



City of Jacksonville Beach

Agenda

City Council

11 North Third Street
Jacksonville Beach, Florida

Monday, April 3, 2023

6:00 PM

Council Chambers

MEMORANDUM TO:

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

Council Members:

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

OPENING CEREMONIES: INVOCATION, FOLLOWED BY SALUTE TO THE FLAG

CALL TO ORDER

ROLL CALL

APPROVAL OF MINUTES

- A. Council Briefing held on March 20, 2023
- B. Regular City Council Meeting held on March 20, 2023

APPROVAL OF THE AGENDA

ANNOUNCEMENTS

COURTESY OF THE FLOOR TO VISITORS

CONSENT AGENDA

MAYOR AND CITY COUNCIL

CITY CLERK

CITY MANAGER/NEW BUSINESS

- A. Approve/Disapprove a Quote with AWC, Inc., for Utility Plant SCADA Services and Declare AWC, Inc., a Sole Source Provider for Utility Plant SCADA Services
- B. Accept/Reject grant funds from Surfing's Evolution & Preservation Foundation, Inc., for Ocean Rescue
- C. Accept/Reject a donation from the Josh Heinz Foundation for Paws Park in the amount of \$2,500 for the addition of a light feature to the fountain
- D.
 - 1. Approve/Disapprove the appointment of Nicholas Andrews to fill the remainder of the vacant Regular Member term of Emily Stouffer on the Planning Commission expiring on December 31, 2023; and

2. Approve/Disapprove the appointment of Justin Henderson to fill the remainder of the 1st Alternate term of Nicholas Andrews on the Planning Commission expiring on December 31, 2024; and
 3. Nominate and appoint a new 2nd Alternate to fill the unexpired term on the Planning Commission, with a term expiring on December 31, 2023
- E. Approve/Disapprove a Quote with CDW for replacement internet firewalls
- F. Approve/Disapprove the First Amendment to Submerged Land Lease Agreement and the Ground Lessor Estoppel and Agreement between the City of Jacksonville Beach and Windward Jacksonville Beach Owner, LLC
- G. Award/Reject FMPA Invitation to Bid 2022-034 to ABB, Inc.; Electric Power Systems; Electrical Engineering Enterprise; Flo Power, LLC; Hitachi Energy; MP Predictive Technologies, Inc.; North American Substation Services; Patterson & Dewar; Premier Power Maintenance; Southern Switch & Contacts; TAW Technical Field Services, Inc.; and Utility Engineering, LLC for Substation & Generating Station Maintenance

RESOLUTIONS

- A. Adopt/Deny Resolution No. 2143-2023 amending the Operating Budget of the City of Jacksonville Beach, Florida for the Fiscal Year beginning October 1, 2022 and ending September 30, 2023
- B. Adopt/Deny Resolution No. 2144-2023 Opposing House Bill 1331 by Representative Busatta Cabrera and Senate Bill 1380 by Senator Martin relating to municipal utilities
- C. Adopt/Deny Resolution No. 2145-2023 opposing Senate Bill 798 by Senator Ingoglia and House Bill 975 by Representative Holcomb relating to recycling and solid waste management

ORDINANCES

ADJOURNMENT

NOTICE

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

The public is encouraged to speak on issues on this Agenda that concern them. Anyone who wishes to speak should submit the request to the City Clerk or to the recording secretary prior to the beginning of the meeting. These forms are available at the entrance of the City Council Chambers for your convenience.

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

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

Minutes of City Council Briefing
Monday, March 20, 2023 – 5:30 P.M.
Council Chambers, 1st Floor
11 North 3rd Street, Jacksonville Beach, FL



The Council Briefing began at 5:30 P.M.

The following City Council Members were in attendance:

Mayor: Christine Hoffman

Council Members: Sandy Golding Bill Horn Dan Janson (late)
Fernando Meza Cory Nichols Greg Sutton

Also present were City Manager Mike Staffopoulos, Chief Financial Officer Ashlie Gossett, and City Attorney Sandra Robinson.

Purpose of Briefing

The purpose of the Briefing was to update the Council members about ongoing items in the City.

City Manager

Audit report for the Fiscal Year Ending September 30, 2022

Chief Financial Officer Ashlie Gossett introduced Barbara Boyd and Meagan Camp with Purvis Gray. Ms. Boyd and Ms. Camp presented the audit findings and financial report for the fiscal year ending September 2022 [on file].

The Briefing adjourned at 5:50 P.M.

Submitted by: Lauren Loria
Administrative Assistant

Approved:

Christine H. Hoffman, MAYOR

Date: _____

**Minutes of Regular City Council Meeting
held Monday, March 20, 2023, at 6:00 P.M.
in the Council Chambers, 11 North 3rd Street,
Jacksonville Beach, Florida**



OPENING CEREMONIES: INVOCATION, FOLLOWED BY SALUTE TO THE FLAG

Council Member Janson provided the invocation, followed by the Pledge of Allegiance.

CALL TO ORDER:

Mayor Hoffman called the meeting to order at 6:00 P.M.

ROLL CALL:

Mayor: Christine Hoffman

Council Members: Sandy Golding Bill Horn Dan Janson
Fernando Meza Cory Nichols Greg Sutton

Also present were: City Manager Mike Staffopoulos, City Attorney Sandra Robinson, Chief Financial Officer Ashlie Gossett, Director of Public Works Dennis Barron, Director of Human Resources Kimberlee Bennett, Director of Planning and Development Heather Ireland, Police Services Division Commander Thomas Bingham, and City Clerk Sheri Gosselin.

APPROVAL OF MINUTES:

Motion: It was moved by Mr. Nichols, seconded by Ms. Golding, and passed unanimously to approve the following minutes:

- Regular Council Meeting held on March 6, 2023
- City Council Workshop held on March 13, 2023

APPROVAL OF THE AGENDA

Motion: It was moved by Mr. Nichols, seconded by Mr. Janson, to approve the agenda with Ordinance No. 2023-8193, Downtown CRA Height Incentive, stricken from the agenda.

Discussion: A discussion ensued about the impact of approval of the motion and the stricken item [Ordinance Item C].

Roll Call Vote: Ayes – Janson, Meza, Nichols, Sutton, Mayor Hoffman
Nays – Golding, Horn
The motion passed 5-2.

ANNOUNCEMENTS:

Council Member Golding announced the March 21, 2023 election for the Jacksonville Mayor and At-Large Council Members. She mentioned the hazardous and e-waste collection at Public Works on March 25, 2023. Ms. Golding also announced the City Council Workshop on March 28, 2023, to discuss the Supplemental Standards of the Land Development Code. Finally, she noted paid parking began downtown, and residents could park for free following vehicle registration with the City.

Council Member Sutton recognized elected women officials in Jacksonville Beach for Women's History Month and thanked them for their service, including Bennie Furlong, Margaret McQueen, Martha Ann Sibley, Penny Christian, Jeanell Wilson, Georgette Dumont, Sandy Golding, and Christine Hoffman. Mayor Hoffman included Linda Spence on the list.

Council Member Janson asked Police Services Division Commander Bingham to describe the bicycle registration program. Commander Bingham described the process and noted plans for an event next month.

Council Member Meza addressed Ken Marsh's February 27, 2023 email and apologized he did not previously respond. He spoke on legislation, House Bill 833 [Vacation Rentals], and asked residents to email state representatives to retain home rule.

Mayor Hoffman announced she visited St. Andrew A.M.E. Church and read a proclamation honoring late Council Member Margaret McQueen. She noted the opening of the Oaxaca Club restaurant.

COURTESY OF THE FLOOR TO VISITORS:

- Mary Phillips, 934 10th Street North, Jacksonville Beach, shared her concerns about short-term rentals and a backlog of inspections.
- Ken Marsh, 2011 Gail Avenue, Jacksonville Beach, spoke about the City's Downtown Vision Plan.
- Colette Sellers, 115 3rd Street South #1509, Jacksonville Beach, shared her concern about the Latham Plaza development.
- Kevin Brown, 1833 Kings Court, Jacksonville Beach, spoke in opposition to the height amendment and overdevelopment.
- Rich Reiss, 429 16th Avenue North, Jacksonville Beach, expressed concern about nuisance smoke.

MAYOR AND CITY COUNCIL: *None*

CITY CLERK: *None*

CITY MANAGER:

Item A **Accept/Reject the Annual Comprehensive Financial Report and Community Redevelopment Agency Financial Statements for the Fiscal Year ending September 30, 2022**

Chief Financial Officer Ashlie Gossett provided background on the item.

Motion: It was moved by Mr. Nichols, seconded by Ms. Golding, to accept the Annual Comprehensive Financial Report and Community Redevelopment Agency Financial Statements for the Fiscal Year ending September 30, 2022.

Discussion: Mr. Nichols and Mayor Hoffman thanked Ms. Gossett and the staff for their hard work.

Roll Call Vote: Ayes – Horn, Janson, Meza, Nichols, Sutton, Golding, Mayor Hoffman
The motion passed unanimously.

Item B **Accept/Reject the Monthly Financial Reports for the month of February 2023**

Chief Financial Officer Ashlie Gossett provided background on the item.

Motion: It was moved by Mr. Nichols, seconded by Ms. Golding, to accept the Monthly Financial Reports for the month of February 2023.

Discussion: *None*

Roll Call Vote: Ayes – Janson, Meza, Nichols, Sutton, Golding, Horn, Mayor Hoffman
The motion passed unanimously.

Item C Approve/Reject purchase of Stormwater Pipe for Dune Outfall Replacement to Ferguson-Jacksonville in the amount of \$48,800.60

Director of Public Works Dennis Barron provided background on the item.

Motion: It was moved by Mr. Nichols, seconded by Ms. Golding, to approve the purchase of Stormwater Pipe for Dune Outfall Replacement to Ferguson-Jacksonville in the amount of \$48,800.60.

Discussion: *None*

Roll Call Vote: Ayes – Meza, Nichols, Sutton, Golding, Horn, Janson, Mayor Hoffman
The motion passed unanimously.

RESOLUTIONS:

Item A Adopt/Deny Resolution No. 2140-2023 amending the Position Classification and Pay Plan for Managerial, Professional and Administrative (Nonunion) Positions

Director of Human Resources Kimberlee Bennett explained this Resolution adds a new position title in Human Resources, adds two new position titles in Planning and Development, reclassifies three positions in Parks and Recreation, reclassifies one position in Beaches Energy Services, and adds one job title to the positions eligible to receive an automobile allowance.

Mayor Hoffman requested the City Clerk read Resolution No. 2140-2023 by title only, whereupon Ms. Gosselin read the following:

“A RESOLUTION OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, AMENDING ITS POSITION CLASSIFICATION AND PAY PLAN FOR MANAGERIAL, PROFESSIONAL AND ADMINISTRATIVE (NONUNION) POSITIONS; PROVIDING FOR ADOPTION OF RECITALS, ADOPTION OF THE PLAN, REPEAL OF PRIOR INCONSISTENT RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.”

Public Comment:

- Barbara Bauer, 604 13th Avenue South, Jacksonville Beach, shared recommended amendments to the legislative policy manual.

Mayor Hoffman noted that Ms. Bauer’s comments addressed Resolution 2023-2141 (Resolution Item A) on the March 6, 2023, City Council agenda.

Motion: It was moved by Mr. Nichols, seconded by Ms. Golding, to adopt Resolution No. 2140-2023 amending the Position Classification and Pay Plan for Managerial, Professional and Administrative (Nonunion) Positions.

Discussion: *None.*

Roll Call Vote: Ayes – Nichols, Sutton, Golding, Horn, Janson, Meza, Mayor Hoffman
The motion passed unanimously.

Item B Adopt/Deny Resolution No. 2142-2023 amending and extending the Contract Between the City of Jacksonville Beach and Lewis, Longman & Walker, P.A., for Primary and Alternate Special Magistrate Services for Code Enforcement

City Attorney Sandra Robinson explained this Resolution extends the contract for Special Magistrate services, amends the contract to provide for an increase in fees, and replaces current Special Magistrate Wayne Flowers with Brenna Durden at the end of the 2023 calendar year.

Mayor Hoffman requested the City Clerk read Resolution No. 2142-2023 by title only, whereupon Ms. Gosselin read the following:

“A RESOLUTION OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, AMENDING AND EXTENDING THE CONTRACT BETWEEN THE CITY OF JACKSONVILLE BEACH AND LEWIS, LONGMAN & WALKER, P.A., FOR PRIMARY AND ALTERNATE SPECIAL MAGISTRATE SERVICES FOR CODE ENFORCEMENT; PROVIDING FOR ADOPTION OF RECITALS, REPEAL OF PRIOR INCONSISTENT RESOLUTIONS AND COUNCIL DECISIONS, SEVERABILITY, AND AN EFFECTIVE DATE.”

Motion: It was moved by Mr. Nichols, seconded by Ms. Golding, to adopt Resolution No. 2142-2023 amending and extending the Contract Between the City of Jacksonville Beach and Lewis, Longman & Walker, P.A., for Primary and Alternate Special Magistrate Services for Code Enforcement.

Discussion: *None*

Roll Call Vote: Ayes – Sutton, Golding, Horn, Janson, Meza, Nichols, Mayor Hoffman
The motion passed unanimously.

ORDINANCES:

Item A Adopt/Deny Ordinance No. 2023-8194 on the second reading amending City Code of Ordinances Sec. 31-61 "Paid Parking Program"

Commander Bingham provided background on the item.

Mayor Hoffman requested the City Clerk read Ordinance No. 2023-8194 by title only, whereupon Ms. Gosselin read the following:

“AN ORDINANCE OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, AMENDING CODE OF ORDINANCES CHAPTER 31 “TRAFFIC AND MOTOR VEHICLES,” ARTICLE III “STOPPING, STANDING AND PARKING,” DIVISION 3 “PARKING REGULATIONS,” SECTION 31-61 “PAID PARKING PROGRAM;” PROVIDING FOR LEGISLATIVE FINDINGS, REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.”

Mayor Hoffman read the following: "This ordinance is before this Council for a public hearing and consideration on its second reading.

I will now open the public hearing on Ordinance No. 2023-8184."

Public Hearing:

The following did not wish to speak but submitted a speaker card in opposition to the ordinance:

- Mike Stang, 1020 19th Street North, Jacksonville Beach

Mayor Hoffman closed the public hearing.

Motion: It was moved by Mr. Nichols, seconded by Ms. Golding, to adopt Ordinance No. 2023-8194 on the second reading amending City Code of Ordinances Sec. 31-61 "Paid Parking Program."

Discussion: A brief discussion ensued about kiosk signage, first-come, first-serve for parking spots, and the 7th Avenue North end zone.

Roll Call Vote: Ayes – Golding, Horn, Janson, Meza, Nichols, Sutton, Mayor Hoffman
The motion passed unanimously.

Item B **Approve/Disapprove Ordinance No. 2023-8195 on the second reading for a Charter amendment to increase the building height limitation on City Property, Latham Plaza Parking Lot**

Director of Planning and Development Heather Ireland provided background on the item.

Mayor Hoffman requested the City Clerk read Ordinance No. 2023-8195 by title only, whereupon Ms. Gosselin read the following:

"AN ORDINANCE OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, SUBMITTING TO THE ELECTORS OF THE CITY OF JACKSONVILLE BEACH A PROPOSED AMENDMENT TO THE CHARTER OF THE CITY OF JACKSONVILLE BEACH; PROVIDING A BALLOT TITLE, SUMMARY, AND TEXT FOR THE PROPOSED AMENDMENT; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR SEVERABILITY, AN EFFECTIVE DATE FOR APPROVED AMENDMENTS, AND AN EFFECTIVE DATE FOR THE ORDINANCE."

Mayor Hoffman read the following: "This ordinance is before this Council for a public hearing and consideration on its second reading.

I will now open the public hearing on Ordinance No. 2023-8195."

Public Hearing:

The following submitted a speaker card in support of the ordinance but was not present when called:

- John Wadman, 104, 109, 125/127, 120, 170, and 118 1st Avenue South, Jacksonville Beach

The following did not wish to speak but submitted a speaker card in opposition to the ordinance:

- Harry & Pam Feuerherm, 1853 Tanglewood Road, Jacksonville Beach
- John Tipton, 503 6th Street North, Jacksonville Beach
- Luanne Lentz, 831 7th Avenue North, Jacksonville Beach
- Mary Phillips, 934 10th Street North, Jacksonville Beach
- Salvatore Piraino, 1610 Shetty Avenue #226, Jacksonville Beach
- Martha Skipper, 2603 Liberty Lane, Jacksonville Beach
- Bonnie Moale, 509 10th Place South, Jacksonville Beach
- Margaret Vest, 615 4th Avenue North, Jacksonville Beach
- Robin Smith, 2706 Colonies Drive, Jacksonville Beach
- Toni Ruffino, 410 North 6th Street, Jacksonville Beach
- Darrell Shields, 315 18th Street North, Jacksonville Beach
- Margaret Fishback, 525 3rd Street North #408, Jacksonville Beach
- Gail Edgell, 525 3rd Street North Unit 405, Jacksonville Beach

The following spoke in opposition to the ordinance:

- Chris Wheeler, 1424 Blue Heron Lane, Jacksonville Beach
- Ken Marsh, 2011 Gail Avenue, Jacksonville Beach
- Michelle Tipton, 2333 Azalea Drive, Jacksonville Beach
- KC Braun, 804 13th Avenue North, Jacksonville Beach
- Roger Whiting, 1103 2nd Avenue North, Jacksonville Beach
- Barbara Bauer, 604 13th Avenue South, Jacksonville Beach
- Bobby Welton, 1032 1st Street South #2, Jacksonville Beach
- Jacqueline Phillips, 75 Oakwood Road, Jacksonville Beach
- Stephen Fouraker, 387 6th Street, Atlantic Beach
- Terry DeLoach, 405 32nd Avenue South, Jacksonville Beach
- Anne Kern, 3409 1st Street South, Jacksonville Beach
- Rich Reiss, 429 16th Avenue North, Jacksonville Beach
- Georgette Dumont, 507 15th Avenue South, Jacksonville Beach

Mayor Hoffman closed the public hearing.

Motion: It was moved by Mr. Nichols, seconded by Ms. Golding, to approve Ordinance No. 2023-8195 on the second reading for a Charter amendment to increase the building height limitation on City Property, Latham Plaza Parking Lot.

Discussion: A discussion ensued about the proposed height, downtown activation, safety and crime prevention, potential litigation, Downtown Vision Plan, market analysis, the P3 process (public-private partnership), Land Development Code and Comprehensive Plan, the number of years since the previous height referendum vote, Section 52 of the City Charter, parking challenges, and resident input.

Ms. Ireland clarified the project would only be on the current Latham Parking Lot owned by the City. It would not include Latham Plaza, the lawn in front of the bandshell, Sneakers, or the Sneakers parking lot.

Roll Call Vote: Ayes – Janson, Meza, Nichols, Sutton, Mayor Hoffman
Nays – Horn, Golding
The motion passed 5-2.

Item C **This item was stricken from the agenda.**

ADJOURNMENT:

There being no further business, the meeting adjourned at 7:53 P.M.

Submitted by: Sheri Gosselin
City Clerk

Approval: _____

Christine H. Hoffman, MAYOR

Date: _____



CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Dennis W. Barron, Jr., Director of Public Works
DATE:	02/10/2023
SUBJECT:	Quote with AWC Inc., for Utility Plant SCADA Services

BACKGROUND

The City of Jacksonville Beach (COJB) Pollution Control Plant (PCP) operations rely upon a Human-Machine Interface (HMI) to coordinate data from our Data Flow sensors to create an operations computer screen that allows utility plant operators to view and make changes to wastewater operations to assure delivery of clean, effluent, and reuse water from our PCP facility. This HMI is critical in the interaction of human operators and the machine data to properly function. The most recent integrator, who was a sole-source vendor, has relocated to North Georgia and has become unresponsive to the needs of the City. The attached quote is from the original vendor and creator of the City's Supervisory Control and Data Acquisition (SCADA) system when the plant was originally reconstructed in 2011. The HMI coordinates data and transmits alarms and "out of compliance" alerts to operators at the PCP, as well as when operators are away from the PCP after hours. This system monitors all functions of the PCP when operators are on-site, and during off-hours.

AWC, Inc., has provided the quote to assure we have redundancy in our operations and alarm systems. Much of this cost is software licensing requirements and computer integration to assure the HMI operates properly. The quote provided is for \$120,617.76, and the Department is asking for a contingency of 15% in the amount of \$18,092.66 for a total not to exceed \$138,710.42. Some of this funding is being recovered from previously allocated funding for work not completed by our previous vendor. The remaining funding is coming from Water/Sewer Fund reserves.

FINANCIAL IMPACT

Funding is being provided from Water Sewer Reserve funds account number 420-07-0706-535-34-534000 and the budget will be adjusted as needed at yearend.

REQUESTED ACTION

Approve/Disapprove a Quote with AWC, Inc., for Utility Plant SCADA Services and Declare AWC, Inc., a Sole Source Provider for Utility Plant SCADA Services

ATTACHMENTS

1. AWC Quote - Software Recovery, Licensing and Integration
2. 2023 Sole Source Letter
3. Jax Beach Sole Source Request



<http://www.awc-inc.com>

11653 Central Parkway, Suite 210
Jacksonville, FL 32224

Your AWC Contact: Sam Hope
Email: sam.hope@awc-inc.com
Phone: (813) 386-1023 x2782
Fax: (813) 347-4506

Confidential: To be used by recipient's organization only

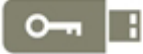
Attn: Willie Rivers
Email: writers@jaxbchfl.net
CITY OF JACKSONVILLE BEACH
CENTRAL SERVICES DEPT
1460 A SHETTER AVE
JACKSONVILLE BEACH, FL 32250

Reference:	Wincc 7.5sp2 redu 2
AWC Quote #:	2527409
Quote Version:	001
Quote Date:	2/21/2023
Quote Expires:	3/24/2023
AWC Account #:	7C0764

[Submit Your Order](#)

[Check Current Availability](#)
[Request Expediting or Submit Feedback](#)

* Lead times may vary due to continued global supply chain constraints.

LI #	Qty	Part Number / Description	Your Price (Unit)	Your Price (Ext)	Need Date	Availability (ARO)
001	2	SC 6AV63711DQ175BX0 SIMATIC WinCC/Archive V7.5. 5000 Archive Tags (countable) option for WinCC V7.5 runtime software. single license. license key on USB flash drive  *Mfr: SIEMENS *Mfr pn: 6AV63711DQ175BX0 *UPC: 804766759093	\$8,278.0556	\$16,556.11		2 Weeks
002	2	SC 6AV63812BF075AX0 WinCC system software V7.5. RT 65536 (65536 power tags). runtime software. single license. SW and documentation on DVD. license key on USB flash drive. Class A. 5 languages (de. en. fr. es. it) Please observe product release: support.industry.siemens.com  *Mfr: SIEMENS *Mfr pn: 6AV63812BF075AX0 *UPC: 804766753251	\$6,528.4722	\$13,056.94		2 Weeks

Quotation

LI #	Qty	Part Number / Description	Your Price (Unit)	Your Price (Ext)	Need Date	Availability (ARO)
003	1	SC 6AV63711CF075AX0 SIMATIC WinCC/Redundancy V7.5. option for SIMATIC WinCC V7.5. runtime software. single license for 2 installations *Mfr: SIEMENS *Mfr pn: 6AV63711CF075AX0 *UPC: 804766759130	\$3,378.4722	\$3,378.47		2 Weeks
						
004	2	SC 6AV63621AD000BB0 WINCC/WEB NAVIGATOR. 3 CLIENT LICENSES (COUNTABLE). OPTION F. WINCC AS OF V7.4 . RUNTIME-SW. SINGLE LICENSE. LICENSE KEY ON USB STICK *Mfr: SIEMENS *Mfr pn: 6AV63621AD000BB0 *UPC: 804766239687	\$6,441.1111	\$12,882.22		2 Weeks
						
005	1	SC 6AV63621GA000BB0 WINCC/WEB NAVIGATOR. LOAD BALANCING STEP UP. LICENSES F. 2 WEB SERVERS ON 2 REDUNDAND WINCC SYSTEMS. OPTION F. WINCC UP V7.4. RUNTIME-SW. SINGLE LICENSE. LICENSE KEY ON USB STICK *Mfr: SIEMENS *Mfr pn: 6AV63621GA000BB0 *UPC: 804766239748	\$1,098.6111	\$1,098.61		2 Weeks
						
006	2	SC 6GK11623AA00 SIMATIC NET, IE, CP 1623 PCI EXPRESS X1 (3.3V/12V) FOR CONNECTING WITH IND.ETHERNET(10/100/1000MBIT/S) WITH 2-PORT-SWITCH(RJ45) VIA S7-1613 AND S7-REDCONNECT INCL. DRIVER FOR MS WINDOWS (32BIT), XP PRO, 2003 SERVER, VISTA ULTIMATE/BUSINESS *Mfr: SIEMENS *Mfr pn: 6GK11623AA00 *UPC: 662643424430	\$2,396.5278	\$4,793.06		2 Weeks
						

LI #	Qty	Part Number / Description	Your Price (Unit)	Your Price (Ext)	Need Date	Availability (ARO)
007	2	6GK17161CB180AA0 SIMATIC NET HARDNET-IE S7 V18 SW for S7-, open communication,: OPC, PG/OP communication, configuration software; up to 120 connections; floating license R-SW, software + electronic manual; license key on USB flash drive; class A; 3 languages (de, en, zh-C	\$1,804.1667	\$3,608.33		2 Weeks
008	2	6GK17160HB180AA0 HARDNET-IE S7 REDCONNECT V18 including OPC server and HARDNET IE-S7 software for fail-safe S7 communication; floating license; R-SW, software + electrical manual on DVD, license key on USB flash drive, class A 3 languages (de, en, zh-CHS); for Windows® 10	\$3,450.0000	\$6,900.00		2 Weeks
009	1	SC 6AV63812BQ075AX0 WinCC system software V7.5. RC 65536 (65536 power tags). runtime/configuration software on DVD. floating license. license key on USB flash drive. Class A. 5 languages (de. en. fr. es. it) Please observe product release: support.industry.siemens.com SIOS e *Mfr: SIEMENS *Mfr pn: 6AV63812BQ075AX0 *UPC: 804766754067	\$11,059.0278	\$11,059.03		2 Weeks
010	1	SC 6ES78105CC150YA5 SIMATIC STEP 7 Professional V18/2021 SR1 Combo including TIA Portal, Floating License for 1 user, E-SW, software and documentation on DVD, license key on USB flash drive, class A, 5/9 languages (de,en,fr,es,it)/(zh,ru,jp,kr), executable in Windows Server *Mfr: Siemens *Mfr pn: 6ES78105CC150YA5	\$5,211.1111	\$5,211.11		2 Weeks
011	1	SC 6AV2102-0AA08-0AA5 SIMATIC WinCC Advanced V18, engineering software in the TIA Portal; floating license; software and documentation on DVD; license key on USB flash drive; class A; 9 languages: de,en,zh included, fr,es,it,ru,jp,ko as download; for configuration of SIMATIC P *Mfr: Siemens *Mfr pn: 6AV2102-0AA08-0AA5	\$1,769.4444	\$1,769.44		2 Weeks

LI #	Qty	Part Number / Description	Your Price (Unit)	Your Price (Ext)	Need Date	Availability (ARO)
012	1	SC 6AV21510XB018AA5  SIMATIC WinCC Unified V18 Comfort Engineering, engineering software in the TIA Portal; floating license; with software and documentation on DVD; license key on USB flash drive; class A; 9 languages: de,en,zh included, fr,es,it,ru,jp,ko as download; please *Mfr: Siemens *Mfr pn: 6AV21510XB018AA5 *UPC: 195125375529	\$709.7222	\$709.72		2 Weeks
013	1	SC 3ZS13226CC150YA5  SIRIUS SIMOCODE ES V17 Professional; floating license for one user, engineering software, SW+docum. on DVD license key on USB, class A, 6 languages (de,en,it,fr,es,zh-CHS) combo license parallel use of SIMOCODE ES 2007 and V17 for SIMOCODE pro, online fu *Mfr: Siemens *Mfr pn: 3ZS13226CC150YA5	\$3,594.7083	\$3,594.71		2 Weeks
014	240	ES Eng TM: ST: BStevens Eng T&M Straight Time: Bob Stevens Eng T&M Straight Time: Bob Stevens Eng Fixed Bid Straight Time: Bob Stevens 16 ES ENG FB: ST: BSTEVENS \$150.00 for 240hrs standard business Hours. 1. AWC will perform install WinCC 7.5 sp2 Software on the existing Servers WinCC SCADA system for the City Of Jacksonville Beach located at 910 South Tenth Street Jacksonville Beach, FL. 32250. All Software packages list on quote # 2527409 will be installed by AWC inc. 2. The WinCC SCADA Redundant software option to V7.5 SP2 will include the following. a. AWC will provide Industry Qualified Programming and Product personnel for the above-mentioned project to completion. b. Installing the above quoted software to the central two servers, one remote Desk Top Engineering Station PC, and three web clients on Desktop PC's. c. Testing software installation. d. Setting New Passwords per COJB request. e. Train one authorized COJB personnel to access the software. 3. City of Jacksonville Beach will furnish the following items: a. Proper personal with building and system access for AWC to perform the abovementioned tasks on servers and desktop PC's. b. List of qualified employees that will have access and control to	\$150.0000	\$36,000.00		5 Weeks

LI #	Qty	Part Number / Description	Your Price (Unit)	Your Price (Ext)	Need Date	Availability (ARO)
		the SCADA system and server. C. Provide Windows Servers 2019 OS and Windows 10 Desk Top PC's that meet the Siemens WinCC SCADA Software Requirements for v7.5. d. Provide all current passwords to access the existing WinCC SCADA System Servers and Desktop PC's. e. All work is to be performed within AWC normal working Business hours. f. Provide time to coordinate with the AWC Programing Engineer with 48hrs prior notice for any on-site visits. g. Provided access and scheduled down time for work to be performed within normal AWC working business hours. h. Any work performed that is not detailed in the Project Scope described above will be charged extra using the attached AWC Inc. Rate sheet. AWC will advise and seek approval from COJB for any additional work to be performed that is not within the scope of work. 4. AWC Exclusions and conditions: a. AWC will be held harmless for any current or future safety systems implemented on the above-described project and its associated components and its parts. b. AWC is not responsible for any existing physical parts and components as it pertains to the above-described project.				
*** SubTotal: ***				\$120,617.76		

LI #	Qty	Part Number / Description	Your Price (Unit)	Your Price (Ext)	Need Date	Availability (ARO)
------	-----	---------------------------	-------------------	------------------	-----------	--------------------

Notes:

- 1.) All stock subject to prior sale. Orders submitted by 2:00pm (CST) generally ship the same business day.
For urgent next day needs please contact us to ensure a timely shipment of your order.
- 2.) Balance Can Ship Dates are based upon receiving an order within one business day from the day of the quote.
For updated Balance Ship Dates click on the link at the top of the quotation.
- 3.) Unless otherwise agreed to in writing by both parties all sales resulting from this quote are subject to AWC's "Standard Terms and Conditions of Sale".
(<https://www.awc-inc.com/AWCTermsAndConditions.pdf>)
- 4.) Standard payment terms are Net 30 days from date of invoice, subject to prior credit approval.
- 5.) Standard shipment methods are UPS Ground or Southeastern Freight LTL.
- 6.) Standard freight terms are Prepay and Add.
- 7.) The quoted sales price does not include taxes, freight, import/export duties or credit card processing fees.
- 8.) Credit card payments are acceptable if made at time of order placement, subject to a maximum of \$10,000. A credit card processing charge of up to 3% of the order amount may be added to the order total.



SIEMENS

February 2023

To: City of Jacksonville
Re: Authorized SIEMENS Distributor

AWC, Inc. is our only Full-Line, Tier 3 Distributor of Industrial Automation, Motion Control, SCADA, Industrial Controls, Process Instrumentation with a Siemens Certified Training Instructor serving Jacksonville, FL, and the surrounding areas. AWC, Inc. also holds the exclusive Special Price Agreement for City of Jacksonville, which covers the Siemens portfolio.

Siemens has an Industrial Tiered Pricing Policy that is designed to reward Distribution Partners who deliver market coverage and support capabilities that add value to our customers. Distribution Partners who provide these valuable services to Siemens are eligible for the pricing discounts.

Each Distribution module has three levels (tiers) of pricing discount with Tier 3 being the most aggressive. This policy only applies to authorized multiplier discounts for the Distribution Partners and does not concern resale prices by the distributor.

Sincerely,

A handwritten signature in blue ink that reads "K. Alexander".

Kristin Alexander
Director, Partner Management
(678) 602-6568

Siemens Industry

Unrestricted

Sole Source Request

Pursuant to Section VII and XII of the City of Jacksonville Beach Purchasing Manual, when requesting a sole source purchase from a vendor, please complete this form to justify your request and submit to the Property and Procurement Division with applicable attachments.

"Sole Source items are any materials, supplies, or services that can only be obtained from one vendor or manufacturer, eliminating any possibility of securing a second competitive quote."

"When it is determined that certain materials, supplies, or services are only available from a sole source, every effort must be made by the Department to secure documentation of sole source availability from the supplier, vendor, or manufacturer."

Requesting agency (Department/Division): Public Works/Pollution Control Plant

Name of Vendor or Supplier: AWC Inc.

Amount of purchase/project (attach quote): \$120,617.76

Provide a summary (brief description) of the scope of goods/services to be provided and detailed justification as to why the requested goods/services can only be efficiently and effectively procured through the recommended sole source provider:

AWC, Inc. has provided the quote to ensure the redundancy of our operations and alarm systems.

Software licensing and computer integration will ensure that the HMI works properly.

AWC Inc. is the authorized stocking distributor for all SIMATIC Automation products in Florida

(PLCs, HMI, Ethernet switches, software.).

Assert that you have researched the availability of the requested goods/services from other sources in applicable markets and have discussed and evaluated the same with COJB's property and procurement division (attach sole source letter – signed, on company letterhead):

AWC, Inc. is our only Full-Line, Tier 3 Distributor of Industrial Automation., Motion Control, SCADA, Industrial Controls, and Process Instrumentation in Jacksonville, FL, with a Siemens Certified Training Instructor.

Submitted by: Robert Delgado Utility Plant Deputy Superintendent
Name Title

Date: 02/23/2023

Requesting Agency Director's Signature: 

Property and Procurement Approval: _____

Any purchase in excess of the \$25,000 Bid Threshold Amount must have prior City Council approval or must be approved and signed by the City Manager

City Manager: _____
Date



CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Jason Phitides, Director of Parks and Recreation
DATE:	02/28/2023
SUBJECT:	Grant Funds from Surfing's Evolution & Preservation Foundation, Inc., for Ocean Rescue

BACKGROUND

The City of Jacksonville Beach Ocean Rescue Division recently submitted an application for grant funding to Surfing's Evolution & Preservation Foundation, Inc., a 501(c)(3) charitable organization.

The Foundation's mission includes the promotion of beach safety and the allocation of resources for safety needs.

The grant application was approved in the amount of \$5,000. Funds will be used to replace training equipment and to supplement supplies used to educate the public on beach safety.

FINANCIAL IMPACT

If accepted, the budgets for both grant proceeds and equipment expenditures will be adjusted at yearend.

REQUESTED ACTION

Accept/Reject grant funds from Surfing's Evolution & Preservation Foundation, Inc., for Ocean Rescue

ATTACHMENTS



CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Jason Phitides, Director of Parks and Recreation
DATE:	02/28/2023
SUBJECT:	Donation from the Josh Heinz Foundation for Paws Park

BACKGROUND

In the past, the City has received substantial contributions from the Josh Heinz Foundation for investment in Paws Park. Improvements from those contributions include artificial turf, shade shelters, benches, and murals on the back wall of the park.

The Josh Heinz Foundation would like to contribute further enhancement to the park by the addition of a light feature to the fountain. This is a stainless steel LED light fixture that includes four color-changing lights. It has a 3-year warranty and the anticipated lifespan is 10 years. The light fixture will operate between 7 PM and 10 PM each evening.

FINANCIAL IMPACT

The cost to add a light feature to the fountain is approximately \$2,500 and the Joh Heinz Foundation is prepared to provide 100% of the cost.

REQUESTED ACTION

Accept/Reject a donation from the Josh Heinz Foundation for Paws Park in the amount of \$2,500 for the addition of a light feature to the fountain

ATTACHMENTS

1. Josh Heinz Foundation Letter -Park Lighting
2. Light Quote and Warranty

March 24, 2023

City of Jacksonville Beach

Attention: City Council

11 North 3rd Street

Jacksonville Beach, Florida 32250

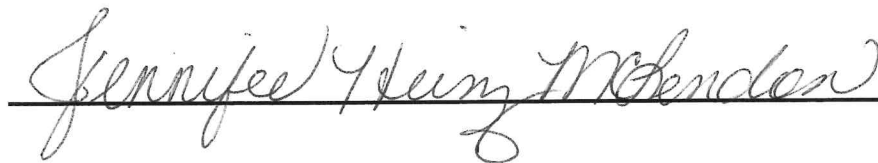
Dear City Council Members:

The Josh Heinz Foundation is pleased to continue our partnership with The City of Jacksonville Beach. The Josh Heinz Foundation has agreed to purchase lighting for the Paws Park fountain and donate the amount of \$2,500. The installation of the fountain lighting should be completed by the end of the calendar year 2023.

This letter confirms the verbal pledge made by James A. Heinz, Treasurer of the Josh Heinz Foundation, to the Parks and Recreation Director, Jason Phitides.

The Josh Heinz Foundation is excited to be a part of the continuous improvements of Paws Park in memory of Josh.

Sincerely,

A handwritten signature in cursive script, reading "Jennifer Heinz McLendon", is written over a solid horizontal line.

Jennifer Heinz McLendon

President- Josh Heinz Foundation

1124 Bahia Blanca Street South

Jacksonville, Florida 32256

Clear Waters Inc.

PO Box 291522
Port Orange, FL 32129
(386) 767-4928
clearwaters.service@gmail.com
www.clearwaterslakemgmt.com

**Equipment Service Proposal****ADDRESS**

Mark Chouinard
City of Jacksonville Beach

EQUIPMENT 1349
SERVICE
PROPOSAL
DATE 01/30/2023

DATE	QTY	RATE	AMOUNT
*** Fountain Lighting Sales Proposal *** Fountain lighting proposal for the dog park.	1	0.00	0.00T
30W Color-Changing Sealed Fixture Stainless Steel, 4 lights per set. Includes quick disconnect. - Color changing lights for Aqua Control Fountain.	1	1,299.00	1,299.00T
Light Power Cable 125 Light power cable	1	340.00	340.00T
Estimated Shipping	1	150.00	150.00
Hourly Rate for Service Labor	3	150.00	450.00

Terms:

- Net 10 for equipment invoices.
- Price valid for 45 days
- Electrical service and connection to electrical service to be provided by customer.

SUBTOTAL	2,239.00
TAX	106.54
TOTAL	\$2,345.54

Accepted By

Accepted Date

AQUA CONTROL® , INC.

LED Lighting – Domestic

Limited Warranty

Aqua Control® , Inc. warrants to the original purchaser (end user) of any LED Lighting Package manufactured by *Aqua Control® , Inc.* that any part thereof which proves to be defective in materials or workmanship, as determined by the factory within the allotted time from the purchase date, will be repaired or replaced at no charge with a new or remanufactured part and returned under warranty. **3W, 9W, and 9W Auto-RGB LED Lights** carry a **two (2) year** warranty. **30W, 30W Auto-RGB, 80W, 80W Auto-RGB and 36W Remote Controlled Programmable RGB LED Lights** carry a **three (3) year** warranty. The end user shall assume all responsibility and expense for removal, packaging, and freight to *Aqua Control® , Inc.* to determine the warranty claim status and for all reinstallation expenses.

The **warranty is void** in cases where damage results from: improper installation, improper electrical connection, improper voltage, alteration, lightning, careless handling, misuse, abuse, freezing, disassembly of fixture, or failure to follow maintenance or operating instructions. Modification or repair by an unauthorized repair facility will also void the warranty. **Materials supplied are freshwater grade unless expressly stated otherwise.** Operation of freshwater systems in brackish conditions may void the manufacturer's warranty.

In no case will Aqua Control® or its distributors accept responsibility for any costs incurred by the user during installation, removal, inspection, evaluation, repair, parts replacement, or for return freight. Nor will any liability be accepted for loss of use, loss of profits, loss of goodwill, for consequential damage, or for personal injuries to the purchaser or any person.

In the event of problems believed to be covered under warranty, it will be necessary to notify the distributor who will then contact the factory for assistance to try and resolve the problem. If it is concluded by *Aqua Control® , Inc.* there may be a defect which may be covered under warranty, it will then be the decision of *Aqua Control® , Inc.* to ship a replacement item under warranty or deem it necessary to issue a Return Material Authorization (RMA) to the distributor to have the product returned to *Aqua Control® , Inc.* for a thorough assessment.

If the factory evaluation of the returned goods concludes that the failure is due to defects in materials or workmanship, the part or parts in question will be replaced under warranty with new or remanufactured parts or, will be repaired; at the factory's option. The warranty period for all parts supplied under warranty **will terminate at the end of the original product's warranty.** All warranty shipments from the factory will be shipped freight prepaid.

No implied warranties of any kind are made by *Aqua Control® , Inc.* for its products, and no other warranties, whether expressed or implied, including implied warranties of merchantability and fitness for a particular purpose, shall apply. Should an *Aqua Control® , Inc.* product prove to be defective in materials or workmanship, the retail purchaser's sole remedy shall be repair or replacement of the product as expressly provided above.

Warranty registration is **highly** recommended. If warranty registration is not supplied, the warranty start date will default to the ship date from the factory.

AQUA CONTROL® , INC.

6A Wolfer Industrial Drive, Spring Valley, IL 61354 • USA

Toll Free (800) 377-0019 • www.aquacontrol.com

10/01/20



CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Sheri Gosselin, City Clerk
DATE:	02/28/2023
SUBJECT:	Planning Commission Appointments

BACKGROUND

The City Council appoints the Planning Commission members. There are five members and two alternates who serve four-year terms.

Board Member Emily Stouffer submitted her letter of resignation from the board on March 13, 2023, stating she no longer resides in Jacksonville Beach (letter attached). This created a vacancy on the Planning Commission. Ms. Stouffer's term was to expire on December 31, 2023.

Nicholas Andrews was appointed as 1st Alternate on December 19, 2022, to fill an unexpired term. Mr. Andrews' term will expire on December 31, 2024. He was originally appointed as 2nd Alternate on May 16, 2022. Mr. Andrews would like to be considered to fill the remainder of the vacant Regular Member term. If appointed, Mr. Andrews' term expiration would be December 31, 2023.

Justin Henderson was appointed as 2nd Alternate on December 19, 2022, to fill an unexpired term. Mr. Henderson's term will expire on December 31, 2023. Mr. Henderson would like to be considered to fill the remainder of the 1st Alternate seat should Mr. Andrews be appointed as a Regular Member. If appointed as 1st Alternate, Mr. Henderson's term expiration would be December 31, 2024.

Interviews of board applicants were held in October and November of 2021, and on November 17, 2022. Board applications are valid for two years. There are seven eligible board applicants who were interviewed that listed the Planning Commission as their first or second board choice; they are: Debbie Cole, John Gray, Jr., Walter Haynes, Rebecca Linsner-Like, Stacy Smith, Jeffrey Spear, and Jay Turner. Those applications are attached.

Staff recommends promoting 1st Alternate Nicholas Andrews to fill the Regular Member seat, promoting 2nd Alternate Justin Henderson to fill the 1st Alternate seat, and filling the 2nd Alternate seat with one of the eligible board applicants.

FINANCIAL IMPACT

None.

REQUESTED ACTION

1. Approve/Disapprove the appointment of Nicholas Andrews to fill the remainder of the vacant Regular Member term of Emily Stouffer on the Planning Commission expiring on December 31, 2023; and



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

2. Approve/Disapprove the appointment of Justin Henderson to fill the remainder of the 1st Alternate term of Nicholas Andrews on the Planning Commission expiring on December 31, 2024; and
3. Nominate and appoint a new 2nd Alternate to fill the unexpired term on the Planning Commission, with a term expiring on December 31, 2023

ATTACHMENTS

1. Emily Stouffer letter of resignation
2. Application of Nicholas Andrews
3. Application of Justin Henderson
4. Application of Debbie Cole
5. Application of John Gray
6. Application of Walter Haynes
7. Application of Rebecca Linsner-Like
8. Application of Stacy Smith
9. Application of Jeffrey Spear
10. Application of Jay Turner
11. Staff's Board Applicant Tracking Spreadsheet

From: [Emily Stouffer](#)
To: [Jodilynn Byrd](#)
Subject: Planning Commission Resignation
Date: Monday, March 13, 2023 4:29:27 PM

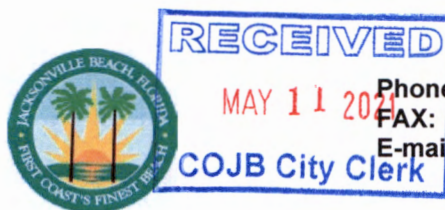
Caution: This email originated from outside the City. Do not click links or open attachments unless you recognize the sender and know the content is safe

Good afternoon Jodilynn,

I hope you are doing well! Please consider this my official notice to resign from the Planning Commission, as I have moved to Ponte Vedra. It was a pleasure working with you, thank you for everything!

Emily Stouffer
Development Manager
Bove LLC
904-347-0040

City of Jacksonville Beach
Office of the City Clerk
11 North 3rd Street
Jacksonville Beach, Florida 32250



Phone: (904) 247-6299
FAX: (904) 247-6256
E-mail: cityclerk@jaxbchfl.net

Application for Appointment to City Boards

Personal Information *(Please print or type)*

Name: Nicholas Andrews Home Phone: 808-753-3965
Home Address: 135 17th Ave. N, Jacksonville Beach, FL 32250
E-Mail Address: nicholas.e.andrews@outlook.com Cell Phone: 808-753-3965
Occupation: Chief Information Officer Business Phone: 808-753-3965
Business Name: Redwire Space, 8226 Philips Highway, Suite 102, Jacksonville, FL 32256
Business Address: Redwire Space, 8226 Philips Highway, Suite 102, Jacksonville, FL 32256

Eligibility – Please Circle

Are you a resident of the City?	Yes ☒	No ☐	If yes, length of time: <u>20yr mil/4 perm</u>
Are you a registered voter?	Yes ☒	No ☐	If yes, what County: <u>Duval</u>
Do you own property in the City?	Yes ☒	No ☐	If yes, address: <u>135 17th Ave. N</u>
Do you hold a public office?	Yes ☐	No ☒	If yes, Office name: _____
Are you employed by the City?	Yes ☐	No ☒	If yes, position: _____
Are you currently serving on a Board?	Yes ☐	No ☒	If yes, Board Name: _____
Have you been convicted of a felony?	Yes ☐	No ☒	If yes, provide date: _____
Have your civil rights been restored?	Yes ☐	No ☐	If yes, provide date: _____
Have you filed bankruptcy?	Yes ☐	No ☒	If yes, provide date: _____

Potential Conflict of Interest: Have you ever been engaged in the management/ownership of any business enterprise that has a financial interest with the City of Jacksonville Beach? Yes ☐ No ☒

If yes, please provide details: _____

City Boards *(Please indicate your preferences by ranking - denote your Primary choice with a "1", Secondary choice with a "2".*

2 Board of Adjustment	1 Planning Commission
3 Community Redevelopment Agency	4 Pension Trustee

Please list the type of City meetings you have attended: Regular City Council Meeting, City Council

Briefing

Education: M.S. Systems Engineering, Naval Postgraduate School; M.A. National Security and Strategic Studies, Naval War College; B.S. Aerospace Engineering, Boston University

Qualifications (Briefly describe specific expertise, abilities, or qualifications):

See attachment

Application for Appointment to City Boards (cont.)

State Reporting Requirements

Section 760.80, Florida Statutes, requires that the City annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board members and elected officials. Please circle the appropriate responses.

Race

- ☐ African-American ☒ Caucasian
☐ Asian/Pacific Islander ☐ Hispanic
☐ American Indian/Alaskan ☐ Not Known

Gender

- ☐ Female
☒ Male

Physically Disabled

- ☐ Yes
☒ No

Florida's Public Records Law, Chapter 119, Florida Statutes, states: "It is the policy of this state that all state, county, and municipal records shall at all times be open for a personal inspection by any person." Your application when filed will become a public record and subject to the above statute. In addition, any appointed member of a board of any political subdivision (except members of solely advisory bodies) and all members of bodies exercising planning or zoning, are required to file a financial disclosure form (Form 1) within 30 days after appointment and annually thereafter, for the duration of the appointment as required by Chapter 112, Florida Statutes.

I understand that if I am appointed to one of the City's boards, I will be required to file a financial disclosure form - Form 1, as described above, and I am willing to comply with this requirement.

I understand that any false, incomplete, or misleading information given by me on the application is sufficient cause for rejection of this application. I understand and agree that any such false, incomplete, or misleading information discovered on this application at any time after appointment to a Board may result in my removal.

I also understand that all board appointments are for voluntary, uncompensated services. Additionally, if appointed, I am able to attend meetings and otherwise fulfill the duties of the office.

Applications are submitted to the City Council when vacancies occur and are effective for two years from date of completion.

By submitting this form, I declare the foregoing facts to be true, correct, and complete. Additionally I hereby authorize a criminal background check.

Date 11 MAY 2021

Applicant's Signature [Signature]

SUBMIT APPLICATION

Please do not write below - Staff use

Date application received: 5/11/2021

Interviewed on: 10/15/2021

Eligible for appointment **Yes** No

If not eligible for appointment
Explanation: _____

Appointed to: 2nd Alternate PC

Date: 5/16/2022

Appointed to: 1st Alternate PC

Date: 12/19/2022

Appointed to: _____

Date: _____

Nicholas E. Andrews II

(808) 753-3965/nicholas.e.andrews@outlook.com

SUMMARY Experienced executive with a demonstrated history of leading large organizations in cybersecurity, information technology and space operations. Strong information services professional with a Master of Science (M.S.) in Systems Engineering from Naval Postgraduate School and a Master of Arts (M.A.) in National Security and Strategic Studies from the Naval War College. Experience includes:

- **Strategic Planning**
- **Organizational Management**
- **Change Management**
- **Space Systems**
- **Cybersecurity**
- **Information Operations**

ACCOMPLISHMENTS

Strategic Planning Led fiscal and resource planning for stand up of Navy cyber training. Managed team that developed budget submissions for future years. Implemented IT strategy supporting 200% annual growth.

Organizational Management Headed three separate successful organizations spanning operational space, cybersecurity and training missions. Led Navy's first operational Information Warfare staff on the west coast. Recognized as leader of Navy's top learning center in every category twice.

Change Management Planned and led the reorganization of operational staff resulting in both increased production and reduced administrative burden. Integrated seven different companies into common IT and cybersecurity systems.

Space Systems Second in command of Naval space center supporting global operations. Oversaw the launch, acceptance and initial operations of two satellites while maintaining operations of three constellations.

Cybersecurity Led the stand up of Navy's cyber mission force training in a fiscally constrained environment. Identified and reprogrammed \$4.5 million in execution year funds for initial investment with no loss of production.

Information Operations Over a decade experience in all facets of cybersecurity, information assurance and information management. Managed acquisition, operation and security of multiple information systems.

WORK HISTORY

Chief Information Officer 2020-Present
Redwire Space, Jacksonville, FL

Responsible for leading information technology initiatives, cyber security, and the strategic direction of information technology in support of Redwire Space's growth and business objectives.

Commanding Officer 2018-2020
Center for Information Warfare Training, Pensacola, FL

Worldwide head for all Navy cybersecurity, information systems, intelligence, cryptography and electronic warfare entry level training. Managed \$80 million budget and 1,300 staff, training over 22,000 personnel across 200 courses at 19 sites.

Information Warfare Commander 2016-2018
THEODORE ROOSEVELT Strike Group, San Diego, CA

Led cross-organizational team through inception, stand-up, training certification and initial operations. Responsible for cyber and information operations of 11 ships. Coordinated planning and operations across six separate organizations to achieve alignment and fulfill strategic goals.

Executive Officer 2014-2016
Naval Satellite Operations Center, Point Mugu, CA

Led staff supporting launch, operation and maintenance of three satellite constellations in multiple different orbital domains utilized by forces deployed worldwide. Advised commander on operational, personnel and budget issues. Direct oversight of headquarters as well as three operational sites across the U.S. and Guam.

Previous work experience includes:

Communications, cybersecurity and information systems manager for 6,000-person organization with over 10,000 items of inventory. Information system project officer directing multi-national team in creation of a \$50 million national defense support network for foreign government. Information systems compliance division head for Navy Cyber Forces, developing enterprise-wide solutions in support of strategic goals.

EDUCATION M.S. Systems Engineering, Naval Postgraduate School
M.A. National Security and Strategic Studies, Naval War College
B.S. Aerospace Engineering, Boston University

SECURITY Top Secret/SCI
CLEARANCE

11 May 2021

Nicholas Andrews

Jacksonville Beach Board Application

Attachment

I believe I will bring a broad, valuable, and experienced perspective to our city boards.

I am a retired Navy Captain, and I understand the criticality of northeast Florida's partnership with the Navy. Not only are we the headquarters for FOURTH Fleet, but we are also at the center of the military's growing investments in space.

As a military member, I have lived all over the country. My wife and I have both rented and owned multiple homes in many different states. It has instilled in us a deep appreciation of what makes a community a desirable place to live. We know what laws and regulations do to either encourage growth or encourage people to leave.

Still, I have listed Jacksonville Beach as my intended military retirement destination and been a registered voter here since the early 2000's. We have owned property here since 2004 and are familiar with the challenges of landlords and what is required to make investment properties a successful business venture here.

We built our forever home in Jacksonville Beach in 2017 and have lived there since. So, we are familiar with the challenges of construction and permitting from a family perspective...something I believe is crucial to development of Jacksonville Beach as a family friendly community.

I also understand how to lead large organizations and projects. As a Commanding Officer in the Navy, I oversaw a global organization of over 20,000 people, responsible for supplying the fleet with fully trained personnel. I now work in northeast Florida's burgeoning space industry as the Chief Information Officer for Redwire Space, a Jacksonville-based space infrastructure company.

Please feel free to contact me with any questions you may have. I look forward to hearing from you and would love the chance to discuss our great beachfront community with you in person.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Nick Andrews', with a stylized flourish at the end.

Nicholas Andrews



Received
09/27/2022
City Clerk

Application for Appointment to City Boards

Personal Information (Please print or type)

Name: JUSTIN HENDERSON Home Phone: 904-874-5408
Home Address: 1712 5th St South
E-Mail Address: JHENDERSON14@GMAIL.COM Cell Phone: 904-874-5408
Occupation: BUSINESS OWNER Business Phone:
Business Name: CROSSFIT JACKSONVILLE BEACH
Business Address: 1936 2ND AVE NORTH

Eligibility – Please Circle

Are you a resident of the City?	<u>Yes</u>	No	If yes, length of time: <u>3 YRS</u>
Are you a registered voter?	<u>Yes</u>	No	If yes, what County: <u>DUAL</u>
Do you own property in the City?	<u>Yes</u>	No	If yes, address: <u>1712 5th St South</u>
Do you hold a public office?	<u>Yes</u>	<u>No</u>	If yes, Office name: <u> </u>
Are you employed by the City?	<u>Yes</u>	<u>No</u>	If yes, position: <u> </u>
Are you currently serving on a Board?	<u>Yes</u>	<u>No</u>	If yes, Board Name: <u> </u>
Have you been convicted of a felony?	<u>Yes</u>	<u>No</u>	If yes, provide date: <u> </u>
Have your civil rights been restored?	<u>Yes</u>	<u>No</u>	If yes, provide date: <u>N/A</u>
Have you filed bankruptcy?	<u>Yes</u>	<u>No</u>	If yes, provide date: <u> </u>

Potential Conflict of Interest: Have you ever been engaged in the management/ownership of any business enterprise that has a financial interest with the City of Jacksonville Beach? Yes No

If yes, please provide details:

City Boards (Please indicate your preferences by ranking - denote your Primary choice with a "1", Secondary choice with a "2".

<u>2</u> Board of Adjustment	<u>1</u> Planning Commission
<u>3</u> Community Redevelopment Agency	Pension Trustee

Please list the type of City meetings you have attended: CITY COUNCIL MEETINGS

Qualifications (Briefly describe specific expertise, abilities, or qualifications) BACKGROUND IN BUSINESS OWNERSHIP AND CONSTRUCTION PROJECT MANAGEMENT

Education: BISHOP KENNY - High School 2000
SANTA FE COLLEGE - 2003

Application for Appointment to City Boards (cont.)

State Reporting Requirements

Section 760.80, Florida Statutes, requires that the City annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board members and elected officials. Please circle the appropriate responses.

<u>Race</u>		<u>Gender</u>	<u>Physically Disabled</u>
☐ African-American	☒ Caucasian	☐ Female	☐ Yes
☐ Asian/Pacific Islander	☐ Hispanic	☒ Male	☒ No
☐ American Indian/Alaskan	☐ Not Known		

Florida's Public Records Law, Chapter 119, Florida Statutes, states: "It is the policy of this state that all state, county, and municipal records shall at all times be open for a personal inspection by any person." Your application when filed will become a public record and subject to the above statute. In addition, any appointed member of a board of any political subdivision (except members of solely advisory bodies) and all members of bodies exercising planning or zoning, are required to file a financial disclosure form (Form 1) within 30 days after appointment and annually thereafter, for the duration of the appointment as required by Chapter 112, Florida Statutes.

I understand that if I am appointed to one of the City's boards, I will be required to file a financial disclosure form - Form 1, as described above, and I am willing to comply with this requirement.

I understand that any false, incomplete, or misleading information given by me on the application is sufficient cause for rejection of this application. I understand and agree that any such false, incomplete, or misleading information discovered on this application at any time after appointment to a Board may result in my removal.

I also understand that all board appointments are for voluntary, uncompensated services. Additionally, if appointed, I am able to attend meetings and otherwise fulfill the duties of the office.

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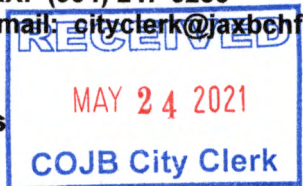
By submitting this form, I declare the foregoing facts to be true, correct, and complete. Additionally I hereby authorize a criminal background check.

Date

9/27/22

Applicant's Signature





Application for Appointment to City Boards

Personal Information (Please print or type)

Name:	Debbie Cole	Home Phone:	305-900-7241
Home Address:	926 6th Ave N		
E-Mail Address:	debbiec87@hotmail.com	Cell Phone:	305-900-7241
Occupation:	Software sales	Business Phone:	
Business Name:	251 N City Dr., Ste. 128F, San Marcos, CA 92078 - LabArchives		
Business Address:	251 N City Dr., Ste. 128F, San Marcos, CA 92078		

Eligibility – Please Circle

Are you a resident of the City?	Yes ☒	No ☐	If yes, length of time: 4 yrs, 9 mos (this time) ☒
Are you a registered voter?	Yes ☒	No ☐	If yes, what County: Duval ☒
Do you own property in the City?	Yes ☒	No ☐	If yes, address: 926 6th Ave N
Do you hold a public office?	Yes ☐	No ☒	If yes, Office name: _____
Are you employed by the City?	Yes ☐	No ☒	If yes, position: _____
Are you currently serving on a Board?	Yes ☐	No ☒	If yes, Board Name: _____
Have you been convicted of a felony?	Yes ☐	No ☒	If yes, provide date: _____
Have your civil rights been restored?	Yes ☐	No ☐	If yes, provide date: _____
Have you filed bankruptcy?	Yes ☒	No ☐	If yes, provide date: 2009

Potential Conflict of Interest: Have you ever been engaged in the management/ownership of any business enterprise that has a financial interest with the City of Jacksonville Beach? Yes ☐ No ☒

If yes, please provide details: _____

City Boards (Please indicate your preferences by ranking - denote your Primary choice with a "1", Secondary choice with a "2".)

N/A	Board of Adjustment	2	Planning Commission
1	Community Redevelopment Agency	N/A	Pension Trustee

Please list the type of City meetings you have attended: _____ I have attended many City Hall meetings as well as some of the special planning meetings for residents.

Education: BSBA from the University of Missouri, St. Louis

Qualifications (Briefly describe specific expertise, abilities, or qualifications):

I initially moved to Jax Beach area in 1997 and rented an apartment in Neptune Beach, but moved away then back again, and bought a house in Jax Beach on 4th Ave N - moved away again then for a third time moved back to Jax Beach about 5 years ago and bought my house on 6th Ave N. I have seen a lot of transformation at the Beach and a lot of efforts that have, unfortunately, fallen flat. I want to do whatever I can to finally make a change for the better! I

Application for Appointment to City Boards (cont.)

State Reporting Requirements

Section 760.80, Florida Statutes, requires that the City annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board members and elected officials. Please circle the appropriate responses.

Race

- | | |
|--|------------------------------------|
| ☐ African-American | ☐ Caucasian |
| ☐ Asian/Pacific Islander | ☐ Hispanic |
| ☐ American Indian/Alaskan | ☐ Not Known |

Gender

- ☒ Female
☐ Male

Physically Disabled

- ☐ Yes
☒ No

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I understand that if I am appointed to one of the City's boards, I will be required to file a financial disclosure form - Form 1, as described above, and I am willing to comply with this requirement.

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I also understand that all board appointments are for voluntary, uncompensated services. Additionally, if appointed, I am able to attend meetings and otherwise fulfill the duties of the office.

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By submitting this form, I declare the foregoing facts to be true, correct, and complete. Additionally I hereby authorize a criminal background check.

May 24, 2021

Date

Applicant's Signature

SUBMIT APPLICATION

Please do not write below – Staff use

Date application received: 05/24/2021

Interviewed on: 10/15/2021

Eligible for appointment **Yes** No

If not eligible for appointment

Explanation: _____

Appointed to: _____

Date: _____

Appointed to: _____

Date: _____

Appointed to: _____

Date: _____

BUSINESS DEVELOPMENT & SALES PROFESSIONAL

Business Development & Sales Professional with 13+ years experience. Acumen and passion for developing strategies for new markets and building on existing sales and transitioning into execution. Results-oriented sales and business development professional that offers significant experience in prospecting, decision-making, business strategy, enterprise/complex sales, account management, managing sales targets and exceeding growth expectations. Provides straightforward, creative thinking and problem-solving skills that consistently achieve successful outcomes surpassing objectives.

- Enterprise/Complex Sales
- New Business Strategy & Development
- Sales/Prospecting
- Saas Sales
- Presentations/Demos/Training
- Educational Technology Sales
- Leverage Existing Sales for Expansion
- Communication Skills

SELECT CAREER ACCOMPLISHMENTS

- Built \$3+M pipeline within first year of taking over regional sales territory.
- Conducted “green-field” selling techniques to introduce new product concept to the US education market; Sales forecasted to exceed \$2 million in first two years.
- Conducted training and customer presentations for cloud-based software platform and app-based educational product for US and international markets.
- Negotiated vendor partnerships and helped close \$1 million deal with Japanese partner within first year of product rollout.
- Collaborated with internal teams to identify product requirements, creating development plan for international product version of educational technology platform

PROFESSIONAL EXPERIENCE**LabArchives - Jacksonville, FL****2018 – present***Regional Manager*

Covering southeast territory, responsible for establishing relationships and acquiring enterprise level customers with a focus on higher education, industry, healthcare and government research for cloud-based digital platform for research data management. Establish relationships with and work across many key decision makers in targeted institutions in scientific research functions, administration and IT (VP of Research, Vice Provost, CTO, Director of IT, etc.) to close complex and involved enterprise sales opportunities. Conduct application demonstrations, sales presentations, and negotiate contracts, in person and virtually. Built pipeline of over \$3M in first year and closed business in excess of \$500K. On track for quota achievement in 2020 with closed and projected sales of over \$1.7M.

PEARSON EDUCATION**2006 – 2017*****2015-2017 - Account Manager/Business Development — Denver, CO and Jacksonville, FL***

Consulted with English language education professionals across 6 states in the SE for universities and private language institutes promoting educational resources and services.

Led strategy for new tablet-based technology product for global market. Provided leadership in communication, marketing, training and implementation in chosen international markets for successful launch of new product and helped drive increased business for existing products as channel manager for regional teams.

2011-2015 - Business Development Manager/Sales– Washington, DC and Denver, CO

Led start-up for UK-based academic qualification by leading strategic effort for product introduction to U.S. market.

- Cultivated executive-level relationships with key institutions and organizations, establishing recognition for qualifications and student progression.

2006-2010 - Business Development Manager/Sales– London, England

Employed initially as custom acquisitions editor based in Jacksonville, Florida; accountable for liaising with customers to develop customized material in print and/or media using Pearson content and resources, prior to appointment as business development manager in 2008 based in London. Identified and created new and existing business opportunities independently and through collaboration across other business units to develop and deliver integrated product offers for customers. Presented and trained instructors and students on technology based educational resources.

- Negotiated highly-profitable custom solution with Ministry of Higher Education in Egypt, resulting in multi-year contract worth over £100,000.
- Grew £350,000 territory in 2008 to over £750,000 by August 2010, recognizing faster revenue growth than all peers in similar markets.

Varsity Group – Washington, DC and Jacksonville, FL
Regional Manager

2004 – 2006

EARLY CAREER ACCOMPLISHMENTS

- Developed selling strategies for nationally-driven disciplines for technology products; trained and presented technology resources to instructors and students, including: one-on-one, workshops and multi-school events as market consultant for Thomson International Publishing Co.
- Planned, organized and implemented sales strategies to achieve established sales targets for Thomson International Publishing Co., achieving “Rookie of the Year” 2001 and exceeding sales goals in 2001 and 2002 by 117% and 113.4% respectively.
- Maintained existing accounts and buyer/vendor relationships in highly aggressive commodity market as sales representative at Lasco, Inc., Florida - managing territory with annual sales of \$4 million+. Realized sales increase of 12% in 1st six months and received “Quota Buster of the Year” achievement award.
- Increased territory sales by 200% in 1st year as major account representative at Sanrio, Inc., meeting and exceeding monthly sales goals to facilitate continued business growth.

EDUCATION/TRAINING

Bachelor of Science, Business Administration, University of Missouri – St. Louis, MO
Certifications: Series 7, Series 66



Application for Appointment to City Boards

Received: 09/29/2021
City Clerk's Office

Personal Information (Please print or type)

Name: <u>John Gray</u>	Home Phone: <u>904-655-2612</u>
Home Address: <u>3972 Poinciana Blvd Jax Beach FL 32250</u>	
E-Mail Address: <u>john@restore24.net</u>	Cell Phone: <u>Same</u>
Occupation: <u>VP, Business Development</u>	Business Phone: <u>Same</u>
Business Name: <u>Restore 24</u>	
Business Address: <u>5152 University Dr W Ste 300 Jax, FL 32216</u>	

Eligibility – Please Circle

Are you a resident of the City?	☒ Yes	No	If yes, length of time: <u>26 years</u>
Are you a registered voter?	☒ Yes	No	If yes, what County: <u>Duval</u>
Do you own property in the City?	☒ Yes	No	If yes, address: <u>home address</u>
Do you hold a public office?	☒ Yes	☒ No	If yes, Office name: _____
Are you employed by the City?	☒ Yes	☒ No	If yes, position: _____
Are you currently serving on a Board?	☒ Yes	☒ No	If yes, Board Name: _____
Have you been convicted of a felony?	☒ Yes	☒ No	If yes, provide date: _____
Have your civil rights been restored?	☒ Yes	☒ No	If yes, provide date: _____
Have you filed bankruptcy?	☒ Yes	☒ No	If yes, provide date: _____

Potential Conflict of Interest: Have you ever been engaged in the management/ownership of any business enterprise that has a financial interest with the City of Jacksonville Beach? Yes ☒ No ☒

If yes, please provide details: _____

City Boards

<u>3</u> Board of Adjustment	<u>1</u> Planning Commission
<u>2</u> Community Redevelopment Agency	<u>4</u> Pension Trustee

Please list the type of City meetings you have attended: Zoning meeting & Planning Commission

Qualifications (Briefly describe specific expertise, abilities, or qualifications)

Served on NEFBA Apartment Council Board
local & State Apartment Association

Education: <u>Gulf Coast State College</u>

Application for Appointment to City Boards (cont.)

State Reporting Requirements

Section 760.80, Florida Statutes, requires that the City annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board members and elected officials. Please circle the appropriate responses.

<u>Race</u>		<u>Gender</u>	<u>Physically Disabled</u>
African-American	☒ Caucasian	Female	Yes
Asian/Pacific Islander	Hispanic	☒ Male	☒ No
American Indian/Alaskan	Not Known		

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I understand that if I am appointed to one of the City's boards, I will be required to file a financial disclosure form - Form 1, as described above, and I am willing to comply with this requirement.

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By submitting this form, I declare the foregoing facts to be true, correct, and complete. Additionally I hereby authorize a criminal background check.

9/28/2021
Date


Applicant's Signature

Please do not write below - Staff use

Date application received: 09/29/2021

Interviewed on: 10/15/2021

Eligible for appointment **Yes** No

If not eligible for appointment

Explanation: _____

Appointed to: _____

Date: _____

Appointed to: _____

Date: _____

Appointed to: _____

Date: _____

City of Jacksonville Beach
Office of the City Clerk
11 North 3rd Street
Jacksonville Beach, Florida 32250



Phone: (904) 247-6299 ext 10
FAX: (904) 247-6256
E-mail: cityclerk@jaxbchfl.net

Application for Appointment to City Boards

Received
May 3, 2021
City Clerk's Office

Personal Information (Please print or type)

Name: <u>Walter Haynes</u>	Home Phone: _____
Home Address: <u>116 Seagrape Dr.</u>	
E-Mail Address: <u>Walter.integrityfirstelectric.com</u>	Cell Phone: <u>904-626-4482</u>
Occupation: <u>Electrical Contractor</u>	Business Phone: _____
Business Name: <u>Integrity First Electric Co.</u>	
Business Address: <u>9200 8th Ave S.</u>	

Eligibility – Please Circle

Are you a resident of the City?	<u>Yes</u>	No	If yes, length of time: _____
Are you a registered voter?	<u>Yes</u>	No	If yes, what County: _____
Do you own property in the City?	<u>Yes</u>	No	If yes, address: _____
Do you hold a public office?	Yes	<u>No</u>	If yes, Office name: _____
Are you employed by the City?	Yes	<u>No</u>	If yes, position: _____
Are you currently serving on a Board?	Yes	<u>No</u>	If yes, Board Name: _____
Have you been convicted of a felony?	Yes	<u>No</u>	If yes, provide date: _____
Have your civil rights been restored?	Yes	<u>No</u>	If yes, provide date: _____
Have you filed bankruptcy?	Yes	<u>No</u>	If yes, provide date: _____

Potential Conflict of Interest: Have you ever been engaged in the management/ownership of any business enterprise that has a financial interest with the City of Jacksonville Beach? Yes No

If yes, please provide details: _____

City Boards (Please indicate your preferences by ranking - denote your Primary choice with a "1", Secondary choice with a "2".)

☐ Board of Adjustment	☒ Planning Commission
☐ Community Redevelopment Agency	☐ Pension Trustee

Please list the type of City meetings you have attended: None

Qualifications (Briefly describe specific expertise, abilities, or qualifications) Business owner for 12 years in Tax Bch

Education: <u>State Lic Electrical Contractor Since 2007</u>

Application for Appointment to City Boards (cont.)

State Reporting Requirements

Section 760.80, Florida Statutes, requires that the City annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board members and elected officials. Please circle the appropriate responses.

Race

- ☐ African-American
☐ Asian/Pacific Islander
☐ American Indian/Alaskan

- ☒ Caucasian
☐ Hispanic
☐ Not Known

Gender

- ☐ Female
☒ Male

Physically Disabled

- ☐ Yes
☒ No

Florida's Public Records Law, Chapter 119, Florida Statutes, states: "It is the policy of this state that all state, county, and municipal records shall at all times be open for a personal inspection by any person." Your application when filed will become a public record and subject to the above statute. In addition, any appointed member of a board of any political subdivision (except members of solely advisory bodies) and all members of bodies exercising planning or zoning, are required to file a financial disclosure form (Form 1) within 30 days after appointment and annually thereafter, for the duration of the appointment as required by Chapter 112, Florida Statutes.

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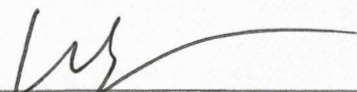
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5/3/21
Date


Applicant's Signature

Please do not write below - Staff use

Date application received: 05/03/2021

Interviewed on: 10/14/2021

Eligible for appointment **Yes** No

If not eligible for appointment
Explanation: _____

Appointed to: _____

Date: _____

Appointed to: _____

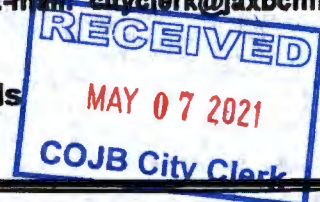
Date: _____

Appointed to: _____

Date: _____



Application for Appointment to City Boards



Personal Information (Please print or type)

Name: Rebecca LINDNER-Like Home Phone: 904-589-8213
Home Address: 1017 2nd St N 32250
E-Mail Address: RLIKE33@bellsouth.net Cell Phone: Same
Occupation: SALES Business Phone: Same
Business Name: Frontline Insurance Co
Business Address: 500 W International Pkwy, Lake Mary FL (remote position)

Eligibility - Please Circle

Are you a resident of the City?	Yes ☒	No ☐	If yes, length of time: <u>4 years</u> ✓
Are you a registered voter?	Yes ☒	No ☐	If yes, what County: <u>Duval</u> ✓
Do you own property in the City?	Yes ☒	No ☐	If yes, address: <u>1017 2nd St N</u>
Do you hold a public office?	Yes ☐	No ☒	If yes, Office name: _____
Are you employed by the City?	Yes ☐	No ☒	If yes, position: _____
Are you currently serving on a Board?	Yes ☐	No ☒	If yes, Board Name: _____
Have you been convicted of a felony?	Yes ☐	No ☒	If yes, provide date: _____
Have your civil rights been restored?	Yes ☐	No ☒	If yes, provide date: _____
Have you filed bankruptcy?	Yes ☐	No ☒	If yes, provide date: _____

Potential Conflict of Interest: Have you ever been engaged in the management/ownership of any business enterprise that has a financial interest with the City of Jacksonville Beach? Yes ☐ No ☒

If yes, please provide details:

N/A

City Boards (Please indicate your preferences by ranking - denote your Primary choice with a "1", Secondary choice with a "2".)

1
1

Board of Adjustment

Community Redevelopment Agency

1
1

Planning Commission

Pension Trustee

Please list the type of City meetings you have attended: monthly city council meetings

Education:

Qualifications (Briefly describe specific expertise, abilities, or qualifications):

An interested resident who has attended meetings, subscribes to local
beaches news to keep up on happenings, lives right outside
the downtown area so very familiar with changes &
new developments. I can be consistent in my commitment,
am not afraid to contribute & willy to assist w/ various tasks TH!

Application for Appointment to City Boards (cont.)

State Reporting Requirements

Section 760.80, Florida Statutes, requires that the City annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board members and elected officials. Please circle the appropriate responses.

Race

- ☐ African-American
☐ Asian/Pacific Islander
☐ American Indian/Alaskan

- ☒ Caucasian
☐ Hispanic
☐ Not Known

Gender

- ☒ Female
☐ Male

Physically Disabled

- ☐ Yes
☒ No

Florida's Public Records Law, Chapter 119, Florida Statutes, states: "It is the policy of this state that all state, county, and municipal records shall at all times be open for a personal inspection by any person." Your application when filed will become a public record and subject to the above statute. In addition, any appointed member of a board of any political subdivision (except members of solely advisory bodies) and all members of bodies exercising planning or zoning, are required to file a financial disclosure form (Form 1) within 30 days after appointment and annually thereafter, for the duration of the appointment as required by Chapter 112, Florida Statutes.

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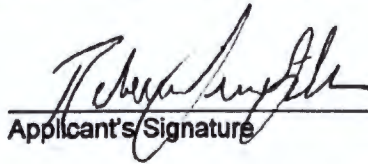
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By submitting this form, I declare the foregoing facts to be true, correct, and complete. Additionally I hereby authorize a criminal background check.

Date

5/7/21

Applicant's Signature



SUBMIT APPLICATION

Please do not write below - Staff use

Date application received: 05/07/2021

Interviewed on: 10/15/2021

Eligible for appointment **Yes** No

If not eligible for appointment
Explanation:

Appointed to: _____

Date: _____

Appointed to: _____

Date: _____

Appointed to: _____

Date: _____

REBECCA A. LINDNER-LIKE

1017 2nd Street North

Jacksonville Beach, FL 32250

Cell: 904-589-8213

Home: 904-595-5240

Email: rlike33@bellsouth.net

PROFESSIONAL SUMMARY: Self-motivated and goal-driven sales territory manager specializing in expanding territory base representation, exceeding sales goals, and garnering a loyal agency following seeks senior field marketing, sales or management opportunities. Developed a strong knowledge base of the insurance industry through positions in claims, TPA administration, underwriting and sales in both personal and commercial lines in the P&C industry. Have consistently demonstrated the ability to build agency relationships that result in increased production and brand loyalty while managing loss ratios, product offering changes, and communications between the agency and carrier. Highly efficient and able to provide field data, agency visit summaries, along with analysis and reports, often before requested deadlines

SIGNIFICANT CAREER ACHIEVEMENTS:

SALES REPRESENTATIVE/GEORGIA STATE MANAGER, FRONTLINE INSURANCE,
December 2015 to present

FLORIDA TERRITORY MANAGER:

Tasked with growing and reshaping a territory that had limited representation and expanded territory to include new qualified agencies while maintaining rapport and partnerships with flagship agency owners and their staff

Expanded agency base by 40%

Provided training for new agencies to include multiple follow up visits to ensure production and agency comfort with carrier and offerings

Trained new and existing agents on new rating software and provided feedback for improvements

Exceeded quarterly growth every quarter since inception, only missing max bonus once

PROMOTED: GEORGIA STATE MANAGER, March 2019 to present

Prospect for quality agency partners to offer Frontline's products in a new market

Gather market intelligence and agents' feedback to further adjust and define product offerings

Support new agents with prompt assistance to questions and issues

Train agents to sell and promote Frontline to their client base

Manage new state responsibilities with existing Florida territory responsibilities simultaneously

TERRITORY MANAGER, ELEMENTS PROPERTY INSURANCE, January 2013 to December 2015

Involved in multiple facets of company development for a start-up property insurer, contributing on an as-needed capacity beyond traditional territory manager duties

Wrote copy for various projects including: company overview, introduction letters, assumption directives for both agents and customers, bulletins and training materials

Project Management to include heading up a communications review committee to review all correspondence sent out to agents, policyholders and the general public

Generate ideas and create copy for social media

Liason point for marketing department to ask questions and interact with the underwriting department to increase efficiency and decrease duplication

Coordinated with graphic designers and vendors to create give-aways, sign displays and purchase marketing materials

Trained in tandem with the VP of Sales all new territory hires, including mentoring and ride-alongs

Main contact point for all franchise and large agency operations

Research competition via agency discussions, website resources and state online resources

Plan and implement an agency appointment strategy in line with company's goals

Coach and train new agents on company and system use via in person visits and webinars

TERRITORY MANAGER, HOMEOWNERS CHOICE INSURANCE, December 2011 to January 2013

Developed strong relationships with agents who have books of takeout business with Homeowners Choice, but no prior contact from the carrier, to ensure retention levels of 94%

Proof-read various marketing correspondence to ensure a professional image of HCI is presented to its agents and policyholders

Created correspondence to be delivered to agents including bulletins and brochure content

Organized and Implemented as a team a phone and email campaign to 2000+ agencies for the November 2012 Citizens takeout of 70,000 policy holders to ensure these agents were aware of HCI and our plans to retain their clients in order to produce a record level of almost 80% acceptance of the takeout

Mentored new territory managers by going on agency visits and offering suggestions for improvements, answering the territory manager's questions and providing encouragement

TERRITORY MANAGER, AMERICAN INTEGRITY INSURANCE, September 2010 to December 2011

Developed a previously under-utilized territory for the company by appointing an additional 45+ quality agencies to increase production

Planned and executed agency council meetings to increase brand awareness for American Integrity in my territory to become a top three choice for agents for new home construction risks as well as dwelling fire and vacant risks

Built a strong relationship with Brightway and WeInsureFL franchises, on both the franchise owner and corporate levels, to increase production statewide, not just my territory. Saw production from Brightway statewide go from an average of 200 policies a month to 1700+ per month

Exceeded sales goals consistently. Went from immediately exceeding sales targets by 110% on average to a record 196% by December of 2011

EDUCATION:

Bachelor of Arts Degree in English Writing, December 1997, **University of Pittsburgh**, Pittsburgh, PA

DESIGNATIONS AND LICENSES:

AINS Designation completed April 2018

API Designation completed May 2005

CIC Designation completed November 2012

CPCU Designation completed 2020

CPRM Designation actively pursuing with two courses left

FLORIDA 220 PROPERTY AND CASUALTY LICENSE in compliance and completed in 2000

LEADERSHIP:

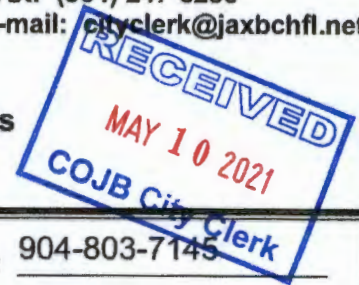
Organize and run the North Florida Territory Manager Luncheon Meeting

Leadership team for Polka Dot Powerhouse Women's Networking group



Application for Appointment to City Boards

Personal Information (Please print or type)



Name: <u>Stacy L. Smith</u>	Home Phone: <u>904-803-7145</u>
Home Address: <u>365 Palm Tree Rd, Jacksonville Beach, FL 32250</u>	
E-Mail Address: <u>stacy73322@gmail.comj</u>	Cell Phone: <u>904-803-7145</u>
Occupation: <u>Facilities Planner Interior Designer</u>	Business Phone: <u>904-803-7145</u>
Business Name: <u>Stacy L Smith Interiors 365 Palm Tree Rd. A, Jacksonville Beach, FL 32250</u>	
Business Address: <u>Stacy L Smith Interiors 365 Palm Tree Rd. A, Jacksonville Beach, FL 32250</u>	

Eligibility – Please Circle

Are you a resident of the City?	Yes ☒	No ☐	If yes, length of time: <u>20 yrs</u>
Are you a registered voter?	Yes ☒	No ☐	If yes, what County: <u>Duval</u>
Do you own property in the City?	Yes ☒	No ☐	If yes, address: <u>365 Palm Tree Rd.</u>
Do you hold a public office?	Yes ☐	No ☒	If yes, Office name: _____
Are you employed by the City?	Yes ☐	No ☒	If yes, position: _____
Are you currently serving on a Board?	Yes ☐	No ☒	If yes, Board Name: _____
Have you been convicted of a felony?	Yes ☐	No ☒	If yes, provide date: _____
Have your civil rights been restored?	Yes ☒	No ☐	If yes, provide date: _____
Have you filed bankruptcy?	Yes ☐	No ☒	If yes, provide date: _____

Potential Conflict of Interest: Have you ever been engaged in the management/ownership of any business enterprise that has a financial interest with the City of Jacksonville Beach? Yes ☐ No ☒

If yes, please provide details: _____

City Boards (Please indicate your preferences by ranking - denote your Primary choice with a "1", Secondary choice with a "2".

3 Board of Adjustment	1 Planning Commission
2 Community Redevelopment Agency	4 Pension Trustee

Please list the type of City meetings you have attended: Planning and Development

Education: BS Interior Design, Kansas State University

Qualifications (Briefly describe specific expertise, abilities, or qualifications):

Registered Interior Designer with State of Florida - Familiar with Florida and National Building Codes, Property owner Jacksonville Beach, Business Owner Jacksonville Beach (over 10 years)

Application for Appointment to City Boards (cont.)

State Reporting Requirements

Section 760.80, Florida Statutes, requires that the City annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board members and elected officials. Please circle the appropriate responses.

Race

- ☐ African-American
☐ Asian/Pacific Islander
☐ American Indian/Alaskan

- ☒ Caucasian
☐ Hispanic
☐ Not Known

Gender

- ☒ Female
☐ Male

Physically Disabled

- ☐ Yes
☐ No

Florida's Public Records Law, Chapter 119, Florida Statutes, states: "It is the policy of this state that all state, county, and municipal records shall at all times be open for a personal inspection by any person." Your application when filed will become a public record and subject to the above statute. In addition, any appointed member of a board of any political subdivision (except members of solely advisory bodies) and all members of bodies exercising planning or zoning, are required to file a financial disclosure form (Form1) within 30 days after appointment and annually thereafter, for the duration of the appointment as required by Chapter 112, Florida Statutes.

I understand that if I am appointed to one of the City's boards, I will be required to file a financial disclosure form - Form 1, as described above, and I am willing to comply with this requirement.

I understand that any false, incomplete, or misleading information given by me on the application is sufficient cause for rejection of this application. I understand and agree that any such false, incomplete, or misleading information discovered on this application at any time after appointment to a Board may result in my removal.

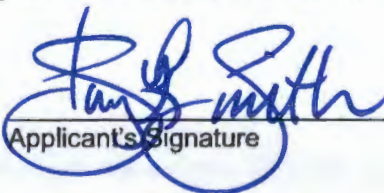
I also understand that all board appointments are for voluntary, uncompensated services. Additionally, if appointed, I am able to attend meetings and otherwise fulfill the duties of the office.

Applications are submitted to the City Council when vacancies occur and are effective for two years from date of completion.

By submitting this form, I declare the foregoing facts to be true, correct, and complete. Additionally I hereby authorize a criminal background check.

5/5/2021

Date


Applicant's Signature

SUBMIT APPLICATION

Please do not write below - Staff use

Date application received: 05/10/2021

Interviewed on: 10/14/2021

Eligible for appointment **Yes** No

If not eligible for appointment

Explanation: _____

Appointed to: _____ Date: _____

Appointed to: _____ Date: _____

Appointed to: _____ Date: _____

Stacy L. Smith

365 Palm Tree Rd, Jacksonville Beach, FL 32250

Phone: 904.803.7145

Email: stacy73322@gmail.com

Portfolio: <http://stacy73322.wixsite.com/stacysmithdesigns>

STRENGTHS & SKILLS

- Commercial and residential design: New Construction, Renovate/Remodel, Tenant Improvement, & Relocation
- Programming, space planning; conceptual, schematic, and design development; construction docs, and administration with utilization of life safety and building codes
- Specifying furniture, finishes, fixtures, and equipment
- Project and client development and management, budgeting, scheduling, and implementation
- Custom furniture design and systems furniture layouts
- Project design, renderings, and visuals for presentations; both hand and computer generated
- Extensive knowledge of various product and finish specifications, use, and function in a multitude of environments
- Field management and selection of sub-contractors and trades
- Bid and proposal review and negotiation
- Purchasing – including estimating, sourcing, pricing, negotiation, RFPs, POs, receipt, delivery and installation
- Management of office and employees
- Professional interactions with clients and colleagues
- Ability to understand and interpret client needs and style, and convey through functional and creative design
- Motivated to work independently and/or preferably in a team environment
- Initiative and ability to handle multiple projects simultaneously
- Focus in color and light therapy techniques and applications for mental and physical well-being
- Lighting specialist and sustainable design advocate

EMPLOYMENT

2020 – Present

Senior Occupancy Planner

CBRE providing services for Johnson & Johnson – State of Florida

2018 – 2020

Commercial Senior Interior Designer

RDB Design Associates Jacksonville, FL

2004 - Present

Principal / Senior Designer / Project Manager Jacksonville, FL

Designhouse Space Designs & SLSI – Stacy L Smith Interiors, Inc.

Commercial and Residential Design

TECHNICAL SKILLS

Proficient in both Mac and PC Platforms; Revit, Autocad, Full MS Office Suite, Adobe Creative Suite – Photoshop & Illustrator; 2020, Studio Designer; Familiar with; Studio 3D, Rhino 3D, Project and Facilities Management software, SAGE, and AS400

CREDENTIALS

2019 **RID** – *Registered Interior Designer*; ID0006512

2009 **NCIDQ** – *National Council for Interior Design Qualification*

2008 **Women's Business Center** - *Financial Matters Program Certificate holder*

EDUCATION

1991 – 1997 **BS Interior Design** (FIDER/CIDA accredited)

Kansas State University Manhattan, KS

1999 – 2001 **Studies in Graphic Design**

Kansas State University Manhattan, KS

ACCOMPLISHMENTS

Career Accomplishments:

- Continuous success in bringing projects to completion at or under clients' specified budgets
- Development of standard operating procedures, providing for consistencies in the design process and client generation and development
- Identification of cost saving solutions, techniques, and products in all facets of the design process, resulting in a lower base build cost for projects
- Created and maintained full FFE menu for multi-family project consisting of 1,000 plus products
- Designed and implemented a new process for presenting concepts and designs to client
- Developed a new uniform system to record and track all FFE for each project to distribute to all departments
- Created 500+ interactive slide presentation for introducing product menu to clients

Notable Clients:

Mayo Clinic: *Multiple simultaneous projects*

Baptist Health: *Multiple simultaneous projects*

Army Corp of Engineers: *Tenant improvement*

ATP Flight School: *Training facilities, and furniture specs*

The Bakkar Group Offices: *Furniture specifications and acquisition, lobby design*

The Klotz Group: *Multiple Commercial & Multi-tenant property design and consultation*

JH Advisors: *Multiple Commercial property renovations design*

Merrill Lynch Offices – *Personal Office design and furnishings*

Notable Design Projects:

Restaurants:

Chew Restaurant, Restaurant Orsay, Twisted Martini I and II, TraVini Remodel, Salt Life Food Shack, Hightide Burrito Gallery, Taverna, Pele's Woodfire, North Beach Bistro, The Casbah Hookah Lounge remodel

Multi-Family, Commercial, and Other

Medical and Merchants Center of Mandarin: *Lobby and common area redesign; 12,000 sf*

ATP Flight School – *Classroom and training facility design and furnishings; Phoenix, AZ*

Bella Harbor (52 unit condo development): *All interior and exterior selections*

Woodruff Crossing (Residential community, Greenville SC): *Model homes*

Elite Homes (Townhomes and single family): *All interior and exterior selections*

Lofts of North Beach Condos: *New condo building in collaboration with client and architect*

Privado Condos: *New condo building in collaboration with client and architect*

North Beach on Kernan (432 apartments located in Jacksonville, Client: Cedarwood Development, Akron Ohio): *Clubhouse and 2 models, plus all interior and exterior finishes for community*

The Vista at Twenty-Mile: *44 Semi-custom luxury home development*

The Plantation at Ponte Vedra – *Clubhouse design assistance*

Project Portfolio: <http://stacy73322.wixsite.com/stacysmithdesigns>

Linked in Profile: <https://www.linkedin.com/in/stacyleesmithdesigns/>

City of Jacksonville Beach
Office of the City Clerk
11 North 3rd Street
Jacksonville Beach, Florida 32250

RECEIVED

MAY 14 2021

COJB City Clerk



Phone: (904) 247-6299 ext 10
FAX: (904) 247-6256
E-mail: cityclerk@jaxbchfl.net

Application for Appointment to City Boards

Personal Information *(Please print or type)*

Name: Jeffrey Spear Home Phone: 904 685 2135
Home Address: 2400 1st Street S. #135
E-Mail Address: jeff@studiospear.com Cell Phone: 904 685 2135
Occupation: Design, Strategic Planning, Marketing Business Phone: 904 685 2135
Business Name: Studio Spear
Business Address: PO Box 51291, Jacksonville Beach, FL 32240

Eligibility - Please Circle

Are you a resident of the City?	☒ Yes	☐ No	If yes, length of time: <u>10 years, 6 months</u>
Are you a registered voter?	☒ Yes	☐ No	If yes, what County: <u>Duval</u>
Do you own property in the City?	☒ Yes	☐ No	If yes, address: _____
Do you hold a public office?	☒ Yes	☐ No	If yes, Office name: _____
Are you employed by the City?	☒ Yes	☐ No	If yes, position: _____
Are you currently serving on a Board?	☒ Yes	☐ No	If yes, Board Name: _____
Have you been convicted of a felony?	☒ Yes	☐ No	If yes, provide date: _____
Have your civil rights been restored?	☒ Yes	☐ No	If yes, provide date: _____
Have you filed bankruptcy?	☒ Yes	☐ No	If yes, provide date: _____

Potential Conflict of Interest: Have you ever been engaged in the management/ownership of any business enterprise that has a financial interest with the City of Jacksonville Beach? Yes ☒ No

If yes, please provide details: _____

City Boards *(Please indicate your preferences by ranking - denote your Primary choice with a "1", Secondary choice with a "2".*

	Board of Adjustment	2	Planning Commission
1	Community Redevelopment Agency		Pension Trustee

Please list the type of City meetings you have attended: Planning, Redevelopment,

Qualifications *(Briefly describe specific expertise, abilities, or qualifications)* Visionary and strategic approach to design and land use in public and private spaces. 40+ years of writing, design, planning, and management

Education: 1977 BF A(Graphic Design) University of Arizona

Application for Appointment to City Boards (cont.)

State Reporting Requirements

Section 760.80, Florida Statutes, requires that the City annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board members and elected officials. Please circle the appropriate responses.

Race

☐ African-American
☐ Asian/Pacific Islander
☐ American Indian/Alaskan
☒ Caucasian
☐ Hispanic
☐ Not Known

Gender

☐ Female
☒ Male

Physically Disabled

☐ Yes
☒ No

Florida's Public Records Law, Chapter 119, Florida Statutes, states: "It is the policy of this state that all state, county, and municipal records shall at all times be open for a personal inspection by any person." Your application when filed will become a public record and subject to the above statute. In addition, any appointed member of a board of any political subdivision (except members of solely advisory bodies) and all members of bodies exercising planning or zoning, are required to file a financial disclosure form (Form 1) within 30 days after appointment and annually thereafter, for the duration of the appointment as required by Chapter 112, Florida Statutes.

I understand that if I am appointed to one of the City's boards, I will be required to file a financial disclosure form - Form 1, as described above, and I am willing to comply with this requirement.

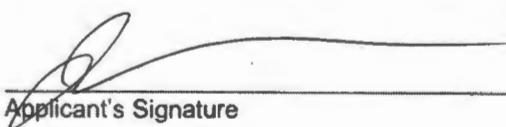
I understand that any false, incomplete, or misleading information given by me on the application is sufficient cause for rejection of this application. I understand and agree that any such false, incomplete, or misleading information discovered on this application at any time after appointment to a Board may result in my removal.

I also understand that all board appointments are for voluntary, uncompensated services. Additionally, if appointed, I am able to attend meetings and otherwise fulfill the duties of the office.

Applications are submitted to the City Clerk and are valid for two years from the date they are submitted. All applicants are interviewed following their application submittal. When vacancies occur, the City Council considers all eligible applicants and votes to make board appointments.

By submitting this form, I declare the foregoing facts to be true, correct, and complete. Additionally I hereby authorize a criminal background check.

May 14, 2021
Date


Applicant's Signature

Please do not write below - Staff use

Date application received: 05/14/2021

Interviewed on: 10/14/2021

Eligible for appointment **Yes** No

If not eligible for appointment
Explanation: _____

Appointed to: _____ Date: _____

Appointed to: _____ Date: _____

Appointed to: _____ Date: _____

JEFFREY SPEAR
Senior Marketing, Competitiveness and Export Development Specialist

Prepared 05/24/2021

May 24, 2021

Jodilynn Byrd
Administrative Assistant
City Clerk's Office
City of Jacksonville Beach
11 North Third Street
Jacksonville Beach, FL 32250

Dear Jodilynn

Thanks for your email. As requested, I have prepared a copy of my most recent resume for your review. As you will see, it outlines a variety of consultative engagements related to effective communications, strategic marketing, enhanced competitiveness, and export development that I continue to participate in around the world. While reading, it is important to focus upon several key items:

1. Market Research, Planning and Competitiveness

While I spend a significant amount of time working within agribusiness sectors, I am equally qualified within financial services (including offshore investment), tourism, technology, renewable energy, real estate, entertainment, fisheries, healthcare and fashion sectors. With significant research, strategic marketing and enterprise development experiences, I have contributed significantly to every engagement.

2. Export Development, Enterprise Growth & ROI

Relying on a market systems approach that includes comprehensive research, insightful evaluation, and creative innovation, every aspect of market intervention and tactical communications accurately appeals to, and resonates with, key audiences - ensuring favorable and sustainable economic impact.

3. Practical Experience with Operational Issues and Brands

Throughout my career, both domestically and internationally, I have developed marketing and communications programs in support of a variety of institutions, products, and services. This has included consultations with the Ministry of Finance in Palestine, marketing support for offshore investment in Guyana, and a branding program currently underway that will represent the full scope of Georgian agribusiness to international audiences.

4. Business Operations and Management

Having operated Studio Spear for more than 40 years, along with the management roles I have played as a Director on various Trade Boards (managing staff of 5 to 125 individuals), I have acquired significant skills in management and operations. In concert with my technical capabilities, the broad range of skills I bring to each and every engagement account for the range of contributions I can make as well as the successful outcomes my clients record.

It all starts with thorough research, insightful evaluations and a clear and unbiased understanding of both marketplace dynamics and buyer preferences. As long as there is a solid foundation based upon these factors, it becomes relatively easy to support business objectives and generate meaningful enterprise growth.

Please let me know if I can provide any additional information or if a Zoom call is warranted. Thanks!

Sincerely,



Jeffrey Spear
Senior Marketing, Competitiveness and Export Development Specialist

JEFFREY SPEAR
Senior Marketing, Competitiveness and Export Development Specialist

Prepared 05/24/2021

TECHNICAL EXPERTISE

- **Strategic Planning (Market Systems Approach)**
 - SWOT Analysis
 - Market Analysis (Domestic & Export)
 - Marketing Plans
 - Strategic Planning Workshops & Seminars
 - Pricing Strategy
 - Identification of Sales Channels
 - New Product Formulation
 - **Branding**
 - Unique Selling Proposition (USP)
 - Brand Imagery / Touchpoints
 - Branding Workshops & Seminars
 - **Tactical / Communications / Creative Deliverables**
 - Trademarks & Logos
 - Labels & Packaging
 - Trade Show Display and Event Support
 - Merchandising / POS Display
 - Capacity Building - Creative Services
 - **Marketing Administration**
 - Project Management
 - Scheduling
 - Grants Administration
 - Tradeshows Training & Logistical Support
- Brand Audits
 - Competitive Landscape Evaluations
 - Tactical Implementation Plans
 - Global Positioning
 - Value Chain Evaluation & Support
 - Export Logistics
 - Brand Personality / Tone
 - Brand/User Experience
 - Capacity Building - Branding Services
 - Copywriting & Nomenclature
 - Advertising
 - Public Relations
 - Interactive / Websites
 - Social Media
 - Budgeting
 - Customer Service
 - Vendor Liaison & Quality Control
 - Capacity Building - Marketing Services

SECTOR EXPERTISE

- Agribusiness
- Renewable Energies
- Entertainment
- Banking & Finance
- Real Estate
- Fisheries & Aquaculture
- Specialty Foods
- Film & Television
- Tourism
- Consumer Products
- Technology
- Health Care

JEFFREY SPEAR
Senior Marketing, Competitiveness and Export Development Specialist

Prepared 05/24/2021

CREDENTIALS - GLOBAL BRANDS

With his reputation and ongoing success as a global branding and marketing consultant, Jeffrey Spear understands the dynamics of, and is immersed in, wholesale and retail selling environments. This includes issues linked to market analysis, export development, brand building, competitive pressures, impact and structure of physical selling environments, geographic preferences, motivating influences and cultural expectations.

It should be no surprise that introducing a new brand on foreign soil, developing reliable supply chains, and minimizing competitive challenges, requires proper planning and can be a timely and expensive proposition. It's been Spear's experience that companies do not always understand just how competitive, challenging and "noisy" international markets can be and what it takes to increase brand recognition and sales. Quite frequently, operators find that, apart from export development, creating a competitive advantage in domestic markets can be equally challenging.

Spear understands these issues and provides the knowledge, strategies and marketing tools needed to effectively launch new brands, sustain existing brands, and obtain a reasonable return on investment from both international and domestic marketing programs.

Spear's history spans more than 40 years as President and Creative Director of Studio Spear, a US-based, nationally recognized, branding agency. His career also includes 16+ years in international development, working on a variety of projects funded by USAID, UNDP and DFID, supporting economic growth around the globe - most recently in Palestine, Malawi, and Georgia. As a result of these experiences, along with ongoing and active relationships with embassies, consulates, international trade offices and business support groups, Jeffrey is well positioned to help companies exploit growth potential through increased market penetration and export activity.

Key services embrace the benefits derived from strategic planning and include brand audits, competitive landscape evaluations, trends analysis and SWOT analysis. The results from these efforts are then applied to updated and expanded marketing plans, the re-deployment of product lines and the cultural realignment of both marketing strategies and promotional tactics on a market-by-market basis.

Operational contributions include evaluation of manufacturing processes, new product formulations, pricing and value chain support. Tactical and creative deliverables include trademarks, packaging, sales literature, public relations, advertising, trade show support and a broad range of interactive, digital and internet related services.

JEFFREY SPEAR
Senior Marketing, Competitiveness and Export Development Specialist

Prepared 05/24/2021

RECENT ACTIVITIES OF NOTE

Georgia - USAID Agriculture Program (Agribusiness)

Contractor: CNFA

April 2019 to present

ACHIEVEMENTS

- Supporting the expansion of numerous trade and retail agribusinesses, building new brands for both domestic and export audiences.
- Copywriting and cultural alignment of promotional brochures, sales literature, packaging, and websites for enterprises entering export markets
- Development of brand strategy for Enterprise Georgia and the Ministry of Agriculture, recommending ways to promote and enhance the impact of Georgian agribusiness throughout international channels
- Seminars for brand owners, service providers and marketing students, emphasizing research, strategic planning and global best practices for brand building.

APPLIED TECHNICAL SKILLS

- | | |
|------------------------------------|---|
| - Competitive Landscape Evaluation | - Trends Analysis |
| - Strategic Planning | - Branding & Visual Identity |
| - Public Relations | - Packaging & Label Recommendations |
| - Seminars & Workshops | - Trademarks & Logos |
| - Copywriting and Nomenclature | - Capacity Building - Creative Services |

Palestine - Palestine Trade Center / PalTrade (Multiple Sectors)

Contractor: DAI London

May 2017 to August 2018 (STTA assignment)

ACHIEVEMENTS

- Benchmarking - country brands - research and evaluation
- Market research - export potential across a variety of manufacturing and service sectors
- Export-oriented marketing plan and pilot implementation program - Brand Palestine
- Operational and organizational recommendations - brand management
- Creative development and communications - Brand Palestine

APPLIED TECHNICAL SKILLS

- | | |
|------------------------------------|---------------------------------|
| - Competitive Landscape Evaluation | - Marketing Plan |
| - Strategic Planning | - Tactical Implementation Plans |
| - SWOT Analysis | - Branding & Visual Identity |
| - Operational Budgets | - Organizational Plan |
| - Public Relations | - Copywriting and Nomenclature |
| - Seminars & Workshops | |

Malawi - Buy Malawi Strategy (Multiple Sectors)

Contractor: UNDP

October 2016 (STTA assignment)

ACHIEVEMENTS

- Market research and evaluation - quantifying and qualifying market dynamics
- Marketing plan for the Buy Malawi Strategy - anticipating brand launch
- Operational and organizational recommendations - in advance of staffing

APPLIED TECHNICAL SKILLS

- | | |
|------------------------------------|---------------------------------|
| - Competitive Landscape Evaluation | - Marketing Plan |
| - Strategic Planning | - Tactical Implementation Plans |
| - SWOT Analysis | - Branding & Visual Identity |
| - Operational Budgets | - Organizational Plan |

--- more ---

JEFFREY SPEAR
Senior Marketing, Competitiveness and Export Development Specialist

Prepared 05/24/2021

RECENT ACTIVITIES OF NOTE (continued)

Malawi - Feed the Future Partnering for Innovation (Agribusiness)

Contractor: Fintrac

March 2016 (STTA assignment)

ACHIEVEMENTS

- Market feasibility study - commercial markets for OFSP (Orange Flesh Sweet Potatoes) products.
- Research and evaluation - OFSP supply chain, from farmer to commercial (added value) manufacturing.
- Strategic recommendations that support the production and commercial utilization of OFSPs.
- Strategic recommendations for the development of new consumer products and brands.

APPLIED TECHNICAL SKILLS

- | | |
|-------------------------------------|---------------------------------|
| - Competitive Landscape Evaluation | - Trends Analysis |
| - Strategic Planning | - Tactical Implementation Plans |
| - SWOT Analysis | - Branding & Visual Identity |
| - Packaging & Label Recommendations | |

Malawi - Malawi Oilseed Sector Transformation (Agribusiness)

Contractor: Adam Smith

September 2015 (STTA assignment)

ACHIEVEMENTS

- Research and evaluation of the Malawi soybean industry; focus on inoculant use.
- Evaluate expressions of interest from key government, NGO, producer, agro-dealer and farmer groups.
- Development of 3-year marketing plan for AISL (inoculant producer).

APPLIED TECHNICAL SKILLS

- | | |
|------------------------------------|---------------------------------|
| - Competitive Landscape Evaluation | - Trends Analysis |
| - Strategic Planning | - Tactical Implementation Plans |
| - SWOT Analysis | - Marketing Plan |
| - Budgeting | |

Pakistan - The Agribusiness Project / Agribusiness Support Fund (Agribusiness)

Contractor: JE Austin

August 2015 (STTA assignment)

ACHIEVEMENTS

- Deliver one-on-one strategic marketing consultations with the objective to:
 - introduce strategic and tactical methodologies for penetrating new export markets.
 - highlight new opportunities along the value chain; launch new and dynamic product lines.
 - introduce global best practices that enable better utilization of the interactive environment.
- Trainings in both Lahore and Karachi - preparation and best practices for tradeshow participation.

APPLIED TECHNICAL SKILLS

- | | |
|---|---------------------------------|
| - Competitive Landscape Evaluation | - Trends Analysis |
| - Strategic Planning | - Tactical Implementation Plans |
| - SWOT Analysis | - Branding & Visual Identity |
| - Tradeshow Training & Logistical Support | - Interactive / Websites |

--- more ---

JEFFREY SPEAR
Senior Marketing, Competitiveness and Export Development Specialist

Prepared 05/24/2021

RECENT ACTIVITIES OF NOTE (continued)

Georgia - Georgia REAP (Agribusiness)

Contractor: CNFA

October 2014 to August 2018 (STTA assignment)

ACHIEVEMENTS

- Supported the establishment and expansion of 70 trade and retail agribusinesses, building new brands for both domestic and export audiences.
- Strategic analysis, brand nomenclature, trademark and packaging design, including capacity building with creative service providers.
- Conducted seminars for brand owners, service providers and marketing students, emphasizing research, strategic planning and global best practices for brand building.

APPLIED TECHNICAL SKILLS

- | | |
|------------------------------------|---|
| - Competitive Landscape Evaluation | - Trends Analysis |
| - Strategic Planning | - Branding & Visual Identity |
| - Public Relations | - Packaging & Label Recommendations |
| - Seminars & Workshops | - Trademarks & Logos |
| - Copywriting and Nomenclature | - Capacity Building - Creative Services |

Malawi - Feed the Future / INVC Project (Agribusiness)

Contractor: DAI

July 2014 to October 2014 (ongoing STTA assignments)

ACHIEVEMENTS

- Competitive landscape evaluation, SWOT analysis, brand development, export market analysis, and marketing plan for Afri-Nut - including a new line of groundnut based products (cooking oil, nutritional supplements, energy bars, and sweet snacks).
- Branding and marketing seminar catering to agribusiness operators, brand owners, marketing and creative service providers.

APPLIED TECHNICAL SKILLS

- | | |
|------------------------------------|-------------------------------------|
| - Competitive Landscape Evaluation | - Trends Analysis |
| - Strategic Planning | - Marketing Plans |
| - Branding & Visual Identity | - Packaging & Label Recommendations |
| - Seminars & Workshops | - Copywriting and Nomenclature |

Lebanon Investment Value Chain Development Project (Agribusiness, Specialty Food Exports)

Contractor: DAI

March 2014 to July 2014 (ongoing STTA assignments)

ACHIEVEMENTS

- Consulting with a variety of value added food and beverage producers - identifying new market opportunities, exploiting untapped capacity along the value chain, building new brands for both domestic and export audiences.
- New product formulation and recipe development.
- Sales support including buyer identification and categorization; evaluation of consumer trends, buyer preferences, and market dynamics; distributor and buyer liaison.

APPLIED TECHNICAL SKILLS

- | | |
|-------------------------------------|------------------------------------|
| - Competitive Landscape Evaluation | - Trends Analysis |
| - Pricing Strategy | - Value Chain Evaluation & Support |
| - Export Logistics | - New Product Formulation |
| - Packaging & Label Recommendations | - Seminars & Workshops |

--- more ---

JEFFREY SPEAR
Senior Marketing, Competitiveness and Export Development Specialist

Prepared 05/24/2021

RECENT ACTIVITIES OF NOTE (continued)

West Africa - Agribusiness and Trade Promotion (Agribusiness)

Contractor: Carana

July 2012 to December 2012 (ongoing STTA assignments)

ACHIEVEMENTS

- Developed a regional quality assurance program for women-owned grain processing operations in West Africa - "Sahel Qualité - along with a corresponding public relations program to build public acceptance and confidence in locally processed grains.
- Consulting with a variety of fruit and grain processors - identifying new market opportunities, exploiting untapped capacity along the value chain, building new brands for both domestic and export audiences.
- Trademark and packaging design for a variety of added value food processors and manufacturers.
- Branding and marketing seminars catering to agribusiness operators, brand owners, marketing and creative service providers.

APPLIED TECHNICAL SKILLS

- | | |
|------------------------------------|-------------------------------------|
| - Competitive Landscape Evaluation | - Trends Analysis |
| - Strategic Planning | - Branding & Visual Identity |
| - Public Relations | - Packaging & Label Recommendations |
| - Advertising | - Seminars & Workshops |



Application for Appointment to City Boards

Personal Information (Please print or type)

Name: _____	Home Phone: _____
Home Address: _____	
E-Mail Address: _____	Cell Phone: _____
Occupation: _____	Business Phone: _____
Business Name: _____	
Business Address: _____	

Eligibility – Please Circle

Are you a resident of the City?	Yes	No	If yes, length of time: _____
Are you a registered voter?	Yes	No	If yes, what County: _____
Do you own property in the City?	Yes	No	If yes, address: _____
Do you hold a public office?	Yes	No	If yes, Office name: _____
Are you employed by the City?	Yes	No	If yes, position: _____
Are you currently serving on a Board?	Yes	No	If yes, Board Name: _____
Have you been convicted of a felony?	Yes	No	If yes, provide date: _____
Have your civil rights been restored?	Yes	No	If yes, provide date: _____
Have you filed bankruptcy?	Yes	No	If yes, provide date: _____

Potential Conflict of Interest: Have you ever been engaged in the management/ownership of any business enterprise that has a financial interest with the City of Jacksonville Beach? **Yes** **No**

If yes, please provide details: _____

City Boards (Please indicate your preferences by ranking - denote your Primary choice with a "1", Secondary choice with a "2".)

Board of Adjustment

Planning Commission

Community Redevelopment Agency

Pension Trustee

Please list the type of City meetings you have attended: _____

Education: _____

Qualifications (Briefly describe specific expertise, abilities, or qualifications):

Application for Appointment to City Boards (cont.)

State Reporting Requirements

Section 760.80, Florida Statutes, requires that the City annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board members and elected officials. Please circle the appropriate responses.

Race

- ☐ African-American ☐ Caucasian
☐ Asian/Pacific Islander ☐ Hispanic
☐ American Indian/Alaskan ☐ Not Known

Gender

- ☐ Female
☐ Male

Physically Disabled

- ☐ Yes
☐ No

Florida's Public Records Law, Chapter 119, Florida Statutes, states: "It is the policy of this state that all state, county, and municipal records shall at all times be open for a personal inspection by any person." Your application when filed will become a public record and subject to the above statute. In addition, any appointed member of a board of any political subdivision (except members of solely advisory bodies) and all members of bodies exercising planning or zoning, are required to file a financial disclosure form (Form1) within 30 days after appointment and annually thereafter, for the duration of the appointment as required by Chapter 112, Florida Statutes.

I understand that if I am appointed to one of the City's boards, I will be required to file a financial disclosure form - Form 1, as described above, and I am willing to comply with this requirement.

I understand that any false, incomplete, or misleading information given by me on the application is sufficient cause for rejection of this application. I understand and agree that any such false, incomplete, or misleading information discovered on this application at any time after appointment to a Board may result in my removal.

I also understand that all board appointments are for voluntary, uncompensated services. Additionally, if appointed, I am able to attend meetings and otherwise fulfill the duties of the office.

Applications are submitted to the City Council when vacancies occur and are effective for two years from date of completion.

By submitting this form, I declare the foregoing facts to be true, correct, and complete. Additionally I hereby authorize a criminal background check.

Date

Applicant's Signature

Please do not write below – Staff use

Date application received: 08/16/2021

Interviewed on: 10/15/2021

Eligible for appointment **Yes** ☐ No ☐

If not eligible for appointment
Explanation: _____

Appointed to: _____

Date: _____

Appointed to: _____

Date: _____

Appointed to: _____

Date: _____

Summary of Qualifications

Director and Vice President level, detail-oriented Accountant and Financial Analyst with wide variety of experience in accounting and finance that includes exposure to domestic and global companies; highly skilled in interpreting financial information and providing solid data and analysis to decision makers.

- Adept in leading financial meetings, including those with executive leaders in attendance; able to cogently explain complex financial concepts to professionals without targeted expertise in finance and accounting, to ensure their understanding.
- Supervisory experience includes overseeing teams across five countries.
- Offers significant costing and international experience including international intercompany transactions.
- Excellent communication, leadership, and multitasking skills; proficient in Microsoft Office products and various industry accounting software.

Professional Experience

McKesson	2014-Present <i>Jacksonville, Florida</i>
<i>Senior Manager Tax – McKesson Corporate office</i>	
▪ Calculate and oversee domestic & international tax positions	2020-Present
<i>Vice President and Treasurer – Cypress Import Brokerage, LLC</i>	2017-Present
▪ Manage and oversee all financial operations associated with a Global Import/Export company related to Global Sourcing	
<i>Director of International Accounting – Medical Surgical</i>	2014-2020
▪ Coordinate and oversee the financial statement closing process and reporting for 18 international entities and 40 profit centers ▪ Manage accounting activities related to the process of internationally sourcing inventory from foreign subsidiaries and vendors. ▪ Execute international intercompany agreements and contracts for global sourcing activities. ▪ Provide best practices and guidance related to transaction processing to our global subsidiaries for tax benefit strategies. ▪ Member of Board of Director meetings ▪ Present monthly and quarterly executive strategic reporting and analysis of globally sourced products. ▪ Evaluated 3rd party Customer credit worthiness and collectability ▪ Lean out inefficient processes for international intercompany transactions.	
PSS World Medical (acquired by McKesson 2014)	2011-2014
<i>Director of Global Cost Accounting, 2013-Present</i>	<i>Jacksonville, Florida</i>
▪ Manage all accounting activities related to the process of internationally sourcing inventory from foreign subsidiaries and vendors. ▪ Coordinate and oversee the financial statement closing process for our global subsidiaries. ▪ Overall responsibility for the accounting and management of company-wide vendor incentives, cost, inventory and related reserves. ▪ Provide best practices and guidance related to transaction processing to our global subsidiaries for maximum tax benefit. ▪ Present monthly and quarterly executive strategic reporting and analysis of globally sourced products.	
<i>Assistant Controller – Gulf South, 2011-2013</i>	
▪ Overall responsibility for the financial statement closing process for the operating units and reporting requirements to operations and field support management. ▪ Manage all accounting activities related to the operating units, including general ledger accounting, detailed variance analysis and working capital account maintenance. ▪ Present monthly and quarterly executive management reporting and analysis. ▪ Manage divisional, regional and branch income statements, reporting on trends, variance analysis and providing recommendations. ▪ Participate in forecasting and budgeting activities for the operating units. ▪ Manage due diligence process and integration activities of target acquisition companies. ▪ Provide financial and accounting leadership to divisional business partners on new project and marketing programs. ▪ Execute process efficiency improvements by utilizing Six Sigma LEAN tools for productivity improvements. ▪ Assist in GAAP and SOX compliance testing.	

- Evaluated 3rd party Customer credit worthiness and collectability

Cabot Microelectronics

2007-2011

Senior Manager Finance Operations

Aurora, Illinois

- Managed financial and operational reporting and analysis for global manufacturing company.
- Provided financial leadership and oversight for global operations team covering approximately 225 cost centers at eight manufacturing locations along with two separate product lines.
- Handled monthly, quarterly, and year end financial and operational reporting and analysis, forecasting, budgeting, annual standard costing roll, and development of materials for Board of Directors.
- Led monthly review meetings to keep high-level management informed about cost performance variances and root cause, as well as productivity opportunities.
- Tracked results of annual brainstorming session involving people from all levels of organization; created operations productivity project deck, recording hard and soft cost savings related to around 300 projects in all areas of goods sold, which allowed monthly status reporting to generate discussion at monthly productivity meetings.
- Calculated and analyzed cost of capital projects and new product metrics.
- Participated in financial analysis activities associated with acquisitions; reviewed candidates company's financial activities and products and collaborated with upper management in developing business model to integrate two companies. Assisted with systematic and financial integration processes.
- Enhanced numerous existing reports to improve usability for end users and increase their understanding of business; included information in report broken down by region and cost category.
- Developed long-range plans and budgets and made presentations to vice presidents and executive managers.
- Spearheaded processes involved with integrating Hyperion Essbase software with Oracle; participated on development team to build new system from ground up. Evaluated vendors, communicated business needs for system, and worked closely with consultants to implement functionality including account, cost center, and region details, expanding capabilities for detailed reporting.

Amphenol Fiber Optic Products

2004-2007

Controller

Lisle, Illinois

- Spearheaded operational and financial management for \$50 to \$60 million division of Amphenol Corporation.
- Performed month end closings; forecasting; monthly, quarterly, and operational reporting and analysis; budgeting; annual standard costing roll; payroll; physical and fixed asset inventories; and tax preparation.
- Developed and managed in-depth, separate, profit and loss statements for five plants and three business units for accountability.
- Created forecasting tools for all locations that predicted financial results to high degree of accuracy.
- Valued potential acquisition target in China and prepared consolidated financial statements following acquisition.
- Oversaw all cash flow activities, including converting international currency.
- Analyzed capital spending, calculating of each project's ROI, payback period, and other potential costs and benefits.
- Prepared and maintained entire division's Sarbanes-Oxley 404 documentation that was passed on to other divisions for support.
- Supervised staff of six located in U.S., Mexico, and China, including another controller, accounting manager, and accounting staff.

Nidera, Inc.

2002-2004

Senior Accountant

Chicago, Illinois

- Performed month end closing and analysis, contract and inventory management, and financial and operational reporting for global commodity export and futures trading company.
- Handled detailed tasks in execution of month end close, including account reconciliations and analysis, fixed asset maintenance, valuation of inventories and reserves, booking accruals and journal entries, and review of budget vs. actual operating results.
- Monitored daily inventory levels, transactions, and variances at four locations.
- Oversaw daily contract executions and preparation of daily hedge position report.

Selden Fox, Ltd.

2000-2002

Staff Accountant

Oak Brook, Illinois

- Worked on external audits, including tax and other consulting engagements, and prepared financial statements and reports for variety of clients and industries for a regional public accounting firm. Engagements included Manufacturing and Financial Institution clients.

Education and Credentials

B.S.B.A., Accounting, Valparaiso University, Valparaiso, Indiana, 2000

Curriculum included accounting courses needed to sit for CPA exam, as well as law, statistical analysis, and finance courses

CPA Exam, Passed 2002 – Certification (Illinois 82548)

Six Sigma Black Belt Training

Active Board Applications

Applicant Name	Address	Phone	Email	Residency requirements	Registered voter	Board interest	Application date	Interview date	Comments
Ben Rubin	126 1st Street S.	904/472-8891	niburneb@gmail.com	Yes	Yes	1 - CRA	6/22/2021	10/14/2021	CRA only
Debbie Cole	926 6th Avenue S.	305/900-7241	debbiec87@hotmail.com	Yes	Yes	1 - PC* 2 - CRA*	5/24/2021	11/4/2021	Changed board priority during interview (1 - PC & 2 - CRA)
James Turner	61 Jardin De Mer Place	630/309-8593	jay_turner_2000@yahoo.com	Yes	Yes	1- BOA 2 - PC	8/17/2021	10/15/2021	
Jeffrey Spear	2400 1st Street S. #135	904/685-2135	jeff@studiospear.com	Yes	Yes	1 - CRA 2 - PC	5/14/2021	10/14/2021	
John Gray Jr.	3972 Poincianna Blvd.	904/655-2612	john@restore24.net	Yes	Yes	1 - PC 2 - CRA	9/29/2021	11/4/2021	
Ken Marsh	2011 Gail Ave	904/304-1906	kdcmarsh@gmail.com	Yes	Yes	1 - CRA	5/12/2021	10/14/2021	CRA only
Rebecca Linsner-Like	1017 2nd Street N.	904/589-8213	rlike33@bellsouth.net	Yes	Yes	1 - CRA 2 - PC	5/7/2021	10/15/2021	
Samuel Langham	138 32nd Avenue S.	904/249-3403	salangham@reabc.com	Yes	Yes	1 - CRA	10/7/2021	10/15/2021	
Walter Haynes	116 Seagrape Dr.	904/626-4482	walt@integrityfirstelectric.com	Yes	Yes	1 - PC 2 - CRA*	5/3/2021	10/14/2021	*Expressed interest in CRA during previous interview
Stacy Smith	365 Palm Tree Road	904/803-7145	stacy73322@gmail.com	Yes	Yes	1 - PC 2 - CRA	5/10/2021	10/14/2021	
David Smith	130 5th Avenue N.	303/817-8999	groundwater@mac.com	Yes	Yes	1 - CRA	5/18/2022	11/16/2022	CRA only
Timothy Osborne	1350 Pinewood Rd.	718/594-6770	timothy@basiscollective.org	Yes	No	1 - PC 2 - CRA	11/29/2021	Pending	
Anthony Recco	508 9th Ave N.	315/559-6450	anthony.recco@ml.com	Yes	Yes	1 - BOA 2 - CRA	1/5/2023	Pending	
John O'Connor	95 Jardin de Mer Pl	941/875-2968	john@oconeco.com	Yes	Yes	1 - PC 2 - CRA	1/5/2023	Pending	
Jacob Smith	1655 The Greens Way #3311	904/412-9336	jacob2580@hotmail.com	Yes	Yes	1 - PC 2 - CRA	1/5/2023	Pending	
Thad Moseley	3701 Duval Dr.	904/945-7527	thaddeusmoseley@gmail.com	Yes	Yes	1 - CRA	1/5/2023	Pending	CRA only
Greg Kleffner	1601 Ocean Dr. S. #606	904/537-3080	gkleffner@gmail.com	Yes	Yes	1 - PC 2 - BOA	1/5/2023	Pending	
James Wallace	807 15th Ave S.	904/571-1440	claywall@hotmail.com	Yes	Yes	1 - CRA 2 - PC	1/6/2023	Pending	
Gene Funkhouse	1352 Plantation Oaks Dr. S.	904/614-657	gfunkhouser15@gmail.com	Yes	Yes	1 - PC 2 - CRA	1/9/2023	Pending	

Andrew Hrycaj	376 1st Street S.	404/539-3275	hrycaj.hrycaj@gmail.com	Yes	Yes	1 - PC 2 - CRA	1/9/2023	Pending	
Les Thornton	101 25th Ave S. #J24	404/386-1360	chiefles41@gmail.com	Yes	Yes	1 - CRA 2 - PC	1/9/2023	Pending	
Jerry Beatty	2272 2nd Street S.	404/861-3268	jerrybeatty35@gmail.com	Yes	Yes	1 - PC 2 - CRA	1/9/2023	Pending	
Brent Knauff	514 Palm Tree Rd.	443/827-3928	bmknauff@gmail.com	Yes	Yes	1 - PC 2 - BOA	1/10/2023	Pending	
John Hanna Jr.	3250 Isabella Blvd	904/612-9903	johnhanna48@comcast.net	Yes	Yes	1 - PC 2 - CRA	1/11/2023	Pending	
Kamal Aboshamaa	1601 Ocean Dr. S. #205	661/204-6603	kaboshamaa@outloo.com	Yes	Yes	1 - BOA 2 - Pension	1/11/2023	Pending	
Ron Whittington	3 Millie Dr.	904/563-0402	ron@whittingtonpr.com	Yes	Yes	1 - CRA 2 - PC	1/11/2023	Pending	
Peter Weigold	111 15th Ave. S.	904/662-6515	pww65@aol.com	Yes	Yes	1 - CRA 2 - PC	1/11/2023	Pending	
Raymond Bragg	2002 Oceanfront S.	904/613-6177	bbragg@comcast.net	Yes	Yes	1 - CRA 2 - BOA	1/24/2023	Pending	
Richard Landes	736 2nd St. N.	904/343-4556	rjlandes@gmail.com	Yes	Yes	1 - PC	1/30/2023	Pending	PC only
Laura Tierney	2060 Kings Rd.	904/229-9286	laura.tierney@fnf.com	Yes	Yes	1 - Pension 2 - PC	1/31/2023	Pending	
Christi Elflein	3512 Bay Island Circle	904/477-2207	elfleinchristi@gmail.com	Yes	Yes	1 - CRA 2 - PC	2/22/2023	Pending	
								*Board applications are valid for two years.	



CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager.
FROM:	William Rieger, Chief Information Officer
DATE:	03/06/2023
SUBJECT:	Replacement of Internet Firewalls

BACKGROUND

The City currently has four internet firewalls that service two separate internet connections. These firewalls can no longer service the City's growing demand for moving data across the internet. In addition, in a recent penetration test completed by the federal Center for Internet Security Administration (CISA), several firewall-related vulnerabilities were noted, none of which can be mitigated with our current firewall provider. The attached quote is for four new Checkpoint firewalls purchased through a state contract facilitated by CDW in the amount of \$77,911.19.

FINANCIAL IMPACT

Funding is available from the General Capital Projects Fund, Information Technology Reserve and the budget in account 315-00-0000-519-64-564000 will be adjusted at year end.

REQUESTED ACTION

Approve/Disapprove a Quote with CDW for replacement internet firewalls

ATTACHMENTS

1. CDW Quote



Thank you for choosing CDW. We have received your quote.

Hardware Software Services IT Solutions Brands Research Hub

Review and Complete Purchase

RAUL MARTIN,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
NFSM003	2/8/2023	CHECKPOINT 6400	0667350	\$77,811.19

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Check Point 6400 Base - security appliance - with 1 year SandBlast (SNBT) S Mfg. Part#: CPAP-SG6400-SNBT Contract: Sourcwell 081419-CDW Tech Catalog (081419#CDW)	4	6144269	\$7,962.96	\$31,851.84
Check Point - DDR4 - kit - 24 GB 3 x 8 GB - DIMM 288-pin - unbuffered Mfg. Part#: CPAC-RAM24GB-6400-INSTALL Contract: MARKET	4	6369361	\$1,257.89	\$5,031.56
Check Point - expansion module Mfg. Part#: CPAC-4-10F-C-INSTALL Contract: Sourcwell 081419-CDW Tech Catalog (081419#CDW)	4	5844974	\$4,764.07	\$19,056.28
Next Generation Security Policy Management License for 5 Gateways Mfg. Part#: CPSM-NGSM5 UNSPSC: 43233203 Electronic distribution - NO MEDIA Contract: Sourcwell 081419-CDW Tech Catalog - Software (081419-CDW)	1	4361454	\$2,738.86	\$2,738.86
CHECKPOINT UTM-1 EDGES CPES-SS-PREMI Mfg. Part#: CPES-SS-PREMIUM-DUP Electronic distribution - NO MEDIA Contract: MARKET	1	6409197	\$1,917.20	\$1,917.20
CHK DIRECT ENT PREM SUP Mfg. Part#: CPES-SS-PREMIUM-ADD-DUP1 Electronic distribution - NO MEDIA Contract: Sourcwell 081419-CDW Tech Catalog - Software (081419-CDW)	1	5807142	\$17,215.45	\$17,215.45

SUBTOTAL	\$77,811.19
SHIPPING	\$0.00
SALES TAX	\$0.00
GRAND TOTAL	\$77,811.19

PURCHASER BILLING INFO	DELIVER TO
Billing Address: CITY OF JACKSONVILLE BEACH CENTRAL SERVICE 1460-A SHETTER AVE JACKSONVILLE BEACH, FL 32250 Phone: (904) 247-6228 Payment Terms: Net 30 Days-Govt State/Local	Shipping Address: CITY OF JACKSONVILLE BEACH CENTRAL SERVICE 1460-A SHETTER AVE JACKSONVILLE BEACH, FL 32250 Phone: (904) 247-6228 Shipping Method: DROP SHIP-GROUND
	Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515



Sales Contact Info

John Vrablik | (877) 466-6333 | johnvra@cdwg.com

LEASE OPTIONS			
FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
\$77,811.19	\$2,086.12/Month	\$77,811.19	\$2,409.81/Month

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

- Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.
- Flexible Payment Terms. 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.
- Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.
- Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.
- Bundle Costs. You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

General Terms and Conditions:

This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

Need Help?



My Account



Support



Call 800.800.4239

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This order is subject to CDW's Terms and Conditions of Sales and Service Projects at
<http://www.cdwg.com/content/terms-conditions/product-sales.aspx>
For more information, contact a CDW account manager

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CITY COUNCIL AGENDA ITEM	
TO:	Mayor and City Council Members
FROM:	Michael J. Staffopoulos, City Manager
DATE:	03/07/2023
SUBJECT:	First Amendment to Submerged Land Lease Agreement and the Ground Lessor Estoppel and Agreement

BACKGROUND

Since 2013, the City of Jacksonville Beach ("City") has leased a 1.49-acre piece of property owned by the City along the southern boundary of the marina basin at the west end of the marina (Real Estate No. 177286 0030) to the applicable ownership group of the marina. The original lease was to Rose and Ken, Inc., which was subsequently assigned to and assumed by Windward Jacksonville Beach Owner, LLC ("Windward") via an Assignment and Assumption of Submerged Land Lease in November 2019 (attached). The current Lease expires in September 2023. In conjunction with refinancing the property, Windward has asked for an extension of the Lease, and Windward's lender is requesting the City enter into a Ground Lessor Estoppel and Agreement. Both documents are attached for the City Council's consideration.

FINANCIAL IMPACT

The City receives an estimated \$8,000 per year from this agreement.

REQUESTED ACTION

Approve/Disapprove the First Amendment to Submerged Land Lease Agreement and the Ground Lessor Estoppel and Agreement between the City of Jacksonville Beach and Windward Jacksonville Beach Owner, LLC

ATTACHMENTS

1. Submerged Land Lease Assignment and Assumption
2. First Amendment to Submerged Land Lease Agreement
3. Ground Lessor Estoppel and Agreement

ASSIGNMENT AND ASSUMPTION OF SUBMERGED LAND LEASE

THIS ASSIGNMENT AND ASSUMPTION OF SUBMERGED LAND LEASE ("Assignment") is made and entered into effect as of the 18th day of November, 2019, ("Assignment Date") by and between ROSE AND KEN, INC., a Florida Corporation ("Assignor"), WINDWARD JACKSONVILLE BEACH OWNER, LLC, a Delaware limited liability company ("Assignee"), and the CITY OF JACKSONVILLE BEACH, a municipal corporation organized and existing under the laws of the State of Florida ("City" or "Landlord").

Recitals

- A. The City, and Assignor, as Tenant, entered into a certain Submerged Land Lease Agreement dated April 16, 2013, ("Lease") identified in Attachment A attached hereto and made a part hereof, for the lease of the Property as described in the Lease.
- B. Assignor desires to assign to Assignee, and Assignee wishes to accept and assume, all the rights, title, interest and obligations of Assignor under the Lease.
- C. Landlord consents to this Assignment Agreement and provides written consent by signature below.

NOW, THEREFORE, in consideration of the sum of \$10.00 [Ten Dollars] and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the parties agree as follows:

- 1. **Recitals.** Assignor, Landlord, and Assignee agree that each are informed and believe that the recitals set forth hereinabove are true and correct, and are incorporated into this Agreement.
- 2. **Assignment and Assumption.** Effective as of the Assignment Date, Assignor hereby grants, transfers, assigns and delegates to Assignee all of its right, title, interest and obligations of Assignor under the Lease, and, subject to the terms and conditions herein and in the Lease, Assignee accepts such assignment, assumes the Lease, agrees to pay all rent and other charges accruing under the Lease from and after the date hereof and agrees to observe and perform directly to Landlord, all of the other covenants, agreements and obligations to be observed and/or performed by the tenant under the Lease to the extent accruing and applicable to the period from and after the Assignment Date, and Assignee agrees to be liable for the observance and performance thereof as fully as though Assignee was the original tenant or lessee under the Lease.
- 3. **Representations and Warranties.** Assignor and Landlord represents and warrants to Assignee that:
 - (a) Attachment A is a true, correct and complete copy of the Lease and there are no further modifications, amendments, supplements or understandings, oral or written, amending, supplementing or changing the terms of the Lease except as disclosed or modified in this Agreement.
 - (b) The Lease is in full force and effect, has been duly executed by Assignor and is a valid, legal and binding obligation of Assignor, enforceable in accordance with its terms.

(c) There exists no default, breach, failure of condition or event of default under the Lease, nor any event or condition which, with notice or the passage of time or both, would constitute a default, breach, failure of condition or event of default thereunder, and Assignor has, as of the date hereof, complied with all of the terms and conditions of the Lease.

(d) There exists no liability or obligation of Assignor or any other person which could be offset against or otherwise used to reduce the rental payments due thereunder.

(e) Assignor has not entered into any sublease, assignment or other agreement transferring any of its interest in the Lease except as provided herein.

(f) All base rent up to and including November, 2019, has been paid in full. As of December, 2019 Assignee will begin its responsibility to pay the base rent pursuant to the Lease terms.

4. **Landlord's Consent to Assignment.** Landlord consents to the assignment and assumption of the Lease to Assignee.

5. **Continuation of the Lease.** Landlord, Assignor, and Assignee hereby ratify and affirm the terms and provisions of the Lease and further agree that the Lease, and that the terms and provisions of the Lease shall remain unchanged except as specifically set forth in this Agreement.

6. **Indemnification by Assignor.** Assignor agrees to protect, hold harmless, defend and indemnify Assignee from and against any and all claims, judgments, damages, liabilities, costs and expenses, including, without limitation, reasonable attorneys' fees and costs (collectively referred to as "Claims"), in connection with the obligations of Assignor accruing or arising under the Lease prior to the Assignment Date. Assignor acknowledges and agrees that the foregoing indemnification obligation includes, but shall not be limited to, any Claims arising in connection with the repair, maintenance, and replacement obligations attributable to Assignor, as tenant under the Lease, relating to any conditions existing at the Property as of or prior to the Assignment Date, or Assignor's obligations to reimburse Landlord for such Claims in lieu of performance of such obligations.

7. **Indemnification by Assignee.** Assignee agrees to protect, hold harmless, defend and indemnify Assignor from and against any and all Claims in connection with the obligations of Assignee accruing or arising under the Lease on or after the Assignment Date. Assignee acknowledges and agrees that the foregoing indemnification obligation includes, but shall not be limited to, any Claims arising in connection with the repair, maintenance, and replacement obligations attributable to Assignee, as tenant under the Lease, relating to any conditions existing at the Property at or after the Assignment Date, or Assignee's obligations to reimburse Landlord for such Claims in lieu of performance of such obligations.

8. **General Provisions.**

(a) Time is of the essence in the performance of the parties' respective obligations set forth in this Agreement.

(b) Assignee's address for notices shall be as follows in accordance with the Lease: Windward Jacksonville Beach Owner, LLC. 2999 NE 191st Street, Suite 800, Aventura, FL 33180.

(c) In the event of any conflict or inconsistency between the terms and provisions of the Lease and the terms and provisions of this Agreement, the terms and provisions of this Agreement shall prevail.

(d) This Agreement shall inure to the benefit of and be binding upon the parties to this Agreement and their respective successors and assigns.

(e) If for any reason, any provision of this Agreement shall be held to be unenforceable, it shall not affect the validity or enforceability of any other provision of this Agreement and to the extent any provision of this Agreement is not determined to be unenforceable, such provision, or portion thereof, shall be, and remain, in full force and effect.

(f) This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. If any one of the parties to this Agreement bring any action against the other for the enforcement or interpretation of this Agreement, the losing party shall pay to the prevailing party the party's reasonable attorneys' fees and costs.

(g) This Agreement, including addenda, if any, expresses the entire agreement of the parties and supersedes any and all previous agreements between the parties with regard to the subject terms, and there are no warranties or representations of any kind or nature whatsoever, either expressed or implied, except as may be set forth herein. Any and all future modifications of this Agreement or the Lease will be effective only if they are in writing and signed by the parties hereto. Any and all future modifications to the Lease will be effective against the Assignor only if in writing and Assignor joins in such modification by signing the same.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Assignment Agreement as of the Assignment Date.

ASSIGNOR:

ROSE AND KEN, INC.
By: [Signature]

Print: Kendall Taylor

Title: President

Date: 1/20/2020

Witnesses:
Signature: [Signature]

Printed Name: Samantha Leonard

Signature: [Signature]

Printed Name: Debra Segars

ASSIGNEE:

WINDWARD JACKSONVILLE BEACH OWNER, LLC

By: _____

Print: _____

Title: _____

Date: _____

Witnesses:
Signature: _____

Printed Name: _____

Signature: _____

Printed Name: _____

LANDLORD:

CITY OF JACKSONVILLE BEACH

Sign: [Signature]

Print: WC LATHAM

Mayor

Attest:

Sign: [Signature]

Print: LAURIE SCOTT

City Clerk

Sign: [Signature]

Print: Michael J. Staffopoulos

City Manager

ATTACHMENT A

SUBMERGED LAND LEASE AGREEMENT BETWEEN THE CITY OF JACKSONVILLE BEACH AND ROSE AND KEN, INC.

THIS LEASE, executed the 16 day of April, 2013, by and between the City of Jacksonville Beach, a municipal corporation of the State of Florida hereinafter called the "City", and Rose and Ken, Inc., a Florida Corporation, hereinafter called the "lessee".

WITNESS, that the City does hereby lease and demise to the lessee the following described property to-wit:

A part of Unsurveyed Section 32, Township 2 South, Range 29 East, Duval County, Florida more particularly described as follows: For a Point of Reference commence at the South-west corner of lands as described in Official Records Volume 1060, page 276, of the current public records of Duval County, Florida; thence run S. 89 27'20" W. along the Northerly right-of-way line of Beach Boulevard as now established as a 400 foot right-of-way, a distance of 634.8 feet; thence run N. 0 32'40" W., a distance of 100 feet; thence N. 89 27'20" E., a distance of 634.8 feet; thence run S. 0 32'40" W., a distance of 100 feet to the Point of Beginning.

TO HAVE AND TO HOLD the above described premises with the appurtenances thereunder belonging to the lessee for a term of ten (10) years beginning on the first day of October, 2013, and ending on the last day of September, 2023, the lessee continuously keeping and performing the following covenants and conditions.

THE LESSEE HEREBY COVENANTS:

1. That the lessee will pay to the City rent in the sum of Seven Thousand One Hundred Sixteen Dollars and Twelve Cents (\$7,116.12) per year for the said described lease in monthly installments, in advance, on the first day of each month for the lease term. The rent is figured by using the State of Florida Land Management Department fees for submerged Land Leases. Should the State of Florida fees increase, the lease shall increase accordingly.

THE CITY HEREBY COVENANTS:

That so long as the lessee shall continuously keep and perform each and all of the covenants, conditions, stipulations and agreements hereinbefore set forth on the part of the lessee to be kept and performed, the lessee may quietly have, hold, use, occupy, possess and enjoy all and singular to above described premises.

IN WITNESS WHEREOF the City and lessee have caused these presents to be executed, each by its proper officials thereunto duly authorize the day and year first above written.

Signed, sealed and delivered
In the presence of:

Shari Gosselin

Shari Gosselin
As to Lessee



"LESSEE"
ROSE AND KEN, INC.

By: [Signature]
It's President

Attest: [Signature]
Its Secretary

"CITY"
CITY OF JACKSONVILLE BEACH,
A municipal Corporation

By: [Signature]
It's Mayor

By: Georg O. Forbes
It's City Manager

Attest: [Signature]
It's City Clerk

Exhibit A

General Liability	\$1,000,000	bodily injury and property damage per occurrence
	\$2,000,000	bodily injury and property damage, aggregate
Protection and Indemnity	\$1,000,000	per occurrence
Pollution Liability	\$ 1,000,000	per occurrence
Workers' Compensation in Florida statutory coverage and Employer's Liability (including appropriate Federal Acts)	\$100,000	-each accident
	\$100,000	-each employee
	\$500,000	-policy limit for disease

Insurance shall be written by an insurer holding a current certificate of authority pursuant to Chapter 624 of the Florida Statutes. Prior to utilizing the leased property, certificates of insurance, approved by the City, evidencing the maintenance of said insurance shall be furnished to the CITY's Project Manager. The certificates shall provide that no material alteration or cancellation, including expiration and non-renewal, shall be effective until fifteen (15) days after receipt of written notice by the City. All coverages, except the Workers Compensation Policy, shall name the City as "additional insured".

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

CERTIFICATES OF INSURANCE

Required insurance shall be documented in Certificates of Insurance which provide that the City shall be notified at least 30 days in advance of cancellation, nonrenewal or adverse change.

New Certificates of Insurance are to be provided to the City at least 15 days prior to coverage renewals.

If requested by the City, the Other Party shall furnish complete copies of the Other Party's insurance policies, forms and endorsements and an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

Prepared By/Record and Return To:
William J. Michaelis, Esquire
Rogers Towers, P.A.
1301 Riverplace Blvd., Suite 1500
Jacksonville, FL 32207

FIRST AMENDMENT TO SUBMERGED LAND LEASE AGREEMENT

THIS FIRST AMENDMENT TO SUBMERGED LAND LEASE AGREEMENT (the "**Amendment**"), dated as of the ____ day of March, 2023 (the "**Effective Date**"), between the **CITY OF JACKSONVILLE BEACH**, a municipal corporation organized and existing under the laws of the State of Florida ("**Landlord**") and **WINDWARD JACKSONVILLE BEACH OWNER, LLC**, a Delaware limited liability company ("**Tenant**").

WHEREAS, Landlord and Rose and Ken, Inc., a Florida corporation, entered into that certain Submerged Land Lease Agreement dated as of April 16, 2013, as assigned to Tenant by that certain Assignment and Assumption of Submerged Land Lease dated as of November 18, 2019, and recorded January 24, 2020, at Official Records Book 19080, page 2337, of the Public Records of Duval County, Florida (collectively, the "**Lease**"), for the lease of certain property as more particularly described in the Lease.

WHEREAS, Landlord and Tenant desire to amend the Lease as provided herein.

NOW THEREFORE, in consideration of the foregoing, the mutual covenants herein and for Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant do hereby amend the Lease and otherwise agree as follows:

1. **Recitals:** All recitals set forth above are true and correct and are incorporated herein by reference.
2. **Defined Terms:** Capitalized terms used but not defined herein shall have the meaning set forth in the Lease.
3. **Term:** The initial term of the Lease currently expires on September 30, 2023 (the "**Current Expiration Date**"). The Lease is hereby amended to provide for one additional term of 15 years, and no more (for a maximum total Lease period of 25 years), and that the term of the Lease shall be extended to expire upon the date that is fifteen (15) years after the Current Expiration Date (i.e., September 30, 2038).
4. **Ratification:** Landlord and Tenant acknowledge and confirm that the Lease, as modified by this Amendment, continues to be binding upon them, is in good standing and in full force and effect. Neither Landlord nor Tenant knows of any outstanding and uncured default by the other under the Lease.
5. **Conflicts:** In the event of any conflict or inconsistency between the terms and

provisions of the Lease and the terms and provisions of this Amendment, the terms and provisions of this Amendment shall prevail.

6. **Successors:** This Amendment shall bind and benefit Landlord and Tenant and their respective successors and assigns.

[Signatures on following page(s)]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year first above written.

Landlord:

CITY OF JACKSONVILLE BEACH, a
municipal corporation organized and existing
under the laws of the State of Florida

Sign: _____

Print: _____
Mayor

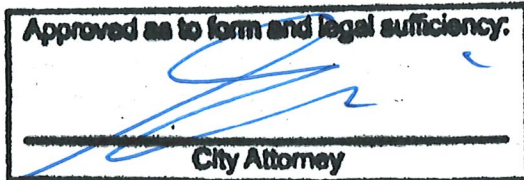
Sign: _____

Print: _____
City Manager

Attest:

Sign: _____

Print: _____
City Clerk



Tenant:

**WINDWARD JACKSONVILLE BEACH
OWNER, LLC**, a Delaware limited liability
company

By: Windward Jacksonville Beach Manager,
LLC, a Delaware limited liability company, its
Manager

Sign: _____

Print: Robert Finvarb

Title: Manager

Witnesses:

Sign: _____

Print: _____

Sign: _____

Print: _____

STATE OF Florida
COUNTY OF Miami-Dade

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online
notarization, this 9th day of March, 2023, by Robert Finvarb, the Manager of
Windward Jacksonville Beach Manager, LLC, a Delaware limited liability company, as Manager
of Windward Jacksonville Beach Owner, LLC, a Delaware limited liability company, who is ☒
personally known to me or who has produced ☐ _____ as identification
and who has taken an oath.



Nindiri Rivas
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG946759
Expires 1/13/2024

Notary Public, State of Florida

Name: Nindiri Rivas

My Commission Expires 1/13/2024

My Commission Number is: GG946759

GROUND LESSOR ESTOPPEL AND AGREEMENT

WHEREAS, the **CITY OF JACKSONVILLE BEACH**, a municipal corporation of the State of Florida (hereinafter "City/Landlord"), or its predecessor in interest, has heretofore leased certain lands described in the Lease (hereinafter the "Premises") to **WINDWARD JACKSONVILLE BEACH OWNER, LLC**, a Florida limited liability company (hereinafter "Lessee"), as successor in interest to Rose and Ken, Inc. ("Original Tenant"), pursuant to a Submerged Land Lease Agreement dated April 16, 2013 between the City and the Original Tenant, as assigned to the Lessee pursuant to the Assignment and Assumption of Submerged Land Lease dated November 18, 2019 (as amended, modified, substituted or extended, hereinafter the "Lease");

WHEREAS, Windward Jacksonville Beach Owner, LLC, a Delaware limited liability company (hereinafter "Borrower"), Tenant and certain other affiliates of Borrower, as co-borrowers or guarantors (collectively, "Loan Parties") have entered into a Loan Agreement dated November 29, 2022 among Truist Bank (the "Lender"), Borrower and the Loan Parties (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"). As security for the obligations of the Tenant under the Loan Agreement and the other Loan Documents, Tenant intends to execute a first leasehold mortgage for the benefit of the Lender upon Tenant's interest as tenant under the Lease in the Premises (the "Leasehold Mortgage"); and

WHEREAS, certain agreements are hereby made under this Ground Lessor Estoppel and Agreement (this "Estoppel and Agreement") with Lender with respect to Lender's rights as the holder of the Leasehold Mortgage;

NOW THEREFORE, in consideration of ten dollars (\$10.00) and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Landlord hereby certifies to and agrees with Lender as follows:

1. Landlord hereby consents to the granting by Tenant of the Leasehold Mortgage.
2. Landlord hereby agrees that the Lease shall not be modified, terminated, amended, altered or cancelled, nor shall a surrender of the Premises be accepted by Landlord, without providing at least thirty (30) days prior written notice to the Lender.
3. Landlord hereby covenants and agrees that, in the event that the Lease is terminated, including as a result of a rejection of the Lease in a bankruptcy proceeding of Tenant, upon the Lender's request, Landlord shall, subject to and following the approval process for leasing public property that may be required by law, including the written policies of the Landlord, enter into a new ground lease with the Lender and such new ground lease shall be upon the same terms and conditions of the unexpired term of the Lease immediately prior to such termination.
4. Landlord covenants and agrees that Landlord shall deliver to the Lender written notice of any default by Tenant under the Lease simultaneously with sending such notice to Tenant, or as close in time thereafter as may be reasonably practicable and that no exercise of any remedy by Landlord, as a result of any such default, shall be effective unless such notice shall have been delivered to the Lender. Landlord further covenants and agrees that the Lender shall have the right, but not the obligation, to cure any default by Tenant under the Lease. Lender's right to cure hereunder shall be conditioned on having given the Landlord prompt notice of Lender's intent to cure following Lender's receipt of notice of default. "Prompt" shall be defined to mean no more than ten (10) business days from the date of the notice of default. Lender shall be afforded (a) 30 days to cure any such default or (b) in the event that any

such default cannot, with reasonable diligence, be cured within 30 days, such longer period as may be reasonably required to complete such cure including, without limitation, such time as may be required for the Lender to gain possession of Tenant's interest under the Lease, provided the Lender promptly commences and diligently pursues such cure to completion.

5. Landlord agrees that Tenant shall have the right to assign or sublet Tenant's interest under the Lease to the Lender, its successor or assign without the consent of Landlord, and in the event Tenant's interest under the Lease is so assigned or sublet to the Lender, its successor or assign (as applicable, the "Assignee"), such Assignee shall have the right to further assign or sublet the Tenant's interest in the Lease with the written consent of Landlord (such consent not to be unreasonably withheld).

6. Landlord certifies as follows, as of the date hereof: (a) the Lease is in full force and effect in accordance with its terms; (b) to the best of Landlord's knowledge, each of the obligations on Tenant's part to be performed to date under the Lease have been performed; and (c) there do not exist any other agreements (including any subordination, non-disturbance and attornment agreements) concerning the Premises, whether oral or written between Landlord and Tenant (or their respective predecessors or successors) under the Lease.

7. Notices. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of the same in person to the intended addressee, or by depositing the same with Federal Express or another reputable private courier service for next business day delivery, or by depositing the same in the United States mail, postage prepaid, registered or certified mail, return receipt requested, in any event addressed to the intended addressee at its address set forth on the first page hereof and, if addressed to the Lender, to Truist Bank, 515 E Las Olas Blvd., 7th Floor, Fort Lauderdale, FL 33301, Attention: Josh Sheradsky, SVP and if addressed to Landlord, to City of Jacksonville Beach 11 N Third Street, Jacksonville Beach, FL 32250, Attention: City Manager], or at such other address as may be designated by such party as herein provided. All notices, demands and requests shall be effective upon such personal delivery, or one (1) business day after being deposited with the private courier service, or two (2) business days after being deposited in the United States mail as required above. By giving to the other party hereto at least fifteen (15) days' prior written notice thereof in accordance with the provisions hereof, the parties hereto shall have the right from time to time to change their respective addresses and each shall have the right to specify as its address any other address within the United States of America.

This Estoppel and Agreement and the representations and agreements made herein are given with the understanding that this Estoppel and Agreement constitutes a material inducement for the Lender and the Lenders to enter into the Loan Agreement and that the Lender and the Lenders shall rely hereon in entering into the Loan Agreement. This Estoppel and Agreement and the representations and agreements made herein shall inure to the benefit of the Lender, its successors and assigns and shall be binding on Landlord, its heirs, legal representatives, successors and assigns.

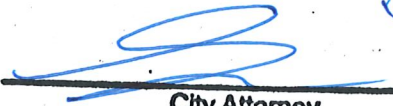
This Estoppel and Agreement may be executed in any number of counterparts, each of which shall be effective only upon delivery and thereafter shall be deemed an original, and all of which shall be taken to be one and the same instrument, for the same effect as if all parties hereto had signed the same signature page.

Executed this ____ day of March, 2023.

LANDLORD:

CITY OF JACKSONVILLE BEACH, a
municipal corporation of the State of Florida

Approved as to form and legal sufficiency:

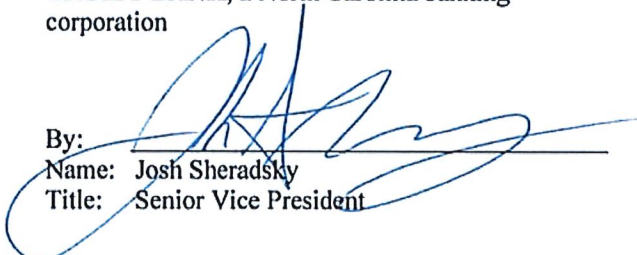


City Attorney

By: _____
Name: _____
Title: _____

LENDER:

TRUIST BANK, a North Carolina banking
corporation

By: 
Name: Josh Sheradsky
Title: Senior Vice President

[Signature Page to Ground Lessor Estoppel and Agreement]

CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Allen Putnam, Director of Beaches Energy Services
DATE:	03/09/2023
SUBJECT:	FMPA Invitation to Bid 2022-034 Substation & Generating Station Maintenance

BACKGROUND

Florida Municipal Power Agency (FMPA) Invitation to Bid (ITB) No. 2022-034 for the provision of Substation & Generating Station Maintenance services was advertised from October 6, 2022 to November 3, 2022. The joint ITB by FMPA as agent was advertised to solicit and award on behalf of Beaches Energy Services and eleven other FMPA member entities. The purpose of ITB 2022-034 is to seek companies who have established, through demonstrated expertise and experience, that they are qualified to provide the substation and generating station maintenance services specified. Beaches Energy Services will utilize the awarded companies to complete planned and unplanned repairs, maintenance, inspection, testing, and installation services per the prices, terms, and conditions of ITB 2022-034.

In response to ITB 2022-034, FMPA received proposals from 13 bidders: ABB, Inc. of Carmel, IN; Electric Power Systems of Sanford, FL; Electrical Engineering Enterprise of Tampa FL; Flo Power of East Lake Weir, FL; Hitachi Energy of Raleigh, NC; MP Predictive Technologies of Orlando, FL; North American Substation Services of Altamonte Springs, FL; Patterson & Dewar of Norcross, GA; Premier Power maintenance of Indianapolis, IN; Southern Switches & Contacts of Palm Harbor, FL; TAW Technical Field Services; TRC of Lancaster, PA; and Utility Engineering, LLC of Raleigh, NC.

The members participating in the Provision of Substation & Generating Station Maintenance Services Bid have reviewed the bid submittals. Pursuant to Section 28.1, Reserved Rights of the bid document, the recommended award is for 12 of the 13 bidders per areas of specialization in the bid document.

These awarded bidders will extend the bid prices and terms to other FMPA members as stated in the bid document. This bid award is effective until February 1, 2024; at that time the award may be extended by mutual consent.

FINANCIAL IMPACT

Beaches Energy Services Capital Improvement Plan and Operations & Maintenance budget includes funding for these services.

REQUESTED ACTION

Award/Reject FMPA Invitation to Bid 2022-034 to ABB, Inc.; Electric Power Systems; Electrical Engineering Enterprise; Flo Power, LLC; Hitachi Energy; MP Predictive Technologies, Inc.; North American Substation Services; Patterson & Dewar; Premier Power Maintenance; Southern Switch & Contacts; TAW Technical Field Services, Inc.; and Utility Engineering, LLC for Substation & Generating Station Maintenance



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

ATTACHMENTS

1. FMPA ITB 2022-034 for Substation and Generating Station Maintenance
2. FMPA Provision of Substation and Generating Station Maintenance Services Summary for BES
3. FMPA Memorandum Re: Substation & Generating Station Maintenance Services - Award ITB 2022-034



JOINT PURCHASE PROJECT

SPECIFICATION FOR

THE PROVISION OF

**SUBSTATION AND GENERATING
STATION MAINTENANCE**

Florida Municipal Power Agency
8553 Commodity Circle
Orlando, Florida 32819-9002
(407) 355-7767
www.fmpa.com

NOTICE: Because purchases pursuant to this ITB may qualify for Federal Emergency Management Agency ("FEMA") financial assistance, this Invitation to Bid and subsequent purchase orders are intended to comply with federal competitive selection and contractual requirements, including the requirements of 2 C.F.R. §§ 200.31-.326.



**FLORIDA MUNICIPAL POWER AGENCY
JOINT PURCHASE PROJECT**

BID DOCUMENT FOR OCTOBER 2022

**BID FOR ANNUAL REQUIREMENT
FOR THE PROVISION OF
SUBSTATION AND GENERATING STATION MAINTENANCE**

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INVITATION TO BID

(This is not an order)

R
E Florida Municipal Power Agency
T TO: 8553 Commodity Circle
U Orlando, Florida 32819-9002
R Attn: Sharon Samuels
N

ITB FMPA 2022-034

Date Issued: October 6, 2022

Telephone: (407) 355-7767

NOTICE: Because purchases pursuant to this ITB may qualify for Federal Emergency Management Agency ("FEMA") financial assistance, this Invitation to Bid and subsequent purchase orders are intended to comply with federal competitive selection and contractual requirements, including the requirements of 2 C.F.R. §§ 200.31-.326.

SEALED BIDS MUST PHYSICALLY BE IN THE FLORIDA MUNICIPAL POWER AGENCY OFFICE PRIOR TO BID OPENING AT 1:30 P.M. ON NOVEMBER 3, 2022, WHICH WILL BE IN THE FMPA BOARD ROOM LOCATED IN THE FMPA ADMINISTRATION BUILDING AT 8553 COMMODITY CIRCLE, ORLANDO, FLORIDA 32819.

- Bids shall be submitted on the form provided and must be manually signed.
- Bids shall be sealed in an envelope with the bid number, opening date, and time clearly indicated.
- Bids received after the opening date and time will be rejected and returned unopened.
- The attached Invitation shall become part of any purchase order resulting from this Invitation to Bid.

DESCRIPTION

**OCTOBER 2022
FLORIDA MUNICIPAL POWER AGENCY JOINT PURCHASE PROJECT
BID FOR ANNUAL REQUIREMENT
FOR THE PROVISION OF
SUBSTATION AND GENERATING STATION MAINTENANCE**

See attached Invitation for Bid, General Conditions, Specifications, and Bid Forms for detailed description.

PLACE OF DELIVERY: FOB DESTINATION

The services to be Furnished Hereunder Shall be Delivered with All Transportation Charges Paid By the Supplier to Destination.

It is the intent and purpose of the Florida Municipal Power Agency that this Invitation for Bid promotes competitive bidding. It shall be the bidder's responsibility to advise if any language, requirements, etc. or any combination thereof, inadvertently restricts or limits the requirements stated in this Invitation For Bid to a single source. Such notification must be submitted in writing and must be received by not later than ten (10) days prior to the bid opening date.

ADVERTISEMENT

Proposal For

**OCTOBER 2022
FLORIDA MUNICIPAL POWER AGENCY JOINT PURCHASE PROJECT
BID FOR ANNUAL REQUIREMENT
FOR THE PROVISION OF
SUBSTATION AND GENERATING STATION MAINTENANCE**

INVITATION TO BID FMPA 2022-034

Sealed bids will be received by the Florida Municipal Power Agency (FMPA), 8553 Commodity Circle, Orlando, Florida 32819-9002 until 1:30 P.M., on November 3, 2022, when at that time Bids will be opened publicly by a FMPA representative.

The proposal is for the Provision of Substation and Generating Station Maintenance for the following FMPA Members:

Beaches Energy Services
City of Bartow
City of Clewiston
City of Green Cove Springs
City of Homestead
City of Mount Dora
City of Starke
City of Wauchula
Ft. Pierce Utilities Authority
Keys Energy Services
New Smyrna Beach Utilities
Town of Havana

Bid packages for this project may be obtained from FMPA via Internet from www.fmpa.com.

No bid may be altered, withdrawn, or resubmitted after the scheduled closing time for receipt of bids. Bids received after the day and time stated above will not be considered and will be returned to the bidder unopened.

Bids will be accepted for Substation and Generating Station Maintenance manufactured by companies who have established, through demonstrated expertise and experience that they are qualified to provide the Substation and Generating Station Maintenance specified.

The Florida Municipal Power Agency reserves the right to reject any and all bids in total or in part and/or to waive defects in bids.

Jacob Williams
General Manager
Florida Municipal Power Agency

FLORIDA MUNICIPAL POWER AGENCY

JOINT PURCHASE PROJECT TERMS AND CONDITIONS

The Florida Municipal Power Agency (FMPA) was formed in 1978 for the purpose of providing a means for its members to benefit from a joint association of fellow municipally-owned utilities, including joint purchasing of services, materials, supplies, and equipment utilized in the generation, transmission, and distribution of electricity.

In July of 1994 by action of its Board of Directors FMPA created a Project for the joint purchasing of services, materials, supplies, and equipment utilized in the generation, transmission, and distribution of electricity.

Those FMPA members desiring to share in the benefits of joint purchasing of services, materials, supplies and equipment have executed a project procurement agreement with FMPA and are a Participating Member of the Project.

The Procurement Agreement between FMPA and the Project Participants provides for FMPA to administer the Project for the selection, bidding, and awarding of services, materials, supplies, and equipment utilized by the Project Participating Member and for the Project Participating Member to secure services, materials, supplies, and equipment through this Project, thus enjoying the benefits resulting from bulk purchasing.

1. OVERVIEW

This is a joint Invitation to Bid issued by the Florida Municipal Power Agency (FMPA) as agent to solicit and award on behalf of the following Participating Members:

Beaches Energy Services	City of Bartow
City of Clewiston	City of Green Cove Springs
City of Homestead	City of Mount Dora
City of Starke	City of Wauchula
Ft. Pierce Utilities Authority	Keys Energy Services
New Smyrna Beach Utilities	Town of Havana

Contractors providing Substation and Generating Station Maintenance are being sought to support the FMPA Members with services relating to Substation and Generating Station Maintenance as listed in the specification. This bid is for a one (1) year term; and consists of a joint estimated annual requirement of services.

2. PURCHASING SERVICES

Subsequent to the award, the Project Participating Members named above, will through their own initiative issue purchase orders and make subsequent release(s) of shipment to the vendor(s) awarded the contract pursuant to this Invitation to Bid. For those Participating Members, FMPA is acting as a "Solicitation Agent" only and shall not be held liable for any costs, or damages incurred pursuant to any agreement (purchase order) entered into by them with the successful bidder or offeror to this solicitation.

3. PARTICIPATING MEMBERS

This invitation to bid and specification is requesting bids for the specified services to be provided to the Participating Members. It is anticipated that Municipal Electrical Systems other than those Participating Members listed in paragraph above may wish to purchase the specified services. Therefore, the bidder(s) is requested to extend the quoted price to any municipal system. In that event, all of the applicable terms and conditions of this specification shall apply. A map showing the FMPA members is included at the end of this section.

4. FMPA'S RESPONSIBILITY

FMPA is responsible to administer the solicitation of the bids and the subsequent recommendation for award. FMPA has sole authority to modify the specification prior to bid opening and resolve disputes arising from interpretation thereof.

5. SERVICES

Services will be purchased in accordance with the prices, terms, and conditions of this Invitation to Bid and any subsequent contract or purchase order.

6. DEFINITIONS

The words and terms defined in this document shall have the following meanings as used throughout.

ACCEPTANCE – Written acknowledgement by the Participating Member's authorized representative that the Work has been completed in a manner consistent with the terms, conditions and specifications of a Participant Contract or Purchase Order.

SUCCESSFUL BIDDER – The business entity (and its affiliates and authorized assigns), which has been awarded by FMPA or executed a contract with a Participating Member shall include any and all Contractors, subcontractors, affiliates and authorized assigns that provide or perform any or all of the Work. This entity may also be referred to as the Contractor, awarded bidder, successful bidder, or successful proposer.

PARTICIPATING CONTRACT – The aggregation of all documents that constitute the binding agreement between the Contractor and a Participating Member. The Participant Contract may include but shall not be limited to The Award or Agreements that result from this solicitation, Participant Blanket Orders, Participant Purchase Orders, Order Releases, and all attachment agreements.

PARTICIPATING MEMBER – A FMPA Member engaged in the specific procurement activity specified in the Request for Proposal, Invitation to Bid, Award, or agreement. The actual Participating Member may change over the term of the Award and new Participants may be added or removed. The terms Participating Member and Participants may be used interchangeable throughout this document.

PURCHASE ORDER (PO) – A Work authorization, issued by a Participating Member, which is issued subject to the terms and conditions of the Award or Agreement and a Participant Contract. The term “Purchase Order” shall also include “blanket order releases” and any other ordering methodology agreed to in writing by a Participant and Contractor.

WORK – Labor, materials, supplies, equipment, goods, and services including any related documentation, software, reports, testing, transport, administration, management, tools and any and all other requirements to be furnished or performed by Contractor under this Award and/or a Participant Contract together with all other additional necessities that are not specifically recited in this Award or Participant Contract but which could be reasonably inferred as necessary to complete all obligations and fully satisfy the intent of this Award and/or a Participant Contract.

7. QUANTITIES

- 7.1 Participating Member(s) may purchase their requirements from the contract awardee(s); but this solicitation will NOT establish exclusive rights for the contract awardee(s).
- 7.2 The Project Participating Member reserves the right to reject in whole or in part, any or all services/reports which in its judgment are not as specified, or reflect unsatisfactory performance. In this event, payment shall be withheld corresponding to value of the rejected services/report until such time as the delivery is complete and accepted as contracted for.

8. EXTENSION OPTION

This bid may be extended annually by mutual agreement between the Project Participating Members and the successful bidder(s) provided the same terms, conditions, and prices exist, subject to Escalation/De-escalation as provided in Section 13. Should any supplier(s) choose not to renew their portion of the bid award, the Project Participating Member reserves the right to terminate the Contract with that supplier(s) and re-advertise or select a second supplier.

9. BID FORMS, VARIANCES, ALTERNATES, AND COMPLETENESS

- 9.1 Bids must be submitted on attached FMPA bid forms, although additional information may be attached. Bidders must indicate any variances from FMPA requested specifications, terms and conditions; otherwise bidders must fully comply with FMPA requested specifications, terms and conditions. Alternate bids will not be considered unless specifically indicated otherwise by these Terms and Conditions.
- 9.2 All blank spaces must be completed with the appropriate response. The bidder must state the price, typewritten or written in ink, for which he proposes to complete each item of the project. The bidder shall submit the executed bid form with other exhibits.
- 9.3 Pages BF-1, BF-3, and AOC-1 of this bid package are required forms and **MUST** be included in Bidder's response appropriately filled out and signed. Note: FEMA may fund aspects of this bid, which require the Bidder's execution of applicable

forms in this bid packet. Complete pages DF-1, AOC-2, and AOC-7 if applicable to Bidder.

- 9.4 Each bidder shall submit complete and definitive information on his offering in sufficient detail to permit a complete analysis of the Bid.
- 9.5 Bidders shall quote on all items in one bid form. Failure to do so may result in the bid being rejected as not responsive.
- 9.6 When quotations on certain items are optional, bidders shall insert the words "No Bid" in the space provided for an item for which no quotation is made.
- 9.7 Incorporation in the bid of substantial exceptions to the Terms and Conditions shall invalidate the bid, if the exceptions amount to a substantial modification of the Contract Documents. Exceptions to Technical Specifications shall be clearly noted in the "Affidavit of Compliance".
- 9.8 The bid must be signed by an authorized agent or officer of the firm.
- 9.9 Each bidder shall submit with the bid complete manufacturer's description.
- 9.10 Any bid not having sufficient descriptive matter to describe accurately the equipment or materials proposed may be rejected as irregular. The descriptive matter submitted by the bidder will be retained by FMPA.
- 9.11 Verbal statements made by the Bidder at any time regarding quality, quantity, or arrangement of product/equipment will not be considered.

10. VARIANCE WITH APPLICABLE LAW

If the Bidder observes that the specifications are at variance with any applicable law, ordinance, rule or regulation, he shall promptly notify FMPA in writing and any necessary changes shall be made. If the Vendor performs any work contrary to such law, ordinance, rules and regulations, and does not comply with the procedure above, he shall bear all cost incident to such violation.

11. QUALITY TERMS/GUARANTY

The vendor guarantees that the services will be provided as specified and will be performed in a prompt and diligent manner. The guarantee period shall begin on the date of delivery and shall end twelve months later.

12. BIDDER RESPONSIBILITY

Bidders are instructed to carefully read and comply with all requirements as specified in the Terms and Conditions, Technical Specifications, and Bid Forms.

The Awarded Bidder shall:

- At its expense, obtain all required licenses and permits for operating a contracting business in the state of Florida as well as any necessary surrounding counties.
- At its expense, obtain all necessary licenses and permits for inspecting utility equipment as described in these specifications. Contract employees requiring licensing by City, County or State Codes, shall not be allowed to work until said licenses are obtained.

- The Awarded Bidder shall obtain, at its expense, permits or agreements from the proper governmental entities or the state of Florida to execute work.
- Provide proof of Insurance
- Adhere to FMPA's terms and conditions Terms and Conditions, Technical Specifications, and Bid Forms

13. ESCALATION/DE-ESCALATION

Bid prices shall remain firm for a period of one year from the date of award. At the time the option to renew is to be exercised, the bid prices may be changed for the following reasons:

- 13.1 Vendor's labor cost may be justification for price change; however, this shall not be construed in any way to increase vendor's margin of profit.
- 13.2 Approved (Florida P.S.C.) freight rate changes may change the total bid prices.
- 13.3 Florida Department of Transportation monthly index shall be recognized and approved, when applicable.
- 13.4 All written requests for price increases must include a back-up documentation as to the nature of the increase and shall be submitted to FMPA at least 30 days prior to renewal of contract. Approval of each request shall be by written confirmation from FMPA. If FMPA should consider said increase unwarranted or unreasonable, FMPA reserves the right to terminate the contract with the vendor and re-advertise or select a second supplier. Any price decreases at the manufacturer's level shall be reflected in an immediate reduction of the bid prices and the vendor shall notify FMPA and the Project Participating Member(s) of said decrease.

14. PRICES BID

- 14.1 Prices bid, including payment discount if applicable, shall be used for payment and these prices shall be deemed to include payment in full for all transportation, labor and equipment used in delivering all services to the point of delivery.
- 14.2 Bidders shall bid unit prices, delivered, F.O.B., which will apply to each Project Participating Member. Unit price bid for each item will not extend beyond the hundredth of a decimal, e.g. Non-acceptable \$2.423; Acceptable \$2.42.
- 14.3 Any and all discounts, other than a payment discount, must be incorporated as a reduction in the bid price and not shown separately. The price as shown on the bid shall be the price used in determining award(s).

15. HONORING PRICES

Bidder warrants, by virtue of bidding, that any orders placed within the specified period shall be honored at the prices, terms, and conditions quoted.

16. BID EXCEPTIONS/DEVIATIONS TO SPECIFICATIONS

- 16.1 All deviations from the specifications must be noted in detail by the bidder, in writing, at the time of submittal of formal bid. The absence of a written list of specification deviations at the time of submittal of the bid will hold the bidder strictly accountable to FMPA specifications as written. Any deviation from the

specifications as written not previously submitted, as required by the above, will be grounds for rejection of the material and/or equipment when delivered.

16.2 For purpose of bid evaluation, bidders must indicate any and all variance to requirements, terms, and conditions as stated in this document no matter how slight. If variations are not stated on the Affidavit of Compliance form attached herein, it shall be construed that the bid fully complies with the requirements, terms, and conditions.

16.3 The contract resulting from this solicitation will be awarded to that responsible offeror whose offer, conforming to the invitation is determined most advantageous to the Project Participating Members, price, delivery and other factors considered. The offeror's proposal shall be in the form prescribed by this invitation and shall contain a response to each of the areas identified, which affects the evaluation factors for award.

17. PERFORMANCE BOND/SURETY

Neither a bid nor a performance bond or surety is required pursuant to this Invitation to Bid.

18. FINAL CONTRACT

All the above Terms and Conditions, Special Instructions, and General Conditions shall be incorporated in the final contract.

19. INVOICES

Bidder agrees to send FMPA a copy of all invoices issued pursuant to this Bid, if requested.

20. OTHER BASIS FOR AWARD

Other factors that will be considered besides the lowest price are:

- Quality of workmanship as represented by references
- Qualified Personnel (for Services)
- Relevant Experience
- Capabilities to perform to the contractual requirements.
- Capabilities to perform technical requirements
- Past performance on previous FMPA awards
- Time of Delivery or Schedule

Exceptions to the bid may be considered if determined minor in nature and acceptable to FMPA's application. All exceptions shall be noted on the attached "Affidavit of Compliance" form.

21. OPENING LOCATION

The bids will be publicly opened at the Florida Municipal Power Agency (FMPA) 8553 Commodity Circle, Orlando, Florida 32819, in the presence of FMPA Officials at the stated time and date. All bidders or their representatives are invited to be present.

22. BID DELIVERY REQUIREMENTS

Any bids received after the stated time and date will not be considered. It shall be the sole responsibility of the bidder to have their bid delivered to FMPA for receipt on or before the above stated time and date. If a bid is sent by U.S. Mail, the bidder shall be responsible for its timely delivery to FMPA's office. Bids delayed by mail shall not be considered, shall not be opened at the public opening, and arrangements shall be made for their return at the bidder's request and expense.

23. CLARIFICATION AND ADDENDA

Each bidder shall examine all Invitation to Bid documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquires, suggestions, or requests concerning interpretation, clarification, or additional information pertaining to the Invitation to Bid shall be made to FMPA. Clarification of bids submitted shall be in letter form, signed by bidder. FMPA shall not be responsible for oral interpretations given by any FMPA employee or representative. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given. If any addenda are issued to this Invitation for Bid, FMPA will attempt to notify all prospective bidders who have secured same.

However, it shall be the responsibility of each bidder, prior to submitting their bid, to contact FMPA by either calling (407) 355-7767 or via Internet e-mail to bidinfo@fmpa.com, to determine if addenda were issued and to make such addenda a part of their bid.

24. SEALED AND MARKED

Two (2) signed copies of your bid shall be submitted in one sealed package, **clearly marked on the outside of package** with the Invitation to Bid Number, opening date and time addressed to:

Florida Municipal Power Agency
8553 Commodity Circle
Orlando, FL 32819-9002
ATTN: Sharon Samuels

25. LEGAL NAME

Bids shall clearly indicate the legal name, address, and telephone number of the bidder (company, firm, partnership, or individual). Bids shall be signed above the typed or printed name and title of the signer. The signer shall have the authority to bind the bidder to the submitted bid. Failure to properly sign proposal shall invalidate same, and it shall not be considered for award. No erasures are permitted. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it. Corrections must be initialed by person signing the bid.

26. BID EXPENSES

All expenses for making bids to FMPA are to be borne by the bidder.

27. IRREVOCABLE OFFER

Any bid may be withdrawn up until the date and time set above for opening of the bid. Any bid not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of 45 days to sell the Participating Members the goods or services set forth in the attached specification.

28. RESERVED RIGHTS

- 28.1 FMPA reserves the right to: 1) reject any and all bids or parts of bids, to waive irregularities and technicalities, request the submission of clarifying information, and to request re-bids; 2) recommend the award based on criteria other than price; 3) recommend the award that FMPA deems will best serve its Members interests; and, 4) award the contract on a total order basis, by individual zone, or on a line item basis, 5) award to more than one bidder.
- 28.2 FMPA reserves the right to increase or decrease quantities to meet additional or reduced requirements of FMPA Participating Members. Any sole response received may or may not be rejected by FMPA depending on available competition and timely needs of FMPA Participating Members.
- 28.3 To be responsive, a bidder shall submit a bid, which conforms in all services respects to the requirements set forth in the Invitation to Bid. To be a responsible bidder, the bidder shall have the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit, which will assure good faith performance.
- 28.4 FMPA reserves the right to make such investigation as it deems necessary to make this determination. Such information may include but shall not be limited to: current financial statement, verification of availability of equipment and personnel, and past performance records.

29. THE RIGHT TO AUDIT

The Contractor agrees to furnish such supporting detail as may be required by FMPA and the Participating Members to support charges or invoices, to make available for audit purposes all records covering charges pertinent to the purchase, and to make appropriate adjustments in the event discrepancies are found. The cost of any audit will be paid by FMPA or the Participating Member, as appropriate. FMPA and the Participating Members shall have the right to audit the Contractor's records pertaining to the work/product for a period of three (3) years after final payment.

30. APPLICABLE LAWS

All applicable laws and regulations of the State of Florida and FMPA will apply to any resulting agreement, contract, or Purchase Order. Protestors shall seek resolution of their complaints initially with FMPA. A protest with respect to this Invitation for Bid shall be submitted in writing prior to the scheduled opening date of this bid.

31. CODE OF ETHICS

With respect to this bid, if any bidder violates or is a party to a violation of the Code of Ethics of the FMPA, Florida Statutes, Chapter 12, Part III, Code of Ethics for Public Officers and Employees, such bidder may be disqualified from furnishing the goods or services for which the bid is submitted and may be further disqualified from submitting any future bids for goods or services for FMPA.

32. COLLUSION

By offering a submission pursuant to this Invitation to Bid, the bidder certifies the bidder has not divulged, discussed, or compared his bid with other bidders and has not colluded with any other bidder or parties to this bid whatsoever. Also, the bidder certifies, and in the case of a joint bid, each party thereto certifies, as to his own organization, that in connection with this bid:

- 32.1 Any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices and or cost data, with any other bidder or with any competitor.
- 32.2 Any prices and/or cost data quoted for this bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder prior to the scheduled opening directly or indirectly to any other bidder or to any competitor.
- 32.3 No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.
- 32.4 The only person or persons interested in this bid, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this bid or in the contract to be entered into.
- 32.5 No person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee excepting bona fide employees or established commercial agencies maintained by the Bidder for the purpose of doing business.

33. INDEMNITY

After notification of award, the successful bidder shall indemnify and save harmless FMPA and its Participating Members from and against all claims, suits, actions, damages, or causes or action arising during the terms of the resulting agreement for any personal injury, loss of life, or damage to property sustained by reason of a result of the performance of the services or delivery of goods for which the resulting agreement was entered into, or its agents, employees, invitees, and all other persons, and for and against any orders, judgements, or decrees, which may be entered thereto, and from and against all costs, attorney's fees, expenses and liabilities incurred in or by reason the defense of any such claim, suit or action, and the investigation therefor.

Nothing in the award, resulting agreement, contract or Purchase Order shall be deemed to affect the rights, privileges and immunities of FMPA as set forth in Florida Statute 768.28.

The successful bidder(s) covenants and agrees to indemnify and save harmless FMPA and its Participating Members and to defend from all cost, expenses, damages, attorney's fees, injury or loss to which FMPA may be subjected by any person, firm, corporation, or organization by reason of any wrongdoing, misconduct, want, or need of care or skill, negligence or default or breach of contract, guaranty, or warranty, by the successful bidder(s), his employees, his agents or assigns.

34. INSURANCE REQUIREMENTS

Before starting and until Acceptance of Work by Participating Member, and without further limiting Supplier's liability under this Agreement or a Participant contract, the Supplier shall procure and maintain, at its sole expense, insurance of the types and in the amounts stated below:

Schedule	Amount
<u>Workers Compensation</u> Statutory Coverage Employers's liability including appropriate Federal Acts	Statutory Limits \$500,000 each occurrence
<u>Commercial General Liability</u> Premises, Operations Products Completed, Operations Contractual Liability Independent Suppliers	\$1,000,000 each occurrence \$2,000,000 aggregate – bodily injury and property damage, combined single limit
<u>Automobile/Vehicle Liability</u> All vehicles – Owned, non-owned, hired	\$1,000,000 each occurrence, combined single limit
<u>Excess/Umbrella Liability</u>	\$2,000,000 each occurrence and annual aggregate

Supplier's Commercial General Liability policy shall remain in effect for at least two years after all work is complete.

Supplier shall specify Participating Members as additional insureds for all coverage except Worker's Compensation and Employer's Liability. Such insurance shall be primary to any and all other insurance or self-insurance maintained by Participating Members.

The Supplier shall require their insurance carrier to waive all rights of subrogation against the Participating Member, their employees, directors and officers.

All deductibles for insurance specified herein shall be paid by supplier.

All Subcontractors performing Work pursuant to this bid shall procure the insurance required under this bid during the life of the subcontract. The subcontractor insurance may be provided through separate coverage or by endorsement under insurance provided by supplier. Supplier shall submit Subcontractor's certificates of insurance to Participating Member prior to allowing Subcontractor to perform Work at any site or Work Area.

35. WARRANTIES

The following Warranty terms may be in addition to or superseded by that which is set forth on the face of Participating Member's Purchase Order; whichever is in the best interest of the Participating Member.

a) Awarded Bidder warrants that all Goods and Services furnished under this bid award are: (1) to be free from defects in workmanship, material, manufacture, and design (where design is the bidder's responsibility); (2) comply with the requirements of this bid or purchase order and all applicable federal, state and local laws, rules, and regulations. (3) fit and sufficient for use intended by Participating Members to the extent such use is expressed in the terms of the purchase order. (4) free and clear of any lien, security interest, or other adverse claim against title; and (5) not infringe, including without limitation their sale or use alone or in combination, any US patents, trademarks, trade secrets, copyrights, or proprietary rights of any third party than due to the fault of action of FMPA and its Participating Members.

b) The foregoing warranties are to the exclusion of all other warranties, expressed or implied, and shall survive any delivery, inspection, acceptance, and payment by Participating Members.

c) Warranties shall be effective for the period of time either set forth on the face of the Purchase Order expressly or one (1) year from the date of acceptance of work or eighteen (18) months from delivery of service or completion of the services, as applicable, whichever occurs first. Any repairs or replacements made to bidder's Goods and Services shall be warranted for the remainder of the original warranty term or 90 days, whichever is longer. Any work which does not conform to this warranty, shall be repaired or replaced by awarded bidder. Awarded bidder shall indemnify Participating Member for all cost incurred as a result of such nonconformity.

36. ACCEPTANCE OF SERVICES

Inspection and Acceptance of Services

Services shall be subject to Participating Member's inspection at any time.

Participating Member may reject Services within a reasonable time after completed, if such Services do not comply with the requirements of the Purchase Order or (if provided by Participating Member) the specifications for the Services. The making or failure to make any inspection of, or payment for or acceptance of Services shall in no way impair Participating Member's right to reject or revoke its acceptance of nonconforming Services, or to avail itself of any other remedies to which Participating Member may be entitled, notwithstanding Participating Member's knowledge of the nonconformity, its substantiality or ease of discovery.

37. TERMINATION FOR DEFAULT

Any failure by Awarded Bidder to perform or comply with the terms and conditions of the Purchase Order which continues for ten (10) calendar days after written notice from Participating Member to Awarded Bidder demanding that such failure to perform be cured, shall be deemed an event of default by Awarded Bidder. Upon the occurrence of any such event of default, Participating Member may terminate the Purchase Order and pursue any remedies available at law or in equity.

38. TERMINATION FOR CONVENIENCE

Participating Member shall have the right in its sole discretion to terminate by written notice, in whole or in part, the Purchase Order for its convenience. Participating Member shall pay Awarded Bidder for any Services performed under the Specifications of the Bid Package prior to the termination date.

39. LIQUIDATED DAMAGES

If Awarded Bidder fails to complete specified Work on or before the dates specified by a Participating Member, in a particular Participant Contract or Purchase Order, Awarded Bidder shall pay Participant the amounts listed below for each and every calendar day, including Sundays and holidays (as specified by the Participating Member), starting on the day following the date specified by Participating Member, until the date the Work is completed and Accepted by the Participating Member.

<u>Activity</u>	<u>Amount</u>
a) Delivery	\$1,000.00
b) Other	\$100.00

Awarded Bidder understands and agrees that said daily sum is to be paid not as a penalty but as compensation to the Participating Member for fixed and reasonable liquidated damages due to losses that Participating Member will suffer because of such default, whether through increased administrative and engineering cost, interference with Participating Member's normal operation, other tangible and intangible costs, or otherwise, which costs will be impossible or impractical to measure or ascertain with any reasonable specificity.

Liquidated damages may, at Participating Member's sole discretion, be deducted from any monies held by Participating Member that are otherwise payable to Awarded Bidder.

Awarded Bidder's payment of liquidated damages shall in no way relieve the Awarded Bidder of any other obligations under this agreement, a Participant Contract or Purchase Order.

40. CONTROL OF WORK AND SUBCONTRACTORS

Awarded bidder shall be solely responsible for all methods, techniques, sequences, procedures, and safety programs in connection with the performance of the Work. In addition, awarded bidder shall be solely responsible for the engagement and management of any subcontractors used to perform any portion of the Work.

41. SUSPENSION OF WORK

Participating Member(s) may suspend the Work under the Award or any portion thereof at anytime. Participating Member(s) may at any time reduce Crews, Equipment, and Staffing.

42. ACCEPTANCE AND PAYMENT FOR WORK COMPLETED

Weekly time and charge sheets must be submitted to the Participating Member once per week during the Work period, if requested. The weekly charge sheets must be for a complete work week, and shall be submitted no later than two working days after the end of the work week. These weekly time and charge sheets will be used for comparison of all invoices. Invoices for completed Work will be accepted by the Participating Member once per month.

43. MODIFICATION OR WITHDRAWAL OF BID

A modification of a bid already received will be considered only if the modification is received prior to the time announced for opening of bids. All modifications shall be made in writing, executed and submitted in the same form and manner as the original bid. Modifications submitted by telephone, telegraph, or facsimile will not be considered.

Any bidder may withdraw his bid by giving written notice to FMPA, at the place such bids are to be received and at any time prior to the time announced for opening of bids.

44. ERRORS IN BIDS

Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids; failure to do so will be at the bidder's own risk. Neither law nor regulations make allowance for errors either of omission or commission on the part of bidders. In case of error of extension of prices in the bid, the unit price shall govern.

45. No Bid

If not submitting a bid, respond by returning the "Statement of No Bid" no later than the stated bid opening date and hour, and explain the reason in the space provided. Failure to respond without justification may be cause for removal of the bidder's name from the bid mailing list.

46. DESCRIPTIVE INFORMATION

Unless otherwise specifically provided in the Technical Specifications or Bid Forms, any equipment, material, or article or patented process, any trade name, make, or catalog number bid other than that specified herein is subject to disqualification if the substitution is not specifically approved in writing by FMPA.

Specified items bid shall be identified by brand name, number, manufacturer, and model, and shall include full descriptive information, brochures, or appropriate attachments.

47. "OR EQUAL" INTERPRETATION

When a particular manufacturer's name or brand is specified along with the words "or equal", bids will be considered on other brands or on the product of other manufacturers. On all such bids the bidder shall indicate clearly the product (brand and model number) on which he is bidding, and shall supply a sample or sufficient data in detail to enable an intelligent comparison to be made with the particular brand or manufacturer specified. All samples shall be submitted in accordance with procedures outlined in paragraph labeled "Samples". Catalog cuts and technical descriptive data shall be attached to the original

copy of the bid where applicable. Failure to submit the above information may be sufficient grounds for rejection of bid.

48. USE OF TRADE NAMES

If allowed by the Technical Specifications and/or the Bid Forms, bidders may submit bids on items manufactured by other than the manufacturer specified. In these instances, bids must be accompanied with all descriptive information necessary for a thorough evaluation of the proposed material of equipment such as detailed drawings and specifications, certified operation and test data, and experience records, as well as an itemized list of any variance from, or exceptions taken to, the specifications. Failure of any bidder to furnish the data may be cause for rejection of the specified item(s) to which it pertains.

49. AUTHORIZED PRODUCT REPRESENTATION

The successful bidder(s) by virtue of submitting the name and specifications of a manufacturer's product, will be required to furnish the named manufacturer's product. By virtue of submission of the stated documents it will be presumed by FMPA that the bidder(s) is legally authorized to submit and the successful bidder(s) will be legally bound to perform according to the documents.

50. REGULATIONS

It shall be the responsibility of each supplier to assure compliance with an OSHA, EPA and/or Federal or State of Florida rules, regulations or other requirements, as each may apply.

51. CANCELLATION

It is the intention of FMPA to purchase material from sources of supply that will give prompt and convenient shipment service. Any failure of the supplier to satisfy the requirements of FMPA shall be reason for termination of the award. Any bid may be rejected in whole or in part for good cause when in the best interest of FMPA.

52. ROYALTIES AND PATENTS

The successful bidder(s) shall pay all royalties and license fees for equipment or processes in conjunction with the equipment purchased, and shall defend all suits or claims for infringement of any patent right(s). FMPA shall be held harmless from loss on account thereof and any cost and attorney's fee incurred therefor.

53. TAXES

All of the equipment, materials, and articles incorporated in the product/work furnished and invoiced directly to FMPA are purchased for resale, and such sales are exempt from Florida's sales and use taxes. FMPA will furnish a resale certificate to the contractor or vendor. All of the equipment, materials, and articles incorporated in the product/work furnished and invoices directly to an individual city are not purchases for resale, and the invoices shall include all applicable state and local taxes unless the city provides a self accrual certificate to the contractor at the time of purchase.

54. EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

The Florida Municipal Power Agency, in accordance with the provision of Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement minority business will be afforded full opportunity to submit bids in response to this advertisement and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

55. PUBLIC ENTITY CRIMES

Pursuant to Section 287.133(2)(a), FLORIDA STATUTES, all bidders should be aware of the following:

"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

56. DRUG-FREE WORKPLACE

A Drug-Free Workplace Statement should be completed, signed, and returned prior to award of bid. This form will be used whenever two or more bids that are identical with respect to price, quality, delivery, and service are received; a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.

57. BID TABULATION

Bidders desiring a copy of the bid tabulation of the Invitation to Bid may request same by enclosing a self-addressed, stamped envelope with their bid.

58. BUDGETARY CONSTRAINTS

The Florida Municipal Power Agency and the Participating Members reserve the right to reduce or increase the quantity, retract any item from the bid, or upon notification, terminate entire agreement without any obligations or penalty based upon availability of funds.

59. MANUFACTURERS

FMPA will accept bids for products manufactured by the "Approved Manufacturers" and items that are "Or Equal" to the items listed in the Technical Specification. Items bid must meet or exceed the technical and performance standards of the approved items. Bids submitted for products not approved or equal to approved manufactured item will be rejected.

60. MINORITY BUSINESS UTILIZATION

Bidders are encouraged to utilize certified and qualified minority and women-owned (M/WBE) firms as subcontractors/suppliers where performance of the Work will not be adversely affected and such firms are competitive in price and product/service quality. Bidder shall provide report to the Participating Member(s) in bid submittal and thereafter, which details product/service is provided by qualified M/WBE firms.

61. FEMA REIMBURSEMENT

This is an acknowledgement that Federal Emergency Management Agency ("FEMA") financial assistance may be used to fund this agreement. Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives. However, the Federal Government is not a party to this contract and is not subject to any obligations or liabilities to FMPA, Contractor, or any other party pertaining to any matter resulting from the contract. Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

62. REMEDIES

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

63. EQUAL EMPLOYMENT OPPORTUNITY

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

(a) Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(b) Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

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

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

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

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

(g) Contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency Contractor may request the United States to enter into such litigation to protect the interests of the United States.

64. CONTRACT HOURS AND SAFETY STANDARDS ACT

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

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

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

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

65. CLEAN AIR ACT

(a) Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(b) Contractor agrees to report each violation to FMPA and understands and agrees that FMPA will, in turn, report each violation as required to assure notification to the Florida Department of Environmental Protection, FEMA, and the appropriate Environmental Protection Agency Regional Office.

(c) Contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

66. FEDERAL WATER POLLUTION CONTROL ACT

(a) Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(b) Contractor agrees to report each violation to FMPA and understands and agrees that FMPA will, in turn, report each violation as required to assure notification to the Florida Department of Environmental Protection, FEMA, and the appropriate Environmental Protection Agency Regional Office.

(c) Contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

67. ACCESS TO RECORDS

(a) Contractor agrees to provide FMPA, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(b) Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(c) Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

68. SUSPENSION AND DEBARMENT

(a) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(b) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(c) This certification is a material representation of fact relied upon by (_____). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(d) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

69. BYRD ANTI-LOBBYING AMENDMENT

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

70. PROCUREMENT OF RECOVERED MATERIALS

(a) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(b) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

71. DHS SEAL, LOGO, AND FLAGS

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.

72. DOMESTIC PREFERENCES

Items manufactured in the United States are preferred.

LOCATION OF FMPA MEMBERS

State of Florida



TECHNICAL SPECIFICATION

FMPA SPECIFICATION FA-SGSM-1
SPECIFICATION FOR
SUBSTATION AND GENERATING STATION MAINTENANCE

1. SCOPE

- 1.1 This specification applies to services related to the inspection, maintenance, testing, repair, and installation requirements for electrical power delivery equipment located in electric power substations and generating facilities. It is the intent of these requirements to ensure that all electrical equipment is operating within industry standards and manufacturer's tolerances, and all work performed follows applicable standards and industry best practices.
- 1.2 Codes, Standards, References and Regulations – The Successful Bidder(s) will comply with all federal, state, county and city codes, standards and regulations.

All work shall be in accordance with the following applicable codes and standards:

- National Electrical Code (NEC)
 - National Electrical Safety Code (NESC)
 - National Electrical Manufacturer's Association (NEMA)
 - American Society for Testing and Materials (ASTM)
 - Institute of Electrical and Electronic Engineers (IEEE)
 - National Electrical Testing Association (NETA)
 - North American Electric Reliability Corporation (NERC)
 - National Institute of Standards and Technology (NIST)
 - American National Standards Institute (ANSI)
 - State and Local Codes and Ordinances
 - Insulated Power Cable Engineers Association (IPCEA)
 - Association of Edison Illuminating Companies (AEIC)
 - Occupational Safety and Health Administration (OSHA)
 - Environmental Protection Agency (EPA)
 - Florida Department of Environmental Protection (DEP)
- 1.3 Qualifications of Contractor, Sub-Contractors, and Personnel pertaining to testing functions
- 1.3.1 The Contractor shall be an independent, third party entity, which can function as an unbiased testing authority, professionally independent of the manufacturers, suppliers, and installers of equipment or systems being evaluated.
- 1.3.2 The Contractor shall have experience in the maintenance and testing of electrical utility equipment devices operating at voltages up to 230kV AC and 125V DC.
- 1.3.3 The Contractor shall use technicians who have necessary experience for electrical diagnostic testing services performed for electrical utilities.
- 1.3.4 The Contractor shall submit appropriate documentation to demonstrate that it

satisfactorily complies with NETA standards and/or manufacturer standards, where applicable.

- 1.3.5 The Contractor shall provide documentation to demonstrate that it holds proper insurance coverage to perform the scope of services provided in this bid specification.

1.4 Division of Responsibility

- 1.4.1 FMPA Member shall be responsible for all power switching of equipment and for providing equipment in a ready-to-work condition. The FMPA Member shall provide the testing organization with the following:

- A short-circuit analysis, a coordination study, and a protective device setting sheet, if applicable.
- The most current set of electrical drawings and instruction manuals applicable to the scope of work relative to the equipment under test.
- An itemized description of equipment to be inspected, tested, or installed.
- A determination of who shall provide a suitable and stable source of electrical power to each test site.
- Notification of when equipment becomes available for maintenance tests. Work shall be coordinated to expedite project scheduling.
- Site-specific hazard notification and safety briefing.
- On site city employed technician to support contractor.

- 1.4.2 The Contractor shall provide the following:

- All field technical services, tooling, equipment, instrumentation, and technical supervision to perform such tests and inspections.
- Specific power requirements for test equipment.
- Notification prior to commencement of any testing.
- A timely notification of any system, material, or workmanship, which is found deficient on the basis of maintenance tests.
- A written record of all tests and a final report.

2. GENERAL SUBSTATION SITE INSPECTION

2.1 The Contractor shall provide all necessary personnel and equipment to perform the following inspection activities:

- Perform perimeter fence safety inspection.
- Confirm electrical hazard signs are posted around perimeter and visible to the public.
- Proper labeling of all equipment.
- Perform visual inspections of fire extinguishers.
- Perform Visual inspection of equipment batteries and/or substation control batteries and charger.
- Perform visual inspection of eye-wash stations.
- Perform visual inspection of all insulators and high voltage conductors and connections.
- Record all equipment gauges and operational counters.
- Walk-down entire facility looking for abnormal or hazardous conditions (alarms on equipment, annunciator lights, relay targets, evidence of animals, trip hazards, oil leaks, growing vegetation, equipment rust, oil level gauges, SF6 pressure gauges, etc.).
- Perform thermal imaging (Infrared) inspection.
- Inspect equipment ground connections.
- Verify site lighting is functional.
- Provide detail report of all the inspected equipment and assets with findings, pictures, and recommendations with a priority chart of urgency.
- In case of repairs or replacement beyond normal maintenance requirements, contractor shall provide a separate quote and recommendation for approval.

3. CIRCUIT BREAKER INSPECTION, TESTING, MAINTENANCE REQUIREMENTS

3.1 The Contractor shall provide all necessary personnel and equipment to perform the appropriate procedures for the inspection, testing and maintenance of circuit breakers as required:

- Perform visual inspection.
- Record of all gauge readings and operation counters.
- Inspect operating mechanism.
- Check and set all critical adjustments per manufacturer's specifications.
- Operational test of breaker using a trip signal to the trip coil via lockout relay or other device.
- Tightening of all necessary components and connections.
- Lubrication of all necessary components.

- Cleaning of all necessary components and connections.
- Perform primary and or secondary current injection test
- Perform timing & travel test
- Motion test.
- Coil current test.
- Static (contact) resistance measurements (SRM)
- Dynamic (contact) resistance measurements (DRM)
- Vibration test.
- Motor current test.
- Minimum pick-up measurement test (minimum voltage to operate circuit breaker).
- Measure station and breaker Voltage.
- Power factor/dissipation factor/ tan delta and capacitance tests.
- Vacuum bottle test.
- SF6 Leakage check and repair if necessary.
- Add SF6 if necessary.
- Moisture/Purity SF6 test.
- Air pressure test.
- Perform thermal imaging (Infrared) inspection.
- Verify anti-pump function
- Perform current transformer excitation, polarity, ratio and burden tests
- Provide detailed report of all tests and maintenance performed with pictures.
- In case of repairs or replacement beyond normal maintenance requirements, contractor shall provide a separate quote and recommendation for approval.

4. CIRCUIT BREAKER REPAIR AND RECONDITIONING REQUIREMENTS

4.1 The Contractor shall provide all necessary personnel and equipment to perform the following repair or reconditioning as required:

4.1.1 Medium Voltage Circuit Breaker Rebuild Specification

- “As Found” inspection shall be performed, including: manual and electrical operation of breaker, testing of interlocks, insulation resistance tests of primary, and control circuits. Open and close timing tests shall be performed
- Each circuit breaker shall be completely disassembled, including the operating mechanism, cleaned of all dirt, rust, or other foreign material. All steel frame parts shall be sand blasted to base metal and painted with high quality rust inhibiting paints while operator components shall be yellow zinc plated. All fits shall be checked and compared to available factory specification and parts shall be repaired or replaced as necessary upon approval.
- Each pole piece shall be removed from the frame and disassembled. All oxidation and corrosion shall be removed from the copper. All copper conductors shall be inspected and re-silver plated.

- All main, arcing, and primary disconnect contacts shall be cleaned and dressed prior to plating. Contact wipe and spring tension shall be tested and set to available factory specifications.
- The molded base of each pole piece will be cleaned, tested, and resealed as appropriate. If necessary, each piece will be baked to remove moisture prior to sealing.
- All parts shall be inspected, and any defective parts shall be replaced upon approval.
- After all parts are reconditioned, the breaker will be reassembled, lubricated, adjusted, and fully tested. Our standard testing includes high current testing as applicable, resistance testing of all contacts, testing with 1000 volts from line to load, pole to pole, and pole to ground. Customer specified tests shall be included as requested. A full test report will be included with each breaker.
- Provide detailed report and test data on each breaker.
- All final testing to be performed by an engineer not associated with the rebuild process in any manner.

4.1.2 High Voltage Circuit Breaker Rebuild Specification

- “As Found” inspection shall be performed, including: manual and electrical operation of breaker, testing of interlocks, insulation resistance tests of primary and control circuits. Open and close timing tests shall be performed.
- All energized components shall be inspected for evidence of overheating, burning, discoloration, pitting, corrosion, and tracking.
- Arc chutes and phase barriers will be inspected for physical damage, and dried out as needed. Blowout coils will be inspected and coil resistance measurements taken.
- Primary bushings shall be cleaned, inspected, tested.
- All main and arcing contacts shall be inspected, checked for wear and pitting, cleaned, and dressed.
- Control circuit switches, solenoids, relays, motors and wiring shall be inspected for proper operation and insulation resistance tested at 1000 VDC.
- All parts shall be inspected and tolerances shall be measured and compared to manufacturer’s specifications then replaced and/or refurbished as appropriate with only manufacturer’s parts. No “clone” or fabricated parts will be used.
- The circuit breaker shall be completely disassembled, including the operating mechanism.
- Steel frame parts shall be cleaned, sand blasted, and painted. Steel operator parts will be sand blasted and yellow zinc plated. Conducting

members will be tumbled and re-silver plated.

- Breaker will be re-assembled, lubricated, and adjusted to manufacturer's specifications.
- Fully rewire using SIS wiring of like sizing with VW-1 rating.
- Mechanical operator and contact alignment checks shall be performed on both the breaker and operating mechanism including contact wipe, and gap in accordance with manufacturer's specifications and instructions.
- Interlocks, positions indicators, and operation counters will be adjusted and tested for proper operation.
- Breaker will be tested electrically and mechanically for proper operation.
- Perform contact resistance measurements on each phase.
- Perform insulation resistance tests on each pole, phase-to-ground, phase-to-phase, and line to load.
- Perform high potential test on each pole phase-to-phase and to ground.
- Provide detailed report and test data on each breaker.
- All final testing to be performed by an engineer not associated with the rebuild process in any manner.

5. RELAY INSPECTION, TESTING, MAINTENANCE AND REPAIR REQUIREMENTS

5.1 The Contractor shall provide all necessary personnel and equipment to perform the appropriate procedures for the inspection, testing and repair of protective relays as required.

- Perform visual inspection
- Inspect gaskets, cover glass, presence of foreign material, moisture, condition of spiral spring, disc clearance, and contacts on electromechanical relays
- Verify operation of light-emitting diodes, display, and targets.
- Record model number, style number, serial number, firmware revision, software revision, and rated control voltage.
- Check mechanically for freedom of movement, proper travel and alignment, and tightness of mounting hardware and tap screws.
- Perform insulation resistance test on each circuit branch to frame (electromechanical relays only).
- Verify that the frame is grounded in accordance with manufacturer's instructions.
- Perform electrical test as needed, per manufacturer's instructions, to verify that each device is operates as expected.
- Inspect and tighten all wiring to relay and terminal blocks.

- Verify and test all protection schemes with adequate testing tool for digital relays, with minimum timing, trip, and close checks.
- Perform research to determine if there are any service bulletins from relay manufacturer.
- Verify polarity of relay and phasing.
- Upload any relay firmware updates and test to assure it is correctly working. Download "As-Left" settings file.
- Calibrate as necessary per manufacturer's instructions.
- Provide written tag on relay that states test date and test personnel.
- Perform all necessary testing procedures to comply with NERC PRC-005.
- Provide "As-Found" and "As-Left" reports
- Submit a detailed testing report with supporting testing equipment results for each tested unit. Provide pictures of each unit and corresponding nameplates.
- In case of repairs or replacement beyond normal maintenance requirements, contractor shall provide a separate quote and recommendation for approval.

6. CAPACITOR BANK INSPECTION, TESTING, MAINTENANCE AND REPAIR REQUIREMENTS

6.1 The Contractor shall provide all necessary personnel and equipment to perform the appropriate procedures for the inspection testing and repair of capacitor banks as required.

- Perform visual inspection.
- Perform thermal imaging (Infrared) inspection.
- Capacitance Test.
- Terminal-to-terminal resistance test.
- Terminal-to-case resistance test.
- Clean and tighten all necessary terminal connections including ground connections.
- Inspect and verify that surge arresters are in working condition.
- Submit a detailed testing report with supporting testing equipment results for each tested unit. Provide pictures of each unit and corresponding nameplates.
- In case of repairs or replacement beyond normal maintenance requirements, contractor shall provide a separate quote and recommendation for approval.

7. METER INSPECTION AND TESTING REQUIREMENTS

7.1 The Contractor shall provide all necessary personnel and equipment to perform the appropriate procedures for the inspection and testing of meters as required.

- Perform visual inspection
- Verify meter connections are in accordance with meter and relay diagram
- Take voltage and current phasor measurements
- Test meter accuracy utilizing an independent source
- Calibrate as necessary
- Submit a detailed testing report with supporting testing equipment results for each tested unit. Provide pictures of each unit and corresponding nameplates
- In case of repairs or replacement beyond normal maintenance requirements, contractor shall provide a separate quote and recommendation for approval.

8. METAL CLAD BREAKER INSPECTION, TESTING, REPAIR AND RECONDITIONING REQUIREMENTS

8.1 The Contractor shall provide all necessary personnel and equipment to perform the following repair (or reconditioning) procedures as required:

- Perform visual inspection.
- Perform thermal imaging (Infrared) inspection.
- Perform power factor test.
- Tightening of all necessary components and connections.
- Lubrication of all necessary components.
- Cleaning of all necessary components and connections
- Replace and re-pitch of primary disconnect bottles.
- Repair and recondition of racking mechanisms.
- Repair and recondition of operating mechanism.
- Replace vacuum bottles.
- Replacement of current transformers, potential transformers, and control power transformers.
- Clean bus and insulation.
- Adjust torque.
- Replace insulation components.
- Submit a detailed testing report with supporting testing equipment results for each tested unit. Provide pictures of each unit and corresponding nameplates.
- In case of repairs or replacement beyond normal maintenance requirements, contractor shall provide a separate quote and recommendation for approval.

9. POWER TRANSFORMER & LTC INSPECTION, TESTING, MAINTENANCE, AND REPAIR REQUIREMENTS

9.1 The Contractor shall provide all necessary personnel and equipment to perform the appropriate procedures for the inspection, testing, maintenance and repair of protective power transformer and LTC as required.:

- Perform visual inspection.
- Perform thermal imaging (Infrared) inspection.

- Record of all gauge readings and operation counters.
- Tightening of all necessary components and connections.
- Lubrication of all necessary components.
- Cleaning of all necessary components and connections.
- Check condition of desiccant.
- Inspect nitrogen levels and add as necessary.
- Record LTC position and counter reading.
- Test cooling fans, pumps in manual operation.
- Perform oil dielectric test on transformer and LTC.
- Perform oil DGA test on transformer and LTC.
- Perform power factor test.
- Perform TTR test on all LTC taps & DE taps.
- Perform DC winding resistance test on all LTC taps & DE taps.
- Perform core demagnetization.
- Measure leakage reactance/Short circuit impedance.
- Perform power factor tests.
- Perform Tan Delta.
- Perform Sweep Frequency Response Analysis on LTC Neutral.
- Perform exciting current test on all LTC taps & DE taps.
- Perform CT Excitation test.
- Perform test on sudden pressure relay.
- Verify communication to SCADA and correct values are reported.
- Winding and oil gauge replacement if necessary.
- Perform operation of LTC with manual and electronic control.
- Leak repair & complete re-gasketing if necessary.
- LTC control cabinet inspection, cleaning, potential wiring replacement.
- Submit a detailed testing report with supporting testing equipment results for each tested unit. Provide pictures of each unit and corresponding nameplates.
- In case of repairs or replacement beyond normal maintenance requirements, contractor shall provide a separate quote and recommendation for approval.

10. SINGLE-PHASE VOLTAGE REGULATORS INSPECTION, TESTING, MAINTENANCE, AND REPAIR REQUIREMENTS

10.1 The Contractor shall provide all necessary personnel and equipment to perform the appropriate procedures for the inspection, testing, maintenance, and repair of single-phase voltage regulators as required.:

- Perform visual inspection.
- Perform thermal imaging (Infrared) inspection.
- Record of all gauge readings and operation counters.
- Record regulator controls settings.
- Tightening of all necessary components and connections.
- Lubrication of all necessary components.
- Cleaning of all necessary components and connections.
- Perform oil dielectric test.
- Perform oil DGA test.

- Perform TTR test on all taps.
- Perform DC winding resistance test on all taps.
- Perform power factor tests.
- Submit a detailed testing report with supporting testing equipment results for each tested unit. Provide pictures of each unit and corresponding nameplates.
- In case of repairs or replacement beyond normal maintenance requirements, contractor shall provide a separate quote and recommendation for approval.

11. CIRCUIT SWITCHER AND DISCONNECT SWITCH INSPECTION, TESTING, MAINTENANCE & REPAIRS REQUIREMENTS

11.1 The Contractor shall provide all necessary personnel and equipment to perform the appropriate procedures for the inspection, testing, maintenance, and repair of circuit switcher as required:

- Perform visual inspection
- Perform thermal imaging (Infrared) inspection.
- Perform operational test in manual and motor operated mode
- Clean and tighten all necessary terminal connections including ground connections.
- Lubricate all mechanical critical points as necessary
- Lubricate electrical contact surfaces as necessary
- Check the tightness of fasteners on current carrying parts
- Ensure proper switch alignment and adjust as necessary
- (Circuit switcher only) Perform DC resistance measurement across interrupter in open and close positions
- Perform DC resistance values for entire current carrying path.
- Submit a detailed testing report with supporting testing equipment results for each tested unit. Provide pictures of each unit and corresponding nameplates.
- In case of repairs or replacement beyond normal maintenance requirements, contractor shall provide a separate quote and recommendation for approval.

12. RECLOSER INSPECTION, TESTING, MAINTENANCE AND REPAIR REQUIREMENTS

12.1 The Contractor shall provide all necessary personnel and equipment to perform the appropriate procedures for the inspection, testing, maintenance and repair of recloser and control relay as required.

- Perform visual inspection.
- Perform thermal imaging (Infrared) inspection.
- Test relay battery if relay control is outside.
- Tightening of all necessary components and connections.
- Cleaning of all necessary components and connections
- Download stored data and provide information.

- Perform power factor test.
- Perform insulation resistance test.
- Perform relay test if control is outside.
- Perform timing test.
- Perform operational test. Inspect and tighten all wiring to relay and terminal blocks.
- Verify and test all protection schemes with adequate testing tool for digital relays, with minimum timing, trip, and close checks.
- Perform research to determine if there are any service bulletins from relay manufacturer.
- Verify polarity of relay and phasing.
- Upload any relay firmware updates and test to assure it is correctly working.
- Download "As-Left" settings file.
- Submit a detailed testing report with supporting testing equipment results for each tested unit. Provide pictures of each unit and corresponding nameplates.
- In case of repairs or replacement beyond normal maintenance requirements, contractor shall provide a separate quote and recommendation for approval.

13. DC CONTROL CIRCUITRY INSPECTION, TESTING, MAINTENANCE AND REPIAR REQUIREMENTS

13.1 The Contractor shall provide all necessary personnel and equipment to perform the appropriate procedures for the inspection, testing, maintenance, and repair of DC control circuitry as required:

- Verify trip coils operates breaker or other interrupting device
- Verify proper operation of lockout devices and auxiliary relays
- Verify trip circuit paths from the relay to lockout devices and all trip coils
- Tightening of all necessary components and connections.
- Cleaning of all necessary components and connections
- Provide detailed list indicating all paths that have been verified. An acceptable method would be a DC schematic provided by the Member with mark-ups indicating all trip paths that have been successfully tested. Any potions not tested shall be marked accordingly.
- Submit a detailed testing report with supporting testing equipment results for each tested unit. Provide pictures of each unit and corresponding nameplates.
- In case of repairs or replacement beyond normal maintenance requirements, contractor shall provide a separate quote and recommendation for approval.

14. PROTECTION COMMUNICATION SYSTEMS INSPECTION, TESTING, MAINTENANCE AND REPAIR REQUIREMENTS

14.1 The Contractor shall provide all necessary personnel and equipment to perform the appropriate procedures for the inspection, testing, maintenance and repair of protection communication as required:

- Verify that the communications system is functional
- Inspect and clean communication cable connectors if needed.
- Verify that the communications system meets performance
- criteria pertinent to the communications technology applied (e.g. signal level, reflected power, or data error rate
- Submit a detailed testing report with supporting testing equipment results for each tested unit. Provide pictures of each unit and corresponding nameplates.
- In case of repairs or replacement beyond normal maintenance requirements, contractor shall provide a separate quote and recommendation for approval.
- Verify that the communications system meets performance criteria pertinent to the communications technology applied (e.g. signal level, reflected power, or data error rate).

15. INSTRUMENT POTENTIAL TRANSFORMER INSPECTION, TESTING, MAINTENANCE AND REPAIR REQUIREMENTS

15.1 The Contractor shall provide all necessary personnel and equipment to perform the appropriate procedures for the inspection, testing, maintenance, and repair of instrument potential transformer as required:

- Inspect physical condition.
- Perform thermal imaging (Infrared) inspection.
- Verify correct connection of transformers with system requirements.
- Verify that adequate clearances exist between primary and secondary circuit wiring.
- Tightening of all necessary components and connections.
- Cleaning of all necessary components and connections
- Verify all required grounding and shorting connections.
- Verify that current and voltage signal values are provided too the protective relays.
- Perform power factor test.
- Perform insulation resistance test.
- Perform TTR test.
- Inspect fuses and replace if necessary.
- Measure the primary and secondary currents and voltages and calculate the ratio. Ensure that calculated ratio is within expected tolerance. Where the primary voltage or current quantity cannot be measured with a test device, utilize an independent instrument transformer to obtain the primary value.

- Ensure the secondary current and voltage phase angles are within tolerance of expected values.
- Submit a detailed testing report with supporting testing equipment results for each tested unit. Provide pictures of each unit and corresponding nameplates.
- In case of repairs or replacement beyond normal maintenance requirements, contractor shall provide a separate quote and recommendation for approval.

16. CURRENT TRANSFORMER INSPECTION, TESTING, MAINTENANCE AND REPAIR REQUIREMENTS

16.1 The Contractor shall provide all necessary personnel and equipment to perform the appropriate procedures for the inspection, testing, maintenance, and repair of current transformer as required:

- Inject currents at the source of each current transformer verify each device with a clamp-on ammeter to confirm that the current transformer strings are connected in accordance with the prints.
- Perform power factor test.
- Inspect fuses and replace if necessary.
- Tightening of all necessary components and connections.
- Cleaning of all necessary components and connections
- Simulate actual load current and fault current operation of the substation electrical systems by injecting appropriate currents in the CT current. Verify proper operations of relays, meters, and other instruments.
- Measure and record the burden of each connected CT.
- Ensure that current signal reaches all relays and other instruments in accordance to prints.
- Submit a detailed testing report with supporting testing equipment results for each tested unit. Provide pictures of each unit and corresponding nameplates.
- In case of repairs or replacement beyond normal maintenance requirements, contractor shall provide a separate quote and recommendation for approval.

17. POTENTIAL CIRCUIT TESTS

17.1 The Contractor shall provide all necessary personnel and equipment to perform the following test and maintenance as required:

- Pull fuses from CCVT or PT junction boxes and apply proper phase-to-phase and phase-to-ground voltages to the load side of the fuse blocks. Check for proper voltages at all relays, instruments, switches, etc., to verify that the potential circuit is connected in accordance with the prints.
- Measure and record the burden of each potential circuit.

- Ensure that voltage signal reaches all relays and other instruments in accordance to prints.

18. BATTERY INSPECTION, TESTING, MAINTENANCE AND REPAIR CHARGER REQUIREMENTS

18.1 The Contractor shall provide all necessary personnel and equipment to perform the appropriate procedures for the inspection, testing, maintenance and repair of battery inspection as required.

- Perform visual inspection on battery bank and charger
- Inspect condition of battery rack
- Verify electrolyte level and top off as necessary
- Verify charger AC current and voltage
- Test DC voltage
- Check charger output current and voltage
- Measure float current
- Check for unintentional grounds
- Check for evidence of corrosion on terminals
- Verify the annunciator and alarm circuit.
- Check all terminal connection torque and adjust as necessary
- Measure pilot cell voltage, specific gravity and electrolyte temperature
- Measure intercell/intracell resistance tests (after checking torque)
- Measure individual cell voltage
- Replace the charger filter capacitor per manufacturer recommendation
- Submit a detailed testing report with supporting testing equipment results for each tested unit. Provide pictures of each unit and corresponding nameplates.
- In case of repairs or replacement beyond normal maintenance requirements, contractor shall provide a separate quote and recommendation for approval.

18.2 When FMPA Participating Member(s) requests a capacity test, the Contractor and Member will agree which party will be responsible for providing a temporary DC supply. Capacity tests shall conform with applicable IEEE standard.

19. ANNUNCIATOR INSPECTION, TESTING, MAINTENANCE AND REPAIR REQUIREMENTS

19.1 The Contractor shall provide all necessary personnel and equipment to perform the appropriate procedures for the inspection, testing, maintenance and repair of annunciator as required.

- Check each annunciators input by closing or opening the trouble contact.
- Check all annunciator lamps, alarm, cutoff and reset operation.
- Verify operation of all auxiliary repeater contacts.
- Submit a detailed testing report with supporting testing equipment results for each tested unit. Provide pictures of each unit and corresponding nameplates.

- In case of repairs or replacement beyond normal maintenance requirements, contractor shall provide a separate quote and recommendation for approval.

20. SCADA EQUIPMENT

20.1 The Contractor shall provide all necessary personnel and equipment to perform testing as required.

- Visually inspect all equipment for damage and proper connection.
- Test SCADA communication over all communication systems.
- The SCADA system shall be functionally checked from Master Station to Remote Terminal Units to end device. All control, indication, alarm, and analog points shall be tested by initiating alarm contacts, trips and close commands and verifying analog inputs from transducers and other devices. All analog inputs shall be checked at 0, 25, 50, 75, and 100 percent of scale.
- Perform all manufacturer's recommended functional and operational tests to assure correctness of operation and equipment.
- Add any additional mapping point as requested by owner.
- Submit a detailed testing report with supporting testing equipment results for each tested unit. Provide pictures of each unit and corresponding nameplates.

21. MINERAL OIL SERVICES

21.1 The Contractor shall provide all necessary personnel and equipment to perform the following maintenance as required:

- Perform lab analysis in accordance with applicable IEEE standard.
- Filter oil to remove acids, dirt, dissolved gases, moisture and restore oil back to optimal performance specification.
- Add oil to bring level back to recommended level.
- Submit a detailed testing report with supporting testing equipment results for each tested unit. Provide pictures of each unit and corresponding nameplates.

22. INSTALLATION AND REPLACEMENT OF EQUIPMENT

22.1 The Contractor shall provide all necessary personnel and equipment to perform the following work as required:

- Like-for-like replacement of any equipment covered in this specification.
- Installation of new equipment specified by FMPA Member where engineering drawings are provided by FMPA Member or are otherwise not required. Equipment may include items such as lightning arrestors, insulators, manual disconnects, wiring, power transformer, LTC, fence,

trenches, ground grid wire, current transformers, potential transformers, reclosers, single-phase Voltage, regulators circuit switchers, metal clad switchgear/breaker, circuit breakers, lightning rods, surge arrestors, relays, relay control enclosures, conduit, lighting fixtures, relay panels, electric panels, HVAC unit, fiber cable, connectors, fuses, risers, batteries, battery charger, concrete pad, bus-bar, capacitor banks, wave traps, CCVTs.

- Submit a detailed testing report with supporting testing equipment results for each tested unit. Provide pictures of each unit and corresponding nameplates.

23. LIVE LINE INSULATOR WASHING

23.1 The Contractor shall provide all necessary personnel and equipment to perform the following work as required:

- Wash insulators on energized equipment at voltages up to 138kV utilizing demineralized water
- Water shall be provided by the Contractor

24. GROUND GRID INSPECTION, TESTING, MAINTENANCE AND REPAIR REQUIREMENTS

24.1 The Contractor shall provide all necessary personnel and equipment to perform the appropriate procedures for the inspection, testing and repair of ground grids.

- Perform visual inspection
- Test with energized or de-energized substation sites.
- Perform ground grid test per the most current IEEE-81 standard.
- For de-energized substations use fall-of-potential 3- or 4-point method.
- Soil resistivity test.
- Point-to-point continuity test.
- Test all equipment, structures, and fence ground leads.
- Step and touch potential test and calculation.
- System impedance test and calculation.
- Submit a detailed testing report with supporting testing equipment results for each tested unit. Provide pictures of each unit and corresponding nameplates.
- In case of repairs or replacement beyond normal maintenance requirements, contractor shall provide a separate quote and recommendation for approval.

25. SAFETY AND PRECAUTIONS

25.1 Safety practices shall include, but are not limited to, the following requirements:

25.1.1 All applicable provisions of the Occupational Safety and Health Act, particularly OSHA 29 CFR 1910.

25.1.2 Accident Prevention Manual for Industrial Operations, National Safety Council.

25.1.3 Applicable state and local safety operating procedures.

25.1.4 Owner's safety practices.

25.1.5 ANSI/NFPA 70E, Standard for Electrical Safety Requirements for Employee Workplaces.

25.1.6 Most current IEEE-C2 NESC

25.2 A safety lead person shall be identified prior to commencement of work.

25.3 A safety briefing shall be conducted prior to the commencement of work.

25.4 Tests shall be performed with the apparatus de-energized and grounded except where otherwise specifically required to be ungrounded or energized for certain tests.

26 TEST EQUIPMENT

26.1 The testing organization shall have a calibration program, which assures that all applicable test instruments are maintained within rated accuracy for each test instrument calibrated.

26.2 The firm providing calibration service shall maintain current instrument calibration instructions and procedures for each test instrument calibrated.

26.3 The accuracy shall be directly traceable to the National Institute of Standards and Technology (NIST)

26.4 Dated calibration labels shall be visible on all test equipment.

26.5 Records, which show date and results of instruments calibrated or tested, must be kept current.

26.6 Calibrating standard shall be of higher accuracy than that of the instrument tested.

27 ADDITIONAL EQUIPMENT

If heavy equipment or additional items (not accounted for in Contractor's bid pricing) are required to perform the scope of work, the cost of such items or equipment will require Participating Member(s) approval.

28 SUBMITTAL OF REPORTS

28.1 The report shall include the following:

- 28.1.1 A summary of the project including the equipment involved and testing performed, location, and any pertinent conditions.
- 28.1.2 All relevant test data. Where applicable, each value shall be labeled with a "pass" to indicate where values are acceptable or within tolerance, or "fail" to indicate otherwise.
- 28.1.3 A summary listing of problems or marginal conditions discovered, whether these items were corrected or still existed at completion of testing, and how corrected or recommendations for corrections (as applicable). Include comments or recommendations regarding any applicable concerns.
- 28.1.4 Document all "as found" and "as left" settings and adjustments.

28.2 The final report shall be completed and submitted to the substation or generating facility owner no later than fifteen working days after completion of the project, unless otherwise directed by the owner.

28.3 The final report shall be submitted both in hard copy and an electronic version.

29 BID SUBMISSION REQUIREMENTS

29.1 In addition to the bid forms and required forms (BF-1, DF-1, and AOC-1 – AOC-7 as applicable), bidders must also submit:

- 29.1.1 A list of references with emphasis on work for electric utilities in the state of Florida. Please provide contact information for these references.
- 29.1.2 General description of test equipment to be used, including manufacturer and model number.
- 29.1.3 Resumes or qualifications of key personnel who will be performing tests, inspections, repairs and installations. This will include the documentation referred to in Section 1.3.4 indicating compliance with NETA and/or manufacturer's standards and licenses and certifications.

- 29.1.4 Identification and qualification of subcontractors. Bidder shall provide information similar to that above concerning subcontractor's equipment, personnel, and qualifications. If, after award of the bid, the successful bidder(s) desire to utilize a subcontractor other than listed in the bid, the bidder must obtain approval of the subcontractor from the FMPA Member(s).
- 29.1.5 Support requirements for on-site testing repairs.
- 29.1.6 Proof of Insurance coverage *(See Section 34 on Pg. TC-10).*
- 29.2 The Bid Form contains the following cost items:
 - 29.2.1 Mileage rate and estimated distance to each participating city
 - 29.2.2 Travel rate and estimated travel hours to each participating city
 - 29.2.3 Cancellation charges
 - 29.2.4 Breakdown/setup costs
 - 29.2.5 Per diem rate for overnight stay
 - 29.2.6 Material mark-up rate
 - 29.2.7 Storm/Emergency related response rates
 - 29.2.8 Hourly costs (straight time/overtime/premium) for technicians, electricians, and supervisors
 - 29.2.9 Additional charges, if applicable

**PROPOSAL TO FURNISH AND DELIVER
SUBSTATION AND GENERATING STATION MAINTENANCE SERVICE
FOR THE FLORIDA MUNICIPAL POWER AGENCY
JOINT PURCHASE PROJECT**

I have carefully examined the Invitation to Bid, Terms and Conditions, Technical Specifications, Bid Forms, and any other documents accompanying or made a part of this Invitation. With full knowledge and understanding of the aforesaid, I agree to abide by all conditions of this bid.

I hereby propose to furnish the materials/services specified in the Invitation at the prices quoted in my bid as indicated in the appropriate spaces on this and the attached sheet BF-2 and BF-7.

I certify that I am duly authorized to submit this bid on behalf of the vendor and that the vendor is ready, willing and able to perform if awarded the bid.

Prompt Payment Discount ____% for payment made within ____ days of delivery.

I agree to deliver to the designated place within each zone as appropriate as indicated in my submittal on Bid Form BF-2 and BF-7.

Prices quoted shall remain firm and irrevocable for a period of 365 days.

ADDENDA. The undersigned bidder acknowledges receipt of the following addenda, which have been considered in preparing this proposal (if applicable).

Number _____ Dated _____

Number _____ Dated _____

Respectfully submitted:

Company Name: _____

Signature: _____

(Authorized Representative)

(Type or Print Name of Signer)

Address: _____

E-Mail Address: _____

Telephone Number: _____

Toll Free Number: _____

Date: _____

FLORIDA MUNICIPAL POWER AGENCY
Substation and Generating Station Maintenance Services - Bid Form

Travel Cost Breakdown:	Charge (\$)																																				
Mileage rate (\$ per mile)		Below, please indicate the total travel cost per crew, including mileage and man-hours, from your facility to each individual city. <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td rowspan="2" style="text-align: center; vertical-align: middle;">ZONE 1</td> <td>Beaches Energy Services</td> <td>City of Green Cove Springs</td> <td>City of Starke</td> <td>City of Mt. Dora</td> <td>New Smyrna Beach Utilities</td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td rowspan="2" style="text-align: center; vertical-align: middle;">ZONE 2</td> <td>City of Bartow</td> <td>City of Wauchula</td> <td colspan="3" rowspan="5" style="background-color: #cccccc;"></td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td rowspan="2" style="text-align: center; vertical-align: middle;">ZONE 3</td> <td>City of Clewiston</td> <td>City of Homestead</td> <td>Ft. Pierce Utilities Authority</td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td rowspan="2" style="text-align: center; vertical-align: middle;">ZONE 4</td> <td>Keys Energy Services</td> <td colspan="3" rowspan="5" style="background-color: #cccccc;"></td> </tr> <tr> <td> </td> </tr> <tr> <td rowspan="2" style="text-align: center; vertical-align: middle;">ZONE 5</td> <td>Town of Havana</td> </tr> <tr> <td> </td> </tr> </table>	ZONE 1	Beaches Energy Services	City of Green Cove Springs	City of Starke	City of Mt. Dora	New Smyrna Beach Utilities						ZONE 2	City of Bartow	City of Wauchula						ZONE 3	City of Clewiston	City of Homestead	Ft. Pierce Utilities Authority				ZONE 4	Keys Energy Services					ZONE 5	Town of Havana	
ZONE 1	Beaches Energy Services			City of Green Cove Springs	City of Starke	City of Mt. Dora	New Smyrna Beach Utilities																														
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ZONE 4	Keys Energy Services																																				
ZONE 5	Town of Havana																																				
Travel Rate (\$ per hour per man)																																					
* NOTE: Please refer to the "FMPA Members by Zones" map for locations of zones and the cities therein. In reference to Section 3, of the terms and conditions, Please indicate below if you are unable to provide service in a particular zone by printing the number (s) below. _____																																					
Miscellaneous Charges:	Charge (\$)																																				
Charge if work is cancelled prior to mobilization		Comments:																																			

FLORIDA MUNICIPAL POWER AGENCY
Substation and Generating Station Maintenance Services - Bid Form

Hourly Charges:	Charge (\$)		Comments:
Hourly Cost (Straight Time) for Technician			
Overtime Hourly Cost for Technician			
Premium Hourly Cost for Technician			
Hourly Cost (Straight Time) for Technician Supervisor			
Hourly Charges:			
Hourly Cost (Straight Time) for Electrician			
Overtime Hourly Cost for Electrician			
Premium Hourly Cost for Electrician			
Hourly Cost (Straight Time) for Electrician Supervisor			

FLORIDA MUNICIPAL POWER AGENCY
Substation and Generating Station Maintenance Services - Bid Form

NOTE: Bidders are not required to bid on all areas listed in these specification areas on the follow pages.

Check the box for the services your company is proficient in providing beyond general substation maintenance	✓	List 2 references for companies which you've provided this service.
General Substation Site Inspection (Section 2)	✓	
Circuit Breaker Inspection, Testing, and Maintenance (Section 3)		
Circuit Breaker Repair and Reconditioning (Section 4)		
Relay Inspection, Testing, Maintenance, & Repair (Section 5)		
Capacitor Bank Inspection, Testing, Maintenance, & Repair (Section 6)		
Meter Inspection & Testing (Section 7)		
Metal Clad Breaker Repair and Reconditioning (Section 8)		

FLORIDA MUNICIPAL POWER AGENCY
Substation and Generating Station Maintenance Services - Bid Form

Check the box for the services your company is proficient in providing beyond general substation maintenance		List 2 references for companies which you've provided this service.
✓		
Power Transformer & LTC Inspection, Testing, Maintenance, and Repair (Section 9)		
Single Phase Voltage Regulators Inspection, Testing, Maintenance, and Repair (Section 10)		
Circuit Switcher and Disconnect Switch Inspection, Testing, Maintenance, and Repair (Section 11)		
Recloser Inspection, Testing, Maintenance, and Repair (Section 12)		
DC Control Circuitry Inspection, Testing, Maintenance, and Repair (Section 13)		
Protection Communication Systems Inspection, Testing, Maintenance, and Repair (Section 14)		

FLORIDA MUNICIPAL POWER AGENCY
Substation and Generating Station Maintenance Services - Bid Form

Check the box for the services your company is proficient in providing beyond general substation maintenance		List 2 references for companies which you've provided this service.
Instrument Potential Transformer Inspection, Testing, Maintenance, and Repair (Section 15)	✓	
Current Transformer Inspection, Testing, Maintenance, and Repair (Section 16)		
Potential Circuit Tests (Section 17)		
Battery Inspection, Testing, Maintenance, and Repair Charger (Section 18)		
Annunciator Inspection, Testing, Maintenance, and Repair (Section 19)		
SCADA Equipment (Section 20)		
Mineral Oil Services (Section 21)		

FLORIDA MUNICIPAL POWER AGENCY
Substation and Generating Station Maintenance Services - Bid Form

Check the box for the services your company is proficient in providing beyond general substation maintenance ✓		List 2 references for companies which you've provided this service.	
Installation and Replacement of Equipment (Section 22)			
Live Line Insulator Washing (Section 23)			
Ground Grid Inspection, Testing, Maintenance, and Repair (Section 24)			

Some Participating Members may desire additional work listed below and would like pricing. This work may be performed by subcontractors.
 Bidders are not required to bid this work.

Miscellaneous - Additional Work:	Charge (\$)		Comments:
Fencing			
Trenching			
Control Building repairs			
Wiring			

DRUG-FREE WORKPLACE COMPLIANCE FORM

IDENTICAL TIE BIDS

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

The undersigned vendor in accordance with Florida Statue 287.087 hereby certifies that
_____ does:

(Name of business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Subsection 1.
4. In the statement specified in Subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, 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 1893 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.

Vendor's Signature

Date

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

STATEMENT OF NO BID

General Manager
Florida Municipal Power Agency
Joint Purchase Project
8553 Commodity Circle
Orlando, FL 32819

Reference FMPA ITB # 2022-034

We, the undersigned, have declined to bid on your Invitation to Bid Number 2022-034, October 2022, Florida Municipal Power Agency Joint Purchase Project Bid for Annual Requirement for the Provision of Substation and Generating Station Maintenance for the following reasons:

- ☐ We do not offer this service/product.
- ☐ Our schedule would not permit us to perform.
- ☐ Unable to meet specifications.
- ☐ Unable to meet bond requirements.
- ☐ Other

We understand that if the Statement of No Bid letter is not executed and returned, our name may be deleted from the list of qualified bidders of the Florida Municipal Power Agency Joint Purchase Project.

Company Name: _____

By: _____
(Authorized Person's Signature)

(Print or type name and title of signer)

Company Address: _____

Telephone Number: _____

Toll Free Number: _____

Fax Number: _____

Date: _____

AFFIDAVIT OF COMPLIANCE
FMPA ITB # 2022-034

_____ We DO NOT take exception to the Bid Specifications.

_____ We TAKE exception to the Bid Specifications as follows:

Company Name: _____

By: _____
(Authorized Person's Signature)

(Print or type name and title of signer)

Company Address: _____

Telephone Number: _____

Toll Free Number: _____

Fax Number: _____

Date: _____

Minority Business Status: Yes ☐ No ☐ If yes, please indicate type and certificate # below

Anti-Lobbying Declaration
Certification for Contracts, Grants, Loans and Cooperative Agreements
APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor/bidder] certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor/Bidder, _____ certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

Compliance Declaration

Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding \$100,000)

Regarding Sections 61 through 72 of this Invitation to Bid, the undersigned [Contractor/Bidder] certifies to the best of his or her knowledge, agrees, complies with the following FEMA requirements.

FEMA Reimbursement

Remedies

Equal Employment Opportunity

Contract Hours and Safety Standards Act

Clean Air Act

Federal Water Pollution Control Act

Access to Records

Suspension and Debarment

Byrd Anti-Lobbying Amendment

Procurement of Recovered Materials

DHS Seal, Logo, and Flags

Domestic Preference

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

DECLARATIONS AND SIGNATURES

The undersigned hereby declares that only the persons or firms interested in this Proposal as principal or principals are named herein, and that no other persons or firms than herein mentioned have any interest in this Proposal or in the contract to be entered into; that this Proposal is made without connection with any other person, company, or parties likewise submitting a proposal or proposal; and that it is in all respects for and in good faith, without collusion or fraud.

Dated at _____ this _____ day of _____, 20____.

Proposer _____

By _____
Signature

Printed or Typed Name

Title _____

Complete Business Address of Proposer: _____

State of Incorporation

Complete Address of Principal Office

Name, Address, and Telephone Number of Person to Contact Regarding this Proposal. Include Both Mail and Street Addresses:

Telephone (____) _____

Fax (____) _____

E-Mail _____

**SWORN STATEMENT UNDER SECTION 287.133(3) (a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

(To be signed in the presence of a notary public or other officer authorized to administer oaths.)

STATE OF _____

COUNTY OF _____

Before me, the undersigned authority, personally appeared _____, who, being by me first duly sworn, made the following statement:

1. The business name and address of _____
[name of bidder or contractor]

is _____.

2. My relationship to _____
[name of bidder or contractor]

is _____

[relationship such as sole proprietor, partner, president, vice president].

3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes 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 in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

4. I understand that "convicted" or "conviction" is defined by the statute to mean 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.

5. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) 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, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

6. Neither the bidder or contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the bidder or affiliate of the bidder or contractor nor any affiliate of the bidder or contractor has been convicted of a public entity crime subsequent to July 1, 1989.

[Draw a line through paragraph 6 if paragraph 7 below applies.]

7. There has been a conviction of a public entity crime by the bidder or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the bidder or contractor who is active in the management of the bidder or contractor or an affiliate of the bidder or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is

_____. A copy of the order of the Division of Administrative Hearings is attached to this statement.

[Draw a line through paragraph 7 if paragraph 6 above applies.]

Sworn to and subscribed before me in the state and county first mentioned

above on the ____ day of _____, 20__.

Notary Public

(Affix Seal)

My Commission Expires

Type or Printed Name

DISPUTE DISCLOSURE

Answer the following questions by placing an "X" in the appropriate "YES" or "NO" box. If you answer "YES", please explain in the space provided, or via attachment.

Has your firm, or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulation or any other regulatory agency or professional association within the last five (5) years?

YES ☐ NO ☐

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES ☐ NO ☐

Has your firm had filed against it or filed any requests for equitable adjustment, contract claims or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES ☐ NO ☐

If yes, state the nature of the request for equitable adjustment, contract claim or litigation, a brief description of the case, the outcome or status of suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this project:

Project: FMPA ITB# 2022-034

Firm

Date

Authorized Signature

Officer Title

Printed or Typed Name



Thanks for your interest in serving our Members.

FMPA
Provision of Substation and Generating Station Maintenance Services
SUMMARY FOR BEACHES ENERGY SERVICES

For evaluation purposes, crew size is assumed to be a 2-man crew.

ABB, Inc.

Travel Cost to your city	Set Up/Breakdown Costs	Straight Time - Hourly Rate for Technician	Straight Time - Hourly Rate for Electrician	Total Cost per 8-hr day for Technician	Total Cost per 8-hr day for Electrician	Total Cost per 8-hr day for Technician & Electrician
\$925.00	\$0.00	\$231.25	\$231.25	\$2,775.00	\$2,775.00	\$5,550.00
Travel Cost to your city	Set Up/Breakdown Costs	per diem Overnight Rate for Technician	per diem Overnight Rate for Electrician	Total Cost of 8-hr day + Overnight stay for Technician	Total Cost of 8-hr day + Overnight stay for Electrician	
\$925.00	\$0.00	\$200.00	\$200.00	\$2,975.00	\$2,975.00	

Electric Power Systems

Travel Cost to your city	Set Up/Breakdown Costs	Straight Time - Hourly Rate for Technician	Straight Time - Hourly Rate for Electrician	Total Cost per 8-hr day for Technician	Total Cost per 8-hr day for Electrician	Total Cost per 8-hr day for Technician & Electrician
\$504.00	T&M rates	\$145.00	\$126.00	\$1,664.00	\$1,512.00	\$3,176.00
Travel Cost to your city	Set Up/Breakdown Costs	per diem Overnight Rate for Technician	per diem Overnight Rate for Electrician	Total Cost of 8-hr day + Overnight stay for Technician	Total Cost of 8-hr day + Overnight stay for Electrician	
\$504.00	T&M rates	\$96.00	\$96.00	\$1,760.00	\$1,608.00	

Electrical Engineering Enterprise

Travel Cost to your city	Set Up/Breakdown Costs	Straight Time - Hourly Rate for Technician	Straight Time - Hourly Rate for Electrician	Total Cost per 8-hr day for Technician	Total Cost per 8-hr day for Electrician	Total Cost per 8-hr day for Technician & Electrician
\$1,995.00	\$250.00	\$125.00	\$115.00	\$2,995.00	\$2,915.00	\$5,910.00
Travel Cost to your city	Set Up/Breakdown Costs	per diem Overnight Rate for Technician	per diem Overnight Rate for Electrician	Total Cost of 8-hr day + Overnight stay for Technician	Total Cost of 8-hr day + Overnight stay for Electrician	
\$1,995.00	\$250.00	\$300.00	\$300.00	\$3,295.00	\$3,215.00	

FMPA
Provision of Substation and Generating Station Maintenance Services
SUMMARY FOR BEACHES ENERGY SERVICES

For evaluation purposes, crew size is assumed to be a 2-man crew.

Flo Power

Travel Cost to your city	Set Up/Breakdown Costs	Straight Time - Hourly Rate for Technician	Straight Time - Hourly Rate for Electrician	Total Cost per 8-hr day for Technician	Total Cost per 8-hr day for Electrician	Total Cost per 8-hr day for Technician & Electrician
\$264.00	\$332.00	\$378.00	\$90.00	\$3,288.00	\$984.00	\$4,272.00
Travel Cost to your city	Set Up/Breakdown Costs	per diem Overnight Rate for Technician	per diem Overnight Rate for Electrician	Total Cost of 8-hr day + Overnight stay for Technician	Total Cost of 8-hr day + Overnight stay for Electrician	
\$264.00	\$332.00	\$200.00	\$200.00	\$3,488.00	\$1,184.00	

Hitachi Energy

Travel Cost to your city	Set Up/Breakdown Costs	Straight Time - Hourly Rate for Technician	Straight Time - Hourly Rate for Electrician	Total Cost per 8-hr day for Technician	Total Cost per 8-hr day for Electrician	Total Cost per 8-hr day for Technician & Electrician
\$7,868.00	\$540.00	\$270.00	\$270.00	\$10,568.00	\$10,568.00	\$21,136.00
Travel Cost to your city	Set Up/Breakdown Costs	per diem Overnight Rate for Technician	per diem Overnight Rate for Electrician	Total Cost of 8-hr day + Overnight stay for Technician	Total Cost of 8-hr day + Overnight stay for Electrician	
\$7,868.00	\$540.00	\$700.00	\$700.00	\$11,268.00	\$11,268.00	

MP Predictive Technologies

Travel Cost to your city	Set Up/Breakdown Costs	Straight Time - Hourly Rate for Technician	Straight Time - Hourly Rate for Electrician	Total Cost per 8-hr day for Technician	Total Cost per 8-hr day for Electrician	Total Cost per 8-hr day for Technician & Electrician
\$742.00	\$0.00	\$150.00	\$110.00	\$1,942.00	\$1,622.00	\$3,564.00
Travel Cost to your city	Set Up/Breakdown Costs	per diem Overnight Rate for Technician	per diem Overnight Rate for Electrician	Total Cost of 8-hr day + Overnight stay for Technician	Total Cost of 8-hr day + Overnight stay for Electrician	
\$742.00	\$0.00	\$270.00	\$270.00	\$2,212.00	\$1,892.00	

FMPA
Provision of Substation and Generating Station Maintenance Services
SUMMARY FOR BEACHES ENERGY SERVICES

For evaluation purposes, crew size is assumed to be a 2-man crew.

NASS

Travel Cost to your city	Set Up/Breakdown Costs	Straight Time - Hourly Rate for Technician	Straight Time - Hourly Rate for Electrician	Total Cost per 8-hr day for Technician	Total Cost per 8-hr day for Electrician	Total Cost per 8-hr day for Technician & Electrician
\$504.00	Time & Materials	\$138.00	\$138.00	\$1,608.00	\$1,608.00	\$3,216.00
Travel Cost to your city	Set Up/Breakdown Costs	per diem Overnight Rate for Technician	per diem Overnight Rate for Electrician	Total Cost of 8-hr day + Overnight stay for Technician	Total Cost of 8-hr day + Overnight stay for Electrician	
\$504.00	Time & Materials	\$220.00	\$220.00	\$1,828.00	\$1,828.00	

Patterson & Dewar

Travel Cost to your city	Set Up/Breakdown Costs	Straight Time - Hourly Rate for Technician	Straight Time - Hourly Rate for Electrician	Total Cost per 8-hr day for Technician	Total Cost per 8-hr day for Electrician	Total Cost per 8-hr day for Technician & Electrician
\$2,153.00	Time & Materials	\$225.00	\$225.00	\$3,953.00	\$3,953.00	\$7,906.00
Travel Cost to your city	Set Up/Breakdown Costs	per diem Overnight Rate for Technician	per diem Overnight Rate for Electrician	Total Cost of 8-hr day + Overnight stay for Technician	Total Cost of 8-hr day + Overnight stay for Electrician	
\$2,153.00	Time & Materials	\$250.00	\$250.00	\$4,203.00	\$4,203.00	

Premier Power Maintenance

Travel Cost to your city	Set Up/Breakdown Costs	Straight Time - Hourly Rate for Technician	Straight Time - Hourly Rate for Electrician	Total Cost per 8-hr day for Technician	Total Cost per 8-hr day for Electrician	Total Cost per 8-hr day for Technician & Electrician
\$3,001.80	Time & Materials	\$136.80	\$125.60	\$4,096.20	\$4,006.60	\$8,102.80
Travel Cost to your city	Set Up/Breakdown Costs	per diem Overnight Rate for Technician	per diem Overnight Rate for Electrician	Total Cost of 8-hr day + Overnight stay for Technician	Total Cost of 8-hr day + Overnight stay for Electrician	
\$3,001.80	Time & Materials	\$96.00	\$96.00	\$4,192.20	\$4,102.60	

FMPA
Provision of Substation and Generating Station Maintenance Services
SUMMARY FOR BEACHES ENERGY SERVICES

For evaluation purposes, crew size is assumed to be a 2-man crew.

Southern Switch & Contacts

Travel Cost to your city	Set Up/Breakdown Costs	Straight Time - Hourly Rate for Technician	Straight Time - Hourly Rate for Electrician	Total Cost per 8-hr day for Technician	Total Cost per 8-hr day for Electrician	Total Cost per 8-hr day for Technician & Electrician
\$940.00	\$0.00	\$60.00	\$70.00	\$1,420.00	\$1,500.00	\$2,920.00
Travel Cost to your city	Set Up/Breakdown Costs	per diem Overnight Rate for Technician	per diem Overnight Rate for Electrician	Total Cost of 8-hr day + Overnight stay for Technician	Total Cost of 8-hr day + Overnight stay for Electrician	
\$940.00	\$0.00	\$155.00	\$155.00	\$1,575.00	\$1,655.00	

TAW Technical Field Services

Travel Cost to your city	Set Up/Breakdown Costs	Straight Time - Hourly Rate for Technician	Straight Time - Hourly Rate for Electrician	Total Cost per 8-hr day for Technician	Total Cost per 8-hr day for Electrician	Total Cost per 8-hr day for Technician & Electrician
\$662.50	N/A	\$135.00	\$135.00	\$1,742.50	\$1,742.50	\$3,485.00
Travel Cost to your city	Set Up/Breakdown Costs	per diem Overnight Rate for Technician	per diem Overnight Rate for Electrician	Total Cost of 8-hr day + Overnight stay for Technician	Total Cost of 8-hr day + Overnight stay for Electrician	
\$662.50	N/A	\$225.00	\$225.00	\$1,967.50	\$1,967.50	

Utility Engineering

Travel Cost to your city	Set Up/Breakdown Costs	Straight Time - Hourly Rate for Technician	Straight Time - Hourly Rate for Electrician	Total Cost per 8-hr day for Technician	Total Cost per 8-hr day for Electrician	Total Cost per 8-hr day for Technician & Electrician
\$2,200.00	\$200.00	\$120.00	\$120.00	\$3,360.00	\$3,360.00	\$6,720.00
Travel Cost to your city	Set Up/Breakdown Costs	per diem Overnight Rate for Technician	per diem Overnight Rate for Electrician	Total Cost of 8-hr day + Overnight stay for Technician	Total Cost of 8-hr day + Overnight stay for Electrician	
\$2,200.00	\$200.00	\$180.00	\$180.00	\$3,540.00	\$3,540.00	

Low Bidder Name: Southern Switch & Contacts

FMPA
Provision of Substation and Generating Station Maintenance Services
DETAILED ANALYSIS FOR BEACHES ENERGY SERVICES

ABB, Inc.

Mileage Rate (\$ per mile)	Travel Rate (\$ per hour per man)	Charge if work is cancelled prior to mobilization	Charge if work is cancelled after mobilization	Breakdown & Set-up Costs	Per diem overnight rate	Storm/Emergency-related response	Mark-up for Materials	Additional misc. costs
\$0.00	\$231.25	See Exceptions page	See Exceptions page	\$231.25	\$200.00	140% of rate	cost + 35%	n/a
Technician Hourly rate	Technician - Overtime Hourly Cost	Technician - Premium Overtime Hourly Cost	Technician hourly Storm/Emergency -related response	Electrician Hourly rate	Electrician - Overtime Hourly Cost	Electrician - Premium Overtime Hourly Cost	Electrician Hourly Storm Emergency related response	
\$231.25	\$346.87	\$462.50	140% of rate	\$231.25	\$346.87	\$462.50	140% of rate	

Electric Power Systems

Mileage Rate (\$ per mile)	Travel Rate (\$ per hour per man)	Charge if work is cancelled prior to mobilization	Charge if work is cancelled after mobilization	Breakdown & Set-up Costs	Per diem overnight rate	Storm/Emergency-related response	Mark-up for Materials	Additional misc. costs
\$0.00	\$126.00	\$0.00	T&M	T&M	per GSA	Overtime rates	10%	n/a
Technician Hourly rate	Technician - Overtime Hourly Cost	Technician - Premium Overtime Hourly Cost	Technician hourly Storm/Emergency -related response	Electrician Hourly rate	Electrician - Overtime Hourly Cost	Electrician - Premium Overtime Hourly Cost	Electrician Hourly Storm Emergency related response	
\$145.00	\$196.00	\$196.00	\$196.00	\$126.00	\$166.00	\$166.00	\$166.00	

Electrical Engineering Enterprise

Mileage Rate (\$ per mile)	Travel Rate (\$ per hour per man)	Charge if work is cancelled prior to mobilization	Charge if work is cancelled after mobilization	Breakdown & Set-up Costs	Per diem overnight rate	Storm/Emergency-related response	Mark-up for Materials	Additional misc. costs
\$0.50	\$95.00	\$750.00	\$1,500.00	\$250.00	\$300.00	\$250.00	15%	n/a
Technician Hourly rate	Technician - Overtime Hourly Cost	Technician - Premium Overtime Hourly Cost	Technician hourly Storm/Emergency -related response	Electrician Hourly rate	Electrician - Overtime Hourly Cost	Electrician - Premium Overtime Hourly Cost	Electrician Hourly Storm Emergency related response	
\$125.00	\$187.50	\$250.00	\$250.00	\$115.00	\$172.50	\$230.00	\$230.00	

FMPA
Provision of Substation and Generating Station Maintenance Services
DETAILED ANALYSIS FOR BEACHES ENERGY SERVICES

Flo Power

Mileage Rate (\$ per mile)	Travel Rate (\$ per hour per man)	Charge if work is cancelled prior to mobilization	Charge if work is cancelled after mobilization	Breakdown & Set-up Costs	Per diem overnight rate	Storm/Emergency-related response	Mark-up for Materials	Additional misc. costs
\$0.77	\$53.82	\$0.00	\$1,294.00	\$332.00	\$200.00	hourly rate + \$100 + fleet and tools	16%	\$100.00
Technician Hourly rate	Technician - Overtime Hourly Cost	Technician - Premium Overtime Hourly Cost	Technician hourly Storm/Emergency -related response	Electrician Hourly rate	Electrician - Overtime Hourly Cost	Electrician - Premium Overtime Hourly Cost	Electrician Hourly Storm Emergency related response	
\$378.00	\$463.00	\$502.00	hourly rate + \$100 + fleet and tools	\$90.00	\$120.00	\$133.00	hourly rate + \$100 + fleet and tools	

Hitachi Energy

Mileage Rate (\$ per mile)	Travel Rate (\$ per hour per man)	Charge if work is cancelled prior to mobilization	Charge if work is cancelled after mobilization	Breakdown & Set-up Costs	Per diem overnight rate	Storm/Emergency-related response	Mark-up for Materials	Additional misc. costs
\$0.75	\$270.00	\$2,500.00	\$16,110.00	\$540.00	\$700.00	\$405/hr	25%	\$2,500.00
Technician Hourly rate	Technician - Overtime Hourly Cost	Technician - Premium Overtime Hourly Cost	Technician hourly Storm/Emergency -related response	Electrician Hourly rate	Electrician - Overtime Hourly Cost	Electrician - Premium Overtime Hourly Cost	Electrician Hourly Storm Emergency related response	
\$270.00	\$405.00	\$540.00	\$405/hr	\$270.00	\$405.00	\$540.00	\$405/hr	

MP Predictive Technologies

Mileage Rate (\$ per mile)	Travel Rate (\$ per hour per man)	Charge if work is cancelled prior to mobilization	Charge if work is cancelled after mobilization	Breakdown & Set-up Costs	Per diem overnight rate	Storm/Emergency-related response	Mark-up for Materials	Additional misc. costs
\$0.55	\$120/hr	\$0.00	\$2,000.00	\$0.00	\$270/day, per man	\$225/hr	16.5%	\$500.00
Technician Hourly rate	Technician - Overtime Hourly Cost	Technician - Premium Overtime Hourly Cost	Technician hourly Storm/Emergency -related response	Electrician Hourly rate	Electrician - Overtime Hourly Cost	Electrician - Premium Overtime Hourly Cost	Electrician Hourly Storm Emergency related response	
\$150.00	\$225.00	\$300.00	\$225/hr	\$110.00	\$165.00	\$220.00	\$225/hr	

FMPA
Provision of Substation and Generating Station Maintenance Services
DETAILED ANALYSIS FOR BEACHES ENERGY SERVICES

NASS

Mileage Rate (\$ per mile)	Travel Rate (\$ per hour per man)	Charge if work is cancelled prior to mobilization	Charge if work is cancelled after mobilization	Breakdown & Set-up Costs	Per diem overnight rate	Storm/Emergency-related response	Mark-up for Materials	Additional misc. costs
\$0.00	\$126.00	\$0.00	Time & Materials	Time & Materials	\$220.00	Premium Rates	15%	n/a
Technician Hourly rate	Technician - Overtime Hourly Cost	Technician - Premium Overtime Hourly Cost	Technician hourly Storm/Emergency -related response	Electrician Hourly rate	Electrician - Overtime Hourly Cost	Electrician - Premium Overtime Hourly Cost	Electrician Hourly Storm Emergency related response	
\$138.00	\$167.00	\$167.00	\$167.00	\$138.00	\$167.00	\$167.00	\$167.00	

Patterson & Dewar

Mileage Rate (\$ per mile)	Travel Rate (\$ per hour per man)	Charge if work is cancelled prior to mobilization	Charge if work is cancelled after mobilization	Breakdown & Set-up Costs	Per diem overnight rate	Storm/Emergency-related response	Mark-up for Materials	Additional misc. costs
\$0.63	\$125.00	\$0.00	Time & Materials	Time & Materials	TBD	\$150.00	12%	n/a
Technician Hourly rate	Technician - Overtime Hourly Cost	Technician - Premium Overtime Hourly Cost	Technician hourly Storm/Emergency -related response	Electrician Hourly rate	Electrician - Overtime Hourly Cost	Electrician - Premium Overtime Hourly Cost	Electrician Hourly Storm Emergency related response	
\$225.00	\$337.50	\$450.00	\$150+hrly rate	n/a	n/a	n/a	n/a	

Premier Power Maintenance

Mileage Rate (\$ per mile)	Travel Rate (\$ per hour per man)	Charge if work is cancelled prior to mobilization	Charge if work is cancelled after mobilization	Breakdown & Set-up Costs	Per diem overnight rate	Storm/Emergency-related response	Mark-up for Materials	Additional misc. costs
\$2.10	\$102.60	5%	5% + Mobilization cost	Time & Materials	\$96.00	1.25 times rates	15%	n/a
Technician Hourly rate	Technician - Overtime Hourly Cost	Technician - Premium Overtime Hourly Cost	Technician hourly Storm/Emergency -related response	Electrician Hourly rate	Electrician - Overtime Hourly Cost	Electrician - Premium Overtime Hourly Cost	Electrician Hourly Storm Emergency related response	
\$136.80	\$191.20	\$246.40	\$171.00	\$125.60	\$176.00	\$225.60	\$157.00	

FMPA
Provision of Substation and Generating Station Maintenance Services
DETAILED ANALYSIS FOR BEACHES ENERGY SERVICES

Southern Switch & Contacts

Mileage Rate (\$ per mile)	Travel Rate (\$ per hour per man)	Charge if work is cancelled prior to mobilization	Charge if work is cancelled after mobilization	Breakdown & Set-up Costs	Per diem overnight rate	Storm/Emergency-related response	Mark-up for Materials	Additional misc. costs
\$57.00	\$50.00	\$0.00	\$500.00	\$0.00	\$155.00	2X Rates	15%	Rental Equip + 15%+delivery+pickup
Technician Hourly rate	Technician - Overtime Hourly Cost	Technician - Premium Overtime Hourly Cost	Technician hourly Storm/Emergency -related response	Electrician Hourly rate	Electrician - Overtime Hourly Cost	Electrician - Premium Overtime Hourly Cost	Electrician Hourly Storm Emergency related response	
\$60.00	\$90.00	\$120.00	\$120.00	\$70.00	\$105.00	\$140.00	\$140.00	

TAW Technical Field Services

Mileage Rate (\$ per mile)	Travel Rate (\$ per hour per man)	Charge if work is cancelled prior to mobilization	Charge if work is cancelled after mobilization	Breakdown & Set-up Costs	Per diem overnight rate	Storm/Emergency-related response	Mark-up for Materials	Additional misc. costs
\$70.00	\$135.00	25% + rental equip costs	75%	N/A	\$225.00	\$202.50	20%	20%
Technician Hourly rate	Technician - Overtime Hourly Cost	Technician - Premium Overtime Hourly Cost	Technician hourly Storm/Emergency -related response	Electrician Hourly rate	Electrician - Overtime Hourly Cost	Electrician - Premium Overtime Hourly Cost	Electrician Hourly Storm Emergency related response	
\$135.00	\$202.50	\$270.00	\$202.50	N/A	N/A	N/A	N/A	

FMPA
Provision of Substation and Generating Station Maintenance Services
DETAILED ANALYSIS FOR BEACHES ENERGY SERVICES

Utility Engineering

Mileage Rate (\$ per mile)	Travel Rate (\$ per hour per man)	Charge if work is cancelled prior to mobilization	Charge if work is cancelled after mobilization	Breakdown & Set-up Costs	Per diem overnight rate	Storm/Emergency-related response	Mark-up for Materials	Additional misc. costs
\$0.63	\$110.00	\$0.00	Travel Cost	\$200.00	\$180.00	\$150/hr	0%	\$0.00
Technician Hourly rate	Technician - Overtime Hourly Cost	Technician - Premium Overtime Hourly Cost	Technician hourly Storm/Emergency -related response	Electrician Hourly rate	Electrician - Overtime Hourly Cost	Electrician - Premium Overtime Hourly Cost	Electrician Hourly Storm Emergency related response	
\$120.00	\$180.00	\$180.00	\$150.00	N/A	N/A	N/A	N/A	

NOTES:

1 - - Electric Power Systems: Charge for cancellation before and after mobilization is time X hourly rate per man and materials.

4 - - EPS: Per diem rate is GSA lodging rates per day, per person

5 - - EPS Emergency Rates applicable for first 48 hours; then straight time rates apply.

6 - - NASS - Additional charges apply for Equipment Rates.

7 - - Southern Switch & Contacts - Additional charges apply for Rental Equipment Cost + 15%, plus delivery & pickup.

8 - - Except for Southern Switch & Contacts, assume for each bidder that travel to each city is per 2-man crew.

9--Utility Engineering does not separate techs from electricians. Technician costs are noted for both techs and electricians for evaluation purposes; evaluation is based on 2-man crews.



MEMORANDUM

January 30, 2023

To: FMPA Members

From: Sharon Samuels

Re: Substation & Generating Station Maintenance Services - Award ITB# 2022-034

FMPA issued competitive solicitation for Substation & Generating Station Maintenance Services. In response, FMPA received proposals from 13 bidders: ABB, Inc. of Carmel, IN; Electric Power Systems of Sanford, FL; Electrical Engineering Enterprise of Tampa FL; Flo Power of East Lake Weir, FL; Hitachi Energy of Raleigh, NC; MP Predictive Technologies of Orlando, FL; North American Substation Services of Altamonte Springs, FL; Patterson & Dewar of Norcross, GA; Premier Power maintenance of Indianapolis, IN; Southern Switches & Contacts of Palm Harbor, FL; TAW Technical Field Services; TRC of Lancaster, PA; and Utility Engineering, LLC of Raleigh, NC.

The members participating in the Provision of Substation & Generating Station Maintenance Services Bid have reviewed the bid submittals. Pursuant to Section 28.1, Reserved Rights of the bid document, the recommended award is for twelve (12) of the thirteen bidders per areas of specialization in the bid document. Please see the table of award selection on the following page.

These awarded bidders will extend the bid prices and terms to other FMPA Members as stated in our bid document. This bid award is effective until February 1, 2024; at that time the award may be extended by mutual consent.

Should you have any concerns or questions, please feel free to contact me.

cc: Awarded Bidders

FMPA
Provision of Substation and Generating Station Maintenance Services
SUMMARY OF SPECIALTY AREAS

SCOPE OF WORK	BIDDERS											
	ABB	Electric Power Systems	Electrical Engineering Enterprise	Flo Power	Hitachi	MP Predictive	NASS	Patterson & Dewar	Premier Power Maintenance	Southern Switch	TAW Technical	Utility Engineering
General Substation Site Inspection (Section 2)		✓	✓	✓		✓		✓	✓	✓	✓	
Circuit Breaker Inspection, Testing, and Maintenance (Section 3)	✓	✓	✓	✓	✓	✓			✓	✓	✓	
Circuit Breaker Repair and Reconditioning (Section 4)	✓	✓	✓	✓		✓			✓	✓	✓	
Relay Inspection, Testing, Maintenance, & Repair (Section 5)	✓	✓	✓	✓		✓		✓	✓		✓	✓
Capacitor Bank Inspection, Testing, Maintenance, & Repair (Section 6)		✓	✓	✓		✓			✓		✓	
Meter Inspection & Testing (Section 7)	✓	✓	✓			✓			✓		✓	
Metal Clad Breaker Repair and Reconditioning (Section 8)	✓	✓	✓			✓			✓	✓	✓	
Power Transformer & LTC Inspection, Testing, Maintenance, and Repair (Section 9)	✓		✓	✓	✓	✓	✓		✓	✓	✓	
Single Phase Voltage Regulators Inspection, Testing, Maintenance, and Repair (Section 10)			✓		✓	✓			✓	✓		
Circuit Switcher and Disconnect Switch Inspection, Testing, Maintenance, and Repair (Section 11)	✓	✓	✓	✓		✓	✓		✓	✓	✓	
Recloser Inspection, Testing, Maintenance, and Repair (Section 12)		✓	✓						✓		✓	

SCOPE OF WORK	BIDDERS											
	ABB	Electric Power Systems	Electrical Engineering Enterprise	Flo Power	Hitachi	MP Predictive	NASS	Patterson & Dewar	Premier Power Maintenance	Southern Switch	TAW Technical	Utility Engineering
DC Control Circuitry Inspection, Testing, Maintenance, and Repair (Section 13)	✓	✓	✓			✓		✓	✓		✓	
Protection Communication Systems Inspection, Testing, Maintenance, and Repair (Section 14)	✓	✓	✓					✓	✓		✓	
Instrument Potential Transformer Inspection, Testing, Maintenance, and Repair (Section 15)	✓	✓	✓		✓	✓			✓		✓	
Current Transformer Inspection, Testing, Maintenance, and Repair (Section 16)	✓	✓	✓	✓	✓	✓	✓		✓		✓	
Potential Circuit Tests (Section 17)	✓	✓	✓	✓		✓		✓	✓			
Battery Inspection, Testing, Maintenance, and Repair Charger (Section 18)		✓	✓			✓			✓	✓	✓	
Annunciator Inspection, Testing, Maintenance, and Repair (Section 19)	✓	✓	✓						✓			
SCADA Equipment (Section 20)		✓	✓					✓	✓			
Mineral Oil Services (Section 21)		✓	✓	✓	✓				✓	✓	✓	
Installation and Replacement of Equipment (Section 22)	✓		✓	✓	✓	✓	✓		✓	✓	✓	
Live Line Insulator Washing (Section 23)												
Ground Grid Inspection, Testing, Maintenance, and Repair (Section 24)		✓	✓	✓		✓		✓	✓	✓	✓	

SCOPE OF WORK	BIDDERS											
	ABB	Electric Power Systems	Electrical Engineering Enterprise	Flo Power	Hitachi	MP Predictive	NASS	Patterson & Dewar	Premier Power Maintenance	Southern Switch	TAW Technical	Utility Engineering
This Bidder Offers all or some of the Miscellaneous Work (Trenching, Wiring, Fencing, and Control Building Repairs)			✓	✓		✓				✓		

NOTE: Vendors with ✓ took exceptions to the FMPA Terms & Conditions. Please see the Exceptions & Clarifications page for details



CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Ashlie Gossett, Chief Financial Officer
DATE:	03/13/2023
SUBJECT:	Resolution No. 2143-2023 Amending the Operating Budget for the Fiscal Year beginning October 1, 2022 and ending September 30, 2023

BACKGROUND

Each year the City adopts budget amendments adjusting the budget for expenditures that have become necessary since the original budget was adopted. These adjustments provide spending authority for projects authorized by the City Council during the year which were not included in the original budget, projects that may have been budgeted in a previous year, but due to the timing of a contract award, were not begun or encumbered before the previous year's end, and emergency expenditures.

The attached budget resolution reflects proposed adjustments to be made which represent changes in departmental or fund budgets. Detailed explanations are also provided as a part of these adjustments. The budget adjustments were previously approved by the City Council, Community Redevelopment Agency, or Pension Boards, or discussed with the City Council at briefings or budget workshops.

FINANCIAL IMPACT

Monies are available to fund all requested expenditures.

REQUESTED ACTION

Adopt/Deny Resolution No. 2143-2023 amending the Operating Budget of the City of Jacksonville Beach, Florida for the Fiscal Year beginning October 1, 2022 and ending September 30, 2023

ATTACHMENTS

1. Resolution No. 2143-2023

Introduced by: _____
Adopted: _____

RESOLUTION NO. 2143-2023

**A RESOLUTION AMENDING THE OPERATING BUDGET OF THE CITY OF JACKSONVILLE BEACH,
FLORIDA FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022 AND ENDING SEPTEMBER 30,
2023**

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, THAT:

SECTION 1: The following items of appropriations for the functions, agencies and departments of the City government for the fiscal year beginning October 1, 2022 and ending September 30, 2023 be amended as follows:

A.R.P.A. Grant - 190

Expenses:

Capital outlay - 10th St S Phase I a. \$ 733,319 190-00-0000-536-63-563905

- a. To adjust the budget for emergency sewer replacement as part of the 10th Street South infrastructure improvements Phase I. Approved by Council 2-21-2023.

Water & Sewer Fund - 420

Expenses:

Capital outlay - Improvements a. \$ 1,048,523 420-07-0706-535-63-563000

- a. To adjust the budget for rehabilitation of lift stations #28 and #33. Approved by Council 12-5-2022.

Golf Course Fund - 440

Expenses:

Capital outlay - Equipment a. \$ 125,275 440-14-1402-572-64-564000

- a. To adjust the budget for the advanced purchase of two mowers budgeted in the FY2024 Capital Improvement Plan. Approved by Council 12-5-2022.

Health Insurance - 553

Revenues:

Revenue - miscellaneous a. \$ 30,000 553-00-0000-369-00-369900

Expenses:

Operating - wellness program a. \$ 30,000 553-13-1303-591-49-549201

- a. To adjust the budget for wellness monies received from Florida Blue to offset the cost of the City's wellness program.

Federal Equitable Sharing Fund - 631

Expenses:

Capital outlay - Equipment a. \$ 39,384 631-09-0910-521-64-564000

a. To adjust the budget for the purchase of two drones. Approved by Council 11-21-2022.

SECTION 2. The Chief Financial Officer is hereby authorized and directed to perform all acts necessary to carry out and accomplish the budget amendments in conformity with the provisions of Section 1.

SECTION 3. The City Council recognizes that the Budget is a revenue and spending plan which requires adjustment from time to time as circumstances change. The City Council gives authorization to the City Manager to make Budget Amendments in the budget for the fiscal period beginning October 1, 2022 and ending September 30, 2023, at the department level as long as the amendments do not increase or decrease the overall budget for the related department in the General Fund, or at the fund level in a fund other than the General Fund.

SECTION 4. The City Council authorizes the City Manager to use funds from any relevant account to pay for items such as staffing, contract services, rental equipment, communications equipment, emergency repairs, and supplies in response to a named storm or declaration of a state of emergency issued by the Mayor for a severe weather event or other emergency of similar magnitude.

SECTION 5. The City Council further authorizes the City Manager to make budget amendments in the budget for the fiscal period beginning October 1, 2022 and ending September 30, 2023, in furtherance of improvements or works which were approved by the City Council and begun in a previous year, but which were not completed in those years, and any such adjustment shall continue in force until the purpose for which it was made shall have been accomplished or abandoned.

SECTION 6. The City Council further authorizes the City Manager to expend donated monies, so long as the expenditure is consistent with the purpose of the donation.

SECTION 7. In compliance with the Convention Development Tax Act, Florida Statutes, Chapter 212.0305, the City of Jacksonville Beach, being unable to use Convention Development revenue solely for the purposes stated in the section, is hereby authorized to use the revenue to acquire and develop municipal parks, lifeguard stations or athletic fields.

SECTION 8. This Resolution shall become effective immediately upon its passage and adoption by City Council.

AUTHENTICATED this ____ day of _____, 2023.

Christine H. Hoffman, MAYOR

Sheri Gosselin, CITY CLERK

CITY COUNCIL AGENDA ITEM	
TO:	Mayor and City Council Members
FROM:	Michael J. Staffopoulos, City Manager
DATE:	03/23/2023
SUBJECT:	Resolution No. 2144-2023 Opposing House Bill 1331 and Senate Bill 1380

BACKGROUND

House Bill 1331 and Senate Bill 1380 were introduced at the state level this legislative session and would allow the State to set a cap on transfers of municipal electric, natural gas, water, and wastewater utility revenues to a municipal general fund to finance general government functions by dictating the limitation on the amount of such general fund contributions.

Beaches Energy Services (BES) reinvests heavily in its utility infrastructure and prides itself in providing reliable, efficient, and affordable electric and natural gas services to its 35,574 customers. BES makes an annual contribution to the City's general fund in support of general governmental functions and operations of the City, including life and public safety services such as police and fire emergency services, and other health, safety, recreation, and welfare. BES' contribution to the City's general fund for fiscal year 2022-2023 totaled \$3,707,642.00 in community reinvestment and supported a multitude of programs and services enjoyed by the City's residents and visitors alike.

Adoption of House Bill 1331 and Senate Bill 1380 would only serve to further hamstring a local government's ability to effectively utilize its financial resources to provide the programs and services it deems most appropriate to meet the needs of residents and visitors of its community.

FINANCIAL IMPACT

REQUESTED ACTION

Adopt/Deny Resolution No. 2144-2023 Opposing House Bill 1331 by Representative Busatta Cabrera and Senate Bill 1380 by Senator Martin relating to municipal utilities

ATTACHMENTS

1. House Bill 1331 (original filed version)
2. House Bill 1331 (Committee substitute 1)
3. Senate Bill 1380 (original filed version)
4. Senate Bill 1380 (Committee amendment version)
5. Resolution No. 2144-2023

1 A bill to be entitled
2 An act relating to municipal utilities; creating s.
3 166.281, F.S.; authorizing a municipality to impose
4 and collect a surcharge on certain utility customers;
5 requiring that such surcharges be based on the
6 percentage of utility customers located outside the
7 municipal boundaries; prohibiting such surcharges from
8 exceeding a specified amount and from being used in an
9 manner substantially similar to the levy of a public
10 service tax; amending s. 366.02, F.S.; revising the
11 definition of the term "public utility" to include a
12 municipality supplying electricity or gas to any
13 retail customer receiving service at a physical
14 address located outside its corporate boundaries;
15 amending s. 366.04, F.S.; requiring certain
16 municipalities to be treated as public utilities;
17 requiring the Florida Public Service Commission to
18 adopt rules; amending s. 366.11, F.S.; conforming
19 provisions to changes made by the act; creating s.
20 366.16, F.S.; authorizing a municipality to transfer a
21 portion of its public utility earnings to its general
22 fund for specified purposes; setting forth the
23 percentages of such transfers based on whether the
24 public utilities are supplied to customers located
25 within or outside the municipality; requiring that

26 such percentages be established or reestablished by
27 local referendum, subject to majority vote;
28 prohibiting a municipality from transferring a portion
29 of its public utility earnings in certain instances;
30 prohibiting the ability of a municipality to receive
31 certain state funds if such a prohibited transfer is
32 effected; amending s. 367.022, F.S.; subjecting water
33 and wastewater utilities owned, operated, managed,
34 controlled, or provided by municipalities to
35 regulation by the commission; creating s. 367.192,
36 F.S.; authorizing a municipality that owns, operates,
37 manages, controls, or provides water or wastewater
38 utilities to transfer a portion of its earnings to its
39 general fund for specified purposes; setting forth the
40 percentages of such transfers based on whether the
41 public utilities are supplied to customers located
42 within or outside the municipality; requiring that
43 such percentages be established or reestablished by
44 local referendum, subject to majority vote;
45 prohibiting a municipality from transferring a portion
46 of its water or wastewater utility earnings in certain
47 instances; prohibiting the ability of a municipality
48 to receive certain state funds if such a prohibited
49 transfer is effected; providing an effective date.

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51 Be It Enacted by the Legislature of the State of Florida:

52
53 Section 1. Section 166.281, Florida Statutes, is created
54 to read:

55 166.281 Surcharge on municipal utility customers located
56 outside municipal boundaries.-

57 (1) The governing authority of a municipality may impose
58 and collect a surcharge of up to 10 percent on municipal utility
59 customers located outside the municipal boundaries.

60 (2) A surcharge imposed and collected under this section
61 must be based on the percentage of municipal utility customers
62 located outside the municipal boundaries and may not exceed 10
63 percent.

64 (3) A municipal utility that imposes a surcharge
65 authorized by this section may not use the proceeds of such
66 surcharge in a manner that is substantially similar to the levy
67 of a public service tax by a municipality under s. 166.231.

68 Section 2. Subsection (8) of section 366.02, Florida
69 Statutes, is amended to read:

70 366.02 Definitions.—As used in this chapter:

71 (8) "Public utility" means every person, corporation,
72 partnership, association, or other legal entity and their
73 lessees, trustees, or receivers supplying electricity or gas
74 (natural, manufactured, or similar gaseous substance) to or for
75 the public within this state; but the term "public utility" does

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76 | not include either a cooperative now or hereafter organized and
77 | existing under the Rural Electric Cooperative Law of the state;
78 | a municipality or any agency thereof, except for a municipality
79 | or any agency thereof supplying electricity or gas (natural,
80 | manufactured, or similar gaseous substance) to any retail
81 | customer receiving service at a physical address located outside
82 | its corporate boundaries; any dependent or independent special
83 | natural gas district; any natural gas transmission pipeline
84 | company making only sales or transportation delivery of natural
85 | gas at wholesale and to direct industrial consumers; any entity
86 | selling or arranging for sales of natural gas which neither owns
87 | nor operates natural gas transmission or distribution facilities
88 | within the state; or a person supplying liquefied petroleum gas,
89 | in either liquid or gaseous form, irrespective of the method of
90 | distribution or delivery, or owning or operating facilities
91 | beyond the outlet of a meter through which natural gas is
92 | supplied for compression and delivery into motor vehicle fuel
93 | tanks or other transportation containers, unless such person
94 | also supplies electricity or manufactured or natural gas.

95 | Section 3. Subsection (10) is added to section 366.04,
96 | Florida Statutes, to read:

97 | 366.04 Jurisdiction of commission.—

98 | (10) A municipality or an agency thereof supplying
99 | electricity or natural or manufactured gas, or similar gaseous
100 | substance, to any retail customer receiving service at a

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101 physical address located outside its corporate boundaries
102 qualifies as a public utility and shall be regulated under this
103 chapter. The commission shall adopt rules to implement this
104 subsection.

105 Section 4. Subsection (1) of section 366.11, Florida
106 Statutes, is amended to read:

107 366.11 Certain exemptions.—

108 (1) ~~No provision of~~ This chapter does not shall apply in
109 any manner, other than as specified in ss. 366.04, 366.05(7) and
110 (8), 366.051, 366.055, 366.093, 366.095, 366.14, 366.80-366.83,
111 and 366.91, to utilities owned and operated by municipalities,
112 except those defined as public utilities in s. 366.02 whether
113 ~~within or without any municipality,~~ or by cooperatives organized
114 and existing under the Rural Electric Cooperative Law of the
115 state, or to the sale of electricity, manufactured gas, or
116 natural gas at wholesale by any public utility to, and the
117 purchase by, any municipality or cooperative under and pursuant
118 to any contracts now in effect or which may be entered into in
119 the future, when such municipality or cooperative is engaged in
120 the sale and distribution of electricity or manufactured or
121 natural gas, or to the rates provided for in such contracts.

122 Section 5. Section 366.16, Florida Statutes, is created to
123 read:

124 366.16 Public utility earnings transfers by a
125 municipality; percentage of transfers; prohibition.—

126 (1) A municipality or an agency thereof that is regulated
127 by this chapter pursuant to s. 366.04 may transfer a portion of
128 its public utility earnings to the general fund of the
129 municipality for public utility purposes.

130 (2) If the public utilities are supplied to customers
131 located within the municipality, the percentage of transfers
132 authorized by subsection (1) shall be in a fixed amount. The
133 amount shall be:

134 (a) Stated as a percentage of the municipality's or
135 agency's general fund that may be supported by transfers; or

136 (b) Stated as a percentage of public utility revenues that
137 may be transferred.

138 (3) If the public utilities are supplied to customers
139 located outside the municipality, the percentage of transfers
140 authorized by subsection (1) shall be in a variable amount. The
141 amount shall be based on the percentage of customers located
142 outside the municipal boundaries and shall decrease as the
143 percentage of customers located outside the municipal boundaries
144 increases.

145 (4) The amount of percentage of transfers authorized by
146 subsection (1) shall be established or reestablished by local
147 referendum, subject to majority vote of customers located within
148 and outside a municipality voting in the referendum.

149 (5) A municipality or an agency thereof that is regulated
150 by this chapter pursuant to s. 366.04 may not transfer a portion

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151 of its public utility earnings to the general fund of the
152 municipality or agency thereof for nonpublic utility purposes. A
153 municipality that transfers a portion of its public utility
154 earnings to the general fund of the municipality for nonpublic
155 utility purposes may not receive state funds for infrastructure
156 projects under chapter 216.

157 Section 6. Subsection (2) of section 367.022, Florida
158 Statutes, is amended to read:

159 367.022 Exemptions.—The following are not subject to
160 regulation by the commission as a utility nor are they subject
161 to the provisions of this chapter, except as expressly provided:

162 (2) Systems owned, operated, managed, or controlled by
163 governmental authorities, including water or wastewater
164 facilities operated by private firms under water or wastewater
165 facility privatization contracts as defined in s. 153.91, and
166 nonprofit corporations formed for the purpose of acting on
167 behalf of a political subdivision with respect to a water or
168 wastewater facility, except for municipalities that own,
169 operate, manage, control, or provide water or wastewater
170 utilities.

171 Section 7. Section 367.192, Florida Statutes, is created
172 to read:

173 367.192 Water or wastewater utility earnings transfers by
174 a municipality; percentage of transfers; prohibition.—

175 (1) A municipality that owns, operates, manages, controls,

176 or provides water or wastewater utilities may transfer a portion
177 of its water or wastewater utility earnings to the general fund
178 of the municipality for water or wastewater utility purposes.

179 (2) If the water or wastewater utilities are supplied to
180 customers located within the municipality, the percentage of
181 transfers authorized by subsection (1) shall be in a fixed
182 amount. The amount shall be:

183 (a) Stated as a percentage of the municipality's general
184 fund that may be supported by transfers; or

185 (b) Stated as a percentage of public utility revenues that
186 may be transferred.

187 (3) If the water or wastewater utilities are supplied to
188 customers located outside the municipality, the percentage of
189 transfers authorized by subsection (1) shall be in a variable
190 amount. The amount shall be based on the percentage of customers
191 located outside the municipal boundaries and shall decrease as
192 the percentage of customers located outside the municipal
193 boundaries increases.

194 (4) The amount of percentage of transfers authorized by
195 subsection (1) shall be established or reestablished by local
196 referendum, subject to majority vote of customers located within
197 and outside the municipality voting in the referendum.

198 (5) A municipality that owns, operates, manages, controls,
199 or provides water or wastewater utilities may not transfer a
200 portion of its public utility earnings to the general fund of

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201 such municipality for purposes not related to water or
202 wastewater utilities. A municipality that transfers a portion of
203 the public utility earnings to the general fund of the
204 municipality for purposes not related to water or wastewater
205 utilities may not receive state funds for water-related projects
206 under chapter 373 or chapter 403.

207 Section 8. This act shall take effect July 1, 2023.

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1 A bill to be entitled
2 An act relating to municipal utilities; amending s.
3 166.201, F.S.; authorizing a municipality to fund or
4 finance general government functions with a portion of
5 revenues from utility operations; establishing limits
6 on utility revenue transfers for municipal utilities;
7 amending s. 180.191, F.S.; modifying provisions
8 relating to permissible rates, fees, and charges
9 imposed by municipal water and sewer utilities on
10 customers located outside the municipal boundaries;
11 providing an effective date.

12
13 Be It Enacted by the Legislature of the State of Florida:

14
15 Section 1. Section 166.201, Florida Statutes, is amended
16 to read:

17 166.201 Taxes and charges.—

18 (1) A municipality may raise, by taxation and licenses
19 authorized by the constitution or general law, or by user
20 charges or fees authorized by ordinance, amounts of money which
21 are necessary for the conduct of municipal government and may
22 enforce their receipt and collection in the manner prescribed by
23 ordinance not inconsistent with law.

24 (2)(a) A municipality that owns and operates an electric,
25 natural gas, water, or wastewater utility may fund or finance

26 general government functions using a portion of the revenues
27 generated from rates, fees, and charges for the provision of
28 such utility service. The portion of utility revenues that may
29 be used during a fiscal year to fund or finance general
30 government functions, after payment of all utility expenses, may
31 not exceed:

32 1. For revenues generated from electric utility
33 operations, a transfer rate equal to the amount derived by
34 applying the average of the midpoints of the rates of return on
35 equity approved by the Public Service Commission for each
36 investor-owned electric utility in the state to the municipal
37 electric utility's revenues.

38 2. For revenues generated from natural gas utility
39 operations, a transfer rate equal to the amount derived by
40 applying the average of the midpoints of the rates of return on
41 equity approved by the Public Service Commission for each
42 investor-owned natural gas utility in the state to the municipal
43 natural gas utility's revenues.

44 3. For revenues generated from water or wastewater
45 operations, a transfer rate equal to the amount derived by
46 applying the rate of return on equity established by the Public
47 Service Commission under s. 367.081(4)(f) to the revenues of the
48 municipal water or wastewater utility.

49 (b) Except as provided in paragraph (c), the transfer rate
50 applied to municipal utility revenues under subparagraphs (a)1.-

51 3. shall be reduced as follows:

52 1. If more than 15 percent of a municipal utility's retail
53 customers, as measured by total meters served, are located
54 outside the municipal boundaries, the transfer rate applied to
55 utility revenues shall be reduced by 150 basis points.

56 2. If more than 30 percent of a municipal utility's retail
57 customers, as measured by total meters served, are located
58 outside the municipal boundaries, the transfer rate applied to
59 utility revenues shall be reduced by 300 basis points.

60 3. If more than 45 percent of a municipal utility's retail
61 customers, as measured by total meters served, are located
62 outside the municipal boundaries, the transfer rate applied to
63 utility revenues shall be reduced by 450 basis points.

64 (c) The reductions specified in paragraph (b) shall not
65 apply to a municipal utility service if the utility service is
66 governed by a utility authority board that, through the election
67 of voting members from outside the municipal boundaries,
68 provides for representation of retail customers located outside
69 the municipal boundaries approximately proportionate to the
70 percentage of such customers, as measured by total meters
71 served, that receive service from the utility.

72 Section 2. Subsection (1) of section 180.191, Florida
73 Statutes, is amended to read:

74 180.191 Limitation on rates charged consumer outside city
75 limits.—

76 (1) Any municipality within the state operating a water or
77 sewer utility outside of the boundaries of such municipality
78 shall charge consumers outside the boundaries rates, fees, and
79 charges determined in one of the following manners:

80 (a) It may charge the same rates, fees, and charges as
81 consumers inside the municipal boundaries. ~~However, in addition~~
82 ~~thereto, the municipality may add a surcharge of not more than~~
83 ~~25 percent of such rates, fees, and charges to consumers outside~~
84 ~~the boundaries.~~ Fixing of such rates, fees, and charges in this
85 manner shall not require a public hearing except as may be
86 provided for service to consumers inside the municipality.

87 (b)1. It may charge rates, fees, and charges that are just
88 and equitable and which are based on the same factors used in
89 fixing the rates, fees, and charges for consumers inside the
90 municipal boundaries. ~~In addition thereto, the municipality may~~
91 ~~add a surcharge not to exceed 25 percent of such rates, fees,~~
92 ~~and charges for said services to consumers outside the~~
93 ~~boundaries. However, the total of all~~ Such rates, fees, and
94 charges for the services to consumers outside the boundaries
95 shall not be more than 25 ~~50~~ percent greater than ~~in excess of~~
96 the total amount the municipality charges consumers served
97 within the municipality for corresponding service. No such
98 rates, fees, and charges shall be fixed until after a public
99 hearing at which all of the users of the water or sewer systems;
100 owners, tenants, or occupants of property served or to be served

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101 thereby; and all others interested shall have an opportunity to
102 be heard concerning the proposed rates, fees, and charges. Any
103 change or revision of such rates, fees, or charges may be made
104 in the same manner as such rates, fees, or charges were
105 originally established, but if such change or revision is to be
106 made substantially pro rata as to all classes of service, both
107 inside and outside the municipality, no hearing or notice shall
108 be required.

109 2. Any municipality within the state operating a water or
110 sewer utility that provides service to consumers within the
111 boundaries of a separate municipality through the use of a water
112 treatment plant or sewer treatment plant located within the
113 boundaries of that separate municipality may charge consumers in
114 the separate municipality no more than the rates, fees, and
115 charges imposed on consumers inside its own municipal
116 boundaries.

117 Section 3. This act shall take effect July 1, 2024.

By Senator Martin

33-01359-23

20231380__

A bill to be entitled
An act relating to municipal electric utilities;
amending s. 366.02, F.S.; revising the definition of
the term "public utility" to include a municipality
supplying electricity to any electric retail customer
receiving service at a physical address located
outside its corporate boundaries; amending s. 366.04,
F.S.; requiring certain municipalities to be treated
as public utilities for a specified timeframe;
requiring the Florida Public Service Commission to
adopt rules; amending s. 366.11, F.S.; conforming
provisions to changes made by the act; providing an
effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Subsection (8) of section 366.02, Florida
Statutes, is amended to read:

366.02 Definitions.—As used in this chapter:

(8) "Public utility" means every person, corporation,
partnership, association, or other legal entity and their
lessees, trustees, or receivers supplying electricity or gas
(natural, manufactured, or similar gaseous substance) to or for
the public within this state; but the term "public utility" does
not include either a cooperative now or hereafter organized and
existing under the Rural Electric Cooperative Law of the state;
a municipality or any agency thereof, except for a municipality
or any agency thereof supplying electricity to any electric
retail customer receiving service at a physical address located

33-01359-23

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30 outside its corporate boundaries; any dependent or independent
31 special natural gas district; any natural gas transmission
32 pipeline company making only sales or transportation delivery of
33 natural gas at wholesale and to direct industrial consumers; any
34 entity selling or arranging for sales of natural gas which
35 neither owns nor operates natural gas transmission or
36 distribution facilities within the state; or a person supplying
37 liquefied petroleum gas, in either liquid or gaseous form,
38 irrespective of the method of distribution or delivery, or
39 owning or operating facilities beyond the outlet of a meter
40 through which natural gas is supplied for compression and
41 delivery into motor vehicle fuel tanks or other transportation
42 containers, unless such person also supplies electricity or
43 manufactured or natural gas.

44 Section 2. Subsection (10) is added to section 366.04,
45 Florida Statutes, to read:

46 366.04 Jurisdiction of commission.—

47 (10) A municipality or any agency thereof supplying
48 electricity to any electric retail customer receiving service at
49 a physical address located outside its corporate boundaries
50 qualifies as a public utility and shall be regulated under this
51 chapter for a minimum of 5 years. The commission shall adopt
52 rules to implement this subsection.

53 Section 3. Subsection (1) of section 366.11, Florida
54 Statutes, is amended to read:

55 366.11 Certain exemptions.—

56 (1) ~~No provision of~~ This chapter does not shall apply in
57 any manner, other than as specified in ss. 366.04, 366.05(7) and
58 (8), 366.051, 366.055, 366.093, 366.095, 366.14, 366.80-366.83,

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and 366.91, to utilities owned and operated by municipalities,
except those defined as public utilities in s. 366.02 ~~whether~~
~~within or without any municipality~~, or by cooperatives organized
and existing under the Rural Electric Cooperative Law of the
state, or to the sale of electricity, manufactured gas, or
natural gas at wholesale by any public utility to, and the
purchase by, any municipality or cooperative under and pursuant
to any contracts now in effect or which may be entered into in
the future, when such municipality or cooperative is engaged in
the sale and distribution of electricity or manufactured or
natural gas, or to the rates provided for in such contracts.

Section 4. This act shall take effect July 1, 2023.



943324

LEGISLATIVE ACTION

Senate	.	House
Comm: TP	.	
03/21/2023	.	
	.	
	.	
	.	

The Committee on Regulated Industries (Martin) recommended the following:

Senate Amendment (with title amendment)

Delete everything after the enacting clause
and insert:

Section 1. Section 166.201, Florida Statutes, is amended to
read:

166.201 Taxes and charges.—

(1) A municipality may raise, by taxation and licenses
authorized by the constitution or general law, or by user
charges or fees authorized by ordinance, amounts of money which



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are necessary for the conduct of municipal government and may enforce their receipt and collection in the manner prescribed by ordinance not inconsistent with law.

(2)(a) A municipality that owns and operates an electric, natural gas, water, or wastewater utility may fund or finance general government functions using a portion of the revenues generated from rates, fees, and charges for the provision of such utility service. The portion of utility revenues that may be used during a fiscal year to fund or finance general government functions, after payment of all utility expenses, may not exceed:

1. For revenues generated from electric utility operations, a transfer rate equal to the amount derived by applying the average of the midpoints of the rates of return on equity approved by the Public Service Commission for each investor-owned electric utility in this state to the municipal electric utility's revenues.

2. For revenues generated from natural gas utility operations, a transfer rate equal to the amount derived by applying the average of the midpoints of the rates of return on equity approved by the Public Service Commission for each investor-owned natural gas utility in this state to the municipal natural gas utility's revenues.

3. For revenues generated from water or wastewater operations, a transfer rate equal to the amount derived by applying the rate of return on equity established by the Public Service Commission under s. 367.081(4)(f) to the municipal water or wastewater utility's revenues.

(b) Except as provided in paragraph (c), the transfer rate



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applied to municipal utility revenues under subparagraphs (a)1.,
2., and 3. shall be reduced as follows:

1. If more than 15 percent of a municipal utility's retail
customers, as measured by total meters served, are located
outside the municipal boundaries, by 150 basis points.

2. If more than 30 percent of a municipal utility's retail
customers, as measured by total meters served, are located
outside the municipal boundaries, by 300 basis points.

3. If more than 45 percent of a municipal utility's retail
customers, as measured by total meters served, are located
outside the municipal boundaries, by 450 basis points.

(c) The reductions specified in paragraph (b) do not apply
to a municipal utility service if the utility service is
governed by a utility authority board that, through the election
of voting members from outside the municipal boundaries,
provides for representation of retail customers located outside
the municipal boundaries approximately proportionate to the
percentage of such customers, as measured by total meters
served, that receive service from the utility.

Section 2. Subsection (1) of section 180.191, Florida
Statutes, is amended to read:

180.191 Limitation on rates charged consumer outside city
limits.—

(1) Any municipality within the state operating a water or
sewer utility outside of the boundaries of such municipality
shall charge consumers outside the boundaries rates, fees, and
charges determined in one of the following manners:

(a) It may charge the same rates, fees, and charges as
consumers inside the municipal boundaries. ~~However, in addition~~



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thereto, ~~the municipality may add a surcharge of not more than 25 percent of such rates, fees, and charges to consumers outside the boundaries.~~ Fixing of such rates, fees, and charges in this manner does ~~shall~~ not require a public hearing except as may be provided for service to consumers inside the municipality.

(b)1. It may charge rates, fees, and charges that are just and equitable and that ~~which~~ are based on the same factors used in fixing the rates, fees, and charges for consumers inside the municipal boundaries. ~~In addition thereto, the municipality may add a surcharge not to exceed 25 percent of such rates, fees, and charges for said services to consumers outside the boundaries. However, the total of all~~ Such rates, fees, and charges for the services to consumers outside the boundaries may ~~shall~~ not be more than 25 ~~50~~ percent greater than ~~in excess of~~ the total amount the municipality charges consumers served within the municipality for corresponding service. ~~No~~ Such rates, fees, and charges may not ~~shall~~ be fixed until after a public hearing at which all of the users of the water or sewer systems; owners, tenants, or occupants of property served or to be served thereby; and all others interested ~~shall~~ have an opportunity to be heard concerning the proposed rates, fees, and charges. Any change or revision of such rates, fees, or charges may be made in the same manner as such rates, fees, or charges were originally established, but if such change or revision is to be made substantially pro rata as to all classes of service, both inside and outside the municipality, a ~~no~~ hearing or notice is not ~~shall be~~ required.

2. Any municipality within this state operating a water or sewer utility that provides service to consumers within the



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boundaries of a separate municipality through the use of a water treatment plant or sewer treatment plant located within the boundaries of that separate municipality may not charge consumers in the separate municipality more than the rates, fees, and charges imposed on consumers inside its own municipal boundaries.

Section 3. This act shall take effect July 1, 2024.

===== T I T L E A M E N D M E N T =====

And the title is amended as follows:

Delete everything before the enacting clause
and insert:

A bill to be entitled

An act relating to municipal utilities; amending s. 166.201, F.S.; authorizing certain municipalities to fund or finance general government functions with a specified portion of revenues from certain utility operations; establishing limits on utility revenue transfers for municipal utilities that serve customers located outside the municipal boundaries; amending s. 180.191, F.S.; modifying provisions relating to permissible rates, fees, and charges imposed by municipal water and sewer utilities on customers located outside the municipal boundaries; providing an effective date.

Introduced by: _____
Adopted: _____

RESOLUTION NO. 2144-2023

A RESOLUTION OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, OPPOSING HOUSE BILL 1331 BY REPRESENTATIVE BUSATTA CABRERA AND SENATE BILL 1380 BY SENATOR MARTIN; PROVIDING FOR ADOPTION OF RECITALS, REPEAL OF PRIOR INCONSISTENT RESOLUTIONS AND COUNCIL DECISIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City of Jacksonville Beach (City) has chosen to operate a community-owned, locally controlled, not-for-profit electric utility for the benefit of all customers receiving electric and natural gas utility services from the City doing business as Beaches Energy Services; and

WHEREAS, Beaches Energy Services reinvests heavily in its utility infrastructure and prides itself in providing reliable, efficient, and affordable electric and natural gas services to its 35,574 customers; and

WHEREAS, Beaches Energy Services makes an annual contribution to the City's general fund in support of general governmental functions and operations of the City, including life and public safety services such as police and fire emergency services, and other health, safety, recreation, and welfare; and

WHEREAS, Beaches Energy Services' contribution to the City's general fund for fiscal year 2022-2023 totaled \$3,707,642.00 in community reinvestment and supported a multitude of programs and services enjoyed by the City's residents and visitors alike; and

WHEREAS, House Bill 1331 and Senate Bill 1380 were introduced at the state level this legislative session and would allow the state to set a cap on transfers of municipal electric, natural gas, water, and wastewater utility revenues to a municipal general fund to finance general government functions by dictating the limitation on the amount of such general fund contributions; and

WHEREAS, adoption of House Bill 1331 and Senate Bill 1380 would only serve to further hamstring a local government's ability to effectively utilize its financial resources to provide the programs and services it deems most appropriate to meet the needs of residents and visitors of its community; and

WHEREAS, the Council finds that the potential harm to the City/Beaches Energy Services is sufficient that the Council should inform the Florida Legislature that it is opposed to House Bill 1331 and Senate Bill 1380 and urges the Florida Legislature to defeat both bills.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, THAT:

SECTION 1. Adoption of Recitals. The foregoing recitals are deemed true and material parts of this resolution and are fully incorporated herein by reference.

SECTION 2. Opposition of HB 1331 and SB 1380. The City Council of the City of Jacksonville Beach hereby strongly opposes HB 1331 and SB 1380, relating to municipal utilities, and respectfully urges the Florida Legislature to reject House Bill 1331 and Senate Bill 1380.

SECTION 3. Distribution. The City Council directs the City Clerk to transmit a copy of this resolution to the Florida Governor, the City of Jacksonville, the Florida League of Cities, the Duval County Legislative Delegation, and the Florida Municipal Electric Association for distribution.

SECTION 4. Repeal of Prior Inconsistent Resolutions and Council Decisions. All prior resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of the conflict.

SECTION 5. Severability. If any section, sentence, clause, or phrase of this resolution should be held invalid, unlawful, or unconstitutional, said determination shall not be held to invalidate or impair the validity, force, or effect of any other section, sentence, phrase, or portion of this resolution not otherwise determined to be invalid, unlawful, or unconstitutional.

SECTION 6. Effective Date. This resolution shall become effective immediately upon passage and adoption by City Council.

AUTHENTICATED this ____ day of _____, 2023.

Christine H. Hoffman, Mayor

Sheri Gosselin, City Clerk

Approved as to form and legal sufficiency:

Sandra R. Robinson, City Attorney



CITY COUNCIL AGENDA ITEM	
TO:	Mayor and City Council Members
FROM:	Michael J. Staffopoulos, City Manager
DATE:	03/28/2023
SUBJECT:	Resolution No. 2145-2023 Opposing Senate Bill 798 and House Bill 975

BACKGROUND

On January 6, 2023, Florida State Senator Blaise Ingoglia filed Senate Bill 798 (SB 798), entitled "Solid Waste Management", seeking to prohibit certain local government actions when contracting with private entities providing recycling and solid waste collection services. On February 21, 2023, Florida House of Representatives Member Jeff Holcomb filed House Bill 975 (HB 975), an identical companion bill to SB 798.

The new law, if passed, would:

- preempt local governments from prohibiting private companies from providing recycling or solid waste management services to commercial, industrial, or multifamily residential properties, including condominiums, located within the municipality or county;
- limit the fees local governments may require for a permit, license, or nonexclusive franchise connected to solid waste management services to no more than the local government's administrative cost to issue the permit, license, or nonexclusive franchise; and
- prohibit local governments from entering into exclusive franchise agreements and collecting exclusive franchise fees for recycling and waste management services.

Waste collection and management is a traditional municipal function granted to local governments by the State that is inextricably linked to ensuring the health, safety, welfare, and wellness of a local government's residents. Securing a uniform system of collection services through franchise licensing is essential to a local government's ability to provide the necessary consistent and reliable services that residents expect and require on a daily basis for their waste. The absence of local government oversight and regulation over waste management services may be a catalyst for negative health and environmental impacts.

Permit, license, and franchise fees possess an inherent municipal and public purpose to allow a local government to provide necessary services that support the existing agreements and the quality of life of its residents. Limiting fees associated with waste collection services to no more than the actual costs associated with processing the required permits or licenses and wholly eliminating exclusive franchise fees constitutes a State action that will directly cause a significant, multi-million dollar budgetary shortfall for the City. The City has made great efforts to establish a responsible budget that serves to provide quality services that benefit its residents daily.

As a result of the budgetary impacts of SB 798 and HB 975, when coupled with past State prohibitions and restrictions on local government fees that have similarly affected municipal budgets, the State is requiring the City to needlessly reconsider whether to compromise the



present day level of services it provides, such as police, fire, parks, and other integral services that residents expect and demand or raise taxes to make up for the State-imposed budgetary shortfall. The proposed law, if passed, only serves to benefit the private providers that contract with the City while negatively impacting the residents, who receive no promise or guarantee that this law, if passed, will prevent the present day rates for solid waste and recycling services charged by the private providers to the citizens from increasing.

FINANCIAL IMPACT

Financial impacts to customers may be realized at the conclusion of the City's existing solid waste contract.

REQUESTED ACTION

Adopt/Deny Resolution No. 2145-2023 opposing Senate Bill 798 by Senator Ingoglia and House Bill 975 by Representative Holcomb relating to recycling and solid waste management

ATTACHMENTS

1. Senate Bill 798
2. House Bill 975 (original filed version)
3. House Bill 975 (Committee amendment version)
4. Resolution No. 2145-2023

By Senator Ingoglia

11-00547B-23

2023798__

A bill to be entitled

An act relating to solid waste management; amending s. 403.706, F.S.; prohibiting municipalities and counties from prohibiting or unreasonably restraining private entities from providing recycling or solid waste management services to certain properties; authorizing municipalities and counties to require such private entities to obtain permits, licenses, or nonexclusive franchise equivalents that meet certain requirements; requiring municipalities and counties to apply certain fees to all permit, license, and nonexclusive franchise equivalent holders; providing requirements for contracts or franchises in place as of a specified date; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Present subsection (23) of section 403.706, Florida Statutes, is redesignated as subsection (24), and a new subsection (23) is added to that section, to read:

403.706 Local government solid waste responsibilities.—

(23) A municipality or county may not prohibit or unreasonably restrain a private entity from providing recycling or solid waste management services to commercial, industrial, or multifamily residential properties, including condominiums, within the municipality or county.

(a) A municipality or county may require the private entity to obtain a permit, license, or nonexclusive franchise equivalent. The permit, license, or nonexclusive franchise

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equivalent may not cost more than the administrative cost to
issue the permit, license, or nonexclusive franchise equivalent.
Such costs must be commensurate with other industries, license
fees, insurance requirements, and qualifications for the
issuance of the permit, license, or nonexclusive franchise
equivalent.

(b) A municipality or county must:

1. Require any franchise fee in place to be paid by all
permit, license, or nonexclusive franchise equivalent holders.

2. Recognize and protect all contracts or franchises in
place as of January 1, 2023, until their current date of
expiration. A municipality or county may recognize a contract or
exclusive franchise in place as of January 1, 2023, which
contains a renewal option during the 2023 calendar year but may
not recognize an evergreen contract or an additional renewal or
extension of a contract.

Section 2. This act shall take effect July 1, 2023.

HB 975

2023

1 A bill to be entitled

2 An act relating to solid waste management; amending s.
3 403.706, F.S.; prohibiting municipalities and counties
4 from prohibiting or unreasonably restraining private
5 entities from providing recycling or solid waste
6 management services to certain properties; authorizing
7 municipalities and counties to require such private
8 entities to obtain permits, licenses, or nonexclusive
9 franchise equivalents that meet certain requirements;
10 requiring municipalities and counties to apply certain
11 fees to all permit, license, and nonexclusive
12 franchise equivalent holders; providing requirements
13 for contracts or franchises in place as of a specified
14 date; providing an effective date.

15
16 Be It Enacted by the Legislature of the State of Florida:

17
18 Section 1. Present subsection (23) of section 403.706,
19 Florida Statutes, is redesignated as subsection (24), and a new
20 subsection (23) is added to that section, to read:

21 403.706 Local government solid waste responsibilities.—

22 (23) A municipality or county may not prohibit or
23 unreasonably restrain a private entity from providing recycling
24 or solid waste management services to commercial, industrial, or
25 multifamily residential properties, including condominiums,

26 within the municipality or county.

27 (a) A municipality or county may require the private
28 entity to obtain a permit, license, or nonexclusive franchise
29 equivalent. The permit, license, or nonexclusive franchise
30 equivalent may not cost more than the administrative cost to
31 issue the permit, license, or nonexclusive franchise equivalent.
32 Such costs must be commensurate with other industries, license
33 fees, insurance requirements, and qualifications for the
34 issuance of the permit, license, or nonexclusive franchise
35 equivalent.

36 (b) A municipality or county must:

37 1. Require any franchise fee in place to be paid by all
38 permit, license, or nonexclusive franchise equivalent holders.

39 2. Recognize and protect all contracts or franchises in
40 place as of January 1, 2023, until their current date of
41 expiration. A municipality or county may recognize a contract or
42 exclusive franchise in place as of January 1, 2023, which
43 contains a renewal option during the 2023 calendar year but may
44 not recognize an evergreen contract or an additional renewal or
45 extension of a contract.

46 Section 2. This act shall take effect July 1, 2023.

CS/HB 975

2023

1 A bill to be entitled
2 An act relating to solid waste management; amending s.
3 403.706, F.S.; prohibiting municipalities and counties
4 from prohibiting or unreasonably restraining private
5 entities from providing recycling or solid waste
6 management services to certain properties; authorizing
7 municipalities and counties to require such private
8 entities to obtain permits, licenses, or nonexclusive
9 franchise equivalents that meet certain requirements;
10 requiring municipalities and counties to apply certain
11 fees to all permit, license, and nonexclusive
12 franchise equivalent holders; providing requirements
13 for contracts or franchises in place as of a specified
14 date; authorizing municipalities and counties to
15 impose certain franchise fees under a specified
16 condition; providing applicability; providing an
17 effective date.

18
19 Be It Enacted by the Legislature of the State of Florida:

20
21 Section 1. Present subsection (23) of section 403.706,
22 Florida Statutes, is redesignated as subsection (24), and a new
23 subsection (23) is added to that section, to read:

24 403.706 Local government solid waste responsibilities.—
25 (23) A municipality or county may not prohibit or

26 unreasonably restrain a private entity from providing recycling
27 or solid waste management services to commercial, industrial, or
28 multifamily residential properties, including condominiums,
29 within the municipality or county.

30 (a) A municipality or county may require the private
31 entity to obtain a permit, license, or nonexclusive franchise
32 equivalent. The permit, license, or nonexclusive franchise
33 equivalent may not cost more than the administrative cost to
34 issue the permit, license, or nonexclusive franchise equivalent.
35 Such costs must be commensurate with other industries, license
36 fees, insurance requirements, and qualifications for the
37 issuance of the permit, license, or nonexclusive franchise
38 equivalent.

39 (b) A municipality or county must:

40 1. Require any franchise fee in place to be paid by all
41 permit, license, or nonexclusive franchise equivalent holders.

42 2. Recognize and protect all contracts or franchises in
43 place as of January 1, 2023, until their current date of
44 expiration. A municipality or county may recognize a contract or
45 exclusive franchise in place as of January 1, 2023, which
46 contains a renewal option during the 2023 calendar year but may
47 not recognize an evergreen contract or an additional renewal or
48 extension of a contract.

49 (c) Notwithstanding paragraph (a), a municipality or
50 county that had a franchise fee in place as of January 1, 2023,

CS/HB 975

2023

51 that contains a surcharge may continue to impose such fee for
52 the duration of a contract recognized pursuant to subparagraph
53 (b)2. if the franchise fee otherwise complies with this
54 subsection.

55 (d) This subsection does not apply to a municipality or
56 county that is an exclusive provider of solid waste collection
57 services in its jurisdiction performed by employees of the
58 municipality or county using equipment owned by the municipality
59 or county.

60 Section 2. This act shall take effect July 1, 2023.

Introduced by: _____
Adopted: _____

RESOLUTION NO. 2145-2023

A RESOLUTION OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, OPPOSING SENATE BILL 798 AND HOUSE BILL 975 RELATING TO RECYCLING AND SOLID WASTE MANAGEMENT; PREEMPTING LOCAL GOVERNMENT FROM DETERMINING THE FULL SCOPE OF SERVICES AND SERVICE AREAS INCLUDED WITHIN AGREEMENTS FOR RECYCLING AND WASTE MANAGEMENT SERVICES; RESTRICTING LOCAL GOVERNMENT'S AUTHORITY TO DETERMINE THE COST OF PERMITS OR LICENSES RELATED TO RECYCLING AND WASTE MANAGEMENT SERVICES; PROHIBITING LOCAL GOVERNMENT FROM REQUIRING AN EXCLUSIVE FRANCHISE FEE FOR RECYCLING AND WASTE MANAGEMENT SERVICES; PROVIDING FOR TRANSMITTAL, ADOPTION OF RECITALS, REPEAL OF PRIOR INCONSISTENT RESOLUTIONS AND COUNCIL DECISIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, on January 6, 2023, Florida State Senator Blaise Ingoglia filed Senate Bill 798 (SB 798), entitled "Solid Waste Management" seeking to prohibit certain local government actions when contracting with private entities providing recycling and solid waste collection services; and

WHEREAS, on February 21, 2023, Florida House of Representatives Member Jeff Holcomb filed House Bill 975 (HB 975), as an identical companion bill to SB 798; and

WHEREAS, the new law, if passed, would preempt local governments from prohibiting private companies from providing recycling or solid waste management services to commercial, industrial, or multifamily residential properties, including condominiums, located within the municipality or county; and

WHEREAS, the new law, if passed, would also limit the fees local governments may require for a permit, license, or nonexclusive franchise connected to solid waste management services to no more than the local government's administrative cost to issue the permit, license, or nonexclusive franchise; and

WHEREAS, the new law, if passed, would prohibit local governments from entering into exclusive franchise agreements and collecting exclusive franchise fees for recycling and waste management services; and

WHEREAS, waste collection and management is a traditional municipal function granted to local governments by the State that is inextricably linked to ensuring the health, safety, welfare, and wellness of a local government's residents; and

WHEREAS, securing a uniform system of collection services through franchise licensing is essential to a local government's ability to provide the necessary consistent and reliable services that residents expect and require on a daily basis for their waste; and

WHEREAS, the absence of local government oversight and regulation over waste management services may be a catalyst for negative health and environmental impacts; and

WHEREAS, permit, license, and franchise fees possess an inherent municipal and public purpose to allow a local government to provide necessary services that support the existing agreements and the quality of life of its residents; and

WHEREAS, limiting fees associated with waste collection services to no more than the actual costs associated with processing the required permits or licenses and wholly eliminating exclusive franchise fees constitutes a State action that will directly cause a significant, multi-million dollar budgetary shortfall for the City of Jacksonville Beach; and

WHEREAS, the City of Jacksonville Beach has made great efforts to establish a responsible budget that serves to provide quality services that benefit its residents daily; and

WHEREAS, as a result of the budgetary impacts of SB 798 and HB 975, when coupled with past State prohibitions and restrictions on local government fees that have similarly affected municipal budgets, the State is requiring the City to needlessly reconsider whether to compromise the present day level of services it provides, such as police, fire, parks, and other integral services that residents expect and demand or raise taxes to make up for the State-imposed budgetary shortfall; and

WHEREAS, the proposed law, if passed, only serves to benefit the private providers that contract with the City while negatively impacting the residents, who receive no promise or guarantee that this law, if passed, will prevent the present day rates for solid waste and recycling services charged by the private providers to the citizens from increasing.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, THAT:

SECTION 1. Adoption of Recitals. The foregoing recitals are deemed true and material parts of this resolution and are fully incorporated herein by reference.

SECTION 2. Opposition of SB 798 and HB 975. The City Council of the City of Jacksonville Beach hereby strongly opposes SB 798 and HB 975, relating to recycling and solid waste management, further appeals to the legislature and the Governor to oppose SB 798 and

HB 975 as these bills propose to severely impact and negatively affect one of the most vital services that local governments provide to their constituencies.

SECTION 3. Transmittal. The City Council directs the City Clerk to transmit a certified copy of this resolution to the Florida League of Cities, the City of Jacksonville, the Duval County Legislative Delegation, the Clerk for the Florida Senate and House of Representatives, Senator Ingoglia, Representative Holcomb, the Governor, and such other authorities as may be appropriate.

SECTION 4. Repeal of Prior Inconsistent Resolutions and Council Decisions. All prior resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of the conflict.

SECTION 5. Severability. If any section, sentence, clause, or phrase of this resolution should be held invalid, unlawful, or unconstitutional, said determination shall not be held to invalidate or impair the validity, force, or effect of any other section, sentence, phrase, or portion of this resolution not otherwise determined to be invalid, unlawful, or unconstitutional.

SECTION 6. Effective Date. This resolution shall become effective immediately upon passage and adoption by City Council.

AUTHENTICATED this ____ day of _____, 2023.

Christine H. Hoffman, Mayor

Sheri Gosselin, City Clerk

Approved as to form and legal sufficiency:

Sandra R. Robinson, City Attorney