waste Superintendent with Lake County, Florida, Jay has been through the 200, 300 and 400 series for Municipal emergency management and understands that side of a disastrous event as well. His disaster experience includes coordination or clean up after Hurricanes Hugo, Andrew, Alberto and Mitch as well as many other flood and tornado events.



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Other Certifications: Hazwoper, Manager of Landfill Operations - Solid Waste Association of North America, Transfer Station Operations Certification - Solid Waste Association of North America, Trainer Certification in Smith System Defensive Driving 5 Keys



## **Sam Dancer, Project Manager**

After more than a decade in the military and law enforcement, Mr. Dancer became a Field Supervisor and Project Manager, handling contracts involving clean-up following Hurricanes Gustav and Ike; City of Fayetteville, AR ice storm; City of Nashville, Tennessee flooding; BP Oil Spill; and the Port Au Prince, Haiti earthquake.

Most recently, his projects have included St. Louis County and the City of Bridgeton, MO, tornado debris removal; Tuscaloosa, AL (ALDOT) residential demolition of tornado-damaged residences; Terrebonne Parish, LA, St. Louis Bayou Cleanout project; and the City of New Orleans, LA, Strategic Demolition for Economic Recovery project.

FEMA Certifications: IS-3, IS-5.a, IS-10.a, IS-11.a, IS-29, IS-33.17, IS-37.17, IS-42, IS-60.b, IS-75, IS-100.a, IS-100.b, IS-100.fda, IS-100.fwa, IS-100.hcb, IS-100.he, IS-100.leb, IS-100.pwb, IS-100.sca, IS-106.17, IS-200.a, IS-200.b, IS-200.hca, IS-201, IS-230.d, IS-241.b, IS-244.b, IS-315, IS-317, IS-324.a, IS-325, IS-394.a, IS-405, IS-420, IS-421, IS-453, IS-546.a, IS-547.a, IS-632.a, IS-633, IS-634, IS-660, IS-700.a, IS-702.a, IS-703.a, IS-706, IS-775, IS-800.b, IS-801, IS-802, IS-803, IS-804, IS-807, IS-808, IS-809, IS-810, IS-811, IS-812, IS-813, IS-906, IS-907, IS-909, IS-914, IS-1150, IS-2900

OSHA Certifications: OSHA-105, OSHA-115, OSHA-150, OSHA-151, OSHA-152, OSHA-602, OSHA-603, OSHA-605, OSHA-612, OSHA-700

Other Certifications: ADEM - QCI Certification, Hazwoper, Access to HSIN granted by the Department of Homeland Security for Louisiana, Mississippi, and the EM Site

## **Lisa Garcia, Contracts Manager**

Ms. Garcia has overseen DRC's contracts since 2010, maintaining contractual records and documentation, such as receipt and control of all contract correspondence. She's also responsible for applying, renewing and activating general contractor licenses nationwide, and other authorizations and pre-qualifications. Projects on which she provided administrative assistance to the Chief Operating Officer, Regional Manager and several Project Managers include the BP Oil Spill Clean Up and Hurricane Isaac Recovery, as well as numerous demolition and DOT jobs. Prior to joining DRC, Ms. Garcia provided administrative assistance for emergency response projects involving FEMA protocol. She is FEMA NIMS 300, 400, 700 certified.



FEMA Certifications: IS-5.a, IS-10.a, IS-11.a, IS-37.17, IS-42, IS-100.a, IS-100.b, IS-100.pwb, IS-106.17, IS-200.b, IS-201, IS-244, IS-315, IS-317, IS-324.a, IS-453, IS-546.a, IS-547.a, IS-632.a, IS-633, IS-634, IS-660, IS-700.a, IS-702.a, IS-706, IS-775, IS-800.b, IS-801, IS-802, IS-803, IS-806, IS-906, IS-907 IS-909, IS-2900

Other Certifications: Hazwoper

Please see Organizational Chart, Résumés and Project and Personnel Experience Matrix attached

## *PROPOSED SUBCONTRACTOR*

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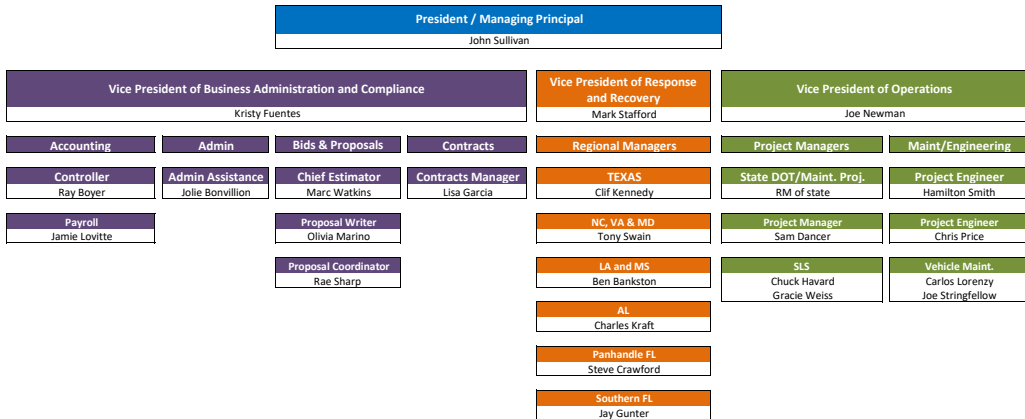
RPF Emergency Services, LLC  
Hunter Fuzzell  
2903 7th street  
Tuscaloosa, AL 35401  
404-936-4833

RPF Emergency Services is a turn-key subcontractor in the Emergency Services industry. Based out of Mobile, AL, RPF is ready to respond within 24 hours to any of the City of North Bay Village's needs. RPF is wholly owned by R. Hunter Fuzzell. Hunter founded the company in 2015, after spending over a decade working in various roles throughout the industry. Hunter possesses a BS - Finance and MBA from Auburn University and a Master's of Engineering - Construction Management from the University of Alabama - Birmingham. In 2016, RPF responded to 18 contracts, the majority being simultaneous in response to Hurricane Matthew. They handled over 3.5 million cubic yards of debris, taking it "cradle to grave" from the public ROW, to the DMS, through the reduction process, and finally to final disposal. RPF continued to grow in 2017, when it managed over 20 contracts and handling in excess of 5 million cubic yards of debris

RPF owns 6 "Double" self-loaders and 2 singles. On large events, RPF partners with companies owned by immediate family members and in total they own over 20 "doubles". RPF's true strength lies in its vast network of subcontractors. In 2017, RPF was simultaneously managing in excess of 1300 load and haul units. Since its inception a mere 3 years ago, RPF has responded to any type of disaster in size and scope that could impact the City of North Bay Village.

# Agenda Item 9A

DRC Emergency Services, LLC  
Organizational Chart





## JOHN SULLIVAN

### PRESIDENT

110 Veterans Boulevard, Suite 515 • Metairie, LA 70005  
(888) 721-4372 • [jsullivan@sullivaninterests.com](mailto:jsullivan@sullivaninterests.com)



### INTRODUCTION

Mr. Sullivan has vast experience in all aspects of the construction industry, ranging from marine construction and dredging, land development and infrastructure construction as well as the intricate completion of individual custom homes. Mr. Sullivan, along with his brothers, started Sullivan Land Services, Ltd. which provides comprehensive site services for disaster response and recovery, infrastructure, and commercial landscaping, while earning a degree at Texas A&M University in Construction Management. His ingenuity eventually led to the creation of Sullivan Interests, Ltd., a portfolio of companies that provides services and products to various industries. With over 20 years of experience in the construction industry, Mr. Sullivan has gained both extensive knowledge and hands on experience with the recovery process

### EDUCATION

**Texas A&M University** – College Station, Texas  
*Bachelor of Science – Construction Science*

### PROMINENT CERTIFICATIONS

FEMA IS-100.b	Introduction to Incident Command System, ICS-100
FEMA IS-100.pwb	Introduction to the Incident Command System
FEMA IS-200.b	ICS for Single Resources and Initial Action Incident

### OTHER CERTIFICATIONS

OSHA Safety Certification	USACE Contractor Quality Management
---------------------------	-------------------------------------

### NOTABLE PROJECTS

Hurricane Maria – 2017	Louisiana Severe Storms and Flooding (DR-4277) – 2016
Hurricane Irma – 2017	Winter Storm Jonas – 2015
Hurricane Harvey – 2017	Houston, TX Flood -2015
Hurricane Matthew -2016	

### EXPERIENCE

#### **NYC Build It Back Program** – City of New York, NY

- Program/construction management for the reconstruction, rehabilitation and elevation of over 700 homes in Staten Island. CDBG-DR funded project for New York City restoring homes damaged by Hurricane Sandy.

#### **New York City Rapid Repairs Program** – New York, NY

- Repair of over 1,700 homes throughout the five boroughs of New York following Hurricane Sandy. All repairs performed in a four-month period and included mechanical, electric and plumbing.

#### **FEMA Galveston County Emergency Housing** – Galveston County, TX

- Involved the complete development of two former athletic fields into fully-functional manufactured home communities totaling 106 units. Both projects were completed in 28 days.

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## **USACE GIWW Willacy County Dredging - Harlingen, TX**

- Dredging of approximately 423,000 cubic yards of material in Gulf Intracoastal Waterway and disposal in designated USACE placement areas.

## **Port of Harlingen Maintenance Dredging - Harlingen, TX**

- Maintenance dredging of Port of Harlingen dock facilities. Dredging of approximately 58,000 cubic yards of material and disposal in POH placement areas.

## **Port of Galveston Maintenance Dredging - Galveston, TX**

- Annual contract for maintenance dredging of Port of Galveston dock areas and shipping channel. Dredging of approximately 70,000 cubic yards of material per dredging cycle.

## **Port of Houston Maintenance Dredging - Houston, TX**

- Maintenance dredging of Bayport Wharf 3 facility. Dredging of approximately 53,000 cubic yards of material and disposal in POH placement areas.

## **Galveston Pilots Association Dredging - Galveston, TX**

- Dredging of GPA facility to create proper draft for incoming vessels. The slips had not been dredged in over ten years, which allowed for a substantial amount of siltation. Over 10,000 cubic yards of material was removed to create 15-foot draft at vessel slips.

## **Texas International Terminals Levee, Dredge & Bulkhead Construction - Galveston, TX**

- Creation of new placement areas, reconstruction & reinforcement of 25 acres of existing levees, dredging of over 150,000 cubic yards of material from facility basin and slips, repair and replacement of existing bulkheads, new fendering systems and dolphin installation.

## **LBC Terminals Levee Construction & Dredging - Houston, TX**

- Creation of a new 10-acre dredge spoil placement area at Houston Ship Channel facility and dredging of 40,000 cubic yards of spoil material.



## MARK STAFFORD

### VICE PRESIDENT OF RESPONSE AND RECOVERY

110 Veterans Boulevard, Suite 515 · Metairie, LA 70005

(888) 721-4372 · [Mstafford@drcusa.com](mailto:Mstafford@drcusa.com)



#### INTRODUCTION

Mr. Stafford brings many years of experience in disaster and commercial/industrial waste management to DRC Emergency Services. He has participated in recovery following ice storms and hurricanes throughout the Southeast. Mark has overseen and operated landfills, recycling operations and transportation companies exceeding \$200 million in annual revenues. He has managed teams of over 1,100 staff serving business, industry and municipalities. Prior to joining DRC, Mark was the president and regional director of Allied Waste for the State of Louisiana. He also worked in an executive capacity for Waste Management. He earned a B. S. in business from the University of Louisiana.

#### EDUCATION

**University of Southwest Louisiana** - Lafayette, Louisiana

*Bachelor of Science in Business Administration* - 1980

**Media Training School** - Dallas, Texas

**Advanced Management Program**

#### PROMINENT CERTIFICATIONS

Hazardous Waste Operations & Emergency Response - Initial

FEMA IS-100.pwb Introduction to the Incident Command System

FEMA IS-200.b ICS for Single Resources and Initial Action Incident, ICS-200

FEMA IS-700.a National Incident Management System (NIMS), An Introduction

FEMA IS-702.a NIMS Public Information Systems

#### OTHER CERTIFICATIONS

FEMA IS-5.a

FEMA IS-315

FEMA IS-706

FEMA IS-803

FEMA IS-11.a

FEMA IS-317

FEMA IS-775

FEMA IS-806

FEMA IS-33.17

FEMA IS-546.a

FEMA IS-800.b

FEMA IS-906

FEMA IS-35.17

FEMA IS-547.a

FEMA IS-801

FEMA IS-907

FEMA IS-106.17

FEMIA IS-660

FEMA IS-802

FEMA IS-2900

#### NOTABLE PROJECTS

Hurricane Maria - 2017

Hurricane Irma - 2017

Hurricane Harvey - 2017

Hurricane Matthew -2016

Louisiana Severe Storms and Flooding (DR-4277) - 2016

Winter Storm Jonas - 2015

Houston, TX Flood -2015

Winter Storm Pax - 2014

Midwestern Tornado Outbreak - 2013

Hurricane Isaac - 2012

Hurricane Irene - 2011

BP Oil Spill - 2010

Hurricane Gustav - 2008

Hurricane Ike - 2008

Hurricane Wilma - 2006

Hurricane Rita - 2005

Hurricane Ophelia - 2005

Hurricane Katrina - 2005

Hurricane Dennis - 2005



## EXPERIENCE

### **DRC Emergency Services LLC – New Orleans, Louisiana**

*Vice President of Response and Recovery* – January 2016 – Present

*Chief Executive Officer* – December 2013 – January 2016

*Director-Business Development* – January 2013 – December 2013

*Partner and Chief Operating Officer* – September 2005 – January 2013

### **Allied Waste Systems, Baton Rouge Louisiana**

*District Manager* – April 2002 – September 2005

### **DRC, INC. – Mobile, Alabama/New Orleans, Louisiana**

*Regional Manager* – April 2000 – April 2002

- Negotiated and managed local/FEMA-funded government contracts; developed and produced RFPs. Provided technical assistance to government entities. Advised government on 44CFR issues. Represented local government in handling FEMA issues.
- Managed construction contracts in the Southern United States and Honduras.
- Managed marketing and operations for disaster recovery work. Conducted negotiations and hired subcontractors. Provided volume and cost estimates.
- Developed/managed incinerator projects, working closely with various political bodies.
- Provided environmental consulting services for government and private industry.
- Responsible for business development. Produced business models.
- Negotiated with USAID relating to multiple construction contracts in Honduras to resolve contract disputes.
- Gained the aid of U.S. embassy on behalf of company.
- Designed company's marketing program.

### **Waste Management, Inc. – New Orleans, Louisiana**

*Division President/General Manager* – August 1996-February 2000

### **Waste Management, Inc. - Baton Rouge and South Louisiana Division – Baton Rouge, Louisiana**

*District Manager* – July 1995-August 1996

- In final (New Orleans) assignment, held responsibility for commercial, residential, South Louisiana, and transfer divisions, with five satellite operations and a total of 500 personnel and 200+ vehicles serving 470,000 residences and 5000+ commercial and industrial accounts.
- Directed a \$70 million operation, with responsibility for profitability as well as administrative and financial structure and accountability; allocation of assets; financial projections and results; and other financial matters detailed previously for an operation providing a full array of environmental services, from industrial waste transportation and disposal to hospital and commercial waste collection and transportation to street sweeping services and disposal of municipal waste to leasing of modular offshore buildings.
- Structured five-year profit enhancement plan establishing goals for commercial revenue growth, price increases, incentive-based productivity improvement (focus on target marketing and productivity increases), long-term fixed vendor pricing, and requirements for R.O.I. analysis on capital purchases, minimum return requirements, and conversion to incentive-based compensation to limit annual wage increases.
- Oversaw sales and marketing efforts as well as daily operations and equipment maintenance; approved marketing plans; formulated and approved major bids/requests for proposals. Formulated and approved contract operating plans, acquisitions and mergers. Hired and worked closely with department managers to develop budgets and identify areas of potential cost savings. Purchased capital equipment. Negotiated favorable vendor pricing, maintenance labor agreements and contracts.
- Taught seminars; conducted workout team training and Effective Supervision training (beginning and advanced) for supervisors and managers in two states. Served as facilitator for company-wide leadership development training.
- Participated in grievance hearings and occasional arbitration hearings.

## Agenda Item 9A

- Established and maintained strong and lasting community, political, media and Teamster relationships. Initiated and authorized political activities and contributions. Lobbied state legislature on transportation and environmental issues; state and local officials to obtain municipal contracts. Participated in numerous public hearings statewide. Represented company before other public bodies and at political functions.

### **Waste Management, Inc. - Commercial/Residential, New Orleans & St. Tammany Divisions - New Orleans, Louisiana**

*General Manager* - February 1989-July 1995

*Assistant General Manager* - March 1988-February 1989

### **Waste Management, Inc. - Acadiana - Lafayette, Louisiana**

*Manager of Special Projects* - January 1987-March 1988

*Sales Manager* - September 1985-January 1987

### **Camel Industries - Lafayette, Louisiana**

*Co-founder/Manager* - December 1980-September 1985

- Co-founded this commercial environmental services company. Built operation from its inception to \$3 million in annual sales volume before its 1985 sale to Waste Management.

**Emergency Management Institute**



**FEMA**

This Certificate of Achievement is to acknowledge that

**THOMAS M STAFFORD**

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

**IS 0005.a**  
An Introduction to Hazardous Materials

Issued the 4th Day of August, 2017




U.S. E-LEARNING

**Emergency Management Institute**



**FEMA**

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**THOMAS M STAFFORD**

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

**IS 00011.a**  
Animals in Disasters: Community Planning

Issued the 10th Day of August, 2017




U.S. E-LEARNING

**Emergency Management Institute**



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**THOMAS M STAFFORD**

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

**IS 00033.17**  
FEMA Initial Ethics Orientation 2017

Issued the 21st Day of February, 2017




U.S. E-LEARNING

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has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

**IS 00035.17**  
FEMA Safety Orientation 2017

Issued the 21st Day of February, 2017




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**IS 00100.pwb**  
Introduction to the Incident Command System (ICS 100) for Public Works

Issued the 19th Day of June, 2017




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**IS 00106.17**  
Workplace Violence Awareness Training 2017

Issued the 11th Day of July, 2017




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**IS 00200.b**  
ICS for Single Resources and Initial Action Incident, ICS 200

Issued the 11th Day of July, 2017




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**IS 00315**  
CERT Supplemental Training: The Incident Command System

Issued the 13th Day of July, 2017




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**IS 00317**  
Introduction to CERT

Issued the 11th Day of July, 2017




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has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

**IS 00516.a**  
Continuity of Operations (COOP) Awareness Course

Issued the 11th Day of July, 2017




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**THOMAS M STAFFORD**

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

**IS 00517.a**  
Introduction to Continuity of Operations

Issued the 11th Day of July, 2017




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has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

**IS 00600**  
Introduction to Public-Private Partnerships

Issued the 28th Day of August, 2017




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**Emergency Management Institute**



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**IS 00700.a**  
National Incident Management System (NIMS) An Introduction

Issued the 14th Day of January, 2014




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**IS 00702.a**  
NIMS Public Information Systems

Issued the 11th Day of August, 2017




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**Emergency Management Institute**



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**IS 00706**  
NIMS Intrastate Mutual Aid an Introduction

Issued the 10th Day of August, 2017




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**Emergency Management Institute**



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This Certificate of Achievement is to acknowledge that

**THOMAS M STAFFORD**

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

**IS 00775**  
EOC Management and Operations

Issued this 12th Day of August, 2017




THOMAS M STAFFORD  
Supervisor  
Risk (Emergency Management Center)

**Emergency Management Institute**



**FEMA**

This Certificate of Achievement is to acknowledge that

**THOMAS M STAFFORD**

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

**IS 00800.b**  
National Response Framework, An Introduction

Issued this 3rd Day of August, 2017




THOMAS M STAFFORD  
Supervisor  
Risk (Emergency Management Center)

**Emergency Management Institute**



**FEMA**

This Certificate of Achievement is to acknowledge that

**THOMAS M STAFFORD**

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

**IS 00801**  
Emergency Support Function (ESF) #1  
Transportation

Issued this 15th Day of August, 2017




THOMAS M STAFFORD  
Supervisor  
Risk (Emergency Management Center)

**Emergency Management Institute**



**FEMA**

This Certificate of Achievement is to acknowledge that

**THOMAS M STAFFORD**

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

**IS 00802**  
Emergency Support Function (ESF) #2  
Communications

Issued this 15th Day of August, 2017




THOMAS M STAFFORD  
Supervisor  
Risk (Emergency Management Center)

**Emergency Management Institute**



**FEMA**

This Certificate of Achievement is to acknowledge that

**THOMAS M STAFFORD**

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

**IS 00803**  
Emergency Support Function (ESF) #3  
Public Works and Engineering

Issued this 15th Day of August, 2017




THOMAS M STAFFORD  
Supervisor  
Risk (Emergency Management Center)

**Emergency Management Institute**



**FEMA**

This Certificate of Achievement is to acknowledge that

**THOMAS M STAFFORD**

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

**IS 00805**  
Emergency Support Function (ESF) #6  
Mass Care, Emergency Assistance, Housing, Human Services

Issued this 28th Day of August, 2017




THOMAS M STAFFORD  
Supervisor  
Risk (Emergency Management Center)

**Emergency Management Institute**



**FEMA**

This Certificate of Achievement is to acknowledge that

**THOMAS M STAFFORD**

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

**IS 00906**  
Basic Workplace Security Awareness

Issued this 12th Day of July, 2017




THOMAS M STAFFORD  
Supervisor  
Risk (Emergency Management Center)

**Emergency Management Institute**



**FEMA**

This Certificate of Achievement is to acknowledge that

**THOMAS M STAFFORD**

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

**IS 00907**  
Active Shooters: What You Can Do

Issued this 12th Day of July, 2017




THOMAS M STAFFORD  
Supervisor  
Risk (Emergency Management Center)

**Emergency Management Institute**



**FEMA**

This Certificate of Achievement is to acknowledge that

**THOMAS M STAFFORD**

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

**IS 02900**  
National Disaster Recovery  
Framework (NDRF) Overview

Issued this 12th Day of July, 2017




THOMAS M STAFFORD  
Supervisor  
Risk (Emergency Management Center)

**CERTIFICATE OF TRAINING**

Presented to

**Mark Stafford**

Supervisor of Emergency Management by ORMA

**HAZWOPER REFRESHER**





12-03-17-18

Presented by Alpha-Omega Environmental, Inc.  
D/B/A/ Rodgers & Associates

5541-329-6428

Instructor: **Andrew H. Rodgers Ph.D., CEH**  
Director of Emergency Management Training

COURSE END DATE: 09/27/18  
REFRESHER DATE: 09/27/18



## KRISTY FUENTES

### VICE PRESIDENT OF COMPLIANCE AND ADMINISTRATION

110 Veterans Boulevard, Suite 515 • Metairie, LA 70005

(888) 721-4372 · [Kfuentes@drcusa.com](mailto:Kfuentes@drcusa.com)



#### INTRODUCTION

Kristy Fuentes is the Vice President of Compliance and Administration for DRC Emergency Services, LLC (DRC ES) and Chief Ethics & Compliance Officer. Previously, Ms. Fuentes was Director of Business Development, leading the marketing, sales and communications functions. Since joining DRC in 2005, Ms. Fuentes has provided assistance to clients in planning, program management, disaster response, demolition contracting and regulatory compliance. Following Hurricane Katrina, Ms. Fuentes managed expansive projects for the Orleans Levee Board, St. Bernard Parish and the United States Corps of Engineers. Ms. Fuentes has served as program manager for four contracts with the Louisiana Department of Environmental Quality, including the “Katrina Car and Vessel” contract and three massive demolition projects in the City of New Orleans. Following Hurricane Gustav, Ms. Fuentes managed nine major disaster-response contracts across southern Louisiana with a cumulative contract value of over thirty million dollars. In response to the BP MC 232 oil spill, Ms. Fuentes played a key role in the clean-up of lower Jefferson, Terrebonne and Plaquemines Parishes through the employment and management of hundreds of local residents and vessels. Since November 2013, Ms. Fuentes has implemented changes and improvements to the methods and procedures for contract, licensing and pre-qualification processes, ensuring contractor compliance with Federal and State regulations.

#### EDUCATION

**University of New Orleans** - New Orleans, Louisiana

*Marketing* - 1993

**Southeastern Louisiana University** - Hammond, Louisiana

*Marketing* - 1992-1993

#### PROMINENT CERTIFICATIONS

Hazardous Waste Operations & Emergency Response - Initial

- FEMA IS-100.b Introduction to Incident Command System, ICS-100
- FEMA IS-100.pwb Introduction to the Incident Command System
- FEMA IS-632.a Introduction to Debris Operations
- FEMA IS-633 Debris Management Plan Development
- FEMA IS-634 Introduction to FEMA’s Public Assistance Program
- FEMA IS-700 National Incident Management System (NIMS), An Introduction
- FEMA IS-702.a NIMS Public Information Systems

#### OTHER CERTIFICATIONS

- |                |               |               |              |
|----------------|---------------|---------------|--------------|
| FEMA IS-5.a    | FEMA IS-200.b | FEMA IS-453   | FEMA IS-802  |
| FEMA IS-10.a   | FEMA IS-201   | FEMA IS-546.a | FEMA IS-803  |
| FEMA IS-11.a   | FEMA IS-241.b | FEMA IS-547.a | FEMA IS-804  |
| FEMA IS-29     | FEMA IS-244.b | FEMA IS-706   | FEMA IS-906  |
| FEMA IS-37.17  | FEMA IS-315   | FEMA IS-775   | FEMA IS-907  |
| FEMA IS-42     | FEMA IS-317   | FEMA IS-800.b | FEMA IS-909  |
| FEMA IS-106.17 | FEMA IS-324.a | FEMA IS-801   | FEMA IS-2900 |

# Agenda Item 9A

## NOTABLE PROJECTS

Hurricane Maria - 2017  
Hurricane Irma - 2017  
Hurricane Harvey - 2017  
Hurricane Matthew - 2016  
Louisiana Severe Storms and Flooding (DR-4277) - 2016  
Winter Storm Jonas - 2015  
Houston, TX Flood - 2015  
Winter Storm Pax - 2014  
Midwestern Tornado Outbreak - 2013  
Super Storm Sandy - 2012

Hurricane Isaac - 2012  
Hurricane Irene - 2011  
BP Oil Spill - 2010  
Hurricane Gustav - 2008  
Hurricane Ike - 2008  
Hurricane Wilma - 2006  
Hurricane Rita - 2005  
Hurricane Ophelia - 2005  
Hurricane Katrina - 2005  
Hurricane Dennis - 2005

## EXPERIENCE

### **DRC Emergency Services, LLC - New Orleans, Louisiana**

#### ***Chief Executive Compliance Officer - October 2014-present***

- Overall day-to-day responsibility for directing the DRC ES ethics, business conduct and government contracting compliance programs ("Programs"). Ensure that all executives and employees have ethics training on an annual basis and that the Code provides compliance guidance appropriate to the size and nature of DRC ES business.

#### ***Vice President of Business Development - 2013-present***

- Management of DRC's marketing, sales and communications functions, providing client relations and assistance in the areas of planning, program management, disaster response, demolition contracting and regulatory compliance

#### ***Regional Manager - 2005-2013***

- Management and oversight for all Louisiana projects since 2005, including Hurricanes Katrina, Gustav, Ike and Isaac recovery with state and local agency contracts.
- Specialty project management including "Katrina Vehicle and Vessel" recovery in the State of Louisiana for the Department of Environmental Quality, South Shore Harbor Vessel Removal, debris removal, marine debris removal and demolition programs in four parishes, including asbestos removal
- Managed contract and government relations in major disasters throughout the United States including but not limited to the Alabama tornados, Hurricane Irene in Maryland and New York, Hurricane Sandy, Ice Storm recovery in North and South Carolina
- Coordination of multi-million-dollar shipment of all necessary materials and supplies to Haiti to erect a 350-man workforce housing facility in support of a US State Department work camp

### **Lash Homes, Inc. - Chalmette, Louisiana**

#### ***Project Management - 1998-2004***

- Managed material, machinery and people for construction projects throughout New Orleans
- Ensured the safety of the employees
- Responsible for timely completion of projects

### **Casey, Babin and Casey - New Orleans, Louisiana**

#### ***Real Estate Closing Coordinator - 1998-2004***

- Arranged and managed documents for the legal proceedings containing real estate transactions
- Scheduled and orchestrated multiple real estate transactions daily

**Emergency Management Institute**



**FEMA**

This Certificate of Achievement is to acknowledge that

**KRISTY R FUJNTIS**

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

**IS 0005.a**  
An Introduction to Hazardous Materials

*Issued this 26th Day of August, 2017*



13.00 (R) (R)

**Emergency Management Institute**



**FEMA**

This Certificate of Achievement is to acknowledge that

**KRISTY R FUJNTIS**

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

**IS 00010.a**  
Animals in Disaster: Awareness and Preparedness

*Issued this 26th Day of August, 2017*



13.00 (R) (R)

**Emergency Management Institute**



**FEMA**

This Certificate of Achievement is to acknowledge that

**KRISTY R FUJNTIS**

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

**IS 00011.a**  
Animals in Disasters: Community Planning

*Issued this 26th Day of August, 2017*



13.00 (R) (R)

**Emergency Management Institute**



**FEMA**

This Certificate of Achievement is to acknowledge that

**KRISTY R FUJNTIS**

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

**IS 00029**  
Public Information Officer Awareness

*Issued this 15th Day of July, 2017*



13.00 (R) (R)

**Emergency Management Institute**



**FEMA**

This Certificate of Achievement is to acknowledge that

**KRISTY R FUJNTIS**

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

**IS 00037.17**  
Managerial Safety and Health

*Issued this 25th Day of September, 2017*



13.00 (R) (R)

**Emergency Management Institute**



**FEMA**

This Certificate of Achievement is to acknowledge that

**KRISTY R FUJNTIS**

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

**IS 00042**  
Social Media in Emergency Management

*Issued this 26th Day of August, 2017*



13.00 (R) (R)

**Emergency Management Institute**



**FEMA**

This Certificate of Achievement is to acknowledge that

**KRISTY R FUJNTIS**

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

**IS 00100.b**  
Introduction to Incident Command System  
ICS 100

*Issued this 26th Day of June, 2017*



13.00 (R) (R)

**Emergency Management Institute**



**FEMA**

This Certificate of Achievement is to acknowledge that

**KRISTY L FUJNTIS**

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

**IS 00100**  
Introduction to the Incident Command System.  
ICS 100

*Issued this 17th Day of January, 2016*



13.00 (R) (R)

**Emergency Management Institute**



**FEMA**

This Certificate of Achievement is to acknowledge that

**KRISTY FUJNTIS**

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

**IS 00100.pwb**  
Introduction to the Incident Command System  
(ICS 100) for Public Works

*Issued this 26th Day of June, 2017*



13.00 (R) (R)

**Emergency Management Institute**



**FEMA**

This Certificate of Achievement is to acknowledge that

**KRISTY R FUJNTIS**

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

**IS 00106.17**  
Workplace Violence Awareness Training 2017

*Issued this 26th Day of June, 2017*



13.00 (R) (R)

**Emergency Management Institute**



**FEMA**

This Certificate of Achievement is to acknowledge that

**KRISTY R FUJNTIS**

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

**IS 00200.5**  
ICS for Single Resources and  
Initial Action Incident, ICS 200

*Issued this 26th Day of June, 2017*



13.00 (R) (R)

**Emergency Management Institute**



**FEMA**

This Certificate of Achievement is to acknowledge that

**KRISTY R FUJNTIS**

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

**IS 00201**  
Forum Used for the Development  
of the Incident Action Plan

*Issued this 16th Day of July, 2017*



13.00 (R) (R)

**Emergency Management Institute**



**FEMA**

This Certificate of Achievement is to acknowledge that

**KRISTY R FUJNTIS**

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

**IS 00241.b**  
Decision Making and Problem Solving

*Issued this 26th Day of August, 2017*



13.00 (R) (R)

**Emergency Management Institute**



**FEMA**

This Certificate of Achievement is to acknowledge that

**KRISTY R FUJNTIS**

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

**IS 00244.b**  
Developing and Managing Volunteers

*Issued this 17th Day of August, 2017*



13.00 (R) (R)

**Emergency Management Institute**



**FEMA**

This Certificate of Achievement is to acknowledge that

**KRISTY R FUJNTIS**

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

**IS 00315**  
CERT Supplemental Training:  
The Incident Command System

*Issued this 26th Day of June, 2017*



13.00 (R) (R)



**Emergency Management Institute**



**FEMA**

This Certificate of Achievement is to acknowledge that

**KRISTY R FUJNTIS**

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

**IS-00317**  
Introduction to CERT

*Issued this 26th Day of July, 2017*




2017-07-26

**Emergency Management Institute**



**FEMA**

This Certificate of Achievement is to acknowledge that

**KRISTY R FUJNTIS**

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

**IS-0024a**  
Community Hurricane Preparedness

*Issued this 26th Day of August, 2017*




2017-08-26

**Emergency Management Institute**



**FEMA**

This Certificate of Achievement is to acknowledge that

**KRISTY R FUJNTIS**

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

**IS-00453**  
Introduction to Homeland Security Planning

*Issued this 16 Day of July, 2017*




2017-07-16

**Emergency Management Institute**



**FEMA**

This Certificate of Achievement is to acknowledge that

**KRISTY R FUJNTIS**

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

**IS-00546a**  
Continuity of Operations (COOP) Awareness Course

*Issued this 13th Day of July, 2017*




2017-07-13

**Emergency Management Institute**



**FEMA**

This Certificate of Achievement is to acknowledge that

**KRISTY R FUJNTIS**

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

**IS-00547a**  
Introduction to Continuity of Operations

*Issued this 13th Day of July, 2017*




2017-07-13

**Emergency Management Institute**



**FEMA**

This Certificate of Achievement is to acknowledge that

**KRISTY R FUJNTIS**

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

**IS-00632a**  
Introduction to Debris Operations

*Issued this 26th Day of July, 2017*




2017-07-26

**Emergency Management Institute**



**FEMA**

This Certificate of Achievement is to acknowledge that

**KRISTY R FUJNTIS**

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

**IS-00633**  
Debris Management Plan Development

*Issued this 05 Day of July, 2017*




2017-07-05

**Emergency Management Institute**



**FEMA**

This Certificate of Achievement is to acknowledge that

**KRISTY R FUJNTIS**

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

**IS-00634**  
Introduction to FEMA's Public Assistance Program

*Issued this 27th Day of August, 2017*




2017-08-27

**Emergency Management Institute**



**FEMA**

This Certificate of Achievement is to acknowledge that

**KRISTY I. FUJNTIS**

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

**IS-00700**  
National Incident Management System (NIMS), An Introduction

*Issued this 17th Day of August, 2016*




2016-08-17

**Emergency Management Institute**



**FEMA**

This Certificate of Achievement is to acknowledge that

**KRISTY R FUJNTIS**

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

**IS-00702a**  
NIMS Public Information Systems

*Issued this 24th Day of August, 2017*




2017-08-24

**Emergency Management Institute**



**FEMA**

This Certificate of Achievement is to acknowledge that

**KRISTY R FUJNTIS**

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

**IS-00706**  
NIMS Intrastate Mutual Aid an Introduction

*Issued this 22nd Day of August, 2017*




2017-08-22

**Emergency Management Institute**



**FEMA**

This Certificate of Achievement is to acknowledge that

**KRISTY R FUJNTIS**

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

**IS-00775**  
EOC Management and Operations

*Issued this 15th Day of August, 2017*




2017-08-15

**Emergency Management Institute**



**FEMA**

This Certificate of Achievement is to acknowledge that

**KRISTY R FUJNTIS**

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

**IS-00800b**  
National Response Framework, An Introduction

*Issued this 17th Day of August, 2017*




2017-08-17

**Emergency Management Institute**



**FEMA**

This Certificate of Achievement is to acknowledge that

**KRISTY R FUJNTIS**

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

**IS-00801**  
Emergency Support Function (ESF) #1 Transportation

*Issued this 17th Day of August, 2017*




2017-08-17

**Emergency Management Institute**



**FEMA**

This Certificate of Achievement is to acknowledge that

**KRISTY R FUJNTIS**

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

**IS-00802**  
Emergency Support Function (ESF) #2 Communications

*Issued this 16th Day of August, 2017*




2017-08-16



**Emergency Management Institute**



**FEMA**

This Certificate of Achievement is to acknowledge that

**KRISTY R FUENTES**  
has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00803  
Emergency Support Function (ESF) #3  
Public Works and Engineering  
*Issued this 21st Day of August, 2017.*




01/30/18

**Emergency Management Institute**



**FEMA**

This Certificate of Achievement is to acknowledge that

**KRISTY R FUENTES**  
has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00804  
Emergency Support Function (ESF) #4  
Firefighting  
*Issued this 21st Day of August, 2017.*




01/30/18

**Emergency Management Institute**



**FEMA**

This Certificate of Achievement is to acknowledge that

**KRISTY R FUENTES**  
has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00806  
Basic Workplace Security Awareness  
*Issued this 21st Day of August, 2017.*




01/30/18

**Emergency Management Institute**



**FEMA**

This Certificate of Achievement is to acknowledge that

**KRISTY R FUENTES**  
has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00907  
Active Shooter: What You Can Do  
*Issued this 21st Day of August, 2017.*




01/30/18

**Emergency Management Institute**



**FEMA**

This Certificate of Achievement is to acknowledge that

**KRISTY R FUENTES**  
has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00908  
Community Preparedness  
Implementing Simple Activities for Everyone  
*Issued this 21st Day of August, 2017.*




01/30/18

**Emergency Management Institute**



**FEMA**

This Certificate of Achievement is to acknowledge that

**KRISTY R FUENTES**  
has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-02900  
National Disaster Recovery  
Framework (NDRF) Overview  
*Issued this 21st Day of August, 2017.*




02/01/18



**CERTIFICATE OF TRAINING**

Presented to  
**Kristy Fuentes**  
for completion of training presented by OMBIA  
FOR  
**HAZWOPER REFRESHER**  
N/A/04/05

Presented by Alpha-Omega Environmental, Inc.  
D/B/A/Rodgers & Associates  
(504) 329-4428

Instructor: *[Signature]*  
Andrew J. Rodgers, Ph.D., CEM  
Flood without regard of Training Session

COURSE INID DATE: 08/15/17  
EXPIRES DATE: 08/15/18



## **JOE NEWMAN**

### **VICE PRESIDENT OF OPERATIONS**

110 Veterans Boulevard, Suite 515 • Metairie, LA 70005

(888) 721-4372 • [jnewman@drcusa.com](mailto:jnewman@drcusa.com)

### **INTRODUCTION**

With more than 12 years of experience in overseeing large-scale construction and disaster-related debris management projects, Mr. Newman has managed teams over multiple disasters including Hurricanes Isabel, Dennis, Katrina and Ike. In 2008, Mr. Newman responded to the devastation in Galveston following Hurricane Ike and as a Program Manager, he oversaw the collection, processing and recycling/disposal of over 1 million cubic yards of debris. He has been involved in projects in various capacities, including heavy equipment operation, planning and coordination of construction process, securing permits and licenses, delivery of materials and equipment, FEMA compliance, coordinating and operating with municipality officials, and estimating for contracts. In May of 2015, Mr. Newman responded to the historic floods meeting the needs of Texas Department of Transportation and the Houston Solid Waste Department. He was tasked with tracking all debris operations

### **EDUCATION**

**Highschool Diploma**

### **PROMINENT CERTIFICATIONS**

Hazardous Waste Operations & Emergency Response – Initial  
FEMA IS-100.b Introduction to Incident Command System, ICS-100  
FEMA IS-00632.a Introduction to Debris Operations  
FEMA IS-702.a NIMS Public Information Systems

### **OTHER CERTIFICATIONS**

FEMA IS-33.17  
FEMA IS-35.17  
FEMA IS-100.pwb  
FEMA IS-2900

### **NOTABLE PROJECTS**

Hurricane Maria – 2017  
Hurricane Irma – 2017  
Hurricane Harvey – 2017  
Hurricane Matthew -2016  
Louisiana Severe Storms and Flooding (DR-4277) – 2016  
Houston, TX Flood -2015  
Tornado Outbreak – 2011  
Hurricane Gustav – 2008  
Missouri Ice Storm – 2007  
New York Ice Storm – 2006  
Hurricane Katrina – 2005  
Hurricane Dennis – 2005

### **EXPERIENCE**

**DRC Emergency Services, LLC – New Orleans, Louisiana**  
*Vice President of Operations – March 2017 – Present*  
*Program Manager – 2003 – March 2017*

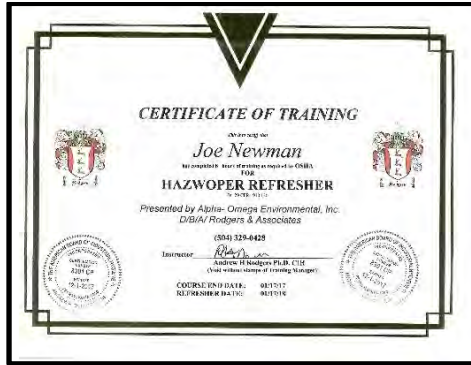
- On-ground execution of projects
- Crew oversight
- Schedule adherence
- Resource utilization

- Qualify/safety and regulatory compliance

## **United States Army**

### ***Army Ranger - 1995-2000***

- Ranger Indoctrination Program (RIP)
- Primary Leadership Development Course (PLDC)
- Airborne School





## JAY GUNTER

### REGIONAL MANAGER

7578 15th Lane, Vero Beach, Florida, 32966

(386) 507-1011 [jgunter@drcusa.com](mailto:jgunter@drcusa.com)



### INTRODUCTION

Mr. Gunter comes to DRC with 35 years in the solid waste business. Jay started throwing trash on the back of a garbage truck in 1983 and has operated every type of waste and/or hauling truck imaginable. He rose through the ranks at BFI becoming a Sales Rep and President's Club member in 1989; in 1990 as an Operations Manager he became a member of Chairman's Club. During his long career in the waste industry, Jay has held almost every position. He was landfill and transfer station certified through the Solid Waste Association of North America. He was also certified as HAZWOPER through the University of South Florida and has served as an incident commander through several hazardous waste events. As a previous Solid Waste Superintendent with Lake County, Florida, Jay has been through the 200, 300 and 400 series for Municipal emergency management and understands that side of a disastrous event as well. His disaster experience includes coordination or clean up after Hurricanes Hugo, Andrew, Alberto and Mitch as well as many other flood and tornado events.

### EDUCATION

**Crandall Junior College - Macon, Georgia**

*Computer Science - 1984*

**University of South Florida - Tampa, Florida**

*HAZWOPER - 2012*

### PROMINENT CERTIFICATIONS

Hazardous Waste Operations & Emergency Response - 40 hr.

Solid Waste Association of North America - Manager of Landfill Operations

Solid Waste Association of North America - Transfer Station Operations certification

Smith System Defensive driving 5 keys - Trainer certification

# Agenda Item 9A

## NOTABLE PROJECTS

Louisiana Severe Storms and Flooding (DR-4277) - 2016

Hurricane Charley - 2004

Hurricane Jeanne - 2004

Hurricane Frances - 2004

Hurricane Mitch - 1998

Hurricane Alberto - 1994

Georgia Floods from Alberto - 1994

Hurricane Andrew - 1992

Hurricane Hugo - 1989

## EXPERIENCE

**DRC Emergency Services, LLC - Vero Beach, Florida**

*Regional Manager, South Florida - April 2018-present*

- Overall day-to-day responsibility for managing all client customer needs including contracts, maintenance, training and planning for disaster events.

**Waste Connections - South Louisiana**

*District Manager, New Orleans, Louisiana - 2016-2018*

- Managed Day to day operations, sales, maintenance, accounting and marketing responsibility for Southeast Louisiana Collections companies including post collection duties.
- Responsible for Jefferson Parish Landfill and Marrero Recycling plant.
- **Improved margin by 50% in the New Orleans District, reduced safety incident rates by 62% resulting in being recognized as 'Servant Leader of the Year' for the South region of Waste Connections**

*District Manager, Houma, Louisiana - 2015-2016*

- Managed Day to day operations, sales, maintenance, accounting and marketing responsibility for Southeast Louisiana Collections companies including post collection duties.
- Responsible for Larose Transfer station.
- **Improved margin by 65% in the Houma District, reduced safety incident rates by 86% resulting in named the most improved hauling company.**

**Lake County, Florida**

*Solid Waste Superintendent - 2011-2014*

- Direction of all Solid Waste services for Lake County including management of 3 operating Class 1 landfills, 1 operating Class III landfill, 3 closed landfills and 5 convenience drop off centers within the county.
- Daily oversight of operations of Covanta Waste to Energy plant in Lake County.
- Completing first 2 years with operating costs under budget by over 800k
- Successfully closed Astatula landfill within 99.98% of permitted air-space.





## SAM DANCER

### PROJECT MANAGER

110 Veterans Boulevard, Suite 515 • Metairie, LA 70005

(888) 721-4372 • [Sdancer@drcusa.com](mailto:Sdancer@drcusa.com)



### INTRODUCTION

After more than a decade in the military and law enforcement, Mr. Dancer became a Field Supervisor and Project Manager, handling contracts involving clean-up following Hurricanes Gustav and Ike; City of Fayetteville, AR ice storm; City of Nashville, Tennessee flooding; BP Oil Spill; and the Port au Prince, Haiti earthquake. Most recently, his projects have included St. Louis County and the City of Bridgeton, MO, tornado debris removal; Tuscaloosa, AL (ALDOT) residential demolition of tornado-damaged residences; Terrebonne Parish, LA, St. Louis Bayou Cleanout project; and the City of New Orleans, LA, Strategic Demolition for Economic Recovery project.

### EDUCATION

**Southeastern Louisiana University** – Hammond, LA

*Computer Science – Fall 1980, Fall 1981, Spring 1982*

### PROMINENT CERTIFICATIONS

Hazardous Waste Operations & Emergency Response – Initial

- FEMA IS-100.b Introduction to Incident Command System, ICS-100
- FEMA IS-100.pwb Introduction to the Incident Command System
- FEMA IS-632.a Introduction to Debris Operations
- FEMA IS-633 Debris Management Plan Development
- FEMA IS-634 Introduction to FEMA’s Public Assistance Program
- FEMA IS-700 National Incident Management System (NIMS), An Introduction
- FEMA IS-702.a NIMS Public Information Systems

### OTHER CERTIFICATIONS

- |                 |                 |               |               |              |          |
|-----------------|-----------------|---------------|---------------|--------------|----------|
| FEMA IS-3       | FEMA IS-100.fwa | FEMA IS-317   | FEMA IS-706   | FEMA IS-812  | OSHA-150 |
| FEMA IS-5.a     | FEMA IS-100.hcb | FEMA IS-324.a | FEMA IS-775   | FEMA IS-813  | OSHA-151 |
| FEMA IS-10.a    | FEMA IS-100.he  | FEMA IS-325   | FEMA IS-800.b | FEMA IS-906  | OSHA-152 |
| FEMA IS-11.a    | FEMA IS-100.leb | FEMA IS-394.a | FEMA IS-801   | FEMA IS-907  | OSHA-602 |
| FEMA IS-29      | FEMA IS-106.17  | FEMA IS-405   | FEMA IS-802   | FEMA IS-909  | OSHA-603 |
| FEMA IS-33.17   | FEMA IS-200.b   | FEMA IS-420   | FEMA IS-803   | FEMA IS-912  | OSHA-605 |
| FEMA IS-36      | FEMA IS-200.hca | FEMA IS-421   | FEMA IS-804   | FEMA IS-914  | OSHA-612 |
| FEMA IS-37.17   | FEMA IS-201     | FEMA IS-453   | FEMA IS-807   | FEMA IS-1150 | OSHA-700 |
| FEMA IS-42      | FEMA IS-230.d   | FEMA IS-546.a | FEMA IS-807   | FEMA IS-2900 | OSHA-815 |
| FEMA IS-60.b    | FEMA IS-241.b   | FEMA IS-547.a | FEMA IS-809   | OSHA-105     | OSHA-852 |
| FEMA IS-75      | FEMA IS-244.b   | FEMA IS-660   | FEMA IS-810   | OSHA-115     |          |
| FEMA IS-100.fda | FEMA IS-315     | FEMA IS-703.a | FEMA IS-811   |              |          |

### NOTABLE PROJECTS

- |   |                                    |
|---|------------------------------------|
| Hurricane Irma – 2017                                 | Winter Storm Pax – 2014            |
| Hurricane Harvey – 2017                               | Midwestern Tornado Outbreak – 2013 |
| Louisiana Severe Storms and Flooding (DR-4277) – 2016 | Super Storm Sandy – 2012           |
| Houston, TX Flood -2015                               | Hurricane Isaac – 2012             |



Hurricane Irene – 2011  
BP Oil Spill – 2010  
Hurricane Gustav – 2008

Hurricane Ike – 2008  
Hurricane Rita – 2005  
Hurricane Katrina – 2005

## EXPERIENCE

### **DRC Emergency Services LLC – New Orleans, Louisiana**

#### ***Project Manager – 2013 – Present***

- Manages all phases of assigned projects, ensuring contractual obligations are met and accountable for the personnel and equipment onsite. Projects include St. Louis County and the City of Bridgeton, MO, tornado debris removal; Tuscaloosa, AL (ALDOT) residential demolition of tornado-damaged residences; Terrebonne Parish, LA, St. Louis Bayou Cleanout project; City of New Orleans, LA, Strategic Demolition for Economic Recovery project.

### **The Country Club – New Orleans, Louisiana**

#### ***Security Supervisor – 2013***

- Maintained a safe environment for employees and patrons at a high-profile restaurant and nightclub; monitored activity via recorded digital CCTV and through live indoor and outdoor surveillance; ensured security staff members were properly trained in all methods of surveillance, guest service, non-violent crisis intervention and documentation of events.

### **Defcon 1–Pearl River, Louisiana**

#### ***Owner/Operator – 2012-2013***

- Managed all operations of a personally owned business which involved the retail sales of law enforcement and military apparel and equipment and provided contract security for private parties, events and VIP escort services.

### **Cahaba Disaster Recovery (acquired by DRC) – Mobile, Alabama**

#### ***Project Manager – 2008-2012***

- Directed all phases of disaster-related projects from contract activation to final closeout; coordinated mobilization of subcontractors and ensured crews in the field operated in accordance with OSHA and DEQ regulations; maintain effective communication with local governing bodies, FEMA, Army Corps of Engineers and monitoring firms. Recovery projects included areas impacted by Hurricanes Gustav and Ike; City of Fayetteville, AR ice storm; City of Nashville, Tennessee flooding; BP Oil Spill; and Port au Prince, Haiti earthquake

### **Bourbon Blues Company – New Orleans, Louisiana**

#### ***Security – 2008***

- Provided a safe environment for the employees and patrons by ensuring rules regarding the service of alcoholic beverages to patrons by the bar staff were followed; communicated effectively with NOPD in regard to serious incidents occurring at the bar and submitted written reports to law enforcement and management

### **Omni-Pinnacle Emergency Response – Slidell, Louisiana**

#### ***Field Supervisor – 2005-2008***

- Managed the day-to-day activities of crews and employees in the field, including operations involving tree cutting, debris removal, debris disposal, waterway clearing and residential and commercial demolition; ensured that FEMA, OSHA, DEQ and contractual obligations are met; project involvement included Hurricanes Katrina and Rita in unincorporated St. Tammany Parish, LA and Wilma in Indian River County, FL

### **Target Corporation (Mervyn's and Target) – Multiple Locations**

*Key Store Investigator, Field Assets Protection Team Leader, Executive Team Leader, Assets Protection - 1994-2005*

- Implemented company-directed safety and shortage plans as well as creating store-based plans in accordance with annual inventory results, local safety issues and theft trends; monitored and maintained overt and covert surveillance systems; initiated, investigated and resolved internal and external theft cases including organized theft and fraud; apprehended and interviewed individuals responsible for shortages; partnered with local, state and federal law enforcement agencies and communicated with other retailers; testified in court when necessary

**LAW ENFORCEMENT EXPERIENCE:**

**Pearl River Police Department (Reserve Division) - Pearl River, Louisiana**

*Officer - 1990-1996*

- Patrol the streets of Pearl River, protect citizens and their property while enforcing town, parish and state ordinances; participated in the initiation and resolution of investigations regarding the manufacturing transport, possession and distribution of controlled substances as a member of the Narcotics Task Force

**MILITARY EXPERIENCE:**

**Louisiana Army National Guard (Infantry) - Houma, Louisiana**

*Squad Leader - 1989-1991*

- Accountable for the proper training and the well-being of an eleven-person infantry squad; maintained combat readiness of the squad and all assigned weapons and equipment to ensure mission completion; unit was activated for Desert Storm

**United States Army (Infantry) - Multiple Locations**

*Senior Custodial Agent, Fire Team Leader/Track Commander - 1983-1986*

- Controlled entry of US and German personnel into the limited and exclusion areas of a remote nuclear missile site and provide tactical response in the event of a perimeter breach; ensured that the soldiers in the fire team were properly trained and all assigned equipment was maintained; participated in Bright Star, Egypt (1985)

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**IS 00033**  
Radiological Emergency Management

Issued this 15th Day of August, 2017



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Secretary  
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**IS 0005.a**  
An Introduction to Hazardous Materials

Issued this 28th Day of August, 2017



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**IS 0010.a**  
Animals in Disaster: Awareness and Preparedness

Issued this 15th Day of August, 2017



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**IS 00011.a**  
Animals in Disasters: Community Planning

Issued this 15th Day of August, 2017



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**IS 00029**  
Public Information Officer Awareness

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**IS 00033.17**  
FEMA Initial Ethics Orientation 2017

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**IS 00036**  
Multihazard Planning for Childcare

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**IS 00037.17**  
Managerial Safety and Health

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**IS 00042**  
Social Media in Emergency Management

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**IS 00060.b**  
The Homeland Security Geospatial Concept of Operations (GeoCONOPS) for Planners and Decision Makers

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**IS 00075**  
Military Resources in Emergency Management

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**IS-00100.a**  
Introduction to the Incident Command System, ICS 100

Issued this 31st Day of May, 2017



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**IS 00100.b**  
Introduction to Incident Command System, ICS 100

Issued this 29th Day of June, 2017



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**IS 00100.tda**  
Introduction to Incident Command System (ICS 100) for Food and Drug Administration

Issued this 29th Day of August, 2017



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**IS 00100.twa**  
Introduction to the Incident Command System, ICS 100 for Federal Workers

Issued this 29th Day of August, 2017



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**IS 00100.hch**  
Introduction to the Incident Command System (ICS 100) for Healthcare/Hospitals  
Issued this 20th Day of August, 2017



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**IS 00100.he**  
Introduction to the Incident Command System (ICS 100) for Higher Education  
Issued this 20th Day of August, 2017



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**IS 00100.lch**  
Introduction to the Incident Command System (ICS 100) for Law Enforcement  
Issued this 20th Day of August, 2017



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**IS 00100.pwh**  
Introduction to the Incident Command System (ICS 100) for Public Works  
Issued this 15th Day of June, 2017



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**IS 00100.sca**  
Introduction to the Incident Command System (ICS 100) for School  
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**IS 00106.17**  
Workplace Violence Awareness Training 2017  
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**IS 00200.a**  
ICS for Single Resources and Initial Action Incidents, ICS 200  
Issued this 16th Day of June, 2019



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**IS 00200.b**  
ICS for Single Resources and Initial Action Incidents, ICS 200  
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**IS 00200.lca**  
Applying ICS to Healthcare Organizations (ICS 200 for Health Care/Hospitals)  
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**IS 00201**  
Forms Used for the Development of the Incident Action Plan  
Issued this 11th Day of July, 2017



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**IS 00230.d**  
Fundamentals of Emergency Management  
Issued this 20th Day of July, 2017



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**IS 00241.b**  
Decision Making and Problem Solving  
Issued this 16th Day of July, 2017



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**IS 00244.b**  
Developing and Managing Volunteers  
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**IS 00315**  
CERT Supplemental Training: The Incident Command System  
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**IS 00317**  
Introduction to CERT  
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**IS 00324.a**  
Community Hurricane Preparedness

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Supervisor  
Emergency Management Institute

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**IS 00325**  
Earthquake Basics  
Science Risk and Mitigation

Issued this 24th Day of August, 2017



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**IS 00294.a**  
Protecting Your Home or  
Small Business from Disaster

Issued this 21st Day of July, 2017



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**IS 00405**  
Mass Care/Emergency Assistance Overview

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**IS 00420**  
Implementing the Emergency Food and Shelter  
National Board Program

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**IS 00421**  
Overview of the Emergency Food and Shelter  
National Board Program

Issued this 20th Day of June, 2017



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**IS 00452**  
Introduction to Homeland Security Planning

Issued this 05 Day of July, 2017



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**IS 00546.a**  
Continuity of Operations (COOP) Awareness Course

Issued this 11th Day of July, 2017



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**IS 00547.a**  
Introduction to Continuity of Operations

Issued this 11th Day of July, 2017



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**IS 00559**  
Local Damage Assessment

Issued this 23rd Day of April, 2018



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Emergency Management Institute

01A0323 CEJ

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**IS 00632.a**  
Introduction to Debris Operations

Issued this 19th Day of June, 2017



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Supervisor  
Emergency Management Institute

01A0323 CEJ

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**IS 00633**  
Debris Management Plan Development

Issued this 20th Day of June, 2017



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Emergency Management Institute

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**IS 00834**  
Introduction to FEMA's Public Assistance Program

Issued this 20 Day of August, 2017



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Supervisor  
Emergency Management Institute

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**IS 00860**  
Introduction to Public-Private Partnerships

Issued this 07th Day of August, 2017



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**IS 00708.a**  
National Incident Management System (NIMS)  
An Introduction

Issued this 5th Day of June, 2010



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Emergency Management Institute

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**IS 00702.a**  
NIMS Public Information Systems

Issued this 19th Day of August, 2017



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**IS 00703.a**  
NIMS Resource Management

Issued this 19th Day of August, 2017



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**IS 00706**  
NIMS Intrastate Mutual Aid  
an Introduction

Issued this 22nd Day of August, 2017



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has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

**IS 00775**  
EOC Management and Operations

Issued this 28th Day of August, 2017



Troy Frank  
Supervisor  
Emergency Management Institute

FACET

**Emergency Management Institute**



**FEMA**

This Certificate of Achievement is to acknowledge that

**SAM II DANCER**

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

**IS 00800.b**  
National Response Framework, An Introduction

Issued this 28th Day of August, 2017



Troy Frank  
Supervisor  
Emergency Management Institute

FACET

**Emergency Management Institute**



**FEMA**

This Certificate of Achievement is to acknowledge that

**SAM II DANCER**

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

**IS 00891**  
Emergency Support Function (ESF) #1  
Transportation

Issued this 28th Day of August, 2017



Troy Frank  
Supervisor  
Emergency Management Institute

FACET

**Emergency Management Institute**



**FEMA**

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**SAM II DANCER**

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

**IS 00802**  
Emergency Support Function (ESF) #2  
Communications

Issued this 28th Day of August, 2017



Troy Frank  
Supervisor  
Emergency Management Institute

FACET

**Emergency Management Institute**



**FEMA**

This Certificate of Achievement is to acknowledge that

**SAM II DANCER**

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

**IS 00803**  
Emergency Support Function (ESF) #3  
Public Works and Engineering

Issued this 28th Day of August, 2017



Troy Frank  
Supervisor  
Emergency Management Institute

FACET

**Emergency Management Institute**



**FEMA**

This Certificate of Achievement is to acknowledge that

**SAM II DANCER**

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

**IS 00894**  
Emergency Support Function (ESF) #4  
Firefighting

Issued this 28th Day of August, 2017



Troy Frank  
Supervisor  
Emergency Management Institute

FACET

**Emergency Management Institute**



**FEMA**

This Certificate of Achievement is to acknowledge that

**SAM II DANCER**

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

**IS 00807**  
Emergency Support Function (ESF) #7  
Logistics Management and Resource Support

Issued this 15th Day of August, 2017



Troy Frank  
Supervisor  
Emergency Management Institute

FACET

**Emergency Management Institute**



**FEMA**

This Certificate of Achievement is to acknowledge that

**SAM II DANCER**

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

**IS 00808**  
Emergency Support Function (ESF) #8  
Public Health and Medical Services

Issued this 15th Day of August, 2017



Troy Frank  
Supervisor  
Emergency Management Institute

FACET

**Emergency Management Institute**



**FEMA**

This Certificate of Achievement is to acknowledge that

**SAM II DANCER**

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

**IS 00809**  
Emergency Support Function (ESF) #9  
Search and Rescue

Issued this 15th Day of August, 2017



Troy Frank  
Supervisor  
Emergency Management Institute

FACET

**Emergency Management Institute**



**FEMA**

This Certificate of Achievement is to acknowledge that

**SAM II DANCER**

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

**IS 00810**  
Emergency Support Function (ESF) #10  
Oil and Hazardous Materials Response

Issued this 15th Day of August, 2017



Troy Frank  
Supervisor  
Emergency Management Institute

FACET

**Emergency Management Institute**



**FEMA**

This Certificate of Achievement is to acknowledge that

**SAM II DANCER**

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

**IS 00811**  
Emergency Support Function (ESF) #11  
Agriculture and Natural Resources

Issued this 15th Day of August, 2017



Troy Frank  
Supervisor  
Emergency Management Institute

FACET

**Emergency Management Institute**



**FEMA**

This Certificate of Achievement is to acknowledge that

**SAM II DANCER**

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

**IS 00812**  
Emergency Support Function (ESF) #12  
Energy

Issued this 15th Day of August, 2017



Troy Frank  
Supervisor  
Emergency Management Institute

FACET



**Emergency Management Institute**



**FEMA**

This Certificate of Achievement is to acknowledge that

**SAM H DANCER**

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS 00813  
Emergency Support Function (ESF) #13  
Public Safety and Security  
Issued the 16th Day of August, 2017



IS 00813  
ACET  
FACET/CEI

**Emergency Management Institute**



**FEMA**

This Certificate of Achievement is to acknowledge that

**SAM H DANCER**

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS 10906  
Basic Workplace Security Awareness  
Issued the 16th Day of June, 2017



IS 10906  
ACET  
FACET/CEI

**Emergency Management Institute**



**FEMA**

This Certificate of Achievement is to acknowledge that

**SAM H DANCER**

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-60907  
Active Shooter: What You Can Do  
Issued the 16th Day of June, 2017



IS-60907  
ACET  
FACET/CEI

**Emergency Management Institute**



**FEMA**

This Certificate of Achievement is to acknowledge that

**SAM H DANCER**

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS 00909  
Community Preparedness  
Implementing Simple Activities for Everyone  
Issued the 12th Day of June, 2017



IS 00909  
ACET  
FACET/CEI

**Emergency Management Institute**



**FEMA**

This Certificate of Achievement is to acknowledge that

**SAM H DANCER**

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS 00912  
Retail Security Awareness  
Understanding the Hidden Hazards  
Issued the 12th Day of June, 2017



IS 00912  
ACET  
FACET/CEI

**Emergency Management Institute**



**FEMA**

This Certificate of Achievement is to acknowledge that

**SAM DANCER**

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS 00914  
Surveillance Awareness: What You Can Do  
Issued the 12th Day of June, 2017



IS 00914  
ACET  
FACET/CEI

**Emergency Management Institute**



**FEMA**

This Certificate of Achievement is to acknowledge that

**SAM H DANCER**

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS 01150  
DHS Human Trafficking Awareness  
for FEMA Employees  
Issued the 15th Day of August, 2017



IS 01150  
ACET  
FACET/CEI

**Emergency Management Institute**



**FEMA**

This Certificate of Achievement is to acknowledge that

**SAM H DANCER**

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS 02900  
National Disaster Recovery  
Framework (NDRF) Overview  
Issued the 26th Day of June, 2017



IS 02900  
ACET  
FACET/CEI

**OSHAcademy**  
Occupational Safety & Health Training

Presented to:

**Sam Dancer**

Has successfully completed all assignments and final exam requirements for the following:

**Hazard Communication**  
Basic

Issued the 15th Day of August, 2017



115



**OSHAcademy**  
Occupational Safety & Health Training


Presented to:

**Sam Dancer**


Has successfully completed all assignments and final exam requirements for the following:

**Electrical Safety for Employees**  
Basic

Issued the 15th Day of August, 2017



115



**OSHAcademy**  
Occupational Safety & Health Training


Presented to:

**Sam Dancer**


Has successfully completed all assignments and final exam requirements for the following:

**Physical Health Hazards in Construction**

Issued the 15th Day of August, 2017



150



**OSHAcademy**  
Occupational Safety & Health Training


Presented to:

**Sam Dancer**

Has successfully completed all assignments and final exam requirements for the following:

**Biological Health Hazards in Construction**

Issued the 15th Day of August, 2017



151



**OSHAcademy**  
Occupational Safety & Health Training


Presented to:

**Sam Dancer**


Has successfully completed all assignments and final exam requirements for the following:

**Ergonomic Hazards in Construction**

Issued the 15th Day of August, 2017



152



**OSHAcademy**  
Occupational Safety & Health Training


Presented to:

**Sam Dancer**


Has successfully completed all assignments and final exam requirements for the following:

**Heat and Cold Stress Safety**

Issued the 15th Day of August, 2017



602



**OSHAcademy**  
Occupational Safety & Health Training


Presented to:

**Sam Dancer**


Has successfully completed all assignments and final exam requirements for the following:

**Stairway and Ladder Safety**

Issued the 15th Day of August, 2017



603




**OSHAcademy**  
Occupational Safety & Health Training

Presented by:  
**Sam Dancer**

This successfully completed all assignments and final exam requirements for the following  
OSHA Academy Occupational Safety & Health Course:

**Confined Space Safety**

THESE COURSES ARE HELD BY POLICE OFFICERS, FIRE FIGHTERS, AND OTHERS WHO ARE REQUIRED TO ENTER CONFINED SPACES. THESE COURSES ARE HELD BY POLICE OFFICERS, FIRE FIGHTERS, AND OTHERS WHO ARE REQUIRED TO ENTER CONFINED SPACES. THESE COURSES ARE HELD BY POLICE OFFICERS, FIRE FIGHTERS, AND OTHERS WHO ARE REQUIRED TO ENTER CONFINED SPACES.

*Sam Dancer*  
Date: 01/28/2019  
Time: 08:00 AM - 12:00 PM  
Course ID: 6015

ISHM NSMS

**OSHAcademy**  
Occupational Safety & Health Training

Presented by:  
**Sam Dancer**

This successfully completed all assignments and final exam requirements for the following  
OSHA Academy Occupational Safety & Health Course:

**Work Zone Traffic Safety**

THESE COURSES ARE HELD BY POLICE OFFICERS, FIRE FIGHTERS, AND OTHERS WHO ARE REQUIRED TO ENTER CONFINED SPACES. THESE COURSES ARE HELD BY POLICE OFFICERS, FIRE FIGHTERS, AND OTHERS WHO ARE REQUIRED TO ENTER CONFINED SPACES. THESE COURSES ARE HELD BY POLICE OFFICERS, FIRE FIGHTERS, AND OTHERS WHO ARE REQUIRED TO ENTER CONFINED SPACES.

*Sam Dancer*  
Date: 01/28/2019  
Time: 08:00 AM - 12:00 PM  
Course ID: 612

ISHM NSMS

**OSHAcademy**  
Occupational Safety & Health Training

Presented by:  
**Sam Dancer**

This successfully completed all assignments and final exam requirements for the following  
OSHA Academy Occupational Safety & Health Course:

**Introduction to Safety Management**

THESE COURSES ARE HELD BY POLICE OFFICERS, FIRE FIGHTERS, AND OTHERS WHO ARE REQUIRED TO ENTER CONFINED SPACES. THESE COURSES ARE HELD BY POLICE OFFICERS, FIRE FIGHTERS, AND OTHERS WHO ARE REQUIRED TO ENTER CONFINED SPACES. THESE COURSES ARE HELD BY POLICE OFFICERS, FIRE FIGHTERS, AND OTHERS WHO ARE REQUIRED TO ENTER CONFINED SPACES.

*Sam Dancer*  
Date: 01/28/2019  
Time: 08:00 AM - 12:00 PM  
Course ID: 700

ISHM NSMS

**OSHAcademy**  
Occupational Safety & Health Training

Presented by:  
**Sam Dancer**

This successfully completed all assignments and final exam requirements for the following  
OSHA Academy Occupational Safety & Health Course:

**Demolition Safety**

THESE COURSES ARE HELD BY POLICE OFFICERS, FIRE FIGHTERS, AND OTHERS WHO ARE REQUIRED TO ENTER CONFINED SPACES. THESE COURSES ARE HELD BY POLICE OFFICERS, FIRE FIGHTERS, AND OTHERS WHO ARE REQUIRED TO ENTER CONFINED SPACES. THESE COURSES ARE HELD BY POLICE OFFICERS, FIRE FIGHTERS, AND OTHERS WHO ARE REQUIRED TO ENTER CONFINED SPACES.

*Sam Dancer*  
Date: 01/28/2019  
Time: 08:00 AM - 12:00 PM  
Course ID: 815

ISHM NSMS

**CERTIFICATE OF TRAINING**

Presented by:  
**Sam Dancer**

Completed a course of training as required by OSHA  
**HAZWOPER REFRESHER**

Presented by Alpha Omega Environmental, Inc.  
D/B/A Rodgers & Associates

(564) 920-0428  
Instructor: *Adam*  
Andrew H Rodgers, P.E., C.E.H.  
(State of Michigan Registered Professional Engineer)

COURSE END DATE: 01/27/19  
REFRESHER DATE: 01/27/19



## LISA GARCIA WALSH

### CONTRACTS MANAGER

110 Veterans Boulevard, Suite 515 • Metairie, LA 70005

(888) 721-4372 • [Lgarcia@drcusa.com](mailto:Lgarcia@drcusa.com)



### INTRODUCTION

Ms. Garcia has overseen DRC's contracts since 2010, maintaining contractual records and documentation, such as receipt and control of all contract correspondence. She's also responsible for applying, renewing and activating general contractor licenses nationwide, and other authorizations and pre-qualifications. Projects on which she provided administrative assistance to the Chief Operating Officer, Regional Manager and several Project Managers include the BP Oil Spill Clean Up and Hurricane Isaac Recovery, as well as numerous demolition and DOT jobs. Prior to joining DRC, Ms. Garcia provided administrative assistance for emergency response projects involving FEMA protocol.

### EDUCATION

**Our Lady of Holy Cross College** - New Orleans, Louisiana

*Bachelor's Degree in Accounting - May 2015*

**Nunez Community College** - Chalmette, Louisiana

*Associates Degree in Business Technology - 2010*

### PROMINENT CERTIFICATIONS

Hazardous Waste Operations & Emergency Response - Initial

FEMA IS-100.b Introduction to Incident Command System, ICS-100

FEMA IS-100.pwb Introduction to the Incident Command System

FEMA IS-632.a Introduction to Debris Operations

FEMA IS-633 Debris Management Plan Development

FEMA IS-634 Introduction to FEMA's Public Assistance Program

FEMA IS-700 National Incident Management System (NIMS), An Introduction

FEMA IS-702.a NIMS Public Information Systems

### OTHER CERTIFICATIONS

FEMA IS-5.a

FEMA IS-201

FEMA IS-547.a

FEMA IS-803

FEMA IS-10.a

FEMA IS-244.b

FEMA IS-660

FEMA IS-806

FEMA IS-11.a

FEMA IS-315

FEMA IS-706

FEMA IS-906

FEMA IS-37.17

FEMA IS-317

FEMA IS-775

FEMA IS-907

FEMA IS-42

FEMA IS-324.a

FEMA IS-800.b

FEMA IS-909

FEMA IS-106.17

FEMA IS-453

FEMA IS-801

FEMA IS-2900

FEMA IS-200.b

FEMA IS-546.a

FEMA IS-802

### NOTABLE PROJECTS

Hurricane Maria - 2017

Hurricane Irma - 2017

Hurricane Harvey - 2017

Hurricane Matthew - 2016

Louisiana Severe Storms and Flooding (DR-4277) - 2016

Winter Storm Jonas - 2015

Houston, TX Flood - 2015

Winter Storm Pax - 2014

Midwestern Tornado Outbreak - 2013

Super Storm Sandy - 2012

Hurricane Isaac - 2012

Hurricane Irene - 2011

# Agenda Item 9A

BP Oil Spill – 2010  
Hurricane Gustav – 2008  
Hurricane Ike – 2008  
Hurricane Wilma – 2006

Hurricane Rita – 2005  
Hurricane Ophelia – 2005  
Hurricane Katrina – 2005  
Hurricane Dennis – 2005

## EXPERIENCE

### **DRC Emergency Services, LLC – New Orleans, Louisiana**

#### ***Contracts Manager – November 2013-present***

- Maintain contractual records and documentation such as receipt and control of all contract correspondence
- Ensure that signed contracts are communicated to all relevant parties to provide contract visibility and awareness, interpretation to support implementation
- Responsible for applying, renewing and activating general contractor's licenses nationwide; prequalification with Department of Transportation offices nationwide
- Responsible for Secretary of State annual filings and authorizations to do business

#### ***Project Administrator – July 2010-November 2013***

- Provided administrative assistance to the Chief Operating Officer, Regional Manager and several Project Managers for projects in Louisiana including, but limited to:
  - MC52 BP Oil Spill Clean Up
  - St. Bernard Road Project
  - Orleans Parish Sheriff's Office
  - Hurricane Isaac Recovery – Assisted project managers in several contracts, coordinated and managed personnel to scan and submit tickets to Mobile office)
- Project administrator for two demolition projects for the City of New Orleans; responsibilities included filing permits, making LA One Calls, review of all packets for demolition paperwork prior to demolition, attended monthly meetings with City of New Orleans and provided invoicing reconciliation
- Researched bids and RFPs throughout the United States

### **Law Offices of Christian D. Chesson – New Orleans, Louisiana**

#### ***Paralegal/Office Manager – September 2006-January 2009***

- Assisted in Chapter 7 Bankruptcy and Lemon Law documentation for clients
- Provided overall office management, including:
  - Client relations
  - Accounts payable/receivable
  - Administrative support to ten attorneys in the New Orleans office location
  - Liaison between the New Orleans office and the Lake Charles office locations

### **Advanced Cleanup Technologies, Inc. – Rancho Dominguez, California**

#### ***Administrative Manager – October 2005-May 2006***

- Director of Human Resources for the Southeastern Branch of ACTI
- Administrative office manager duties included: documentation and operational support for operations manager and project managers; invoicing for emergency response projects following FEMA protocol

**Emergency Management Institute**



**FEMA**

This Certificate of Achievement is to acknowledge that

**I. ISA G WAI.SII**  
has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

**IS-0005.a**  
An Introduction to Hazardous Materials

*Issued On: 04/23/2020, 2020*



11/02/PT/31

**Emergency Management Institute**



**FEMA**

This Certificate of Achievement is to acknowledge that

**I. ISA G WAI.SII**  
has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

**IS-00010.a**  
Animals in Disaster: Awareness and Preparedness

*Issued On: 04/23/2020, 2020*



11/02/PT/31

**Emergency Management Institute**



**FEMA**

This Certificate of Achievement is to acknowledge that

**I. ISA G WAI.SII**  
has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

**IS-00011.a**  
Animals in Disasters: Community Planning

*Issued On: 04/23/2020, 2020*



11/02/PT/31

**Emergency Management Institute**



**FEMA**

This Certificate of Achievement is to acknowledge that

**I. ISA G WAI.SII**  
has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

**IS-00037.17**  
Managerial Safety and Health

*Issued On: 04/23/2020, 2020*



11/02/PT/31

**Emergency Management Institute**



**FEMA**

This Certificate of Achievement is to acknowledge that

**I. ISA G WAI.SII**  
has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

**IS-00042**  
Social Media in Emergency Management

*Issued On: 04/23/2020, 2020*



11/02/PT/31

**Emergency Management Institute**



**FEMA**

This Certificate of Achievement is to acknowledge that

**LISA M GARCIA**  
has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

**IS-00100.a**  
Introduction to the Incident Command System, ICS 100

*Issued On: 04/23/2020, 2020*



11/02/PT/31

**Emergency Management Institute**



**FEMA**

This Certificate of Achievement is to acknowledge that

**I. ISA G WAI.SII**  
has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

**IS-00100.b**  
Introduction to Incident Command System, ICS 100

*Issued On: 04/23/2020, 2020*



11/02/PT/31

**Emergency Management Institute**



**FEMA**

This Certificate of Achievement is to acknowledge that

**LISA G WALSH**  
has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

**IS-00100.pwp**  
Introduction to the Incident Command System (ICS 100) for Public Works

*Issued On: 04/23/2020, 2020*



11/02/PT/31

**Emergency Management Institute**



**FEMA**

This Certificate of Achievement is to acknowledge that

**I. ISA G WAI.SII**  
has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

**IS-00106.17**  
Workplace Violence Awareness Training 2017

*Issued On: 04/23/2020, 2020*



11/02/PT/31

**Emergency Management Institute**



**FEMA**

This Certificate of Achievement is to acknowledge that

**LISA M GARCIA**  
has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

**IS-00200.b**  
ICS for Single Resources and Initial Action Incident, ICS 200

*Issued On: 04/23/2020, 2020*



11/02/PT/31

**Emergency Management Institute**



**FEMA**

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**I. ISA G WAI.SII**  
has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

**IS-00201**  
Forms Used for the Development of the Incident Action Plan

*Issued On: 04/23/2020, 2020*



11/02/PT/31

**Emergency Management Institute**



**FEMA**

This Certificate of Achievement is to acknowledge that

**I. ISA G WAI.SII**  
has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

**IS-00244.b**  
Developing and Managing Volunteers

*Issued On: 04/23/2020, 2020*



11/02/PT/31

**Emergency Management Institute**



**FEMA**

This Certificate of Achievement is to acknowledge that

**I. ISA G WAI.SII**  
has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

**IS-00315**  
CERT Supplemental Training: The Incident Command System

*Issued On: 04/23/2020, 2020*



11/02/PT/31

**Emergency Management Institute**



**FEMA**

This Certificate of Achievement is to acknowledge that

**I. ISA G WAI.SII**  
has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

**IS-00317**  
Introduction to CERT

*Issued On: 04/23/2020, 2020*



11/02/PT/31

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**FEMA**

This Certificate of Achievement is to acknowledge that

**I. ISA G WAI.SII**  
has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

**IS-00324.a**  
Community Hurricane Preparedness

*Issued On: 04/23/2020, 2020*



11/02/PT/31



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This Certificate of Achievement is to acknowledge that

**I. ISA G WAI.SII**  
has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

**IS-00423**  
Introduction to Homeland Security Planning

*Issued this 15th Day of July, 2017*



01/00/PT/301

**Emergency Management Institute**



**FEMA**

This Certificate of Achievement is to acknowledge that

**I. ISA G WAI.SII**  
has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

**IS-00546.a**  
Continuity of Operations (COOP) Awareness Course

*Issued this 15th Day of July, 2017*



01/00/PT/301

**Emergency Management Institute**



**FEMA**

This Certificate of Achievement is to acknowledge that

**I. ISA G WAI.SII**  
has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

**IS-00547.a**  
Introduction to Continuity of Operations

*Issued this 15th Day of July, 2017*



01/00/PT/301

**Emergency Management Institute**



**FEMA**

This Certificate of Achievement is to acknowledge that

**I. ISA G WAI.SII**  
has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

**IS-00632.a**  
Introduction to Debris Operations

*Issued this 26th Day of August, 2017*



01/00/PT/301

**Emergency Management Institute**



**FEMA**

This Certificate of Achievement is to acknowledge that

**I. ISA G WAI.SII**  
has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

**IS-00633**  
Debris Management Plan Development

*Issued this 26th Day of August, 2017*



01/00/PT/301

**Emergency Management Institute**



**FEMA**

This Certificate of Achievement is to acknowledge that

**I. ISA G WAI.SII**  
has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

**IS-00634**  
Introduction to FEMA's Public Assistance Program

*Issued this 26th Day of August, 2017*



01/00/PT/301

**Emergency Management Institute**



**FEMA**

This Certificate of Achievement is to acknowledge that

**I. ISA G WAI.SII**  
has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

**IS-00660**  
Introduction to Public-Private Partnerships

*Issued this 26th Day of August, 2017*



01/00/PT/301

**Emergency Management Institute**



**FEMA**

This Certificate of Achievement is to acknowledge that

**I. ISA M GARCIA**  
has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

**IS-00700.a**  
National Incident Management System (NIMS) An Introduction

*Issued this 26th Day of August, 2017*



01/00/PT/301

**Emergency Management Institute**



**FEMA**

This Certificate of Achievement is to acknowledge that

**I. ISA G WAI.SII**  
has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

**IS-00702.a**  
NIMS Public Information Systems

*Issued this 26th Day of August, 2017*



01/00/PT/301

**Emergency Management Institute**



**FEMA**

This Certificate of Achievement is to acknowledge that

**I. ISA G WAI.SII**  
has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

**IS-00705**  
NIMS Intra-state Mutual Aid an Introduction

*Issued this 27th Day of August, 2017*



01/00/PT/301

**Emergency Management Institute**



**FEMA**

This Certificate of Achievement is to acknowledge that

**I. ISA G WAI.SII**  
has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

**IS-00775**  
EOC Management and Operations

*Issued this 15th Day of August, 2017*



01/00/PT/301

**Emergency Management Institute**



**FEMA**

This Certificate of Achievement is to acknowledge that

**I. ISA G WAI.SII**  
has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

**IS-00800.b**  
National Response Framework, An Introduction

*Issued this 15th Day of August, 2017*



01/00/PT/301

**Emergency Management Institute**



**FEMA**

This Certificate of Achievement is to acknowledge that

**I. ISA G WAI.SII**  
has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

**IS-00901**  
Emergency Support Function (ESF) #1 Transportation

*Issued this 16th Day of August, 2017*



01/00/PT/301

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This Certificate of Achievement is to acknowledge that

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has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

**IS-00902**  
Emergency Support Function (ESF) #2 Communications

*Issued this 16th Day of August, 2017*



01/00/PT/301

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This Certificate of Achievement is to acknowledge that

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has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

**IS-00902**  
Emergency Support Function (ESF) #3 Public Works and Engineering

*Issued this 16th Day of August, 2017*



01/00/PT/301





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<b>Key Personnel</b>	John Sullivan President	Kurt Thormahlen General Manager	Mark Stafford Vice President	Kristy Fuentes Vice President	Joe Newman Vice President	Charles Kraft Program Manager	Ben Bankston Regional Manager	Tony Swain Regional Manager	Clif Kennedy Regional Manager	Sam Dancer Project Manager	Lisa Garcia Contracts Manager	Jolie Bonvillion Administrative Support
Years of Relevent Experience	22	15	38	20	16	17	12	16	2	13	13	7
Years Employed by DRC	-	3	15	13	14	5	4	9	1	6	8	6

### Disaster Event Experience

<b>2017</b>	<b>Hurricane Irma</b>	•	•	•	•	•			•		•	•	•	
	Florida Debris Removal - Palm Beach Gardens, Cocnut Creek, FDOT, Miami, North Miami, Citrus County, Ft. Lauderdale, Largo, Fernandina Beach, Cutler Bay, Doral, Redington Beach, Deland, St. Augustine, Orange City, Surfside, Daytona Beach, Pembroke Pines, Indian Creek Village, Inverness, Debarry, S. Pasadena, Orlando, Monroe County, Miami-Dade County	•	•	•	•	•			•		•	•	•	•
	Georgia Debris Removal - Brunswick	•	•	•	•	•					•	•	•	•
	<b>Hurricane Harvey</b>	•	•	•	•	•	•	•	•	•	•	•	•	•
	Texas Debris Removal - City of Pasadena, City of Aransas Pass, City of Port Aransas, Jefferson County, Houston, Texas City, Harris County, Port Arthur, Port Neches, Nederland, Groves, Humble, Taylor Lake Village, Cleveland, Waller County, Bellaire, Piney Point Village	•	•	•	•	•	•	•	•	•	•	•	•	
<b>2016</b>	<b>Hurricane Matthew</b>	•	•	•	•	•			•		•	•	•	
	North Carolina Debris Removal - Hyde County, North Topsail Beach, New Hanover County, Wilmington, Pender County	•	•	•	•				•		•	•	•	
	Florida Debris Removal - Palm Beach Gardens, Debarry, Ormond Beach, Deland, Orange City, Daytona Beach, St. Augustine, Leon County, Citrus County, City of Sebastian	•	•	•	•	•						•	•	
	Georgia Debris Removal - GDOT Chatham County	•	•	•	•	•						•	•	
	<b>Hurricane Hermine</b>	•	•	•	•							•	•	
	Florida Debris Removal - Leon County, Citrus County	•	•	•	•							•	•	
	<b>Louisiana Severe Storms and Flooding (DR-4277)</b>	•	•	•	•	•	•	•	•	•	•	•	•	
	Louisiana Debris Removal - East Baton Rouge Parish/City of Baton Rouge, Ascension Parish, Lafayette Parish, Tangipahoa Parish, St. Martin Parish, Baker, Iberville Parish/City of St. Gabriel	•	•	•	•	•	•	•	•	•	•	•	•	
	<b>Louisiana Flood Event</b>	•	•	•	•		•	•		•	•	•	•	
	Louisiana Debris Removal - Caldwell Parish, Tangipahoa Parish	•	•	•	•		•	•		•	•	•	•	
<b>North Carolina Tornadoes</b>	•	•	•	•		•		•			•	•		
North Carolina Debris Removal - New Hanover County	•	•	•	•		•		•			•	•		
<b>Texas Tornadoes</b>	•	•	•	•	•	•					•	•		

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2015	Texas Debris Removal - TXDOT Smith/Cherokee County	●	●	●	●	●	●					●	●
	<b>Texas Severe Storms and Flooding (DR-4269)</b>	●	●	●	●	●	●					●	●
	Texas Debris Removal - Harris County, City of Houston,	●	●	●	●	●	●					●	●
	<b>Winter Storm Jonas</b>	●	●	●	●		●	●	●			●	●
	Maryland Snow Removal - Maryland DGS, Maryland State Highway Authority, City of Baltimore, and Prince George's County	●	●	●	●		●	●	●			●	●
Virginia Snow Removal - Louden County	●	●	●	●		●	●	●			●	●	
2015	<b>2015 Louisiana Storm Event (Straight Line Winds)</b>			●	●		●	●	●		●	●	●
	Louisiana Debris Removal - East Baton Rouge Parish, Ascension Parish			●	●		●	●	●		●	●	●
	<b>Houston Flood</b>			●	●	●	●	●	●		●	●	●
	Texas Debris Removal - City of Houston, City of Bellaire, TXDOT Waller and Montgomery County			●	●	●	●	●	●		●	●	●
<b>Severe Storms, Straight-line Winds and Flooding (DR-4237)</b>	●	●							●				
2014	<b>Winter Storm Pax</b>			●	●		●		●		●	●	●
	South Carolina Road Clearing, Debris Removal and Processing - SCDOT			●	●		●		●		●	●	●
	North Carolina Winter Storm Debris Removal - City of Archdale, Pender County, City of Wilmington, New Hanover, Thomasville			●	●		●		●		●	●	●
2013	<b>2013 Midwestern Tornado Outbreak</b>			●	●		●		●		●	●	
	Missouri Storm Debris Removal - St. Charles County, St. Louis County, Bridgeton			●	●		●		●		●	●	
	Oklahoma Storm Debris Removal - Pottawatomie County, Oklahoma City			●	●		●		●		●	●	
2012	<b>Super Storm Sandy</b>			●	●		●	●			●	●	
	New York Debris Removal - NYDOT Nassua County, NYDOT Suffolk County			●	●		●				●	●	
	Maryland Debris Removal - Harford County			●	●		●				●	●	
	New Jersey Debris Removal - Ocean City, Piscataway			●	●		●				●	●	
	<b>Hurricane Isaac</b>			●	●		●	●	●		●	●	●
	Louisiana Debris Removal - Ascension Parish, LADOTD District 62, Mandeville, St. John the Baptist, Jefferson Parish, East Baton Rouge, St. Charles Parish, New Orleans			●	●		●		●		●	●	●
Louisiana Emergency Food and Emergency Sand Provisions - State of Louisiana			●	●		●		●		●	●	●	
2012	<b>Hurricane Irene</b>			●	●		●		●		●	●	
	Virginia Debris Removal - Virginia DOT, Richmond, VDEM			●	●		●		●		●	●	

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<b>2011</b>	Maryland Debris Removal - St. Mary's County, Harford County, Calvert County			•	•		•		•		•	•	
	North Carolina Debris Removal - Havelock, North Topsail Beach, Pender County, New Hanover County, Pamlico County, Southern Shores			•	•		•		•		•	•	
	Rhode Island Debris Removal - Rhode Island DOT, Providence, Cumberland, Narragansett, Cranston, Barrington			•	•		•		•		•	•	
	<b>2011 Tornado Outbreak</b>			•	•	•	•	•	•		•	•	
	North Carolina Debris Removal - Greene County, Wilson County and Johnsnton County			•	•		•		•		•	•	
	Alabama Debris Removal - Alabama DOT, Alabama Department of Conservation and Natural Resources, Franklin County, Town of Phil Campbell, Birmingham, Trussville, Calhoun County, Fuldontale			•	•	•	•	•	•		•	•	
Mississippi Debris Removal - Clay County, Holmes County, Durant			•	•		•		•		•	•		
<b>2010</b>	<b>Snow Storm Recovery</b>			•	•		•		•		•		
	Virginia Snow Push - Virginia Department of Emergency Management, Virginia DOT, Arlington County, Prince William County, Alexandria, Richmond			•	•		•		•		•		
	Maryland Snow Push - Anne Arundel County, City of Baltimore, Maryland DOT			•	•		•		•		•		
	<b>Haiti Earthquake</b>	•		•	•		•		•		•		
	Body Recovery, Debris Removal, Housing & Support Facility	•		•	•		•		•		•		
	<b>BP Oil Spill</b>			•	•		•	•	•		•	•	
	Recovery Efforts in Louisiana Parishes of Plaquemines, Terrebonne, St. Bernard, Cities of Lafitte and Grand Isle			•	•		•		•		•	•	
Recovery efforts in State of Florida in Santa Rosa County, Okaloosa County, Escambia County			•	•		•		•		•	•		
<b>2009</b>	<b>Ice Storm</b>			•	•		•	•	•		•		
	Kentucky Debris Removal - Kentucky DOT Districts 1&2, , Graves County, Lexington-Kentucky Urban County Government,			•	•		•		•		•		
	Arkansas Debris Removal - Fayetteville, Blytheville, Baxter County			•	•		•		•		•		
	<b>Hurricane Ike</b>			•	•		•		•		•		
	Texas Marine Debris Removal - Texas General Land Office	•		•	•		•		•		•		
Texas Bolivar Ditch Excavation - TXDOT Galveston County	•		•	•		•		•		•			



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2008	<b>Hurricane Gustav</b>			•	•		•		•		•		
	Louisiana Sunken Barge Removal - Iberville Parish			•	•		•		•		•		
	Louisiana Debris Removal - Assumption Parish			•	•		•		•		•		
	Louisiana Land Trust Demolitions - St. Bernard, Jefferson, Orleans Parishes			•	•		•		•		•		
2008	<b>Hurricane Ike</b>	•		•	•		•		•		•		
	Texas Debris Removal - Houston, Jefferson County, El Lago, Baytown, Port Arthur, Jamaica Beach, Humble, Nederland, Nassau Bay, Port Neches, Bellaire, Taylor Lake Village, Piney Point, Harris County, Galveston, Port of Galveston, Groves, TXDOT Orange County, TXDOT Chambers County, TXDOT Hardin East	•		•	•		•		•		•		
	<b>Hurricane Gustav</b>			•	•		•		•		•		
	Louisiana Debris Removal - LADOTD Districts 2, 3, 61 & 62			•	•		•		•		•		
2008	Louisiana Debris Removal - New Orleans, Tangipahoa Parish, Iberia, Lafayette Parish, Iberville Parish, St. Landry Parish, St. John the Baptist Parish, Kenner, Westwego, Bayou Lafourche Fresh Water District			•	•	•	•		•		•		
	<b>Hurricane Katrina</b>			•	•		•		•		•		
	Port of New Orleans, LA Wharf Demolition and Removal			•	•		•		•		•		
	Plaquemines Parish Construction and Repairs to five Government Buildings			•	•		•		•		•		
2007	<b>Missouri Ice Storm</b>			•	•	•	•		•				
	Missouri Debris Removal - Springfield, Greene County, Marshfield, Webb City, Duquesne, Alba			•	•	•	•		•				
	<b>Hurricane Katrina</b>			•	•		•		•				
2006	Plaquemines Parish, LA - Canal Debris Removal, Cleaning of Ditches and Culverts,			•	•		•		•				
	<b>New York Ice Storm</b>			•	•	•	•		•				
	New York Ice Storm Debris Removal - City of Amherst			•	•	•	•		•				
	<b>Hurricane Katrina</b>			•	•		•		•				
	Louisiana DEQ Vehicle and Vessel Removal, Remediation and Disposal			•	•		•		•				
	Louisiana FEMA Trailer Installation - St. Bernard Parish			•	•		•		•				
	Louisiana Demolition Project and Private Property Debris Removal - Jefferson Parish			•	•		•		•				
Louisiana Demolition Project - City of New Orleans			•	•		•		•					
Mississippi Debris Removal - Gulfport			•	•		•		•					

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	Mississippi Marine Debris Removal - USCG Jackson			●	●		●		●				
	<b>Hurricane Wilma</b>						●		●				
	Florida Marine Debris Removal - Monroe County			●	●		●		●				
<b>2005</b>	<b>Hurricane Wilma</b>			●	●		●		●				
	Florida Debris Removal - Monroe County, Plantation, North Miami, Miami, School District of Palm Beach, Hollywood, Martin County, Miami Dade, Palm Beach, Deerfield Beach,			●	●		●		●				
	<b>Hurricane Rita</b>			●	●		●		●		●		
	Texas Debris Removal - Jefferson County			●	●		●		●				
	Louisiana Debris Removal - West Lake			●			●		●				
	<b>Hurricane Ophelia</b>			●	●		●		●				
	North Carolina Debris Removal - North TopSail Beach			●	●		●		●				
<b>2005</b>	<b>Hurricane Katrina</b>			●	●	●	●		●		●	●	
	Florida DOT - Emergency Push Monroe County			●	●		●		●				
	Florida Debris Removal - Miami, Monroe County, Hollywood, Gulf Breeze			●	●		●		●				
	Louisiana Debris Removal - Washington Parish, Louisiana DOT, Baton Rouge			●	●		●		●				
	<b>Hurricane Dennis</b>			●	●	●	●		●				
	Florida Debris Removal - Gulf Breeze, Monroe County, Okaloosa County, Escambia County, Mary Esther, Milton, Shalimar, Santa Rosa			●	●		●		●				

## OPERATIONAL PLAN

THE PRIMARY MISSION OF DRC EMERGENCY SERVICES, LLC IS TO PROVIDE A PROFESSIONAL, HONEST AND IMMEDIATE RESPONSE TO NATURAL AND MAN-MADE DISASTERS.

### MANAGEMENT METHODS

#### COMMITMENT TO COMPLIANCE AND ETHICAL BUSINESS CONDUCT

DRC Emergency Services, LLC strives to provide the most dependable, honest, customer-centric services in the industry, while upholding the highest standards of ethical conduct and compliance at all times. To better ensure our continued compliance with law and rules and regulations, DRC's senior management has established a formal code of business conduct. By implementing these guidelines, DRC is fully demonstrating its commitment to adhere to the highest professional standards and to act as a trustworthy source of unique capabilities to our public and private contracting partners. In addition, we expect that all contractors and individuals that work with us while serving our public and private customers shall also adhere to the highest ethical business conduct standards.

Kristy Fuentes, DRC's Chief Compliance Officer, oversees the Corporate Compliance Program, functioning as an independent and objective body that reviews and evaluates compliance issues/concerns within the organization as well as external issues relating to DRC's interaction with customers and environmental factors. The position ensures our management, employees and customers are in compliance with the rules and regulations of regulatory agencies; that company policies and procedures are being followed; and that behavior in the organization meets the company's Standards of Conduct. The Chief Compliance Officer acts as staff to the President and an independent reporter to management and General Richard Bednar (DRC's independent third-party compliance consultant) by monitoring and reporting results of the compliance/ethics efforts of the company and in providing guidance for senior management team on matters relating to compliance. The Chief Compliance Officer, together with General Bednar, is authorized to implement all necessary actions to insure achievement of the objectives of an effective compliance program. The Corporate Compliance Office exists:

*"I will say that I have not worked with a more committed group of people when it came to honoring the contract you had with our county." – Henry W. Bertram, Pendleton Judge/Executive, Commonwealth of Kentucky*

- As a channel of communication to receive and direct compliance issues to appropriate resources, including DRC's independent third-party compliance consultant, for investigation and resolution, and
- As an independent conduit to management regarding Company activities
- As a final internal resource with which concerned parties may communicate after other formal channels and resources have been exhausted.
- As a resource to our individual customer base regarding contract compliance, environmental compliance and any and all issues involving contract performance.

#### DRC's CORE VALUES

- Tell the Truth. In all business matters, we are committed to finding the truth and telling the truth. Truth-telling is a fundamental obligation of the DRC Emergency Services, LLC executive leadership and all employees.
- Use Common Sense and Good Judgment. We rely on the integrity of our employees and expect that they apply common sense and good judgment even when no one is watching.
- Work Hard. We expect all employees to give the full measure of honest effort to their working responsibilities, while maintaining a healthy life balance with wholesome off-duty interests and activities.
- Be Prepared. The nature of our emergency services work demands that all of us be in a continuing state of readiness. Responding to urgent calls for our help with the right personnel and equipment assets sets us apart from the competition.
- Be Accountable. We are accountable for everything we do or fail to do. We take ownership of our actions and stand up to the consequences of those actions whether positive or harmful to our customers or our Company.
- Show Courtesy and Respect. Our culture is built on the initiative, strengths and dedication of our people. We treat each other with respect, honesty, courtesy and fairness. We value the different skills, perspectives and

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experiences of our people.

- Protect Privacy: The privacy and integrity of customer and employee records and information is part of showing respect. Personal or private information should be disclosed only after conferring with and receiving permission from the individual or customer.

## **APPLICATION OF CORE VALUES**

- To our customers we place highest priority on the timeliness of our response, our practical effectiveness, and the quality of our services and solutions.
- To our fellow employees we look out for their welfare, safety and health. We promote an environment that encourages new ideas, doing the right thing, enjoyment of work and equal opportunity for advancement.
- To our suppliers and subcontractors, we are fair and professional in all our dealings. We honor our commitments to our business partners. We select business partners who will adhere to ethical standards.
- To our neighbors wherever we work we are responsible citizens who respect the laws and customs of the communities in which we work.

## **COMPLIANCE STANDARDS AND PROCEDURES**

DRC Emergency Services, LLC, by virtue of its preparedness, responsiveness, demonstrated comprehensive competency, ethical business conduct and fair pricing, aspires to be the “first in response” for natural and physical disasters requiring an urgent response team.

DRC is an organization of people who work as a team to provide solutions to our customers’ urgent problems, while always doing the right thing. We recognize that *how* we do our work is as important as *what* work we do. We will not tolerate any short cuts when it comes to our ethical values and standards of conduct.

The senior management and key personnel of DRC are committed to the highest standard of ethical conduct and compliance. DRC is partnered with a nationally recognized government compliance and ethics firm and is committed to adhering to the highest professional standards and always acting as a trustworthy source of our unique capabilities to our public and private contracting partners. In addition, we expect that all contractors and individuals who work with us in serving our public and private clients shall also adhere to high ethical business conduct standards.

DRC has also established a very detailed ethics program with procedures to detect some of the obvious and easier ways that fraud occasionally occurs. For instance, typically, no DRC or subcontractor employees are allowed to participate in the measurement of trucks; this is entrusted to local government, state EMA and/or FEMA officials. DRC uses a detailed measurement documentation program to ensure the integrity of the haul and vehicle measurements and the safety and integrity of the vehicles and their drivers.

DRC has a detailed and specific program of ticketing and reconciliation verification that, we believe, meets or exceeds the FEMA requirements and has instituted additional programs and procedures to ensure protection to the greatest possible extent against fraud, waste and/or abuse. Our Project Managers, Supervisors and Foremen are typically trained in fraud reduction and detection and report any suspected instances thereof to Project Managers, assigned internal auditors and/or counsel.

All of our executives and employees deal honestly and fairly with our customers, suppliers, competitors, regulators and with each other. In doing business with federal, state and local governments we adhere to their rules and regulations that touch our work and our business conduct.

## **SAFETY PROCEDURES**

Through careful planning, hazard recognition and control, safety indoctrination and training and rigorous attention to safety procedures, DRC ensures the health and safety of personnel at our work sites and the public adjacent to our work sites.



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DRC's Corporate Safety Plan includes Safety Plans and Policies, an Accident Prevention Plan and a Substance Abuse Policy. It is the policy of this organization to provide and maintain work environments and procedures which will (1) safeguard public and Government personnel, property, materials, supplies, and equipment exposed to contractor operations and activities; (2) avoid interruptions of Government operations and delays in project completion dates; and (3) control costs in the performance of this contract.

The key contractor responsibilities concerning safety include (1) providing all personnel a general safety and health indoctrination and a safety and health orientation/screening prior to the commencement of work (or any single phase of work); (2) the continuing instruction/monitoring of each contractor, subcontractor, supplier and employee in the safe operation of their specific area of responsibility using the proper tools and in accordance with the safety procedures and guidelines as outlined by the United States Army Corps of Engineers.

A copy of DRC's Corporate Safety Plan is available for review upon request.

## **QUALITY CONTROL PLAN**

The purpose of the Quality Control Plan is to promote efficient and safe operations and a quality product. DRC's approach to quality control consists of a series of tasks and processes tailored to suit the challenging circumstances facing the City of North Bay Village in the wake of a disaster event.

A copy of the Quality Control Plan is available for review upon request.

*"In every occasion, DRC remained client oriented, responsive and delivered excellent service to Escambia County"*  
– Keith Wilkins  
*REP, Director of Community & Environmental Department, Escambia County, Florida*

## **EMPLOYEE PERFORMANCE AND TRAINING**

As one of the leading disaster response companies in the United States, we have developed one of the most capable recovery teams in the nation. Our permanent staff members are NIMS-certified and fully knowledgeable of the FEMA reimbursement process, having insured that each and every client has received 100% reimbursement for all eligible disaster-related debris.

All personnel records (management, supervisors, foremen and laborers) are reviewed prior to deployment of personnel, to ensure all personnel have current documentation of training for each position they could be assigned (in accordance with OSHA, EPA and other applicable regulations and standards).

DRC, subcontractors, associates and contract reservist personnel have specialized training for emergency management and/or have attended multiple industry seminars and conferences. DRC, its subcontractors and/or personnel maintain membership in many professional organizations, including NEMA, APWA, SWANA and the Society of American Military Engineers. DRC and/or its' affiliates, associates and/or subcontractors are licensed General Contractors in the states in which DRC performs disaster response services and are familiar with USACE, FEMA and FHWA rules and regulations, the Stafford Act and 44CFR, as they pertain to emergency response, recovery and reimbursement.

## **DRUG FREE WORKPLACE PROGRAM**

DRC is a community in which responsibilities and freedoms are governed by policies and codes of behavior, including penalties for violations of these standards as stated in your Employee Manual. DRC has a standard of conduct that prohibits the unlawful possession, use, or distribution of illicit drugs and alcohol by employees on DRC's site and/or client sites or as a part of DRC's activities. DRC will impose disciplinary sanctions on employees ranging from educational and rehabilitation efforts up to and including expulsion or termination of employment and referral for prosecution for violations of the standards of conduct. Each situation will be look at on a case-by-case basis.

It is the goal of DRC to maintain a drug-free workplace. To that end, and in the spirit of the Drug-Free Workplace Act of 1988, DRC has adopted the following policies:

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1. The unlawful manufacture, possession, distribution, or use of controlled substances is prohibited in the workplace.
2. Employees who violate this prohibition are subject to corrective or disciplinary action as deemed appropriate, up to and including termination.
3. As an on-going condition of employment, employees are required to abide by this prohibition and to notify, in writing and within five (5) days of the violation, her/his supervisor or the Managing Director or Vice President of any criminal drug statute arrest or conviction they receive.
4. If an employee receives such a conviction DRC shall: take appropriate personnel action against the employee, up to and including termination.
5. DRC provides information about drug counseling and treatment.
6. DRC reserves the right to search and inspect for the maintenance of a safe workplace.

## *TECHNICAL TRAINING AND EDUCATIONAL SERVICES*

DRC Emergency Services, LLC, by comprehensive planning and support, along with vigorous training, can help local government reach a level of readiness that will allow the government to address these contingencies with confidence. We are committed to helping our clients understand the principals and all hazard aspects of Emergency Management, and we have had overwhelming success with training programs and pre-event planning workshops.

DRC has qualified personnel who are available to provide the City of North Bay Village with Exercises, Plans, Formulation or Training on eligibility issues, reimbursement procedures, documentation, etc. DRC will provide regular annual or more frequent training and feedback sessions to the City of North Bay Village as a service at no additional cost to the Village. Training sessions will address planning and reimbursement issues, as well as any other concerns of the Village, and are scheduled and led by DRC's Director of Training. Typically, training sessions also include DRC consultants and reservist personnel who are former FEMA personnel or who are intimately familiar with FEMA and other government regulations.

DRC's Director of Training travels the Country providing Debris Management and Response Readiness training to various Jurisdictions. Workshops can be offered in the manner most suitable for the jurisdiction, such as:

- Pre-Season Debris/Response Readiness Workshop
- Scenario Based Tabletop Exercise
- Debris Management Seminar
- Debris Readiness Exercise
- Discussion Based Debris Management Exercise
- Disaster Debris Awareness Exercise

When requested, DRC can offer a "Regional Debris Readiness Workshop" for smaller local government entities inviting neighboring jurisdictions for a combined training session.

One of the primary missions of any government agency is to protect lives; minimize the loss or degradation of resources; and continue, sustain, and restore operational capability after a disaster strikes in its area of responsibility. DRC Emergency Services, LLC by comprehensive planning support, along with vigorous training, can help local government reach a level of readiness that will allow the government to address these contingencies with confidence. We are committed to helping our clients understand the principals and all hazard aspects of Emergency Management. One of the basic principles of emergency management is that we can and should prepare for the hazard before it occurs and by doing so we are better postured to respond after the disaster-triggering event occurs.

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## EMPLOYMENT OF LOCAL AND MINORITY CONTRACTORS

DRC maintains one of the industry's largest network of pre-screened and fully qualified subcontractors, including local and preferred vendors. DRC's subcontractors are evaluated on many levels, including past performance, equipment and personnel availability, mobilization timeframes, insurance, and cost.

### *COMMITMENT TO LOCAL RESOURCES*

The use of local resources is one of the most important aspects of successful disaster recovery operations. DRC is committed to ensuring that any emergency response business activity is shared by the entire community. That is why we have developed a vast network of subcontractors that are uniquely qualified to successfully meet any and all operational requirements envisioned under this RFP.

Throughout its history, DRC has maintained strong relationships with local vendors and subcontractors. We pride ourselves on facilitating local involvement during recovery efforts and encourage local knowledge and experience whenever possible. As such, DRC has worked with thousands of subcontractors over our history including small and large subcontractors, DBE, MBE, WBE, HUB Zone, 8(a), and VOSB (including Service-Disabled VOSB) contractors. DRC has established nationally recognized procedures for community outreach as discussed below in our "Local S/M/WBE Resource Program."

### *LOCAL S/M/WBE RESOURCE PROGRAM*

DRC reaches out to local subcontractors and small, minority and women-owned business enterprises (S/M/WBE) using a variety of sources. Although DRC maintains current, active subcontractor lists, we also have experience utilizing such sources as governmental databases, local, regional and national SBE compliance departments, client and vendor references and direct mail community outreach. Upon receipt of Notice of Award, ahead of a predicted weather event or annually for contingency contracts, DRC will make contact with local governments and SBE Resource offices to schedule an informational workshop for potential vendors and businesses. The DRC technical assistance workshops not only assist companies with identifying potential contract opportunities, but also assist those interested with "teaming". The workshops provide "hands on" technical assistance to companies ranging from individuals owning dump trucks and loading equipment to office supply companies and small printers wishing to provide goods and services. This process matches S/M/WBE contractors with other companies in order to strengthen their competitive position and package of goods and services offered. DRC is committed to ensuring that local companies are made aware of all potential contracting and partnership opportunities.

A direct mail program may be conducted in order to target potential companies and minority business organizations that are listed with the Office of Minority and Women Business Enterprise. The mailer will provide information as well as an 800 number for interested individuals and companies with bi-lingual assistance available when necessary. Subcontractors can also log on to [www.drcusa.com](http://www.drcusa.com) to upload their experience, qualifications and certifications for inclusion in our subcontractor database.

From our extensive experience with subcontractors, DRC knows the importance of establishing strict guidelines for performance and safety standards. All subcontractors will be screened for qualifications and safety compliance prior to entering into a contract with DRC. Additionally, at the discretion of the contracting agency, all subcontractors will be approved prior to beginning work. Our sample Subcontractor Agreement details the scope of work and responsibilities of each subcontractor. The Subcontractor Agreement also commits the subcontractor to all governmental regulations and requirements. All subcontractor equipment will be inspected and properly maintained and all personnel certifications and safety courses will be on file and renewed or updated as needed.

In addition to stringent qualifications standards, DRC requires the following summarized items from subcontractors:

- Compliance with all DRC safety plans
- Ability to meet liability and automobile insurance requirements (these may vary from contract to contract)

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- Compliance with governmental employment regulations, unemployment compensation and workman's compensation laws
- Completion of a subcontracting agreement specifying the scope of work, terms and conditions, pricing, liability requirements and any hold harmless agreements.

Per the requirements of each awarded contract, DRC will meet or exceed project goals regarding small business participation. Rebuilding your community using local resources is the core mission of DRC. As such, DRC will continue to maintain a comprehensive list of qualified subcontractors ready for deployment should the need arise.

## ***PROMPT PAYMENT OF SMWSDVBs***

In addition to occasionally assisting SMWSDVBs with operating startup costs, DRC has a 20 plus year history of paying subcontractors on a weekly basis. It is our intention to both facilitate the involvement of these subcontractors and ensure their economic viability and profitability.

## ***UTILIZATION MONITORING***

As with previous practice, DRC intends to hire a SMWSDVB Facilitator/Monitor. This person will be tasked with the responsibility of recruitment and reporting. DRC views the existence of this person as crucial and has full intention to achieve the outlined goal for this contract.

## ***AFFIRMATIVE ACTION/EQUAL OPPORTUNITY POLICY***

DRC is an equal employment opportunity employer. Employment decisions are based on merit and business need, and not on race, color, citizenship status, national origin, ancestry, gender, sexual orientation, age, religion, creed, physical or mental disability, marital status, veteran status, political affiliation, or any other factor protected by law. DRC complies with the law regarding reasonable accommodation for handicapped and disabled employees. DRC's President has issued the following policy:

DRC is an Equal Opportunity Employer and recognizes the value of hiring a diverse group. Due to the nature of our work and the fact that we provide services worldwide, we find it necessary and advantageous to employ a number of persons from various countries who are of different races, religions and ethnic groups. Although our permanent work force is less than 50 employees, it is composed of a diverse population of men and women. In addition, we believe work force diversity provides a significant market advantage.

It is the policy of DRC to comply with all the relevant and applicable provisions of the Americans with Disabilities Act (ADA). DRC will not discriminate against any qualified employee or job applicant with respect to any terms, privileges, or conditions of employment because of a person's physical or mental disability. DRC will also make reasonable accommodation wherever necessary for all employees or applicants with disabilities, provided that the individual is otherwise qualified to safely perform the essential duties and assignments connected with the job and provided that any accommodations made do not impose an undue hardship on DRC.

Equal employment opportunity notices are posted as required by law. Management is primarily responsible for seeing that DRC's equal employment opportunity policies are implemented, but all members of the staff share in the responsibility for assuring that by their personal actions the policies are effective and apply uniformly to everyone. Any employee, including managers, involved in discriminatory practices will be subject to termination.



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## PREPARE

Preparedness involves marshaling the resources needed to respond effectively as well as how to respond when an emergency or disaster occurs. These activities help save lives and minimize damage by preparing people to respond appropriately when an emergency is imminent or actually occurs. To respond properly, a jurisdiction must have a plan for response, trained personnel to respond, and necessary resources with which to respond. DRC can provide comprehensive employee training for plan implementation. This training may include disaster simulation and evaluation, as well as helping the agency modify their Emergency Management Plan (EMP) as needed. Training can also be used to test various plans such as the Comprehensive Emergency Management Plan, Continuity of Operations Plans, Field Operations Guides, etc. DRC is committed to providing the best training possible to its clients. Clients have made significant investments in equipping their first response units, but if the client, first responders and the public they serve have not prepared by training, then the investment will not pay off when it is needed most – during an actual event.

## ALERT

When a potential storm arises, DRC personnel monitor the situation and a telephone cascade plan is initiated to alert the Regional Manager and other relevant personnel (see below). Local and area DRC offices are activated.

72 hours before impending impact, the Regional Manager makes contact with The City of North Bay Village to discuss the maximum response requirements for a 24-hour, 48-hour and 72-hour response window, as well as potential TDMS (if not pre-established in the contract). This information is reported to all vice presidents and senior project managers.

## PERSONNEL/ORGANIZATIONAL STRUCTURE

The **Vice President** (V.P.) is positioned at DRC headquarters. The V.P. directs and supervises all operational aspects of DRC and team partners in response to a Task Order. The V.P. serves as the primary contact between DRC and the client for all contracts and other communication. Upon Task Order, the V.P. initiates all corporate plans in fulfillment of contract requirements and activates all relevant departments, team partner relationships, subcontract relationships, and reservists. The V.P. supervises and directs mobilization of national corporate resources in response to Task Order until all performance targets are met and serves as corporate “responsible party” until all obligations of the contract are fulfilled.

DRC’s **Project/ Program Manager** are responsible for overall management of day to day operations for a specific project. His duties primarily exist in the oversight of field operations although he serves as administrator of his supervisors and office personnel. All field supervisors, crew supervisors, QC managers, safety managers and site managers report to the project manager throughout every day, 7 days per week. The project manager shall hold daily meetings with staff to discuss all debris mission issues at a central location that is also open to The City of North Bay Village. Their duties also include the management of documentation and public relations for the specific project.

The **Operations Manager** (O.M.) is a member of DRC Senior Management assigned as principal liaison to the client for each operation. The Operations Manager will henceforth be on call and available to respond to the point of contact 24 hours a day, 7 days a week throughout the life of the Task Order. The DRC Operations Manager will have full electronic linkage to the client via cell phone, satellite phone, internet, and/or two-way radios. The O.M. will have responsibility for successful completion of a Task Order and is responsible to the client as well as the DRC V.P.

All **Field Supervisors** will be assigned sectors or zones within a specific debris area to manage. They will be responsible for supervising the daily activities of the collection crews working to remove debris. Those subcontractors/ crews within the sector or zone are to report directly to DRC’s field supervisor with any and all issues. If these issues require upper management decisions, then the supervisor is to report to the project manager immediately. The field supervisor communicates with the project manager at a minimum twice per day to update the project manager of the activity in their particular zone or sector.

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The field supervisor works “hand in hand” with the sector safety manager and quality control manager to ensure a safe and compliant operation in the field. He answers directly to the project manager but is instructed to take action if the safety or QC manager raises any safety concerns and has the authority to stop work. Daily and QC reporting is a primary and important function of the field supervisor; they are to fill out and submit daily reports to the project manager for all activities within that zone on a daily basis.

**Crew Supervisor** will be responsible for individual or a group of crews working within a specific debris zone. The Supervisor will oversee the actual collection and loading of all debris along with the proper segregation and identification of various waste streams such as Vegetative, C&D, White goods and HHW. Supervisors are tasked with directing the individual crews within the zones and their specific zone assignments and ensuring safe traffic control with the aid of the QC manager and Safety Manager. The crew supervisor handles all zone maps and sub-zone maps with individual crews. Subcontractors will be assigned zones and crews will subsequently be assigned sub zones; crew supervisors shall distribute these crew maps and manage their production and boundaries within these zones.

**Site Managers** shall be assigned to each and every site located within any debris mission to include TDMS, staging sites and final disposal sites. The Site Managers will oversee and direct all unloading, reduction, traffic control, inspection tower issues, site equipment and trucks. Site Managers report directly to the project manager, but also communicate with the crew and field supervisors.

## ***MOBILIZATION***

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If the storm becomes a threat, 24-48 hours before impact, manpower and equipment are mobilized and staged in a safe location near the area of impact. Subcontractors are put on notice, and emergency communications are made available. Locations for a mobile command center are scouted and chosen based on factors such as proximity to major roads and severity of impact.

Because DRC ES has partnered with major fuel companies and compiled a list of regional emergency diesel and gasoline suppliers, temporary shortages will not affect operations. Field maintenance/fuel personnel will prepare their assigned maintenance/fuel vehicles for deployment in accordance with the appropriate inventory and safety checklists.

DRC personnel will ensure, that the command center, if utilized, contains all required equipment and supplies, that communications have had a full system check and that all required equipment/supplies are in order prior to departure. Portable power supplies will also be safety inspected and load tested prior to departure. DRC over-the-road equipment transports and operators will initially conduct equipment transportation. Additional equipment transportation will be contracted, as needed, by over-the-road equipment transporters and operators through pre-established standing agreements.

## ***COMPLIANCE MEASURES***

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DRC's Safety Officer will conduct a safety briefing and safety equipment check prior to equipment operation to ensure compliance with the Corporate Accident Prevention Plan as part of the Corporate Safety Plan. Within three days of Task Order/Notice to Proceed, DRC will furnish The City of North Bay Village with a site-specific Management/Operations plan, along with a Quality Control Plan and site-specific Safety Plan.

All personnel records (management, supervisors, foremen and laborers) will be reviewed prior to deployment to ensure they have documentation of current training.

TDMS teams will also secure all necessary clearances, permits, and licenses to operate the site(s) and will submit Site Plans to The City of North Bay Village complete with Site Specific Safety and/or Accident Prevention Plans, a Traffic Control Plan to properly manage site ingress and egress, a Dust Control Plan, and/or a Fire Prevention Plan, plus a complete Subcontracting Plan listing all subcontractors. Within 48-72 hours, TDMS location(s) will be fully

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operational, complete with ingress and egress points, inspection towers, water runoff protection, and containment berms and/or geotextile.

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## RESPOND

Responding to natural and man-made disasters and emergency clearing of debris is the core business of DRC ES and has been for twenty-seven years. We understand that a response is expected and needed immediately after the disaster occurs to help save lives and minimize loss.

### *DEBRIS OPERATIONS PLAN*

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#### *RESPONSE TIME*

DRC Emergency Services (DRC ES) proposes the following time frames in which services can be provided without unwarranted delay or interference. DRC will mobilize the appropriate number of personnel and equipment crews as required immediately upon request. Advance deployments will be strategically staged in advance of a predicted weather event. DRC will have management personnel within the Emergency Services Center 24 - 48 hours prior to the arrival of a disaster. If the disaster could not be predicted, DRC will have management personnel within the Emergency Services Center within 24 hours after the event. DRC will commence mobilization of equipment, operators, and laborers immediately upon receipt of a Task Order Notice to Proceed that shall meet all requirements of The City of North Bay Village.

- **WITHIN 24 HOURS:** DRC initiates Emergency Road Clearance (Push) operations with 15-20 crews or more as dictated by the events severity.
- **WITHIN 48 HOURS:** 50% Mobilization When the initial assessment phase is complete DRC submits the required information such as site-specific safety plan, insurance, bonds, quality control plan, subcontracting plan with specific subcontractors and goals, location of staging area, location of TDMS, final disposal sites and all applicable licenses, permits, organizational structure etc.
- **WITHIN 96 HOURS:** - Emergency Road Clearance is complete, TDMS construction is underway, and DRC's projected management staff, including subcontractors and consultants, will be operational. At full mobilization, the average daily production rate for load and haul will be approximately 10-20,000 cubic yards (again depending upon the severity of the event). The hauling activity normally last approximately 60 days and an additional 30 days for reduction; site closure and project close out.

DRC Emergency Services proposes the following time frames in which services can be provided without unwarranted delay or interference:

#### *PROJECT MOBILIZATION TEAM*

DRC's Project Mobilization Team of Project Managers and administrative staff will be on site within 12 hours of Task Order notification prior to or immediately following a disaster event. The Team may be air lifted to the designated location by company and/or subcontractor aircraft. Management vehicles will provide transportation for other company personnel. The Team will then conduct an immediate disaster assessment in coordination with The City of North Bay Village staff to begin the staging and deployment of equipment, crews and logistical support.

DRC staff will establish the site location(s) in the disaster area for the temporary field office/s, communication unit, lay-down yard and support systems, including potential emergency base camp. Evaluation surveys will be conducted by ground teams as well as by aerial survey using helicopters.

#### *RAPID DEPLOYMENT CREWS*

The DRC full project administrative staff will be on site within 24 hours of Task Order/Notice to Proceed, and commence debris removal operations with five or more Rapid Deployment Crews. As necessary to open key access roads, crews of saw men and loaders with grapples will augment the Rapid Deployment Crews. The Project



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Mobilization team will then rapidly escalate crew strength to meet The City of North Bay Village production rate targets.

## **OPERATIONS MANAGER**

The Senior Management together with the Project Management Team will assign and provide a DRC Operations Manager to The City of North Bay Village. The Operations Manager will henceforth be on call and available to respond to the Contracting Officer 24 hours a day, 7 days a week throughout the life of the Task Order. The DRC Operations Manager will have full electronic linkage to Village via cell phone, satellite phone, internet, and/or two-way radios.

## **OPERATIONAL PLANS**

Within 3 days of Task Order, DRC will furnish the contracting officer with a Management/Operations plan specific to the Task Order, with Site Specific Safety Plan. DRC will also furnish the client with a complete Subcontracting Plan listing all subcontractors.

## **MEASUREMENT**

Beginning during Mobilization, trucks and trailers used for the purpose of transporting debris will be measured by The City of North Bay Village or representative thereof. DRC will provide appropriate measurement forms as specified by The City of North Bay Village.

## **MOBILIZATION-EMERGENCY DEBRIS ROAD CLEARANCE (PUSH)**

This operation is accomplished when time is of the essence, normally within the first 70 (plus or minus) hours after an event. Although this is a time critical operation, safety of personnel and the general public is paramount to a successful operation. Extreme caution must be exercised during this phase of the debris management operation to avoid downed live electrical wires and other such dangerous circumstances. Once this task is accomplished, or coinciding with the progress of this task, debris removal from public easements, property and rights-of-way begins.

As tasked by The City of North Bay Village, DRC will provide Emergency Road Clearance which involves the emergency clearing, cutting, tossing and/or pushing of debris from the primary transportation routes to the medians or sides of the public rights-of-way (ROW). Under direction of The City of North Bay Village, DRC crews will work independently or in conjunction with The City of North Bay Village crews to temporarily clear debris from pre-designated critical arteries to facilitate the movement of emergency vehicles and other critical traffic in the immediate aftermath of a disaster. Only a single lane is usually cleared at first with the additional lanes being cleared according to the needs and requirements of the affected community. In addition, entrances and routes to hospitals and emergency service facilities, such as fire and police departments, are given priority during this emergency debris and fallen tree clearance period. The equipment utilized in this operation can include, but is not limited to: large rubber tired loaders with grapples or rakes; small bobcat type loaders to access narrow areas; and other specialized clearing equipment as may be required by local conditions. Additionally, service trucks for maintenance and/or fuel and

<b>DRC Emergency Services, LLC</b>	
Contract # _____	
Location _____	
<b>Cubic Yard Load Ticket</b>	
No. <b>132191</b>	
Agency Initials	Zone/Area
Date: _____	Mileage
Time: _____	Pick-Up Location: _____
Crew No.: _____	
Cubic Yard Total: _____	
Truck No.: _____	Truck Capacity: _____
<b>Materials:</b>	
<input type="checkbox"/> Vegetative	Miles
<input type="checkbox"/> C + D	<input type="checkbox"/> 0 - 15
<input type="checkbox"/> White Goods	<input type="checkbox"/> 16 - 30
<input type="checkbox"/> OTHER	<input type="checkbox"/> 31 - 50
Comments: _____	
_____	
<b>Signatures:</b>	
Agency: _____	
DRC ES, LLC: _____	

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vehicles for personnel transportation and supervision are required. Personnel, such as heavy equipment operators, truck drivers, and operators with chainsaws, general laborers with tools, flagmen, mechanics, supervisors, and project managers are usually required.

## **OPERATIONS**

- Clear debris from roads in the order of and number of lanes as tasked by The City of North Bay Village.
- Clear debris from parking lots, areas of ingress and egress and any other area of hospitals, shelters, emergency operations center, etc. as tasked by The City of North Bay Village.
- Operators and hand crews will be instructed to perform in a workman like manner to prevent damage to salvageable and/or undamaged property and prevent personal injury to ensure compliance with the Corporate Accident Prevention Plan as part of the Corporate Safety Plan.
- Attempt to make roadways and intersections as safe as possible from sight and traffic obstructions to ensure compliance with the Accident Prevention Plan and Site-Specific Safety Plan.
- All supervisors will maintain personnel and equipment hours on a per day basis.

## **DEBRIS REMOVAL FROM PUBLIC RIGHTS OF WAY**

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Within 24 hours of Task Order, DRC will commence debris removal operations with multiple Debris Removal Crews. Debris Removal Crews will typically consist of three to five hauling vehicles of 100 to 150 cubic yard capacity with operators, one front end loader with operator, one foreman, and three laborers/flagmen. In instances where conditions allow, self-loading equipment of similar capacity will be utilized in order to maximize efficiency. As necessary or directed by The City of North Bay Village, crews will be augmented by equipment and personnel in order to gain hauling efficiency.

## **CLEAN AS YOU GO POLICY**

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### **MULTIPLE SCHEDULED PASSES**

In order to allow citizens and municipal agencies to return to their properties and bring debris to the right-of-way as recovery progresses, DRC ES recommends multiple, scheduled passes of each site, location, or area impacted by the disaster. Typically, three or four passes over a multiple month period are performed to ensure a quality and complete performance of the work required. An Agreement as to the number and schedule of passes will be reached as per FEMA concurrence and according to the volume of debris.

Each location where debris collection is done shall be under the direction of a qualified supervisor. Electrical equipment or conductors in the vicinity shall be considered energized. Prior to collection operations, the employee shall consider:

- Trees and the surrounding area for anything that may cause trouble when the trees are loaded.
- Shape of the tree, the lean of the tree, and decayed or weak spots
- Wind force
- Location of people
- Electrical hazards
- Traffic control devices/ personnel

The work area shall be cleared to ensure safe working conditions. Brush and logs shall not be allowed to create a hazard at the work site. Logs and brush shall be securely loaded onto trucks in such a manner as not to obscure tail or brake lights and vision, or to overhang the side.

The protection of infrastructure is critical to a recovery operation. Examples of infrastructure items that are vulnerable during a debris operation are as follows:

1. Road, Street & Highway wearing surfaces and ROW's
2. Street and Traffic Signs

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3. Traffic Signals and Lights
4. Power lines and Poles
5. Phone lines
6. Cable Lines
7. Sewer, Water and Gas Utilities
8. Individual Property Items

It is essential to provide oversight of these items by instruction and monitoring by our quality control staff. All crew supervisors are required to report directly to our sector QC managers on all damage issues to infrastructure.

Protection of Infrastructure is also a element vital to the overall health and safety of our crews and citizens. Trucks striking power lines and other utilities can cause serious injury and even death from careless activities during recovery.

For example, DRC crew leaders are instructed to ensure that each and every load is trimmed and inside the body of the hauling unit; this nearly eliminates the possibility of overhanging debris that can cause a power line break and create an electrical hazard.

DRC operates a damage hotline on all projects. There will be a complaint manger assigned to each specific mission that is responsible for handling all infrastructure damage and repair. This program will be announced in the affected area by various means of pubic service announcements (PSA's) detailing our (800) number and response team.

The protection of infrastructure begins with the quality control over the entire mechanical operations of the recovery and is completed by the quick, effective response and repair. DRC will investigate all damages and complaints immediately and make resolutions within 24 hours. Critical items will be mitigated on the spot.

## ***PUBLIC NOTICES***

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DRC will provide weekly public notices of the debris removal schedule. These notices will be advertised in local major newspapers and will be of sufficient size to be easily seen by readers. They will also be advertised on at least two local major radio stations which have markets in the City of North Bay Village. These announcements will be aired a minimum of four (4) times daily during the period with peak listeners for a minimum of thirty (30) seconds each and be run a minimum of three (3) days per week. DRC understands that all public notices must be approved by the City of North Bay Village prior to release. The notices will contain a description of the work, how debris should be placed on the right of way, what eligible debris is, and the schedule for removal.

## ***LOADING AND HAULING OPERATIONS***

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All field supervisors shall ensure that all debris disposal-hauling operators are licensed and/or certified to operate required equipment. All debris disposal operators will be given area maps designating assignment/authorized areas of operations as well as transport routes designated and/or approved by the Government. All debris disposal haul operators shall visibly display colored placards provided by DRC and, if applicable, the Government. Any signs provided by the government will be displayed on both sides of the forward most section of the vehicle bed, unless otherwise directed by the government task order. Colored paper signs/passes will be displayed in the driver's side windshield of each vehicle. The color of the sign/pass is subject to change, without notice, to ensure quality control measures and regarding authority to exit work sites and enter disposal site(s).

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All debris disposal haul operators shall maintain the numbered debris hauling/transportation documentation/verification form. Each form contains directions, which should be followed. All supervisors will be responsible to ensure that all employees utilizing and/or inputting information on the form are procedurally trained. It will be each supervisor's responsibility to maintain a supply of the required number of forms. All debris disposal operators will maintain daily ticket/haul records to be turned into field supervisors, with copies of load tickets at close of business each day.



All debris will be picked up and loaded into haul trucks in a safe and workman-like manner to ensure compliance with the Corporate Accident Prevention Plan as part of the Corporate Safety Plan. *Safety will not be compromised.* All crew foreman and field supervisors will be responsible to ensure a rapid and cost effective as possible operation. Hand crews, to ensure maximum loading and safe transport of material, will size all vegetative debris. All construction and demolition materials will be sized using heavy equipment to ensure maximum loading and safe transport of materials within EPA and DOT standards. Obvious hazardous materials will be dealt with in accordance with the Government task order and the Corporate Environmental Protection Plan and in compliance with the Corporate Accident Prevention Plan as part of the Corporate Safety Plan. Traffic control personnel, with appropriate traffic control safety equipment, will be stationed at each approach point of the work area to maintain traffic control and prevent personal injury to ensure compliance with the Corporate Accident Prevention Plan as part of the Corporate Safety Plan. Additional traffic control personnel will be stationed throughout the area, as needed, to ensure safe operations.

This operation specifically entails the recovery and removal (pick-up and hauling) of all eligible debris from public easements, property and rights-of-way to designated TDMS and/or directly to a final disposal site. Eligible debris is typically that debris which was either generated directly by the event or as a result of the event, and is in the public Right of Way and not on private property:

1. Vegetative debris (stumps, logs and limbs)
2. Construction and demolition (C&D) debris
3. Metallic debris
4. White goods (refrigerators, air conditioners, washers and dryers, etc.)
5. Electronics
6. Household Garbage
7. Hazardous and toxic wastes (HTW) (industrial, commercial and household)
8. Asbestos Containing Material (ACM)

The equipment and personnel utilized for each operational phase will vary by the type, quantity and location and proposed disposal and/or reduction method of the debris. In all operations, regardless of type of debris, appropriate personal protective equipment for personnel is critical and will be employed.

DRC will cover loads with tarpaulins to contain debris.



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Debris not defined as eligible by FEMA Publication 325 or State or Federal Disaster Specific Guidance or policies will not be loaded, hauled, or dumped under the contract unless written instructions are given to the DRC by the Village Debris Manager or his authorized representative.

## ***PRIVATE PROPERTY DEBRIS REMOVAL***

FEMA may extend public assistance to private property debris removal when it poses a threat to the public. When requested, DRC will initiate and manage a Right of Entry (ROE) program to remove debris on private property and/or demolish private structures that present a public safety hazard. Access must be granted by the property owner prior to entering their property, unless there is an immediate threat to the lives, health and safety of the Village's citizens.

DRC will not enter onto private property during the performance of this the contract unless specifically authorized by the Village Debris Manager or his authorized representative in writing.

## ***DEMOLITION***

DRC Emergency Services, LLC employs many experienced supervisors, project managers, operators, and other technicians, many of whom have many years of experience in the demolition field. Demolition projects will be staffed with a Superintendent to oversee daily operations and a Project Manager responsible for subcontractor relations, schedule maintenance, and coordination with the Village.

All demolition operations will be conducted in a safe, environmentally responsible manner, in accordance with the requirements of the local government. Operations will proceed with the disconnection of utilities to all structures. The structures will then be demolished to the slab on grade level. Structures will be removed completely prior to the removal of any street or curb improvements, so that a clean and durable means of ingress and egress can be maintained during demolition operations. Slabs on grade will be excavated and removed. Once a structure has been completely removed, the area will be stabilized using the best management practices (DMP).

Existing structures will be demolished using conventional construction equipment such as excavators, track loaders and bull dozers. Concrete slabs will be excavated using track type excavators and hammers (if necessary) and will then be crushed on site using portable concrete crushing technology. Debris and recycled materials will be removed from the site using dump trucks.

## ***REMOVAL OF HAZARDOUS STUMPS***

Throughout its history, DRC has been activated on hundreds of contracts which require the removal of hazardous stumps. Typically the stump removal is included in the final pass of the ROW phase of the project. Stumps that are smaller than the minimum required to be billed under the stump line item will be hauled at the vegetative debris rate. For the stumps that qualify for billing under one of the stump line, the hazardous stump removal process begins by the monitoring firm or Village representative measuring the stump and issuing a ticket with the stump measurement. DRC will then remove the stump and haul it utilizing the same equipment used to haul the vegetative debris. If the stump is too large to be hauled in this manner, a dedicated stump removal crew with a larger piece of loading equipment (typically a rubber tired front end loader) and a flatbed trailer will be used to load and haul these large hazardous stumps. All proper work zone safety and traffic control will be used during this process. After extracting the hazardous stumps, DRC crews will backfill the holes with the proper soil type.

A stump may be determined to be hazardous and eligible for Public Assistance grant funding as a per-unit cost for stump removal if it meets all of the following criteria:

- It has 50 percent or more of the root-ball exposed (less than 50 percent of the root-ball exposed should be flush cut);
- It is greater than 24 inches in diameter, as measured 24 inches above the ground;
- It is on improved public property or a public right-of-way; and
- It poses an immediate threat to life, and public health and safety.

## *HAZARDOUS TREE AND LIMB REMOVAL*

DRC Emergency Services has extensive experience in the removal of downed trees, felling damaged trees and clearing of vegetative debris. In all aspects of this work DRC ensures its employees work in a safe and efficient manner, utilizing the most appropriate equipment and best work practices.

An eligibility determination shall be made by the jurisdiction or its representative using the following criteria:

\* A tree is considered "hazardous" if its condition was caused by the disaster; if it is an immediate threat to lives, public health and safety, or improved property; and if it is six inches in diameter or greater, when measured two feet from the ground; and one or more of the following criteria are met:

- It has more than 50 percent of the crown damaged or destroyed.
- It has a split trunk or broken branches that expose the heartwood.
- It has fallen or been uprooted within a public use area.
- It is leaning at an angle greater than 30 degrees.

Trees determined by the jurisdiction to be hazardous and that have less than 50 percent of the root-ball exposed should be cut flush at the ground level. The cut portion of the tree will be included with regular vegetative debris. The eligible scope-of-work for a hazardous tree may include removing the leaning portion and cutting the stump to ground level.

Right of way (ROW) removal of dangerous hanging limbs (hangers)

Criteria for the removal of hangers will be determined by the jurisdiction using the following criteria:

Limbs must be:

- Greater than 2" in diameter
- Still hanging in a tree and threatening a public-use area (trails, sidewalks, golf cart paths)
- Located on improved public property

All hazardous limbs in a tree should be cut at the same time, not in passes for particular sizes. DRC specialized equipment, such as Giraffes or circular telescoping trimming apparatus that is capable of making hundreds of cuts in a ten hour day.

Downed trees will be removed utilizing a combination of ground crews and equipment, the exact mix of which will depend on the disposition of the debris material. For example, trees on roadways will first be moved to the right-of-way (ROW) with heavy equipment (e.g. front end loader, excavator, skid-steer loader) before being cut by a ground crew into portions which can be placed in self-loading knuckle-boom trucks.

Eligible trees off the ROW will be pulled towards the roadway with heavy equipment before being reduced to an appropriate size and placed in self-loading trucks.

Standing or leaning damaged trees will be felled to the ground before reduction and loading, as described above. The felling of trees will be by certified fallers with chainsaws or with tree felling equipment (e.g. Hydro-Ax) and on some occasion Feller-bunchers, depending on location, access and size.

Vegetative debris on the ground will be handled as described for downed trees, with equipment used to pile the debris on the ROW where it can be accessed by self-loading trucks for removal and disposal.

DRC places safety above all else in all its work and all employees on site will be trained for their specific tasks. Appropriate personal protective and safety equipment (PPSE) will be worn at all times (e.g. head, hearing and hand protection) on the job site. Chainsaw operators shall be required to wear approved leg (chaps) and foot protection in addition to the mandatory PPSE.

Only designated, qualified personnel shall operate machinery and mechanized equipment. Machinery or equipment shall not be operated in a manner that will endanger persons or property, nor shall the safe operating speeds or loads be exceeded.

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All machinery and equipment shall be inspected daily to ensure safe operating conditions: Certified personnel will conduct the daily inspections and tests. Tests shall be made at the beginning of each shift during which the equipment is found to be unsafe, or whenever a deficiency which affects the safe operation of equipment is observed, the equipment shall be immediately taken out of service and its use prohibited until unsafe conditions have been corrected. Records of tests and inspections shall be maintained at the site by the contractor, and shall be made available upon request of the designated authority, and shall become part of the project file.

DRC Emergency Services, LLC and its subcontractors, own substantial trucks and specialized pieces of heavy equipment, attachments and support equipment specifically designed for emergency response. DRC and/or their subcontractors have national priority contracts with multiple national equipment leasing companies and subcontractors and/or independent contractors through which hundreds of trucks and/or pieces of heavy loading equipment are available to supplement DRC's and/or the subcontractor's fleets.

## ***CANAL/WATERWAY DEBRIS REMOVAL***

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Waterway debris removal consists of removing all wet debris from the water surface down to the sediment bottom from within the waters and lands of the Village, transferring the debris to land based trucks and hauling temporary debris storage sites. DRC ES will mobilize small barges, marsh buggies, airboats and additional small watercraft from existing marinas and public/private access points. Due to the shallow water depths and tidal movement, we propose to use smaller watercrafts that are configured to work in these draft environments. Marine debris shall be removed, handled, transported, and disposed of in accordance with OSHA, and all applicable federal, state and local laws, codes, regulation and procedures.

## ***MAJOR DEBRIS TYPES AND SPECIALIZED REQUIREMENTS***

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All debris will be processed and segregated into the following five main categories:

### ***VEGETATIVE DEBRIS***

Vegetative debris operations equipment may include, but is not limited to: rubber tired loaders with buckets, rakes or grapples; rubber tired excavators with grapples or thumbs; tele-handlers; track type loaders with rakes, grapples (to be utilized only under certain permitted conditions); trailer or truck mounted knuckle booms with grapples or clam shells; self-loading trucks (knuckle boom with grapples or clam shells); farm type tractors with box blades, flat blades or brooms; bobcat type loaders; bucket trucks with 50' booms for hazardous tree and limb trimming (including Hanger and Leaners located on improved public property, overhanging and threatening a public use area or a possible threat to traffic); 30 ton or larger cranes to remove heavy stumps and or trunks; haul trucks ranging in size from 16 to 120 cubic yard capacity; roll-off dumpsters; flat-bed tractor trailers to transport equipment or stumps and oversized tree trunks, fuel and service trucks.

Vegetative debris operations personnel requirements may include, but are not limited to, equipment operators; superintendents with trucks; foremen with trucks; operators with chainsaws; traffic control personnel; general laborers with tools; safety personnel; mechanics; hazardous materials technicians; documentation personnel; quality assurance personnel and project managers.

### ***CONSTRUCTION AND DEMOLITION (C & D) DEBRIS***

C&D debris operations may use the same equipment as for vegetative debris. Curbside separation by the contractor and public is important to ensure proper segregation of vegetative and C&D debris and to segregate any hazardous and/or household hazardous waste. A debris pick-up and haul operation that is primarily focused on C&D debris may also require equipment such as: D-6 or larger dozers; track-type excavators with impact hammers, electromagnets and/or concrete shears and/or grapples and other specialized equipment to segregate or prepare the debris for transport. The personnel requirements for C&D debris operations are similar, if not identical, to those of vegetative debris operations. DRC and its subcontractors own or have access to the equipment required for these

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services, including front-end loaders, excavators, rubber-tired backhoes, most with grapples, knuckle boom loaders, dump trucks, dump trailers and service trucks.

## *METALLIC DEBRIS AND WHITE GOODS*

White goods can present a difficult dilemma to the recovery efforts. If white goods contain Freon, the Freon must be removed before it is accidentally released into the air in violation of the U.S. Environmental Protection Agency regulations. Typically, white goods are moved to TDMS prior to Freon removal so the removal activities can be more effectively monitored and thoroughly controlled. Freon is then removed by a licensed Freon recycler and the white goods are crushed or shredded in the recycling program.

White goods recovery (pick-up and haul), with the exception of white goods requiring Freon recovery, is treated and accomplished as though it were either C&D debris or recyclable debris, dependent upon the final disposal source. Each Freon containing piece of white goods should be hand or mechanically loaded in such a way as to not allow crushing of the Freon lines or premature release of the Freon. Equipment and personnel would also be treated as a C&D debris or recyclable debris operation, dependent upon the final disposal source. DRC has extensive experience with white goods and Freon recovery. DRC recovered, shred and removed an estimated 80,000 pieces of white goods in one major storm alone.

Removal of Freon, chemicals, food, and/or fluids from white goods will be accomplished only by properly licensed and credentialed personnel.

## *HOUSEHOLD HAZARDOUS WASTE AND HAZARDOUS TOXIC WASTE*

Hazardous and toxic waste (HTW and HHW) is a special operational aspect that must be accomplished with very precise, pre-established standards and regulations. Safety to the workers, government employees and the citizens of the area is paramount. With this in mind, DRC works with its specialized subcontractors to establish and implement proper handling procedures for HTW and HHW, including household hazardous waste, which, after a disaster, may become concentrated and no longer considered de minimis. These procedures include the segregation and removal of HTW and HHW from the debris stream at the curbside, prior to the recovery of other debris and sorting and additional recovery of HTW and HHW within each TDMS. Recovered HTW and HHW is removed to a proper disposal site or temporarily stored in the HTW and HHW disposal areas constructed within each TDMS as required. DRC will set up a lined containment area and separate any Household Hazardous Waste inadvertently delivered to a debris management site and will be responsible for the removal and disposal of this hazardous material. Commercial and industrial hazardous waste such as chemicals, gas containers, transformers, and any other form of hazardous or toxic matter will also be set aside for collection and disposal.

HTW must be collected, handled and disposed of by specially trained HAZMAT technicians. In addition, DRC may utilize national or regional firms who are fully licensed and accredited to manage, handle and dispose of HTW. These firms may be utilized by DRC and/or DRC Environmental, Inc. for professional and immediate HTW recovery support on an emergency basis.

## *ASBESTOS CONTAINING MATERIALS*

Known or suspect asbestos containing material will be segregated from other debris and handled only by licensed and certified asbestos contractor/supervisors, of which DRC has several on staff. ACMs will be encapsulated for hauling, in accordance with OSHA and EPA regulations, and brought directly to an asbestos accepting disposal facility.

All special wastes will be handled according to the removal and disposal specifications of The City of North Bay Village, and will conform to all local, state, and federal environmental, legal, and transportation regulations and will be performed only by licensed, certified, and otherwise properly credentialed personnel and/or subcontractors.



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## *TEMPORARY DEBRIS MANAGEMENT SITE OPERATIONS*

### *STAGING*

Within 24 hours of Task Order, personnel and equipment will be deployed to establish a TDMS at locations identified



in conjunction with The City of North Bay Village. The operation may include, but is not limited to the building of roads, erecting of fences, construction of containment areas, and placement of inspection towers. At minimum, the TDMS equipment and crew may consist of: Air Curtain Incinerator, one trackhoe, two dozers, two towers, five 16-20 cubic yard dump trucks, one rubber tired loader, one water truck, one motor grader, tub grinder, one site manager, one-night manager, eight equipment operators, two supervisors, five laborers, light plants, and possibly a HTW containment systems.

DRC shall provide all specified equipment, operators, and laborers for TDMS management, debris reduction operations, and provision of

an Automated Debris Management System.

TDMS teams will also secure all necessary clearances, permits, and licenses to operate the site(s) and will submit Site Plans to The City of North Bay Village complete with Site Specific Safety and/or Accident Prevention Plans, a Traffic Control Plan to properly manage site ingress and egress, a Dust Control Plan, and/or a Fire Prevention Plan. Within 48-72 hours, TDMS location(s) will be fully operational complete with ingress and egress points, inspection towers, water runoff protection, and containment berms and/or geotextile

The inspection of every load, in and out, is critical to the documentation of the overall process. The TDMS inspection towers provide a location for load verification and documentation programs of all incoming and outgoing debris. Once documented, all debris is processed in accordance with applicable local, state and federal rules, standards, and regulations.

### *MAINTENANCE/FUEL VEHICLES AND PERSONNEL*

Maintenance/fuel vehicles will be assigned and manned as needed to provide an adequate supply of fuel to maintain equipment operations. Maintenance/fuel vehicles will be assigned and manned as needed to provide all required field maintenance.

### *SITE SAFETY PLAN*

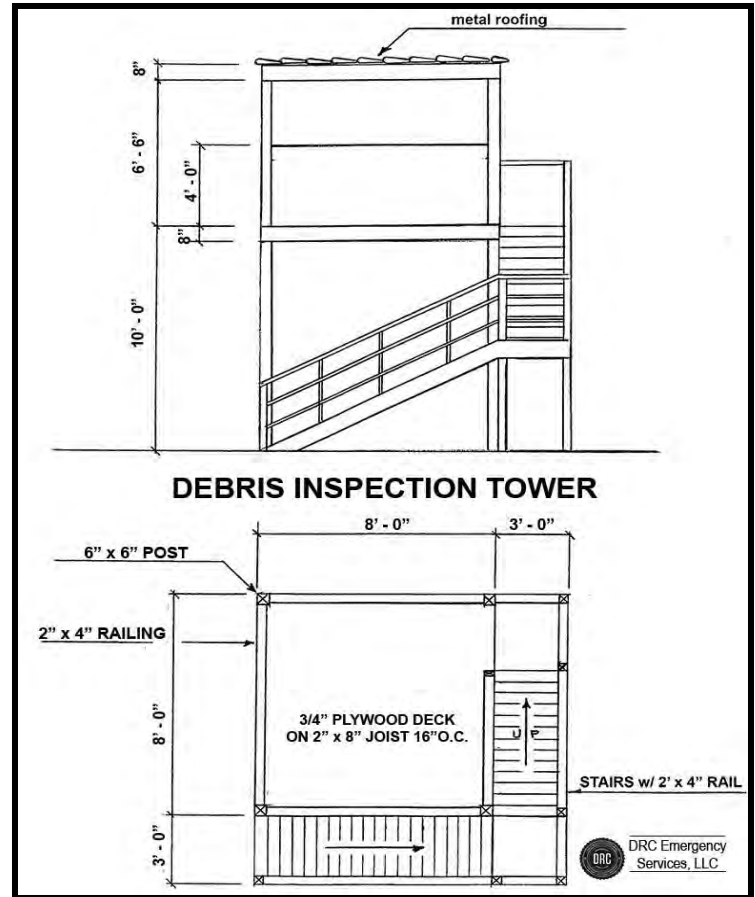
The following information will be utilized to create a location specific site management plan and site safety plan.

- **Site Access** - Separate points of ingress and egress should be established if possible. Temporary acceleration and deceleration lanes should be established adjacent to the primary road leading to and from site access points, approved by The City of North Bay Village. All temporary roads leading to and through the debris-staging site should be constructed and maintained for all weather use.

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- **Inspection Towers** - Inspection towers shall be constructed to facilitate observation and quantification of debris hauled for storage at debris staging sites. No less than two inspections towers should be utilized at each debris-staging site. One tower at point of ingress for use by company inspector and Government inspector, one tower at the point of egress to ensure all debris hauling trucks are in fact empty upon leaving the site, one tower may be utilized if ingress and egress point is the same. The egress tower shall be manned by at least a representative of DRC.

- **Traffic Controls** - Traffic control personnel, with appropriate traffic control safety equipment, will be stationed at the ingress observation tower to maintain vehicular and pedestrian traffic control. Additional traffic control personnel will be stationed throughout the site, as needed, to enforce proper dumping and prevent personal injury to ensure compliance with the Corporate Accident Prevention Plan as part of the Corporate Safety Plan.



- **Clearing and Grading** - Clearing and grading of debris staging sites will be accomplished, to the level required, in accordance with the site management plan and task order from The City of North Bay Village.
- **Environmental Protection** - DRC's "Environmental Protection Plan" will be followed to ensure compliance with required standards (Clean Water Act, Storm Water Act, Resource Conservation and Recovery Act, Superfund Amendments, Reauthorization Act and others). The plan outlines procedures concerning erosion control, hazardous and toxic wastes and dust and smoke control and is available for review upon request.

## DEBRIS STORAGE AREA

Debris will be segregated into 5 main areas of concern as follows unless otherwise instructed by the Government:

### *VEGETATIVE DEBRIS*

Vegetative debris will be cleaned of C&D debris to the extent possible to facilitate compliance with requirements for reduction of vegetative debris.

### *CONSTRUCTION AND DEMOLITION (C&D) DEBRIS*

C&D debris will be dampened prior to dumping and periodically as needed, to comply with Local, State and Federal EPA standards.

### *RECYCLABLE/SALVAGE*

Recyclable/salvageable materials will be stock piled in accordance with Government task order.

### *WHITE GOODS*

White goods will be stock piled in accordance with Government task order.

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## ***HAZARDOUS AND/OR TOXIC WASTES (HTW)***

HTW will be segregated and stored in a Government approved containment area. All site personnel will receive a safety briefing regarding operations involving HTW to prevent personal injury and ensure compliance with the Corporate Accident Prevention Plan as part of the Corporate Safety Plan. HTW containment site perimeter will be posted and secured for personnel safety.

## ***DEBRIS REDUCTION METHODS***

### ***GRINDING AND/OR CHIPPING OPERATIONS***

Grinding/Chipping is DRC's preferred debris reduction method, as it encourages resource conservation through the salvage of wood chips for renewable energy. All vegetative debris will be reduced through grinding and/or chipping, rather than by burning operations.

Although this operation is preferred for environmental purposes, however, it is the most time consuming and costly reduction method due to material handling, hauling and disposal costs after grinding and/or chipping operations have been accomplished. Grinding and/or chipping operations of C&D materials are prohibited by and within numerous jurisdictions. Grinding and/or chipping operations will be accomplished on the type of debris (vegetative and/or C&D) as directed by government task order. Grinding and/or chipping of vegetative debris will be accomplished on the piles of vegetative debris as set out below.

Vegetative debris will be placed into two separate piles. The first pile will be the dumping point until a sufficient quantity has been accumulated to commence a continuous reduction operation. The second pile will be started and accumulated until the reduction of the first pile has been completed at which time dumping of vegetative debris on the second pile will cease and the first pile will be replenished. This rotation will continue until reduction is complete.

### ***OPEN AIR BURNING***

Open air burning of disaster related debris is prohibited within numerous jurisdictions. Open air burning will be accomplished on vegetative debris and/or clean woody debris only when directed by government task order. Under no circumstance will open air burning be conducted on C&D debris that is known, considered or suspected, by owner or DRC, to contain environmental/health hazardous materials (i.e. asbestos, arsenic, etc.). All appropriate fire protection measures will be established and maintained in accordance with the site management plan, site safety plan and the government task order. All personnel involved in open air burning operations will receive safety training pertaining to this to ensure compliance with the Corporate Accident Prevention Plan as part of the Corporate Safety Plan. Open air burning will be conducted above ground level. No open-air burning will be conducted within 1000 feet of a structure or within 100 feet of the debris pile. An area of not less than 100 feet surrounding each burn site will be cleared of all combustible materials and marked to delineate the area as restricted.

### ***AIR CURTAIN BURNING***

This method of burning will be used for reduction on vegetative debris and clean woody debris only, unless otherwise directed by government task order. Under no circumstance will air curtain burning be conducted on C&D debris that is known, considered or suspected, by owner or DRC, to contain environmental/health hazardous materials. All appropriate fire protection measures will be established and maintained in accordance with the site management plan, site safety plan and the government task order. All personnel involved in air curtain burning operations will receive safety training pertaining to this to ensure compliance with the Corporate Accident Prevention Plan as part of the Corporate Safety Plan. Air curtain burning will be conducted below ground level in a below ground pit, and above ground when geographically necessary. If above ground burning is required it will be conducted in an approved container suitable for the operation. If a below ground pit is used it shall be at least 8 feet, and no more than 20 feet, in depth and will be no wider than 1.1 times the width of the air curtain nozzle and no longer than 10-12 feet (15 feet maximum). No air curtain burning will be conducted within 1000 feet of a structure or within 100 feet of the debris pile. An area of not less than 100 feet surrounding each burn site will be cleared of all

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combustible materials and marked to delineate the area as restricted. All burning will be accomplished as set out in the US Army Corps of Engineers "DISASTER GUIDEBOOK."

## **ASH DISPOSAL AREA**

At the end of each burning cycle, the ash residue from the burning operations shall be removed from the burning area and placed in a pre-identified Ash Disposal Area. The burning operations personnel will use this area to temporarily store the ash material prior to final disposal. Ash residue will be tested in accordance with the soil testing procedures in DRC's Environmental Protection Plan (EPP) to determine if there is a need to install a ground-water protection barrier in the Ash Disposal Area. Should a liner be required, an impervious layer of clay and/or limestone should be utilized to protect the aquifer (ground water) from potential contamination. Control of dust produced as a result of handling and/or storage of ash residue will be accomplished in accordance with the appropriate requirements of the EPP. Once the ash residue has reached a quantity requiring disposal, samples of the ash will be taken and examined in accordance with the EPP to establish the requirements for disposal (Class I Subtitle D Landfill vs. Class III Landfill vs. agricultural recycling techniques).

## **FINAL DEBRIS DISPOSAL**

DRCES normally conducts the final disposal of all debris, reduced debris, ash residue and other products of the debris management process in accordance with the applicable Federal, State and local laws, standards and regulations. The identification and acquiring of the final disposal locations will be at the direction of the contracting officials, with DRCES assistance if requested. Final disposal locations can vary from Class I to Class III landfills, to the above-mentioned after-market locations (metal recyclers, municipal recycling facilities, mulching operations, mulch incineration programs, co-generation plants etc.) DRCEs and the government's inspectors assigned to the final disposal site will maintain disposal records and documentation during the entire disposal process.

## **RECYCLING STRATEGIES**

### **VEGETATIVE DEBRIS**

Vegetative debris such as trees, stumps, brush, and leaf and yard waste make up the largest portion of the debris produced during tornadoes, hurricanes, and other natural disasters. Vegetative debris can be collected, stockpiled, and processed to the specifications of a mulch or boiler fuel product. Although some local governments have purchased wood processing equipment, others find it more cost effective to contract out the services.

### **AGGREGATES**

Large amounts of aggregate debris such as asphalt pavement and concrete may result from the destruction of roadways during disasters. These materials can be collected, stockpiled, and processed to the specifications for road base aggregate or solid fill material.

### **CONSTRUCTION AND DEMOLITION DEBRIS**

Another large component of disaster debris is the construction and demolition (C&D) material that results from the destruction of homes, commercial and non-commercial buildings, and other structures. The materials produced from these sources may include wood, aggregates, metals, gypsum, plastics, and other miscellaneous components. These materials can be managed by using existing recycling facilities, and supplemented by establishing temporary C&D processing sites in areas where adequate recycling infrastructure does not exist.

### **WHITE GOODS AND E-WASTE**

Electronic waste is devices or components thereof that contain one or more circuit boards and are used primarily for data transfer or storage, communication, or entertainment purposes. Televisions, computer monitors, DVD players, video cameras, fax and copy machines, video game consoles, radios, cell phones, etc. Electronics contain a hodgepodge of metals and materials that can be dangerous, given the large numbers that are likely to be thrown out in a hurricane's aftermath. Older electronics can contain lead, chromium, cadmium, mercury, nickel and zinc, all toxic to humans. However, a number of materials like metals and plastics in electronics can be recycled, reducing pollution while saving energy and resources. Freon and metals recovered from white goods are thoroughly recyclable and



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marketable. Revenue generated from the recycle of such wastes is typically returned to government entity following cost.

Other innovative recycling strategies DRC will explore depending on the setting and scope of an event:

## *COMPOSTING TO PRODUCE VALUABLE FINES AND TO DE-CONTAMINATED MATERIALS*

Wood chips, contaminated sediments, and other organic debris may be blended into windrows for thermal composting, such as is used to recycle green waste in many cities, and to decontaminate hydrocarbon-affected soils in remedial actions. Windrow turners mix and oxygenate the organic materials. Other, more-compact composting methods are also available using containerized systems. The end result is humus, which may be used for wetlands restoration, soil building, and mulch.

## *SEGREGATION OF BRICKS AND AGGREGATE FOR LOW-GRADE STRUCTURAL USES*

Solid materials such as brick, fractured brick, cinder block, and aggregate may be segregated from the waste stream and used for structural applications such as erosion control, diversion features, landscape elements, and light-duty pavements.

## *RECYCLING OF GLASS AND CERAMICS INTO DURABLE FINES*

Bottles, windows, and wall elements may be ground into sand-like fines for structural applications as described above, and for wetlands restoration and beach renewal.

## *RECOVERY OF COPPER AND OTHER METALS*

Copper wire and other metals may be separated and profitably recycled into new wires, signs, and light-duty structures, as was done by Florida Power and Light after Hurricane Andrew.

## *PRODUCTION OF BIOFUELS FOR DISTRIBUTED USE*

The organic fraction of the debris stream may be pulverized and fashioned into high-BTU pellets, or anaerobically digested into natural gas. The production and sale of refuse-derived energy is economically rewarded because renewable energy credits may be sold along with the energy produced. While this may involve an out-of-state company with significant experience in this area, the Subcommittee is mindful that a local project developer should remain involved.

## *TEMPORARY DEBRIS MANAGEMENT SITE CLOSEOUT*

Restoration is conducted during the closing of each TDMS. The scope of remediation is determined during operation and closure, by terms of the land lease (if any), or government directive or task order. Remediation consists of final removal of all debris (including residual debris), removal and remediation of HTW, abatement of any safety and/or environmental concerns (to include environmental testing and/or monitoring, if required), the removal of temporary structures (including any inspection towers), grading and leveling, removal of roads and fencing, if appropriate, and potentially grassing or seeding of the site, if required, to documented pre-use condition.

## *DOCUMENTATION AND INSPECTION*

A narrative description shall be prepared for each site. Sketches and/or drawings (basic) shall be produced to illustrate the current condition of the site and its contents, as well as content location. Still photographs or video will be taken of each site, both ground level and aerial, to additionally illustrate the pre-use condition of the site and its contents. Environmental Sampling to include:

- Random soil samples, surface and sub-surface, may be taken and sealed in containers for comparison with post-use samples taken at the time of site closure when possible contamination is evident.
- Prior to sealing these samples, a small portion of each sample will be field tested to determine the presence of contaminants prior to use of the site.
- On-site and off-site samples will be taken of any water source.
- Water source samples will be stored and tested using the criteria stated above.

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- Samples of both water and soil will be taken in accordance with the above standards after operations have ended (post use samples).
- Post use samples and pre-use samples will be tested in the Corporate Laboratory and/or another Certified Laboratory to determine the presence of contaminants.

Should contaminants be identified in the pre-use field test, a determination of whether or not a particular site or area of a site should be utilized will need to be made by DRC Senior Management and the client representative. Should contaminants be identified in post use test results that were not present in pre-use test results, remediation of the site or area of the site will be accomplished in accordance with Federal, State and local regulations as well as current industry standards.

Storm debris management by DRC is subject to inspection by the governmental contracting entity and/or any Public Authority in accordance with generally accepted standards, to insure compliance with the contract and applicable local, state and federal laws. DRC will, at all times, provide the government access to all work sites and disposal areas and will cooperate completely with Government Inspectors. In addition, authorized representatives and agents of any participating Federal or state agency are encouraged to inspect all work and materials. DRC and the government shall have in place at the TDMS, personnel to verify the contents and cubic yards of all vehicles entering the TDMS. Records are maintained for each load entering the TDMS, its cubic yardage is verified, and each vehicle leaving the TDMS is viewed to verify that the contents have been emptied. DRC and the government monitor the material to determine that the load consists of eligible storm debris. DRC and the government have in place at the pickup site, personnel to verify the contents, location, date and time of the vehicles departing for the TDMS and issuance of the load ticket to ensure the eligibility of the debris. Prior to use, DRC recommends that the government, including FEMA, if possible, establish and record the certified cubic yard capacity and perform a safety inspection of each haul vehicle. DRC recommends that all measurements be conducted by government personnel or independent third parties, and not DRC or the subcontractor. DRC has in the past provided disposal tickets, field inspection reports, and other data and/or forms sufficient to provide substantiation for Federal (FEMA, etc.) and State reimbursement to its government clients. DRC personnel and subcontractors have worked closely with various State Emergency Management Agencies, the Federal Emergency Management Agency and other applicable State, local and Federal Agencies to ensure that eligible debris collection and the data documenting is sufficient and appropriately addressed.

## ***OPERATIONAL ENVIRONMENTAL PROTECTION***

All work performed at and/or in relation to a debris-staging site will be performed in a skilled and workman-like manner. All debris staging site operations shall be conducted in accordance with the Company's Environmental Protection Plan and to ensure compliance with the Corporate Accident Prevention Plan as part of the Corporate Safety Plan.

## ***CLOSURE PROCEDURES***

Pre-use inspection and documentation information shall be utilized as a guide to restore each site to pre-use condition.

## ***REMOVAL OF TEMPORARY STRUCTURES***

All temporary structures such as fencing, inspection towers, temporary offices, sanitary facilities, etc., shall be removed from each site.

## ***RESTORATION OPERATIONS***

Each site shall be graded, as required to return the topography to pre-use elevations, unless otherwise directed by Government task order. Each site will be restored to pre-use condition by seeding, fertilizing and laying of straw as well as replacement of agreed-upon shrubs and/or trees.

## ***CLOSURE DOCUMENTATION***

The procedures described in Section F3 of this plan shall be followed for closure documentation.

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## **REMOVAL OF DEBRIS**

Debris residue, not taken to the appropriate disposal site during debris disposal operations, shall be collected, recorded and hauled to the appropriate disposal site. DRC or a licensed hazardous waste remediation company shall be retained to accomplish the removal of all hazardous and/or toxic waste from each site if not already accomplished under separate agreement by the Government.

## **FINAL INSPECTION, RELEASED AND ACCEPTANCE OF GOVERNMENT AND/OR LANDOWNER**

DRC's Senior Management, the Supervisor responsible for a particular site, the Government's Representative and if applicable, the landowner shall constitute an inspection team. The Company Supervisor responsible for the applicable site shall have, for examination by all Inspection Team members, the documentation package to include pre-use and closure inspection documentation as well as all chronological documentation created during the operational period. After all inspection team members accept the post-closure condition of each site, a release and hold-harmless for the Company shall be signed by the Government and/or landowner, releasing DRC of any further responsibility and liability.

## **ACCOUNTING AND DOCUMENT MANAGEMENT**

DRC's invoicing procedure is as follows:

- Load tickets are received, logged, and then scanned into DRC's database system. Tickets are then entered and audited for accuracy.
- Invoice is worked up along with the ticket data backup.
- The reconciliation process then takes place with either the Monitoring Firm or the reconciliation contact with the municipality (if there isn't a Monitoring Firm).
- Once the invoice and ticket data has been 100% reconciled, the Monitoring Firm, or the reconciliation contact with the municipality, then recommends the invoice to FEMA for payment.
- Frequency: The invoicing is usually done on a weekly basis

## **REQUIRED DOCUMENTATION**

DRC ES shall submit daily progress and quality control reports to the governing entity for all activities. Each report would contain, at a minimum, the following information:

- Letterhead with DRC name and contact information
- Report Date
- Location of completed work
- Location of work for next day
- Daily and cumulative hours for each piece of equipment and crew (Emergency Clearance)
- List of roads that were cleared (Emergency Clearance)
- Number of Crews (including number of trucks and loading equipment)
- Daily and cumulative totals of debris removed, by category
- Daily and cumulative totals of debris processed, to include method(s) of processing and disposal location(s)
- Daily estimate of hazardous waste debris segregated, and cumulative amount of hazardous waste placed in the designated holding area
- Number of hazardous trees and hanging limbs removed.
- Problems encountered or anticipated

Typically, Daily Reports are co-signed by the governing entity's inspector to verify work performed. In addition, the governing entity receives an original copy of all load tickets and receives and verifies for co-signature, a Daily Reconciliation Sheet listing each load ticket, the truck number, crew number, street, truck volume, percent full, credited volume of debris removed and the total volume removed for the day. This Daily Reconciliation Sheet is typically verified by the governing entity and can become the invoicing document for the Contract.

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## ***DOCUMENTATION AND RECOVERY PROCESS***

Prior to the beginning of the hurricane season, DRC will meet with the City of North Bay Village and the Debris Management Monitor to finalize and test the processes for inspection and documentation that are to be used during the response and recovery phase of debris removal. At all times, DRC will provide the City of North Bay Village access to all work sites and disposal areas. DRC, the City of North Bay Village and the Debris Management Monitor will have in place at the TDMS personnel to verify and maintain records regarding the contents and cubic yards of the vehicles entering and leaving the TDMS. The Debris Management Monitor will coordinate data recording and information management systems, including but not limited to:

- Prepare detailed estimates and submit to FEMA for use in Project Worksheet preparation.
- Implement and maintain a disaster debris management system linking load ticket and TDSRS information, including reconciliation and photographic documentation processes.
- Provide daily, weekly or other periodic reports for the City of North Bay Village managers and the Debris Management Monitor, noting work progress and efficiency, current/revised estimates, project completion and other schedule forecasts/updates.

DRC will provide the following assistance:

- Recovery process documentation – create recovery process documentation plan
- Maintain documentation of recovery process
- Provide written and oral status reports as requested to the City of North Bay Village Debris Management Monitor
- Review documentation for accuracy and quantity
- Assist in preparation of claim documentation

DRC will provide all requested information to the Debris Management Monitor that is necessary for proper documentation and understands that copies of complete and accurate records are required for the receipt of federal funds and must be supplied to the Village. DRC will work closely with FEMA and other applicable State and Federal agencies to ensure that eligible debris collection and data documenting appropriately address concerns of the likely reimbursement agencies.

## ***PROMPT COMPLAINT RESOLUTION***

Within 24 hours of a damage report, an investigative team will be dispatched to determine the veracity and severity of the damage report. If validated, damages are repaired as quickly as physically possible, preferably commencing repairs on the day that the report is validated. If a subcontractor is involved, that subcontractor is asked to produce a plan to prevent further occurrences.



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## RECOVER

In addition to providing for the recovery of the physical environment, DRC ES is also committed to assisting The City of North Bay Village, the overall recovery of its citizens and their economy. As such, DRC can provide an array of services to The City of North Bay Village that will enable both the Village and the citizens the means to establish a degree of stability and normalcy. Please see below for a list of additional service that can be provided:

### MARINE DEBRIS AND DERELICT VESSEL REMOVAL

Marine Debris and Derelict Vessels designated for removal will be identified using side-scan sonar. DRC has extensive experience with and will deploy side-scan sonar units to identify sub-surface marine debris. This approach provides for precise extraction of debris and does not disturb large areas of oyster beddings, or water bottoms. The Village will provide GPS coordinates to DRC. Each debris removal vessel will be equipped with a GPS and side scan sonar. Debris removal crews will identify debris locations using coordinates and on-board GPS units. Crews will then deploy side-scan sonar to fine tune debris location. Following debris extraction from water, crews will verify complete removal using side scan sonar. No debris will be removed other than that which is designated and approved for removal by the Village in advance.

### LAND BASED VEHICLE AND VESSEL REMOVAL

DRC has extensive experience in the recovery of post disaster vehicles and vessels initially in Guam and most recently following hurricane Karina in Louisiana. The Louisiana project involved the recovery of vehicle and vessels throughout the state of Louisiana and a specific projection for identification, return, and ultimate recycling.

Vehicle and vessel recovery programs typically involve multiple aggregation sites where the collected vehicles and vessels are systematically placed. The process varies from state to state, however, a notification process following legal guidelines is always a prominent part of the program. Additionally, fluids, tires, and Freon containing parts must be dealt with using an ecological method. Ultimately the goal of the program is the release of the vehicle and vessel to its proper owner and insurance companies with the balance of the units being recycled. In Louisiana, the proceeds from the scrap metal recycled reverted back to the state.

DRC and its subcontractors will have all recovery equipment and tow vehicles prepared to mobilize upon the first notification to recover vessels. Identified vessels will be removed within 72 hours of notification. Prior to moving all fluids will be drained into local, state and federally approved containers. Batteries will be disconnected.

### EXPERTISE IN THE REMOVAL OF DEAD ANIMALS AND PUTRESCENT DISPOSAL

Improper disposal of animal carcasses can contaminate drinking water sources or spread disease. It is DRC Emergency Services, LLC's policy to handle and dispose of animal remains with care and in accordance with all state and local regulations.

If possible, all identified carcasses should be disposed of within 48 hours of death. There are several approved methods for the disposal of animal carcasses:

- **Incineration** at a secure and pre-approved site.
- **Deposition** in a contained landfill approved for remains disposal.
- **Composting**, with approval, is a sanitary and practical method of carcass disposal.

Breakdown of the carcass occurs by bacterial degradation and yields an odorless, humus-like substance that can be applied to fields using common manure-spreading equipment. Fertilizer values typical of composted carcass material contain 25 lb. of nitrogen/ton, 13 lb. of phosphorous/ton, and 7 lb. of potassium/ton. The use of composting as a method for the disposal of carcasses often requires a permit from the state's Department of Agriculture. Properly

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designed composting systems have a positive environmental impact, reduce the amount of solid waste that may potentially be dumped into landfills, yield no air or water pollution, and require no chemical additives. The ingredients required for composting are simply moisture, air, bacteria, and a carbon source (straw, inedible feed, bedding material, and other materials).

Animal carcasses will be transported in a covered vehicle; the bed or tank will be constructed so that no drippings or seepage from the carcass can escape from the vehicle. Any animals found that are suspected to have died of a highly contagious, infectious, or communicable disease will be transported by certified professionals and in accordance with all state and local laws and regulations.

## ***BOTTLED WATER***

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DRC will provide the Village with whole pallets of individually bottled drinking water. The Village will instruct the Contractor as to the number of pallets needed, the location(s) for delivery, and the schedule for delivery. Multiple deliveries may be necessary. Delivery will be accomplished within 48 hours of request by the Village.

## ***EMERGENCY ICE***

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Upon receiving the Village 's written request, DRC will provide the Village with whole pallets of cubed ice made from potable water and packaged in individual bags between five (5) and ten (10) pounds. The Village will instruct DRC as to the number of pallets needed, the location(s) for delivery, and the schedule for delivery. Multiple deliveries may be necessary. The delivery vehicle may be required to conduct ice deliveries for several days.

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## PREVIOUS EXPERIENCE

### 10 YEAR PAST PERFORMANCE

2017	CONTRACTING AGENCY	DESCRIPTION OF WORK	CONTRACT AMOUNT
November	DTOP-Puerto Rico	Hurricane Maria Debris Removal (DR-4339)	Work in Progress
October	Miami-Dade County, FL	Site Management and Reduction of Temporary Debris Storage and Reduction Site - <b>Hurricane Irma (DR-4337)</b>	Est. \$5,000,000
October	North Miami Beach, FL	Debris Management and Reduction - <b>Hurricane Irma (DR-4337)</b>	Est. \$1,100,000
October	Monroe County, FL	Debris Removal - <b>Hurricane Irma (DR-4337)</b>	Est. \$8,900,000
September	Florida Department of Environmental Protection	Marine Debris Removal - <b>Hurricane Irma (DR-4337)</b>	Work in Progress
September	Brunswick, GA	Debris Removal - <b>Hurricane Irma (DR-4338)</b>	Est. \$470,000
September	Orlando, FL	Debris Removal - <b>Hurricane Irma (DR-4337)</b>	Est. \$490,000
September	South Pasadena, FL	Debris Removal - <b>Hurricane Irma (DR-4337)</b>	Est. \$10,000
September	Piney Point Village, TX	Debris Removal - <b>Hurricane Harvey (DR-4332)</b>	Est. \$21,000
September	Debary, FL	Debris Removal - <b>Hurricane Irma (DR-4337)</b>	Est. \$981,000
September	Inverness, FL	Debris Removal - <b>Hurricane Irma (DR-4337)</b>	Est. \$98,000
September	Indian Creek Village, FL	Debris Removal - <b>Hurricane Irma (DR-4337)</b>	Est. \$ 143,000
September	Bellaire, TX	Debris Removal - <b>Hurricane Harvey (DR-4332)</b>	Est. \$1,100,000
September	Pembroke Pines, FL	Debris Removal - <b>Hurricane Irma (DR-4337)</b>	Est. \$19,450
September	Daytona Beach, FL	Debris Removal - <b>Hurricane Irma (DR-4337)</b>	Est. \$ 816,000
September	Surfside, FL	Debris Removal - <b>Hurricane Irma (DR-4337)</b>	Est. \$ 104,000
September	Orange City, FL	Debris Removal - <b>Hurricane Irma (DR-4337)</b>	Est. \$ 428,000
September	St. Augustine, FL	Debris Removal - <b>Hurricane Irma (DR-4337)</b>	Est. \$312,000
September	DeLand, FL	Debris Removal - <b>Hurricane Irma (DR-4337)</b>	Est. \$1,200,000
September	Redington Beach, FL	Debris Removal - <b>Hurricane Irma (DR-4337)</b>	Est. \$5,000
September	Waller County, TX	Debris Removal - <b>Hurricane Harvey (DR-4332)</b>	Est. \$ 27,000
September	Cleveland, TX	Debris Removal - <b>Hurricane Harvey (DR-4332)</b>	Est. \$4,000
September	Doral, FL	Debris Removal - <b>Hurricane Irma (DR-4337)</b>	Est. \$ 48,800
September	Cutler Bay, FL	Emergency Cut & Toss - <b>Hurricane Irma (DR-4337)</b>	Est. \$ 98,500
September	Fernandina Beach, FL	Debris Removal - <b>Hurricane Irma (DR-4337)</b>	Est. \$805,000
September	Coconut Creek, FL	Debris Removal - <b>Hurricane Irma (DR-4337)</b>	Est. \$1,300,000
September	Largo, FL	Debris Removal - <b>Hurricane Irma (DR-4337)</b>	Est. \$525,000

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September	Fort Lauderdale, FL	Debris Removal - <b>Hurricane Irma (DR-4337)</b>	Est. \$6,400,000
September	Citrus County, FL	Debris Removal - <b>Hurricane Irma (DR-4337)</b>	Est. \$ 1,650,000
September	North Miami, FL	Debris Removal - <b>Hurricane Irma (DR-4337)</b>	Est. \$2,400,000
September	Miami, FL	Debris Removal - <b>Hurricane Irma (DR-4337)</b>	Est. \$7,700,000
September	FDOT - District 2	Emergency Cut & Toss - <b>Hurricane Irma (DR-4337)</b>	Est. \$785,000
September	Coconut Creek, FL	Food Activation - <b>Hurricane Irma (DR-4337)</b>	Project Closeout in Progress
September	Palm Beach Gardens, FL	Food Activation - <b>Hurricane Irma (DR-4337)</b>	Project Closeout Progress
September	Taylor Lake Village, TX	Debris Removal - <b>Hurricane Harvey (DR-4332)</b>	Est. \$18,000
September	Humble, TX	Debris Removal - <b>Hurricane Harvey (DR-4332)</b>	Est. \$126,000
August	Groves, TX	Debris Removal - <b>Hurricane Harvey (DR-4332)</b>	Est. \$ 719,000
August	Nederland, TX	Debris Removal - <b>Hurricane Harvey (DR-4332)</b>	Est. \$195,000
August	Port Neches, TX	Debris Removal - <b>Hurricane Harvey (DR-4332)</b>	Est. \$72,000
August	Port Arthur, TX	Debris Removal - <b>Hurricane Harvey (DR-4332)</b>	Est. \$52,000
August	Harris County, TX	Debris Removal - <b>Hurricane Harvey (DR-4332)</b>	Est. \$33,500,000
August	Texas City, TX	Debris Removal - <b>Hurricane Harvey (DR-4332)</b>	\$217,981.17
August	Houston, TX	Debris Removal - <b>Hurricane Harvey (DR-4332)</b>	Work in Progress
August	TXGLO, TX	Beach Restoration - <b>Hurricane Harvey (DR-4332)</b>	Est. \$320,000
August	Jefferson County, TX	Debris Removal - <b>Hurricane Harvey (DR-4332)</b>	Est. \$4,500,000
August	City of Port Aransas, TX	Debris Removal - <b>Hurricane Harvey (DR-4332)</b>	Work in Progress
August	City of Aransas Pass, TX	Debris Removal - <b>Hurricane Harvey (DR-4332)</b>	Work in Progress
August	City of Pasadena, TX	Food Services - <b>Hurricane Harvey (DR-4332)</b>	Project Closeout Progress
March	Chambers County, TX	Building Restoration as a result of a Tornado	\$3,400.00
January	Assumption Parish, LA	Removal of C&D from DMS - <b>February 2016 Tornado</b>	\$94,646.55
<b>2016</b>	<b>CONTRACTING AGENCY</b>	<b>DESCRIPTION OF WORK</b>	<b>CONTRACT AMOUNT</b>
November	Greene County, NC	Disaster Debris Removal and Disposal - <b>Hurricane Matthew (DR-4285)</b>	\$160,943.04
November	GDOT - Chatham County	Emergency Routine Maintenance - <b>Hurricane Matthew (DR-4284)</b>	\$1,393,613.05
November	Pender County, NC	Disaster Debris Removal and Disposal - <b>Hurricane Matthew (DR-4285)</b>	\$1,162,119.60
October	Sebastian, FL	Disaster Debris Removal and Disposal - <b>Hurricane Matthew (DR-4283)</b>	\$387,820.47
October	Hyde County, NC	Disaster Debris Removal and Disposal - <b>Hurricane Matthew (DR-4285)</b>	\$344,248.99
October	North Topsail Beach, NC	Disaster Debris Removal and Disposal (Push& Load & Haul Operations) - <b>Hurricane Matthew (DR-4285)</b>	\$148,682.78
October	New Hanover County, NC	Disaster Debris Removal and Disposal - <b>Hurricane Matthew (DR-4285)</b>	\$899,548.29



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October	City of Wilmington, NC	Disaster Debris Removal and Disposal - <b>Hurricane Matthew (DR-4285)</b>	\$929,414.68
October	City of DeBary, FL	Disaster Debris Removal and Disposal - <b>Hurricane Matthew (DR-4283)</b>	\$253,680.85
October	City of Ormond Beach, FL	Disaster Debris Removal and Disposal - <b>Hurricane Matthew (DR-4283)</b>	\$2,553,510.44
October	City of DeLand, FL	Disaster Debris Removal and Disposal - <b>Hurricane Matthew (DR-4283)</b>	\$505,777.85
October	Orange City, FL	Disaster Debris Removal and Disposal - <b>Hurricane Matthew (DR-4283)</b>	\$115,245.54
October	City of Daytona Beach, FL	Disaster Debris Removal and Disposal - <b>Hurricane Matthew (DR-4283)</b>	\$3,861,220.75
October	City of St. Augustine, FL	Disaster Debris Removal and Disposal - <b>Hurricane Matthew (DR-4283)</b>	\$856,579.69
September	Leon County, FL	Debris Removal - <b>Hurricane Hermine (DR-4280)</b>	\$1,591,250.93
September	Citrus County, FL	Debris Removal - <b>Hurricane Hermine (DR-4280)</b>	\$200,846.00
August	East Baton Rouge Parish/City of Baton Rouge, LA	Disaster Debris Removal and Disposal - <b>Louisiana Severe Storms and Flooding (DR-4277)</b>	\$35,000,000.00
August	Ascension Parish, LA	Disaster Debris Removal and Disposal - <b>Louisiana Severe Storms and Flooding (DR-4277)</b>	\$5,903,607.61
August	Lafayette Parish, LA	Disaster Debris Removal and Disposal - <b>Louisiana Severe Storms and Flooding (DR-4277)</b>	\$975,792.64
August	Tangipahoa Parish, LA	Disaster Debris Removal and Disposal - <b>Louisiana Severe Storms and Flooding (DR-4277)</b>	\$468,387.73
August	St. Martin Parish, LA	Disaster Debris Removal and Disposal - <b>Louisiana Severe Storms and Flooding (DR-4277)</b>	\$64,622.94
August	City of Baker, LA	Disaster Debris Removal and Disposal - <b>Louisiana Severe Storms and Flooding (DR-4277)</b>	\$413,150.33
August	Iberville Parish/City of St. Gabriel, LA	Disaster Debris Removal and Disposal - <b>Louisiana Severe Storms and Flooding (DR-4277)</b>	\$66,153.72
August	Coastal Water Authority Houston, TX	Lake Houston Dam Debris Removal and Road Restoration	Work in Progress \$1,624,328.13
June	City of Desoto, TX	Meadow Creek Park Remediation Resulting - <b>May Tornado</b>	\$1,030,620.00
June	Caldwell Parish, LA	March 2016 Flood - <b>Louisiana Severe Storms and Flooding (DR-4263)</b>	\$16,401.60
June	St. James Parish, LA	Haul Out - <b>February 2016 Tornado</b>	\$91,104.64
June	Parish of East Baton Rouge/City of Baton Rouge, LA	<b>May 2016 Wind Event</b>	\$198,105.72
May	Texas Department of Transportation - Smith & Cherokee County	Debris Removal - <b>April 2016 Tornado</b>	\$558,910.69
May	New Hanover County, NC	Debris Removal - <b>May 2016 Tornado</b>	\$41,351.56
April	Texas Department of Transportation - Hunt County	On-Call Tree Trimming	Maintenance Contract
April	Harris County, TX	Debris Removal - <b>Texas Severe Storm and Flooding DR-4269</b>	\$504,198.86
April	City of Houston, TX	Debris Removal - <b>Texas Severe Storm and Flooding DR-4269</b>	\$2,728,745.37
April	Texas Department of Transportation - Denton County	Tree Trimming & Tree and Brush Removal	Maintenance Contract
March	Tangipahoa Parish, LA	Debris Removal - <b>Louisiana Severe Storms and Flooding (DR-4263)</b>	\$72,224.79
February	Texas Department of Transportation - Hill County	Tree Trimming and Removal	Maintenance Contract
January	Prince George's County, MD	Snow Removal - <b>Winter Storm Jonas</b>	\$179,188.75
January	Loudon County, VA	Snow Removal - <b>Winter Storm Jonas</b>	\$223,113.50

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January	Maryland Department of General Services	Snow Removal - <b>Winter Storm Jonas</b>	\$12,440.00
January	City of Baltimore, MD	Preston Road Complex Snow Removal - <b>Winter Storm Jonas</b>	\$122,550.00
January	State of Maryland - Highway Authority	Snow Removal - <b>Winter Storm Jonas</b>	\$465,500.00
January	State of Louisiana Sand Activation	Delivery of Sand to Krotz Springs, LA	\$28,991.76
January	Texas Department of Transportation - McLennan County	Tree Trimming and Removal	Maintenance Contract
<b>2015</b>	<b>CONTRACTING AGENCY</b>	<b>DESCRIPTION OF WORK</b>	<b>CONTRACT AMOUNT</b>
October	Ethyl Road Industrial Park, LLC	Pond Dewatering	Est. \$136,298
October	East Baton Rouge, LA Housing Authority	Turner Plaza Demolition-Building 6	\$187,523.53
August	Alabama Department of Transportation - District 2, Tuscaloosa Area	Tree Trimming and Removal	Maintenance Contract
July	Jackson County, MS	Landfill Services for Chipping, Grinding, Hauling, and Disposal of Vegetative Debris	\$67,200.00
July	St. Louis County, MO	Tree Removal	Maintenance Contract
June	Texas Department of Transportation - Waller and Montgomery County	Disaster Debris Removal and Disposal - <b>Texas Severe Storm and Flooding (DR-4269)</b>	\$87,304.60
May	City of Bellaire, TX	Disaster Debris Removal and Disposal - <b>Texas Severe Storm and Flooding (DR-4269)</b>	\$12,926.87
May	City of Houston, TX	Disaster Debris Removal and Disposal - <b>Texas Severe Storm and Flooding (DR-4269)</b>	\$1,931,956.44
May	City of Houston, TX	Base Camps - <b>Texas Severe Storm and Flooding (DR-4269)</b>	\$7,142.00
May	Parish of East Baton Rouge, LA	Disaster Street Clearing Debris Collection, Removal, Processing, Disposal and Management Services	\$815,867.76
April	Ascension Parish, LA	Storm Cleanup - <b>Monday, April 27, 2015 Weather System</b>	\$60,000
April	Castlerock Communities, LP Houston, TX	Goose Creek Landing - Detention Pond Clearing & Section 1 Clearing	\$123,664.00
March	City of Corpus Christi, TX	Master Channel 31 Drainage Channel Excavation	\$878,176.52
February	New Caney Defined Benefits Area MUD Within the City of Houston EIJ in Montgomery County, TX	Phase 2 Clearing and Grubbing	\$618,286.08
January	Harris County, TX	Expansion of James Driver Park Phase One	Work in Progress \$1,506,550.65
<b>2014</b>	<b>CONTRACTING AGENCY</b>	<b>DESCRIPTION OF WORK</b>	<b>CONTRACT AMOUNT</b>
December	Texas Department of Transportation - Smith County	Tree Removal	Maintenance Contract
November	Brazos County, TX	Tree Trimming and Removal	\$118,366.25
October	Harris County, TX	South Richey Storm Water Detention Basin Excavation	Work in Progress \$5,395,557.23
August	Alabama Department of Transportation - 2 <sup>nd</sup> Division District 3	Tree Trimming/Canopy Removal- District 3	\$115,842.50
August	Jefferson Parish, LA Public Works	Stumps and Root Mass Grinding	Maintenance Contract
July	City of Athens, AL	Grinding and Disposal of April 28, 2014 Storm Debris/Green Waste	\$65,552.00
July	Hyde County, NC	Debris Management Services - <b>Hurricane Arthur</b>	\$8,750.00
July	Houston Parks Board	Bayou Greenways Tree pruning and Forestry-Maintenance Contract	Maintenance Contract

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July	City of Shreveport, LA	Cross Lake Dam Embankment Vegetation Removal	\$227,287.26
July	City of Center Point, AL	Demolition and Cleanup	\$34,911.00
July	City of Archdale, NC	Winter Storm Debris Easement Removal	\$141,000.00
July	City of Jonesboro, AR	Debris Removal	\$280,000.00
May	City of Archdale, NC	Winter Storm Debris Removal	\$147,203.50
May	Gulf Breeze, FL	Emergency Debris Removal - <b>April Rain Event</b>	\$108,995.46
May	Okaloosa, FL	Emergency Debris Removal	\$5,816.78
April	Thomasville, NC	Debris Removal and Disposal, Debris Management, and Debris Clearance	\$473,222.69
March	City of New Orleans, LA	Strategic Demolitions for Economic Recovery	\$6,685,950.00
February	New Hanover, NC	Emergency Response, Management, and Recovery	\$1,146,756.55
February	Wilmington, NC	C&D Debris Removal and Vegetative Debris Removal and Disposal	\$1,555,223.85
February	Pender County, NC	Debris Management and Site Disposal	\$66,447.07
February	South Carolina Department of Transportation	Clearing Roads, ROW, Debris Hauling due to a hurricane/storm event	\$44,233,669.57
January	Richmond, VA	Snow Removal Services	\$36,855.00
January	Louisiana Department of Transportation and Development - Webster Parish	Tree Removal in Webster Parish	\$458,785.00
<b>2013</b>	<b>CONTRACTING AGENCY</b>	<b>DESCRIPTION OF WORK</b>	<b>CONTRACT AMOUNT</b>
December	Port St. Lucie, FL	Canal Bank Stabilization Improvements (3 Segments)	\$4,022,930.54
September	Louisiana Department of Transportation and Development - Bienville Parish	I-20 Tree Removal in Bienville Parish	\$348,053.00
July	St. Louis County, MO	Tree Removal & Stump Grinding	Maintenance Contract
June	St. Charles County, MO	Emergency Storm Debris Removal - <b>Midwest Tornado Outbreak</b>	\$923,105.33
June	Bridgeton, MO	Emergency Storm Debris Removal - <b>Midwest Tornado Outbreak</b>	\$38,918.81
June	Pottawatomie County, OK	Emergency Storm Debris Removal - <b>Midwest Tornado Outbreak</b>	\$418,256.75
June	City of Oklahoma City, OK	Emergency Storm Debris Removal - <b>Midwest Tornado Outbreak</b>	\$1,873,206.11
May	Terrebonne Parish Consolidated Government	St. Louis Bayou Cleanout	\$924,950.00
April	Ocean City, NJ	Marine Debris Removal - <b>Super Storm Sandy</b> Subcontractor to Zehender Disaster Relief, LLC	\$512,750.50
<b>2012</b>	<b>CONTRACTING AGENCY</b>	<b>DESCRIPTION OF WORK</b>	<b>CONTRACT AMOUNT</b>
November	Piscataway, NJ	Debris Removal - <b>Super Storm Sandy</b>	\$1,498,637.31
November	New York Department of Transportation - Nassau County	Debris Removal - <b>Super Storm Sandy</b>	\$5,190,263.72
November	New York Department of Transportation - Suffolk County	Debris Removal - <b>Super Storm Sandy</b>	\$8,224,716.15
November	New York Department of Transportation - Suffolk County	Debris Removal - <b>Super Storm Sandy</b>	\$3,607,542.53
November	Harford County, MD	Debris Removal - <b>Super Storm Sandy</b>	\$29,671.63

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September	Ascension Parish, LA	Debris Removal - <b>Hurricane Isaac</b>	\$279,364.17
September	Louisiana Department of Transportation and Development - District 62	Debris Removal - <b>Hurricane Isaac</b>	\$913,039.39
September	Mandeville, LA	Debris Removal - <b>Hurricane Isaac</b>	\$465,759.22
September	St. John the Baptist, LA	Debris Removal - <b>Hurricane Isaac</b>	\$2,919,975.96
September	Jefferson Parish, LA	ROW Debris Removal - <b>Hurricane Isaac</b>	\$1,713,925.30
September	East Baton Rouge, LA	Disaster Management - <b>Hurricane Isaac</b>	\$2,474,520.78
September	St. Charles Parish, LA	Debris Removal - <b>Hurricane Isaac</b>	\$506,673.33
August	Jefferson Parish, LA	ROW Debris Removal - <b>Hurricane Isaac</b>	\$64,402.51
August	City of New Orleans, LA	Debris Removal - <b>Hurricane Isaac</b>	\$2,576,871.94
August	Downtown Development District - New Orleans, LA	Debris Removal - <b>Hurricane Isaac</b>	\$14,858.79
August	State of Louisiana	Mass Feeding - <b>Hurricane Isaac</b>	\$23,750.00
August	State of Louisiana	Catering Services - <b>Hurricane Isaac</b>	\$21,030.00
August	State of Louisiana	Delivered MRE's to Kenner, LA - <b>Hurricane Isaac</b>	\$4,604.64
August	State of Louisiana	Sand Delivery - <b>Hurricane Isaac</b>	\$19,680.00
August	Florida Department of Transportation - District 7	Cut and Toss Contract Z7023 - <b>Hurricane Isaac</b>	\$17,550.00
July	St. Clair County, AL	PWB #29 Shoal Creek Extension	\$188,864.00
July	VDEM	Logistics / Emergency Supplies	\$96,911.80
July	Corpus Christi, TX	Brush Collection	\$249,070.83
June	Matthews County, VA	Logistics / Emergency Supplies	\$13,109.00
May	Corpus Christi, TX	Debris Removal	\$482,331.96
May	Moody, AL	Storm Debris Removal	\$69,375.00
May	Limestone County, AL1	Waterway Debris Removal	\$164,605.02
May	St. Clair County, AL	Shoal Creek Debris Removal	\$682,000.00
May	St. Clair County, AL	Kelly Creek Debris Removal	\$173,782.00
April	Tuscaloosa, AL	Forest Lake Debris Removal	\$142,817.00
March	Pendleton County, KY	Tornado debris removal from county road right of ways	\$144,039.22
March	Lafayette Consolidated Government	Emergency Disaster Debris Removal - <b>March 2012 Floods</b>	\$52,767.84
February	Center Point, AL	Disaster Debris Removal, Reduction & Disposal for - <b>January 2012 Tornadoes</b>	\$458,260.06
January	Tuscaloosa, AL	Structural demo, Debris removal and Site cleanup	\$1,369,153.80
<b>2011</b>	<b>CONTRACTING AGENCY</b>	<b>DESCRIPTION OF WORK</b>	<b>CONTRACT AMOUNT</b>
December	Burgaw, RI	Grinding/Chipping at Site	\$18,620.00



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November	Barrington, RI	Tub Grinding at Town Compost Site	\$81,956.92
October	Houston, TX	Debris Removal in City Parks and ROW's	\$3,783,080.94
September	Southern Shores, NC	Debris Removal - <b>Hurricane Irene</b>	\$240,643.61
September	Pamlico County, NC	Veg and C&D Debris Removal - <b>Hurricane Irene</b>	\$1,383,586.23
September	New Hanover County, NC	Veg and C&D Debris Removal and Disposal - <b>Hurricane Irene</b>	\$278,255.70
September	Virginia Department of Transportation - Ashland Residency	L & H Debris Removal - <b>Hurricane Irene</b>	\$4,498,736.62
September	Richmond, VA	Disaster Recovery Services - <b>Hurricane Irene</b>	\$895,762.35
September	Pender County, NC	Site Management at Rocky Pt Convenient / Morris Tract in homestead	\$42,897.68
September	Cranston, RI	Debris Removal - <b>Hurricane Irene</b>	\$1,209,413.46
September	Narragansett, RI	Debris Removal - <b>Hurricane Irene</b>	\$47,826.23
September	Calvert County, MD	L & H Debris Removal - <b>Hurricane Irene</b>	\$143,659.44
September	USACE-Minot, ND	Mobile Home Group - Site Development	\$9,367,899.71
September	North Topsail Beach, NC	Debris Removal - <b>Hurricane Irene</b>	\$4,950.00
September	Cumberland, RI	Debris Removal - <b>Hurricane Irene</b>	\$53,440.00
September	Providence, RI	Debris Removal - <b>Hurricane Irene</b>	\$209,399.00
September	Rhode Island Department of Transportation	Debris Removal - <b>Hurricane Irene</b>	\$17,864.50
August	Holmes County, MS	Debris Removal - <b>2011 Tornadoes</b>	\$36,515.94
August	VDEM	Logistic/Life Support Services due to Hurricane Irene: Portable Showers & Toilets, Bottled Water, Fuel, Generators, Reefer Trucks	\$514,000.00
August	Harford County, MD	Provided Roll Off containers due to Hurricane Irene	\$66,012.00
August	St. Mary's County, MD	Push / Load and Haul Debris Removal - <b>Hurricane Irene</b>	\$855,323.40
August	Havelock, NC	Debris Removal, Land H - <b>Hurricane Irene</b>	\$213,132.34
August	Suffolk, VA	Emergency Push - <b>Hurricane Irene</b> Subcontractor to TME	\$828.00
August	Virginia Department of Transportation - Hampton Road District	Debris Removal - <b>Hurricane Irene</b>	\$7,701,214.94
July	Durant, MS	Veg Debris Removal, Hauling & Disposal - <b>2011 MS tornado</b>	\$146,745.80
June	City of Birmingham, AL	Debris Removal - <b>April Tornado</b>	\$967,820.03
June	Alabama Department of Transportation - Division 3, Jefferson County	Debris Removal - <b>April Tornado</b>	\$260,979.00
June	Alabama Department of Transportation - Division 3, Shelby County	Removal and Disposal of Storm Debris and Damaged Trees - <b>April Tornado</b>	\$1,688.89
June	Alabama Department of Transportation - Division 3, St. Clair County	Removal and Disposal of Storm Debris and Damaged Trees - <b>April Tornado</b>	\$212,836.34
June	Alabama Department of Transportation - Division 3, Blount County	Removal and Disposal of Storm Debris and Damaged Trees - <b>April Tornado</b>	\$3,255,622.52
June	Plaquemines Parish, LA	Provision of temporary correctional training facility	\$2,049,081.42
June	Clay County, MS	Removal and Disposal of Storm Debris and Damaged Trees	\$47,150.10

# Agenda Item 9A

June	City of New Orleans, LA	FEMA Demolition Program - <b>Hurricanes Katrina &amp; Rita</b>	\$2,860,893.60
May	Fultondale, AL - Jefferson County	Debris Removal - <b>April Tornado</b>	\$985,685.26
May	Calhoun County, AL	Debris Removal - <b>April Tornado</b>	\$4,652,742.66
May	East Baton Rouge, LA	Recreation and Park Commission Central Community Sports Park - Recreation Facility Construction	\$2,768,672.22
May	City of Trussville, AL	Debris Removal - <b>April Tornado</b>	\$99,620.38
May	Alabama Department of Transportation - Division 1 District 4 (AL 69 and 79 Marshall County)	Debris Removal - <b>April Tornado</b>	\$403,935.00
May	City of Birmingham, AL	Debris Removal - <b>April Tornado</b>	\$5,578,914.05
May	Alabama Department of Transportation - Division 1 District 4 (AL 91 Cullman County, AL)	Debris Removal - <b>April Tornado</b>	\$993,538.00
May	Alabama Department of Transportation - Division 1 District 4 (AL 227 & AL 62 Marshall County)	Debris Removal - <b>April Tornado</b>	\$1,792,201.95
May	Alabama Department of Transportation - Division 1 District 4 (I-65 Cullman County, AL)	Debris Removal - <b>April Tornado</b>	\$1,689,537.00
May	Alabama Department of Transportation - Division 1 District 4	Debris Removal - <b>April Tornado</b>	\$233,334.00
May	Alabama Department of Transportation - Division 1 District 4 (US 278 & US 31 Cullman County, AL)	Debris Removal - <b>April Tornado</b>	\$171,479.00
May	Alabama Department of Transportation - Division 1 District 3 Jackson County	Debris Removal - <b>April Tornado</b>	\$454,803.00
May	Alabama Department of Transportation - Division 1 District 3 DeKalb County	Debris Removal - <b>April Tornado</b>	\$165,183.00
May	Alabama Department of Transportation - Division 5 District 2 Tuscaloosa	Debris Removal - <b>April Tornado</b>	\$2,950,669.00
May	Town of Phil Campbell, AL	Debris Removal - <b>April Tornado</b>	\$2,343,961.22
May	Franklin County, AL	Debris Removal - <b>April Tornado</b>	\$2,339,722.44
May	Alabama Department of Conservation and Natural Resources (Guntersville State Park)	Debris Removal - <b>April Tornado</b>	\$2,302,133.60
April	USACE - Nashville, TN	Metro Center Levee Improvements-construction of bike path on existing levee	\$1,038,680.57
April	St. Bernard Parish, LA	Roadway restoration project-repairs throughout the Parish	\$262,934.70
April	North Carolina Department of Transportation - Johnston County	ROW debris removal and Disposal - <b>April Tornado</b>	\$98,739.61
April	North Carolina Department of Transportation - Wilson County	ROW debris removal and Disposal - <b>April Tornado</b>	\$46,359.56
April	North Carolina Department of Transportation - Greene County	ROW debris removal and Disposal - <b>April Tornado</b>	\$161,472.00
<b>2010</b>	<b>CONTRACTING AGENCY</b>	<b>DESCRIPTION OF WORK</b>	<b>CONTRACT AMOUNT</b>
December	Richmond, VA	Snow Push	\$27,803.50
September	Corpus Christi, TX	Debris Removal - yearly maintenance	\$340,133.67
July	World Food Program	Haiti - Construction and operation of secured community housing and support facilities	\$7,186,840.47
May	Monroe County, FL	Lobster Trap Removal	\$1,771,855.38

# Agenda Item 9A

May	Escambia County, FL	Oil Spill Recovery - <b>BP Oil Spill</b>	\$5,015,323.99
May	United States Environmental Services, LLC Louisiana	Provision of Boom - <b>BP Oil Spill</b>	\$1,000,000.00
May	Lawson Environmental	Provision of Boom - <b>BP Oil Spill</b>	\$884,000.00
May	Orleans Parish Criminal Sheriff's Office	Temporary Inmate Housing	\$9,025,109.43
May	City of Nashville, TN	Flood Debris Removal	\$240,509.17
May	BP Deep Water Horizon Oil Spill Response	Oil Spill Recovery Efforts Plaquemines Parish, Lafitte and Terrebonne Parish, LA and the Panhandle of Florida	\$170,000,000.00
May	State of Florida DEP Santa Rosa County	Placement of Oil Containment Boom - <b>BP Oil Spill</b>	\$1,479,192.30
May	Coastal Planning and Engineering Okaloosa County	Placement of Oil Containment Boom - <b>BP Oil Spill</b>	\$5,184,096.40
April	Red Cross	Provision of Temporary office space	\$163,112.00
March	Terrebonne Parish Consolidated Government	Demolition of 83 houses	\$400,000.00
February	City of New Orleans, LA	Strategic Demolition	\$5,265,125.00
February	Anne Arundel County, MD	Snow Push	\$3,054,029.50
February	Alexandria, VA	Snow Push	\$27,216.00
February	Prince William County, VA	Snow Push	\$32,880.00
February	City of Baltimore, MD	Snow Push	\$2,697,721.00
February	Arlington County, VA	Snow Push	\$264,408.00
February	Virginia Department of Transportation - Warrenton Residency	Snow Push	\$48,624.00
February	Maryland Department of Transportation - SHA Region C, Anne Arundel County	Snow Push	\$9,593.00
February	Baltimore Public Buildings & Grounds	Snow Push	\$212,931.00
February	VDEM	Snow Push	\$51,000.00
January	Terrebonne Parish Consolidated Government	Marine and vessel debris removal	\$216,000.00
<b>2009</b>	<b>CONTRACTING AGENCY</b>	<b>DESCRIPTION OF WORK</b>	<b>CONTRACT AMOUNT</b>
December	Anne Arundel County, MD	Snow Push	\$3,110,362.00
December	VDEM	Snow Push	\$477,178.55
November	Texas Department of Transportation - Cherokee County	Tree Trimming & Brush Removal	\$171,176.25
November	New Orleans, LA	Construction of City Park Tennis Center	\$3,680,000.00
August	Louisiana Land Trust # 7	Structure and slab demo in Orleans, Jefferson, St Bernard Parish	\$426,480.00
August	Louisiana Land Trust # 11	Structure and slab demo Orleans Parish	\$1,277,740.00
July	Assumption Parish Police Jury, LA	Debris Removal, Ezekiel St. Dumpsite	\$94,970.00
July	Grand Isle State Park, LA	Erosion Control	\$1,392,700.00
July	Iberville Parish, LA	Removal of Sunken Barges	\$196,000.00

# Agenda Item 9A

July	Jefferson Parish, LA	Private property demolition in Bataria, Lafitte, Crown Point and Grand Isle	\$1,323,044.20
June	North Topsail Beach, NC	Berm Shaping	\$220,459.00
April	Birmingham, LA Airport Authority	Demolition	\$148,464.00
April	Lafayette, LA	Demolition of residential houses	\$17,664.00
April	Texas Department of Transportation - Galveston County	Bolivar Ditch Excavation	\$306,413.28
March	Lexington-Fayetteville Urban County	Ice Storm Debris Removal	\$177,877.50
March	Louisiana Department of Transportation and Development	Chipping and Grinding - <b>Hurricane Gustav</b>	\$144,565.00
March	Graves County, KY	Ice Storm Debris Removal	\$2,220,183.54
March	Baxter County, AR	Ice Storm Debris Removal	\$4,519,870.90
February	Lexington-Kentucky Urban County	Ice Storm Debris Removal	\$780,000.00
February	Blytheville, AR	Ice Storm Debris Removal	\$1,481,569.99
February	Kentucky Department of Transportation - District 1	Ice Storm Debris Removal	\$5,852,377.80
February	Harris County, TX	Debris Removal - <b>Hurricane Ike</b>	\$24,750.00
February	Fayetteville, AR	Ice Storm Debris Removal 2009	\$2,592,537.17
February	Kentucky Department of Transportation - District 2	Ice Storm Debris Removal	\$509,174.25
January	Texas General Land Office	Marine Debris Removal - <b>Hurricane Ike</b>	\$22,703,700.00
<b>2008</b>	<b>CONTRACTING AGENCY</b>	<b>DESCRIPTION OF WORK</b>	<b>CONTRACT AMOUNT</b>
October	USACE Vicksburg District	Drift and Debris Removal and Associated Work, Coldwater Rivershed	\$467,280.00
October	Texas Department of Transportation - Hardin East	Debris Removal ROW - <b>Hurricane Ike</b>	\$176,893.20
October	Texas Department of Transportation - Chambers East	Debris Removal ROW - <b>Hurricane Ike</b>	\$413,525.00
October	Bayou Lafourche Fresh Water District	Debris Removal - <b>Hurricane Gustav</b>	\$772,320.00
October	Texas Department of Transportation - Orange County	<b>Debris Removal - Hurricane Ike</b>	\$2,206,012.92
October	Groves, TX	Debris Removal - <b>Hurricane Ike</b>	\$16,584.21
October	Port of Galveston, TX	Debris Removal - <b>Hurricane Ike</b>	\$467,898.84
September	Plaquemines Parish, LA	Repairs to Buras Library - Hurricane Katrina	\$3,424,000.00
September	Westwego, LA	Debris Removal - <b>Hurricane Gustav</b>	\$35,674.67
September	Kenner, LA	Debris Removal - <b>Hurricane Gustav</b>	\$315,000.00
September	New Orleans, LA	Debris Removal - <b>Hurricane Gustav</b>	\$1,650,562.67
September	St John the Baptist, LA	Debris Removal - <b>Hurricane Gustav</b>	\$792,395.68
September	St. Landry Parish, LA Don Menard (337) 948-3688	Debris Removal - <b>Hurricane Gustav</b>	\$2,992,882.80
September	Iberville, LA	Emergency Push and Debris Removal - <b>Hurricane Gustav</b>	\$3,368,184.69



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September	Lafayette, LA	Emergency Push and Debris Removal - <b>Hurricane Gustav</b>	\$4,506,624.12
September	Iberia, LA	Debris Removal - <b>Hurricane Gustav</b>	\$1,793,463.03
September	Tangipahoa, LA	Debris Removal - <b>Hurricane Gustav</b>	\$2,780,902.26
September	Louisiana Department of Transportation and Development - District 2, 3, 61, 62	Debris Removal - <b>Hurricane Gustav</b>	\$18,970,757.96
September	Galveston, TX	Debris Removal - <b>Hurricane Ike</b>	\$38,007,492.62
September	Harris County, TX	Debris Removal - <b>Hurricane Ike</b>	\$19,446,030.96
September	Piney Point Village, TX	Debris Removal - <b>Hurricane Ike</b>	\$693,346.07
September	Taylor Lake Village, TX	Debris Removal - <b>Hurricane Ike</b>	\$598,735.91
September	Bellaire, TX	Debris Removal - <b>Hurricane Ike</b>	\$880,126.19
September	Port Neches, TX	Debris Removal - <b>Hurricane Ike</b>	\$450,447.33
September	Jefferson County, TX	Debris Removal - <b>Hurricane Ike</b>	\$1,996,522.66
September	Nassau Bay, TX	Debris Removal - <b>Hurricane Ike</b>	\$480,179.64
September	Nederland, TX	Debris Removal - <b>Hurricane Ike</b>	\$915,993.94
September	Humble, TX	Debris Removal - <b>Hurricane Ike</b>	\$646,447.07
September	Jamaica Beach, TX	Debris Removal - <b>Hurricane Ike</b>	\$2,605,261.37
September	Port Arthur, TX	Debris Removal - <b>Hurricane Ike</b>	\$6,831,004.19
September	Baytown, TX	Debris Removal - <b>Hurricane Ike</b>	\$3,116,996.01
September	El Lago, TX	Debris Removal - <b>Hurricane Ike</b>	\$308,842.37
September	Jefferson County, TX Drainage District No. 7	Debris Removal - <b>Hurricane Ike</b>	\$1,645,364.59
September	Houston, TX	Debris Removal - <b>Hurricane Ike</b>	\$65,138,381.25
July	Plaquemines Parish, LA	Repairs to Buras Auditorium Project No. 06-08-03 - <b>Hurricane Katrina</b>	\$4,468,000.00
June	Parkersburg, IA	Debris Recovery Contract	\$5,486,500.00
June	Plaquemines Parish, LA	Repairs to Hurricane Damage at Port Sulphur Government Building - <b>Hurricane Katrina</b>	\$3,676,593.00
June	Plaquemines Parish, LA	Replacement of the Recreation/Sign/Prowm Building Hurricane Katrina	\$2,924,000.00
June	Plaquemines Parish, LA	Replacement of the District 8 Council Building - <b>Hurricane Katrina</b>	\$1,486,968.00
June	Macon, GA	Debris Management and Removal Services	\$3,458,435.00
May	Port of New Orleans, LA	Press and Louisa St. Wharves Demolition & Removal of Remaining Structures	\$1,530,355.00
May	New Orleans, LA	Structural Demolition, Selective Salvage, Debris removal and Site Clean-up	\$2,696,118.71
April	Benetech - FEMA - Park Restorations	Restoration of Trailer Parks	\$64,800.00
March	Macon County, TN	Debris Removal & Disposal - Northern Portion Subcontractor to Benetech	\$677,674.68
March	Macon County, TN	Debris Removal & Disposal - Southern Portion Subcontractor to Benetech	\$522,732.15

# Agenda Item 9A

February	Alba, MO	Debris Removal - <b>December 9 &amp; 10, 2007 Ice Storm</b>	\$28,750.00
February	Jefferson Parish, LA	Private Property Debris Removal	\$111,893.00
January	Monroe County, FL	Removal of the Lady Luck Casino Vessel	\$499,050.00
January	Duquesne, MO	Debris Removal - <b>December 9 &amp; 10, 2007 Ice Storm</b>	\$128,886.00

# Agenda Item 9A

## EXPERIENCE AS PRIMARY CONTRACTOR ON DISASTER MANAGEMENT PROJECTS EXCEEDING \$50,000,000 PER EVENT

YEAR	EVENT	TOTAL CONTRACT AMOUNT
2017	Hurricane Maria	\$59,000,000 <i>Work in Progress</i>
2017	Hurricane Irma	\$52,000,000 <i>Work in Progress</i>
2017	Hurricane Harvey	\$78,000,000 <i>Work in Progress</i>
2008	Hurricane Ike	\$169,987,496.19
2005	Hurricane Wilma	\$50,849,164.23
2005	Hurricane Katrina	\$1,135,959,330.56

# Agenda Item 9A

## REFERENCES

REFERENCES				
OWNER & TIMELINE	DESCRIPTION OF WORK	CONTRACT VALUE	CUBIC YARDS	POINT OF CONTACT
Miami, FL September 2017 - Present	Debris Removal <b>Hurricane Irma (DR-4337)</b>	Estimated \$7,700,000.00	Estimated 314,000	Mario Nunez, <i>Director</i> <a href="mailto:Mfnunez@miamigov.com">Mfnunez@miamigov.com</a> Phone: (305) 960-2804 Fax: (305) 960-2850 1290 NW 20 <sup>th</sup> Street Miami, FL 33142
City of Daytona Beach, FL October 2016 - December 2016	Disaster Debris Removal and Disposal <b>Hurricane Matthew (DR-4283)</b>	\$3,861,220.75	310,124	David Waller, <i>Deputy Director of Public Works</i> Phone: (386) 671-8681 <a href="mailto:Wallerd@codb.us">Wallerd@codb.us</a> 950 Bellevue Avenue Daytona Beach, FL 32114
City of Bellaire, Texas May 2015	Disaster Debris Removal Services <b>Texas Severe Storms and Flooding (DR-4269)</b>	\$12,926.87	1,809.25	Darold Bailey, <i>Solid Waste &amp; Streets Superintendent</i> Phone: (713) 662-8171 <a href="mailto:Dbailey@bellairetx.gov">Dbailey@bellairetx.gov</a> 4337 Edith Bellaire, TX 77401
South Carolina Department of Transportation February 2014 - August 2014	Emergency Debris Removal <b>2014 South Carolina Ice Storm</b>	\$44,233,669.57	1,464,598	Mark Hunter, <i>SCDOT Maintenance Engineer</i> Phone: (803) 429-3045 Fax: (803) 737-2850 <a href="mailto:Huntermw@dot.state.sc.us">Huntermw@dot.state.sc.us</a> 955 Park Street Columbia, SC 29201
New York State Department of Transportation - Nassau County and Suffolk County November 2012 - March 2013	Emergency Response Debris Removal <b>Super Storm Sandy</b>	\$18,650,109.00	889,226	John McGullam, <i>Head Engineer</i> Phone: (631) 774-7993 <a href="mailto:John.mcgullam@dot.ny.gov">John.mcgullam@dot.ny.gov</a> 1440 Veterans Memorial Highway Islandia, NY 11749
Ascension Parish, Louisiana September 2012	Emergency Debris Removal <b>Hurricane Isaac</b>	\$279,364.17	29,976.55	Mike Enlow, <i>General Manager</i> (225) 450-1326 <a href="mailto:Menlow@apgov.us">Menlow@apgov.us</a> 42077 Churchpoint Road Gonzales, LA 70737
Harford County August 2011	Provided Roll Off containers due to Hurricane Irene	\$66,012.00	N/A	Rick Ayers Phone: 410-638-3407 <a href="mailto:raayers@harfordpublicsafety.org">raayers@harfordpublicsafety.org</a> 220 South Main Street, Bel Air, Maryland 21014
Monroe County May 2010	Lobster Trap Removal	\$1,771,855.38	N/A	Rich Jones Phone: (305) 289-2805 <a href="mailto:Jones-rich@monroecountyfl.gov">Jones-rich@monroecountyfl.gov</a> 2798 Overseas Hwy. Suite 420 Marathon, FL 33050



# Agenda Item 9A

<b>Harris County, Texas</b> September 2008 - April 2009	Emergency Hurricane Debris Clearing and Removal <b>Hurricane Ike</b>	\$19,446,030.96	1,491,647. 22	DeWight Dopslauf, <i>Purchasing Agent</i> Phone: (713) 755-4656 <a href="mailto:Dewightdopslauf@pur.hctx.net">Dewightdopslauf@pur.hctx.net</a> 101 Preston, Suite 800 Houston, TX 77002
<b>City of Houston, Texas</b> September 2008 - April 2009	Emergency Hurricane Debris Clearing and Removal <b>Hurricane Ike</b>	\$65,138,381.25	5,035,439. 18	Vic Ayres - <i>Deputy Director &amp; Harry Hayes -Director of Solid Waste</i> Phone: (713) 837-9103 <a href="mailto:Swddirector@cityofhouston.net">Swddirector@cityofhouston.net</a> 611 Walker Street, 12 <sup>th</sup> Floor Houston, TX 77002

## FINANCIAL CAPABILITY

### FINANCIAL STRENGTH AND STABILITY

DRC is one of the most financially sound and stable companies in the disaster response industry. With a bonding capacity of over \$150.0 million and access to dedicated cash and credit lines in excess of \$100.0 million, DRC has the ability to manage and complete simultaneous projects without being hindered by a lack of operating capital. During multiple storms seasons over the past decade, DRC operated substantially out of pocket prior to client payment, yet remained fully capable of providing the critical services necessary to complete all contracts.

DRC is managed and operated by the ownership SLSCO, L.P. (SLS), which is a very well-capitalized, privately-held family of companies specializing in disaster response, recovery and restoration. Prior to the acquisition of DRC and throughout its twenty-year history, SLS has never failed to meet an obligation due to financial instability. The ownership of SLS is dedicated to providing and sustaining the capital necessary to allow DRC to remain a leader in the disaster recovery industry.

- DRC is capable of insuring projects of any size, with unlimited key coverage amounts. With the support of SLS, DRC has over \$100.0 million of available working capital and has the financial ability to bid on and perform projects in excess of \$250.0 million.
- DRC has a bonding capacity of over \$150.0 million.
- In 2008, following Hurricanes Ike and Gustav, DRC provided debris removal services for 36 separate and simultaneous disaster management services contracts, including the cities of Houston, Galveston and New Orleans. The total value of these contracts was approximately \$200.0 million.
- In 2005-2006, DRC mobilized, performed and completed a contract valued at over \$100.0 million for the Louisiana Department of Transportation and Development in response to Hurricane Katrina, while performing numerous other projects across the United States.
- During the 2004 hurricane season, DRC worked 37 separate contracts totaling over \$150.0 million in emergency work, recovering over 10.0 million cubic yards of debris in a four-and-a-half-month period. Throughout this period, all subcontractors were paid on a weekly basis regardless of the timing of DRC's receipt of interim client invoice payments.
- DRC has never failed to complete any awarded work, has never defaulted on a contract and has never filed for bankruptcy. The Company has a 100% assignment completion record.

#### **BANKING**

Texas Capital Bank  
Mike Chryssikos  
Senior Vice President  
One Riverway, Suite 2100  
Houston, TX 77056  
(832) 308-7109  
[michael.chryssikos@texascapitalbank.com](mailto:michael.chryssikos@texascapitalbank.com)  
[Tmiclette@bmbinc.com](mailto:Tmiclette@bmbinc.com)

#### **SURETY**

Bowen, Miclette & Britt Insurance Agency, LLC  
Toby Miclette  
Surety Bond Producer, Senior VP  
1111 North Loop West, Suite 400  
Houston, TX 77046  
(713) 880-7109

#### **INSURANCE**

McGriff, Seibels & Williams  
Rob Harrison  
818 Town & Country Blvd., Suite 500  
Houston, TX 77024  
(713) 940-6544  
[Rob.harrison@mcgriff.com](mailto:Rob.harrison@mcgriff.com)



June 7, 2018

North Bay Village, FL  
1666 Kennedy Causeway, 3<sup>rd</sup> Floor  
North Bay Village, FL 33141

**Re: DRC Emergency Services, LLC**  
**Project: RFP No. 2018-003, Disaster and Debris Management Services**

To Whom It May Concern:

The Hartford, through its various operating entities, has issued surety bonds for DRC Emergency Services, LLC (DRC) since 2016. In this capacity we have become very familiar with their management, financial and performance capabilities. Through the Hartford, we have established a bonding program with an aggregate limit of \$150,000,000. The Hartford is currently rated A+ (Superior) XV by A. M. Best. Hartford is licensed to do business in Florida and has a resident agent.

DRC is currently underwritten through the following Hartford office:

Mr. Bruce Huffhines  
Dallas Contract Surety Manager  
The Hartford  
3000 Internet Blvd., Suite 600  
Frisco, TX 75034  
Phone: (469) 287-1009  
[Bruce.Huffhines@thehartford.com](mailto:Bruce.Huffhines@thehartford.com)

It is our understanding that DRC Emergency Services, LLC intends to submit a proposal to you. Hartford is agreeable to issue performance and payment bonds on behalf of DRC, in compliance with the information stated in the "Payment and Performance Bonds" section of this Solicitation, conditioned upon acceptable review of contract terms, contract amount, bond forms, and financing for each project as well as other pertinent underwriting information at the time of the request. Please understand that any arrangement for any bonds is a matter between DRC and The Hartford. We assume no liability to third parties or you if, for any reason, we do not issue requested bonds.

Our experience with DRC has been excellent, and we highly recommend them to you.

Very Truly Yours,

Bruce Huffhines  
Dallas Contract Surety Manager  
The Hartford

The Hartford  
Bond Department  
3000 Internet Blvd, Suite 600  
Frisco, TX 75035

**NOTARY ACKNOWLEDGMENT**

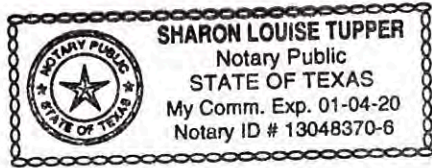
State of Texas  
County of Collin

On June 7, 2018 before me, Sharon Louise Tupper personally appeared Bruce Huffhines, known to me (~~or proved to me on the basis of satisfactory evidence~~) to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Sharon Louise Tupper  
Sharon Louise Tupper, Notary Public

(Seal)





# Agenda Item 9A



June 4, 2018

DRC Emergency Services, LLC  
P.O. Box 131486  
Houston, Texas 77219

To Whom It May Concern:

DRC Emergency Services has the financial resources to perform the requested work for the Port of Corpus Christi Authority and the ability to obtain additional resources if needed. The company has a multi-year syndicated revolving credit facility in the amount of \$60,000,000 led by Texas Capital Bank and has an accordion feature to increase the credit facility to \$100,000,000 if needed. I've personally banked the owners of the company for over 10 years and they have been a valued client of the bank, have always paid as agreed and are one of the highest valued clients in the bank. I've witnessed them work on multiple projects and coordinate large scale efforts with excellent execution.

Please feel free to contact me should you need additional information.

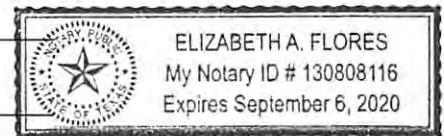
*Mike Chryssikos*

Mike Chryssikos  
Senior Vice President  
Texas Capital Bank  
832-308-7109

STATE OF TEXAS  
COUNTY OF HARRIS

The foregoing letter was acknowledged before me this 4<sup>th</sup> day of June, 2018, by Mike Chryssikos.

*Elizabeth A. Flores*  
Elizabeth A. Flores



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

## PROJECT COST

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Please find Attachment B in a separate sealed envelope per the RFP.

## OTHER COMPLETED DOCUMENTS AND FORMS

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Please see the following attached:

- Proposal Checklist
- Cone of Silence
- Vendor Information Form and a W-9
- Non-Collusive Affidavit
- Proposer's Completed Qualification Statement
- Homeland Security's E-Verify System Affirmation Statement
- Sworn Statement on Public Entity Crimes
- Insurance Certificate
- Qualification Forms
  - Proposal Pricing Sheet
  - Proposer's Statement of Organization
  - Personnel
  - References
  - Drug Free Workplace
  - Acknowledgement of Addenda
  - Independence Affidavit
  - Certification to Accuracy of Proposal
- Bid Bond Copy



North Bay Village

RFP NO. 2018-003

**Proposal Checklist**

Is there at least five paper copies of the proposal submitted to the Village? Yes X Initial KF

Is there two electronic copies of the proposal submitted to the Village, along with all the completed attachments (A, B, C, D, E, F, G H, I)? Yes X Initial KF

Please confirm receipt of addenda:

I received Addendum # 1 Dated 6/11/18 Initial KF

I received Addendum # 2 Dated 6/14/18 Initial KF

I received Addendum # \_\_\_\_\_ Dated \_\_\_\_\_ Initial \_\_\_\_\_

Did you receive any additional addenda? If so, please specify: \_\_\_\_\_

PLEASE PRINT

NAME: Kristy Fuentes

COMPANY: DRC Emergency Services, LLC

STREET ADDRESS: 110 Veterans Boulevard, Suite 515

CITY & STATE: Metairie, LA

ZIP CODE: 70005 TELPHONE: (888) 721-4372

EMAIL: Kfuentes@drcusa.com

SIGNATURE:

TITLE: Vice President/Secretary/Treasurer





## ATTACHMENT A – CONE OF SILENCE

### 9.1 Cone of Silence

You are hereby advised that this Request for Proposal No. 2018-003 is subject to the “Cone of Silence” in accordance with Section 38.18 of the North Bay Village Code of Ordinances. A proposer who violates these provisions shall not be considered for this Request for Proposal in addition to any other applicable penalties.

#### § 38.18 - Cone of Silence.

(A) Contracts for the provision of goods and services.

(1) "Cone of Silence" is hereby defined to mean a prohibition on:

- a. any communication regarding a particular RFP, RFQ, or bid between a potential vendor, service provider, bidder, lobbyist, or consultant and the Village's professional staff including, but not limited to, the Village Manager and his or her staff;
- b. any communication regarding a particular RFP, RFQ, or bid between the Mayor or Village Commissioners and any member of the Village's professional staff including, but not limited to, the Village Manager and his or her staff;
- c. any communication regarding a particular RFP, RFQ or bid between a potential vendor, service provider, bidder, lobbyist, or consultant and any member of the selection committee therefor;
- d. any communication regarding a particular RFP, RFQ or bid between the Mayor, Village Commissioners and any member of the selection committee;
- e. any communication regarding a particular RFP, RFQ or bid between a potential vendor, service provider, bidder, lobbyist, or consultant and the Mayor or Village Commissioners; and
- f. any communication regarding a particular RFP, RFQ or bid between any member of the Village's professional staff and any member of the selection committee.

The Village Manager and the Chairperson of the selection committee may communicate about a particular selection committee recommendation, but only after the committee has submitted an award recommendation to the Village Manager and provided that should any change occur in the committee recommendation, the content of the communication and of the corresponding change shall be described in writing and filed by the Village Manager with the Village Clerk and be included in any recommendation memorandum submitted by the Village Manager to the Village Commission.



Notwithstanding the foregoing, the Cone of Silence shall not apply to:

- a. communications with the Village Attorney and his or her staff;
- b. duly noticed site visits to determine the competency of bidders regarding a particular bid during the time period between the opening of bids and the time the Village Manager makes his or her written recommendation;
- c. any emergency procurement of goods or services;
- d. communication regarding a particular RFP, RFQ or bid between any person and the contracting officer responsible for administering the procurement process for the RFP, RFQ or bid, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document.

(2) Procedure.

a. A Cone of Silence shall be imposed upon each RFP, RFQ and bid after the advertisement of the RFP, RFQ or bid. At the time of imposition of the Cone of Silence, the Village Manager or his or her designee shall provide for public notice of the Cone of Silence. The Village Manager shall issue a written notice to the affected departments, file a copy of the notice with the Village Clerk, with a copy to the Mayor and each Village Commissioner, and shall include in any public solicitation for goods and services a statement disclosing the requirements of this ordinance. Notwithstanding any other provision of this section, the imposition of a Cone of Silence on a particular RFP, RFQ or bid shall not preclude staff from obtaining industry comment or performing market research, provided all communications related thereto between a potential vendor, service provider, bidder, lobbyist, or consultant and any member of the Village's professional staff including, but not limited to, the Village Manager and his or her staff, are in writing or are made at a duly noticed public meeting.

b. The Cone of Silence shall terminate at the time the Village Manager makes his or her written recommendation to the Village Commission; provided, however, that if the Village Commission refers the Village Manager's recommendation back to the Village Manager or staff for further review, the Cone of Silence shall be re-imposed until the time as the Village Manager makes a subsequent written recommendation.

(3) Exceptions. The provisions of this ordinance shall not apply to oral communications at pre-bid conferences, oral presentations before selection committees, contract negotiations during any duly noticed public meeting, public presentations made to the Village Commission during any duly noticed public meeting or communications in writing at any time with any Village employee, official or member of the Village Commission unless specifically prohibited by the applicable RFP, RFQ or bid documents.

The bidder or proposer shall file a copy of any written communication with the Village Clerk. The Village Clerk shall make copies available to any person upon request.



(B) Penalties. In addition to the penalties provided in this chapter and Miami-Dade County Code Section 2-11.1 (s) and (v), violation of this section by a particular bidder or proposer shall render any RFP award, RFQ award or bid award to the bidder or proposer voidable. Any person who violates a provision of this ordinance shall be prohibited from serving on a Village competitive selection committee. In addition to any other penalty provided by law, violation of any provision of this ordinance by a Village employee shall subject the employee to disciplinary action up to and including dismissal. Additionally, any person who has personal knowledge of a violation of this ordinance shall report the violation to the State Attorney and, or, may file a complaint with the Ethics Commission.

# Agenda Item 9A



North Bay Village

RFP NO. 2018-003

## ATTACHMENT C Vendor Information Form

<b>Operating Name (Payee)</b>	DRC Emergency Services, LLC
<b>Legal Name (as filed with IRS)</b>	DRC Emergency Services, LLC
<b>Remit-to-Address (For Payments)</b>	110 Veterans Boulevard, Suite 515, Metairie, LA 70005
<b>Remit-to-Contact Name:</b>	Kristy Fuentes
<b>Email Address:</b>	Kfuentes@drcusa.com
<b>Phone # and Fax#:</b>	Phone: (888) 721-4372      Fax: (504) 482-2852
<b>Order from Address (For Purchase Orders)</b>	110 Veterans Boulevard, Suite 515, Metairie, LA 70005
<b>Order from Contact Name:</b>	Kristy Fuentes
<b>Email Address:</b>	Kfuentes@drcusa.com
<b>Phone # and Fax#:</b>	Phone: (888) 721-4372      Fax: (504) 482-2852
<b>Return-to-Address (For Product returns)</b>	110 Veterans Boulevard, Suite 515, Metairie, LA 70005
<b>Return-to-Contact Name</b>	Kristy Fuentes
<b>Email Address:</b>	Kfuentes@drcusa.com
<b>Phone# and Fax#:</b>	Phone: (888) 721-4372      Fax: (504) 482-2852
<b>Payment Terms:</b>	

Type of Business (please check one and provide Federal Tax Identification or Social Security Number)

Corporation      Federal ID Number: 63-1283729

Sole Proprietorship/Individual      Social Security No.: N/A

Partnership

Health Care Service Provider

LLC-C (C corporation) – S (S corporation) – P (partnership)

Other (Specify): Limited Liability Company

Name & Title of Applicant Kristy Fuentes      Vice President/Secretary/Treasurer

Signature of Applicant       Date: 6/20/18





Attachment C

Form <b>W-9</b> (Rev. January 2011) Department of the Treasury Internal Revenue Service	<b>Request for Taxpayer                  Identification Number and Certification</b>	Give Form to the requester. Do not send to the IRS.
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Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) <b>DRC Emergency Services, LLC</b>	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see Instructions) ▶                    P	
	Address (number, street, and apt. or suite no.) <b>6702 Broadway Street</b>	Requester's name and address (optional)
City, state, and ZIP code <b>Galveston, TX 77554</b>		
List account number(s) here (optional)		

<b>Part I Taxpayer Identification Number (TIN)</b> Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3. Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.	
Social security number [ ] [ ] [ ] - [ ] [ ] - [ ] [ ] [ ] [ ]	Employer identification number 6 3 - 1 2 8 3 7 2 9

<b>Part II Certification</b> Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3. I am a U.S. citizen or other U.S. person (defined below). <b>Certification instructions.</b> You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.	
Sign Here	Signature of U.S. person ▶  Date ▶

**General Instructions**  
 Section references are to the Internal Revenue Code, unless otherwise noted.

**Purpose of Form**  
 A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.  
 Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:  
 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),  
 2. Certify that you are not subject to backup withholding, or  
 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:  
 • An individual who is a U.S. citizen or U.S. resident alien,  
 • A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,  
 • An estate (other than a foreign estate), or  
 • A domestic trust (as defined in Regulations section 301.7701-7).  
**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.



The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

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

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

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

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

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

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

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

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

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

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

### Updating Your Information

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

### Penalties

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

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

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

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

### Specific Instructions

#### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

**Partnership, C Corporation, or S Corporation.** Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

**Disregarded entity.** Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

**Note.** Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

**Limited Liability Company (LLC).** If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.



## Attachment C

Form W-9 (Rev. 1-2011)

Page 3

**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

### Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

- The following payees are exempt from backup withholding:
1. An organization exempt from tax under section 501(c)(3), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).
  2. The United States or any of its agencies or instrumentalities.
  3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities.
  4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
  5. An international organization or any of its agencies or instrumentalities.

- Other payees that may be exempt from backup withholding include:
6. A corporation,
  7. A foreign central bank of issue,
  8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
  9. A futures commission merchant registered with the Commodity Futures Trading Commission,
  10. A real estate investment trust,
  11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
  12. A common trust fund operated by a bank under section 584(a),
  13. A financial institution,
  14. A middleman known in the investment community as a nominee or custodian, or
  15. A trust exempt from tax under section 684 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 8
Broker transactions	Exempt payees 1 through 6 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 7 <sup>2</sup>

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.  
<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

### Part I. Taxpayer Identification Number (TIN)

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

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN or EIN, if the owner has one. Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

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

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

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

### Part II. Certification

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

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

**Signature requirements.** Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. **Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
2. **Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
3. **Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.



Form W-9 (Rev. 1-2011)

Page 4

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records from Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN.
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>3</sup> The actual owner <sup>4</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>4</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.571-4(b)(2)(i)(A))	The grantor <sup>4</sup>
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
9. Corporation or LLC electing corporate status on Form 9832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.571-4(b)(2)(ii)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

\*Note. Grantor also must provide a Form W-8 to trustee of trust.

**Privacy Act Notice**

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



North Bay Village

RFP NO. 2018-003

ATTACHMENT D

NON-COLLUSIVE AFFIDAVIT

STATE OF Louisiana

COUNTY OF Jefferson Parish

Kristy Fuentes being first duly sworn, deposes and says that:

BIDDER is the

Vice President/Secretary/Treasurer

(Owner, Partner, Officer, Representative or Agent)

BIDDER is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;


Such Bid is genuine and is not a collusive or sham Bid;

Neither the said BIDDER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any BIDDER, firm, or person to fix the price or prices in the attached Bid or any other BIDDER, or to fix any overhead, profit, or cost element of the Bid Price or the Bid Price of any other BIDDER, or to secure through any collusion conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;

The price of items quoted in the attached Bid are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

By: 

Subscribed and sworn to before me this 8 day of June, 2018.

  
Notary Public (Signature)

My Commission Expires: **CARYA DES ROCHES**  
**NOTARY PUBLIC**  
State of Louisiana, Bar No. 19550  
My Commission is for life





North Bay Village

RFP NO. 2018-003

**ATTACHMENT E**

**PROPOSER'S QUALIFICATIONS STATEMENT**

PROPOSER shall furnish the following information. Failure to comply with this requirement will render Bid non-responsive and shall cause its rejection. Additional sheets shall be attached as required.

PROPOSER'S Name and Principal Address:

DRC Emergency Services, LLC

PO Box 17017, Galveston, TX 77552

Contact Person's Name and Title: Kristy Fuentes Vice President/Secretary/Treasurer

PROPOSER'S Telephone and Fax Number: Phone: (888) 721-4372 Fax: (504) 482-2852

PROPOSER'S License Number: CRC1331307

**(Please attach certificate of status, competency, and/or state registration.)**

PROPOSER'S Federal Identification Number: 63-1283729

Number of years your organization has been in business 17 years

State the number of years your firm has been in business under your present business name 13 years

State the number of years your firm has been in business in the work specific to this RFP: 17 years

Names and titles of all officers, partners or individuals doing business under trade name:

DRC Equity, LLC is a Texas limited liability company and is also the sole manager of DRC Emergency Services, LLC.

The business is a: Sole Proprietorship  Partnership  Corporation

IF USING A FICTITIOUS NAME, SUBMIT EVIDENCE OF COMPLIANCE WITH FLORIDA FICTITIOUS NAME STATE. (ATTACH IN PROPOSER EXHIBIT SECTION)



North Bay Village

RFP NO. 2018-003

## ATTACHMENT E

Under what former name has your business operated? Include a description of the business. Failure to include such information shall be deemed to be intentional misrepresentation by the Village and shall render the proposer RFP submittals non-responsive.

Emergency Communications and Logistics, LLC- disaster debris management

At what address was that business located?

4619 Springhill Avenue, Mobile, AL 36608

Name, address and telephone number of surety company and agent who will provide the required bonds on this contract:

Bowen, Miclette & Britt Agency, LLC

1111 North Loop West, Suite 400, Houston, TX 77046

Toby Miclette- Surety Bond Producer Phone: (713) 880-7109

Have you ever failed to complete work awarded to you? If so, when, where and why?

No

Have you personally inspected the proposed WORK and do you have a complete plan for its performance?

Yes

Will you subcontract any part of this WORK? If so, give details including a list of each subcontractor(s) that will perform work in excess of ten percent (10%) of the contract amount and the work that will be performed by each subcontractor(s).

RPF Emergency Services, LLC - Debris Removal, Load and Haul

Due to the unpredictable nature of natural disasters, DRC cannot know the percentage of work to be subcontracted Pre event.



North Bay Village

RFP NO. 2018-003

## ATTACHMENT E

The foregoing list of subcontractor(s) may not be amended after award of the contract without the prior written approval of the Contract Administrator, whose approval shall not be reasonably withheld.

List and describe all bankruptcy petitions (voluntary and involuntary) which have been filed by or against the Proposer, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition.

None

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List and describe all successful Bond claims made to your surety (ies) during the last five (5) years. The list and descriptions should include claims against the bond of the Proposer and its predecessor organization(s).

None

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List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Proposer or its predecessor organizations(s) during the last ten (10) years. The list shall include all case names; case, arbitration or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute.

Please see Attached

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List and describe all criminal proceedings or hearings concerning business related offenses in which the Proposer, its principals or officers or predecessor organization(s) were defendants.

None

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# Agenda Item 9A



North Bay Village

RFP NO. 2018-003

## ATTACHMENT E

Has the Proposer, its principals, officers or predecessor organization (s) been CONVICTED OF A Public Entity Crime, debarred or suspended from bidding by any government entity? If so, provide details.

No

Are you an  Original provider  sales representative  contributor,  Manufacturer  other, of the commodities/services proposed upon? If other than the original provider, explain below:

Have you ever been debarred or suspended from doing business with any governmental agency? If yes, please explain:

Please see attached

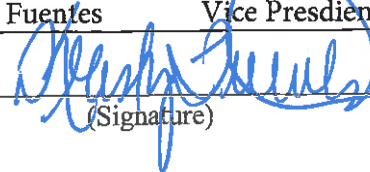
Describe the firm's local experience/nature of service with contracts of similar size and complexity, in the previous three (3) years:

In 2017 DRC was activated in 26 jurisdictions simultaneously while managing 30 debris management sites in response to Hurricane Irma. Simultaneously, DRC was activated in 17 jurisdictions following Hurricane Harvey and ran more than 16 debris management sites during this activation. In response to the 2016 Louisiana Severe Flooding, DRC picked up 1 million cubic yards of debris over the course of 30 days in East Baton Rouge Parish, Louisiana. For additional information please see Tab 3 Experience and Ability

The PROPOSER acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by the VILLAGE in awarding the contract and such information is warranted by PROPOSER to be true. The discovery of any omission or misstatement that materially affects the PROPOSER'S qualifications to perform under the contract shall cause the VILLAGE to reject the Bid, and if after the award, to cancel and terminate the award and/or contract.

Kristy Fuentes Vice President/Secretary/Treasurer

By

  
(Signature)

# Agenda Item 9A



**STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD  
1940 NORTH MONROE STREET  
TALLAHASSEE FL 32399-0783**

**(850) 487-1395**

**SMITH, HAMILTON BEVERIDGE  
DRC EMERGENCY SERVICES, LLC  
6258 MARSHALL FOCH STREET  
NEW ORLEANS LA 70124**

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto [www.myfloridalicense.com](http://www.myfloridalicense.com). There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

**STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
CONSTRUCTION INDUSTRY LICENSING BOARD**

LICENSE NUMBER
CRC1331307

The RESIDENTIAL CONTRACTOR  
Named below IS CERTIFIED  
Under the provisions of Chapter 489 FS.  
Expiration date: AUG 31, 2018



**SMITH, HAMILTON BEVERIDGE  
DRC EMERGENCY SERVICES, LLC  
P.O. BOX 170 P.O. BOX 17017  
GALVESTON TX 36608**





*State of Florida*  
*Department of State*

I certify from the records of this office that DRC EMERGENCY SERVICES, LLC is an Alabama limited liability company authorized to transact business in the State of Florida, qualified on July 18, 2005.

The document number of this limited liability company is M05000003946.

I further certify that said limited liability company has paid all fees due this office through December 31, 2014, that its most recent annual report was filed on June 10, 2014, and its status is active.

I further certify that said limited liability company has not filed a Certificate of Withdrawal.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Twenty-seventh day of  
January, 2015*



*Ken Detmer*  
*Secretary of State*

Authentication ID: CU5800449263

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

<https://efile.sunbiz.org/certauthver.html>



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /

## Detail by Entity Name

Foreign Limited Liability Company  
DRC EMERGENCY SERVICES, LLC

### Filing Information

**Document Number** M05000003946  
**FEI/EIN Number** 63-1283729  
**Date Filed** 07/18/2005  
**State** AL  
**Status** ACTIVE  
**Last Event** LC AMENDMENT  
**Event Date Filed** 09/29/2015  
**Event Effective Date** NONE

### Principal Address

13 Evia Main  
Galveston, TX 77554

Changed: 04/25/2016

### Mailing Address

110 VETERANS MEMORIAL BLVD,  
SUITE 515  
METAIRIE, LA 70005

Changed: 01/31/2018

### Registered Agent Name & Address

COGENCY GLOBAL INC.  
115 North Calhoun St.  
Suite 4  
Tallahassee, FL 32301

Name Changed: 10/29/2013

Address Changed: 07/07/2015

### Authorized Person(s) Detail

#### **Name & Address**

Title Vice President/ Secretary

FUENTES, KRISTY

2/7/2018

13 Evia Main  
Galveston, TX 77554

Title Exec. Vice President/ General Manager

Thormahlen, Kurt  
13 Evia Main  
Galveston, TX 77554

Title VP

Sullivan, William W  
13 Evia Main  
Galveston, TX 77554

Title VP

Sullivan, Todd P  
13 Evia Main  
Galveston, TX 77554

Title President

Sullivan, John R  
13 Evia Main  
Galveston, TX 77554

Title VP

Stafford, Mark  
13 Evia Main  
Galveston, TX 77554

**Annual Reports**

Report Year	Filed Date
2016	04/25/2016
2016	04/28/2016
2017	04/14/2017

**Document Images**

<a href="#">04/14/2017 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/28/2016 -- AMENDED ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/25/2016 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/29/2015 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">12/03/2014 -- LC Amendment</a>	<a href="#">View image in PDF format</a>
<a href="#">06/10/2014 -- AMENDED ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/13/2014 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">10/29/2013 -- Reg. Agent Change</a>	<a href="#">View image in PDF format</a>
<a href="#">01/21/2013 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/11/2012 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/15/2011 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>

# Agenda Item 9A

2/7/2018

Detail by Entity Name

<a href="#">10/15/2010 -- REINSTATEMENT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/27/2009 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/13/2008 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/02/2007 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">08/03/2006 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/16/2006 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">07/18/2005 -- Foreign Limited</a>	<a href="#">View image in PDF format</a>

Florida Department of State, Division of Corporations

## LITIGATION

### DRC EMERGENCY SERVICES, LLC TEN YEAR LITIGATION AND REGULATORY

(Updated and Revised: June 9, 2018)

The following is a list of all litigation involving DRC Emergency Services, LLC ("DRC") filed, pending or resolved in a ten year period commencing June 9, 2008 and ending June 9, 2018).

#### ALABAMA

1. *DRC Emergency Services, LLC v. RBM Contracting Services, LLC, Case No. 2015-900040*, Mobile County Circuit Court. Lawsuit to compel arbitration to enforce breached settlement agreement. Port St. Lucie construction project. Matter settled and was dismissed on June 12, 2015.
2. *Quality Investment Properties Richmond, LLC v. DRC Emergency Services, LLC*, Mobile County Circuit Court, Case No. 2014-900474. Suit for unpaid rent (approximately \$30,000) in connection with an unsuccessful out-of-state contract bid. Matter settled and was dismissed on June 29, 2015.
3. *Racon, Inc. v. DRC Emergency Services, Transamerican Equipt. Co., Inc. and Transamerican Equipt. Co., LLC*, Tuscaloosa County Cir. Ct., Civil Action No. 63-CV-2014-900549. Unquantified suit for heavy equipment storage fees following an auction and sale of the equipment to a Transamerican Equipt. DRC disputed any obligation for the debt as it was not the purchaser of the equipment. The case settled and dismissed April 11, 2017.
4. *Fuzzell v. DRC Emergency Services, LLC*, No. 14-904190, Jefferson County Cir. Ct., AL. Claim by Stewart G. Fuzzell for breach of an alleged verbal employment agreement which included a purported verbal revenue share. Matter settled and dismissed on April 19, 2016.
5. *Cahaba Disaster Recovery, LLC v. DRC Emergency Services, LLC*, Civil Action No. 01-CV-2015-903953, Circuit Court, Jefferson County, Alabama removed to U.S. Dist. Court for the Northern Dist. Of Alabama, Case No. 15-2096. Payment claim by plaintiff for work allegedly performed on a Joplin, MO tornado debris removal project. Matter settled and awaiting dismissal on April 22, 2016.
6. *DRC Emergency Services, LLC and Liberty Mutual Insurance Company v. R. Baker, Inc.*, Civil Action No. 14-2281, United States District Court for the Northern District of Alabama, Birmingham Division. Declaratory action filed by DRC and its surety against a sub-subcontractor regarding non-liability for lower tier sub-subcontractor claims. Franklin County and Town of Phil Campbell tornado recovery projects. Matter settled and was dismissed on February 12, 2016.
7. *B&B Environmental Services, et al v. DRC Emergency Services, LLC, et al*, Mobile County, Alabama Circuit Court, Case No. 14-903439. Unquantified suit by lower tier sub-subcontractors for payment claiming existence a partnership/joint venture between DRC and its former subcontractor. Multiple disaster recovery projects. Matter settled and dismissed on March 21, 2016.
8. *Weston v. DRC Emergency Services, LLC, et al*, Civil Action No. 13-900067, Marshall County, Alabama Circuit Court. Unquantified personal injury/wrongful death claim. Decedent was an employee of a lower-tier subcontractor. OSHA investigated and issued no citation. Alabama Dept. of Conservation tornado recovery project. All claims against DRC were dismissed (no liability) on January 12, 2015.
9. *International Camp Sales & Service v. DRC Emergency Services, LLC, et. al.*, Circuit Court of Mobile County, AL, Case No. 09-902111. Dispute over an alleged commission agreement for sale of equipment. Lawsuit removed to United States District Court for the Southern District of Alabama, Case No. 09-775, then remanded to state court. Matter stayed pending arbitration. Arbitration ruling against DRC final. DRC satisfied and paid claimant. Lawsuit dismissed August 22, 2014.



# Agenda Item 9A

10. *Williams v. DRC Emergency Services, LLC, et al*, Case No. 2011-903718, Jefferson County, Alabama. Traffic accident case involving an alleged subcontractor. Case settled September 23, 2013 and dismissed September 24, 2014.
11. *Hodges v. DRC Emergency Services, LLC, et al*, Mobile County, Alabama Circuit Court, Case No. 11-902571. Traffic accident. Property damage and personal injury claims. DRC insurer defended. Case settled and dismissed on August 19, 2013.
12. *Luc Raymond v. DRC Emergency Services, LLC*, Case No. 2012-CV-901342, Mobile County, Alabama Circuit Court. Lawsuit for earthquake related work performed in Haiti. Case Settled and dismissed July 24, 2014.
13. *Group CG Builders v. DRC Emergency Services, LLC, et al*, United States District Court for the Southern District of Alabama, Case No. 11-729, on appeal to the U.S. 11th Circuit Court of Appeals, Case No. 12-14586. Suit by sub-subcontractor for disaster recovery work performed in Haiti. Suit in United States against DRC dismissed by district court; dismissal affirmed on appeal August 12, 2013. Suit in Dominican Republic pending.
14. *Black Warrior Solid Waste Authority v. DRC Emergency Services, LLC*, Tuscaloosa County, Alabama Circuit Court, Case No. 2013-900472. Collection dispute involving disposal fees on Tuscaloosa tornado recovery project. Case settled and dismissed on August 15, 2013.
15. *Acton Plumbing & Heating Co., Inc. v. DRC Emergency Services, LLC*, Case No. 2014-904235, Jefferson County, Alabama Circuit Court. Claim by lower-tier sub-subcontractor for Birmingham tornado recovery work. Case settled and dismissed on November 12, 2014.
16. *DRC Emergency Services, LLC v. Experian*, United States District Court for the Southern District of Alabama, Civil Action No. 11-485. DRC claim against credit reporting bureau. Case dismissed on February 8, 2012.
17. *DRC Emergency Services, LLC v. Bassana*, Case No. 2012-CV-544, Mobile County, Alabama Circuit Court. Declaratory action regarding a contract dispute with consultant. Case settled and dismissed on July 16, 2012.
18. *DRC Emergency Services, LLC v. Hodge*, Case No. 2012-CV-207, Mobile County, Alabama Circuit Court. Declaratory action regarding a contract dispute with consultant. Case settled and dismissed on April 5, 2012.

## FLORIDA

19. *DRC Emergency Services, LLC v. Ashbritt, Inc.*, United States District Court for the Southern District of Florida, Civil Action No. 14-62924. Business disparagement claim. Matter voluntarily dismissed on September 16, 2015.

## KENTUCKY

20. *Bellsouth Telecommunications, Inc. v. DRC Emergency Services, LLC*, Case No. 11-37, Hickman County Circuit Court, Kentucky. Property damage claim to utility pole. Case settled and dismissed on February 20, 2014.

## LOUISIANA

# Agenda Item 9A

21. *Fin & Feather v. Plaquemines Parish, Cahaba Disaster Recovery, All South Consulting Engineers and DRC Emergency Services, LLC*, Civil Action No. 56-844, 25th Judicial District Court, Plaquemines Parish, Louisiana. Unquantified claim for damage to a pier and boat-house. DRCES and Cahaba's motion for summary judgment based on the Hurricanes Katrina and Rita Immunity Statute was granted on October 29, 2015; affirmed on appeal.
22. *Cora Williams v. DRC Emergency Services, LLC, Beck & City of New Orleans*, Civil Action No. 2009-4151, Orleans Parish Civil District Court. Unquantified property damage claim in connection with New Orleans demolition project. DRC insurer defending. Case settled and dismissed August 23, 2017.
23. *Gulf State Construction v. DRC Emergency Services, LLC*, Civil Action No. 2012-10783, Orleans Parish Civil District Court. Pro se lawsuit by a subcontractor seeking \$180,000 payment for site work and demolition work on the Orleans Parish Sheriff's Office construction project. DRCES disputes plaintiff's claims on several procedural and substantive grounds: (1) Gulf States had no Louisiana contractor's license and, therefore, the subcontract is unenforceable as a matter of law; (2) Gulf States performed only minimal site work for which it was paid; (3) Gulf States was paid for mobilization but only mobilized three pieces of equipment to the job site and, therefore, could not execute the site work. No action has been taken in this matter for over four years.
24. *Southern Industrial Contractors v. DRC Emergency Services, LLC*, Civil Action No. 613964, 19th Judicial District Court, East Baton Rouge Parish, Louisiana. This lawsuit arises out of a roadway construction project for St. Bernard Parish, LA. DRCES was a subcontractor to Southern Industrial Contractors (SIC). Two roads were constructed by DRCES. SIC filed suit against DRCES contending that DRC's work was substandard. SIC conducted third-party testing on both roads, which were determined to be structurally sound. Both roads were accepted by project owner. No action has been taken in this matter for over four years.
25. *McGraw v DRC Emergency Services, LLC*, Case No. 2009-51580, First City Court of New Orleans. Property damage claim during a New Orleans demolition project. Plaintiff sued DRC and lower-tier subcontractor. Matter was dismissed on May 29, 2015.
26. *Down South Services, LLC v. DRC Emergency Services, LLC*, Case No. 59-035, 25th Judicial District Court for Plaquemines Parish, Louisiana. Claim by equipment supplier in connection with the BP oil spill project. DRC disputed plaintiff's claim and tendered 68% of plaintiff's demand pending further backup detail from plaintiff. No backup detail was provided. The lawsuit is open but plaintiff has abandoned the claim under Louisiana law having taken no step in the litigation since 2011.
27. *American Amphibious Equipment and Rental, Inc. v. Brookhaven Maintenance South Contract Corp., et al*, Case No. 55-252, 25th Judicial District Court for Plaquemines Parish, Louisiana. Collection claim by an equipment supplier to a lower-tier subcontractor on the Hurricane Katrina project. On April 13, 2009, one of the lower-tier subcontractors filed for Chapter 11 bankruptcy relief (USDC SD Miss. Case No. 09-50745) and the instant lawsuit was stayed. The Chapter 11 reorganization proceeding was converted to a Chapter 7 liquidation on July 23, 2009. The plaintiff in the instant case did not seek to lift the bankruptcy stay and did not otherwise take any steps in the instant litigation since 2009. The instant matter, therefore, has been abandoned under Louisiana law.
28. *DRC Emergency Services, LLC v. City of Westlake*, Case No. 2011-5412, 14th Judicial District Court, Calcasieu Parish, Louisiana. Claim by DRC for non-payment for post-disaster recovery services on the Hurricane Rita project. The matter was settled on April 16, 2012 and was dismissed on August 17, 2012.
29. *Nora v. Atmos Energy, Gray Insurance and DRC Emergency Services, LLC*, Case No. 148773 and *Phillips v. Atmos Energy, Gray Insurance and DRC Emergency Services, LLC*, Case No. 148,774, Jefferson Parish, Louisiana First Parish Court. Minor property damage claims to natural gas line that utility neglected to disconnect during a Jefferson Parish, LA demolition project. Cases settled and dismissed on January 10, 2013 (Case No. 148,773) and January 13, 2013 (Case No. 148,774).
30. *Hatcher v. DRC Emergency Services, LLC, et al*, Case No. 09-7695, Civil District Court of Orleans Parish, Louisiana. Property damage claim for striking a fence attached to an abandoned home. Hurricane Katrina demolition project. Case settled for nuisance value and dismissed on February 6, 2014.

# Agenda Item 9A

31. *Lincoln v. Plaquemines Parish, et al*, Case No. 57-205, 25th Judicial District Court, Plaquemines Parish, Louisiana. Property damage claim arising out of the Hurricane Katrina canal debris removal project. Case settled and dismissed on April 30, 2013 (main demand) and July 23, 2013 (third party demand and cross claims).
32. *First Equity v. DRC Emergency Services, LLC, et al*, Case No. 58-937, 25th Judicial District Court for Plaquemines Parish, Louisiana. Suit by landowner regarding canal silt placed on property. Case Settled and dismissed on April 1, 2013.
33. *Pivach, Pivach v. DRC Emergency Services, LLC , et al*, Case No. 11-1793, United States District Court for the Eastern District of Louisiana. Suit by landowner regarding canal silt placed on property. Hurricane Katrina project. Case Settled and dismissed on March 18, 2013.
34. *B&S Equipment v. DRC Emergency Services, LLC, et al*, Case No. 708-443, 24th Judicial District Court for Jefferson Parish, Louisiana. Lawsuit removed to United States District Court for Eastern District of Louisiana, Case No. 11-3144, then remanded to state court. Claim by lower-tier sub-subcontractor for unpaid work. Hurricane Katrina project. Case settled on July 3, 2014.
35. *DRC Emergency Services, LLC v. Eaton, Poli-Sync, et al*, Orleans Parish, Louisiana, Civil District Court, Case No. 12-1921. Suit for declaratory judgment involving a contract dispute. Case voluntarily dismissed on June 28, 2013.
36. *Pennington Construction v. DRC Emergency Services, LLC, et al*, Case No. 617389, 19th Judicial District Court East Baton Rouge Parish, Louisiana. Suit for retainage on project. Case settled on March 20, 2013 and dismissed April 8, 2014.
37. *Lauren Banks v. Starr Indemnity and Liberty Co, et al*, Case No. 13-51237, First City Court for the City of New Orleans, LA. Automobile accident/personal injury lawsuit. Case settled and dismissed on August 2, 2013.
38. *Southland Plumbing Supply v. DRC Emergency Services, LLC*, Case No 153-926, Jefferson Parish First Parish Court. Collection suit by a supplier on construction project. Case settled and dismissed on February 26, 2013.
39. *Harbor Community Church v. Cahaba Disaster Recovery, LLC, et al*, Case No. 2013-10113, Orleans Parish, Louisiana Civil District Court. Property damage claim: Hurricane Ike recovery project. Case settled and dismissed on June 23, 2014.
40. *Colletti vs. Tiger Tugz, LLC*, Case No. 10-1099, United States District Court for the Western District of Louisiana. Maritime personal injury lawsuit. Grand Isle, LA rock jetty project. Settled by insurers and dismissed on May 10, 2012.
41. *Bayou Fuel v. DRC Emergency Services, LLC*, Case No. 11-2894, United States District Court for the Eastern District of Louisiana. Collection claim for fuel supplied in connection with the BP oil spill project. Case settled and dismissed on March 26, 2013.
42. *DRC Emergency Services, LLC, et al v. ARHB, LLC, et al*, Case No. 57-239, 25th Judicial District Court for Plaquemines Parish, Louisiana. Claim asserted by DRC and DBR Associates against a subcontractor for breach of contract in connection with a public works construction project. The matter was settled and the suit dismissed on July 12, 2012.

# Agenda Item 9A

43. *Strohmeyer, et al v. DRC Emergency Services, LLC, et al*, Case No. 57-235, 25th Judicial District Court for Plaquemines Parish, Louisiana. Claim by landowner for property damages arising out of a Hurricane Katrina marine dredging project. Case settled and was dismissed on November 11, 2011.
44. *Terrebonne Parish Consolidated Government v. DRC Emergency Services, LLC, et al*, Case No. 177363, 32<sup>nd</sup> Judicial District Court, Terrebonne Parish, Louisiana. Claim by the Parish for breach of contract in connection with a waterway dredging project. Immediately after suit, DRC met with Parish representatives and asserted that: (1) its dredging methods on the project complied with accepted industry standards; (2) the engineering design template could not be achieved due, in part, to (a) soil and waterway conditions, and (b) defects/flaws in the original project design and specifications; and, (3) DRC further asserted that claims by neighboring landowners were outside the scope of the parties' contract. The parties' dispute was settled. Under the settlement DRC performed limited repair work to adjacent tracts; no additional dredging was required of DRC. The project has now been accepted by the Parish and the lawsuit was dismissed.
45. *Dubuque Barge & Fleeting Service, Inc. d/b/a Newt Marine Service v. DRC Emergency Services, LLC, et al*, No. 10-516, USDC EDLA. Claim by a lower-tier subcontractor/supplier on a disaster recovery project. Case was dismissed on March 11, 2011. 2005 Hurricane Katrina project.
46. *Good Streak Marine, Inc. v. DRC Emergency Services, LLC, et al*, No. 58-882, 25th JDC for Plaquemines Parish, Louisiana. Claim by vessel owner arising out of the BP oil spill project. Case settled and was dismissed on August 11, 2011.
47. *Arceneaux v. DRC Emergency Services, LLC, et al*, No. 56-611, 25th JDC for Plaquemines Parish, Louisiana. Personal injury claim. Case settled and dismissed on February 18, 2011. 2005 Hurricane Katrina project.
48. *Landrieu Construction, Inc. v. DRC Emergency Services, LLC, et al*, No. 09-3418 USDC EDLA. Claim by a subcontractor on a disaster recovery project. Case settled and was dismissed on May 7, 2010. 2005 Hurricane Katrina project.
49. *M&L Industries, LLC v. DRC Emergency Services, et al*, No. 57-577, 25th JDC Plaq. Parish, LA. Claim by a supplier to a lower-tier subcontractor. Lawsuit was voluntarily dismissed by plaintiff on May 10, 2010. 2005 Hurricane Katrina project.
50. *Environmental Operators, LLC v. DRC Emergency Services, LLC*, No. 56-523, 25th JDC Plaquemines Parish, Louisiana. Payment claim by lower-tier subcontractor. Case settled and was dismissed on November 10, 2009. 2005 Hurricane Katrina project.
- 50A. *DRC Emergency Services, LLC v. Welborn*, No. C658294, 19th JDC, East Baton Rouge Parish. Suit to cancel improperly recorded lien; counter-claim for payment for alleged extra work. Related matter: No. 17-430 USDC MDLA; Lien was cancelled.
- 50B. *Baker v. DRC Emergency Services, LLC*, No. 16-CV-1468, USDC WDLA. Suit to collect for extra work on highway maintenance project. Case was settled and dismissed on September 26, 2017.
- 50C. *Ultra Lane v. DRC*, USDC MDLA. No. 17-430. Payment claim by lower tier subcontract. Plaintiff voluntarily deleted DRC from the lawsuit via an amended complaint. Case dismissed.
- 50D. *Infinity Trucking and Constr. v. Cahaba Disaster Recovery, et al*, No. 18-1700, USDC, EDLA. Suit by lower tier subcontractor on a demolition project.



# Agenda Item 9A

## MISSISSIPPI

51. *DRC Emergency Services, LLC v. City of Louisville, Mississippi*, Case No. 2014-087-CVM, Circuit of Winston County, Mississippi. Disaster debris removal contract award protest by DRC. Dismissed February 26, 2015.
52. *Touchstone v. DRC Emergency Services, LLC, et al*, Case No. 11-185, United States District Court for the Northern District of Mississippi. Suit for alleged services and equipment provided on a USACE Coldwater Creek construction project. Case settled and dismissed on August 23, 2013.
53. *Graves and Palmertree v. DRC Emergency Services, LLC*, Case No. 2012-179, Desoto County, MS. Collection suit for unpaid attorney's fees. Case settled and dismissed February 19, 2013.
54. *Dien's Auto Sales & Salvage, Inc. v. DRC Emergency Services, LLC, et al*, Case No. CV2011-107GCD, Circuit Court Desoto County, Mississippi. Claim by an equipment supplier to a subcontractor on the USACE Coldwater Creek construction project. Claim was settled and dismissed on June 5, 2012.

## MISSOURI

55. *Environmental Works, Inc. v DRC Emergency Services, LLC*, Circuit Court, Greene Co., MO, Case No. 1331-CC00237. Suit for breach of contract for work in Joplin, MO regarding air monitoring services. USACE Joplin tornado recovery project. Case settled and dismissed on June 10, 2014.
56. *Waste Corporation of Missouri v. DRC Emergency Services, LLC*, Case No. 12AO-CC00081, Circuit Court Jasper County, Missouri. USACE Joplin tornado recovery project. Suit for unpaid waste disposal fees. Case settled and dismissed on May 16, 2012.
- 56A. *Hershewe v. DRC Emergency Services, Jasper County Cir. Court Missouri*, No. 17-181. Suit for accounting and profit share from Joplin tornado project.

## NEW YORK

57. *DRC Emergency Services, LLC v. Fuzzell*, Case No. 15-1000, United States District Court for the Southern District of New York. Suit to recover equipment. Settled and dismissed on March 16, 2016 .
58. *Luther S. Pate, IV v. DRC Emergency Services, LLC, et al*, Index No. 654058, Supreme Court of New York, County of New York. Suit for breach of contract regarding an alleged verbal promise to convey non-voting equity following the default of a loan guaranteed by plaintiff and subsequent settlement agreement by plaintiff of same. DRC is listed as a non-party defendant. Case dismissed as to DRC July 18, 2016.

## NORTH CAROLINA

59. *Caroline-A-Contracting v. DRC, Inc. d/b/a DRC Group DRC Emergency Services, LLC and Ray Peele*, Case No. 12-CvD-0394. Claim by lower-tier subcontractor for non-payment. Birmingham tornado recovery project. Case settled and dismissed on December 16, 2014.

## NORTH DAKOTA

60. *Moorhead Electric v. DRC Emergency Services, LLC, et al*, Case No. 12-126, United States District Court for the Northern District of North Dakota. Collection suit by subcontractor on a USACE Minot, ND construction project. Case settled on January 30, 2013 shortly after acquisition by new ownership. Case dismissed on November 4, 2013.



# Agenda Item 9A

61. *Wagner Construction v. DRC Emergency Services, LLC*, Civil Action No. 12-144, United States District Court for the Northern District of North Dakota. Claim by subcontractor on a USACE Minot, ND construction project. Matter settled shortly after acquisition of DRC by new ownership. Case dismissed on February 5, 2013.

## TEXAS

62. *Commerce Street Capital v. Pate, et al*, Civil Action No. 14-1802, United States District Court for the Northern District of Texas, Dallas Division. Suit by investment banker for non-payment of approximately \$400,000 in connection with the prior acquisition of DRC by new owners. DRC disputes obligation for the alleged debt. The matter settled and was dismissed on November 18, 2015.

63. *Segler Enterprises v. DRC Emergency Services, LLC*, Case No. 931,609, Harris County, Texas. Landlord sued DRC (tenant) for past-due rent; DRC (tenant) countersued for damages caused by water leaks in leased premises. DRC (tenant) prevailed at trial on its counterclaim against landlord for damages. Case settled following trial and was dismissed on February 20, 2013.

64. *Wells v DRC Emergency Services, LLC*, Case No. JC-134-11, Small Claims Chambers, Texas. Suit for alleged minor damage to land. Hurricane Ike, Chambers County recovery project. Case settled August 6, 2013.

65. *Mustang Rentals v. DRC Emergency Services, LLC, et al*, District Court, Harris, Texas, Case No. 2013-22617. Claim for rental fees owed by subcontractor. Case settled and dismissed on June 11, 2013.

66. *Albert J. Isakson v. DRC Emergency Services, et al*, United States District Court for the Southern District of Texas, Case No. 1:12-CV-227. Suit for additional compensation for work performed in Guam in or about 1998 on a disaster recovery project. DRC was not a contracting party. Case dismissed without prejudice by order dated June 26, 2012.

67. *Rankin v. DRC Emergency Services, LLC*, Case No. 10-1343, United States District Court for the Southern District of Texas. Collection suit by lower-tier, sub-subcontractor for site management work on a disaster recovery project. Mediation unsuccessful. Case proceeded to trial. Plaintiff verdict at trial. Case settled on appeal; judgment satisfied by DRC on July 10, 2012.

68. *Gonzales v. DRC Emergency Services, LLC, et al*, Civil Action No. 2010-27703, Harris County, Texas District Court. Claim by lower-tier sub-subcontractor. Hurricane Ike-City of Houston recovery project. Claim settled and lawsuit dismissed April 23, 2012.

69. *In re DRC Emergency Services, LLC*, Case No. 2012-38503, 333rd Judicial District, Harris County Texas. Hurricane Ike-City of Houston recovery project. Lawsuit to conduct discovery in anticipation of litigation. Matter dismissed.

70. *Gonzales v. DRC Emergency Services, LLC, et al*, Civil Action No. 2010-27703, Harris County, Texas District Court. Claim by lower-tier sub-subcontractor. Claim settled and lawsuit dismissed April 23, 2012. 2008 Hurricane Ike recovery project.

71. *DRC Emergency Services, LLC v. Survey Equipment Services, Inc.*, Case No. 2009-33303, 269th Judicial District, Harris County, Texas. Claim by DRC against equipment manufacturer for breach of contract. Case settled and dismissed on June 29, 2010. 2008 Hurricane Ike recovery project.

# Agenda Item 9A

72. *DRC Emergency Services, LLC v. Galveston Yacht Club, Inc., et al*, Case No. 2010- CV4028, 212th Judicial District, Galveston County, Texas. Payment claim by DRC for disaster recovery services. Case settled and dismissed on July 19 and 21, 2011. 2008 Hurricane Ike recovery project.
73. *J.A. Chorens Investments, LLC v. DRC Emergency Services, LLC, et al*, Arbitration. Claim by a lower-tier subcontractor for accounting work, advances and a purported profit with another lower-tier subcontractor. Case settled December 21, 2010. 2008 Hurricane Ike recovery project.
74. *Aguero v. DRC Emergency Services, LLC, et al*, Case No. 966881, County Court, Harris County, Texas. Claim by a lower-tier subcontractor. Case settled March 22, 2011 and suit dismissed on April 15, 2011. 2008 Hurricane Ike recovery project.
75. *PATCO Contractors, Inc. v. DRC Emergency Services, LLC, et al*, Case No. 09-2301, United States District Court for the Southern District of Texas. Claim by a lower-tier subcontractor on a disaster recovery project. Case settled and was dismissed on April 10, 2010. 2008 Hurricane Ike recovery project.
76. *Recovery Solutions, LLC v. DRC Emergency Services, LLC, et al*, Case No. 2010-9327, 165th Judicial District, Harris County, Texas. Payment claim filed by a lower-tier subcontract for post-hurricane work. Claimant was paid by subcontractor and suit was dismissed on June 4, 2010. 2008 Hurricane Ike recovery project.
77. *Recovery Solutions, LLC v. DRC Emergency Services, LLC, et al*, Case No. 2010-9655, 295th Judicial District, Harris County, Texas. Payment claim filed by a lower-tier subcontract for post-hurricane work. Claimant was paid by subcontractor and suit was dismissed on June 2, 2010. 2008 Hurricane Ike recovery project.
78. *Recovery Solutions, LLC v. DRC Emergency Services, LLC, et al*, Case No. 2010-9647, 295th Judicial District, Harris County, Texas. Payment claim filed by a lower-tier subcontract for post-hurricane work. Claimant was paid by subcontractor and suit was dismissed on June 2, 2010. 2008 Hurricane Ike recovery project.
79. *Recovery Solutions, LLC v. DRC Emergency Services, LLC, et al*, Case No. 2010-436, 10th Judicial District, Galveston County, Texas. Payment claim filed by a lower-tier subcontract for post-hurricane work. Claimant was paid by subcontractor. 2008 Hurricane Ike recovery project.
80. *Recovery Solutions, LLC v. DRC Emergency Services, LLC, et al*, Case No. 2010-9596, 61st Judicial District, Harris County, Texas. Payment claim filed by a lower-tier subcontract for post-hurricane work. Claimant was paid by subcontractor and suit was dismissed on June 8, 2010. 2008 Hurricane Ike recovery project.
81. *C&J Bark Haulers, Inc. v. DRC Emergency Services, LLC, et al*, Case No. 2009-54307, 281st Judicial District, Harris County, Texas. Payment claim filed by a lower-tier subcontract for post-hurricane work. Claimant was paid by subcontractor and suit was dismissed on May 20, 2010. 2008 Hurricane Ike recovery project.
82. *C&J Bark Haulers, Inc. v. DRC Emergency Services, LLC, et al*, Case No. 2009-54478, 152nd Judicial District, Harris County, Texas. Payment claim filed by a lower-tier subcontract for post-hurricane work. Claimant was paid by subcontractor and suit was dismissed on May 18, 2010. 2008 Hurricane Ike recovery project.
83. *TransTeq Environmental Solutions, Inc. v. DRC Emergency Services, LLC*, Case No. 2009-3428, United States District Court for the Southern District of Texas. Payment demand by a lower-tier subcontractor. Case settled and dismissed November 12, 2009. 2008 Hurricane Ike recovery project.
84. *Contreras v. Terrence, et al*, #18-3519, 134th JDC, Dallas County, TX. Suit by lower-tier subcontractor. No contract privity with DRC. Claim is being investigated and researched by DRC.

# Agenda Item 9A

## WASHINGTON D.C.

85. *Kelley Drye & Warren v. DRC Emergency Services, LLC*, Case No. 2013 CA-001626C, Superior Court, Dist. of Columbia. Collection suit for attorney's fees. Case settled and dismissed on May 17, 2013.

## BP OIL SPILL RELATED LITIGATION

86. The lawsuits set forth in Sub-paragraphs 86(a)-(ll) below arise out of the BP oil spill clean-up/recovery project. The lawsuits relate to general economic loss claims, personal injury tort-based claims, contract-based charter-hire payment claims and purported discrimination claims. Pursuant to the BP-DRC Master Subcontract Agreement, BP is obligated and has defended and indemnified DRC.

a. *In Re: Oil Spill By The Oil Rig "Deepwater Horizon" In The Gulf of Mexico*, United States District Court for the Eastern District of Louisiana, Civil Action No. MDL 2179. This is the lead case in the BP Multi-District Litigation. With the exception of a few state court cases, all cases below have been consolidated into the lead MDL case. Pursuant to the District Court's February 2016 ruling, many personal injury claims below have been dismissed; however, out of an abundance of caution, these cases remain listed until a formal dismissal order is issued. By court order, all non-personal injury cases consolidated in the MDL are stayed and unserved on the defendants until further notice by the District Court.

b. *Caulfield v. DRC Emergency Services, LLC, et al.*, United States District Court for the Eastern District of Louisiana, Civil Action No. 11-1891.

c. *Black v. DRC Emergency Services, LLC, et al.*, United States District Court for the Eastern District of Louisiana, Civil Action No. 11-867. Dismissed.

d. *Pearson v. DRC Emergency Services, LLC, et al.*, United States District Court for the Eastern District of Louisiana, Civil Action No. 11-863.

e. *Lambert v. DRC Emergency Services, LLC, et al.*, 24th Judicial District Court for Jefferson Parish Louisiana, Civil Action No. 702311.

f. *Baudier v. DRC Emergency Services, LLC, et al.*, 24th Judicial District Court for Jefferson Parish Louisiana, Civil Action No. 703-286.

g. *Turner v. DRC Emergency Services, LLC, et al.*, Case No.52826, Harris County, Texas Circuit Court, removed to USDC EDTX, Civil Action No. 12-64, remanded. Settled and dismissed on February 10, 2015.

h. *McCormick v. DRC Emergency Services, LLC*, 11-2141 Civil Action No. 11-2141. Settled and dismissed on March 18, 2013.

i. *Turlich v. DRC Emergency Services, LLC, et al.*, 25th Judicial District Court for Plaquemines Parish Louisiana, Civil Action No. 59-076.

j. *Luke Boudreaux v. The DRC Group, et al.*, United States District Court for the Eastern District of Louisiana, Civil Action No. 11-03179.

k. *Fitzgerald v. DRC Emergency Services, LLC, et al.*, United States District Court for the Eastern District of Louisiana, Civil Action No. 13-650.

l. *Matherne Business Associates v. DRC Emergency Services, LLC*, United States District Court for the Eastern District of Louisiana, Civil Action No. 11-449.

m. *Rodrigue Business Associates v. DRC Emergency Services, LLC*, United States District Court for the Eastern District of Louisiana, Civil Action No. 11-445.

# Agenda Item 9A

- n. *Pearson and Black v. DRC Emergency Services, LLC*, 24th Judicial District Court for Jefferson Parish Louisiana, removed to USDC EDLA, Civil Action No. 11-778.
- o. *Chad Rogers v. DRC Emergency Services, LLC, et al.*, 19th Judicial District Court for East Baton Rouge Parish Louisiana, Civil Action No. 601084 removed to USDC MDLA Civil Action No. 11-331, transferred to USDC EDLA Civil Action No. 11-1295.
- p. *Frelich v. DRC Emergency Services, LLC, et al.*, 25th Judicial District Court for Plaquemines Parish Louisiana, Civil Action No. 59-616.
- q. *Foussell, et al, v. DRC Emergency Services, LLC, et al*, United States District Court for the Eastern District of Louisiana, Civil Action No. 11-1195.
- r. *Trung v. Emergency Services, LLC*, United States District Court for the Eastern District of Louisiana, Civil Action No. 11-2766.
- s. *Daigle v. DRC Emergency Services, LLC*, United States District Court for the Eastern District of Louisiana, Civil Action No. 11-2499.
- t. *Duong, et al v. Emergency Services, LLC*, United States District Court for the Eastern District of Louisiana, Civil Action No. 12-814. (DRC tendered to BP for defense/indemnity; awaiting response).
- u. *Duong, et al v. DRC Emergency Services, LLC*, United States District Court for the Eastern District of Louisiana, Civil Action No. 13-605.
- v. *Dinwiddie v. DRC Emergency Services, LLC*, United States District Court for the Eastern District of Louisiana, Civil Action No. 12-426. (DRC tendered to BP for defense/indemnity; awaiting response).
- w. *Brown v. DRC Emergency Services, LLC*, United States District Court for the Eastern District of Louisiana, Civil Action No. 12-2333. (DRC tendered to BP for defense/indemnity; awaiting response).
- x. *Elmer Rogers v. DRC Emergency Services, LLC*, Orleans Parish Civil District Court, Civil Action No. 14-8304, Div. "J" removed to USDC EDLA Civil Action No. 14-2285 (DRC tendered to BP for defense/indemnity; awaiting response).
- y. *Gros, et al v. DRC Emergency Services, LLC, et al*, United States District Court for the Eastern District of Louisiana, Civil Action No. 11-1824. Wage claim. Settled and dismissed March 21, 2013. Related matter *DRC Emergency Services, LLC, et al v. BP Exploration & Production, Inc., et al*, United States District Court for the Eastern District of Louisiana, Civil Action No. 12-2510. Settled and was dismissed on March 7, 2014.
- z. *Hayden v. Mitchell Liftboats, LLC v. DRC Emergency Services, LLC, et al*, 25th Judicial District Court, Plaquemines Parish, Louisiana, Civil Action No. 60-624. Lawsuit removed to U.S. Dist. Court for Eastern District of Louisiana, Case No. 13-5234 and consolidated with MDL 2179. Case settled and dismissed on December 5, 2014.
- aa. *Hayden v. A.M.C. Liftboats, Inc. v. DRC Emergency Services, LLC, et al*, 25th Judicial District Court, Plaquemines Parish, Louisiana, Civil Action No. 60-624. Lawsuit removed to U.S. Dist. Court for Eastern District of Louisiana, Case No. 13-5235 and consolidated with MDL 2179. Case settled and dismissed on December 5, 2014.
- bb. *In re Triton Asset Leasing GmbH*, U.S. Dist. Court for Eastern District of Louisiana, Case No. 10-2771. Statutory limitation of liability proceeding invoked by a vessel owner which was consolidated with MDL 2179.
- cc. *Alexander v. DRC Emergency Services, LLC, et al*, United States District Court for the Eastern District of Louisiana, Civil Action No. 11-951. DRC is named as a defendant but was never served with legal process. Lawsuit was consolidated in MDL 2179.



# Agenda Item 9A

dd. *Strike Zone Charters v. BP*, United States District Court for the Eastern District of Louisiana, Civil Action No. 16-5960.

ee. *Reefkeeper, LLC v. BP*, United States District Court for the Eastern District of Louisiana, Civil Action No. 16-5955.

ff. *Terry v. BP*, United States District Court for the Eastern District of Louisiana, Civil Action No. 16-4137.

gg. *Lim v. BP*, United States District Court for the Eastern District of Louisiana, Civil Action No. 16-3950.

hh. *Duong v. BP*, United States District Court for the Eastern District of Louisiana, Civil Action No. 16-3953.

ii. *Ly v. BP*, United States District Court for the Eastern District of Louisiana, Civil Action No. 16-3957.

jj. *Ly v. BP*, United States District Court for the Eastern District of Louisiana, Civil Action No. 16-4027.

kk. *Nguyen v. BP*, United States District Court for the Eastern District of Louisiana, Civil Action No. 16-3952.

ll. *Nguyen v. BP*, United States District Court for the Eastern District of Louisiana, Civil Action No. 16-3955.

## DOMINICAN REPUBLIC

87. *Group CG Builders v. DRC Emergency Services, LLC, et al.* Suit by sub-subcontractor for disaster recovery work performed in Haiti. Suit in the United States against DRC dismissed by federal district court; dismissal affirmed on appeal August 12, 2013. See No. 13 above. Suit in Dominican Republic pending but dormant.

## REGULATORY

88. DRC Emergency Services, LLC was suspended by the U.S. Air Force in September 2014 for 22 business days relating to a project in Joplin, Missouri that occurred over five years ago when the company was operated under previous ownership. None of the individuals that were named in the suspension are currently employed by DRC Emergency Services, LLC. DRC Emergency Services, LLC currently operates in good standing with all branches of Government.

89. On September 12, 2014, the Louisiana Department of Natural Resources, Office of Coastal Management issued a Compliance Order to DRC Emergency Services, LLC for the temporary damage to marsh grass (e.g. tracks in marsh grass caused by marsh buggy and work staging) and ordering a contribution of \$144,058.00 to the State's Coastal Mitigation Account. The Consent Order expressly acknowledged that the habitat area had been naturally restored. The Compliance Order was appealed and the parties subsequently settled the matter which included a non-admission of liability by DRC Emergency Services, LLC. The matter was dismissed on October 5, 2015.

90. By Consent Order dated March 9, 2015, the South Carolina Department of Health and Environmental Control assessed a \$10,000 civil penalty against DRC Emergency Services, LLC for burning vegetative debris within 1000 feet from a public roadway. The incident was self-reported by DRC Emergency Services, LLC.





### E-VERIFY ACKNOWLEDGEMENT

RFP#: 2018-003

Project Description: Disaster and Debris Management Services

Vendor/Consultant acknowledges and agrees to the following:

Vendor/Consultant:

1. Shall utilize the United States (U.S.) Department of Homeland Security's E-Verify system to verify employment eligibility of all new employees hired by the Vendor/Consultant during the term of the contract; and
2. Shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

Contract Firm: DRC Emergency Services, LLC

Authorized Signature:   
Kristy Fuentes

Title: Vice President, Secretary, Treasurer Date: 6/20/18



North Bay Village

RFP NO. 2018-003

**ATTACHMENT F**

**SWORN STATEMENT PURSUANT TO SECTION 287.133 (3)(a),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the NORTH BAY VILLAGE by:

Kristy Fuentes Vice President/Secretary/Treasurer  
[print individual's name and title]

for DRC Emergency Services, LLC  
[print name of entity submitting sworn statement]

whose business address is 110 Veterans Boulevard, Suite 515, Metairie, LA 70005

and (if applicable) its Federal Employer Identification Number (FEIN) is 63-1283729 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: N/A).

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to , any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133 (1)(a), Florida Statutes, means:

a. A predecessor or successor of a person convicted of a public entity crime; or

b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in any person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person



controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

- 5. I understand that a “person” as defined in Paragraph 287.133 (1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies.]

X  Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent of July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [Attach a copy of the final order.]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY, AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

  
\_\_\_\_\_  
Signature (Blue ink only)



North Bay Village

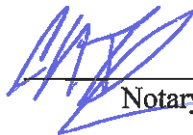
RFP NO. 2018-003

**ATTACHMENT F**

STATE OF FLORIDA        )  
  )  
COUNTY OF MIAMI-DADE )

On this the 8 day of June, 20 18, before me, the undersigned Notary Public of the State of Florida, personally appeared (Name(s) of individual(s) who appeared before notary) Krudy Fuentes and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal.

  
\_\_\_\_\_  
Notary Public, State of Florida

NOTARY PUBLIC:  
SEAL OF OFFICE:

\_\_\_\_\_  
(Name of Notary Public: print, stamp or type as commissioned.)

**CARY A. DES ROCHES**  
NOTARY PUBLIC  
State of Louisiana, Bar No. 19550  
My Commission is for life

- Personally known to me, or
- Personal identification:  
\_\_\_\_\_  
(Type of Identification Produced)
- Did take an oath, or
- Did Not take an oath



North Bay Village

RFP NO. 2018-003

## ATTACHMENT G

ACORD CERTIFICATE OF LIABILITY INSURANCE				DATE (MM/DD/YYYY)
PRODUCER		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.		
INSURED		INSURERS AFFORDING COVERAGE		
YOUR COMPANY NAME HERE		INSURER A	Companies providing coverage	
		INSURER B		
		INSURER C		
		INSURER D		
		INSURER E		
<b>COVERAGES</b>				
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.				
TYPE	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)
	<input type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> GEN. AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> policy <input type="checkbox"/> project <input type="checkbox"/> occ	Must Include General Liability		
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			
	<input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/> ANY AUTO			
	<input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION/LIMIT			
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY			
	OTHER			
				LIMITS EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXPENSES AND DENTAL \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$
				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY AGG \$
				EACH OCCURRENCE \$ AGG PER DATE \$ \$ \$ \$
				<input type="checkbox"/> OCCUR/ELIM. LIMITS <input type="checkbox"/> POLICY PERIOD EL. EACH ACCIDENT \$ EL. DISEASE - EA EMPLOYEE \$ EL. DISEASE - POLICY LIMIT \$
DESCRIPTION OF OPERATIONS, LOCATIONS, VEHICLES, ETC. Certificate must contain wording similar to what appears below <b>"THE CERTIFICATE HOLDER IS NAMED AS ADDITIONALLY INSURED WITH REGARD TO GENERAL LIABILITY"</b>				
CERTIFICATE HOLDER		ADDITIONAL INSURED (INSURER LETTER)		CANCELLATION
North Bay Village 1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141		City Must Be Named as Certificate Holder		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION ALL 30 DAYS WRITTEN LEFT
AUTHORIZED REPRESENTATIVE				



# Agenda Item 9A



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/11/2017

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

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

<b>PRODUCER</b> MCGRIFF, SEIBELS & WILLIAMS OF TEXAS, INC. 818 Town & Country Blvd, Suite 500 Houston, TX 77024-4549	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 713-877-8975      FAX (A/C, No): 713-877-8974 E-MAIL ADDRESS: _____														
<b>INSURED</b> DRC Emergency Services, LLC P.O. Box 17017 Galveston, TX 77552	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Underwriters At Lloyd's, London</td> <td style="text-align: center;">15792</td> </tr> <tr> <td>INSURER B : United States Fire Insurance Company</td> <td style="text-align: center;">21113</td> </tr> <tr> <td>INSURER C : Texas Mutual Insurance Company</td> <td style="text-align: center;">22945</td> </tr> <tr> <td>INSURER D : Argonaut Insurance Company</td> <td style="text-align: center;">19801</td> </tr> <tr> <td>INSURER E : Crum &amp; Forster Specialty Insurance Company</td> <td style="text-align: center;">44520</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Underwriters At Lloyd's, London	15792	INSURER B : United States Fire Insurance Company	21113	INSURER C : Texas Mutual Insurance Company	22945	INSURER D : Argonaut Insurance Company	19801	INSURER E : Crum & Forster Specialty Insurance Company	44520	INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Underwriters At Lloyd's, London	15792														
INSURER B : United States Fire Insurance Company	21113														
INSURER C : Texas Mutual Insurance Company	22945														
INSURER D : Argonaut Insurance Company	19801														
INSURER E : Crum & Forster Specialty Insurance Company	44520														
INSURER F :															

**COVERAGES      CERTIFICATE NUMBER: 2NNUZVUH      REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS			
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: _____		X	X	B0621EMSSL000317	05/26/2017	05/26/2018	EACH OCCURRENCE	\$ 1,000,000	
								DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000	
								MED EXP (Any one person)	\$ 10,000	
								PERSONAL & ADV INJURY	\$ 1,000,000	
								GENERAL AGGREGATE	\$ 2,000,000	
								PRODUCTS - COM/POP AGG	\$ 2,000,000	
									\$	
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			X	X	1337407101	05/26/2017	05/26/2018	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
									BODILY INJURY (Per person)	\$
									BODILY INJURY (Per accident)	\$
									PROPERTY DAMAGE (Per accident)	\$
									\$	
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$			X	X	B0621EMSSL000217	05/26/2017	05/26/2018	EACH OCCURRENCE	\$ 5,000,000
									AGGREGATE	\$ 5,000,000
										\$
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			Y/N N	N/A	X	05/26/2017	05/26/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
									E.L. EACH ACCIDENT	\$ 1,000,000
									E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
									E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
E	<input checked="" type="checkbox"/> Contractors Pollution & Errors & Omissions			X	X	PKC105162	05/26/2017	05/26/2018	Contractor's Pollution Errors & Omissions	\$ 1,000,000
										\$ 1,000,000
									Policy Aggregate	\$ 2,000,000
									\$	

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Certificate Holder is included as an Additional Insured on the General Liability, Automobile Liability and Excess Liability policies. Waiver of Subrogation applies in favor of Certificate holder as respects General Liability, Automobile Liability, Workers' Compensation and Excess Liability. The General Liability Policy includes a Per Project Aggregate. Coverage is primary and non-contributory as respects to General Liability, Automobile Liability and Excess Liability policies. All as required by written contract subject to policy, terms, conditions, and exclusions.

In the event of cancellation by the insurance companies the policies have been endorsed to provide 30 days Notice of Cancellation (except for non-payment) to the Certificate Holder shown below.

**CERTIFICATE HOLDER      CANCELLATION**

"FOR INFORMATION ONLY"	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <div style="text-align: right; margin-top: 20px;"> </div>
------------------------	--

# Agenda Item 9A

AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



## ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

PRODUCER MCGRIFF, SEIBELS & WILLIAMS OF TEXAS, INC.		INSURED DRC Emergency Services, LLC	
POLICY NUMBER			
CARRIER	NAIC CODE	ISSUE DATE: 07/11/2017	

### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: \_\_\_\_\_ FORM TITLE: \_\_\_\_\_

Contractors Equipment Coverage  
Carrier: Phoenix Insurance Company  
Policy #QT6608076X50APHX17  
Policy Period: 05/26/2017 to 05/26/2018  
Leased/Rented/Borrowed Equipment Limits:  
\$500,000 Per Item  
\$997,000 Maximum Amount of Payment  
Blanket Loss Payee and Additional Insured as their interest may appear as required by written contract.





## **ATTACHMENT H – QUALIFICATION FORMS**

The forms located in this section of the RFP shall be included in the Sealed Proposal. Forms not completed in full may result in disqualification.

**(This space intentionally left blank)**

# Agenda Item 9A



North Bay Village

RFP NO. 2018-003

## FORM 1 PROPOSAL PRICING SHEET

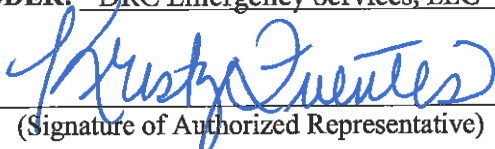
Provide a proposal containing a total price to perform the work as described in this request for proposals. The total all-inclusive maximum price bid is to contain all direct and indirect costs including all out-of-pocket expenses. The selected vendor agrees not to exceed this amount.

	2018	2019	2020
<b>TOTAL FEE</b>	\$ *** see below	\$ *** see below	\$ *** see below

\*\*\* Since quantities are not provided and vary from event to event a total price cannot be provided, however, DRC agrees to hold our proposed unit rates firm for the 2018-2020 term. The total price will be our contracted unit rate times the verified quantities.

**Taxpayer Identification Number:** 63-1283729

**BIDDER:** DRC Emergency Services, LLC  
(Company Name)

  
(Signature of Authorized Representative)

Kristy Fuentes Vice President/Secretary/Treasurer  
(Printed Name and Title)



North Bay Village

RFP NO. 2018-003

## FORM 2 PROPOSER'S STATEMENT OF ORGANIZATION

1. Full Name of Business Concern (Proposer):

DRC Emergency Services, LLC

Principal Business Address:

PO Box 17017, Galveston, TX 77552

2. Principal Contact Person(s):

Kristy Fuentes Vice President/Secretary/Treasurer

3. Form of Business Concern (Corporation, Partnership, Joint Venture, Other):

Limited Liability Company

4. Provide names of partners or officers as appropriate and indicate if the individual has the authority to sign in name of Proposer. Provide proof of the ability of the individuals so named to legally bind the Proposer.

Name	Address	Title
John Sullivan	P.O. Box 17017 Galveston, TX 77552	President
Kristy Fuentes	110 Veterans Blvd. Suite 515, Metairie, LA 70005	VP, Secretary, Treasurer

If a corporation, in what state incorporated: N/A

Date Incorporated: \_\_\_\_\_  
Month Day Year

If a Joint Venture or Partnership, date of agreement: \_\_\_\_\_

5. List all firms participating in this project (including subcontractors, etc.):

Name	Address	Title
1. DRC Emergency Services, LLC	110 Veterans Blvd. Suite 515, Metairie, LA 70005	N/A
2. _____	_____	_____

6. Outline specific areas of responsibility for each firm listed in Question 5.

- Overall Project Management and Debris Removal Operations
- \_\_\_\_\_



# Agenda Item 9A



North Bay Village

RFP NO. 2018-003

## 7. Licenses:

- a. County or Municipal Occupational License No.  
N/A, DRC is not a local company  
(Attach Copy)
- b. Occupational License Classification:  
N/A, DRC is not a local company. DRC is headquartered in Texas. The State of Texas does not offer Occupational Licenses
- c. Occupational License Expiration Date:  
N/A, DRC is not a local company. DRC is headquartered in Texas. The State of Texas does not offer Occupational Licenses
- d. Social Security or Federal I.D. No:  
63-1283729



## FORM 3 PERSONNEL

For each person providing services sought in the RFP, provide a detailed resume indicating that individual's areas of expertise and experience. Resumes must be provided in the following format, however, additional information may be provided at the option of the Proposer.

- A. Name & Title
- B. Years of Experience with this company:  
With Other Similar companies:
- C. Education:  
  
Degree(s)  
  
Year/Specialization
- D. Professional References: (List a minimum of 3)
- E. Other Relevant Experience and Qualifications
- F. Attach applicable licenses for each individual performing services pursuant to this Contract.

Please see Résumés and Certifications in Tab 3 Experience and Ability



## FORM 4 REFERENCES

The Proposer shall provide a minimum of three (3) references of public and or private agencies presently being served by the Proposer with similar services to those being proposed in this Proposal.

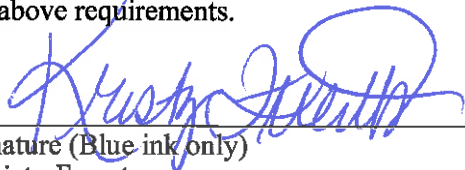
1. Name of Agency: Miami, FL  
Address: 1290 NW 20th Street, Miami, FL 33142  
  
Phone Number: (305) 960-2804  
Principal Contact Person(s): Mario Nunez, Director  
  
Year Contract Initiated: 2012
2. Name of Agency: City of DeBary, FL  
Address: 12 Colomba Road DeBary, FL 32713  
  
Phone Number: (386) 668-2040  
Principal Contact Person(s): Allan Williamson, Public Works/EM Director  
  
Year Contract Initiated: 2009
3. Name of Agency: Ascension Parish, Louisiana  
Address: 42077 Churchpoint Road Gonzales, LA 70737  
  
Phone Number: (225) 450-1326  
Principal Contact Person(s): Mike Enlow, General Manager  
  
Year Contract Initiated: 2016



**FORM 5  
DRUG-FREE WORKPLACE**

The undersigned vendor / contractor (company) in accordance with Chapter 287.087, Florida Statutes, hereby certifies that DRC Emergency Services, LLC does:  
(Name of Company)

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

  
 \_\_\_\_\_  
 Signature (Blue ink only)  
 Kristy Fuentes  
 \_\_\_\_\_  
 Print Name  
 Vice President/Secretary/Treasurer  
 \_\_\_\_\_  
 Title  
 6/8/18  
 \_\_\_\_\_  
 Date

Witness my hand and official notary seal/stamp at \_\_\_\_\_ the day and year written above

# Agenda Item 9A



North Bay Village

RFP NO. 2018-003

STATE OF FLORIDA                    )  
  ) SS:  
COUNTY OF MIAMI-DADE        )

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Kristy Fuentes as Vice President/Secretary/Treasurer, of DRC Emergency Services, LLC, an organization authorized to do business in the State of Florida, and acknowledged executing the foregoing Form as the proper official of \_\_\_\_\_ for the use and purposes mentioned in the Form and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation. He/She is personally known to me or has produced \_\_\_\_\_ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 8 day of June, 2018.

  
\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

**CARY A. DES ROCHES**  
NOTARY PUBLIC  
State of Louisiana Bar No. 19550  
My Commission is for life





## FORM 6 ACKNOWLEDGMENT OF ADDENDA

The Proposer hereby acknowledges the receipt of the following addenda issued by the Village and incorporated into and made part of this RFP. In the event the Proposer fails to include any such addenda in the table below, submission of this form shall constitute acknowledgment of receipt of all addenda, whether or not received by him/her.

ADDENDUM NUMBER	DATE RECEIVED	PRINT NAME	TITLE	SIGNATURE (BLUE INK ONLY)
1	6/11/18	Kristy Fuentes	VP, Secretary Treasurer	
2	6/14/18	Kristy Fuentes	VP, Secretary Treasurer	

# Agenda Item 9A



**North Bay Village**  
Administrative Offices  
1666 Kennedy Causeway, Suite 300, North Bay Village, FL 33141  
Tel: (305) 756-7171 | Fax: (305) 756-7722 | Website: [www.nbvillage.com](http://www.nbvillage.com)

## *Addendum 1*

Issued on June 11, 2018

**BID NO. 2018-003  
FOR  
DISASTER AND DEBRIS MANAGEMENT SERVICES**


**Issued by:** North Bay Village

Sealed Responses clearly labeled with the RFP title and number must be received by mail or hand delivered on or before June 22, 2018, no later than 4:00 P.M. local time. The proposals will be publicly opened shortly thereafter in the Office of the Village Clerk.

**Notice to all Bidders:**

**PROOF OF RECEIPT**

**Recipient  
Signature:  
Print Name:  
Company:  
Date:**

  
\_\_\_\_\_  
Kristy Fuentes  
\_\_\_\_\_  
DRC Emergency Services, LLC  
\_\_\_\_\_  
6/11/18  
\_\_\_\_\_

**SUBMIT WITH BID RESPONSE**

# Agenda Item 9A



**North Bay Village**  
Administrative Offices  
1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141  
Tel: (305) 756-7171 Fax: (305) 756-7722 Website:  
[www.nbvillage.com](http://www.nbvillage.com)

## **Addendum #2** **Issued on June 14, 2018**

RFP No. NBV 2018-003  
Disaster and Debris Management Services

### Notice to Bidders:

#### Question 1:

What is the correct document number?

#### Response:

The Request for Proposal Number is RFP No. NBV 2018-003.

#### Question 2:

When is RFP No. NBV 2018-003 due:

#### Response:

Sealed Responses clearly labeled with the RFP title and number (Disaster and Debris Management Services - RFP No. NBV 2018-003) must be received on or before June 22, 2018, no later than 4:00 P.M. local time.

#### Question 3:

Form 1 Proposal Pricing Sheet found on page 60 – As this is a pre-event contract where the quantities are unknown, does the Town want to issue a Not to Exceed price to be used here?

#### Response:

If the specified number is exceeded, what is the additional cost?

#### Question 4.

How will the “Labor” Section Brates be evaluated against the Section A – General Services? Do they hold any weight in the total assigned percentage points towards the pricing schedule? If so, how much weight do they hold?

#### Response:

Disregard Attachment B, Form 1 Proposal Pricing Sheet and use Exhibit 1 attached to this Addendum.

#### Question 5.

Does the City have a list of approved DMS locations? If so, please provide address?

# Agenda Item 9A

Response:

The Village does not have a list of DMS locations.

Question 6.

Will DMS locations be inside Town limits?

Response:

DMS locations will be inside the Village limits.

Question 7.

Will the drop off location for citizens be located inside the town limits?

Response:

Yes. The drop off location for citizens will be located inside the town limits.

Question 8.

P. 34 states that Attachment F is the Homeland Security's E-Verify System Affirmation Statement but the form is labeled Sworn Statement Pursuant to Section 287.133 (3)(a), Florida Statutes, on Public Entity Crimes

- a. Are we to fill out this form?
- b. Do we need the E-verify form?

Response:

Yes. Complete the "Sworn Statement" form included in the package, as well as the Homeland Security's E-Verification System Affirmation Statement Attachment F1 attached to this Addendum.

Question 9.

P. 25 states that the bid security must be submitted through Demandstar. I do not see a section where we can upload documents. Please confirm that this is correct.

Response:

All responses to this Request for Proposal along with any related attachments must be submitted to the Village Clerk's Office at North Bay Village, 1666 Kennedy Causeway, Suite 300, North Bay Village, FL 33141, either by mail or in person on or before 4:00 P.M. on June 22, 2018. No documents are to be provided through DemandStar.

Question 10:

Regarding rfp 2018-003, The rfp states submittal online through demandstar as well as 6 copies and two electronic copies. Is this correct? Are we to submit online as well as 6 copies and two electronic copies?


# Agenda Item 9A

Response:

All responses to this Request for Proposal along with any related attachments must be submitted to the Village Clerk's Office at North Bay Village, 1666 Kennedy Causeway, Suite 300, North Bay Village, FL 33141, either by mail or in person on or before 4:00 P.M. on June 22, 2018. No documents are to be provided through DemandStar.

Respondents must submit an original unbound package, six (6) additional copies, and one (1) CD ROM to the Office of the Village Clerk, North Bay Village, 1666 Kennedy Causeway, Suite 300, North Bay Village, Florida 33141.

PROOF OF RECEIPT

Recipient Signature:   
Print Name: \_\_\_\_\_ Kristy Fuentes, Vice President, Secretary, Treasurer  
Company: \_\_\_\_\_ DRC Emergency Services, LLC  
Date: \_\_\_\_\_ 6/20/18

SUBMIT WITH BID RESPONSE





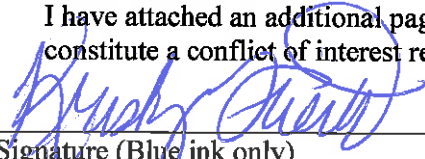
### FORM 7 INDEPENDENCE AFFIDAVIT

The undersigned individual, being duly sworn, deposes and says that:

1. He/She is Vice President/Secretary/Treasurer of DRC Emergency Services, LLC, the Proposer that has submitted the attached Proposal;
2. (a) Below is a list and description of any relationships, professional, financial or otherwise that Proposer may have with the Village, its elected or appointed officials, its employees or agents or any of its agencies or component units for the past five (5) years.  
 (b) Additionally, the Proposer agrees and understands that Proposer shall give the Village written notice of any other relationships professional, financial or otherwise that Proposer enters into with the Village, its elected or appointed officials, its employees or agents or any of its agencies or component units during the period of the Contract.

(If paragraph 2(a) above does not apply, please indicate by stating, "not applicable" in the space below.)

3. I have attached an additional page to this form explaining why such relationships do not constitute a conflict of interest relative to performing the services sought in the RFP.

  
 \_\_\_\_\_  
 Signature (Blue ink only)  
 Kristy Fuentes  
 \_\_\_\_\_  
 Print Name  
 Vice President/Secretary/ Treasurer  
 \_\_\_\_\_  
 Title  
 6/20/18  
 \_\_\_\_\_  
 Date

[Acknowledgment on following page.]

# Agenda Item 9A



North Bay Village


RFP NO. 2018-003

Witness my hand and official notary seal/stamp at \_\_\_\_\_ the day and year written above

STATE OF FLORIDA )  
 ) SS:  
COUNTY OF MIAMI-DADE )

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Kristy Fuentes as Vice President/Secretary/Treasurer, of DRC Emergency Services, LLC, an organization authorized to do business in the State of Florida, and acknowledged executing the foregoing Affidavit as the proper official of DRC Emergency Services, LLC for the use and purposes mentioned in the Affidavit and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation. He/She is personally known to me or has produced \_\_\_\_\_ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 8<sup>th</sup> day of June, 2018.

  
\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

**CARY A. DES ROCHES**  
NOTARY PUBLIC  
State of Louisiana, Bar No. 19550  
My Commission is for life



FORM 8
CERTIFICATION TO ACCURACY OF PROPOSAL

PROPOSER, by executing this Form, hereby certifies and attests that all Forms, Affidavits and documents related thereto that it has enclosed in the Proposal in support of its Proposal are true and accurate. Failure by the PROPOSER to attest to the truth and accuracy of such Forms, Affidavits and documents shall result in the Proposal being deemed non-responsive and such Proposal will not be considered.

The undersigned individual, being duly sworn, deposes and says that:

- 1. He/She is VP/Secretary/Treasurer of DRC Emergency Services, LLC the PROPOSER that has submitted the attached Proposal;
2. He/She is fully informed respecting the preparation and contents of the attached Proposal and of all Forms, Affidavits and documents submitted in support of such Proposal;
3. All Forms, Affidavits and documents submitted in support of this Proposal and included in this Proposal are true and accurate;
4. No information that should have been included in such Forms, Affidavits and documents has been omitted; and
5. No information that is included in such Forms, Affidavits or documents is false or misleading.

Handwritten signature in blue ink over a horizontal line.

Signature (Blue ink only)

Kristy Fuentes
Print Name

Vice President/Secretary/ Treasurer

Title

6/20/18
Date

Witness my hand and official notary seal/stamp at Metairie, LA the day and year written above

STATE OF FLORIDA )
) SS:
COUNTY OF MIAMI-DADE )

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Kristy Fuentes as Vice President/Secretary/Treasurer, of DRC Emergency Services, LLC, an organization authorized to do business in the State of Florida, and acknowledged executing the

# Agenda Item 9A



North Bay Village

RFP NO. 2018-003

foregoing Form as the proper official of DJCEmergency Servs. LLC for the use and purposes mentioned in the Form and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation. He/She is personally known to me or has produced \_\_\_\_\_ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 8<sup>th</sup> day of June, 2018.

A handwritten signature in blue ink, appearing to read "Cary A. Des Roches", written over a horizontal line.

NOTARY PUBLIC

My Commission Expires:

**CARY A. DES ROCHES**  
NOTARY PUBLIC  
State of Louisiana, Bar No. 19550  
My Commission is for life

# Agenda Item 9A

Bid Bond  
SURETY DEPARTMENT

BOND NO. Bid Bond



THE HARTFORD

KNOW ALL MEN BY THESE PRESENTS,

That we, DRC Emergency Services, LLC  
6702 Broadway, Galveston, TX 77554 as Principal,  
hereinafter called the Principal, and the Hartford Fire Insurance Company, a corporation created and  
existing under the laws of the State of CT, whose principal office is in Hartford, CT,  
as Surety, hereinafter called the Surety, are held and firmly bound unto North Bay Village, Florida,  
1666 Kennedy Causeway, 3rd Floor, North Bay Village, FL 33141 as Obligees, hereinafter called the Obligees,  
in the sum of Five Thousand Dollars and 00/100

Dollars (\$ 5,000 )

for the payment of which sum, well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the Principal has submitted a bid for Disaster and Debris Management Services, RFP No. 2018-003

NOW, THEREFORE, if the Obligees shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligees in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such contract and give such bond or bonds, if the Principal shall pay to the Obligees the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligees may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 15th day of June A.D. 2018

Attest

DRC Emergency Services, LLC (SEAL)  
(Principal)

By: Kate Sharp  
Kate Sharp

By: [Signature]  
VP/Secretary/Treasurer (Title)

Witness

Hartford Fire Insurance Company (SEAL)

By: [Signature]



By: David T. Miclette  
David T. Miclette Attorney-in-Fact (Title)



# POWER OF ATTORNEY

Direct Inquiries/Claims to:

**THE HARTFORD**

BOND, T-12

One Hartford Plaza

Hartford, Connecticut 06155

[Bond.Claims@thehartford.com](mailto:Bond.Claims@thehartford.com)

call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: BOWEN MICLETTE & BRITT INS AGENCY LLC  
Agency Code: 46-504809 & 61-613558

- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of Unlimited :

Joni Bowen Maness, Kristi Lovett, Ashley Britt, Robert C. Davis, Jennie Goonie, Rita G. Gulizo, Nikole Jeannette, Barry K. McCord, David G. Miclette, David T. Miclette, Tabitha Starkey, Susan Zapalowski of Fort Smith AR, New Orleans LA and of HOUSTON, Texas

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 6, 2015 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



*John Gray*

John Gray, Assistant Secretary

*M. Ross Fisher*

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT }  
COUNTY OF HARTFORD } ss. Hartford

On this 5th day of January, 2018, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



*Kathleen T. Maynard*

Kathleen T. Maynard  
Notary Public

My Commission Expires July 31, 2021

CERTIFICATE

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of June 15, 2018

Signed and sealed at the City of Hartford.



*Kevin Heckman*

Kevin Heckman, Assistant Vice President

**T.F.R. ENTERPRISES, INC.**



**T.F.R. Enterprises, Inc.**

DISASTER RESPONSE DIVISION

## **Title Page**

June 20, 2018

TFR Enterprises, Inc

Tiffany Jean, Contract Administrator

(512) 565-0710

tiffany@tfrinc.com

601 Leander Drive

Leander, Texas 78641



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June 20, 2018

North Bay Village  
Office of the Village Clerk  
1666 Kennedy Causeway, Suite 300  
North Bay Village, FL 33141

RE: RFP NO. 2018-003

To Whom It May Concern:

The TFR family wishes you the best in your selection of a Disaster Recovery Contractor. We understand that the selection of an emergency contractor is a major decision and we genuinely appreciate you taking TFR Enterprises into consideration. We comprehend and are undaunted by the challenges you may face, as we have been through the process and recovery with over 150 clients who have been impacted by devastating events. TFR Enterprises, Inc. is a national disaster and debris management corporation based in Leander, Texas. With over 28 years of disaster recovery experience, TFR has collected and processed over 25,000,000 cubic yards of debris. We are proud to be recognized for our quality of work and capabilities by being **awarded two divisions on the ACI-USACE debris removal contract**. TFR is prepared, equipped, and ready to provide you with a turnkey, expedited, cost effective emergency response solution.

**Capacity.** No job or disaster is too large for TFR to handle. Our experience speaks of itself. In response to the devastating 2005 Hurricane Season where we hauled and processed over **6,000,000 cubic yards** in 180 days, simultaneously managing 14 TDSRS sites. During the 2008 Hurricane Season, TFR executed debris management for **1,800,000 cubic yards** using 10 TDSRS locations. **More recently, the 2017 Hurricane Season proved to be one of the most crippling in US history. TFR managed 21 projects in Texas, Florida, Puerto Rico, and California simultaneously.** With a subcontractor list numbering over 1,000 and a fleet of owned equipment, TFR Enterprises is prepared to tackle your greatest challenges.

**Depth.** Debris clearing, removal, and processing are only the initial phase of your recovery efforts. There are many ancillary tasks that must be undertaken for you and your citizens to get back to life as it was prior to the storm. TFR has extensive experience in all this work, including: land-clearing, stream and river clearing and diversion, tree removal, trimming and pruning on parks, golf courses and rights-of-way, tree repair and maintenance, debris recycling, tub grinding, hauling and demolition.

**In-House Capacity.** TFR owns over 150 pieces of equipment, including a fleet of self-loading debris hauling trucks, rubber-tired/tracked loaders, heavy-haulers, excavators, dozers, field offices, and eight (8) Diamond-Z Model 1463 Tub Grinders for vegetative debris reduction (grinding). Not only is this equipment uncommitted on current long-term contracts, but all of it is equipment that is primarily designed for use in debris removal operations. This resource of company-owned and controlled assets allows TFR to provide an expedient response.

With a geographical footprint that allows for quick response to North Bay Village, TFR can respond within hours to immediately begin emergency road clearance services to provide a vital lifeline for federal, state, and local emergency responders to assess damages. TFR's goal is to have a site ready for acceptance of storm-generated debris in less than 24 hours from Notice to Proceed. Our Mobile Command Units have full communications to assist you if your communication abilities have been



compromised. Project teams are immediately available to quantify debris, provide an overall damage estimate, and begin a recovery/removal plan.

At TFR, we know that projects of this scope can be of huge financial burden. Our staff is well trained in the FEMA reimbursement process and we are ready to assist you throughout the entire reimbursement process. **ALL TFR'S CLIENTS HAVE RECEIVED 100% OF THE ELIGIBLE REIMBURSABLE AMOUNT.** Our financial strength allows us to help you get the project kicked off and funded while the reimbursement process begins.

**Differentiation.** Many firms within our industry can provide the financial stability, past performance, and crews of subcontractors. TFR takes pride in having one of the industry's largest fleet of self owned and maintained equipment. This fleet allows us to mobilize in a more expeditious manner as well as perform many projects without the use of subcontractors; avoiding many of the issues entailed therein.

For contact purposes regarding this response, the Village's contact person will be our Contracts Administrator, Tiffany Jean. Mrs. Jean may be reached on her cell, (512) 565-0710 or via email at [tiffany@tfrinc.com](mailto:tiffany@tfrinc.com). She is ready to assist with any inquiries or concerns that you may have regarding this RFP response.

The principals of TFR Enterprises, Inc. declare that this proposal is in all respects and is submitted in good faith without collusion or fraud and the person signing this proposal is authorized to bind the corporation. Also, should TFR be selected we are committed to exceeding the expectations of this RFP.

TFR guarantees that we will comply with and meet the standards listed in the FEMA "Public Assistance Program and Policy Guide, April 2018."

TFR is currently wrapping up recovery efforts in Puerto Rico. This stage is being managed by one Project Manager and being performed with local subcontractors. Currently, 100% of TFR's resources are available to North Bay Village.

TFR would be the most beneficial contractor to North Bay simply because we're performance driven. This was proven during our capabilities to manage, equip, fund, and successfully close out 21 projects during the 2017 Hurricane Season.

Once again, thank you for the opportunity to submit this proposal for disaster debris removal and disposal to North Bay Village and its representatives.

Sincerely,

Tipton F. Rowland,  
CEO/President  
601 Leander Drive  
Leander, Texas 78641  
Office: 512-260-3322 ext. 200



### Tab 3: Experience and Ability

Disasters are unpredictable. Disasters can vary in size, scope and intensity. Yet given this inherent unpredictability, governments can take the necessary steps to ensure the safety and relief of their constituency.

At TFR, we address the needs of our clients long before the establishment of a relationship. Every project is different. Every state, county or city, desire and highlight different aspects of disaster relief and recovery that they deem MOST important. With this ever-changing landscape in mind, TFR continually stresses the proper due diligence and planning to fully comprehend the type of service that each client desires. We routinely review and criticize our operational and management plans to assure that we present the most practical, efficient structure to complete the project. TFR's knowledgeable management team retains over 55 years of experience responding to hurricanes, floods and other various disasters.

*"TFR demonstrated knowledge of the work required, provided the necessary equipment to perform the work and performed their work in an expeditious manner."*

*Jeffrey Callahan, Manager  
Boulder County, CO*

What allows TFR to provide an expedient response? Pre-planning certainly encompasses a large portion of this service. In addition, TFR maintains a fleet of over a hundred (150+) pieces of company-owned equipment pre-positioned across the Southeastern United States. By staging equipment directly outside the impact zone, TFR can respond within hours to immediately begin emergency road clearance services to provide a vital lifeline for federal, state and local emergency responders to assess damages. Furthermore, TFR can prep and construct a TDSR site for immediate acceptance of storm-generated debris in less than 24 hours. To fully augment our operational capacity and to aid the organization of relief efforts, Mobile Command Units can be deployed to enhance response and achieve greater coordination between parties. Concurrently, project teams scour the impacted area to quantify debris, deduce an overall damage estimate and adapt our preplan accordingly.



TFR prepares for economic instability in the immediate aftermath of natural or man-made disasters by maintaining strong relationships with suppliers and organizing resources for dispatch. Additionally, TFR owns the necessary equipment to house and feed personnel temporarily as the local business community reacts and rebounds from such a disaster. Other initial and vital supplies, such as fuel, parts trailers, welders, wood, and other necessities, are brought from the home office to

certify that work stoppages shall not occur due to inadequate logistics. However, the backbone of our logistical support team is our maintenance crew. TFR would not be capable of providing the timely, cost-effective service that we do without the knowledge and experience our maintenance crew retains. With a dedicated warehouse at the home office to two (2) traveling equipment trailers, the TFR maintenance crews ensure that our equipment is functioning safely and efficiently with limited downtime. We strive to foresee any potential encumbrances and take the appropriate actions to safeguard against such occurrences.

Operationally, TFR manages on the principal of transparency. We always remain available to answer questions, address issues immediately, and submit reports on time. This is to the benefit of all parties



involved, as this is a team effort to respond to a major disaster. As safety and contract responsibility are the utmost priorities to the principals and officers of TFR, it is the policy of management to see that its employees and subcontractors conduct themselves with integrity and courtesy in the performance of their duties. Following a disaster event, there is an urgency to remediate the damage and return to normalcy as quickly as possible. The principals and officers of TFR firmly believe that this and price competitiveness can be achieved courteously and without sacrificing health, safety and contract integrity.

## **HISTORY**

TFR Enterprises, Inc. is a Texas-based specialty contractor, first incorporated in 1989 in the State of Tennessee, actively participating in disaster recovery contracts nationwide since Hurricane Andrew in 1992. We have a history of safe, rapid and complete service in the industry with federal, state and local governments, providing expedient, cost-effective disaster debris management, removal, reduction and cleanup services to over 150 satisfied clients, as well as numerous private industries funded by the Federal Emergency Management Agency (FEMA).

A family-owned and operated corporation headquartered in Leander, Texas, 20 miles outside Austin, Texas; TFR also owns and operates a tub-grinding division, responsible for vegetative debris reduction and recycling projects. Although disaster response remains our primary scope of business, TFR exploits natural adaptations and synergies to complement our current service offerings to include land clearing, tree removal, trimming and pruning on parks, golf courses and right-of-way, tree repair and maintenance, debris management, tub grinding, hauling and demolition.

TFR owns over 150 pieces of equipment, including debris-handling trucks, such as self-loaders, heavy-haulers, excavators, dozers and numerous mobile command units. To accommodate our client's debris reduction needs, TFR also owns eight (8) Diamond Z 1463 Tub Grinders. With the largest collection of tub grinders in the industry, TFR can rapidly and efficiently dispose of massive amounts of storm generated debris. In addition, to our extensive list of company-owned equipment, TFR maintains highly valued, working relationships with over three hundred (300) subcontractors nationwide, who are versed in TFR project procedures and multiply the resources available to the project.

TFR has completed more than 75 projects in Disaster Response in the last five (5) years. We have successfully performed on USACE projects, and many other federal, state and local government projects. In the past, TFR has received multiple multimillion-dollar task orders from our clients spanning across a large geographical area. By applying our own resources and an efficient operational plan, we completed each designated task on time in compliance with FEMA guidelines.

TFR prides itself on being good at what we do, Debris Removal and Management. TFR dedicates 90% of its business to RFPs secured through federal, state and local governments. TFR owns ALL the resources to set up and operate eight (8) concurrent TDSR sites with our own forces and resources including deploying Mobile Command Units and other necessary equipment to get the job done. Simply put, TFR is results driven.

In addition to its equipment and personnel resources, TFR retains the financial strength to handle multiple large Delivery Orders under numerous contracts. Without difficulty or costly delays, TFR completed twenty-one (21) simultaneous projects in Florida, Texas, and Puerto Rico in the aftermath of a devastating 2017 hurricane season. With contracts, more than \$40 MIL and in addition to our capacious past performance record, TFR demonstrated its financial ability to manage multiple projects given a broad geographical area. TFR completed this task through strong financial relationships, a professional





report with countless subcontractors and knowledgeable and reliable in-house resources to the fructification of local governments given varying project scopes.

When you hire TFR Enterprises, you get us, not a General Contractor with mostly subcontractors. We will arrive on time. We will self-perform all key elements of the project to ensure our end service, and in some cases, much of the entire Delivery order with our own equipment and personnel. We can bring our own camps to house our project personnel until community establishments are staffed and operational again. Our service is disaster relief and recovery, which includes the economic impact our stay will have on the local economy. Our goal is to partner with North Bay Village and its community to provide a full-service disaster relief and recovery effort.

### **TFR's Key Personnel**

TFR maintains a team that has been conducting debris removal, reduction and management projects for 28 years. From Hurricane Andrew to the devastating effects of Hurricane Katrina, TFR personnel have participated in relief efforts across the country, on different continents and in varying debris capacities. If awarded, you will be contracting with a company deeply rooted in customer value, experience, and expediency. TFR is proud to present one of the most knowledgeable project teams in this industry.

<b>Key Personnel</b>	<b>Position</b>	<b>Email</b>	<b>Phone</b>
Tipton Rowland	CEO	tiffanyw@tfrinc.com	(281) 731-4398
Julie Rowland	CFO	julier@tfrinc.com	(512) 260-3322
Ronnie Moore, P.E.	VP of Operations	ronnie@tfrinc.com	(512) 779-9926
Dennis Sissell	Safety Manager	tiffanyw@tfrinc.com	(512) 579-9123
Sharon Lyell	Project Administrator	Sharon@tfrinc.com	(512) 576-3000
Tiffany Wilkes	Contract Administrator	tiffanyw@tfrinc.com	(512) 565-0710
Jennifer Frankovsky	Business Development	Jennifer@tfrinc.com	(512) 567-6391
Kevin Rolison	Senior Project Manager	kevin@tfrinc.com	(512) 944-8766
Rigo Mejia	Site Manager	rigo@tfrinc.com	(512) 779-7722
Matthew Kean	Project Manager	tiffanyw@tfrinc.com	(512) 581-8712

### **Division of Responsibilities**

#### President / Operations Planner

The President will provide financial resources, equipment, and personnel in support of project. Supports and invests authority and oversight to Operations Manager, Safety Officer, Quality Control Officer, Environmental Officer, and Health and Safety Officer.

#### Vice President / Operations Manager

Has authority to commit Corporation, sign contract and modifications. The Vice President will report to the President and be a liaison between the Company personnel and Client Representative. The VP is responsible for contract interpretation and application to Company personnel, and implementation of Scope of Work.

#### FEMA Compliance Officer

FEMA Compliance Officer will report to the Operations Planner and Operations Manager. Responsible for reviewing contract documents and ensuring performance is completed to FEMA specifications including, but not limited to, eligibility of debris and Davis Beacon Act standards.



## Safety Officer

Safety Officer will report to both the President and Operations Manager. Has complete responsibility and authority over all safety issues at all levels of contract performance including the power to unilaterally alter, suspend and/or halt any operation or portion thereof that endangers or potentially endangers life, health and safety or threatens the protection of the environment. Includes documentation, daily reporting requirements, communication and conducting onsite training and inspections.

## Quality Control Officer (System Manager)

Quality Control Officer will report to the Operations Manager. Has complete responsibility and authority over matters relating to contract Scope of Work adherence and assignments of QC personnel to field crews. Includes documentation, daily reporting requirements, and communications.

## Environmental Manager

Environmental Manager will report to the Operations Manager. Has complete responsibility and authority over matters relating to compliance with Environmental regulations and requirements, permitting and site inspection and approval. Includes documentation, daily reporting requirements, and communications.

## Senior Project Manager

The Senior Project Manager will report to the Operations Manager, responsible for day-to-day operations, includes waste stream documentation, daily reporting requirements, communications, enforcement of Scope of Work, and oversight of Load and Haul and TDSRS Managers.

## Project Manager

The Project Managers will report to a Senior Project Manager, responsible for waste stream documentation, daily reporting requirements, communications, enforcement of Scope of Work, and oversight of Right of Way crews and Crew Foremen.

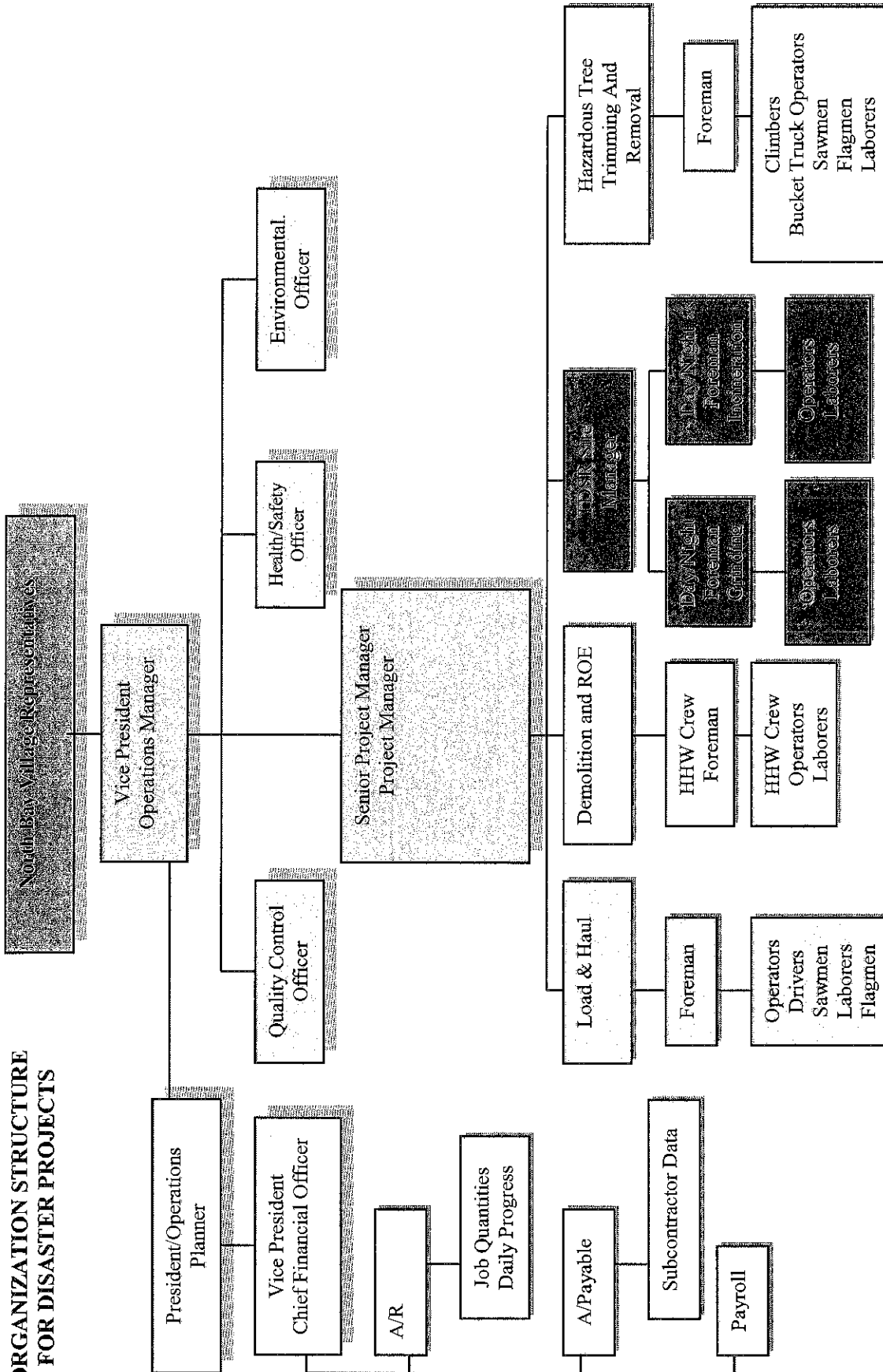
## Site Manager

Site Manager will report to a Senior Project Manager, responsible for waste stream documentation, daily reporting requirements, communications, enforcement of Scope of Work, and oversight of functions such as site entry and separation activities, debris reduction activities, White Goods/eWaste/HHW material separation and handling and C&D sorting, separating and recycling activities as well as general site management.



**T.F.R. Enterprises, Inc.**  
DISASTER RESPONSE DIVISION

**ORGANIZATION STRUCTURE FOR DISASTER PROJECTS**





## Tipton F. Rowland Chief Executive Officer

Mr. Rowland acquired his grandfather's company (Robinson & Son Tree Service, Memphis, TN) in 1988 and incorporated the company as TFR Enterprises, Inc. in 1989. A disaster services division was added in 1992 to include, debris management following a disaster event such as hurricanes, floods, ice storms, tornados and earthquakes. Projects that have been undertaken and successfully completed under his supervision include vegetative and C&D debris removal from Rights-Of-Way, vegetative and C&D debris removal from streams and canals, Temporary Debris Storage and Reduction Site (TDSRS) management, weed and brush control services, tree pruning, trimming and removal services, mulch and compost production services, vegetative debris incineration (both open burn and air curtain), vegetative reduction by grinding, separation and recycling of C&D debris and demolition of residential structures. Mr. Rowland has overseen 150+ separate disaster response projects, federally funded by the Federal Emergency Management Agency (FEMA). By providing "hands-on" oversight as President and Chief Executive Officer of TFR Enterprises, Inc. he has successfully performed as damage assessment evaluator, cost proposal estimator, project supervisor, safety and compliance officer, and has assisted in interacting with local government officials in developing debris management policies in compliance with State and Federal (FEMA) reimbursement regulations.

### Key Expertise

- Executive Management
- Field Operations and Logistics
- Debris Management
- Hazardous Tree Removal
- ROE Programs
- Beach Remediation
- Waterway Cleanup

### Training & Certifications

- IS-00700

### Recent Disaster Experience

- Hurricane Irma
- Hurricane Harvey
- 4283 Hurricane Matthew
- 4280 Hurricane Hermine
- 4277 Louisiana Floods
- 4245 Texas Floods
- 4211 Tennessee Ice Storm
- 4167 North Carolina Ice Storm
- 4166 South Carolina Ice Storm
- 4145 Colorado Floods
- 4117 Oklahoma Tornado
- 4115 South Dakota Ice Storm
- 4100 Arkansas Ice Storm
- 4086 Hurricane Sandy
- 4064 Oklahoma Tornado
- 4029 Texas Wildfires
- 4034 Hurricane Irene
- 1917 Oklahoma Tornado
- 1875 Maryland Snow Storm



**Julie Rowland**  
**Chief Financial Officer**

Mrs. Rowland is responsible for all fiscal functions of the corporation. With extensive knowledge of the company business model, assists and advises CEO with all financial decisions. Involved in planning, developing, organizing, implementing, directing and evaluating the organizations fiscal functions and performances. Maintains all current banking relationships as well as explores new banking opportunities. Works closely with corporate CPA to provide financial reporting obligations in a timely manner. Direct supervisor to accounts payable, accounts receivable and all bookkeeping aspects of the company. Responsible for the financial aspects of all company transactions including real estate and equipment purchases and sales, contracts and leases. Ensures and maintains all financial records. Has successfully handled the financial perspective for over 150 emergency disasters in the past 27 years.

**Key Expertise**

- Executive Management
- Financial Planning
- Financial Records
- Strategic Planning
- Risk Management

**Education**

- University of Memphis, Bachelor of Arts-Communications

**Recent Disaster Experience**

- Hurricane Irma
- Hurricane Harvey
- 4283 Hurricane Matthew
- 4280 Hurricane Hermine
- 4277 Louisiana Floods
- 4245 Texas Floods
- 4211 Tennessee Ice Storm
- 4167 North Carolina Ice Storm
- 4166 South Carolina Ice Storm
- 4145 Colorado Floods
- 4117 Oklahoma Tornado
- 4115 South Dakota Ice Storm
- 4100 Arkansas Ice Storm
- 4086 Hurricane Sandy
- 4064 Oklahoma Tornado
- 4029 Texas Wildfires
- 4034 Hurricane Irene
- 1917 Oklahoma Tornado
- 1875 Maryland Snow Storm





**Ronnie Moore, P.E.**  
**Operations Manager**

Mr. Moore has worked for the Texas Department of Transportation (TXDOT) in the Bridge Design Division as a designer, and in the Aviation Division as a project manager. He also has extensive experience in the private sector as a design engineer for multi-million-dollar mixed-use land development projects as well as roadways, drainage and utilities, and as a senior project manager for the same types of projects.

Mr. Moore was the Bastrop County Engineer at the time of the Bastrop Complex Wildfire, which started September 4, 2011 and was not declared extinguished until Oct. 9, 2011. This fire was the most destructive Wildland-Urban Interface fire in the history of Texas. The fire burned rapidly out of control, scorching 32,400 acres, destroying 1,723 residential and commercial structures, torching an estimated 1.5 million loblolly pine trees, and claiming the lives of two people.

Mr. Moore was in charge of the debris removal operations during Bastrop County's recovery. The entire burn scar of this fire is in the critical habitat of a federally listed endangered species. Therefore, Mr. Moore worked together with U.S. Fish and Wildlife (FISH), FEMA, and the Texas Division of Emergency Management (TDEM) to ensure that all requirements of the Stafford Act, the Endangered Species Act (ESA) as well as FEMA and State requirements were adhered to during the debris removal portion of the recovery effort. Bastrop County's debris removal program has come to be considered a model program for post fire debris removal. Ronnie Moore has been a featured speaker on Debris Removal and adherence to governmental regulations during the debris removal operation, at both the TDEM annual conference, and the Capital Area Council of Governments (CAPCOG) workshops for municipal and county Emergency Management personnel.

General Contractors License Qualifier for the following:  
Louisiana #59763

### **Key Expertise**

- Field Operations and Logistics
- Debris Management
- Hazardous Tree Removal
- ROE Programs
- Beach Remediation
- Waterway Cleanup

### **Education**

- University of Texas, Bachelor of Science- Civil Engineering

### **Recent Disaster Experience**

- 4283 Hurricane Matthew
- 4280 Hurricane Hermine
- 4277 Louisiana Floods
- 4245 Texas Floods
- 4211 Tennessee Ice Storm
- 4167 North Carolina Ice Storm
- 4166 South Carolina Ice Storm
- 4145 Colorado Floods
- 4117 Oklahoma Tornado
- 4115 South Dakota Ice Storm
- 4100 Arkansas Ice Storm
- 4086 Hurricane Sandy
- 4064 Oklahoma Tornado
- 4029 Texas Wildfires



**Dennis Sissell**

**Environmental and Safety Manager**

Mr. Sissell has been in the hazardous materials containment, response and cleanup services industry since 1980. He has responded to various hazardous materials cleaning/removal and spill cleanup projects in mills and refineries such as Armco Steel, Shell, DuPont, Phillips and Hymont and several Municipal Solid Waste Treatment facilities. His Hazmat background includes training in containment, cleaning and disposal. Mr. Sissell is also DOT certified in handling, packaging, and shipping of Hazardous Materials. He provides a knowledgeable and professional approach to the environmental and safety issues involved in the collecting, handling and disposal of Hazmat materials during the debris removal process.

### **Key Expertise**

- Hazardous Waste
- Safety
- Training
- Traffic Control
- Waterway Cleanup

### **Training & Certifications**

- Florida DOT (MOT) Advanced Course
- Handling and Transportation of Hazardous Chemical Materials

### **Recent Disaster Experience**

- Hurricane Irma
- 4283 Hurricane Matthew
- 4280 Hurricane Hermine
- 4277 Louisiana Floods
- 4245 Texas Floods
- 4211 Tennessee Ice Storm
- 4167 North Carolina Ice Storm
- 4166 South Carolina Ice Storm
- 4145 Colorado Floods
- 4117 Oklahoma Tornado
- 4115 South Dakota Ice Storm
- 4100 Arkansas Ice Storm
- 4086 Hurricane Sandy
- 4064 Oklahoma Tornado



**Sharon Lyell**

**Project Manager/Quality Control Manager**

Mrs. Lyell is responsible for corporate quality control procedures, measures, inspections, documentation, corrective actions and process improvements. Also, oversees training personnel on operational and safety procedures.

Mrs. Lyell is responsible for contract compliance and data accuracy on all FEMA funded projects from initial review of contract, throughout operations to completion including ticket data management, invoicing, sub-contract compliance and payments, inspections and daily reporting, damage claim tracking and resolution.

Project Administrator, responsible for human resources, equipment resources, job scheduling, and sub-contractor compliance and job cost accuracy and contract and environmental compliance (TDRS permitting) on all projects

Cross-trained in all aspects of accounting from multi-state certified payroll, payroll tax filings, accounts payable, receivable, invoicing, financial statement reviews, job profit analysis and fleet management/disposition

### **Key Expertise**

- Quality Control/ Quality Assurance
- Contract Compliance
- Data Reconciliation
- Project Management
- Scheduling
- Sub-Contractor Compliance

### **Training & Certifications**

- USACE: Construction Quality Management for Contractors
- FMCSA: DOT Required Safety Management Controls
- FMCSA: Supervisor Drug and Alcohol Training
- Project Management Workshop 6-Hour

### **Education**

- Austin Community College, Computer Science
- Bryan Institute, Computer Technology
- Austin School of Real Estate, Loan Officer

### **Recent Disaster Experience**

- Hurricane Irma
- 4283 Hurricane Matthew
- 4280 Hurricane Hermine
- 4277 Louisiana Floods
- 4245 Texas Floods
- 4211 Tennessee Ice Storm
- 4167 North Carolina Ice Storm
- 4166 South Carolina Ice Storm
- 4145 Colorado Floods



**Tiffany Wilkes**

**Contract Administrator/Quality Control**

Ms. Wilkes has provided contract administration, quality control, quality assurance, and project management to debris removal projects since 2008. Ms. Wilkes is responsible for bid and contract documentation and management. She has also served as quality control and project manager during Hurricane Sandy and the devastating tornado that impacted Norman Oklahoma in 2013. In conjunction with securing more than 50 pre-position contracts, Ms. Wilkes played a vital role in securing two (ACI) Single Award Task Order Contracts (SATOC) for Debris Management Services with the USACE that allows for ordering up to \$580 Million dollars per contract.

General Contractors License Qualifier for the following:

Alabama #50551

Arkansas #0341960517

Mississippi #21154-SC

Tennessee #69209

### **Key Expertise**

- Contract Compliance
- FEMA Compliance
- Project Management
- Quality Control/  
Quality Assurance

### **Training & Certifications**

- USACE: Construction Quality Management for Contractors
- FMCSA: DOT Required Safety Management Controls
- FMCSA: Supervisor Drug and Alcohol Training
- Project Management Workshop 6-Hour
- TS10 Debris Mgmt.
- IS-00001
- IS-00035.15
- IS-0005
- IS-00100
- IS-00200
- IS-00800
- IS-00906
- IS-00907
- IS-00909

### **Education**

- Texas A&M University, Bachelor of Arts- History

### **Recent Disaster Experience**

- 4283 Hurricane Matthew
- 4280 Hurricane Hermine
- 4277 Louisiana Floods
- 4245 Texas Floods
- 4211 Tennessee Ice Storm
- 4167 North Carolina Ice Storm



**Kevin Rolison**  
**Senior Project Manager**

Mr. Rolison has over 15 years experience in the disaster debris management industry and over 25 years experience in heavy-equipment, including knucklebooms, heavy haulers, self-loaders and grinders. Mr. Rolison came to TFR Enterprises in 2001 as a CDL; Class A Driver working on storm related projects in Virginia. In 2004, Mr. Rolison served our company as a project manager on various projects resulting from Hurricanes Charley, Fran, Jeanne and Ivan in the State of Florida. He continued as a Project and Site Manager in 2005 and 2006 on jobs in Louisiana and Texas resulting from Hurricanes Katrina and Rita. With his strong work ethic and leadership, he was quickly promoted to Senior Project Manager.

Prior to coming to TFR Enterprises, Mr. Rolison owned and operated his own hauling business, Rolison Trucking, Inc. In addition to his current role, Mr. Rolison has extensive knowledge of the maintenance and logistics of debris removal equipment, including Sterling Self-Loaders and knucklebooms and Diamond Z Grinders.

### **Key Expertise**

- Field Operations and Logistics
- Debris Management
- Hazardous Tree Removal
- ROE Programs
- Beach Remediation
- Waterway Cleanup

### **Training & Certifications**

- USACE: 30 Hour Construction Safety
- Florida DOT (MOT) Advanced Course
- Project Management Workshop 6-Hour
- ATSSA: Certified Flagger
- IS-00035.16
- IS-00020.16

### **Recent Disaster Experience**

- Hurricane Irma
- 4283 Hurricane Matthew
- 4280 Hurricane Hermine
- 4277 Louisiana Floods
- 4245 Texas Floods
- 4211 Tennessee Ice Storm
- 4167 North Carolina Ice Storm
- 4166 South Carolina Ice Storm
- 4145 Colorado Floods
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- 4115 South Dakota Ice Storm
- 4100 Arkansas Ice Storm
- 4086 Hurricane Sandy
- 4064 Oklahoma Tornado
- 4029 Texas Wildfires





**Jennifer Frankovsky**  
**Director of Business Development**

Mrs. Frankovsky is responsible for leading the TFR marketing directive to support current and future client relationships. Act as client liaison during disaster situations. Act as Operations Manager, overseeing disaster teams during disaster operations. Train disaster field personnel on scope of work and FEMA compliance. She is a managing member of the TFR FEMA Compliance Team. Additional responsibilities include FEMA field compliance, mobilization and site logistics, contract negotiations, client presentations, and training and project management. Direct the Fleet Department. Manage TFR's conference initiative, representing TFR at conferences and trade shows.

### **Key Expertise**

- FEMA Compliance
- Marketing
- Business Development
- Project Management
- Training

### **Training & Certifications**

- Texas DPS: Debris Management
- Texas DPS: Management of Spontaneous Volunteers in Disasters
- GHC: Individual and Public Assistance
- GHC: Lake County and State Logistic Response Center
- IS-00035
- IS-00100
- IS-00200
- IS-00212
- IS-00634
- IS-00632
- IS-00700
- IS-00800

### **Recent Disaster Experience**

- 4283 Hurricane Matthew
- 4280 Hurricane Hermine
- 4277 Louisiana Floods
- 4245 Texas Floods
- 4211 Tennessee Ice Storm
- 4167 North Carolina Ice Storm
- 4166 South Carolina Ice Storm
- 4145 Colorado Floods
- 4117 Oklahoma Tornado



**Rigo Mejia**  
**Project Manager/Site Manager**

Rigo began his employment with TFR Enterprises, Inc. in 2008 as an equipment operator. He quickly became an expert as a tub grinder operator; working with Diamond Z 1463B and 1352BL tub grinders. He has managed TFR tub grinding operations for multiple disaster jobs, grinding as much as 800 cubic yards of debris an hour. In 2014, TFR purchased two new Diamond Z 4000TK horizontal grinders. He became efficient with operating the horizontal grinders as well, grinding up to 120 tons of debris an hour. As a proven leader in the tub-grinding department he became the Senior Project Manager of the Grinding Division.

### **Key Expertise**

- Field Operations and Logistics
- Debris Management
- Grinding Operations
- Site Operations

### **Training & Certifications**

- USACE: Construction Quality Management for Contractors
- Florida DOT (MOT) Advanced Course
- ATSSA: Certified Flagger

### **Recent Disaster Experience**

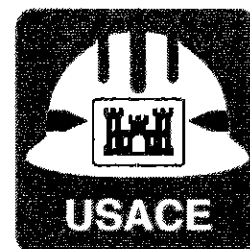
- Hurricane Irma
- 4283 Hurricane Matthew
- 4280 Hurricane Hermine
- 4277 Louisiana Floods
- 4245 Texas Floods
- 4211 Tennessee Ice Storm
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- 4100 Arkansas Ice Storm
- 4086 Hurricane Sandy
- 4064 Oklahoma Tornado
- 4029 Texas Wildfires
- 4034 Hurricane Irene
- 1917 Oklahoma Tornado
- 1875 Maryland Snow Storm



## Training and Certifications

TFR's disaster response team includes a variety of skills and certifications including NIMS Certification, Safety Certifications (OSHA), Quality Control, and Environmental Certifications.

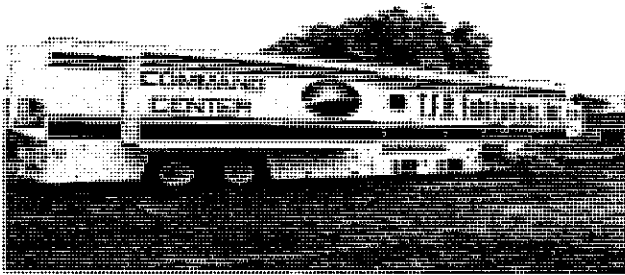
Course No.	Course Name	Course No.	Course Name
IS-00001	Emergency Manager	IS-00909	Community Preparedness
IS-00005	An Introduction to Hazardous Materials	FLDOT	Approved Maintenance of Traffic, Advanced
IS-00020	Diversity Awareness Course 2016	FMCSA	Development of DOT-Required Safety Management Controls
IS-00035	FEMA Safety Orientation	GHC #TS10	Individual and Public Assistance
IS-00100	Introduction to Incident Command System	GHC #TS28	Lake County and State Logistic Response Center
IS-00200	ICS for Single Resources and Initial Action Incident	TEEX	16-Hour Work Zone Traffic Control
IS-00212	Introduction to Unified Hazard Mitigation	TEEX	4-Hour Train-the-Trainer Flaggers
IS-00632	Introduction to Debris Operations	TXDPS #G202	Debris Management
IS-00634	Introduction to FEMA's Public Assistance Program	TXDPS	Management of Spontaneous Volunteers in a Disaster
IS-00700	NIMS (An Introduction)	Fred Pryor	Project Management Workshop 6-Hour
IS-00800	National Response Framework	USACE	Construction Quality Management for Contractors
IS-00906	Basic Workplace Security Awareness	USACE	30-Hour Construction Safety
IS-00907	Active Shooter: What You Can Do	GHC #G202	TS10. Debris Management
		GC Licenses	Alabama #50551 Arkansas #0341960518 Louisiana #59763 Mississippi #21154-SC Tennessee #69209 Florida #CRC1331035





## Availability to North Bay Village

TFR Enterprises, Inc corporate office is located (19) nineteen hours from North Bay Village. All operations, equipment mobilization, and personnel will be provided to North Bay Village from this location. Once the Site Plan is approved, the Company will locate its office command center and, if needed, provide a field office command center for North Bay Representatives on the TDSR Site. TFR owns five self-contained command centers constructed on a 45-foot travel trailer. They are inventoried with all needed onsite management, communications, and record keeping and safety materials. This includes such items as truck tickets, safety forms, identification signage, cellular phone, radio broadcast systems, desktop computer/fax and copying equipment, hard hats, steel toed boots, flags, safety vests and other miscellaneous items necessary to the immediate operations. These command centers will be equipped with self-supporting generators and temporary sanitary facilities if not, or until, available on site.



TFR has a staff of 32 full-time employees and a list of more than 300 previous employed personnel to call upon as needed.

TFR's CEO, Operations Manager, Director of Business Development, Project Managers, Project Administrator, and Contract Administrator will be dedicated to North Bay Village 24 hours a day until project completion.

On the following pages you will find a list of subcontractors that TFR recently contracted during the 2017 Hurricane Season. Local DBE subcontractors are given priority to supplement TFR's company owned resources. Next, TFR will contact our prime subcontractors that are committed to the level of client satisfaction that we expect on each project. Last, TFR will reach out to our subs that work out of State. We will verify their availability and put them on standby for immediate deployment, if needed.

Vendor	Bill from Street 1	City	St	Zip	Phone	Vendor	Category
DVT Freightways	11800 City Park Central Lane	Houston	TX	77047	346-240-4176	Sub	DBE
King Jehu Trucking, Inc	6419 Early Fall Dr	Humble	TX	77338	832-885-3507	Sub	MBE
Monge Trucking	705 E Dallas	Fresno	TX	77545	832-309-0276	Sub	MBE
Earthco Landscape Construction	4500 Williams Drive., Suite 212	Georgetown	TX	78633	512-818-7015	Sub	MBE
Ayleen Trash Hauling Services LLC	5759 Mango Rd	West Palm Bea	FL	33413	561-615-2979	Sub	SBE
4 Corners Truck Service	1282 W Highway 25/70	Dandridge	TN	37725	865-202-2712	sub	
Aaron Johnson	6917 Riverton Dr	Austin	TX	78729	512-775-0878	sub	MBE
Arthur Auville	8061 East Emerald Ln	Floral City	FL	34436	863-232-2137	sub	
Aspen Tree Service	2303 Pebble Beach Dr	Austin	TX	78747	512-552-5966	sub	
Atlas Tree Care, LLC	PO Box 11630	Kansas City	MO	64138	816-824-9566	sub	
Bali Consulting, LLC	320 Valley Dr	Longwood	FL	32779	407-808-8803	sub	
Barrientos Construction	826 Hwy 95	Bastrop	TX	78602	512-971-5056	sub	
Black Services	3378 CR 33	Fyffe	AL	35911	256-601-7518	sub	
Bolgers Tree Service	122 Holmes Dr	Dublin	GA	31027	478-276-5676	sub	
Brown's Tree And Logging Service	3020 Mirian Court	Decatur	GA	30032	678-887-4770	sub	
C&E Debris Removal	1418 CR 27550	Honey Grove	TX	75446	904-261-3330	sub	
Carolina Tree Debris Inc.	1417 Old Watkins Rd	Raleigh	NC	27616	601-569-2305	sub	MBE
Carter Global	23111 IH 30 S	Bryant	AR	72022	501-993-2219	sub	
Charles Gamelin	4903 Rose Quartz Dr	Killeen	TX	76542	512-921-5185	sub	
Chrome Enterprises	14 South Greywing Pl	The Woodlands	TX	77382	936-275-2547	sub	
Coastland Trucking, LLC	1344 Avenue Lacroix	Covington	LA	70433	504-481-4864	sub	
Conway Enterprises, Inc	20 Promesa Pl	Hot Springs	AR	71909	608-445-0257	sub	
Core Tree Care	11762 De Palma Rd	Corona	CA	92883	951-492-1933	sub	
Crooked River	18025 Highway C	Trimble	MO	64492	816-813-9007	sub	
CSA Land Clearing	17771 Wells Rd	Fort Myers	FL	33912	239-543-8210	sub	MBE
Custom Tree Care Inc	3722 SW Spring Creek Ln	Topeka	KS	66610	785-221-7550	sub	
Davidson Trucking	182 Banner Ridge Rd	Mahaffey	PA	15757	814-592-5813	sub	
Dawnell Ayres	332 Gathering Oaks Dr	Tallahassee	FL	32308	512-825-1362	sub	
Dennis Sissell	7014 Riverton	Austin	TX	78729	512-579-9123	sub	
DG&S Enterprises	106 Bream St	Haines City	FL	33844	863-581-7293	sub	
Disasater Recovery Group & Tree	556 Long Shoals Rd	Arden	NC	38704	828-684-3961	sub	
Timberline Trading Inc	PO Box 643	Lathrop	MO	64465	816-564-1761	sub	
Double D Disaster Relief LLC	1101 North 25th St	Bethany	MO	64424	680-425-0763	sub	
Douglas Keeton	367 Yocum Rd	West Liberty	KY	41472	606-495-7467	sub	DBE
Dusty Berryhill	201 E Leon	Llano	TX	78643	325-248-4479	sub	
Dysart Trucking	5304 Lands Down Dr	Sioux Falls	SD	57106	605-351-5052	sub	
East Coast Disaster Recovery			FL		910-290-2762	sub	
East Coast Site Works	3659 South 25th St	Fort Pierce	FL	34981	772-519-0731	sub	
Ferrell Construction	10480 Hwy 707	Myrtle Beach	SC	29588	843-458-4135	sub	
Florida Developers Inc of Tallahassee	642 West Brevard St	Tallahassee	FL	32304	850-224-6002	sub	
Forrester & Associates	181 East Main St	Ackerman	MS	39735	662-285-3853	sub	
Francisco Perez	115 Oak Grove Circle	Dale	TX	78616	512-334-9040	sub	
G Hemphill Tree Service	6020 Camp Cypress Rd	St Cloud	FL	34773	407-948-9364	sub	
Gallagos Trucking Inc	1875 Copenhagen Rd	Fort Pierce	FL	34945	772-215-7525	sub	
Gary Long	22369 Audrain Co Rd 9832	Mexico	MO	65265	573-721-1736	sub	
Gill Sikes	PO Box 999	Steinhatchee	FL	32359	352-949-6798	sub	
Graham County Land Company	750 Tallulah Rd	Robbinsville	NC	28771	828-479-3581	sub	
Green's Tree & Landscape	2806 42nd St	East Bradenton	FL	34208		sub	
Greenseen	6403 Cindy Lane	Houston	TX	77008	713-298-2591	sub	
Haulin Dixon	8567 SE Fern St	Hobe Sound	FL	33455	772-209-8288	sub	
Hodkinson Construction	PO Box 87959	Sioux Falls	SD	57109	605-941-0290	sub	
Horner Services, LLC	1730 Old Watson Springs Rd	Watkinsville	GA	30677	406-310-0976	sub	
Hunter Fuzzell	3954 Wimbledon Park	Mobile	AL	36608	404-936-4833	sub	
Isis Tree	2779 Morning Grove Ct	Cordova	TN	38016	901-292-6576	sub	
Jacobsen Tree Experts	8109 S Brett Ave	Sioux Falls	SD	57108	605-323-8177	sub	
Jim's Pride Landscaping & Maintenance	13195 N Highland Cir	Littleton	CO	80125	303-948-6488	sub	
John L Weaver	1826 Hwy 19	Prescott	AR	71857	870-796-1658	sub	
John Nelson Trucking	7917 W 42nd St	Sioux Falls	SD	57106	605-940-7566	sub	
Kansas City Tree Care LLC	5217 Walmer	Mission	KS	66202	913-894-4767	sub	
KDF Enterprises, LLC	310 Tidwell	Alpharetta	GA	30004	407-388-5597	sub	
Kelly's Clearing & Grinding	13802 Hwy 144	Richmond Hill	GA	31324	912-656-8374	sub	



T.F.R. Enterprises, Inc  
Subcontractors and Suppliers

# Agenda Item 9A

Vendor	Bill from Street 1	City	St	Zip	Phone	Vendor	Category
Kenneth Caplan	2505 Colleen Dr	Pearland	TX	77581	816-824-9566	sub	
Kessler Hauling Inc.	950 Pulitzer Rd	Fl. Pierce	FL	34945	772-201-0548	sub	
Lakeside Tree Service	18987 W 164th St	Olathe	KS	66062	913-709-1569	sub	
Lenahan Land Clearing & Grinding	PO Box 762	Southbury	CT	06488	860-355-4445	sub	
Lopez Trucking LLC	1710 Wyoming Ave	Fort Pierce	FL	34982	850-445-7487	sub	
Lucas Garage & Trucking	3021 US Hwy #1	Mims	FL	32754	321-567-0297	sub	
Lyelco, Inc	7503 White Oak Dr	Lago Vista	TX	78645	512-576-3000	sub	
Macias & Sons	2613 S 29th	Ft Pierce	FL	34981	772-215-6310	sub	
Macias Landscape Inc dba Miguel Macias	2295 Coolidge Road	Fort Pierce	FL	34945	772-216-3539	sub	
Matoka, Inc	104 Shady Lane	Austin	TX	78702	512-423-5537	sub	
Mayo Mulch, Sand and Gravel, Inc.	P.O. Box 746	Navasota	TX	77868	713-503-4258	sub	
McFadin Global Construction, Inc	535 Enterprise Ave	Conway	AR	72032	501-472-8869	sub	
McLaughlin Transport, LLC	PO Box 1544	New Waverly	TX	77358	713-416-8581	sub	
Medek Tree Service	PO Box 36	Mechanicsville	VA	23111	804-746-8580	sub	
Michael Munna	6301 Paris Rd	Chalmette	LA	70043	504-650-0063	sub	
Mike Berryhill	201 E Leon	Llano	TX	78643	325-248-1142	sub	
Moore Lawn & Landscape	PO Box 360852	Birmingham	AL	35236	205-427-2568	sub	
Moore's Dozer Service	PO Box 347	Glenwood	AR	71943	870-223-1880	sub	
Mosley Welding	6108 Saddleback Dr	Oklahoma City	OK	73150	405-615-4226	sub	
Mr Pressure	2855 Collins Hwy	Pikeville	KY	41501	606-794-1985	sub	
National Waste Management, Inc.	PO Box 290639	Port Orange	FL	32129	318-466-9615	sub	
Nicolas Macias	3659 S 25th St	Ft Pierce	FL	34981	772-519-0731	sub	
R&L Transport	708 Longfellow St	Woodbine	NJ	08270	609-675-0787	Sub	
Ridgeback, LLC	48100 Hwy 16	Franklinton	LA	70438	985-515-2585	sub	
RIO Harvesting	PO Box 665	Okeechobee	FL	34973	883-634-4372	sub	
Rio Indio, LLC	5735 Briargate	Fort Pierce	FL	34981	772-200-7334	sub	
Robert Bungert	8811 Valley View Dr	Sturgis	SD	57785	605-490-1028	sub	
Ron's Trucking & Equipment Inc	3587 Northlake Blvd	Palm Beach Ga	FL	33403	561-574-2468	Sub	
Sampson Tree Service Co	2170 SW Conant Ave	Port St. Lucie	FL	34953	772-336-3456	sub	
South East Mowing, LLC	1992 Hwy 75	Blountville	TN	37617	423-323-1224	sub	
Southern Transportation, LLC	24880 Mock Knob Rd	Abingdon	VA	24211	276-206-4895	sub	
Stafford Debris Removal	204 Ann St	Goldboro	NC	27534	919-440-1218	sub	
State Tree Service, LLC	852 S Guinard Dr	Sumter	SC	29150	803-491-7559	sub	
Terry Bucks Contracting, LLC	2595 Gillsville Hwy	Gainsville	GA	30507	678-316-1750	sub	
Tri Rivers Logging Inc.	PO Box 553	Cameron	MO	64429	816-632-6283	sub	
T-Roy & Sons, Inc.	1121 N Houston Ave	Live Oak	FL	32064	386-362-7054	sub	
Troy Brown	104 Magan Dr	Monticello	AR	71655	870-723-5098	sub	
TSI Disaster	PO Box 423	Erwin	NC	28339	407-891-8005	sub	
United Disaster Response LLC	5217 Walmer	Mission	KS	66202	913-963-8403	sub	
USA Services	PO Box 520580	Longwood	FL	32752	407-702-7606	sub	
Ward Land & Timber, LLC	PO Box 407	Evergreen	AL	36401	251-300-0062	sub	
Weir 777, LLC	10721 Luna Rd	Dallas	TX	75220	972-566-2000	Sub	
Willis Recovery LLC	1131 Hickin Rd	Chester	SC	29706	803-511-96157	sub	
ZZ Truck Inc	1221 Delores Street E	Lehigh Acres	FL	33974	305-304-2893	sub	
YG Construction	12751 Chardon Ct	Fort Myers	FL	33912	239-839-1346	Sub	MBE
Fort Lauderdale Ice	1915 NW 18th Street	Pompano Beach	FL	33069	954-960-0132	Sub	SBE
Prism Lighting Services	6971 Business Park Blvd North	Jacksonville	FL	32256	904-710-8561	Sub	SBE
Landscape Service Professionals	6115 NW 77th Way	Tamarac	FL	33321	954-721-6920	Sub	WBE
TLW Inc	2035 Hwy 44	Columbia	MS	39429	601-441-7360	Sub	WBE
Fleetcard, Inc	350 N Sam Houston Pkwy. E. #	Houston	TX	77060	281-445-1100	Supplier	DBE/WBE
1st Fire Safety	PO Box 1238	Cedar Park	TX	78613	512-777-1555	supplier	
A Line Auto Parts	700 North Park Circle	Cedar Park	TX	78613		supplier	
A&W Water Well Service	PO Box 213	Leander	TX	78641	512-259-1732	supplier	
A-1 Tire & Service	1208 E. State Hwy 29	Llano	TX	78643	325-247-5156	supplier	
ABC Erosion Control, Inc	PO Box 30317	Austin	TX	78755	512-844-4638	supplier	
Absolute Diesel	519 FM Rd 1431	Kingsland	TX	78637	512-985-7462	supplier	
Absolute Asphalt Services Inc	6 Old Post Road	Longwood	FL	32779	407-878-3155	supplier	
Acme Barricades	9800 Normandy Blvd	Jacksonville	FL	32221	904-781-1950	supplier	
Action Propane	2801 South Highway 183	Leander	TX	78641		supplier	
Action Roll-Offs, Inc.	PO Box 1414	Hempstead	TX	77445	979-826-2815	supplier	
Adobe Machinery Services, LLC	P.O. Box 1289	Tomball	TX	77377	281-351-5053	supplier	

T.F.R. Enterprises, Inc  
Subcontractors and Suppliers

# Agenda Item 9A

Vendor	Bill from Street 1	City	St	Zip	Phone	Vendor	Category
Advanced Flamecutting & Steel, Inc.	1320 Alameda Genoa Rd	Houston	TX	77047	713-970-1756	supplier	
Airgas - Mid South	PO Box 678015	Dallas	TX	75267	918-585-2811	supplier	
Alamo Welding Supply Co., Inc.	PO Box 6356	Austin	TX	78702	512-476-9400	supplier	
All Star Land Surveying	9020 Anderson Mill Rd	Austin	TX	78841	512-249-8149	supplier	
ALL Star Mobile RV	5322 Bogus Rd	Gainesville	GA	30506		supplier	
Anderson Rentals Inc.	PO Box 765	Mims	FL	32754-0765	321-269-9957	supplier	
Art's Truck & Equipment	3001 W Expressway 83	McAllen	TX	78503	956-686-2326	supplier	
Ascendum Machinery, Inc.	9115 Harris Corners Parkway,	Charlotte	NC	28269	704-494-8100	supplier	
Atlantic Coast Transport, LLC	3120 Rogers Rd	Fort Pierce	FL	34981		supplier	
Austin Brake & Clutch Supply, Inc.	8151 North Lamar Blvd.	Austin	TX	78753	512-836-0482	supplier	
Bane Machinery Houston,LP	PO Box 541355	Dallas	TX	75354	281-443-7667	supplier	
Berico Fuels, Inc.	2200 E Bessemer Ave	Greensboro	NC	27405	336-273-8663	supplier	
Better Barricades, Inc.	1725 Tionia Rd	New Smyrna Be	FL	32168	386-427-4971	supplier	
BFI Colonial Landfill	PO Box 677839	Dallas	TX	75267		supplier	
Binswanger Glass	8733 Burnet Rd	Austin	TX	78757	512-454-7755	supplier	
Black Rose Steel & Trading	PO Box 876	League City	TX	77574	281-332-7673	supplier	
Blue Beacon	PO Box 856680	Salina	KS	67402	785-825-0904	supplier	
Bobcat Quality Equipment	11146 IH 35 North	San Antonio	TX	78233	210-337-6136	supplier	
Brooks Industrial	Tire Repair Service	New Iberia	LA	70562-0344	337-364-7424	supplier	
Bruce Sloan Tire Service	PO Box 5461	Norman	OK	73070	405-830-0022	supplier	
Capitol Auto Parts	14211 Ranch Rd 12	Wimberley	TX	78676	512-847-5262	supplier	
Capitol Bearing Service	PO Box 190	Round Rock	TX	78680	512-244-2248	supplier	
Capitol Hydraulics	P.O. Box 190	Round Rock	TX	78680-0190		supplier	
Cedar Park Wrecker & Recovery Service	PO Box 1745	Cedar Park	TX	78630	512-267-5100	supplier	
Coastal Heavy Haulers	2511 SE Evangeline Thruway	Lafayette	LA	70508	337-232-9241	supplier	
Comeback Rentals	4880 Dick Pond Rd	Myrtle Beach	SC	29588	843-293-7368	supplier	
Complete Staffing	3101 Ernest Suite 4	Lake Charles	LA	70601	337-494-1295	supplier	
Creative Fence Concepts	4462 Holmestown Rd	Myrtle Beach	SC	29588	843-907-2222	supplier	
Crockar Crane Rentals	PO Box 1469	Leander	TX	78641	512-258-1323	supplier	
DeFord's Fuel & Oil, Inc.	PO Box 175	St. Augustine	FL	32085	772-829-2251	supplier	
DeLoy Brown Petroleum LLC	319 Miller Ava	Crossville	TN	38555	931-484-5021	supplier	
Diamond Z Manufacturing	11299 Bass Lane	Caldwell	ID	83605	208-585-2929	supplier	
Diesel Specialists	1215 Carpenter Road	Humble	TX	77396	281-446-1230	supplier	
Diesel Tech Services, Inc.	PO BOX 1724	Leander	TX	78641	512-983-4808	supplier	
Diversified Machining Inc.	3703 East Hwy 29	Bertram	TX	78605	512-355-3270	supplier	
Double Diamond Heavy Haul	PO BOX 118	Mont Belvieu	TX	77580	281-703-6195	supplier	
Eagle Rock Freight	PO Box 559	Eagle Point	OR	97524	541-973-2690	supplier	
Edgewater Recycling	PO Box 1446	Edgewater	FL	32132	386-689-3648	supplier	
Environmental Allies	9625 Windfern Rd	Houston	TX	77064	281-442-4112	supplier	
Express Employment Professionals	PO Box 269011	Oklahoma City	OK	73126		supplier	
Fastenal	PO Box 1286	Winona	MN	55987-1286	512-331-4563	supplier	
Flagler Construction Equipment LLC	PO Box 17957	Clearwater	FL	33762-0957	407-850-9614	supplier	
Fleetpride	PO box 712195	Dallas	TX	75284-7116	405-495-0763	supplier	
Front Range Landfill	PO Box 320	Erie	CO	80516	303-673-9431	supplier	
Gator Environmental Waste Solutions, LL	10110 Pecue Lane	Baton Rouge	LA	70810		supplier	
Global Rental Co. Inc	33 Inverness Center Pkwy Ste	Birmingham	AL	35242	205-991-7972	supplier	
Gordon's Disposal, LLC	614 Coteau Rd	New Iberia	LA	70560		supplier	
Gordon's Landfill, LLC	6505 Coteau Rd	New Iberia	LA	70560		supplier	
Grainger	Dept 868917360	Kansas City	MO	641414	1-800-472-4643	supplier	
Green Planet, Inc.	PO Box 743966	Dallas	TX	75374-3966	972-636-1515	supplier	
Greenpoint, Inc	PO Box 417	Broussard	LA	70518		supplier	
Grinder Wear Parts, Inc.	2062 20th Ave SE	Largo	FL	33771	503-982-0880	supplier	
H&E Equipment Services	7500 Pecue Lane	Baton Rouge	LA	70809	1-866-322-6577	supplier	
Hampel Oil	PO Box 875477	Kansas City	MO	64187	877-430-6426	supplier	
HEAVYQUIP	PO BOX 741190	ATLANTA	GA	30374-1190	281-481-6735	supplier	
HERTZ EQUIPMENT RENTAL	PO box 650280	DALLAS	TX	75265-0280	336-275-0775	supplier	
Hi-Line	PO box 972081	Dallas	TX	75397	972-247-6200	supplier	
Holt Cat	P.O. Box 911975	Dallas	TX	75391-1975	210-648-1111	supplier	
Hotsy/Carlson Equipment Co.	PO box 18643	Austin	TX	78760	512-442-2267	supplier	
Houston Bearing	5311 Cornish St	Houston	TX	77007	713-869-7292	supplier	
Hudgins Co.	P.O. Box 2291	Cedar Park	TX	78630-2291	512-990-9919	supplier	

Vendor	Bill from Street 1	City	St	Zip	Phone	Vendor	Category
Hydraulic Specialists, Inc.	7811 Fortune Dr	San Antonio	TX	78250	210-680-5137	supplier	
HYDRAULICS OF TEXAS	6800 Northwinds Dr	HOUSTON	TX	77041	713-722-7200	supplier	
Industrial Rubber	PO Box 23116	Nashville	TN	37202	931-528-1818	supplier	
Inland Empire Equipment	17034 Red Cedar Ct	Fontana	CA	92337	909-697-5244	supplier	
ISNetworld	PO Box 841808	Dallas	TX	75284-1808		supplier	
J Carlson Trucking	7023 Harry Peterson Dr	Foster	MI	49832	906-282-6801	supplier	
JJ Keller	PO BOX 6609	Carol Stream	IL	60197-6609		supplier	
Just Hydraulics & Mechanics	6012 1/2 Centralcrest Suite B	Houston	TX	77092	713-263-8211	supplier	
Kelly Services, Inc.	PO Box 530437	Atlanta	GA	30353-0437		supplier	
Kirby-Smith Machinery, Inc	PO box 270360	Oklahoma City	OK	73137	800-375-3339	supplier	
Knight Jon Boy	PO Box 914	Bunnell	FL	32110	386-437-3894	supplier	
Kudron Trucking	PO Box 72024	Oklahoma City	OK	73172	405-373-0472	supplier	
Labor Finders	PO Box 2363	Benton	AR	72018-2363	501-776-4060	supplier	
Labor Ready	PO BOX 676412	DALLAS	TX	75267-6412	936-756-2600	supplier	
Lacey Rentals	PO Box 586	Brandon	SD	57005	605-330-2747	supplier	
Larimer Solid Waste	200 W Oak St	Fort Collins	CO	80521	970-498-5764	supplier	
Leaf Services LLC	118 Tchefuncte Parc Drive	Madisonville	LA	70447	985-206-9509	supplier	
Leon County Solid Waste	7550 Apalachee Pkwy	Tallahassee	FL	32311		supplier	
Liberty Hill Truck Service	12830 W HWY 29	Liberty Hill	TX	78642	512-778-8659	supplier	
LONGHORN INT TRUCK	PO BOX 6260	AUSTIN	TX	78762	512-389-1111	supplier	
Motion Industries	PO BOX 849737	Dallas	TX	75284-9737	931-528-3797	supplier	
Mustang Cat	PO Box 4348 DEPT 144	Houston	TX	77210	713-452-7271	supplier	
Mustang Rental	PO Box 1373	Houston	TX	77251	713-452-7764	supplier	
Myers Tire Supply	PO Box 100169	Pasadena	CA	91189-0169	210-225-4291	supplier	
Neff Rental	PO Box 405138	Aitanta	GA	30384-5138	512-845-7051	supplier	
Ozark Machinery Company	10399 Co Rd 8270	West Plains	MO	65775	417-256-8178	supplier	
PeopleReady Florida Inc	PO Box 676412	Dallas	TX	75267-6412	386-238-1377	supplier	
PeopleReady Inc.	PO Box 676412	Dallas	TX	75267-6412		supplier	
Premier Staffing Solutions	3806 D Park Ave	Wilmington	NC	28403	910-793-1010	supplier	
Pro Glass	2303 S Austin Ave	Georgetown	TX	78626		supplier	
Putnam County Central Landfill	P.O. Box 758	Palatka	FL	32178-0758		supplier	
Quality Towing Service	4204 Classen Cir	Norman	OK	73071	405-360-1869	supplier	
Rainey Cawthon Distributor	601 W Madison Street	Tallahassee	FL	32302	850-222-1948	supplier	
RAM Products LTD	PO Box 821159	Fort Worth	TX	76182	800-486-6674	supplier	
RDO Equipment Co	PO Box 7160	Fargo	ND	58106	701-526-9700	supplier	
River City Hose and Supply Inc	12949 Research Blvd.	Austin	TX	78750-3204	512-506-8450	supplier	
ROCK PLUS	PO BOX 73169	HOUSTON	TX	77273-3169	281-51-0000	supplier	
Romco Equipment Company	P. O. Box 841496	Dallas	TX	75284-1496	214-819-4107	supplier	
RSC Equipment Rental	PO Box 840514	Dallas	TX	75284-0514	512-310-7733	supplier	
Rule Steel Tanks, Inc	11299 Bass Lane	Caldwell	ID	83605	208-585-3031	supplier	
Rush TRK Center	16870 S IH 35	Buda	TX	78610		supplier	
Samsula Waste Inc	383 S. Slate Rd 415	New Smyrna Be	FL	32168		supplier	
Seminole County Solid Waste Mgmt	500 West Lake Mary Blvd	Sanford	FL	32773		supplier	
Southeast OKC landfill	PO box 99799	Chicago	IL	60696-7599	405-672-7379	supplier	
Southern Tire Mart	9665 HWY 290 EAST	Austin	TX	78724	512-416-1010	supplier	
Sprint - Fort Bend County Landfill	PO Box 19129	Houston	TX	77224	281-277-3277	supplier	
STEWART & STEVENSON	PO Box 301063	DALLAS	TX	75303-1063	713-671-6100	supplier	
Stowers Machinery Corp	PO Box 14802	Knoxville	TN	37914	865-548-1414	supplier	
SUNBELT RENTALS	PO BOX 409211	ATLANTA	GA	30384-9211	843-445-9960	supplier	
Suncoast	PO BOX 202603	DALLAS	TX	75320	713-844-9800	supplier	
SUNDANCE FUELS	PO BOX 2495	SPRING	TX	77383	281-353-9688	supplier	
Sunstate Equipment Co	PO Box 52581	Phoenix	AZ	85072-2581	972-245-5656	supplier	
Synergy Renis LLC	PO Box 105046	Atlanta	GA	30348-5046	386-274-1002	supplier	
Texas Disposal System	PO Box 17126	Austin	TX	78760	512-421-1340	supplier	
TEXAS HYDRAULICS	16803 Radholme Court	ROUND ROCK	TX	78664	512-733-2900	supplier	
Texas Outhouse	5207 Kiam St	Houston	TX	77007	713-785-8050	supplier	
Texas Welding Supply Co.	4705 Commercial Park Dr	Austin	TX	78724	512-272-9353	supplier	
Tire & Truck Masters	11120 Highway 242	CONROE	TX	77385	936-321-3636	supplier	
Traffic Control Products Co. Of Louisiana	2230 Tower Street	Denham Spring	LA	70726-4900	225-685-7950	supplier	
Triton Transport Ltd.	44137 Progress Way	Chilliwack BC	CA		604-792-4416	supplier	
Tucker Oil Co.	PO box 160	Slaton	TX	79364	806-828-6277	supplier	

Vendor	Bill from Street 1	City	St	Zip	Phone	Vendor	Category
TURBO SUPPLY	PO Box 4286	Joplin	MO	64803	888-291-7797	supplier	
United Rentals	4542 S IH 35 S	San Marcos	TX	78666	512-353-1111	supplier	
United Site Services of Florida Inc	PO BOX 660475	Dallas	TX	75266-0475	1-800-864-5387	supplier	
VANGUARD TRUCK	5216 North McCarty Dr	HOUSTON	TX	77013	713-873-1444	supplier	
Vermeer Equipment	1945 Louis Henna Blvd	Round Rock	TX	78664	512-224-0505	supplier	
Walt Pene Trucking	12807 N. FM 2378	Anton	TX	79313	806-873-3608	supplier	
Waste Management of Texas, Inc	PO BOX 660345	Dallas	TX	75266-0345	713-354-5200	supplier	
Waukesha-Pearce Industries, LLC	P. O. Box 4550	Houston	TX	77210	512-251-0013	supplier	
Wingfoot Commercial Tire Systems LLC	1709 Royston Ln	Round Rock	TX	78664	512-990-5733	supplier	



## Current Standby Contracts

Municipality	State	Expiration Date
Alabama DOT- Mobile Area	Alabama	
Alabama DOT-Grove Hill Area	Alabama	
Town of West Hartford	Connecticut	6/30/18
Charlotte County	Florida	12/31/19
City of Rockledge	Florida	3/1/20
Miami-Dade County	Florida	3/31/19
Lee County	Florida	6/1/19
South Broward Drainage	Florida	07/04/19
Broward County	Florida	6/22/20
Escambia County	Florida	8/6/18
FLDOT District 01 (Cut & Toss)	Florida	7/06/18
FLDOT District 01	Florida	7/06/18
FLDOT District 02	Florida	9/22/18
FLDOT District 03	Florida	7/14/18
FLDOT District 04	Florida	10/15/18
FLDOT District 05	Florida	6/30/18
FLDOT District 07	Florida	8/15/18
City of West Park	Florida	6/1/19
City of Cape Coral	Florida	6/15/20
City of Homestead	Florida	8/17/18
City of Port St Lucie	Florida	8/2/20
Seminole Tribe of Florida	Florida	8/9/20
City of Plantation	Florida	6/1/22
City of Miami	Florida	12/17/18
Lake County	Florida	5/8/19
State of Maryland	Maryland	9/30/18
Ramsey County	Minnesota	9/1/18
Pamlico County	North Carolina	6/30/18
Town of Wrightsville	North Carolina	6/30/19
City of Wilmington	North Carolina	6/30/18
City of Raleigh	North Carolina	10/31/19
Town of Cedar Point	North Carolina	06/30/19
NCDOT- Duplin County	North Carolina	12/31/18
NCDOT- Onslow County	North Carolina	12/31/18
NCDOT- Sampson County	North Carolina	12/31/18
NCDOT-Brunswick County	North Carolina	12/31/18
NCDOT-Pender County	North Carolina	12/31/18
NCDOT- New Hanover County	North Carolina	12/31/18
City of Norman	Oklahoma	12/31/18
Memphis	Tennessee	6/30/18
City of Baytown	Texas	1/31/19
Town of Flower Mound	Texas	5/5/19
TXDOT- Cameron County	Texas	5/11/19
TXDOT- Nueces County	Texas	5/22/19
TXDOT- Victoria County	Texas	5/11/19
City of Beaumont	Texas	7/14/18
La Marque	Texas	5/31/19
Burnet County	Texas	11/21/19
Fort Bend County	Texas	11/30/18
Morgan's Point	Texas	4/11/21
City of Duncanville	Texas	03/31/19





DISASTER RESPONSE DIVISION

City of Cedar Hill	Texas	5/22/19
Galveston County	Texas	09/15/20
City of Morgan's Point	Texas	12/12/21
Tarrant County	Texas	03/13/19
City of Houston	Texas	5/1/21
USACE	SW & SP Divisions	05/01/19
Brazoria County	Texas	06/13/19
Town of Clinton	Connecticut	05/31/20
City of Arvada	Colorado	02/07/19
City of Seabrook	Texas	6/1/21
<b>Pre-Qualified With:</b>		
Miami-Dade County	Florida	
Evangeline Parish SWC	Louisiana	
Lee County	Mississippi	
City of Tupelo	Mississippi	
Jackson County	Mississippi	

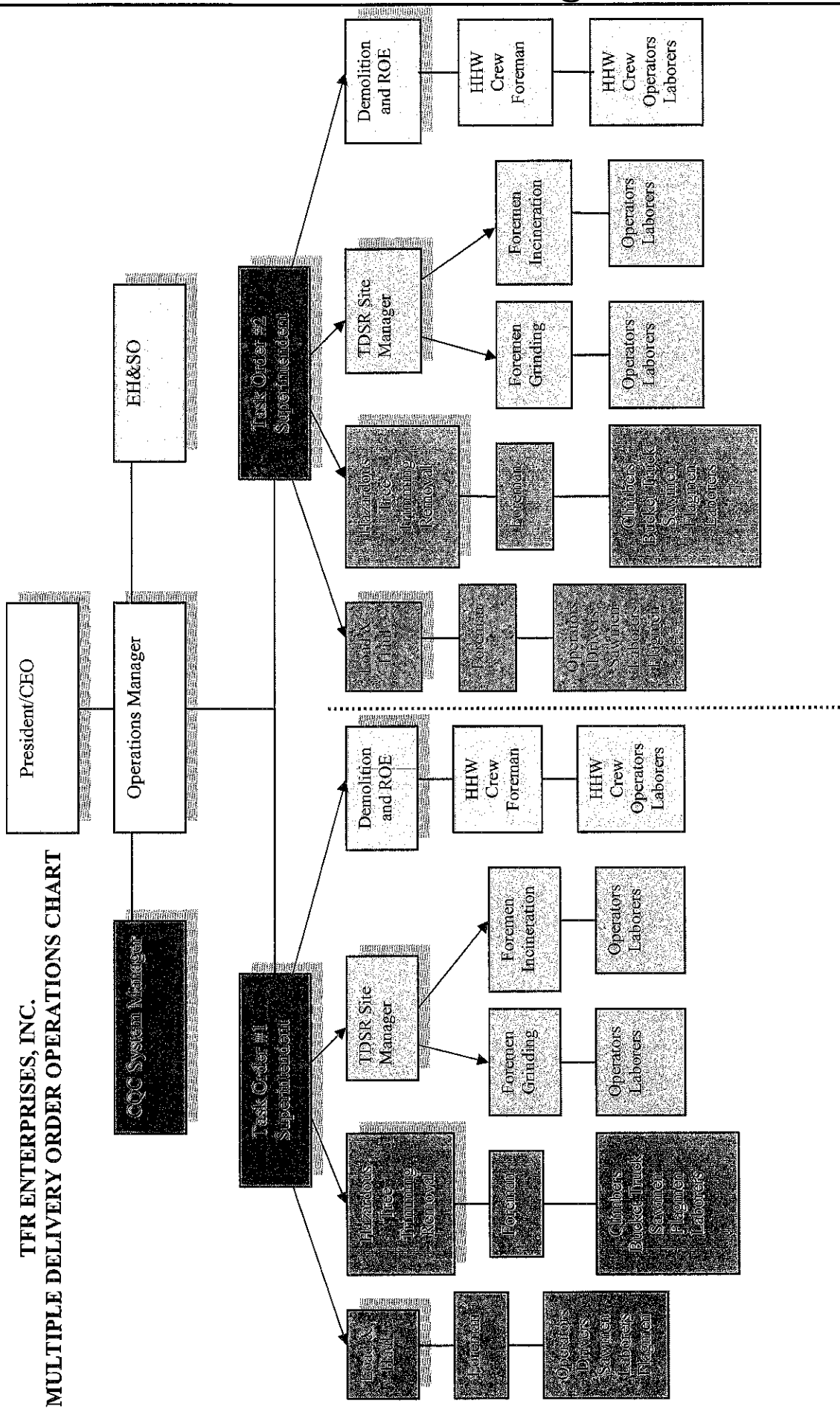
The number of standby contracts will not negatively impact North Bay Village. TFR will manage each project with TFR personnel and independent of one another. In 2017, we called upon Project Managers whom have worked on previous projects with us, to meet the needs of our clients. We did not fail to show up and provide resources for every notice to proceed we received.

**Multiple Delivery Orders in Multiple Locations**

In general, the company management approach applied to multiple projects being performed simultaneously is:

- Each Task Order has its own Task Order Superintendent assigned.
- Task Order Superintendents have the authority to commit the company
- All Task Order Superintendents report to the Operations Manager
- Depending on scope of work and size of contract:
  - A Project manager will be assigned to each phase of the debris removal/management operations, (i.e., Load & Haul Manager, TDSRS Manager)
  - Each Project manager will report daily to the Task Order Superintendent
  - Each crew will be under the direction of a Crew Foreman who will report to the Project manager
  - Crew foremen will be responsible for maintaining daily reports and overseeing the crew operations
- Each Project manager will:
  - Provide daily work assignments to each crew foreman
  - Perform daily reviews with the Task Order Superintendent of work performed, time schedules, performance targets and work assignments for the following day

**TFR ENTERPRISES, INC.**  
**MULTIPLE DELIVERY ORDER OPERATIONS CHART**





## Tab 4: Operational Plan

### TFR Enterprises, Inc. Overview

- TFR Enterprises, Inc. is a debris removal contractor, first incorporated in 1989 in the State of Tennessee, and actively participating in disaster recovery contracts nationwide since Hurricane Andrew in 1992.
- May 2014, TFR was awarded two (5) year Advance Contracting Initiative (ACI) Single Award Task Order Contracts (SATOC) for Debris Management Services within the Southwestern and South Pacific Divisions under the USACE.
- TFR has successfully completed more than 150 disaster projects and all our clients have received 100% of their eligible reimbursement.
- TFR has **NEVER** defaulted on a contract, nor has any regulatory or license agency sanctions been imposed.
- TFR owns more than 150 pieces of equipment that is primarily designed for use in debris removal operations.
- In August 2016, TFR responded to the flooding that impacted Louisiana and successfully completed debris hauling in District 61, District 3, and Iberia Parish simultaneously.
- In 2017 Texas, Florida, and Puerto Rico were devastated by the crippling Hurricane Season. TFR successfully managed and completed 21 projects simultaneously.
- During Hurricane Ike, TFR supplied crews to assist the USACE contractor with the task of opening up Interstate Highway 45 between Houston and Galveston and the Galveston Beach Road 3005 so that other contractor and rescue/recovery crews could access the damaged area. This assistance was provided in addition to TFR's response and performance to 6 of its own prime contracts (which included two counties) **removing in excess of 1,800,000 cubic yards of debris.**
- The 2005 Hurricane Season, which saw major damages from Hurricanes Dennis, Katrina, Rita and Wilma, resulted in TFR handling **6,000,000 cubic yards of debris within 180 days.**
- Federal Employer Identification Number: 72-1149862
- DUNS Number: 08-1346561
- E-Verify Number: 303767
- Single Project Bonding Capacity: **\$50,000,000**



### **FEMA Compliance Team**

TFR personnel have conducted over 150+ federally funded projects, and as such, has gained invaluable experience and familiarity with the FEMA recording and reimbursement process conducted under the federal *Public Assistance Program*. With no turnover in our key personnel for the past five (5) years, our employees have been working as a cohesive team to confront FEMA issues and ensure the reimbursement of our clients for 28 years. Jennifer Frankovsky, our Director of Business Development, in conjunction with Tiffany Wilkes, Contract Compliance and Reconciliation Administrator, head our *FEMA Compliance Team* in any and all disaster-related projects. Our *FEMA Compliance Team* is deeply vetted in FEMA management and operational styles, and **NEVER** has TFR, or its officers, had a disputed claim for FEMA reimbursement. These individuals are very familiar with and aware of the federal guidelines for independence in accountability and reporting as well as recognizing that it cannot perform or assume the sovereign duties of the government officials. However, this does not preclude TFR from offering the following services to aid our clients in complying with the federal *Public Assistance Program* while seeking additional funding and grants for various Permanent Works Projects:

- Provide extensive pre-event training sessions with review of previous submitted FEMA paperwork
- Design appropriate cost tracking systems before approval of Project Worksheets is received
- Assist our client in estimation of debris volumes by debris types and debris management costs for Preliminary Damage Assessments
- Provide, review and confirm accuracy of supporting documentation (i.e. Truck Certifications, Load Tickets, Equipment Time Sheets, etc.) for the Project Worksheets to realize full reimbursement

### **Emergency Response and Deployment Plan -Preliminary Planning**

Preparation is the be-all of good emergency management. As such, TFR offers annual on-site training and tabletop exercises for all clients wishing to participate. Usually lasting 4 to 5 hours, TFR conducts the training service in the months preceding Hurricane Season on simulated events developed by TFR. We offer this value-added service to clients to familiarize ourselves with key emergency management officials and local agencies designated to the project. TFR believes understanding the needs of the local officials allows us to tailor-make a debris management plan that best suits the community.

In the past, TFR's key personnel have worked closely with many different "Monitoring/Consulting" firms which have been retained by the clients, and whose responsibility it is to provide expertise and guidance in the application of FEMA regulations and reimbursement, to provide the aforementioned services.

Working together the client, and or its' designated representative, and TFR will develop a complete, full service debris management plan that anticipates encumbrances, highlights transparency, emphasizes expediency, and forces accuracy. The preparation and experience gained during our training exercises will position local officials to respond quicker and realize full FEMA reimbursement. Additionally, by identifying key elements, such as debris



management sites and staging locations, TFR can better rapidly mobilize to ensure an efficient response immediately following the storm.

### **Debris Management Site Location and Testing**

One of the most important factors in rapid mobilization and debris removal is the identification, certification and preparation of the temporary debris management site. We cannot begin to remove debris from the rights of way until we have a place to take it. Therefore, it is critical that site identifications, approvals and preparation be addressed immediately after the disaster event.

TFR is dedicated in assisting our clients in the selection and qualification of debris management sites. Identification and selection of appropriate debris sites are vital to the recovery process. TFR has assisted in locating suitable sites for temporary storage and reduction of debris for many of our clients. This is performed with careful attention to Federal and State regulations and requirements.

In past planning sessions, advanced identification of possible temporary sites has been a priority topic. If potential sites can be identified prior to an event, some of the requirements to authorize the location for this use can be accomplished in advance of a disaster strike. Some of these procedures can include researching the historical information to ensure compliance with the National Historic Preservation Act and soil and water samples being collected to file with State Environmental Protection Agency. Identifying sites early will also aid the contractor in preparing a "site plan" to locate the most advantageous layouts and locations for ingress and egress, taking into consideration probable traffic patterns. Whenever possible, multiple sites should be identified in various locations of the municipality/jurisdiction in order to shorten the removal time of taking debris from rights of way and dumping at the temporary sites.

### **Priorities of the Client**

When requested, TFR will assist in the establishment of emergency routes with a pivotal focus on immediate need facilities. TFR will work closely with the client to assist in the clearing of priority routes for certain immediate need facilities, including the client's EOC, government buildings, hospitals and FEMA Distribution Centers, to employ a rapid 70-hour "Push" to secure the facility access. Following the establishment of emergency routes, TFR and client representatives will review maps and designated debris sites for debris collection. Our goal is to develop a master plan outline that addresses the priorities and requirements of the client and ensures the efficient allocation of resources to debris-ridden areas while emphasizing safety to our crews and the community.

### **Additional Goals of the Preliminary Planning Meetings**

- Identify potential disaster threats by examining past disaster/debris issues in similar jurisdictions
- Introduction of Project Management Team
  - Roles and responsibilities of key members of TFR
  - Roles and responsibilities of key member of the client's debris team
- Review of overall Debris Management Plan of the client





- Analyze pre-strike procedures, staging locations, mobilization plan and response times
- Review 70-hour “Push” efforts and immediate need facilities to the community
- Examine hauling plan and sectoring information for efficient response
- Debris Management Site Management Plan, including ideal locations, site plan and potential environmental issues
- Participation goals for local, Disadvantaged Business Enterprises and vendor firms
- Review of various public information strategies
- Examine past projects and lessons learned

### **Emergency Response and Deployment Plan -Imminent Event**

Beginning approximately three to five days from the event, TFR begins preparing its equipment and personnel deployment. Depending on the potential severity of the event, personnel and equipment support items are procured during this time (food, water, fuel, etc.). These items are critical to TFR’s ability to be completely self-sufficient. Our Project Administrator will begin contacting subcontractors to ascertain the following information:

- Availability to commit to TFR and the project
- Insurance Policies
- Current equipment and personnel ready to mobilize
- Mobilization schedule
- Plans to maintain complete self-sustainability

Priority will be given to local subcontractors who meet TFR’s standards, followed by subcontractors with which TFR has significant experience and trusts the standards of quality by which the subcontractor performs its operations.

During this same time period, the Fleet Manager in the home office will begin calling National and Local Equipment Rental Dealers to identify available equipment on hand, such as Rubber Tired Front-End Loaders, Skid Steer Loaders, Grapple attachments, Knuckleboom Loaders, Bucket Trucks, Vacuum Trucks, Water Trucks, Bulldozers, Portable Generators and Portable Toilets, to augment, if necessary, TFR owned equipment. Additionally, the Fleet Manager will begin procuring the necessary permits to transport the large equipment.

Two to three days prior to landfall, members of the TFR management team, such as the Project Administrator, Operations Manager, and Project Manager will mobilize to the client to begin making final plan reviews, finalizing staging areas, make lodging arrangements, and begin preparing debris management site specific operational, safety, and environmental plans. Logistical arrangements for the positioning of the Emergency Push crews prior to landfall are finalized during this period.

One day prior to landfall, Emergency Push Crews are mobilized to their predetermined positions. These crews are strategically placed so that they may arrive on the back side of the hurricane, as soon as safely possible, so as to begin opening critical roadways for the



local emergency responders. The exact number of crews will be based upon the likely severity of the event but will meet or exceed the client's standards.

The TFR Operations Manager will be working with the client and will be with them throughout the event, riding out the event in the Emergency Operations Center if needed.

### **Emergency Response and Deployment Plan -First 72 Hours**

During the first 24 hours following landfall, TFR's multi-faceted Emergency Response and Deployment Plan is fully activated. The Emergency Push Crews are opening critical roadways, as prioritized by the client. Equipment utilized during the "push" consists of rubber tired front-end loaders, bobcats, backhoes, and other equipment types. Safety is of utmost importance during this activity and coordination with the local power provider is critical, as downed power lines are a serious safety issue for these crews. The goals of the Emergency Push are:



- Clear roadways according to the given priority schedule
- Clear parking lots at critical facilities (police stations, hospitals, etc.)
- Remove large piles or material that interfere with critical lines of sight
- Maintain accurate time schedules and coordinate all activities with the client's force account labor so as to maximize the "70 operational hours" that may be reimbursed by FEMA prior to moving to unit rate billing.

While these crews are working, many other tasks are simultaneously occurring. One of the most critical objectives during the first 24 hours is the completion of the initial damage assessment. The primary goals of this assessment are:

- Determination of the affected area
- Extent of the damage
- Estimated amounts and types of debris
- Optimal DMS locations

Much work must be done during the first 24 hours to prepare the Debris Management Sites for debris management and reduction. This work consists of:

### **Obtaining and Possessing Necessary Licenses and Permits**

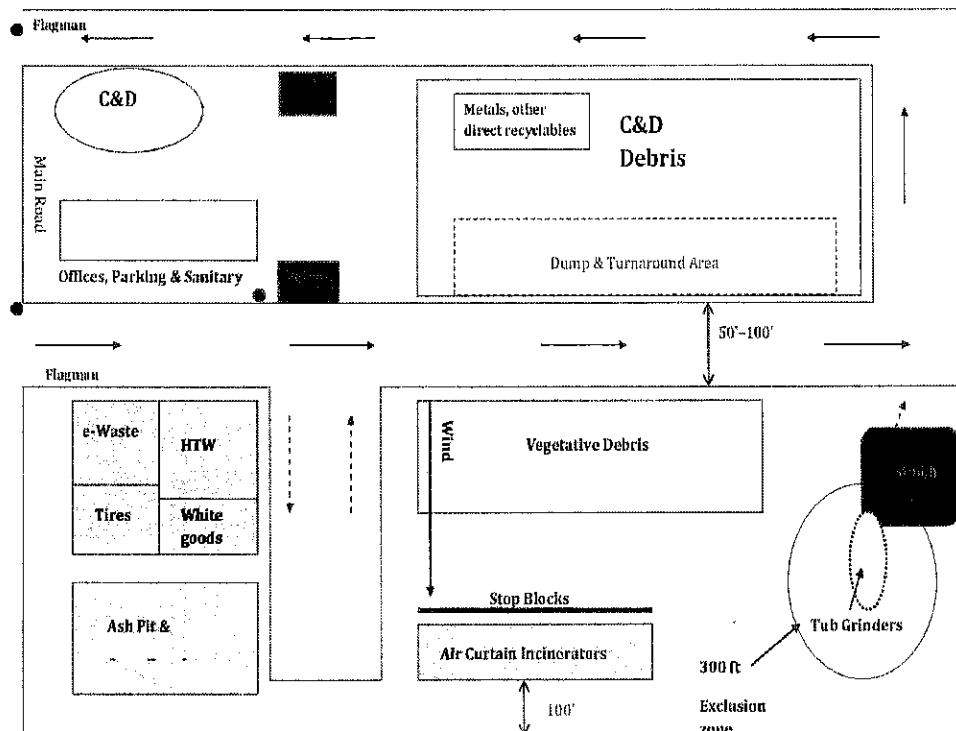
- The Operations Manager or his designee will investigate the state and local statutory requirements needed to perform the work described in the pre-position planning in the affected areas and determine what permits are necessary to complete the work. Video and/or digital photographs of the site, before occupation, will be made for the record, in addition to any soil, water or other test documents. After acquiring all necessary permits and licenses, the Operations Manager and the Environmental Manager will then prepare copies of all necessary permits for delivery to our client's representatives.



## Submittal of Site Plan and Establish Field Offices and Equipment Staging Area

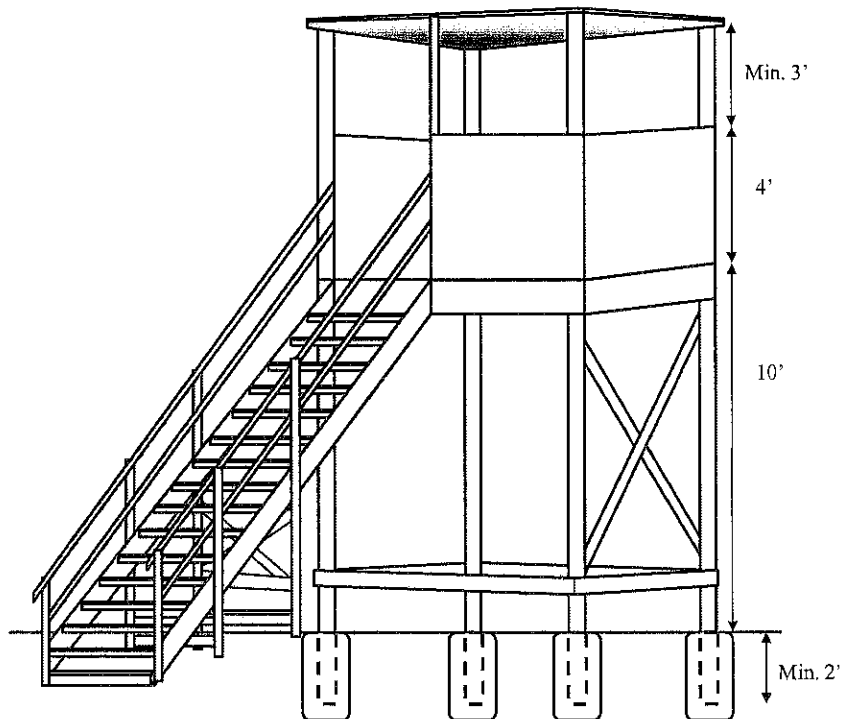
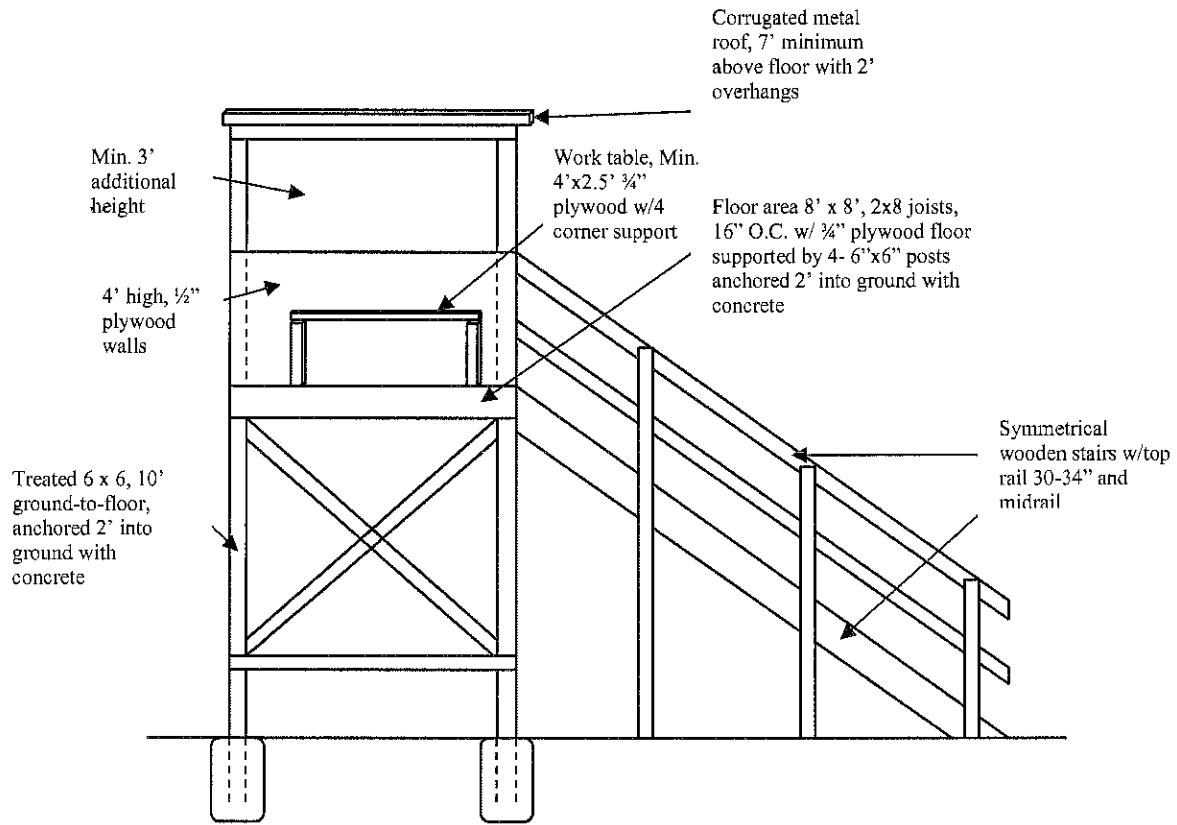
- After the approval/assignment by clients' representatives of the DMS, the OM, the site manager and representatives of the client will make a physical review of the site. Within 12 hours of the location and inspection of the site, a final site plan will be submitted for approval. The Site Plan shall reflect: (1) access to the site (ingress, egress) (2) site preparation-clearing, erosion control and grading, (3) traffic control procedures, (4) safety, (5) segregation of debris, (6) location of ash disposal area, hazardous material containment area, contractor work area, and inspection tower, (7) location of vegetative debris dump, (8) location of Mixed Debris and C&D dump, (9) location of temporary sanitary facilities, (10) location of reduction operations including incineration operations, chipping operations, (11) location of any existing structures or sensitive areas requiring protection from smoke, dust, noise and with awareness to existing traffic conditions (12) location of dump area for debris hauled from the public or haulers other than TFR with traffic patterns reflected for this area. Tasks will then be assigned to construct and establish required elements of the site, such as the inspection tower, hazardous materials containment area, temporary fencing, etc.

For the purpose of this RFP and for the general understanding of the layout offered by TFR, included is a general site plan utilized by TFR on previous projects and that directly addresses the uses outlined above. However, before these site plans can be formally submitted, the necessary soil and water samples will need to be taken, checked and filed with appropriate Government Agencies and maintained, on hand, at the TFR field office. The site plan will be reviewed and accepted by client representatives before the DMS begins accepting storm-generated debris.





## Inspection Tower Construction Diagrams





Additional items that **MUST** be procured during this time, if they have not previously been procured, are:

- Lodging, preferably an RV park
- Distribution of Employee and Subcontractor Contact Lists
- Acquisition of all necessary Permits and Licenses

**Twenty-Four to Forty-Eight Hours Post-Event**

Within 48 hours of the event, all mandatory administrative deliverables (bonds, safety plans, etc.) will be submitted to the client. Operationally, TFR is committed to the following:

- 50% mobilization and certification of load and haul crews
- At least one DMS will be operational and receiving debris
- Emergency Push will be 66% complete

**Forty-Eight to Seventy-Two Hours Post-Event**

- 100% mobilization and certification of haul crews (if more than 150 units are required, 96 hours may be required)
- Emergency Push is complete

**Emergency Response and Deployment Plan – Load and Haul Phase**

The first thirty days are of utmost importance in maximizing our client’s FEMA reimbursement, particularly if they have elected to participate in the Public Assistance Program, as outlined in the PAPPG January 2018 publication. This program states that a Public Assistance Applicant may receive reimbursement of up to 85% of the costs incurred within the first 30 days, 80% of the costs incurred between days 31 and 90, and 75% of the costs incurred between days 91 and 180. **TFR is committed to an aggressive mobilization and operational strategy that will maximize this reimbursement. Unless it is a major event, TFR’s goal is to complete 75% of the load and haul within the first thirty days and be complete with the load and haul by day 60.**

**Removal of Debris from Public Right of Way**

Upon receipt of a task order and at the direction of our client’s representatives, the Operations Manager will direct the Load and Haul Supervisor to dispatch the previously selected loading and hauling equipment to starting locations agreed upon by the client and TFR.

One foreman will oversee the loading and hauling operations for each crew. The foreman is responsible for conducting toolbox safety meetings, and a general briefing of operations including truck routes, local ordinances and other pertinent information. The foreman is

T.F.R. ENTERPRISES, INC. 611 Lander Drive Lubbock, TX 79404		Ticket Number > 10001	
CREW NO. _____			
CONTRACT NUMBER _____			
SUBCONTRACTOR NAME _____			
TRUCK DRIVER NAME _____			
<b>QUANTITIES:</b>			
TRUCK NUMBER		WEIGHED CAPACITY	CY
Est. %		Estimated	CY
Fuel			
<b>LOAD CLASSIFICATION</b>			
SPREAD		MIXED	
NONSPREADABLE - C.G.D.		OTHER	
<b>LOCATION</b>			
PICKUP ZONE/SECTION		DEBRIS DELIVERY SITE	
LOADING SITE	TYPE	SUNGLASS SIGNATURE	
UNLOADING SITE			
TRUCK DRIVER SIGNATURE _____			
Comments _____			
_____			
Write Dispatch Manager		Green-Load Site Worker	
Daily - Pink - Gold - On Site Coordinator's Representative or Driver			





equipped with fire extinguisher, pick-up truck with mobile radio and cellular telephone, first aid safety kit and list of emergency telephone numbers and map to emergency medical facilities. The foreman is responsible for preparing a daily report of activities.

Prior to Truck Certification and Inspection, all Subcontractors will have met with the Sector Foreman and provided the necessary paperwork including copies of current certificates of insurance (general, auto, workers comp.) copies of driver's licenses, and the execution of Subcontractor Agreements including:

- Copy of Scope of Work
- Copy of Accident Prevention Plan
- Copy of Safety Sheet
- Copy of Ticket Reporting Procedures
- Location of Emergency Response Facilities and Contact Numbers
- Copy of Equal Opportunity Policy
- Copy of Alcohol and Drug Abuse Policy

A truck Measure/Certification Site will be established at DMS, staging site, or another appropriately designated location determined by the County and City, for all trucks to be inspected measured, photographed, and, in case of tonnage contracts, a tare weight. Truck Certification, available upon request, will include the recording (first on a paper Certification Form and by Electronic Form) of the following:

- Date of Measure
- Assigned Truck Number
- Truck Measured Capacity
- Truck Description (including model, type and color)
- License No. And State
- VIN No.
- Truck Owner
- Name of Subcontractor Truck is working for
- Truck Driver
- Truck Driver's License No. And State
- Truck Drivers cell phone or contact number
- Truck Tare Weight
- Notes or exceptions (i.e. descriptions, deductions for dog house, etc.)
- Signature space for;
  - Truck Driver
  - Contractor's Representative
  - Client's Representative

**TRUCK MEASURE CERTIFICATE**

Contractor: T.F.R. Enterprises, Inc.

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

Truck Description: \_\_\_\_\_ Type: \_\_\_\_\_ Color: \_\_\_\_\_

License No. & State: \_\_\_\_\_ VIN: \_\_\_\_\_

Truck Owner: \_\_\_\_\_

Subcontractor Truck is working for: \_\_\_\_\_

Truck Driver: Name \_\_\_\_\_ Driver License # & State \_\_\_\_\_

TRUCK MEASUREMENTS:						
Truck Bed Length	Truck Bed Width	Truck Bed Height	Tare	Capacity	Notes	Checked By
IN FEET	IN FEET	IN FEET	IN FEET	IN FEET		

OR

TRUCK MEASUREMENTS:						
Truck Bed Length	Truck Bed Width	Truck Bed Height	Tare	Capacity	Notes	Checked By
IN FEET	IN FEET	IN FEET	IN FEET	IN FEET		

Notes or Exceptions (i.e. descriptions, deductions for dog house, etc.): \_\_\_\_\_

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

Truck Driver: \_\_\_\_\_

TFR Representative: \_\_\_\_\_ Contractor's Representative: \_\_\_\_\_

SAMPLE TRUCK IDENTIFICATION PLACARD

**T.F.R. Enterprises, Inc.**  
DISASTER RESPONSE DIVISION

UNDER CONTRACT TO:

TRUCK #

MEASURED CAPACITY: \_\_\_\_\_ CY

12"



- A photograph of the Measured Truck w/driver will either be, taken by Polaroid Camera and attached to the Certification Sheet; or by Digital and Stored.
- Each Truck Dump Bed will be assigned the required TFR issued side signs on each dump body, all to be weather durable, tamperproof and non-removable and will include (in large and clear writing):
  - Company Name
  - Truck Number
  - Maximum Volume in Cubic Yards
  - Inspector's Name and Date
  - These signs will be placed, one each on each side of the dump bed body and be maintained throughout the duration of the project to ensure readability.
- Additional Truck dump trailers (pup trailers) will each have a separate truck measure certification including all of the information outlined above along with a notation as to the truck that it is coupled with.
- The truck certification will include:
  - Inspector's Name and Date

Before equipment is dispatched to the loading sites, it will have already undergone all the necessary safety inspection, measurement and hauling procedures at the staging area as outlined in the section above. All loading and hauling crews will have received a copy of the scope of work, accident prevention plan, safety indoctrination, and assigned a crew foreman. All crews and foremen will be instructed by the Project Manager that they are to work in areas designated by a client Debris Manager and are not to relocate or move from one area to another without prior approval of the Operations Manager. No employees, or subcontractors of TFR will be allowed to work for private or other public entities while employed or contracted under this project.

### **Hazardous Tree Removal**

Unstable and leaning trees along a public ROW or within a naturalized area, such as public parks or golf courses, may be eligible for removal. The Sub-Grantee may choose to attempt to save the tree through straightening and bracing, if the cost of repair is less than the removal and disposal. A tree is deemed hazardous and eligible for removal if:

- The tree is an immediate threat to public health and safety or improved property
- It has a DBH of 6" or greater when measured 4.5 feet above ground level

AND one or more of these criteria:

- 50% or more of the crown is damaged or destroyed
- A split trunk or broken branches that expose the heart wood
- Fallen, leaning or uprooted within a public use area
- Leaning at an angle greater then 30 degrees

After a tree has been deemed eligible and scheduled for removal, TFR tree crews will discuss a tree specific removal plan to ensure a safe, proper felling operation, considering:

- Surrounding area for anything that may cause trouble when the tree falls
- The shape of the tree, the lean of the tree and decayed or weak spots



- Wind force and direction
- Location of other people
- Electrical hazards

Once the tree crew has identified a tree specific removal plan, the following procedures shall take place:

- The employee shall work from the uphill side whenever possible.
- Prior to felling operations, the work area shall be cleared to permit safe working conditions and an escape route shall be planned.
- Each worker shall be instructed as to exactly what he/she is to do. All workers not directly involved in the operation shall be kept clear of the work area.
- Before starting to cut, the operator shall be sure of his/her footing and must clear away brush, fallen trees, and other materials that might interfere with cutting operations.
- A notch and back cut shall be used in felling trees over 5 inches in diameter measured at breast height (DBH).
- The depth or penetration of the notch shall be about one-third the diameter of the tree. The opening or height of the notch shall be about 2.5 inches for each 1 ft. of the tree's diameter. The back cut shall be made higher (approximately 2 inches) than the base of the notch to prevent kickback.
- The resulting notch shall be flush cut to the ground.

### **Hazardous Limb Removal**

Hazardous limb removal work shall consist of the removal and disposal of storm-damaged limbs that are:

- Imminent and impending peril to the public
- Greater than 2" in diameter at the point of breakage
- Broken and still attached to the tree

The resulting debris will be collected from the grounds and hauled in accordance with normal debris collection standards.

### **Hazardous Stump Removal**

The removal of hazardous stumps is a unique process requiring specialized equipment. As such, this process requires unique documentation and costing to realize full reimbursement, and meet the following criteria:

- 50% or more of the root-ball exposed
- Greater than 24" in diameter, as measured 24" above the ground
- Located on public property or a public ROW
- The removal of the stump requires extraction

Once the diameter is established, pictures are taken, GPS coordinates establishing the location and the specific threat documented, the stump will be physically removed by the best means available. The resulting hole from the stump removal will be backfilled and amount of material needed will be recorded.

## Reduction of Debris

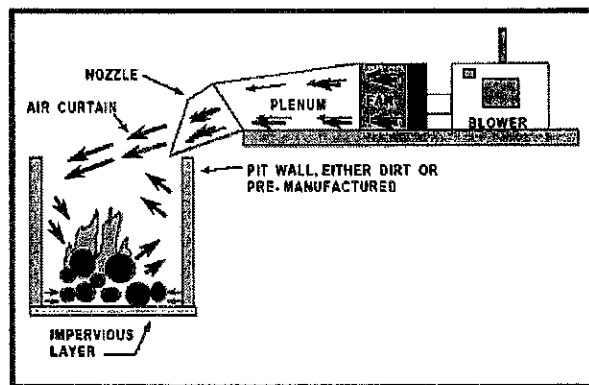
Reduction of debris is normally applied to the vegetative debris such as brush and trees debris, which is also referred to as "burnable debris". However, the reduction process can also be applied to some items that are considered non-burnable or construction and demolition debris. This would include such items as household furniture, construction materials such as roofing, treated timber. This process is applied for the purpose of reducing the volume of the material that is being landfilled. The economic evaluation of weighing the reduction cost against the unreduced landfill cost will be a factor in determining the feasibility of this approach. The most common methods of reduction are burning, chipping and grinding, compacting and recycling. Recycling is covered in the various sections as appropriate.

## Incineration

There are two general classifications of the burning method, open burn and air curtain incineration.

Open Burning: Open burning, although very cost effective, may not be suitable for urban areas. The feasibility of this method is very dependent on location and the cleanliness of the debris. Many areas and locations will not permit open burn particularly in urban environments where heavy smoke can create health and property damage concerns. However, in rural locations, if the debris is clean, there is very little environmental impact and the resulting ash can remain on the site or be used as a soil additive. Bulldozers and loaders are the primary equipment required to operate an open burn process.

Air Curtain Incineration: Air curtain incineration is also a very cost-effective method of reducing clean, vegetative debris but with less environmental impact than the open burning method. Air curtain incineration, incorporates the use of a "burn pit" aided by a forced air blower. The pit can be constructed below or above grade (depending on water table) and includes a mechanical blower to create constant optimal burn rates and an "air curtain" effect. The air curtain incineration system is a combination of the blower and pit, engineered as a unit to achieve the effect of holding the smoke while feeding air to the fire pit. Since differing site locations contain differing conditions, such as soil composition, water table levels, etc. there are no air curtain incineration systems standards in the industry. In the construction and operation of an efficient air curtain incineration system, special consideration must be given to the following factors:



- A set back of at least 100 feet between debris piles and the burn area with a minimum setback from buildings and structure of at least 1,000 feet.



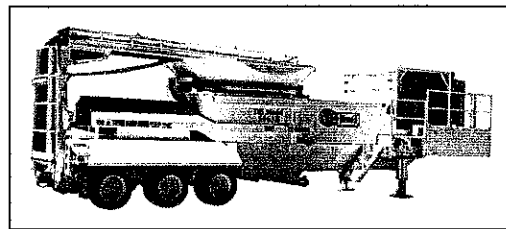
- Construction of non-combustible “warning” stop blocks (at least 1 foot in height) for equipment located at the burn pit
- Use limestone (or equal material) for the construction of the “pit” with reinforced earth anchors, or wire mesh to support the loader ramps.
- Use clay or limestone to create an impervious layer on the bottom of the pit to prevent leaching of the ash from the aquifer. This layer shall be at least 1-foot deep and will be regularly inspected and maintained at that depth in the event scraper activity removes part of the layer during operations.
- Seal the pit ends at least four feet high.
- Pit construction (in accordance with this solicitation) shall be 8-9 feet wide, and 14 feet deep.
- A 12” dirt seal will be placed on the lip of the burn pit area to seal the lower nozzle.
- The blower will be configured to direct the airflow to strike the wall of the pit 2 feet below the edge. Operators will be instructed that the debris should not break the path of the airflow except during dumping.
- Equipment used will be tested and adjusted to assure that a minimum nozzle velocity of 8,800 ft/min (100 mph) and a volume of 900 cf/min/linear feet is produced during burn operations.
- The length of the pit shall be no longer than the length of the blower nozzle.
- The operators shall be instructed to load the pit uniformly along its length.
- Operators will also be instructed to extinguish the fire at least 2 hours before removing the ash.
- Water trucks will be used to dampen ash residue as well as areas surrounding the burn site.

### **Chipping/Grinding**

Reduction of debris by chipping and/or grinding is an opportunity to recycle the vegetative debris back to an economically beneficial use. However, the overall economic impact of chipping/grinding compared to burning will have to be reviewed before a determination can be made.

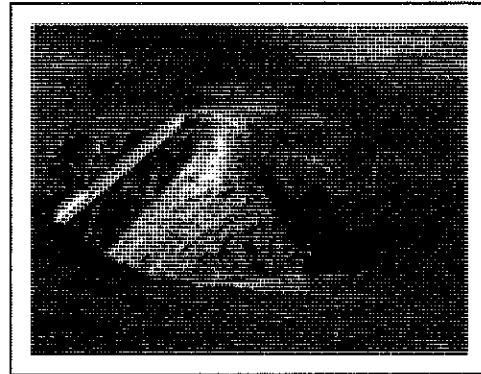
Grinding/Chipping is the reduction of woody, vegetative debris by cutting and pounding the debris to reduce the woody materials into small pieces or “chips” This method normally produces a reduction of between 3 to 1 and 5 to 1, whereas burning reduces the debris by approximately 95%. However, wood chips have the possibility to be recycled and used as mulch, fuel, ground cover and animal bedding to name a few. The availability to recycle the chips would be a significant factor in determining the economic value of chipping/grinding. In the construction and operation of a chipping/grinding reduction operation, special consideration is given to the following factors:

- Grinding machines must have a clearance of 300 feet. Warning signs must be stationed around the perimeter of the grinding equipment, warning of possible flying objects from the grinders.





- The grinding machines must have screens, which produce chips not exceeding 4 inches in length and ½ inch in diameter.
- Liners shall be placed underneath grinders, and other stationary equipment, as a preventative measure against possible leaks or spills exposing the soil and groundwater to contaminants.
- Debris must be sorted and clean of other contaminants such as metals.
- Operators must wear hard hats even in closed cab machines while operating.
- Root Rake loaders are used to avoid contaminating the debris entering the grinder with dirt or sand.
- With a grinding capacity of approximately 800 CYD in an hour, debris hauled into the DMS site can be reduced and recycled while other debris is coming in making room for more debris and not requiring as much land mass for the site.
- Ground debris or mulch shall be stored onside in piles no higher than 15 feet. Such piles shall not remain on site for longer than seven (7) days and haul out procedures shall be put in place to ensure the continued turnover of the material. Ground debris or mulch, is monitored daily for heat and internal combustion.



### **Segregation of Debris**

Before material is brought into the DMS, all preparations for the site as outlined previously will be substantially completed. The DMS will have staging areas for each category of debris brought into the site. All debris will pass by the inspection tower after entering the site and all loads will be inspected.

Although every effort will be made to segregate debris on the right-of-way before loading, debris materials still become mixed and some loads are so co-mingled that they are classified as mixed debris loads. These loads will be directed to the area defined on the site plan as the "mixed debris" pile. This material will be sorted and separated by machines with grapples and "thumbs" and by hand labor and placed into the C&D, Vegetative, HHW, White Goods, and Metal Piles.

C&D Debris is non-burnable, non-recyclable debris that will eventually be delivered to a landfill. Samples of this type of debris include mattresses, clothing, household garbage, concrete, asphalt, metals, plastics, manufactured furniture, building components, etc. Parts of this material, if well separated, can be reduced by grinding before landfill, so as to reduce the cost of hauling and tipping fees (if charged by volume). Other parts, such as metal can be recycled if well separated and cleaned.

Vegetative Debris is burnable debris and can be reduced by either incineration or by chipping/grinding. If reduced by incineration, the estimated reduction rate is 95% and leaves the ash residue to be hauled off and disposed. If reduced by chipping/grinding, the reduction rate is estimated at only 60%-75%, however, the by-product, mulch, can be recycled. The





vegetative debris may become mixed with earth materials such as dirt, gravel, rock, or sand during the disaster. Root rakes are employed to shake and separate the brush and vegetative debris before it is reduced. Sometimes shaker screens or trommels are necessary to separate the earthen debris before reducing.

Household Hazardous Waste (HHW) is debris such as household chemicals, pesticides, unidentified liquids, paint, batteries, etc. As mentioned earlier, the primary goal is to separate this material on the curbside and pick it up separately by a designated HHW crew. These items are then delivered to the collection points designated by a Client Debris Manager. However, if HHW inadvertently becomes co-mingled with other debris and enters the site, it is separated from the other debris and placed into a Hazardous Containment area on the site for further disposal by those licensed to handle and dispose of this type of debris.

White Goods refers to items such as refrigerators, air conditioners, freezers, etc. which may contain chemicals or fluids such as Freon or oil, which must be remediated by someone with the appropriate license and certifications to do so. These items should be separated at curbside and delivered to the collection points designated by a Client Debris Manager. If they are brought to the site for temporary storage, they will be contained in a separate staging area so that they may be inspected and properly cleaned of all chemicals or fluids.

Metals will be separated at the curbside and delivered to a separate staging area at the DMS unless directed otherwise by a client Debris Manager. These items may be recycled.

*During the operation of a DMS Site, special attention is afforded to the following areas:*

- Site Safety: The Operations Manager and the Site Project Manager will conduct a Pre-Operations Site Safety meeting prior to the beginning of operations of the debris reduction site. Items to be included in the Safety meeting will be:
  - An overall review of the Site Plan and directions as to the location of all temporary structures, the planned traffic flow, location of first aid stations, eye wash stations, fire extinguishers and location of sign with postings of emergency numbers.
  - The first Weekly Safety Meeting will be held and all information as outlined in the Company Safety and Occupational Health Plan will be covered.
  - The Activity Hazard Analysis for each operations activity will be reviewed and discussed.
  - A communication path between the site management and site personnel will be established in the event of an emergency so that an orderly and efficient means is established to mitigate the event.
- Dust Control: TFR provides water trucks, which do routine trips throughout the site during the operations, keeping dry roads dampened for minimizing the dust count. Water trucks are also used to dampen ash residue when removed from burn pit to ash pit. Attention is given to normal wind direction when layout of the site is prepared.
- Hazardous Materials Containment Area: The Site Manager will regularly inspect the Hazardous Materials Containment area for any cuts, tears or leaks in the protective membrane that lines the containment area. The Manager will also inspect the berm surrounding the area to assure proper site runoff is still intact.



- Roadways: Traffic will be designed as to allow the flow of incoming and outgoing debris trucks to avoid congestion. Safety, and directional signs will be posted throughout the site along with flagmen to assist and control traffic flow as well as for safety reasons. Road surfaces will be rock-laid for easier maintenance and to protect from erosion. Private, non-operation-related traffic will be prohibited from the site.
- Communication: Operators and flagmen are equipped with two-way radios on the same frequency as the office base radio unit so that communications will be readily accessible throughout the site.

### **Disposal**

Disposal sites for the debris will be determined before operations begin. This submittal encompasses the possibility that a permanent or final debris resting-place may not be immediately available in the beginning of operations, and we have therefore included the general operations of a Temporary Debris Storage and Reduction (DMS) site in this proposal.

Disposal of debris is the operation of placing debris in its final resting place such as a licensed, permitted permanent landfill or as expressed above, at a DMS site. This operation includes the use of hauling equipment. In the Hauling and Dumping operations, special consideration is given to the following:

- All loading and hauling crews are under the direction of a TFR supervisor. Daily reports are maintained by the Crew Foreman, and all equipment down time for repairs are noted on the daily reports. Hours of each piece of equipment and each employee are recorded and reconciled with a Client Representative, daily.
- Qualification of all operators/drivers is reviewed and determined before being allowed to haul materials.
- All insurance documents and copies of driver's licenses are on file in the field office before beginning operations.
- The safety orientation meeting is held by the Load and Haul Project Manager before operations begin.
- Equipment is inspected, and a record of the inspection is retained on file in the field office before operations begin.
- Operators/drivers are versed on the dumpsite procedures before leaving the loading site.
- All truck operators will be instructed to observe traffic regulations and follow the instructions of the flag persons.
- All operators will report to the weigh station/inspection tower and deliver their "load ticket" to the QC operator (or government inspector) for inspection and approval before proceeding to dump his/her debris.
- The designated dumpsite operator will direct each truck operator as to where to dump each load at the dumpsite location.
- Each truck operator will inspect his truck and tailgate after the dumping process is completed to assure that it is secure before leaving the dump area.



- Truck operators will follow the designed traffic flow when leaving the dump and return to the designated loading area.

### **Haul Out Procedures**

Hauling Out of debris is the operation of hauling reduced debris from a DMS to a final resting place at a designated destination to be used in any number of capacities such as ground cover, bio-fuel and fertilizer. This operation includes the use of hauling equipment. In the Hauling Out operations, special consideration is given to the following:

- All hauling crews are under the direction of a TFR supervisor. Daily reports are maintained by the DMS foreman, and all equipment down time for repairs are noted on the daily reports. Hours of each piece of equipment and each employee are recorded and reconciled with a Client Representative, daily.
- Qualification of all operators/drivers is reviewed and determined before being allowed to haul materials.
- All insurance documents and copies of driver's licenses are on file in the field office before beginning operations.
- The Load and Haul Project Manager hold the safety orientation meeting before operations begin.
- Equipment is inspected, and a record of the inspection is retained on file in the field office before operations begin.
- Operators/drivers are versed on the dumpsite procedures before beginning loading activities and hauling reduced debris out of the DMS site.
- Trucks are loaded by rubber-tired backhoes, or excavator, utilizing a mulch ramp constructed approximately twelve (12) feet high, eight (8) feet wide and at a grade, not to exceed, thirty-five (35) degrees. This shall be determined at the site depending on topography and availability. No individuals will be allowed on the structure unless otherwise instructed to do so by the DMS Manager and/or assessing the overall safety of the structure.
- Each truck operator shall inspect his/her truck before proceeding to the inspection tower to ensure the load is filled and all items are secured and covered by a tarp or other covering preventing chips from being blown from the bed.
- All truck operators will be instructed to observe traffic regulations and follow the instructions of the flag persons.
- All operators will report to the weigh station/inspection tower and deliver their "load ticket" to the QC operator (or government inspector) for inspection and approval before proceeding to leave the dump to its destination.
- Truck operators will follow the designed traffic flow when leaving the dump and return to the designated loading area.

### **White Goods, E-Waste, and Putrefied Foods**

White Goods refers to items such as refrigerators, air conditioners, freezers, etc. which may contain chemicals or fluids such as Freon or oil, which must be remediated by someone with the appropriate license and certifications to do so. These items will be separated at curbside and will be delivered to the DMS collection point. At the DMS we will contain Dirty White Goods separate from White Goods and they will be inspected and properly cleaned of all



chemicals or fluids or removed by professionals certified and licensed to dispose of them. TFR shall submit a Dirty White Goods Operations, Cleaning and Disposal Plan prior to beginning site operations.

Upon award of a contract, a Hazmat removal team will be assigned to oversee the curbside removal and HHW removal at the DMS site and, if given a contract for ROE, precede the demolition team. The Hazmat team will remove all HHW and White Goods to the curbside, separated, before haul off, or demolition begins. This team will document on a daily reporting form, the type and quantity of HHW and White goods at the pick-up location.

- Refrigerants with putrescible wastes will be sealed by taping closed so as not to have accidental openings and spillage while in transit to disposal site.
- The separated HHW and White Goods will be transported by separate container from the demolition site to the DMS.
- Any HHW that may inadvertently become mixed with truckloads shall be separated at the DMS site and stored in the HHW area for removal by the HHW crew.
- Automobiles will be removed to a separate temporary storage area where they will be held for recycling.
- Loose tires located at curbside will be kept separate and removed by the HHW crew.
- Extra caution will be applied to the handling of dirty white goods that still contain putrescible wastes, such as sealed freezers, refrigerators, coolers and iceboxes. Putrescible waste is solid waste that contains organic matter capable of being decomposed by microorganisms and of such a character and proportion as to cause obnoxious odors and to can attract or providing food for birds or animals. Improper handling of putrescible waste could lead to odor issues that make siting and operating a DMS difficult. There are also numerous potential employee health and safety issues related to the removal and disposal of putrescible wastes. These White Goods shall be delivered to a landfill certified to handle Municipal Solid Waste.
- White goods may also have refrigerants (Freon and Freon replacements), and often plastics and motors and sometimes other electronic components that need to be removed before recycling. Refrigerant removal must be done by trained and qualified personnel and can potentially lead to spills of regulated chemicals. Only certified, experienced and trained personnel will be used for these critical tasks to minimize risk and maximize efficiency.
- All waste removal, cleaning and handling will be managed to minimize potential exposure of workers and others to waste and minimize generation of odors.
- Procedures such as proper sealing of refrigerants and containers will be in place to control vector exposure, attraction of wildlife and minimize volume expansion through addition of water to the waste stream.

### **Vehicles and Vessels**

Abandoned Vehicles and Vessels will be removed and taken to a temporary staging/storage area. It is anticipated that the State Government's Department of Transportation or Department of Motor Vehicles will be the project manager for title of ownership issues related to any vehicle recovery and recycling project associated with the disaster response.



Vehicles and vessels brought to the staging areas will be inventoried by license plate, make, model, color and vehicle identification number. They shall be staged and site tagged for easy retrieval.

For a vehicle or a vessel to be deemed eligible it must:

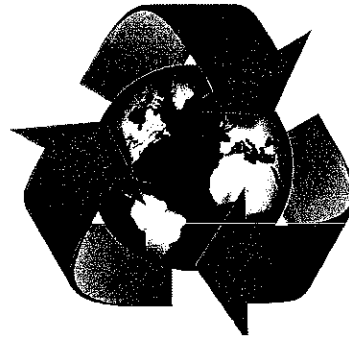
- Present a hazard or immediate threat that blocks ingress/egress in a public-use area
- Ownership is undetermined
- The applicant followed all local ordinances and State laws by securing ownership
- The applicant verified chain of custody, transport, and disposal of the vehicle or vessel

### **Disaster Debris Recycling**

TFR is a green industry company. The principals of TFR are proponents of recycling whenever possible and many members of management are LEED Certified. As such, TFR utilizes tub grinders, slow speed shredder, trommels, loaders, and excavators which are used to sort, separate, and reduce vegetative debris to reusable mulch, dirt, metals, and other construction products. Following each disaster event, TFR will make every effort to locate a reusable purpose for this material such as bedding material for plants, ground cover for parks, animal bedding, and reusable energy sources as boiler fuel for co-generation plants or production mills. In addition to the vegetative recycling, every effort is made to keep the metals segregated and clean so that the Ferris and non-Ferris metals can be recycled. In cases of large quantities of mixed debris, a system of separation using a trommel, air curtain burner, picking line conveyor and tub grinder, can be used which will allow the paper and plastic to be separated, and the clean dirt, rock & concrete, Ferris metals, non-Ferris metals and clean vegetative debris sorted and piled for recycling.

Sources will be sought for the following recyclable material:

- Asphalt
- C&D
- Concrete/Aggregate
- Dirt
- E-Waste
- Metals
- Roofing Materials
- White Goods
- Mulch
- Tires



TFR has vast experience employing recycling activities and maintains established relationships with recycling firms to accept various types of debris. While completing debris reduction of 2,000,000 CYD for the City of Tulsa, TFR loaded the chips on railcars and shipped the excess reduced debris to a Company-owned mulching facility in Leander, Texas. Alternative methods of disposal exist and are well documented by TFR. During Hurricane Ike, storm-generated debris from Polk County was hauled and burned at a local



paper mill in Orange County, Texas. This strict commitment to recycling of storm-generated debris has benefited both client and TFR.

### **Emergency Response and Deployment Plan – Project Closeout**

At the cessation of DMS operations, all sites will be restored to the satisfaction of our client's representatives/owner with the intent of maintaining the utility of each site, leaving it unencumbered for future use and to safeguard the environment. Soil and water samples will be taken and compared to pre-work samples to ensure that TFR operations have not negatively affected the environment. Other factors that are considered during the remediation process are:

- All pre-existing grades including roads, ditches, etc. will be restored to the satisfaction of the customer prior to final closure of each site.
- Areas where soils were excavated (e.g., ditches and retention ponds) or stockpiled (e.g., berms) will also be restored to pre-existing grade prior to vacating each site.
- Pre-construction drainage patterns will also be restored, as well as all improvements (e.g., trailers, wells, fencing, construction entrances and built up aggregate haul roads) will be removed from each DMS unless otherwise instructed by our client's representative.

Upon completion of the above remediation tasks, TFR will photo-document site conditions using both video camera and still photographs. As done with the water and soil samples, the post-work photos will be compared to pre-work photos to ensure that the site was remediated to original condition.

### **Subcontracting Plan**

TFR is uniquely positioned within the debris removal industry as one of the premier companies maintaining an extensive fleet of machinery utilized in debris removal, reduction and management efforts to fully operate independently. To accommodate your debris project needs, TFR provides access to 140 pieces of equipment including, but not limited to, sixteen (16) self-loaders with trailers, eight (8) Diamond Z Tub Grinders, as well as heavy haulers, excavators and five (5) mobile command units maintaining electronic access to manage entire projects. This extensive list would be insufficient without the pairing of our in-house maintenance crew. These individuals ensure that key equipment necessary for fluid; efficient operations shall never hamper the ongoing project and impact TFR's project timeline to the client. TFR's maintenance crew augments the daily responsibilities of our employees and subcontractors by fulfilling all duties to the client to secure the vitality of our equipment and the project.

With the large fleet of equipment and the necessary logistical support, TFR is fully capable of quickly and efficiently responding independently with a substantial workforce of equipment and personnel to an effected community almost immediately. However, this independence does not secure the necessary goals strictly outlined and routinely reinforced by upper management in response to our service-minded attitudes. TFR firmly believes that our business cannot be sustained and grow without the strong, positive working relationship with our clients, suppliers and our countless subcontractors. This service-minded attitude





drives the business and fortifies the strong relationships TFR maintains with our subcontractors. Therefore, such relationships maintained with small business, minority-owned, and numerous other companies allow TFR to fulfill the requirements that may be mandated by the client's Representatives and other Government Agencies. In the past, TFR has employed as many as 250 subcontractors during a single event and maintains a data base of 300+ experienced, previously employed and approved debris removal subcontractors throughout the United States.

### **Local Subcontracting Procedures**

At TFR, we firmly believe that local contractors provide the most cost-effective measure to complete the contract requirements while aiding the local economy after the impact of a disaster. TFR plans to utilize local subcontractors to the extent at which they are available and properly licensed. TFR shall exhaust all avenues to obtain qualified local subcontractors to meet the needs of the community while infusing the local economy with needed revenue. As such, TFR is committed to identifying the local subcontractors qualified and prepared to support the community on the path to recovery. TFR plans to solicit and establish local subcontractors through the following plan:

TFR Enterprises' principals and managers have always exercised a policy of recruiting subcontractors in the affected work area. This practice is considered good business because of the advantages received by contracting with local companies residing in the affected area. There are a number of factors that contribute to the overall effectiveness of local subcontractors: (1) familiarity with the areas to be worked, (2) knowledge of the most efficient traffic patterns, (3) information on local suppliers for parts, equipment repairs, etc., (4) reduction in end project costs as local subcontractors do not require housing and travel cost, per diem, etc. These factors reduce the cost of the project to the client while allowing the county to retain large portions of the money in the hands of its constituency. With these reasons in mind, TFR is committed to fulfilling the requirements of the client by implementing the *Local Subcontracting Plan* listed below:

1. Establish a local telephone line so that it may be contacted easier than calling to long-distance cell phone numbers.
2. The Company will post signs and telephone numbers at the entrance to its work site and at its field office.
3. Subcontracting opportunities are advertised by local newspaper.
4. During the search for subcontractors following an award, the company's Chief Operating Officer will contact the Small Business Administration office in the work area and access the Procurement Marketing and Access Network, National Minority Purchasing Council Vendor Information Service and the Research and Information Division of the Minority Business Development Agency in the Department of Commerce.
5. The local Veteran's Administration is contacted upon the company's assignment of a task order, and alerted as to the type of products and service the contract requires, and the company's local telephone number and address is registered with them, not only for subcontracting, but for short-term employment opportunities



6. State and local trade agencies will be contacted, such as the Association of General Contractors (AGC) for example. They oftentimes maintain databases sorted by business classification and status and can provide a resource of small businesses in the area.
7. The Chamber of Commerce in the affected area will be contacted and asked to provide a listing of any (a) trade associations, (b) business development organizations and (c) HUBZone concerns.

Contacts arising from these inquiries are followed up with calls to local subcontractors requesting detailed information leading to their qualification for work. With such action, TFR shall exhaust all avenues to identify, qualify and employ any local subcontractor. When local subcontractors are unavailable, outside sources may be contacted to achieve the desired mobilization goals, in accordance with our pre-qualified list of subcontractors.

### **Disadvantaged Business Enterprise (DBE) Utilization**

During the past two (2) decades, TFR has actively promoted the participation of small and disadvantaged businesses in the performance of disaster-related debris removal projects. Born from a small tree service company in 1954, TFR was a long time small business enabled firm working in Memphis, Tennessee. Renamed TFR and incorporated in 1989, owner, Tipton Rowland, considers this sector of the industry to be a vital and reliable source of debris management resources recalling his days as a small business owner himself. As such, TFR executives are directly involved in the achievement of small and disadvantaged business plans and goals by project.

### **Good Faith Effort**

TFR is continually working to achieve higher goals for qualified small and disadvantaged business subcontractors. For the purposes of this proposal, TFR will strive to meet or exceed the expectations of the work under the contract to small and/or disadvantaged businesses.

### **Subcontractor Management**

TFR manages subcontracts through a five-step process:

1. Selection of most appropriate subcontractors. This is done through balancing geography and capability. Local subcontractors are almost always more cost effective as they go home at night to sleep and eat. They also have local resources for materials, supplies and equipment repairs, and thus, are preferred.
2. The issuing of the formal subcontract establishes contract compliance requirements, formalizes expectations, and provides an established, impartial mechanism for quick resolution of disputes as they arise.
3. Production is tracked, and expectations are communicated daily.
4. Daily active Quality Control results in immediate identification and correction of problems.
5. QC and other reporting gets rolled up regularly into contract compliance and reporting, such as small business subcontracting plans.



TFR's Subcontractor Management Plan and approach is focused on three main performance evaluation criteria:

- Production, Safety, and Quality Control

**Production:**

*Ready* means that the subcontractors have completed appropriate administrative actions, have their equipment and personnel on site and in condition to work, and they know the tasks they are expected to perform. Prior to NTP, the subcontractors identified, selected and are notified by the Operations Manager. Priorities are based upon a review the database of all experienced subcontractors. The priority list for subcontracts is grouped into our known, experienced subcontractors, and augmented by the capabilities of the local subcontractors.

Upon receiving notice to proceed from the contracting agency or at the discretion of the Operations Manager, we will notify subcontractors on stand-by to execute mobilization plans and their personnel and provide us with a firm arrival ready-to-work time. Additionally, TFR personnel will also review the equipment and personnel requirements and compare with equipment already on hand to determine the additional equipment and personnel to be mobilized. This will first come from the Company-owned available list, then subcontractors immediately available list, comprised of our known, experienced subcontractors and local contractors, and equipment supplier's list.

*Working effectively* means good communications of expectations and regular optimization. There will be daily formal and informal communications between the Project Managers and the subcontractor's superintendents. At the start of each day, the geographic area assigned will be reviewed and verified, along with any known hindrances to free-flowing operations. Also, covered will be production expectations, other difficulties expected, and the performance of previous period (usually the previous day). In addition to this start up communication, the subcontractors will have the chance to review and comment on the previous QC report, noting key items like production reported, equipment and personnel readiness and actions and variances. Each day (or other period depending on project requirements) subcontractors will get the chance to communicate and "buy-in" to the immediate operations plan.

*Quality* means the satisfactory completion of debris removal from given sectors in accordance with the Scope of Work and approved by both the client Representative and TFR's QC personnel. Continually checked and verified by our QC personnel and documented in QC reports, subcontractors shall remove all debris, with exceptions for C&D, HHW, etc., in each sector before moving to the next loading site. TFR closely monitors subcontractors to ensure the quality of the end service to the client Under no circumstances shall the subcontractor only collect large, "easy" debris; and more so, these unacceptable deficiencies are noted in the subcontractors file with repeat offender's subject to termination.

*Note:* No employees or subcontractors of TFR will be allowed to work for private or other public entities while employed or contracted under this project.



## **Subcontractor Safety**

Safety is considered a condition of employment and is the responsibility of all associated with TFR, whether in the capacity of employee or subcontractor. All subcontract agreements are subject to this Safety and Occupational Health Policy as a condition of the contract agreement.

The following procedures will be administered to assure that all subcontractor activities are fully integrated into the project safety plan and job hazards analysis. When subcontractors first report to the job site and prior to beginning work, the project manager shall review with the subcontractor safety representative the contractual obligation to safety and the project safety rules that subcontractor employees are required to follow.

1. Review the Corporate Accident Prevention Plan and stress all the applicable requirements and procedures.
2. Review the specific Company safety rules and regulations.
3. Review hazardous work conditions presented by the physical assessment of the project.
4. Instruct their safety representative that they are to attend a monthly safety meeting.
5. It must be firmly established that all subcontractors' employees must be abide by the applicable OSHA regulations.

## **Subcontractor Quality Control Program**

The purpose of this Quality Control Program is for TFR to establish a quality control system to perform sufficient inspection and tests of all items of work, including that of our subcontractors, to ensure conformance to applicable specifications and drawings with respect to the production, quantities, field activities, materials, workmanship, construction, finish, functional performance, and identification.

During work on this contract the quality control personnel will perform the required inspections on the subcontractor's work. The Quality Control Officer is responsible for the direct supervision of all superintendents and subcontractors to ensure that the work is being performed according to the Scope of Work and TFR's Quality Control Program. Additionally, the TFR Quality Control Officer shall prepare, sign and submit to the Edinburg Representative a Daily Quality Control Report. This will include identification of Subcontractor QC actions. Subcontractor actions subject to QC verification and reporting, include, at a minimum:

- Summary of safety issues
- Infrastructure damage
- Total numbers of trucks loaded
- Equipment and plant hours worked and idled or down
- Testing performed and by whom
- Loads and quantities hauled to TDSRS
- Quantity of debris reduced (if applicable)
- Number of subcontractor personnel working



- Contract non-compliance issues
- All corrective actions

In the event of notice of a violation as a result of the actions of any employee or subcontractor, the Operations Manager will take immediate corrective action and follow up on the enforcement of such action and so notate in his daily log record. Additional quality control measures will be discussed later in the Quality Control Section.

### **Multiple Delivery Orders in Multiple Locations**

In general, the company management approach applied to multiple projects being performed simultaneously is:

- Each Task Order has its own Task Order Superintendent assigned.
- Task Order Superintendents have the authority to commit the company
- All Task Order Superintendents report to the Operations Manager
- Depending on scope of work and size of contract:
  - A Project manager will be assigned to each phase of the debris removal/management operations, (i.e., Load & Haul Manager, TDSRS Manager)
  - Each Project manager will report daily to the Task Order Superintendent
  - Each crew will be under the direction of a Crew Foreman who will report to the Project manager
  - Crew foremen will be responsible for maintaining daily reports and overseeing the crew operations
- Each Project manager will:
  - Provide daily work assignments to each crew foreman
  - Perform daily reviews with the Task Order Superintendent of work performed, time schedules, performance targets and work assignments for the following day

### **Managing Multiple Subcontractors on Multiple Task Orders**

If awarded multiple task orders in different geographical areas, TFR will assign a separate Project Manager for each region to oversee TFR operations and subcontractors. Subcontracting agreements will be often executed in the field and copies of all agreements along with necessary, tax, insurance and license information will be available for review and approval by client Representatives. As in all projects, it remains absolute condition precedence; all subcontractors will be under the direction of a TFR Supervisor.

Each superintendent will establish a field office located within the area of the assigned Task Order. The Superintendent for each task order will have the authority to hire subcontractors and additional field personnel when necessary. All field office personnel will have electronic linkage with the capability of communicating and sending information and daily records to the home office. Daily ticket recording, and recordkeeping will be conducted and maintained in the field. Should the quantity of work warrant enhanced capabilities for the region and at the discretion of the Superintendent, TFR shall dispatch additional mobile command units where necessary. Reconciled information for subcontractors and a client Representative will be sent to the home office weekly and billings and subcontractor payments as well as local



employees, vendors and suppliers will be recorded posted, and checks written on National Banks from the home office. Checks for payments will be processed weekly and sent to the field office by either courier or public carrier (such as Federal Express or UPS) for disbursement.

Task Order Superintendents will appoint Load & Haul Crew Managers, Hazardous Tree Trimming and Removal Managers, TDSR Site Managers and Demolition and ROE Managers (as needed per task order).

Each Task Order Superintendent shall have the authority to commit the Corporation, and resources of TFR including signing contracts and modifications. They shall also have the authority to provide administrative and financial resources, equipment and personnel in support of the project. Their authority will include supporting and investing authority and oversight to Project Managers and Supervisors, Safety Officer, Quality Control Officer, Environmental Officer, and Health and Safety Officer.

The Task Order Superintendent is responsible for day-to-day operations, including waste stream documentation, daily reporting/progress and planning requirements, communications with client Representatives, enforcement of Scope of Work, and oversight of Load and Haul and TDSRS Managers. They report to the Operations Manager and the on-site client Representative and act as liaison between the Company personnel and the on-site client Representative.

Subcontracting agreements will be often executed in the field and copies of all agreements along with necessary, tax, insurance and license information will be available for review and approval by client Representatives. As in all projects as it remains absolute condition precedence; all subcontractors will be under the direction of a TFR Supervisor.

**TFR's Safety Overview**

The safety and health of our employees continues to be the first consideration in the operation of our business. TFR Enterprises, Inc., and its' principals are committed to maintaining a safe and healthy work place for each employee by providing guidelines for safe practices and accident prevention. Safety is considered a condition of employment and is the responsibility of all associated with TFR Enterprises, Inc. whether in the capacity of employee or subcontractor. As a condition of employment, each employee is expected to use safe work practices and identify all unsafe conditions immediately. All employees are required to report any violations, unsafe conditions or known safety hazards to their immediate supervisors at once.



All subcontract agreements are subject to the Company's Safety and Occupational Health Policy as a condition of the contract agreement. To ensure compliance, the Safety Officer is





empowered with the authority to take such actions necessary to protect life, health, and safety and to protect the environment, as they deem necessary. This authority shall be irrevocable and shall include, but is not limited to, the power to unilaterally alter, suspend and/or halt any operation or portion thereof that endangers or potentially endangers life, health and safety or threatens the protection of the environment. The Safety Officer will report to the Operations Manager and to the Chief Executive Officer of the corporation.

A copy of the Company's Safety and Occupational Health Policy and its related Accident Prevention Plan was not included with this proposal because of its length but will be supplied upon contract execution. Policies covered in both plans are as followed:

- Management Safety Responsibilities
- Safety Coordinator & Supervisor Responsibilities
- Employee Safety Responsibilities
- Quarterly Accident/Injury Analysis
- Record Keeping
- Safety Education and Training
- Alcohol and Controlled Substances and Inhalants Policy
- Proper Lifting Policies
- Emergency Evacuation Procedures
- Accident Reporting Procedures
- Vehicle Safety Rules
- Safety Audits/Inspections
- Accident/Incident Investigation
- Employee Return to Work Process

### TFR's Quality Control Overview

The purpose of our Quality Control Plan is for TFR to establish a quality control system to perform sufficient inspections and tests of all items of work, including that of our subcontractors, to insure conformance to applicable specifications and drawings with respect to the production, quantities, field activities, materials, workmanship, construction, finish, functional performance, and identification. This control will be established for all activities except where the special provisions and the technical provisions of the contract provide for specific government control by inspections, test, or other means.



The TFR control system will specifically include the surveillance and tests required in the technical provisions of the contract specifications. Both on site and off site fabrication will be controlled and keyed to the proposed construction sequence. The personnel assigned to the Quality Control Section will also be charged with the responsibility of policing TFR's approved safety program as required by the Accident Prevention Plan of the contract specifications.



The Quality Control Plan will include at least three phases of inspection for all technical provisions of the specifications as follows:

### **Preparatory Inspection:**

1. This inspection is to be performed prior to beginning any work on a section of the technical provisions of the specifications.
2. The inspection will include a review of contract requirements; a check to assure that all materials and/or equipment have been tested, submitted, and approved.
3. Check to assure that provisions have been made to provide required control testing.
4. Examination of the work area to ascertain that all preliminary work has been completed.
5. A physical examination of materials and equipment to assure that they conform to approved shop drawings or submittal data and that all materials, certificates, and other submittal data prior to submission to the contracting officer.
6. Each submittal offered to the contracting officer for approval will bear the date and signature of a member of TFR's Quality Control organization indicating that he has reviewed the submittal and found it to be acceptable (or showing the required changes).
7. Review of the appropriate Activity Hazard Analysis to assure safety requirements are met.
8. Discussion of procedures for controlling quality of the work including repetitive deficiencies. Document construction tolerances and workmanship standards for that feature of work.
9. Check to ensure that a client Representative has accepted the plan for the work to be performed.

### **Initial Inspection:**

An initial inspection will be performed as soon as representative segment of the particular item of work has been accomplished and to include examination of the quality of workmanship and a review of control testing for compliance with contract requirements, use of defective or damaged materials, omissions, and dimensional requirements. This phase shall be accomplished at the beginning of a definable feature of work. The following shall be accomplished:

1. A check of work to ensure that it is in full compliance with contract requirements. Review minutes of the preparatory meeting.
2. Verify adequacy of controls to ensure full contract compliance. Verify required control inspection and testing.
3. Establish level of workmanship and verify that it meets minimum acceptable workmanship standards.
4. Resolve all differences.
5. Check safety to include compliance with an upgrading of the safety plan and activity hazard analysis. Review the activity analysis with each worker.
6. Notify an Edinburg Representative at least 24 hours in advance of the beginning of the initial phase. Separate minutes of this phase shall be prepared by the CQC



DISASTER RESPONSE DIVISION

System Manager and attached to the daily CQC report. Exact location of initial phase shall be indicated for future reference and comparison with follow-up phases.

7. The initial phase will be repeated for each new crew to work onsite, or at any time acceptable specified quality standards are not being met.

**Follow Up Inspections:**

Follow-up inspections will be performed daily or as frequently as necessary to assure continuing compliance with contract requirements, including control testing, until completion of the segment of work.

Records: TFR will maintain current records of all inspection and test performed on the format detailed, entitled *Quality Control Report*. This form will provide factual evidence of the required inspections or tests involved, results of inspections or tests, nature of defects, causes for rejection, etc., proposed remedial action and corrective actions taken. TFR's records will cover both conforming and defective items and must include a statement that all supplies and materials incorporated in the work are in full compliance with the terms of the contract. Legible copies of these records will be furnished to a client representative daily.

**Site Specific Quality Control Plan**

The site or Contract specific QC Plan must accomplish the complete daily documentation of operations, utilization and production, safety, and variations from normal operations of a debris management operation. It must be in place and approved for use prior to beginning any field operations, including site preparation. It must be in full compliance with contract requirements.

Multiple forms are usually formatted for the Plan, which cover different activities. A summary general Daily form is also usually formatted for the project that is completed by the CQC Officer, and totals of all activities reported on summary forms. Usually, all originals and one set of copies are delivered to a designated representative, and TFR keeps two copies of each form.

**Quality Control Organization**

The duties and specific areas of responsibility of the various members of the Quality Control Organization are as follows:

**Operations Manager:** Advises all supervisory personnel including, but not limited to, Sector superintendents and key foremen assigned to critical areas, of the requirements of the specifications and advises supervisors concerning methods to be used and the degree of workmanship required.

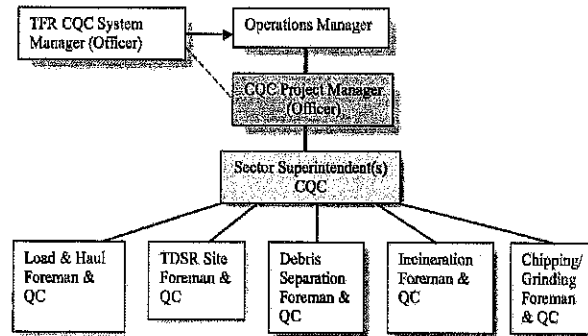


DISASTER RESPONSE DIVISION

**Quality Control Officer:** The Quality Control Officer is responsible for the direct supervision of all superintendents and subcontractor and superintendents to ensure that the work is being performed according to the Contract Plans and Specifications and TFR's Contractor Quality Control Program. He/she will supervise the Quality Control Personnel and advise other job personnel in advance of Quality Control Requirements; submittal material, inspections, etc. of their work. When work does not comply with contract requirements, he will immediately advise the Project Manager and together they will decide what corrective action should be taken. The corrective action taken will be shown in the daily log. The designated Quality Control Supervisor will have full authority in implementing the Quality Control Program and the Safety Program of TFR Enterprises, Inc.

**Quality Control Technician:** Performs inspections as directed by the Quality Control Supervisor and reports any deviations from the contract directly to the Quality Control Supervisor.

A chart, documenting the TFR's Quality Control organizational structure →



### Daily Reporting Procedures

The CQC Plan and the TFR Quality Control Manager shall address the Recording and Reporting requirements with all levels of supervisors and Crew Foremen. Different levels will have different requirements. All final versions of all forms will be approved with the final CQC Plan, including any additional required modifications. This discussion shall include the general procedures set forth below:

- All loading and hauling crews are under the direction of a TFR supervisor.
- Daily reports are maintained by the crew foreman and recoding all equipment down time for repairs on the daily reports.
- Hours, of each piece of equipment and each employee, are recorded and reconciled with our client representative daily.
- Daily Reports shall have daily and year-to-date totals for each piece of equipment/personnel tasked.
- Signatures of both TFR's representative and by a client representative are required on all Daily Reports.

The TFR Quality Control Officer shall prepare, sign and submit to our client representative a Quality Control Summary Sheet. This report at a minimum shall include originals and one copy of all levels of QC reports received and in addition shall include a summary of safety issues, infrastructure damage, total numbers of trucks loaded, equipment and plant hours worked and idled or down, testing performed and by whom, loads and quantities hauled to DMS, quantity of debris reduced, number of subcontractors working, contract non-compliance issues and all corrective actions.



## **Inspection Methods and Procedures**

During work on the contract the Quality Control personnel will perform the required inspections on both the TFR's and subcontractor's work. The staff that performs the Quality Control inspections will be charged with the following duties:

1. Maintain and keep in serviceable condition, all machinery and materials.
2. Take whatever corrective action is necessary to replace or repair deficiencies observed at anytime that affect the operation of machinery and materials.
3. Inspect for compliance with contract requirements.
4. Maintain copies of Inspection Records.

Detailed below are the procedures and methods that will be implemented:

Safety Issues: The role of QC in support of safety is to document that the safety plan provisions are being followed. At each level, the Quality Control Report has appropriate reporting requirements for safety, including worker protection, equipment safety, trimming of loads, flagmen, work zone safety and traffic control. Each level of Quality Control Report for each activity should have a section addressing daily safety meetings, issues and activities.

Debris Eligibility: TFR should be handling only materials authorized by our contract. The CQC Officer shall train the field ROW personnel on these materials classifications, and shall include the general eligibility requirements set forth below:

### **Eligible Debris**

C&D Debris is non-burnable debris and can consist of recyclable as well as non-recyclable debris that will eventually be delivered to a landfill. Samples of this type of debris include, but are not limited to, mattresses, clothing, masonry, concrete, asphalt, metals, plastics, lumber, manufactured furniture, building components, etc.

Vegetative Debris is burnable debris of natural origin such as grass, shrubs, and trees and can be reduced and/or recycled by either incineration or by chipping/grinding.

Household Hazardous Waste (HHW) is debris of a chemical nature and includes such items as household chemicals, pesticides, liquids, paint, batteries, waste oil, waste fuels, antifreeze, spray cans, etc.

White Goods refers to items such as refrigerators, air conditioners, freezers, etc. which may contain chemicals or fluids such as Freon or oil, which must be remediated by someone with the appropriate license and certifications to do so.

Metals, both Ferris and non-Ferris such as copper, aluminum, steel or iron and which may include parts from automobiles, trucks, bicycles, small engines, buildings, small appliances and other items.

### **Ineligible Debris**

Any debris which is not located on the ROW, regardless of category, i.e., C&D, Vegetative, Household Hazardous Waste, White Goods, or Metals is INELIGIBLE DEBRIS. Debris removal from private property is the responsibility of the individual property owner. No TFR crews or subcontractors can work for the private sector while under



employment/contract to TFR Enterprises, Inc., during the duration of the Project/Task Order. Fallen trees located on public property but in an unused forested or wilderness area is ineligible unless specifically directed otherwise by a client Debris Manager.

Daily household garbage, or what could be classified as Municipal Solid Waste (MSW), is ineligible debris.

Debris which is not the result of the disaster event, for example, debris from demolition that was performed before the disaster event occurred, is ineligible debris.

### **Segregation of Debris at Curbside Pick Up**

1. All loading operators are also instructed of the importance of maintaining segregation of eligible debris when loading.
2. All vegetative debris will be loaded on trucks hauling vegetative debris only. If other debris is encountered alongside the vegetative debris, it will be left at the curbside to be later loaded on the trucks hauling whatever type of debris that is left.
3. Separate trucks will be used for loading Construction and Demolition debris.
4. Metals and white goods will also be loaded and hauled separately.
5. Any household hazardous waste shall be left at the curbside for the HHW crew to load and haul.
6. When possible, any "mixed piles" of debris encountered at the curbside will be separated by hand before loading. If it is not practical to separate the mixed piles at the curbside by hand, the mixed piles will be loaded on separate trucks and the load ticket will indicate "mixed debris."

### **Loading:**

1. All Loaders will have been previously inspected at the staging area for safety and compliance before being dispatched to the loading location.
2. All Loader operators will receive safety briefings before beginning loading operations.
3. Flagmen will be located ahead of loading operations to direct and control traffic.
4. All flagmen will be properly attired and wearing safety equipment including hard hats, safety shoes, reflective vests and carrying traffic directing flags.
5. All flagmen are under the supervision of the crew foreman.
6. Operators are cautioned to be observant and conscious of their surroundings at all times, in particular being aware of hanging and downed power lines and structures hidden by debris, such as fire hydrants, water mains, fences, etc.
7. Operators are cautioned not to overload trucks with debris so that the transporting of the debris could cause the excess debris to become dislodged and fall into traffic areas.
8. Operators are cautioned to stay on the rights of way and not to enter private property during the loading process.
9. Operators are equipped with mobile radios and are supervised by crew foreman.
10. Operators are instructed to keep the debris loads segregated between (a) burnable (vegetative), (b) non-burnable (C&D), (c) mixed piles where C&D, non-burnable, and vegetative are co-mingled and cannot efficiently be separated at the curbside, (d) other (such as household hazardous waste [HHW])





11. Household hazardous waste (HHW) crew, trained in EPA requirements for handling of HHW, will load HHW materials, (household cleansers, butane, poisons, etc.) at the curbside by hand in a specially equipped compartmental truck. HHW will be delivered to the collection point designated by the client Debris Manager.
12. As it is TFR policy, Loading and Hauling Crews shall complete all debris clearing operations that have been started on any particular pass through a neighborhood, and shall not "skip" through designated work areas for "gravy" loads.
13. All Loading and hauling crews are under the direction of a TFR supervisor. Daily reports are maintained by the crew foreman and record all equipment down time for repairs on the daily reports. Hours, of each piece of equipment and each employee, are recorded and reconciled with the client representative daily.
14. In the event of notice of a violation as a result of the actions of any employee or subcontractor, the Operations Manager will take immediate corrective action and follow up on the enforcement of such action and so notate in his daily log record.

### **Hauling:**

1. All Trucks will have been previously inspected at the staging area for measurement, numbering, safety and compliance before being dispatched to the loading location.
2. All truck operators will be instructed to observe traffic regulations and follow the instructions of the flag persons.
3. All truck operators are to wear safety equipment, hard hats and steel-toed shoes.
4. Truck operators are not allowed to leave with "overhanging" loads. Loads will either be trimmed or reloaded before being allowed to leave the loading area.
5. It is the truck operator responsibility to check and determine that his load is safe before leaving the loading site.
6. Truck operators are equipped with mobile radios and are supervised by crew foreman.
7. Truck operators will be issued a "load ticket" and at the loading site and will deliver the ticket to the inspector at the dumpsite.

### **Dumping:**

1. Dumping operations will be at the DMS or at a landfill/disposal site designated by the client Debris Manager.
2. All traffic regulations and speed limits will be observed at the dumpsite.
3. Truck operators will report to the weigh station and deliver their "load ticket" to the TFR QC and client QA for inspection and approval before proceeding to dump his/her debris.
4. Each truck operator will be directed as to where to dump each load at the dumpsite location by the designated dumpsite operator.
5. Each truck operator will inspect his truck and tailgate after the dumping process is completed to assure that it is secure before leaving the dump area.
6. Truck operators will follow the designed traffic flow when leaving the dump and return to the designated loading area.



### **Private Property (ROE) Program Procedures:**

The Company's Quality Control Manager shall discuss the requirements and procedures for the removal of debris from private property under the Right of Entry (ROE) Program with all Crew Foremen. This discussion shall include the general procedures set forth below:

1. Before a demolition project on private property can begin, a ROE document must be executed, including:
  - a. Authorization to enter the property for demolition but a
  - b. Hold Harmless Agreement accompanied by a non-duplication of benefits agreement from the client.
2. TFR crews are not permitted to enter private property except at the direction of TFR ROE Manager or a client representative.
3. Proper completion of a TFR ROE Program Checklist
  - a. HHW crews will be assigned to remove any hazardous materials from the property.
  - b. All HHW materials will be cataloged and disposition defined.
  - c. All utility connections will be inspected to ensure that they are disconnected

After demolition, all materials can be either placed on the right of way to be picked up under the debris removal agreement or taken directly to the DMS for separation and disposal.

### **Rental of Equipment with Operators:**

1. Inspection and Identification of Equipment & Materials before any machinery or materials are placed in use; they shall be inspected and tested by competent personnel. The Contractor's personnel will perform such duties.
2. The contractor's personnel chosen by the Quality Control Officer will perform inspection of all machinery and materials daily.
3. Records of inspections shall be maintained at the site and shall be available on request to the client representative.
4. Preventative maintenance procedures recommended by the manufacturer shall be followed.
5. All repairs on machinery or materials shall be made at a location, which will provide protection from traffic for repairmen. Any machinery or equipment found by the contractor to be unsafe would be shut down until unsafe conditions have been corrected.
6. Only TFR designated personnel shall operate machinery and mechanized equipment.
7. The Quality Control Supervisor shall instruct all operators in the use and details of Safety Operations.
8. Operators of machinery will establish and confirm requirements daily as to comply with contract documents with TFR's representative.
9. Equipment: Material deficiencies observed shall be reported to the proper TFR personnel for correction.
10. All safety procedures will be used in accordance with TFR's Accident Prevention Plan.
11. All phases of work being performed will be inspected daily by the responsible member of the Quality Control team.



## **Damage Control and Reporting**

The goal of sound debris removal is to protect the public and private infrastructure and the overall health of citizens while collecting and disposing of debris rapidly. TFR is fully committed to this end and strives for a goal of ZERO claims. TFR takes a proactive approach to the protection of infrastructure. During "Toolbox" Meetings, TFR's Quality Control Officer shall address the following general procedures to avoid careless activities during collection:

- Operators are reminded to stay on the rights of way and not to enter private property during the loading process.
- Operators are cautioned to be observant and conscious of their surroundings always, in particular being aware of hanging and downed power lines and structures hidden by debris (such as fire hydrants, water mains, fences, etc.).
- Operators are cautioned about debris weight distribution to be maintained during the loading process.
- Operators are instructed not to overload trucks with debris in such a manner that the transporting of the debris could cause the excess debris to become dislodged and fall into traffic areas or snag low or hanging power lines.
- Debris shall not hang over vehicle sides or extend more than 24 inches above the sides. Overloaded trucks shall be trimmed or removed prior to departing the loading area as instructed by the Crew Foreman.

However, a few claims are unavoidable. TFR maintains a strict Damage Control and Reporting Procedures to ensure that each claim is handle with expediency and care while meeting the needs of the claimant. TFR's Quality Control Officer shall address the Damage Control and Reporting Procedures with all field ROW personnel during initial safety meetings. Crew Foreman's are required to report all damages directly to the Quality Control Officer immediately. Upon notification, the Quality Control Officer will prepare a Damage Report without delay, and is instructed to seek the following information:

1. Name, address and phone number of property owner.
2. Who was present when the accident took place?
3. Detailed description of what happened, including what activity was being performed at the time of the damage, why did it happen and documenting all unsafe conditions, equipment and/or acts.
4. To the best of the witness's knowledge, was there a previously known and/or reported problem or condition associated with the accident?

### Follow-up:

1. Date, time and record of TFR's Quality Control personnel that investigated the damage.
2. Date, time and record of when and who (property owner) was contacted and notes as to what was discussed or agreed.
3. Date and time of repair, or resolution agreement.



TFR will investigate all damages and complaints and make resolutions within 24 hours. If a resolution was reached, a copy of the Quality Control Officer's Damage and Claim Release Form shall be attached to the Report. If a resolution is not agreed to between the property owner and TFR, TFR shall provide its General Liability Carrier with all the necessary information. All Damage Reports will be maintained in a file in TFR's Field Office. A catalog of all information and supporting action on each incident will be provided to our client weekly in a condensed list, available upon request.

### **Environmental Overview**

TFR is committed to protecting the environment and preserving the Nation's historic resources while complying with applicable Federal environmental and historic preservation laws such as:

- National Historic Preservation Act
- National Environmental Policy Act
- Endangered Species Act
- Clean Water Act
- Clean Air Act
- Coastal Barrier Resources Act
- Migratory Bird Treaty Act
- Resource Conservation and Recovery Act
- Coastal Zone Management Act
- Farmland Protection Policy Act
- Fish and Wildlife Act
- Wild and Scenic Rivers Act
- Magnuson-Stevens Conservation and Management Act
- Executive Order 11988, Floodplain Management
- Executive Order 11990, Protection of Wetlands
- Executive Order 12898, Environmental Justice

The primary potential environmental impacts occur from activities related to debris management sites, the individual demolition sites, and transportation activities associated with moving debris and waste along with general transportation activities.

A comprehensive Environmental Protection Plan will be prepared and submitted within five days of notice of award. It will identify specific debris management sites and specific impacts associated with the location(s). This includes site-specific information such as depth to water table, distance to potential receptors and pathways and the site setting parameters that may be affected by activities such as dust, odor, noise, traffic, etc. Until the specific debris site is identified, the Environmental Protection Plan cannot be finalized.

This framework is intended to demonstrate our familiarity with the requirement and our ability to deliver the submittal plan as required. It's not intended to be a complete or thorough model for the Environmental Protection Plan.

Pathways to be evaluated and issues to be addressed in the Environmental Protection Plan:



- Air/Dust, Odor, Gases, Smoke
- Water/Storm Water Runoff/Erosion Control, Leaching into Water Table
- Esthetics & Community Relations -Setbacks, Noise, Traffic, Hours of Operation, Tree Preservation, Site Restoration
- Spills and Spill Response

### Special Considerations:

- Wetlands Protection
- Ground Water Recharge and Discharge
- Aquatic Food Chain Support
- Fish and Wildlife Habitat
- Fire/Rodent/Wind/Hauling Control

Primary considerations also include prevention of soil erosion and sedimentation, improved air quality, reduced noise pollution, energy conservation through site layout and design, protection of privacy by maintaining and establishing buffers between conflicting land uses and maintaining or enhancing habitat for wildlife through final restoration.

### **TFR Enterprises Invoicing Procedures**

TFR prefers to invoice on a weekly basis, with a one-week delay. If the client is utilizing the services of a Monitoring Firm, it is likely that an Automated Debris Management System will be utilized. TFR is well versed in the use of these systems and is very experienced in the necessary reconciliation. These systems have greatly reduced the reconciliation burden of all parties.

If an ADMS system is not used, TFR will provide all of the necessary paperwork for the proven paper-based documentation process. This process consists of:

- Ticket Data is aggregated, summarized and supplied to the monitoring firm or client for reconciliation
- Once the data has been completely reconciled, the invoice is then presented for payment



## Tab 5: Previous Experience

<i>Saline County, Arkansas</i>	
<b>Event:</b> March 2013 Ice Storm	
<b>Client Contact:</b> Marty Polk, Road Superintendent	
<b>Phone:</b> (501) 317-2402	
<b>Email:</b> mepolk@sbcglobal.net	
<b>Project Manager:</b> Kevin Rolison	<b>Phone:</b> (512) 944-8766
<b>Contract Period:</b> 3/11/13-5/31/13	<b>Contract Fees for Services:</b> <b>\$2,146,000.00</b>
<p><b>Project Summary:</b>                      Saline County Arkansas experienced a severe winter storm in February of 2013 causing major damage to over 41,000 trees along, and in, the County road rights of way. The damage generated more debris than the County trucks and personnel could manage. TFR Enterprises, Inc. (TFR) submitted a Disaster Response competitive bid and was awarded the contract on March 4, 2013. TFR started work on March 11, 2013 and successfully completed the removal of over 41,450 hazardous hanging limbs and trees. The removal of these hazardous limbs and trees, along with County residents bringing vegetative debris to the ROW, resulted in the collection of 124,200 Cubic Yards of vegetative debris. TFR successfully completed all work related to this project on May 31, 2013.</p>	

<i>Bastrop County, Texas</i>	
<b>Event:</b> September 2011 Wildfire	
<b>Client Contact:</b> Ronnie Moore, Emergency Management Coordinator	
<b>Phone:</b> (512) 779-9926	
<b>Email:</b> emc@co.bastrop.tx.us	
<b>Project Manager:</b> Robert Day	<b>Phone:</b> (678) 249-8324
<b>Contract Period:</b> 9/29/11-9/29/12	<b>Contract Fees for Services:</b> <b>\$12,200,000.00</b>
<p><b>Project Summary:</b>                      On September 4, 2011, a destructive wildfire ignited 34,000 acres destroying over 1,600 homes and 1.5 million trees were burned beyond survival in Bastrop County Texas. TFR Enterprises, Inc. submitted a sealed bid to the County and was selected, by unanimous vote of the Commissioners Court, to perform the disaster recovery efforts in Bastrop County. TFR was specifically contracted to prepare and manage two TDSR sites, perform removal of 44,000 hazardous trees, collecting and hauling over 612,0000 cubic yards of debris, which includes over 100,000 tons of C&amp;D (mostly reinforced concrete rubble from slabs, rock &amp; brick veneer, and cinder blocks), TDSR management, reduction of all vegetative debris collected by grinding and final disposition of all material generated and collected by this wildfire disaster. The work was performed throughout the burn scar for County and TxDOT road right of ways, and work was also performed on private property through FEMA's Private Property Debris Removal (PPDR) program. Total contract value was over \$12,200,000 and was performed in the contracted term of 12 months.</p>	





<i>Fort Bend County, Texas</i>	
<b>Event:</b> Hurricane Ike 2008	
<b>Client Contact:</b> Scott Wiegat, Road Commissioner	
<b>Phone:</b> (281) 238-3607	
<b>Email:</b> grantmar@co.fort-bend.tx.us	
<b>Project Manager:</b> Kevin Rolison	<b>Phone:</b> (512) 944-8766
<b>Pre-Event:</b> March 2005 – March 2014	<b>Contract Fees for Services:</b> \$10,000,000.00
<b>Project Summary:</b>	
<p>TFR Enterprises, Inc. held a Pre-Event Contract with Fort Bend County, Texas. This contract was competitively bid and awarded to TFR on March 30, 2005. When Hurricane Ike approached Texas in September of 2008, TFR Enterprises, Inc. mobilized to assist Fort Bend County. TFR was there from the first Hurricane warnings through full recovery. In addition to the unincorporated areas of the County, TFR also provided all disaster recovery services for the cities of Sugarland, Missouri City, Needville, Rosenberg and Richmond. TFR crews removed more than 711,000 cubic yards of debris along with 19,000 hazardous limbs in addition to hazardous tree removal, from the ROW. Additional services provided to Fort Bend County on this contract included debris management, reduction by grinding and air curtain incineration, and final haul-out, provided at five different TDRS sites. TFR also performed hourly work on site restoration and the removal of debris located in several waterways throughout Fort Bend County. Recovery operations started on 09/16/08 and were successfully completed on 12/20/08.</p>	



**T.F.R. Enterprises, Inc.**

DISASTER RESPONSE DIVISION

<i>Event</i>	<i>Work Performed</i>	<i>Municipalities Under Contract</i>	<i>Cost</i>	<i>Point of Contact</i>
Hurricane Ike 2008	Cleared roadways Removed and hauled debris (1,410,000 cy) Operated and processed debris at 13 TDSR sites (1,390,000 cy) Reduced vegetative debris by grinding and air curtain incineration (1,390,000 cy) Hazardous tree trimming and removal (18,400 trees) Cleaning of streams and ditches (1400 equipment hours)	Fort Bend County, TX City of Sugarland, TX City of Katy, TX Harris Co Flood Control District, TX City of Liberty, TX City of Galveston, TX	\$23,462,000.00	Marc Grant, Road Commissioner Fort Bend County, TX PO BOX 148 Richmond, TX 77406 Phone: (281) 342-4513
Oklahoma Ice Storm 2007	Hauling out and disposing of reduced vegetative debris (460,000 cy) Operated and processed debris at 9 TDSR sites (2,350,000 cy) Reduced vegetative debris by grinding (2,660,000 cy) Removed and hauled debris (310,000cy)	City of Tulsa, OK City of Edmond, OK City of Broken Arrow, OK Waste Connections/ OK City Landfill Oklahoma County, OK City of Omaha, OK City of The Village, OK	\$4,470,000.00	Roy Teeters, Vegetation Mgmt. City of Tulsa 4502 S. Galveston Ave Tulsa, OK 74107 Phone: (918) 591-4330
Hurricane Rita 2005 US Army Corp of Engineers DACW29-03-D- 0100/DZ01 & DACW29-03-D- 0100/DZ02	Cleared roadways Removed and hauled debris (2,119,000 cy) Operated and processed debris at 12 TDSR sites (3,946,033 cy) Reduced vegetative debris by grinding and air curtain incineration (2,673,752 cy) Trimming and hazardous limbs (2,770 bucket truck hours in 3 Counties)	Jefferson County, TX Newton County, TX Orange County, TX Hardin County, TX Nacogdoches, TX	\$35,977,000.00	Linda Fredendall Contracting Officer US Army Corp of Engineers 2000 Fort Point Rd Galveston, TX 77559 Phone: (409) 766-3852
Hurricane Katrina 2005 KBR- Halliburton Contract	Cleared roadways Removed fallen trees and C&D debris from barracks Removed debris from natural drainage areas and restoring site Removed debris from holding ponds and streams Removal of stumps and uprooted trees and backfilling to grade Trimming of hazardous limbs over roadways and public areas **CONCAP contracts do not require the tracking of quantities of debris removed however, the estimated amount of debris removed and disposed is approximately 1,500,000 cy	Belle Chase Military Base Gulfport Military Base Key West Military Base	\$14,800,000.00	Scott Hayward, PE KBR; Government Operations 1550 Wilson Rd, Suite 400 Arlington, VA 22209 Phone: (703) 525-7505
Hurricanes Charlie, Frances, Jeanne, and Ivan 2004	Loading and hauling of vegetative and C&D debris from Rights-of-Way (1,284,000 cy) Operated and processed debris at 8 TDSR sites (1,486,000 cy) Reduced vegetative debris by grinding (1,282,000 cy) Trimming of hazardous limbs (11,779 trees)	Brevard County, FL City of Titusville, FL City of Naples, FL Palm Beach County, FL City of Royal Palm Beach, FL City of Destin, FL City of Lakeland, FL City of Malabar, FL Indian River County, FL Seminole County, FL City of Belle Isle, FL City of Edgewood, FL City of Kissimmee, FL City of Palm Bay, FL City of Melbourne, FL City of Lake Mary, FL	\$30,151,000.00	Peggy Bussaca, (321) 633-2000 John Znorowski, (321) 863-6031 Brad White, (239) 213-4728 Kathleen Scarlett, (561) 616-6800



## References

Over the course of business, TFR has partnered and worked for countless federal, state and local governments to provide debris removal and management services. Through these projects, TFR has enjoyed a fruitful, productive relationship with each client. In the end, we understand that TFR sells a service. If we do not satisfy the needs and desires of our client, TFR cannot continue to grow and prosper. Remembering this, TFR strives for perfection in quality, ensures an expedient response and completes the job on time, every time.

**1. United States Army Corps of Engineers**

Ms. Tracy Eccles, Contracting Officer  
 Los Angeles District  
 915 Wilshire Blvd., Suite 930  
 Los Angeles, CA 90017  
 P: (661) 265-7222  
 E:tracy.eccles@usace.army.mil  
 Contract Term: 01/28/18-2/11/18  
 Contract Amount: Approximately \$2,379,000.00  
 Description of Work: Emergency debris removal from Toro Basins in Santa Barbara County

**2. City of Homestead, Florida**

Mr. Dennis Maytan, Director of Public Works  
 100 Civic Court  
 Homestead, Florida, 33030  
 P: (305) 224-4842  
 E: dmaytan@cityofhomestead.com  
 Contract Term: 09/2017-01/2018  
 Contract Amount: Approximately \$3,500,000.00  
 Description of Work: Performed debris removal, reduction, and disposal services resulting from Hurricane Irma (estimated 155,000cy)

**3. City of Plantation, Florida**

Mr. Steve Rodgers, Assistant Director of Public Works  
 400 NW 73<sup>rd</sup> Avenue  
 Plantation, FL 33317  
 P: (954) 452-2535  
 E: srodgers@plantation.org  
 Contract Term: 09/2017-12/2017  
 Contract Amount: Approximately \$7,391,432.00  
 Description of Work: Performed debris removal services resulting from Hurricane Irma (estimated 500,000cy)

**4. Bastrop County, Texas**

Mr. Ronnie Moore - P.E.  
 806 Water Street, Bastrop, Texas 78602  
 P: (512) 779-9926  
 E: ronnie@cbdeng.com  
 Contract Term: 09/2011-09/2012  
 Contract Amount: Approximately \$13,100,000.00  
 Description of Work: Performed debris removal, reduction, and disposal services resulting from 2011 Wildfires (estimated 700,000cy)

**5. Fort Bend County, Texas**

Mr. Scott Wieghat, Road and Bridge Special Projects Coordinator  
 PO BOX 148, Richmond, TX 77406  
 P: (281) 238-3607  
 E: scott.wieghat@fortbendcountytx.gov  
 Contract Term: 09/2008-12/2008  
 Contract Amount: Approximately \$10,000,000.00  
 Description of Work: Performed debris removal, reduction, and disposal services resulting from Hurricane Ike (estimated 800,000cy, plus 200,000 cy Sugarland interlocal)

# Agenda Item 9A

**T.F.R. ENTERPRISES, INC. AND SUBSIDIARIES**  
**CONSOLIDATED BALANCE SHEETS**  
**December 31, 2017 and 2016**

	2017	2016
<b>ASSETS</b>		
<b>CURRENT ASSETS</b>		
Cash	\$ 5,540,359	\$ 1,603,084
Investment	244,184	244,184
Accounts receivable - trade	15,854,928	14,324,423
Accounts receivable - retainage	14,255	40,400
Inventory	264,319	445,555
Refundable income taxes	-	731
TOTAL CURRENT ASSETS	21,918,045	16,658,377
<b>PROPERTY AND EQUIPMENT</b>		
Land	7,139,325	7,139,325
Buildings	637,226	637,226
Office equipment	61,982	61,982
Leasehold improvements	305,853	305,853
Machinery and equipment	12,114,287	11,865,596
	20,258,673	20,009,982
Less accumulated depreciation	(9,173,666)	(8,528,946)
	11,085,007	11,481,036
<b>OTHER ASSETS</b>		
Accounts receivable - trade - long term, net	2,853,909	-
Loan cost net of amortization	5,143	6,176
Deferred income taxes	-	1,313,208
TOTAL ASSETS	\$ 35,862,104	\$ 29,458,797

See notes to consolidated financial statements



**PROSPERITY BANK®**

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Wednesday, June 20, 2018

To Whom it May Concern:

TFR Enterprises Inc. has been an excellent customer since 2010. The company has had many loans with us over the years, and has performed as agreed. Furthermore, the company has Revolving Line of Credit in the amount of \$1,000,000 which currently has a zero balance. In addition to the loans, the company has several deposit accounts with us, which have good balances. All in all TFR Enterprises is a valued client with Prosperity Bank, should you have any questions please contact me at 281-465-5308.

Sincerely,



Travis Freeman  
Regional President – The Woodlands.



# Agenda Item 9A



BALDWIN  
COX  
ALLEN

- Commercial Insurance
- Construction Bonds
- Employee Benefits
- Personal Insurance

Insurance & Construction Bonds

June 20, 2018

North Bay Village  
1666 Kennedy Causeway, Suite 300  
North Bay Village, FL 33141

RE: TFR Enterprises, Inc – Bonding Capacity

To Whom It May Concern:

We have the pleasure of bonding TFR Enterprises, Inc (TFR) and can highly recommend this fine contractor to you. We feel they are a well-managed company with a history of completing their projects on time and within budget. The bonding capacity for TFR is in the range of **\$25 million single and \$50 million aggregate**. The current bonding company is Westchester Fire Insurance Company which is an A++ rated and Treasury Listed surety.

Our understanding is that TFR is being considered for projects on your behalf. Subject to the job being within the single and aggregate limits, normal review of the contract terms and conditions, confirmation of construction financing in the full amount of the contract, and any related underwriting items at the time of the request, we fully anticipate being able to provide the performance and payment bonds as required for your project.

This letter is offered as an indication of TFR's past experience and our confidence in the firm, and not to be construed as an agreement to provide surety bonds. Please be aware that the execution of payment & performance bonds is subject to the positive review of all normal underwriting considerations at the time of the request. Any specific request for bonds will be underwritten on its own merits and any arrangement for bonds required by any contract is a matter between the contractor and the surety and we assume no liability to you or your third parties, if for any reason we do not execute these bonds. Bonds will be provided when the project/task order in question is agreeable to both parties and proper contracts are in place.

Again, we can highly recommend TFR to you. Feel free to contact me at 972-331-3709 should you have any questions about our fine client.

Best Regards,

A handwritten signature in black ink, appearing to read 'Brock Baldwin', is written over a horizontal line.

Brock Baldwin  
Principal  
Baldwin Cox Allen





North Bay Village

RFP NO. 2018-003

**Proposal Checklist**

Is there at least ~~five~~<sup>7</sup> paper copies of the proposal submitted to the Village?

Yes  Initial TR

Is there ~~two~~<sup>one</sup> electronic copies of the proposal submitted to the Village, along with all the completed attachments (A, B, C, D, E, F, G, H, I)?

Yes  Initial TR

\* according to Addendum #2

Please confirm receipt of addenda:

I received Addendum # 1 Dated June 11, 2018 Initial TR

I received Addendum # 2 Dated June 14, 2018 Initial TR

I received Addendum # \_\_\_\_\_ Dated \_\_\_\_\_ Initial \_\_\_\_\_

Did you receive any additional addenda? If so, please specify: \_\_\_\_\_

PLEASE PRINT

NAME: Tipton F. Rowland

COMPANY: TFR Enterprises, Inc

STREET ADDRESS: 401 Leander Drive

CITY & STATE: Leander, Texas

ZIP CODE: 78641 TELEPHONE: (512) 260.3322

EMAIL: tiffany@tfrinc.com

SIGNATURE: [Signature]

TITLE: CEO

# Agenda Item 9A



## North Bay Village

Administrative Offices

1666 Kennedy Causeway, Suite 300, North Bay Village, FL 33141

Tel: (305) 756-7171 | Fax: (305) 756-7722 | Website: [www.nbvillage.com](http://www.nbvillage.com)

### *Addendum 1*

Issued on June 11, 2018

**BID NO. 2018-003  
FOR  
DISASTER AND DEBRIS MANAGEMENT SERVICES**

Issued by: North Bay Village

Sealed Responses clearly labeled with the RFP title and number must be received by mail or hand delivered on or before June 22, 2018, no later than 4:00 P.M. local time. The proposals will be publicly opened shortly thereafter in the Office of the Village Clerk.

**Notice to all Bidders:**

PROOF OF RECEIPT

Recipient

Signature:

Print Name:

Company:

Date:

*A*  
\_\_\_\_\_  
Tipton F. Rowland  
\_\_\_\_\_  
TEL Enterprises, INC.  
\_\_\_\_\_  
6/20/18  
\_\_\_\_\_

**SUBMIT WITH BID RESPONSE**



**North Bay Village**  
Administrative Offices  
1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141  
Tel: (305) 756-7171 Fax: (305) 756-7722 Website:  
www.nbvillage.com

**Addendum #2**  
**Issued on June 14, 2018**

RFP No. NBV 2018-003  
Disaster and Debris Management Services

Notice to Bidders:

Question 1:

What is the correct document number?

Response:

The Request for Proposal Number is RFP No. NBV 2018-003.

Question 2:

When is RFP No. NBV 2018-003 due:

Response:

Sealed Responses clearly labeled with the RFP title and number (Disaster and Debris Management Services - RFP No. NBV 2018-003) must be received on or before June 22, 2018, no later than 4:00 P.M. local time.

Question 3:

Form 1 Proposal Pricing Sheet found on page 60 – As this is a pre-event contract where the quantities are unknown, does the Town want to issue a Not to Exceed price to be used here?

Response:

If the specified number is exceeded, what is the additional cost?

Question 4.

How will the “Labor” Section Brates be evaluated against the Section A – General Services? Do they hold any weight in the total assigned percentage points towards the pricing schedule? If so, how much weight do they hold?

Response:

Disregard Attachment B, Form 1 Proposal Pricing Sheet and use Exhibit 1 attached to this Addendum.

Question 5.

Does the City have a list of approved DMS locations? If so, please provide address?

# Agenda Item 9A

Response:

The Village does not have a list of DMS locations.

Question 6.

Will DMS locations be inside Town limits?

Response:

DMS locations will be inside the Village limits.

Question 7.

Will the drop off location for citizens be located inside the town limits?

Response:

Yes. The drop off location for citizens will be located inside the town limits.

Question 8.

P. 34 states that Attachment F is the Homeland Security's E-Verify System Affirmation Statement but the form is labeled Sworn Statement Pursuant to Section 287.133 (3)(a), Florida Statutes, on Public Entity Crimes

- a. Are we to fill out this form?
- b. Do we need the E-verify form?

Response:

Yes. Complete the "Sworn Statement" form included in the package, as well as the Homeland Security's E-Verification System Affirmation Statement Attachment F1 attached to this Addendum.

Question 9.

P. 25 states that the bid security must be submitted through Demandstar. I do not see a section where we can upload documents. Please confirm that this is correct.

Response:

All responses to this Request for Proposal along with any related attachments must be submitted to the Village Clerk's Office at North Bay Village, 1666 Kennedy Causeway, Suite 300, North Bay Village, FL 33141, either by mail or in person on or before 4:00 P.M. on June 22, 2018. No documents are to be provided through DemandStar.

Question 10:

Regarding rfp 2018-003, The rfp states submittal online through demandstar as well as 6 copies and two electronic copies. Is this correct? Are we to submit online as well as 6 copies and two electronic copies?



# Agenda Item 9A



North Bay Village

RFP NO. 2018-003

## ATTACHMENT C Vendor Information Form

Operating Name (Payee)	TFR Enterprises, Inc
Legal Name (as filed with IRS)	TFR Enterprises, Inc
Remit-to-Address (For Payments)	7001 Leander Drive Leander, TX 78641
Remit-to-Contact Name:	Tiffany Jean
Email Address:	tiffany@tfrinc.com
Phone # and Fax#:	(512) 260-3322 or (512) 528-1942
Order from Address (For Purchase Orders)	Same
Order from Contact Name:	Same
Email Address:	
Phone # and Fax#:	
Return-to-Address (For Product returns)	Same
Return-to-Contact Name	Same
Email Address:	
Phone# and Fax#:	
Payment Terms:	net 10

Type of Business (please check one and provide Federal Tax Identification or Social Security Number)

- Corporation Federal ID Number: 72-1149862
- Sole Proprietorship/Individual Social Security No.: \_\_\_\_\_
- Partnership
- Health Care Service Provider
- LLC-C (C corporation) – S (S corporation) – P (partnership)
- Other (Specify): \_\_\_\_\_

Name & Title of Applicant Tipton F. Rowland

Signature of Applicant  Date: 6/20/18





Attachment C

Form <b>W-9</b> (Rev. January 2011) Department of the Treasury Internal Revenue Service	<b>Request for Taxpayer                  Identification Number and Certification</b>	Give Form to the requester. Do not send to the IRS.
--	--	---

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) <b>TRK Enterprises, Inc</b>		
	Business name/disregarded entity name, if different from above		
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ <input type="checkbox"/> Other (see instructions) ▶		<input type="checkbox"/> Exempt payee
	Address (number, street, and apt. or suite no.) <b>401 Learner Drive</b> City, state, and ZIP code <b>Learner, TX. 78041</b>		Requester's name and address (optional)

<b>Part I Taxpayer Identification Number (TIN)</b> Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.	
Social security number [ ] [ ] [ ] - [ ] [ ] - [ ] [ ] [ ]	Employer identification number <b>72-1149862</b>

<b>Part II Certification</b> Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3. I am a U.S. citizen or other U.S. person (defined below).	
<b>Certification Instructions.</b> You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.	
Sign Here	Signature of U.S. person ▶ Date ▶ <b>6/20/18</b>

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

**Purpose of Form**  
 A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

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

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

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



North Bay Village

RFP NO. 2018-003

ATTACHMENT D

NON-COLLUSIVE AFFIDAVIT

STATE OF Texas

COUNTY OF Williamson

Tipton F. Rowland being first duly sworn, deposes and says that:

BIDDER is the

owner  
(Owner, Partner, Officer, Representative or Agent)

BIDDER is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

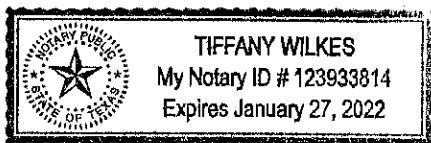
Such Bid is genuine and is not a collusive or sham Bid;

Neither the said BIDDER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any BIDDER, firm, or person to fix the price or prices in the attached Bid or any other BIDDER, or to fix any overhead, profit, or cost element of the Bid Price or the Bid Price of any other BIDDER, or to secure through any collusion conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;

The price of items quoted in the attached Bid are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

By: [Signature]

Subscribed and sworn to before me this 20th day of June, 2018.



Tiffany Wilkes  
Notary Public (Signature)

My Commission Expires:

January 27, 2022



ATTACHMENT E

PROPOSER'S QUALIFICATIONS STATEMENT

PROPOSER shall furnish the following information. Failure to comply with this requirement will render Bid non-responsive and shall cause its rejection. Additional sheets shall be attached as required.

PROPOSER'S Name and Principal Address:

TFR Enterprises, Inc  
601 Leander Drive  
Leander, Tx. 78041

Contact Person's Name and Title: Tiffany Jean, Contract Administrator

PROPOSER'S Telephone and Fax Number: (512) 260-3322 or (512) 528-1942

PROPOSER'S License Number: CRC1331035  
**(Please attach certificate of status, competency, and/or state registration.)**

PROPOSER'S Federal Identification Number: 72-1149802

Number of years your organization has been in business 28 years

State the number of years your firm has been in business under your present business name 28 years

State the number of years your firm has been in business in the work specific to this RFP: 28 years

Names and titles of all officers, partners or individuals doing business under trade name:

Tipton F. Rowland, CEO  
Julie Rowland, CFO

The business is a: Sole Proprietorship  Partnership  Corporation

IF USING A FICTITIOUS NAME, SUBMIT EVIDENCE OF COMPLIANCE WITH FLORIDA FICTITIOUS NAME STATE. (ATTACH IN PROPOSER EXHIBIT SECTION)



ATTACHMENT E

Under what former name has your business operated? Include a description of the business. Failure to include such information shall be deemed to be intentional misrepresentation by the Village and shall render the proposer RFP submittals non-responsive.

None

At what address was that business located?

Name, address and telephone number of surety company and agent who will provide the required bonds on this contract:

Baldwin Cox Allen - Brock Baldwin  
5930 Preston View Blvd, Ste. 200  
Dallas, Tx. 75240

Have you ever failed to complete work awarded to you? If so, when, where and why?

Never

Have you personally inspected the proposed WORK and do you have a complete plan for its performance?

Yes

Will you subcontract any part of this WORK? If so, give details including a list of each subcontractor(s) that will perform work in excess of ten percent (10%) of the contract amount and the work that will be performed by each subcontractor(s).

Depends on the size of the event. If necessary, TFR will sub 10% hauling to Timberline Trading and 10% Tree Trimming<sub>52</sub> to Kansas city Tree.



## ATTACHMENT E

The foregoing list of subcontractor(s) may not be amended after award of the contract without the prior written approval of the Contract Administrator, whose approval shall not be reasonably withheld.

List and describe all bankruptcy petitions (voluntary and involuntary) which have been filed by or against the Proposer, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition.

N/A

List and describe all successful Bond claims made to your surety (ies) during the last five (5) years. The list and descriptions should include claims against the bond of the Proposer and its predecessor organization(s).

N/A

List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Proposer or its predecessor organizations(s) during the last ten (10) years. The list shall include all case names; case, arbitration or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute.

Please see enclosed.

List and describe all criminal proceedings or hearings concerning business related offenses in which the Proposer, its principals or officers or predecessor organization(s) were defendants.

N/A



ATTACHMENT E

Has the Proposer, its principals, officers or predecessor organization (s) been CONVICTED OF A Public Entity Crime, debarred or suspended from bidding by any government entity? If so, provide details.

N/A

Are you an  Original provider  sales representative  contributor,  maker  Manufacturer  other, of the commodities/services proposed upon? If other than the original provider, explain below:

Have you ever been debarred or suspended from doing business with any governmental agency? If yes, please explain:

NEVER

Describe the firm's local experience/nature of service with contracts of similar size and complexity, in the previous three (3) years:

Plantation, Florida Hurricane Irma  
Homestead, Florida Hurricane Irma  
Miami-Dade, Florida Hurricane Irma

The PROPOSER acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by the VILLAGE in awarding the contract and such information is warranted by PROPOSER to be true. The discovery of any omission or misstatement that materially affects the PROPOSER'S qualifications to perform under the contract shall cause the VILLAGE to reject the Bid, and if after the award, to cancel and terminate the award and/or contract.

By Tipton F. Rowland, CEO  
[Signature]  
(Signature)





**ATTACHMENT F**

**SWORN STATEMENT PURSUANT TO SECTION 287.133 (3)(a),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the NORTH BAY VILLAGE by:

Tipton F. Rowland, CEO  
[print individual's name and title]

for TFR Enterprises, Inc  
[print name of entity submitting sworn statement]

whose business address is Leol Leander Drive  
Leander, Tx. 78641

and (if applicable) its Federal Employer Identification Number (FEIN) is 72-1149802 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_).

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to , any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133 (1)(a), Florida Statutes, means:  
a. A predecessor or successor of a person convicted of a public entity crime; or  
b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in any person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person



controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133 (1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies.]

Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent of July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [Attach a copy of the final order.]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY, AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

A handwritten signature in blue ink, appearing to be "JA".

Signature (Blue ink only)



North Bay Village

RFP NO. 2018-003

ATTACHMENT F

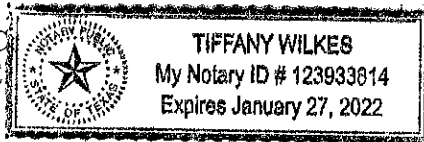
Texas  
STATE OF FLORIDA )  
Williamson  
COUNTY OF MIAMI-DADE )

On this the 20th day of June, 2018, before me, the undersigned Notary Public of the State of Florida, personally appeared (Name(s) of individual(s) who appeared before notary) Tipton F. Rowland and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal.

Tiffany Wilkes  
Notary Public, State of Florida Texas

NOTARY PUBLIC  
SEAL OF OFFICE



(Name of Notary Public: print, stamp or type as commissioned.

- Personally known to me, or
- Personal identification:  
(Type of Identification Produced)
- Did take an oath, or
- Did Not take an oath



E-VERIFY ACKNOWLEDGEMENT

RFP#: NBV 2018-003

Project Description: Disaster Debris Management Services

Vendor/Consultant acknowledges and agrees to the following:

Vendor/Consultant:

1. Shall utilize the United States (U.S.) Department of Homeland Security's E-Verify system to verify employment eligibility of all new employees hired by the Vendor/Consultant during the term of the contract; and
2. Shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

Contract Firm: TFL Enterprises, Inc.

Authorized Signature: [Signature]

Title: CEO

Date: 6/20/18

# Agenda Item 9A



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/21/2018

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

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

<b>PRODUCER</b> Higginbotham Insurance Agency, Inc. 1221 S. Mopac Expy., Suite 160 Austin TX 78746	<b>CONTACT NAME:</b> Raelyn Brannan <b>PHONE (A/C, No, Ext):</b> 817-349-2315 <b>FAX (A/C, No):</b> 817-347-6981 <b>E-MAIL ADDRESS:</b> rbrannan@higginbotham.net												
<b>INSURER(S) AFFORDING COVERAGE</b>													
<b>INSURED</b> TFREN T.F.R. Enterprises, Inc. Sharon Lyell 601 Leander Drive Leander TX 78641	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td><b>INSURER A :</b> STARR SURPLUS LINES INS. CO.</td> <td style="text-align: right;">NAIC # 13604</td> </tr> <tr> <td><b>INSURER B :</b> Starr Indemnity &amp; Liability Co.</td> <td style="text-align: right;">38318</td> </tr> <tr> <td><b>INSURER C :</b> Texas Mutual Insurance Company</td> <td style="text-align: right;">22945</td> </tr> <tr> <td><b>INSURER D :</b> Argonaut Insurance Companies</td> <td style="text-align: right;">19801</td> </tr> <tr> <td><b>INSURER E :</b> The Travelers Lloyds Insurance Co</td> <td style="text-align: right;">41262</td> </tr> <tr> <td><b>INSURER F :</b></td> <td></td> </tr> </table>	<b>INSURER A :</b> STARR SURPLUS LINES INS. CO.	NAIC # 13604	<b>INSURER B :</b> Starr Indemnity & Liability Co.	38318	<b>INSURER C :</b> Texas Mutual Insurance Company	22945	<b>INSURER D :</b> Argonaut Insurance Companies	19801	<b>INSURER E :</b> The Travelers Lloyds Insurance Co	41262	<b>INSURER F :</b>	
<b>INSURER A :</b> STARR SURPLUS LINES INS. CO.	NAIC # 13604												
<b>INSURER B :</b> Starr Indemnity & Liability Co.	38318												
<b>INSURER C :</b> Texas Mutual Insurance Company	22945												
<b>INSURER D :</b> Argonaut Insurance Companies	19801												
<b>INSURER E :</b> The Travelers Lloyds Insurance Co	41262												
<b>INSURER F :</b>													

**COVERAGES      CERTIFICATE NUMBER: 1582412375      REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> 5,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			1000066507171	12/31/2017	12/31/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Contractors Pollution \$ 1,000,000
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			1000199116171	12/31/2017	12/31/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			1000337045171	12/31/2017	12/31/2018	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input type="checkbox"/>	0001209012 WC928228359384	1/1/2018 1/1/2018	1/1/2019 1/1/2019	<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E B	Leased/Rented Equipment Hired - Physical Damage			QT6608071X472LFC17 1000199116171	12/31/2017 12/31/2017	12/31/2018 12/31/2018	Limit - 700,000 Comp Deductible \$5,000 Collision Deductible Full Deductible \$250

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 The General Liability, Auto policies includes a blanket automatic additional insured provision that provides additional insured status to the certificate holder when required by written contract.

The General Liability policy contains a special endorsement with "Primary and Noncontributory" wording.

The General Liability, Auto and Workers' Compensation policy includes a blanket waiver of subrogation endorsement to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

See Attached...

<b>CERTIFICATE HOLDER</b>  North Bay Village 1666 Kennedy Causeway Suite 300 North Bay Village FL 33141 USA	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
---	--

# Agenda Item 9A

AGENCY CUSTOMER ID: TFREN

LOC #: \_\_\_\_\_



## ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Higginbotham Insurance Agency, Inc.		NAMED INSURED T.F.R. Enterprises, Inc. Sharon Lyell 601 Leander Drive Leander TX 78641	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

The General Liability policy includes an endorsement providing that 30 days notice of cancellation will be furnished to the certificate holder.

Umbrella is follow form





North Bay Village

RFP NO. 2018-003

## FORM 1 PROPOSAL PRICING SHEET

Provide a proposal containing a total price to perform the work as described in this request for proposals. The total all-inclusive maximum price bid is to contain all direct and indirect costs including all out-of-pocket expenses. The selected vendor agrees not to exceed this amount.

	2018	2019	2020
<b>TOTAL FEE</b>	\$	\$	\$

Taxpayer Identification Number: 72-1149862

BIDDER: TFR enterprises, Inc  
(Company Name)

[Signature]  
(Signature of Authorized Representative)

Tipton F. Rowland, CEO  
(Printed Name and Title)



FORM 2  
PROPOSER'S STATEMENT OF ORGANIZATION

1. Full Name of Business Concern (Proposer):  
TFR Enterprises, Inc

Principal Business Address:  
601 Leander Drive  
Leander, TX 78641

2. Principal Contact Person(s):  
Tiffany Jean  
(512) 505-0710 ceo

3. Form of Business Concern (Corporation, Partnership, Joint Venture, Other):  
Corporation

4. Provide names of partners or officers as appropriate and indicate if the individual has the authority to sign in name of Proposer. Provide proof of the ability of the individuals so named to legally bind the Proposer.

Name	Address	Title
<u>Tipton F. Rowland</u>	<u>12408 Cedar St. Austin 78732</u>	<u>CEO</u>
<u>Julie Rowland</u>	<u>12408 Cedar St. Austin 78732</u>	<u>CFO</u>
<u>* Both authorized to sign</u>		

If a corporation, in what state incorporated: Tennessee  
Date Incorporated: 6 12 1989  
Month Day Year

If a Joint Venture or Partnership, date of agreement: \_\_\_\_\_

5. List all firms participating in this project (including subcontractors, etc.):

Name	Address	Title
<u>TFR Ent. Inc</u>	<u>601 Leander Dr. Leander TX 78641</u>	
<u>Timberline Trading</u>	<u>PO BOX 643 Lathrop MO. 64465</u>	
<u>Kansas City Tree</u>	<u>5217 Walmer Mission, KS. 66202</u>	

6. Outline specific areas of responsibility for each firm listed in Question 5.

- Hauling Services
- Tree Trimming



7. Licenses:

a. County or Municipal Occupational License No.

\_\_\_\_\_  
(Attach Copy)

b. Occupational License Classification:

c. Occupational License Expiration Date:

d. Social Security or Federal ID. No:

\_\_\_\_\_  
72-1149862



### FORM 3 PERSONNEL

For each person providing services sought in the RFP, provide a detailed resume indicating that individual's areas of expertise and experience. Resumes must be provided in the following format, however, additional information may be provided at the option of the Proposer.

- 
- A. Name & Title *Please see enclosed resumes*
  - B. Years of Experience with this company:  
With Other Similar companies:
  - C. Education:  
  
Degree(s)  
  
Year/Specialization
  - D. Professional References: (List a minimum of 3)
  - E. Other Relevant Experience and Qualifications
  - F. Attach applicable licenses for each individual performing services pursuant to this Contract.



## FORM 4 REFERENCES

The Proposer shall provide a minimum of three (3) references of public and or private agencies presently being served by the Proposer with similar services to those being proposed in this Proposal.

1. Name of Agency: USACE  
 Address: 915 Wilshire Blvd, Suite 930  
Los Angeles, CA. 90017  
 Phone Number: (661) 205-7222  
 Principal Contact Person(s): Tracy Eccles  
tracy.l.eccles@usace.army.mil  
 Year Contract Initiated: 2018
2. Name of Agency: City of Plantation  
 Address: 400 NW 73rd Avenue  
Plantation, FL. 33317  
 Phone Number: (954) 452-2535  
 Principal Contact Person(s): Steve Rodgers  
srodgers@plantation.org  
 Year Contract Initiated: 2017
3. Name of Agency: City of Homestead  
 Address: 100 Civic Court  
Homestead, FL. 33030  
 Phone Number: (305) 224-4842  
 Principal Contact Person(s): Dennis Maytan  
dmaytan@cityofhomestead.com  
 Year Contract Initiated: 2017



**FORM 5  
DRUG-FREE WORKPLACE**

The undersigned vendor / contractor (company) in accordance with Chapter 287.087, Florida Statutes, hereby certifies that TAL Enterprises, Inc. does:  
(Name of Company)

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

A  
Signature (Blue ink only)

Tipton F. Rowland  
Print Name

CEO  
Title

6/20/18  
Date

Witness my hand and official notary seal/stamp at 401 Leander Dr. the day and year written above





North Bay Village

RFP NO. 2018-003

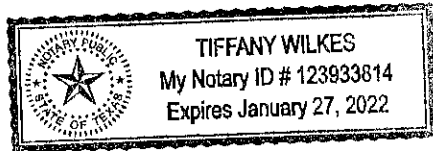
STATE OF ~~FLORIDA~~ Texas )  
Williamson ) SS:  
COUNTY OF ~~MIAMI-DADE~~ )

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Tipton F. Rowland as CEO, of TEP Enterprises, Inc., an organization authorized to do business in the State of Florida, and acknowledged executing the foregoing Form as the proper official of TEP Ent. Inc. for the use and purposes mentioned in the Form and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation. He is personally known to me or has produced as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 20th day of June, 2018.

Tiffany Wilkes  
NOTARY PUBLIC



My Commission Expires: January 27, 2022





## FORM 6 ACKNOWLEDGMENT OF ADDENDA

The Proposer hereby acknowledges the receipt of the following addenda issued by the Village and incorporated into and made part of this RFP. In the event the Proposer fails to include any such addenda in the table below, submission of this form shall constitute acknowledgment of receipt of all addenda, whether or not received by him/her.

ADDENDUM NUMBER	DATE RECEIVED	PRINT NAME	TITLE	SIGNATURE (BLUE INK ONLY)
1	6/11/18	Tipton Rowland	CEO	
2	6/14/18	Tipton Rowland	CEO	



FORM 7  
INDEPENDENCE AFFIDAVIT

The undersigned individual, being duly sworn, deposes and says that:

1. He/She is CEO of TFR Enterprises, Inc. the Proposer that has submitted the attached Proposal;

2. (a) Below is a list and description of any relationships, professional, financial or otherwise that Proposer may have with the Village, its elected or appointed officials, its employees or agents or any of its agencies or component units for the past five (5) years.

(b) Additionally, the Proposer agrees and understands that Proposer shall give the Village written notice of any other relationships professional, financial or otherwise that Proposer enters into with the Village, its elected or appointed officials, its employees or agents or any of its agencies or component units during the period of the Contract.

(If paragraph 2(a) above does not apply, please indicate by stating, "not applicable" in the space below.)

3. I have attached an additional page to this form explaining why such relationships do not constitute a conflict of interest relative to performing the services sought in the RFP.

[Signature]  
Signature (Blue ink only)

Tipton F. Rowland  
Print Name

CEO  
Title

6/20/18  
Date

[Acknowledgment on following page.]

# Agenda Item 9A



North Bay Village

RFP NO. 2018-003

Witness my hand and official notary seal/stamp at 401 Leander Dr. the day and year written above

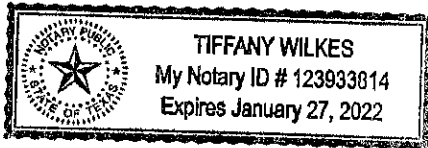
STATE OF ~~FLORIDA~~ Texas )  
COUNTY OF ~~MIAMI-DADE~~ Williamson ) SS:

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Tipton F. Rowland as CEO, of TFL Enterprises, Inc, an organization authorized to do business in the State of Florida, and acknowledged executing the foregoing Affidavit as the proper official of TFL Ent. Inc for the use and purposes mentioned in the Affidavit and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.  He/She is personally known to me or has produced \_\_\_\_\_ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 20th day of June, 2018.

Tiffany Wilkes  
NOTARY PUBLIC

My Commission Expires:





North Bay Village

RFP NO. 2018-003

FORM 8
CERTIFICATION TO ACCURACY OF PROPOSAL

PROPOSER, by executing this Form, hereby certifies and attests that all Forms, Affidavits and documents related thereto that it has enclosed in the Proposal in support of its Proposal are true and accurate. Failure by the PROPOSER to attest to the truth and accuracy of such Forms, Affidavits and documents shall result in the Proposal being deemed non-responsive and such Proposal will not be considered.

The undersigned individual, being duly sworn, deposes and says that:

- 1. He/She is CEO of TFR Enterprises, Inc. the PROPOSER that has submitted the attached Proposal;
2. He/She is fully informed respecting the preparation and contents of the attached Proposal and of all Forms, Affidavits and documents submitted in support of such Proposal;
3. All Forms, Affidavits and documents submitted in support of this Proposal and included in this Proposal are true and accurate;
4. No information that should have been included in such Forms, Affidavits and documents has been omitted; and
5. No information that is included in such Forms, Affidavits or documents is false or misleading.

Signature (Blue ink only)

Tipton F. Rowland
Print Name

CEO
Title

6/20/18
Date

Witness my hand and official notary seal/stamp at Leol Leander Dr. the day and year written above

TEXAS
STATE OF FLORIDA )
Williamson ) SS:
COUNTY OF MIAMI-DADE )

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Tipton F. Rowland as CEO of TFR Enterprises, Inc. an organization authorized to do business in the State of Florida, and acknowledged executing the

# Agenda Item 9A



North Bay Village

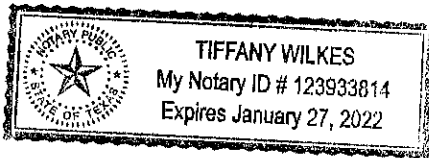
RFP NO. 2018-003

foregoing Form as the proper official of TEC Enterprises, Inc for the use and purposes mentioned in the Form and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation. She is personally known to me or has produced as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 20th day of June, 2018.

Tiffany Wilkes  
NOTARY PUBLIC

My Commission Expires: January 27, 2022





Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

TFR Enterprises, Inc
601 Leander Drive
Leander, TX 78641

SURETY:

(Name, legal status and principal place of business)

Westchester Fire Insurance Company
436 Walnut Street, P.O. Box 1000
Philadelphia, PA 19106

Mailing Address for Notices

Westchester Fire Insurance Company
436 Walnut Street, P.O. Box 1000
Philadelphia, PA 19106

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

North Bay Village
1666 Kennedy Causeway, North Bay Village, FL 33141

BOND AMOUNT: Five Thousand and no/100ths Dollars (\$5,000.00)

PROJECT:

(Name, location or address, and Project number, if any)

RFP #: 2018-003, Disaster and Debris Management Services

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 15th day of June 2018

[Signature]
(Witness)

TFR Enterprises, Inc
(Principal) (Seal)

By: [Signature]
(Title)

[Signature]
(Witness) Sharon Grant

Westchester Fire Insurance Company
(Surety) (Seal)

By: [Signature]
(Title) Brock Baldwin Attorney-in-Fact

WESTCHESTER FIRE INSURANCE COMPANY

Power of Attorney

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

Does hereby nominate, constitute and appoint Elaine Allen, Brady K Cox, Brent Baldwin, Brock Baldwin, Michael B Hill, Russell Frenzel, Trenae Donovan, William D Baldwin all of the City of DALLAS, Texas, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding FIVE MILLION DOLLARS & ZERO CENTS (\$5,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office.

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 13 day of November 2017

WESTCHESTER FIRE INSURANCE COMPANY



*Stephen M. Haney*  
Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF PHILADELPHIA

On this 13 day of November, 2017 before me, a Notary Public of the Commonwealth of Pennsylvania and for the County of Philadelphia came Stephen M. Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
KAREN E. BRANDT, Notary Public  
City of Philadelphia, Phila. County  
My Commission Expires Sept. 28, 2018

*Karen E. Brandt*  
Notary Public

I, the undersigned Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary and affixed the corporate seal of the Corporation, this 15th day of June 2018



*Dawn M. Chloros*  
Dawn M. Chloros, Assistant Secretary





**STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD  
2601 BLAIR STONE ROAD  
TALLAHASSEE FL 32399-0783**

(850) 487-1395

**FUZZELL, ROBERT HUNTER  
T.F.R., INC. OF TEXAS  
601 LEANDER DR  
LEANDER TX 78641**

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto [www.myfloridalicense.com](http://www.myfloridalicense.com). There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



**STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND  
PROFESSIONAL REGULATION**

**CRC1331035 ISSUED: 08/04/2016**

**CERTIFIED RESIDENTIAL CONTRACTOR  
FUZZELL, ROBERT HUNTER  
T.F.R., INC. OF TEXAS**

IS CERTIFIED under the provisions of Ch. 489 FS.  
Expiration date : AUG 31, 2018 L1608040001603

DETACH HERE

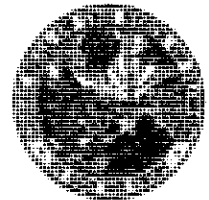
RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

**STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
CONSTRUCTION INDUSTRY LICENSING BOARD**

<b>LICENSE NUMBER</b>	
CRC1331035	

The RESIDENTIAL CONTRACTOR  
Named below IS CERTIFIED  
Under the provisions of Chapter 489 FS.  
Expiration date: AUG 31, 2018



**FUZZELL, ROBERT HUNTER  
T.F.R., INC. OF TEXAS  
601 LEANDER DR  
LEANDER TX 78641**



# Agenda Item 9A

FILED

Jan 15, 2018

Secretary of State

CC4836342045

## 2018 FOREIGN PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# F02000004640

Entity Name: T.F.R., INC. OF TEXAS

### Current Principal Place of Business:

601 LEANDER DR  
LEANDER, TX 78641

### Current Mailing Address:

601 LEANDER DR  
LEANDER, TX 78641

FEI Number: 72-1149862

Certificate of Status Desired: No

### Name and Address of Current Registered Agent:

CORPORATION SERVICE COMPANY  
1201 HAYS STREET  
TALLAHASSEE, FL 32301-2525 US

*The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.*

SIGNATURE:

\_\_\_\_\_  
Electronic Signature of Registered Agent

\_\_\_\_\_  
Date

### Officer/Director Detail :

Title	CP	Title	S
Name	ROWLAND, TIPTON F	Name	ROWLAND, JULIE
Address	12408 CEDAR ST	Address	12408 CEDAR ST.
City-State-Zip:	AUSTIN TX 78732	City-State-Zip:	AUSTIN TX 78732

*I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.*

SIGNATURE: JULIE ROWLAND

SECRETARY

01/15/2018

\_\_\_\_\_  
Electronic Signature of Signing Officer/Director Detail

\_\_\_\_\_  
Date

# *State of Florida*

## *Department of State*

I certify from the records of this office that T.F.R., INC. OF TEXAS is a Tennessee corporation authorized to transact business in the State of Florida, qualified on September 10, 2002.

The document number of this corporation is F02000004640.

I further certify that said corporation has paid all fees due this office through December 31, 2018, that its most recent annual report/uniform business report was filed on January 15, 2018, and that its status is active.

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

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Thirteenth day of June, 2018*



*Ken Detzner*  
*Secretary of State*

Tracking Number: CU9920942323

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

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

FOR OFFICIAL USE ONLY / SOURCE SELECTION INFORMATION - SEE FAR 2.101, 3.104, AND 42.1503

**CONTRACTOR PERFORMANCE ASSESSMENT REPORT (CPAR)**

**Nonsystems**

**Name/Address of Contractor:**

Company Name: T.F.R. ENTERPRISES, INC.

Division Name:

Street Address: 601 LEANDER DR

City: LEANDER

State/Province: TX Zip Code: 786412026

Country: USA

CAGE Code: 0R4H4

DUNS Number: 081346561

PSC: S299 NAICS Code: 562119

Evaluation Type: Final

Contract Percent Complete: 100

Period of Performance Being Assessed: 01/28/2018 - 02/28/2018

Contract Number: W912P814D0019 W912PL18F0021 Business Sector & Sub-Sector: Nonsystems - Facilities Services

Contracting Office: W075 ENDIST LOS ANGELES Contracting Officer: JAMES M. COSTANTINO Phone Number: 213-452-3237

**Location of Work:**

Santa Barbara County, CA

Award Date: 01/28/2018 Effective Date: 01/28/2018

Completion Date: 02/28/2018 Estimated/Actual Completion Date: 02/11/2018

Total Dollar Value: \$2,378,575 Current Contract Dollar Value: \$2,378,575

Complexity: Medium Termination Type: None

Competition Type: Full and Open Competition after Exclusion of Sources Contract Type: Firm Fixed Price

**Key Subcontractors and Effort Performed:**

DUNS:

Effort:

DUNS:

Effort:

DUNS:

Effort:

**Project Number:**

**Project Title:**

Emergency Debris Removal, Toro Basins, Santa Barbara County, CA

**Contract Effort Description:**

Emergency debris removal from Toro Basins in Santa Barbara County. Contract included management, and safety, of equipment operations, coordinating and scheduling debris removal in an emergency environment. Types of debris included trees, mud, sediment, rocks of all sizes, and other miscellaneous debris. Contract also included asphalt pavement repairs.

**Small Business Subcontracting:**

Does this contract include a subcontracting plan? No

Date of last Individual Subcontracting Report (ISR) / Summary Subcontracting Report (SSR): N/A

Evaluation Areas	Past Rating	Rating
Quality:	N/A	Exceptional
Schedule:	N/A	Exceptional
Cost Control:	N/A	N/A
Management:	N/A	Exceptional
Small Business Subcontracting:	N/A	N/A
Regulatory Compliance:	N/A	N/A
Other Areas:		

FOR OFFICIAL USE ONLY



FOR OFFICIAL USE ONLY / SOURCE SELECTION INFORMATION - SEE FAR 2.101, 3.104, AND 42.1503

(1) SAFETY:	Exceptional
(2):	N/A
(3):	N/A

**Variance (Contract to Date):**

Current Cost Variance (%): Variance at Completion (%):

Current Schedule Variance (%):

**Assessing Official Comments:**

**QUALITY:** T.F.R. Enterprises, Inc. performed extremely well in an emergency environment. T.F.R. responded with less than 48 hours to the Governments need for assistance removing debris in the Santa Barbara County area, due to rains and flooding that occurred on January 8th, 2018. Contractor submitted comprehensive proposals for the work allowing negotiating and award to occur within 2 days of proposal request letter.

T.F.R. completed their work ahead of schedule and exceeded expectations for quality all while working around the clock, 24 hours per day, 7 days per week.

**SCHEDULE:** T.F.R. completed the debris removal approximately 2 weeks ahead of the scheduled completion date.

**MANAGEMENT:** T.F.R. Management met the Governments need for immediate response to the emergency debris mission in Santa Barbara County, CA. T.F.R. scheduled their crews to be onsite within 48 hours of award. Additionally T.F.R. managed crew shifts to work around the clock (24 hours a day, 7 days a week).

**OTHER AREAS: SAFETY:** While working very difficult schedules and around the clock hours, T.F.R. exceeded safety requirements to ensure safe working conditions. T.F.R. maintained an exemplary safety record on this project while working around the clock hours for multiple weeks with no loss time incidents, safety issues, or concerns.

**ADDITIONAL/OTHER:** T.F.R. responded quickly to the Governments initial requests. Their efforts contributed directly to the success of the Santa Barbara Floor Debris Removal Mission.

**RECOMMENDATION:**

Given what I know today about the contractor's ability to perform in accordance with this contract or order's most significant requirements, I would recommend them for similar requirements in the future.

**Name and Title of Assessing Official:**

Name: TRACY ECCLES

Title: Contracting Officer's Representative

Organization: US Army Corps of Engineers

Phone Number: 661-265-7222 \* 1245 Email Address: tracy.l.eccles@usace.army.mil

Date: 06/06/2018

**Contractor Comments:**

ADDITIONAL/OTHER: Contractor agrees with the ratings assigned.

CONCURRENCE: I concur with this evaluation.

**Name and Title of Contractor Representative:**

Name: Tiffany Jean

Title: Contract Administrator

Phone Number: 512-260-3322 Email Address: tiffany@tfrinc.com

Date: 06/07/2018

**Review by Reviewing Official:**

Review by Reviewing Official not required.

**Name and Title of Reviewing Official:**

Name:

FOR OFFICIAL USE ONLY

FOR OFFICIAL USE ONLY / SOURCE SELECTION INFORMATION - SEE FAR 2.101, 3.104, AND 42.1503

Title:

Organization:

Phone Number: Email Address:

Date:

FOR OFFICIAL USE ONLY

# Agenda Item 9A

**OFFICE OF THE MAYOR**  
Diane Veltri Bendekovic,  
Mayor

**PUBLIC WORKS DEPARTMENT**  
Edward J. Consaul,  
Director



**CITY COUNCIL**  
Lynn Stoner, President  
Mark Hyatt, Council President ProTem  
Jerry Fadgen  
Ron Jacobs  
Peter S. Tingom

Tipton F. Rowland  
TFR Enterprises, Inc.  
601 Leander Drive  
Leander, Texas 78641

Dear Mr. Rowland,

Please except this letter of recommendation from the City of Plantation, Florida. We would like to thank TFR Enterprises for their immediate response and your diligence with completing emergency debris removal within the time and scope of the terms of our contract. In 2017, Hurricane Irma devastated the city of Plantation, Florida. TFR Enterprises was successful with completing the debris removal and recovery efforts for our community.

Sincerely,

A handwritten signature in black ink, appearing to read "Steve L. Rodgers II".

Steve L. Rodgers II  
Assistant Director of Public Works  
City of Plantation, Florida



# OVERTON COUNTY GOVERNMENT



317 E. University Street, Suite 1 • Livingston, TN 38570  
Phone: (931) 823-5638 • Fax: (931) 823-9417 • E-mail: [overtonexec@twlakes.net](mailto:overtonexec@twlakes.net)

**Ben Danner**  
County Executive

May 26, 2015

Tipton Rowland  
TFR Enterprises, INC  
601 Leander Drive  
Leander, Texas 78641

Dear Tipton Rowland

Please accept this letter as a sincere expression of thanks for the excellent service that your company and staff provided to the citizens of Overton County in the removal of vegetative debris resulting from our January 2015 Ice Storm.

We appreciate the cooperation of your personnel throughout the project. The timeliness, diligent work and communication helped make this project successful. The professionalism displayed throughout the contract evidences the highest quality of service, machinery, and personnel.

Please feel free to have future clients contact myself or my staff for a recommendation of TFR Enterprises, INC and the services they provide.

Sincerely,

A handwritten signature in cursive script that reads "Ben Danner".

Ben Danner  
Overton County Executive



May 27, 2015

To Whom It May Concern:

**RE: TFR Enterprises**

TFR Enterprises was chosen as Putnam County's contractor for debris removal from the 2015 Ice Storm that hit our County. We were extremely pleased with the services provided by TFR. All of the employees were very professional, knowledgeable and did a great job. We had over 100,000 cubic yards of debris to remove and I did not have one complaint from the citizens concerning TFR. To me that is absolutely amazing!

I would highly recommend TFR Enterprises for Disaster Recovery and debris removal.

Sincerely,

Randy Porter  
County Executive



North Bay Village

Administrative Offices

1666 Kennedy Causeway, Suite 300, North Bay Village, FL 33141

Tel: (305) 756-7171 | Fax: (305) 756-7722 | Website: [www.nbvillage.com](http://www.nbvillage.com)

## **NORTH BAY VILLAGE** **MEMORANDUM**

**DATE:** June 22, 2018

**TO:** Marlen D. Martell, MPA, CFM  
Village Manager

**FROM:** Yvonne P. Hamilton, CMC  
Village Clerk

**SUBJECT:** RFP No. NBV 2018-003 – Disaster and Debris Management

---

At approximately 4:00 P.M. today, the Deputy Village Clerk Grace Mariot and I conducted the scheduled opening of the proposals submitted in response to the Village requests for proposals for Disaster and Debris Management Services. The following companies responded:

Name of Company

DRC Emergency Services  
500 South Australian Avenue  
Suite 600  
West Palm Beach, FL 33901

T.F.R. Enterprises, Inc.  
601 Leander Drive  
Leander, Texas 78641

Both companies were responsive to submitting the required number of bid documents.

Public Works Director Juan Valiente was in attendance.

The bidding opening adjourned at 4:08 P.M.

/yph

Attachments: Bid Packages

Mayor  
Connie Leon-Kreps

Vice Mayor  
Andreana Jackson

Commissioner  
Jose R. Alvarez

Commissioner  
Laura Cattabriga

Commissioner  
Eddie Lim





**RFP # 2018-003  
Disaster and Debris Management Services**

**1. PURPOSE**

North Bay Village (Village) is seeking proposals from qualified firms, hereinafter referred to as the Contractor or Debris Management Contractor (DMC), to provide Disaster and Debris Management Services, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP), RFP No. 2018-003.

The Village is seeking proposals to establish a pre-need, pre-event contract with a qualified and experienced emergency and debris management firm, herein after referred to as Contractor or Debris Management Contractor (DMC), to provide services to the Village during disaster or emergency events. Disasters include natural events such as hurricanes, tornadoes, windstorms, floods, and fires, as well as man-made events or emergencies such as civil unrest and terrorist attacks. In the event of a disaster or emergency, the DMC shall service the Village first and be on-call to provide all support services necessary to insure the safety and well-being of all residents and visitors to the Village. DMC may also be called upon throughout the year to render services to assist the Village with special needs and events other than full-scale disasters, as determined by the Village Manager. The Village retains the right to obtain similar services from additional contractors.

Services may include, but not be limited to, large-scale debris removal, separation, storage, processing and disposal; managing and operating Temporary Debris Management Sites (TDMSs); demolition and debris removal; solids and liquids handling and removal; hazardous waste handling; tree trimming, stump grinding and removal; marine salvage operations; waterway debris clearing; sand removal from roads, streets and rights-of-way; emergency berm construction; provision of ice, water and generators; project management assistance; and assistance with Federal and State reporting and reimbursement efforts.

The Village's expectation is that by hiring a professional Debris Management Contractor (DMC) to assist the Village in a disaster event, the Village is fully dependent and relying upon the professional expertise, training and experience of the DMC. The DMC shall be fully responsible to advise the Village on the do's and don'ts of the Stafford Act, Federal Emergency Management Administration (FEMA) procedures and/or other governmental regulatory agencies and insurance companies. DMC shall perform all work in compliance with such regulations, representing the Village to ensure maximum financial recovery.

DMC will work under the direction of the Village's Contract Manager. The Village Manager will issue the Notice to Proceed to start work and the notice to reduce resources and to end work. All payments under the contract resulting from this RFP shall be made only for services approved by the Contract Manager.

To be eligible for award of a contract in response to this RFP, the Proposer must demonstrate that it has successfully completed services, as specified in this solicitation and are normally and routinely engaged in performing such services, and are properly and legally licensed to perform such work. In addition, the Contractor must have no conflict of interest with regard to any other work performed by the Contractor for North Bay Village.



The selected firm must be experienced and knowledgeable in Federal Emergency Management Administration (FEMA) and Insurance reimbursement rules and procedures and must demonstrate such to the Village in its proposal and subsequent selection process presentations. The selected firm must also demonstrate experience and knowledge with state, local and federal environmental regulating and permitting agencies. The selected firm will be responsible for staying current with all FEMA and other agencies guidelines and regulations and will be responsible for advising the Village from beginning to end to ensure maximum financial recovery for the Village.

The Village shall issue a separate Request for Proposals, (RFP) for “Disaster/Debris Monitoring Services and Financial Recovery Assistance.” The proposer (Consultant/Debris Monitor Consultant) for “Disaster/Debris Monitoring Services and Financial Recovery Assistance” shall not be employed or affiliated with the proposer (Contractor/Debris Management Contractor) for “Disaster and Debris Management Services.” **Therefore, a proposer (including any employees or affiliated companies) can only submit a proposal for one of the two RFP’s.**

## 2. BACKGROUND

North Bay Village is a Village Manager/Commission form of government. It serves an area of approximately 1.5 square miles with an estimated population of approximately 8,949. North Bay Village is a three-island community (interconnected by Kennedy Causeway) in Biscayne Bay and situated in northeast Dade County, between the cities of Miami and Miami Beach. As per the 2010 US Census North Bay Village has 3,264 households. The Village’s fiscal year begins October 1 and ends September 30<sup>th</sup>. North Bay Village provides the following services to its residents:

- Law Enforcement including Dispatch Services
- Construction and maintenance of streets, sidewalks, storm drainage, and public parks
- Village planning, zoning, subdivision and building code regulation and enforcement
- Contracted Post Office facilities
- Tot Lot Playground
- Community Park
- Water, Sewer Storm Water, and Sanitation service
- Transportation Fund



North Bay Village was incorporated in 1945. Harbor Island and Treasure Islands were annexed several years later. Broadcast Key, also known as Cameo Island, was annexed in 1963. During its early years, North Bay Village was primarily a haven for winter residents. The Village became widely known for its popular restaurants and nightclubs, which attracted celebrities like Frank Sinatra and Judy Garland.

The majority of today's residents live here year-round. North Bay Village continues to be home to several of South Florida's most popular restaurants, as well as a variety of business enterprises, apartment buildings, condominiums and 394 single-family homes.

Located in the southeast region of the State, the Village may experience massive destruction from the impact of a hurricane landfall, violent storms spawning tornadoes, and other natural or manmade disasters or emergencies.

As a full-service community providing for the economic sustainability of business and residential life, efficient and effective recovery of debris is paramount following a disaster event. North Bay Village is a unique small community in the fact that it has its own Police Department as well as its own Public Works Department. The Public Works Department operates our owned water utilities, sewer utilities & sanitation, providing personalized services to our residents that most small communities these no longer provide in house rather they receive these services from the County. Since we perform mostly all of our public works services in house, we therefore, are faced with the high maintenance that comes along with these aging complex systems.

**The Village is seeking a highly experienced and highly qualified Disaster and Debris Management Contractor to protect the health, safety, and welfare of our community should disaster strike.**

### 3. DEFINITIONS

- 3.1. **Choke Point** means an inspection site where all trucks must pass.
- 3.2. **Clean As You Go Policy** means clearing all debris from each street or work zone on the first pass, whenever possible.
- 3.3. **Construction and Demolition Debris (C&D Debris)** means damaged components of buildings and structures such as lumber and wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and floor coverings, window coverings, plastic pipe, concrete, fully cured asphalt, heating, ventilation and air conditioning (HVAC) systems and their components, light fixtures, small consumer appliances, equipment, furnishings and fixtures that are a result of a disaster event. (Note: This definition of C&D is for disaster recovery purposes and is not the same definition commonly as found in Chapter 62-701, Florida Administrative Code.)
- 3.4. **Contract Manager** means the Village's representative duly authorized by the Village Manager to provide direction to the DMC regarding services provided pursuant to this RFP and resulting contract.
- 3.5. **Debris** means all forms of disaster-related debris, including Vegetative Debris, Mixed Debris, Solids and Liquids.



- 3.6. **Debris Management Contractor (DMC)** means the successful Proposer, whether a corporation, partnership, individual or any combination thereof, and its successors, personal representatives, executors, administrators and assignees.
- 3.7. **Debris Monitor** means the firm retained by the Village to monitor the DMC's activities pursuant to its contract with the Village and to ensure compliance with FEMA requirements.
- 3.8. **Drop-Off Site** means a site established for residents of the North Bay Village to drop off debris.
- 3.9. **Electronic Waste (E-Waste)** means loosely discarded, damaged, obsolete, or broken electrical or electronic devices including, but not limited to, computers, computer monitors, televisions, and microwaves.
- 3.10. **Eligible Debris** as determined by FEMA Section #325 Debris Management Guide and other applicable regulations means debris resulting from a Presidentially declared disaster whose removal, as determined by the Village Manager or his designee, is in the public interest because it is necessary to (1) eliminate immediate threats to life, public health and safety; (2) eliminate immediate threats of significant damage to improved public or private property; or (3) ensure economic recovery.
- 3.11. **Federal Aid Eligible Roads** means roads that are paved, gravel or dirt and are eligible for repair or replacement.
- 3.12. **FDEP** means the Florida Department of Environmental Protection.
- 3.13. **FDOT** means the Florida Department of Transportation.
- 3.14. **FEMA** means the Federal Emergency Management Administration.
- 3.15. **FFWC** means the Florida Fish and Wildlife Conservation Commission.
- 3.16. **FHWA** means the Federal Highway Administration.
- 3.17. **Global Positioning System (GPS)** means a global navigation satellite system that provides location and time information in all weather conditions, anywhere on or near the Earth, where there is an unobstructed line of sight to four or more GPS satellites.
- 3.18. **Hazardous Stump** means an uprooted tree or stump (i.e., 50% or more of the root ball is exposed) on a public right-of-way, improved public property or improved property owned by certain private nonprofit organizations, and the exposed root ball poses an immediate threat to life, public health and safety.
- 3.19. **Hazardous Waste** means materials and products from institutional, commercial, recreational, industrial, and agricultural sources that contain certain chemicals with one or more of the following characteristics, as defined by the U.S. Environmental Protection Agency: 1) toxic; 2) flammable; 3) corrosive; and/or 4) reactive, in accordance with Environmental Protection



Agency (EPA) Section for toxic, flammable, corrosive reaction Resource Conservation and Recovery Act (RCRA) Subtitle C 40 CFR Part 260.

- 3.20. **Household Hazardous Waste** means used or leftover contents of consumer products that contain chemicals with one or more of the following characteristics, as defined by the U.S. Environmental Protection Agency: 1) toxic; 2) flammable; 3) corrosive; and/or 4) reactive. Examples of Household Hazardous Waste include small quantities of normal household cleaning and maintenance products, latex and oil-based paint, cleaning solvents, gasoline, oils, swimming pool chemicals, pesticides, and propane gas cylinders in accordance with Environmental Protection Agency (EPA) Section for toxic, flammable, corrosive reaction Resource Conservation and Recovery Act (RCRA) Subtitle C 40 CFR Part 260.
- 3.21. **Mixed Debris** means a mixture of various types of debris including, but not limited to, C&D Debris, White Goods, E-Waste, Household Hazardous Waste, metals, abandoned vehicles, tires, solids, liquids, etc.
- 3.22. **Liquid Debris** means containers of petroleum based liquids, solvents, chemicals, etc.
- 3.23. **Notice to Proceed** means the written notice given by the Village Manager (or designee) to the DMC of the date and time for work to start.
- 3.24. **NRCS** means Natural Resources Conservation Service.
- 3.25. **OSHA** means the U.S. Department of Labor's Occupational Safety and Health Administration.
- 3.26. **Project Manager** means the DMC's representative authorized to make and execute decisions on behalf of the DMC.
- 3.27. **Temporary Debris Management Site (TDMS)** means a location where debris is temporarily stored, reduced, segregated, and/or processed prior to final disposal.
- 3.28. **Vegetative Debris** means clean, woody debris and other organic materials that can be chipped and mulched.
- 3.29. **White Goods** means all appliances; including, but not limited to, refrigerators, freezers, stoves, washers, dryers and HVAC units.

#### 4. GENERAL REQUIREMENTS

- 4.1. DMC shall supply all labor, supervision, materials, equipment, facilities, power, communications, provisions, and other services and supplies necessary for, or incidental to, the performance of debris removal and disposal services as described in this RFP, in accordance with all laws, regulations and FEMA requirements. Any and all services provided by DMC and labor, materials and equipment used by DMC, and its subcontractors, must comply fully with all Federal, State and local laws, regulations and guidance.



- 4.2. DMC shall submit with its response to this RFP an operational plan to demonstrate compliance with the bid specifications.
- 4.3. DMC shall disclose current and future debris management contractual obligations within the State of Florida with their proposal and annually thereafter throughout the term of the contract to provide reasonable assurance that such obligations will not preclude DMC from meeting its obligations under this contract. Such disclosure shall be provided in report form listing the number of accounts individually, by population served, and percentage of DMC available resources committed to these other accounts. Report will also indicate available resources dedicated to North Bay Village. The expectation is that in the event of a disaster, DMC shall service the North Bay Village first.
- 4.4. DMC shall not accept, solicit, or contract any local work (within Miami-Dade County not currently under contract) with other governments, private businesses, homeowners, or others while actively performing debris management services for North Bay Village during an emergency event, without the express written consent from the Village.
- 4.5. DMC's Project Manager or a higher ranking decision-making designee shall be physically present at the Village's Emergency Operations Center within twenty-four (24) hours after the thirty-six (36)-hour hurricane warning is issued. DMC's duties shall include, but are not limited to, assisting in the impact assessment and required resources; assessing damage; coordinating helicopter survey; preparing for first push; ordering and staging equipment and supplies; coordinating the opening of TDMSs; and assisting in coordinating the action plan to be operational in the first twenty-four (24) hours.
- 4.6. DMC shall commence debris management services within twenty-four (24) hours of issuance of Notice to Proceed. DMC shall mobilize a minimum of fifty percent (50%) of the required resources within forty-eight (48) hours of issuance of Notice to Proceed and one hundred percent (100%) of the required resources within ninety-six (96) hours. The Village may issue Notice to Proceed twenty-four (24) to forty-eight (48) hours prior to a storm event, depending upon the magnitude of the event, in order to allow sufficient time to prepare for commencement of operations.
- 4.7. DMC shall provide a Clean As You Go Policy and supervise and enforce such policy during debris management operations.
- 4.8. DMC shall provide the following annual services at the DMC's expense:
  - 4.8.1.1. DMC shall attend and participate in an annual meeting with the Village, usually held in May.
  - 4.8.1.2. DMC shall prepare and present a written plan of operations, including a clear description of the percentage of work DMC may subcontract out and a list of subcontractors, at an annual meeting with the Village.
  - 4.8.1.3. Upon request, DMC shall annually review and visit, with Village staff, the TDMS(s) to be used during the coming year.
  - 4.8.1.4. DMC shall provide phone consultations and reference information to Village staff upon request.





- 4.9. DMC shall notify the Village within twenty-four (24) hours of any Notices of Violation or other notice of any legal or regulatory actions taken against DMC or its subcontractors while conducting work within the scope of this contract. DMC shall be responsible for responding to and completing any corrective action necessary in response to such notice, and for any fines resulting from any violations of Federal, State or local laws or regulations.
- 4.10. DMC shall be paid for any special tasks requested by the Village and as agreed to by DMC and the Village based on the hourly rate schedule contained herein.
- 4.11. To the extent required by applicable federal and state regulations, the Village must approve all of DMC's subcontractors prior to their providing service. DMC shall not use a subcontractor or material supplier to whom the Village reasonably objects. DMC shall supply the Village, as part of the annual plan of operations, a list of local individuals and firms under contract. All debris management subcontractors shall work for the DMC rather than the Village. All subcontractors will operate in strict accord with local, State, and Federal laws governing the type of work to be performed.
- 4.12. DMC agrees to hire or contract with willing local individuals and firms to provide labor and equipment for emergency services and to give local firms working within the Village and/or Miami-Dade County the first opportunity when awarding subcontracted work.
- 4.13. DMC agrees to provide all required documentation with supporting backup information as required by Federal, State and Local agencies for the reimbursement of Village expenses associated with any emergency event in addition to those specified in Section 9, "Documentation Management and Support".

## 5. DEBRIS REMOVAL

DMC shall provide debris collection and removal activities including, but not limited to, the following types of tasks:

- 5.1. **FEMA Compliance** – DMC shall work closely with the Village's Debris Monitor to ensure that all work is FEMA-compliant and all documentation is properly obtained, including GPS coordinates and photos. DMC's failure to utilize federally-approved documentation while performing work may result in nonpayment of services to the DMC by the Village.
- 5.2. **Emergency Road Clearance** – Immediately following a disaster, it may be necessary for DMC to cut, toss and/or push debris from primary transportation routes as identified and directed by the Village. Payment under this item will be on an hourly basis for Labor and Equipment as listed under Section B and C on the **Proposal Form (Attachment B)**. This hourly work will only be conducted for the first seventy (70) hours only unless otherwise agreed in writing.
- 5.3. **Debris Removal from Public Rights-of-Way** – As identified and directed by the Village, DMC shall provide all labor, services, equipment, materials, and supplies necessary to collect Vegetative Debris and Mixed Debris from the Village rights-of-way and public property. DMC shall provide debris collection in a systematic manner. DMC shall haul all debris to



designated TDMSs or other temporary staging areas, disposal sites, or recycling centers, as determined by the Contract Manager. DMC shall segregate all debris to the extent practical. Vegetative Debris and other natural materials that can be chipped, mulched, burned and disposed of in some other similar manner and shall be handled separately from Mixed Debris.

- 5.4. **Demolition of Structures, Debris Removal from Private and Publicly Owned Property** – Should an imminent threat to life, safety and health to the general public be present on private property (right-of-entry program) or publicly owned property other than rights-of-way, DMC, as directed by the Village, shall demolish structures and remove and relocate the debris to the public rights-of-way. This service shall commence upon receipt of the completed right-of-entry forms, hold harmless agreements, non-duplication agreements, and an address-specific Notice to Proceed, and subsequent approval of such Notice to Proceed by the Village. DMC shall place all debris collected through this process in the public right-of-way, where the above Scope of Services (Debris Removal from Public Rights-of-Way) shall commence. DMC shall obtain three (3) written quotes for such work and select a subcontractor upon approval by the Village’s Contract Manager.
- 5.5. **Stump Removal, Backfill and Haul** – As identified and directed by the Village, DMC shall remove Hazardous Stumps, haul each stump to a TDMS or other designated site and backfill each stump hole with compatible material as determined by the Village and DMC. Each stump shall be inspected by Village and DMC inspectors and documented as to the appropriate size and payment category. Payment for stumps with a diameter of twenty-four (24) inches or less (as measured two feet from the ground) will be included in the cubic yard price for debris removal. Stumps with a diameter of greater than twenty-four (24) inches will be paid at a separate cubic yard price based on the Stump Conversion Table in **FEMA DAP9523.11, Hazardous Stump Extraction and Removal Eligibility**, dated May 2007, or any subsequent edition. All stumps that are in the public rights-of-way but not in the ground shall be picked up, transported to a TDMS or other designated site, and included in the overall cubic yard price for debris removal. DMC shall provide and transmit photographs and GPS coordinates of questionable debris or trees or stumps to the Contract Manager to obtain Village or FEMA review and approval.
- 5.6. **Leaning Trees and Hanging Limbs** – DMC shall trim, cut and/or fell leaning trees (leaners) and/or hanging limbs (hangers) only upon prior written consent of the Contract Manager. Each tree and limb shall then be placed in the public right-of-way where such debris shall be removed and included in the overall cubic yard price for debris removal. A fallen tree that extends onto the public right-of-way from private property shall be cut at the point where it enters the right-of-way, and that part of the debris which lies within the right-of-way shall be removed.
- 5.7. **Multiple Schedule Pass** – DMC shall make as many passes as necessary, unless otherwise directed by the Contract Manager, to collect all Vegetative Debris and Mixed Debris set out by residents for collection within the rights-of-way from both sides of the roadway. DMC shall not move from one designated work area to another designated work area without approval from the Debris Monitor or Contract Manager.



- 5.8. **Removal from Waterways and Drainage Systems** – DMC shall remove storm-generated debris from waterways and drainage systems, including drainage canals, retention areas, creeks and ditches.
- 5.9. **Security of Debris during Hauling** – DMC shall secure debris on/in each vehicle or piece of equipment utilized to haul debris. Prior to leaving the loading sites, DMC shall ensure that each load is secure and trimmed so that no debris extends horizontally beyond the bed of the equipment in any direction. All loose debris shall be reasonably compacted and secured during transport in accordance with FDOT guidelines. As required, DMC will survey the primary routes used by DMC for debris hauling as soon as possible after the transport and will recover fallen or blown debris from the roadways.
- 5.10. **Damage by DMC** – DMC shall restore and/or repair, at DMC’s expense, all damaged infrastructure (curbs, sidewalks, water meters, utility lines, etc.) if the damage is caused by DMC’s activities. DMC is responsible for the preservation of all public and private property including turf, landscaping, sidewalks, curbs, fences, driveways and sprinkler heads and valves. If any direct or indirect damage occurs to public or private property, on account of any act, omission, neglect or misconduct in the execution of the work on the part of DMC, such property shall be restored by DMC at its expense to a condition similar or equal to that existing before such damage or injury, or DMC shall repair such damage in a manner acceptable to the Contract Manager. DMC shall respond to complaints immediately or within twenty-four (24) hours and repair any damage within the timeframe established by the Village. In the event DMC fails to respond in a timely manner, the Village may respond and perform damage repairs as necessary and all costs for labor, equipment and supplies shall be deducted from the DMC’s invoice. Additionally, DMC’s continuous and repetitive incidents of “failure to respond” as contracted may be considered cause to cancel this contract.
- 5.11. **Eligibility of Debris** – The Contract Manager or Debris Monitor will have load site monitors stationed at designated Choke Points. The Contract Manager or Debris Monitor will also have roving monitors that will observe DMC operations to ensure that only Eligible Debris, as determined by FEMA regulations, is removed from the specified locations as designated. Each truck that is observed picking up material outside of the designated rights-of way or assigned work zone, or material that is classified as ineligible, will have all loads hauled that day deducted and the load tickets invalidated. DMC shall be responsible for any hauling, processing and disposal costs charged to the Village by that truck during that day.
- 5.12. **Onsite Chipping** – In areas not accessible by debris removal equipment and as directed by the Contract Manager, DMC will chip limbs, branches, foliage, etc., onsite using a hand-fed chipper. DMC will collect chipped and other tree debris immediately following completion of the chipping and haul the mulch or chipped debris to a final disposal site as determined by the Contract Manager.
- 5.13. **Interference with Disaster Recovery Efforts** – DMC shall conduct its work so as not to interfere with the disaster response and recovery activities of Federal, State and local government or agencies, or of any public utilities.
- 5.14. **Accumulation of Debris** – No debris shall be allowed to accumulate or be stored on public property or private property at any time without proper authorization from the Contract



Manager. Under no circumstances shall the accumulation of brush, limbs, cut trunks, logs, or other debris be allowed on a public right-of way in such a manner as to result in a hazard to the public.

- 5.15. **Monitoring of DMC Removal Activities** – The Contract Manager and Debris Monitor will monitor all DMC operations. DMC is expected to work closely with the Debris Monitor and has the responsibility to follow FEMA procedural protocol and guidelines, obtaining all required documentation during the performance of work. Each truck driver will be given a load ticket that validates where the material originated. The quantity of debris hauled will be estimated at the TDMSs by the Village or Debris Monitor. The estimated quantity will be recorded on the load ticket and a copy of the load ticket will be given to the truck driver.



## 6. TEMPORARY DEBRIS STORAGE AND REDUCTION (TDSR) SITES

- 6.1. The TDMS location(s) identified by the Village for use in 2018-2019 shall be determined at the time of the emergency by Miami Dade County. DMC and the Village will annually review these and any alternate sites for debris management to identify the TDMSs for use during each year of this contract. TDMSs shall be for the exclusive use of the North Bay Village.
- 6.2. DMC shall be prepared to establish additional TDMSs as deemed necessary by the Village to ensure an adequate number of TDMSs for the amount and location of debris. DMC will be responsible for obtaining necessary permits and conducting the required environmental investigations and documentation.
- 6.3. DMC shall have TDMSs ready to open and receive debris within twenty-four (24) to thirty-six (36) hours of notification by the Contract Manager. TDMSs will be activated on an "as needed" basis. In the event that no Village TDMSs are opened, DMC shall transport debris directly to a disposal facility identified by the Village.
- 6.4. DMC will thoroughly videotape and/or photograph each TDMS before any activities begin, and will periodically update video and photographic documentation to track site evolution and will retain all recorded documentation to be made available upon request by the Village which documentations shall be separated by date of recording.
- 6.5. DMC shall provide all equipment and personnel to manage, maintain, and operate the TDMSs. The number of active sites will be determined by the Contract Manager and/or Debris Monitor based on the severity of the disaster. The Contract Manager will provide access and authorization to DMC to operate on the designated TDMSs, including all information in the Contract Manager's possession regarding the sites that is necessary for successful operation. Pre-event planning information shall be included in the annual plan of operations.
- 6.6. DMC will provide a site operations plan for review and approval by the Contract Manager prior to beginning work. At a minimum, the plan will address the following:
  - 6.6.1.1. Access to the site.
  - 6.6.1.2. Site management, to include point of contact, organizational chart, etc.
  - 6.6.1.3. Traffic control procedures.
  - 6.6.1.4. Site security.
  - 6.6.1.5. Site safety.
  - 6.6.1.6. Site layout/segregation plan.
  - 6.6.1.7. Environmental mitigation plan, including considerations for smoke, dust, noise, traffic, buffer zones, and storm water run-off as appropriate.
- 6.7. DMC will be responsible for preparing each TDMS to accept debris including, but not limited to, any site work and materials necessary to build and maintain stabilized roads for ingress or egress or any roads throughout the site; construction of two (2) roofed inspection towers (one for incoming vehicles and one for outgoing vehicles) of sufficient height and design for a



- minimum of three (3) inspectors; any environmental requirements such as wind-born debris control fencing, silt fencing or water retention berms; construction of an area for an office trailer and parking; and any other items necessary for site operations and management. DMC will be responsible for providing portable sanitary facilities and sewage treatment; potable water, fuel, and electricity and other utilities at the TDMSs. DMC shall provide utility clearances as appropriate.
- 6.8. DMC shall be responsible for installing site security measures and maintaining security for operations at the site.
  - 6.9. DMC shall process Vegetative Debris and Mixed Debris delivered to TDMSs on a daily basis. Prior to processing, all debris shall be segregated between Vegetative Debris, C&D Debris, White Goods, E-Waste, Hazardous Waste, and other Mixed Debris so as to maximize recovery and recycling efforts with Village approval. Processing may include, but is not limited to, reduction by tub grinding, air curtain incineration when approved, or other alternate methods of reduction such as compaction. The Contract Manager will determine the method to be used based on environmental and operational considerations. Incineration is not a preferred method of debris reduction for the Village and therefore, will not be used.
  - 6.10. DMC shall chip/grind Vegetative Debris within forty-eight (48) hours of receipt at a TDMS. Chips/mulch should be stored in piles no higher than fifteen (15) feet and meet all local regulations and laws. No more than seven (7) days of chipped debris shall remain on the ground at a TDMS.
  - 6.11. DMC shall ensure that every load entering or leaving the TDMSs is inspected by the Village's Debris Monitor and that proper documentation is completed, including a load ticket, to verify and document the contents and cubic yards.
  - 6.12. DMC shall be responsible for proper handling, storage, and disposal of any Hazardous Waste brought to the TDMSs in accordance with Federal, State, and local laws and regulations. DMC shall provide a suitable area at each TDMS to accommodate all Hazardous Waste. The area shall be lined with impervious material surrounded with berms or other containment structures to contain any potential leakage. There will be no water run-offs or leakage from the TDMS site.
  - 6.13. DMC shall be responsible for transporting and disposing of all materials received and processed at the TDMSs in accordance with all applicable Federal, State and local laws and regulations. DMC shall be responsible for locating disposal sites in the best interest of the Village and present such sites to the Village for review. DMC shall obtain, on behalf of the Village, and shall provide the Village with a written contract for each disposal site. The Village shall direct waste flow and approve all disposal sites prior to use. DMC shall be responsible for documenting cubic yardage or tonnage and tip fee rates without mark-up for reimbursement. Tipping fees should **not** be included in the prices listed on the "**Proposal Form**" (**Attachment B**). The Contractor will be reimbursed for receipted cost of the tipping fee. Any fee/cost levied as a result of non-compliance with any requirement of the contract





documents or those of the disposal facility shall be endured by the Contractor at no additional cost to the Village.

- 6.14. DMC shall reclaim each TDMS to its pre-use condition within thirty (30) calendar days of receiving the last load of disaster-related debris. Closure shall include, but not be limited to, removal of all equipment and debris, grading the site to historical conditions, seeding and mulching of exposed areas, repairing irrigation fences and roads, and removing all remnants from the processing operation (such as temporary toilets, observation towers, security fence, etc.). The site will be restored in accordance with all local and contractual requirements.

## 7. RESIDENTIAL DROP-OFF SITES

The Village may elect to open a number of Drop-Off Sites to allow Village residents to drop off debris. In the event such sites are utilized, DMC shall be responsible for managing debris at the sites including, but not limited to, providing equipment to manage debris piles, loading debris for transport, hauling debris to a TDMS or other designated site, and restoring the site to its pre-use condition. No reduction activities will be permitted at the Drop-Off Sites.

## 8. ADDITIONAL SERVICES

DMC may be requested to perform the services detailed below:

- 8.1. **Marine Debris Removal** – DMC shall clear canals and waterways of debris and fallen trees as identified and directed by the Village in writing. DMC shall obtain three (3) quotes for such work and select a subcontractor upon approval by the Village’s Contract Manager. DMC shall ensure all work is eligible and documented in compliance with FEMA or NRCS requirements for reimbursement.
- 8.2. **Removal of Vehicles and Vessels** – DMC, as directed by the Village, shall remove vehicles and vessels from land and waterways. DMC shall obtain three (3) quotes for such work and select a subcontractor upon approval by the Village’s Contract Manager.
- 8.3. **Dead Animal Carcasses** – DMC shall collect, transport and dispose of dead animal carcasses including, but not limited to, dead livestock, poultry and large animals, in any permissible manner consistent with Federal, State and local laws and regulations.
- 8.4. **White Goods** – DMC should expect to encounter White Goods available for disposal. DMC shall remove and recover Freon from any White Goods, such as refrigerators, freezers or air conditioners, in accordance with applicable regulations. DMC shall recycle all eligible White Goods in accordance with all Federal, State and local laws and regulations. White Goods may be transported to a storage area before decontamination as long as Freon is not released during the removal, hauling or recycling.
- 8.5. **E-Waste** – DMC shall remove, haul and recycle in any permissible manner consistent with Federal, State and local laws and regulations, E-Waste from public property and rights-of-way.



- 8.6. **Emergency Potable Water** – DMC shall provide the Village with whole pallets of individually bottled drinking water. Pallets shall hold cases of sixteen (16) ounce bottles delivered, in cases of twenty-four (24) bottles, on pallets in trailer truck load quantities. The Village will instruct DMC as to the number of pallets needed, location(s) for delivery, and schedule for delivery. Multiple deliveries may be necessary.
- 8.7. **Emergency Ice** – DMC shall provide the Village with whole pallets of cubed ice made from potable water in individually packaged bags between five (5) and ten (10) pounds. The Village will instruct DMC as to the number of pallets needed, location(s) for delivery, and schedule for delivery. Multiple deliveries may be necessary and the delivery vehicle may be required to stay with the ice for several days.
- 8.8. **Other Services as Requested** – DMC shall also provide other related services as requested by the Village.

## 9. DOCUMENTATION MANAGEMENT AND SUPPORT

DMC shall provide data management and support to the Village during the emergency recovery effort including, but not limited to, the following:

- 9.1. DMC shall utilize load tickets provided by the Debris Monitor to track and document the removal and management of Eligible Debris. DMC shall ensure that load tickets meet the requirements of FEMA and other Federal, State, or local reimbursement agencies.
- 9.2. Each load ticket shall contain the following information:
  - 9.2.1.1. Prime Contractor name.
  - 9.2.1.2. Village contract/Disaster number.
  - 9.2.1.3. Load ticket number.
  - 9.2.1.4. Sub-Contractor name.
  - 9.2.1.5. Truck Driver name.
  - 9.2.1.6. Date and time of pick up.
  - 9.2.1.7. Date and time of delivery.
  - 9.2.1.8. Pick up location (street address or primary street between specific area).
  - 9.2.1.9. Loading Zone Number
  - 9.2.1.10. Debris Clearing Cycle (Push, First Pass, Second Pass, Third Pass, etc.)
  - 9.2.1.11. Truck ID number and capacity.
  - 9.2.1.12. Total cubic yards picked up.
  - 9.2.1.13. Debris classification (Vegetative, White Goods, C&D, Mulch, Stump, etc.)
  - 9.2.1.14. Delivery site.
  - 9.2.1.15. Load Monitor Printed Name and Signature.
  - 9.2.1.16. Dump Monitor Printed Name and Signature.
  - 9.2.1.17. GPS.
  - 9.2.1.18. Photographic documentation
- 9.3. Load tickets will be issued by the Debris Monitor or Village personnel prior to departure from the loading site or upon arrival at the debris staging area. The Debris Monitor/Village will keep two (2) copies of the load ticket and the vehicle operator will retain the remaining



- copies for DMC's records. DMC will scan all load tickets. DMC shall provide scanned copies of all load tickets, as well as a spreadsheet itemizing all load tickets, every thirty (30) days or more frequently as requested by the Contract Manager.
- 9.4. DMC shall supply certification placards meeting FEMA requirements and place such placards on its vehicles. Placard shall also include the wording "North Bay Village Emergency Debris Contractor" and the DMC's name.
  - 9.5. DMC shall have a system for clearly tracking and documenting all its costs associated with work conducted pursuant to this contract, identifying expenditures eligible for reimbursement, and maintaining documentation of the recovery process.
  - 9.6. DMC will work closely with the Village and applicable Federal, State and local agencies to ensure that the Village's emergency recovery procedures and data documentation for Eligible Debris meet the requirements of the reimbursement agencies. DMC shall provide to the Village all records, disposal tickets, field inspection reports and other data necessary to adequately document recovery services and provide sufficient substantiation for Federal and State reimbursement applications. DMC shall provide hard copies and electronic scanned documents with an itemized spreadsheet. DMC shall assist the Village in preparing Federal and State reports and applications for reimbursement, including training agency/department employees. DMC shall review all reimbursement applications prepared by the Village or Debris Monitor prior to submittal for sufficiency in meeting the reimbursement requirements of these organizations and notify the Village or Debris Monitor of any recommended changes, corrections, alterations or deletions. DMC shall assist, as directed by the Village, in responding to Federal and State agency requests for additional information and in negotiations with Federal and State officials. DMC shall retain all documentation and records for a minimum of ten (10) years.
  - 9.7. DMC shall reconcile any discrepancies between the Debris Monitor's daily report and the corresponding load tickets within forty-eight (48) hours.
  - 9.8. DMC shall provide documentation for all items salvaged or recycled. Documentation shall include identification of material type, quantity; location material is accepted for salvage or recycling, and the value of the salvaged or recycled material. DMC shall provide the value of the salvaged or recycled material back to the Village as a reimbursement credit back to FEMA, as required by FEMA. The value of the material will be defined as the value of the material as paid to DMC by the entity accepting the material for salvage or recycling.

## **10. STAFF AND EQUIPMENT REQUIREMENTS**

- 10.1. DMC shall have a professional staff with the knowledge, skills and training to manage the disaster recovery process efficiently and effectively. Extensive knowledge of FEMA, FHWA, NRCS, FDOT, FDEP, FFWC and other applicable Federal, State or local agency regulations and policies is required.
- 10.2. DMC shall ensure that its work force, including subcontractors, maintains self-sufficiency related to fuel, vehicle repair/maintenance, housing, sanitation, food, and related accommodations in a manner that is consistent with local requirements and minimizing



- adverse effects on the community. Employee overnight camping must be approved by the Contract Manager.
- 10.3. DMC shall employ a Project Manager and an Operations Manager, both fluent in English, Spanish and Creole who shall be accessible and shall have full authority to act on behalf of DMC and to address and resolve issues that may arise during the course of the work. All communications given to the Project Manager or Operations Manager in writing by the Contract Manager shall be as binding as if given to DMC. The Village expects the DMC to dedicate key employees to this contract for a minimum period of one year in order to fully understand the scope and responsibilities as a first responder. Generally, in preparation of the annual plan of operations, substitution of key employees should commence at the annual meeting in May.
  - 10.4. The Operations Manager shall be on call twenty-four (24) hours per day, seven (7) days per week, and shall be available by cell phone. In the event normal communication (telephone, cell phone, radio, etc.) is unavailable, DMC shall provide its Project Manager and Operations Manager with a reliable means of communication (satellite radio, satellite telephone, etc.) with the Village.
  - 10.5. DMC's Operations Manager shall coordinate daily with the Contract Manager and Debris Monitor, and shall comply with all directions and guidance provided by Federal or State representatives.
  - 10.6. DMC shall attend any and all meetings required by the Contract Manager to evaluate the debris removal and disposal operations.
  - 10.7. All equipment and equipment operators used in the performance of this contract must be in compliance with all applicable Federal, State, and local rules and regulations.
  - 10.8. Prior to start of work, DMC shall submit, electronically and in hardcopy to the Village and Debris Monitor, certification indicating the type of vehicle; make; model; license plate number; DMC equipment number; measured maximum volume, in cubic yards, of the load bed of each piece of equipment to be utilized to transport debris; and any other information necessary to comply with Federal or State requirements. The measured volume shall be calculated from actual physical measurement performed by DMC and the reported volume shall be the same as shown on the signs affixed to each piece of equipment. DMC and Debris Monitor or Contract Manager shall jointly measure the volume of each piece of equipment calculated from actual interior bed measurements.
  - 10.9. Per **FEMA Recovery Policy RP9523.12**, mechanically loaded vehicles are preferred for debris removal. Hand-loaded vehicles are prohibited unless pre-authorized, in writing, by the Contract Manager or Debris Monitor. The observed capacity of all hand-loaded trucks and trailers shall be reduced by fifty percent (50%) to account for low compaction.
  - 10.10. All trucks and trailers utilized in transporting debris shall have a tailgate that will permit the vehicle to be loaded to capacity and effectively contain the debris while in transport. All trucks and trailers should be capable of rapidly dumping its load without the assistance of other equipment. Subject to approval by the Village, sideboards or other extensions to the bed



- are allowed provided they meet all applicable rules and regulations and are constructed to withstand severe operating conditions. Vehicles must be re-measured and re-marked if sideboards or extensions are removed or if the vehicle is similarly altered. Vehicle load tarps may be required before the recovery period is complete.
- 10.11. Equipment used under this contract shall be rubber-tired and sized properly to fit loading conditions. Excessively sized equipment (100 cubic yards and up) or non-rubber-tired equipment must be approved for use on the road by the Contract Manager or Debris Monitor.
  - 10.12. All equipment used in the performance of this contract shall be in good operating condition. All equipment, including but not limited to grinding equipment, generators, light towers, etc., shall be equipped with a properly functioning accurate hour meter.
  - 10.13. Trucks or equipment designated for use under this contract shall not be used for any other work during the working hours of this contract. DMC shall not solicit work from private citizens or others to be performed in the designated work area during the period of this contract. Under no circumstances will DMC mix debris hauled for others with debris hauled under this contract. DMC and subcontracted employees are strictly prohibited from engaging in scavenging.
  - 10.14. DMC shall be responsible for obtaining sites to stage equipment, such as trucks, when not in use.

## 11. REPORTING

DMC shall submit periodic, written reports, in a format required by the Village, documenting the progress of debris removal and disposal. These reports shall include, but are not limited to, the following:

- 11.1. **Daily Reports** – DMC shall make daily reports to the Village to detail the progress of debris removal and disposal operations. Such reports shall include (1) a description of all areas where work was done, detailing street names and address blocks where debris removal was completed during each pass; (2) types and volumes of debris transported, reduced and disposed; (3) the number of trucks, other equipment and personnel utilized that day; (4) other operational and complaint tracking information as requested by the Village; (5) weather conditions must be included; and (6) photographic documentation of the pick-up site. The format of the reports shall be developed during the pre-event planning and coordination phase.
- 11.2. **Weekly Summaries** – DMC shall submit, within two days of the close of the week, a summary of all information contained in the daily reports as described above. At the request of the Village, the data making up the weekly summaries shall also be submitted in electronic format, utilizing Microsoft Excel or Access. The submitted electronic weekly data will include DMC or subcontractor name, load ticket number, load date, load location, truck yardage, percent full, calculated yardage (or weight if applicable), field monitor name/number, TDMS, tower monitor name, debris materials categorization, location of collection (e.g., ROW), etc.



- 11.3. **Damage Reports** - DMC shall notify the Contract Manager, on a daily basis, of any significant damage to public or private property or major problems, such as equipment failure or loss of qualified labor.
- 11.4. **Data Reconciliation** – Reconciliation of data will be accomplished weekly between DMC and the Contract Manager or Debris Monitor. All discrepancies will be resolved within five (5) days.
- 11.5. **Final Project Closeout** – Within thirty (30) days of final inspection and/or closeout of the project by the Village, DMC shall prepare and submit a detailed description of all debris management activities in an electronic spreadsheet, to include, but not limited to, the total volume by type of debris hauled, reduced and/or disposed; final disposal locations and amounts of the debris delivered to each; and the total cost of the project invoiced to the Village. DMC shall provide, upon request of the Village and/or no later than project closeout, a release of liens demonstrating that all subcontractors to DMC have been fully paid. DMC will provide any other additional information as may be necessary to adequately document the conduct of the debris management operations for the Village. Final project reconciliation must be approved by the Village.
- 11.6. **Report Maintenance** – DMC will be subject to audit by Federal, State and local agencies. DMC shall maintain all reports, records, debris reporting tickets and correspondence related to this contract for a period of not less than ten (10) years.

## 12. OTHER OPERATIONAL CONSIDERATIONS

- 12.1. **Inspection** – All emergency debris shall be subject to inspection by the Debris Monitor, Contract Manager, or any public authority in accordance with generally accepted standards to insure compliance with the contract and applicable Federal, State and local laws and regulations. DMC shall, at all times, provide the Debris Monitor and Village access to all work sites, TDMSs and disposal areas.
- 12.2. **Working Hours** – Unless otherwise approved by the Village, all activity associated with gathering, loading and hauling debris shall be performed during visible daylight hours. DMC may work during these hours seven (7) days per week, including holidays. With Village approval, debris reduction activities at the TDMSs may take place twenty-four (24) hours per day, seven (7) days per week if DMC deems it necessary and safe. DMC shall mandate employee rest breaks and meal time when hourly rates apply and such time shall be posted on invoice. It is expected that DMC shall work daily until project completion. Holiday leave and TDMS closure may be authorized based on operational needs and with Village approval. DMC shall be responsible to coordinate with the Contract Manager in the event weather conditions delay or modify the daily schedule.
- 12.3. **Traffic Control** – DMC shall mitigate the impact of its operations on local traffic to the fullest extent practicable. DMC is responsible for establishing and maintaining appropriate traffic controls in all work areas, including TDMSs. DMC shall provide sufficient signage, flags, barricades and appropriate public safety personnel to ensure the safety of vehicular and pedestrian traffic in all work areas. DMC shall coordinate with local police authorities as required.





## 13. TECHNICAL ASSISTANCE

DMC may be requested by the Village to provide technical expertise and guidance to support the Village during the emergency recovery effort including, but not limited to, the following:

- 13.1. Assisting in emergency debris recovery planning efforts such as disaster recovery plan development and identification of adequate TDMSs and other resources.
- 13.2. Assisting in determining and assessing the impact and magnitude of the emergency event before federal assistance is requested, identifying damaged locations and facilities, assessing and preparing initial estimates of debris volumes, distinguishing between pre-emergency damage and emergency-generated damage, documenting eligible costs, and describing the physical and financial impact of the emergency.
- 13.3. Providing training sessions for key Village personnel.
- 13.4. Assisting with developing, producing or distributing public information.

## 14. PRICING

Bidder shall provide all-inclusive unit prices that include supplying all equipment, tools, and labor necessary to perform the duties described in the bid item. The documentation and recovery process, including plan development, mobilization, demobilization, record keeping and quality control shall be included in the prices. Disposal costs must be documented and shall be pass-through costs to the Village without markup by the Contractor. Prices must be provided for bid items or Bidder may be deemed non-responsive. The Village reserves the right to select the services required under this Bid as allowed by Village Charter and Code.

- 14.1. Bid prices assume the distance between the pickup location and TDSR Site. Invoices to be paid based on incoming load tickets
- 14.2. Bid prices assume the distance between the TDSR Site or other designated location and final disposal site. Invoices to be paid based on outgoing load tickets.
- 14.3. Contractor will pay disposal fee, if applicable, at final disposal site(s) and bill the Village at cost. Contractor will likewise reimburse Village for any revenue received for salvaged or recycled materials.
- 14.4. Only for stumps requiring extraction from rights-of-way, including backfill, etc. to be priced using **Stump Conversion Table and Hazardous Stump Worksheet in FEMA Disaster Assistance Policy (DAP) 9523.11** dated May 15, 2007, or any subsequent edition.
- 14.5. In addition, the Bidder shall provide hourly labor and equipment rates for the items listed in **Attachment B "Proposal Form"**.

## 15. CONTRACT PERIOD

The initial contract term shall commence upon date of award by the Village and shall expire three (3) years from that date. The Village reserves the right to extend the contract for two (2), additional three-year terms, providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the Village in writing.



## **16. INVOICES**

The Contractor should submit regular invoices for no more than 30-day periods. Invoice format and documentation should be acceptable for FEMA reimbursement. Timely invoicing is beneficial for both Village and DMC. Invoices should be submitted within 60 days of service provision to reconcile with supporting documentation prior to payment disbursement.

## **17. NO EXCLUSIVE CONTRACT/ADDITIONAL SERVICES**

Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the Village may, at any time, secure similar or identical services from another vendor at the Village's sole option.

The Village may require additional items or services of a similar nature, but not specifically listed in the contract. The Contractor agrees to provide such items or services, and shall provide the Village prices on such additional items or services based upon a formula or method, which is the same or similar to that used in establishing the prices in their proposal. If the price(s) offered are not acceptable to the Village, and the situation cannot be resolved to the satisfaction of the Village, the Village reserves the right to procure those items or services from other vendors, or to cancel the contract upon giving the Contractor thirty (30) days written notice.

## **18. DELETION OR MODIFICATION OF SERVICES**

The Village reserves the right to delete any portion of this Contract at any time without cause, and if such right is exercised by the Village, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned.

If the Contractor and the Village agree on modifications or revisions to the task elements, after the Village has approved work to begin on a particular task or project, and a budget has been established for that task or project, the Contractor will submit a revised budget to the Village for written approval prior to proceeding with the work.

## **19. SUBSTITUTION OF PERSONNEL**

In the event the Contractor wishes to substitute trained, qualified, personnel for those listed in the proposal, the Village shall receive prior notification and have the right to review, test and approve such substitutions, if deemed necessary. If the Village has reasonable evidence to believe that an employee of the Contractor is incompetent, or has performed his or her employment in an objectionable manner, the Village shall have the right to require the Contractor to resolve the situation to the Village's satisfactions, provided, however, that the Contractor shall not be required to institute or pursue to completion any action if to do so would violate any law, state statute, Village ordinance, contract or employment or union agreement.



## 20. SUBCONTRACTORS

If the Contractor proposes to use subcontractors in the course of providing these services to the Village, this information shall be a part of the bid response. Such information shall be subject to review, acceptance and approval of the Village, prior to any contract award. The Village reserves the right to approve or disapprove of any subcontractor candidate in its best interest and to require Contractor to replace subcontractor with one that meets Village approval.

Contractor shall ensure that all Contractor's subcontractors perform in accordance with the terms and conditions of this Contract. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend, counsel being subject to the Village's approval or disapproval, and indemnify and hold harmless the Village and the Village's officers, employees, and agents from and against any claim, lawsuit, third-party action, or judgment, including any award of attorney fees and any award of costs, by or in favor of any Contractor's subcontractors for payment for work performed for the Village.

Contractor shall require all of its subcontractors to provide the same coverage that is required for the Contractor, as well as any other coverage that the contractor may consider necessary, and any deficiency in the coverage or policy limits of said subcontractors will be the sole responsibility of the contractor.

## 21. DAMAGE TO PUBLIC OR PRIVATE PROPERTY

Extreme care shall be taken to safeguard all existing facilities, site amenities, irrigation systems, vehicles, etc. on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced at no additional cost to the Village.

## 22. SAFETY

The Contractor(s) shall adhere to the **Florida Department of Transportation's Manual on Uniform Traffic Control** for construction and maintenance work zones when working on or near a roadway. It will be the sole responsibility of the Contractor to make themselves and their employees fully aware of these provisions, especially those applicable to safety.

## 23. VERIFICATION OF EMPLOYMENT STATUS

Any Contractor/Consultant assigned to perform responsibilities under its' contract with a State agency are required to utilize the U.S. Department of Homeland Security's E-Verify system (per the **State of Florida Executive Order Number 11-02 "Verification of Employment Status"**) to verify the employment eligibility of: (a) all persons employed during the contract term by the Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by the Contractor to perform work pursuant to the contract with the State agency.

**U.S. Department of Homeland Security's E-Verify System Affirmation Statement (Attachment F)** should be completed and submitted with Bidder's response to this RFP.



## **PROPOSAL REQUIREMENTS:**

The following documents will need to be completed, and mailed in a sealed envelope to the Village Clerk as part of the bidder's submittal. The proposer interested in responding to this RFP must provide the information requested below. Submittals that do not respond completely to all requirements specified herein may be considered non-responsive and eliminated from the process.

All proposals shall address and be tabbed/indexed as outlined below:

**Title Page:** List the following:

RFP Subject: **RFP-2018-003 "Disaster and Debris Management Services"**

1. Date
2. Name of the Firm
3. Contact Person (including title) authorized to represent your firm
4. Telephone Number
5. Email Address
6. Mailing Address

**Tab 1 - Table of Contents:** Include a clear identification of the material included in the proposal by tab number and page number.

**Tab 2 - Letter of Interest:** Limit to two (2) pages.

1. Attach a letter of interest that explains your firm's interest in working on this project, a positive commitment to perform the required work and a description of the firm including:
  - a. Include the size
  - b. Range of activities
  - c. Years of experience that the proposer has in providing similar services.
  - d. Summary of abilities and experience of the firms' professional personnel (More detail to be provided in **Tab 3 - Experience and Ability**)
  - e. Summary of past performance of the firm on similar projects (More detail to be provided in **Tab 5 - Previous Experience**)
  - f. Recent, current, and projected workload of the firm, and availability and access to the firms' top level management personnel.
  - g. A brief statement must be included which explains why your proposal would be the most effective and beneficial to the North Bay Village.

**Tab 3 - Experience and Ability (25 points):** The relative experience and qualification of each applicant's proposed team, with respect to the project scope, will be judged and a relative rating assigned. This parameter expresses the general and specific project-related capability of the in-house staff and indicates the adequate depth and abilities of the organization which it can draw upon as needed. This will include management, technical, and support staff. Major consideration will be given to the successful completion of previous projects comparable in design, scope, and complexity.



1. Describe the firm's background, history and overall experience.
2. Describe the firm's expertise and experience in performing proposed work.
3. Describe the firm's experience in filing and receiving Federal and State reimbursements.
4. Proposer will provide experienced staff. Certification or active involvement with disaster preparedness agencies is highly desirable such as: NIMS certification, FEMA Region IV, FEMA National Advisory Council, FEMA National Training Programs (NTP), FEMA Center for Domestic Preparedness (CDP), FEMA Emergency Management Institute (EMI), Florida State Emergency Response Team (SERT), and/or Florida Governor's Hurricane Conference training/instructor.
5. Briefly describe the number of employees and supervisors available for this contract and the firm's ability to secure subcontractors, if necessary. The Proposer must also provide to the Village the percentage of availability of these employees and/or subcontractors.
6. Identify location of the office responsible for this project, the contact person and supervisory personnel who will work on the project, including the relative experience of all professionals proposed for use on the team in the planning and administration of the project.
7. Provide resume(s) of key persons to be assigned to the project with emphasis on their experience with similar work.
8. Provide resume(s) of the on-site staff to be assigned to the project with emphasis on their experience with similar work.
9. Explain the ability and experience of the field staff with specific attention to project related experience.
10. For Office Staff and On-site Staff show the organization chart as it relates to the project, indicating key personnel and their relationship.
11. If the Contractor proposes to use subcontractors in the course of providing these services to the Village, this information shall be a part of the bid response. Package should also include a list of subcontractors proposed to work on the project including professional services, along with their abilities and qualifications as related to the project's specific requirements and their ability to accomplish the project.
12. List of current and future debris management contractual obligations with their current status and projected termination dates.
  - a. Provide reasonable assurance that such obligations will not preclude DMC from meeting its obligations under this contract.
  - b. Plan for managing multiple Florida-based debris management contracts
  - c. Proposer must currently have a minimum of three (3) full-service Disaster Debris Management contracts in place in which (1) the Bidder is the primary contractor; and (2) the contract is with a government entity with a population of at least 150,000 residents.

**Tab 4 – Operational Plan (25 points):** The Operational Plan shall demonstrate the proposer's compliance with the bid specifications and demonstrate their understanding of the requirements and needs of this project.

1. The Operational Plan shall clearly address all aspects of the project proposed; including debris management services, pre-planning services, operating plan, mobilization timeframes, staffing, management, employee training, quality assurance, quality control, assistance with FEMA Reimbursement, etc.
2. Organizational structure of firm; chain of command; subcontractor's plan.
3. Define methods used to complete assigned tasks.



4. Please clearly describe all aspects of the project proposed.
5. Include details of your approach and work plans.
6. Identify any issues or concerns of significance that may be appropriate.

**Tab 5 - Previous Experience (20 points):** Provide specific examples of similar contracts delivered by the proposed team members. Provide details on related projects (preferably where the team was the same). References should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein.

1. Confirm that the Proposer is currently, and has been conducting business as, a full-service Disaster Debris Management Contractor for the last ten (10) consecutive years. References should reflect this.
2. Demonstrate that the Proposer has experience performing work as a primary contractor on Disaster Debris Management projects exceeding fifty million dollars (\$50,000,000) per event.
3. Details of References should include the following:
  - a. Name and location of the project
  - b. Provide a detailed description of the comparable projects (similar in scope of services to those requested herein).
  - c. Nature of the firm's responsibility on the project
  - d. Project owner's representative name, address, phone number, and e-mail address
  - e. Project duration and the date the project was completed or is anticipated to be completed.
  - f. Size of project including number of residents
  - g. Cost of project
  - h. Work for which staff was responsible
  - i. Contract Type
  - j. The results/deliverables of the project

**Tab 6 - Financial Capability (5 points):** The firm's financial capability is to be addressed and should indicate the resources and the necessary working capital to assure financial stability through to the completion of the project. Proposer must provide the following required documentation related to the firm's financial stability:

1. Briefly describe your firm's financial status and provide proof of adequate line of credit or other financial assets to access funds for multiple projects during the same time period.
2. Proposer shall provide a notarized letter from a bank verifying an available line of credit in the amount of twenty-five million dollars (\$25,000,000) with their proposal response. The Village will not waive this requirement.
3. Proposer shall provide a notarized letter from a surety, not a broker, verifying a bonding capacity of ten million dollars (\$10,000,000) and compliance with the information stated in the "**PAYMENT AND PERFORMANCE BONDS**" section of this solicitation. The Village will not waive this requirement.

**Tab 7 – Project Cost (25 points):**

1. Attachment B: Proposal Form (To be provided in a separate sealed envelope)





- a. Attached is proposal form (Attachment B) where the vendor will complete the proposal checklist and enter their contact information. Proposal form shall be signed by the contact person authorized to represent the contractor. This form must be completed, and submitted with the sealed bid as part of the bidder's submittal. The vendor must provide their pricing along with their bid package.
- b. Proposals must contain a manual signature of the authorized representative of the Proposer. Proposals shall contain an acknowledgment of receipt of all Addenda. The address and telephone number for communications regarding the Proposal must be shown.
- c. Proposals by corporations must be executed in the corporate name by the President or other corporate officer accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown below the signature.
- d. Proposals by partnerships must be executed in the partnership name and signed by a partner whose title must appear under the signature and the official address of the partnership must be shown below the signature.

**Tab 8 – Other Completed Documents & Forms:**

1. Attachment C: Vendor Information Form and a W-9
2. Attachment D: Non-Collusive Affidavit
3. Attachment E: Proposer's Completed Qualification Statement
4. Attachment F: Homeland Security's E-Verify System Affirmation Statement
5. Attachment G: Insurance Certificate
6. Attachment H: Qualification Forms
  - Form 1 – Proposal Pricing Sheet
  - Form 2 – Proposer's Statement of Organization
  - Form 3 – Personnel
  - Form 4 – References
  - Form 5 – Drug Free Workplace
  - Form 6 – Acknowledgement of Addenda
  - Form 7 – Independence Affidavit
  - Form 8 – Certification to Accuracy of Proposal
7. Proposal Security (Bid Bond Form or Cashier's Check)
  - a. Each Proposal must be accompanied by a certified or cashier's check or by a Bid Bond made payable to the North Bay Village on an approved form, duly executed by the Proposer as principal and having as surety thereon a surety company acceptable to VILLAGE and authorized to write such Bond under the laws of the State of Florida, in an amount not less than five-thousand dollars (\$5,000).
  - b. Proposers must submit a scanned copy of their bid security (bid bond form or cashier's check) with their bid submittal through Demandstar.
  - c. Proposers must also submit their original bid security (bid bond form or cashier's check) at time of the bid due date, or they will be determined as non-responsive.



- d. The original Bid Bond or Cashier's Check should be in a sealed envelope, plainly marked **“BID SECURITY - RFP # 2018-003 Disaster and Debris Management Services”** and sent to the North Bay Village, Village Clerk's Office, 1666 Kennedy Causeway, 3<sup>rd</sup> Floor, North Bay Village, FL 33141.
- e. Please see the Proposal Security Section in the “ADDITIONAL INFORMATION AND INSTRUCTION TO PROPOSERS” section of this RFP.

**Tab 9 – Business Structure & Professional Registration Certificates:**

- 1. Proposer must provide proof that it is properly and legally licensed to perform Disaster and Debris Management Services.
- 2. List appropriate licenses as issued by Miami Dade County and the State of Florida.
- 3. A reproduction of the firm’s current professional registration certificate(s) is required for the services offered and must be in the name of the firm offering said services.
- 4. Firms must be properly registered at the time of application to practice their profession in the State of Florida and with the appropriate State Board governing the services offered.
- 5. If the firm offering services is a corporation, or joint venture, it must be properly chartered with the Department of State to operate in Florida and provide a copy of the firm’s current Florida Corporate Charter.

**Tab 10 – Additional Information:** Please provide any additional information that you deem necessary to complete your proposal in this section, if it has not been requested in another section.

**EVALUATION OF PROPOSALS & PROCESS OF SELECTION**

- A. Staff will evaluate all responsive proposals received from proposers who meet or exceed the bid requirements contained in the RFP. Evaluations shall be based upon the information and references contained in the proposals as submitted. **As such, the Proposal should be as comprehensive as possible; clearly describing the details of services that the Proposer intends to provide.**
- B. The Village will convene an Evaluation Committee and brief its members on the scope of the project and the services required. The Evaluation Committee will evaluate proposals based on the following criteria

Criteria	Points
Experience and Ability	25 points
Operational Plan	25 points
Previous Experience	20 points
Financial Capability	5 points
Project Cost	25 points
<b>Total Points</b>	<b>100 points</b>

- C. In the event that there are more than three (3) proposers, the Evaluation Committee shall have the option to short-list the proposers based on the criteria listed above. Then the Evaluation



Committee may schedule a second meeting for the firms to make presentations and answer questions of clarification as part of its evaluation. As part of this process, the firms shall have officials of the appropriate management level present and representing the firm. The project manager should be available. The firm shall be prepared to present an overall briefing regarding the manner in which the contractual obligations will be accomplished.

- D. The Evaluation Committee will make a recommendation, to the Village Commission, for the award of contract(s). The Village intends to award contracts to a Primary and a Secondary DMC. The contract(s) shall be awarded to the most responsive/responsible proposer(s) whose proposal is determined to be the most advantageous to the Village taking into consideration the evaluation criteria.

**SCHEDULE OF EVENTS**

<b>Event</b>	<b>Time &amp;/or Date</b>
Issuance of Solicitation (Posting Date)	May 31, 2018
Question Due Date	June 8, 2018
Anticipated Date of Issuance for the Addenda with Questions and Answers	<b>June 11, 2018</b>
Proposals will be accepted until	12:00 p.m. on June 15, 2018
Proposals will be opened at	1:00 p.m. on June 15, 2018
Evaluation of Proposals by Staff	June 18, 2018 @ 3:00 p.m.
Recommendation of Contractor to Village Commission award	<b>July 10, 2018</b>

**SUBMISSION REQUIREMENTS**

Only sealed bid/proposal **will be accepted at the North Bay Village, Office of the Village Clerk on or before 12:00 p.m. on June 15, 2018.**

The vendor must provide their pricing through the designated lines items listed on the *PROPOSAL REQUIREMENTS* section of this solicitation.

In addition to the sealed bid/proposal submittal, applicants shall submit **six (6) paper copies and two electronic copies** (CDs or USB Drives are acceptable forms of electronic copies) of their sealed submittal, clearly marked “**RFP # 2018-003 Disaster and Debris Management Services**”, **on or before 12:00 p.m. on June 15, 2018** to the:

North Bay Village  
 Office of the Village Clerk  
 1666 Kennedy Causeway, 3<sup>rd</sup> Floor  
 North Bay Village, FL 33141

**PLEASE DO NOT SUBMIT ANY PROPOSALS VIA E-MAIL.**

All submittals received by the deadline will be recorded, and will subsequently be publicly opened on the same business immediately after the deadline, at the office of the Village Clerk, 1666 Kennedy Causeway, 3<sup>rd</sup> Floor, North Bay Village, FL 33141.



In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and except as may be provided by other applicable state and federal law, the Request for Proposals and the responses thereto are in the public domain.

**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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (TELEPHONE NUMBER: (305) 756-7171, E-MAIL ADDRESS: YVONNE.HAMILTON@NBVILLAGE.COM, AND MAILING ADDRESS: YVONNE HAMILTON, VILLAGE CLERK, NORTH BAY VILLAGE, 1666 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FLORIDA 33141).**

However, the Proposers are requested to identify specifically any information contained in their Proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

All Proposals received from Proposers in response to the solicitation will become the property of Village and will not be returned to the Proposers. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of Village.

Proposals may be modified or withdrawn by an appropriate document duly executed (in the manner that a Proposal must be executed) and delivered to the place where Proposals are to be submitted at any time prior to the deadline for submitting Proposals. A request for withdrawal or a modification must be in writing and signed by a person duly authorized to do so. Evidence of such authority must accompany the request for withdrawal or modification. Withdrawal of a Proposal will not prejudice the rights of a Proposer to submit a new Proposal prior to the Proposal opening date and time. After expiration of the period for receiving Proposals, no Proposal may be withdrawn or modified.

If, within twenty-four (24) hours after Proposals are opened, any Proposer files a duly signed written notice with Village and within five (5) calendar days thereafter demonstrates to the reasonable satisfaction of Village by clear and convincing evidence there was a material and substantial mistake in the preparation of its Proposal, or that the mistake is clearly evident on the face of the Proposal but the intended correct Proposal is not similarly evident, then Proposer may withdraw its Proposal and the Bid Security will be returned. Thereafter, the Proposer will be disqualified from further bidding on the subject Contract.

To the extent permitted by applicable state and federal laws and regulations, Village reserves the right to reject any and all Proposals, to waive any and all informalities not involving price, time or changes in the work with the Successful Proposer, and the right to disregard all nonconforming, non-responsive, unbalanced or conditional Proposals. Proposal will be considered irregular and may be rejected, if they show serious omissions, alterations in form, additions not called for, conditions or unauthorized alterations, or irregularities of any kind.



Village reserves the right to reject the Proposal of any Proposer if Village believes that it would not be in the best interest of the Village to make an award to that Proposer, whether because the Proposal is not responsive or the Proposer is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Village.

The Contract shall be awarded by Village's Commission to the responsible Proposer whose Proposal is determined to be the most advantageous to Village, taking into consideration the evaluation factors and criteria set forth in the Evaluation of Proposals.

### **ADDITIONAL INFORMATION AND INSTRUCTION TO PROPOSERS**

Any and all "Additional Information and Instructions to Proposers" as provided below that may vary from the General Conditions shall have precedence.

1. **EXAMINATION OF CONTRACT DOCUMENTS:** Before submitting a Proposal, each Proposer should (a) consider federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost or performance of the work, (b) study and carefully correlate the Proposer's observations with the Proposal Documents; and (c) notify the Purchasing Manager of all conflicts, errors and discrepancies, if any, in the Proposal Documents.

The Proposer, by and through the submission of a Proposal, agrees that Proposer shall be held responsible for having familiarized themselves with the nature and extent of the work and any local conditions that may affect the work to be done and the services, equipment, materials, parts and labor required.

2. **ADDENDA or ADDENDUM:** A formal solicitation may require an Addendum to be issued. An addendum in some way may clarify, correct or change the original solicitation (i.e. due date/time, specifications, terms, conditions, line item). Vendors submitting a proposal should check the Demandstar website for any addenda issued. Vendors are cautioned not to consider verbal modifications to the solicitation, as the addendum issued through Demandstar will be the only official method whereby changes will be made.

3. **INTERPRETATIONS AND QUESTIONS:** If the Proposer is in doubt as to the meaning of any of the Proposal Documents, is of the opinion that the Conditions and Specifications contain errors or contradictions or reflect omissions, or has any question concerning the conditions and specifications, the Proposer shall submit a question for interpretation or clarification. The Village requires all questions relating to the solicitation be sent five (5) calendar days prior to the bid submittal deadline date through email to the Village Clerk at [yvonne.hamilton@nbvillage.com](mailto:yvonne.hamilton@nbvillage.com). Responses to the questions will be provided via addendum by the Village Clerk. Questions received after June 8, 2018 shall not be answered. Interpretations or clarifications in response to such questions will be issued via addendum. The issuance of a response via Addendum and shall be the only official method whereby such an interpretation or clarification will be made. It is the Proposer's responsibility to submit a request for clarification or questions.

4. **LIQUIDATED DAMAGES** (in accordance with 2 CFR §200.326 Appendix II to Part 200 (A))



- A. The work to be performed under this Contract shall be commenced as detailed in the Specifications. As a breach of contract would cause a substantial delay in the completion of the required services which affect the safety and welfare of the public, the City hereby incorporated the following liquidated damages.
  - B. These amounts are not a penalty but liquidated damages to the City. Liquidated damages are hereby fixed and agreed upon between the parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by the CITY as a consequence of such delay. Vendor acknowledges and agrees that damages to CITY from untimely completion are extremely difficult to determine, and accordingly, the Vendor agrees that the amount of liquidated damages provided for herein is the nearest and most exact measure of damages for such delays.
    - a. Failure of the Vendor to meet the 48 hour mobilization requirements as detailed in the Specifications and Requirements. Fee: \$1,000 per calendar day.
    - b. Failure of the Vendor to repair damage(s) caused by the services provided by the Vendor and its subcontractors under the Contract. Fee: \$500.00 per incident.
    - c. Application of Liquidated Damages does not release the Vendor from the responsibility of resolving or repairing damage(s).
    - d. The CITY is authorized to deduct liquidated damage amounts from the monies due to Vendor for the work under this Contract, or as much thereof as the CITY may, at its own option, deem just and reasonable.
5. **CONFLICT OF INTEREST:** The award of any contract hereunder is subject to the provisions of Chapter 112, Florida Statutes. Proposers must disclose with their Proposal the name of any officer, director, partner, proprietor, associate or agent who is also an officer or employee of Village or any of its agencies. Further, all Proposers must disclose the name of any officer or employee of Village who owns, directly or indirectly, an interest of five percent (5%) or more in the Proposer's firm or any of its branches or affiliate companies.
6. **ENVIRONMENTAL REGULATIONS:** Village reserves the right to consider Proposer's history of citations and/or violations of environmental regulations in determining a Proposer's responsibility, and further reserves the right to declare a Proposer not responsible if the history of violations warrant such determination. Proposer shall submit with the Proposal, a complete history of all citations and/or violations, notices and dispositions thereof. The non-submission of any such documentation shall be deemed to be an affirmation by the Proposer that there are no citations or violations. Proposer shall notify Village immediately of notice of any citation or violation that Proposer may receive after the Proposal opening date and during the time of performance of any contract awarded to Proposers.
7. **RULES, REGULATIONS, LAWS, ORDINANCES & LICENSES:** The awarded contractor shall observe and obey all laws, ordinances, rules, and regulations of the federal, state, and Village, which may be applicable to the service being provided. The awarded firm shall have or be responsible for obtaining all necessary permits or licenses required in order to provide this service.
8. **INDEMNIFICATION:**
- A) **GENERAL INDEMNIFICATION:** To the fullest extent permitted by laws and regulations, Successful Proposer shall indemnify, defend, save and hold harmless the





Village, its officers, agents and employees, harmless from any and all claims, damages, losses, liabilities and expenses, direct, indirect or consequential arising out of or alleged to have arisen out of or in consequence of the products, goods or services furnished by or operations of the Successful Proposer or his subcontractors, agents, officers, employees or independent contractors pursuant to or in the performance of the Contract.

- B) PATENT AND COPYRIGHT INDEMNIFICATION:** Successful Proposer agrees to indemnify, defend, save and hold harmless the Village, its officers, agents and employees, from all claims, damages, losses, liabilities and expenses arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any invention, process, material, property or other work manufactured or used in connection with the performance of the Contract, including its use by Village.

The Successful Proposer shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.

Village reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Successful Proposer under the indemnification agreement. Nothing contained herein is intended nor shall it be construed to waive Village's rights and immunities under the common law or Florida Statute 768.28 as amended from time to time.

9. **CONTRACT TIME:** By virtue of the submission of his Proposal, Proposer agrees and fully understands that the completion time of the work of the Contract is an essential and material condition of the Contract and that time is of the essence. The Successful Proposer agrees that all work shall be prosecuted regularly, diligently and uninterrupted at such rate of progress as will ensure full completion thereof within the time specified. Failure to complete the work within the time period specified shall be considered a default.
10. **LIQUIDATED DAMAGES FOR BREACH OF CONTRACT:** The Successful Proposer agrees that, if the work, or any part thereof, is not completed within the time specified or any extension thereof, the Successful Proposer shall be liable to the Village in the amount of One Thousand (\$1,000.00) dollars for each and every calendar day the completion of the work is delayed beyond the time provided in the contract, as fixed and agreed upon liquidated damages and not as a penalty. Village shall have the right to deduct from and retain out of moneys that may be then due or which may become due and payable to the Successful Proposer, the amount as such liquidated damages.
11. **CONTRACT RELATED TO SERVICES:** A Specimen contract is included herein for general information of bidder. Upon award of the proposal, the awarded contractor shall be required to sign and agree to the terms of the Contract.
12. **PROPOSAL SECURITY:** In accordance with 44 CFR 13.36, the Village shall request a bid guarantee from each bidder. However, since this solicitation will be used on an as needed basis during emergency situations that may result in a large range of costs, the Village cannot estimate a bid price. Therefore, in lieu of requesting a bid guarantee equivalent to five percent of the bid price, the Village shall request a bid guarantee in the amount of five-thousand dollars (\$5,000).



Each Proposal must be accompanied by a certified or cashier's check or by a Bid Bond made payable to the North Bay Village on an approved form, duly executed by the Proposer as principal and having as surety thereon a surety company acceptable to Village and authorized to write such Bond under the laws of the State of Florida, in an amount not less than five-thousand dollars (\$5,000).

Proposers must also submit their original bid security (bid bond form or cashier's check) at time of the bid due date, or they will be determined as non-responsive. The original Bid Bond or Cashier's Check should be in a sealed envelope, plainly marked "**BID SECURITY - RFP # 2018-003 Disaster and Debris Management Services**" and sent to the:

North Bay Village,  
Village Clerk's Office  
1666 Kennedy Causeway, 3<sup>rd</sup> Floor  
North Bay Village, FL 33141

The Proposal Security of the Successful Proposer will be retained until such Proposer has executed the Contract and furnished the required insurance, whereupon the Proposal Security will be returned. If the Successful Proposer fails to execute and deliver the Contract and furnish the required insurance and bonds within fifteen (15) calendar days of the Notice of Award, the Village may annul the Notice of Award and the entire sum of the Proposal Security shall be forfeited. The Proposal Security of the three (3) lowest Proposers will be returned within seven (15) calendar days after the Village and the Successful Proposer have executed the written Contract or if no such written Contract is executed within ninety (90) calendar days after the date of the Proposal opening, upon the demand of any Proposer at any time thereafter, provided that he has not been notified of the acceptance of his Proposal. Proposal Security of all other Proposer will be returned within seven (15) calendar days after the proposal opening. The agent or attorney in fact or other officer who signs a Bid Bond for a surety company must file with such bond a certified copy of his power of attorney authorizing him to do so.

13. **PAYMENT AND PERFORMANCE BONDS:** The Contractor shall furnish to the Village, prior to the commencement of operations, a Performance and Payment Bond in an amount equal to the value established within an issued Task Order or work authorization, which bond shall be conditioned upon the successful completion of all work, labor, services, materials to be provided and furnished, and the payment of all subcontractors, materials and laborers. If the value of the contracted work increases, the Contractor shall be required to provide an updated Performance and Payment Bond in an amount equal to the new value.

The Contractor shall execute and furnish to the Village a performance bond and a payment bond, each written by a corporate surety, having a resident agent in the State of Florida and having been in business with a record of successful continuous operation for at least five (5) years. The surety shall hold a current certificate of authority from the Secretary of Treasury of the United States as an acceptable surety on federal bonds in accordance with United States Department of Treasury Circular No. 570. If the amount of the Bond exceeds the underwriting limitation set forth in the circular, in order to qualify, the net retention of the surety company shall not exceed the underwriting limitation in the circular and the excess risks must be protected by coinsurance, reinsurance, or other methods, in accordance with Treasury Circular 297, revised September 1, 1978 (31DFR, Section 223.10, Section 223.11). Further, the surety company shall provide Village with evidence satisfactory to Village, that such excess risk has been protected in an acceptable manner. The surety company shall



have at least the following minimum qualification in accordance with the latest edition of A.M. Best's Insurance Guide, published by Alfred M. Best Company, Inc., Ambest Road, Oldwick, New Jersey 08858:

B+ to A+

Two (2) separate bonds are required and both must be approved by the Village. The performance bond shall be conditioned that the Contractor perform the contract in the time and manner prescribed in the contract. The payment bond shall be conditioned that the Contractor promptly make payments to all persons who supply the Contractor with labor, materials and supplies used directly or indirectly by the Contractor in the prosecution of the work provided for in the Contract and shall provide that the surety shall pay the same in the amount not exceeding the sum provided in such bonds, together with interest at the maximum rate allowed by law; and that they shall indemnify and save harmless the Village to the extent of any and all payments in connection with the carrying out of said Contract which the Village may be required to make under the law.

Pursuant to the requirements of Section 255.05(1)(a), Florida Statutes, it shall be the duty of the Contractor to record the aforesaid payment and performance bonds in the public records of Miami Dade County, with the Contractor to pay all recording costs.



## **ATTACHMENTS**

- Attachment A: Cone of Silence
- Attachment B: Proposal Form
- Attachment C: Vendor Information Form and a W-9
- Attachment D: Non-Collusive Affidavit
- Attachment E: Proposer's Completed Qualification Statement
- Attachment F: Homeland Security's E-Verify System Affirmation Statement
- Attachment G: Sample Insurance Certificate
- Attachment H: Qualification Forms
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  - Form 2 – Proposer's Statement of Organization
  - Form 3 – Personnel
  - Form 4 – References
  - Form 5 – Drug Free Workplace
  - Form 6 – Acknowledgement of Addenda
  - Form 7 – Independence Affidavit
  - Form 8 – Certification to Accuracy of Proposal

## **CONTACT INFORMATION**

All questions related to this solicitation should be forwarded to Yvonne Hamilton, Village Clerk, [yvonne.hamilton@nbvillage.com](mailto:yvonne.hamilton@nbvillage.com).



## ATTACHMENT A – CONE OF SILENCE

### 9.1 Cone of Silence

You are hereby advised that this Request for Proposal No. 2018-003 is subject to the “Cone of Silence” in accordance with Section 38.18 of the North Bay Village Code of Ordinances. A proposer who violates these provisions shall not be considered for this Request for Proposal in addition to any other applicable penalties.

#### **§ 38.18 - Cone of Silence.**

(A) Contracts for the provision of goods and services.

(1) "Cone of Silence" is hereby defined to mean a prohibition on:

a. any communication regarding a particular RFP, RFQ, or bid between a potential vendor, service provider, bidder, lobbyist, or consultant and the Village's professional staff including, but not limited to, the Village Manager and his or her staff;

b. any communication regarding a particular RFP, RFQ, or bid between the Mayor or Village Commissioners and any member of the Village's professional staff including, but not limited to, the Village Manager and his or her staff;

c. any communication regarding a particular RFP, RFQ or bid between a potential vendor, service provider, bidder, lobbyist, or consultant and any member of the selection committee therefor;

d. any communication regarding a particular RFP, RFQ or bid between the Mayor, Village Commissioners and any member of the selection committee;

e. any communication regarding a particular RFP, RFQ or bid between a potential vendor, service provider, bidder, lobbyist, or consultant and the Mayor or Village Commissioners; and

f. any communication regarding a particular RFP, RFQ or bid between any member of the Village's professional staff and any member of the selection committee.

The Village Manager and the Chairperson of the selection committee may communicate about a particular selection committee recommendation, but only after the committee has submitted an award recommendation to the Village Manager and provided that should any change occur in the committee recommendation, the content of the communication and of the corresponding change shall be described in writing and filed by the Village Manager with the Village Clerk and be included in any recommendation memorandum submitted by the Village Manager to the Village Commission.



Notwithstanding the foregoing, the Cone of Silence shall not apply to:

- a. communications with the Village Attorney and his or her staff;
- b. duly noticed site visits to determine the competency of bidders regarding a particular bid during the time period between the opening of bids and the time the Village Manager makes his or her written recommendation;
- c. any emergency procurement of goods or services;
- d. communication regarding a particular RFP, RFQ or bid between any person and the contracting officer responsible for administering the procurement process for the RFP, RFQ or bid, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document.

(2) Procedure.

a. A Cone of Silence shall be imposed upon each RFP, RFQ and bid after the advertisement of the RFP, RFQ or bid. At the time of imposition of the Cone of Silence, the Village Manager or his or her designee shall provide for public notice of the Cone of Silence. The Village Manager shall issue a written notice to the affected departments, file a copy of the notice with the Village Clerk, with a copy to the Mayor and each Village Commissioner, and shall include in any public solicitation for goods and services a statement disclosing the requirements of this ordinance. Notwithstanding any other provision of this section, the imposition of a Cone of Silence on a particular RFP, RFQ or bid shall not preclude staff from obtaining industry comment or performing market research, provided all communications related thereto between a potential vendor, service provider, bidder, lobbyist, or consultant and any member of the Village's professional staff including, but not limited to, the Village Manager and his or her staff, are in writing or are made at a duly noticed public meeting.

b. The Cone of Silence shall terminate at the time the Village Manager makes his or her written recommendation to the Village Commission; provided, however, that if the Village Commission refers the Village Manager's recommendation back to the Village Manager or staff for further review, the Cone of Silence shall be re-imposed until the time as the Village Manager makes a subsequent written recommendation.

(3) Exceptions. The provisions of this ordinance shall not apply to oral communications at pre-bid conferences, oral presentations before selection committees, contract negotiations during any duly noticed public meeting, public presentations made to the Village Commission during any duly noticed public meeting or communications in writing at any time with any Village employee, official or member of the Village Commission unless specifically prohibited by the applicable RFP, RFQ or bid documents.

The bidder or proposer shall file a copy of any written communication with the Village Clerk. The Village Clerk shall make copies available to any person upon request.





(B) Penalties. In addition to the penalties provided in this chapter and Miami-Dade County Code Section 2-11.1 (s) and (v), violation of this section by a particular bidder or proposer shall render any RFP award, RFQ award or bid award to the bidder or proposer voidable. Any person who violates a provision of this ordinance shall be prohibited from serving on a Village competitive selection committee. In addition to any other penalty provided by law, violation of any provision of this ordinance by a Village employee shall subject the employee to disciplinary action up to and including dismissal. Additionally, any person who has personal knowledge of a violation of this ordinance shall report the violation to the State Attorney and, or, may file a complaint with the Ethics Commission.



**ATTACHMENT B**

**PROPOSAL FORM**

**RFP #: 2018-003**

**TO:** NORTH BAY VILLAGE  
 1666 KENNEDY CAUSEWAY, SUITE 300  
 NORTH BAY VILLAGE, FL 33141

IN ACCORDANCE WITH THE “Request for Proposals” titled “Disaster and Debris Management Services” attached hereto as a part hereof the undersigned proposes the following:

**Section A – General Services – Typical Equipment to be used for Items A1 through A25.**

Item #	Item/Description	Unit of Measure	Price per Unit of Measure	Example Amount	Total Cost
A1)	<b>Vegetative Debris Removal</b> Vegetative debris removal from public rights-of-way and hauling to TDSR site or other designated location	Cubic Yard	\$	100	
A2)	<b>Mixed Debris Removal</b> Mixed debris removal from designated work zone and hauling to TDSR site or other designated location	Cubic Yard	\$	100	
A3)	<b>Debris Removal from Drop-Off Sites</b> Debris removal from drop-off sites and hauling to TDSR site or other designated location	Cubic Yard	\$	100	
A4)	<b>Vegetative Debris Grinding</b> Reduction of vegetative debris via grinding at TDSR site or other designated location.	Cubic Yard	\$	100	
A5)	<b>Mixed Debris Processing</b> Separation of Mixed Debris into Construction and Demolition Debris, White Goods, Household Hazardous Waste, Vegetative Debris, E-Waste, etc. at TDSR Site or other designated location	Cubic Yard	\$	100	
A6)	<b>Haul-out of Reduced Vegetative Debris</b> Hauling reduced Vegetative Debris from TDSR Site or other designated location to final disposal site.	Cubic Yard	\$	100	

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<b>A7)</b>	<b>Haul-out of Separated C&amp;D Debris</b> Hauling construction and demolition debris from TDSR site or other designated location to final disposal site.	Cubic Yard	\$	<b>100</b>	
<b>A8)</b>	<b>Haul-out of White Goods</b> Removal of Freon from white goods; hauling of White Goods from TDSR Site to recycler (hauling of White Goods to TDSR or other designated location is included in the Mixed Debris removal price)	Each	\$	<b>100</b>	
<b>A9)</b>	<b>Haul-out of E-Waste</b> Recovery and recycling of eligible E-Waste, such as televisions, computers, computer monitors, microwaves, and other items specified by the Village in writing (hauling of E-Waste to TDSR or other designated location is included in the Mixed Debris removal price)	Cubic Yard	\$	<b>100</b>	
<b>A10)</b>	<b>Hazardous Stump Removal 25-36 Inches Diameter</b> Removal of Hazardous Stumps in Rights-of-way and hauling or TDSR Site or other designated location and backfilling	Each	\$	<b>100</b>	
<b>A11)</b>	<b>Hazardous Stump Removal 37-48 Inches Diameter</b> Removal of Hazardous Stumps in rights-of-way and hauling to TDSR Site or other designated location and backfilling	Each	\$	<b>100</b>	
<b>A12)</b>	<b>Hazardous Stump Removal More than 48 Inches Diameter</b> Removal of Hazardous Stumps in rights-of-way and hauling to TDSR Site or other designated location and backfilling	Each	\$	<b>50</b>	

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A13)	<b>Hazardous Stump Backfill Delivered and Placed</b> Backfill Delivered and Placed	Cubic Yard	\$	<b>200</b>	
A14)	<b>Removal of Partially Uprooted or Split Trees (Leaners) 24.99 Inches Diameter</b> Falling partially uprooted or split trees from the right-of-way or overhanging portion of the right-of-way and placing the debris in the right-of-way for removal. Price includes excavating root ball and placing it in right-of-way and backfilling	Each	\$	<b>50</b>	
A15)	<b>Removal of Partially Uprooted or Split Trees (Leaners) 25-36.99 Inches Diameter</b> Falling partially uprooted or split trees from the right-of-way or overhanging portion of the right-of-way and placing the debris in the right-of-way for removal. Price includes excavating root ball and placing it in right-of-way and backfilling	Each	\$	<b>50</b>	
A16)	<b>Removal of Partially Uprooted or Split Trees (Leaners) &gt;36.99 Inches Diameter</b> Falling partially uprooted or split trees from the right-of-way or overhanging portion of the right-of-way and placing the debris in the right-of-way for removal. Price includes excavating root ball and placing it in right-of-way and backfilling	Each	\$	<b>10</b>	
A17)	<b>Removal of Partially Uprooted or Split Trees-Backfill Delivered and Placed</b> Backfill delivered and placed	Cubic Yard	\$	<b>100</b>	
A18)	<b>Removal of Split Leaner No Exposed Root Ball, Tree Diameter 24.99 Inches or Less</b> Price Includes flush cutting the tree trunk	Each	\$	<b>50</b>	



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A19)	<b>Removal of Split Leaner No Exposed Root Ball, Tree Diameter 25-36.99 Inches</b> Price includes flush cutting the tree trunk	Each	\$	<b>50</b>	
A20)	<b>Removal of Split Leaner No Exposed Root Ball, Tree Diameter &gt;36.99 Inches</b> Price includes flush cutting the tree trunk	Each	\$	<b>25</b>	
A21)	<b>Removal of Dangerous Hanging Limbs, 2 Inches or More in Diameter, 1-5 Limbs</b> Removing hanging or partially broken limbs from trees in the right-of-way or limbs hanging over the right-of-way and placing the debris in the right-of-way for removal	Each	\$	<b>100</b>	
A22)	<b>Removal of Dangerous Hanging Limbs, 2 Inches or More in Diameter, 5-10 Limbs</b> Removing hanging or partially broken limbs from trees in the right-of-way or limbs hanging over the right-of-way and placing the debris in the right-of-way for removal.	Each	\$	<b>50</b>	
A23)	<b>Removal of Dangerous Hanging Limbs, 2 Inches or More in Diameter, All Limbs</b> Removing hanging or partially broken limbs from trees in the right-of-way or limbs hanging over the right-of-way and placing the debris in the right-of-way for removal	Each	\$	<b>100</b>	
A24)	<b>Management and Haul-Out of Household Hazardous Waste</b> Proper management, storage and disposal of household hazardous waste	Pound	\$	<b>1000</b>	
A25)	<b>Dead Animal Removal</b> Dead animal collection, transport and disposal	Pound	\$	<b>1000</b>	
A26)	<b>Mobilize and Demobilize</b>	Lump Sum	\$	<b>1</b>	

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<b>A26)</b>	<b>Bagged Ice</b> Delivered on pallets in trailer truck load quantities	Pound	\$	<b>1000</b>	
<b>A27)</b>	<b>Bottled Water</b> Sixteen (16) ounce bottles delivered, in cases of twenty-four (24) bottles, on pallets in trailer truck load quantities	Case	\$	<b>200</b>	
<b>A28)</b>	<b>Annual Cost of Payment and Performance Bond</b> Refer to the “ADDITIONAL INFORMATION AND INSTRUCTION TO PROPOSERS” section of the RFP	Lump Sum	\$		

### **Emergency Road Clearance (Initial Clearance not to exceed 70 Hours)**

<b>A29)</b>	Debris removal from private and publicly owned property, other than right-of-way, to be hauled and dumped at the FEMA approved TDMS	<b>Cubic Yards</b>	\$	<b>100</b>	
<b>A30)</b>	Material, fill and dirt for stump holes, purchased, placed, and compacted.	<b>Cubic Yards</b>	\$	<b>200</b>	
<b>A31)</b>	Leaning trees/hanging limbs	<b>Each</b>	\$	<b>200</b>	
<b>A32)</b>	Demolition of Structures	<b>Cubic Yards</b>	\$	<b>300</b>	

**Section B – Labor** – Proposer shall provide hourly rates for key personnel and other personnel included in its organizational structure and operational plan. Proposer shall invoice the VILLAGE using hourly rates only during events that are not declared emergencies and during the first seventy (70) hours after a declared emergency. Please use additional sheets if necessary.

<b>Item #</b>	<b>Personnel/Description</b>	<b>Unit of Measure</b>	<b>Price Per Unit of Measure</b>
B1)	Project Manager/HAZMAT Professional	Hour	\$
B2)	Operations Manager	Hour	\$
B3)	Superintendent with Truck, Phone, and Radio	Hour	\$
B4)	Foreman	Hour	\$
B5)	Climber with Gear	Hour	\$
B6)	Chain and Handsaw Operator	Hour	\$





B7)	Laborer and Flagman	Hour	\$
B8)	Certified Arborist	Hour	\$
B9)	Others	Hour	\$
B10)	Others	Hour	\$
B11)	Others	Hour	\$
B12)	Others	Hour	\$

**Section C – Equipment with Operator:**

	Description	Hourly	Amount
C1)	JD544 or equal, wheel loader w/debris grapple	\$	
C2)	JD644 or equal, wheel loader w/debris grapple	\$	
C3)	JD544 or equal, wheel loader w/bucket	\$	
C4)	JD644 or equal, wheel loader w/bucket	\$	
C5)	Extend-A-Boom Forklift with Debris grapple	\$	
C6)	753 Skid STEER with debris grapple	\$	
C7)	753 Skid STEER with bucket	\$	
C8)	753 Skid STEER with broom	\$	
C9)	Excavator Type HOE w/rubber wheels with grapple	\$	
C10)	Hand fed debris chipper	\$	
C11)	Diamond Z or equal 800/1000 tub grinder	\$	
C12)	40 feet/60 feet Bucket truck	\$	
C13)	Service Truck	\$	
C14)	Water truck (2,000 gallons)	\$	
C15)	Portable Light Tower 4 units	\$	
C16)	Knuckle boom with grapple – self loading dump type truck	\$	
C17)	Single axle dump type truck 5 to 12 cubic yards	\$	
C18)	Tandem axel dump type truck 16-20 cubic yards	\$	
C19)	Trailer type truck tractor 24-40 cubic yards	\$	
C20)	Trailer type truck tractor 41-60 cubic yards	\$	
C21)	Trailer type truck tractor 61-80 cubic yards	\$	

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## **Proposal Checklist**

Is there at least five paper copies of the proposal submitted to the Village? Yes \_\_\_\_\_ Initial \_\_\_\_\_

Is there two electronic copies of the proposal submitted to the Village, along with all the completed attachments (A, B, C, D, E, F, G, H, I)? Yes \_\_\_\_\_ Initial \_\_\_\_\_

Please confirm receipt of addenda:

I received Addendum # \_\_\_\_\_ Dated \_\_\_\_\_ Initial \_\_\_\_\_

I received Addendum # \_\_\_\_\_ Dated \_\_\_\_\_ Initial \_\_\_\_\_

I received Addendum # \_\_\_\_\_ Dated \_\_\_\_\_ Initial \_\_\_\_\_

Did you receive any additional addenda? If so, please specify: \_\_\_\_\_

PLEASE PRINT

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

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

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

CITY & STATE: \_\_\_\_\_

ZIP CODE: \_\_\_\_\_ TELEPHONE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

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

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

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## ATTACHMENT C Vendor Information Form

<b>Operating Name (Payee)</b>	
<b>Legal Name (as filed with IRS)</b>	
<b>Remit-to-Address (For Payments)</b>	
<b>Remit-to-Contact Name:</b>	
<b>Email Address:</b>	
<b>Phone # and Fax#:</b>	
<b>Order from Address (For Purchase Orders)</b>	
<b>Order from Contact Name:</b>	
<b>Email Address:</b>	
<b>Phone # and Fax#:</b>	
<b>Return-to-Address (For Product returns)</b>	
<b>Return-to-Contact Name</b>	
<b>Email Address:</b>	
<b>Phone# and Fax#:</b>	
<b>Payment Terms:</b>	

**Type of Business** (please check one and provide Federal Tax Identification or Social Security Number)

**Corporation** **Federal ID Number:** \_\_\_\_\_

**Sole Proprietorship/Individual** **Social Security No.:** \_\_\_\_\_

**Partnership**

**Health Care Service Provider**

**LLC-C (C corporation) – S (S corporation) – P (partnership)**

**Other (Specify):** \_\_\_\_\_

**Name & Title of Applicant** \_\_\_\_\_

**Signature of Applicant** \_\_\_\_\_ **Date:** \_\_\_\_\_



Attachment C

Form **W-9**  
 (Rev. January 2011)  
 Department of the Treasury  
 Internal Revenue Service

**Request for Taxpayer  
 Identification Number and Certification**

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

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required):  Individual/sole proprietor  C Corporation  S Corporation  Partnership  Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

Other (see instructions) ▶

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

City, state, and ZIP code

List account number(s) here (optional)

Requester's name and address (optional)

Exempt payee

**Part I Taxpayer Identification Number (TIN)**

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

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

Social security number

				-						
--	--	--	--	---	--	--	--	--	--	--

Employer identification number

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

**Part II Certification**

Under penalties of perjury, I certify that:

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

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign Here**

Signature of U.S. person ▶

Date ▶

**General Instructions**

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

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

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

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

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



The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
• The U.S. grantor or other owner of a grantor trust and not the trust, and
• The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

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

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

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

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

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

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

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

Payments you receive will be subject to backup withholding if:

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

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate instructions for the Requester of Form W-9.

Also see Special rules for partnerships on page 1.

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.





Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

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

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

Table with 2 columns: IF the payment is for... and THEN the payment is exempt for... Rows include Interest and dividend payments, Broker transactions, Barter exchange transactions and patronage dividends, and Payments over \$600 required to be reported and direct sales over \$5,000.

1 See Form 1099-MISC, Miscellaneous Income, and its instructions.
2 However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

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

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see Limited Liability Company (LLC) on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

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

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

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

Part II. Certification

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

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see Exempt Payee on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

- 1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.
2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.



**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records from Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

- To reduce your risk:
- Protect your SSN,
  - Ensure your employer is protecting your SSN, and
  - Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.**

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>3</sup>  The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor <sup>4</sup>
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

\*Note. Grantor also must provide a Form W-9 to trustee of trust.

**Privacy Act Notice**

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.





**ATTACHMENT D**

**NON-COLLUSIVE AFFIDAVIT**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

\_\_\_\_\_ being first duly sworn, deposes and says that:

BIDDER is the

\_\_\_\_\_  
(Owner, Partner, Officer, Representative or Agent)

BIDDER is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

Such Bid is genuine and is not a collusive or sham Bid;

Neither the said BIDDER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any BIDDER, firm, or person to fix the price or prices in the attached Bid or any other BIDDER, or to fix any overhead, profit, or cost element of the Bid Price or the Bid Price of any other BIDDER, or to secure through any collusion conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;

The price of items quoted in the attached Bid are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

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

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public (Signature)

My Commission Expires:  
\_\_\_\_\_



**ATTACHMENT E**

**PROPOSER'S QUALIFICATIONS STATEMENT**

PROPOSER shall furnish the following information. Failure to comply with this requirement will render Bid non-responsive and shall cause its rejection. Additional sheets shall be attached as required.

PROPOSER'S Name and Principal Address:

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

Contact Person's Name and Title: \_\_\_\_\_

PROPOSER'S Telephone and Fax Number: \_\_\_\_\_

PROPOSER'S License Number: \_\_\_\_\_  
**(Please attach certificate of status, competency, and/or state registration.)**

PROPOSER'S Federal Identification Number: \_\_\_\_\_

Number of years your organization has been in business \_\_\_\_\_

State the number of years your firm has been in business under your present business name \_\_\_\_\_

State the number of years your firm has been in business in the work specific to this RFP: \_\_\_\_\_

Names and titles of all officers, partners or individuals doing business under trade name:

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

The business is a:      Sole Proprietorship       Partnership       Corporation

IF USING A FICTITIOUS NAME, SUBMIT EVIDENCE OF COMPLIANCE WITH FLORIDA FICTITIOUS NAME STATE. (ATTACH IN PROPOSER EXHIBIT SECTION)



**ATTACHMENT E**

Under what former name has your business operated? Include a description of the business. Failure to include such information shall be deemed to be intentional misrepresentation by the Village and shall render the proposer RFP submittals non-responsive.

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At what address was that business located?

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Name, address and telephone number of surety company and agent who will provide the required bonds on this contract:

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---

Have you ever failed to complete work awarded to you? If so, when, where and why?

---

---

Have you personally inspected the proposed WORK and do you have a complete plan for its performance?

---

Will you subcontract any part of this WORK? If so, give details including a list of each subcontractor(s) that will perform work in excess of ten percent (10%) of the contract amount and the work that will be performed by each subcontractor(s).

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**ATTACHMENT E**

The foregoing list of subcontractor(s) may not be amended after award of the contract without the prior written approval of the Contract Administrator, whose approval shall not be reasonably withheld.

List and describe all bankruptcy petitions (voluntary and involuntary) which have been filed by or against the Proposer, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition.

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List and describe all successful Bond claims made to your surety (ies) during the last five (5) years. The list and descriptions should include claims against the bond of the Proposer and its predecessor organization(s).

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List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Proposer or its predecessor organizations(s) during the last ten (10) years. The list shall include all case names; case, arbitration or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute.

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List and describe all criminal proceedings or hearings concerning business related offenses in which the Proposer, its principals or officers or predecessor organization(s) were defendants.

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**ATTACHMENT E**

Has the Proposer, its principals, officers or predecessor organization (s) been CONVICTED OF A Public Entity Crime, debarred or suspended from bidding by any government entity? If so, provide details.

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Are you an  Original provider  sales representative  contributor,  maker  
 Manufacturer  other, of the commodities/services proposed upon? If other than the original provider, explain below:

---

---

Have you ever been debarred or suspended from doing business with any governmental agency? If yes, please explain:

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Describe the firm's local experience/nature of service with contracts of similar size and complexity, in the previous three (3) years:

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The PROPOSER acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by the VILLAGE in awarding the contract and such information is warranted by PROPOSER to be true. The discovery of any omission or misstatement that materially affects the PROPOSER'S qualifications to perform under the contract shall cause the VILLAGE to reject the Bid, and if after the award, to cancel and terminate the award and/or contract.

\_\_\_\_\_  
By \_\_\_\_\_  
(Signature)



**ATTACHMENT F**

**SWORN STATEMENT PURSUANT TO SECTION 287.133 (3)(a),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the NORTH BAY VILLAGE by:

\_\_\_\_\_ [print individual's name and title]

for \_\_\_\_\_ [print name of entity submitting sworn statement]

whose business address is \_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_ (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_).

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to , any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133 (1)(a), Florida Statutes, means:

- a. A predecessor or successor of a person convicted of a public entity crime; or
- b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in any person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person



# Agenda Item 9A



North Bay Village

RFP NO. 2018-003

controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133 (1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies.]

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent of July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [Attach a copy of the final order.]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY, AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

\_\_\_\_\_  
Signature (Blue ink only)





## ATTACHMENT G

<b>ACORD CERTIFICATE OF LIABILITY INSURANCE</b>				DATE (MM/DD/YY)								
PRODUCER		<p><b>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.</b></p> <p style="text-align: center;"><b>INSURERS AFFORDING COVERAGE</b></p>										
INSURED  <b>YOUR COMPANY NAME HERE</b>		<table style="width:100%; border-collapse: collapse;"> <tr> <td style="width: 40%; border-bottom: 1px solid black;">INSURER A.</td> <td rowspan="5" style="border-left: 1px solid black; border-right: 1px solid black; text-align: center; vertical-align: middle;">Companies providing coverage</td> </tr> <tr> <td style="border-bottom: 1px solid black;">INSURER B.</td> </tr> <tr> <td style="border-bottom: 1px solid black;">INSURER C.</td> </tr> <tr> <td style="border-bottom: 1px solid black;">INSURER D.</td> </tr> <tr> <td style="border-bottom: 1px solid black;">INSURER E.</td> </tr> </table>			INSURER A.	Companies providing coverage	INSURER B.	INSURER C.	INSURER D.	INSURER E.		
INSURER A.	Companies providing coverage											
INSURER B.												
INSURER C.												
INSURER D.												
INSURER E.												
<b>COVERAGES</b>												
<p>THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</p>												
INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)								
	<input type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> policy <input type="checkbox"/> project <input type="checkbox"/> loc.	<b>Must Include General Liability</b>		<b>LIMITS</b> EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/CP AGG \$								
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	<b>SAMPLE CERTIFICATE</b>										
	<input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/> ANY AUTO			AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY AGG \$								
	<input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$			EACH OCCURRENCE \$ AGGREGATE \$ \$ \$								
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			<table style="width:100%; border-collapse: collapse;"> <tr> <td style="width: 50%; border-bottom: 1px solid black;">WC STATU- TORY LIMITS</td> <td style="width: 50%; border-bottom: 1px solid black;">OTH- ER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	WC STATU- TORY LIMITS	OTH- ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
WC STATU- TORY LIMITS	OTH- ER											
E.L. EACH ACCIDENT	\$											
E.L. DISEASE - EA EMPLOYEE	\$											
E.L. DISEASE - POLICY LIMIT	\$											
	<input type="checkbox"/> OTHER			\$ \$ \$								
<p><b>Certificate must contain wording similar to what appears below</b></p>												
<p style="background-color: yellow; border: 1px solid black; padding: 5px;"><b>"THE CERTIFICATE HOLDER IS NAMED AS ADDITIONALLY INSURED WITH REGARD TO GENERAL LIABILITY"</b></p>												
CERTIFICATE HOLDER		ADDITIONAL INSURED; INSURER LETTER:		CANCELLATION								
North Bay Village 1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141		<b>City Must Be Named as Certificate Holder</b>		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DAY <u>30</u> DAYS WRITTEN LEFT.								
AUTHORIZED REPRESENTATIVE												



## **ATTACHMENT H – QUALIFICATION FORMS**

The forms located in this section of the RFP shall be included in the Sealed Proposal. Forms not completed in full may result in disqualification.

**(This space intentionally left blank)**



North Bay Village

RFP NO. 2018-003

## FORM 1 PROPOSAL PRICING SHEET

Provide a proposal containing a total price to perform the work as described in this request for proposals. The total all-inclusive maximum price bid is to contain all direct and indirect costs including all out-of-pocket expenses. The selected vendor agrees not to exceed this amount.

	2018	2019	2020
<b>TOTAL FEE</b>	\$	\$	\$

**Taxpayer Identification Number:** \_\_\_\_\_

**BIDDER:** \_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Signature of Authorized Representative)

\_\_\_\_\_  
(Printed Name and Title)



**FORM 2  
PROPOSER'S STATEMENT OF ORGANIZATION**

1. Full Name of Business Concern (Proposer):

\_\_\_\_\_

Principal Business Address:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2. Principal Contact Person(s):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

3. Form of Business Concern (Corporation, Partnership, Joint Venture, Other):

\_\_\_\_\_

\_\_\_\_\_

4. Provide names of partners or officers as appropriate and indicate if the individual has the authority to sign in name of Proposer. Provide proof of the ability of the individuals so named to legally bind the Proposer.

Name	Address	Title
_____	_____	_____
_____	_____	_____
_____	_____	_____

If a corporation, in what state incorporated: \_\_\_\_\_

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

Month Day Year

If a Joint Venture or Partnership, date of agreement: \_\_\_\_\_

5. List all firms participating in this project (including subcontractors, etc.):

Name	Address	Title
1. _____	_____	_____
2. _____	_____	_____

6. Outline specific areas of responsibility for each firm listed in Question 5.

1. \_\_\_\_\_
2. \_\_\_\_\_





7. Licenses:

a. County or Municipal Occupational License No.

\_\_\_\_\_  
(Attach Copy)

b. Occupational License Classification:

c. Occupational License Expiration Date:

d. Social Security or Federal I.D. No:



---

**FORM 3  
PERSONNEL**

For each person providing services sought in the RFP, provide a detailed resume indicating that individual's areas of expertise and experience. Resumes must be provided in the following format, however, additional information may be provided at the option of the Proposer.

- 
- A. Name & Title
  - B. Years of Experience with this company:  
With Other Similar companies:
  - C. Education:  
  
Degree(s)  
  
Year/Specialization
  - D. Professional References: (List a minimum of 3)
  - E. Other Relevant Experience and Qualifications
  - F. Attach applicable licenses for each individual performing services pursuant to this Contract.



## FORM 4 REFERENCES

The Proposer shall provide a minimum of three (3) references of public and or private agencies presently being served by the Proposer with similar services to those being proposed in this Proposal.

1. Name of Agency: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Principal Contact Person(s): \_\_\_\_\_  
\_\_\_\_\_  
Year Contract Initiated: \_\_\_\_\_
2. Name of Agency: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Principal Contact Person(s): \_\_\_\_\_  
\_\_\_\_\_  
Year Contract Initiated: \_\_\_\_\_
3. Name of Agency: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Principal Contact Person(s): \_\_\_\_\_  
\_\_\_\_\_  
Year Contract Initiated: \_\_\_\_\_



## FORM 5 DRUG-FREE WORKPLACE

The undersigned vendor / contractor (company) in accordance with Chapter 287.087, Florida Statutes, hereby certifies that \_\_\_\_\_ does:

(Name of Company)

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

\_\_\_\_\_  
Signature (Blue ink only)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Witness my hand and official notary seal/stamp at \_\_\_\_\_ the day and year written above

# Agenda Item 9A



North Bay Village

RFP NO. 2018-003

STATE OF FLORIDA                    )  
  ) SS:  
COUNTY OF MIAMI-DADE        )

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared \_\_\_\_\_ as \_\_\_\_\_, of \_\_\_\_\_, an organization authorized to do business in the State of Florida, and acknowledged executing the foregoing Form as the proper official of \_\_\_\_\_ for the use and purposes mentioned in the Form and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation. He/She is personally known to me or has produced \_\_\_\_\_ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:



**FORM 6**  
**ACKNOWLEDGMENT OF ADDENDA**

The Proposer hereby acknowledges the receipt of the following addenda issued by the Village and incorporated into and made part of this RFP. In the event the Proposer fails to include any such addenda in the table below, submission of this form shall constitute acknowledgment of receipt of all addenda, whether or not received by him/her.

ADDENDUM NUMBER	DATE RECEIVED	PRINT NAME	TITLE	SIGNATURE (BLUE INK ONLY)



**FORM 7  
INDEPENDENCE AFFIDAVIT**

The undersigned individual, being duly sworn, deposes and says that:

1. He/She is \_\_\_\_\_ of \_\_\_\_\_, the Proposer that has submitted the attached Proposal;
  
2. (a) Below is a list and description of any relationships, professional, financial or otherwise that Proposer may have with the Village, its elected or appointed officials, its employees or agents or any of its agencies or component units for the past five (5) years.  
(b) Additionally, the Proposer agrees and understands that Proposer shall give the Village written notice of any other relationships professional, financial or otherwise that Proposer enters into with the Village, its elected or appointed officials, its employees or agents or any of its agencies or component units during the period of the Contract.

(If paragraph 2(a) above does not apply, please indicate by stating, "not applicable" in the space below.)

3. I have attached an additional page to this form explaining why such relationships do not constitute a conflict of interest relative to performing the services sought in the RFP.

\_\_\_\_\_  
Signature (Blue ink only)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

[Acknowledgment on following page.]







## FORM 8 CERTIFICATION TO ACCURACY OF PROPOSAL

PROPOSER, by executing this Form, hereby certifies and attests that all Forms, Affidavits and documents related thereto that it has enclosed in the Proposal in support of its Proposal are true and accurate. Failure by the PROPOSER to attest to the truth and accuracy of such Forms, Affidavits and documents shall result in the Proposal being deemed non-responsive and such Proposal will not be considered.

The undersigned individual, being duly sworn, deposes and says that:

1. He/She is \_\_\_\_\_ of \_\_\_\_\_, the PROPOSER that has submitted the attached Proposal;
2. He/She is fully informed respecting the preparation and contents of the attached Proposal and of all Forms, Affidavits and documents submitted in support of such Proposal;
3. All Forms, Affidavits and documents submitted in support of this Proposal and included in this Proposal are true and accurate;
4. No information that should have been included in such Forms, Affidavits and documents has been omitted; and
5. No information that is included in such Forms, Affidavits or documents is false or misleading.

\_\_\_\_\_  
Signature (Blue ink only)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Witness my hand and official notary seal/stamp at \_\_\_\_\_ the day and year written above

STATE OF FLORIDA                    )  
  ) SS:  
COUNTY OF MIAMI-DADE         )

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally \_\_\_\_\_ appeared \_\_\_\_\_ as \_\_\_\_\_, of \_\_\_\_\_, an organization authorized to do business in the State of Florida, and acknowledged executing the

# Agenda Item 9A



*North Bay Village*

RFP NO. 2018-003

foregoing Form as the proper official of \_\_\_\_\_ for the use and purposes mentioned in the Form and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation. He/She is personally known to me or has produced \_\_\_\_\_ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 94 OF THE VILLAGE CODE OF ORDINANCES ENTITLED “GARBAGE, TRASH, AND WEEDS” BY CREATING SECTION 94.25, “PROHIBITION ON DISTRIBUTION, SALE OR USE OF PLASTIC STRAWS”; AMENDING SECTION 153.04 “SCHEDULE OF CIVIL PENALTIES”; PROVIDING FOR ENFORCEMENT; CODIFICATION; SEVERABILITY; CONFLICTS; AND AN EFFECTIVE DATE. *(INTRODUCED BY MAYOR CONNIE LEON-KREPS, VICE MAYOR ANDREANA JACKSON, COMMISSIONER JOSE ALVAREZ, COMMISSIONER LAURA CATTABRIGA, AND COMMISSIONER EDDIE LIM)***

**WHEREAS**, North Bay Village (“Village”) is committed to environmental conscientiousness and leadership, and towards that end has previously adopted ordinances prohibiting the sale or use of polystyrene food service articles by Village contractors, special event permittees, food service providers, and stores; and

**WHEREAS**, the Village finds that plastic straws are non-biodegradable and when irresponsibly discarded pose an environmental hazard to health, safety and welfare of the residents and visitors of the Village as well as negatively impacting water quality and the surrounding marine life; and

**WHEREAS**, the Village finds that it is in the public interest, safety, and welfare to reduce litter and pollutants on the lands and in the waters of the Village; and

**WHEREAS**, discarded plastic straws threaten wildlife and marine life and degrade and litter the beaches and waters off of Florida’s coast, which include areas within the Village; and

**WHEREAS**, plastic straws constitute a portion of the litter in the Village’s streets, parks, public places, and waterfront areas; and

**WHEREAS**, the use, sale, and distribution of plastic straws has a detrimental effect on the Village’s environment; and

**WHEREAS**, the Village Commission finds that there are reasonable, environmentally-friendly alternatives to plastic straws, including straws made of paper, plant, vegetable and other natural products are available and are a more environmentally - friendly alternative to plastic straws; and

# Agenda Item 10A

**WHEREAS**, the Village Commission wishes to amend Chapter 94 of the Village's Code to create Section 94.25 to prohibit the sale, distribution, and use of plastic straws; and

**WHEREAS**, the Village Commission finds that this Ordinance is necessary for the preservation and improvement of the environment, public health, safety and welfare of the Village's residents and visitors.

**NOW, THEREFORE, BE IT ENACTED BY THE COMMISSION OF NORTH BAY VILLAGE, AS FOLLOWS:**

**Section 1. Recitals.** The above-stated recitals are true and correct and are incorporated herein by this reference.

**Section 2. Village Code Amended.** The North Bay Village Code of Ordinances is hereby amended by adding Section 94.25, which section reads as follows:

**Section 94-25. Prohibition on Distribution, Sale or Use of Plastic Straws.**

(a) **Definitions.** For purposes of this section, the following definitions apply:

(1) **Natural products** mean an item containing nothing artificial or synthetic in its compounds while it remains a whole item and throughout its decomposition process.

(2) **"Distribution" or to "distribute"** shall mean the vending, sale, giving, deployment or delivering for any purpose of a plastic straw, other than as defined herein, whether or not incident to the sale, vending or provision of any kind of beverage

(3) **Plastic Straw** shall mean a straw provided, sold, or distributed for the purpose of imbibing liquids or transferring a beverage from its container to the mouth of the drinker by suction, which is made predominantly of plastic derived from petroleum, a biologically-based source (such as corn or other plants), or polystyrene, polypropylene, or polyethylene, and which is intended for a single-use.

(4) **Special Event Permittee** shall mean any person or entity, and their subcontractor(s), issued a special event permit by the Village for a special event on Village property or in a Village facility.

# Agenda Item 10A

(5) Village Facility includes, but is not limited to, any building, structure, park, beach, road, street, right-of-way, or other facility owned, operated or managed by the Village.

(4) Village Property includes, but is not limited to, any land, water, or air rights owned, operated or managed by the Village.

**(b) Plastic Straws Prohibited; Exceptions**

(1) A Plastic Straw shall not be used, sold, or distributed in any commercial establishment or at any Village Facility or Village Property or by any Special Event Permittee.

(2) Exceptions.

- a. This prohibition shall not apply to pre-packaged drinks sold at commercial establishments.
- b. This prohibition shall not apply to medical or dental facilities.
- c. This prohibition shall not apply to the school district or county, state, or federal governmental entities.

**(c) Enforcement; Penalties**

(1) Following adoption of this Section, the Village shall engage in public education efforts to inform commercial establishments of the provisions of this Section and to provide assistance with identifying alternatives to Plastic Straws.

(2) Beginning ninety (90) days after the adoption of this Ordinance, the Village's Code Enforcement Department shall enforce all provisions of this Section.

(3) Penalties for violations of the provisions of this Section shall be enforced through Chapter 153 of the Village Code.

Section 153.04, Schedule of Civil Penalties is hereby amended as follows:

**Section Description of Violation**

94.25(b) Using, selling, or distributing plastic straws in Village commercial establishment, at Village facility, Village property, or by Special Event Permittee.

Penalty for violation of Sections 94.25(b)

(a) First violation within a 12-month period.....\$100.00

(b) Second violation within a 12-month period.....\$200.00

(c) Third or subsequent violation within a 12-month period...\$500.00

# Agenda Item 10A

**Section 3. Codification.** It is the intent of the Village Commission that the provisions of this Ordinance shall become and be made a part of the North Bay Village Code of Ordinances, and that the sections of this Ordinance may be re-numbered or re-lettered, and the word "Ordinance" may be changed to "section," "article," "regulation," or such other appropriate word or phrase in order to accomplish such intentions.

**Section 4. Severability.** The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

**Section 5. Conflicts.** All Ordinances or parts of Ordinances, resolutions or parts of resolutions, in conflict herewith, are repealed to the extent of such conflict.

**Section 6. Effective Date.** This Ordinance shall become effective immediately upon final adoption on second reading.

The foregoing Ordinance was offered by \_\_\_\_\_, who moved for its approval on first reading. This motion was seconded by \_\_\_\_\_, and upon being put to a vote, the vote was as follows:

**THE VOTES WERE AS FOLLOW:**

Mayor Connie Leon-Kreps \_\_\_\_\_  
Vice Mayor Andreana Jackson \_\_\_\_\_  
Commissioner Jose Alvarez \_\_\_\_\_  
Commissioner Laura Cattabriga \_\_\_\_\_  
Commissioner Eddie Lim \_\_\_\_\_

**APPROVED ON FIRST READING** during a regular session of the North Bay Village Commission Meeting this \_\_\_\_ day of \_\_\_\_\_ 2018.

The foregoing Ordinance was offered by \_\_\_\_\_, who moved for its enactment. This motion was seconded by \_\_\_\_\_, and upon being put to a vote, the vote was as follows:



# Agenda Item 10A

**FINAL VOTE ON ADOPTION:**

Mayor Connie Leon-Kreps	_____
Vice Mayor Andreana Jackson	_____
Commissioner Jose Alvarez	_____
Commissioner Laura Cattabriga	_____
Commissioner Eddie Lim	_____

**PASSED AND ENACTED** by the Commission of North Bay Village this  
\_\_\_\_ day of \_\_\_\_\_ 2018.

\_\_\_\_\_  
Connie Leon-Kreps  
Mayor

ATTEST:

\_\_\_\_\_  
Yvonne Hamilton, CMC  
Village Clerk

APPROVED AS TO FORM FOR THE USE OF  
NORTH BAY VILLAGE ONLY:

\_\_\_\_\_  
Norman Powell, Esq.  
Village Attorney

North Bay Village Ordinance-Prohibition on Distribution, Sale, or use of Plastic Straws.



## North Bay Village

Administrative Offices

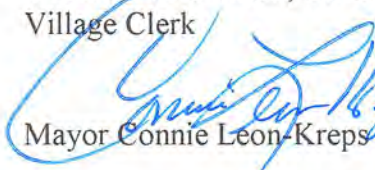
1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

Tel: (305) 756-7171 Fax: (305) 756-7722 Website: [www.nbvillage.com](http://www.nbvillage.com)

### MEMORANDUM North Bay Village

**DATE:** June 28, 2018

**TO:** Yvonne P. Hamilton, CMC  
Village Clerk

**FROM:**   
Mayor Connie Leon-Kreps

**SUBJECT:** Introduction of Ordinance

---

Pursuant to Section 3.08 of the Village Charter, I hereby introduce the following Ordinance:

**AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 94 OF THE VILLAGE CODE OF ORDINANCES ENTITLED "GARBAGE, TRASH, AND WEEDS" BY CREATING SECTION 94.25, "PROHIBITION ON DISTRIBUTION, SALE OR USE OF PLASTIC STRAWS"; AMENDING SECTION 153.04 "SCHEDULE OF CIVIL PENALTIES"; PROVIDING FOR ENFORCEMENT; CODIFICATION; SEVERABILITY; CONFLICTS; AND AN EFFECTIVE DATE.**

Accordingly, please place the item on the next available agenda.

CLK:yph

Mayor  
Connie Leon-Kreps

Vice Mayor  
Andreanna Jackson

Commissioner  
Jose R. Alvarez

Commissioner  
Laura Cattabriga

Commissioner  
Eddie Lim



## North Bay Village

Administrative Offices


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### MEMORANDUM North Bay Village

**DATE:** June 25, 2018

**TO:** Yvonne P. Hamilton, CMC  
Village Clerk

**FROM:**   
Vice Mayor Andreana Jackson

**SUBJECT:** Introduction of Ordinance

---

Pursuant to Section 3.08 of the Village Charter, I hereby introduce the following Ordinance:

**AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 94 OF THE VILLAGE CODE OF ORDINANCES ENTITLED "GARBAGE, TRASH, AND WEEDS" BY CREATING SECTION 94.25, "PROHIBITION ON DISTRIBUTION, SALE OR USE OF PLASTIC STRAWS"; AMENDING SECTION 153.04 "SCHEDULE OF CIVIL PENALTIES"; PROVIDING FOR ENFORCEMENT; CODIFICATION; SEVERABILITY; CONFLICTS; AND AN EFFECTIVE DATE.**

Accordingly, please place the item on the next available agenda.

AJ:yph

Mayor  
Connie Leon-Kreps

Vice Mayor  
Andreanna Jackson

Commissioner  
Jose R. Alvarez

Commissioner  
Laura Cattabriga

Commissioner  
Eddie Lim



## North Bay Village

Administrative Offices

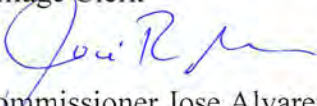
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### MEMORANDUM North Bay Village

**DATE:** June 25, 2018

**TO:** Yvonne P. Hamilton, CMC  
Village Clerk

**FROM:**   
Commissioner Jose Alvarez

**SUBJECT:** Introduction of Ordinance

---

Pursuant to Section 3.08 of the Village Charter, I hereby introduce the following Ordinance:

**AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 94 OF THE VILLAGE CODE OF ORDINANCES ENTITLED "GARBAGE, TRASH, AND WEEDS" BY CREATING SECTION 94.25, "PROHIBITION ON DISTRIBUTION, SALE OR USE OF PLASTIC STRAWS"; AMENDING SECTION 153.04 "SCHEDULE OF CIVIL PENALTIES"; PROVIDING FOR ENFORCEMENT; CODIFICATION; SEVERABILITY; CONFLICTS; AND AN EFFECTIVE DATE.**

Accordingly, please place the item on the next available agenda.

JA:yph

Mayor  
Connie Leon-Kreps

Vice Mayor  
Andreanna Jackson

Commissioner  
Jose R. Alvarez

Commissioner  
Laura Cattabriga

Commissioner  
Eddie Lim





## North Bay Village

Administrative Offices

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### MEMORANDUM

North Bay Village

**DATE:** June 28, 2018

**TO:** Yvonne P. Hamilton, CMC  
Village Clerk

**FROM:** Commissioner Laura Cattabriga

**SUBJECT:** Introduction of Ordinance

A handwritten signature in blue ink, appearing to read "Laura Cattabriga", is written over the "TO:" and "FROM:" fields of the memorandum.

---

Pursuant to Section 3.08 of the Village Charter, I hereby introduce the following Ordinance:

**AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 94 OF THE VILLAGE CODE OF ORDINANCES ENTITLED "GARBAGE, TRASH, AND WEEDS" BY CREATING SECTION 94.25, "PROHIBITION ON DISTRIBUTION, SALE OR USE OF PLASTIC STRAWS"; AMENDING SECTION 153.04 "SCHEDULE OF CIVIL PENALTIES"; PROVIDING FOR ENFORCEMENT; CODIFICATION; SEVERABILITY; CONFLICTS; AND AN EFFECTIVE DATE.**

Accordingly, please place the item on the next available agenda.

LC:ypb

Mayor  
Connie Leon-Kreps

Vice Mayor  
Andreanna Jackson

Commissioner  
Jose R. Alvarez

Commissioner  
Laura Cattabriga

Commissioner  
Eddie Lim



## North Bay Village

Administrative Offices

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### MEMORANDUM North Bay Village

**DATE:** June 25, 2018  
**TO:** Yvonne P. Hamilton, CMC  
Village Clerk  
**FROM:** Commissioner Eddie Lim  
**SUBJECT:** Introduction of Ordinance

---

Pursuant to Section 3.08 of the Village Charter, I hereby introduce the following Ordinance:

**AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 94 OF THE VILLAGE CODE OF ORDINANCES ENTITLED "GARBAGE, TRASH, AND WEEDS" BY CREATING SECTION 94.25, "PROHIBITION ON DISTRIBUTION, SALE OR USE OF PLASTIC STRAWS"; AMENDING SECTION 153.04 "SCHEDULE OF CIVIL PENALTIES"; PROVIDING FOR ENFORCEMENT; CODIFICATION; SEVERABILITY; CONFLICTS; AND AN EFFECTIVE DATE.**

Accordingly, please place the item on the next available agenda.

EL:yph

Mayor  
Connie Leon-Kreps

Vice Mayor  
Andreanna Jackson

Commissioner  
Jose R. Alvarez

Commissioner  
Laura Cattabriga

Commissioner  
Eddie Lim

# Agenda Item 10B



North Bay Village

Administrative Offices

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

Tel: (305) 756-7171 Fax: (305) 756-7722 Website:

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

## **NORTH BAY VILLAGE RECOMMENDATION MEMORANDUM**

**DATE:** June 26, 2018

**TO:** Mayor Connie Leon-Kreps  
Vice Mayor Andreana Jackson  
Commissioner Jose R. Alvarez  
Commissioner Laura Cattabriga  
Commissioner Eddie Lim

**RECOMMENDED BY MANAGER:** Marlen D. Martell, MPA, CFM *MDM*  
Village Manager

*Juan Valiente*  
**PRESENTED BY:** Juan Carlos Valiente Director of Public Works

**SUBJECT:** Sanitary Sewer Evaluation Testing

---

### **RECOMMENDATION:**

It is recommended that the Village Commission approve the attached Resolution accepting the proposal from EnviroWaste Services Group, Inc. for the purpose of conducting a Sanitary Sewer Evaluation Survey (SSES) testing, at a lump sum payment of \$30,000.00.

### **BACKGROUND:**

The Administrative Consent Agreement between North Bay Village and DERM provides for evaluation of the sanitary sewer collection system in order to identify and reduce infiltration and overflow into the system. The SSES testing involves a six-month testing phase, which measures the amount of "outside water" entering the Village's sanitary sewer system.

There are only two companies that provide this type of testing, as verified by the Village Engineer Gary Ratay of Kimley-Horn & Associates, Inc. Attached are two proposals from these companies: EnviroWaste Services Group, Inc. - \$30,000.00 and The Avanti Company - \$83,940.00.



# Agenda Item 10B

Pursuant to Section 36.25(L) of the Village Code, the Village Commission may award a contract without sealed bidding upon a finding that the process of competitive bidding and competitive proposals is not in the best interest of the Village. Considering that the only two companies that provide the SSES testing have submitted proposals, it is not in the best interest of the Village to solicit bids.

## **FINANCIAL IMPACT:**

Funding is available in the FY 2018 Budget, Account No. 430-35-535-3110/Engineering and Planning Account.

## **PERSONNEL IMPACT:**

None.

## **CONTACT:**

Juan Carlos Valiente Public Works Director



## North Bay Village

Administrative Offices


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### MEMORANDUM North Bay Village

**DATE:** June 28, 2018

**TO:** Yvonne P. Hamilton, CMC  
Village Clerk

**FROM:** Marlen D. Martell, MPA, CFM   
Village Manager

**SUBJECT:** Introduction of Resolution

---

Pursuant to Section 3.08 of the Village Charter, I hereby introduce the following Resolution:

**A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, ACCEPTING A PROPOSAL FROM ENVIROWASTE SERVICES GROUP, INC. TO CONDUCT A SANITARY SEWER EVALUATION TESTING; AUTHORIZING THE VILLAGE OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE PROPOSAL; AND SETTING AN EFFECTIVE DATE.**

Accordingly, please place the item on the next available agenda.

MDM:ypb

Mayor  
Connie Leon-Kreps

Vice Mayor  
Andreanna Jackson

Commissioner  
Jose R. Alvarez

Commissioner  
Laura Cattabriga

Commissioner  
Eddie Lim

# Agenda Item 10B

## RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, ACCEPTING A PROPOSAL FROM ENVIROWASTE SERVICES GROUP, INC. TO CONDUCT A SANITARY SEWER EVALUATION TESTING; AUTHORIZING THE VILLAGE OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE PROPOSAL; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER MARLEN D. MARTELL)**

**WHEREAS**, the Village is required to evaluate the Sewer Pump Stations to quantify the waste water entering the system; and

**WHEREAS**, the sanitary sewer evaluation testing is required as part of the action plan in accordance with the Consent Decree between the Village and Miami-Dade County Department of Environmental Resources Management (DERM); and

**WHEREAS**, price proposals were received from EnviroWaste for \$30,000.00 and the Avanti Company for \$83,940.00; and it was found that these are the only two companies that provide this type of service; and

**WHEREAS**, Pursuant to Section 36.25(L) of the Village Code, the Village Commission may award a contract without sealed bidding upon a finding that the process of competitive bidding and competitive proposals is not in the best interest of the Village; and

**WHEREAS**, the Village Commission finds that soliciting proposals for the sanitary sewer evaluation testing through competitive bidding is not in the best interest of the Village since proposals have been received from both companies that provide the service.

**NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals.** The above Recitals are true and correct and incorporated herein by this reference.

**Section 2. Acceptance of Proposal:** The Proposal from EnviroWaste for the provision of sanitary sewer evaluation testing at a lump sum cost of \$30,000.00, attached hereto and incorporated herein, as Exhibit "1", is hereby approved.

**Section 3. Authorization of Village Officials.** The Village Manager and the Village Attorney are authorized to take all actions necessary to implement the terms and conditions of the Proposal.

# Agenda Item 10B

**Section 4.** **Effective Date.** This Resolution shall take effect immediately upon adoption.

The foregoing Resolution was offered by \_\_\_\_\_, who moved for its adoption. This motion was seconded by \_\_\_\_\_, and upon being put to a vote, the vote was as follows:

**FINAL VOTE AT ADOPTION:**

Mayor Connie Leon-Kreps	_____
Vice Mayor Andreana Jackson	_____
Commissioner Jose Alvarez	_____
Commissioner Laura Cattabriga	_____
Commissioner Eddie Lim	_____

PASSED and ADOPTED this 10th day of July 2018.

\_\_\_\_\_  
Connie Leon-Kreps  
Mayor

**ATTEST:**

\_\_\_\_\_  
YVONNE P. HAMILTON, CMC  
Village Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Norman C. Powell, Esq.  
Village Attorney

# Agenda Item 10B



## ENVIROWASTE SERVICES GROUP, INC.

SPECIFIC WORK ORDER

BETWEEN

ENVIROWASTE SERVICES GROUP, INC.

and

North Bay Village

The parties to this Specific Work Order are parties to this Professional Services dated June 6, 2018 (the "Agreement"). The parties hereto agree that all of the terms and conditions set forth in the Agreement are in full force and effect and incorporated herein by reference. The terms and conditions of the Agreement shall govern and control over any inconsistent terms or conditions contained in this Specific Work Order except as to the scope of work to be performed and the fees for such work which are set forth herein and which shall control. Capitalized terms used in this Specific Work Order that are not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

**RE: Proposed flow meter installation at North Bay Village**

	<u>Qty</u>	<u>unit</u>	<u>Unit price</u>	<u>Total</u>
Flow meter monthly rental fee, installation and removal (1-30 days minimum rental)	6	EA	\$4,350.00	\$26,100.00
QA/QC service	6	EA	\$650.00	\$3,900.00
Mobilization fee (if location is not ready for installation)	1	EA	\$500.00	TBD
Vactor service (if required)	4	HR	\$200.00	TBD
			<b>Total=</b>	<b>\$30,000.00</b>

*This proposal excludes all permit fees, final reports and off-duty postage*

SERVICE CHARGE: IF ANY PAYMENT DUE HEREUNDER OR PURSUANT TO ANY SPECIFIC WORK ORDER IS NOT RECEIVED BY THE CONSULTANT WITHIN THIRTY (30) DAYS AFTER ITS DUE DATE, A SERVICE CHARGE IN THE AMOUNT OF ONE AND ONE-HALF PERCENT (1.5%) OF THE UNPAID BALANCE WILL BE CHARGED TO THE CLIENT (THE "SERVICE CHARGE"). THE SERVICE CHARGE SHALL BE APPLIED MONTHLY AND ANY PREVIOUSLY UNPAID SERVICE CHARGE WILL BE ADDED TO THE UNPAID BALANCE. The Client hereby authorizes the Consultant to commence the work (commencement date) required under this Specific Work Order on \_\_\_\_\_. **IN WITNESS WHEREOF**, the parties have duly executed this Specific Work Order as of the day and year first above written.

"CLIENT"

"CONSULTANT" (ENVIROWASTE SERVICES GROUP, INC.)  
A Florida Corporation

\_\_\_\_\_

\_\_\_\_\_  
Mike Garcia

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
Director of Operations  
\_\_\_\_\_  
TITLE

# Agenda Item 10B

**Juan Valiente**

---

**From:** julio.fojon@envirowastesg.com <julio.fojon@gmail.com>  
**Sent:** Monday, June 25, 2018 6:58 PM  
**To:** Juan Valiente  
**Cc:** eddy.barba@envirowastesg.com; Leyma Cuesta; julio.fojon@envirowastesg.com; Marie A. Bennett  
**Subject:** Re: Envirowaste\_Proposal for Flow Meter Installation at North Bay Village.pdf

This is correct.

Julio

On Mon, Jun 25, 2018, 4:38 PM Juan Valiente <[JValiente@nbvillage.com](mailto:JValiente@nbvillage.com)> wrote:

This is the proposal that I need to confirm that it is for 6 meters and 6 months or the duration and motoring of the SSES testing.

Thank you.

Do your part in keeping our planet "Green", minimize paper usage. Thank you! - North Bay Village.  
North Bay Village is a public entity subject to Chapter 119 of the Florida Statutes concerning public records.  
E-mail messages are covered under such laws and thus subject to disclosure.



# Agenda Item 10B



Revised

Quote # EC-040618-01-03

## Quotation

22 South Lake Avenue  
 Avon Park, FL 33825-3902  
[www.avanticompany.com](http://www.avanticompany.com)

Toll Free: 1-800-284-5231  
 Fax: 863-453-0085  
 E-Mail: [info@avanticompany.com](mailto:info@avanticompany.com)

Date 4/6/18

Terms Net 30 days

Prices FOB Factory

Delivery 3-4 weeks

Phone # \_\_\_\_\_

Cell # 786-897-9441


Reference # \_\_\_\_\_

**To:** Mr. Diego Lopez  
 North Bay Village Utilities  
 1666 Kennedy Causeway, Suite 300  
 North Bay Village, FL 33141

[dlopez@nbvillage.com](mailto:dlopez@nbvillage.com)

We are pleased to quote the following:

Item	Quantity	Description	Unit Price	Total
A	6	Team Avanti Waste Water Collection Services Platinum Plus - Flow Monitoring Division implementation of 6 Flo-Dar Non-Contact Area/Velocity Flow metering systems for DERM Plan B Regulatory purposes - 6 Month Implementation,	\$10,490.00	\$62,940.00
B	6	Installation and Calibration of Flow Meter, includes in-situ calibration	\$2,500.00	\$15,000.00
C	6	Team Avanti Quality Analysis and Quality Control for 6 months - Project Management Services	\$1,000.00	\$6,000.00
<b>Project Total:</b>				<b><u>\$83,940.00</u></b>
AA	6	DERM Plan B - Night Flow Isolation Reporting (Optional)	\$1,500.00	\$9,000.00
		<p>***This Program will be from June 1st through November 30th.                      ***<u>above pricing does not include freight charges.</u></p>		

Quoted By:  ( Eric J. Corey ) / Accepted By: \_\_\_\_\_

Prices quoted above are current prices in effect and are subject to acceptance within 30 days from the above date, and are firm on an order resulting from this quote scheduled to ship within 60 days from date of order entry. All items quoted will be produced in strict accordance to any Government Regulation in effect including Fair Labor-Standards Act, OSHA, and Equal Employment Opportunity Executive orders. Delivery schedules are contingent upon strikes, accidents, fires, availability of materials and all other causes beyond our control.



# Agenda Item 10B

## Ratay, Gary

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**From:** Ratay, Gary  
**Sent:** Friday, June 1, 2018 8:12 AM  
**To:** Juan Valiente (JValiente@nbvillage.com)  
**Cc:** Marlen Martell (MMartell@nbvillage.com); 'ymenegazzo@nbvillage.com'  
**Subject:** CIP Update Meeting Items  
**Attachments:** water meter scrap quote.pdf; Avanti Quote\_2018 SSES.pdf; Eric Corey.vcf

Juan,

Per our meeting yesterday, the following items are attached as requested:

1. Water meter scrap quote
2. The Avanti Company quote for 2018 SSES flow meter work
3. The Avanti Company contact Eric Corey

**Eric Corey**

The Avanti Company  
Sales Representative  
(863) 453-5336 Work  
(305) 804-5940 Mobile  
ecorey@avanticompany.com  
22 South Lake Avenue  
Avon Park, Florida 33825-3902  
www.avanticompany.com

Thank you for approving the items yesterday associated with the Water Main Rehabilitation Program. I will advise ROHL Networks accordingly.

**Gary R. Ratay, P.E.**

**Kimley-Horn** | 600 North Pine Island Road, Suite 450, Plantation, FL 33324  
Direct: 954 535 5112 | Mobile: 954 646 3509

Celebrating 11 years as one of FORTUNE's 100 Best Companies to Work For



## North Bay Village

Administrative Offices

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

### **NORTH BAY VILLAGE RECOMMENDATION MEMORANDUM**

**DATE:** July 3, 2018

**TO:** Mayor Connie Leon Kreps  
Vice-Mayor Andreana Jackson  
Commissioner Jose Alvarez  
Commissioner Laura Cattabriga  
Commissioner Eddie Lim

**RECOMMENDED BY:** Village Manager Marlen D. Martell, MPA, CFM *[Signature]*

**PRESENTED BY STAFF:** Village Grant Writer Lakesha Morris

**SUBJECT:** Request to Approve Children's Trust Grant

#### **RECOMMENDATION:**

It is recommended that the Village Commission approve the attached Resolution approving the contract between the Children's Trust and the Village for the provision of Youth Development Services (K-5).

#### **BACKGROUND AND ANALYSIS**

On January 31, 2018, the Village submitted a grant proposal to The Children's Trust (the "Trust") in response to the Trust's "Youth Development: K-5 RFP #2018-02". The grant proposal supports the continuation of the Village's Out-of-School Program at Treasure Island Elementary School. The North Bay Village Out-of-School Program's motto is "Our Children are Our Treasure". The program operates year-around and provides youth with literacy, physical fitness, social skills development, homework assistance, and nutritious meals. Sixty (60) youth are recruited from Treasure Island Elementary and surrounding schools. An on-site ESE Coordinator ensures that service provision is inclusive. The Village provides additional enrichment activities such as Environmental Science, Arts and Crafts, Zumba Fitness, Field Trips, and Community Service Projects.

Mayor  
Connie Leon-Kreps

Vice Mayor  
Andreanna Jackson

Commissioner  
Jose R. Alvarez

Commissioner  
Laura Cattabriga

Commissioner  
Eddie Lim

# Agenda Item 10C

On May 29, 2018, the Trust's Board of Directors formally approved the Village's application and awarded a grant in the amount of \$169,252. This contract will begin in August 1, 2018 and is renewable for up to five (5) years for a total of \$846,260.00.

## **BUDGETARY IMPACT**

There is a cost to the Village of \$10,000 per year for the program.

## **CONTACT**

Grant Writer Lakeesha Morris



## North Bay Village

Administrative Offices


1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

Tel: (305) 756-7171 Fax: (305) 756-7722 Website: [www.nbvillage.com](http://www.nbvillage.com)

### MEMORANDUM North Bay Village

**DATE:** July 3, 2018

**TO:** Yvonne P. Hamilton, CMC  
Village Clerk

**FROM:** Marlen D. Martell, MPA, CFM   
Village Manager

**SUBJECT:** Introduction of Resolution

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Pursuant to Section 3.08 of the Village Charter, I hereby introduce the following Resolution:

**A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE CONTRACT BETWEEN THE CHILDREN'S TRUST AND THE VILLAGE FOR THE PROVISION OF YOUTH DEVELOPMENT SERVICES (K-5); AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE CONTRACT; AND PROVIDING FOR AN EFFECTIVE DATE.**

Accordingly, please place the item on the next available agenda.

MDM:yph

Mayor  
Connie Leon-Kreps

Vice Mayor  
Andreanna Jackson

Commissioner  
Jose R. Alvarez

Commissioner  
Laura Cattabriga

Commissioner  
Eddie Lim

# Agenda Item 10C

## RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE CONTRACT BETWEEN THE CHILDREN'S TRUST AND THE VILLAGE FOR THE PROVISION OF YOUTH DEVELOPMENT SERVICES (K-5); AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE CONTRACT; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER MARLEN D. MARTELL)**

**WHEREAS**, the Children's Trust (the "Trust") is a dedicated source of revenue established by voter referendum to improve the lives of children and families in Miami-Dade County (the "County"); and

**WHEREAS**, the Trust provides funding for organizations to provide out-of-school programs throughout the County; and

**WHEREAS**, North Bay Village (the "Village") was selected on May 29, 2018 by the Trust as a recipient of funding for the Village's Out-of-School Program (the "Program"); and

**WHEREAS**, the Trust and Village's staff will work together on the details of the scope of services and budget for the Trust-funded portion of the program; and

**WHEREAS**, the Village Commission desires to accept the Trust funding and authorize the Village Manager to execute a contract and any subsequent annual renewals (the "Contract") with the Trust, which Contract is attached hereto as Exhibit "A"; and

**WHEREAS**, the Village Commission finds that this Resolution is in the best interest and welfare of the Village.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS:**

**Section 1.      Recitals.** The above recitals are true and correct and are incorporated herein by this reference.

**Section 2.      Approved.** The Village Commission approves the Contract relating to the disbursement of Trust funds to the Village in substantially the form attached hereto as Exhibit "A."

**Section 3.      Village Manager Authorized.** The Village Manager is authorized to execute the Contract, and any subsequent annual renewals, in substantially the form attached hereto as Exhibit "A," on behalf of the Village, subject to the approval of the Village Attorney as to form, content and legal sufficiency.

# Agenda Item 10C

**Section 4. Effective Date.** This Resolution shall become effective immediately upon adoption.

The foregoing Resolution was offered by \_\_\_\_\_, who moved for its adoption. This motion was seconded by \_\_\_\_\_, and upon being put to a vote, the vote was as follows:

**FINAL VOTE AT ADOPTION:**

Mayor Connie Leon-Kreps \_\_\_\_\_  
Vice Mayor Eddie Lim \_\_\_\_\_  
Commissioner Jose R. Alvarez \_\_\_\_\_  
Commissioner Dr. Douglas Hornsby \_\_\_\_\_  
Commissioner Andrea Jackson \_\_\_\_\_

PASSED and ADOPTED this 10th day of July 2018.

\_\_\_\_\_  
MAYOR CONNIE LEON-KREPS

**ATTEST:**

\_\_\_\_\_  
YVONNE P. HAMILTON, CMC  
Village Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
NORMAN C. POWELL, ESQ.  
Village Attorney

North Bay Village Resolution: Children's Trust Agreement

# Agenda Item 10C

**CONTRACT NO. \_\_\_\_\_**  
**BETWEEN THE CHILDREN'S TRUST**  
**AND [AGENCY NAME]**  
**FOR [INSERT APPROPRIATE INITIATIVE]**

<b>Agency's address:</b>	
<b>Agency's federal identification number:</b>	
<b>Vendor's identification number:</b>	
<b>Effective term:</b>	_____ through _____
<b>Funding amount shall not exceed:</b>	
<b>Required match amount (if applicable):</b>	
<b>Approved by resolution number:</b>	
<b>Agency's authorized official for notices</b>	
<b>Agency's custodian of public records</b> (applicable if Agency is subject to Chapter 119, Florida Statutes):	

**THIS CONTRACT** is between **The Children's Trust**, whose address is 3150 SW 3<sup>rd</sup> Avenue, 8<sup>th</sup> Floor, Miami, FL 33129, and **[Agency Name]**, hereafter referred to as "Provider," whose address is listed above.

In consideration of the mutual covenants herein, The Children's Trust and Provider (hereafter collectively referred to as "**Parties**") agree as follows:

This Contract is subject to funding availability and Provider's performance.

**A. TERMS OF RENEWAL, if applicable**

In the sole discretion of The Children's Trust, this Contract may be renewed with Provider's authorization. Contract renewals will be contingent on board approval and in accordance with applicable solicitation documents for services provided. Such renewal may not exceed five (5) terms. The Children's Trust's determination to renewing Provider's Contract will include, but is not limited to, consideration of the following:

1. Provider meeting the performance requirements specified in this Contract.
2. Continued demonstrated and documented need for the services funded in the community.
3. Provider's satisfactory program performance, fiscal performance, and compliance with the terms of the Contract, as determined by The Children's Trust in its sole discretion.
4. Availability of funds.

**B. SCOPE OF SERVICES**

**All Providers**

1. Provider agrees to render services in accordance with **Attachment A: Scope of Services** (hereafter "Services"), to this Contract. Provider shall implement the Services in a manner deemed satisfactory to The Children's Trust. Any modification to the Services shall not be effective until approved, in writing, by The Children's Trust and Provider.
2. The Services activities and performance measures, as well as complete and accurate data and programming information, will be used in the evaluation of Provider's overall performance.
3. Provider agrees that all funding provided by The Children's Trust, pursuant to this Contract, will be used exclusively for Services in and for the benefit of Miami-Dade County residents.

**School-based Health Providers only**



# Agenda Item 10C

In addition to the three requirements above, the school-based health providers must abide by the following:

4. Based upon the referral process, the services under this Contract shall be available to all students at the designated school sites regardless of financial status or social/economic background. Provider is responsible for the clinical supervision of all direct staff.
5. Provider is solely responsible for securing compliance with any applicable state and federally mandated requirements for consents for health services, including medical treatment, and compliance with notification of privacy practices. Provider shall secure parental consent for health services. All consents for treatment shall specifically state that all treatment is being rendered by Provider and not by The Children's Trust.
6. Provider shall comply with applicable state and federal laws and Miami-Dade County Public Schools (M-DCPS) policies and regulations relating to the confidentiality of student records and information. Provider assures it shall provide the parents, or the student who is beyond the age of eighteen (18), the right of access to medical records, as specified in section 228.093, Florida Statutes, and Rule 6A-1.0955, F.A.C.
7. Upon request from the Florida Department of Health, Provider shall provide evidence of appropriate credentials and/or licenses of all direct staff assigned to the schools.
8. Where applicable, Provider shall comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as well as, all regulations promulgated thereunder (45 CFR Parts 160,162, and 164).
9. Provider may apply for Medicaid reimbursement, third party billing or any type of reimbursement available to patients. Provider is solely responsible for compliance with, and adherence to, all state and federal laws and regulations for health care related services, including, but not limited to, privacy and confidentiality.

## **C. TOTAL FUNDING**

Subject to the availability of funds, the maximum amount payable for Services rendered under this Contract shall not exceed the amount stated above. Provider agrees that should available funding to The Children's Trust be reduced, the amount payable under this Contract may be proportionately reduced at the sole option of The Children's Trust with a proportional reduction in services. Provider agrees to adhere to **Attachment B: Budget, Invoices, Method of Payment and Other Fiscal Requirements**, of this Contract.

## **D. FISCAL MANAGEMENT**

### **1. Double Billing and Payments**

Provider costs or earnings claimed under this Contract may not also be claimed under any other contract or grant from The Children's Trust or, unless such claim is denied by The Children's Trust, from any other agency. Any claim for double payment by Provider shall be a material breach of this Contract.

### **2. No Supplanting of Existing Public Funds**

The Children's Trust funding may not be used as a substitute for existing resources or for resources that would otherwise be available for children's services, or to replace funding previously provided by, and currently available from, local and state funding sources for the same purpose. A violation of this section is a material breach of this Contract.

### **3. Capital Equipment**

Capital equipment is included in the definition of "property" under Florida Statutes, Chapter 274, and Florida Administrative Code, Section 69I-73.002, and is defined as individual items with a value of \$1,000.00 or greater which have a life expectancy of more than one (1) year.

All capital equipment acquired by Provider valued at less than \$10,000.00 and reimbursed by The Children's Trust shall be capitalized by the Provider, and Provider shall retain all rights and possession of equipment unless this Contract is subject to termination or early cancellation. Should this Contract be terminated or not renewed, The Children's Trust may, in its sole discretion, acquire rights and possession of all reimbursed capital equipment that is not fully

depreciated.

All capital equipment acquired by Provider valued as equal to or greater than \$10,000.00 and reimbursed by The Children's Trust shall be capitalized by The Children's Trust, and The Children's Trust shall retain all rights to that equipment until the item is fully depreciated. Should this Contract be subject to termination or early cancellation, The Children's Trust, in its sole discretion, may acquire possession of all reimbursed capital equipment that is not fully depreciated.

Any or all such qualifying capital equipment shall be returned to The Children's Trust or its designee(s) upon request. Provider is to maintain proof of Property Coverage in accordance with the insurance requirements prescribed in **Section K: Insurance Requirements** of this Contract.

#### **4. Assignments and Subcontracts**

Provider shall not assign this Contract to another party. Provider shall not subcontract any Services under this Contract without prior written approval of The Children's Trust.

At the time that a subcontractor agreement is entered into and Services are rendered, Provider and subcontractor must be qualified to conduct business in the state of Florida.

In any subcontract, Provider shall incorporate language from this Contract into each subcontract and shall require each subcontractor providing Services to be governed by the terms and conditions of this Contract. Provider shall submit to The Children's Trust a copy of each subcontract to this Contract within 30 (thirty) calendar days of its execution. Subcontractors are only entitled to reimbursement for services rendered upon receipt of executed subcontracts. All subcontractors are subject to monitoring by Provider and/or The Children's Trust, in the same manner as Provider under the terms of this Contract. Provider acknowledges and agrees that The Children's Trust and any subcontractor to this Contract have authority to communicate and exchange information about the Contract, the program and/or fiscal issues. Provider waives any and all claims, demands, and/or legal action based upon any such communications.

Provider shall be responsible for all Services performed and all expenses incurred under this Contract, including Services provided and expenses incurred by any and all subcontractors. Provider, not The Children's Trust, shall be solely liable to any subcontractor and for all expenses or liabilities incurred under any subcontract.

All payments to any contracted subcontractor shall be paid directly by Provider to the subcontractor. The Children's Trust shall not provide funds to any subcontractor unless specifically agreed to in writing by The Children's Trust with notification to the Provider. In such instances, The Children's Trust reserves the right to require verification from Provider and/or subcontractor of payment due for satisfactory work performed by the subcontractor.

#### **5. Religious Purposes**

Provider and/or its faith-based community partner shall not use any funds provided under this Contract to support any inherently religious activities, including, but not limited to, any religious instruction, worship, proselytization, publicity or marketing materials. Any such use by Provider shall be a material breach of this Contract.

#### **6. Lobbying**

Provider shall not use any funds provided under this Contract or any other funds provided by The Children's Trust for lobbying any federal, state or local government or legislators. Any such use by Provider shall be a material breach of this Contract.

#### **7. Adverse Action or Proceeding**

Provider shall not use any funds under this Contract, or any other funds provided by The Children's Trust, for any legal fees, or for any action or proceeding against The Children's Trust,

# Agenda Item 10C

its agents, employees or officials. Any such use by Provider shall be a material breach of this Contract.

## **8. Compliance**

Provider agrees to maintain and ensure its compliance, as applicable, with federal, state, county and local laws. This includes, but is not limited to, adherence to IRS rules and regulations requiring timely filing of tax documents to maintain tax-exempt status and payment of payroll taxes, as applicable, throughout the term of the Contract and any such renewals thereof.

Provider further agrees to maintain a current listing of its agency, program(s) and site(s) in the [HELPPages resource directory](#) available online and used by 211, Miami-Dade County's health and human services information and referral helpline, managed by Jewish Community Services of South Florida, Inc.

## **E. INDEMNIFICATION BY PROVIDER**

### **1. Government Entity**

Subject to the limitations of section 768.28, Florida Statutes, Provider shall indemnify, defend, and hold harmless The Children's Trust and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney fees and costs of defense, which its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions, or proceedings of any kind or nature arising out of, relating to, or resulting from, the performance of this Contract by Provider or its employees, agents, servants, partners, principals or subcontractors. Additionally, Provider shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of The Children's Trust where applicable, including appellate proceedings, and shall pay all costs, judgments and reasonable attorney fees which may issue thereon, subject to the limitations of section 768.28, Florida Statutes.

### **2. All Other Providers**

Provider shall indemnify, defend and hold harmless The Children's Trust and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including reasonable attorney fees and costs of defense, which The Children's Trust or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of action or proceedings of any kind or nature resulting from the performance of this Contract by Provider or its employees, agents, servants, partners, principals or subcontractors, except matters arising from The Children's Trust's negligence, willful or wanton acts or omissions.

Provider shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of The Children's Trust where applicable, including appellate proceedings, and shall pay all costs, judgments and reasonable attorney fees which may issue thereon. Provider agrees that any insurance protection required by this Contract or otherwise provided by Provider shall in no way limit the responsibility to indemnify, keep and save harmless and defend, The Children's Trust or its officers, employees and agents.

The provisions of this section on indemnification shall survive the expiration or termination of this Contract.

## **F. INTELLECTUAL PROPERTY AND RIGHT TO DEVELOPED MATERIALS**

Where activities supported by this Contract produce original software designs or methods or techniques, writing, data, sound recordings, pictorial reproductions, drawings or other graphic representations and works of similar nature (hereinafter "developed materials"), legal title and every right, interest, claim or demand of any kind in and to any copyright, trademark or patent, or

# Agenda Item 10C

application for the same, in such developed materials will vest in Provider. Notwithstanding the foregoing, Provider agrees to grant The Children's Trust a perpetual license, at no cost to The Children's Trust, to reasonably use, duplicate and/or disclose such developed materials, in whole or in part, to others acting on behalf of The Children's Trust, and other providers funded by The Children's Trust, provided that such use, duplication, or disclosure does not compromise the validity of any developed materials or any copyright, trademark or patent rights thereto. Such license shall not extend to scientific publications. In the event of a dispute, both parties agree to go mediation to resolve the matter. If the Parties are unable to resolve this matter in mediation, The Children's Trust, in its sole discretion, shall be the final authority to determine the outcome of the matter.

## **G. PUBLIC RECORDS**

For purposes of this section, the term "public records" shall mean all documents, papers, letters, maps, books, tapes, photographs, films and video recordings, sound recordings, data processing software, or other material, regardless of the physical form, characteristics or means of transmission, made or received, pursuant to law or ordinance or in connection with the transaction of The Children's Trust official business.

This Contract is subject to the provisions, limitations and exceptions of Chapter 119, Florida Statutes, regarding public records.

Pursuant to section 119.0701, Florida Statutes, if the Provider meets the definition of "Contractor" as defined in Section 119.071(1)(a), the Provider and The Trust shall:

1. Keep and maintain public records required by The Children's Trust to perform the services under this Contract.
2. Upon request from The Children's Trust's custodian of public records, provide The Children's Trust 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 Provider does not transfer the records to The Children's Trust.
4. Upon completion of the Contract, transfer, at no cost, to The Children's Trust all public records in possession of Provider or keep and maintain public records required by The Children's Trust to perform the service. If Provider transfers all public records to The Children's Trust upon completion of the contract, Provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Provider keeps and maintains public records upon completion of the contract, Provider shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to The Children's Trust, upon request from The Children's Trust's custodian of public records, in a format that is compatible with The Children's Trust's information technology systems.

**IF THE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305.571.5700 EXT. 292, [MURIEL.JEANTY@THECHILDRENSTRUST.ORG](mailto:MURIEL.JEANTY@THECHILDRENSTRUST.ORG), 3150 SW 3RD AVENUE, 8TH FLOOR, MIAMI, FLORIDA, 33129.**

In the event Provider does not comply with the public records disclosure requirements set forth in section 119.0701, Florida Statutes, and **Section G** of this Contract, The Children's Trust shall avail itself of the remedies set forth in **Sections I: Breach of Contract and Remedies** and **J: Termination By Either Party** of this Contract. Additionally, a Provider who fails to provide the public records as required by law within a reasonable amount of time may be subject to penalties under section 119.10, Florida Statutes.

## H. INTELLECTUAL PROPERTY LICENSING FEES AND COSTS

Provider is responsible for payment of required licensing fees if Intellectual Property owned by other parties is incorporated by Provider into the Services required under this Contract. Such licensing should be in the exclusive name of Provider. Payment for any licensing fees or costs arising from the use of others' Intellectual Property shall be at the sole expense of Provider.

## I. BREACH OF CONTRACT AND REMEDIES

### 1. Breach

A material breach by Provider shall have occurred under this Contract if Provider, through action or omission, causes any of the following:

- a. Fails to comply with Background Screening, as required under this Contract.
- b. Fails to provide the Services outlined in the Scope of Services, Attachment A, within the effective term of this Contract.
- c. Fails to correct an imminent safety concern or take acceptable corrective action.
- d. Ineffectively or improperly uses The Children's Trust's funds allocated under this Contract.
- e. Does not furnish and maintain the certificates of insurance required by this Contract or as determined by The Children's Trust.
- f. Does not meet or satisfy the conditions of award required by this Contract.
- g. Fails to submit, or submits incorrect or incomplete, proof of expenditures to support Services & Activities Management System (SAMIS) disbursement requests or advance funding disbursements; or, fails to submit, or submits incomplete or incorrect, detailed reports of requests for payment, expenditures or final expenditure reports, including, but not limited to, budgets, invoices and amendments in SAMIS.
- h. Does not submit, or submits incomplete or incorrect, required reports pursuant to the Scope of Services, Attachment A, in this Contract.
- i. Refuses to allow The Children's Trust access to records or refuses to allow The Children's Trust to monitor, evaluate and review Provider's program, including required client data.
- j. Fails to comply with child abuse and incident reporting requirements.
- k. Attempts to meet its obligations under this Contract through fraud, misrepresentation or material misstatement.
- l. Fails to correct deficiencies found during a site visit/observation, evaluation or review within a specified reasonable time.
- m. Fails to meet the terms and conditions of any obligation or repayment schedule to The Children's Trust or any of its agencies.
- n. Fails to maintain the confidentiality of client files, pursuant to Florida and federal laws.
- o. Fails to fulfill in a timely and proper manner any and all of its obligations, covenants and stipulations in this Contract.
- p. Fails to submit an Annual Financial Statement Audit and a Program-Specific Audit, as applicable, in accordance with **Section O: Records, Reports, Audits and Monitoring** and **Attachment D: Program-Specific Audit Requirements** of this Contract.
- q. Fails to submit an Audit Engagement Letter for either the Annual Financial Statement Audit or the Program-Specific Audit within thirty (30) calendar days after Provider's fiscal year end.
- r. Fails to notify The Children's Trust within thirty (30) calendar days of nonpayment of payroll or other required taxes imposed by the federal government, state of Florida, Miami-Dade County or other authorized taxing entity.
- s. Fails to comply with the mandatory disclosure in accordance with **Section T, # 10: Mandatory Disclosure**.

# Agenda Item 10C

Waiver of breach of any provisions of this Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Contract.

## 2. Remedies

If Provider fails to cure any breach within thirty (30) calendar days after receiving written notice from The Children's Trust identifying the breach, The Children's Trust may pursue any or all of the following remedies:

- a. The Children's Trust may, at its sole discretion, enter into a written **Performance Improvement Plan (PIP), Attachment F**, if applicable, with Provider to cure any breach of this Contract as may be permissible under state or federal law. Any such remedial plan shall be an addition to this Contract and shall not affect or render void or voidable any other provision contained in this Contract, costs, or any judgments entered by a court of appropriate jurisdiction.
- b. The Children's Trust may suspend payment in whole or in part under this Contract by providing written notice of suspension to Provider and specifying its effective date, at least five (5) business days before the effective date of suspension. On the effective date of suspension Provider may (but shall not be obligated to) continue to perform the Services in this Contract, but Provider shall promptly cease using The Children's Trust logo and any other reference to The Children's Trust in connection with such Services. All payments to Provider as of the date of suspension shall cease, except that The Children's Trust shall continue to review and pay verifiable requests for payment for Services that were performed and/or for deliverables that were substantially completed, at the sole discretion of The Children's Trust, prior to the effective date of such suspension. The Children's Trust may also suspend any payments in whole or in part under any other contracts entered into between The Children's Trust and Provider by providing separate written notice to Provider of each such suspension and specifying the effective date of suspension, which must be at least five (5) business days before the effective date of such suspension. In this event, The Children's Trust shall continue to review and pay verifiable requests for payment as provided for in such other contracts for services that were performed and/or for deliverables that were substantially completed, at the sole discretion of The Children's Trust, prior to the effective date of such suspension. Provider shall be responsible for all direct and indirect costs associated with such suspension, including reasonable attorney fees.
- c. The Children's Trust may terminate this Contract by giving written notice to Provider of such termination and specifying the date of termination at least five (5) business days before the effective date of termination. In the event of such termination, The Children's Trust may: (a) request Provider to deliver to The Children's Trust clear and legible copies of all finished or unfinished documents, studies, surveys and reports prepared and secured by Provider with Trust funds under this Contract, subject to the rights of Provider as provided for in **Sections F: Intellectual Property and Rights to Developed Materials** and **H: Intellectual Property Licensing Fees and Costs**; (b) seek reimbursement of any Trust funds which have been improperly paid to Provider under this Contract; (c) terminate further payment of Trust funds to Provider under this Contract, except that The Children's Trust shall continue to review and pay verifiable requests for payment for Services that were performed and/or deliverables that were substantially completed, at the sole discretion of The Children's Trust, prior to the effective date of such termination; and/or (d) terminate or cancel, without cause, any other contracts entered into between The Children's Trust and Provider by providing separate written notice to Provider of each such termination and specifying the effective date of termination, which must be at least five (5) business days before the effective date of such termination, in which event The Children's Trust shall continue to review and pay verifiable requests for payment as provided for in such other contracts for services that were performed and/or for deliverables that were substantially

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completed, at the sole discretion of The Children's Trust prior to the effective date of such termination. Provider shall be responsible for all direct and indirect costs associated with such termination, including reasonable attorney fees.

- d. The Children's Trust may seek enforcement of this Contract, including, but not limited to, filing an action with a court of appropriate jurisdiction. Provider shall be responsible for all direct and indirect costs associated with such enforcement, including reasonable attorney fees, costs and any judgments entered by a court of appropriate jurisdiction, including all direct and indirect costs and reasonable attorney fees through conclusion of all appellate proceedings, and including any final settlement or judgment.
- e. The provisions of **Section H: Intellectual Property Licensing Fees and Costs** shall survive the expiration or termination of this Contract.

## **J. TERMINATION OF THE CONTRACT**

The Parties agree that this Contract may be terminated by either party by written notice to the other party of intent to terminate at least thirty (30) calendar days prior to the effective date of such termination. Notwithstanding any other provision in this Contract, in the event The Children's Trust determines that Provider engaged in fraud, misrepresentation or material misstatement, or that it is in the best interest of The Children's Trust to terminate this Contract, The Children's Trust may do so by giving written notice to Provider of such termination and specifying the effective date thereof at least twenty-four (24) hours before the effective date of termination.

## **K. INSURANCE REQUIREMENTS**

### **All Providers, Except State Agencies or Subdivisions**

Prior to, or on the date commencing the effective term of this Contract, Provider's insurance agent(s) shall provide to The Children's Trust the following, as applicable:

- 1) certificates of insurance naming The Children's Trust as an additional insured and the certificate holder on all applicable policies; and all applicable policies shall be maintained in full force and effect for the entire term of this Contract; or
- 2) A letter of self-insurance indicating coverage applicable to a Florida municipal corporation required under this section or as determined by The Children's Trust, except as required by Florida law for government entities.

Failure by Provider to comply with **Section K** shall be a material breach of this Contract. The Children's Trust will not disburse any funds under this Contract until all required certificates of insurance or letter(s) of self-insurance have been provided to and have been approved by The Children's Trust.

### **Provider will carry insurance policies in the amounts and with the requirements indicated below:**

- 1. Workers' compensation insurance covering all employees, non-incorporated independent contractors or consultants, and incorporated independent contractors or consultants that do not have workers' compensation coverage or a valid state of Florida exemption on file with the Department of Labor, as required by Florida Statutes, Chapter 440. Provider must notify The Children's Trust and provide the necessary certificate of insurance upon the termination of the exemption. In the event that the Provider is no longer exempt from obtaining workers' compensation insurance, the Provider must notify The Children's Trust and provide the necessary certificate of insurance upon the termination of the exemption. The employer's liability portion will be a minimum of \$500,000.00/\$500,000.00/\$500,000.00.
- 2. Comprehensive general liability insurance, which shall include a rider or separate policy for sexual molestation liability, in an amount not less than \$500,000.00 combined single limit per occurrence and \$1,000,000.00 aggregate in a policy year. The Children's Trust must be



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designated and shown as an additional insured and the certificate holder with respects to this coverage. The general liability policy must contain coverage for the following:

- a. Bodily injury
  - b. Property damage
  - c. No exclusions for abuse, molestation or corporal punishment
  - d. No endorsement for premises, only operations
3. Automobile liability coverage for all owned and/or leased vehicles of Provider, and non-owned coverage for its employees and/or subcontractors and transportation companies **transporting program participants**. The amount of coverage is \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage. The Children's Trust must be designated and shown as an additional insured and the certificate holder with respect to this coverage. Coverage can be purchased as non-owned without hired auto coverage when the cost is prohibitive for hired automobile coverage, such as the case with the Florida Automobile Joint Underwriting Association; but rental cars cannot be used in the course of Provider's regular operations. Rental cars may be used for travel to attend conferences outside the tri-county area. Transportation companies used by the Provider for the funded program must list The Children's Trust as a certificate holder and as an additional insured.
  4. Automobile liability coverage for all owned and/or leased vehicles of Provider, and non-owned coverage for its employees and/or subcontractors **not transporting program participants**. The minimum amount of coverage is \$300,000.00 combined single limit per occurrence for bodily injury and property damage. The Children's Trust must be designated and shown as an "Additional Insured as Its Interests May Appear" with respect to this coverage. Coverage can be purchased as non-owned without hired auto coverage when the cost is prohibitive for hired automobile coverage, such as the case with the Florida Automobile Joint Underwriting Association; but rental cars cannot be used in the course of Provider's regular operations. Rental cars may be used for travel to attend conferences outside the tri-county area.
  5. If applicable, special events coverage, as determined by The Children's Trust. The liability coverage will be the same as the coverage and limits required for comprehensive general liability, and The Children's Trust must be designated and shown as "Additional Insured as Its Interests May Appear." Special events policies are for short-term functions and not meant to replace annual liability policies. The coverage is for the day or days of the event and must provide coverage the day prior and the day following the event.
  6. If applicable, professional liability insurance, as determined by The Children's Trust, with coverage amounts determined by The Children's Trust, but not less than \$250,000.00 per claim and in the aggregate. Defense costs may be inside the limits of liability and the policy can be written on claims made form. Professional liability insurance is generally required when the Scope of Services uses professional services that require certification or license(s) to provide direct services to program participants.
  7. Proof of property coverage is required for all capital equipment greater than or equal to \$10,000.00, and when Provider has capital equipment owned by The Children's Trust and said capital equipment is under the care, custody and control of Provider. The Children's Trust must be shown on the evidence of property coverage as a Loss Payee. Property coverage shall survive the expiration or termination of this Contract until such time the ownership of the capital equipment is transferred to Provider, or such capital equipment is returned to The Children's Trust.
  8. All required coverages may be afforded via commercial insurance, self-insurance, a captive or some combination thereof.

## Insurance Requirements for State Agencies and Subdivisions

As an agency or political subdivision of the State of Florida, Provider agrees it is subject to the express provisions and limitations of section 768.28, Florida Statutes.

### Certificate Holder

Certificate holder must read:  
**The Children's Trust**  
**3150 SW 3<sup>rd</sup> Avenue, 8<sup>th</sup> Floor**  
**Miami, FL 33129**

### Classification and Rating

If the coverage will be provided via commercial insurance, all required policies listed above shall be issued by companies authorized to do business under the laws of the state of Florida, with the following qualifications:

1. The company must be rated no less than "B" as to management, and no less than "Class V" as the financial strength, by the latest edition of *Best's Insurance Guide*, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the reasonable approval of The Children's Trust.
2. Provider and or Provider's insurance agent, as applicable, shall notify The Children's Trust, in writing, of any material changes in insurance coverage, including, but not limited, to any renewals of existing insurance policies, not later than thirty (30) calendar days prior to the effective date of making any material changes to the insurance coverage except for 10 (ten) calendar days for lack of payment changes. Provider shall be responsible for ensuring that all applicable insurances are maintained and submitted to The Children's Trust for the duration of this Contract.
3. In the event of any change in **Provider's Scope of Services, Attachment A**, The Children's Trust may increase, waive or modify, in writing, any of the foregoing insurance requirements. Any request by a Provider to decrease, waive or modify any of the foregoing insurance requirements must be approved, in writing, by The Children's Trust prior to any such decrease, waiver or modification.
4. In the event that an insurance policy is canceled, lapses or expires during the effective period of this Contract, The Children's Trust shall withhold all payments to Provider until a new certificate of insurance, as required under this Contract, is submitted and approved by The Children's Trust. The new insurance policy shall cover the time period commencing from the date of cancellation of the prior insurance policy. Provider shall submit the required certificate of insurance within thirty (30) calendar days of cancellation, lapse or expiration. Failure to provide said certificate of insurance will be considered a material breach of the Contract, which may result in The Children's Trust waiving payment or terminating the Contract.
5. The Children's Trust may require Provider to furnish additional and different insurance coverage, or both, as may be required from time to time under applicable federal or state laws or The Children's Trust's requirements. Provision of insurance by Provider, in no instance, shall be deemed to be a release, limitation, or waiver of any claim, cause of action or assessment that The Children's Trust may have against Provider for any liability of any nature related to performance under this Contract or otherwise.

All insurance required hereunder may be maintained by Provider pursuant to a master or blanket policy or policies of insurance.

## **L. PROOF OF TAX STATUS**

Provider is required to keep on file the following documentation for review by The Children's Trust:

1. An Internal Revenue Service (IRS) tax status determination letter, if applicable.
2. The two (2) most recent IRS form 990 or applicable tax return filing within six (6) months of the end of Provider's fiscal year or other appropriate filing period permitted by law.
3. IRS form 941: employer's quarterly federal tax return. If required by The Children's Trust, Provider agrees to submit form 941 within the timeframe established by IRS Publication 15, and if applicable, all state and federal unemployment tax filings. If form 941 and unemployment tax filings reflect a tax liability, then proof of payment must be submitted within sixty (60) calendar days after the quarter ends.

## **M. NOTICES**

Written notices pursuant to this Contract shall be sent to the addressee via electronic mail or postal mail for each party appearing on the first page of this Contract. Notices to The Children's Trust shall be marked to the attention of its president/CEO. Notices to Provider shall be marked to the authorized official identified on page 1 of this contract. It is each party's responsibility to advise the other party in writing of any changes in responsible personnel for accepting notices under this Contract, mailing address, and/or telephone number.

## **N. AUTONOMY**

The Parties agree that this Contract recognizes the autonomy of, and stipulates or implies no affiliation between, the contracting Parties. Provider is only a recipient of funding support and is not an employee, agent or instrumentality of The Children's Trust, and Provider's agents and employees are not agents or employees of The Children's Trust.

## **O. RECORDS, REPORTS, AUDITS AND MONITORING**

The provisions of this section shall survive the expiration or termination of this Contract, consistent with Florida law.

### **1. Accounting Records**

Provider shall keep accounting records that conform to generally accepted accounting principles (GAAP). All such records will be retained by Provider for not less than five (5) years beyond the last date that all applicable terms of this Contract have been complied with, final payment has been received and appropriate audits have been submitted to and accepted by The Children's Trust. However, if any audit, claim, litigation, negotiation or other action involving this Contract or modification hereto has commenced before the expiration of the retention period, then the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular retention period, whichever is later.

### **2. Financial Statement Audit**

Within one hundred eighty (180) calendar days from the close of its fiscal year, Provider's independent certified public accounting firm (CPA) must electronically submit to The Children's Trust all the following documents, which together comprise an Annual Financial Statement Audit conducted in accordance with GAAP and standards contained in *Government Auditing Standards* issued by the Comptroller General of the United States (The Yellow Book). The required items are:

- a. An annual financial statement audit, performed by a CPA firm that is licensed and registered to conduct business with the Florida Department of Business and Professional Regulation.
- b. An Annual Financial Statement Audit conducted in accordance with auditing standards generally accepted in the United States of America, and the standards applicable to financial audits contained in *Government Auditing Standards*.

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- c. Written communication encompassing the requirements of AU-C section 265, "Communicating Internal Control Related Matters Identified in an Audit."
- d. Written communication encompassing the requirements of AU-C section 260, "The Auditor's Communication With Those Charged With Governance."
- e. A Single Audit conducted in accordance with OMB "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" or the Florida Single Audit Act, Florida Statutes 215.97, if applicable.
- f. A management letter; if no management letter is prepared by Provider's CPA firm, then the CPA firm must expressly confirm, in writing, that no management letter was issued.

If Provider's Annual Financial Statement Audit is prepared by the Florida Auditor General, then the due date for submitting the annual financial statement audit, as defined, is two hundred seventy (270) calendar days after the close of Provider's fiscal year.

If Provider is required to have a Single Audit, it agrees to have its CPA firm submit the schedule of expenditures pertaining to awards, summary schedule of prior audit findings, applicable auditor's reports and the corrective action plan, if applicable.

### **3. Program-Specific Audit**

Within one hundred eighty (180) calendar days of the close of its fiscal year, Provider is required to provide a Program-Specific Audit related to the Contract to The Children's Trust, in addition to the Annual Financial Statement Audit. The Program-Specific Audit shall be performed by an independent CPA firm that: is licensed and registered to conduct business with the Florida Department of Business and Professional Regulation; has performed audits under *Government Auditing Standards*; and is either a member of the AICPA or FICPA peer review program to include government engagement reviews. This Program-Specific Audit must encompass an audit of The Children's Trust's Contract(s) as specified in **Attachment D: Program-Specific Audit Requirements**.

### **4. Audits Submission Method**

Electronic filing of the annual financial statement audit and the required Program-Specific Audit related to the Contract to The Children's Trust must be sent by the Provider's CPA firm via the via email or through another online system identified by The Trust, unless otherwise previously agreed upon by the Trust and Provider through a memorialized document within the timeframe specified above in Section O, subsections 2 and 3.

### **5. Audit Extensions**

Audit extensions may be granted by The Children's Trust upon receipt, in writing, of such request with appropriate justification by Provider and for a period of time not to exceed sixty (60) calendar days after the initial due date. A copy of the engagement letter, along with the anticipated audit completion date and any concerns from Provider's CPA firm related to the audit must accompany the request. Approved audit extension requests allow for the continuation of payment until such time that the extension expires.

In the event that either the Annual Financial Statement Audit or the Program-Specific Audit is not received in a timely manner and in accordance with the previously stated due dates and an audit extension has not been approved, then The Children's Trust shall withhold all payments to Provider until the documents are received and determined to be acceptable by The Children's Trust.

### **6. Engagement Letters**

Audit engagement letters are due to The Children's Trust thirty (30) calendar days after the end of Provider's fiscal year. Provider agrees to submit an audit engagement letter electronically to

[engagementletters@thechildrenstrust.org](mailto:engagementletters@thechildrenstrust.org). Failure to submit an audit engagement letter may result in a breach of Contract, or other remedy, as deemed appropriate by The Children's Trust.

## **7. List of Approved Certified Public Accounting Firms**

To receive reimbursement for the preparation of the Program-Specific Audit, as defined, Provider must choose from a list of approved CPA firms, which are posted on The Children's Trust's website. Inclusion in this pre-approved CPA vendor pool requires a CPA firm to meet three (3) criteria, which are enumerated in **Attachment B: Budget, Invoices, Method of Payment and Other Fiscal Requirements**.

## **8. Access to Records**

Provider shall permit access to all records, including subcontractor records, as per the Supporting Documentation Requirements in **Attachment B: Budget, Invoices, Method of Payment and Other Fiscal Requirements**, which relate to this Contract at its place of business during regular business hours at a date and time mutually agreed upon by Provider and The Children's Trust.

Provider agrees to deliver such assistance as may be necessary to facilitate a review or audit by The Children's Trust to ensure compliance with applicable accounting, financial and programmatic standards. This would include access by The Children's Trust, or its designee, to Provider's independent auditor's work papers for complying with federal, state and local requirements. The Children's Trust reserves the right to require Provider to submit to an audit by an auditor of The Children's Trust's choosing and at The Children's Trust's expense.

## **9. Program Metrics**

Provider agrees to permit The Children's Trust personnel or contracted agents to perform random scheduled and/or unscheduled site visits, reviews and evaluations of the program which is the subject of this Contract, including any subcontracts under this Contract.

Provider shall permit The Children's Trust or contracted agents to conduct site visits, client interviews, client assessment surveys, fiscal/administrative review and other assessments deemed reasonably necessary at the sole discretion of The Children's Trust. Program Metrics reports, which provides real time data can be accessed through Trust Central. Compliance findings will be discussed with Provider and, in accordance with specifications provided by The Children's Trust, Provider will remedy all deficiencies cited in the report from Trust Central.

To the extent permitted by law, school-based health Providers shall permit public health authorities and health oversight agency (ies), that are charged with supervising health services program in schools, to conduct oversight and regulatory activities authorized by law.

## **10. Client Records**

### **School-based Health Providers only**

School Health Programs-HealthConnect are comprehensive services and may be provided to Miami-Dade County Public Schools' students in accordance with section 381.0056, Florida Statutes. Provider agrees and shall require all sub-contractors to comply with all applicable state and federal privacy and confidentiality laws, as relevant to the services provided under this contract.

The Florida Department of Health is statutorily authorized to review school health records of all students enrolled in the public-school system, regardless of the form in which these records are kept, at all reasonable times for as long as records are retained and in accordance with applicable law.

### **All other Providers**

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The Children's Trust expects all required information, as provided in **Attachment C: Programmatic Data and Reporting Requirements**, to be entered directly in the electronic data reporting system. If the provider chooses to maintain physical records for participants, provider agrees to comply with all applicable state and federal laws on privacy and confidentiality.

## 11. Internal Documentation/Records Retention

Provider agrees to maintain and, upon request by The Children's Trust, provide for inspection by The Children's Trust during regular business hours the following, as may be applicable and subject to applicable confidentiality requirements: (1) personnel files of employees, which include hiring records, background screening affidavits, job descriptions, verification of education and evaluation procedures; (2) authorized time sheets, records and attendance sheets to document the staff time billed to provide Services pursuant to this Contract; (3) daily activity logs and monthly calendars of the provision of Services pursuant to this Contract; (4) training modules; (5) pre- and post-session questionnaires; (6) all participant attendance records; (7) participant consent and information release forms; (8) agency policies and procedures; and (9) such other information related to Services provision as described in **Attachment A: Scope of Services** and as required by this Contract. In addition to any requirements for retaining records pursuant to Section G, Public Records, Provider shall retain all records for not less than five (5) years beyond the last date that all applicable terms of this Contract have been complied with and final payment has been received, and appropriate audits have been submitted to and accepted by The Children's Trust and/or other appropriate agency.

## 12. Confidentiality

Provider and The Children's Trust understand that during the course of performing the Services hereunder, each party may have access to certain confidential and proprietary information and materials of the other party in order to further performance of the Services. The Parties shall protect confidential information, comply with applicable federal and state laws on confidentiality, and engage in measures to prevent unauthorized use, dissemination or publication of confidential information regardless of the source of such information. Any information determined to be confidential must be clearly marked as such. The Parties shall not disclose confidential information to any third party (except that such information may be disclosed to such party's attorneys), or to any employee of such party who does not have a need to know such information, which need is related to performance of a responsibility hereunder. However, this Contract imposes no obligation upon the Parties with respect to confidential information which: (a) was lawfully known to the receiving party before receipt from the other; (b) is or becomes a matter of public knowledge through no fault of the receiving party; (c) is rightfully received by the receiving party from a third party without restriction on disclosure; (d) is independently developed by or for that party; (e) is disclosed under operation of law; (f) is disclosed by the receiving party with the other party's prior written approval; or (g) is subject to Chapter 119 of the Florida Statutes or is otherwise required to be disclosed by law. In any event, Provider shall be responsible for defending its claim that any information submitted to The Children's Trust is confidential, trade secret, or otherwise exempt from inspection and copying under Florida's Public Records Law, including, but not limited to, defending or indemnifying The Children's Trust in the event that a claim or case is brought against The Children's Trust. Provider shall specifically require all subcontractors to comply with this paragraph. The confidentiality provision of this Contract shall remain in full force and effect after the termination of this Contract.

## 13. Data Security Obligation

Data Security Definitions are defined and specified in **Attachment G: Data Security Definitions** attached to this Contract.

### A. Standard of Care

1. Provider acknowledges and agrees that, in the course of its Contract with The Children's Trust, Provider may, directly or indirectly, receive or have access to Highly

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Sensitive Personal Information or Personal Information. Provider shall comply with the terms and conditions set forth in this Contract in its collection, receipt, transmission, storage, disposal, use and disclosure of such Highly Sensitive Personal Information or Personal Information, and shall be responsible for the unauthorized collection, receipt, transmission, access, storage, disposal, use and disclosure of Highly Sensitive Personal Information or Personal Information under its control or in its possession. Furthermore, Provider shall be responsible for the actions and omissions of all Authorized Persons that are not Authorized Employees concerning the treatment of such Highly Sensitive Personal Information or Personal Information as if they were Provider's own actions and omissions.

2. Highly Sensitive Personal Information or Personal Information is deemed to be property of The Children's Trust and is not property of Provider.
3. In recognition of the foregoing, Provider agrees and covenants that it shall:
  - a. Keep and maintain all such Highly Sensitive Personal Information or Personal Information strictly confidential.
  - b. Use and disclose Highly Sensitive Personal Information or Personal Information solely and exclusively for the purposes for which the Highly Sensitive Personal Information or Personal Information, or access to it, is provided pursuant to the terms and conditions of this Contract, and shall not divulge, communicate, use, misuse, sell, rent, transfer, distribute, or otherwise disclose or make available Highly Sensitive Personal Information or Personal Information for Provider's own purposes or for the benefit of anyone other than The Children's Trust, without The Children's Trust's prior written consent, which may be withheld in The Children's Trust's sole and absolute discretion.
  - c. Not, directly or indirectly, disclose Highly Sensitive Personal Information or Personal Information to an Unauthorized Third Party, without express written consent from The Children's Trust, which may be withheld in its sole and absolute discretion. If any person or authority makes a demand on Provider purporting to legally compel it to divulge any Highly Sensitive Personal Information or Personal Information, Provider shall (i) immediately notify The Children's Trust of the demand before such disclosure so that The Children's Trust may first assess whether to challenge the demand prior to Provider's divulging of such Highly Sensitive Personal Information or Personal Information; (ii) be responsible to The Children's Trust for the actions and omissions of such Unauthorized Third Party concerning the treatment of such Highly Sensitive Personal Information or Personal Information as if they were Provider's own actions and omissions; and (iii) require the Unauthorized Third Party that has access to Highly Sensitive Personal Information or Personal Information to execute a written Contract agreeing to comply with the terms and conditions of this Contract relating to the treatment of Highly Sensitive Personal Information or Personal Information. Provider shall not divulge such Highly Sensitive Personal Information or Personal Information until The Children's Trust has concluded not to challenge the demand, has exhausted its challenge, including appeals, if any.

## **B. Highly Sensitive Personal Information or Personal Information Security**

Provider shall protect and secure data in electronic form containing such Highly Sensitive Personal Information or Personal Information.

At a minimum, Provider's safeguards for the protection of Highly Sensitive Personal Information or Personal Information shall include:

1. Encrypting, securing or modifying such Highly Sensitive Personal Information or Personal Information by any method or technology that removes elements that personally identify an individual or that otherwise renders the information unusable.
2. Limiting access of Highly Sensitive Personal Information or Personal Information to



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- Authorized Employees and Authorized Persons.
3. Securing business facilities, data centers, paper files, servers, back-up systems and computing equipment, including, but not limited to, all mobile devices and other equipment with information storage capability.
  4. Implementing network, device application, database and platform security.
  5. Securing information transmission, storage and disposal; and implementing authentication and access controls within media, applications, operating systems and equipment.
  6. Encrypting Highly Sensitive Personal Information or Personal Information stored on any mobile media.
  7. Encrypting Highly Sensitive Personal Information or Personal Information transmitted over public or wireless networks.
  8. Implementing appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks consistent with applicable law, as required by The Children's Trust from time to time.
  9. Providing written copies of appropriate privacy and information security training to Provider's employees, as required by and to The Children's Trust.
  10. Purchasing and maintaining cyber insurance coverage, as The Children's Trust deems necessary in its sole and absolute discretion.
    - a. Provider shall dispose, or arrange for the disposal, of customer records containing Highly Sensitive Personal Information or Personal Information within its custody or control when the records are no longer to be retained pursuant to Sections G and O. Such disposal shall involve shredding, erasing or otherwise modifying Highly Sensitive Personal Information or Personal Information in its control or possession to make it unreadable or undecipherable through any means.
    - b. During the term of each Authorized Employee's employment by Provider, Provider shall at all times cause such Authorized Employees to abide strictly by Provider's obligations under this Contract. Provider further agrees that it shall maintain a disciplinary process to address any unauthorized access, use or disclosure of Highly Sensitive Personal Information or Personal Information by any of Provider's officers, directors, partners, principals, employees, agents or contractors. Upon The Children's Trust's request, Provider shall promptly identify for The Children's Trust in writing all Authorized Employees as of the date of such request.
    - c. Upon The Children's Trust's written request, Provider shall provide The Children's Trust with a network diagram that outlines Provider's information technology network infrastructure and all equipment used in relation to fulfilling its obligations under this Contract, including, without limitation: (i) connectivity to The Children's Trust and all third parties who may access Provider's network to the extent the network contains Highly Sensitive Personal Information or Personal Information; (ii) all network connections including remote access s and wireless connectivity; (iii) all access control devices, such as (solely by way of example) firewalls, packet filters, intrusion detection and access-list routers; (iv) all back-up or redundant servers; and (v) permitted access through each network connection.

## **C. Security Breach Procedures**

For purposes of this Contract, "Security Breach" is defined in Attachment G. **In the event of a Security Breach, Provider shall:**

1. Notify The Children's Trust of a Security Breach immediately, but not later than forty eight (48) hours, after Provider becomes aware of it by emailing The Children's Trust with a read receipt at [datasecurity@thechildrenstrust.org](mailto:datasecurity@thechildrenstrust.org); and with a copy of such email to Provider's contract manager at The Children's Trust. The notice shall include, at a minimum: (1) the date, estimated date, or estimated date range of the Security Breach; and (2) a description of the Highly Sensitive Personal Information or Personal Information that was accessed or reasonably believed to have been accessed as a part of the Security Breach.

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2. To the extent legally permissible, confer with The Children's Trust prior to informing any third party of any Security Breach related to this Contract. Provider and The Children's Trust shall communicate regarding: (i) whether notice of the Security Breach is to be provided to any individuals, regulators, law enforcement agencies, consumer reporting agencies or others as required by law or regulation, or otherwise; and (ii) the contents of such notice, whether any type of remediation may be offered to affected persons, and the nature and extent of any such remediation.
3. Take steps to immediately remedy any Security Breach and prevent any further Security Breach at Provider's expense in accordance with applicable privacy rights, laws, regulations and standards, or as otherwise required by The Children's Trust in its sole and absolute discretion.

Provider shall be solely responsible for all costs associated with a Security Breach and The Children's Trust may seek to recover any costs it expends as a result of such breach from Provider.

#### **14. Withholding of Payment**

At the sole discretion of The Children's Trust, payment may be withheld for noncompliance of contractual terms. The Children's Trust will provide payment upon satisfactory compliance with the contractual terms as solely determined by The Children's Trust.

#### **P. MODIFICATIONS**

Any alterations, variations, modifications, extensions or waivers of provisions of this Contract, including, but not limited to, amount payable and effective term, shall only be valid when they have been reduced to writing, duly approved and signed by both Parties.

#### **Q. GOVERNING LAW AND VENUE**

This Contract shall be interpreted and construed in accordance with and governed by the laws of the state of Florida without regard to its conflicts of law provisions. Any controversies or legal problems arising out of the terms of this Contract and any action involving the enforcement or interpretation of any rights hereunder shall, to the exclusion of all others, be submitted to the jurisdiction of the state courts of the Eleventh Judicial Circuit, in and for, Miami-Dade County, Florida.

#### **R. STAFF AND VOLUNTEER BACKGROUND CHECK REQUIREMENTS**

Level 2 background screenings must be completed through the Florida Department of Law Enforcement (FDLE) VECHS (Volunteer & Employee Criminal History System) Program. Satisfactory background screening documentation will be accepted from those agencies that already conduct business with either the Florida Department of Children and Families (DCF), the Florida Department of Juvenile Justice (DJJ) or Miami-Dade County Public Schools (M-DCPS).

In addition:

1. Provider shall complete **Attachment E-1: Affidavit for Level 2 Background Screenings**. The affidavit shall cover employees, volunteers and subcontractors performing services under this Contract who are required to complete a Level 2 background screening as defined in this section.
2. Provider shall complete **Attachment E-2: Child Care Affidavit of Good Moral Character**, **Attachment E-3: Child Abuse & Neglect Reporting Requirements** and **Attachment E-4: Background Screening & Personnel File Requirements**.
3. Provider shall maintain **Attachment E-1: Affidavit for Level 2 Background Screenings**, **Attachment E-2: Child Care Attestation of Good Moral Character**, **Attachment E-3: Child**

**Abuse & Neglect Reporting Requirements and Attachment E-4: Background Screening & Personnel File Requirements**, in Provider's personnel, volunteers, and subcontractors' files.

4. Provider shall ensure that all employees, volunteers and/or subcontractors complete Level 2 background screening no later than every five (5) years.

Provider is required to review annually, at minimum, the [Dru Sjodin National Sex Offender Public Website](#) (NSOPW).

**School-based Health Providers only**

All school staff members or sub-contracted agency personnel assigned to work at a site where they have access to children must satisfy Level 2 background screening requirements and comply with all necessary school procedures prior to commencing services within Miami-Dade County Public Schools or doing any work for The Children's Trust related to this contract. Pursuant to the Jessica Lunsford Act (HB 1877), which was adopted during the 2005 legislative session and thereafter signed into law by the Governor, non-instructional school district employees or contractual personnel who are permitted access on school grounds when students are present, have direct contact with students or have access to or control of school funds must meet Level 2 background screening requirements as provided in section 1012.32, Florida Statutes.

All of Provider's employees who work in a school must satisfy Level 2 background screening requirements as provided in section 1012.32, Florida Statutes. All employees who work in a school must inform their employer within 48 hours if convicted of any disqualifying offenses included M-DCPS's Employee Manual, while he or she is employed or under contract in that capacity.

If Provider employs a person, under this contract or with The Children's Trust's funds, to work in a school who does not satisfy Level 2 background screening requirements, the employee shall be immediately suspended from working in that capacity. A clearance letter or an identification badge issued by Miami-Dade County Public Schools will be accepted as proof that the employee satisfactorily completed background screening. A copy of said clearance letter or identification badge must be on file for each employee hired to work within the school setting.

**All other Providers**

Subject to the provisions, limitations and exceptions of all relevant statutory provisions, including sections 1012.465, 1012.468, and 1012.468, Florida Statutes, all employees, volunteers and subcontracted personnel who work in direct contact with children or who may come into direct contact with children at the site in question must complete a Level 2 background screening and comply with the requirements thereto prior to commencing work pursuant to this Contract. This requirement applies to all volunteers who provide more than ten (10) hours of service in any given calendar year to children, youth and their families. Occasional or transient repair or maintenance persons, vendor representatives, contractors or subcontractors who have not completed a Level 2 background screening and appear on the site should be escorted to their work areas and supervised by a Provider staff member who has satisfactorily completed a Level 2 background screening the entire time they are present on the site.

**S. CHILDREN WITH DISABILITIES AND THEIR FAMILIES**

Provider understands that The Children's Trust expects Provider to comply with all relevant provisions of the Americans with Disabilities Act and other state, federal or local laws that mandate the accessibility of programs, services and benefits for persons with disabilities. The Children's Trust also requires Provider implement reasonable programmatic accommodations to include children with disabilities and their families, whenever possible.

**T. REGULATORY COMPLIANCE**

**1. Nondiscrimination and Civil Rights**

Provider shall not discriminate against an employee, volunteer or client of Provider based on an individual's protected class, which includes race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, gender identity, gender expression, sexual orientation, source of income, or actual or perceived status as a victim

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of domestic violence, dating violence or stalking.

Provider shall have that it has standards, policies and practices necessary to render services in a manner that respects the worth of the individual, and protects and preserves an individual's dignity.

Additionally, Provider agrees to abide by Chapter 11A of the Code of Miami-Dade County ("County Code"), as amended, which prohibits discrimination in employment, housing and public accommodations; Title VII of the Civil Rights Act of 1968, as amended, which prohibits discrimination in employment and public accommodation; the Age Discrimination Act of 1975, 42 U.S.C. Section 6101 as amended, which prohibits discrimination in employment because of age; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended, which prohibits discrimination on the basis of disability; and the Americans with Disabilities Act, 42 U.S.C. § 12101 et seq., which, among other things, prohibits discrimination in employment and public accommodations, and by local governments on the basis of disability.

It is expressly understood that upon receipt of evidence of discrimination under any of these laws, The Children's Trust shall have the right to terminate all or any portion of this Contract. If Provider or any owner, subsidiary, or other firm affiliated with or related to Provider, is found by the responsible enforcement agency or the courts to be in violation of these laws, said violation will be a material breach of this Contract and The Children's Trust will conduct no further business with Provider.

## **2. Public Entities Crime Act**

Provider will not violate the Public Entities Crimes Act Section 287.133, Florida Statutes, which essentially provides that a person or affiliate who is a Provider, consultant or other direct service provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a Contract to provide any goods or services; may not submit a bid for the construction or repair of a public building or public work; may not submit bids on leases of real property; may not be awarded or perform work as a Provider supplier, subcontractor or consultant; and may not transact any business in excess of the threshold amount provided in Section 287.017, Florida Statutes, for certain statutorily defined purchases for a period of thirty six (36 ) months from the date of being placed on the convicted vendor list. Violation of this section shall result in cancellation of this Contract and recovery of all monies paid hereto, and may result in debarment from The Children's Trust's competitive procurement activities.

## **3. Conflict of Interest**

Provider represents that the execution of this Contract does not violate Miami-Dade County's Conflict of Interest and Code of Ethics Ordinance or Chapter 112, Part III, Florida Statutes, as amended, which are incorporated by reference as if fully set forth herein. Provider agrees to abide by and be governed by these conflict of interest provisions throughout the course of this Contract and in connection with its obligations hereunder. (Refer to [http://ethics.miamidade.gov/library/2016-publications-rqo/sec%202%2011-1\\_conflict\\_of\\_interest\\_and\\_code\\_of\\_ethics\\_ordinance\\_jan16.pdf](http://ethics.miamidade.gov/library/2016-publications-rqo/sec%202%2011-1_conflict_of_interest_and_code_of_ethics_ordinance_jan16.pdf)).

## **4. Compliance with Sarbanes-Oxley Act of 2002**

Provider shall comply with the following applicable provisions of the Sarbanes-Oxley Act of 2002, including:

- a. Provider agrees not to alter, cover up, falsify, or destroy any document that may be relevant to an official investigation.
- b. Provider agrees not to punish whistleblowers or retaliate against any employee who reports suspected cases of fraud or abuse.

## 5. Licensing

Provider (and subcontractor, as applicable,) shall obtain and maintain in full force and effect during the term of this Contract any and all licenses, certifications, approvals, insurances, permits and accreditations required by the state of Florida, Miami-Dade County, relevant municipalities, The Children's Trust or the federal government. Provider must be qualified and registered to do business in the state of Florida both prior to and during the Contract term with The Children's Trust.

## 6. Incident Reporting

An incident is defined as any actual or alleged event or situation that creates a significant risk of substantial or serious harm to the physical or mental health, safety or well-being of a child participating in the program. Reportable incidents include, but are not limited to, allegations of abuse, neglect or exploitation of a child; injury of a participant; missing child or abandoned child; loss of property use for the program; or destruction of property used in the program. Incident definitions can be found on the sample incident report form located on The Children's Trust website.

Provider shall immediately report knowledge or reasonable suspicion of abuse, neglect or abandonment of a child, aged person or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number (800.962.2873). As required by Chapters 39 and 415, Florida Statutes, Provider and its employees are mandated to report any such suspicions.

Provider shall notify the contract manager of any incident as defined within three (3) calendar days after Provider is informed of such incident. The notification must be in writing and include a copy of the incident report. The report must contain the following:

- (1) Name of reporter (person giving the notice)
- (2) Name and address of victim and guardian
- (3) Phone number where reporter can be contacted
- (4) Date, time and location of incident
- (5) Complete description of incident and injuries, if any

Police report and actions taken shall be submitted to The Children's Trust within fifteen (15) calendar days of the incident. Provider shall provide written notification to The Children's Trust, within seven (7) calendar days of any legal action related to the incident.

## 7. Sexual Harassment

Provider shall complete an incident report in the event a program participant, client or employee makes an allegation of sexual harassment, sexual misconduct or sexual assault by a Provider employee, volunteer or anyone arising out of the performance of this Contract, and Provider has knowledge thereof. Provider shall provide written notification to The Children's Trust within three (3) business days after Provider is informed of such an allegation. Provider shall submit written notification to The Children's Trust within seven (7) business days of any legal action which is filed as a result of such an alleged incident.

## 9. Proof of Policies

Provider and subcontractor, as applicable, shall keep on file copies of their policies, including, but not limited to, confidentiality, incident reporting, sexual harassment, nondiscrimination, equal opportunity and/or affirmative action, Americans with Disabilities Act, and drug-free workplace.

## 10. Mandatory Disclosure

Provider shall disclose to The Children's Trust all administrative proceedings, active investigations and legal actions (collectively referred to as "Actions") that it is a party to or witness in. Provider shall notify its assigned Contract Manager within Five (5) days of the

Provider becoming aware of such Actions. Failure to abide by this requirement may result in a material breach of this contract. The Children's Trust, in its sole discretion, will determine whether such Actions could have an adverse impact on the Provider's ability to deliver the contractual services. Upon such determination, The Children's Trust, in its sole discretion, shall be entitled to terminate this contract.

## U. CONSENT

Provider must obtain parental/legal guardian consent for all minor participants to participate and/or for adult participants in the program for Services, and to share information with The Children's Trust for monitoring and evaluation purposes.

Provider will ask participants to sign a voluntary Consent to Photograph form through the electronic registration process provided by The Trust. Form will be available in English, Spanish and Haitian Creole. The consent shall be part of the participants' registration, and signed by parent/guardian before Services commence or assessments are administered. Any refusal of consent must be properly documented and signed by the parent or legal guardian on the consent form.

## V. PROGRAMMATIC DATA REPORTING

Demographic and service information on program participants will be provided to The Children's Trust as part of The Children's Trust's research mission. Provider agrees to comply and participate in any data collection reporting, including participant data as required by The Children's Trust and described in **Attachment C: Programmatic Data and Reporting Requirements**, subject to confidentiality requirements. In addition, Provider agrees to furnish The Children's Trust with complete and accurate reports in the timeframe and format to be reasonably specified by The Children's Trust, and as described in Attachment C.

## W. MARKETING & PUBLICITY

Provider or its contracted departments shall distribute a news release announcing it has been awarded funding by The Children's Trust.

Provider shall prominently place a Children's Trust program sign decal on the main entry door or front window of each of its Trust-funded site locations (unless such placement of signage is specifically prohibited by Provider's lease).

Provider shall display the official Children's Trust logo on the home page of its website (if Provider maintains a website) and link it to The Children's Trust website ([www.thechildrenstrust.org](http://www.thechildrenstrust.org)). If the funded program is part of a larger entity, such as a university, the logo may be placed on the web page dedicated to that program on the Provider's website. Provider shall in addition include the following paragraph, along with the logo, on the web page dedicated to the program funded by this Contract, or elsewhere on its website (in English/Spanish or English/Haitian Creole or all three languages, depending upon population served):

English:

**[Provider Program Name]** is funded by The Children's Trust. The Children's Trust is a dedicated source of revenue established by voter referendum to improve the lives of children and families in Miami-Dade County.

Español:

El **[Provider Program Name]** está financiado por The Children's Trust. The Children's Trust es una fuente de financiación, creada por los votantes en referéndum para mejorar la vida de los niños y las familias en Miami-Dade.

Kreyol:

Se Children's Trust ki finanse **[Pwogram Sa-a]**. Children's Trust se yon sous finansman elektè Miyami-Dade te kreye nan yon referandòm. Finansman sa a dedye pou pwogram k'ap amelyore lavi ti moun ak fanmi yo.

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**Note:** In cases where funding by The Children's Trust represents only a percentage of Provider's overall funding, the above language can be altered to read "[Provider Program Name] is funded in part by The Children's Trust..." OR "El [Provider Program Name] está financiado en parte por The Children's Trust..." OR "Se Children's Trust ki finance yon pati nan [Pwogram Sa-a]..."

Provider agrees that all program services, activities and events funded by this Contract shall recognize The Children's Trust as a funding source in any and all publicity, public relations and marketing efforts/materials created under its control on behalf of the program.

## 1. COMMUNICATION WITH MEDIA/NEWS OUTLETS

Provider shall request that all media representatives, when inquiring with Provider about the program services, activities and events funded by this Contract, recognize The Children's Trust as a funding source.

## 2. VIDEO

Provider agrees that any video it produces that depicts activities, services and events funded by this Contract shall include a full-screen graphic at its end recognizing The Children's Trust as a funding source.

## 3. SOCIAL MEDIA

If Provider or its contracted departments maintains social media accounts, they shall:

- a. Post an update on its social media accounts (e.g., Facebook, Twitter, Instagram, etc.) announcing it has been awarded a funding contract by The Children's Trust, and tag The Children's Trust's profile on those social media networks. If The Trust does not have a profile on a particular social media network, the post should link back to [www.thechildrenstrust.org](http://www.thechildrenstrust.org).
- b. State it is funded by The Children's Trust on all of its social media networks' "About" sections.
- c. Tag and/or mention The Children's Trust on all posts related to services, activities and events funded by this Contract.
- d. List The Children's Trust's fan page under "Liked by This Page" on its Facebook page (if Provider maintains a Facebook page).
- e. Follow The Children's Trust Twitter account (if Provider maintains a Twitter account).

## 4. PRINTED MATERIALS

- a. Provider or its contracted departments shall ensure that any and all printed materials it creates for program services, activities and events funded by this Contract, including, but not limited to, newsletters, news releases, brochures, fliers, advertisements, signs/banners, letters to program participants and/or their parents/guardians, or any other materials released to the media or general public, shall state that these program services, activities and events are funded by The Children's Trust.
- b. Further, Provider shall also employ the use of the appropriate Children's Trust logo and/or language as stated above when recognizing said funding in any and all printed materials.
- c. Proofs of all printed material referenced herein must be submitted to The Children's Trust communications department  
([communicationscompliance@thechildrenstrust.org](mailto:communicationscompliance@thechildrenstrust.org)) for approval prior to production/printing and release/distribution.
- d. Provider agrees to deliver to The Children's Trust, without charge, at least three (3) copies of any and all printed materials it creates for program services, activities and events funded by this Contract.
- e. Provider agrees that The Children's Trust will have use of copyrighted materials developed under this Contract to the extent provided in, and subject to, the



provisions of **Sections F: Intellectual Property and Rights to Developed Materials** and **H: Intellectual Property Licensing Fees and Costs..**

## **5. TERMINATION OF CONTRACT**

Upon termination of this Contract by either party, Provider shall remove all references to The Children's Trust from its site(s), website, social media accounts, advertisements and promotional materials, to coincide with the effective date of such termination.

## **X. HEADINGS, USE OF SINGULAR AND GENDER**

Paragraph headings are for convenience only and are not intended to expand or restrict the scope or substance of the provisions of this Contract. Wherever used herein, the singular shall include the plural and plural shall include the singular, and pronouns shall be read as masculine, feminine or neuter as the context requires.

## **Y. JOINT PREPARATION**

The parties hereto acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to expresses the parties' mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

## **Z. TOTALITY OF CONTRACT/SEVERABILITY OF PROVISIONS**

This Contract with its attachments as referenced below contains all the terms and conditions agreed upon by the Parties:

Attachment A: Scope of Services

Attachment B: Other Fiscal Requirements, Budget and Method of Payment

Attachment C: Programmatic Data and Reporting Requirements

Attachment D: Program-Specific Audit Requirements

Attachment E-1: Affidavit for Level 2 Background Screenings, if applicable

Attachment E-2: Child Care Attestation of Good Moral Character, if applicable

Attachment E-3: Child Abuse & Neglect Reporting Requirements, if applicable

Attachment E-4: Background Screening & Personnel File Requirements, if applicable

Attachment F: Performance Improvement Plan, if applicable

Attachment G: Data Security Definitions

No other Contract, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or bind the Parties. If any provision of this Contract is held invalid or void, the remainder of this Contract shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

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**PROVIDER NAME**  
**MIAMI-DADE COUNTY, FLORIDA**

**THE CHILDREN'S TRUST**  
**MIAMI-DADE COUNTY, FLORIDA**

By: \_\_\_\_\_  
(Signature of Authorized Representative)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Type/Print Name)

James R. Haj

\_\_\_\_\_  
(Type/Print Title)

President and CEO

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

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

**This Contract is not valid until signed by both Parties.**

**Attachment A: Scope of Services**

**Place Holder**

**(replace this page with the revised Attachment A and  
remove all references to this place holder)**

**Attachment: B**  
**Budget, Invoices, Method of Payment and Other Fiscal**  
**Requirements**  
**Place Holder**  
**(replace this page with the budget and remove all**  
**references to this place holder)**

## ATTACHMENT B

### BUDGET, INVOICES, METHOD OF PAYMENT and OTHER FISCAL REQUIREMENTS

#### **Budget Amendments/Revisions**

Budget amendments/revisions require written approval from the contract manager and The Children's Trust's chief financial officer or their designees. Requests for budget amendments/revisions must be submitted to a contract manager using The Children's Trust electronic system or the appropriate form, as designated by The Children's Trust. All budget amendments/revisions are subject to final approval by The Children's Trust. Budget amendments/revisions cannot be used to increase the total Contract amount or to modify the Scope of Services. No more than two (2) budget amendments/revisions may be approved during the Contract term. Budget amendments/revisions will be disallowed if they seek to revise retroactive costs not previously budgeted. All amendments/revisions must adjust for operational activity effective as of the previously billed period. Budget amendment/revision requests will not be accepted within sixty (60) calendar days prior to the expiration of Contract. Budget amendments/revisions will be incorporated into the Contract.

#### **Invoice Requirements**

Provider shall submit an electronic request for payment in The Children's Trust electronic system in accordance with the approved budget or budget amendments/revisions. The request for payment is due on or before the fifteenth (15th) day of the month following the month in which expenditures were paid (exclusive of legal holidays or weekends). The Children's Trust will consider all invoices received after the fifteenth (15th) of each month as late, even if the cause of a late submission is due to the delayed approval of a budget or amendment in the Children's Trust's electronic system. The Children's Trust agrees to reimburse Provider on a monthly basis. Any expense included on a reimbursement request that is dated more than two (2) months prior to the invoice period will not be approved. The Children's Trust reserves the right to request any supporting documentation related to this Contract.

If there are subcontractors to this Contract, Form D: Attestation of Payment must be uploaded to The Children's Trust electronic system Document Repository no later than thirty (30) calendar days after payment to subcontractor. Upon the close of this Contract, Provider is required to complete Form E: Close-Out Attestation of Payment, which must be uploaded to the Trust electronic system Document Repository no later than thirty (30) calendar days after payment to subcontractor. These forms may be downloaded from The Children's Trust website. For the purpose of payment only, a subcontractor is defined as an independent agency that has entered into agreement with Provider to perform services pertaining to The Children's Trust-funded program(s) identified in this Contract.

A final request for payment (last monthly invoice of the Contract term) from Provider will be accepted by The Children's Trust up to forty five (45) calendar days after the expiration of this Contract. If Provider fails to comply, then all rights to payment shall be forfeited.

If The Children's Trust determines that Provider has been paid funds which are not in accordance with this Contract and to which it is not entitled, then Provider shall return such funds to The Children's Trust or submit appropriate documentation to support the payment within thirty (30) calendar days of notification by The Children's Trust. After thirty (30) calendar days, The Children's Trust may recapture amounts due to The Children's Trust, from this or any Contract, by reducing amounts requested to be reimbursed less the amount owed to The Children's Trust. The Children's Trust shall have the sole discretion in determining if Provider is entitled to such funds in accordance with this Contract. The Children's Trust's decision on this matter shall be binding.

In the event that Provider, its independent CPA firm or The Children's Trust discovers that an overpayment has been made, Provider shall repay the overpayment within thirty(30) calendar days without prior notification from The Children's Trust.

If Provider fails to serve the number of participants and/or fails to utilize the funds in accordance with the Contract, then The Children's Trust may amend the Contract to reduce the amount of

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dollars. Any delay in amendment by The Children's Trust is not deemed a waiver of The Children's Trust's right to amend or seek reimbursement for underserving participants in accordance with the Contract.

The Children's Trust may opt not to reimburse Provider while Provider is under investigation by any federal, state or local agency, for any such matter related to or any program funded by The Children's Trust. Upon the conclusion of any federal, state or local investigation, The Children's Trust shall reimburse Provider for any outstanding funds due to Provider.

An electronic request for payment will be deemed proper as defined by the Florida Prompt Payment Act if the request complies with the requirements set forth in this Contract and is submitted on the forms prescribed by The Children's Trust. Requests for payment and/or documentation returned to Provider for corrections may be cause for delay in the receipt of payment. Late submission may result in delay in the receipt of payment. The Children's Trust shall pay Provider within thirty (30) calendar days of receipt of Provider's properly submitted Request for Payment (i.e., invoice) and/or other required documentation.

The Children's Trust may retain any payments due until all required reports, deliverables or monies owed to The Children's Trust are submitted and accepted by The Children's Trust.

### **Indirect Administrative Costs**

In no event shall The Children's Trust fund indirect administrative costs in excess of ten percent (10%) percent of the total Contract amount.

### **Match Requirement**

Programs requiring a match if required in the respective solicitation, which is defined as cash or in-kind contributions including nonfederal cash dollars, donated items and/ or services that are part of the overall cost of operating the program, should be reasonable, necessary and/or required for the program. Matching funds do not include The Children's Trust's funds.

The Children's Trust reserves the right to ask for substantive documentation to support the match at any time and such documentation must be presented to Provider's independent auditors as part of its annual financial statement audit.

### **Direct Deposit of Payment**

As a requirement of this Contract, Provider agrees that prior to or on the date commencing the effective term of this Contract, Provider will enroll in The Children's Trust direct deposit program. The direct deposit program requires that all reimbursements received from The Children's Trust are directly deposited into the Provider's designated bank account held in a United States financial institution. The format, including the terms and conditions for the direct deposit of payment, can be found on The Children's Trust website.

### **Cost Reimbursement Method of Payment**

The Parties agree that this is a cost reimbursement method of payment Contract. Provider shall be paid in accordance with the approved budget and/or approved budget amendments/revisions as set forth in this attachment, typically after expenses are incurred. Provider also agrees to pay its subcontractors, vendors and employees for the fulfillment of services provided on a timely basis. The Children's Trust expects that Provider will maintain sufficient funds in the amount of at least fifteen percent (15%) of its operating budget. Adequate working capital is considered a best practice and is necessary when managing a cost reimbursement contract. Provider is expected to possess the funds necessary to cover initial program expenses, and then request reimbursement from The Children's Trust.

### **Advance Payment Requests**

The Children's Trust offers advance payments up to fifteen percent (15%) of the total Contract value. The Children's Trust will only approve advance requests that are equivalent to the total amount of the first two (2) months' programmatic expenditures and up to fifteen percent (15%) of the total Contract value. Determinations of programmatic expenditures will be supported by the immediate prior year's performance or a detailed listing of estimated expenditures. Advance requests shall be limited to governmental entities and not-for-profit corporations, in accordance

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with section 216.181(16)(b), Florida Statutes. Advance requests must include the amount requested and a justification for the request. Advance requests must be submitted using the designated form and must be approved in writing by The Children's Trust's contract manager and chief financial officer or their designees. Advance payments are made at, and within, the sole discretion of The Children's Trust.

## **Advance repayment**

Upon receipt of an advance, repayment must be credited to proceeding reimbursement requests within a sixty (60) calendar day term. Provider shall report the amount of the advance repayment in The Children's Trust electronic system using the "Advances/Adjustments" button on the reimbursement screen. If a Provider does not use the specified Children's Trust electronic system, the Provider is required to deduct its advance repayment from each invoice, consecutively, until the advance is repaid in full.

## **List of Approved Certified Public Accountants or Certified Public Accounting Firms**

To receive reimbursement for the preparation of the Program-Specific Audit, as defined, Provider must choose from a list of approved independent Certified Public Accounting (CPA) firms, which are posted on The Children's Trust website. Inclusion in this pre-approved vendor pool requires that a CPA firm meet the following three criteria:

(a) Participation in either the American Institute of Certified Public Accountants (AICPA) or the Florida Institute of Certified Public Accountants (FICPA) peer review program as evidenced by submitting a triennial System Review Report with a passing score to The Children's Trust.

(b) Providing documentation that a CPA firm, or one of its associates, has adequate experience in governmental accounting and/or nonprofit accounting with the application of *Government Auditing Standards*.

(c) Completion of an annual CPA training session sponsored by The Children's Trust finance department.

## **Supporting Documentation Requirements**

Provider shall maintain original records documenting actual expenditures and services provided according to the approved Budget and Scope of Services. Supporting documentation shall be made available and provided to The Children's Trust upon request.

Provider shall keep accurate and complete records of any fees collected, reimbursements or compensation of any kind received from any client or other third party, for any service covered by this Contract, and shall make all such records available to The Children's Trust upon request. Provider shall maintain a cost allocation methodology that is used to allocate its costs to ensure that The Children's Trust is paying only its fair share of costs for services, overhead and staffing devoted to the program funded by this Contract. Such methodology shall be made available to The Children's Trust upon request.



## **Attachment: C**

### **Programmatic Data and Reporting Requirements**

#### **Place Holder**

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remove all references to this place holder)**

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## Attachment D

### Program-Specific Audit Requirements

The Program-Specific Audit must encompass an audit of The Children's Trust Contracts in accordance with **Section O: Records, Reports, Audits and Monitoring** of this Contract. The comprehensive nature of auditing performed in accordance with the standards set forth below places on the independent certified public accounting firm (CPA) the responsibility for ensuring that (1) the audit is conducted by personnel who have the necessary skills; (2) independence is maintained; (3) applicable standards are followed in planning and conducting audits and reporting the results; (4) the organization has an appropriate internal quality control system in place; and (5) the organization undergoes an external quality control review.

**Program-Specific Audits must be conducted in compliance with AU-C 935 and are required to include performing tests of controls over compliance.**

An auditor's risk assessment must include an expectation of the operating effectiveness of controls over compliance, and in doing so, the assessed control risk must be assessed at low during the planning stage. If the auditor determines a lack of controls and identifies risk of material noncompliance that demonstrates internal controls do not exist or are not effective regarding the compliance requirement, a response to such risks should be developed, and a finding (significant deficiency or material weakness) should be reported.

The auditor's test work and sample size of each compliance requirement should be the result of the assessed level of inherent risk and control risk as it relates to each compliance requirement as stated in The Children's Trust Contracts.

The Program-Specific Audit requires the following components (a sample format may be found on The Children's Trust website):

- a. Independent Auditor's Report on the Schedule of Expenditures of The Children's Trust Contracts
- b. Schedule of Expenditures of The Children's Trust Contracts
- c. Notes to Schedule
- d. Independent Auditor's Report on Compliance for each of The Children's Trust Contracts and Report on Internal Control over Compliance
- e. Schedule of Findings and Questioned Costs

At a minimum, the auditor must include the following tests in its audit program to ensure that the compliance requirements set forth in The Children's Trust compliance supplement are met. They are:

#### The Children's Trust Compliance Supplement to the Program-Specific Audit:

Compliance Requirement	Program-Specific Audit Implication	Example
a) Internal Controls	1) An auditor's risk assessment must include an expectation of the operating effectiveness of controls over compliance, and in doing so, the assessed control risk must be assessed at low during the planning stage. If the auditor determines a lack of controls and identifies risk of material noncompliance that demonstrates internal controls do not exist or are not effective regarding the compliance	A) Controls tested during the financial statement audit may not consider compliance as it relates to The Children's Trust's Contract. Overall control risk must consider each compliance requirement tested during the Program-Specific Audit. Separate risk assessment procedures and materiality should be performed and generated for a Program-Specific Audit.

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Compliance Requirement	Program-Specific Audit Implication	Example
	<p>requirement, a response to such risks should be developed, and a finding (significant deficiency or material weakness) should be reported.</p> <p>The auditor's test work and sample size of each compliance requirement should be the result of the assessed level of inherent risk and control risk as it relates to each compliance requirement as stated in The Children's Trust Contracts</p>	
<p>b) Budget vs. Actual Expenditures</p>	<p>1) The approved budget is to include the original approved Contract as well as any approved budget amendments/revisions.</p>	<p>A) Test work should include a schedule identifying each Contract and its original/amended budget, monthly billings, Contract utilization and any analytical expectations that may identify any overbillings.</p> <p>i. The current Children's Trust electronic system does not allow providers to overbill any budgeted line item or Contract allocation, however, if Contract utilization is greater or less than expected, this could indicate that a budgeted salary rate is not the employee's actual rate. Provider must compensate employees at the rate stated on the budget. Any difference in rate would warrant a finding in the Program-Specific Audit Report.</p>
<p>c) Allowable/Unallowable Activities and Costs</p> <p><b>Common unallowable costs:</b></p> <p>1. Salary rates, payroll methods and hours billed that do not match original or amended budgets.</p> <p>2. Fringe benefits billed to The Children's Trust for employees</p>	<p>1) Requires that the nature of services and type of costs paid are in agreement with the contractual budget and/or budget amendment/revision's Scope of Services and budget guidelines.</p> <p style="text-align: center;">AND/OR</p>	<p>A) If Provider asks to be reimbursed for six (6) field trips to teach children social skills, only field trips enumerated in either the contractual budget narrative or the contractual Scope of Service will be reimbursed.</p> <p>B) If the contractual budget, lists a program coordinator position</p>

# Agenda Item 10C

Compliance Requirement	Program-Specific Audit Implication	Example
<p>not included in Contract budget and are unrelated to the program.</p> <p>3. Professional services billed within regular salaries and wages.</p> <p>4. Capital purchases disguised as repairs.</p> <p>5. Sales taxes and tips.</p> <p>6. Fuel.</p> <p>7. Food and beverage costs for parties, celebrations, end-of-program events, and conferences or conventions, unless while attending an out-of-town conference or convention.</p> <p>8. Monetary gift cards as incentives.</p> <p>A detailed listing of all costs and activities considered allowed and unallowed can be viewed in the Budget Guidelines form on The Children's Trust website.</p>	<p>Requires that activities performed or costs paid with The Children's Trust funds are listed in the contractual budget narrative or a contractual budget amendment/revision narrative.</p> <p>2) Any cost or service billed that is not approved in the Contract's budget is a finding and reported as a questioned cost on the Program-Specific Audit Report.</p> <p>3) If any cost or service is billed in more than one Contract, and the billings are in excess of the total disbursement or approved allocation, the expense has been <b>overbilled or double billed</b> and should be considered a finding.</p> <p>4) The Children's Trust funds must supplement a program; <b>supplanting of funds is unallowable</b>. A provider may not use Contract funds to defray any costs that the recipient already is obligated to pay. (See example F.)</p>	<p>at \$25.00/hour, the provider must pay the program coordinator and charge The Children's Trust \$25.00/hour. The provider cannot substitute funding identified for the program coordinator to any other position.</p> <p>C) If the contractual budget, lists a program coordinator's position, with dedicated time charged to The Children's Trust program of 25%, the provider must keep records of an employee's time to substantiate that 25% of time was in fact earned and charged to The Children's Trust program.</p> <p>D) If three Contracts list a program coordinator's total budgeted salary as \$100,000.00 and each Contract will reimburse \$35,000.00 (35%), then a possible overbilling of \$5,000 may have occurred (<math>\\$35,000.00 \times 3 = \\$105,000.00</math> or <math>35\% \times 3 = 105\%</math> Children's Trust salary allocation).</p> <p>E) If an invoice is submitted to The Children's Trust that includes food charges for end-of-year parties and celebrations, those costs are <b>NOT</b> allowable per The Children's Trust budget guidelines and cannot be paid by The Children's Trust.</p> <p>F) If a provider, prior to applying to participate in the contracted program, committed to purchase 10 new computers for another program, the provider must purchase those 10 computers in addition to any other computers requested for The Children's Trust program.</p>
<p>d) Cash Management</p>	<p>1) With the exception of the last month of the Contract period, monthly invoices must represent costs actually paid during the Contract period (cash basis),</p>	<p>A) If payroll is paid on 3/31, it should be disclosed in March's reimbursement.</p> <p>B) If payroll is paid on 4/1, but represents time charged in</p>

# Agenda Item 10C

Compliance Requirement	Program-Specific Audit Implication	Example
	rather than costs incurred or accrued.	March, it should be disclosed in April's reimbursement.
e) Period of Availability	1) Requires provider to charge The Children's Trust grant with only allowable costs resulting from obligations incurred during the funding period.	<p>A) If the active Contract period extends from 8/1 through 7/31, and provider expends \$250.00 for office supplies on 9/30 during said Contract period, that expenditure must support program services performed during the Contract term.</p> <p>B) The following items warrant the most attention at the beginning and end of Contract periods:</p> <ul style="list-style-type: none"> <li>i. Payroll from expired Contracts is not allowed to be billed in the first month of the renewed Contract if it was paid during the invoiced month but was incurred in prior Contract. Reporting requirements for final invoice allow this payroll to be expensed and reimbursed in prior Contract. Only the portion of payroll incurred during the Contract period may be billed.</li> <li>ii. Utilities</li> <li>iii. Insurances</li> </ul>
f) Special Provisions	1) Eligibility requirements related to Contract expectations such as type of participants served, number of participants served and background checks should <b>NOT</b> be tested as part of The Children's Trust Program-Specific Audit. The Program-Specific Audit is meant to test the fiscal viability of the provider. Therefore, certain Contract provisions that support the fiscal viability of the provider should be tested.	<p>Each of the following special provisions must be tested:</p> <p>A) Insurance requirements (further described in <b>Section K: Insurance Requirements</b> of this Contract)</p> <ul style="list-style-type: none"> <li>i. Auditor should determine if all applicable insurance policies were carried during the fiscal year.</li> </ul> <p>B) Proof of tax status (further described in <b>Section L: Proof of Tax Status</b> of this Contract)</p> <ul style="list-style-type: none"> <li>ii. Auditor should vouch that applicable documents verifying that all incurred</li> </ul>

# Agenda Item 10C

Compliance Requirement	Program-Specific Audit Implication	Example
		<p>payroll and unemployment taxes have been paid.</p> <p>C) Data security obligation (further described in <b>Section O: 12</b> of this Contract)</p> <p style="padding-left: 20px;">i. Auditor should obtain and/or understand the provider's data security policy.</p> <p>D) Subcontractor agreements (if applicable)</p> <p style="padding-left: 20px;">i. Auditor should obtain and understand any agreements made with subcontracted parties. Additionally, the auditor should obtain and understand any provider monitoring procedures.</p> <p>E) Matching Funds</p> <p style="padding-left: 20px;">i. In some cases, a required match is contracted. This will be indicated in <b>Section C: Total Funding</b> of this Contract. Verify the applied method the provider uses to satisfy match requirements. Also, verify that provider maintains documentation to back up match requirements.</p>

The independent auditor's report shall state that the audit was conducted in accordance with: (1) auditing standards generally accepted in the United States of America; (2) the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and (3) the Program-Specific Audit Requirements listed in The Children's Trust Contract.







## ATTACHMENT E-2 CHILD CARE ATTESTATION OF GOOD MORAL CHARACTER

State of Florida

County \_\_\_\_\_

Before me this day personally appeared \_\_\_\_\_ who, being duly sworn, deposes and says:  
(Applicant's/Employee's Name)

As an applicant for employment with, an employee of, a volunteer for, or an applicant to volunteer with \_\_\_\_\_, I affirm and attest under penalty of perjury that I meet the moral character requirements for employment, as required by Chapter 435, Florida Statutes, in that:

I have not been arrested with disposition pending or found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to, or have been adjudicated delinquent and the record has not been sealed or expunged for, any offense prohibited under any of the following provisions of the Florida Statutes or under any similar statute of another jurisdiction for any of the offenses listed below:

	Relating to:
Section 393.135	sexual misconduct with certain developmentally disabled clients and reporting of such sexual misconduct
Section 394.4593	sexual misconduct with certain mental health patients and reporting of such sexual misconduct
Section 415.111	adult abuse, neglect, or exploitation of aged persons or disabled adults or failure to report of such abuse
Section 741.28	criminal offenses that constitute domestic violence, whether committed in Florida or another jurisdiction
Section 777.04	attempts, solicitation, and conspiracy
Section 782.04	murder
Section 782.07	manslaughter, aggravated manslaughter of an elderly person or disabled adult, or aggravated manslaughter of a child
Section 782.071	vehicular homicide
Section 782.09	killing an unborn child by injury to the mother
Chapter 784	assault, battery, and culpable negligence, if the offense was a felony
Section 784.011	assault, if the victim of offense was a minor
Section 784.03	battery, if the victim of offense was a minor
Section 787.01	kidnapping
Section 787.02	false imprisonment
Section 787.025	luring or enticing a child
Section 787.04(2)	taking, enticing, or removing a child beyond the state limits with criminal intent pending custody proceeding
Section 787.04(3)	carrying a child beyond the state lines with criminal intent to avoid producing a child at a custody hearing or delivering the child to the designated person
Section 790.115(1)	exhibiting firearms or weapons within 1,000 feet of a school
Section 790.115(2) (b)	possessing an electric weapon or device, destructive device, or other weapon on school property
Section 794.011	sexual battery
Former Section 794.041	prohibited acts of persons in familial or custodial authority
Section 794.05	unlawful sexual activity with certain minors
Chapter 796	prostitution
Section 798.02	lewd and lascivious behavior
Chapter 800	lewdness and indecent exposure
Section 806.01	arson
Section 810.02	burglary
Section 810.14	voyeurism, if the offense is a felony
Section 810.145	video voyeurism, if the offense is a felony
Chapter 812	theft and/or robbery and related crimes, if a felony offense
Section 817.563	fraudulent sale of controlled substances, if the offense was a felony
Section 825.102	abuse, aggravated abuse, or neglect of an elderly person or disabled adult
Section 825.1025	lewd or lascivious offenses committed upon or in the presence of an elderly person or disabled adult
Section 825.103	exploitation of disabled adults or elderly persons, if the offense was a felony
Section 826.04	incest
Section 827.03	child abuse, aggravated child abuse, or neglect of a child
Section 827.04	contributing to the delinquency or dependency of a child
Former Section 827.05	negligent treatment of children
Section 827.071	sexual performance by a child
Section 843.01	resisting arrest with violence
Section 843.025	depriving a law enforcement, correctional, or correctional probation officer means of protection or communication

# Agenda Item 10C

Section 843.12	aiding in an escape
Section 843.13	aiding in the escape of juvenile inmates in correctional institution
Chapter 847	obscene literature
Section 874.05(1)	encouraging or recruiting another to join a criminal gang drug abuse prevention and control only if the offense was a felony or if any other person involved in the offense was a minor
Section 916.1075	sexual misconduct with certain forensic clients and reporting of such sexual conduct
Section 944.35(3)	inflicting cruel or inhuman treatment on an inmate resulting in great bodily harm
Section 944.40	escape
Section 944.46	harboring, concealing, or aiding an escaped prisoner
Section 944.47	introduction of contraband into a correctional facility
Section 985.701	sexual misconduct in juvenile justice programs
Section 985.711	contraband introduced into detention facilities

I understand that I must applicable acknowledge the existence of any criminal record relating to the above lists of offenses including those under any similar statute of another jurisdiction, regardless of whether or not those records have been sealed or expunged. Further, I understand that, while employed or volunteering at \_\_\_\_\_ in any position that requires background screening as a condition of employment, I must immediately notify my supervisor/employer of any arrest and any changes in my criminal record involving any of the above listed provisions of Florida Statutes or similar statutes of another jurisdiction whether a misdemeanor or felony. This notice must be made within one (1) business day of such arrest or charge. Failure to do so could be grounds for termination.

I attest that I have read the above carefully and state that my attestation here is true and correct that my record does not contain any of the above listed offenses. I understand, under penalty of perjury, all employees in such positions of trust or responsibility shall attest to meeting the requirements for qualifying for employment and agreeing to inform the employer immediately if arrested for any of the disqualifying offenses. I also understand that it is my responsibility to obtain clarification on anything contained in this affidavit which I do not understand prior to signing. I am aware that any omissions, falsifications, misstatements or misrepresentations may disqualify me from employment consideration and, if I am hired, may be grounds for termination or denial of an exemption at a later date.

SIGNATURE OF AFFIANT: \_\_\_\_\_

**Sign Above OR Below, DO NOT Sign Both Lines**

To the best of my knowledge and belief, my record contains one or more of the applicable disqualifying acts or offenses listed above. I have placed a check mark by the offense(s) contained in my record. (If you have previously been granted an exemption for this disqualifying offense, please attach a copy of the letter granting such exemption.) (Please circle the number which corresponds to the offense(s) contained in your record.)

SIGNATURE OF AFFIANT: \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
SIGNATURE OF NOTARY PUBLIC, STATE OF FLORIDA

\_\_\_\_\_  
(Print, Type, or Stamp Commissioned Name of Notary Public)

(Check one)

Affiant personally known to notary

OR

Affiant produced identification



## ATTACHMENT E-3



### Child Abuse & Neglect Reporting Requirements

All child care personnel are mandated by law to report their suspicions of child abuse, neglect, or abandonment to the Florida Abuse Hotline in accordance with section 39.201, Florida Statutes.

- \* Child care personnel must be alert to the physical and behavioral indicators of child abuse and neglect.

"Child Abuse or Neglect" is defined in section 39.201, Florida Statutes, as "harm or threatened harm" to a child's health (mental or physical) or welfare by the acts or omissions by a parent, adult household member, other person responsible for the child's welfare, or for purposes of reporting requirements by any person.

#### Categories include:

- Physical Abuse or Neglect (i.e. unexplained bruises, hunger, lack of supervision...)
- Emotional Abuse or Neglect (i.e. impairment in the ability to function, depression...)
- Sexual Abuse (i.e. withdrawal, excessive crying, physical symptoms...)

- \* Reports must be made immediately to the Florida Abuse Hotline Information System by
  - Telephone at 1-800-96-ABUSE (1-800-962-2873), or
  - Fax at 1-800-914-0004, or
  - Online at <http://www.dcf.state.fl.us/abuse/report/>.
- \* Failure to perform duties of a mandatory reporter pursuant to section 39.201, Florida Statutes, constitutes a violation of the standards in sections 402.301 – 402.319, Florida Statutes, and is a felony of the third degree. **Remember**, it is each child care personnel's responsibility to report suspected abuse and/or neglect.
- \* All reports are confidential. However, persons who are mandated reporters (child care personnel) are required to give their name when making a report.
- \* It is important to give as much identifying and factual information as possible when making a report.
- \* Any person, when acting in good faith, is immune from liability in accordance with section 39.203(1)(a), Florida Statutes.
- \* For more information about child abuse and neglect, visit the Florida Department of Children and Families' ("Department") website at [www.myflorida.com/childcare](http://www.myflorida.com/childcare) and select "Training Requirements." The Department offers a 4-hour *Identifying and Reporting Child Abuse and Neglect* course for child care providers. This course is an overview of the various types of abuse and neglect, indicators that may be observed, the legal responsibility of mandatory reporters, and the proper procedure for reporting abuse and neglect, as required by sections 402.305(2) and 402.313(1), Florida Statutes. The course is offered both online and in person with an instructor throughout Florida.

This statement is to verify that on \_\_\_\_\_, 20\_\_\_\_, I, \_\_\_\_\_  
Date Print Name of Employee

Read and understood the information and my mandated reporting requirements.

Signature of Employee (for facility or large family child care home)

Signature of Operator

# Agenda Item 10C

## ATTACHMENT E-4



### BACKGROUND SCREENING & PERSONNEL FILE REQUIREMENTS

Place in employee file and attach all background screening documentation.  
 Authority: sections 402.301- 402.319 and Chapter 435,  
 Florida Statutes

Name of Employee: \_\_\_\_\_  
 Name of Facility: \_\_\_\_\_

\*Social Security #: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Employment Date: \_\_\_\_\_

\*The Department's license/registration application requires personnel to give their Social Security number for the purposes of background screening. Social security numbers are only used by the Department for identity verification.

Position Classification (check one)	Position Type (check all that apply)	Age Group Assigned (check one)	Education Level (check one)
Child Care Personnel Intermittent Volunteer Other Personnel	Owner Director Lead Teacher (must select age group) VPK Instructor Assistant Teacher Substitute	0 – 12 Months 1 Year 2 Years 3 Years 4 Years 4 Years VPK 5+ Years Mixed Not Applicable	No High School/GED High School Student High School/GED National Early Childhood Credential Birth Through Five Child Care Credential School-Age Child Care Credential Associates Degree Bachelor's Degree Master's Degree or Higher

### SCREENING DOCUMENTATION

All child care personnel are required by law to be screened pursuant to Chapter 435, Florida Statutes, as a condition of employment and continued employment.

#### Initial Screen

FINGERPRINT	Date Livescanned FDLE/ FBI	Date completed FDLE/ FBI
Affidavit of Good Moral Character (due on or before employment, following a 90 day break, or when changing employers)		N/A

#### 5 Year Re-screen

FINGERPRINT	Date Livescanned	Date completed
FINGERPRINT		
FINGERPRINT		

### OTHER REQUIREMENTS

Date Employment References Checked: \_\_\_\_\_

Names of References (attach additional documentation if necessary):

Leave of Absence Documentation from Employer (if applicable):

## **Attachment F: Performance Improvement Plan**

### **Place Holder**

**(replace this page with the Performance Improvement Plan, if necessary and remove all references to this place holder. If not needed delete this page)**



# Agenda Item 10C

## ATTACHMENT G

### Data Security Definitions

**"Authorized Employees"** means Provider's employees who have a need to know or otherwise access Highly Sensitive Personal Information or Personal Information to enable Provider to perform its obligations under this Agreement.

**"Authorized Persons"** means (i) Authorized Employees; or (ii) Provider's subcontractors approved by The Children's Trust who have a need to know or otherwise access Highly Sensitive Personal Information or Personal Information to enable Provider to perform its obligations under this Agreement, and who are bound in writing by confidentiality obligations sufficient to protect Highly Sensitive Personal Information or Personal Information in accordance with the terms and conditions of this Agreement.

**"Unauthorized Third Party"** means any person other than Authorized Employee or Authorized Person(s).

**"Highly Sensitive Personal Information"** means an individual's (i) government-issued identification number (including, without limitation, social security number, driver's license number or state-issued identified number); (ii) financial account number, credit card number, debit card number or credit report information, with or without any required security code, access code, personal identification number or password that would permit access to an individual's financial account; or (iii) biometric or health data.

**"Personal Information"** includes Highly-Sensitive Personal Information or any of the following:

(i) An individual's first name or first initial and last name in combination with any one or more of the following data elements for that individual:

- (1) A social security number.
- (2) A driver's license or identification card number, passport number, military identification number or other similar number issued on a government document used to verify identity.
- (3) A financial account number or credit card number or debit card number, in combination with any required security code, access code or password necessary to permit access to an individual's financial account.
- (4) Any information regarding an individual's medical history, mental or physical condition, or medical treatment or diagnosis by a health care professional.
- (5) An individual's health insurance policy number or subscriber identification number and any unique identifier used by a health insurer to identify the individual.

(ii) User name or email address, in combination with a password or security question and answer that would permit access to an online account.

Notwithstanding the foregoing, the term "Personal Information" shall not include information (1) about an individual that has been made publicly available by a federal, state or local governmental entity; or (2) that is encrypted, secured or modified by any other method or technology that removes elements that personally identify an individual or that otherwise renders the information unusable.

**"Security Breach"** or **"Breach"** means unauthorized access of data in electronic form containing Highly Sensitive Personal Information or Personal Information, or a breach or alleged breach of this Agreement relating to such privacy practices. Good faith access of Highly Sensitive Personal Information or Personal Information by an employee or agent of the covered entity shall not constitute a breach of security under this Agreement, so long as the information is not used for a purpose unrelated to the business of The Children's Trust, or as a result of any other unauthorized use.



**Letter of Proposal**

June 29<sup>th</sup>, 2018

**Kimley-Horn**

355 Alhambra Circle, Suite 1400  
Coral Gables, Florida 33134

Attention: George E. Puig, PLA

Reference: Baywalk Plazas Project – Proposed Retaining Wall  
NE Bayshore Court & NE 79<sup>th</sup> Street  
Miami, Florida

Folio No. (ref.) 01-3208-025-0001

Thank you for requesting a proposal for our services at the above referenced project. We hereby propose to perform the following inspections in accordance with the Florida Building Code (FBC), permitted plans and specifications:

Auger Cast Pile Installation

Pile Installation Monitoring (4 hour minimum/day) -----	\$ 55.00/hour
Travel Time (each way) -----	\$ 35.00/hour
Grout Compressive Strength Tests (as necessary) -----	\$ 100.00/set
Pile Installation Report -----	\$ 750.00

**NOTES:**

- Please note site is to be accessible for entry & performance of work. Any clearing necessary is to be performed by others.
- Pile Layout to be provided prior to inspection.
- **Payment terms – Upon Report Completion**

**Accepting VISA, Master Card, and American Express and Discover**

**PROJECT FEES**

We will perform the Scope of Services outlined above on a unit fee and hourly fee basis in accordance with the Fee Schedule presented above. The final cost of our services will depend upon the actual amount of time that is required to complete our services and will be a function of the duration of the project. This estimate will be heavily influenced by constraints outside the control of Nelco Testing & Engineering Services, Inc., including, but not limited to the Contractor’s schedule, project sequencing, retests and re-inspections, and inclement weather.

*-Continued, Page 2-*



Agenda Item 10D

**NELCO**  
**TESTING AND ENGINEERING SERVICES**

-Continued from Page 1

**SCHEDULING**

Please contact our office 24 hours ahead of time for scheduling of testing and inspection services.

**RIGHT TO PRIVACY**

The information contained in this document is intended to be used as a proposal of project specific fees as requested, based on information given and intended for the explicit use of the client. It shall remain confidential – disclosure of any kind to third parties for any purpose is strictly forbidden.

**AUTHORIZATION**

To authorize Nelco Testing & Engineering Services, Inc. to proceed with the Proposed Scope of Services please execute this Agreement by signing and returning one copy to us. Any exceptions to this proposal or special requirements not covered in this proposal should be brought to our attention and addressed prior to acceptance.

**Nelco Testing and Engineering Services, Inc. is pleased to assist you with this project. If you have any questions or need further assistance, please call us at (305) 259-9779.**

Respectfully Submitted,  
**Nelco Testing and Engineering Services, Inc.**



Ulysses Batista  
President

**CLIENT:** \_\_\_\_\_

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

(Signature of Person authorized to execute contracts)

\_\_\_\_\_

PRINTED NAME

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

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



## **Staff Report**

### **Permit Application for Boat Lift**

*Prepared for: North Bay Village Commission*

*Applicant: Grandview Palace Yacht Club, Inc.*

*Site Address: 7601 East Treasure Drive*

*Request: Permit for Installation of Boat Lift  
in Slip A34*



### General Information

Property Owner	Grand View Palace Yacht Club, Inc.
Applicant	Grand View Palace Yacht Club, Inc.
Applicant Address	7601 E Treasure Dr, Suite CU-12, North Bay Village, Fl. 33141
Site Address	7601 East Treasure Drive
Contact Person	None provided
Contact Phone Number	305-300-6868
E-mail Address	None provided

### General Description

The applicant is requesting a permit to install a new 32,000 pound capacity boat lift at an existing dock in slip A34 at the Grandview Palace property. The proposed boat lift will not extend any further into the bay than the existing dock and neither will the proposed structures cause the dock structure to extend any further into the bay than it currently exists. However, since the proposed boat lift and platforms will be placed more than 25 feet from the seawall, this application shall be heard by the Village Commission at a public hearing.

### Applicable Code Provisions

The construction or alteration of docks, piers, etc is governed by Section 9.12.

Section 9.12(B) reads as follows:

1. No person, firm, or corporation shall construct any docks, piers, dolphins, wharfs, pilings, boat lifts, or similar structures of any kind more than 25 feet perpendicular from the seawall or shoreline into any waterway within the corporate limits of the Village without first-obtaining a waiver from the Village Commission after a public hearing. However, the furthestmost distance seaward from the seawall or shoreline shall not exceed 75 feet including all dolphins or pilings installed beyond the seaward most line of the dock or pier but not including required rip-rap.
2. No dock, pier, wharf, dolphin, piling, or similar structure shall be erected in the Village unless the structure is set back at least 7½ feet from the lot line on each side.
3. No person, firm, or corporation shall build, extend, or make any structural alteration on any building, dock, pier, dolphin, wharf, piling, bulkhead, seawall, or similar

- structure within the corporate limits of the Village, or do any filling, excavating, or dredging in the waters without first obtaining a building permit to do so from the Village Building Department.
4. Application for any permit or the transfer of any permit required by this section shall be made to the Village Building Department in writing on forms provided therefore. The permit shall constitute an agreement by the applicant to comply with all conditions imposed upon granting of the permit. The application shall be accompanied by plans and specifications setting forth in detail the work to be done.
  5. Permits for seawalls and dock structures can be approved administratively and do not require a hearing or approval of the Village Commission if:
    - a. All proposed dock structures, including but not limited to boat lifts and mooring piles, are not placed more than 25 feet measured perpendicular from the seawall.
    - b. All proposed dock structures, including but not limited to boat lifts and mooring piles, are entirely within the D-5 triangle as described in Section D5 of the Miami-Dade Public Works Manual.
  6. Applications for docks, boat lift, mooring piles or other similar structures that do not meet the administrative approval criteria of Section 6 above shall be heard by the Village Commission at a public hearing. If an applicant seeks a dock or pier length greater than 25 feet measured perpendicular from the seawall (including boat lifts, mooring piles or other structures), the Village Commission shall consider the following criteria to determine if a distance waiver shall be granted:
    - a. If the Applicant has provided to the Village notarized letter(s) of consent from adjoining riparian property owners, and
    - b. If the Village has received any letter(s) of objection from adjoining riparian property owners; and
    - c. Any other factors relevant to the specific site.
  7. The Village Commission may deny, approve, or modify the request and/or impose conditions in the permit, or granting of a distance waiver, which it deems necessary to protect the waterways of the Village in accordance with the public safety and the general welfare. The requirement of approval by the Village Commission shall not include applications for repair of existing structures.
  8. A public hearing held pursuant to this Section shall be quasi-judicial.
  9. Repair or reconstruction of existing structures shall not require approval of the Village Commission but may be approved administratively. However, the provisions of subsections 4 and 5 above shall be complied with.
  10. A safety light shall be placed on the part of the structure (either dock, mooring pile, or boat lift) which is furthest from the seawall. The light shall be illuminated from one half hour prior to sunset to one half hour after sunrise.

## Staff Comments

One 32,000 pound capacity boat lift with a boarding platform and access platform will be installed in slip B79. To support the lift, four new concrete pilings will be installed within the slip. The boat lift posts will be 20 feet apart in width and 18 feet apart in length. The boarding platform will be 3 feet wide by 4 feet long, installed on the dock. The access platform will be 24 feet long by 15.5 inches wide, installed on the boat lift on the opposite side from the dock.

Because this lift is being installed in an existing boat slip, the capacity of the docks will not be increased and therefore, this installation should not affect vehicle parking at Grandview Palace or cause an increase in the number of vehicle traffic trips.

The boat lift will not encroach on the 7.5 foot side setbacks from the property lines.

Since the proposed structures are being placed more than 25 feet from the seawall, the Village Commission must consider the proposal at a public hearing and determine whether to grant a distance waiver.

These plans have received pre-approval from Miami-Dade DERM.

Based on the materials presented by the applicant, the proposed structures are in compliance with the applicable provisions of Section 9.12(B). The proposed boatlift is safe and compatible.

## Staff Recommendations

Staff recommends **approval** of the application to install the new boat lift with boarding platform and access platform, pending the following:

1. Compliance with all state, federal, and environmental laws including, but not limited to, compliance with a State Programmatic General Permit as may be required by the U.S. Army Corps of Engineers. All applicable state and federal permits must be obtained before commencement of construction.
2. Building permits and related approvals must be obtained from the Building Official prior to commencement of construction.
3. Cost recovery charges must be paid pursuant to Section 5.12. Specifically, no new development application shall be accepted and no building permit shall be issued for the property until all application fees, cost recovery deposits and outstanding fees and fines related to the property (including fees related to any previous development proposal applications on the property), have been paid in full.
4. Authorization or issuance of a building permit by the Village does not in any way create a right on the part of the applicant to obtain a permit from a state or federal agency, and does not create liability on the part of the Village for issuance of a building permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes action that results in a violation of federal or state law.

*Submitted by:*

*James G. LaRue*

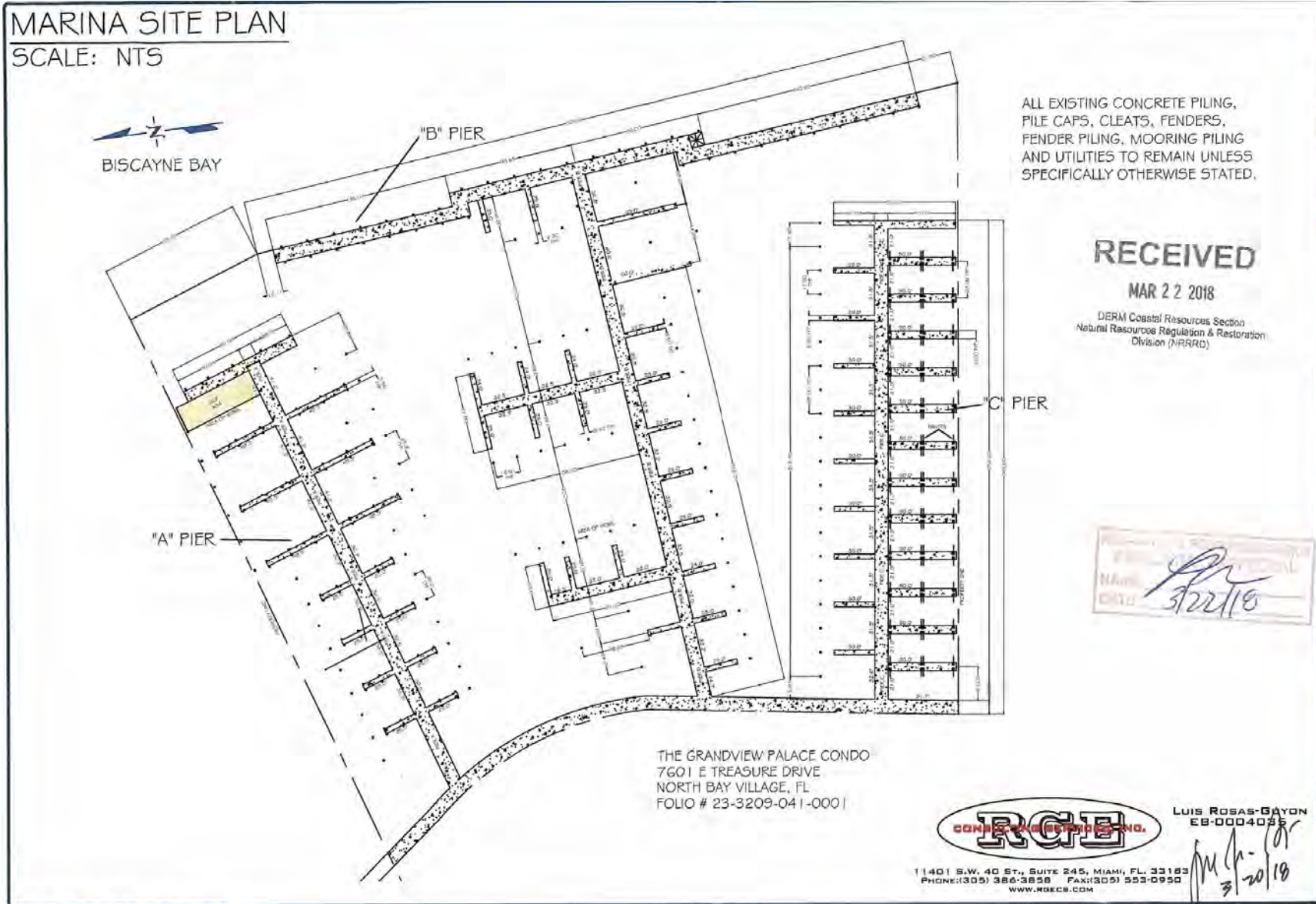
James G. LaRue, AICP

Planning Consultant

June 15, 2018

Hearing: Village Commission, July 10, 2018





1515 SW 87th STREET  
SUITE 208A  
MIAMI, FL 33143  
305-244-2035  
www.tridentenv.com

**TRIDENT ENVIRONMENTAL**  
marine design and permitting

GRANDVIEW PALACE CONDO  
7601 EAST TREASURE DRIVE  
NORTH BAY VILLAGE, FL  
JOB NAME:  
JOB FILE # 23-3209-041-000  
JOB FILE # 23-3209-041-000

OWNER: GRANDVIEW PALACE YACHT CLUB, INC.  
FOLIO # 23-3209-041-0000  
SECTION 09 TOWN 53 RANGE 42  
SITE GRANDVIEW PALACE CONDO  
JOB FILE # 23-3209-041-000

sheet no.  
S-2  
2 of 4





# Agenda Item 11A



## North Bay Village

Administrative Offices

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

### APPLICATION FOR PUBLIC HEARINGS:

**Hearings and Notices:** - All petitions for amendments, changes or supplements to these regulations for variances, special use exceptions, Site Plan Approval, Extension of Approved Site Plans, for Building Height Bonus Approval, or for an amendment, change or supplement to the Comprehensive Plan; district zoning map, or petitions appealing an administrative decision shall be considered at Public Hearings before the Planning & Zoning Board and, thereafter, the Village Commission. Notice of Public Hearings before the Planning & Zoning Board and the Village Commission shall be given by publishing and posting on the property (which is the subject of the request), the time, the place and the nature of the hearing at least 10 days before the hearing. The Village Clerk shall certify that the petition is complete before the hearing is legally advertised.

Applicant's Name: GRANDVIEW PALACE YACHT CLUB, INC. Phone: 305-300-6868

Mailing Address: 7601 E TREASURE DR, SUITE CU-12 NORTH BAY VILLAGE, FL 33141

Legal Description of Property: GRANDVIEW PALACE YACHT CLUB

Existing Zoning: MF Lot Size: \_\_\_\_\_ Folio: 23-3209-041-6060

Type of Request: APPROVAL OF INSTALLATION OF NEW 28K CRADLE BOATLIFT AT SLIP

B47, NEW 56K CRADLE BOATLIFT AT SLIP B79, NEW 32K CRADLE BOATLIFT AT SLIP A34.

(same owner)  
B47 + B47

Reason for Request: (Attach additional Pages if necessary) APPROVAL OF

BOATLIFT INSTALLATION AT EXISTING MARINA.

All applications shall be submitted to the Village Clerk on or before the deadline implemented by the Village.

11/22/23 3:00

# Agenda Item 11A

**APPLICATION FOR HEARING  
BEFORE THE PLANNING & ZONING BOARD AND  
VILLAGE COMMISSION  
PAGE 2 OF 2**

Filing Fees - All persons, firms, or corporations petitioning the Planning & Zoning Board and the Village Commission necessitating the publication of notices in the newspaper, and all relative thereto, the payment of such money in advance to the Village Clerk shall be deemed a condition precedent to the consideration of such petition, conditional use permit or amendment.

I, (We), the undersigned, am (are) the (owner, tenant, agent, attorney) (designate one) of the subject property herein described. I (We) acknowledge and agree that during the consideration of the application before the Planning & Zoning Board and staff of North Bay Village, no rights shall vest on behalf of the applicant, which would be enforceable against the Village until after a Public Meeting is held by the Village Commission and the Village Commission has voted favorable on the proposed petition.

I, (We) further acknowledge that I (We) have read and understand the conditions for appearance before the Planning & Zoning Board and the Village Commission Pursuant to the Village Code Section 152.096. Any person submitting false information or misrepresenting in their presentation shall have all privileges granted to them by the Planning & Zoning Board and the Village Commission revoked.

**(NOTE: ALL NEW AND SUBSTANTIAL IMPROVEMENTS MUST COMPLY WITH THE FLORIDA BUILDING CODE, DEPARTMENT OF ENVIRONMENTAL RESOURCE MANAGEMENT (DERM), AND FEMA (FLOOD) REGULATIONS).**

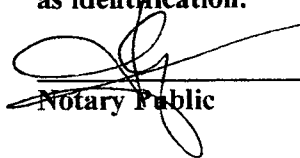
  
\_\_\_\_\_  
Authorized Signature

ORLANDO C. LAMA, PRESIDENT  
\_\_\_\_\_  
Print Name

(In case of corporate ownership, the authorized signature shall be accompanied by a notation of the signer's position in the corporation and embossed with the corporate seal.)

STATE OF FLORIDA            )  
COUNTY OF MIAMI-DADE    )

Sworn to and subscribed to before me this 19 day of April 2018  
by Orlando Lama  
who is personally known to me or who has produced \_\_\_\_\_  
as identification.

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



# Agenda Item 11A

**Office Use Only:**

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

Fee Paid: \$ \_\_\_\_\_

Tentative Meeting Date: \_\_\_\_\_

Cash  or Check  # \_\_\_\_\_

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



# Agenda Item 11A



## North Bay Village

Administrative Offices

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

Tel: (305) 756-7171 Fax: (305) 756-7722 Website: [www.nbvillage.com](http://www.nbvillage.com)

**RE: AN APPLICATION BY GRANDVIEW PALACE YACHT CLUB FOR INSTALLATION OF A NEW BOATLIFT WITH A BOARDING PLATFORM AND AN ACCESS PLATFORM ON AN EXISTING DOCK IN SLIP A34 AT THE COMMERCIAL MARINA AT 7601 E. TREASURE DRIVE, TREASURE ISLAND, NORTH BAY VILLAGE, FLORIDA, PURSUANT TO SECTION 9.12(B) OF THE VILLAGE UNIFIED LAND DEVELOPMENT CODE.**

I, Yvonne P. Hamilton, Village Clerk, hereby certify that that the petition filed hereto is correct.

Dated this 22<sup>nd</sup> day of June 2018.

\_\_\_\_\_  
Yvonne P. Hamilton  
Village Clerk

(North Bay Village Commission Meeting – July 10, 2018)

Mayor  
Connie Leon-Kreps

Vice Mayor  
Andreanna Jackson

Commissioner  
Jose R. Alvarez

Commissioner  
Laura Cattabriga

Commissioner  
Eddie Lim

# Agenda Item 11A



North Bay Village

Administrative Offices

1666 Kennedy Causeway, Suite 300, North Bay Village, FL 33141

Tel: (305) 756-7171 | Fax: (305) 756-7722 | Website: [www.nbvillage.com](http://www.nbvillage.com)

**RE: AN APPLICATION BY GRANDVIEW PALACE YACHT CLUB FOR INSTALLATION OF A NEW BOATLIFT WITH A BOARDING PLATFORM AND AN ACCESS PLATFORM ON AN EXISTING DOCK IN SLIP A34 AT THE COMMERCIAL MARINA AT 7601 E. TREASURE DRIVE, TREASURE ISLAND, NORTH BAY VILLAGE, FLORIDA, PURSUANT TO SECTION 9.12(B) OF THE VILLAGE UNIFIED LAND DEVELOPMENT CODE.**

I, Yvonne P. Hamilton, Village Clerk, hereby certify the attached Notice of Public Hearing was mailed to property owners and residents within 300 feet of the property of the subject request on June 22<sup>nd</sup>, 2018, pursuant to Section 4.4(4)(b) of the Unified Land Development Code.

Dated this 22<sup>nd</sup> day of June 2018.

Yvonne P. Hamilton, CMC  
Village Clerk

(North Bay Village Commission Meeting – July 10, 2018)

Mayor  
Connie Leon-Kreps

Vice Mayor  
Andreana Jackson

Commissioner  
Jose R. Alvarez

Commissioner  
Laura Cattabriga

Commissioner  
Eddie Lim



# Agenda Item 11A

## North Bay Village

Administrative Offices

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

Tel: (305) 756-7171 Fax: (305) 756-7722 Website: [www.nbvillage.com](http://www.nbvillage.com)

**RE: AN APPLICATION BY GRANDVIEW PALACE YACHT CLUB FOR INSTALLATION OF A NEW BOATLIFT WITH A BOARDING PLATFORM AND AN ACCESS PLATFORM ON AN EXISTING DOCK IN SLIP A34 AT THE COMMERCIAL MARINA AT 7601 E. TREASURE DRIVE, TREASURE ISLAND, NORTH BAY VILLAGE, FLORIDA, PURSUANT TO SECTION 9.12(B) OF THE VILLAGE UNIFIED LAND DEVELOPMENT CODE.**

I, Yvonne P. Hamilton, hereby certify that the attached Notice of Public Hearing to be held on July 10, 2018 was posted at the above-referenced property on June 25<sup>th</sup>, 2018, pursuant to Section 4.4(A)(6) of the Unified Land Development Code.

Dated this 25<sup>th</sup> day of June 2018.

\_\_\_\_\_  
Yvonne P. Hamilton, CMC  
Village Clerk

(North Bay Village Commission Meeting - July 10, 2018)

Mayor  
Connie Leon-Kreps

Vice Mayor  
Andreanna Jackson

Commissioner  
Jose R. Alvarez

Commissioner  
Laura Cattabriga

Commissioner  
Eddie Lim





# Agenda Item 11A

## **NORTH BAY VILLAGE NOTICE OF PUBLIC HEARING**

PUBLIC NOTICE IS HEREBY GIVEN THAT THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, WILL HOLD A REGULAR MEETING ON **TUESDAY, JULY 10, 2018** AT 6:30 P.M., OR AS SOON AS POSSIBLE THEREAFTER, AT VILLAGE HALL, 1666 KENNEDY CAUSEWAY, #101, NORTH BAY VILLAGE, FLORIDA. DURING THIS MEETING THE COMMISSION WILL CONSIDER THE FOLLOWING REQUESTS:

1. AN APPLICATION BY GRANDVIEW PALACE YACHT CLUB FOR INSTALLATION OF A NEW BOATLIFT WITH A BOARDING PLATFORM AND AN ACCESS PLATFORM ON AN EXISTING DOCK IN SLIPS B47 AND B79 AT THE COMMERCIAL MARINA AT 7601 E. TREASURE DRIVE, TREASURE ISLAND, NORTH BAY VILLAGE, FLORIDA, PURSUANT TO SECTION 9.12(B) OF THE VILLAGE UNIFIED LAND DEVELOPMENT CODE.
2. AN APPLICATION BY GRANDVIEW PALACE YACHT CLUB FOR INSTALLATION OF A NEW BOATLIFT WITH A BOARDING PLATFORM AND AN ACCESS PLATFORM ON AN EXISTING DOCK IN SLIP A34 AT THE COMMERCIAL MARINA AT 7601 E. TREASURE DRIVE, TREASURE ISLAND, NORTH BAY VILLAGE, FLORIDA, PURSUANT TO SECTION 9.12(B) OF THE VILLAGE UNIFIED LAND DEVELOPMENT CODE.

INTERESTED PERSONS ARE INVITED TO APPEAR AT THIS MEETING OR BE REPRESENTED BY AN AGENT, OR TO EXPRESS THEIR VIEWS IN WRITING ADDRESSED TO THE COMMISSION C/O THE VILLAGE CLERK, 1666 KENNEDY CAUSEWAY, #300, NORTH BAY VILLAGE, FL 33141. THE DOCUMENTS PERTAINING TO THIS PUBLIC HEARING MAY BE INSPECTED AT THE OFFICE OF THE VILLAGE CLERK DURING REGULAR BUSINESS HOURS. INQUIRIES MAY BE DIRECTED TO THAT DEPARTMENT AT (305) 756-7171.

PURSUANT TO SECTION 286.0105, FLORIDA STATUTES IF ANY PERSON DECIDES TO APPEAL ANY DECISION BY THE COMMISSION WITH RESPECT TO THIS OR ANY MATTER CONSIDERED AT ITS MEETING OR ITS HEARING, SUCH PERSON MUST ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

TO REQUEST THIS MATERIAL IN ACCESSIBLE FORMAT, SIGN LANGUAGE INTERPRETERS, INFORMATION ON ACCESS FOR PERSON WITH DISABILITIES, AND/OR ANY ACCOMMODATION TO REVIEW ANY DOCUMENT OR PARTICIPATE IN ANY VILLAGE-SPONSORED PROCEEDING, PLEASE CONTACT (305) 756-7171 FIVE DAYS IN ADVANCE TO INITIATE YOUR REQUEST. TTY USERS MAY ALSO CALL 711 (FLORIDA RELAY SERVICE).

# Agenda Item 11A

THIS HEARING MAY BE CONTINUED FROM TIME TO TIME AS NECESSARY, AS DETERMINED BY THE VILLAGE COMMISSION.

YVONNE P. HAMILTON, CMC

VILLAGE CLERK

(June 19, 2018)

# Agenda Item 11A

Grandview Palace Condominium  
7601 E. Treasure Drive  
N. Bay Village, FL 33141

Caribbean Towers Condominium  
7545 E. Treasure Drive  
N. Bay Village, FL 33141

Treasure Island Elementary  
C/O 1450 N.E. 2<sup>nd</sup> Avenue  
Room 602  
Miami, FL 33132

Bocados Ricos Corp  
1880 Kennedy Causeway  
N. Bay Village, FL 33141

Gonzalez Santiago  
1886 Kennedy Causeway  
N. Bay Village, FL 33141

DDB Investments Fortune  
ATTN: Valeria Dahan  
1300 Brickell Avenue  
Miami, FL 33131

Sunshine Grocery  
1900 Kennedy Causeway  
N. Bay Village, FL 33141

Pizza D'Light  
C/O Jairo Reyes  
1865 Kennedy Cswy., #11-C  
N. Bay Village, FL 33141

Mr. Greg Lambert  
823 N.W. 57<sup>th</sup> Avenue  
Ft. Lauderdale, FL 33309  
(Re: 1886B Kennedy Cswy.)

Happy's Store/Sports  
1872 Kennedy Causeway  
N. Bay Village, FL 33141

# Agenda Item 11A

OWNER/CURRENT OCCUPANT  
1872 79 CSWY  
North Bay Village, FL 33141-4219

OWNER/CURRENT OCCUPANT  
1850 79 STREET CSW  
North Bay Village, FL 33141-4250

OWNER/CURRENT OCCUPANT  
800 E TREASURE DR  
North Bay Village, FL 33141-4324

OWNER/CURRENT OCCUPANT  
7540 E TREASURE DR  
North Bay Village, FL 33141-4324

OWNER/CURRENT OCCUPANT  
7525 E TREASURE DR  
North Bay Village, FL 33141-4373

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 1G  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW HH  
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# Agenda Item 11A

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# Agenda Item 11A

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# Agenda Item 11A

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North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 8O  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 9A  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 9B  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 9C  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 9D  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 9E  
North Bay Village, FL 33141-0000





# Agenda Item 11A

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 9F  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 9G  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 9H  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 9I  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 9J  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 9K  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 9L  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 9M  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 9N  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 9O  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 10A  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 10B  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 10C  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 10D  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 10E  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 10F  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 10G  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 10H  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 10I  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 10J  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 10K  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 10L  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 10M  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 10N  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 10O  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 11A  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 11B  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 11C  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 11D  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 11E  
North Bay Village, FL 33141-0000

# Agenda Item 11A

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 11F  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 11G  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 11H  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 11I  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 11J  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 11K  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 11L  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 11M  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 11N  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 11O  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 12A  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 12B  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 12C  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 12D  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 12E  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 12F  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 12G  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 12H  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 12I  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 12J  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 12K  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 12L  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 12M  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 12N  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 12O  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 14A  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 14B  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 14C  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 14D  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 14E  
North Bay Village, FL 33141-0000

# Agenda Item 11A

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 14F  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 14G  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
Not Available  
Not Available, FL -

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 14I  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 14J  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 14K  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 14L  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 14M  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 14N  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 14O  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 15A  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 15B  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 15C  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 15D  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 15E  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 15F  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 15G  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 15H  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 15I  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 15J  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 15K  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 15L  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 15M  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 15N  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 15O  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 16A  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 16B  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 16C  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 16D  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 16E  
North Bay Village, FL 33141-0000



# Agenda Item 11A

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 16F  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 16G  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 16H  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 16I  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 16J  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 16K  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 16L  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 16M  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 16N  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 16O  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW PHA  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW PHB  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW PHC  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW PHD  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW PHE  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW PHF  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW PHG  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW PHH  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW PHI  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW PHJ  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW PHK  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW PHL  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW PHM  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW PHN  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW PHO  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 401  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 801  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 601  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 701  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 801  
North Bay Village, FL 33141-4391



# Agenda Item 11A

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 901  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1001  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1101  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1201  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1401  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1501  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1601  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1701  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1801  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1901  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 2001  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 2101  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 2201  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 2301  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 2401  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR PH101  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR PH201  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 402  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 502  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 602  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 702  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 802  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 902  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1002  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1102  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1202  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1402  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1502  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1602  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1702  
North Bay Village, FL 33141-4391



# Agenda Item 11A

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1802  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1902  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 2002  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 2102  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 2202  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 2302  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 2402  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR PH102  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR PH202  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 403  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 503  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 603  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 703  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 803  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 903  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1003  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1103  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1203  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1403  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1503  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1603  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1703  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1803  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1903  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 2003  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 2103  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 2203  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 2303  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 2403  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR PH103  
North Bay Village, FL 33141-4391



# Agenda Item 11A

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR PH203  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 404  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 504  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 604  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 704  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 804  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 904  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1004  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1104  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1204  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1404  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1504  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1604  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1704  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1804  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1904  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 2004  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 2104  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 2204  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 2304  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 2404  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR PH104  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR PH204  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 405  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 505  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 605  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 705  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 805  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 905  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1005  
North Bay Village, FL 33141-4391



# Agenda Item 11A

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1105  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1205  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1405  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1505  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1605  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1705  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1805  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1905  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 2005  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 2105  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 2205  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 2305  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 2405  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR PH105  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR PH205  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 406  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 506  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 606  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 706  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 806  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 906  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
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North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
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North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1406  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1506  
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OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1706  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1806  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1906  
North Bay Village, FL 33141-4391



# Agenda Item 11A

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 2006  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 2106  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 2206  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 2306  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 2406  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR PH106  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR PH206  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 407  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 507  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 607  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 707  
North Bay Village, FL 33141-4391

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North Bay Village, FL 33141-4391

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North Bay Village, FL 33141-4391

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North Bay Village, FL 33141-4391

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North Bay Village, FL 33141-4391

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North Bay Village, FL 33141-4391

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North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 2107  
North Bay Village, FL 33141-4391

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North Bay Village, FL 33141-4391

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North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR PH107  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR PH207  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 408  
North Bay Village, FL 33141-4391

# Agenda Item 11A

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 508  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 608  
North Bay Village, FL 33141-4391

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North Bay Village, FL 33141-4391

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North Bay Village, FL 33141-4391

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North Bay Village, FL 33141-4391

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North Bay Village, FL 33141-4391

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North Bay Village, FL 33141-4391

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North Bay Village, FL 33141-4391

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North Bay Village, FL 33141-4391

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North Bay Village, FL 33141-4391

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North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
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North Bay Village, FL 33141-4391

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North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1209  
North Bay Village, FL 33141-4391

# Agenda Item 11A

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1409  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
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North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
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OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 2109  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 2209  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
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North Bay Village, FL 33141-4391

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North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
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North Bay Village, FL 33141-4391

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North Bay Village, FL 33141-4391

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North Bay Village, FL 33141-4391

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North Bay Village, FL 33141-4391

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North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 2110  
North Bay Village, FL 33141-4391



# Agenda Item 11A

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 2210  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
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North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
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North Bay Village, FL 33141-4391

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North Bay Village, FL 33141-4391

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North Bay Village, FL 33141-4391

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North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 611  
North Bay Village, FL 33141-4391

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North Bay Village, FL 33141-4391

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North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 911  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1011  
North Bay Village, FL 33141-4391

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7601 E TREASURE DR 1111  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
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North Bay Village, FL 33141-4391

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North Bay Village, FL 33141-4391

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North Bay Village, FL 33141-4391

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North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
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North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
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North Bay Village, FL 33141-4391

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North Bay Village, FL 33141-4391

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North Bay Village, FL 33141-4391

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North Bay Village, FL 33141-4391

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North Bay Village, FL 33141-4391

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7601 E TREASURE DR PH211  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 412  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 512  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 612  
North Bay Village, FL 33141-4391



# Agenda Item 11A

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 712  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 812  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 912  
North Bay Village, FL 33141-4391

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7601 E TREASURE DR 1012  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1112  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
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North Bay Village, FL 33141-4391

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North Bay Village, FL 33141-4391

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North Bay Village, FL 33141-4391

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OWNER/CURRENT OCCUPANT  
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North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
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North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 2112  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
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North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
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North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 2412  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR PH112  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR PH212  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 414  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
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North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 614  
North Bay Village, FL 33141-4391

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North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
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North Bay Village, FL 33141-4391

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OWNER/CURRENT OCCUPANT  
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North Bay Village, FL 33141-4391

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North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
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North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1514  
North Bay Village, FL 33141-4391

# Agenda Item 11A

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1614  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1714  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
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North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
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North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 2014  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
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North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
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North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
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North Bay Village, FL 33141-4391

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North Bay Village, FL 33141-4391

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North Bay Village, FL 33141-4391

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North Bay Village, FL 33141-4391

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OWNER/CURRENT OCCUPANT  
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North Bay Village, FL 33141-4391





# Agenda Item 11A

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 2415  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
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North Bay Village, FL 33141-4391

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North Bay Village, FL 33141-4391

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North Bay Village, FL 33141-4391

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North Bay Village, FL 33141-4391

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North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 817  
North Bay Village, FL 33141-4391

# Agenda Item 11A

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 917  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1017  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1117  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1217  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1417  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1517  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1617  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1717  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1817  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1917  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 2017  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 2117  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 2217  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 2317  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 2417  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR PH117  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR PH217  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 418  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 518  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 618  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 718  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 818  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 918  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1018  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1118  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1218  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1418  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1518  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1618  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1718  
North Bay Village, FL 33141-4391





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# Agenda Item 11A

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1818  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1918  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 2018  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 2118  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 2218  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 2318  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 2418  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR PH118  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR PH218  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 419  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 519  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 619  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 719  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 819  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 919  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1019  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1119  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1219  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1419  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1519  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1619  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1719  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1819  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1919  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 2019  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 2119  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 2219  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 2319  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 2419  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR PH119  
North Bay Village, FL 33141-4391



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# Agenda Item 11A

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR PH219  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 420  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 520  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 620  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 720  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 820  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 920  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1020  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1120  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1220  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1420  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1520  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1620  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1720  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1820  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1920  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 2020  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 2120  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 2220  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 2320  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 2420  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR PH120  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR PH220  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 421  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 521  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 621  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 721  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 821  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 921  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1021  
North Bay Village, FL 33141-4391



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# Agenda Item 11A

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1121  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1221  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1421  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1521  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1621  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1721  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1821  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1921  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 2021  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 2121  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 2221  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 2321  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 2421  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR PH121  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR PH221  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 422  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 522  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 622  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 722  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 822  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 922  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1022  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1122  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1222  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1422  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1522  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1622  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1722  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1822  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1922  
North Bay Village, FL 33141-4391



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# Agenda Item 11A

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 2022  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 2122  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 2222  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 2322  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 2422  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR PH122  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR PH222  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 423  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 523  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 623  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 723  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 823  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 923  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1023  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1123  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1223  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1423  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1523  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1623  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1723  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1823  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1923  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 2023  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 2123  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 2223  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 2323  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 2423  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR PH123  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR PH223  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 424  
North Bay Village, FL 33141-4391



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# Agenda Item 11A

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 524  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 624  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 724  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 824  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 924  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1024  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1124  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1224  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1424  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1524  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1624  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1724  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1824  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1924  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 2024  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 2124  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 2224  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 2324  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 2424  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR PH124  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR PH224  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR CU-1  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR CU-2  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR CU-3  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR CU-4  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR CU-5  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR CU-6  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR CU-7  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR CU-8  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR CU-9  
North Bay Village, FL 33141-4391





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# Agenda Item 11A

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR CU-10  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR CU-11  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR CU-12  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR CU-13  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR CU-14  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR CU-15  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR CU-16  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR CU-17  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR CU-18  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR CU-19  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR CU-20  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR CU-21  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR CU-22  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR CU-23  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR CU-24  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR CU-25  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR CU-26  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR A1  
North Bay Village, FL 33141-4349

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR A2  
North Bay Village, FL 33141-4349

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR A3  
North Bay Village, FL 33141-4349

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR A4  
North Bay Village, FL 33141-4349

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR 2A  
North Bay Village, FL 33141-4349

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR 3A  
North Bay Village, FL 33141-4349

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR 4A  
North Bay Village, FL 33141-4349

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR 5A  
North Bay Village, FL 33141-4349

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR 6A  
North Bay Village, FL 33141-4349

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR 7A  
North Bay Village, FL 33141-4349

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR 8A  
North Bay Village, FL 33141-4349

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR 9A  
North Bay Village, FL 33141-4349

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR 10A  
North Bay Village, FL 33141-4349



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OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR 2B  
North Bay Village, FL 33141-4349

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR 3B  
North Bay Village, FL 33141-4349

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR 4B  
North Bay Village, FL 33141-4349

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR 5B  
North Bay Village, FL 33141-4349

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR 6B  
North Bay Village, FL 33141-4349

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR 7B  
North Bay Village, FL 33141-4349

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR 8B  
North Bay Village, FL 33141-4349

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR 9B  
North Bay Village, FL 33141-4349

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR 10B  
North Bay Village, FL 33141-4349

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR 2C  
North Bay Village, FL 33141-4349

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR 3C  
North Bay Village, FL 33141-4349

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR 4C  
North Bay Village, FL 33141-4349

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR 5C  
North Bay Village, FL 33141-4349

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR 6C  
North Bay Village, FL 33141-4349

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR 7C  
North Bay Village, FL 33141-4349

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR 8C  
North Bay Village, FL 33141-4349

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR 9C  
North Bay Village, FL 33141-4349

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR 10C  
North Bay Village, FL 33141-4349

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR 2D  
North Bay Village, FL 33141-4349

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR 3D  
North Bay Village, FL 33141-4349

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR 4D  
North Bay Village, FL 33141-4349

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR 5D  
North Bay Village, FL 33141-4349

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR 6D  
North Bay Village, FL 33141-4349

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR 7D  
North Bay Village, FL 33141-4349

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR 8D  
North Bay Village, FL 33141-4349

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR 9D  
North Bay Village, FL 33141-4349

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR 10D  
North Bay Village, FL 33141-4349

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR 2E  
North Bay Village, FL 33141-4349

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR 3E  
North Bay Village, FL 33141-4349

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR 4E  
North Bay Village, FL 33141-4349



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# Agenda Item 11A

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR 5E  
North Bay Village, FL 33141-4349

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR 6E  
North Bay Village, FL 33141-4349

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR 7E  
North Bay Village, FL 33141-4349

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR 8E  
North Bay Village, FL 33141-4349

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR 9E  
North Bay Village, FL 33141-4349

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR 10E  
North Bay Village, FL 33141-4349

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR 2F  
North Bay Village, FL 33141-4349

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR 3F  
North Bay Village, FL 33141-4349

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR 4F  
North Bay Village, FL 33141-4349

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR 5F  
North Bay Village, FL 33141-4349

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR 6F  
North Bay Village, FL 33141-4349

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR 7F  
North Bay Village, FL 33141-4349

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR 8F  
North Bay Village, FL 33141-4349

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR 9F  
North Bay Village, FL 33141-4349

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR 10F  
North Bay Village, FL 33141-4349

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR 2G  
North Bay Village, FL 33141-4349

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR 3G  
North Bay Village, FL 33141-4349

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR 4G  
North Bay Village, FL 33141-4349

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR 5G  
North Bay Village, FL 33141-4349

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR 6G  
North Bay Village, FL 33141-4349

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR 7G  
North Bay Village, FL 33141-4349

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR 8G  
North Bay Village, FL 33141-4349

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR 9G  
North Bay Village, FL 33141-4349

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR 10G  
North Bay Village, FL 33141-4349

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR 2H  
North Bay Village, FL 33141-4349

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR 3H  
North Bay Village, FL 33141-4349

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR 4H  
North Bay Village, FL 33141-4349

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR 5H  
North Bay Village, FL 33141-4349

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR 6H  
North Bay Village, FL 33141-4349

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR 7H  
North Bay Village, FL 33141-4349



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# Agenda Item 11A

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR 8H  
North Bay Village, FL 33141-4349

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR 9H  
North Bay Village, FL 33141-4349

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR 10H  
North Bay Village, FL 33141-4349

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR 2I  
North Bay Village, FL 33141-4349

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR 3I  
North Bay Village, FL 33141-4349

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR 4I  
North Bay Village, FL 33141-4349

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR 5I  
North Bay Village, FL 33141-4349

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR 6I  
North Bay Village, FL 33141-4349

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR 7I  
North Bay Village, FL 33141-4349

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR 8I  
North Bay Village, FL 33141-4349

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR 9I  
North Bay Village, FL 33141-4349

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR 10I  
North Bay Village, FL 33141-4349

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR 2J  
North Bay Village, FL 33141-4349

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR 3J  
North Bay Village, FL 33141-4349

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR 4J  
North Bay Village, FL 33141-4349

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR 5J  
North Bay Village, FL 33141-4349

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR 6J  
North Bay Village, FL 33141-4349

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR 7J  
North Bay Village, FL 33141-4349

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR 8J  
North Bay Village, FL 33141-4349

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR 9J  
North Bay Village, FL 33141-4349

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR 10J  
North Bay Village, FL 33141-4349

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR 2K  
North Bay Village, FL 33141-4349

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR 3K  
North Bay Village, FL 33141-4349

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR 4K  
North Bay Village, FL 33141-4349

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR 5K  
North Bay Village, FL 33141-4349

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR 6K  
North Bay Village, FL 33141-4349

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR 7K  
North Bay Village, FL 33141-4349

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR 8K  
North Bay Village, FL 33141-4349

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR 9K  
North Bay Village, FL 33141-4349

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR 10K  
North Bay Village, FL 33141-4349



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# Agenda Item 11A

OWNER/CURRENT OCCUPANT  
1881 79 STREET CSW 401  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1881 79 STREET CSW 501  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1881 79 STREET CSW 601  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1881 79 STREET CSW 701  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1881 79 STREET CSW 801  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1881 79 STREET CSW 901  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1881 79 STREET CSW 1001  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1881 79 STREET CSW 1101  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1881 79 STREET CSW 1201  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1881 79 STREET CSW 1401  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1881 79 STREET CSW 1501  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1881 79 STREET CSW 1601  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1881 79 STREET CSW 1701  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1881 79 STREET CSW 1801  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1881 79 STREET CSW 1901  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1881 79 STREET CSW 2001  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1881 79 STREET CSW 2101  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1881 79 STREET CSW 402  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1881 79 STREET CSW 502  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1881 79 STREET CSW 602  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1881 79 STREET CSW 702  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1881 79 STREET CSW 802  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1881 79 STREET CSW 902  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1881 79 STREET CSW 1002  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1881 79 STREET CSW 1102  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1881 79 STREET CSW 1202  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1881 79 STREET CSW 1402  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1881 79 STREET CSW 1502  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1881 79 STREET CSW 1602  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1881 79 STREET CSW 1702  
North Bay Village, FL 33141-0000



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# Agenda Item 11A

OWNER/CURRENT OCCUPANT  
1881 79 STREET CSW 1802  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1881 79 STREET CSW 1902  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1881 79 STREET CSW 2002  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1881 79 STREET CSW 2102  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1881 79 STREET CSW 503  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1881 79 STREET CSW 603  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1881 79 STREET CSW 703  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1881 79 STREET CSW 803  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1881 79 STREET CSW 903  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1881 79 STREET CSW 1003  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1881 79 STREET CSW 1103  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1881 79 STREET CSW 1203  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1881 79 STREET CSW 1403  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1881 79 STREET CSW 1503  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1881 79 STREET CSW 1603  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1881 79 STREET CSW 1703  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1881 79 STREET CSW 1803  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1881 79 STREET CSW 1903  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1881 79 STREET CSW 2003  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1881 79 STREET CSW 2103  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1881 79 STREET CSW 404  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1881 79 STREET CSW 504  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1881 79 STREET CSW 604  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1881 79 STREET CSW 704  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1881 79 STREET CSW 804  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1881 79 STREET CSW 904  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1881 79 STREET CSW 1004  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1881 79 STREET CSW 1104  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1881 79 STREET CSW 1204  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1881 79 STREET CSW 1404  
North Bay Village, FL 33141-0000



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# Agenda Item 11A

OWNER/CURRENT OCCUPANT  
1881 79 STREET CSW 1504  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1881 79 STREET CSW 1604  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1881 79 STREET CSW 1704  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1881 79 STREET CSW 1804  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1881 79 STREET CSW 1904  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1881 79 STREET CSW 2004  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1881 79 STREET CSW 2104  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1881 79 STREET CSW 405  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1881 79 STREET CSW 505  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1881 79 STREET CSW 605  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1881 79 STREET CSW 705  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1881 79 STREET CSW 805  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1881 79 STREET CSW 905  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1881 79 STREET CSW 1005  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1881 79 STREET CSW 1105  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1881 79 STREET CSW 1205  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1881 79 STREET CSW 1405  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1881 79 STREET CSW 1505  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1881 79 STREET CSW 1605  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1881 79 STREET CSW 1705  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1881 79 STREET CSW 1805  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1881 79 STREET CSW 1905  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1881 79 STREET CSW 2005  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1881 79 STREET CSW 2105  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1881 79 STREET CSW 406  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1881 79 STREET CSW 506  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1881 79 STREET CSW 606  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1881 79 STREET CSW 706  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1881 79 STREET CSW 806  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1881 79 STREET CSW 906  
North Bay Village, FL 33141-0000





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# Agenda Item 11A

OWNER/CURRENT OCCUPANT  
1881 79 STREET CSW 1006  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1881 79 STREET CSW 1106  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1881 79 STREET CSW 1206  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1881 79 STREET CSW 1406  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1881 79 STREET CSW 1506  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1881 79 STREET CSW 1606  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1881 79 STREET CSW 1706  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1881 79 STREET CSW 1806  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1881 79 STREET CSW 1906  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1881 79 STREET CSW 2006  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1881 79 STREET CSW 2106  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1881 79 STREET CSW 407  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1881 79 STREET CSW 507  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1881 79 STREET CSW 607  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1881 79 STREET CSW 707  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1881 79 STREET CSW 807  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1881 79 STREET CSW 907  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
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North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
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North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1881 79 STREET CSW 1207  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1881 79 STREET CSW 1407  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1881 79 STREET CSW 1507  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1881 79 STREET CSW 1607  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1881 79 STREET CSW 1707  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1881 79 STREET CSW 1807  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1881 79 STREET CSW 1907  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1881 79 STREET CSW 2007  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1881 79 STREET CSW 2107  
North Bay Village, FL 33141-0000

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**NORTH BAY VILLAGE  
 NOTICE OF PUBLIC HEARING**

PUBLIC NOTICE IS HEREBY GIVEN THAT THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, WILL HOLD A REGULAR MEETING ON **TUESDAY, JULY 10, 2018** AT 6:30 P.M., OR AS SOON AS POSSIBLE THEREAFTER, AT VILLAGE HALL, 1666 KENNEDY CAUSEWAY, #101, NORTH BAY VILLAGE, FLORIDA. DURING THIS MEETING THE COMMISSION WILL CONSIDER THE FOLLOWING REQUESTS:

1. AN APPLICATION BY GRANDVIEW PALACE YACHT CLUB FOR INSTALLATION OF A NEW BOATLIFT WITH A BOARDING PLATFORM AND AN ACCESS PLATFORM ON AN EXISTING DOCK IN SLIPS B47 AND B79 AT THE COMMERCIAL MARINA AT 7601 E. TREASURE DRIVE, TREASURE ISLAND, NORTH BAY VILLAGE, FLORIDA. PURSUANT TO SECTION 9.12(B) OF THE VILLAGE UNIFIED LAND DEVELOPMENT CODE.
2. AN APPLICATION BY GRANDVIEW PALACE YACHT CLUB FOR INSTALLATION OF A NEW BOATLIFT WITH A BOARDING PLATFORM AND AN ACCESS PLATFORM ON AN EXISTING DOCK IN SLIP A34 AT THE COMMERCIAL MARINA AT 7601 E. TREASURE DRIVE, TREASURE ISLAND, NORTH BAY VILLAGE, FLORIDA, PURSUANT TO SECTION 9.12(B) OF THE VILLAGE UNIFIED LAND DEVELOPMENT CODE.
3. A REQUEST BY JOSEPH GRECO, PROPERTY OWNER OF 7516 BUCCANEER AVENUE, TREASURE ISLAND, NORTH BAY VILLAGE, FLORIDA. FOR A VARIANCE PURSUANT TO SECTION 7.4 OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE, FROM THE STRICT APPLICATION OF SECTION 8.13(M)(2)(b), TO CONSTRUCT A SWIMMING POOL WITH A 5.78 FOOT REAR SETBACK, WHERE 7.5 FEET IS REQUIRED.
4. AN AMENDMENT TO THE NORTH BAY VILLAGE COMPREHENSIVE PLAN AMENDING THE FUTURE LAND USE ELEMENT. CREATING A TRANSFER OF DENSITY PROGRAM TO ALLOW TRANSFER OF DENSITY FROM VILLAGE OWNED PROPERTIES TO PROPERTIES IN THE MULTI-FAMILY HIGH DENSITY RESIDENTIAL FUTURE LAND USE CATEGORY AND COMMERCIAL FUTURE LAND USE CATEGORY, PROVIDING FOR AN INCREASED MAXIMUM DENSITY ALLOWED FOR PROPERTIES IN THE COMMERCIAL FUTURE LAND USE CATEGORY WITH DIRECT ACCESS TO KENNEDY CAUSEWAY. *(ADOPTION HEARING)*

INTERESTED PERSONS ARE INVITED TO APPEAR AT THIS MEETING OR BE REPRESENTED BY AN AGENT, OR TO EXPRESS THEIR VIEWS IN WRITING ADDRESSED TO THE COMMISSION C/O THE VILLAGE CLERK, 1666 KENNEDY CAUSEWAY, #300, NORTH BAY VILLAGE, FL 33141. THE DOCUMENTS PERTAINING TO THIS PUBLIC HEARING MAY BE INSPECTED AT THE OFFICE OF THE VILLAGE CLERK DURING REGULAR BUSINESS HOURS. INQUIRIES MAY BE DIRECTED TO THAT DEPARTMENT AT (305) 756-7171.

PURSUANT TO SECTION 286.0105, FLORIDA STATUTES IF ANY PERSON DECIDES TO APPEAL ANY DECISION BY THE COMMISSION WITH RESPECT TO THIS OR ANY MATTER CONSIDERED AT ITS MEETING OR ITS HEARING, SUCH PERSON MUST ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

TO REQUEST THIS MATERIAL IN ACCESSIBLE FORMAT, SIGN LANGUAGE INTERPRETERS, INFORMATION ON ACCESS FOR PERSON WITH DISABILITIES, AND/OR ANY ACCOMMODATION TO REVIEW ANY DOCUMENT OR PARTICIPATE IN ANY VILLAGE-SPONSORED PROCEEDING, PLEASE CONTACT (305) 756-7171 FIVE DAYS IN ADVANCE TO INITIATE YOUR REQUEST. TTY USERS MAY ALSO CALL 711 (FLORIDA RELAY SERVICE).

THIS HEARING MAY BE CONTINUED FROM TIME TO TIME AS NECESSARY, AS DETERMINED BY THE VILLAGE COMMISSION.

YVONNE P. HAMILTON, CMC  
 VILLAGE CLERK  
*(June 19, 2018)*

# Agenda Item 11A



## North Bay Village

Administrative Offices


1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

### MEMORANDUM North Bay Village

**DATE:** April 26, 2018

**TO:** Yvonne P. Hamilton, CMC  
Village Clerk

**FROM:** Marlen D. Martell, MPA, CFM   
Village Manager

**SUBJECT:** Introduction of Resolution

---

Pursuant to Section 3.08 of the Village Charter, I hereby introduce the following Resolution:

**A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, PERMITTING INSTALLATION OF A NEW BOATLIFT WITH A BOARDING PLATFORM AND ACCESS PLATFORM ON AN EXISTING DOCK AT 7601 EAST TREASURE DRIVE IN SLIP A-34, WHICH WILL EXTEND BEYOND THE 25 FOOT LENGTH LIMIT; GRANTING A WAIVER PURSUANT TO SECTION 9.12(B) OF THE UNIFIED LAND DEVELOPMENT CODE; PROVIDING FINDINGS, PROVIDING FOR GRANTING THE REQUEST; PROVIDING FOR CONDITIONS; PROVIDING FOR APPEAL; PROVIDING FOR VIOLATIONS; AND PROVIDING FOR AN EFFECTIVE DATE.**

Accordingly, please place the item on the next available agenda.

MDM:yph

Mayor  
Connie Leon-Kreps

Vice Mayor  
Andreanna Jackson

Commissioner  
Jose R. Alvarez

Commissioner  
Laura Cattabriga

Commissioner  
Eddie Lim

# Agenda Item 11A

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, PERMITTING INSTALLATION OF A NEW BOATLIFT WITH A BOARDING PLATFORM AND ACCESS PLATFORM ON AN EXISTING DOCK AT 7601 EAST TREASURE DRIVE IN SLIP A-34, WHICH WILL EXTEND BEYOND THE 25 FOOT LENGTH LIMIT; GRANTING A WAIVER PURSUANT TO SECTION 9.12(B) OF THE UNIFIED LAND DEVELOPMENT CODE; PROVIDING FINDINGS, PROVIDING FOR GRANTING THE REQUEST; PROVIDING FOR CONDITIONS; PROVIDING FOR APPEAL; PROVIDING FOR VIOLATIONS; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER MARLEN D. MARTELL)**

**WHEREAS**, Grand View Palace Yacht Club has applied to North Bay Village for permission to install a new boatlift with a boarding platform and access platform on an existing dock at the Grandview Palace Business Marina at 7601 East Treasure Drive in Slip A-34, Treasure Island, North Bay Village, Florida, in the RM-70, High Density Multiple-Family Residential Zoning District; and

**WHEREAS**, Pursuant to Section 9.12(B) of the Unified Land Development Code, boatlifts are to be constructed no more than 25 feet perpendicular from the seawall or shoreline into any waterway within the corporate limits of the Village, unless granted approval by the Village Commission; and

**WHEREAS**, in accordance with Section 9.12(B) of the Village Code, a public hearing by the Village Commission was noticed for June 12, 2018, at 6:30 p.m. at Village Hall, 1666 Kennedy Causeway, Suite 101, North Bay Village, Florida 33141 and all interested parties have had the opportunity to address their comments to the Village Commission.

**NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals.**

The above recitals are true and correct and incorporated into this Resolution by this reference.

# Agenda Item 11A

## **Section 2. Findings.**

In accordance with Section 9.12(B) of the Village Code Unified Land Development Code, the Village Commission having considered the testimony and evidence in the record presented by all parties finds that the boatlift is safe and environmentally compatible.

## **Section 3. Grant.**

In accordance with Section 9.12(B) of the Village Unified Land Development Code approval is granted to install a new boatlift at the marina at 7601 East Treasure Drive, in Slip A-34, in accordance with the Site Plan submitted to the Village Clerk's Office.

## **Section 4. Conditions.**

Approval is granted with the condition that the following items are met prior to issuance of a Building Permit:

1. Compliance with all state, federal, and environmental laws including, but not limited to, compliance with a State Programmatic General Permit as may be required by the U.S. Army Corps of Engineers. All applicable state and federal permits must be obtained before commencement of construction.
2. Building permits and related approvals must be obtained from the Building Official prior to commencement of construction.
3. Cost recovery charges must be paid pursuant to Section 5.12 of the Village Unified Land Development Code. Specifically, no new development application shall be accepted, and no building permit shall be issued for the property until all application fees, cost recovery deposits and outstanding fees and fines related to the property (including fees related to any previous development proposal applications on the property), have been paid in full.
4. Authorization or issuance of a building permit by the Village does not in any way create a right on the part of the applicant to obtain a permit from a state or federal agency, and does not create liability on the part of the Village for issuance of a building permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes action that results in a violation of federal or state law.

# Agenda Item 11A

**Section 5. Appeal.**

In accordance with Section 4.6 of the Village Unified Land Development Code, the Applicant, or any aggrieved property owner, may appeal the decision of the Village Commission by filing a Writ of Certiorari to the Circuit Court of Miami-Dade County, Florida, in accordance with the Florida Rules of Appellate Procedure.

**Section 6. Violation of Terms and Conditions.**

Failure to adhere to the terms and conditions contained in this Resolution in Section 4 shall be considered a violation of this Resolution and persons found violating the conditions shall be subject to the penalties prescribed by the Village Code, including but not limited to the revocation of any of the approval(s) granted in this Resolution.

The Applicant understands and acknowledges that it must comply with all other applicable requirements of the Village Code before it may commence construction or operation, and that the foregoing approval in this Resolution may be revoked by the Village at any time upon a determination that the Applicant is in non-compliance with the Village Code.

**Section 7. Effective Date.**

This Resolution shall become effective upon its adoption.

The motion to adopt the foregoing Resolution was offered by \_\_\_\_\_, seconded by \_\_\_\_\_.

**FINAL VOTE AT ADOPTION:**

Mayor Connie Leon-Kreps	_____
Vice Mayor Andreana Jackson	_____
Commissioner Jose R. Alvarez	_____
Commissioner Laura Cattabriga	_____
Commissioner Eddie Lim	_____

# Agenda Item 11A

PASSED and ADOPTED this 10th day of July 2018.

\_\_\_\_\_  
MAYOR CONNIE LEON-KREPS

**ATTEST:**

\_\_\_\_\_  
YVONNE P. HAMILTON, CMC  
Village Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Norman C. Powell, Esq.  
Village Attorney

North Bay Village Resolution: Installation of Boatlift at 7601 E. Treasure Drive Marina in Slip A-34.





## **Staff Report Permit Application for Boat Lift**

*Prepared for: North Bay Village Commission*

*Applicant: Grandview Palace Yacht Club, Inc.*

*Site Address: 7601 East Treasure Drive*

*Request: Permit for Installation of Boat Lifts  
in Slips B47 & B79*

# Agenda Item 11B & 11C

## General Information

Property Owner	Grand View Palace Yacht Club, Inc.
Applicant	Grand View Palace Yacht Club, Inc.
Applicant Address	7601 E Treasure Dr, Suite CU-12, North Bay Village, Fl. 33141
Site Address	7601 East Treasure Drive
Contact Person	None provided
Contact Phone Number	305-300-6868
E-mail Address	None provided

## General Description

The applicant is requesting a permit to install a new 28,000 pound capacity boat lift at an existing dock in slip B47 and a new 56,000 pound capacity boat lift at an existing dock in slip B79 at the Grandview Palace property. The proposed boat lifts will not extend any further into the bay than the existing dock and neither will the proposed structures cause the dock structure to extend any further into the bay than it currently exists. However, since the proposed boat lift and platforms will be placed more than 25 feet from the seawall, this application shall be heard by the Village Commission at a public hearing.

## Applicable Code Provisions

The construction or alteration of docks, piers, etc is governed by Section 9.12.

Section 9.12(B) reads as follows:

1. No person, firm, or corporation shall construct any docks, piers, dolphins, wharfs, pilings, boat lifts, or similar structures of any kind more than 25 feet perpendicular from the seawall or shoreline into any waterway within the corporate limits of the Village without first-obtaining a waiver from the Village Commission after a public hearing. However, the furthestmost distance seaward from the seawall or shoreline shall not exceed 75 feet including all dolphins or pilings installed beyond the seaward most line of the dock or pier but not including required rip-rap.
2. No dock, pier, wharf, dolphin, piling, or similar structure shall be erected in the Village unless the structure is set back at least 7½ feet from the lot line on each side.
3. No person, firm, or corporation shall build, extend, or make any structural alteration

# Agenda Item 11B & 11C

on any building, dock, pier, dolphin, wharf, piling, bulkhead, seawall, or similar structure within the corporate limits of the Village, or do any filling, excavating, or dredging in the waters without first obtaining a building permit to do so from the Village Building Department.

4. Application for any permit or the transfer of any permit required by this section shall be made to the Village Building Department in writing on forms provided therefore. The permit shall constitute an agreement by the applicant to comply with all conditions imposed upon granting of the permit. The application shall be accompanied by plans and specifications setting forth in detail the work to be done.
5. Permits for seawalls and dock structures can be approved administratively and do not require a hearing or approval of the Village Commission if:
  - a. All proposed dock structures, including but not limited to boat lifts and mooring piles, are not placed more than 25 feet measured perpendicular from the seawall.
  - b. All proposed dock structures, including but not limited to boat lifts and mooring piles, are entirely within the D-5 triangle as described in Section D5 of the Miami-Dade Public Works Manual.
6. Applications for docks, boat lift, mooring piles or other similar structures that do not meet the administrative approval criteria of Section 6 above shall be heard by the Village Commission at a public hearing. If an applicant seeks a dock or pier length greater than 25 feet measured perpendicular from the seawall (including boat lifts, mooring piles or other structures), the Village Commission shall consider the following criteria to determine if a distance waiver shall be granted:
  - a. If the Applicant has provided to the Village notarized letter(s) of consent from adjoining riparian property owners, and
  - b. If the Village has received any letter(s) of objection from adjoining riparian property owners; and
  - c. Any other factors relevant to the specific site.
7. The Village Commission may deny, approve, or modify the request and/or impose conditions in the permit, or granting of a distance waiver, which it deems necessary to protect the waterways of the Village in accordance with the public safety and the general welfare. The requirement of approval by the Village Commission shall not include applications for repair of existing structures.
8. A public hearing held pursuant to this Section shall be quasi-judicial.
9. Repair or reconstruction of existing structures shall not require approval of the Village Commission but may be approved administratively. However, the provisions of subsections 4 and 5 above shall be complied with.
10. A safety light shall be placed on the part of the structure (either dock, mooring pile, or boat lift) which is furthest from the seawall. The light shall be illuminated from one half hour prior to sunset to one half hour after sunrise.

# Agenda Item 11B & 11C

## Staff Comments

One 28,000 pound capacity boat lift with a boarding platform and access platform will be installed in slip B47. To support the lift, two new wood pilings will be installed within the slip. Two existing concrete piles will be shared with the existing lift in Slip B46. The boat lift posts will be 15 feet apart in width and 16 feet apart in length. The boarding platform will be 3 feet wide by 4 feet long, installed on the dock. The access platform will be 24 feet long by 15.5 inches wide, installed on the boat lift on the opposite side from the dock.

One 56,000 pound capacity boat lift with a boarding platform and access platform will be installed in slip B79. To support the lift, four new concrete pilings will be installed within the slip. The boat lift posts will be 18.5 feet apart in width and 18 feet apart in length. The boarding platform will be 3 feet wide by 4 feet long, installed on the dock. The access platform will be 24 feet long by 15.5 inches wide, installed on the boat lift on the opposite side from the dock.

Because these lifts are being installed in existing boat slips, the capacity of the docks will not be increased and therefore, these installations should not affect vehicle parking at Grandview Palace or cause an increase in the number of vehicle traffic trips.

The boat lifts will not encroach on the 7.5 foot side setbacks from the property lines.

Since the proposed structures are being placed more than 25 feet from the seawall, the Village Commission must consider the proposal at a public hearing and determine whether to grant a distance waiver.

These plans have received pre-approval from Miami-Dade DERM.

Based on the materials presented by the applicant, the proposed structures are in compliance with the applicable provisions of Section 9.12(B). The proposed boatlift is safe and compatible.

# Agenda Item 11B & 11C

## Staff Recommendations

Staff recommends **approval** of the application to install the new boat lift with boarding platform and access platform, pending the following:

1. Compliance with all state, federal, and environmental laws including, but not limited to, compliance with a State Programmatic General Permit as may be required by the U.S. Army Corps of Engineers. All applicable state and federal permits must be obtained before commencement of construction.
2. Building permits and related approvals must be obtained from the Building Official prior to commencement of construction.
3. Cost recovery charges must be paid pursuant to Section 5.12. Specifically, no new development application shall be accepted and no building permit shall be issued for the property until all application fees, cost recovery deposits and outstanding fees and fines related to the property (including fees related to any previous development proposal applications on the property), have been paid in full.
4. Authorization or issuance of a building permit by the Village does not in any way create a right on the part of the applicant to obtain a permit from a state or federal agency, and does not create liability on the part of the Village for issuance of a building permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes action that results in a violation of federal or state law.

*Submitted by:*

*James G. LaRue*

James G. LaRue, AICP

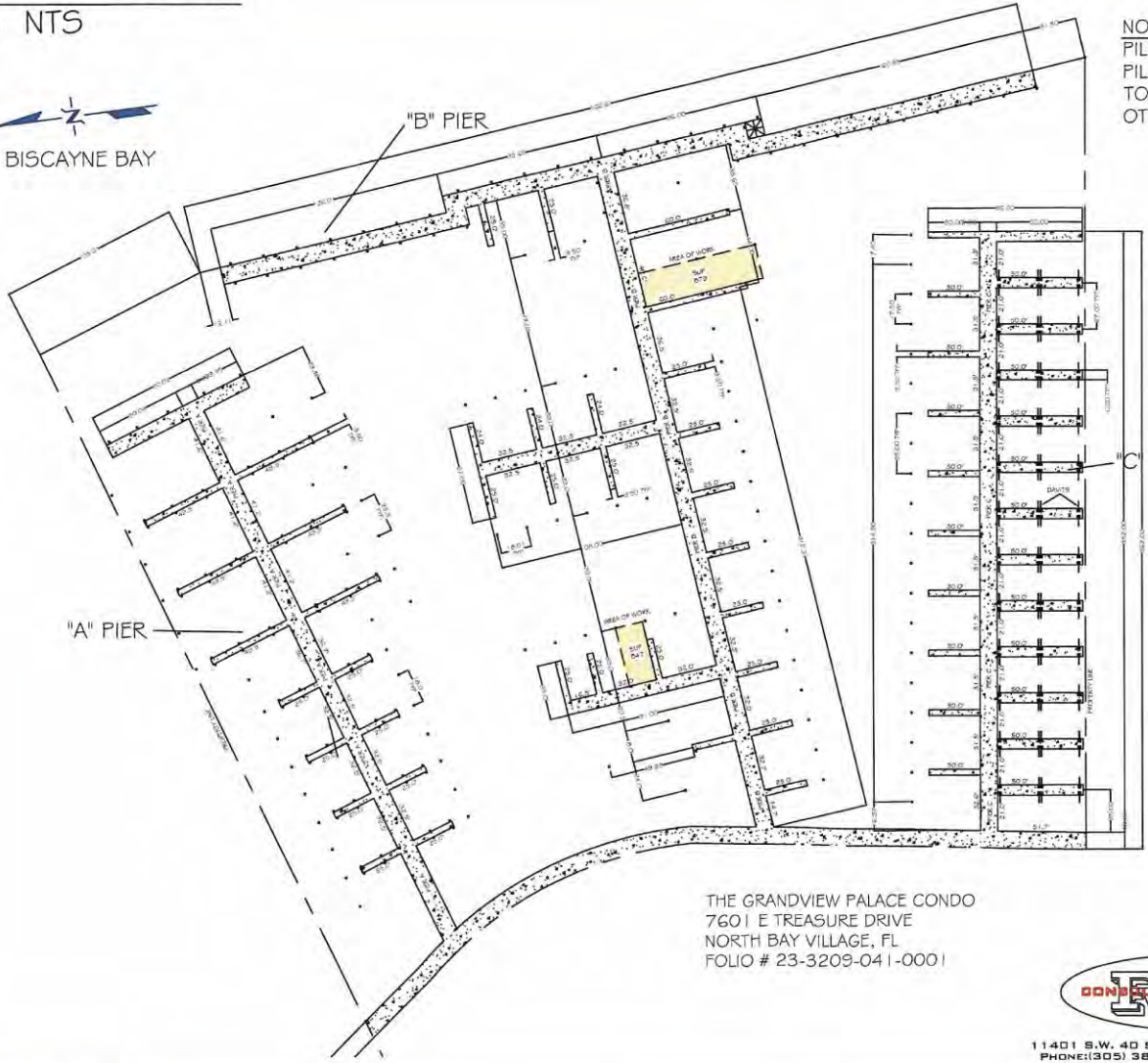
Planning Consultant

June 14, 2018

Hearing: Village Commission, July 10, 2018

# Agenda Item 11B & 11C

MARINA SITE PLAN  
SCALE: NTS



NOTE: ALL EXISTING CONCRETE PILING, PILE CAPS, CLEATS, FENDERS, FENDER PILING, MOORING PILING AND UTILITIES TO REMAIN UNLESS SPECIFICALLY OTHERWISE STATED.



**RECEIVED**  
APR 06 2018  
DERM Coastal Resource Section  
Natural Resources Regulation & Restoration  
Division (ARRRD)

THE GRANDVIEW PALACE CONDO  
7601 E TREASURE DRIVE  
NORTH BAY VILLAGE, FL  
FOLIO # 23-3209-041-0001



11401 S.W. 40 ST., SUITE 245, MIAMI, FL 33183  
PHONE: (305) 386-3858 FAX: (305) 553-0950  
WWW.RGEC.COM

LUIS ROSAS-BUYON  
EB-0004033

*Handwritten signature and date: Luis Rosas-Buyon 4/5/18*

1650 SW 8TH STREET  
SUITE 208A  
MIAMI, FL 33135  
305-284-8999  
lab@tridentenv.com  
www.tridentenv.com



job name: GRANDVIEW PALACE CONDO  
7601 EAST TREASURE DRIVE  
NORTH BAY VILLAGE, FL  
date: NEW 28K LB BOATLIFT AT SLIP B47  
NEW 56K BOATLIFT AT SLIP B79

OWNER: GRANDVIEW PALACE  
YACHT CLUB, INC.  
FOLIO # 23-3209-041-0001  
SECTION 09 TOWN 53 RANGE 42  
THE GRANDVIEW PALACE CONDO  
PER TOWN 53-0074  
PER TOWN 53-0074

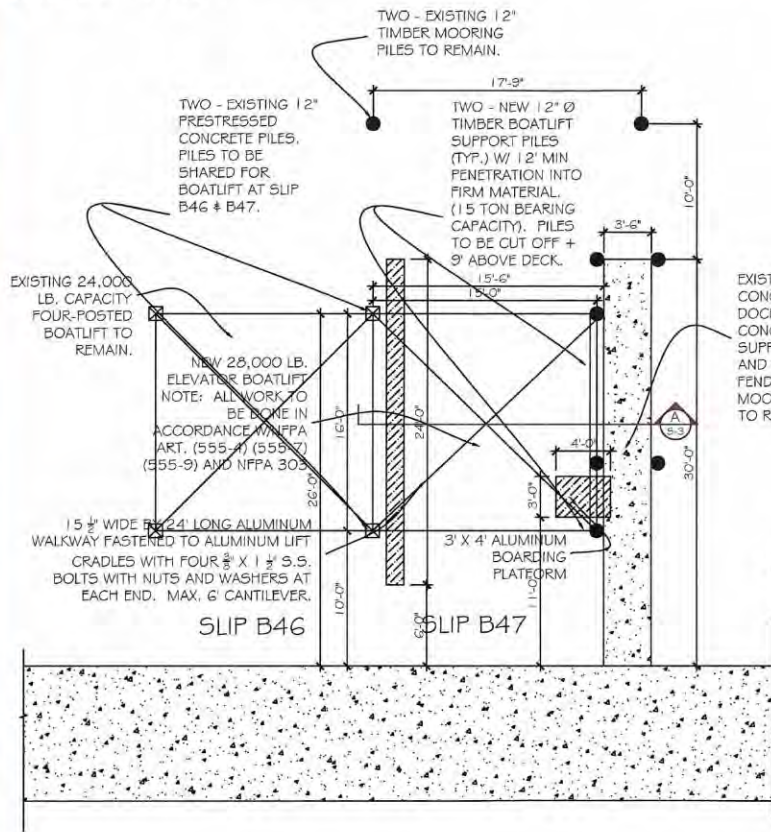
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**S-2**  
2 of 5

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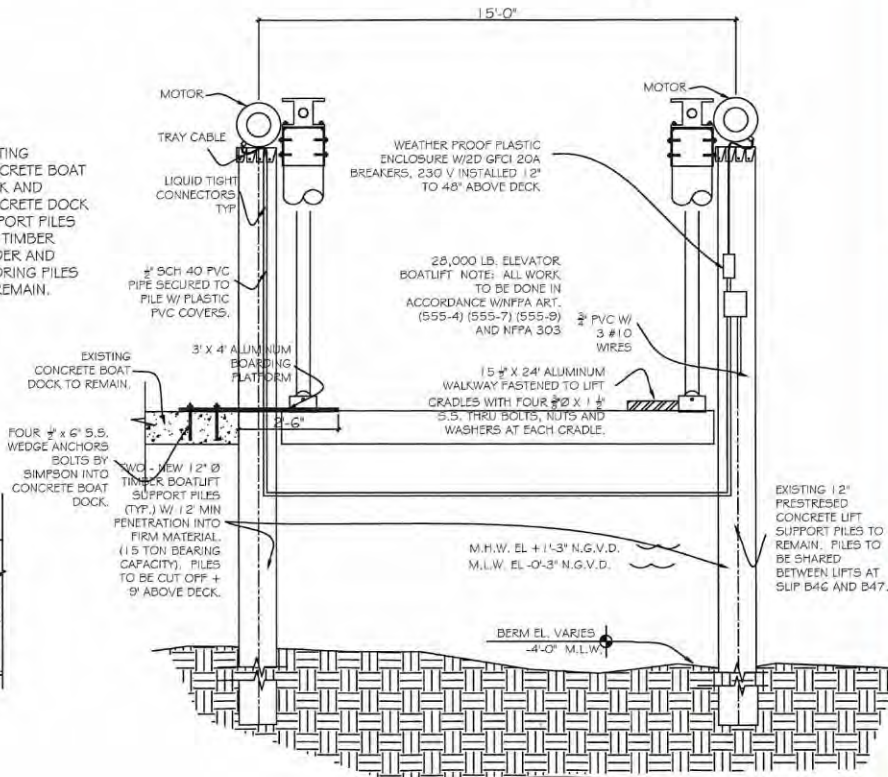


# Agenda Item 11B & 11C

SLIP NO. B47 - SITE PLAN:  
SCALE: NTS



RECEIVED  
APR 05 2018  
SECTION A: DERM Coastal Resources Section  
Natural Resource Regulation & Restoration Division (NRRRD)  
SCALE: 1/4" = 1'



**RCE**  
DONALD R. ROSAS-GUYON, INC.  
LUIS ROSAS-GUYON  
EB-0004085  
11401 S.W. 40 ST., SUITE 245, MIAMI, FL 33183  
PHONE (305) 386-3858 FAX (305) 553-0950  
WWW.RCECS.COM

*Handwritten signature and date: Luis Rosas-Guyon 4/5/18*

1850 SW 8TH STREET  
SUITE 200A  
MIAMI, FL 33135  
305-366-0800  
www.tridentenv.com

**TRIDENT ENVIRONMENTAL**  
marine design and permitting

PROJECT: GRANDVIEW PALACE CONDO  
7601 EAST TREASURE DRIVE  
NORTH BAY VILLAGE, FL

DATE: NEW 28K LB BOATLIFT AT SLIP B47  
NEW 56K BOATLIFT AT SLIP B47

OWNER: GRANDVIEW PALACE YACHT CLUB, INC  
SUITE 200A, 7601 EAST TREASURE DRIVE  
NORTH BAY VILLAGE, FL 33162  
PER FILE # G1-2018-0074  
PM: TAMMY BURTON

sheet no.  
**S-3**  
3 of 5

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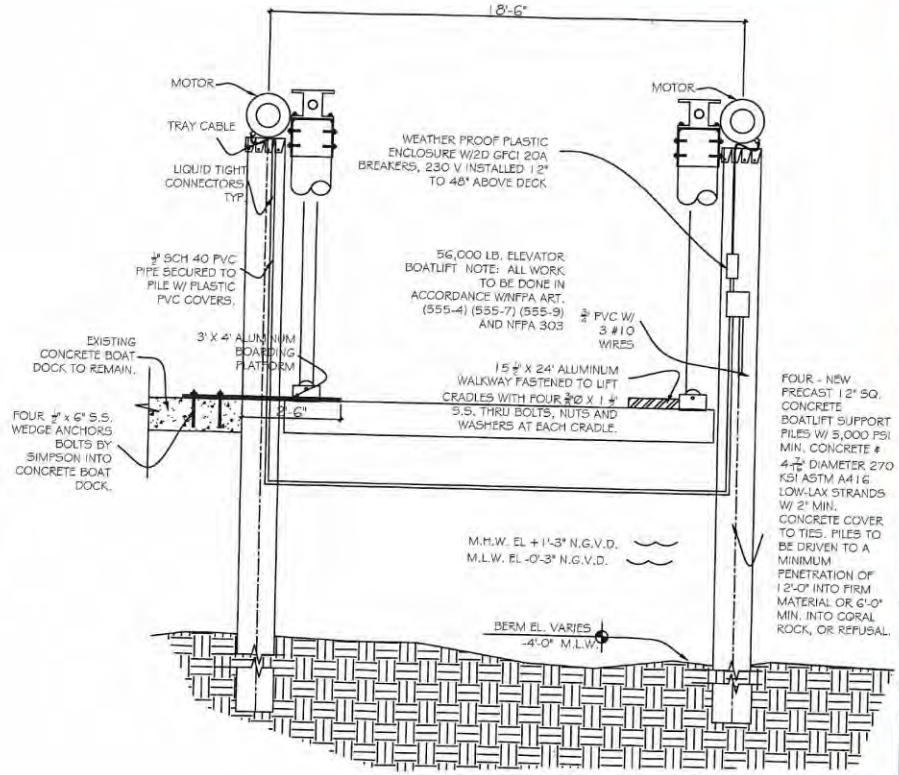
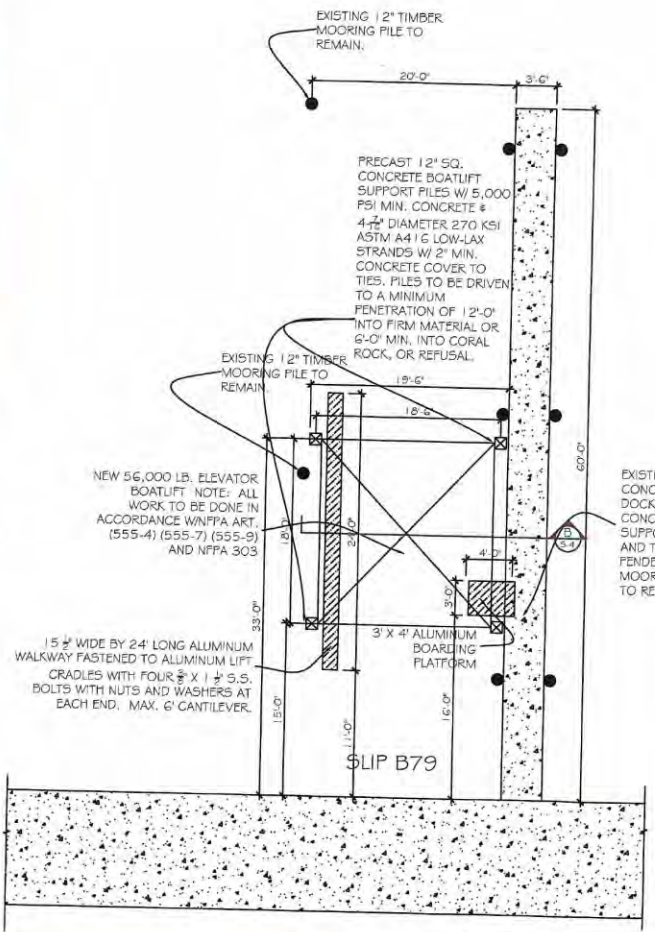


# Agenda Item 11B & 11C

SLIP NO. B79 - SITE PLAN:  
SCALE: NTS

SECTION A:  
SCALE:  $\frac{1"}{4} = 1'$   
RECEIVED  
APR 06 2018

DERM Central Resources Section  
Natural Resource Regulation & Restoration  
Division (NRRRD)



1850 SW 8TH STREET  
SUITE 388A  
MIAMI, FL 33135  
305-244-5555  
bob@tridentenv.com  
www.tridentenv.com



GRANDVIEW PALACE CONDO  
7601 EAST TREASURE DRIVE  
NORTH BAY VILLAGE, FL  
REF: NEW 28K LB BOATLIFT AT SLIP B47  
REF: NEW 56K BOATLIFT AT SLIP B79

OWNER: GRANDVIEW PALACE  
YACHT CLUB, INC.  
PLOT # 23-3203-04 1-6060  
SECTION 09 TOWN 53 RANGE 42  
REF FILE # 2015-018-0074  
P/N: LINDSAY ELAM



LUIS ROSAS-GUYON  
EB-0004085

11401 S.W. 40 ST., SUITE 245, MIAMI, FL 33183  
PHONE: (305) 386-3858 FAX: (305) 553-0950  
WWW.RCECS.COM

*Handwritten signature and date: Luis Rosas-Guyon 4/15/18*

sheet no.  
**S-4**  
4 of 5

2018 2:25:30 PM

# Agenda Item 11B & 11C



## North Bay Village

Administrative Offices

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

### APPLICATION FOR PUBLIC HEARINGS:

**Hearings and Notices:** - All petitions for amendments, changes or supplements to these regulations for variances, special use exceptions, Site Plan Approval, Extension of Approved Site Plans, for Building Height Bonus Approval, or for an amendment, change or supplement to the Comprehensive Plan; district zoning map, or petitions appealing an administrative decision shall be considered at Public Hearings before the Planning & Zoning Board and, thereafter, the Village Commission. Notice of Public Hearings before the Planning & Zoning Board and the Village Commission shall be given by publishing and posting on the property (which is the subject of the request), the time, the place and the nature of the hearing at least 10 days before the hearing. The Village Clerk shall certify that the petition is complete before the hearing is legally advertised.

Applicant's Name: GRANDVIEW PALACE YACHT CLUB, INC. Phone: 305-300-6868

Mailing Address: 7601 E TREASURE DR, SUITE CU-12 NORTH BAY VILLAGE, FL 33141

Legal Description of Property: GRANDVIEW PALACE YACHT CLUB

Existing Zoning: MF Lot Size: \_\_\_\_\_ Folio: 23-3209-041-6060

Type of Request: APPROVAL OF INSTALLATION OF NEW 28K CRADLE BOATLIFT AT SLIP

B47, NEW 56K CRADLE BOATLIFT AT SLIP B79, NEW 32K CRADLE BOATLIFT AT SLIP A34.  
*(same owner)  
B47 + B79*

Reason for Request: (Attach additional Pages if necessary) APPROVAL OF  
BOATLIFT INSTALLATION AT EXISTING MARINA.

All applications shall be submitted to the Village Clerk on or before the deadline implemented by the Village.

# Agenda Item 11B & 11C

**APPLICATION FOR HEARING  
BEFORE THE PLANNING & ZONING BOARD AND  
VILLAGE COMMISSION  
PAGE 2 OF 2**

Filing Fees - All persons, firms, or corporations petitioning the Planning & Zoning Board and the Village Commission necessitating the publication of notices in the newspaper, and all relative thereto, the payment of such money in advance to the Village Clerk shall be deemed a condition precedent to the consideration of such petition, conditional use permit or amendment.

I, (We), the undersigned, am (are) the (owner, tenant, agent, attorney) (designate one) of the subject property herein described. I (We) acknowledge and agree that during the consideration of the application before the Planning & Zoning Board and staff of North Bay Village, no rights shall vest on behalf of the applicant, which would be enforceable against the Village until after a Public Meeting is held by the Village Commission and the Village Commission has voted favorable on the proposed petition.

I, (We) further acknowledge that I (We) have read and understand the conditions for appearance before the Planning & Zoning Board and the Village Commission Pursuant to the Village Code Section 152.096. Any person submitting false information or misrepresenting in their presentation shall have all privileges granted to them by the Planning & Zoning Board and the Village Commission revoked.

**(NOTE: ALL NEW AND SUBSTANTIAL IMPROVEMENTS MUST COMPLY WITH THE FLORIDA BUILDING CODE, DEPARTMENT OF ENVIRONMENTAL RESOURCE MANAGEMENT (DERM), AND FEMA (FLOOD) REGULATIONS).**

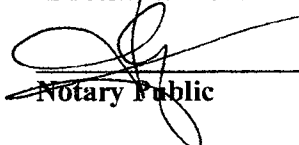
  
\_\_\_\_\_  
Authorized Signature

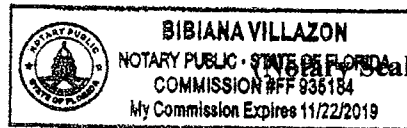
ORLANDO C. LAMA, PRESIDENT  
\_\_\_\_\_  
Print Name

(In case of corporate ownership, the authorized signature shall be accompanied by a notation of the signer's position in the corporation and embossed with the corporate seal.)

STATE OF FLORIDA            )  
COUNTY OF MIAMI-DADE    )

Sworn to and subscribed to before me this 19 day of April 2018  
by Orlando Lama  
who is personally known to me or who has produced \_\_\_\_\_  
as identification.

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



# Agenda Item 11B & 11C

**Office Use Only:**

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

Fee Paid: \$ \_\_\_\_\_

Tentative Meeting Date: \_\_\_\_\_

Cash  or Check  # \_\_\_\_\_

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





# Agenda Item 11B & 11C

## North Bay Village

Administrative Offices

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

Tel: (305) 756-7171 Fax: (305) 756-7722 Website: [www.nbvillage.com](http://www.nbvillage.com)

**RE: AN APPLICATION BY GRANDVIEW PALACE YACHT CLUB FOR INSTALLATION OF A NEW BOATLIFT WITH A BOARDING PLATFORM AND AN ACCESS PLATFORM ON AN EXISTING DOCK IN SLIPS B47 AND B79 AT THE COMMERCIAL MARINA AT 7601 E. TREASURE DRIVE, TREASURE ISLAND, NORTH BAY VILLAGE, FLORIDA, PURSUANT TO SECTION 9.12(B) OF THE VILLAGE UNIFIED LAND DEVELOPMENT CODE.**

I, Yvonne P. Hamilton, Village Clerk, hereby certify that that the petition filed hereto is correct.

Dated this 22<sup>nd</sup> day of June 2018.

\_\_\_\_\_  
Yvonne P. Hamilton  
Village Clerk

(North Bay Village Commission Meeting – July 10, 2018)

Mayor  
Connie Leon-Kreps

Vice Mayor  
Andreanna Jackson

Commissioner  
Jose R. Alvarez

Commissioner  
Laura Cattabriga

Commissioner  
Eddie Lim



# Agenda Item 11B & 11C

## North Bay Village

Administrative Offices

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

Tel: (305) 756-7171 Fax: (305) 756-7722 Website: [www.nbvillage.com](http://www.nbvillage.com)

**RE: AN APPLICATION BY GRANDVIEW PALACE YACHT CLUB FOR INSTALLATION OF A NEW BOATLIFT WITH A BOARDING PLATFORM AND AN ACCESS PLATFORM ON AN EXISTING DOCK IN SLIPS B47 AND B79 AT THE COMMERCIAL MARINA AT 7601 E. TREASURE DRIVE, TREASURE ISLAND, NORTH BAY VILLAGE, FLORIDA, PURSUANT TO SECTION 9.12(B) OF THE VILLAGE UNIFIED LAND DEVELOPMENT CODE.**

I, Yvonne P. Hamilton, hereby certify that the attached Notice of Public Hearing to be held on July 10, 2018 was posted at the above-referenced property on June 25, 2018, pursuant to Section 4.4(A)(6) of the Unified Land Development Code..

Dated this 25<sup>th</sup> day of June 2018.

Yvonne P. Hamilton, CMC  
Village Clerk

(North Bay Village Commission Meeting – July 10, 2018)

Mayor  
Connie Leon-Kreps

Vice Mayor  
Andreanna Jackson

Commissioner  
Jose R. Alvarez

Commissioner  
Laura Cattabriga

Commissioner  
Eddie Lim



# Agenda Item 11B & 11C

North Bay Village

Administrative Offices

1666 Kennedy Causeway, Suite 300, North Bay Village, FL 33141

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**RE: AN APPLICATION BY GRANDVIEW PALACE YACHT CLUB FOR INSTALLATION OF A NEW BOATLIFT WITH A BOARDING PLATFORM AND AN ACCESS PLATFORM ON AN EXISTING DOCK IN SLIPS B47 AND B79 AT THE COMMERCIAL MARINA AT 7601 E. TREASURE DRIVE, TREASURE ISLAND, NORTH BAY VILLAGE, FLORIDA, PURSUANT TO SECTION 9.12(B) OF THE VILLAGE UNIFIED LAND DEVELOPMENT CODE.**

I, Yvonne P. Hamilton, Village Clerk, hereby certify the attached Notice of Public Hearing was mailed to property owners and residents within 300 feet of the property of the subject request on June 22<sup>nd</sup>, 2018, pursuant to Section 4.4(4)(b) of the Unified Land Development Code.

Dated this 22<sup>nd</sup> day of June 2018.

\_\_\_\_\_  
Yvonne P. Hamilton, CMC  
Village Clerk

(North Bay Village Commission Meeting – July 10, 2018)

Mayor  
Connie Leon-Kreps

Vice Mayor  
Andreana Jackson

Commissioner  
Jose R. Alvarez

Commissioner  
Laura Cattabriga

Commissioner  
Eddie Lim



# Agenda Item 11B & 11C

OWNER/CURRENT OCCUPANT  
1872 79 CSWY  
North Bay Village, FL 33141-4219

OWNER/CURRENT OCCUPANT  
1850 79 STREET CSW  
North Bay Village, FL 33141-4250

OWNER/CURRENT OCCUPANT  
800 E TREASURE DR  
North Bay Village, FL 33141-4324

OWNER/CURRENT OCCUPANT  
7540 E TREASURE DR  
North Bay Village, FL 33141-4324

OWNER/CURRENT OCCUPANT  
7525 E TREASURE DR  
North Bay Village, FL 33141-4373

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 1G  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW HH  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 1-I  
NORTH BAY VILLAGE, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 1L  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 1N  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 2A  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 2B  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 2C  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 2D  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 2E  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
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North Bay Village, FL 33141-0000

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North Bay Village, FL 33141-0000

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North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 2O  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 3A  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 3B  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 3C  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 3D  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 3E  
North Bay Village, FL 33141-0000



# Agenda Item 11B & 11C

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 3F  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 3G  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 3H  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 3I  
North Bay Village, FL 33141-0000

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1865 79 STREET CSW 3J  
North Bay Village, FL 33141-0000

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North Bay Village, FL 33141-0000

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North Bay Village, FL 33141-0000

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North Bay Village, FL 33141-0000

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North Bay Village, FL 33141-0000

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North Bay Village, FL 33141-0000

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1865 79 STREET CSW 4A  
North Bay Village, FL 33141-0000

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1865 79 STREET CSW 4B  
North Bay Village, FL 33141-0000

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1865 79 STREET CSW 4C  
North Bay Village, FL 33141-0000

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OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 5A  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 5B  
North Bay Village, FL 33141-0000

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1865 79 STREET CSW 5C  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 5D  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 5E  
North Bay Village, FL 33141-0000



# Agenda Item 11B & 11C

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 5F  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 5G  
North Bay Village, FL 33141-0000

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North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 7D  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 7E  
North Bay Village, FL 33141-0000



# Agenda Item 11B & 11C

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 7F  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 7G  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
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North Bay Village, FL 33141-0000

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North Bay Village, FL 33141-0000

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1865 79 STREET CSW 7R  
North Bay Village, FL 33141-0000

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North Bay Village, FL 33141-0000

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North Bay Village, FL 33141-0000

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North Bay Village, FL 33141-0000

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North Bay Village, FL 33141-0000

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North Bay Village, FL 33141-0000

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North Bay Village, FL 33141-0000

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1865 79 STREET CSW 8H  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 8I  
North Bay Village, FL 33141-0000



# Agenda Item 11B & 11C

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 9F  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 9G  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 9H  
North Bay Village, FL 33141-0000

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North Bay Village, FL 33141-0000

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North Bay Village, FL 33141-0000

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North Bay Village, FL 33141-0000

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North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 10A  
North Bay Village, FL 33141-0000

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1865 79 STREET CSW 10B  
North Bay Village, FL 33141-0000

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North Bay Village, FL 33141-0000

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North Bay Village, FL 33141-0000

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North Bay Village, FL 33141-0000

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1865 79 STREET CSW 11D  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 11E  
North Bay Village, FL 33141-0000

# Agenda Item 11B & 11C

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 11F  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 11G  
North Bay Village, FL 33141-0000

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North Bay Village, FL 33141-0000

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1865 79 STREET CSW 14A  
North Bay Village, FL 33141-0000

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1865 79 STREET CSW 14B  
North Bay Village, FL 33141-0000

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1865 79 STREET CSW 14C  
North Bay Village, FL 33141-0000

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1865 79 STREET CSW 14D  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 14E  
North Bay Village, FL 33141-0000

# Agenda Item 11B & 11C

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 11F  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 11G  
North Bay Village, FL 33141-0000

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North Bay Village, FL 33141-0000

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OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 14E  
North Bay Village, FL 33141-0000





# Agenda Item 11B & 11C

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 14F  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 14G  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
Not Available  
Not Available, FL -

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 14I  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 14J  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 14K  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 14L  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 14M  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 14N  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 14O  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 15A  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 15B  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 15C  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 15D  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 15E  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 15F  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 15G  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 15H  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 15I  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 15J  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 15K  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 15L  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 15M  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 15N  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 15O  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 16A  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 16B  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 16C  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 16D  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 16E  
North Bay Village, FL 33141-0000



# Agenda Item 11B & 11C

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 16F  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 16G  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 16H  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 16I  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 16J  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 16K  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 16L  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 16M  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 16N  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW 16O  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW PHA  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW PHB  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW PHC  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW PHD  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW PHE  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW PHF  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW PHG  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW PHH  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW PHI  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW PHJ  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW PHK  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW PHL  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW PHM  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW PHN  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1865 79 STREET CSW PHO  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 401  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 501  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 601  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 701  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 801  
North Bay Village, FL 33141-4391

# Agenda Item 11B & 11C

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 901  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1001  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1101  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1201  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1401  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1501  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1601  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1701  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1801  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1901  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 2001  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 2101  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 2201  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 2301  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 2401  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR PH101  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR PH201  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 402  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 502  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 602  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 702  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 802  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 902  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1002  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1102  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1202  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1402  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1502  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1602  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1702  
North Bay Village, FL 33141-4391

# Agenda Item 11B & 11C

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1802  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1902  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 2002  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 2102  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 2202  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 2302  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 2402  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR PH102  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR PH202  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 403  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 503  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 603  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 703  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 803  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 903  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1003  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1103  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1203  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1403  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1503  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1603  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1703  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1803  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1903  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 2003  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 2103  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 2203  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 2303  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 2403  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR PH103  
North Bay Village, FL 33141-4391

# Agenda Item 11B & 11C

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR PH203  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 404  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 504  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 604  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 704  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 804  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 904  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1004  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1104  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1204  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1404  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1504  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1604  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1704  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1804  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1904  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 2004  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 2104  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 2204  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 2304  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 2404  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR PH104  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR PH204  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 405  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 505  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 605  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 705  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 805  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 905  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1005  
North Bay Village, FL 33141-4391



OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1105  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1205  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1405  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1505  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1605  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1705  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1805  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1905  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 2005  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 2105  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 2205  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 2305  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 2405  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR PH105  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR PH205  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 406  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 506  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 606  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 706  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 806  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 906  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1006  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1106  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1206  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1406  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1506  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1606  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1706  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1806  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1906  
North Bay Village, FL 33141-4391

# Agenda Item 11B & 11C

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 2006  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 2106  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 2206  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 2306  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 2406  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR PH106  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR PH206  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 407  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 507  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 607  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 707  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 807  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 907  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1007  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1107  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1207  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1407  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1507  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1607  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1707  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1807  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1907  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 2007  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 2107  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 2207  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 2307  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 2407  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR PH107  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR PH207  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 408  
North Bay Village, FL 33141-4391





# Agenda Item 11B & 11C

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 508  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 608  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 708  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 808  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 908  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1008  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1108  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1208  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1408  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1508  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1608  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1708  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1808  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1908  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 2008  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 2108  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 2208  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 2308  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 2408  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR PH108  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR PH208  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 409  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 509  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 609  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 709  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 809  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 909  
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OWNER/CURRENT OCCUPANT  
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North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1109  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1209  
North Bay Village, FL 33141-4391

# Agenda Item 11B & 11C

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1409  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1509  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1609  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1709  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1809  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1909  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 2009  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 2109  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 2209  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 2309  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
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North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR PH109  
North Bay Village, FL 33141-4391

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7601 E TREASURE DR PH209  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
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North Bay Village, FL 33141-4391

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North Bay Village, FL 33141-4391

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North Bay Village, FL 33141-4391

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North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
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North Bay Village, FL 33141-4391

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North Bay Village, FL 33141-4391

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North Bay Village, FL 33141-4391

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North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 2110  
North Bay Village, FL 33141-4391

# Agenda Item 11B & 11C

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 2210  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 2310  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
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North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
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North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
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North Bay Village, FL 33141-4391

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7601 E TREASURE DR 411  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 511  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 611  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 711  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
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North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
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North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1011  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1111  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
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North Bay Village, FL 33141-4391

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North Bay Village, FL 33141-4391

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North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 612  
North Bay Village, FL 33141-4391

# Agenda Item 11B & 11C

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 712  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
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North Bay Village, FL 33141-4391

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North Bay Village, FL 33141-4391

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North Bay Village, FL 33141-4391

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North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
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North Bay Village, FL 33141-4391

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North Bay Village, FL 33141-4391

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North Bay Village, FL 33141-4391

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North Bay Village, FL 33141-4391

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North Bay Village, FL 33141-4391

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North Bay Village, FL 33141-4391

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North Bay Village, FL 33141-4391

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North Bay Village, FL 33141-4391

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North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1514  
North Bay Village, FL 33141-4391

# Agenda Item 11B & 11C

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1614  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
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North Bay Village, FL 33141-4391

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OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 2114  
North Bay Village, FL 33141-4391

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North Bay Village, FL 33141-4391

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North Bay Village, FL 33141-4391

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North Bay Village, FL 33141-4391

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North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 415  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
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North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 615  
North Bay Village, FL 33141-4391

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North Bay Village, FL 33141-4391

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North Bay Village, FL 33141-4391

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North Bay Village, FL 33141-4391

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North Bay Village, FL 33141-4391

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7601 E TREASURE DR 1115  
North Bay Village, FL 33141-4391

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North Bay Village, FL 33141-4391

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North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1915  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 2015  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 2115  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 2215  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 2315  
North Bay Village, FL 33141-4391

# Agenda Item 11B & 11C

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 2415  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR PH115  
North Bay Village, FL 33141-4391

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7601 E TREASURE DR PH215  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 416  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 516  
North Bay Village, FL 33141-4391

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North Bay Village, FL 33141-4391

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7601 E TREASURE DR 716  
North Bay Village, FL 33141-4391

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North Bay Village, FL 33141-4391

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7601 E TREASURE DR 1016  
North Bay Village, FL 33141-4391

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North Bay Village, FL 33141-4391

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7601 E TREASURE DR 1216  
North Bay Village, FL 33141-4391

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North Bay Village, FL 33141-4391

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North Bay Village, FL 33141-4391

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7601 E TREASURE DR 517  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 617  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 717  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 817  
North Bay Village, FL 33141-4391



# Agenda Item 11B & 11C

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 917  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1017  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
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North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1217  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
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North Bay Village, FL 33141-4391

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North Bay Village, FL 33141-4391

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North Bay Village, FL 33141-4391

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North Bay Village, FL 33141-4391

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North Bay Village, FL 33141-4391

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North Bay Village, FL 33141-4391

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North Bay Village, FL 33141-4391

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North Bay Village, FL 33141-4391

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North Bay Village, FL 33141-4391

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North Bay Village, FL 33141-4391

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7601 E TREASURE DR 1618  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1718  
North Bay Village, FL 33141-4391





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# Agenda Item 11B & 11C

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1818  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1918  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 2018  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 2118  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 2218  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
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OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR PH118  
North Bay Village, FL 33141-4391

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OWNER/CURRENT OCCUPANT  
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OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 2419  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR PH119  
North Bay Village, FL 33141-4391



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# Agenda Item 11B & 11C

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR PH219  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 420  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 520  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 620  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 720  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 820  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 920  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1020  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1120  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1220  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1420  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1520  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1620  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1720  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1820  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1920  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 2020  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 2120  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 2220  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 2320  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 2420  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR PH120  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR PH220  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 421  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 521  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 621  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 721  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 821  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 921  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1021  
North Bay Village, FL 33141-4391



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# Agenda Item 11B & 11C

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1121  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1221  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1421  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1521  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1621  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1721  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1821  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1921  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 2021  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 2121  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 2221  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 2321  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 2421  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR PH121  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR PH221  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 422  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 522  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 622  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 722  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 822  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 922  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1022  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1122  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1222  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1422  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1522  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1622  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1722  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1822  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1922  
North Bay Village, FL 33141-4391



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# Agenda Item 11B & 11C

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 2022  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 2122  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 2222  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 2322  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 2422  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR PH122  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR PH222  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 423  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 523  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 623  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 723  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 823  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 923  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1023  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1123  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1223  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1423  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1523  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1623  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1723  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1823  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1923  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 2023  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 2123  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 2223  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 2323  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 2423  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR PH123  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR PH223  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 424  
North Bay Village, FL 33141-4391



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# Agenda Item 11B & 11C

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 524  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 624  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 724  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 824  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 924  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1024  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1124  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1224  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1424  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1524  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1624  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1724  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1824  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 1924  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 2024  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 2124  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 2224  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 2324  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR 2424  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR PH124  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR PH224  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR CU-1  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR CU-2  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR CU-3  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR CU-4  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR CU-5  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR CU-6  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR CU-7  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR CU-8  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR CU-9  
North Bay Village, FL 33141-4391



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# Agenda Item 11B & 11C

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR CU-10  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR CU-11  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR CU-12  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR CU-13  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR CU-14  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR CU-15  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR CU-16  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR CU-17  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR CU-18  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR CU-19  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR CU-20  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR CU-21  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR CU-22  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR CU-23  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR CU-24  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR CU-25  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7601 E TREASURE DR CU-26  
North Bay Village, FL 33141-4391

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR A1  
North Bay Village, FL 33141-4349

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR A2  
North Bay Village, FL 33141-4349

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR A3  
North Bay Village, FL 33141-4349

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR A4  
North Bay Village, FL 33141-4349

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR 2A  
North Bay Village, FL 33141-4349

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR 3A  
North Bay Village, FL 33141-4349

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR 4A  
North Bay Village, FL 33141-4349

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR 5A  
North Bay Village, FL 33141-4349

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR 6A  
North Bay Village, FL 33141-4349

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR 7A  
North Bay Village, FL 33141-4349

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR 8A  
North Bay Village, FL 33141-4349

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR 9A  
North Bay Village, FL 33141-4349

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR 10A  
North Bay Village, FL 33141-4349



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# Agenda Item 11B & 11C

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR 2B  
North Bay Village, FL 33141-4349

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR 3B  
North Bay Village, FL 33141-4349

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR 4B  
North Bay Village, FL 33141-4349

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR 5B  
North Bay Village, FL 33141-4349

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR 6B  
North Bay Village, FL 33141-4349

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR 7B  
North Bay Village, FL 33141-4349

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR 8B  
North Bay Village, FL 33141-4349

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR 9B  
North Bay Village, FL 33141-4349

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR 10B  
North Bay Village, FL 33141-4349

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR 2C  
North Bay Village, FL 33141-4349

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR 3C  
North Bay Village, FL 33141-4349

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR 4C  
North Bay Village, FL 33141-4349

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR 5C  
North Bay Village, FL 33141-4349

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR 6C  
North Bay Village, FL 33141-4349

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR 7C  
North Bay Village, FL 33141-4349

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR 8C  
North Bay Village, FL 33141-4349

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR 9C  
North Bay Village, FL 33141-4349

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR 10C  
North Bay Village, FL 33141-4349

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR 2D  
North Bay Village, FL 33141-4349

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR 3D  
North Bay Village, FL 33141-4349

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR 4D  
North Bay Village, FL 33141-4349

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR 5D  
North Bay Village, FL 33141-4349

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR 6D  
North Bay Village, FL 33141-4349

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR 7D  
North Bay Village, FL 33141-4349

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR 8D  
North Bay Village, FL 33141-4349

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR 9D  
North Bay Village, FL 33141-4349

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR 10D  
North Bay Village, FL 33141-4349

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR 2E  
North Bay Village, FL 33141-4349

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR 3E  
North Bay Village, FL 33141-4349

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR 4E  
North Bay Village, FL 33141-4349





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# Agenda Item 11B & 11C

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR 5E  
North Bay Village, FL 33141-4349

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR 6E  
North Bay Village, FL 33141-4349

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR 7E  
North Bay Village, FL 33141-4349

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR 8E  
North Bay Village, FL 33141-4349

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR 9E  
North Bay Village, FL 33141-4349

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR 10E  
North Bay Village, FL 33141-4349

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR 2F  
North Bay Village, FL 33141-4349

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR 3F  
North Bay Village, FL 33141-4349

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR 4F  
North Bay Village, FL 33141-4349

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR 5F  
North Bay Village, FL 33141-4349

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR 6F  
North Bay Village, FL 33141-4349

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR 7F  
North Bay Village, FL 33141-4349

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR 8F  
North Bay Village, FL 33141-4349

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR 9F  
North Bay Village, FL 33141-4349

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR 10F  
North Bay Village, FL 33141-4349

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR 2G  
North Bay Village, FL 33141-4349

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR 3G  
North Bay Village, FL 33141-4349

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR 4G  
North Bay Village, FL 33141-4349

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR 5G  
North Bay Village, FL 33141-4349

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR 6G  
North Bay Village, FL 33141-4349

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR 7G  
North Bay Village, FL 33141-4349

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR 8G  
North Bay Village, FL 33141-4349

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR 9G  
North Bay Village, FL 33141-4349

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR 10G  
North Bay Village, FL 33141-4349

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR 2H  
North Bay Village, FL 33141-4349

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR 3H  
North Bay Village, FL 33141-4349

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR 4H  
North Bay Village, FL 33141-4349

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR 5H  
North Bay Village, FL 33141-4349

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR 6H  
North Bay Village, FL 33141-4349

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR 7H  
North Bay Village, FL 33141-4349



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# Agenda Item 11B & 11C

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR 8H  
North Bay Village, FL 33141-4349

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR 9H  
North Bay Village, FL 33141-4349

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR 10H  
North Bay Village, FL 33141-4349

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR 2I  
North Bay Village, FL 33141-4349

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North Bay Village, FL 33141-4349

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North Bay Village, FL 33141-4349

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North Bay Village, FL 33141-4349

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North Bay Village, FL 33141-4349

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North Bay Village, FL 33141-4349

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North Bay Village, FL 33141-4349

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North Bay Village, FL 33141-4349

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North Bay Village, FL 33141-4349

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North Bay Village, FL 33141-4349

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North Bay Village, FL 33141-4349

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North Bay Village, FL 33141-4349

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR 9K  
North Bay Village, FL 33141-4349

OWNER/CURRENT OCCUPANT  
7545 E TREASURE DR 10K  
North Bay Village, FL 33141-4349



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# Agenda Item 11B & 11C

OWNER/CURRENT OCCUPANT  
1881 79 STREET CSW 401  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1881 79 STREET CSW 501  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1881 79 STREET CSW 601  
North Bay Village, FL 33141-0000

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North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
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North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
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North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1881 79 STREET CSW 1702  
North Bay Village, FL 33141-0000



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# Agenda Item 11B & 11C

OWNER/CURRENT OCCUPANT  
1881 79 STREET CSW 1802  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1881 79 STREET CSW 1902  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
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North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
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OWNER/CURRENT OCCUPANT  
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North Bay Village, FL 33141-0000

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OWNER/CURRENT OCCUPANT  
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North Bay Village, FL 33141-0000



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# Agenda Item 11B & 11C

OWNER/CURRENT OCCUPANT  
1881 79 STREET CSW 1504  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1881 79 STREET CSW 1604  
North Bay Village, FL 33141-0000

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North Bay Village, FL 33141-0000

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North Bay Village, FL 33141-0000

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North Bay Village, FL 33141-0000



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# Agenda Item 11B & 11C

OWNER/CURRENT OCCUPANT  
1881 79 STREET CSW 1006  
North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1881 79 STREET CSW 1106  
North Bay Village, FL 33141-0000

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North Bay Village, FL 33141-0000

OWNER/CURRENT OCCUPANT  
1881 79 STREET CSW 2107  
North Bay Village, FL 33141-0000

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# Agenda Item 11B & 11C

## North Bay Village

Administrative Offices

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

Tel: (305) 756-7171 Fax: (305) 756-7722 Website: [www.nbvillage.com](http://www.nbvillage.com)

### MEMORANDUM

#### North Bay Village

**DATE:** April 26, 2018

**TO:** Yvonne P. Hamilton, CMC  
Village Clerk

**FROM:** Marlen D. Martell, MPA, CFM *for [Signature]*  
Village Manager

**SUBJECT:** Introduction of Resolution

---

Pursuant to Section 3.08 of the Village Charter, I hereby introduce the following Resolution:

**A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, PERMITTING INSTALLATION OF A NEW BOATLIFT WITH A BOARDING PLATFORM AND ACCESS PLATFORM ON AN EXISTING DOCK AT 7601 EAST TREASURE DRIVE IN SLIP B-79, WHICH WILL EXTEND BEYOND THE 25 FOOT LENGTH LIMIT; GRANTING A WAIVER PURSUANT TO SECTION 9.12(B) OF THE UNIFIED LAND DEVELOPMENT CODE; PROVIDING FINDINGS, PROVIDING FOR GRANTING THE REQUEST; PROVIDING FOR CONDITIONS; PROVIDING FOR APPEAL; PROVIDING FOR VIOLATIONS; AND PROVIDING FOR AN EFFECTIVE DATE.**

Accordingly, please place the item on the next available agenda.

MDM:yph

Mayor  
Connie Leon-Kreps

Vice Mayor  
Andreanna Jackson

Commissioner  
Jose R. Alvarez

Commissioner  
Laura Cattabriga

Commissioner  
Eddie Lim



# Agenda Item 11B & 11C

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, PERMITTING INSTALLATION OF A NEW BOATLIFT WITH A BOARDING PLATFORM AND ACCESS PLATFORM ON AN EXISTING DOCK AT 7601 EAST TREASURE DRIVE IN SLIP B-79, WHICH WILL EXTEND BEYOND THE 25 FOOT LENGTH LIMIT; GRANTING A WAIVER PURSUANT TO SECTION 9.12(B) OF THE UNIFIED LAND DEVELOPMENT CODE; PROVIDING FINDINGS, PROVIDING FOR GRANTING THE REQUEST; PROVIDING FOR CONDITIONS; PROVIDING FOR APPEAL; PROVIDING FOR VIOLATIONS; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER MARLEN D. MARTELL)**

**WHEREAS**, Grand View Palace Yacht Club has applied to North Bay Village for permission to install a new boatlift with a boarding platform and access platform on an existing dock at the Grandview Palace Business Marina at 7601 East Treasure Drive in Slip B-79, Treasure Island, North Bay Village, Florida, in the RM-70, High Density Multiple-Family Residential Zoning District; and

**WHEREAS**, Pursuant to Section 9.12(B) of the Unified Land Development Code, boatlifts are to be constructed no more than 25 feet perpendicular from the seawall or shoreline into any waterway within the corporate limits of the Village, unless granted approval by the Village Commission; and

**WHEREAS**, in accordance with Section 9.12(B) of the Village Code, a public hearing by the Village Commission was noticed for June 12, 2018, at 6:30 p.m. at Village Hall, 1666 Kennedy Causeway, Suite 101, North Bay Village, Florida 33141 and all interested parties have had the opportunity to address their comments to the Village Commission.

**NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS:**

**Section 1.    Recitals.**

The above recitals are true and correct and incorporated into this Resolution by this reference.

# Agenda Item 11B & 11C

## **Section 2. Findings.**

In accordance with Section 9.12(B) of the Village Code Unified Land Development Code, the Village Commission having considered the testimony and evidence in the record presented by all parties finds that the boatlift is safe and environmentally compatible.

## **Section 3. Grant.**

In accordance with Section 9.12(B) of the Village Unified Land Development Code approval is granted to install a new boatlift at the marina at 7601 East Treasure Drive, in Slip B-79, in accordance with the Site Plan submitted to the Village Clerk's Office.

## **Section 4. Conditions.**

Approval is granted with the condition that the following items are met prior to issuance of a Building Permit:

1. Compliance with all state, federal, and environmental laws including, but not limited to, compliance with a State Programmatic General Permit as may be required by the U.S. Army Corps of Engineers. All applicable state and federal permits must be obtained before commencement of construction.
2. Building permits and related approvals must be obtained from the Building Official prior to commencement of construction.
3. Cost recovery charges must be paid pursuant to Section 5.12 of the Village Unified Land Development Code. Specifically, no new development application shall be accepted, and no building permit shall be issued for the property until all application fees, cost recovery deposits and outstanding fees and fines related to the property (including fees related to any previous development proposal applications on the property), have been paid in full.
4. Authorization or issuance of a building permit by the Village does not in any way create a right on the part of the applicant to obtain a permit from a state or federal agency, and does not create liability on the part of the Village for issuance of a building permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes action that results in a violation of federal or state law.

# Agenda Item 11B & 11C

**Section 5. Appeal.**

In accordance with Section 4.6 of the Village Unified Land Development Code, the Applicant, or any aggrieved property owner, may appeal the decision of the Village Commission by filing a Writ of Certiorari to the Circuit Court of Miami-Dade County, Florida, in accordance with the Florida Rules of Appellate Procedure.

**Section 6. Violation of Terms and Conditions.**

Failure to adhere to the terms and conditions contained in this Resolution in Section 4 shall be considered a violation of this Resolution and persons found violating the conditions shall be subject to the penalties prescribed by the Village Code, including but not limited to the revocation of any of the approval(s) granted in this Resolution.

The Applicant understands and acknowledges that it must comply with all other applicable requirements of the Village Code before it may commence construction or operation, and that the foregoing approval in this Resolution may be revoked by the Village at any time upon a determination that the Applicant is in non-compliance with the Village Code.

**Section 7. Effective Date.**

This Resolution shall become effective upon its adoption.

The motion to adopt the foregoing Resolution was offered by \_\_\_\_\_, seconded by \_\_\_\_\_.

**FINAL VOTE AT ADOPTION:**

Mayor Connie Leon-Kreps	_____
Vice Mayor Andreana Jackson	_____
Commissioner Jose R. Alvarez	_____
Commissioner Laura Cattabriga	_____
Commissioner Eddie Lim	_____

# Agenda Item 11B & 11C

PASSED and ADOPTED this 10th day of July 2018.

\_\_\_\_\_  
MAYOR CONNIE LEON-KREPS

**ATTEST:**

\_\_\_\_\_  
YVONNE P. HAMILTON, CMC  
Village Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Norman C. Powell, Esq.  
Village Attorney

North Bay Village Resolution: Installation of Boatlift at 7601 E. Treasure Drive Marina in Slip B-79.



# Agenda Item 11B & 11C

## North Bay Village

Administrative Offices


1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

### MEMORANDUM North Bay Village

**DATE:** April 26, 2018

**TO:** Yvonne P. Hamilton, CMC  
Village Clerk

**FROM:** Marlen D. Martell, MPA, CFM   
Village Manager

**SUBJECT:** Introduction of Resolution

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Accordingly, please place the item on the next available agenda.

MDM:yph

Mayor  
Connie Leon-Kreps

Vice Mayor  
Andreanna Jackson

Commissioner  
Jose R. Alvarez

Commissioner  
Laura Cattabriga

Commissioner  
Eddie Lim

# Agenda Item 11B & 11C

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, PERMITTING INSTALLATION OF A NEW BOATLIFT WITH A BOARDING PLATFORM AND ACCESS PLATFORM ON AN EXISTING DOCK AT 7601 EAST TREASURE DRIVE IN SLIP B47, WHICH WILL EXTEND BEYOND THE 25 FOOT LENGTH LIMIT; GRANTING A WAIVER PURSUANT TO SECTION 9.12(B) OF THE UNIFIED LAND DEVELOPMENT CODE; PROVIDING FINDINGS, PROVIDING FOR GRANTING THE REQUEST; PROVIDING FOR CONDITIONS; PROVIDING FOR APPEAL; PROVIDING FOR VIOLATIONS; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER MARLEN D. MARTELL)**

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**Section 1. Recitals.**

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# Agenda Item 11B & 11C

## **Section 2. Findings.**

In accordance with Section 9.12(B) of the Village Code Unified Land Development Code, the Village Commission having considered the testimony and evidence in the record presented by all parties finds that the boatlift is safe and environmentally compatible.

## **Section 3. Grant.**

In accordance with Section 9.12(B) of the Village Unified Land Development Code approval is granted to install a new boatlift at the marina at 7601 East Treasure Drive, in Slip B-47, in accordance with the Site Plan submitted to the Village Clerk's Office.

## **Section 4. Conditions.**

Approval is granted with the condition that the following items are met prior to issuance of a Building Permit:

1. Compliance with all state, federal, and environmental laws including, but not limited to, compliance with a State Programmatic General Permit as may be required by the U.S. Army Corps of Engineers. All applicable state and federal permits must be obtained before commencement of construction.
2. Building permits and related approvals must be obtained from the Building Official prior to commencement of construction.
3. Cost recovery charges must be paid pursuant to Section 5.12 of the Village Unified Land Development Code. Specifically, no new development application shall be accepted, and no building permit shall be issued for the property until all application fees, cost recovery deposits and outstanding fees and fines related to the property (including fees related to any previous development proposal applications on the property), have been paid in full.
4. Authorization or issuance of a building permit by the Village does not in any way create a right on the part of the applicant to obtain a permit from a state or federal agency, and does not create liability on the part of the Village for issuance of a building permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes action that results in a violation of federal or state law.



# Agenda Item 11B & 11C

**Section 5. Appeal.**

In accordance with Section 4.6 of the Village Unified Land Development Code, the Applicant, or any aggrieved property owner, may appeal the decision of the Village Commission by filing a Writ of Certiorari to the Circuit Court of Miami-Dade County, Florida, in accordance with the Florida Rules of Appellate Procedure.

**Section 6. Violation of Terms and Conditions.**

Failure to adhere to the terms and conditions contained in this Resolution in Section 4 shall be considered a violation of this Resolution and persons found violating the conditions shall be subject to the penalties prescribed by the Village Code, including but not limited to the revocation of any of the approval(s) granted in this Resolution.

The Applicant understands and acknowledges that it must comply with all other applicable requirements of the Village Code before it may commence construction or operation, and that the foregoing approval in this Resolution may be revoked by the Village at any time upon a determination that the Applicant is in non-compliance with the Village Code.

**Section 7. Effective Date.**

This Resolution shall become effective upon its adoption.

The motion to adopt the foregoing Resolution was offered by \_\_\_\_\_, seconded by \_\_\_\_\_.

**FINAL VOTE AT ADOPTION:**

Mayor Connie Leon-Kreps	_____
Vice Mayor Andreana Jackson	_____
Commissioner Jose R. Alvarez	_____
Commissioner Laura Cattabriga	_____
Commissioner Eddie Lim	_____

# Agenda Item 11B & 11C

PASSED and ADOPTED this 10th day of July 2018.

MAYOR CONNIE LEON-KREPS

**ATTEST:**

YVONNE P. HAMILTON, CMC  
Village Clerk

**APPROVED AS TO FORM:**

Norman C. Powell, Esq.  
Village Attorney

North Bay Village Resolution: Installation of Boatlift at 7601 E. Treasure Drive Marina in Slip B-47.



**NORTH BAY VILLAGE  
NOTICE OF PUBLIC HEARING**

PUBLIC NOTICE IS HEREBY GIVEN THAT THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, WILL HOLD A REGULAR MEETING ON **TUESDAY, JULY 10, 2018** AT 6:30 P.M., OR AS SOON AS POSSIBLE THEREAFTER, AT VILLAGE HALL, 1666 KENNEDY CAUSEWAY, #101, NORTH BAY VILLAGE, FLORIDA. DURING THIS MEETING THE COMMISSION WILL CONSIDER THE FOLLOWING REQUESTS:

1. AN APPLICATION BY GRANDVIEW PALACE YACHT CLUB FOR INSTALLATION OF A NEW BOATLIFT WITH A BOARDING PLATFORM AND AN ACCESS PLATFORM ON AN EXISTING DOCK IN SLIPS B47 AND B79 AT THE COMMERCIAL MARINA AT 7601 E. TREASURE DRIVE, TREASURE ISLAND, NORTH BAY VILLAGE, FLORIDA. PURSUANT TO SECTION 9.12(B) OF THE VILLAGE UNIFIED LAND DEVELOPMENT CODE.
2. AN APPLICATION BY GRANDVIEW PALACE YACHT CLUB FOR INSTALLATION OF A NEW BOATLIFT WITH A BOARDING PLATFORM AND AN ACCESS PLATFORM ON AN EXISTING DOCK IN SLIP A34 AT THE COMMERCIAL MARINA AT 7601 E. TREASURE DRIVE, TREASURE ISLAND, NORTH BAY VILLAGE, FLORIDA, PURSUANT TO SECTION 9.12(B) OF THE VILLAGE UNIFIED LAND DEVELOPMENT CODE.
3. A REQUEST BY JOSEPH GRECO, PROPERTY OWNER OF 7516 BUCCANEER AVENUE, TREASURE ISLAND, NORTH BAY VILLAGE, FLORIDA. FOR A VARIANCE PURSUANT TO SECTION 7.4 OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE, FROM THE STRICT APPLICATION OF SECTION 8.13(M)(2)(b), TO CONSTRUCT A SWIMMING POOL WITH A 5.78 FOOT REAR SETBACK, WHERE 7.5 FEET IS REQUIRED.
4. AN AMENDMENT TO THE NORTH BAY VILLAGE COMPREHENSIVE PLAN AMENDING THE FUTURE LAND USE ELEMENT, CREATING A TRANSFER OF DENSITY PROGRAM TO ALLOW TRANSFER OF DENSITY FROM VILLAGE OWNED PROPERTIES TO PROPERTIES IN THE MULTI-FAMILY HIGH DENSITY RESIDENTIAL FUTURE LAND USE CATEGORY AND COMMERCIAL FUTURE LAND USE CATEGORY, PROVIDING FOR AN INCREASED MAXIMUM DENSITY ALLOWED FOR PROPERTIES IN THE COMMERCIAL FUTURE LAND USE CATEGORY WITH DIRECT ACCESS TO KENNEDY CAUSEWAY. (ADOPTION HEARING)

INTERESTED PERSONS ARE INVITED TO APPEAR AT THIS MEETING OR BE REPRESENTED BY AN AGENT, OR TO EXPRESS THEIR VIEWS IN WRITING ADDRESSED TO THE COMMISSION C/O THE VILLAGE CLERK, 1666 KENNEDY CAUSEWAY, #300, NORTH BAY VILLAGE, FL 33141. THE DOCUMENTS PERTAINING TO THIS PUBLIC HEARING MAY BE INSPECTED AT THE OFFICE OF THE VILLAGE CLERK DURING REGULAR BUSINESS HOURS. INQUIRIES MAY BE DIRECTED TO THAT DEPARTMENT AT (305) 756-7171.

PURSUANT TO SECTION 286.0105, FLORIDA STATUTES IF ANY PERSON DECIDES TO APPEAL ANY DECISION BY THE COMMISSION WITH RESPECT TO THIS OR ANY MATTER CONSIDERED AT ITS MEETING OR ITS HEARING, SUCH PERSON MUST ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

TO REQUEST THIS MATERIAL IN ACCESSIBLE FORMAT, SIGN LANGUAGE INTERPRETERS, INFORMATION ON ACCESS FOR PERSON WITH DISABILITIES, AND/OR ANY ACCOMMODATION TO REVIEW ANY DOCUMENT OR PARTICIPATE IN ANY VILLAGE-SPONSORED PROCEEDING, PLEASE CONTACT (305) 756-7171 FIVE DAYS IN ADVANCE TO INITIATE YOUR REQUEST. TTY USERS MAY ALSO CALL 711 (FLORIDA RELAY SERVICE).

THIS HEARING MAY BE CONTINUED FROM TIME TO TIME AS NECESSARY, AS DETERMINED BY THE VILLAGE COMMISSION.

YVONNE P. HAMILTON, CMC  
VILLAGE CLERK  
(June 19, 2018)



## Staff Report Variance Request

*Prepared for:* North Bay Village  
Planning & Zoning Board

*Applicant:* Joseph Greco

*Request:* Variance to Minimum Required  
Rear Pool Setback



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# Agenda Item 11D

Staff Report  
Request for Variance

Applicant: Joseph Greco  
7516 Buccaneer Ave

## General Information

**Owner/Applicant:** Joseph Greco  
**Applicant Address:** 7516 Buccaneer Ave  
North Bay Village, FL 33141  
**Site Address:** 7516 Buccaneer Ave  
**Contact Person:** Joseph Greco  
**Contact Phone Number:** 305-224-2855  
**E-mail Address:** [josephgreco2@aol.com](mailto:josephgreco2@aol.com)

Future Land Use Map Classification	Single Family Residential
Zoning District	RS-2
Use of Property	Single Family Home
Acreage	0.16 ac.

## Legal Description of Subject Property

LOT 20, BLOCK 3 OF TREASURE ISLAND, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 50 ON PAGE 67 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA

SAID LANDS LYING AND BEING IN NORTH BAY VILLAGE, MIAMI-DADE COUNTY, FLORIDA CONTAINING 6,840 SQUARE FEET (0.16 ACRES), MORE OR LESS.

## Requested Variance

North Bay Village Code Section 8.13(M)(2)(b) requires that swimming pools be located at least 7.5 feet away from rear and side property lines. The applicant is requesting a variance to allow relief from the strict interpretation of the code to allow a 5.78 foot rear setback for a swimming pool where 7.5 feet is required.

## Required Findings

North Bay Village Code Section 7.4(B) sets forth the findings that are required for the reviewing body(ies) to authorize a variance request and requires that the reviewing body(ies) must make an affirmative finding with respect to the criteria listed below:





# Agenda Item 11D

Staff Report  
Request for Variance

Applicant: Joseph Greco  
7516 Buccaneer Ave

- (1) The variance will be in harmony with the general appearance and character of the community;

**Applicant Comments:** I am asking for the Variance Request so I can build a swimming pool of adequate size. Due to the limited space in my backyard without granting of the Variance Request I will be limited to a swimming pool that will be extremely small; in fact too small to even go forward with having it built.

**Staff Comments:** One of the reasons that space is limited in the Applicant's backyard is that the Applicant built an addition on the existing house a few years ago, reducing the rear setback and area of the rear yard. However, the requested variance represents only a 1.72' deviation from the code and swimming pools are not uncommon in the neighborhood of the subject property.

- (2) The variance will not be injurious to the area involved or otherwise detrimental to the public welfare; and;

**Applicant Comments:** I have hired Essig Pools to build the desired swimming pool. I have consulted with them and my surrounding neighbors to make sure that the pool be built in a manner that is satisfactory to everyone. I showed the pool plans to my next door neighbors and explained the Variance Request to them. They stated to me that they totally approve and are in complete favor of the swimming pool project. I have read the required criteria and carefully analyzed every detail of this desired project and I firmly believe the Variance meets the required criteria and will not be a visual nuisance, inconvenience or danger to any resident of The City of North Bay Village including members of my household or the public in any manner.

**Staff Comments:** The proposed swimming pool is not likely to be injurious to the area or otherwise detrimental to the public welfare. The fact that the Applicant has received letters of consent from his neighbors to the north and south is a positive affirmation of this. The Applicant has stated to staff that he was unable to contact his neighbor to the west, which shares the property line that will be encroached upon if this variance is approved.

- (3) The improvement is designed and arranged on the site in a manner that minimizes aerial and visual impact on the adjacent residences.

**Applicant Comments:** None.

**Staff Comments:** The Applicant's property does have a 6' privacy wall constructed around the perimeter of the side and rear yard. This privacy wall should provide an effective barrier from any potential ground level visual impacts. Additionally, all the immediately adjacent residences are single story structures, from which aerial impacts are unlikely.



## Recommendation

There is one remaining potential issue that would be cause for further consideration of this variance request; which is any protest from the neighbor to the west of the Applicant. This neighbor shares the property line upon which the Applicant is requesting the encroachment. Barring any negative input from that neighbor, staff finds that the requested variance does meet the requirements of Section 7.4(B) in that the materials submitted do adequately allow for an affirmative finding on most of the criteria contained in Section 7.4(B) as specifically identified by the foregoing staff comments.

Staff recommends approval of the requested variance to allow a pool to be located 5.78 feet from the rear property line, which is less than the required 7.5 foot setback required by North Bay Village Code.

*Submitted by:*

James G. LaRue, AICP  
Planning Consultant

May 2, 2018

Hearing: North Bay Village Planning and Zoning Board, June 5, 2018





# Agenda Item 11D

Staff Report  
Request for Variance

Applicant: Joseph Greco  
7516 Buccaneer Ave

To: Mr. Ben Smith, AICP, LEED GA  
1375 Jackson St. #206  
Fort Myers, FL 33901

Hello Mr. Smith,

The purpose of this letter to you and the City Of North Bay Village is to explain the reason for my Variance Request.

I am asking for the Variance Request so I can build a swimming pool of adequate size. Due to the limited space in my backyard without the granting of the Variance Request I will be limited to a swimming pool that will be extremely small; in fact too small to even go forward with having it built.

I have hired Essig Pools to build the desired swimming pool. I have consulted with them and my surrounding neighbors to make sure that the pool be built in a manner that is satisfactory to everyone. I showed the pool plans to my next door neighbors and explained the Variance Request to them. They stated to me that they totally approve and are in complete favor of the swimming pool project.

I have read the required criteria and carefully analyzed every detail of this desired project and I firmly believe the Variance meets the required criteria and will not be a visual nuisance, inconvenience or danger to any resident of The City Of North Bay Village including members of my household or the public in any manner.

I want to thank you for your time and your consideration of my Variance Request.

Sincerely,

*Joseph M. Greco 4-13-18*

Joseph Greco  
7516 Buccaneer Ave  
North Bay Village, FL 33141



# Agenda Item 11D

Staff Report  
Request for Variance

Applicant: Joseph Greco  
7516 Buccaneer Ave


To: Mr. Ben Smith, AICP, LEED GA  
1375 Jackson St. #206  
Fort Myers, FL 33901

Hello Mr. Smith,

I am a resident of North Bay Village living right next door to the property of Joseph Greco which is located at 7516 Buccaneer Avenue.

Mr. Greco has informed me of his plans to have a swimming pool built in his backyard and he has shown me the plans and details of his swimming pool project. He also thoroughly explained the variance request. I want to state that I am completely in favor of his swimming pool project and I am very confident and strongly feel that it will not be an inconvenience or a visual nuisance or danger to members of my residence, the neighborhood or the public in any way.

Thank you very much,

NOAMIA SMITH 4-5-18  


Next door Neighbor - 7512 Buccaneer Avenue



# Agenda Item 11D

Staff Report  
Request for Variance

Applicant: Joseph Greco  
7516 Buccaneer Ave

To: Mr. Ben Smith, AICP, LEED GA  
1375 Jackson St. #206  
Fort Myers, FL 33901

Hello Mr. Smith,

I am a resident of North Bay Village living right next door to the property of Joseph Greco which is located at 7516 Buccaneer Avenue.

Mr. Greco has informed me of his plans to have a swimming pool built in his backyard and he has shown me the plans and details of his swimming pool project. He also thoroughly explained the variance request. I want to state that I am completely in favor of his swimming pool project and I am very confident and strongly feel that it will not be an inconvenience or a visual nuisance or danger to members of my residence, the neighborhood or the public in any way.

Thank you very much,

Maura Aronovski 4/5/18



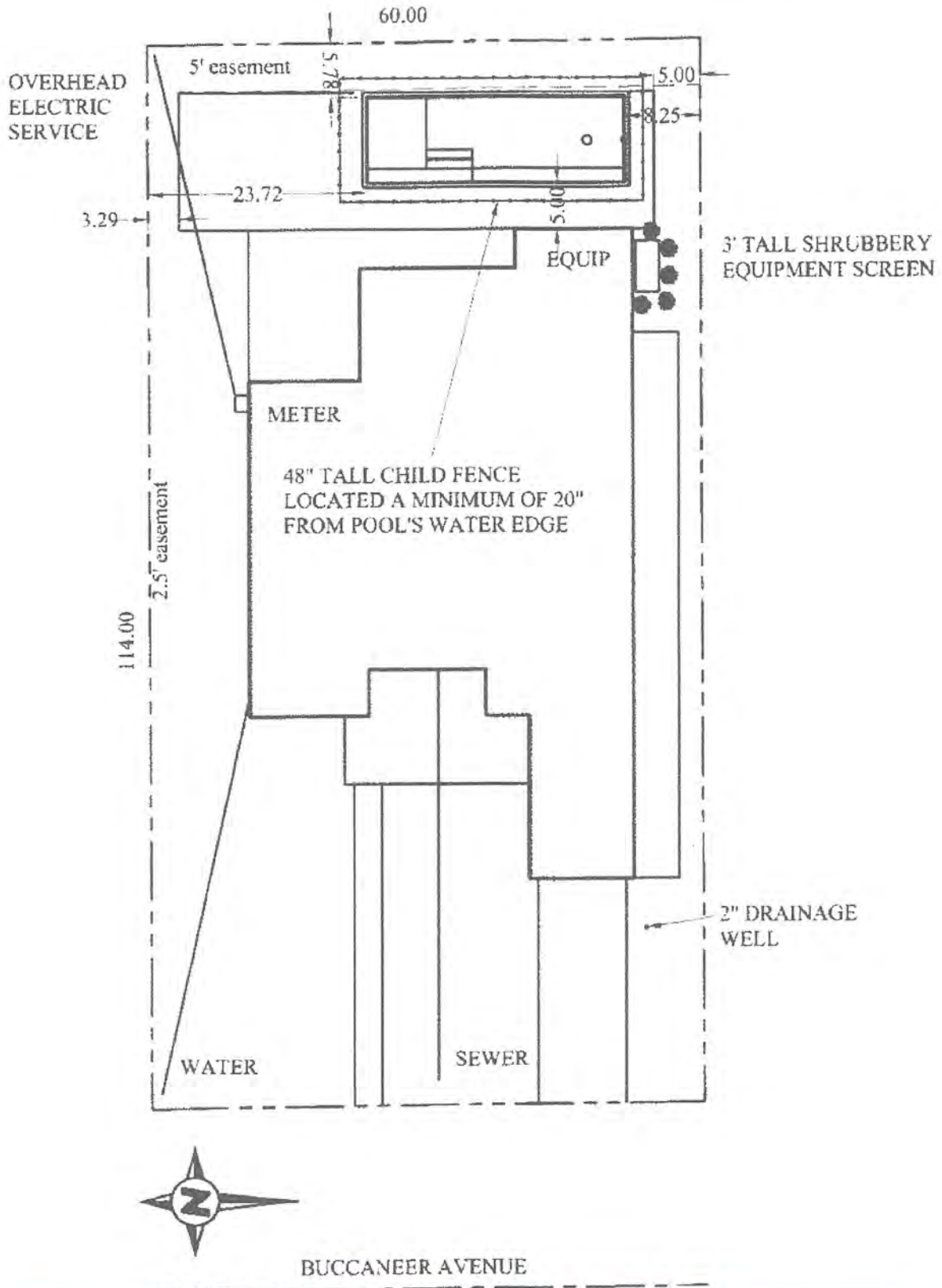
Next door Neighbor - 7520 Buccaneer Avenue



# Agenda Item 11D

Staff Report  
Request for Variance

Applicant: Joseph Greco  
7516 Buccaneer Ave



LaRue

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#200 - Client: Kimmery  
#1000 - Planning Per  
#1000 - Erosion

VARIANCE REQUEST APPLICATION FOR PUBLIC HEARING

Page 1 of 3

Site Address 1516 Biscayne Ave North Bay Village, FL 33141

Owner Name Joseph Greco Owner Phone # (305) 224-2855

Owner Mailing Address 1760 79th Street Sunny Apt C-207 North Bay Village FL 33141

Applicant Name Jmf Applicant Phone # \_\_\_\_\_

(if different from Owner)  
Applicant Mailing Address \_\_\_\_\_

Contact Person \_\_\_\_\_ Contact Phone # \_\_\_\_\_

Contact Email Address josephgreco2@aol.com

- Legal Description of Property Residential

Existing Zoning R-2 Lot Size 20 Folio Number 23 3209 - 009-0960

- Project Description Swimming Pool

- Section of North Bay Village Code from which the Applicant is Seeking Relief Tresure Island

Variance Requested Installation of pool

- Reason for Request Pool will encroach the rear set back

Mandatory Submittals (check that each item is included with this application)

- Plans depicting work to be completed (including property survey)
- Application fees

Optional Submittals

- Response to required findings
- Signed consent letters from neighboring property owners
- Optional plan versions for consideration by Village Commission

VARIANCE REQUEST APPLICATION FOR PUBLIC HEARING

Page 2 of 3

Applications are incomplete until all mandatory submittals have been received by the Village Clerk.

All requests for variances from the North Bay Village Code shall be considered at Public Hearings before the Village Commission. Notice of Hearing shall be given by publishing and posting on the property (which is the subject of the request), the time, the place and the nature of the hearing at least 10 days before the hearing. The Village Clerk shall certify that the petition is complete before the hearing is legally advertised. All applications shall be submitted to the Village Clerk on or before the deadline implemented by the Village.

All persons, firms, or corporations requesting a variance from the Village Commission necessitating the publication of notices in the newspaper, and all relative thereto, the payment of such money in advance to the Village Clerk shall be deemed a condition precedent to the consideration of such a variance request.

All new and substantial improvements must comply with the Florida Building Code, Department of Environmental Resource Management (DERM), and FEMA regulations.

I (We) the undersigned, am (are) the (owner, tenant, agent, attorney) (designate one) of the subject property herein described. I (We) acknowledge and agree that during the consideration of the application before the Planning & Zoning Board and staff of North Bay Village, no rights shall vest on behalf of the applicant, which would be enforceable against the Village until after a Public Meeting is held by the Village Commission and the Village Commission has voted favorable on the proposed request.

I (We) further acknowledge that I (We) have read and understand the conditions for appearance before the Planning and Zoning Board and the Village Commission pursuant to the Village Code Section 152.096. Any person submitting false information or misrepresenting in their presentation shall have all privileges granted to them by the Planning & Zoning Board and the Village Commission revoked.

Authorized Signature Joseph M. Greco

Print Name Joseph M Greco

(In case of corporate ownership, the authorized signature shall be accompanied by a notation of the signer's position in the corporation and embossed with the corporate seal.)

STATE OF FLORIDA  
COUNTY OF Wade

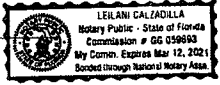
Sworn to and subscribed to before me this 15 day of November, 2019.

by Joseph Greco

who is personally known to me or who has produced FDL as identification.

Notary Public Signature Liliani Calzadilla

Commission Number/Expiration \_\_\_\_\_



# Agenda Item 11D

VARIANCE REQUEST APPLICATION FOR PUBLIC HEARING  
Page 1 of 3

Office Use Only:

Date Submitted: 11/15/17 Fee Paid: \$ 1200.00  
Tentative Meeting Date: 11/21/18 Cash or Check # —  
Date Paid: 11/15/17







North Bay Village

Administrative Offices

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

Tel: (305) 756-7171 Fax: (305) 756-7722 Website:

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

## MEMORANDUM

**DATE:** July 3, 2018

**TO:** Mayor Connie Leon-Kreps  
Vice Mayor Andreana Jackson  
Commissioner Jose R. Alvarez  
Commissioner Laura Cattabriga  
Commissioner Eddie Lim

**FROM:** Bud Farrey, Chair

**SUBJECT:** Planning & Zoning Board Report – 7516 Buccaneer Avenue Pool Variance

---

### Request:

A REQUEST BY JOSEPH GRECO, PROPERTY OWNER OF 7516 BUCCANEER AVENUE, TREASURE ISLAND, NORTH BAY VILLAGE, FLORIDA, FOR A VARIANCE PURSUANT TO SECTION 7.4 OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE, FROM THE STRICT APPLICATION OF SECTION 8.13(M)(2)(b), TO CONSTRUCT A SWIMMING POOL WITH A 5.78 FOOT REAR SETBACK, WHERE 7.5 FEET IS REQUIRED.

The Planning & Zoning Board heard the request at its June 5<sup>th</sup> Commission Meeting. Ben Smith with LaRue Planning & Management Services, Village Planner presented the Staff Report recommending approval. Board Member Doris O'Hare moved to approve the request. Aniley Perez seconded the motion, and all voted in favor. Chair Bud Farrey was absent.

/yph



## North Bay Village

Administrative Offices

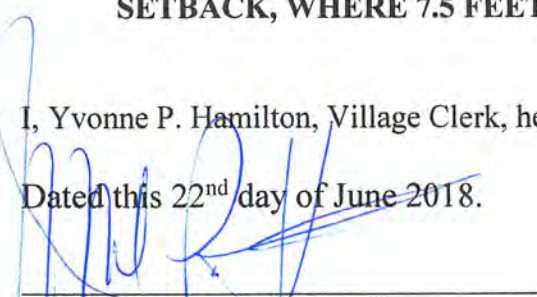
1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

Tel: (305) 756-7171 Fax: (305) 756-7722 Website: [www.nbvillage.com](http://www.nbvillage.com)

**RE: A REQUEST BY JOSEPH GRECO, PROPERTY OWNER OF 7516 BUCCANEER AVENUE, TREASURE ISLAND, NORTH BAY VILLAGE, FLORIDA, FOR A VARIANCE PURSUANT TO SECTION 7.4 OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE, FROM THE STRICT APPLICATION OF SECTION 8.13(M)(2)(b), TO CONSTRUCT A SWIMMING POOL WITH A 5.78 FOOT REAR SETBACK, WHERE 7.5 FEET IS REQUIRED.**

I, Yvonne P. Hamilton, Village Clerk, hereby certify that that the petition filed hereto is correct.

Dated this 22<sup>nd</sup> day of June 2018.

  
\_\_\_\_\_  
Yvonne P. Hamilton  
Village Clerk

(North Bay Village Commission Meeting – July 10, 2018)

Mayor  
Connie Leon-Kreps

Vice Mayor  
Andreanna Jackson

Commissioner  
Jose R. Alvarez

Commissioner  
Laura Cattabriga

Commissioner  
Eddie Lim



## North Bay Village

Administrative Offices

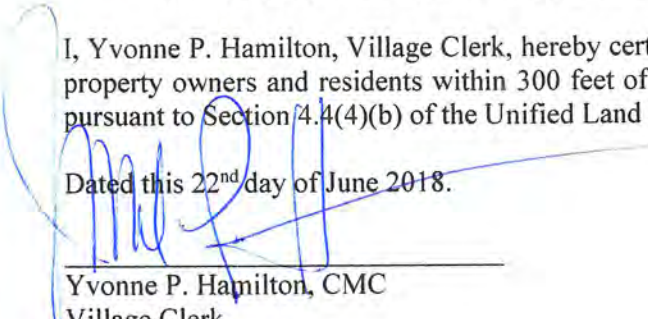
1666 Kennedy Causeway, Suite 300, North Bay Village, FL 33141

Tel: (305) 756-7171 | Fax: (305) 756-7722 | Website: [www.nbvillage.com](http://www.nbvillage.com)

**RE: A REQUEST BY JOSEPH GRECO, PROPERTY OWNER OF 7516 BUCCANEER AVENUE, TREASURE ISLAND, NORTH BAY VILLAGE, FLORIDA, FOR A VARIANCE PURSUANT TO SECTION 7.4 OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE, FROM THE STRICT APPLICATION OF SECTION 8.13(M)(2)(b), TO CONSTRUCT A SWIMMING POOL WITH A 5.78 FOOT REAR SETBACK, WHERE 7.5 FEET IS REQUIRED.**

I, Yvonne P. Hamilton, Village Clerk, hereby certify the attached Notice of Public Hearing was mailed to property owners and residents within 300 feet of the property of the subject request on June 22<sup>nd</sup>, 2018, pursuant to Section 4.4(4)(b) of the Unified Land Development Code.

Dated this 22<sup>nd</sup> day of June 2018.

  
\_\_\_\_\_  
Yvonne P. Hamilton, CMC  
Village Clerk

(North Bay Village Commission Meeting – July 10, 2018)

Mayor  
Connie Leon-Kreps

Vice Mayor  
Andreana Jackson

Commissioner  
Jose R. Alvarez

Commissioner  
Laura Cattabriga

Commissioner  
Eddie Lim





## North Bay Village

Administrative Offices

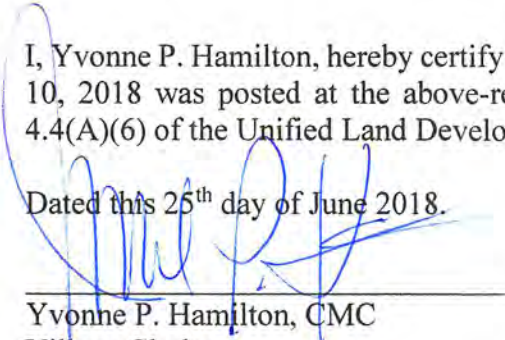
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Tel: (305) 756-7171 Fax: (305) 756-7722 Website: [www.nbvillage.com](http://www.nbvillage.com)

**RE: A REQUEST BY JOSEPH GRECO, PROPERTY OWNER OF 7516 BUCCANEER AVENUE, TREASURE ISLAND, NORTH BAY VILLAGE, FLORIDA, FOR A VARIANCE PURSUANT TO SECTION 7.4 OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE, FROM THE STRICT APPLICATION OF SECTION 8.13(M)(2)(b), TO CONSTRUCT A SWIMMING POOL WITH A 5.78 FOOT REAR SETBACK, WHERE 7.5 FEET IS REQUIRED.**

I, Yvonne P. Hamilton, hereby certify that the attached Notice of Public Hearing to be held on July 10, 2018 was posted at the above-referenced property on June 25, 2018, pursuant to Section 4.4(A)(6) of the Unified Land Development Code..

Dated this 25<sup>th</sup> day of June 2018.

  
\_\_\_\_\_  
Yvonne P. Hamilton, CMC  
Village Clerk

(North Bay Village Commission Meeting – July 10, 2018)

Mayor  
Connie Leon-Kreps

Vice Mayor  
Andreanna Jackson

Commissioner  
Jose R. Alvarez

Commissioner  
Laura Cattabriga

Commissioner  
Eddie Lim



## **NORTH BAY VILLAGE NOTICE OF PUBLIC HEARING**

PUBLIC NOTICE IS HEREBY GIVEN THAT THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, WILL HOLD A REGULAR MEETING ON **TUESDAY, JULY 10, 2018** AT 6:30 P.M., OR AS SOON AS POSSIBLE THEREAFTER, AT VILLAGE HALL, 1666 KENNEDY CAUSEWAY, #101, NORTH BAY VILLAGE, FLORIDA. DURING THIS MEETING THE COMMISSION WILL CONSIDER THE FOLLOWING REQUESTS:

1. A REQUEST BY JOSEPH GRECO, PROPERTY OWNER OF 7516 BUCCANEER AVENUE, TREASURE ISLAND, NORTH BAY VILLAGE, FLORIDA, FOR A VARIANCE PURSUANT TO SECTION 7.4 OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE, FROM THE STRICT APPLICATION OF SECTION 8.13(M)(2)(b), TO CONSTRUCT A SWIMMING POOL WITH A 5.78 FOOT REAR SETBACK, WHERE 7.5 FEET IS REQUIRED.

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THIS HEARING MAY BE CONTINUED FROM TIME TO TIME AS NECESSARY, AS DETERMINED BY THE VILLAGE COMMISSION.

YVONNE P. HAMILTON, CMC  
VILLAGE CLERK  
(June 19, 2018)



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Agenda Item 11D

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OWNER/CURRENT OCCUPANT  
1590 S TREASURE DR  
North Bay Village, FL 33141-4127

OWNER/CURRENT OCCUPANT  
1580 S TREASURE DR  
North Bay Village, FL 33141-4127

OWNER/CURRENT OCCUPANT  
1570 S TREASURE DR  
North Bay Village, FL 33141-4127

OWNER/CURRENT OCCUPANT  
1560 S TREASURE DR  
North Bay Village, FL 33141-4127

OWNER/CURRENT OCCUPANT  
1550 S TREASURE DR  
North Bay Village, FL 33141-4127

OWNER/CURRENT OCCUPANT  
1540 S TREASURE DR  
North Bay Village, FL 33141-4127

OWNER/CURRENT OCCUPANT  
7537 BOUNTY AVE  
North Bay Village, FL 33141-4109

OWNER/CURRENT OCCUPANT  
7533 BOUNTY AVE  
North Bay Village, FL 33141-4109

OWNER/CURRENT OCCUPANT  
7529 BOUNTY AVE  
North Bay Village, FL 33141-4109

OWNER/CURRENT OCCUPANT  
7525 BOUNTY AVE  
North Bay Village, FL 33141-4109

OWNER/CURRENT OCCUPANT  
7521 BOUNTY AVE  
North Bay Village, FL 33141-4109

OWNER/CURRENT OCCUPANT  
7517 BOUNTY AVE  
North Bay Village, FL 33141-4109

OWNER/CURRENT OCCUPANT  
7513 BOUNTY AVE  
North Bay Village, FL 33141-4109

OWNER/CURRENT OCCUPANT  
7509 BOUNTY AVE  
North Bay Village, FL 33141-4109

OWNER/CURRENT OCCUPANT  
7505 BOUNTY AVE  
North Bay Village, FL 33141-4109

OWNER/CURRENT OCCUPANT  
1541 S TREASURE DR  
North Bay Village, FL 33141-4126

OWNER/CURRENT OCCUPANT  
1571 S TREASURE DR  
North Bay Village, FL 33141-4126

OWNER/CURRENT OCCUPANT  
7504 BUCCANEER AVE  
North Bay Village, FL 33141-4112

OWNER/CURRENT OCCUPANT  
7508 BUCCANEER AVE  
North Bay Village, FL 33141-4112

OWNER/CURRENT OCCUPANT  
7512 BUCCANEER AVE  
North Bay Village, FL 33141-4112

OWNER/CURRENT OCCUPANT  
7516 BUCCANEER AVE  
North Bay Village, FL 33141-4112

OWNER/CURRENT OCCUPANT  
7520 BUCCANEER AVE  
North Bay Village, FL 33141-4112

OWNER/CURRENT OCCUPANT  
7524 BUCCANEER AVE  
North Bay Village, FL 33141-4112

OWNER/CURRENT OCCUPANT  
7528 BUCCANEER AVE  
North Bay Village, FL 33141-4112

OWNER/CURRENT OCCUPANT  
7532 BUCCANEER AVE  
North Bay Village, FL 33141-4112

OWNER/CURRENT OCCUPANT  
7536 BUCCANEER AVE  
North Bay Village, FL 33141-4112

OWNER/CURRENT OCCUPANT  
7537 BUCCANEER AVE  
North Bay Village, FL 33141-4111

OWNER/CURRENT OCCUPANT  
7533 BUCCANEER AVE  
North Bay Village, FL 33141-4111

OWNER/CURRENT OCCUPANT  
7529 BUCCANEER AVE  
North Bay Village, FL 33141-4111

OWNER/CURRENT OCCUPANT  
7525 BUCCANEER AVE  
North Bay Village, FL 33141-4111





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# Agenda Item 11D

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OWNER/CURRENT OCCUPANT  
7521 BUCCANEER AVE  
North Bay Village, FL 33141-4111

OWNER/CURRENT OCCUPANT  
7517 BUCCANEER AVE  
North Bay Village, FL 33141-4111

OWNER/CURRENT OCCUPANT  
7513 BUCCANEER AVE  
North Bay Village, FL 33141-4111

OWNER/CURRENT OCCUPANT  
7509 BUCCANEER AVE  
North Bay Village, FL 33141-4111

OWNER/CURRENT OCCUPANT  
7505 BUCCANEER AVE  
North Bay Village, FL 33141-4111

OWNER/CURRENT OCCUPANT  
1601 S TREASURE DR  
North Bay Village, FL 33141-4128

OWNER/CURRENT OCCUPANT  
1621 S TREASURE DR  
North Bay Village, FL 33141-4128

OWNER/CURRENT OCCUPANT  
7504 CUTLASS AVE  
North Bay Village, FL 33141-4114

OWNER/CURRENT OCCUPANT  
7508 CUTLASS AVE  
North Bay Village, FL 33141-4114

OWNER/CURRENT OCCUPANT  
7512 CUTLASS AVE  
North Bay Village, FL 33141-4114

OWNER/CURRENT OCCUPANT  
7516 CUTLASS AVE  
North Bay Village, FL 33141-4114

OWNER/CURRENT OCCUPANT  
7520 CUTLASS AVE  
North Bay Village, FL 33141-4114

OWNER/CURRENT OCCUPANT  
7524 CUTLASS AVE  
North Bay Village, FL 33141-4114

OWNER/CURRENT OCCUPANT  
7528 CUTLASS AVE  
North Bay Village, FL 33141-4114

OWNER/CURRENT OCCUPANT  
7532 CUTLASS AVE  
North Bay Village, FL 33141-4114

OWNER/CURRENT OCCUPANT  
7536 CUTLASS AVE  
North Bay Village, FL 33141-4114

OWNER/CURRENT OCCUPANT  
7525 ADVENTURE AVE  
North Bay Village, FL 33141-4107

OWNER/CURRENT OCCUPANT  
7521 ADVENTURE AVE  
North Bay Village, FL 33141-4107

OWNER/CURRENT OCCUPANT  
7517 ADVENTURE AVE  
North Bay Village, FL 33141-4107

OWNER/CURRENT OCCUPANT  
7513 ADVENTURE AVE  
North Bay Village, FL 33141-4107

OWNER/CURRENT OCCUPANT  
7509 ADVENTURE AVE  
North Bay Village, FL 33141-4107

OWNER/CURRENT OCCUPANT  
7500 BOUNTY AVE  
North Bay Village, FL 33141-4110

OWNER/CURRENT OCCUPANT  
7504 BOUNTY AVE  
North Bay Village, FL 33141-4110

OWNER/CURRENT OCCUPANT  
7508 BOUNTY AVE  
North Bay Village, FL 33141-4110

OWNER/CURRENT OCCUPANT  
7512 BOUNTY AVE  
North Bay Village, FL 33141-4110

OWNER/CURRENT OCCUPANT  
7516 BOUNTY AVE  
North Bay Village, FL 33141-4110

OWNER/CURRENT OCCUPANT  
7520 BOUNTY AVE  
North Bay Village, FL 33141-4110

OWNER/CURRENT OCCUPANT  
7524 BOUNTY AVE  
North Bay Village, FL 33141-4110

OWNER/CURRENT OCCUPANT  
7528 BOUNTY AVE  
North Bay Village, FL 33141-4110

OWNER/CURRENT OCCUPANT  
7532 BOUNTY AVE  
North Bay Village, FL 33141-4110



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Agenda Item 11D

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OWNER/CURRENT OCCUPANT  
7536 BOUNTY AVE  
North Bay Village, FL 33141-4110

, FL



**NORTH BAY VILLAGE  
NOTICE OF PUBLIC HEARING**

PUBLIC NOTICE IS HEREBY GIVEN THAT THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, WILL HOLD A REGULAR MEETING ON **TUESDAY, JULY 10, 2018** AT 6:30 P.M., OR AS SOON AS POSSIBLE THEREAFTER, AT VILLAGE HALL, 1666 KENNEDY CAUSEWAY, #101, NORTH BAY VILLAGE, FLORIDA. DURING THIS MEETING THE COMMISSION WILL CONSIDER THE FOLLOWING REQUESTS:

1. AN APPLICATION BY GRANDVIEW PALACE YACHT CLUB FOR INSTALLATION OF A NEW BOATLIFT WITH A BOARDING PLATFORM AND AN ACCESS PLATFORM ON AN EXISTING DOCK IN SLIPS B47 AND B79 AT THE COMMERCIAL MARINA AT 7601 E. TREASURE DRIVE, TREASURE ISLAND, NORTH BAY VILLAGE, FLORIDA. PURSUANT TO SECTION 9.12(B) OF THE VILLAGE UNIFIED LAND DEVELOPMENT CODE.
2. AN APPLICATION BY GRANDVIEW PALACE YACHT CLUB FOR INSTALLATION OF A NEW BOATLIFT WITH A BOARDING PLATFORM AND AN ACCESS PLATFORM ON AN EXISTING DOCK IN SLIP A34 AT THE COMMERCIAL MARINA AT 7601 E. TREASURE DRIVE, TREASURE ISLAND, NORTH BAY VILLAGE, FLORIDA, PURSUANT TO SECTION 9.12(B) OF THE VILLAGE UNIFIED LAND DEVELOPMENT CODE.
3. A REQUEST BY JOSEPH GRECO, PROPERTY OWNER OF 7516 BUCCANEER AVENUE, TREASURE ISLAND, NORTH BAY VILLAGE, FLORIDA. FOR A VARIANCE PURSUANT TO SECTION 7.4 OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE, FROM THE STRICT APPLICATION OF SECTION 8.13(M)(2)(b), TO CONSTRUCT A SWIMMING POOL WITH A 5.78 FOOT REAR SETBACK, WHERE 7.5 FEET IS REQUIRED.
4. AN AMENDMENT TO THE NORTH BAY VILLAGE COMPREHENSIVE PLAN AMENDING THE FUTURE LAND USE ELEMENT, CREATING A TRANSFER OF DENSITY PROGRAM TO ALLOW TRANSFER OF DENSITY FROM VILLAGE OWNED PROPERTIES TO PROPERTIES IN THE MULTI-FAMILY HIGH DENSITY RESIDENTIAL FUTURE LAND USE CATEGORY AND COMMERCIAL FUTURE LAND USE CATEGORY, PROVIDING FOR AN INCREASED MAXIMUM DENSITY ALLOWED FOR PROPERTIES IN THE COMMERCIAL FUTURE LAND USE CATEGORY WITH DIRECT ACCESS TO KENNEDY CAUSEWAY. *(ADOPTION HEARING)*

INTERESTED PERSONS ARE INVITED TO APPEAR AT THIS MEETING OR BE REPRESENTED BY AN AGENT, OR TO EXPRESS THEIR VIEWS IN WRITING ADDRESSED TO THE COMMISSION C/O THE VILLAGE CLERK, 1666 KENNEDY CAUSEWAY, #300, NORTH BAY VILLAGE, FL 33141. THE DOCUMENTS PERTAINING TO THIS PUBLIC HEARING MAY BE INSPECTED AT THE OFFICE OF THE VILLAGE CLERK DURING REGULAR BUSINESS HOURS. INQUIRIES MAY BE DIRECTED TO THAT DEPARTMENT AT (305) 756-7171.

PURSUANT TO SECTION 286.0105, FLORIDA STATUTES IF ANY PERSON DECIDES TO APPEAL ANY DECISION BY THE COMMISSION WITH RESPECT TO THIS OR ANY MATTER CONSIDERED AT ITS MEETING OR ITS HEARING, SUCH PERSON MUST ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

TO REQUEST THIS MATERIAL IN ACCESSIBLE FORMAT, SIGN LANGUAGE INTERPRETERS, INFORMATION ON ACCESS FOR PERSON WITH DISABILITIES, AND/OR ANY ACCOMMODATION TO REVIEW ANY DOCUMENT OR PARTICIPATE IN ANY VILLAGE-SPONSORED PROCEEDING, PLEASE CONTACT (305) 756-7171 FIVE DAYS IN ADVANCE TO INITIATE YOUR REQUEST. TTY USERS MAY ALSO CALL 711 (FLORIDA RELAY SERVICE).

THIS HEARING MAY BE CONTINUED FROM TIME TO TIME AS NECESSARY, AS DETERMINED BY THE VILLAGE COMMISSION.

YVONNE P. HAMILTON, CMC  
VILLAGE CLERK  
*(June 19, 2018)*



## North Bay Village

Administrative Offices


1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

Tel: (305) 756-7171 Fax: (305) 756-7722 Website: [www.nbvillage.com](http://www.nbvillage.com)

### MEMORANDUM North Bay Village

**DATE:** April 26, 2018

**TO:** Yvonne P. Hamilton, CMC  
Village Clerk

**FROM:** Marlen D. Martell, MPA, CFM   
Village Manager

**SUBJECT:** Introduction of Resolution

---

Pursuant to Section 3.08 of the Village Charter, I hereby introduce the following Resolution:

**A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A REQUEST BY JOSPEH GRECO FOR A VARIANCE PURSUANT TO SECTION 7.4(B) OF THE NORTH BAY VILLAGE CODE OF ORDINANCES TO PERMIT A 5.78 FOOT REAR YARD SETBACK FOR THE CONSTRUCTION OF A SWIMMING POOL AT 7516 BUCCANEER AVENUE; PROVIDING FINDINGS, PROVIDING FOR GRANTING THE REQUEST; PROVIDING FOR CONDITIONS; PROVIDING FOR APPEAL; PROVIDING FOR VIOLATIONS; AND PROVIDING FOR AN EFFECTIVE DATE,**

Accordingly, please place the item on the next available agenda.

MDM:yph

Mayor  
Connie Leon-Kreps

Vice Mayor  
Andreanna Jackson

Commissioner  
Jose R. Alvarez

Commissioner  
Laura Cattabriga

Commissioner  
Eddie Lim

# Agenda Item 11D

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A REQUEST BY JOSPEH GRECO FOR A VARIANCE PURSUANT TO SECTION 7.4(B) OF THE NORTH BAY VILLAGE CODE OF ORDINANCES TO PERMIT A 5.78 FOOT REAR YARD SETBACK FOR THE CONSTRUCTION OF A SWIMMING POOL AT 7516 BUCCANEER AVENUE; PROVIDING FINDINGS, PROVIDING FOR GRANTING THE REQUEST; PROVIDING FOR CONDITIONS; PROVIDING FOR APPEAL; PROVIDING FOR VIOLATIONS; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER MARLEN D. MARTELL)**

**WHEREAS**, Joseph Greco has applied to North Bay Village for a Variance to construct a swimming pool at 7516 Buccaneer Avenue, Treasure Island, in the RS-2, Single-Family Medium Density Residential Zoning District, North Bay Village, Florida, to allow a 5.78 foot rear yard setback for a swimming pool where 7.5 feet is required pursuant to Section 8.13(M)(2)(b) of the Village's Unified Land Development Code; and

**WHEREAS**, Section 7.4(b) of the Village Code set forth the authority of the Village Commission to consider and act upon an application for a variance.

**WHEREAS**, in accordance with Section 4.4 of the Village Code, a public hearing by the Planning and Zoning Board was noticed for June 5, 2018 at 7:30 P.M. at Village Hall, 1666 Kennedy Causeway, #101, North Bay Village, Florida 33141 and the Planning and Zoning Board reviewed the application, conducted a public hearing and recommended approval of the request; and

# Agenda Item 11D

**WHEREAS**, in accordance with Section 4.4 of the Village Code, a public hearing by the Village Commission was noticed for July 10, 2018 at Village Hall, 1666 Kennedy Causeway, #101, North Bay Village, Florida 33141 and all interested parties have had the opportunity to address their comments to the Village Commission; and

**NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals.**

The above recitals are true and correct and incorporated into this Resolution by this reference.

**Section 2. Findings.**

In accordance with Section 7.4(B) of the Village Code, the Village Commission finds that:

- A. That there are special circumstances and conditions which are peculiar to the land, structure, or building involved and which are not generally applicable to other lands, structures, or buildings in the same zoning district; that the special circumstances and conditions were not self-created by any person having an interest in the property; and that the strict application of the provisions of the Code of Ordinances would deprive the applicant of the reasonable use of the land, structure, or building for which the variance is sought and would involve an unnecessary hardship for the applicant.
- B. That granting the variance requested will not confer on the applicant any special privilege that is denied by this chapter to other land, structures, or buildings in the same zoning district; and the variance granted is the minimum variance that will make possible the reasonable use of the land, structure, or building.
- C. That granting the variance will be in harmony with the general intent and purpose of the Unified Land Development Code, and that such variance will not be injurious to the neighborhood or otherwise detrimental to the public welfare.

**Section 3. Grant.**

The Variance requested to a permit the construction of a swimming pool at 7516 Buccaneer Avenue with a 5.78 foot rear yard setback, where 7.5 feet is required is hereby granted.

# Agenda Item 11D

## **Section 4. Conditions.**

1. Pursuant to Section 7.5 of the Village Code, the Variance shall lapse after two years of Commission approval if no substantial construction takes place.

## **Section 5. Appeal.**

In accordance with Section 4.6 of the Village Code, the Applicant, or any aggrieved property owner, may appeal the decision of the Village Commission by filing a Writ of Certiorari to the Circuit Court of Miami-Dade County, Florida, in accordance with the Florida Rules of Appellate Procedure.

## **Section 6. Violation of Terms and Conditions.**

Failure to adhere to the approval terms and conditions contained in this shall be considered a violation of this Resolution and persons found violating the Resolution shall be subject to the penalties prescribed by the Village Code, including but not limited to, the revocation of any of the approval(s) granted in this Resolution. The Applicant understands and acknowledges that it must comply with all other applicable requirements of the Village Code before it may commence construction or operation, and that the foregoing approval in this Resolution may be revoked by the Village at any time upon a determination that the Applicant is in non-compliance with the Village Code.

## **Section 7. Effective Date.**

This Resolution shall become effective upon its adoption.

The foregoing Resolution was offered by \_\_\_\_\_, who moved for its adoption. This motion was seconded by \_\_\_\_\_, and upon being put to a vote, the vote was as follows:

### **FINAL VOTE AT ADOPTION:**

Mayor Connie Leon-Kreps	_____
Vice Mayor Andreana Jackson	_____
Commissioner Jose R. Alvarez	_____
Commissioner Laura Cattabriga	_____
Commissioner Eddie Lim	_____

PASSED and ADOPTED this 10th day of July 2018.

\_\_\_\_\_  
MAYOR CONNIE LEON-KREPS



# Agenda Item 11D

**ATTEST:**

---

YVONNE P. HAMILTON, CMC  
Village Clerk

**APPROVED AS TO FORM:**

---

NORMAN C. POWELL, ESQ.  
Village Attorney

North Bay Village Resolution: 7516 West Treasure Drive Swimming Pool Variance.

## Memorandum

**To:** Mayor and Commissioners  
**From:** James G. LaRue, AICP  
**Date:** June 27, 2018  
**Subject:** Transfer of Density Rights Plan Amendments

---

On May 8, 2018, the Village held a public hearing to review the Transfer of Density Rights (TDR) Comprehensive Plan Amendment. The Commission unanimously voted to approve transmittal of the Amendment to the Department of Economic Opportunity (DEO) and other agencies for official review. As of writing this memorandum, DEO and most of the other agencies have issued their comments. While there were no objections, there were a couple of technical assistance comments from DEO.

On a phone conversation with James Stansbury, DEO Planning Bureau Chief, and two staff members, DEO verbally retracted their second comment due to a misunderstanding on their part when the comments were issued.

Proposed policy 2.1.14 has been modified slightly in response to their first comment, to better clarify the TDR allocation and the control mechanisms by which the program is governed. These modifications are highlighted in yellow in the policy below.

**Policy 2.1.14:** A transfer of density rights (TDR) program shall allow additional reallocation of residential density to be approved for new development in the Multi-family High Density Residential Future Land Use Category and the Commercial Future Land Use Category. The sending sites shall be land currently owned by the Village, formerly designated Multi-family High Density Residential Future Land Use, which will not be developed into residential buildings in the future; the Village Hall site on Harbor Island, Vogel Park on Harbor Island, and the public works property on Treasure Island. Total bonus density allocation within the Village shall not exceed the total developable potential of the sending sites. For the purpose of this TDR Program, the development potential of the sending sites equates to a density pool not to exceed 166 dwelling units. Approval of bonus density shall be conditional upon approval by the Village Commission and payment by the developer of a community contribution fee, the standards and procedures for which shall be outlined in the Land Development Code.

1. Total density, including bonus, shall not be approved exceeding 70 dwelling units per acre for any property in the Multi-family High Density Residential Future Land Use Category.
2. Total density, including bonus, shall not be approved exceeding 70 dwelling units per acre for properties without direct access to Kennedy Causeway in the Commercial Future Land Use Category.
3. Total density, including bonus, shall not be approved exceeding 100 dwelling units per acre for properties with direct access to Kennedy Causeway in the Commercial Future Land Use Category.

# Agenda Item 11E

Other agency responses were either statements that the Amendment posed no negative impacts to regional or state resources or technical suggestions to better protect the potential traffic impacts on the Causeway. (See courtesy comments from the Miami-Dade Department of Regulatory and Economic Resources.) Since Village Code requires a traffic study for any proposed major development, there is no need to require a separate traffic analysis for this Amendment. We recommend adoption of the Plan Amendment as presented in the transmittal public hearing on May 8<sup>th</sup> with the additional revisions we are suggesting to Policy 2.1.14. If there are any questions, we will be glad to answer them at the July 10<sup>th</sup>, public hearing.



## North Bay Village

Administrative Offices


1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

### MEMORANDUM North Bay Village

**DATE:** April 11, 2018

**TO:** Yvonne P. Hamilton, CMC  
Village Clerk

**FROM:** Marlen D. Martell, MPA, CFM   
Village Manager

**SUBJECT:** Introduction of Ordinance

---

Pursuant to Section 3.08 of the Village Charter, I hereby introduce the following Ordinance:

**AN AMENDMENT TO THE NORTH BAY VILLAGE COMPREHENSIVE PLAN AMENDING THE FUTURE LAND USE ELEMENT, CREATING A TRANSFER OF DENSITY PROGRAM TO ALLOW TRANSFER OF DENSITY FROM VILLAGE OWNED PROPERTIES TO PROPERTIES IN THE MULTI-FAMILY HIGH DENSITY RESIDENTIAL FUTURE LAND USE CATEGORY AND COMMERCIAL FUTURE LAND USE CATEGORY, PROVIDING FOR AN INCREASED MAXIMUM DENSITY ALLOWED FOR PROPERTIES IN THE COMMERCIAL FUTURE LAND USE CATEGORY WITH DIRECT ACCESS TO KENNEDY CAUSEWAY.**

Accordingly, please place the item on the next available agenda.

MDM:yph

Mayor  
Connie Leon-Kreps

Vice Mayor  
Andreanna Jackson

Commissioner  
Jose R. Alvarez

Commissioner  
Laura Cattabriga

Commissioner  
Eddie Lim



## TRANSFERS OF DENSITY COMPREHENSIVE PLAN AMENDMENT

ORDINANCE NO. \_\_\_\_\_

AN AMENDMENT TO THE NORTH BAY VILLAGE COMPREHENSIVE PLAN AMENDING THE FUTURE LAND USE ELEMENT, CREATING A TRANSFER OF DENSITY PROGRAM TO ALLOW TRANSFER OF DENSITY FROM VILLAGE OWNED PROPERTIES TO PROPERTIES IN THE MULTI-FAMILY HIGH DENSITY RESIDENTIAL FUTURE LAND USE CATEGORY AND COMMERCIAL FUTURE LAND USE CATEGORY, PROVIDING FOR AN INCREASED MAXIMUM DENSITY ALLOWED FOR PROPERTIES IN THE COMMERCIAL FUTURE LAND USE CATEGORY WITH DIRECT ACCESS TO KENNEDY CAUSEWAY. (INTRODUCED BY VILLAGE MANAGER MARLEN D. MARTELL)

WHEREAS, the Mayor and Village Commission desire to encourage development in the Commercial Future Land Use Category;

WHEREAS, the Mayor and Village Commission have concluded that the Village's Comprehensive Plan should be amended to allow the Village to transfer unused development rights from Dr. Paul Vogel Community Park to privately owned parcels.

NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA:

**SECTION 1.** The Future Land Use Element of the North Bay Village Comprehensive Plan is hereby amended as follows:

\* \* \* \* \*

**Policy 2.1.1:** ~~Reconsider~~ Periodically review the Village's current balance of land uses and revise the Village's Comprehensive Plan and Land Development Regulations as necessary current and future land use plans as well as develop regulations to reflect the findings.

**Policy 2.1.2:** Adopt the following Future Land Use categories consistent with the Future Land Use Map and further defined in Land Development Regulations:

*Residential* – Residential areas with dwelling units used for permanent housing and subdivided into three districts based on density: Single family or low density allowing up to six dwelling units per acre, multi-family medium density allowing up to 40 units per acre, and multi-family high density allowing ~~up to~~ up to 70 dwelling units per acre with ancillary commercial up to 0.5 FAR.

*Commercial* – A broad range of general and professional office, retail, banking, hotel, ~~and~~ service establishments up to 3.0 FAR, and high density residential ~~up to 70 dwelling units per acre.~~

# Agenda Item 11E

*Recreation and open space* – Permanent public parks and open spaces for recreational use, protection of natural resources, and urban buffers up to 0.25 FAR.

*Educational* – Public schools and ancillary facilities up to 2.0 FAR.

*Public Buildings and Grounds* – Government provided uses and facilities primarily serving the public up to 2.0 FAR.

*Institutional* – A non-profit or quasi-public use, including, but not limited to religious facilities, nursing homes, community centers, public or private schools or colleges, and hospitals or clinics up to 2.0 FAR.

*Marina* – Areas where boat docking facilities are offered for rent including docks and dry storage facilities up to 0.5 FAR.

Intensity standards, FAR (Floor Area Ratio), for the above non-residential Future Land Use categories are as follows:

	FAR
Commercial	3.0
Recreation and Open Space	0.25
Educational	2.0
Public Buildings and Grounds	2.0
Institutional	2.0
Marina	0.5

\* \* \* \* \*

**Policy 2.1.13:** In order to further limit future residential uses within the Commercial Future Land Use category, the following restrictions apply:

1. Redevelopment of existing commercial uses will not be allowed unless the new development contains a commercial building square footage equal to at least fifty percent (50%) of the existing commercial use;
2. There will be no complete substitution of residential for commercial uses in the Village's Commercial Future Land Use category. The minimum cumulative total floor area for commercial uses in all areas designated for the Commercial Future Land Use category is twenty-five percent (25%);
3. The Commercial Future Land Use Category will have a maximum FAR (floor area ratio) of 3.0 for commercial uses only, which includes hotels;
4. All new dwelling units that can be built within the Commercial Future Land Use category shall not exceed 70 dwelling units per acre

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**Policy 2.1.14:** A transfer of density rights (TDR) program shall allow additional realization of residential density to be approved for new development in the Multi-family High Density Residential Future Land Use Category and the Commercial Future Land Use Category. (he sending sites shall be land currently owned by the Village, formerly designated,

Multi-family High Density Residential Future Land Use which will not be developed into residential buildings in the future; the Village Hall site on Harbor Island, Vogel Park on Harbor Island, and the public works property on Treasure Island. Total bonus density allocation within the Village shall not exceed the total developable potential of the sending sites. For the purpose of this TDR Program, the development potential of the sending sites equates to a density pool not to exceed 166 dwelling units. Approval of bonus density shall be conditional upon approval by the Village Commission and payment by the developer of a community contribution fee, the standards and procedures for which shall be outlined in the Land Development Code.

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1. Total density, including bonus, shall not be approved exceeding 70 dwelling units per acre for any property in the Multi-family High Density Residential Future Land Use Category.
2. Total density, including bonus, shall not be approved exceeding 70 dwelling units per acre for properties without direct access to Kennedy Causeway in the Commercial Future Land Use Category.
3. Total density, including bonus, shall not be approved exceeding 100 dwelling units per acre for properties with direct access to Kennedy Causeway in the Commercial Future Land Use Category.

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\* \* \* \* \*

Policy 2.3.7: Schools shall be allowed in the ~~RM-70~~ Multi-Family High Density and Educational land use categories.

**SECTION 2. REPEALER.**

All ordinances or parts of ordinances and all section and parts of sections in conflict herewith be and the same are hereby repealed.

**SECTION 3. SEVERABILITY.**

If any section, subsection, clause or provision of this Ordinance is held invalid, the remainder shall not be affected by such invalidity.

**SECTION 4. EFFECTIVE DATE.**

This Ordinance shall be effective immediately upon adoption on second reading.

The foregoing Ordinance was offered by \_\_\_\_\_, who moved for its approval on first reading. This motion was seconded by \_\_\_\_\_, and upon being put to a vote, the vote was as follows:

**THE VOTES WERE AS FOLLOW:**

Mayor Connie Leon-Kreps \_\_\_\_\_  
Vice Mayor Andreana Jackson \_\_\_\_\_



# Agenda Item 11E

Commissioner Jose Alvarez \_\_\_\_\_  
Commissioner Laura Cattabriga \_\_\_\_\_  
Commissioner Eddie Lim \_\_\_\_\_

**APPROVED ON FIRST READING** during a regular session of the North Bay Village Commission Meeting this \_\_\_\_ day of \_\_\_\_\_ 2018.

The foregoing Ordinance was offered by \_\_\_\_\_, who moved for its enactment. This motion was seconded by \_\_\_\_\_ and upon being put to a vote, the vote was as follows:

**FINAL VOTE ON ADOPTION:**

Mayor Connie Leon-Kreps \_\_\_\_\_  
Vice Mayor Andreana Jackson \_\_\_\_\_  
Commissioner Jose Alvarez \_\_\_\_\_  
Commissioner Laura Cattabriga \_\_\_\_\_  
Commissioner Eddie Lim \_\_\_\_\_

**PASSED AND ENACTED** by the Commission of North Bay Village this \_\_\_\_ day of \_\_\_\_\_ 2018.

\_\_\_\_\_  
Connie Leon-Kreps  
Mayor

**ATTEST:**

\_\_\_\_\_  
Yvonne Hamilton, CMC  
Village Clerk

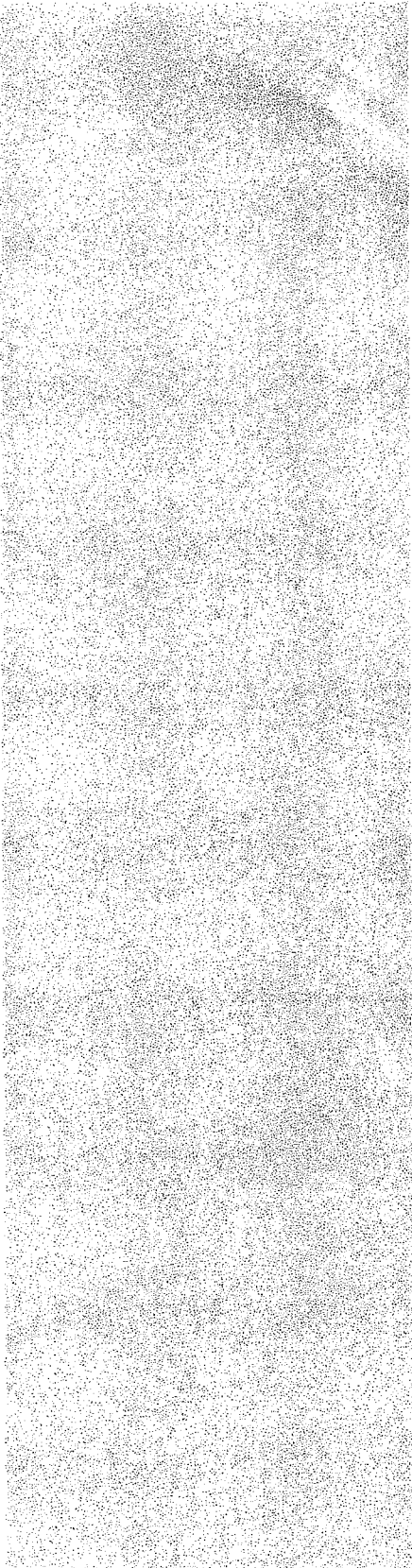
**APPROVED AS TO FORM FOR THE USE OF NORTH BAY VILLAGE ONLY:**

\_\_\_\_\_  
Norman C. Powell, Esq.

Village Attorney

North Bay Village Ordinance: Comprehensive Plan Text Amendment – Transfer of Density

Draft



## FUTURE LAND USE ELEMENT Goals, Objectives, and Policies

**GOAL:** Secure the maximum physical, economic, and social welfare for the Village and its residents through the thoughtful use and development of land, buildings, streets, and public facilities, while maintaining its existing character as an attractive waterfront residential environment.

To implement this goal, the Village has further established the following objectives and policies.

**Objective 2.1:** Manage future growth and development by implementing and enforcing all existing plans and regulations and by preparing and adopting new regulations as needed.

**Policy 2.1.1:** ~~Reconsider~~ Periodically review the Village's current balance of land uses and revise the Village's Comprehensive Plan and Land Development Regulations as necessary ~~current and future land use plans as well as develop regulations to reflect the findings.~~

**Policy 2.1.2:** Adopt the following Future Land Use categories consistent with the Future Land Use Map and further defined in Land Development Regulations:

*Residential* – Residential areas with dwelling units used for permanent housing and subdivided into three districts based on density: Single family or low density allowing up to six dwelling units per acre, multi-family medium density allowing up to 40 units per acre, and multi-family high density allowing ~~up to~~ up to 70 dwelling units per acre with ancillary commercial up to 0.5 FAR.

*Commercial* – A broad range of general and professional office, retail, banking, hotel, and service establishments up to 3.0 FAR; and high density residential up to 70 dwelling units per acre.

*Recreation and open space* – Permanent public parks and open spaces for recreational use, protection of natural resources, and urban buffers up to 0.25 FAR.

*Educational* – Public schools and ancillary facilities up to 2.0 FAR.

*Public Buildings and Grounds* – Government provided uses and facilities primarily serving the public up to 2.0 FAR.

*Institutional* – A non-profit or quasi-public use, including, but not limited to religious facilities, nursing homes, community centers, public or private schools or colleges, and hospitals or clinics up to 2.0 FAR.

*Marina* – Areas where boat docking facilities are offered for rent including docks and dry storage facilities up to 0.5 FAR.

~~Intensity standards, FAR, and Area Ratio for these uses are as follows:~~

Residential	1.5F
Commercial	3.0
Recreation and Open Space	0.25
Educational	2.0
Public Buildings and Grounds	2.0

# Agenda Item 11E

~~Residential~~  
~~Permits~~

- Policy 2.1.3:** Prohibit infilling of lots, expansion of existing uses, or replacement of land uses with development that is incompatible with the Future Land Use Plan by strict enforcement of development regulations.
- Policy 2.1.4:** Continue to revise the Land Development Regulations to reflect a more comprehensive definition of mixed use.
- Policy 2.1.5:** Require developers of all projects to furnish proof of availability of public services and facilities prior to receiving any development order or permit. In those instances when services or facilities are not or will not be available, development approval will be withheld unless there is an agreed upon plan between the Village and the developer to provide such services and/or facilities.
- Policy 2.1.6:** Maintain the existing monitoring mechanism allowing the Village to keep abreast of the regulatory responsibilities and activities of other units of government which might have impacts upon the Village.
- Policy 2.1.7:** Ensure that all development orders and permits are consistent with the goals and objectives of the Village's Flood Damage Ordinance and withhold such orders and permits when they conflict with the Ordinance.
- Policy 2.1.8:** Ensure that all development orders and permits are consistent with the Village's stormwater management program and withhold such orders and permits when they conflict with the program.
- Policy 2.1.9:** Continue to ensure that all new development is consistent with the goals and objectives and levels of service established by the various Elements of the adopted Comprehensive Plan.
- Policy 2.1.10:** Require unsubdivided lands to be subdivided prior to the issuance of future building permits.
- Policy 2.1.11:** Require unplatted parcels to be platted prior to the issuance of future development orders or building permits of any kind.
- Policy 2.1.12:** Provide for Multi-Family (High Density) Residential use in Commercial Future Land Use categories when consistent with the Concurrency provisions of the Village's Land Development Regulations and when deemed compatible with abutting land use(s).
- Furthermore, applicants for such special exception use shall demonstrate:
1. that proposed location and site is appropriate for the use,
  2. how the utilities and other service requirements can be met, and
  3. how the impact of traffic generated will be mitigated, off-site and on-site.
- Policy 2.1.13:** In order to further limit future residential uses within the Commercial Future Land Use category, the following restrictions apply:
1. Redevelopment of existing commercial uses will not be allowed unless the new development contains a commercial building square footage equal to at least fifty percent (50%) of the existing commercial use;



# Agenda Item 11E

2. There will be no complete substitution of residential for commercial uses in the Village's Commercial Future Land Use category. The minimum cumulative total floor area for commercial uses in all areas designated for the Commercial Future Land Use category is twenty-five percent (25%);
3. The Commercial Future Land Use Category will have a maximum FAR (floor area ratio) of 3.0 for commercial uses only, which includes hotels;
4. ~~All new dwelling units that can be built within the Commercial Future Land Use category shall not exceed 70 dwelling units per acre.~~

**Policy 2.1.14:** A transfer of density rights (TDR) program shall allow additional reallocation of residential density to be approved for new development in the Multi-family High Density Residential Future Land Use Category and the Commercial Future Land Use Category. The sending sites shall be land currently owned by the Village, formerly designated Multi-family High Density Residential Future Land Use, which will not be developed into residential buildings in the future: the Village Hall site on Harbor Island, Vogel Park on Harbor Island, and the public works property on Treasure Island. Total bonus density allocation within the Village shall not exceed the total developable potential of the sending sites. For the purpose of this TDR Program, the development potential of the sending sites equates to a density pool not to exceed 166 dwelling units. Approval of bonus density shall be conditional upon approval by the Village Commission and payment by the developer of a community contribution fee, the standards and procedures for which shall be outlined in the Land Development Code.

1. Total density, including bonus, shall not be approved exceeding 70 dwelling units per acre for any property in the Multi-family High Density Residential Future Land Use Category.
2. Total density, including bonus, shall not be approved exceeding 70 dwelling units per acre for properties without direct access to Kennedy Causeway in the Commercial Future Land Use Category.
3. Total density, including bonus, shall not be approved exceeding 100 dwelling units per acre for properties with direct access to Kennedy Causeway in the Commercial Future Land Use Category.

**Objective 2.2:** Develop a program and policies to promote the Village's character as an attractive waterfront community and direct future development and redevelopment to be consistent with the desired community character and goals, objectives, and policies within the Plan.

**Policy 2.2.1:** Maintain and explore the possibility of upgrading the entry treatments and/or features at the Village entries including aesthetically pleasing signage and lush tropical landscaping that reflect the Village's Community identity and spirit.

**Policy 2.2.2:** The Village shall continue to enhance and improve landscapes and front elevations in neighborhoods and commercial areas.

**Policy 2.2.3:** The Village shall continue to develop and implement the goals of the various Redevelopment/Revitalization Plans for the Kennedy Causeway Redevelopment Area through a strategic planning process.

# Agenda Item 11E

- Policy 2.2.4:** The Village shall further refine and implement the Village’s Vision to improve the character and to promote the identity of the Village, which establishes design criteria and a timetable for the improvement of street intersection elements and street furnishings. In addition, the Village shall continue to develop and implement mechanisms to address the nature and design of crosswalks, signage, benches, sidewalks (including widening, meandering and enhanced sidewalk accessibility), pavement and pavement markings, and other key elements of the public rights-of-way.
- Policy 2.2.5:** The Village shall continue to encourage all future land use development and redevelopment to emphasize aesthetic quality and overall acceptability to local residents.
- Policy 2.2.6:** The Village Planning & Zoning Board shall continue to ensure that proposed development and redevelopment is consistent with written guidelines/architectural code for development and redevelopment.
- Policy 2.2.7:** The Village shall continue to encourage developers to utilize the provisions of the Bay View Overlay regulations for the enhancement of bay views and skyline view corridors for all future development projects along the Kennedy Causeway which provides for taller and thinner silhouettes on the north side and shorter buildings to the south.
- Policy 2.2.8:** Reevaluate the Village’s marina regulations and establish standards for marina development which will ensure compatibility with other land use goals and objectives.
- Policy 2.2.9:** The Village shall promote a mixed-use and vibrant commercial street life through the promotion of quality restaurants, grocery stores, coffee and bagel shops, pharmacies, retail stores, and entertainment centers.
- Policy 2.2.10:** The Village shall continue to seek opportunities to create a community gathering place for recreational, cultural, and art activities.
- Policy 2.2.11** The Village shall develop a strategic plan for the expansion of existing Village businesses and incentivizing new business to locate in the Village.
- Objective 2.3:** **Require future development and redevelopment to be consistent with that indicated in the Future Land Use Element and with any adopted redevelopment plan.**
- Policy 2.3.1:** Continue to strongly enforce all zoning laws.
- Policy 2.3.2:** Protect distinct functional areas and districts from intrusion and encroachment of incompatible uses by strict compliance to the land use plan.
- Policy 2.3.3:** North Bay Village shall use the South Florida Regional Council’s dispute resolution process when necessary to mediate the resolution of conflicts with other local governments and regional agencies. The Village may use alternative procedures whenever appropriate for the matter of imminent dispute, including agreements authorized by Section 163.3177, F.S., or other non-judicial approaches.
- Policy 2.3.4:** The Village, although not currently impacted, shall enter into any appropriate agreement with the State of Florida University System or the Miami-Dade County School Board regarding campus master plans.
- Policy 2.3.5:** During pre-development program planning and site selection activities, the Village, as



# Agenda Item 11E

service provider, will coordinate with the Miami-Dade County Public School system to consider all reasonable opportunities to co-locate new libraries, parks, and other facilities with public schools, where compatible, and the potential exists to create logical focal points for community activity. Early review and coordination activities will be modified as necessary to timely consider these potentials.

**Policy 2.3.6:** North Bay Village will maintain, as a particular area of attention in its planning program, a systematic review of the aesthetics and physical conditions between its boundary and those between unincorporated areas and other cities in an effort to improve the appearance of these areas and the compatibility and transition between the adjoining communities. Joint planning area agreements will be implemented if appropriate.

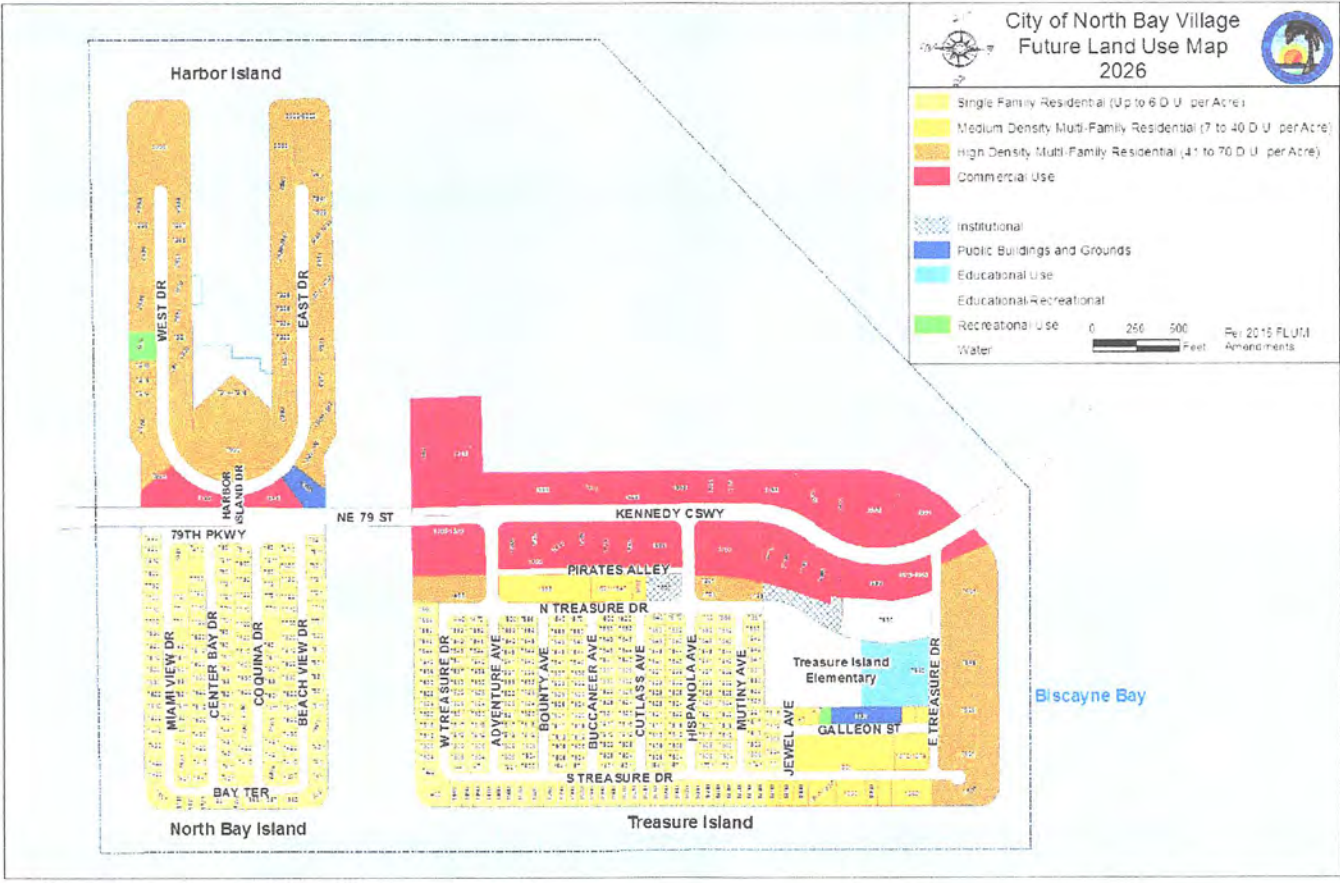
**Policy 2.3.7:** Schools shall be allowed in the ~~Multi-Family~~ **Multi-Family** High Density and Educational land use categories.

**Objective 2.4:** **In accordance with the vision of the 2007 Charrette Master Plan, the Village shall encourage taller, narrower, mixed-use buildings on commercial lots on the north side of Kennedy Causeway where such lots front directly on, and provide unimpeded views north to Biscayne Bay.**

**Policy 2.4.1:** The Village shall allow additional building height and larger side setbacks on commercial lots on the north side of Kennedy Causeway to encourage innovative mixed-use infill development, larger view corridors, smaller building footprints, greater open space, and expanded bay Vistas.



# Agenda Item 11E



North Bay Village – Comprehensive Plan  
 Future Land Use Element  
 Amended: ~~May 10, 2017~~ July 10, 2018

**Rick Scott**  
GOVERNOR



**Cissy Proctor**  
EXECUTIVE DIRECTOR

June 22, 2018

The Honorable Connie Leon-Kreps  
Mayor, North Bay Village  
1666 Kennedy Causeway, 3rd Floor  
North Bay Village, FL 33141

Dear Mayor Leon-Kreps:

The Department of Economic Opportunity has completed its review of the proposed comprehensive plan amendment for the North Bay Village (Amendment No. 18-1ESR), which was received on May 23, 2018. We have reviewed the proposed amendment pursuant to Sections 163.3184(2) and (3), Florida Statutes (F.S.), and identified no comment related to important state resources and facilities within the Department's authorized scope of review that will be adversely impacted by the amendment if adopted.

We are, however, providing two (2) technical assistance comments. The Agency's technical assistance comments will not form the basis of a challenge but are offered to strengthen the Village's comprehensive plan or ensure compliance with the provisions of the Community Planning Act. The technical assistance comments are:

Policy 2.1.14 specifies that the total bonus density allocation within the Village shall not exceed the total developable potential of the sending sites, and that such sending sites after transferring the development rights will not be developed into residential buildings in the future. However, there is no transferable residential development capacity from the sending sites. Successful TDR programs rely on strict future land use controls. In response, the Village could revise the TDR program and the amendment to make it consistent with the current future land use designation of the sending areas.

The proposed amendment has the potential to increase the maximum density for the *Multi-family High Density Residential* future land use category by 71%, from 41 dwelling units per acre to 70 dwelling units per acre and a maximum of 70 dwelling units per acre for the *Commercial* future land use category; additional increases in density are possible in combination with existing bonus provisions for areas designated Commercial. The potential to increase residential density within and near the CHHA, now and in the future, could adversely impact hurricane evacuation times. In response, the Village could revise the amendment to preclude density increases within or near to the CHHA or to include strategies that ensure that hurricane evacuation times are not adversely effected by additional density and greater population in the coastal area.

Florida Department of Economic Opportunity | Caldwell Building | 107 E. Madison Street | Tallahassee, FL 32399  
850.245.7105 | [www.floridajobs.org](http://www.floridajobs.org)  
[www.twitter.com/FLDEO](https://www.twitter.com/FLDEO) | [www.facebook.com/FLDEO](https://www.facebook.com/FLDEO)

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# Agenda Item 11E

North Bay Village 18-IESR proposed amendment

June 22, 2018

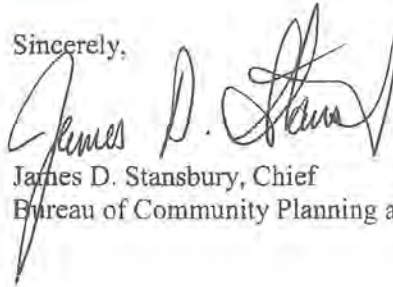
Page 2 of 2

The Village is reminded that pursuant to Section 163.3184(3)(b), F.S., other reviewing agencies have the authority to provide comments directly to the Village. If other reviewing agencies provide comments, we recommend the Village consider appropriate changes to the amendment based on those comments. If unresolved, such comments could form the basis for a challenge to the amendment after adoption.

The Village should act by choosing to adopt, adopt with changes, or not adopt the proposed amendment. Also, please note that Section 163.3184(3)(c)1, F.S., provides that if the second public hearing is not held within 180 days of your receipt of agency comments, the amendment shall be deemed withdrawn unless extended by agreement with notice to the Department of Economic Opportunity and any affected party that provided comment on the amendment. For your assistance, we have enclosed the procedures for adoption and transmittal of the comprehensive plan amendment.

If you have any questions concerning this review, please contact Ed Zeno, at (850)-717-8511, or by email at [Ed.Zeno-Gonzalez@deu.mylflorida.com](mailto:Ed.Zeno-Gonzalez@deu.mylflorida.com).

Sincerely,



James D. Stansbury, Chief  
Bureau of Community Planning and Growth

JDS/ez

Enclosures: Procedures for adoption of comprehensive plan amendments

cc: Marlen D. Martell, Village Manager, North Bay Village  
James G. LaRue, AICP, LaRue Planning & Management Services, Inc., Consultant  
Isabel Cosio Carballo, Executive Director, South Florida Regional Planning Council



# Agenda Item 11E

## SUBMITTAL OF ADOPTED COMPREHENSIVE PLAN AMENDMENTS FOR EXPEDITED STATE REVIEW

Section 163.3184(3), Florida Statutes

**NUMBER OF COPIES TO BE SUBMITTED:** Please submit three complete copies of all comprehensive plan materials, of which one complete paper copy and two complete electronic copies on CD ROM in Portable Document Format (PDF) to the State Land Planning Agency and one copy to each entity below that provided timely comments to the local government: the appropriate Regional Planning Council; Water Management District; Department of Transportation; Department of Environmental Protection; Department of State; the appropriate county (municipal amendments only); the Florida Fish and Wildlife Conservation Commission and the Department of Agriculture and Consumer Services (county plan amendments only); and the Department of Education (amendments relating to public schools); and for certain local governments, the appropriate military installation and any other local government or governmental agency that has filed a written request.

**SUBMITTAL LETTER:** Please include the following information in the cover letter transmitting the adopted amendment:

\_\_\_\_\_ State Land Planning Agency identification number for adopted amendment package;

\_\_\_\_\_ Summary description of the adoption package, including any amendments proposed but not adopted;

\_\_\_\_\_ Identify if concurrency has been rescinded and indicate for which public facilities. (Transportation, schools, recreation and open space).

\_\_\_\_\_ Ordinance number and adoption date;

\_\_\_\_\_ Certification that the adopted amendment(s) has been submitted to all parties that provided timely comments to the local government;

\_\_\_\_\_ Name, title, address, telephone, FAX number and e-mail address of local government contact;

\_\_\_\_\_ Letter signed by the chief elected official or the person designated by the local government.

# Agenda Item 11E

**ADOPTION AMENDMENT PACKAGE:** Please include the following information in the amendment package:

\_\_\_\_\_ In the case of text amendments, changes should be shown in strike-through/underline format.

\_\_\_\_\_ In the case of future land use map amendments, an adopted future land use map, **in color format**, clearly depicting the parcel, its future land use designation, and its adopted designation.

\_\_\_\_\_ A copy of any data and analyses the local government deems appropriate.

**Note:** If the local government is relying on previously submitted data and analysis, no additional data and analysis is required;

\_\_\_\_\_ Copy of the executed ordinance adopting the comprehensive plan amendment(s);

Suggested effective date language for the adoption ordinance for expedited review:

"The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If the amendment is timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance. No development orders, development permits, or development dependent on this amendment may be issued or commence before it has become effective. "

\_\_\_\_\_ List of additional changes made in the adopted amendment that the State Land Planning Agency did not previously review;

\_\_\_\_\_ List of findings of the local governing body, if any, that were not included in the ordinance and which provided the basis of the adoption or determination not to adopt the proposed amendment;

\_\_\_\_\_ Statement indicating the relationship of the additional changes not previously reviewed by the State Land Planning Agency in response to the comment letter from the State Land Planning Agency.



*Florida Department of Transportation*

1000 NW 111 Avenue  
Miami, FL 33122-3800

RIK SCOTT  
GOVERNOR

MIKE DEW  
SECRETARY

May 29, 2018

Mr. James G. LaRue, AICP  
LaRue Planning & Management Services, Inc.  
1375 Jackson Street, Suite 206  
Fort Myers, FL 33901

**Subject: Comments for the North Bay Village 2018 Comprehensive Plan  
Amendment – Creation of Transfer of Density Program  
FDEO #18-1ESR**

Dear Mr. LaRue:

The Florida Department of Transportation, District Six, completed a review of the proposed amendment to the North Bay Village's Comprehensive Plan concerning the creation of a transfer of density program. This program would permit the transfer of residential development rights from Village-owned properties for new development in the Multi-family High Density Residential Future Land Use Category and the Commercial Future Land Use Category. The Village is located approximately 3 miles east of I-95, which is a Strategic Intermodal System (SIS) facility.

In accordance with ss. 163.3161(3) and 163.3184(3)(b), Florida Statutes, the focus of our review was on major transportation issues, including adverse impacts to transportation facilities of state importance. These include SIS, as well as significant regional resources and facilities identified in the Strategic Regional Policy Plan by the South Florida Regional Planning Council. These facilities are vital to the economic vitality, growth and quality of life of the county, region and state. Local governments with transportation concurrency are required under ss. 163.3180(5)(h)1.a., Florida Statutes, to consult with the Department when proposed amendments affect facilities on the SIS.

The District reviewed the amendment package per Chapter 163 Florida Statutes and found the proposed amendment would not significantly impact transportation



# Agenda Item 11E

Mr. James LaRue  
May 29, 2018  
Page 2

resources and facilities of state importance. Please contact me at 305-470-5393 if you have any questions concerning our response.

Sincerely,



Shereen Yee Fong  
Transportation Planner

Cc: Harold Desdunes, P.E., Florida Department of Transportation, District 6  
Dat Huynh, P.E., Florida Department of Transportation, District 6  
Kenneth Jeffries, Florida Department of Transportation, District 6  
Ray Eubanks, Department of Economic Opportunity  
Isabel Moreno, South Florida Regional Planning Council



# Agenda Item 11E



miamidade.gov

Department of Regulatory and Economic Resources  
Planning Division, Metropolitan Planning Section  
111 NW 1 Street • 12<sup>th</sup> Floor  
Miami, Florida 33128-1902  
Telephone: 305-375-2835 Fax: 305-375-2560  
www.miamidade.gov/planning

June 22, 2018

North Bay Village  
c/o Mr. James G. LaRue, AICP, President  
LaRue Planning & Management Services, Inc.  
1375 Jackson Street, Suite 206  
Fort Myers, Florida 33901

Re: North Bay Village Proposed Comprehensive Plan Amendment; DEO No. 18-1ESR

Dear Mr. LaRue:

The Miami-Dade County Department of Regulatory and Economic Resources (Department) has reviewed the proposed amendment to the Village's Comprehensive Plan to amend the Future Land Use Element to create a Transfer of Density Program. Our review is conducted to identify points of consistency or inconsistency with the goals, objectives, policies and relevant provisions of the Miami-Dade County Comprehensive Development Master Plan (CDMP), and whether the proposed amendments impact County public facilities and services.

The amendment proposes to amend the Future Land Use Element to create a Transfer of Density Program to allow density transfers from Village-owned properties to properties designated "Multi-Family High Density Residential," and to properties designated "Commercial" with direct access to the Kennedy Causeway. Based on the information provided and the County CDMP's goals, objectives and policies, the proposed amendment is consistent with the County's CDMP. However, we offer the following courtesy comments:

- The Village is currently in Storm Surge Planning Zone B, which means that it is most vulnerable for a Category 2 or higher hurricane. As an island community, the Village is also vulnerable to increased wave action and could be called to evacuate during a Category 1 storm.
- The John F. Kennedy Causeway provides the only access to and from the Village. The Village should conduct a traffic study, or submit a traffic analysis if one was conducted, in order to identify and determine the potential impacts along the Causeway as a result of increased residential density.

Thank you for the opportunity to comment on the Village's proposed amendment. If you or any member of your staff have any questions, please contact me or Kimberly Brown, AICP, Section Supervisor, at 305-375-2835.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jerry Bell".

Jerry Bell, AICP  
Assistant Director for Planning

JB:GR:KB:smd

c: Ray Eubanks, Florida DEO  
Cathie Perkins, Office of Emergency Management  
Vinod Sandanasamy, Planning Division

# Agenda Item 11E

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**From:** Manning, Terese <tmanning@sfwmd.gov>  
**Sent:** Thursday, June 7, 2018 4:14 PM  
**To:** Jim LaRue (jim@larueplanning.com)  
**Cc:** Ray Eubanks (DCPexternalagencycomments@deo.myflorida.com); James Stansbury (james.stansbury@deo.myflorida.com); Isabel Cosio Carballo (isabelc@sfrpc.com); Isabel Moreno (imoreno@sfrpc.com); Jerry Bell (Jerry.Bell@miamidade.gov)  
**Subject:** North Bay Village Proposed Comprehensive Plan Amendment #18-1ESR

Dear Mr. LaRue:

The South Florida Water Management District (District) has completed its review of the proposed amendment package from North Bay Village (Village). The amendment revises the Village's Future Land Use Element to allow the transfer of density rights from Village owned property to privately owned property. There appear to be no regionally significant water resource issues; therefore, the District has no comments on the proposed amendment package.

The District offers its technical assistance to the Village and the Department of Economic Opportunity in developing sound, sustainable solutions to meet the Village future water supply needs and to protect the region's water resources. Please forward a copy of the adopted amendments to the District. Please contact me if you need assistance or additional information.

Sincerely,

Terry Manning, Policy and Planning Analyst  
South Florida Water Management District  
Water Supply Implementation Unit  
3301 Gun Club Road  
West Palm Beach, FL 33406  
Phone: 561-682-6779  
Fax: 561-681-6264  
E-Mail: [tmanning@sfwmd.gov](mailto:tmanning@sfwmd.gov)



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# Agenda Item 11E

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**From:** Plan\_Review <Plan.Review@dep.state.fl.us>  
**Sent:** Tuesday, June 19, 2018 1:42 PM  
**To:** James G. LaRue; DCPexternalagencycomments  
**Cc:** Plan\_Review  
**Subject:** North Bay Village 18-1ESR Proposed

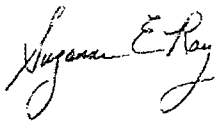
To: Jim LaRue, LaRue Planning

Re: North Bay Village 18-1ESR – Expedited State Review of Proposed Comprehensive Plan Amendment

The Office of Intergovernmental Programs of the Florida Department of Environmental Protection (Department) has reviewed the above-referenced amendment package under the provisions of Chapter 163, Florida Statutes. The Department conducted a detailed review that focused on potential adverse impacts to important state resources and facilities, specifically: air and water pollution; wetlands and other surface waters of the state; federal and state-owned lands and interest in lands, including state parks, greenways and trails, conservation easements; solid waste; and water and wastewater treatment.

Based on our review of the submitted amendment package, the Department has found no provision that, if adopted, would result in adverse impacts to important state resources subject to the Department's jurisdiction.

Please submit all future amendments by email to [plan.review@dep.state.fl.us](mailto:plan.review@dep.state.fl.us). If your submittal is too large to send via email or if you need other assistance, contact Suzanne Ray at (850) 717-9037.



FINANCE

# Welcome to Waltonville, Where the World's Richest Family Reigns

by Tom Metcalf

The largest family fortune on earth is run out of two floors of unmarked suites in Bentonville, Arkansas.

The building is a discreet nerve center for the Walton family's \$152 billion hoard. There are plenty more overt signs of their success in the heart of the city.

The town square features the former five-and-dime store — now a museum — that family patriarch Sam Walton opened in 1950, which was the launchpad for Walmart Inc. Across the square is a branch of Arvest Bank, also owned by the family, while a short walk south brings visitors to the grounds of Crystal Bridges, a \$1.2 billion museum of American art built with Walton money on family-owned land in an Ozark forest.

Then there are the stores, warehouses and low-slung headquarters of Walmart that dot the landscape for miles around and underscore the size of the \$500 billion sales behemoth that's the bedrock of the family fortune.

"Outside of monarchies, this is one of the greatest fortunes ever amassed," said Andy Hart of Delegate Advisors, a multifamily office with locations in San Francisco and Chapel Hill, North Carolina. "Monarchies and kingdoms came by birthright. This was earned."

Investment vehicle Walton Enterprises LLC owns 48 percent of Walmart, worth about \$120 billion. Walton Family Holdings Trust owns an additional 2.5 percent. The combined stake threw off \$3.2 billion of dividends in 2017, the same year the family sold about \$4.1 billion of stock to fund philanthropy and other projects.

Their continued control reflects unusual prescience on the part of Sam Walton, who started preparing for succession in 1953, when he passed 80 percent of the family business to his four children: Alice, Rob, Jim and John. That minimized estate taxes and helped the family retain control even as the company grew into the world's largest retailer.

Six decades later, there are increasing signs that the third generation is starting to hold greater sway. Stewart Walton, 37, replaced his father Jim on Walmart's board in 2016. Wyoming court documents show his cousin, Lukas, 31, has the right to vote the estate's general and limited partner units in Walton Enterprises. A spokeswoman for the family declined to comment for this article.

The younger generation's increasing influence is apparent in downtown Bentonville. An office and retail complex features an eatery backed by Stewart's 34-year-old brother, Tom, and, for a few weeks, hosted a temporary outpost of Rapha, a high-end British cycling brand that the pair bought for a reported \$225 million in 2017. The siblings are also behind the bicycle trails that crisscross the town's outskirts and a new outpost of Crystal Bridges, slated to open in 2020.

"Recent growth is due to the Walton grandchildren," said local realtor Larry Horton, who says real estate prices have



SHUTTERSTOCK

As with other multigenerational fortunes, the Walton family's challenge is ensuring its wealth doesn't dissipate between generations. It helps that many family members' lifestyles aren't lavish.

tripled in the past few years. "They've put a lot of effort into getting younger people here."

It seems to be working. The population is close to 50,000, up from 35,000 in the 2010 census. On a May weeknight, a steady stream of millennials threw back shots in a basement bar that's also part of Tom Walton's Ropeswing Hospitality Group.

"A few years ago you could have fired a scattershot downtown and not hit anyone," said Don Overstreet, whose family jewelry store has been on Bentonville's town square since 1948. "Now look at it."

Sam Walton would approve. "Operate globally, give back locally," was his mantra, according to the company museum.

As with other multigenerational fortunes, the family's challenge is ensuring its wealth doesn't dissipate between generations. It helps that many family members' lifestyles aren't lavish. The Waltons in the area "live modestly," according to Bentonville Mayor Bob McCaslin, who praised the family's influence in Northwest Arkansas. They "call no attention to themselves."

They're also implementing more complex tax strategies than in Sam Walton's day.

The Wyoming court filings obtained by Bloomberg in 2015 showed that the will of Sam Walton's youngest son John gave half of his then-\$17 billion estimated fortune to charitable trusts. The trusts will make annual nontaxable payments under Internal Revenue Service guidelines to the Walton Family Foundation charitable arm until 2036. If investments outperform certain benchmarks, whatever is left at the end goes to Lukas without any tax bill.

Such maneuvers, and the sheer size of their fortune, mean the Waltons are well positioned to remain the world's richest family for some time.

That's good news for Bentonville, which will continue to benefit from the clan's closeness to their hometown. About a mile south of the gleaming buildings of Crystal Bridges sits a largely empty tract of land. Not for long, Walmart said in September it's planning to build its new corporate campus there for an estimated \$1 billion.

Tom Metcalf reports for Bloomberg News.



## NORTH BAY VILLAGE NOTICE OF PUBLIC HEARING

PUBLIC NOTICE IS HEREBY GIVEN THAT THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, WILL HOLD A REGULAR MEETING ON TUESDAY, JULY 10, 2018 AT 6:30 P.M., OR AS SOON AS POSSIBLE THEREAFTER, AT VILLAGE HALL, 1666 KENNEDY CAUSEWAY, #101, NORTH BAY VILLAGE, FLORIDA. DURING THIS MEETING THE COMMISSION WILL CONSIDER THE FOLLOWING ITEM AT PUBLIC HEARING:

1. AN AMENDMENT TO THE NORTH BAY VILLAGE COMPREHENSIVE PLAN AMENDING THE FUTURE LAND USE ELEMENT, CREATING A TRANSFER OF DENSITY PROGRAM TO ALLOW TRANSFER OF DENSITY FROM VILLAGE OWNED PROPERTIES TO PROPERTIES IN THE MULTI-FAMILY HIGH DENSITY RESIDENTIAL FUTURE LAND USE CATEGORY AND COMMERCIAL FUTURE LAND USE CATEGORY, PROVIDING FOR AN INCREASED MAXIMUM DENSITY ALLOWED FOR PROPERTIES IN THE COMMERCIAL FUTURE LAND USE CATEGORY WITH DIRECT ACCESS TO KENNEDY CAUSEWAY. (ADOPTION HEARING)

INTERESTED PERSONS ARE INVITED TO APPEAR AT THIS MEETING OR BE REPRESENTED BY AN AGENT, OR TO EXPRESS THEIR VIEWS IN WRITING ADDRESSED TO THE COMMISSION C/O THE VILLAGE CLERK, 1666 KENNEDY CAUSEWAY, #300, NORTH BAY VILLAGE, FL 33141. THE DOCUMENTS PERTAINING TO THIS PUBLIC HEARING MAY BE INSPECTED AT THE OFFICE OF THE VILLAGE CLERK DURING REGULAR BUSINESS HOURS. INQUIRIES MAY BE DIRECTED TO THAT DEPARTMENT AT (305) 756-7171.

PURSUANT TO SECTION 286.0105, FLORIDA STATUTES IF ANY PERSON DECIDES TO APPEAL ANY DECISION BY THE COMMISSION WITH RESPECT TO THIS OR ANY MATTER CONSIDERED AT ITS MEETING OR ITS HEARING, SUCH PERSON MUST ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

TO REQUEST THIS MATERIAL IN ACCESSIBLE FORMAT, SIGN LANGUAGE INTERPRETERS, INFORMATION ON ACCESS FOR PERSON WITH DISABILITIES, AND/OR ANY ACCOMMODATION TO REVIEW ANY DOCUMENT OR PARTICIPATE IN ANY VILLAGE-SPONSORED PROCEEDINGS, PLEASE CONTACT (305) 756-7171 FIVE DAYS IN ADVANCE TO INITIATE YOUR REQUEST. TTY USERS MAY ALSO CALL 711 (FLORIDA RELAY SERVICE).

THIS HEARING MAY BE CONTINUED FROM TIME TO TIME AS NECESSARY, AS DETERMINED BY THE VILLAGE COMMISSION.

YVONNE P. HAMILTON, CMC  
VILLAGE CLERK

(June 22, 2018)



**NORTH BAY VILLAGE  
NOTICE OF PUBLIC HEARING**

PUBLIC NOTICE IS HEREBY GIVEN THAT THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, WILL HOLD A REGULAR MEETING ON **TUESDAY, JULY 10, 2018** AT 6:30 P.M. OR AS SOON AS POSSIBLE THEREAFTER, AT VILLAGE HALL, 1666 KENNEDY CAUSEWAY, #101, NORTH BAY VILLAGE, FLORIDA. DURING THIS MEETING THE COMMISSION WILL CONSIDER THE FOLLOWING REQUESTS:

1. AN APPLICATION BY GRANDVIEW PALACE YACHT CLUB FOR INSTALLATION OF A NEW BOATLIFT WITH A BOARDING PLATFORM AND AN ACCESS PLATFORM ON AN EXISTING DOCK IN SLIPS B47 AND B79 AT THE COMMERCIAL MARINA AT 7601 E. TREASURE DRIVE, TREASURE ISLAND, NORTH BAY VILLAGE, FLORIDA, PURSUANT TO SECTION 9.12(B) OF THE VILLAGE UNIFIED LAND DEVELOPMENT CODE.
2. AN APPLICATION BY GRANDVIEW PALACE YACHT CLUB FOR INSTALLATION OF A NEW BOATLIFT WITH A BOARDING PLATFORM AND AN ACCESS PLATFORM ON AN EXISTING DOCK IN SLIP A34 AT THE COMMERCIAL MARINA AT 7601 E. TREASURE DRIVE, TREASURE ISLAND, NORTH BAY VILLAGE, FLORIDA, PURSUANT TO SECTION 9.12(B) OF THE VILLAGE UNIFIED LAND DEVELOPMENT CODE.
3. A REQUEST BY JOSEPH GRECO, PROPERTY OWNER OF 7516 BUCCANEER AVENUE, TREASURE ISLAND, NORTH BAY VILLAGE, FLORIDA, FOR A VARIANCE PURSUANT TO SECTION 7.4 OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE, FROM THE STRICT APPLICATION OF SECTION 8.13(M)(2)(b), TO CONSTRUCT A SWIMMING POOL, WITH A 5.78 FOOT REAR SETBACK, WHERE 7.5 FEET IS REQUIRED.
4. AN AMENDMENT TO THE NORTH BAY VILLAGE COMPREHENSIVE PLAN AMENDING THE FUTURE LAND USE ELEMENT, CREATING A TRANSFER OF DENSITY PROGRAM TO ALLOW TRANSFER OF DENSITY FROM VILLAGE OWNED PROPERTIES TO PROPERTIES IN THE MULTI-FAMILY HIGH DENSITY RESIDENTIAL FUTURE LAND USE CATEGORY AND COMMERCIAL FUTURE LAND USE CATEGORY, PROVIDING FOR AN INCREASED MAXIMUM DENSITY ALLOWED FOR PROPERTIES IN THE COMMERCIAL FUTURE LAND USE CATEGORY WITH DIRECT ACCESS TO KENNEDY CAUSEWAY. (ADOPTION HEARING)

INTERESTED PERSONS ARE INVITED TO APPEAR AT THIS MEETING OR BE REPRESENTED BY AN AGENT, OR TO EXPRESS THEIR VIEWS IN WRITING ADDRESSED TO THE COMMISSION C/O THE VILLAGE CLERK, 1666 KENNEDY CAUSEWAY, #300, NORTH BAY VILLAGE, FL 33141. THE DOCUMENTS PERTAINING TO THIS PUBLIC HEARING MAY BE INSPECTED AT THE OFFICE OF THE VILLAGE CLERK DURING REGULAR BUSINESS HOURS. INQUIRIES MAY BE DIRECTED TO THAT DEPARTMENT AT (305) 756-7171.

PURSUANT TO SECTION 286.0105, FLORIDA STATUTES IF ANY PERSON DECIDES TO APPEAL ANY DECISION BY THE COMMISSION WITH RESPECT TO THIS OR ANY MATTER CONSIDERED AT ITS MEETING OR ITS HEARING, SUCH PERSON MUST ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

TO REQUEST THIS MATERIAL IN ACCESSIBLE FORMAT, SIGN LANGUAGE INTERPRETERS, INFORMATION ON ACCESS FOR PERSON WITH DISABILITIES, AND/OR ANY ACCOMMODATION TO REVIEW ANY DOCUMENT OR PARTICIPATE IN ANY VILLAGE-SPONSORED PROCEEDING, PLEASE CONTACT (305) 756-7171 FIVE DAYS IN ADVANCE TO INITIATE YOUR REQUEST. TTY USERS MAY ALSO CALL 711 (FLORIDA RELAY SERVICE).

THIS HEARING MAY BE CONTINUED FROM TIME TO TIME AS NECESSARY, AS DETERMINED BY THE VILLAGE COMMISSION.

YVONNE P. HAMILTON, CMC  
VILLAGE CLERK  
(June 19, 2018)



# Agenda Item 13A

## **RESOLUTION NO. 2018-34**

**A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, REPEALING RESOLUTION NUMBER 2013-45 PERTAINING TO VILLAGE EMPLOYEES COMPENSATION DURING PUBLIC EMERGENCY; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER MARLEN D. MARTELL)**

**WHEREAS**, on June 11, 2013, the Village Commission adopted Resolution No. 2013-45 establishing a method and amount of compensation to be paid to Village employees during a public emergency; and

**WHEREAS**, after Hurricane Irma, implementation of the standard of pay set forth in Resolution No. 2013-45 resulted in substantial personnel cost to the Village; and

**WHEREAS**, the Village Commission feels that it is in the best interest of the financial integrity of the Village to revise said payment procedures; and

**WHEREAS**, the Village Commission desires to Repeal Resolution No. 2013-45, while evaluating the compensation process to personnel during public emergency.

**NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA AS FOLLOWS:**

**Section 1.      Recitals.** The above Recitals are true and correct and incorporated herein by this reference.

**Section 2.      Repeal.** Resolution No. 2013-45 is hereby repealed.

**Section 3.      Effective Date.** This Resolution shall take effect immediately upon adoption.

The foregoing Resolution was offered by Commissioner Laura Cattabriga, who moved for its approval on first reading. This motion was seconded by Commissioner Jose Alvarez, and upon being put to a vote, the vote was as follows:

# Agenda Item 13A

**FINAL VOTE AT ADOPTION:**

Mayor Connie Leon-Kreps	<u>Yes</u>
Vice Mayor Andreana Jackson	<u>Yes</u>
Commissioner Jose R. Alvarez	<u>Yes</u>
Commissioner Laura Cattabriga	<u>Yes</u>
Commissioner Eddie Lim	<u>Yes</u>

PASSED and ADOPTED this 12th day of June 2018.

\_\_\_\_\_  
MAYOR CONNIE LEON-KREPS

**ATTEST:**

\_\_\_\_\_  
YVONNE P. HAMILTON, CMC  
Village Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Norman C. Powell, Esq.  
Village Attorney

North Bay Village Resolution: Repeal of Resolution No. 2013-45 – Public Emergency Payment.



# Agenda Item 13A

## RESOLUTION NO. 2013-45

**A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, INCORPORATING A PUBLIC EMERGENCY POLICY INTO THE VILLAGE'S PERSONNEL POLICIES AND PROCEDURES MANUAL DATED SEPTEMBER 18, 2012 PROVIDING THE METHOD AND AMOUNT OF COMPENSATION TO BE PAID TO VILLAGE EMPLOYEES DURING A PUBLIC EMERGENCY; AND PROVIDING FOR AN EFFECTIVE DATE. (*INTRODUCED BY INTERIM VILLAGE MANAGER JENICE ROSADO*)**

**WHEREAS**, it is essential to preserve continuity of government and maintain North Bay Village's essential operations before, during and after a Public Emergency; and

**WHEREAS**, it is crucial that Village employees be available for the continuity of government and to maintain the Village's essential operations before, during and after a Public Emergency; and

**WHEREAS**, the Village finds that it is in the best interest of its employees to establish a policy describing the method and amount of compensation to be paid to the Village employees during a Public Emergency; and

**WHEREAS**, the Village Commission desires to amend the Village's Personnel Policies and Procedures Manual dated September 18, 2012, to incorporate this policy as Chapter 3.17 "Public Emergency Policy"; and

**WHEREAS**, the Public Emergency Policy is required to facilitate the accounting for and payment to the Village's employees during a Public Emergency.

**NOW, THEREFORE, IT IS HEREBY RESOLVED BY NORTH BAY VILLAGE, FLORIDA AS FOLLOWS:**

**Section 1. Recitals.** The above recitals are true and correct and are incorporated herein by this reference.

# Agenda Item 13A

**Section 2. Public Emergency Policy.** The Public Emergency Policy is hereby created and adopted and shall be incorporated into the Village's Personnel Policies and Procedures Manual dated September 18, 2012 as follows:

## **SECTION 3.17. PUBLIC EMERGENCY POLICY**

### **1. Definitions**

- a. Public Emergency: Any occurrence, or threat thereof, whether natural, technological, or manmade, in war or in peace, which results or may result in substantial injury or harm to the population or substantial damage to or loss of property. For the purpose of this Resolution, the Village Manager or designee may declare a public emergency within the Village with or without a declaration of a State of Emergency.
- b. Emergency Leave: Time off with pay granted to all Village employees once the Village Manager or designee ceases normal Village operations due to a public emergency. Emergency Leave applies only to an employee's regular work hours during the time that the Village Manager or designee has ceased normal Village operations.
- c. Authorized Employee: An employee approved to do Emergency Response Work and/or to staff the Emergency Operations Center once the Village Manager or designee has ceased the normal operations of the Village due to a public emergency. Authorization for the employee to work under emergency situations will be directly provided to the employees by their supervisor/department head or the Village Manager.

# Agenda Item 13A

- d. Emergency Response Work: Work performed by an Authorized Employee during the time that the Village Manager or designee ceases normal Village operations due to a public emergency.

## 2. Employee Responsibility

- a. All employees questioning their designation and responsibilities during an Emergency Leave shall contact their Supervisor or Department Director to confirm their duties and responsibilities and the fulfillment of such duties and responsibilities.

## 3. Pay Policies

- a. All employees, including the Village Manager, are entitled to receive full pay during the time that the Village Manager or designee has ceased Village operations and has authorized Emergency Leave whether or not they work.
  - 1. Employees who do not work during an Emergency Leave will receive their regular compensation.
  - 2. An Authorized Employee who performs Emergency Response Work will receive additional compensation for actual hours worked.

## 4. Compensation

- a. Compensation for Authorized Employees who perform Emergency Response Work will be as follows:

# Agenda Item 13A

1. Non-exempt/ non union employees will be compensated at two times their regular hourly rate for all hours actually worked. All overtime hours worked during this time will also be compensated at two times an employee's regular hourly rate.
2. Non-exempt / union employees will be compensated at the rates established per their respective union contracts.
3. Exempt employees, including the Village Manager, will be compensated at two times their regular hourly rate for all hours actually worked. All overtime hours worked during this time will also be compensated at two times an employee's regular hourly rate. An exempt employee's hourly rate will be calculated by dividing an employee's annual salary by fifty-two and then dividing by forty.
4. If an employee, for any reason, does not report to work when the Village resumes normal operations and Emergency Leave is no longer in effect, that employee will utilize accrued leave, in accordance with the Employee Policies and Procedures. In the absence of accrued leave, the employee will take leave without pay. It is the responsibility of all employees to notify his or her Supervisor or Department Director if he or she is unable to report to work.

# Agenda Item 13A

## 5. Timesheets

- a. Detailed timesheets for all employees must be submitted to the Finance Department- via ADP to account for all hours worked. For hours worked as “Emergency” the employee will be required to attach to their ADP timesheet a written statement from their supervisor / department director authorizing the work of those emergency hours and the employee must also detail the work performed on each “emergency” work day in the “comments” section of their electronic ADP timesheet.

**Section 3.** **Effective Date.** This Resolution shall become effective immediately upon its adoption.

The motion to adopt the foregoing Resolution was offered by Mayor Connie Leon-Kreps, seconded by Commissioner Jorge Gonzalez.

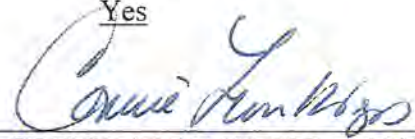
**PASSED AND ADOPTED THIS 11th DAY OF JUNE 2013.**

### FINAL VOTE AT ADOPTION

Mayor Connie Leon Kreps	<u>Yes</u>
Vice Mayor Eddie Lim	<u>Absent</u>
Commissioner Dr. Richard Chervony	<u>Yes</u>
Commissioner Jorge Gonzalez	<u>Yes</u>
Commissioner Wendy Duvall	<u>Yes</u>

ATTEST:

  
\_\_\_\_\_  
YVONNE P. HAMILTON, CMC  
VILLAGE CLERK

  
\_\_\_\_\_  
CONNIE LEON-KREPS, MAYOR

# Agenda Item 13A

APPROVED AS TO FORM AND LEGALITY  
FOR THE USE AND BENEFIT OF NORTH BAY VILLAGE, FLORIDA

  
\_\_\_\_\_  
WEISS SEROTA HELFMAN PASTORIZA COLE & BONISKE, P.L.  
VILLAGE ATTORNEY

North Bay Village Resolution: Public Emergency Pay Policy.



## North Bay Village

Administrative Offices

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

Tel: (305) 756-7171 Fax: (305) 756-7722 Website: [www.nbvillage.com](http://www.nbvillage.com)

**OFFICIAL MINUTES  
REGULAR VILLAGE COMMISSION MEETING  
VILLAGE HALL  
1666 KENNEDY CAUSEWAY, #101  
NORTH BAY VILLAGE, FL 33141  
TUESDAY, JUNE 12, 2018  
7:30 P.M.**

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1. **CALL TO ORDER**

The Commission of North Bay Village, Florida met in regular session, Tuesday, May 8, 2018, beginning at 7:30 P.M. in the Village Commission Chambers, 1666 Kennedy Causeway, #101, North Bay Village, Florida.

**PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was recited.

**ROLL CALL**

Present were the following:

Commissioner Jose Alvarez  
Commissioner Eddie Lim  
Mayor Connie Leon-Kreps  
Commissioner Laura Cattabriga  
Vice Mayor Andreana Jackson

Village Manager Marlen D. Martell  
Assistant Village Manager Yolanda Menegazzo  
Village Attorney Norman C. Powell  
Police Chief Lewis Velken  
Finance Director Bert Wrains  
Public Works Director Juan Valiente  
Deputy Village Manager Grace Mariot  
Village Clerk Yvonne P. Hamilton



2. A. **PROCLAMATIONS AND AWARDS**

1. **ALETHA PLAYER  
AREA MANAGER/EXTERNAL AFFAIRS  
FLORIDA POWER & LIGHT COMPANY**

Ms. Player was presented with a plaque for her commitment to ensuring residents of North Bay Village receive the utmost professional service.

2. **CONNIE EDWARDS RETIREMENT  
POLICE DISPATCHER**

Police Dispatcher Edwards was honored with a plaque for over 30 years of dedicated service to the Village.

B. **CITIZEN PRESENTATIONS TO THE COMMISSION**

**PRESENTATION OF NEW VILLAGE EMPLOYEES:**

Yolanda Menegazzo, Assistant Village Manager

Village Manager Martell introduced new employee Mrs. Menegazzo, but did not move forward with introducing Mr. Wollschlager, Commander of Police Department.

Nicholas Wollschlager, Commander of Police Department

The Village Manger did not move forward with introducing Mr. Wollschlager.

C. **ADDITIONS AND DELETIONS**

Mayor Connie Leon-Kreps moved Item 12A after the Consent Agenda and added two New Business Items entitled “Commission Meeting Time” and “Village Clerk Agreement”.

3. **GOOD & WELFARE**

Commissioner Richard Chervony of 7531 Center Bay Drive addressed the Commission.

At this time a moment of silence was observed for the Pulse Nightclub Massacre.

The following residents also addressed the Commission: Allen Markelson of 8010 East Drive, Kevin Vericker of 7520 Hispanola Avenue, Julianna Strout of 7800 Beach View Drive, and Fane Lozman.

4. **VILLAGE COMMISSION'S REPORT**

Mayor Connie Leon-Kreps, Vice Mayor Andreana Jackson, Commissioner Laura Cattabriga, Commissioner Eddie Lim, and Commissioner Alvarez all provided oral reports.

5. **GRANT WRITER'S REPORT**

Village Grant Writer Lakeesha Morris reported on the status of Village grants.

6. **ADVISORY BOARD REPORTS**

A. **ADVISORY CHARTER REVIEW BOARD**

Chair Julianna Strout provided an update on the Board's progress on revising the Village Charter.

B. **ARTS, CULTURAL & SPECIAL EVENTS BOARD**

A report was not provided.

C. **ANIMAL CONTROL ADVISORY BOARD**

A report was not provided.

D. **BUSINESS DEVELOPMENT ADVISORY BOARD**

A report was not provided.

E. **CITIZENS BUDGET & OVERSIGHT BOARD**

Chair Julianna Strout provided the Board Report for the June 19<sup>th</sup> Board Meeting.

F. **COMMUNITY ENHANCEMENT BOARD**

A report was not provided.

G. **PLANNING & ZONING BOARD**

A report was not provided.

7. **VILLAGE ATTORNEY'S REPORT**

Village Attorney Norman Powell gave an oral report.

8. **VILLAGE MANAGER'S REPORTS**

Village Engineer Gary Ratay made a presentation on the Village's Water, Sewer, and Stormwater infrastructure projects.

9. **CONSENT AGENDA:** (Matters on the Consent Agenda are self-explanatory and are not expected to require discussion or review. Items will be adopted by one motion. If discussion is desired by any member of the Commission, that item must be removed from the Consent Agenda and will be considered separately.)

A. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE RENEWAL OF FDOT CONTRACT NO. AS368 FOR THE LANDSCAPING MAINTENANCE OF THE 79<sup>TH</sup> STREET CAUSEWAY WITHIN THE CORPORATE LIMITS OF NORTH BAY VILLAGE; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO THE CONTRACT RENEWAL BEGINNING NOVEMBER 3, 2018 AND ENDING ON NOVEMBER 2, 2019 WITH AN ANNUAL FDOT PAYMENT TO THE VILLAGE FOR SAID MAINTENANCE IN THE AMOUNT OF \$2,836.00; SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER MARLEN D. MARTELL)

B. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING AMENDMENT NO. 2 TO THE DRINKING WATER STATE REVOLVING FUND LOAN AGREEMENT, NO. DW130400, BETWEEN THE VILLAGE AND THE STATE OF FLORIDA, DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR THE WATER MAIN REHABILITATION PROGRAM PERTAINING TO THE PROJECT SCHEDULE AND LOAN REPAYMENT; AUTHORIZING VILLAGE OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE AMENDMENT; AUTHORIZING EXECUTION OF THE AMENDMENT; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER MARLEN D. MARTELL)

- C. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING AMENDMENT NO. 2 TO THE DRINKING WATER STATE REVOLVING FUND LOAN AGREEMENT, NO. DW130420, BETWEEN THE VILLAGE AND THE STATE OF FLORIDA, DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR THE WATER METER REPLACEMENT PROGRAM; PERTAINING TO THE PROJECT SCHEDULE AND LOAN REPAYMENT; AUTHORIZING VILLAGE OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE AMENDMENT; AUTHORIZING EXECUTION OF THE AMENDMENT; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER MARLEN D. MARTELL)**

Vice Mayor Andreana Jackson moved to approve the Consent Agenda items. Commissioner Eddie Lim seconded the motion, which was adopted by a 5-0 roll call vote. The vote was as follows: Mayor Connie Leon-Kreps, Commissioner Eddie Lim, Commissioner Jose Alvarez, Commissioner Laura Cattabriga, and Vice Mayor Andreana Jackson all voting Yes.

**12. UNFINISHED BUSINESS**

- A. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING ITS PROPORTIONATE SHARE OF FUNDING FOR A SCHOOL REGISTERED NURSE FOR TREASURE ISLAND ELEMENTARY SCHOOL; BUDGETING AND APPROPRIATING FUNDS; AUTHORIZING THE EXPENDITURE OF BUDGETED FUNDS; AND PROVIDING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER MARLEN D. MARTELL) – Deferred from May 8, 2018**

The Village Clerk read the Resolution by title.

Leslie Rosenfeld, Organizational Development Coordinator from City of Miami Beach, gave a presentation on the Registered Nurse Program, and clarified the Village partnership in the program for service at Treasure Island Elementary School, which would cost \$6,600 for a mental health counselor for one day plus an additional \$8,000 for two days.

Commissioner Laura Cattabriga moved to approve the Resolution for one day of mental health service for \$6,600, and Commissioner Jose Alvarez seconded the motion.

The Mayor opened the floor to public comments.

Gudrin Volker of 7517 Cutlass Avenue addressed the Commission.

The Mayor closed the floor to public comments.

The motion was adopted by a 5-0 roll call vote. The vote was as follows: Vice Mayor Andreana Jackson, Mayor Connie Leon-Kreps, Commissioner Eddie Lim, Commissioner Jose Alvarez, and Commissioner Laura Cattabriga all voting Yes.

**10. ORDINANCES FOR FIRST READING AND RESOLUTIONS**

- A. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, REPEALING RESOLUTION NUMBER 2013-45 PERTAINING TO VILLAGE EMPLOYEES COMPENSATION DURING PUBLIC EMERGENCY; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER MARLEN D. MARTELL)**

The Village Clerk read the Resolution by title.

Village Manager Martell and Village Attorney Norman Powell explained the item to the Commission.

Commissioner Laura Cattabriga moved to approve the Resolution, and Commissioner Jose Alvarez seconded the motion.

The Mayor opened the floor to public comments.

Fane Lozman addressed the Commission.

The Mayor closed the floor to public comments.

The motion was adopted by a 5-0 roll call vote. The vote was as follows: Vice Mayor Andreana Jackson, Mayor Connie Leon-Kreps, Commissioner Eddie Lim, Commissioner Jose Alvarez, and Commissioner Laura Cattabriga all voting Yes.

- B. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE SECOND ADDENDUM TO THE LEASE AGREEMENT (“LEASE”) BETWEEN NORTH BAY VILLAGE (“VILLAGE”) AND CAUSEWAY TOWER LLC (“LESSOR”), FOR THE USE OF OFFICE SPACE LOCATED AT 1666 KENNEDY CAUSEWAY, SUITE 101; PROVIDING FOR EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER MARLEN D. MARTELL)**

The Village Clerk read the Resolution by title.

The Village Attorney presented the item to the Commission.

Vice Mayor Andreana Jackson moved to approve the Resolution, and Commissioner Laura Cattabriga seconded the motion.

The Mayor opened the floor to public comments. There being no speakers, the Mayor closed the floor to public comments.

The motion was adopted by a 5-0 roll call vote. The vote was as follows: Mayor Connie Leon-Kreps, Commissioner Eddie Lim, Commissioner Jose Alvarez, Commissioner Laura Cattabriga, and Vice Mayor Andreana Jackson all voting Yes.

- C. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE THIRD ADDENDUM TO THE LEASE AGREEMENT (“LEASE”) BETWEEN NORTH BAY VILLAGE (“VILLAGE”) AND CAUSEWAY TOWER LLC (“LESSOR”), FOR THE USE OF OFFICE SPACE LOCATED AT 1666 KENNEDY CAUSEWAY, SUITE 300; PROVIDING FOR EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER MARLEN D. MARTELL)**

The Village Clerk read the Resolution by title.

Village Attorney Norman Powell presented the item to the Commission.

Vice Mayor Andreana Jackson moved to approve the Resolution, and Commissioner Laura Cattabriga seconded the motion.

The Mayor opened the floor to public comments. There being no speakers, the Mayor closed the floor to public comments.

The motion was adopted by a 5-0 roll call vote. The vote was as follows: Mayor Connie Leon-Kreps, Commissioner Eddie Lim, Commissioner Jose Alvarez, Commissioner Laura Cattabriga, and Vice Mayor Andreana Jackson all voting Yes.

- D. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA APPROVING AN AGREEMENT WITH RONALD L. BOOK, P.A. FOR LOBBYING CONSULTING SERVICES, IN ACCORDANCE WITH SECTION 36.25(L) OF THE VILLAGE’S PROCUREMENT ORDINANCE; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AUTHORIZING THE EXPENDITURE OF BUDGETED FUNDS; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER MARLEN D. MARTELL)**

The Village Clerk read the Resolution by title.

Village Manager Martell presented the item to the Commission and noted a price reduction from \$70,000 annually for the current lobbyist to \$45,000 for Mr. Book.

Commissioner Eddie Lim moved to approve the Resolution and Commissioner Laura Cattabriga seconded the motion.

The Mayor opened the floor to public comments.

Kevin Vericker of 7520 Hispanola Avenue and Gudrin Volker of 7517 Cutlass Avenue addressed the Commission.

The Mayor closed the floor to public comments.

Vice Mayor Andreana Jackson disclosed that Ron Book donated to her 2016 election campaign.

The motion was adopted by a 5-0 roll call vote. The vote was as follows: Commissioner Jose Alvarez, Commissioner Laura Cattabriga, Vice Mayor Andreana Jackson, Mayor Connie Leon-Kreps, and Commissioner Eddie Lim all voting Yes.

- E. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE EXPENDITURE OF \$20,000 TO PYROTECNICO TO CONDUCT A FIREWORKS DISPLAY FOR THE VILLAGE ON JULY 4<sup>TH</sup>, IN ACCORDANCE WITH SECTION 36.25(L) OF THE VILLAGE'S PROCUREMENT ORDINANCE; AUTHORIZING THE APPROVAL OF FUNDS FROM THE GENERAL FUND RESERVE ACCOUNT; AUTHORIZING THE VILLAGE MANAGER TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER MARLEN D. MARTELL)**

The Village Clerk read the Resolution by title.

Village Manager Martell presented the item to the Commission.

Vice Mayor Andreana Jackson moved to approve the Resolution, and Commissioner Eddie Lim seconded the motion.

The Mayor opened the floor to public comments.

Tim Dennis of 7900 Harbor Island Drive and Raul Toro of 7536 Hispanola Avenue addressed the Commission.



There being no further speakers, the Mayor closed the floor to public comments.

The motion to approve the Resolution failed with one vote in favor and four against. The vote was as follows: Commissioner Laura Cattabriga, Commissioner Eddie Lim, Commissioner Jose Alvarez, and Vice Mayor Andreana Jackson all voting No. Mayor Connie Leon-Kreps voted Yes.

- F. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING AN AGREEMENT WITH THE NEWS DIRECTORS FOR PROVIDING STRATEGIC AND CRISIS COMMUNICATIONS ADVISEMENT TO THE VILLAGE; AUTHORIZING EXECUTION OF THE AGREEMENT; AUTHORIZING THE EXPENDITURE OF BUDGETED FUNDS; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER MARLEN D. MARTELL)**

The Village Clerk read the Resolution by title.

Village Manager Martell presented the item to the Commission.

Commissioner Laura Cattabriga moved to approve the Resolution, and Commissioner Jose Alvarez seconded the motion.

The Mayor opened the floor to public comments.

Kevin Vericker of 7520 Hispanola Avenue, Tony Winton and Brian Andrews of The News Media addressed the Commission.

There being no further speakers, the Mayor closed the floor to public comments.

The motion was adopted by a 4-1 roll call vote. The vote was as follows: Vice Mayor Andreana Jackson, Mayor Connie Leon-Kreps, Commissioner Jose Alvarez, and Commissioner Laura Cattabriga all voting Yes. Commissioner Eddie Lim voted No.

- G. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA APPROVING AN AGREEMENT WITH LAW ENFORCEMENT ACCREDITATION CONSULTANTS, INC. IN ACCORDANCE WITH SECTION 36.25(L) OF THE VILLAGE'S PROCUREMENT ORDINANCE TO PROVIDE ACCREDITATION SERVICES TO THE POLICE DEPARTMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER MARLEN D. MARTELL)**

The Village Clerk read the Resolution by title.

Chief Lewis Velken presented the item to the Commission.

Vice Mayor Andreana Jackson moved to approve the Resolution, and Commissioner Jose Alvarez seconded the motion.

The Mayor opened the floor to public comments. There being no speakers, the Mayor closed the floor to public comments.

The Mayor stated for the record that the civilian employee who was handling the certification did not have the experience and training to complete the process in a timely manner. "And the contracted software company provides general policies and procedures not specific to our agency."

The motion was adopted by a 5-0 roll call vote. The vote was as follows: Mayor Connie Leon-Kreps, Commissioner Eddie Lim, Commissioner Jose Alvarez, Commissioner Laura Cattabriga, and Vice Mayor Andreana Jackson all voting Yes.

**H. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A COVENANT FOR LANDSCAPING WITHIN THE RIGHT-OF-WAY AT 7830 MIAMI VIEW DRIVE; PROVIDING FOR EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER MARLEN D. MARTELL)**

The Village Clerk read the Resolution by title.

Village Planner Jim LaRue presented the item to the Commission, and Village Attorney Powell opined that the process for construction in the public right-of-way should be a recommendation from the Village Manager and staff, with an ultimate decision by the Commission.

Commissioner Laura Cattabriga moved to approve the Resolution, and Commissioner Jose Alvarez seconded the motion.

The Mayor opened the floor to public comments. There being no speakers, the Mayor closed the floor to public comments.

The motion was adopted by a 4-0 roll call vote. The vote was as follows: Vice Mayor Connie Leon-Kreps, Commissioner Eddie Lim, Commissioner Jose Alvarez, and Commissioner Laura Cattabriga all voting Yes. Vice Mayor Andreana Jackson was absent from the dais.

- I. **A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE VILLAGE MANAGER AND AWARDDING RFP NO. NBV 2018-001 FOR VEHICLE TOWING SERVICES FOR THE POLICE DEPARTMENT TO MIDTOWN TOWING AND JUNIOR’S TOW AND STORAGE, LLC.; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO THE RELATED CONTRACTS PURSUANT TO THE SCOPE OF SERVICES OUTLINED IN THE RFP DOCUMENTS; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER MARLEN D. MARTELL)**

The Village Clerk read the Resolution by title.

Finance Director Bert Wrains presented the item to the Commission.

Vice Mayor Andreana Jackson moved to approve the Resolution, and Commissioner Laura Cattabriga seconded the motion.

The Mayor opened the floor to public comments. There being no speakers, the Mayor closed the floor to public comments.

The motion was adopted by a 5-0 roll call vote. The vote was as follows: Mayor Connie Leon-Kreps, Commissioner Eddie Lim, Commissioner Jose Alvarez, Commissioner Laura Cattabriga, and Vice Mayor Andreana Jackson all voting Yes.

**11. PUBLIC HEARINGS ITEMS INCLUDING ORDINANCES FOR SECOND**

**READING:** Please be advised that if you wish to comment upon any of these \quasi-judicial items, please inform the Mayor when she requests public comments. An opportunity for persons to speak on each item will be made available after the applicant and staffs have made their presentations on each item. All testimony, including public testimony and evidence, will be made under oath or affirmation. Additionally, each person who gives testimony may be subject to cross-examination. If you refuse either to be cross-examined or to be sworn, your testimony will be given its due weight. The general public will not be permitted to cross-examine witnesses, but the public may request the Commission to ask questions of staff or witnesses on their behalf. Persons representing organizations must present evidence of their authority to speak for the organization. Further, details of the quasi-judicial procedures may be obtained from the Village Clerk.

- A. **A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, PERMITTING INSTALLATION OF A NEW BOATLIFT ON AN EXISTING DOCK AT 7601 EAST TREASURE DRIVE IN SLIP A-10, WHICH WILL EXTEND BEYOND THE 25 FOOT LENGTH LIMIT; GRANTING A WAIVER PURSUANT TO SECTION 9.12(B) OF THE UNIFIED LAND DEVELOPMENT CODE; PROVIDING FINDINGS, PROVIDING FOR GRANTING THE REQUEST; PROVIDING FOR CONDITIONS; PROVIDING FOR APPEAL; PROVIDING FOR VIOLATIONS; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER MARLEN D. MARTELL)**

The Village Clerk read the Resolution by title.

Village Planner Jim LaRue presented the Staff Report recommending approval of the request with the following conditions:

1. Compliance with all state, federal, and environmental laws including, but not limited to, compliance with a State Programmatic General Permit as may be required by the U.S. Army Corps of Engineers. All applicable state and federal permits must be obtained before commencement of construction.
2. Building permits and related approvals must be obtained from the Building Official prior to commencement of construction.
3. Cost recovery charges must be paid pursuant to Section 5.12 of the Village Unified Land Development Code. Specifically, no new development application shall be accepted, and no building permit shall be issued for the property until all application fees, cost recovery deposits and outstanding fees and fines related to the property (including fees related to any previous development proposal applications on the property), have been paid in full.
4. Authorization or issuance of a building permit by the Village does not in any way create a right on the part of the applicant to obtain a permit from a state or federal agency, and does not create liability on the part of the Village for issuance of a building permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes action that results in a violation of federal or state law.

The Mayor opened the Public Hearing. There being no speakers, the Mayor closed the Public Hearing.

Vice Mayor Andreana Jackson moved to approve the Resolution with the conditions outlined above. Commissioner Eddie Lim seconded the motion, which was adopted by a 5-0 roll call vote. The vote was as follows: Mayor Connie Leon-Kreps, Commissioner Eddie Lim, Commissioner Jose Alvarez, Commissioner Laura Cattabriga, and Vice Mayor Andreana Jackson all voting Yes.

- B. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, PERMITTING INSTALLATION OF A NEW BOATLIFT ON AN EXISTING DOCK AT 7601 EAST TREASURE DRIVE IN SLIP A-14, WHICH WILL EXTEND BEYOND THE 25 FOOT LENGTH LIMIT; GRANTING A WAIVER PURSUANT TO SECTION 9.12(B) OF THE UNIFIED LAND DEVELOPMENT CODE; PROVIDING FINDINGS, PROVIDING FOR GRANTING THE REQUEST; PROVIDING FOR CONDITIONS; PROVIDING FOR APPEAL; PROVIDING FOR VIOLATIONS; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER MARLEN D. MARTELL)**

The Village Clerk read the Resolution by title.

Village Planner Jim LaRue presented the Staff Report recommending approval of the request with the following conditions:

1. Compliance with all state, federal, and environmental laws including, but not limited to, compliance with a State Programmatic General Permit as may be required by the U.S. Army Corps of Engineers. All applicable state and federal permits must be obtained before commencement of construction.
2. Building permits and related approvals must be obtained from the Building Official prior to commencement of construction.
3. Cost recovery charges must be paid pursuant to Section 5.12 of the Village Unified Land Development Code. Specifically, no new development application shall be accepted, and no building permit shall be issued for the property until all application fees, cost recovery deposits and outstanding fees and fines related to the property (including fees related to any previous development proposal applications on the property), have been paid in full.
4. Authorization or issuance of a building permit by the Village does not in any way create a right on the part of the applicant to obtain a permit from a state or federal agency, and does not create liability on the part of the Village for issuance of a building permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes action that results in a violation of federal or state law.

The Mayor opened the Public Hearing. There being no speakers, the Mayor closed the Public Hearing.

Vice Mayor Andreana Jackson moved to approve the Resolution with the conditions outlined above. Commissioner Eddie Lim seconded the motion, which was adopted by a 5-0 roll call vote. The vote was as follows: Mayor Connie Leon-Kreps, Commissioner Eddie Lim, Commissioner Jose Alvarez, Commissioner Laura Cattabriga, and Vice Mayor Andreana Jackson all voting Yes.

**13. NEW BUSINESS**

**A. DISCUSSION - ADVISORY BOARDS (*Commissioner Laura Cattabriga*)**

Commissioner Laura Cattabriga moved to schedule a workshop in September with the goal of agreeing on which Advisory Boards the Commission wants to have, to discuss a plan to provide a training program in beginning of the year, and surveying previous Board Members regarding participation. Vice Mayor Andreana Jackson seconded the motion, which was adopted by a 5-0 roll call vote. The vote was as follows: Vice Mayor Andreana Jackson, Mayor Connie Leon-Kreps, Commissioner Eddie Lim, Commissioner Jose Alvarez, and Commissioner Laura Cattabriga all voting Yes.

**B. APPOINTMENT OF MEMBER TO THE COMMUNITY ENHANCEMENT BOARD, SIGNAGE REVIEW BOARD, AND CITIZENS BUDGET & OVERSIGHT BOARD**

Vice Mayor Andreana Jackson moved to appoint Jack Rattner to the Community Enhancement Board, the Signage Review Board, and the Citizens Budget & Oversight Board. Mayor Connie Leon-Kreps seconded the motion, which was adopted by a 5-0 roll call vote. The vote was as follows: Mayor Connie Leon-Kreps, Commissioner Eddie Lim, Commissioner Jose Alvarez, Commissioner Laura Cattabriga, and Vice Mayor Andreana Jackson all voting Yes.

**C. DISCUSSION - NBV STRONG MAYOR GOVERNMENT (*Mayor Connie Leon Kreps*)**

The Commission discussed the matter of strong Mayor for the Village. No action was taken on this item.

**D. DISCUSSION - BULB OUTS – HARBOR ISLAND (*Commissioner Eddie Lim*)**

The Commission discussed the conditions of bulbouts on Harbor Island. The Village Manager will submit ideas for plants for the bulbouts to the Community Enhancement Board for their recommendation to the Commission.

**E. CANCELLATION OF JULY/AUGUST MEETING TO ALLOW FOR SUMMER VACATIONS PURSUANT TO SECTION 3.09 (A) OF THE VILLAGE CHARTER**

Vice Mayor Andreana Jackson moved to cancel the August 2018 Regular Commission Meeting. Mayor Connie Leon-Kreps seconded the motion, which was adopted by a 5-0 roll call vote. The vote was as follows: Mayor Connie Leon-Kreps, Commissioner Eddie Lim, Commissioner Jose Alvarez, Commissioner Laura Cattabriga, and Vice Mayor Andreana Jackson all voting Yes.

**F. CHANGE OF COMMISSION MEETING TIME (*Mayor Connie Leon-Kreps*)**

Mayor Connie Leon-Kreps moved to amend the Commission Meeting and Agenda Procedures Resolution to change the Commission Meeting time from 7:30 P.M. to 6:30 P.M. Vice Mayor Andreana Jackson seconded the motion, which was adopted by a 4-1 roll call vote. The vote was as follows: Commissioner Jose Alvarez, Commissioner Laura Cattabriga, Vice Mayor Andreana Jackson, and Mayor Connie Leon-Kreps all voting Yes. Commissioner Eddie Lim voted No.

**G. VILLAGE CLERK'S AGREEMENT (*Mayor Connie Leon-Kreps*)**

Mayor Connie Leon-Kreps moved that the Village Attorney and the Village Labor Counsel work with the Village Clerk to come back with an agreement for her, and Commissioner Laura Cattabriga seconded the motion.

The Mayor opened the floor to public comments. There being no speakers, the Mayor closed the floor to public comments.

The motion was adopted by a 5-0 roll call vote. The vote was as follows: Commissioner Eddie Lim, Commissioner Jose Alvarez, Commissioner Laura Cattabriga, Vice Mayor Andreana Jackson, and Mayor Connie Leon-Kreps all voting Yes.

**14. APPROVAL OF MINUTES – COMMISSION MEETING**

**A. REGULAR COMMISSION MEETING – MAY 8, 2018**

Vice Mayor Andreana Jackson moved to approved the May 8, 2018 Minutes as submitted. Commissioner Laura Cattabriga seconded the motion, which was adopted by a 5-0 roll call vote. The vote was as follows: Mayor Connie Leon-Kreps, Commissioner Eddie Lim, Commissioner Jose Alvarez, Commissioner Laura Cattabriga, and Vice Mayor Andreana Jackson all voting Yes.



**15. ADJOURNMENT**

The meeting adjourned at 12:12 A.M.

Prepared by: Yvonne P. Hamilton, Village Clerk

Adopted by North Bay Village on this \_\_\_\_ day of  
\_\_\_\_\_ 2018.

*Connie Leon-Kreps, Mayor*