

# **WEST PORT**

## **COMMUNITY DEVELOPMENT DISTRICT**

**February 14, 2023**

**BOARD OF SUPERVISORS**

## **REGULAR MEETING AGENDA**

**WEST PORT**

**COMMUNITY DEVELOPMENT DISTRICT**

**AGENDA**

**LETTER**

**West Port Community Development District**  
**OFFICE OF THE DISTRICT MANAGER**  
**2300 Glades Road, Suite 410W•Boca Raton, Florida 33431**  
**Phone: (561) 571-0010•Toll-free: (877) 276-0889•Fax: (561) 571-0013**

February 7, 2023

Board of Supervisors  
West Port Community Development District

Dear Board Members:

The Board of Supervisors of the West Port Community Development District will hold a Regular Meeting on February 14, 2023 at 12:30 p.m., at the Centennial Park Recreation Center, 1120 Centennial Boulevard, Port Charlotte, Florida 33953. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Administration of Oath of Office to Supervisors Greg Meath [SEAT 1] and Christian Cotter [SEAT 5] (*the following will be provided in a separate package*)
  - A. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees
  - B. Membership, Obligations and Responsibilities
  - C. Financial Disclosure Forms
    - I. Form 1: Statement of Financial Interests
    - II. Form 1X: Amendment to Form 1, Statement of Financial Interests
    - III. Form 1F: Final Statement of Financial Interests
  - D. Form 8B: Memorandum of Voting Conflict
4. Discussion: Increase in Non-Revolving Taxable Line of Credit
  - A. Consideration of Resolution 2023-04, Authorizing an Increase in the District's Not-to-Exceed \$500,000 Taxable Non-Revolving Line of Credit Note, Series 2022, From \$500,000 to \$600,000; Awarding the Increased Note to Synovus Bank by Negotiated Sale; Authorizing the District to Enter into a First Amendment to Line of Credit Agreement with Synovus Bank; Providing for Certain Covenants and Agreements in Connection Therewith; and Providing for Conflicts, Severability and an Effective Date
    - I. Consideration of Modified Term Sheet

**ATTENDEES:**

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

- II. Consideration of First Amendment to Line of Credit Agreement
  - B. Consideration of Closing Statement
- 5. Consideration of Rostan Solutions, LLC, Proposal for Grant Management and Debris Removal Oversight Services
  - A. Affidavit of Publication
  - B. RFP Package
  - C. Award of Contract
    - I. Agreement for Professional Services
    - II. Professional Services Task Order Number 01 - Grants Management
    - III. Professional Services Task Order Number 02 – Exigent Debris Monitoring Services
- 6. Consideration of CTC Disaster Response, Inc., Proposal for Debris Removal Services
  - A. RFP Package
  - B. Award of Contract/Agreement for Debris Removal Services
- 7. Ratification of Hurricane Ian Clean-Up Items
  - A. Onsite Industries, LLC, Invoice 006-22-327504-1 for Storm Damage Review/Repairs Street Signs
  - B. Vision Landscapes, Invoice #28306 Hurricane Ian Clean-Up
  - C. Vision Landscapes, Invoice #28307 Hurricane Ian Clean-Up
- 8. Consideration of Cove HOA Items
  - A. Quit Claim Deed (CDD to Cove HOA)
  - B. Assignment of Plat Dedication (CDD to Cove HOA)
- 9. Consideration of Easement Agreement
- 10. Consideration/Ratification of Engagement with Jere Earlywine at Kutak Rock LLP
- 11. Discussion: CDD Enforcement of Parking on CDD Roads
  - A. Consideration of Resolution 2023-05, To Designate the Date, Time and Place of a Public Hearing and Authorization to Publish Notice of Such Hearing for the Purpose of Adopting Rules Relating to Parking and Providing an Effective Date

12. Acceptance of Unaudited Financial Statements as of December 31, 2022

13. Approval of Minutes

- A. November 1, 2022 Landowners' Meeting
- B. November 15, 2022 Regular Meeting

14. Staff Reports

- A. District Counsel: *Kutak Rock LLP*
- B. District Engineer: *Morris Engineering and Consulting, LLC*
- C. Field Operations: *Evergreen Lifestyle Management, LLC*
- D. District Manager: *Wrathell, Hunt and Associates, LLC*

- NEXT MEETING DATE: March 14, 2023 at 12:30 PM

○ QUORUM CHECK

SEAT 1	GREG MEATH	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
SEAT 2	JIM MANNERS	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
SEAT 3	PAUL MARTIN	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
SEAT 4	CANDICE SMITH	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
SEAT 5	CHRISTIAN COTTER	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO

15. Board Members' Comments/Requests

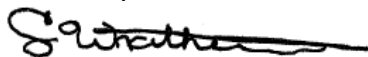
16. Public Comments

17. Adjournment

Should you have any questions or concerns, please do not hesitate to contact me directly at (561) 719-8675 or Kristen Suit at (410) 207-1802.

**FOR BOARD AND STAFF TO ATTEND BY TELEPHONE**  
**CALL-IN NUMBER: 1-888-354-0094**  
**PARTICIPANT PASSCODE: 943 865 3730**

Sincerely,



Craig Wrathell  
 District Manager

# **WEST PORT**

**COMMUNITY DEVELOPMENT DISTRICT**

**4**

<b>VENDOR</b>	<b>DESCRIPTION</b>	<b>AMOUNT</b>
O'Donnell Landscape	Irrigation Troubleshooting & Install	\$4,112.50
O'Donnell Landscape	Landscape Restoration	\$58,022.50
Vision Landscape	Hurrican Clean-up & Disposal	\$7,264.58
Strak Sullen Grading	Hurrican Clean-up & Disposal	\$130,326.30
Rostan Solutions- Grant Mgmt.	Consulting Services NOT TO EXCEED	\$25,000.00
Rostan Solutions- Debris Mgmt.	Consulting Services NOT TO EXCEED	\$25,000.00
REP Services	Demolition & Replacement Shade	\$59,864.60
Gate Pro	Fence Repair	\$18,950.00
Onsight Industries	Street Signs Replacement	\$109,618.25
Onsight Industries	Street Signs Repairs	\$285.00
Onsight Industries	Storn Damage Replacements	\$12,471.05
Onsight Industries	Builder Signage Straightening	\$3,200.00
Onsight Industries	Review/Repair Street Signs (Evaluate Sign Damage & Remove Signs)	\$1,590.00
Greenspoon Marder LLP & Synovus Bank	LOC Legal Expenses/ Bank Fees	\$13,500.00
Greenspoon Marder LLP & Synovus Bank	LOC Amendment Legal Expenses/ Bank Fees	\$2,800.00
Vision Landscape	Hurrican Clean-up Buttonwood & Back of Palms	\$7,252.00
Vision Landscape	Hurrican Clean-up Natural Preserve North Side & South Side of Hammocks	\$14,599.25
CTC Disaster Response	Debris Removal NOT TO EXCEED	<u>\$63,135.00</u>
<b>TOTAL</b>		<b>\$556,991.03</b>

# **WEST PORT**

**COMMUNITY DEVELOPMENT DISTRICT**

**4A**



**RESOLUTION NO. 2023-04**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WEST PORT COMMUNITY DEVELOPMENT DISTRICT; AUTHORIZING AN INCREASE IN THE DISTRICT'S NOT-TO-EXCEED \$500,000 TAXABLE NON-REVOLVING LINE OF CREDIT NOTE, SERIES 2022, FROM \$500,000 TO \$600,000; AWARDED THE INCREASED NOTE TO SYNOVUS BANK BY NEGOTIATED SALE; AUTHORIZING THE DISTRICT TO ENTER INTO A FIRST AMENDMENT TO LINE OF CREDIT AGREEMENT WITH SYNOVUS BANK; PROVIDING FOR CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; AND PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.**

**WHEREAS**, the Board of Supervisors of the West Port Community Development District (the "District") previously issued its Not-to-Exceed \$500,000 Taxable Non-Revolving Line of Credit Note, Series 2022 (the "Note"); and

**WHEREAS**, the District has determined that it is in its best interest to increase the maximum amount that can be drawn under the Note from \$500,000 to \$600,000; and

**WHEREAS**, Synovus Bank, the purchaser of the Note, has submitted a Term Sheet to the District dated October 19, 2022 and modified February 2, 2023, to provide such increase, which is attached hereto as Exhibit "A" (the "Modified Term Sheet"); and

**WHEREAS**, the acceptance of Modified Term Sheet is in the best interest of the District; and

**WHEREAS**, the District desires to approve the forms of First Addendum to Note and First Amendment to Line of Credit Agreement pursuant to which the increase in the maximum amount that can be drawn under the Note from \$500,000 to \$600,000 will be provided.

**BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE WEST PORT COMMUNITY DEVELOPMENT DISTRICT THAT:**

**1. INCORPORATION OF RECITALS.** The recitals set forth are true and correct and form a part of this Resolution.

**2. AUTHORITY.** This Resolution is adopted pursuant to the provisions of Chapter 190, Florida Statutes, the Enabling Ordinance and other applicable provisions of law.

**3. DEFINITIONS.** Terms used herein and not otherwise defined herein shall have the meaning ascribed to such terms in Resolution No. 2023-03, adopted by the District on November 15, 2022.

**4. AUTHORIZATION AND DESCRIPTION OF FIRST ADDENDUM TO NOTE.** Subject and pursuant to the provisions of this Resolution, the maximum amount that can be drawn under the Note is increased from \$500,000 to \$600,000. In connection therewith, the District approves the form of First Addendum to Note (the "First Addendum to Note") attached as Exhibit "A" to the herein described First Amendment to Line of Credit Agreement.

The First Addendum to Note shall be dated the date of its execution and delivery and shall increase the maximum amount that can be drawn under the Note from \$500,000 to \$600,000, as shall be set forth in the final First Amendment to Line of Credit Agreement, the approval of such amount to be conclusively evidenced by the Chair's execution of the First Amendment to Line of Credit Agreement. The First Addendum to Note shall be executed on behalf of the District with the manual signature of the Chair and

attested by the manual signature of the Secretary and the said Chair and Secretary are hereby authorized to respectively execute and attest the Note on behalf of the District.

Because of the characteristics of the First Addendum to Note, prevailing market conditions, and additional savings to be realized from an award of the First Addendum to Note by negotiated sale, it is in the best interest of the District to award the First Addendum to Note to the Lender by negotiated sale in substantial accordance with the Modified Term Sheet; provided, however, that the provisions of this Resolution and the First Amendment to Line of Credit Agreement shall control to the extent of any conflict with the Modified Term Sheet.

Prior to the issuance of the First Addendum to Note the District shall receive from the Lender a disclosure statement containing the information required by Section 218.385, Florida Statutes.

**5. FIRST AMENDMENT TO LINE OF CREDIT AGREEMENT.** Notwithstanding any other provision hereof, the First Addendum to Note shall not be issued nor shall the District be obligated to issue the same nor shall the Lender be obligated to purchase the same, unless and until the District and the Lender shall execute the First Amendment to Line of Credit Agreement in substantially the form attached hereto as Exhibit “B” (the “First Amendment to Line of Credit Agreement”), together with such changes as shall be approved by the Chair, such approval to be conclusively evidenced by the execution thereof by the Chair. The First Amendment to Line of Credit Agreement shall be executed on behalf of the District with the manual signature of the Chair, attested with the seal of the District and by the manual signature of the Secretary.

**6. LIMITED OBLIGATION.** The First Addendum to Note, when delivered by the District pursuant to the terms hereof and of the First Amendment to Line of Credit Agreement, shall not be or constitute a general obligation or indebtedness of the District, Charlotte County, Florida or the State, or any political subdivision thereof, within the meaning of any Constitutional, statutory or other limitation of indebtedness, but shall be a special obligation of the District payable from and secured solely by the Pledged Revenues as herein, in the First Addendum to Note and in the First Amendment to Line of Credit Agreement provided. Any agreements or representations herein or contained in the First Addendum to Note or the First Amendment to Line of Credit Agreement do not and shall never constitute or give rise to any personal or pecuniary liability or charge against the general credit of the District, and in the event of a breach of any agreement, covenant, or representation, no personal or pecuniary liability or charge payable directly or indirectly from any revenues of the District other than the Pledged Revenues shall arise therefrom. No Owner shall ever have the right to compel the exercise of the taxing power of the District to pay the Note as amended by the First Addendum to Note or the interest thereon, or to make any other payments provided for in this Resolution, or be entitled to payment of such principal and interest from any funds other than those pledged herein for such purpose. The Note, as amended by the First Addendum to Note, shall not constitute a lien upon any of the facilities of the District.

**7. AMENDMENT.** This Resolution amends Resolution No. 2023-03, adopted by the Board of Supervisors of the District on November 15, 2022, for the sole purpose of increasing the maximum amount that can be drawn under the Note from \$500,000 to \$600,000. This Resolution shall not be modified or amended in any respect subsequent to the issuance of the First Addendum to Note without the written consent of the Owner.

**8. LIMITATION OF RIGHTS.** With the exception of any rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Resolution or the First Addendum to Note is intended or shall be construed to give to any Person other than the District and the Owner any legal or equitable right, remedy or claim under or with respect to this Resolution or any covenants, conditions and provisions herein contained; this Resolution and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the District and the Owner.

**9. APPLICABLE PROVISIONS OF LAW.** This Resolution shall be governed by and construed in accordance with the laws of the State.

**10 CAPTIONS.** The captions and headings in this Resolution are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Resolution.

**11. ADDITIONAL AUTHORIZATION.** The Chair, the Secretary, and all other Supervisors, officers and staff of the District are hereby authorized and directed to take all actions necessary or desirable in connection with the issuance and delivery of the First Addendum to Note, and final levy of the Assessments, and the consummation of all transactions in connection therewith, including the execution of all certificates, documents, papers, notices, and agreements necessary to the undertaking and fulfillment of all transactions referred to in or contemplated by the this Resolution. The Vice Chair is hereby authorized to act in the stead of the Chair in any undertaking authorized or required of the Chair hereunder, and in the absence of the Chair and Vice Chair, any other member of the District's Board of Supervisors is so authorized, and any Assistant Secretary is hereby authorized to act in the stead of the Secretary in any undertaking authorized or required of the Secretary hereunder.

**12. CONFLICTS.** This Resolution shall be construed to the maximum extent possible to give full force and effect to its provisions. All District resolutions or parts thereof in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed.

**13. SEVERABILITY.** If any section or part of a section of this Resolution is declared invalid or unconstitutional, the validity, force and effect of any other section or part of a section of this Resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this Resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.

**14. EFFECTIVE DATE.** This Resolution shall become effective upon its adoption.

[CONTINUED ON NEXT PAGE]

**APPROVED and ADOPTED** this 14th day of February, 2023.

**ATTEST:**

**WEST PORT COMMUNITY  
DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
Chair, Board of Supervisors

(SEAL)

Exhibit A; Modified Term Sheet  
Exhibit B: First Amendment to Line of Credit Agreement

# **WEST PORT**

**COMMUNITY DEVELOPMENT DISTRICT**

**4A1**



Government Banking Solutions

October 19, 2022 – Modified February 2, 2023

West Port Community Development District  
Attn: Craig Wrathell – Managing Member  
Wrathell, Hunt & Associates  
2300 Glades Road, Suite 410W  
Boca Raton, FL 33431

*Re: Non-Revolving Taxable Line of Credit – West Port Community Development District*

Synovus Bank ("Lender" and/or "Synovus") is pleased to consider a financing arrangement (the "Facility") for the West Port Community Development District, the basic terms and conditions of which are set forth below. This financing proposal is not exhaustive, and the credit facility is subject to other terms and conditions normally required by Synovus for similar transactions. The proposed Facility is subject to the satisfactory completion of Synovus's customary due diligence, underwriting and receipt of credit approval. This letter is not a Commitment to lend.

*Borrower:* West Port Community Development District, (the "District")

*Facility:* Taxable Drawdown Note – *with 24 month Drawdown*

*Amount:* \$600,000 – *Modified with an increase of \$100,000*

*Purpose:* Hurricane Ian recovery needs within the District.

*Collateral:* Security for the Line of Credit will be Operation and Maintenance Non Ad Valorem Assessments levied by the District upon lands within the District – collectively, the "Assessments". Secondary lien will be on FEMA and State of Florida reimbursements.

*Repayment:* Monthly interest payments due on the first of each month, commencing 12 months after closing. Interest will accrue the first 12 months. The District reserves the right to prepay principal at any time.

Principal will be due on the first of each month after the drawdown period is over, commencing 24 months after closing until Final Maturity. Interest will be calculated on the basis of a 360-day year comprised of twelve 30-day months.

Require pre payment within 30 days of receipt of reimbursement from FEMA and/or State of Florida.

*Maturity:* Five years from the date of closing. District able to drawdown the first 24 months for project costs. No drawdowns will be available after the 24 month time period.

*Interest Rate:* The taxable interest rate will be fixed at **6.95 percent** at closing. The rate will be held until March 1, 2023. In the event the closing is delayed past that date, the rates will be reset three days prior to the scheduled closing and will equal the prevailing Five (5) Year Treasury Constant Maturity plus 270 basis points with a floor of **6.95 percent**. This rate will be fixed until Final Maturity – 5 years from Closing Date.

The Treasury Constant Maturity will be as published by the Federal Reserve located via the internet at

*Pre-payment:* The District may prepay and redeem the Note, in whole or part, at any time or from time to time, without penalty or premium, by paying to the Bank all or a part of the principal amount of the Note to be repaid, together with the unpaid interest accrued on the amount of principal so prepaid to the date of such prepayment. Each prepayment and redemption of such Notes shall be made on such date and in such principal amount as shall be specified by the District in a written notice delivered to the Bank not less than ten days prior thereto specifying the principal amount to be prepaid and the date of such prepayment.

*Late Charge:* If any payment due the Bank is more than fifteen (15) days overdue, a late charge of six percent (6%) of the overdue payment shall be assessed.

*Commitment Fee:* Commitment Fee of .30% of loan amount.

*Other Fees And Costs:* The Bank's legal counsel will provide documentation associated with this transaction. Documentation will be subject to the review and approval of the Lender. The Borrower agrees to pay all legal fees and expenses of the Lender associated with the review and closing of this transaction, which costs may be paid with proceeds of the Loan. Legal costs shall be capped at no more than \$2,500. The Bank's legal counsel for proposed transaction will be Greenspoon Marder Law.

*Affirmative Covenants:* For so long as any of the principal amount of or interest on the proposed Line is outstanding or any duty or obligation of the District contemplated under the proposed Line remains unpaid or unperformed, the District covenants to the Bank as follows:

- 1) *Payment* – the District shall pay the principal of and interest on the proposed Line at the time and place and in the manner provided in the Line.
- 2) *Notice of Defaults* – the District shall within ten days after it acquires knowledge thereof, notify the Bank in writing upon the happening, occurrence, or existence of any Event of Default, and any event or condition which with the passing of time or giving of notice, or both, would constitute an Event of Default, and shall provide the Bank with such written notice, a detailed statement by a responsible officer of the District of all relevant facts and the action being taken by the District with respect thereto.
- 3) *Records* – the District agrees that any and all records of the District related to the Line shall be open to inspection by the Bank, or its representatives at all reasonable times at the office of the District.
- 4) *Maintain Existence* – The District will take all reasonable legal action within its control in order to maintain its existence as a municipality of the State, and shall not voluntarily dissolve.
- 5) *Notice of Liabilities* – the District shall promptly inform the Bank in writing of any actual or potential contingent liabilities or pending or threatened litigation of any amount that could reasonably be expected to have a material and adverse effect upon the financial condition of the District or upon the ability of the District to perform its obligation under the proposed Line.
- 6) *Insurance* – The District shall maintain such liability, casualty, and other insurance as is reasonable and prudent for a similarly situated District and shall upon request of the Bank, provide evidence of such coverage to the Bank.
- 7) *Comply with Laws* – the District is in compliance and shall comply with all applicable federal, state, and local laws and regulatory requirements.
- 8) *Books and Records* – Books and records of the District shall be kept in which complete and correct entries shall be made, in accordance with generally accepted accounting principles.

- 9) *Financial Reporting* – Within 270 days after the end of each fiscal year, the District shall provide a copy of the District’s financial statements audited by a firm of independent certified public accountant and accompanied by an audit opinion of such accountants without qualification. In addition, the District shall provide within 60 days of adoption, a copy of the annual budget.
- 10) *Annual Budget* – The District shall provide the Bank with a copy of its annual budget for each fiscal year no later than 45 days after the commencement thereof. The budget shall specifically detail the Assessments and any other special assessments to be levied by the District with respect to such fiscal year and use of the proceeds thereof.
- 11) *Assessment Records* – The District shall maintain records with respect to the Assessments which shall be updated as Assessments are collected. The records shall detail Assessments (i) levied to date on a parcel-by-parcel basis, and (ii) collected to date. An annual report setting forth the foregoing information will be provided to the Bank at such times, and in such format as the Bank may reasonably request. Upon the occurrence of an Event of Default, the District will, upon request of the Bank, engage the services of a consultant reasonably acceptable to the Bank to assist the District in levying the Assessments until such time as the default is cured.
- 12) *Assessment Roll* – Commencing with the tax roll adopted during the year 2023, the District shall provide to the Bank the certified assessment roll detailing the Assessments, if any, to be imposed for each tax year within 30 days of the date such roll becomes available.
- 13) *Maintenance of Improvements* – All Improvements are and will be owned by the District or another political subdivision of the State of Florida and all Improvements shall be available for use by the general public on the same basis, subject only to conditions imposed by the District or another political subdivision of the State of Florida as may be necessary to protect the health safety and general welfare of the District and its inhabitants, visitors, property owners and workers or to protect such Improvements from drainage, misuse or destruction. The District shall observe and perform all of the terms and conditions contained in the Act, and shall comply with all valid acts, rules, regulations, orders and directions of any legislative, executive, administrative or judicial body applicable to the Improvements. The district shall levy assessments as shall be necessary to provide for the maintenance of the Improvements.

*Negative Covenants:*

For so long as any of the principal amount of or interest on the proposed Note is outstanding or any duty or obligation of the District under the proposed Note remains unpaid or any obligation of the District under any of the Bond Documents remain unpaid or unperformed, that:

- 1) *No Amendments.* The District shall not take any action impairing the authority thereby or hereby given with respect to the imposition of the Assessments, or the payment of the Note, without prior written approval of the Bank which shall not be unreasonably withheld.
- 2) *No Liens.* The District shall not create or permit any pledge, assignment, mortgage or lien on the Assessments or the Improvements other than pursuant to the Note Documents.
- 3) *Disposition of Assets.* The District shall not dispose of any of the Improvements other than in the ordinary course of business.
- 4) *Loans.* The District shall not loan money or make advances or other extensions of credit to other persons or entities except in the normal course of the District’s Operations.

*Assessments:*

1. *Limited Obligation.* The District promises that it will promptly pay the principal of and interest on the Note(s) at the place, on the dates and in the manner provided therein according to the true intent and meaning hereof and thereof; provided that the principal of and interest on the Note(s) is payable solely from and secured solely by the Assessments, and nothing in the Note(s) or in the Note Resolution shall be construed as pledging any other funds or assets of the District to such payment or authorizing such payment to be made from any other source. The District is not and shall not be liable for the payment of the principal of and interest on the Note or for the



performance of any pledge, obligation or agreement for payment undertaken by the District hereunder from any property other than the Assessments. The Bank shall not have any right to resort to legal or equitable action to require or compel the District to levy and collect any tax or special assessment or to keep any tax or special assessment in force, except for the Assessments, to pay principal or interest on the Note.

2. *Pledge of Assessments.* The principal of and interest on the Note shall be payable from and secured by a lien upon the Assessments. The District will grant a security interest in favor of the Bank in the Assessments.
3. *Levy of Assessments.* The District will levy and assess Assessments upon the benefitted lands within the District in accordance with the Act and the Assessment Resolutions, in amounts and at the times and subject to the limitations set forth in the Assessment Resolutions and in the Act, that are sufficient to pay the costs of operation and maintenance of the District facilities in accordance with the Act, including the principal of and interest on the Note as herein provided. The District shall utilize the uniform method for the collection of the Assessments as authorized by Section 197.3632, Florida Statutes. The District will take all necessary steps to levy and collect Assessments in an amount sufficient to pay the principal and interest of the Note when due.
4. *Use of Assessments.* The District will use the proceeds of Assessments only for purposes permitted by the Act, including to pay principal of and interest on the Note and Collection Costs.

*Events of  
Default:*

An Event of Default shall be deemed to have occurred under this Agreement, if:

- 1) The District shall fail to make any payment of the principal and interest on the Note after the same shall become due and payable.
- 2) The District shall default in the performance of or compliance with any term or covenant contained in the Line Documents, which default or noncompliance shall continue and not be cured within thirty days after (i) notice thereof to the District by the Bank, or (ii) the Bank is notified of such noncompliance or should have been notified, whichever is earlier.
- 3) Any representations or warranty made in writing by or on behalf of the District in any Line Documents shall prove to have been false or incorrect in any material respect on the date made or reaffirmed.
- 4) Any act of bankruptcy or the rearrangement, adjustment or readjustment of the obligations of the District under the provisions of any bankruptcy or moratorium laws or similar laws relating to or affecting creditor's rights.
- 5) Failure of the District to promptly remove any execution, garnishment or attachment of such consequence as will materially impair its ability to carry out its obligations under the Line Documents.
- 6) A judgement or order shall be rendered against the District for payment of money in excess of \$250,000 and such judgement or order shall continue unsatisfied or unstayed for a period of more than 30 days. However, if the District is diligently pursuing a remedy, then the cure period is extended to 90 days.

*Consequences*

*Of Default:* The interest rate may increase to the maximum lawful rate

*Other Conditions:*

- No Material Adverse Change to the Borrower prior to closing.
- The implementation of certain terms, conditions, covenants or other non-material changes to the proposed Credit Accommodation required as part of the Bank's formal credit approval shall be deemed an approval in substantially the form outlined in this proposed Credit Accommodation.
- An Opinion of Counsel to the District with respect to the due organization and creation of the District, the District's authority under Chapter 190, F.S. to levy and impose assessments, and the District's authority to enter into the Loan Documents.
- All legal matters and documentation to be executed in connection with the contemplated proposed Credit Accommodation shall be satisfactory in form and substance to the Bank and counsel to the Bank.
- The Bank shall not be required to enter into the proposed Credit Accommodation until the completion of all due diligence inquiries, receipt of approvals from all requisite parties and the execution and receipt of all necessary documentation reasonably acceptable to the Bank and its counsel. The Bank complies with the US Patriot Act of 2001 (the "Act"), including, but not limited to; those sections relating to customer identification, monitoring and reporting of suspicious activities, and the prevention of money laundering. This Act mandates that we verify certain information about the borrower and any guarantor while processing the Credit Accommodation request. Furthermore, certain assumptions are made for this proposal which, if altered, could affect the overall credit approval and or the terms of the proposed Credit Accommodation.

*Waiver of Jury  
Trial:*

District and Bank knowingly, intentionally and voluntarily waive any right which any of them may have to a trial by jury in connection with any matter directly or indirectly relating to any Bond document executed in connection herewith or any other matter arising from the relationship between Bank and District.

Synovus appreciates the opportunity to submit this Proposal and looks forward to your favorable response. Please understand that this letter is not a formal commitment to extend a loan by the Lender, or any of its affiliates, but is merely intended for discussion purposes only in order to provide you with the basic terms and conditions of our proposal, which are outlined above. The terms and conditions contained within this proposal are in effect for 90 days from the date of this letter. Formal credit approval will take approximately 10 working days from receipt of signed commitment letter. If you have any questions or need additional information, please do not hesitate to contact us at the numbers below.

Sincerely,



Andy LaFear  
Government Banking Solutions  
7768 Ozark Drive, Suite 100  
Jacksonville, Florida 32256  
(904) 347-7068  
[andylafear@synovus.com](mailto:andylafear@synovus.com)

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Agreed to and accepted this \_\_\_\_ day of \_\_\_\_\_, 2023.

**BORROWER: West Port Community  
Development District**

By: \_\_\_\_\_

# **WEST PORT**

**COMMUNITY DEVELOPMENT DISTRICT**

**4A11**

## **FIRST AMENDMENT TO LINE OF CREDIT AGREEMENT**

This First Amendment to Line of Credit Agreement made and entered into as of February \_\_, 2023, by and between the West Port Community Development District, an independent special district organized pursuant to and in accordance with Chapter 190, Florida Statutes, and its successors and assigns (the “District”) and Synovus Bank, and its successors and assigns as holder of the hereinafter described Note (the “Lender”), amending that certain Line of Credit Agreement between the District and the Lender dated November 17, 2022 (the “Line of Credit Agreement”).

**WHEREAS**, the Lender and the District previously entered into the Line of Credit Agreement, pursuant to which the District issued its Not-to-Exceed \$500,000 Taxable Non-Revolving Line of Credit Note (the “Note”) to finance the “Projects,” as defined in the Line of Credit Agreement; and

**WHEREAS**, the District has requested that the Lender increase the maximum amount that can be drawn under the Note from \$500,000 to \$600,000, and the Lender has agreed to such request; and

**WHEREAS**, the Board of Supervisors of the District, on February 14, 2023, adopted Resolution No. 2023-04 (the “Amending Resolution”), authorizing the District to increase the maximum amount that can be drawn under the Note from \$500,000 to \$600,000; and

**WHEREAS**, in connection therewith, the District shall execute a First Addendum to Note (the “First Addendum to Note”) in the form attached as Exhibit “A” hereto.

**NOW, THEREFORE**, the parties hereto, intending to be legally bound hereby and in consideration of the mutual covenants hereinafter contained, DO HEREBY AGREE as follows:

### **SECTION 1. AMENDMENT TO LINE OF CREDIT AGREEMENT.**

A. The Line of Credit Agreement is hereby amended to replace \$500,000 with \$600,000 every place that \$500,000 now appears, and thus the maximum amount that can be drawn under the Note is increased from \$500,000 to \$600,000.

**SECTION 2. APPROVAL OF FIRST ADDENDUM TO NOTE.** The District approves and authorizes the execution of the First Addendum to Note in the form attached hereto as Exhibit “A.” The First Addendum to Note shall modify the Note consistent with the changes to the Line of Credit Agreement made by this Agreement. The First Addendum to Note shall be executed in the manner provided in Section 4 of the Amending Resolution, and shall be affixed to the Note.

**SECTION 3. AGREEMENT AND NOTE TO REMAIN IN FULL FORCE AND EFFECT.** The Line of Credit Agreement and Note shall remain in full force and effect, as amended hereby.

**SECTION 4. LENDER CONSENT. TO AMENDMENT OF RESOLUTION NO. 2023-03.** By entering into this First Amendment to Line of Credit Agreement, the Lender expresses its consent to the amendment of the District’s Resolution No. 2023-03 by the Amending Resolution.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement to be effective between them as of the date first set forth above.

**WEST PORT COMMUNITY DEVELOPMENT DISTRICT**

(SEAL)

\_\_\_\_\_  
Chair, Board of Supervisors

ATTEST:

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

**SYNOVUS BANK**

By: \_\_\_\_\_

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

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

EXHIBIT A

FORM OF FIRST ADDENDUM TO NOTE

REGISTERED  
No. R- 1

REGISTERED  
Not to exceed  
\$600,000 (as modified)

UNITED STATES OF AMERICA  
STATE OF FLORIDA  
WEST PORT COMMUNITY DEVELOPMENT DISTRICT  
TAXABLE NON-REVOLVING LINE OF CREDIT NOTE, SERIES 2022

The Taxable Non-Revolving Line of Credit Note, dated November 17, 2022 (the "Note") issued by the West Port Community Development District (the "District") and held by Synovus Bank (the "Bank"), is modified to increase the maximum amount that can be drawn under the Note from \$500,000 to \$600,000.

IN WITNESS WHEREOF, the West Port Community Development District has caused this First Addendum to Note to be executed by the manual signature of the Chair of its Board of Supervisors Mayor and attested by the manual signature of its Secretary and its corporate seal or a facsimile thereof affixed hereto, all as of this \_\_\_\_ day of February, 2023.

**WEST PORT COMMUNITY DEVELOPMENT  
DISTRICT**

(SEAL)

\_\_\_\_\_  
Chair, Board of Supervisors

ATTEST:

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

Consented to this \_\_\_\_ day of February, 2023

**SYNOVUS BANK**

By: \_\_\_\_\_

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

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

# **WEST PORT**

**COMMUNITY DEVELOPMENT DISTRICT**

# **4B**



**CLOSING STATEMENT**

For: West Port Community Development District

Date: February 14, 2023

Re: Increase of West Port Community Development District,  
Taxable Non-Revolving Line of Credit Note, Series 2022 (the  
“Note”) from \$500,000 to \$600,000

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West Port Community Development District (the “District”) directs Synovus Bank (the “Bank”) to disburse proceeds of an advance on the Note of \$\_\_\_\_\_ as follows:

1. Retain the Bank’s \$300.00 commitment fee;
2. pay the fees of Greenspoon Marder LLP, counsel to the Bank, in the amount of \$\_\_\_\_\_, in accordance with instructions provided to the Bank by Greenspoon Marder LLP

The District shall be responsible for the payment of its own fees and costs in connection with the increase, including the fees of Kutak Rock LLP, counsel to the District.

THE UNDERSIGNED agrees to the correctness hereof and authorizes and agrees to fund the loan costs and disbursements shown above. If the amount collected for anticipated expenses is insufficient, the undersigned agrees to pay any deficiency. The District acknowledges that, although the fees paid to Greenspoon Marder LLP, as shown herein, are being paid by the District, said law firm has performed the services on behalf of the Bank and does not and has not represented the District in this transaction.

[Remainder of page intentionally left blank]

Approved to be effective as of this 14th day of February, 2023.

WEST PORT COMMUNITY DEVELOPMENT DISTRICT

By: \_\_\_\_\_  
Candice Smith, Chairperson  
Board of Supervisors

# **WEST PORT**

**COMMUNITY DEVELOPMENT DISTRICT**

**5**



# GRANT MANAGEMENT AND DEBRIS REMOVAL OVERSIGHT SERVICES



Request for Proposals | January 11, 2023



## GRANT MANAGEMENT AND DEBRIS REMOVAL OVERSIGHT SERVICES FOR WEST PORT CDD

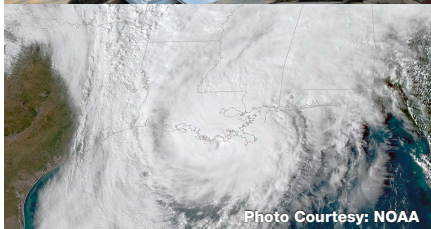


Photo Courtesy: NOAA



### SUBMITTED BY

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

8282 Goodwood Boulevard

Suite W6

Baton Rouge, LA 70806

Kyle Jones, Vice President

Phone: 225.202.3637

Fax: 813.333.7330

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

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





January 11, 2023

West Port Community Development District  
Attn: Kristen Suit  
2300 Glades Road, Suite 410W  
Boca Raton, Florida 33431

**Re: RFP — Grant Management and Debris Removal Oversight Services**

Dear Ms. Suit and Selection Committee Members,

Rostan Solutions, LLC (Rostan) is pleased to submit to you for consideration our response to *RFP — Grant Management and Debris Removal Oversight Services*, published by the West Port Community Development District (District). Rostan is a Florida-based FEMA consulting firm that specializes in disaster recovery and program management services. Our primary focus is centered around our speed and accuracy in obtaining federal funding for our clients. We recognized early on the countless moving parts of a recovery effort that a local government bears, and we take pride in helping our clients navigate and overcome the complex challenges of recovery to emerge with greater resilience, strengthened infrastructure, and broader economic stability.

Based on our demonstrated experience with the District since October, we understand that the District is seeking ‘cradle to grave’ disaster grant and program management consulting services for FEMA’s Programs. *This being recognized, and in an effort to showcase our true understanding of the District’s current and future needs, Rostan is bringing forth our team of professionals that is intimately familiar with local governments, and more specifically with FEMA’s Public Assistance, Hazard Mitigation Grant Program, and Non-Disaster Funding Programs related to local governments.* Our Team will continue to **DELIVER** results and provide immediate **DIRECTION** for the District throughout its entire recovery process.

**Our recommended approach is based on our extensive disaster recovery experience working with FEMA Applicants in Florida; our unrivaled intuitional knowledge of the Florida Division of Emergency Management’s (FDEM’s) Recovery Operation and Personnel; our working relationships with FEMA Region 4, and our comprehensive understanding of the requirements described in the RFP.** We believe, however, that this recommended approach, will yield the District greater results, and will bode well for a more efficient and effective recovery program.

## PHILOSOPHY

Our philosophy for providing successful disaster recovery programs remains simple. Provide credentialed personnel that stay with our clients through closeout; Leverage our close relationships with FDEM and FEMA Region 4 to yield results; Lead and provide sound direction to navigate our clients’ recovery efforts; and Deliver maximized funding results that align with the long-term vision of our clients.

Specific to the District’s requirements, Rostan possesses decades of quality experience providing disaster recovery services for program and grant administration to local governments. We understand the ultimate

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scope of services for financial recovery that are being requested by the District, and we are offering an approach that highlights our keen understanding of the District's true needs:

- Have Rostan serve as the primary Point of Contact for the District on FEMA and FDEM correspondence. Serve as the FEMA Consulting Team manager to manage all Program Management elements for an effective FEMA Public Assistance cost recovery program and have costs attributed to Program Management costs that will be needed as part of this project. This action will involve **CLOSE** and **TRANSPARENT** coordination with FDEM to showcase the cost savings of utilizing a firm familiar with the District's assets and damaged elements, and more importantly, a firm with a keen understanding of the Public Assistance Program.
- Have Rostan's Consulting Team manage the Grant Administration and FEMA Program technical elements (428, 406, 50/50, Consensus based codes) for costs incurred primarily under the Management Costs Policy and serve as the District's FEMA/ FDEM Liaison and Technical Subject Matter Expert for all eligibility issues. This action will involve **CLOSE** and **TRANSPARENT** coordination with FDEM to showcase the cost savings of utilizing a firm familiar with the District's assets and damaged elements.

## DELIVERING RESULTS

Rostan has developed, implemented, and managed FEMA projects in 14 states and two US territories in Regions II, III, IV, VI, VII, VIII, & IX spanning more than 60 years and recovering more than \$5 billion since 2006.

*What we address in our proposal is critical—speed, solid process delivery, and a well-organized, efficient management team.* Beyond the specific requirements, and as displayed throughout our submission, the Rostan Team offers:

- **Demonstrated and Extensive FEMA Public Assistance (PA) and Infrastructure Project Experience** — We are recovery leaders with decades of PA expertise and eligibility experience with infrastructure projects at both the subgrantee and grantee levels, including specialized knowledge and capabilities surrounding municipalities. The Rostan Team is local and intimately familiar with the District. We are ready to mobilize as needed to provide quality consulting services upon notice to proceed.
- **Demonstrated and Trusted Advisors with a substantial footprint in the State of Florida** — Our dedicated team offers the District exceptional FEMA PA technical expertise and proven performance through trusted key personnel. Our Team's unrivaled engineering experience with the District and the FEMA PA expertise will help the District achieve the best outcomes for their recovery effort.
- **Demonstrated and Professional Collaboration with All Stakeholders** — By working collaboratively with internal and external stakeholders, our objective is to avoid delays, maximize eligible funding, and avoid appeals. Our staff has years of prior experience working directly with FDEM and FEMA. This key experience will prove invaluable to the District's recovery.
- **A Demonstrated Cadre of Subject Matter Experts** — In addition to our key staff, we have a cadre of additional subject matter experts available for remote consultation or deployment to the project within hours as needed. Our cadre previously supported recovery on dozens of disasters in nearly every role at the local, state, and federal level.

By selecting our team, we will continue to build upon the success that has been made and we will help lay the foundation for a successful recovery, ensuring that the District continues to maximize grant funding opportunities while achieving compliance through complex regulations. We are proud to submit this response and are looking forward to working with District and State leadership to have the District remain at the forefront of FDEM and FEMA Region 4's attention, similarly to how we have assisted all our clients.

## CUTTING EDGE DEBRIS MONITORING TECHNOLOGY



In 2006 following Hurricane Katrina, Rostan developed HaulPass®, the first Automated Debris Management System (ADMS) in the industry. HaulPass® was quickly adopted as a modern and viable replacement for the load ticketing process typically associated with debris monitoring. For several years HaulPass® remained at the forefront of the debris monitoring industry as competitors were slow to adopt similar technologies. In 2018, after more than a decade in service and deployment on more than 100 debris monitoring projects, HaulPass® underwent extensive redevelopment to capitalize on emerging technologies and to move to a new operating platform. Rostan has invested nearly \$2 million dollars in HaulPass® in the last three years and is continually developing new features to remain at the forefront of the ADMS industry. *Since HaulPass® was developed, we have never delayed a recovery effort, stopped work, or been forced to use another data collection method due to resource capacity, data integrity, or hardware issues.*

## POINT OF CONTACT

I will continue to serve as the primary liaison for the District regarding this project effort, including contractual requirements and technical clarifications. I can be reached through the points of contact below:

PRIMARY CLIENT CONTACT	
NAME	Kyle Jones
TITLE	Principal/Vice President
ADDRESS	3433 Lithia Plnecrest Road, Suite 287 Valrico, Florida 33596
PHONE	225-202-3637
FAX	813-333-7330
EMAIL	kjones@rostan.com

In closing, this letter serves as confirmation of our commitment to provide the services requested in a timely manner. We look forward to your favorable response to our proposal and to continue working with the District towards an expedited and successful recovery. If you should have any questions or require any additional information, please do not hesitate to contact us. We appreciate your fair consideration and welcome the opportunity to demonstrate why Rostan is a preferred provider of disaster-related consulting and debris monitoring services.

Very truly yours,

Kyle Jones, CEM  
Principal/Vice President  
Rostan Solutions, LLC



## 1.1 ROSTAN TEAM PROFILE

### ROSTAN SOLUTIONS, LLC



Rostan Solutions, LLC (Rostan) is a consulting firm that specializes in disaster recovery services and is a nationally recognized firm through GOVCIO Outlook Magazine with a thorough knowledge of both State and Federal regulations pertaining to disaster recovery management, Federal Emergency Management Agency (FEMA) Public Assistance, CARES Act funding, and mitigation funding programs. Rostan also has proven success in managing recovery programs and meeting complex documentation and records requirements on behalf of local governments for FEMA reimbursement for all relevant public assistance categories for more than a decade. Rostan's key disaster management personnel harness more than 150 years of combined experience with disaster recovery programs resulting from natural and man-made disasters.

Rostan traces its origins to Malcolm Pirnie, Inc. (Malcolm Pirnie). In response to increasing client interest, in 2004 Malcolm Pirnie developed an emergency planning and disaster recovery management practice to assist its clients in addressing their disaster management needs. In 2006, Malcolm Pirnie created Rostan as a wholly-owned subsidiary. In 2009, Malcolm Pirnie merged with Arcadis-US, Inc. (Arcadis) and Malcolm Pirnie became a wholly-owned subsidiary of Arcadis. In 2013, Arcadis divested Rostan, and Rostan became an independent, privately-owned small business whose principal partners led the original development of the company while with Malcolm Pirnie in 2004.



Rostan has a history of providing expert, efficient service. Our approach does not require large teams of personnel, nor do we expect to replace the effective roles of the local, state, and federal partners in the recovery process. Our approach is to provide a resource of expertise and experience to ensure that the recovery process is effective, and the pursuit of federal assistance results in the client being made whole. Rostan is not just a program expert, although our expertise in the federal disaster recovery programs is comprehensive. Rostan also brings the expertise of infrastructure and environmental concerns. We have the ability to engage leading experts to ensure that all aspects of the recovery and mitigation process are effective. Rostan has worked on many projects and understands the unique issues and concerns that the District must address during disaster recovery. Our expertise also includes insurance coverage for post disaster risk. Rostan does not practice as a public adjuster, however we have worked with a host of public adjusters and insurance companies during incident recovery. Our experience allows us to pursue all options for funding assistance.

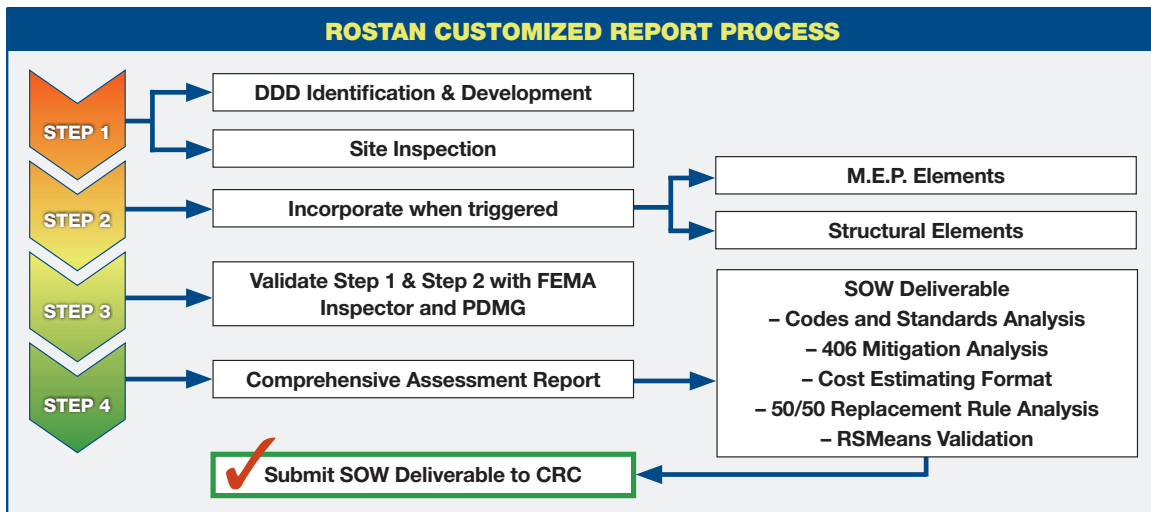
Rostan has performed in 14 states and 2 US territories in Regions II, III, IV, VI, VII, VIII, & IX, managing more than \$5 billion since 1991. Rostan is familiar with management of FEMA Public Assistance and Hazard Mitigation projects funded under the Alternative Procedures Pilot implemented through the Hurricane Sandy Improvement Act. This makes Rostan the best choice for ensuring that all opportunities for federal assistance are sought and every eligible dollar is reimbursed.

Rostan has developed a proven method for accounting for and correlating costs to federal grants for a swift and audit resilient reimbursement. This approach defines a program management strategy with standard operating procedures, communication protocols and oversight, such that our clients are several steps ahead of the state and FEMA. We are very familiar with negative financial and program audit findings that plague FEMA programs. Our approach will anticipate those issues before they can threaten funding, resulting in a successful recovery process.

## 2.1 EXPERIENCE OVERVIEW

The lifeblood of any disaster recovery or mitigation program endeavor lies in sufficient funding and cash flow. In order to ensure sufficient funding, where clients can not only restore functionality but actually build back better, through command of available funding sources is required. In a federally declared disaster, FEMA's Public Assistance and Hazard Mitigation programs are the primary funding mechanisms deployed to fund restoration of public facilities and infrastructure, and also to cover various aspects of an applicant's force account labor, equipment and material costs. Our team is familiar with management of FEMA Public Assistance and Hazard Mitigation projects, including the Alternative Procedures Pilot Program implemented through the Hurricane Sandy Recovery Improvement Act. This makes our Team the best choice for ensuring that all opportunities for federal assistance are sought and every eligible dollar is reimbursed. We are highly skilled in all major disaster recovery programs and insurance claims management. In addition, our Principal/Program Executive has a longstanding and close working relationship with State agencies and FEMA, and harnesses the expertise to move projects and streamline eligibility issues. His experience and direct access with the State will be an invaluable asset to the District.





Our comprehensive team has developed a proven method for accounting for, and correlating costs, to federal grants for a swift and audit resilient reimbursement as demonstrated in the above illustration. This approach defines our program management strategy with standard operating procedures, communication protocols and oversight, such that our clients are aware of the programmatic demands of FEMA and other funding sources. We are very familiar with negative financial and program audit findings that can plague FEMA programs. Our approach begins with the end in mind and will anticipate those issues before they can threaten funding, helping ensure a successful recovery program.

**COMMITMENT TO THE DISTRICT**

As the District’s recovery and mitigation partner, our Team will maximize the amount of eligible grant funding, streamline the overall grant recovery process, and reduce or eliminate the disaster-related burdens placed on District resources. To do this, we have identified a team of professionals and dedicated personnel that will work to perform the following tasks:

- CAPTURE OF DISASTER-RELATED DAMAGES**  
Our Team has worked on dozens of federally declared disasters in Louisiana — from performing site inspections to managing the entire recovery operation. We intend to staff this engagement with the appropriate resources needed to properly support the ongoing efforts of the District. Our staff of FEMA program and technical subject matter experts, environmental experts, insurance specialists, and policy advisors will work with the District, FDEM, and FEMA to accomplish this.
- RETENTION OF FUNDING**  
Our Team will provide the support needed to ensure that the District avoids de-obligation of all the funding it is entitled to under the provisions and statutes set forth in law. Our team is staffed with construction managers, estimators, program experts, policy experts, and legal advisors who will work together to ensure that all activities performed on behalf of the District are in accordance with applicable laws, codes, and regulations. Additionally, we will revisit all open disaster events to ensure no eligibility costs are left out of the projects.
- INNOVATIVE STRATEGIES**  
Our team is especially adept at identifying innovative opportunities to fund the integration of sustainability and resiliency strategies into recovery projects. We will leverage every dollar of funding in support of the overall recovery and resiliency efforts and will assist the District in documenting in-kind cost share solutions that will benefit the District.
- MANAGE INSURANCE ADJUSTMENT SUPPORT**  
Our team is very familiar with training recipients to understand and comply with FEMA’s “obtain and maintain” requirements, and the implications and complications caused by duplication of benefits. This knowledge and our understanding will provide a foundation to assist with managing their insurance proceeds and avoiding duplication of benefits. We will work directly with the FDEM Technical and Legal Teams to ensure insurance proceeds are applied correctly and that federal funding is maximized.
- LEVERAGE OUR RELATIONSHIPS**  
Our unique experiences and longstanding relationships with FDEM, FEMA Region 4, and other federal, state, and local counterparts will enable us to resolve problems, expedite funding and ensure that the District’s funding is being utilized in the most effective and efficient manner.

## 2.2 RELEVANT PAST PROJECTS/REFERENCES

### WEST FELICIANA PARISH, LA | PUBLIC ASSISTANCE RECOVERY, MITIGATION, AND DEBRIS MONITORING PROJECT MANAGEMENT SERVICES | 2018–PRESENT



Since 2015, Rostan has served as the program management consulting firm to West Feliciana Parish for all parish mitigation and public assistance recovery projects. Rostan is responsible for coordinating all programmatic activities and serves as the Parish liaison to FEMA and GOHSEP for all correspondence and meetings. Additional responsibilities include data collection and dissemination for all tasks involved in the project as well as reporting to the state of Louisiana for record keeping, including state-required requests for reimbursement and quarterly reporting.

GRANT NAME	AWARD AMOUNT	SCOPE OF WORK	DATE
DR-1603 HMGP	\$4M	Streambank Stabilization	2015–Present
DR-4277 Public Assistance	\$5M	Bridge Replacements	2016–Present
DR-4277 HMGP	\$2M	Drainage and Lift Station Projects	2016–Present
DR-4462 Public Assistance	\$20M	Debris, Road Repairs Force Account Labor	2019–Present
DR-4484 COVID	\$2M	Cat B Costs	2020–Present
DR-4559 Public Assistance	\$1M	Force Account, Repairs, Debris	2020–Present

Additionally, following the historic flooding event that occurred from May through July of 2019 along the Mississippi River throughout Louisiana, Rostan was activated by West Feliciana Parish to assist in management of debris recovery efforts. The flood inundated certain road sections for months and had accumulated immense flooding debris in low-lying areas adjacent to the Mississippi River. Rostan was responsible for surveying and identifying the heavily impacted areas and worked alongside FEMA personnel to establish project-specific eligibility guidelines for debris removal. Rostan continues to manage and monitor the removal of sediment debris from the substantially impacted road sections. During phase 1 of the project, 499 truckloads totaling approximately 9,900 CY of flood debris were removed from specified road sections. Based on current debris volume estimates, Rostan managed and tracked the removal of an additional 236,000 CY of flood debris during phase 2 of the project.

Client Contact: Kenny Havard, Parish President, 225-784-3647, khavard@wfparrish.org, 5934 Commerce Street, St. Francisville, LA 70775

### PUBLIC ASSISTANCE, GRANTS FUNDING, AND DEBRIS MANAGEMENT SERVICES | HURRICANE IRMA FEMA DR-4337 | CITY OF NORTH PORT, FL | 48,000 CY | 2017–ONGOING | COST: \$470,000



North Port, FL is a city of over 60,000 people and 100 square miles, located on the Southeastern border of Sarasota County. Following Hurricane Irma, North Port was left with hundreds of damaged, hazardous trees and nearly 50,000 cubic yards of vegetative debris littering their roadways. Awarded the City’s standby debris monitoring contract in 2014, Rostan, utilizing its proprietary HaulPass® Automated Debris Monitoring System (ADMS), served as the debris monitoring firm for the City—coordinating daily with both the hauling contractor and key City personnel to complete debris cleanup in 73 days. Following the cessation of debris operations, Rostan supported the City through the organization and submission project worksheets (PWs) for both “emergency” and “permanent” work under FEMA’s Public Assistance (PA) program. In addition, though outside the scope of Rostan’s engagement with the City, Rostan staff provided no-cost support to the City to help it secure an \$800,000.00 Hazard Mitigation Grant Program (HMGP) grant to purchase and install a backup emergency generator at its City Hall/Emergency Operations Center.



Additionally, Rostan is currently providing Debris Management Services in response to the devastating impacts of Hurricane Ian, having monitored the collection and disposal of over 2.5 million cubic yards of hurricane debris to date.

Client Contact: Valerie Malingowski, Grant Division Manager, 4970 City Hall Boulevard, North Port, FL 34286, 941-429-7001, vmalingowski@cityofnorthport.com

**DEBRIS MONITORING SERVICES | HURRICANE IDA | FEMA DR-4611  
CITY OF SLIDELL, LA | 130,000 CY | 2021-2022 | COST: \$325,000**



Hurricane Ida was a destructive Category 4 storm that tore through Louisiana in August of 2021. The city of Slidell which is home to nearly 30,000 people was one of the places that was unfortunately affected by this major storm. Many trees were down, and houses saw some flooding throughout the city. Rostan was contracted to provide the debris monitoring services for the City of Slidell. Within days of the storm hitting, Rostan personnel was on the ground hiring local monitors and meeting with the city and contractors to begin work. Nearly 110,000 cubic yards of vegetative debris and nearly 20,000 cubic yards of construction and demolition debris have been collected from the right of way and hauled to a disposal site. In addition to the debris collected from the right of way, over 500 hazardous hanging limbs and over 60 hazardous leaning trees were removed from the Right-of-Way.



Contact: Blaine Clancy, P.E., Slidell City Engineer, 250 Bouscaren St., Slidell, LA 70458, 985-646-4270, bclancy@cityofslidell.org

**CITY OF DIAMONDHEAD, MS | PROGRAM MANAGEMENT SERVICES, HURRICANE ZETA (DR-4576) AND FUTURE PROJECTS | 2020-PRESENT**



Rostan is the Program Manager for all of the City of Diamondhead’s Hurricane Zeta (DR-4576) and Future Projects. Rostan’s role is centered around interfacing and representing the City in all FEMA and MEMA meetings and correspondence and conducting all site inspections and scope of work elements for damaged assets. Additionally, Rostan advises the City on programmatic eligibility determinations and scope of work alignments to ensure a fair review process from MEMA and FEMA after years of inadequate funding from prior disaster events. Since Rostan’s engagement for DR-4576, the City of Diamondhead has had several decisions overturned in the City’s favor in part to Rostan’s programmatic expertise and its ability to apply the 2CFR and Stafford Act correctly. Roatan also serves as an insurance advisor to the City for its Obtain and Maintain requirements.

GRANT NAME	AWARD AMOUNT	SCOPE OF WORK	DATE
DR-4576	\$2,385,995	Public Assistance	2021-Present

Client Contact: Michael Reso, City Manager, 228-222-4626, mreso@diamondhead.ms.gov, 5000 Diamondhead Circle, Diamondhead, MS 39525

**PLAQUEMINES PARISH, LA | PUBLIC ASSISTANCE RECOVERY PROJECT MANAGEMENT SERVICES 2020-PRESENT**



Rostan serves as the Project/Client Manager for program management services to Plaquemines Parish Government for all FEMA Public Assistance Grant Program recovery projects. Responsibilities include but are not limited to providing FEMA policy guidance and recommendations to the parish; collecting and disseminating data; conducting site inspections and damage cost estimates; developing project scopes of work for FEMA PA Project Worksheets (PWs); delivering technical expertise; reporting to the state of Louisiana for record keeping, including state-required requests for reimbursement and quarterly reports; identifying and recovering project overpayments; advising on contracts and proper procurement engagement; and submitting closeout timely. Works closely and collaborates with various funding agencies and internal parish departments to ensure the proper use and application of the Public Assistance funding. Rostan monitors and oversees all recovery program tasks to ensure maximum funding recovery and minimal funding de-obligation.

GRANT NAME	AWARD AMOUNT	SCOPE OF WORK	DATE
DR-3392 Tropical Storm Nate	\$178,797.08	Grant and Program Management, Technical Services	2019–Present
DR-4345 Hurricane Harvey	\$649,448.82	Grant and Program Management, Technical Services	2019–Present
DR-4458 Hurricane Barry	\$2,100,000.00	Grant and Program Management, Technical Services	2019–Present
DR-4484 COVID-19 Pandemic	\$200,000.00 (continuing)	Grant and Program Management, Technical Services	2020–Present
DR-4559 Hurricane Laura	\$387,484.98	Grant and Program Management, Technical Services	2020–Present
EM-3543 Hurricane Sally	\$342,138.64	Grant and Program Management, Technical Services	2020–Present
DR-4570 Hurricane Delta	\$172,105.11	Grant and Program Management, Technical Services	2020–Present
DR-4577 Hurricane Zeta	\$2,200,000.00	Grant and Program Management, Technical Services	2020–Present
DR-4611 Hurricane Ida	\$10,000,000.00 (TBD-Est.)	Grant and Program Management, Technical Services	2021–Present

Client Contact: Kirk Lepine, Parish President, 333 F. Edward Hebert Blvd., Bldg. 100, Belle Chasse, LA 70037, 504-934-6020, klepine@ppgov.net

**PUBLIC ASSISTANCE, GRANTS FUNDING, DEBRIS MONITORING AND MANAGEMENT | MULTIPLE PROJECTS  
CHARLESTON COUNTY, SC | 2015 – ONGOING**



**HURRICANE DORIAN | FEMA DR-4464 | 615,000 CY • 40,000 TONS | COST: \$1.5 MILLION**

Once again, Charleston County suffered the devastating effects of weather. Following Hurricane Dorian in September 2019, disaster debris recovery efforts were underway yet again. The Rostan team was on the ground prior to storm impact to implement the County’s disaster debris management plan as soon as possible.

**HURRICANE IRMA | FEMA DR-4346 | 15,800 CY | COST: \$230,000**

For the third consecutive year, Charleston County fell victim to the devastating effects of weather. After Hurricane Irma hit in September 2017, disaster debris recovery efforts were underway once again. The Rostan team was on the ground mere hours after the storm hit to begin implementing the County’s disaster debris management plan.

**HURRICANE MATTHEW | FEMA DR-4286 | 425,000 CY | COST: \$1.4 MILLION**

While still recovering from the impacts of the 2015 late-season floods, Charleston County was the unfortunate recipient of Hurricane Matthew’s initial landfall. Hurricane Matthew profiled the east coast of Florida and Georgia before coming inland in Charleston County near the town of McClellanville. Fortunately for the County, tide sequences welcomed the Hurricane at or near low tide, minimizing the flooding impact. This did not spare the County from dramatic vegetative damage and resulted in the collection of more than 400,000 CY by private contractor, as well as an estimated 100,000 CY collected by municipal and County entities. In addition, Matthew resulted in the removal of more than 18,000 hazardous hanging limbs and trees from major arteries and more densely populated areas. Debris collection, processing, and final haul-out efforts concluded after 112 days. Rostan was activated by the County to provide debris monitoring management services augmented by HaulPass®, our proprietary ADMS system. More than 80 employees were used to collect field data and monitor hauling operations. Debris was processed at three primary DMS sites, all staffed by Rostan personnel. Additionally, five final disposal sites, some more than 75 miles away, were utilized.

**FLOODING 2015 | FEMA DR-4241 | 31,500 CY | COST: \$2.3 MILLION**

Following the historic flooding event during October 2015 throughout South Carolina, Rostan was activated by the County to assist in management of debris recovery efforts. Rostan was responsible for managing and monitoring the removal of C&D, white goods, and vegetative debris from the Right-of-Way (ROW) throughout the County. Optimized by our HaulPass® automated debris management system, Rostan provided rapid reconciliation of debris contractor invoices. Along with our team of debris management experts, local personnel were interviewed, trained and hired to enhance economic recovery of the affected area. In total, more than 30,000 cubic yards of debris was removed during a 30-day period.

In addition, Charleston County was faced with the daunting task of restoring and repairing an extensive network of roads and drainage channels. Charleston County maintains hundreds of miles of drainage canals, stormwater ditches, and unpaved roadways, including canals and roads that are listed on the national register of historic places. Charleston County’s initial damage survey found that 222 unpaved roads and 219 drainage structures sustained damages. Rostan was tasked with managing the County’s disaster recovery efforts and coordinating these efforts with the Federal Emergency Management Agency (FEMA) and South Carolina’s Emergency

Management Division (SCEMD). This included preparation of required documentation for project worksheets for Category A — Debris Management, Category B — Emergency Protective Measures, Category C — Roads and Bridges, and Category D — Water Control Facilities. To support these efforts, Rostan reconciled multiple County departments’ force account expenditures for Public Assistance (PA) emergency work categories.

Client Contact: Wesley D. Linker, P.E., Technical Programs Manager, Department of Public Works, 4045 Bridge View Drive, Suite B309, North Charleston, SC 29405 -7464, 843-202-7626, [wlinker@charlestoncounty.org](mailto:wlinker@charlestoncounty.org)

**CITY OF SULPHUR, LA | PUBLIC ASSISTANCE RECOVERY PROJECT MANAGEMENT SERVICES  
2020–PRESENT**



Rostan currently represents the City of Sulphur to provide grant and project management and technical assistance in the development of a comprehensive recovery strategy in the aftermath of Hurricanes Laura and Delta. Our team conducted damage assessment city-wide, and has over 35 FEMA Projects written to date, totaling in excess of \$70M. Rostan worked closely with GOHSEP and FEMA in an effort to secure one of the first local government Category A-Debris Project Worksheets from DR-4559 (Laura) that totaled over \$20M. The Rostan Technical Team is assisting the city with all Project Management activities with temporary facilities, remediation and abatement projects, and also with managing its Private Property Debris Removal Program. Additionally, Rostan serves as the primary interface between the City and GOHSEP/FEMA.

GRANT NAME	AWARD AMOUNT	SCOPE OF WORK	DATE
DR-4559 Public Assistance	\$70M+	Grant and Program Management, Technical Services	2020–Present
DR-4570 Hurricane Delta	\$500K	Grant and Program Management, Technical Services	2020–Present

Client Contact: Jennifer Thorn, Finance Director, 337-527-4509, [jthorn@sulphur.org](mailto:jthorn@sulphur.org), 101 N Huntington St., Sulphur, LA 70663

**WILKINSON COUNTY, MS | PUBLIC ASSISTANCE RECOVERY  
PROJECT MANAGEMENT SERVICES | 2019–PRESENT**

Rostan is currently assisting Wilkinson County to provide grants management and technical assistance in the development of a comprehensive recovery strategy in the aftermath of DR 4358 and COVID. Our team is helping the County conduct emergency damage assessments for all city infrastructure and also helping with Expedited Funding from FEMA and MEMA. Our team serves are their representative in all correspondence with MEMA and FEMA.

GRANT NAME	AWARD AMOUNT	SCOPE OF WORK	DATE
DR-4358	\$20M (Projected)	Public Assistance	2019–Present

Client Contact: Nakia Anderson, Chancery Clerk, 601-430-1913, [chanceryclerk@wilkinson.co.ms.gov](mailto:chanceryclerk@wilkinson.co.ms.gov), P.O. Box 516, 525 Main Street, Woodville, MS 39669,

**ST. JAMES PARISH, LA | MITIGATION AND PUBLIC ASSISTANCE RECOVERY PROGRAM MANAGEMENT  
SERVICES | 2018–PRESENT**



Rostan currently serves as the program/grant management firm for St. James Parish government and provides strategic consulting support to the Parish for Hurricane Ida recovery. Rostan works closely with the Parish to facilitate all programmatic requirements for the Public Assistance Program and is responsible for all grant management, project management, Private Property Debris Removal program management, substantial damage assessments and oversees the insurance cost recovery process. The Rostan team also helps the Parish manage two FEMA HMGP applications for funding for the St. James Interior Drainage project, which proposes to remove existing undersized and deficient culverts within multiple parish municipalities replacing them with larger, more appropriately sized culverts to handle the peak flow associated with the 10-year/24-hour rainfall events.

GRANT NAME	AWARD AMOUNT	SCOPE OF WORK	DATE
DR-4611 Hurricane Ida	\$20M	Public Assistance: Categories A–G	2021–Present
DR-1786 HMGP Reallocation	\$7.6M	Interior Drainage Project	2018–Present

Client Contact: Eric Deroche, Director of Emergency Preparedness, 5153 Canatella Street, Convent, LA 70723, 225-562-2265  
eric.deroche@stjamesparishla.gov

**CONCORDIA PARISH, LA | FEMA PUBLIC ASSISTANCE AND HAZARD MITIGATION GRANT PROGRAM | MULTIPLE DECLARED DISASTERS | 2019–PRESENT**

**CONCORDIA PARISH POLICE JURY** Rostan is the Program Manager for all of Concordia Parish Police Jury’s (CPPJ) FEMA-related Public Assistance and Hazard Mitigation grant projects, and also serves as the special advisor to the Police Jury on its Louisiana Watershed funding opportunities and CARES funding. Rostan helped CPPJ overcome an initial denial by FEMA for roads impacted by the 2019 Mississippi River DR-4462 flooding events and has avoided numerous project appeals to date with our collaborative approach to GOHSEP and FEMA Region 6. Rostan has also helped expedite the Parish’s HMGP project funded through DR-1603.

GRANT NAME	AWARD AMOUNT	SCOPE OF WORK	DATE
DR-4462 Public Assistance	\$3M	Asphalt/Gravel Roads; Force Account Labor	2019–Present
DR-1603 HMGP	\$7.1M	Brushy Bayou Flood Control Project	2019–Present
LA CARES	\$2M	COVID-19 Emergency Measures	2020–Present

Client Contact: Sandi Burley, Secretary/Treasurer, Concordia Parish Police Jury, 318-336-7151, sburley@conppj.org, 4001 Carter Street, Room 1, Vidalia, LA 71373

**LA DEPARTMENT OF PUBLIC SAFETY AND CORRECTIONS | BATON ROUGE, LA FEDERAL FUNDING AND FLOOD RECOVERY MITIGATION PROJECT SUPPORT | 2015–PRESENT**



Since 2015, Rostan has been serving in the role as the FEMA Consultant and Program Manager for the Louisiana Department of Public Safety and Corrections (DPS&C) supporting the Louisiana State Penitentiary for all FEMA funding associated with Recovery and Mitigation projects from DR-Public Assistance-4462 and DR-Hazard Mitigation-1603. Rostan was successful in its efforts to obtain funding for a \$9M+ pump station, generator facility and rehabilitation project for DPS&C, which replaced its existing and inefficient facility. Additionally, Rostan worked closely with the DPS&C to recover critical Category B- Emergency Protective Measures funding for emergency repairs that the Agency conducted on-site as a result of the high Mississippi river water from DR-4462. This work equated to a project worksheet being obligated for nearly \$1M in FEMA Public Assistance Funding. Under DR-4462, the Rostan team also developed projects to capture debris damages, fencing loss, as well as damages associated with the Angola main road corridors and chase roads within the facility. Rostan is currently working with FEMA, GOHSEP and the DPS&C to apply for 406 Mitigation funding totaling over \$2M in mitigation road and ferry landing solutions.

GRANT NAME	AWARD AMOUNT	SCOPE OF WORK	DATE
DR-1603 HMGP	\$9M+	Pump Station Retrofit; Bulkhead Stabilization and Weir Gate Replacement	2015–Present
DR-4462 Public Assistance	\$2M+	Temporary Pump Repairs, Debris, Ferry Landing Damages, Chase Road Network Damage, Utility and Transmission Line Damage and Force Account Labor	2019–Present

Client Contact: Tammy Grant, CPPB, Finance Administrator, Louisiana Department of Corrections, 225-342-6578, tammy.grant@la.gov, 504 Mayflower Street, Baton Rouge, LA 70802

**MCNEESE STATE UNIVERSITY | PUBLIC ASSISTANCE RECOVERY  
MANAGEMENT SERVICES | 2020–PRESENT**



Rostan served as the Technical Team Lead for all damage assessments and Scope of Work Formulation services to interface with FP&C and McNeese throughout all phases of the initial recovery project post Hurricane Laura. In summary, the Rostan team assessed over 137 University buildings in 8 days and completed a re-assessment of all 137 buildings in 3 days due to Hurricane Delta additional damages. The Rostan team leveraged FEMA reimbursement, insurance proceeds, CDBG, and other sources of funding for the recovery project as a partner to G.E.C., FP&C, ORM and McNeese. The Rostan team conducted and tracked field assessments of each building project designated by FP&C; developed a Project Report for each building project designated by ORM/FP&C and submitted the Project Report to FP&C and McNeese after field assessment were completed. Additionally, the Rostan team provided strategic support to McNeese for all FEMA programmatic expertise needed on behalf of the University System.

GRANT NAME	AWARD AMOUNT	SCOPE OF WORK	DATE
DR-4559	\$250M	Damage Assessments; 406 Mitigation Support; 428 Analysis	2020–2021

Client Contact: Richard Rhoden, Director of Facilities, McNeese State University, 337-475-5887, rrhoden@mcneese.edu, 4406 Common Street, Lake Charles, LA 70607

**FLOOD MITIGATION ASSISTANCE HAZARD MITIGATION PLANNING AND GRANT PURSUITS  
CITY OF LAUREL, MD | 2017–PRESENT**



Rostan was initially procured by the City of Laurel, MD to perform disaster debris monitoring activities following severe flooding that impacted the region in 2017. However, following extensive discussion on the benefits of hazard mitigation planning and grant funded construction project, the City re-procured Rostan to provide these additional services. To date, Rostan has facilitated the following hazard mitigation and resiliency efforts on the City’s behalf:

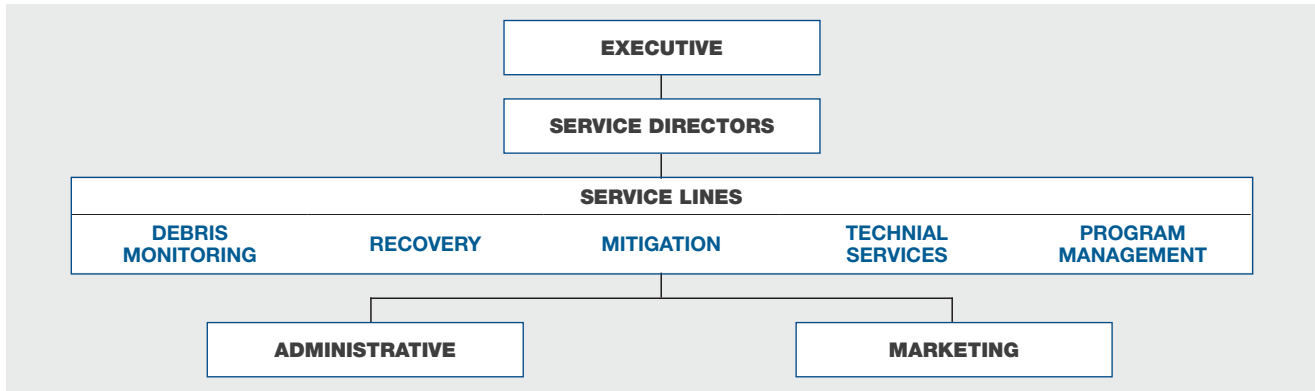
- **City of Laurel Flood Addendum Development** — Rostan’s GIS and Hazard Mitigation Grants Teams were tasked with creating a flood hazard addendum to the City’s existing FEMA Local Mitigation Plan it shared with Prince Georges County. This work was funded by a FEMA Flood Mitigation Assistance (FMA) grant previously written by Rostan. The full risk assessment process was performed for flooding hazards, including researching past flooding events and their consequences, performing HAZUS analyses and scenario runs, and creating the required visuals and exhibits to meeting FEMA Mitigation Plan requirements and secure FEMA CRS points. This hazard analysis and assessment was then used to develop proposed mitigation strategies, culminating in an addendum to the City’s full FEMA Local Mitigation Plan approved by FEMA in August of 2020.
- **City of Laurel Advance Assistance Project** — To provide seed money for later flood mitigation projects, in 2017 Rostan secured \$100,000 in FEMA FMA grant funding to develop the necessary backup data and preform the required analyses to model one or more flood reduction projects within the City. These funds will be used to help the City develop a comprehensive approach to flood mitigation following the completion of the U.S. Army Corps of Engineers Watershed Study of the Patuxent River, scheduled to be completed in the late summer of 2021.
- **City of Laurel Flood Warning System** — At the request of the City, Rostan identified \$150,000 in available state grant funding to design and build an interconnected system of low-cost stream gauges meant to monitor the City’s section of the Patuxent River. As current U.S. Geological Survey (USGS) gauges are both expensive to install, monitor, and maintain, Rostan was able to collaborate with previous connections to seek funding for a lower-cost gauge that provides real-time data to both City officials and residents regarding stream heights and actual flooding conditions at various key locations within the City. This project is currently in the design phase, but the City intends to activate the system in the spring of 2022.

Rostan and the City continue to collaborate on disaster recovery and hazard mitigation / resilience projects. Rostan recently facilitated the management of U.S. Department of the Treasury’s Coronavirus Aid, Relief, and Economic Security Act (CARES) and FEMA PA COVID19 Major Disaster Declaration funding. The City has also tasked Rostan with developing a FEMA Building Resilient Infrastructure and Communities (BRIC) grant application to upgrade emergency generator capacity at each of the City’s critical facilities.

Client Contact: Christina Cornwell, CEM, Emergency Manager, 8103 Sandy Spring Road, Laurel, MD 20707, 301-725-5300 ext. 2232, ccornwell@laurel.md.us

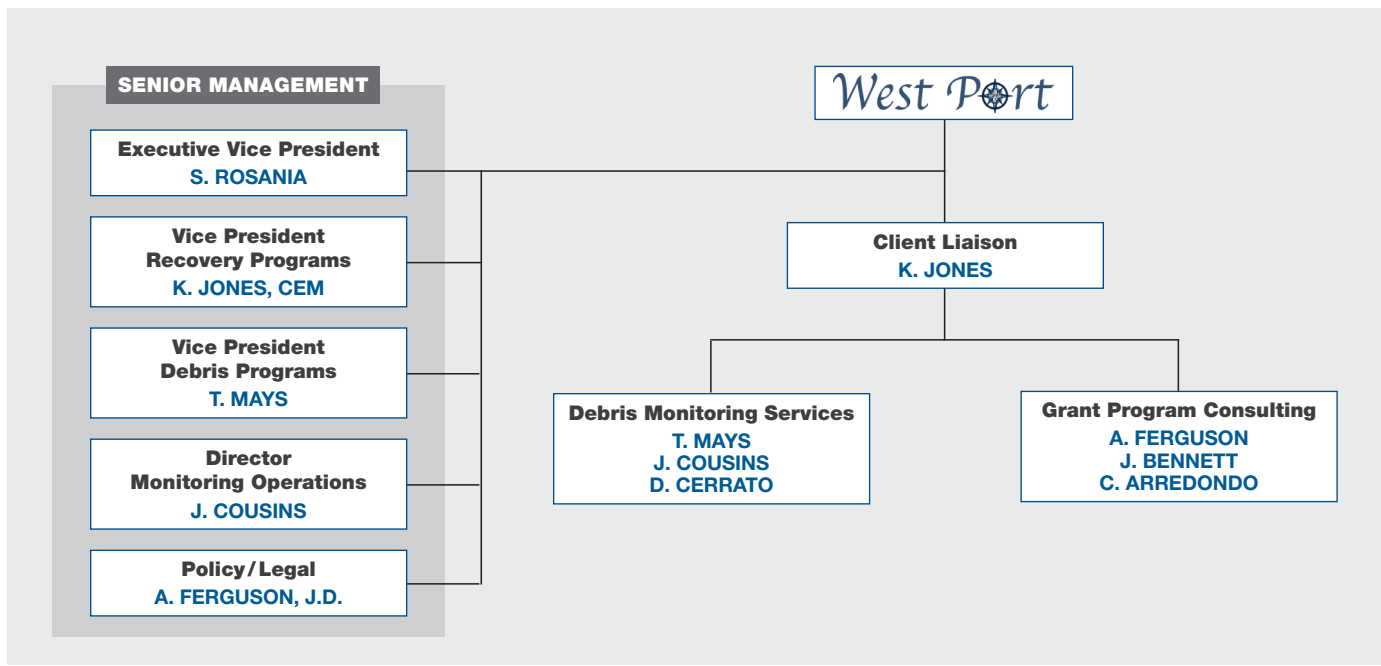
## 2.3 FIRM AND PROJECT ORGANIZATIONAL STRUCTURE

### FIRM ORGANIZATIONAL STRUCTURE



### PROJECT ORGANIZATIONAL STRUCTURE

The Rostan team is organized to create a seamless and transparent approach to projects. As shown in the following organizational chart, we have assembled a team of experts with the qualifications and experience needed for this project. This organizational structure provides the District with a defined leadership and communication structure.



## 2.4 KEY PERSONNEL

Rostan has assembled a project team consisting of highly competent professional staff with a proven track record in developing innovative solutions to complex disaster recovery challenges. Our experience is that the key to an expeditious recovery includes careful planning combined with consistent implementation of the schedule and the ability to adapt to changing circumstances and conditions on a frequent basis. We strive to anticipate problems before they arise and resolve them by relying on our past experiences, best-practices and our understanding of current regulations.

Our team has been organized to best meet the needs of the District, so that we can quickly, efficiently, and cost effectively execute the projects tasks that the District requires. Rostan is organized to perform as one unified team to create a seamless and transparent approach to projects. We believe that maintaining close communications with the District, contractors, and FEMA representatives



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provides for efficient recovery management. We also believe that maximizing the use of local personnel not only helps the community recover more quickly, it also provides for operational efficiencies due to familiarity with roads, traffic patterns, local culture, and funding requirements. It is for these reasons that we believe Rostan is uniquely qualified to perform the services requested in the District's solicitation.

#### **KYLE JONES: PRINCIPAL • VICE PRESIDENT | CLIENT LIAISON**

Mr. Jones began his career in emergency management in 2003 working for the Louisiana Office of Emergency Preparedness (now GOHSEP). His experience on the state, local and private sectors is fundamental in his ability to navigate federal programs for his clients and to enable success. He is regarded as a subject matter expert in the FEMA Public Assistance Programs through the International Association of Emergency Managers (IAEM) and has built a credentialed reputation amongst local government applicants for providing direction managing resources effectively. He also specializes in development of PW's, the FEMA appeal process, Code of Federal Regulation (CFR) analysis, Hazard Mitigation Programs and in the identification of Federal funding sources for clients. Mr. Jones serves as the Vice President of Rostan and has been on staff since 2018.

#### **TRAVIS MAYS: PRINCIPAL • VICE PRESIDENT**

Mr. Mays serves as Rostan's Vice President of Debris Programs. He has 15 years of experience and is responsible for business development, HaulPass® development, and ensuring quality control measures are implemented universally across all Rostan debris monitoring projects. He has personally managed some of Rostan's most critical debris removal monitoring projects including multiple USACE projects and has had an oversight role on every debris monitoring project since 2011.

#### **ADAM FERGUSON: POLICY/LEGAL**

Mr. Ferguson has more than 18 years of experience in disaster recovery, mitigation, and grants management. He serves as a Senior Programmatic and Policy Specialist supporting states, local governments, and utilities in the identification, pursuit, and securing of state and federal aid. He is skilled in providing technical guidance and assistance in demonstrating programmatic eligibility. Mr. Ferguson also directs programmatic and administrative appeals processes for clients facing adverse agency determinations. He has been on staff with Rostan since 2017.

#### **JEFF COUSINS: DIRECTOR OF MONITORING OPERATIONS**

Mr. Cousins serves as Rostan's Director of Operations for debris monitoring projects. For more than 18 years, he has managed debris monitoring and disaster recovery projects for clients at the local, state, and federal level. Mr. Cousins supports deployment, resource management, and day-to-day operations on all Rostan debris monitoring projects. He is a subject matter expert in all facets of debris programs and is selectively tasked with directly managing some of Rostan's most critical clients and projects. He has been on staff with Rostan since 2004.

#### **JOSHUA BENNETT: PROJECT MANAGEMENT**

Mr. Bennett has 16 years of experience in the construction industry. Throughout this time he has amassed skills in construction management, project management, inspection, labor relations, quality control, scheduling, supervising, building site supervision, blueprints, reporting, time management, punch lists, contracting, estimating, material costing, invoicing, renovations, OSHA, hazardous materials, HAZMAT, building codes, electrical codes, and environmental codes. Mr. Bennett has been on staff with Rostan since 2019.

#### **CARLOS ARREDONDO: TECHNICAL SUPPORT**

Mr. Arredondo has been involved with disaster risk management projects since the Louisiana floods of 2016. He has guided clients through complex insurance processes and facilitates the FEMA Damage Inventory, DDD, EEI ,cost estimating aspects for our clients. Mr. Arredondo is fluent in Spanish and has been on staff with Rostan since 2019.

#### **DEVIN CERRATO: PROJECT MANAGER, DEBRIS MONITORING**

Mr. Cerrato has a degree in business administration and has served as a project/operations manager for Rostan on several projects including for Liberty County, FL, Charleston County, SC, Slidell, LA, Lyon County, KY, and most recently for five Florida clients including the City of Nort Port, located in one of the hardest-hit areas following Hurricane Ian. He is technically advanced and serves as one of our leading HaulPass® technicians. Mr. Cerrato has been on staff with Rostan since 2018.

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*Rostan team resumes have been included as an Appendix to our Proposal.*

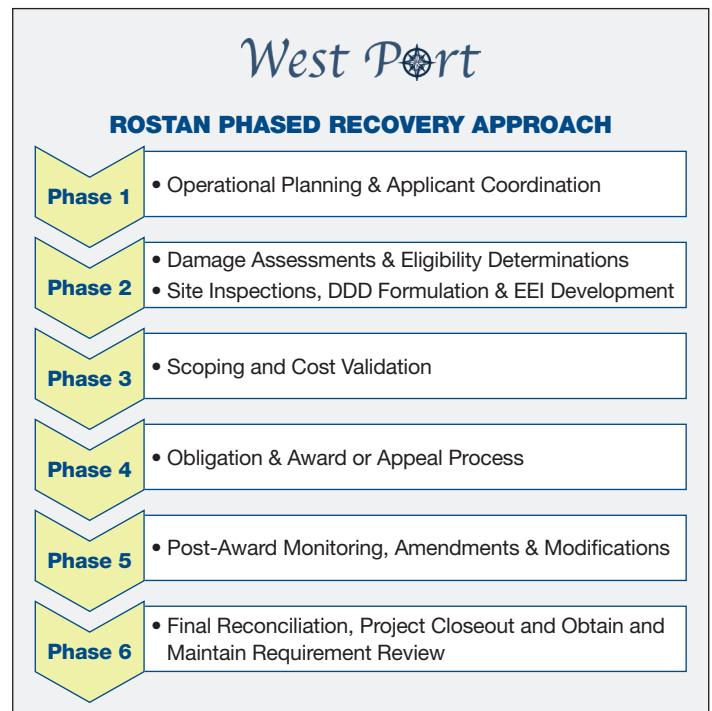
## 3.1 GRANTS MANAGEMENT OVERVIEW

### FEMA PUBLIC ASSISTANCE

Rostan will act as an extension of the District during all meetings and correspondence with FDEM/FEMA and will facilitate the grant management process in accordance with FEMA policies. This includes but is not limited to, consulting and advising the District for any grant modification requests. Rostan will represent all District information and intents to FEMA and the State of Louisiana in a manner which maximizes the outcome for the District to the fullest extent possible. Part of this approach includes the development of a strategy which meets the needs of the District and is appropriate per applicable guidance and regulation.

Rostan will provide personnel resources to the District with expertise and experience for identification of damage and costs, project worksheet development and oversight, and analysis of all available mitigation opportunities and subsequent proposal development. Our team will work directly with the District in applying for grant funding and developing components, which will capture, document, and organize information in an appropriate, eligible, and compliant manner for presentation to FEMA and the State.

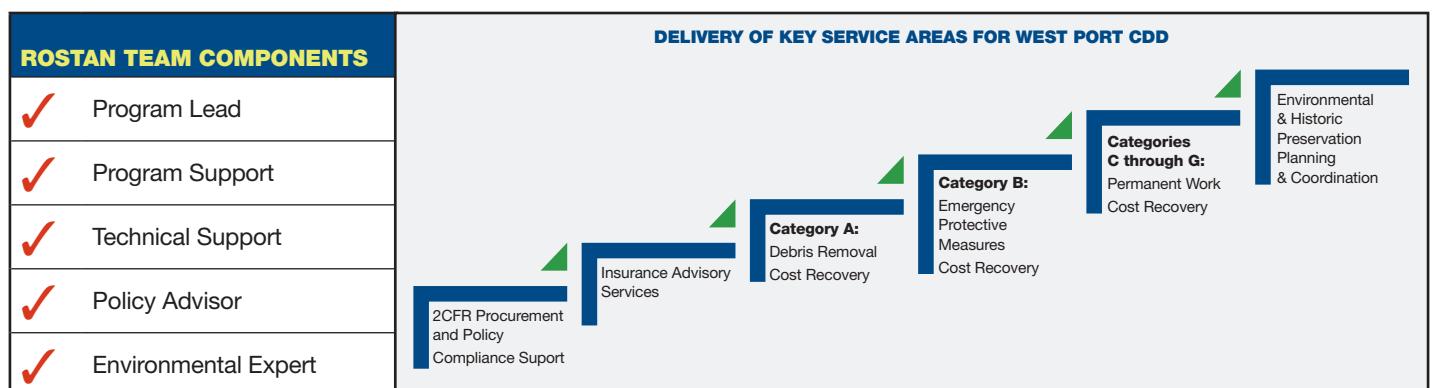
Our team, as FEMA Program, Technical and Policy experts, are well-equipped to provide continued support to the District for FEMA Public Assistance and Hazard Mitigation Programs. The Public Assistance (PA) Grant Program (including 406 Mitigation) provides assistance to state entities maintaining and operating public infrastructure to respond, recover and mitigate impacts. Our experts will assist with project development, formulation, cost estimating, project validation, project worksheet development, appeals, audits and grant closeouts. These solutions will be funded through approved FEMA Project Worksheets (PW) and Hazard Mitigation Proposals (HMP). Our Team will work closely with the District to validate projects immediately following an event through our Approach.



## 3.2 LEVERAGE AVAILABLE FUNDING

### FINANCIAL, ACCOUNTING, REPORTING AND GRANT MANAGEMENT

District Administrations and Finance Directors are challenged with augmenting existing sources of funding, identifying and leveraging new sources, and creating cost-effective budgets while meeting existing District demands. Funding opportunities to meet such needs after a presidentially declared disaster is vital for the immediate and long-term recovery of the District.



As the District is aware, our team takes a proactive role to assist our clients in obtaining and maximizing project funding. Our success has been built upon developing specific knowledge about funding available in the various geographic regions, gaining expertise in the various sources, cultivating relationships with funding agencies, as well as developing funding strategies that maximize return on investment. Our funding team has been instrumental in the obligation of millions of dollars back to the District for both Public Assistance and Hazard Mitigation Programs. Our methodology below depicts our exceptional resource capabilities and outlines our best practice approach for managing the financial and accounting aspects for the District's recovery efforts.

## NEGOTIATE AND WORK WITH FEMA ON BEHALF OF THE DISTRICT

The element of negotiating and working closely with FEMA is truly undervalued, when in reality, it is an art form. As demonstrated most recently with DR-4559, Rostan will negotiate with FEMA and State personnel, where necessary with District approval, throughout the development, approval and implementation process to ensure that the grant funding is adequate and maximizes the outcome for the District. Being an effective consultant and representative of the District means maximizing all available funding to the District, while reducing financial risk, liability and exposure. Our close coordination with FEMA is methodically planned and well calculated. Where applicable, we concede to smaller issues to achieve greater results that are part of a larger picture. Our Team will provide qualified and professional staff to negotiate with FEMA and the State on behalf of the District. We have a deep respect for quality performance, and we value accurate reporting as a standardized tool in our collective project delivery, coordination, and communication approach. Our work product speaks for itself and is simply unmatched in our ability to negotiate and work directly with FEMA Region 4 and FEMA Headquarters. We relish the opportunity to represent the District in their FEMA needs and are proud of our work performed to date. The District will not find a more trusted partner that can effectively negotiate FEMA claims and damages on its behalf, than Rostan.

***Simply put, our standard of work is respected, our personnel who will represent the District are respected, and we will ensure that West Port CDD is RESPECTED.***

## UNDERSTANDING THE FEMA PROCESS AND MANAGING GRANT AND PROGRAMMATIC REQUIREMENTS

Our Team understands applicable Federal policies and regulations that govern FEMA and other federally funded programs. Our objective is to ensure that the District recovers all eligible costs that were incurred as a result of a disaster and to provide local dedicated staff and resources to ensure satisfaction from project inception through closeout as expeditiously as possible, working intimately with outside stakeholders, such as FDEM, HUD, and FEMA. Understanding the comprehensive, detailed policies, procedures, and compliance requirements can be daunting for clients receiving Disaster Recovery funding. We are comprised of the best and the brightest in FEMA PA, HM, and CDBG, and our experience outlined in this proposal supports the resourcefulness that we will deliver to the District.

**EVERY PROJECT PROCESSED THE SAME WAY, REGARDLESS OF ITS SIZE, TYPE OR COMPLEXITY, RESULTS IN A WIDE RANGE OF PROCESSING TIMES.**



Our performance will be measured through the below objectives:

▄▄▄▄▶	Meeting with the District to discuss additional expenses and funding deficits
▄▄▄▄▶	Preparation, presenting and managing all associated grant amendments to FDEM and FEMA as requested by the District
▄▄▄▄▶	Performing all duties in compliance with FDEM and FEMA from the District guidance and regulation requirements 100% of the time
▄▄▄▄▶	Reporting grant management progress to the District monthly
▄▄▄▄▶	Providing and managing tracking of funds and budgetary changes to the District monthly
▄▄▄▄▶	Assisting in responding to and submitting any request for information to FEMA prior to given deadline

Our team, as infrastructure experts, are well-equipped to provide support for the FEMA Public Assistance Grant Program and the process immediately following a declared incident. The Public Assistance Grant Program, including 406 Mitigation, provides

<b>THE DISTRICT NEEDS A TEAM WHO ENCOMPASSES THE FOLLOWING CHARACTERISTICS:</b>
Can showcase demonstrated success that fund projects across FEMA Programs for the YMCA
Able to Provide sound guidance and programmatic direction
Can help the YMCA navigate the FEMA Program complexities and deliver a comprehensive Recovery and Mitigation Program

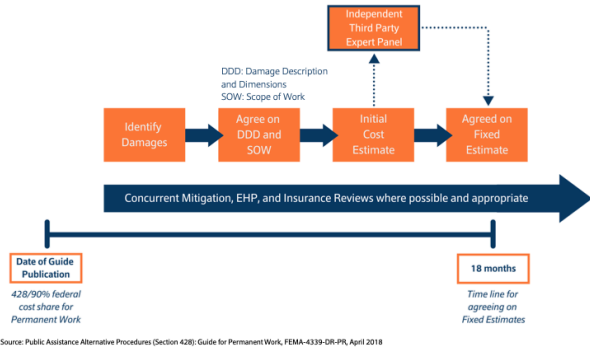
assistance to eligible entities who maintain and operate public infrastructure to respond, recover and mitigate impacts. We will assist with and oversee project formulation, cost estimating, project validation, project worksheet development, appeals, audits and grant closeouts on behalf of the District.

Our Team consists of experts that can do more than just administer and facilitate the grant process. Our experts will work directly with the District to implement and deliver the solutions that will rebuild the District infrastructure better than it was before, to establish resiliency. These solutions will be funded through approved FEMA Project Worksheets (PW) and Hazard Mitigation Proposals (HMP), on top

of any insurance proceeds. Our Team will assist with both implementations of these eligible projects as well as fulfillment of the reimbursement process.

**THE SANDY RECOVERY IMPROVEMENT ACT OF 2013**

**Section 428 Process**



**The Sandy Recovery Improvement Act of 2013 (SRIA) — Alternative Procedures Pilot Program:** Participation in the new alternative procedures is voluntary but can be leveraged in certain cases. Rostan, has successfully implemented the Alternative Procedures Pilot Program for a number of clients including \$1.7B restoration and mitigation funding for NYC Health and Districts Corporation, \$12M in relocation and rebuilds on new sites for educational institutions in Port Arthur, TX and Lafayette, LA and \$3.2M restoration and mitigation funding for the Escambia Community Clinic, FL. Our team of experts were instrumental elements (formerly) of the Louisiana Governor’s Office of Homeland Security and Emergency Preparedness Technical Team who sought tens of millions in 428 funding across numerous Louisiana Applications as well. Every disaster is unique, and Rostan’s Technical Team will work closely with

the District to develop the most appropriate funding program that benefits the Department.

***The District will have at its disposal a Project Team that can apply for and deliver the flexibility of the 428 Alternative Procedures Pilot Program to the benefit of the recovery process.***

**COMMUNITY DEVELOPMENT BLOCK GRANT-DISASTER RECOVERY (CDBG-DR)**

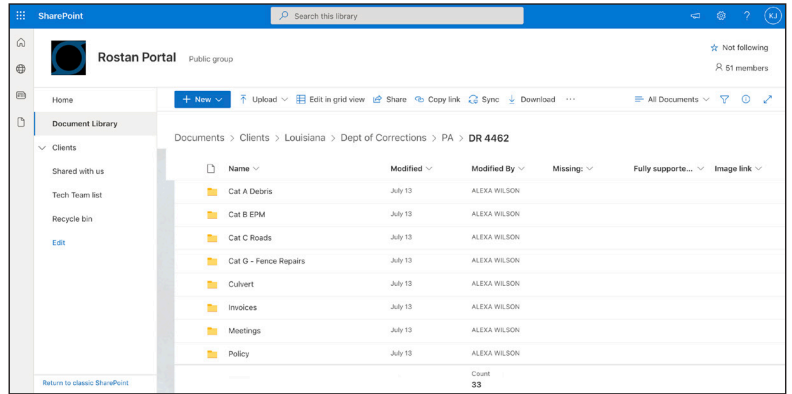
Rostan’s experience with CDBG-DR matching programs will be of significant benefit to the District in order to implement state cost share/match programs that are most advantageous to the District.

Collectively, we will ensure programmatic regulations are adhered to as it relates to Davis-Bacon and all required Labor Compliance reviews. Of significant importance is the matching non-federal share matching components that the CDBG-DR program affords to the District. Our team of policy experts can navigate the District through the complex matching requirements of this federal funding source and ensure that the non-federal match is met when this fund is available. Our Team has extensive experience in drafting Disaster Recovery Action Plans, amendments and developing disaster related policies, procedures, tracking systems, and monitoring plans.



### 3.3 MONITORING & QA/QC

As with the development of well thought out policies and procedures, monitoring plans are just as important. Based on our best practices, Rostan intends to provide status reports on a monthly basis to the District. The monthly status report will include, but not be limited to an email report with current status of grant funds, reimbursements, minutes and sign-in sheets from meetings, issues that affect the project funding and outstanding information requests. In fact, the disaster regulations specifically spell out the need for the approval of Quality Control and Monitoring plans. We commit to provide the appropriate and most qualified staff to perform the full spectrum of services, from project kickoff to closeout/audit, and we will leverage our SharePoint site to accomplish this.



We will convene with District Officials at the initial kick-off meeting to discuss the best option for the District and the appropriate access the District wishes to have to our SharePoint Site. Protocols for document upload will be discussed and agreed to and progress reports will be generated to offer insight to the District into progress toward project completion and obligation.

Our Team will customize and assist with a framework specific to the District to ensure that milestones are on target and financial elements are considered during the recovery process. Our QA/QC review procedures set management and quality processes into motion before project work begins. At the onset of the project, we determine data quality objectives, metrics, and the technical path to achieve these. We are accustomed to working across disciplines, business, and geographic lines to achieve successful project results for our clients.

### 3.4 REIMBURSEMENT REQUESTS AND CLOSEOUT

#### REIMBURSEMENT REQUESTS

Our comprehensive portfolio includes the submission of Requests for Reimbursement for many federal programs, specifically for Public Assistance and Hazard Mitigation Programs. In fact, the Rostan Team is responsible for some of the largest reimbursement requests for local clients on record, both for Public Assistance and also for Hazard Mitigation Grant Program Projects. Our Team is designed and structured to effectively streamline and manage eligible costs and all force account expenses, provide appropriate and specific source documentation of expenses, and deliver direct allocation of costs to the appropriate funding source when match is required. **Our objective, to the fullest extent possible, is to make EVERY Disaster that impacts the District a budget neutral Disaster.** This is attainable through our Team correlating the implementation of the project scope with the grant funding scope to streamline the reimbursement process, identify potential matching elements, and decreasing confusion and delays with the FEMA Consolidated Resource. This also involves our Program Team having a trusted relationship with the local FEMA personnel, assigned Program Delivery Managers, and FDEM — *which we will demonstrate to the District.*

#### CLOSEOUT



To minimize challenges with the project close-out process, we begin the accounting for closeout on day one of implementation, ensuring details are not forgotten or documents misplaced by the time critical audit preparation efforts begin. Our Team will begin preparing, internally, for a front-end audit in order to streamline projects through closeout. This process involves close coordinate with FDEM as the projects are being initially developed. Our approach is centered around FDEM involvement from the onset of a project so we can avoid any unnecessary delays for missing documentation. Prior to submitting reimbursement requests to FDEM, our team will conduct a thorough file review and QA/QC check to ensure project files are complete. Once complete, both our Project Manager, as well as our Program Manager, will sign off on the checklist to finalize the file for submittal to FDEM.

## 4.1 DEBRIS MONITORING SERVICES

While we never hope to see communities suffer from the devastating impacts a major disaster might bring, we recognize that they are a reality and seem to be more frequent in recent years. Our goal is to ensure the District is prepared to respond to and recover from a disaster debris generating event should it occur.

### PROJECT MANAGEMENT

Our Project Management approach is centered on 5 key principles. These principles have been paramount to the success we have had helping our clients recover from major disaster events.

Placing the public's safety and wellbeing first  
Utilization of locally hired residents, resources and businesses  
Listening to you and understanding your unique situation  
Responding with a sense of urgency and focus  
Maximizing your reimbursement funding

### UNDERSTANDING THE RFP

Rostan understands that the purpose of the District's RFP is to secure services necessary to augment the District's recovery efforts should a disaster occur. It is our understanding that Rostan will be responsible for the overall monitoring of debris collection, processing, and disposal. It is anticipated that Rostan will perform dedicated functions on behalf of the District in order to facilitate debris removal operations in an organized, efficient, and comprehensive manner, and to ensure the operation is conducted in accordance with federal and state guidelines in order to achieve maximum reimbursement funding. It is also our understanding that the Debris Removal Contractor(s) will provide the manpower and collection equipment to safely remove disaster debris.

### MOBILIZATION / OPERATIONAL PLAN

Rostan understands the importance of responsiveness and is highly prepared to respond rapidly in the event of a disaster. For this very reason and immediately prior to a forecasted event, Rostan will deploy its support team to an invulnerable location that will enable us to react quickly following impact. This location will be coordinated with District personnel and will be established once the direction and magnitude of a forecasted event are known with certainty. This will allow our team of experienced operations and logistics personnel, as well as necessary support staff, to mobilize equipment and other required resources to ensure rapid operational deployment immediately following the disaster event. Our client liaison and other key staff including our project manager will report as requested upon notification. Our team will be prepared to commence debris monitoring operations within 24 hours of issuance of Notice to Proceed.

For the purposes of this RFP, Rostan guarantees that the following response times will be met or exceeded following a disaster event:

TASK	GUARANTEED RESPONSE TIME
Pre-Event Coordination and Planning	72 Hours prior to event
Remote Staging of Equipment and Personnel	48 Hours prior to event
**Deploy Staged Personnel and Equipment to Affected Area	12 Hours after the event
Client Liaison and Key Staff Report to District EOC	As Requested
Perform Preliminary Damage Assessments and Debris Cost Estimates	24 Hours after the event
Assist the District with Equipment and Vehicle Certification	24 Hours after the event
Monitors Available to Begin Debris Removal Operations	24 Hours after the event

### CAPACITY

As a nimble, client-focused firm, Rostan understands the importance of resource management. We never over-commit our resources ensuring our clients always have timely access to the valued expertise and support they would expect. Our strategy is to selectively pursue and develop client relationships that we believe to be beneficial to both parties.

To facilitate this strategy, we have always limited the number of pursuits we undertake by both geography and our total resource capacity. We currently employ more than 50 disaster recovery industry professionals with both private and public-sector experience and are able to augment our staff extremely rapidly through our hiring resources. We regularly hire in excess of 100 additional staff members during peak seasons.

## ON-CALL STAFF

Rostan’s staff reserves consist of cadres of veteran disaster debris project specialists identified and assembled over years of disaster events. These staff reserves allow us to supplement our deployment efforts while engaging and training locally hired staff. The Rostan Team staff reserves “fill the gaps” until such time we can provide properly trained and experienced local staff to fulfill the requirements of debris recovery efforts. Staff reserves are well versed in FEMA regulations and guidelines including the relevant parts of the *Public Assistance Program & Policy Guide FP-104-009-2/June 2020*, *Public Assistance Debris Monitoring Guide/March 2021*, and supplementals.

## QUALITY CONTROL PLAN

Rostan personnel at all levels are aware of the importance of providing a quality work product. Our designated Client Manager, Travis Mays, is also certified in Construction Quality Management (CQM) through the USACE certification program. We understand that validated data and appropriate field documentation are the pillars that support the applicant reimbursement request. We take considerable care to ensure that our data is reconciled daily, and that any potential inaccuracies are identified and corrected as quickly as possible. We have a significant track record of providing reliable data to support reimbursement requests including on many of the largest USACE projects in recent memory.

QA/QC TASKS GENERALLY INCLUDE BUT ARE NOT LIMITED TO:
Daily review of HaulPass® ticket data, scale receipts and other manifests DMS permit application review and approvals Reconnaissance of current debris zones for daily progress Random re-certifications of debris contractor vehicles Random health and safety inspections and audits
ADDITIONALLY, THE HAULPASS® SYSTEM PROVIDES SIGNIFICANT QA/QC FUNCTIONS FOR:
ROW Monitor location tracking and performance measurement Damage resolutions GIS-based debris collection progress mapping DMS Monitor performance measurement and audits Debris contractor performance measurement and resource allocation Debris contractor invoice reconciliation Reimbursement support documentation audit

## DATA MANAGEMENT AND REPORTING

### HAULPASS®: BACKGROUND



Following Hurricane Katrina, HaulPass® was developed and piloted to USACE in early 2006, proving to be a better approach that would become the industry benchmark for years to come. For nearly 5 years, HaulPass® remained the singular ADMS solution in the debris monitoring services industry as competitors were slow to adapt. As a result, HaulPass® was the only ADMS to have been offered by respondents in all 11 Regions under the USACE Advanced Contracting Initiative (ACI) program and the only ADMS to be validated by the USACE in 2008. Industry competitors were soon forced to adapt or risk remaining uncompetitive in the lucrative federal marketplace.

***Rostan is the exclusive provider of our proprietary HaulPass® ADMS – the most proven system in the industry. HaulPass® is so reliable and easy to use that Rostan has not utilized paper load tickets since 2008 – for any client, period.***

While HaulPass® in its original form remained extremely dependable until its retirement following the 2018 hurricane season, Rostan had begun a strategic rebuild to capitalize on emerging technologies and to move HaulPass® to a new operating platform to ensure its long-term viability.

The updated HaulPass® was successfully deployed on its first assignment in the fall of 2019 marking the beginning of a new era for Rostan and HaulPass®. In the years since, the updated HaulPass® has proven to be as reliable as the original while capitalizing on new technologies to enhance current software capabilities. Development continues to this day in an effort to continually improve our software offerings and remain at the forefront of ADMS technologies.

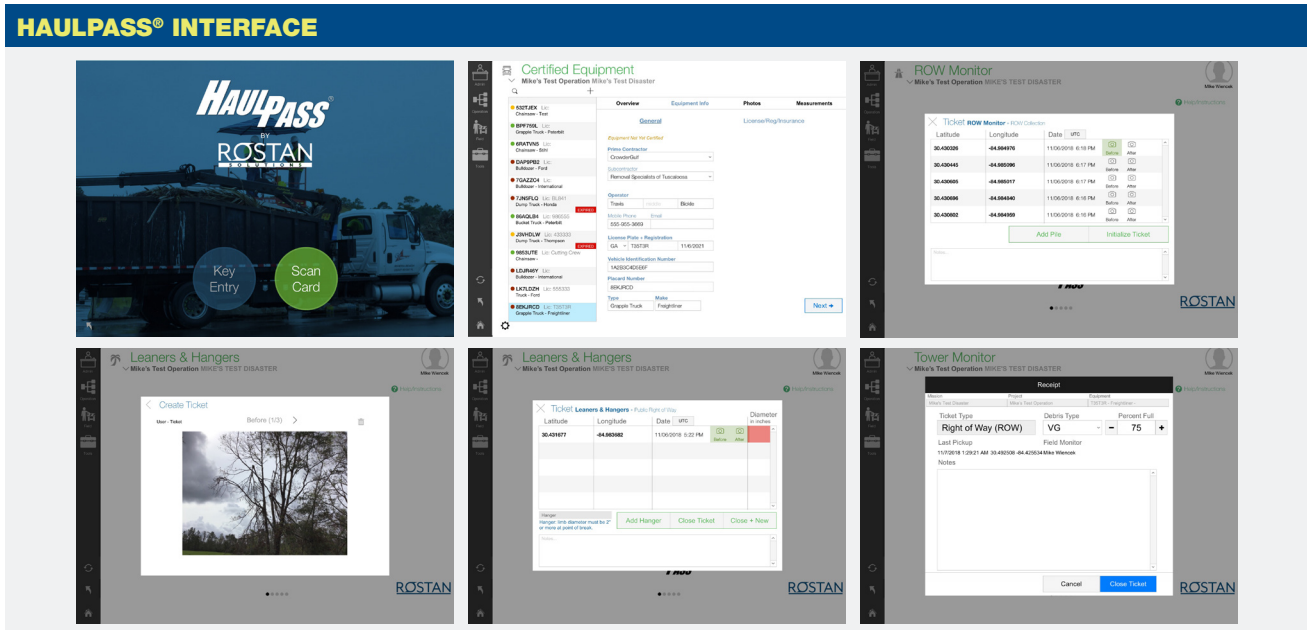
## HAULPASS®: SYSTEM OVERVIEW

HaulPass® combines three primary components, our field application, data systems, and the website, to provide a comprehensive operations and data management platform organized to promote efficiency and minimize administrative burdens associated with federal grant programs. HaulPass® can now operate in two modes, completely connected (live) when data services are available throughout the project area, and in remote mode when connectivity may be limited, especially after a catastrophic event.

## FIELD APPLICATION

Designed on the Claris/FileMaker platform, a subsidiary of Apple Inc., the HaulPass® field application includes certification interfaces, ticketing modules, tools, operations and disposal site setup, configuration menus, and administration preferences. Built exclusively for Apple iOS devices, HaulPass® was optimized specifically for iPads. Combining an iPad with an RFID reader/writer enveloped in a custom case, both produced by Infinite Peripherals, results in a hardware outfit that can run the entire field application. To produce paper receipts, HaulPass® integrates a thermal printer into select processes if necessary.




General access to the field application is restricted to authorized users only and application features including ticketing modules are further restricted based on user permission sets. The permissions structure invokes an enhanced level of control and security that was not achievable on older hardware platforms. The field applications encompass a level of flexibility and customization options that enable HaulPass® to meet data collection demands of even the most unique projects. Supported by a full development team, HaulPass® has transitioned from a data collection and load ticketing application to an operations management platform, complete with multiple ticketing modules, equipment certifications, survey and assessment tools, and contractor damage tracking.





## DATA SYSTEMS

HaulPass® is supported by a variety of data platforms that are seamlessly integrated to develop, process, transfer, store, and secure/backup data. Rostan maintains ownership and / or control of all data systems and storage services ensuring that we will always have access to client data.

 <p><b>AWS S3 and Glacier</b></p>	<p>Serves as the foundation for HaulPass® cloud storage needs. S3 is a secure, durable, and scalable object storage infrastructure that supports HaulPass® data storage demands for active and recent projects. Glacier is used for long-term/indefinite storage of past-project data long after it is typically needed.</p>
 <p><b>MySQL</b></p>	<p>Serves to process and temporarily store data synchronized through MirrorSync. MirrorSync is the sync engine that communicates between the field application and MySQL. MySQL ultimately synchs with the FileMaker Database on standard process schedules.</p>
 <p><b>FileMaker</b> An Apple Subsidiary</p>	<p>Serves as the HaulPass® development and architectural platform and houses the primary database structure.</p>

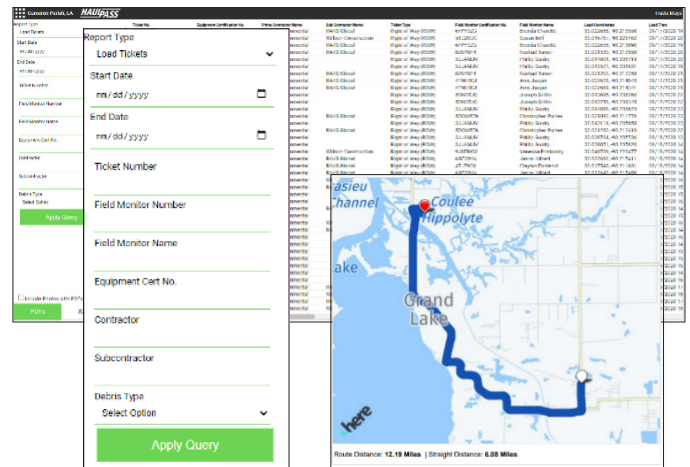
*Rostan can integrate an API directly with our data systems if necessary.*

## THE WEBSITE

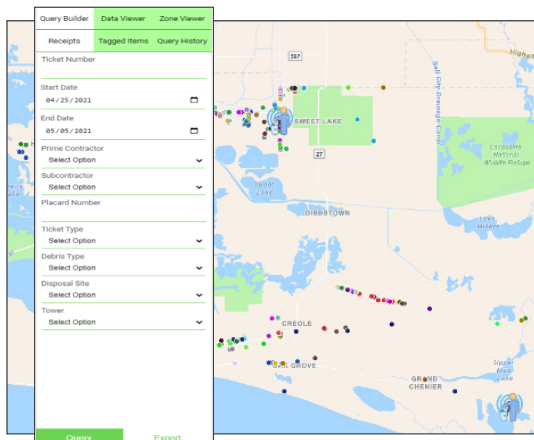
To complement HaulPass®, Rostan has also undertaken a complete rebuild of our web interface, www.haulpass.com. The website, accessible by credentialed project stakeholders, provides users with the ability to query, export, and review data in multiple format types as well as interact with the HaulPass® GIS interface supported by ESRI/ArcGIS.

### DATA ACCESS

The HaulPass® website is the primary direct access interface for project stakeholders. Project data is used to monitor work progress, review work performed and produce project reports, reconcile contractor invoices, drive operational objectives, and support reimbursement claims. HaulPass® data is arranged in a series of standard reports and can be queried to dissect standard report data before exporting in .xlsx (Excel) or .pdf (PDF) formats. PDF records allow stakeholders to export ticket imagery that is not otherwise available in standard table format. PDF records also include a map reproduction of the pickup and disposal locations. Rostan can easily develop and make available client specific reports upon request.



The screenshot shows a web interface for generating reports. On the left, there's a 'Report Type' dropdown set to 'Load Tickets'. Below it are input fields for 'Start Date' (mm/dd/yyyy), 'End Date' (mm/dd/yyyy), 'Ticket Number', 'Field Monitor Number', 'Field Monitor Name', 'Equipment Cert No.', 'Contractor', 'Subcontractor', and 'Debris Type' (with a 'Select Option' dropdown). An 'Apply Query' button is at the bottom. On the right, a map shows a route around Grand Lake with labels for 'Coulée Hippolyte' and 'Grand Lake'. A distance indicator at the bottom of the map shows 'Route Distance: 12.19 Miles | Straight Distance: 6.08 Miles'.



The screenshot shows a GIS interface with a map of the Grand Lake area. On the left, there's a 'Query Builder' sidebar with sections for 'Data Viewer', 'Zone Viewer', 'Receipts', 'Tagged Items', and 'Query History'. Below these are various filter options: 'Ticket Number', 'Start Date' (04/25/2021), 'End Date' (05/05/2021), 'Prime Contractor', 'Subcontractor', 'Placed Number', 'Ticket Type', 'Debris Type', 'Disposal Site', and 'Tower'. At the bottom of the sidebar are 'Query' and 'Export' buttons. The map shows several colored points representing data points across the lake area.

### MAPPING AND GIS

The HaulPass® website has an interactive GIS interface supported by ESRI/ArcGIS that is available to project stakeholders and updated as data points are generated. Queries allow users to dissect geographical data and retrieve ticket records associated with geo-points. Queries are stackable, making it easy to define a particular data subset. The map displays in traditional and satellite view and has the capacity to integrate layers for greater operational awareness.

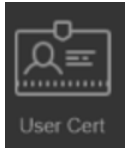


## HAULPASS®: CORE MODULES

HaulPass® core modules include two primary categories, ticketing and certifications. Certifications enables user and equipment to interact with the ticketing modules to collect data and track debris removal efforts as they occur.

### CERTIFICATIONS

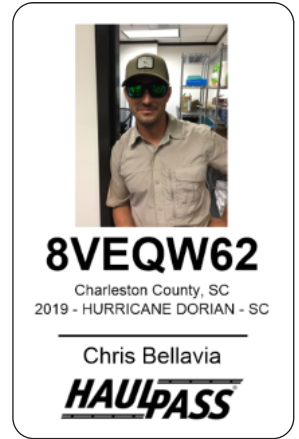
HaulPass® certifications include two certification types, one focused on users, and the other focused on the equipment used to remove debris.



**User certifications** provide credentialed employees with access to the HaulPass® system. Users are provided with role-based access to the different features, functions, and modules included within HaulPass®. Dedicated user roles enable Rostan to keep tight control over system access minimizing a user's ability to create redundant, unnecessary, or even worse fraudulent records.



**Equipment certifications** are required FEMA documentation and primarily serve to establish the debris carrying capacity of each truck, container, or trailer. HaulPass® completely digitizes the certification process to include photo documentation, certified measurements, and signature verification of the certifier, contractor representative, and stakeholder witness if necessary. Each piece of certified equipment is issued a HaulPass® card used to transfer load ticket and transactional data between the point of collection and the point of temporary or final disposal.



## HAULPASS® EQUIPMENT CERTIFICATION

### TICKETING



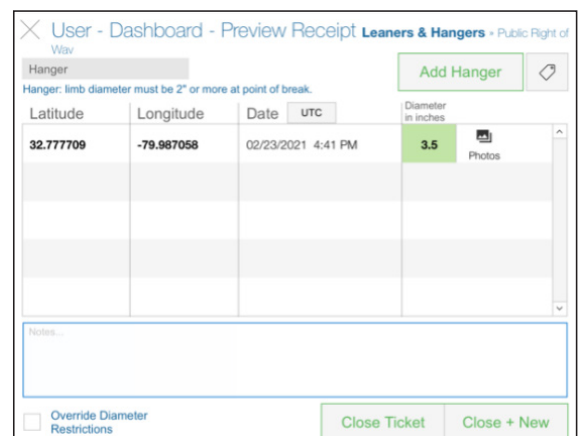
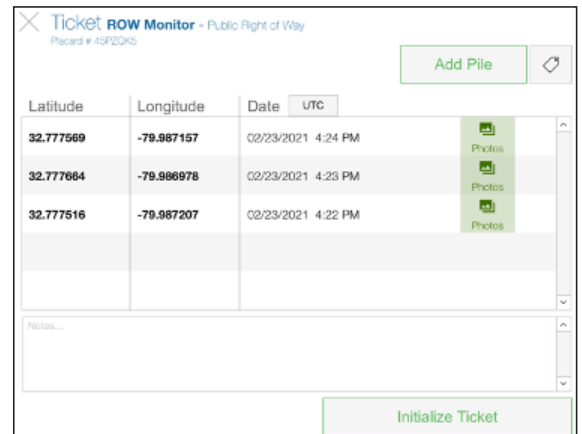
HaulPass® incorporates a series of ticketing modules designed to track typical post-disaster debris streams. Ticketing modules were designed with flexibility in mind to allow for easy on-the-fly adjustment when new debris types are inevitably encountered. Primary ticketing functions include ROW debris removal and disposal, hazardous trees, stumps and limb removal, and specialized debris such as white goods and vehicles and vessels. All ticketing modules require certified users to verify each equipment certification prior to initiating a transaction-based ticket.

#### ROW MODULE

The ROW module is designed to capture equipment specific transactions that involve one or many loading locations and one disposal location. ROW transactions are generated in two parts consisting of load (field) data and disposal (tower) data that when combined create a complete ticket record. The ROW module pairs with the Tower module to complete what are primarily volume or weight-based transactions and incorporates distance and disposal-based fees that may be associated with the hauling transactions.

#### HAZARDOUS TREES MODULE

The Hazardous Trees module is used to document the removal of overhead hazards to include hanging limbs and trees that require complete removal. FEMA has established specific requirements for hazardous trees to include verifiable measurements and photo documentation to prove the hazards physical relation to the ROW. Hazardous trees are treated as per unit transactions and do not require the use of the Tower module. Each transaction creates a digital ticket record which can include a paper receipt as needed.



## SPECIALIZED DEBRIS MODULE

Specialized Debris modules were developed to capture less common debris streams typically produced only by the most severe disaster events. White goods (appliances) and vehicle and vessel removal are two Specialized Debris streams that require the capture of unique data points. This led to the creation of modules specifically designed to capture the necessary elements associated with each debris type.

Equipment Information	
Placard	7YMALBS
License Plate	ABCDEF
Make	Peterbilt
Max Capacity	39.7 CY
Prime Contractor	TEST CONTRACTOR 2021
Sub Contractor	

Tower Information	Monitor Information
Tower	Tower 1
Site Name	Folly Boat Ramp DMS
	Field Monitor
	Phone #

Debris Information	
Ticket Type	Photos
Debris Type	
Load Call	
Quantity	
Notes	

## TOWER MODULE

The Tower module pairs with all ticketing modules that required a disposal location. Authorized system users verify the hauling equipment, authorize acceptance of debris, and assign a quantity to each load received. The Tower module requires disposal site configurations which are established the HaulPass® operations setup menu. Digital ticket records are closed, and a paper receipt can be issued to the equipment operator as needed.

## HAULPASS®: HARDWARE



One of the key considerations made while updating HaulPass® was streamlining the system's hardware requirements. The new system is a slimmed down version of the original, supported by strong vendor relationships that enable Rostan to procure additional hardware and supplies as needed to support project efforts.

### HARDWARE

Rostan maintains on-hand and in a ready state sufficient equipment to supply more than 400 field personnel with HaulPass® equipment. We maintain strong vendor accounts with our major hardware providers and can secure additional hardware in less than 48 hours. In more than 15 years providing ADMS as a service we have never delayed a project or have been unable to properly service a client due to hardware shortages.

## HAULPASS®: EXPORTS & REPORTS

HaulPass® is the data collection engine that drives all Rostan reporting. From singular ticket exports to daily operational summaries, Rostan utilizes HaulPass® data to develop components of every project deliverable. Sample exports and reports are included below.

### HAULPASS® INDIVIDUAL TICKET .PDF EXPORT

Mission Name	
2021 - Hurricane Laura - LA/Cameron Parish, LA	
Ticket ID	8KPHPUF
Contractor Information	
CERTIFICATION ID	724XEQE
Prime Contractor	AshBritt Environmental
Sub Contractor	Beeghly Tree, LLC
Certified Capacity	72.4 CY

Load Information	
Field Monitor	James Foster
Monitor ID	6J293F4
Ticket Type	Right of Way (ROW)
Pickup Count	2
Load Coordinates	29.991182, -93.359021
Load Time (UTC)	2021/09/28 15:27:33 PM

Disposal Information	
Tower Monitor	Dwaine Williams
Monitor ID	3ZRBVAX
Site Name	C2M debris disposal site
Site Coordinates	32.741163, -80.241524
Disposal Time (UTC)	2021/09/28 15:41:16 PM
Debris Type	VEG
Load Call	70%
Quantity	50.7 CY

Before		After	

HAULPASS® A ROSTAN SOLUTIONS PRODUCT | WWW.ROSTAN.COM Created on 28/2021 at 8:52 AM

### HAULPASS® RECEIPT EXPORT

Contractor Information	
Certification ID	724XEQE
Prime	AshBritt Environmental
Sub	Beeghly Tree, LLC

Load Information	
Monitor ID	6J293F4
Ticket Type	Right of Way (ROW)
Load Coordinates	32.741163, -80.241524
Load Time (UTC)	9/11/2019 14:52

Disposal Information	
Monitor ID	3ZRBVAX
Site Name	Hyde Park Road DMS
Tower Coordinates	32.816010, -80.258294
Disposal Time (UTC)	9/11/2019 15:21
Debris Type	VEG
Certified Capacity	72.4 CY
Load Call	70%
Calculated Quantity	50.7 CY

TICKET COPY  
A ROSTAN SOLUTIONS PRODUCT  
WWW.HAULPASS.COM | WWW.ROSTAN.COM

Contractor Information	
Certification ID	7DX4FJE
Prime	AshBritt Environmental
Sub	Tri-Rivers

Ticket Information	
Monitor ID	3KDFRM6
Ticket Type	Hanger
Load Coordinates	32.745113, -79.935474
Load Time (UTC)	9/28/2019 21:11
Unit Quantity	1.0

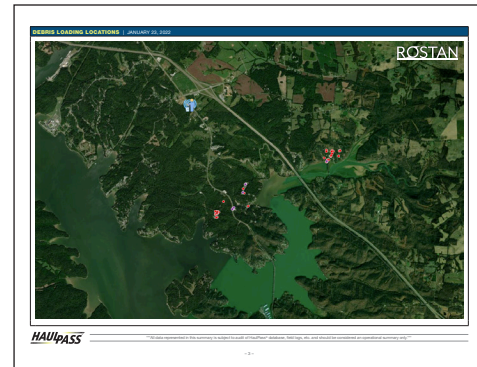
TICKET COPY  
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WWW.HAULPASS.COM | WWW.ROSTAN.COM

Contractor Information	
Certification ID	6Z7SHY7
Prime	AshBritt Environmental
Sub	Beeghly Tree, LLC

Ticket Information	
Monitor ID	FVFFX96
Ticket Type	Leaner
Coordinates	32.751299, -80.077336
Time (UTC)	10/5/2019 14:41
Quantity	1.0
Diameter	17.1 in

TICKET COPY  
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# DAILY OPERATIONAL REPORT



## ADDITIONAL SERVICES

In addition to debris monitoring services, Rostan regularly provides strategic consulting and public assistance support services to clients. These services complement our debris-related offerings and nurture the project life cycle from implementation to closeout and audits if necessary. This includes oftentimes serving as the owner's agent or liaison between project stakeholders. Many clients simply do not have the ability to take on these responsibilities with force account resources because the process can be long, cumbersome, and unfamiliar.

## 5.1 RATE SCHEDULE

POSITION	HOURLY RATE
<b>GRANTS MANAGEMENT</b>	
<b>PROGRAM</b>	
Principal/Program Manager	\$195.00
Senior Program Specialist	\$180.00
Project Manager	\$165.00
Senior Consultant	\$155.00
Consultant	\$135.00
Junior Consultant	\$105.00
Administrative Support	\$85.00
<b>TECHNICAL</b>	
Senior Appeal/Policy Specialist	\$225.00
Appeal/Policy Specialist	\$170.00
Senior Technical Specialist	\$180.00
Technical Specialist	\$155.00
Junior Technical Specialist	\$135.00

POSITION	HOURLY RATE
<b>DEBRIS MONITORING</b>	
FEMA Reimbursement Manager	\$135.00
FEMA Specialist	\$120.00
Program Manager	\$105.00
Project Manager	\$90.00
Operations Manager	\$80.00
Field Supervisor	\$50.00
Loading Site Monitor	\$39.00
Debris Site/Tower Monitor	\$39.00
Data Manager	\$80.00
GIS Analyst	\$70.00
Environmental Specialist	\$70.00
Administrative Assistant	\$35.00
Billing/Invoice Analyst	\$60.00

**Expenses and Travel:** Expenses and Travel: Rates are inclusive of all costs with the exception of those expenses related to per diem for meals and incidentals, allowable mileage and/or rental vehicles, rental vehicle petroleum products, airfare, and lodging (lodging may be billed as actual cost or as a lodging per diem cost item). Per diem amounts will comply with General Services Administration (GSA) Federal Travel Regulation (FTR) and Travel/Per Diem Bulletins. Receipts will be provided for non per diem expense costs.

# GRANT MANAGEMENT AND DEBRIS REMOVAL OVERSIGHT SERVICES



Request for Proposals | January 11, 2023



## GRANT MANAGEMENT AND DEBRIS REMOVAL OVERSIGHT SERVICES FOR WEST PORT CDD

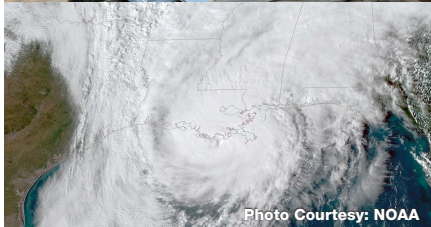


Photo Courtesy: NOAA



### APPENDIX – ROSTAN TEAM RESUMES

#### SUBMITTED BY

**ROSTAN SOLUTIONS, LLC**

8282 Goodwood Boulevard  
Suite W6

Baton Rouge, LA 70806

Kyle Jones, Vice President

Phone: 225.202.3637

Fax: 813.333.7330

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

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



## YEARS OF EXPERIENCE

20

## EDUCATION

BA, Business Administration,  
Louisiana State University, 2007

## PROFESSIONAL REGISTRATIONS

- Certified Emergency Manager (CEM)

## QUALIFICATIONS

- FEMA Professional Development Series
- IS-139: Exercise Design
- IS-230 b: Fundamentals of Emergency Management
- IS-235 b: Emergency Planning
- IS-240 a: Leadership & Influence
- IS-241 a: Decision Making & Problem Solving
- IS-242 a: Effective Communication
- IS-244 a: Developing & Managing Volunteers
- FEMA Multi-Hazard Emergency Planning for Schools – Train the Trainer
- HS/TEEX Threat & Risk Assessment Course
- IS-00001: Emergency Program Manager
- IS-07: A Citizen's Guide to Disaster Assistance
- IS-26: Guide to Points of Distribution
- IS-100: Intro to ICS
- IS-100.SCa: Intro to ICS for Schools
- IS-200: ICS for Single Resources & Initial Action Incidents
- IS-212: Intro to Unified Hazard Mitigation Assistance

Mr. Jones is a Certified Emergency Manager with a tenured background in emergency management, public assistance, and federal cost recovery programs. Mr. Jones specializes in maximizing funding sources for clients and applying the federal regulations and/or policies to projects. Mr. Jones also specializes in FEMA Appeals, Code of Federal Regulation analysis, and interfaces with FEMA and State Agencies on behalf of clients to ensure program success for project funding. Mr. Jones' extensive disaster recovery background yields tremendous programmatic knowledge of the 404 and 406 mitigation programs with nearly two decades of hands-on experience in managing HMGP/HMA, Public Assistance Programs, and other major federal disaster declarations on behalf of clients.

## PROFESSIONAL EXPERIENCE

**ROSTAN SOLUTIONS || BATON ROUGE, LA || 2018–PRESENT**  
Principal/Vice President

**ARCADIS NORTH AMERICA || BATON ROUGE, LA || 2014–2018**  
Director, Disaster Programs

**EAST BATON ROUGE PARISH || BATON ROUGE, LA || 2007–2014**  
Deputy Director

**STATE OF LOUISIANA OFFICE OF EMERGENCY PREPAREDNESS – MILITARY DEPARTMENT || BATON ROUGE, LA || 2003–2007**  
Operations Support & Management

## PROJECT AND PROGRAMS EXPERIENCE

**LOCAL GOVERNMENTS, SCHOOLS, STATE AGENCY, PRIVATE-NON-PROFITS (PNP), HOUSES OF WORSHIP (HOW), AND HOUSING AUTHORITIES || 2014–PRESENT**  
Public Assistance Program Management

Serves as the Program Executive and Principal for Public Assistance and Hazard Mitigation Assistance Programs on behalf of clients that are impacted by a disaster totaling over \$2.5B in program management since 2014. Responsible for managing projects and representing client interests from the initial scoping meeting through closeout and subsequent appeals across numerous sectors of Applicants.

Local Government recovery experience includes assistance provided to West Feliciana, St. James Parish, Plaquemines Parish, West Feliciana Sheriff's Office, West Feliciana Parish Hospital, City of Sulphur, City of Lake Charles, and the City of Pinellas Park, Acadia Parish, Beauregard Parish, Concordia Police Jury, Diamondhead MS, Gramercy LA, Gretna, LA, Jackson LA, Jefferson Parish, Kenner LA, Litcher LA, Madisonville LA, Mansura LA, Midway, FL, Natchitoches Parish, North Port FL, Pearl River LA, Point Coupee Parish Sheriff's Office, Quincy FL, St. Mary Parish LA, St. Tammany Parish LA, Town of Simmesport LA, West Carroll Parish Sheriff's Office LA, Westlake LA, Wilkinson County MS, Plaquemines Medical Center LA, Plaquemines Port Harbor Terminal District.

School recovery experience includes assistance provided to West Feliciana Parish Schools, Fort Worth ISD-TX, Texas City ISD-TX, Little Cypress ISD-TX, Huffman ISD-TX, Corpus Christi ISD-TX, Gadsden County Schools, and Polk County Schools-FL, Louisiana College.

State Agency recovery experience includes assistance provided to Louisiana Department of Corrections and Florida State Hospitals, Kisatchie Regional Planning & Development District.

Private-Non-Profits (PNP) recovery experience includes assistance provided to Group Health Cooperative-South Central Wisconsin and Early Education and Care, Inc-FL, United Christian Academy-TX, Community Christian School-TX, and Hamilton Christian Academy, LA, St. Vincent



de Paul- Paulina/Lutcher/Gramercy, St. George Catholic Church and School LA, Aetna Better Health of Louisiana, Blue Cross Blue Shield of Louisiana, Diocese of St. Thomas USVI, YMCA of the Capital Area- Baton Rouge LA, Church of the King LA, Community Action Program Committee, Inc.

House of Worship recovery experience includes assistance provided to Apostolic Christian Church-LA and First Baptist Church of Denham Springs-LA, Louisiana Baptist Convention.

Housing Authority Recovery experience includes assistance provided to Duson Housing Authority, New Iberia Housing Authority, Oakdale Housing Authority, and Eunice Housing Authority.

Serves as the Program Executive and Principal for Hazard Mitigation Assistance Programs on behalf of clients that are impacted by a disaster totaling over \$500MM in program management since 2014. Represents agencies interests for various hazard mitigation projects, including Louisiana State Penitentiary, West Feliciana, St. James, and Iberville Parish.

## **MULTIPLE LOUISIANA CLIENTS || 2014-PRESENT**

### **Hazard Mitigation Assistance (HMA) Project Management**

Serves as the Program Executive and Principal for Hazard Mitigation Assistance Programs on behalf of clients that are impacted by a disaster totaling over \$500MM in program management since 2014. Represents agencies interests for various hazard mitigation projects, including Louisiana State Penitentiary, West Feliciana, St. James and Iberville Parish. Responsible for coordinating the project activities and serving as the executive liaison amongst the client, subcontracting companies involved in primary basic engineering tasks including the hydraulic and hydrologic study. Additional responsibilities include data collection and dissemination for all tasks involved in the project as well as reporting to the state of Louisiana for record keeping, including state-required requests for reimbursement and quarterly reporting.

## **MULTIPLE LOUISIANA CLIENTS || 2007-2014**

### **Emergency Planning**

Developed East Baton Rouge Parish, Pointe Coupee Parish, Vermilion Parish and Evangeline Parish Emergency Operations Plan (EOP). Developed East Baton Rouge Parish, Pointe Coupee Parish, Vermilion Parish and Evangeline Parish Continuity of Operations Plan (COOP). Developed the first Point of Distribution (POD) Plan for the City of Baton Rouge, Parish of East Baton Rouge and managed and maintained database of all Critical Infrastructure / Key Resource facilities parish wide. Responsible for managing the EOC during activations and streamlining resource requests during activations, facilitated briefings during EOC activation for the Mayor-President.

## **MULTIPLE CLIENTS || 2007-2014**

### **Public Assistance, Hazard Mitigation and Program Administration**

Managed the Public Assistance and Hazard Mitigation Programs for East Baton Rouge Parish totaling more than \$300 million in federal funding. Managed preliminary damage assessments (PDA) and streamlined reporting processes for the Parish. Served as the City-Parish Authorized Representative for FEMA Public Assistance & Hazard Mitigation Programs and Appeals, Department of Homeland Security Office of Inspector General (OIG) Audits, and Louisiana Legislative Auditor (LLA) Site Visits. City-Parish Homeland Security & Emergency Preparedness Liaison to the East Baton Rouge Parish School System & Voluntary Organizations Active in Disasters (VOAD) for all engagements. Directly managed and oversaw the entire East Baton Rouge Parish Hazard Mitigation Assistance (HMA) program with \$26MM of funding being granted to East Baton Rouge Parish during tenure. Projects included: FMA Acquisition of 8 Structures, HMGP-DR 1786 Acquisition of 24 Structures, HMGP-DR 4080 Wind Hardening Project, HMGP-DR 1786 Wind Retrofit & Floodproofing, SRL Acquisition of 8 Structures, HMGP-DR 1603 Acquisition of 8 Structures, HMGP-DR 1603 Critical Infrastructure Generator Installation.

## **EOC ACTIVATION, SPACE SHUTTLE COLUMBIA DISASTER, FLOODING, HURRICANE RESPONSE || 2003-2006**

### **Disaster Recovery and Response Coordination**

Assisted Disaster Recovery Division with FEMA Public Assistance Windshield Surveys and Funding Implementation on behalf of Parishes for DR-1521 and DR-1668 (Flooding) and Hurricane Ivan Response Efforts (DR-1548). Coordinated State response efforts with the Operations Division and managed state and local resource requests during Space Shuttle Columbia Crash for DR-3172 and coordinated crash site coordinates with the Louisiana Air National Guard inside State Emergency Operations Center (EOC).



## YEARS OF EXPERIENCE

15

## EDUCATION

BA, Marketing, University of Houston, 2006

## CERTIFICATIONS & TRAINING

- Construction Quality Management (CQM) – USACE/NAVFAC
- Hazardous Waste Operations and Emergency Response Training (40HR Initial/8 HR Refresher)
- IS-100: Introduction to Incident Command Systems

## RECOVERY EVENTS

### 2021

Tornado, KY	Hurricane Ida
Wildfires, CA	Hurricane Nicholas

### 2020

Wildfires, CA/OR	Hurricane Laura
Hurricane Zeta	Severe Storms, IA
Hurricane Delta	Hurricane Isaias

### 2019

Hurricane Dorian	Tornado, TX
Flooding, LA	

### 2018

Hurricane Michael	Hurricane Florence
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### 2017

Hurricane Maria	Hurricane Harvey
Hurricane Irma	

### 2016

Hurricane Matthew	Flooding, LA
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### 2015

Flooding, SC	Ice Storms, TN
Avain Flu, IA	

### 2012

Hurricane Sandy

### 2011

Hurricane Irene	Tornado, AL
Tornado, MO	

### 2010

Earthquake, Haiti

### 2008

Hurricane Ike

Mr. Mays joined the Rostan team in 2008 following a brief stint in the insurance industry after graduating from the University of Houston in 2006. He currently serves as Rostan's Vice President of Debris Programs. Mr. Mays prefers a hands-on approach to projects and is regularly involved in the day-to-day activities of Rostan projects large and small. He often serves as the project manager or a technical advisor on Rostan's most critical projects. During his 14 years with Rostan, he has served in every operational debris monitoring role and utilizes this knowledge to inform his team's continued development. He also serves as the business development lead for debris monitoring pursuits and led the re-development of HaulPass®, Rostan's exclusive ADMS. In addition to emergency programs, Mr. Mays maintains working knowledge of FEMA's permanent work and mitigation programs.

## RECENT PROFESSIONAL EXPERIENCE

### LYON COUNTY, KY || FEMA DR-4630 || 2021-PRESENT

#### Debris Monitoring and Public Assistance Support Services

Rostan was hired by Lyon County, KY shortly after deadly tornadoes on December 10 impacted most of southwestern Kentucky. Rostan mobilized within a few days to begin monitoring operations and has monitored nearly 60,000 CY to date. This project is expected to continue through first quarter 2022.

### CALIFORNIA || PACIFIC GAS & ELECTRIC || 2021-PRESENT

#### Wildfire Response and Inspection Services

Rostan provided a team of Task Force Leaders to conduct vegetation inspection and oversight along distribution and transmission line in the footprint of the Dixie Fire. Rostan was additionally provided with subsequent opportunities to support the Fawn Fire, and the North Coast and North Valley Enhanced Vegetation Management (EVM) program administered by PG&E. This work is ongoing.

### MULTIPLE LOUISIANA JURISDICTIONS || FEMA DR-4611 || 2021- PRESENT

#### Debris Monitoring, Program Management, and Public Assistance Support Services

Following Hurricane Ida, Rostan was activated by several on-call clients in eastern Louisiana to support debris removal operations and implement private property debris removal (PPDR) programs. Clients include:

New Orleans City Park	City of Slidell	Plaquemines Parish	St. James Parish
City of Gretna	Town of Pearl River	Town of Litcher	Town of Gramercy

### BRAZORIA COUNTY, TX || HURRICANE NICHOLAS || 2021

#### Debris Monitoring and Management

Rostan was activated to provide debris monitoring services following impacts from Hurricane Nicholas in Brazoria County, TX. Rostan monitored the removal and disposal of nearly 60,000 CY. Nearly 900 loads of debris were received at the disposal site by County contractors. Additionally, Rostan documented receipt of debris at the DMS from a number of other municipalities within the County.

### CALIFORNIA/OREGON || FEMA FM-5365/5369 || 2020-2021

#### Wildfire Response and Inspection Services

Rostan provided Consulting Utility and Senior Consulting Utility Foresters in support of PacifiCorp, Inc. following the Archie Creek Fire in Oregon and the Slater Fire in northern California/Oregon. Rostan provided 40 employees to conduct hazardous tree inspections along transmission and distribution lines in rugged, remote terrain. This project required 20 weeks to complete.



**MULTIPLE LOUISIANA JURISDICTIONS || FEMA DR-4559, DR-4570, DR-4577 || 2020– PRESENT****Debris Monitoring and Public Assistance Support Services**

Vice President responsible for project quality control and providing technical expertise to support Rostan's deployment and debris monitoring projects for multiple jurisdictions in Louisiana following Hurricanes Laura, Delta and Zeta. Rostan provided services to West Feliciana Parish, the second debris removal project for this client in as many years, and to New Orleans City Park.

Rostan's response in Cameron Parish, where Hurricane Laura made landfall, was Rostan's largest project of 2020, requiring more than 100 employees and documenting the collection of more than 1.3 million cubic yards to date. This project is ongoing.

**TOWN OF CAROLINA BEACH, NC || FEMA DR-4568 || 2020****Debris Monitoring and Public Assistance Support Services**

Vice President provided technical assistance to support the City of Carolina Beach, NC following Hurricane Isaias landfall on August 3, 2020. This was Rostan's second deployment in Carolina Beach in the past three years, having previously responded to meet the City's needs following Hurricane Florence in 2018.

**MULTIPLE IOWA JURISDICTIONS || FEMA DR-4557 || 2020****Debris Monitoring and Public Assistance Support Services**

Vice President provided technical expertise to support multiple municipalities that were affected by a sudden Derecho event in August 2020. Rostan provided FEMA reimbursement assistance, debris removal monitoring, DMS monitoring and hired, trained, and deployed more than 20 local staff. Municipal clients included the City of Tama, City of Toledo, City of Gladbrook, City of State Center and the Tama County Conservation District.

**WEST FELICIANA PARISH, LA || FEMA DR-4462 || 2019–PRESENT****Debris Monitoring and Public Assistance Support Services**

Vice President responsible for project quality control and providing technical expertise to support West Feliciana Parish's recovery effort from 2019 Mississippi River Floods. Rostan provided technical guidance, program management, and debris monitoring services to support the Parish's debris removal efforts. Nearly 15 miles of maintained roads required sediment removal, screening, and disposal. Rostan's management, supervisory staff, and local monitoring personnel documented the work as it was performed to support the Parish reimbursement pursuit.

**CHARLESTON COUNTY, SC || FEMA DR-4464 || 2019–2020****Debris Monitoring and Public Assistance Support Services**

For the fourth in five years Charleston County, SC activated Rostan after Hurricane Dorian to provide debris monitoring services to oversee debris collection services countywide. The largest of the five deployments, Rostan hired more than 100 local employees to serve as debris monitors and field supervisors. As a senior consultant and Rostan's Debris Programs Manager, Mr. Mays was involved integrally in the day-to-day operations on this project. He represented Rostan in all County meetings, coordinated the deployment of HaulPass®, and managed the quality control program for all project data. He is currently supporting the County's reimbursement effort.

**CITY OF RICHARDSON, TX || TORNADO || 2019****Debris Monitoring and Management**

Program Manager served as a technical advisor to the Project Manager. Coordinated with the Project Manager to ensure project was meeting the client's goals. Responsible for final review of project data and administering Rostan's quality control procedures.

**LIBERTY COUNTY, FL || FEMA DR-4399 || 2018–2019****Debris Monitoring and Public Assistance Support Services**

Program Manager responsible for oversight and quality assurance of daily Hurricane Michael monitoring tasks. Served as a technical advisor to the Project Manager. Also served as the primary point of contact for Florida DOT and Florida DEM. ROW debris collection involved the hiring, training, and deployment of more than 100 local staff. Over 500,000 cubic yards of storm generated debris was removed and processed, and more than 34,000 hazardous trees and limbs were been removed. Though isolated to the Florida Panhandle and some parts of Georgia, Hurricane Michael was an extremely intense storm that causes significant damage to those areas in relation to its path, especially near the Gulf Coast.

**CITY OF LUMBERTON, NC || FEMA DR-4393 || 2018-2019****Debris Monitoring and Public Assistance Support Services**

Program Manager responsible for oversight and quality assurance of daily Hurricane Florence monitoring tasks. Served as a technical advisor to the Project Manager. This project consisted of two phases, standard ROW collection and waterways debris collection. ROW collection was completed in January 2019 and waterways debris collection in July 2019. Lumberton has had historical issues with the Lumber River flooding significant parts of the City.

**PUERTO RICO DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS || FEMA DR-4339 || 2018-2019****Debris Monitoring and Public Assistance Support Services**

Partnered with Xpert's Inc., Mr. Mays serves as the technical lead for all Hurricane Maria debris data collection efforts on this project. Mr. Mays, through coordination with the project team is responsible for quality assurance of all project-related data tracked using HaulPass®. This data is used to reconcile invoices for 19 prime contractors and for reimbursement requests to FEMA.

**USACE JACKSONVILLE DISTRICT /XPRT'S INC. || FEMA DR-4339 || 2017-2019****Automated Debris Management System**

Served as the technical lead for HaulPass® deployment in support of Xpert's Inc./USACE debris removal efforts in Puerto Rico following Hurricane Maria. HaulPass® tracked more than 250,000 loads of debris totaling more than 5.9 million cubic yards from six regions and 58 municipalities on this project. In addition, nearly 1,700 hauling trucks were certified, and more than 60 disposal sites were utilized island wide. Over 250 QC Monitors were trained to use HaulPass®. All project data was reconciled nightly, and an operations report was issued to USACE daily. This project was one of the industry's largest data collection projects ever completed using an ADMS.

**MULTIPLE TEXAS JURISDICTIONS || FEMA DR-4332 || 2017-2018****Debris Monitoring and Public Assistance Support Services**

Mr. Mays served as the Program Manager for all debris monitoring projects in the State of Texas following Hurricane Harvey. In total Rostan provided debris removal monitoring services to 7 clients including some of the most hard-hit/heavily flooded areas of east Texas near including the City of Orange and Hardin County, TX.

**MULTIPLE FLORIDA JURISDICTIONS || FEMA DR-4337 || 2017-2018****Debris Monitoring and Public Assistance Support Services**

As a Senior Consultant, Mr. Mays was responsible for providing compliance and technical guidance to many Florida clients including the City of North Port, Town of Windermere, and City of Winter Springs. Rostan provided debris removal monitoring and PA support services to more than 20 clients in Florida following Hurricane Irma.

**CHARLESTON COUNTY, SC || FEMA DR-4241 || 2015-PRESENT****Public Assistance, Grants Funding, Debris Monitoring and Management**

Project Manager. Debris operations duties included managing the County's post-event debris removal project, including the utilization of HaulPass® to track the removal of more than 30,000 cubic yards of C&D, vegetative, and white goods debris. Additional responsibilities include reconciliation of multiple County departments' force account expenditures for Public Assistance (PA) emergency work categories A and B. Additionally responsible for managing a multidisciplinary team of personnel responsible for providing disaster recovery services.

**CHARLESTON COUNTY, SC || FEMA DR-4286 || 2016-2017****Debris Monitoring and Public Assistance Support Services**

Program Manager. Served following Hurricane Matthew in October 2016. Field operations were conducted over a period of 112 days and included the collection of more than 400,000 CY of debris and the removal of more than 18,000 hazardous limbs and trees. Responsible for daily, site, and project closeout reports, client operations meetings, invoice reconciliation and contractor compliance, staff and contractor scheduling, quality control of all data, personnel management and assignments, project cost allocations, and reimbursement requests.

**THE CITY OF GARDEN CITY, GA || FEMA DR-4284 || 2016****Debris Monitoring and Public Assistance Support Services**

Program Manager. Responsible for oversight of daily field monitoring operations following Hurricane Matthew in October 2016. Duties



included editing daily reports, reconciling contractor invoices, and providing guidance to field staff. Assisted field personnel with technical guidance and recommendations.

**CUMBERLAND COUNTY, TN || FEMA DR-4211 || 2015-2016****Debris Monitoring and Public Assistance Support Services**

Project Manager. Served as part of the project management team in Cumberland County, TN following ice storms of February 2015. Responsible for proposal development, invoicing, FEMA reimbursement assistance, debris removal monitoring, DMS monitoring and the hiring, training, and deployment of more than 75 local staff. In addition, responsible for the successful deployment of the HaulPass® Automated Debris Management system. 700,000 cubic yards of vegetative debris was, processed and taken to final disposal.

**WHITE COUNTY, TN || FEMA DR-4211 || 2015****Debris Monitoring and Public Assistance Support Services**

Project Manager. Served in White County, TN following ice storms of February 2015. Responsible for proposal development, invoicing, FEMA reimbursement assistance, client coordination, debris removal monitoring, DMS monitoring and the hiring, training, and deployment of more than 25 local staff. In addition, responsible for the successful deployment of the HaulPass® Automated Debris Management system. Over the course of 75 days, 135,000 cubic yards of vegetative debris was removed, processed and taken to final disposal.

**TOWNSHIP OF BRICK, NJ || FEMA DR-4086 || 2012-2014****Debris Monitoring and Public Assistance Support Services**

Project Manager. Responsible for final pass of ROW debris removal and the implementation of private property debris removal and demolition efforts. Responsibilities included managing all field personnel, scheduling, permit approval and verification, Right-of-Entry (ROE) development, compliance with public and federal notification procedures, insurance recovery and fund collection, contractor invoice reconciliation, and Project Worksheet (PW) development and revisions. Mr. Mays was the primary contact in Brick for multiple local, state and federal officials, including FEMA, NJDOL, NJDEP, and USEPA.

**NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION || FEMA DR-4086 || 2012-2014****Debris Monitoring and Public Assistance Support Services**

Project Manager. Responsible for all reporting and data collection efforts during Phase II of the Waterway debris removal efforts including data collection and management and documenting debris field conditions pre and post removal, debris collection efforts, and final site conditions. Documentation procedures included the use of GPS enabled cameras to locate and map debris locations and HaulPass® to track the recovery and ultimate disposal of removed material.

**US ARMY CORPS OF ENGINEERS (USACE) NEW YORK DISTRICT || FEMA DR-4085 || 2012-2013****Automated Debris Management System**

Responsible for the management and coordination of all field operations and the deployment of HaulPass® in New York City. Managed more than 20 locally hired staff in a coordinated effort to provide 24-hour certification services to the client for 63 consecutive days during the project term. Responsible for managing and coordinating personnel scheduling at more than 13 locations during the project. The HaulPass® system captured more than 32,000 loads of debris disposed of at more than 22 facilities across Pennsylvania, New York, and New Jersey. Provided technical assistance and training to more than 200 field personnel and supervisors along with providing technical expertise that spearheaded the tracking and reconciliation of more than \$120,000,000 in debris removal contracts.

**OTHER RELATED EXPERIENCE**

- 2015 AVIAN FLU RESPONSE || IOWA || USDA 2124 DISASTER**
- 2015 DEBRIS MANAGEMENT PLAN || HILLSBOROUGH COUNTY, FL**
- 2014 JENKINS COUNTY, GA || FEMA DR-4165**
- 2011 VIRGINIA || MULTIPLE MUNICIPALITIES || FEMA DR-4024**
- 2011 BIRMINGHAM, AL || FEMA DR-1971**
- 2011 JOPLIN, MO || FEMA DR-1980**
- 2010 HAITI EARTHQUAKE**
- 2008 TEXAS || MULTIPLE MUNICIPALITIES || FEMA DR-1791**
- 2008 CAMERON PARISH, LA || FEMA DR-1792**



## YEARS OF EXPERIENCE

18

## EDUCATION

University of Miami School of Law, J.D., 2012

University of North Carolina at Wilmington, M.P.A., 2004

University of North Carolina at Wilmington, B.A., Psychology, 2002

## LICENSES & CERTIFICATIONS

- Member – Florida Bar #0100223

Mr. Ferguson leads Rostan’s Technical Service Department with the Recovery & Mitigation Division. He has served prominent roles in FEMA Disaster Declarations dating from Hurricane Katrina in 2005 through to the 2021 Hurricane Season. He oversees and provides direct support with benefit-cost analysis, programmatic appeals, and complex regulatory compliance issues.

## PROFESSIONAL EXPERIENCE

**ROSTAN SOLUTIONS || FLORIDA || 2018–PRESENT**  
Policy/Legal

**MONROE COUNTY, FL || FLORIDA || 2017–2018**  
Floodplain Manager

**WITT O'BRIEN ASSOCIATES || WASHINGTON, DC || 2013–2017**  
Hazard Mitigation Advisor

**FEDERAL EMERGENCY MANAGEMENT AGENCY || ATLANTA, GA || 2005–2009**  
Hazard Mitigation Program Specialist R IV

## PROJECT AND PROGRAMS EXPERIENCE

**FLORIDA || 2017–PRESENT**  
Senior Hazard Mitigation Advisor

Following 2017 Hurricane Season, work with multiple applicants to FEMA’s HMGP and 406 Mitigation programs to identify eligible activities, develop and document compliant applications, organize and construct Benefit-Cost Analyses, and coordinate with FEMA and State of Florida to secure federal funding. Provide as-needed programmatic and technical support regarding 406 Mitigation applicants on demonstrating cost-effectiveness and ensuring programmatic compliance.

**CHARLESTON COUNTY, SC || 2018–PRESENT**  
Senior Appeals Manager

Responsible for organizing and implementing County response to 17 FEMA Adverse Determinations received within 90 days. Developed operational framework for intake, review, diagnosing issues, and drafting responses within short time frames. Coordinate local, state, and federal stakeholders to find consensus and reduce items at issue.

**STATE OF NEW JERSEY || 2013–2017**  
Senior Hazard Mitigation Advisor

Served as Senior Hazard Mitigation Advisor to the State of New Jersey’s State Hazard Mitigation Office (“SHMO”) and staff for the HMGP following Superstorm/Hurricane Sandy. Responsible for training state staff, developing and conducting public briefings, providing quality control and oversight of contractor work product, and provide technical support for benefit-cost analysis and programmatic appeals.

**FEMA REGION IV || 2005–2009**  
Hazard Mitigation (FEMA) Disaster Assistance Employee

Tasked as a Hazard Mitigation Specialist following Hurricane Katrina, responsible for HMGP outreach and program delivery, training of state and local staff, and HMGP application review and development. Later designated as a Subject Matter Expert, responsible for instructing benefit-cost analysis course and developing training program for new FEMA Hazard Mitigation Disaster Assistance Employees.



**YEARS OF EXPERIENCE**

17

**CERTIFICATIONS & TRAINING**

- IS-5.a: Introduction to Hazardous Materials
- IS-100: Introduction to Incident Command System
- IS-200: ICS for Single Resources and Initial Action Incidents
- IS-300: Intermediate ICS
- IS-400: Advanced ICS
- IS-700: National Incident Management System (NIMS)
- IS-800: National Response Framework
- HAZWOPER (40-Hour)
- OSHA Disaster Training

**RECOVERY EVENTS**

**2021**

Tornado, KY      Hurricane Ida  
Hurricane Nicholas

**2020**

Hurricanes Zeta      Severe Storms, IA  
Hurricane Delta      Hurricane Isaias  
Hurricane Laura

**2019**

Flooding, LA      Hurricane Dorian

**2018**

Hurricane Michael      Hurricane Florence

**2017**

Hurricane Irma      Hurricane Harvey

**2016**

Hurricane Matthew      Flooding, LA  
Tornado, VA

**2015**

Ice Storm, TN

**2014**

Ice Storm, GA

**2012**

Hurricane Sandy

**2011**

Hurricane Irene      Tornado, AL  
Tornado, MO

**EVENTS 2010 AND EARLIER**

Earthquake, Haiti      Hurricane Katrina  
Hurricane Ike      Hurricane Wilma  
Ice Storm, NY

Mr. Cousins has 17 years of experience with Rostan and serves as Rostan’s Director of Operations for Debris Monitoring Services. He specializes in disaster management and recovery and has supported debris monitoring and reimbursement projects following some of the world’s most devastating disasters, including Hurricane Katrina, the devastating 2010 earthquake in Haiti, Hurricane Sandy, Hurricane Irma, and Hurricane Laura, to name a few. He has experience in logistics and operations coordination, project planning and formulation, procurement assistance, debris management plan development, debris monitoring and ADMS system support, federal and state program policy, and reimbursement support.

**RECENT PROFESSIONAL EXPERIENCE**

**LYON COUNTY, KY || TORNADOES || FEMA DR-4630 || 2021-2022**  
**Debris Monitoring and Public Assistance Support Services**

Following the tornadoes that went through southwestern Kentucky, Mr. Cousins was responsible for project quality control and served as technical advisor to the Project Manager. Rostan mobilized within a few days to begin monitoring operations and has monitored over 80,000 CY to date. This project is expected to continue through the first quarter of 2022.

**BRAZORIA COUNTY, TX || HURRICANE NICHOLAS || 2021**  
**Debris Monitoring and Management**

As Director of Debris Operations, Mr. Cousins Provided project quality control and technical support during Rostan’s activation following Hurricane Nicholas in Brazoria County, TX. Rostan monitored the removal and disposal of nearly 60,000 CY. Nearly 900 loads of debris were received at the disposal site by County contractors. Additionally, Rostan documented receipt of debris at the DMS from several other municipalities within the County.

**MULTIPLE LOUISIANA JURISDICTIONS || FEMA DR-4611 || 2021-PRESENT**

Debris Monitoring, Program Management, and Public Assistance Support Services

Following Hurricane Ida, Rostan was activated by several on-call clients in eastern Louisiana to support debris removal operations and implement private property debris removal (PPDR) programs. Mr. Cousins provided oversight, quality control, and technical support. Clients include:

New Orleans City Park	City of Slidell	Plaquemines Parish	St. James Parish
City of Gretna	Town of Pearl River	Town of Litcher	Town of Gramercy

**CAMERON PARISH, LA || FEMA DR 4559 || 2020-PRESENT**  
**Debris Management and Public Assistance Support Services**

Director of Debris Operations provided support and technical assistance to the Project Manager in Cameron Parish following Hurricane Laura. Hurricane Laura was the 10th strongest hurricane on record. Mr. Cousins is involved in all day-to-day operations and represents Rostan in Parish meetings. Rostan has deployed more than 100 employees tracked more than 22,000 truckloads totaling more than 1.3 million cubic yards of storm debris. This includes removing more than 1,700 hazardous trees and limbs, 3,200 white goods, and more than 1,300 electronic waste units. This project is ongoing.

**NEW ORLEANS CITY PARK, LA || FEMA DR-4577 || 2020**  
**Debris Management and Public Assistance Support Services**

Director of Debris Operations provided support and technical assistance to the Project Manager in New Orleans City Park following Hurricane Zeta. Over 500 hazardous trees/limbs were removed from the public right of way, as well as over 11,000 cubic yards of vegetative debris was removed and hauled to the final disposal location.

**MULTIPLE MUNICIPALITIES, IOWA || FEMA DR-4557 || 2020****Debris Management and Public Assistance Support Services**

Director of Debris Operations provided support and technical assistance to the Project Managers during Rostan's debris removal operations in 6 municipalities throughout Central Iowa. Over 3,600 hazardous trees/limbs were removed, and nearly 150,000 yards of vegetative debris was collected and disposed of.

**WEST FELICIANA PARISH, LA || FEMA DR-4462 || 2019-2020****Debris Management and Public Assistance Support Services**

Director of Debris Operations provided support and technical assistance to the Project Manager following the Mississippi River's flooding in 2019. Rostan tracked the removal of over 120,000 yards of sediment debris from the public right of way.

**TOWN OF CAROLINA BEACH, NC || FEMA DR-4568 || 2020****Debris Management and Public Assistance Support Services**

Mr. Cousins served as Project Manager and was responsible for overseeing all aspects of Rostan's services for The Town of Carolina Beach. This included hiring, training, and deploying a local team of debris removal monitors, providing daily client updates, contractor coordination, certification of hauler equipment, and deployment of the HaulPass® Automated Debris Management System. Over 47 days, over 30,000 cubic yards of disaster-generated debris was collected and taken to the final disposal.

**CHARLESTON COUNTY, SC || FEMA DR-4464 || 2019-2020****Debris Management and Public Assistance Support Services**

Mr. Cousins served as Project Manager and was responsible for overseeing all aspects of Rostan's services for Charleston County. This included hiring, training, and deploying a local team of debris removal monitors, providing daily client updates, contractor coordination, certification of hauler equipment, and deployment of the HaulPass® Automated Debris Management System. Over 100 local monitors were hired and trained, more than 655,000 cubic yards of debris was collected and processed, and more than 5,200 hazardous trees and limbs were removed.

**LIBERTY COUNTY, FL || FEMA DR-4399 || 2018-2019****Debris Management and Public Assistance Support Services**

Mr. Cousins served as Rostan's Project Manager for our work in Liberty County following Hurricane Michael in October 2018. He was responsible for debris removal monitoring, client coordination, DMS monitoring, hauler invoice reconciliation, and the hiring, training, and deployment of more than 100 local staff. In addition, he was responsible for the successful deployment of the HaulPass® Automated Debris Management System. Over 522,000 cubic yards of storm-generated debris were removed and processed, and more than 34,000 hazardous trees were removed and disposed of.

**TOWN OF CAROLINA BEACH, NC || FEMA DR-4393 || 2018****Debris Management and Public Assistance Support Services**

Project Manager in the Town of Carolina Beach, NC, following Hurricane Florence in September of 2018. Responsible for FEMA reimbursement assistance, client coordination, debris removal monitoring, DMS monitoring, and the hiring, training, and deployment of field staff. In addition, responsible for the successful deployment of the HaulPass® Automated Debris Management system

**CORAL SPRINGS, FL || FEMA DR-4337 || 2017-2018****Debris Management and Public Assistance Support Services**

Project Manager for our work with the City of Coral Springs following Hurricane Irma in September 2017. Mr. Cousins was responsible for debris removal monitoring, client coordination, DMS monitoring and closeout, and hauler invoice reconciliation. In addition, he was responsible for the successful deployment of the HaulPass® Automated Debris Management System. Over the course of 66 days, 300,000 cubic yards of storm-generated debris were removed, processed, and taken to the final disposal location. Over 13,000 hazardous limbs and 111 damaged or uprooted trees were also removed.

**CITY OF DANIA BEACH, FL || FEMA DR-4337 || 2017-2018****Debris Management and Public Assistance Support Services**

Project Manager for Rostan's deployment for Dania Beach, FL, following Hurricane Irma in September 2017. Responsible for debris



removal monitoring, client coordination, DMS monitoring, hauler invoice reconciliation, FEMA reimbursement assistance, and the hiring, training, and deployment of more than 30 local staff. In addition, responsible for the successful deployment of the HaulPass® Automated Debris Management system. Over 45 days, over 60,000 cubic yards of C&D and vegetative debris were removed, processed, and taken to the final disposal site. Over 3,700 hazardous limbs and 220 damaged or uprooted trees were also removed.

**MULTIPLE MUNICIPALITIES, FLORIDA || FEMA DR-4337 || 2017-2018**

**Debris Management and Public Assistance Support Services**

As Program Manager, Mr. Cousins directed all of Rostan's resources, serving 21 municipalities throughout Florida. He was directly responsible for ensuring that our debris monitoring teams provided the highest level of client service. Our debris monitoring clients included:

Broward County School District	City of North Port	Sunshine Water Control District
City of Belleair Beach	City of Port St. Lucie	Town of Indian Shores
City of Belleair Bluffs	City of St. Pete Beach	Town of Palm Beach
City of Coconut Creek	City of Winter Springs	Town of Redington Shores
City of Coral Springs	Coral Springs Improvement District	Town of Sewalls Point
City of Dania Beach	Martin County	Town of Windermere
City of Madeira Beach	New College of Florida	Village of Estero

Our services were customized to each client's needs but typically included debris collection monitoring, client coordination, truck certification, DMS monitoring, hauler invoice reconciliation, and FEMA reimbursement assistance. HaulPass®, Rostan's Automated Debris Management system, was deployed for every one of our clients. Under Mr. Cousins' guidance, Rostan staff monitored the collection and disposal of over 1,000,000 cubic yards of storm-generated debris throughout the State of Florida.

**CHARLESTON COUNTY, SC || FEMA DR-4241 || 2015-ONGOING**

**Public Assistance, Grants Funding, Debris Monitoring and Management**

Consultant. Responsible for management of the Public Assistance (PA) program for Charleston County, South Carolina. Duties included managing the County's post-event debris removal project, including the utilization of HaulPass® to track the removal of more than 30,000 cubic yards of C&D, vegetative, and white goods debris. Additionally, served as a member of Rostan's field assessment team tasked with assessing and quantifying flood-related damages to 222 unpaved roads and 33 drainage canals associated with the severe storms and flooding.

**MARTIN COUNTY, FL || FEMA DR-4283 || 2016-2017**

**Debris Management and Public Assistance Support Services**

Project Manager. Served in Martin County, FL, following Hurricane Matthew in October of 2016. Responsible for invoicing, FEMA reimbursement assistance, client coordination, debris removal monitoring, DMS monitoring, and the hiring, training, and deployment of more than 40 local staff. In addition, responsible for the successful deployment of the HaulPass® Automated Debris Management system. Over 70 days, 155,000 cubic yards of vegetative debris were removed, processed, and taken to the final disposal location.

**CITY OF PORT ST. LUCIE, FL || FEMA DR-4283 || 2016-2017**

**Debris Management and Public Assistance Support Services**

Project Manager. Served in The City of Port St Lucie, FL, following Hurricane Matthew in October of 2016. Responsible for FEMA reimbursement assistance, debris removal monitoring, DMS monitoring, and the hiring, training, and deployment of more than 50 local staff. In addition, responsible for the successful deployment of the HaulPass® Automated Debris Management system.

**IBERIA PARISH, LA || FEMA DR-4277 || 2016**

**Debris Management and Public Assistance Support Services**

Project Manager in Iberia Parish, LA, following the severe flooding in August of 2016. Responsible for FEMA reimbursement assistance, client coordination, debris removal monitoring, DMS monitoring, and the hiring, training, and deployment of field staff. In addition, responsible for the successful deployment of the HaulPass® Automated Debris Management system

**CUMBERLAND COUNTY, TN || FEMA DR-4211 || 2015-2016****Debris Management and Public Assistance Support Services**

Project Manager. Served in Cumberland County, TN, following ice storms of February 2015. Responsible for invoicing, FEMA reimbursement assistance, client coordination, debris removal monitoring, DMS monitoring, and the hiring, training, and deployment of more than 75 local staff. In addition, responsible for the successful deployment of the HaulPass® Automated Debris Management system. Over 100 days, 700,000 cubic yards of vegetative debris were removed, processed, and taken to the final disposal location.

**THE CITY OF ST. PETERSBURG, FL || 2015-PRESENT****Shore Acres Mitigation Reconstruction and Elevation Projects**

Program Manager. Manage, administer and monitor the Federal Emergency Management Agency (FEMA) Hazard Mitigation Assistance Grant Program in the Shore Acres neighborhood of St. Petersburg. Responsibilities consist of confirming adherence to all HMAP guidelines, ensuring the project stays on budget, verifying project receipts, submitting quarterly reports, and completing and submitting project closeout reports.

**WHITE COUNTY, TN || FEMA DR-4211 || 2015****Debris Management and Public Assistance Support Services**

Served as part of the project management team in White County, TN, following ice storms of February 2015 and was responsible for FEMA reimbursement assistance, client coordination, debris removal monitoring, DMS monitoring, and the hiring, training, and deployment of more than 25 local staff. 135,000 cubic yards of vegetative debris was removed, processed, and taken to the final disposal location.

**NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION || FEMA DR-4086 || 2012-2014****Debris Management and Public Assistance Support Services**

Project Manager for seventeen municipalities in New Jersey following Hurricane Sandy. Mr. Cousins was responsible for all field operations in the state, including the deployment of over 150 monitors spread between the seventeen municipalities.

**USACE KANSAS CITY DISTRICT-JOPLIN, MO || FEMA DR-1980 || 2011****Automated Debris Management System**

Project Manager responsible for the deployment of the HaulPass® Automated Debris Management System. The USACE was assigned a mission to oversee debris recovery operations following the devastating tornado that impacted the Joplin, MO area in April 2011. The USACE selected the HaulPass® System for tracking all debris removal field data to streamline its recovery efforts. The HaulPass® System was successfully utilized to track the removal of debris from public Rights-of-Way (ROW) and private property throughout the area. We also hired, trained, and deployed over 60 local staff to operate the System in the field and assist the USACE with contractor oversight.

**JAMES CITY COUNTY, VA || FEMA DR-4024 || 2011****Debris Management and Public Assistance Support Services**

Project Manager responsible for deployment and management of disaster response and recovery team to support debris management services for James City County, VA following Hurricane Irene. Provided oversight of ROW debris collection, removal of hazardous leaning trees and hanging limbs, and stumps utilizing the HaulPass® System

**CITY OF BIRMINGHAM, AL || FEMA DR-1971 || 2011****Debris Management and Public Assistance Support Services**

Project Manager responsible for deployment and management of disaster response and recovery team to support debris management services for Birmingham, AL, following severe storms of April 2011. Provided oversight of ROW debris collection, removal of hazardous leaning trees and hanging limbs, stumps, demolitions, and private property debris removal utilizing the HaulPass® System.



### YEARS OF EXPERIENCE

16

### EDUCATION

Louisiana Technical College,  
Alexandria, LA, 2011

### CERTIFICATIONS & SKILLS

- Microsoft Word
- Microsoft Excel
- RSMears
- FEMA CEF Training
- OSHA 10
- 8-hr. HAZWOPER
- HAZCOM
- Confined Space & Trench Certification

### HIGHLIGHTS

- Corpus Christi Independent School District, TX
- Gadsden County School District, FL
- Quincy County School District, FL
- Polk County School District, FL
- West Feliciana Parish, LA
- Early Education & Care, Inc., Panama City, FL
- Diocese of St. Thomas in the Virgin Islands, USVI
- Louisiana Department of Public Safety & Corrections
- Department of Children and Families–Florida State Hospital
- McNeese State University, LA
- City of Sulphur, LA
- Oakdale Housing Authority, LA
- Louisiana Christian College–Pineville, LA
- City of Westlake, LA
- Beauregard Parish, LA
- Community Action Program Committee, Inc., Pensacola, FL
- St James Parish, LA
- City of Shreveport, LA
- Wilkinson County, MS

Mr. Bennett has 16 years of experience in the construction industry. Throughout this time Mr. Bennett has amassed skills in construction management, program/project management, inspection, labor relations, quality control, scheduling, supervising, building site supervision, blueprints, reporting, time management, punch lists, contracting, estimating, material costing, invoicing, renovations, OSHA, hazardous materials, HAZMAT, building codes, electrical codes, and environmental codes.

### PROFESSIONAL EXPERIENCE

**ROSTAN SOLUTIONS, LLC || LOUISIANA || 2019–PRESENT**  
Program/Project Management Director

**RAYFORD ENTERPRISES || ALEXANDRIA, LA || 2017–2019**  
Project Manager

**LAWN CARE SPECIALIST || ALEXANDRIA, LA || 2015–2017**  
Owner

**ALLEN REFRACTORIES CO. || NEW ORLEANS, LA || 2013–2015**  
Bricklayer

**LA TASKFORCE || NEW ORLEANS, LA || 2009–2013**  
Blight Operations Manager

**SHAW CONTRACTORS, INC. || BATON ROUGE, LA || 2008–2009**  
Quality Control Technician

**SHAW ENVIRONMENTAL AND INFRASTRUCTURE || BATON ROUGE, LA || 2007–2008**  
Debris Tower Technician

### PROJECT AND PROGRAMS EXPERIENCE

**ROSTAN SOLUTIONS, LLC || LOUISIANA || 2019–PRESENT**  
Program/Project Management Director

Responsible for building analysis and damage assessments; repair and mitigation scoping assessments; bidding and cost estimating; DDD Development. Oversight of all project management projects, personnel, and budgets. Currently working on projects associated with the 2016 and 2019 Floods as well as Hurricanes Gustav, Ike, Irma, Maria, Harvey, Michael, Barry, Laura, Delta, and Ida.

**RAYFORD ENTERPRISES || ALEXANDRIA, LA || 2017–2019**  
Project Manager

Responsible for evaluating problematic systems or facilities and determining what installation or repair services need to be performed and preparing relevant reports. Oversaw and coordinated workers who maintained and repaired electrical, plumbing, ventilation, and other building systems for multiple companies owned by Rayford Enterprises, including Cabana Mobile Estates, West Lakes Estates, LLC, and the Rayford Building.

**LA TASKFORCE || NEW ORLEANS, LA || 2009–2013**  
Blight Operations Manager

Performed debris removal, rough-cut, and finish-cut blighted property in coordination with FEMA post-Katrina operations. Responsible for maintenance and upkeep of equipment, manpower, and coordination/execution of lawn care to potential blighted properties throughout Chalmette, LA. Responsible for maintaining and handing in documentation of completed work to management for submittal to FEMA.

**SHAW ENVIRONMENTAL AND INFRASTRUCTURE || BATON ROUGE, LA || 2007–2008**  
Debris Tower Technician



### YEARS OF EXPERIENCE

**3 Years**—Public Assistance Policy Consulting

**9 Years**—Construction Estimating, Management, and Building

**8 Years**—Military and Maritime Law Enforcement as Member of U.S. Coast Guard

### EDUCATION

Art Institute, Media and Animation, Fort Lauderdale, FL.

Art Institute of California, Industrial Design, Orange County, CA

### CERTIFICATIONS & SKILLS

- RSMans
- FEMA CEF Training
- Master Carpentry
- Bilingual (Spanish/ English)
- OSHA Basic Safety
- Building Project Management
- Project Scheduling
- Cost Analyses
- Projection Plan Development
- Budgeting

Mr. Arredondo is an experienced Disaster Recovery and Planning specialist in private and public sector, with expertise in construction building, construction management, protocol development, cost analysis, team building, and public assistance. He is well-versed in FEMA codes and regulations, which allows him to carefully monitor and oversee all recovery program tasks to ensure maximum funding recovery and minimal funding de-obligation.

### PROFESSIONAL EXPERIENCE

#### **ROSTAN SOLUTIONS || LOUISIANA || 2019–PRESENT**

Program Manager [2020–Present] || Technical Specialist [2019–2020]

#### **B&G CONSTRUCTION || NEW ORLEANS, LA || 2016–2019**

Project Manager

#### **JD RESTORATIONS || NEW ORLEANS, LA || 2014–2016**

General Manager

#### **CARBINE RESTORATIONS || NEW ORLEANS, LA || 2012–2014**

Carpenter

#### **U.S. COAST GUARD || LONG BEACH, CA || 2004– 2012**

Boatswain's Mate

### PROJECT AND PROGRAMS EXPERIENCE

#### **CORPUS CHRISTI INDEPENDENT SCHOOL DISTRICT, TEXAS || 2019–2021**

Technical Specialist

Responsibilities include building analysis and damage assessments; repair and mitigation scoping assessments; DDD Development; repair cost estimates.

#### **GADSDEN COUNTY SCHOOL DISTRICT, FLORIDA || 2019–2021**

Technical Specialist

Responsibilities include building analysis and damage assessments; repair and mitigation scoping assessments; DDD Development; repair cost estimates.

#### **QUINCY COUNTY SCHOOL DISTRICT, FLORIDA || 2019–2021**

Technical Specialist

Responsibilities include building analysis and damage assessments; repair and mitigation scoping assessments; DDD Development; repair cost estimates.

#### **POLK COUNTY SCHOOL DISTRICT, FLORIDA || 2019–2020**

Technical Specialist

Responsibilities include building analysis and damage assessments; repair and mitigation scoping assessments; DDD Development; repair cost estimates; site inspection.

#### **WEST FELICIANA PARISH, LOUISIANA || 2019–PRESENT**

Technical Specialist

Responsibilities include building analysis and damage assessments; repair and mitigation scoping assessments; DDD Development; repair cost estimates; site inspection; debris and roads data collection and analysis; debris removal cost estimates.

#### **EARLY EDUCATION & CARE, INC., FLORIDA || 2019–2021**

Technical Specialist

Responsibilities include building analysis and damage assessments; repair and mitigation scoping assessments; DDD Development; repair cost estimates.



### **THE DIOCESE OF ST. THOMAS IN THE VIRGIN ISLANDS, USVI || 2019–PRESENT**

#### **Public Assistance Consultant/ Project Management**

Responsibilities include building analysis and damage assessments; repair and mitigation scoping assessments; DDD Development; repair cost estimates; cost analysis; contracting and procurement, budgeting; public assistance policy guidance.

### **LOUISIANA DEPARTMENT OF CORRECTIONS || 2019–PRESENT**

#### **Public Assistance Consultant/ Project Management**

Responsibilities include building analysis and damage assessments; repair and mitigation scoping assessments; DDD Development; repair cost estimates; site inspection; debris and roads data collection and analysis; contracting and procurement, budgeting, public assistance policy guidance.

### **FLORIDA STATE HOSPITAL, DEPARTMENT OF CHILDREN AND FAMILIES || 2019–2021**

#### **Technical Specialist**

Responsibilities include building analysis and damage assessments; repair and mitigation scoping assessments; DDD Development; repair cost estimates.

### **PLAQUEMINE PARISH, LOUISIANA || 2019–PRESENT**

#### **Technical Specialist**

Responsibilities include building analysis and damage assessments; repair and mitigation scoping assessments; DDD Development; repair cost estimates; site inspection; debris and roads data collection and analysis; debris removal cost estimates; cost analysis.

### **B&G CONSTRUCTION || NEW ORLEANS, LA || 2016–2019**

#### **Project Manager**

Project scoping, project budgeting, sub-contracting, coordination, and management multiple trades, bid review and selection, cost analysis, hiring of new trades and field workers, project plan development, safety meetings, communication with clients and insurance agents, scheduling, inspections and permitting, material ordering, change orders, and any other task necessary for the completion of each project in a safely and cost-effective manner.

### **JD RESTORATIONS || NEW ORLEANS, LA || 2014–2016**

#### **General Manager**

Responsible for business development and growth, payroll, scheduling, budgeting, project management, determine scope of work, coordinate with multiple construction trades, billing and collection, equipment purchase, communication with insurance providers and client.

### **CARBINE RESTORATION || NEW ORLEANS, LA || 2012–2014**

#### **Carpenter**

Master Carpenter, structural and cosmetic construction, material purchase, equipment/tools purchasing, drawing/plans reading, crew handling and management, trouble shooting.

### **U.S. COAST GUARD || PSU 311 LONG BEACH, CA || 2004–2012**

#### **Boatswain's mate**

Petty Officer 3rd class/E-4, Boarding Team Member, Tactical Boat Crew Member, Search and Rescue, Maritime Law Enforcement and Safety, Contingency Operation Iraqi Freedom Veteran.



# DEVIN CERRATO

PROJECT MANAGER – DEBRIS MONITORING

## YEARS OF EXPERIENCE

5

## EDUCATION

BA, Business Administration,  
Covenant College, 2018

## CERTIFICATIONS & TRAINING

- IS-100.c: Introduction to Incident Command System
- IS-200.c: Basic Incident Command System for Initial Response
- IS-700.b: Introduction to National Incident Management System (NIMS)

## RECOVERY EVENTS

### 2021

Tornado, KY  
Hurricane Ida

### 2020

Hurricane Zeta  
Severe Storms, IA

### 2019

Flooding, LA  
Hurricane Dorian

### 2018

Hurricane Michael  
Hurricane Florence

### 2017

Hurricane Maria

Mr. Cerrato joined Rostan in 2018 upon graduating from Covenant College with a degree in Business Administration. He has 4 project-filled years of post-disaster experience, including both debris removal monitoring operations and public assistance support. He is well-versed in logistics and operations coordination, staffing and training, debris monitoring management and ADMS system support, reimbursement support, and project planning and formulation.

## RECENT PROFESSIONAL EXPERIENCE

### LYON COUNTY, KY || SEVERE STORMS/TORNADOES || FEMA DR-4630 2021-2022

#### Debris Monitoring Services

Project Manager. Following the devastating tornadoes that went through Kentucky, Mr. Cerrato was responsible for the management and coordination of the debris project and the deployment of HaulPass® in Lyon County, KY. Mr. Cerrato was also responsible for hiring the necessary staff and working with the debris contractor closely to allow the project to run efficiently and smoothly. This project is ongoing but to date, HaulPass® has tracked the removal of nearly 40,000 cubic yards of vegetative debris and construction & demolition debris from the public right of way.

### TOWN OF PEARL RIVER, LA || HURRICANE IDA || FEMA DR-4611 || 2021

#### Debris Monitoring Services

Project Manager. Following Hurricane Ida, Mr. Cerrato was responsible for the management and coordination of the debris project and the deployment of HaulPass® in the Town of Pearl River, LA. Duties included hiring the appropriate amount of staff, working closely with the debris contractor and managing the overall project as a whole. Over the duration of the project, HaulPass® tracked the removal over 4,000 cubic yards of vegetative and construction & demolition debris in total.

### CITY OF SLIDELL, LA || HURRICANE IDA || FEMA DR-4611 || 2021

#### Debris Monitoring Services

Project Manager. Following Hurricane Ida, Mr. Cerrato was responsible for the management and coordination of the debris project and the deployment of HaulPass® in the City of Slidell, LA. This included hiring, training, and deploying a local team of debris removal monitors, providing daily client updates, serving as a primary interface with the debris contractors, certification of hauler equipment, and deployment of the HaulPass® Automated Debris Management System. Over the duration of the project, over 550 hazardous trees/limbs were removed from the public right of way. In addition, HaulPass® tracked the removal over 109,000 cubic yards of vegetative debris and nearly 20,000 cubic yards of construction & demolition debris from the public right of way.

### NEW ORLEANS CITY PARK, LA || HURRICANE ZETA || FEMA DR-4577 || 2020

#### Debris Monitoring Services

Project Manager. Following Hurricane Zeta, Mr. Cerrato was responsible for the management and coordination of the debris project and the deployment of HaulPass® in New Orleans City Park. This included hiring, training, and deploying a local team of debris removal monitors, providing daily client updates, serving as a primary interface with the debris contractors, certification of hauler equipment, and deployment of the HaulPass® Automated Debris Management System. Over the duration of the project, over 500 hazardous trees/limbs were removed from the public right of way. In addition, HaulPass® tracked the removal over 11,000 cubic yards of vegetative debris.

### MULTIPLE MUNICIPALITIES, IOWA || SEVERE STORMS, IA (DERECHO) FEMA DR-4557 || 2020

#### Debris Monitoring and Public Assistance Support Services

Operations Manager. Following a severe windstorm known as a derecho in central Iowa, Mr. Cerrato was responsible for the management and coordination of all field operations and the



deployment of HaulPass® throughout 5 different areas of Iowa. These areas included the cities of Tama, Toledo, Gladbrook and State Center, in addition to the Tama County Conservation Center. Mr. Cerrato's responsibilities included hiring, training, and deploying a local team of debris removal monitors, providing daily client updates, serving as a primary interface with the debris contractors, certification of hauler equipment, and deployment of the HaulPass® Automated Debris Management System. HaulPass® was able to track the removal of over 3,600 hazardous trees/limbs and close to 150,000 yards of vegetative debris throughout the 5 areas of central Iowa.

### **WEST FELICIANA PARISH, LA || LOUISIANA FLOODING || FEMA DR-4462 || 2019-2020**

#### **Debris Monitoring and Public Assistance Support Services**

Operations Manager. Following the flooding of the Mississippi River in 2019-2020, Mr. Cerrato was responsible for the management and coordination of all field operations and the deployment of HaulPass® in West Feliciana Parish, LA. This included hiring, training, and managing local staff and coordinating with the debris contractors. In total, HaulPass® tracked the removal over 120,000 yards of flooding deposits/debris from the public right of way due to the flooding.

### **CHARLESTON COUNTY, SC || HURRICANE DORIAN || FEMA DR-4464 || 2019**

#### **Debris Monitoring and Public Assistance Support Services**

Operations Manager. Following Hurricane Dorian, responsible for the management and coordination of regional field operations and the deployment of HaulPass® in Charleston County. Managed more than 60 locally hired staff in a coordinated effort to provide a quick and efficient clean-up of the County ROWs. Assisted in the hiring of local staff and trained new employees on HaulPass®. Played an integral role in the certification process and was on site to assist in any field issues. This project totaled over 600,000 cubic yards and over 5,000 hazardous limbs and tree removal.

### **LIBERTY COUNTY, FL || HURRICANE MICHAEL || FEMA DR-4399 || 2018-2019**

#### **Debris Monitoring and Public Assistance Support Services**

Operations Manager. Following Hurricane Michael, Mr. Cerrato helped manage field operations and the deployment of HaulPass® in Liberty County. Responsible for managing and coordinating personnel scheduling. Provided HaulPass® technical support and assistance to field personnel as well as an integral part of certification team coordination. Nearly 100 local monitors were hired and trained, more than 522,000 cubic yards of debris was collected and processed, and more than 34,650 hazardous trees, stumps and limbs were removed.

### **CHARLESTON COUNTY, SC || HURRICANE MATTHEW || FEMA DR-4286 || 2017-ONGOING**

#### **Public Assistance Support Services**

Serving as a consultant, Mr. Cerrato assisted in the long-term recovery of funding for the Charleston County resulting from 2015 severe floods and Hurricane Matthew in 2016. Responsibilities include reconciliation of County departments' force account expenditures for Public Assistance (PA) emergency work categories A and B.

### **PUERTO RICO DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS (DTOP) || HURRICANE MARIA FEMA DR-4339 || 2018**

#### **Debris Monitoring and Technical Services**

Served as a technical analyst for HaulPass® deployment in support of the DTOP's Phase II debris removal efforts in Puerto Rico following Hurricane Maria. Assisted in the certification of different equipment and vehicles used in the cleanup efforts. HaulPass® tracked more than 12,000 loads of landslide debris totaling more than 200,000 cubic meters on this project.

### **XPRT'S INC./US ARMY CORPS OF ENGINEERS (USACE) || HURRICANE MARIA || FEMA DR-4339 || 2017-2019**

#### **Automated Debris Management System**

Served as a technical analyst for HaulPass® deployment in support of Xpert's Inc. debris removal efforts in Puerto Rico following Hurricane Maria. HaulPass® tracked more than 250,000 loads of debris totaling more than 5.9 million cubic yards from six regions and 58 municipalities. In addition, nearly 1,700 hauling trucks were certified, and more than 60 disposal sites were utilized during the project. Over 250 QC Monitors were trained to use HaulPass®.

# **WEST PORT**

**COMMUNITY DEVELOPMENT DISTRICT**

# **5A**



**PUBLISHER’S AFFIDAVIT OF PUBLICATION STATE OF FLORIDA COUNTY OF CHARLOTTE:**

Before the undersigned authority personally appeared Sierra Civin, who on oath says that she is the Legal Advertising Representative of The Daily Sun, a newspaper published at Charlotte Harbor in Charlotte County, Florida; that the attached copy of advertisement, being a Legal Notice that was published in said newspaper in the issue(s)

01/01/23

as well as being posted online at [www.yoursun.com](http://www.yoursun.com) and [www.floridapublicnotices.com](http://www.floridapublicnotices.com).

Affiant further says that the said newspaper is a newspaper published at Charlotte Harbor, in said Charlotte County, Florida, and that the said newspaper has heretofore been continuously published in said Charlotte County, Florida, Sarasota County, Florida and DeSoto County, Florida, each day and has been entered as periodicals matter at the post office in Punta Gorda, in said Charlotte County, Florida, for a period of 1 year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

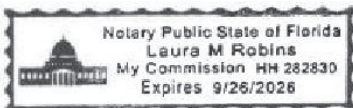
*Sierra Civin*

(Signature of Affiant)

Sworn and subscribed before me this 3rd day of January, 2023

*Laura M Robins*

(Signature of Notary Public)



Personally known  X  OR   Produced Identification

**WEST PORT COMMUNITY DEVELOPMENT DISTRICT Request for Proposals for Grant Management and Debris Removal Oversight Services Charlotte County, Florida**

Notice is hereby given that the West Port Community Development District (“District”) is soliciting proposals from qualified firms wishing to contract with the District to provide: (1) FEMA Grant Management Services, and (2) Debris Monitoring Services. The District recently experienced damage to landscaping, signage and other improvements due to Hurricane Ian. In response, the District is requesting FEMA assistance, and needs a qualified firm to assist with grant management and to oversee the disposal of on-site debris, all in a manner that will help the District secure FEMA funding for its emergency response efforts. NOTE: This RFP is being conducted as an informal procurement due to the purchase being considered a “Small Purchase” for purposes of s. 200.320, C.F.R.

Proposals should include information about the firm, its experience, its personnel, its pricing per hour, and references from prior projects. The services shall be on an hourly basis, and shall not exceed \$25,000 for Grant Management Services and \$25,000 for Debris Monitoring Services. A list of specific services being requested can be obtained by emailing [suitk@whhassociates.com](mailto:suitk@whhassociates.com). All services must be performed in accordance with all applicable local, State, and Federal laws, regulations, executive orders, and all FEMA requirements. In order to submit a proposal, a proposer must be authorized to do business in Florida and in Charlotte County and hold all required state and federal licenses in good standing.

Proposals will be evaluated based on firms’ experience, personnel, small and minority business/women’s business status, references and pricing, and the District’s Manager (or Board of Supervisors) shall select a proposer that is in the best interests of the District, taking into account pricing as well as the other criteria. The District reserves the right to reject any and all proposals, make modifications to the work, award the contract in whole or in part with or without cause, and waive minor or technical irregularities in any proposal, as it deems appropriate, if it determines in its discretion that it is in the District’s best interests to do so.

Proposals shall be emailed to [suitk@whhassociates.com](mailto:suitk@whhassociates.com) no later than 12:00 p.m., on January 11, 2023. Proposals received after the scheduled date and time for submittal may not be considered in the District’s discretion.

Any person who wishes to protest this notice or the RFP, or any component thereof, shall file with the District a written notice of protest within seventy-two (72) hours after the publication date of this notice, and shall file a formal written protest with the District within seven (7) calendar days after the date of timely filing the initial notice of protest. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object to or protest the contents of the District’s notice or RFP. The formal written protest shall state with particularity the facts and law upon which the protest is based.

All questions regarding this RFP shall be directed in writing only to Kristen Suit at [suitk@whhassociates.com](mailto:suitk@whhassociates.com).

Kristen Suit  
District Manager  
Publish: 01/01/23  
426749 3874458

# **WEST PORT**

**COMMUNITY DEVELOPMENT DISTRICT**

# **5B**



**WEST PORT COMMUNITY DEVELOPMENT DISTRICT**  
**Request for Proposals for Grant Management and Debris Removal Oversight Services**  
**Charlotte County, Florida**

Notice is hereby given that the West Port Community Development District (“District”) is soliciting proposals from qualified firms wishing to contract with the District to provide: (1) FEMA Grant Management Services, and (2) Debris Monitoring Services. The District recently experienced damage to landscaping, signage and other improvements due to Hurricane Ian. In response, the District is requesting FEMA assistance, and needs a qualified firm to assist with grant management and to oversee the disposal of on-site debris, all in a manner that will help the District secure FEMA funding for its emergency response efforts. NOTE: This RFP is being conducted as an informal procurement due to the purchase being considered a “Small Purchase” for purposes of s. 200.320, C.F.R.

Proposals should include information about the firm, its experience, its personnel, its pricing per hour, and references from prior projects. The services shall be on an hourly basis, and shall not exceed \$25,000 for Grant Management Services and \$25,000 for Debris Monitoring Services. A list of specific services being requested can be obtained by emailing [suitk@whhassociates.com](mailto:suitk@whhassociates.com). All services must be performed in accordance with all applicable local, State, and Federal laws, regulations, executive orders, and all FEMA requirements. In order to submit a proposal, a proposer must be authorized to do business in Florida and in Charlotte County and hold all required state and federal licenses in good standing.

Proposals will be evaluated based on firms’ experience, personnel, small and minority business/women’s business status, references and pricing, and the District’s Manager (or Board of Supervisors) shall select a proposer that is in the best interests of the District, taking into account pricing as well as the other criteria. The District reserves the right to reject any and all proposals, make modifications to the work, award the contract in whole or in part with or without cause, and waive minor or technical irregularities in any proposal, as it deems appropriate, if it determines in its discretion that it is in the District’s best interests to do so.

Proposals shall be emailed to [suitk@whhassociates.com](mailto:suitk@whhassociates.com) no later than 12:00 p.m., on January 11, 2023. Proposals received after the scheduled date and time for submittal may not be considered in the District’s discretion.

Any person who wishes to protest this notice or the RFP, or any component thereof, shall file with the District a written notice of protest within seventy-two (72) hours after the publication date of this notice, and shall file a formal written protest with the District within seven (7) calendar days after the date of timely filing the initial notice of protest. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object to or protest the contents of the District’s notice or RFP. The formal written protest shall state with particularity the facts and law upon which the protest is based.

All questions regarding this RFP shall be directed in writing only to Kristen Suit at [suitk@whhassociates.com](mailto:suitk@whhassociates.com).

Kristen Suit  
District Manager

**WEST PORT**

**COMMUNITY DEVELOPMENT DISTRICT**

**501**

This is an Agreement for Professional Services (hereinafter referred to as the “**Agreement**”) effective as of February 2, 2023 between **West Port Community Development District (“CLIENT”)**, having its principal office at 2300 Glades Road, Suite 410W, Boca Raton, FL 33431, and Rostan Solutions, LLC (“**ROSTAN**”), a Florida limited liability company, having its principal place of business at 3433 Lithia Pinecrest Road, #287, Valrico, FL 33596. CLIENT and ROSTAN are hereinafter referred to individually as “**Party**” or collectively as “**Parties**.”

**WHEREAS**, the CLIENT requires the services of a qualified firm to perform certain professional services (“**Project**”) for the CLIENT, has carefully reviewed the “Grant Management and Debris Removal Oversight Services” RFP responses, and has selected ROSTAN to provide certain services as outlined in the same.

**WHEREAS**, the CLIENT will issue Task Orders to ROSTAN describing the work required under this Agreement, containing a mutually-agreed upon “Not to Exceed” cost, unless otherwise provided herein, with all included work being directly related to those services originally sought by the CLIENT. In response, ROSTAN will prepare a scope of work and cost estimate which shall become part of the Task Order upon execution by both Parties.

**NOW, THEREFORE**, in consideration of the mutual promises herein, ROSTAN and the CLIENT agree that the terms and conditions of this Agreement are as follows:

**DEFINITIONS:**

“**Fee Schedule**” shall mean the schedule attached as **Attachment 2** to any applicable Task Order as well as the identical schedule attached as **Schedule B**.

“**Projected Budget**” shall mean the initial projected amount it will cost to complete the Project, with such amount being listed under Section 4 of the Task Order.

“**Scope of Services**” shall mean the services and terms described within any forms which are attached as “**Attachment 1**” to any applicable Task Order, along with any modifications or additions to the services provided by ROSTAN to CLIENT which are agreed upon by the Parties or otherwise contemplated in this Agreement.

“**Site**” or “**Work Site**” shall mean the location where ROSTAN is performing services for the Project on behalf of the CLIENT.

“**Task Order**” shall mean the form attached as **Schedule A**, and any later-created substantially similar form, which includes basic information related to the Project and services to be performed by ROSTAN as well as attachments related to the Scope of Services and Fee Schedule.

**1. BASIC SERVICES**

- 1.1. **Scope of Services.** ROSTAN shall provide the basic services as described in individual Task Orders authorized in writing by the CLIENT. By way of example, but not limitation, a sample Task Order form is provided in **Schedule A**. The Task Order format may be modified from time to time. ROSTAN’s obligations under this Agreement are solely for the benefit of the CLIENT and no other party is intended to benefit or have rights hereunder. The Scope of Services are subject to modifications and/or additions and are thus subject to the terms of Section 6.1 herein.
- 1.2. **Standard of Care.** ROSTAN shall perform the professional services under this Agreement at the level customary for competent and prudent professionals performing such services at the time and place where the services are provided. These services will be provided by ROSTAN’s recovery and mitigation professionals and other professionals and individuals skilled in other technical disciplines, as appropriate.
- 1.3. **Subcontractors.** ROSTAN shall be permitted to utilize subcontractors for performing services under any Task Order.
- 1.4. **Transportation or Disposal of Hazardous Materials.** The CLIENT further agrees that, if this Agreement requires the containerization, transportation, or disposal of any hazardous or toxic wastes, materials or

substances, ROSTAN is not, and has no authority to act as a generator, arranger, transporter, or disposer of any hazardous or toxic wastes, materials or substances that may be found or identified on, at, or around CLIENT's Site.

## **2. THE CLIENT'S RESPONSIBILITIES**

Unless stated otherwise in Section 7 or in individual Task Orders, the CLIENT shall do the following in a timely manner:

- 2.1. **The CLIENT's Representative.** The CLIENT will designate a representative having authority to give instructions, receive information, define the CLIENT's policies, and make decisions with respect to individual Task Orders. Such representative is listed in Section 1 of the Task Order.
- 2.2. **Project Criteria.** Provide criteria and information as to the CLIENT's requirements for a Task Order, including objectives and constraints, space, capacity, scope of work, task assignments, and performance requirements, and any budgetary limitations to the extent known by the CLIENT.
- 2.3. **Access.** Arrange for ROSTAN to access the Site as may be reasonably required to perform the Scope of Services. ROSTAN will be provided with suitable access to appropriate areas of the Site and shall be entitled to the use of such parking facilities and rest room facilities as may be authorized for its use. ROSTAN or its representatives may be on Site during the various stages of the work to observe the progress and quality of the work and to determine, in general, if the work is proceeding in accordance with the intent of the Agreement. Visits and observations made by ROSTAN will not relieve other contractors of their obligation to conduct comprehensive inspections of the work, to furnish materials, to perform acceptable work, and to provide adequate safety precautions.
- 2.4. **Review.** Promptly respond to ROSTAN's requests for decisions or determinations related to the Scope of Services.
- 2.5. **Meetings.** At ROSTAN's discretion and request, hold or arrange to hold meetings required to assist in communication regarding the work required by a Task Order.
- 2.6. **Project Developments.** Give prompt written notice to ROSTAN whenever the CLIENT observes or otherwise becomes aware of any material development that affects the Scope of Services, including, but not limited to the timing, price, and/or scope of ROSTAN's services. For purposes of this Section 2.6, "prompt written notice" shall mean within two (2) business days.

## **3. PERIODS OF SERVICE**

- 3.1. **Time of Performance.** Section 3 of the Task Order anticipates the orderly and continuous progress of the Task Order through completion of the Scope of Services. However, the period of service is subject to change and is thus subject to the terms of Section 6.1 herein.
- 3.2. **Start of Performance.** ROSTAN will start the Scope of Services described in each Task Order upon authorization by the CLIENT. If the CLIENT gives authorization before signing a Task Order, ROSTAN shall be paid for the services provided outside the timeline of the relevant Task Orders. Any Task Order will only be valid if signed by the CLIENT's authorized representative and ROSTAN's authorized representative.
- 3.3. **Force Majeure.** If a force, event, or circumstance beyond ROSTAN's or the CLIENT'S control, including strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, approval delays by municipalities or governmental entities, riots, insurrection, war, military or usurped power, sabotage, terrorism, unusually severe weather, acts of God, fire, epidemic, pandemics, quarantine, or other casualty or other reason (but excluding financial inability) of a like nature which interrupts or delays ROSTAN's performance, then the time of performance shall be excused for the period of the delay, and the period for the performance shall be extended for a period equivalent to the period of the delay.

3.4. **Term and Termination.** This Agreement shall be in effect for one (1) year from the effective date, with two (2), one-year extensions available upon mutual consent of the Parties. This Agreement may be terminated by either Party at will and without cause, at any time upon seven (7) days prior written notice to the other Party and shall remain in force until so terminated, however any outstanding Task Orders will not be affected by any such termination. All information and any materials provided to either Party must be returned to the other Party upon termination of the Agreement. Notwithstanding the foregoing, unless otherwise agreed by the Parties, the terms and conditions of this Agreement shall continue to apply to all outstanding Task Orders until the Scope of Services described thereunder are completed or the Task Order is terminated pursuant to the terms of the Task Order, if different than the terms of this Section 3.4, whichever is sooner.

#### **4. COMPENSATION**

4.1. **ROSTAN Services.** Based upon the Scope of Services provided for in each Task Order issued pursuant to the Agreement and any relevant agreed upon changes established after execution of said Task Order, along with the Fee Schedule, the CLIENT shall pay ROSTAN the amount stated in invoices issued for actual work performed and reimbursable expenses incurred during the period covered by the invoice, subject to the funding limits established in each Task Order and any changes agreed upon by the Parties or otherwise contemplated in this Agreement. The CLIENT must raise any disputes regarding an invoice within thirty (30) calendar days of the date of such invoice ("Invoice Dispute Period"). Failure by CLIENT to raise any such dispute within the Invoice Dispute Period shall result in CLIENT waiving any and all claims, disputes, or other challenges associated with such invoice. In the event of a dispute as to any portion of an invoice within the Invoice Dispute Period, the undisputed portion shall be paid as provided in Section 4.1 herein. Invoices are payable by the CLIENT within thirty (30) calendar days after receipt of invoice by CLIENT.

4.2. **Late Payments/Interest Charges.** Accounts not paid within the terms of this Agreement are subject to a 1.5% monthly finance charge, or the highest rate allowable by law, at the discretion of Rostan and waivable in whole or in part by ROSTAN at its discretion.

4.3. **Price Escalation.** Hourly rates shall remain fixed during the initial year of the Agreement. The current hourly rates for each labor classification are included in Schedule B to this Agreement. On each anniversary of the effective date of this Agreement, the current hourly rates listed in Schedule B will be adjusted to reflect annual increases in the cost-of-living, based on increases in the national consumer price index for urban wage earners and clerical workers, or any successor index, published in the United States Department of Labor News by the Bureau of Labor Statistics for the 12-month period ending on the preceding December. ROSTAN shall submit to the CLIENT on or before each anniversary of the effective date of this Agreement a replacement Schedule B containing the adjusted hourly rates and a written calculation of the rate increases. The hourly rates included in any replacement Schedule B will apply to any Services performed after the applicable anniversary of the effective date of this Agreement. ROSTAN and the CLIENT will amend this Agreement each year to reflect any changes to ROSTAN's hourly rates for the ensuing year.

#### **5. NON-CONTROLLABLE COSTS**

5.1. **Non-Controllable Costs.** ROSTAN has no control over the cost of labor, materials, equipment, or services furnished by others, including, but not limited to, CLIENT'S contractors, and/or subcontractors. ROSTAN has no control over any other person or entity's methods of determining prices. Further, ROSTAN has no control over competitive bidding or market conditions. ROSTAN's opinion of probable cost is made on the basis of ROSTAN's experience and qualifications and represents ROSTAN's judgment as an experienced and qualified professional firm, familiar with the disaster recovery industry. ROSTAN does not guarantee that proposals, bids, or actual project cost will not vary from ROSTAN's opinions of probable cost.

#### **6. GENERAL CONSIDERATIONS**

- 6.1. **Changes.** By written and/or electronic notice at any time, the CLIENT or ROSTAN may change services required by a Task Order, provided such changes are within the general scope of the services contemplated by this Agreement, and subject to validation under any applicable cost or price analysis required by federal, state, or local law. In such event, an equitable adjustment both in the compensation for and time of performance of the adjusted Task Order shall be made in writing prior to ROSTAN performing the changed services, unless otherwise provided herein. During the course of the Project, the Scope of Services may be subject to changes in length and/or price dependent upon the nature of the Project and required materials, labor, and/or resources. Any changes requested by CLIENT or ROSTAN must be requested and approved by the CLIENT's or ROSTAN's authorized representative as the case may be.
- 6.2. **Access to Records.** The following access to records requirements apply to ROSTAN, which includes its successors, transferees, assignees, and subcontractors: (a) ROSTAN agrees to provide the CLIENT, the State of Florida, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any documents, papers, and records which are directly pertinent to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions; (b) ROSTAN agrees to permit any of the foregoing parties to reproduce or to copy excerpts and transcriptions as reasonably needed; and (c) ROSTAN agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under this Agreement, as permitted by the CLIENT.
- 6.3. **Confidentiality and Proprietary Information.** In the course of providing services under this Agreement, CLIENT and ROSTAN may receive confidential and/or proprietary information and/or materials of the other Party. Each Party agrees to hold secret and confidential all information designated by the other Party as confidential ("Confidential Information"). Neither Party will reveal Confidential Information to a third party unless: (a) the non-disclosing Party consents in writing; (b) the information is or becomes part of the public domain; (c) applicable law, regulation, court order or an agency of competent jurisdiction requires its disclosure; or (d) failure to disclose the information would pose an imminent and substantial threat to human health or the environment. All drawings, specifications, and technical information furnished to CLIENT by ROSTAN or developed for CLIENT by ROSTAN in connection with the Scope of Services are, and will remain, the property of the CLIENT.
- 6.3.1. **Dispute Resolution.** Prior to filing any cause of action, or legal proceeding, with the requisite court of law, the Parties agree that they will first be required to attend mediation. The Parties agree that the Party who initiates the dispute by this procedure shall provide to the non-initiating Party notice of the commenced proceedings and the names of three (3) proposed mediators, whereby the non-initiating Party shall within ten (10) days thereafter select one (1) mediator of the proposed mediators to conduct the mediation. Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation. Both Parties agree that they will send a representative with full settlement authority to the mediation. The cost of the in-person mediation shall be split amongst the Parties but shall not include travel costs of either Party associated with attending the in-person mediation and/or the expenses of each Party's own legal counsel. Notwithstanding the foregoing, the pre-suit mediation requirement will be waived and not required at the discretion of ROSTAN and/or in the event ROSTAN brings an action against the client for unpaid invoices or other unpaid fees.
- 6.3.2. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Florida.
- 6.3.3. **Compliance with Dispute Resolution.** In the event that either Party fails to comply with the Dispute Resolution procedure set forth in Section 6.3.1 of this Agreement, and files a cause of action or legal proceeding prior to a required mediation taking place (except in the case where ROSTAN waives such mediation), the filing Party agrees to pay the non-filing Party's reasonable attorneys' fees and all costs and expenses incurred with respect to defending such improperly filed cause of action or legal proceeding.

- 6.4. **Remedies.** Nothing in this Agreement otherwise prevents the either Party from utilizing any available remedies, administrative, contractual, or legal, where either Party has been found to have violated or breached the terms of this Agreement, subject to the Limitation of Liability provision below.
- 6.5. **Mutual Indemnification.**
- 6.5.1. ROSTAN hereby agrees to indemnify and hold the CLIENT harmless from and against any and all losses, damages, settlements, costs, charges, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind and character which specifically and directly arise from the gross negligence or willful misconduct of Rostan in the performance of its obligations under this Agreement.
- 6.5.2. The CLIENT hereby agrees to indemnify and hold ROSTAN harmless from and against any and all losses, damages, settlements, costs, charges, or other expenses or liabilities of every kind and character arising out of or relating to any and all third party claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind and character which specifically and directly arise from the gross negligence or willful misconduct of CLIENT as related to the services which CLIENT has engaged ROSTAN for under this Agreement or for any injuries suffered by an employee or contractor of CLIENT who is performing work for CLIENT.
- 6.6. **Limitation of Liability.** Notwithstanding any other provision of this Agreement and to the fullest extent permitted by law the Parties agree that neither the CLIENT nor ROSTAN shall be liable to each other for any special, indirect, or consequential damages, whether caused or alleged to be caused by negligence, strict liability, breach of contract or warranty under this Agreement. Except for amounts for which indemnification is given by ROSTAN hereunder which shall be capped to the extent of ROSTAN's insurance coverage, in no event will ROSTAN's liability to the CLIENT, whether in contract, tort or any other theory of liability, exceed the fees which ROSTAN has been paid for services from which the liability arises. Further, ROSTAN will not be responsible for other contractors' means, methods, techniques, sequences or procedures of the work, or the safety precautions, including compliance with applicable programs incident thereto. ROSTAN will not be responsible for other contractors' or subcontractors' failure to perform the work in accordance with their applicable contract with the CLIENT or any other agreement. ROSTAN will not be responsible for the acts or omissions of contractors or subcontractors, or any of their agents or employees or any other persons or entities at the Site or otherwise performing any of the work.
- 6.7. **Interpretation.** This Agreement shall be interpreted in accordance with the laws of the State of Florida.
- 6.8. **Successors.** This Agreement is binding on the successors and assigns of the CLIENT and ROSTAN. The Agreement may not be assigned in whole or in part to any third parties without the written consent of the non-assigning Party.
- 6.9. **Independent Contractor.** ROSTAN represents that it is an independent contractor and is not an employee of the CLIENT.
- 6.10. **Notices.** Written notices may be delivered in person or by certified mail, or by facsimile, or by courier or by email. All notices shall be effective upon the date of receipt by the Party.
- 6.11. **Entire Agreement.** This Agreement, including Schedules, Attachments, and Task Orders (including references to other agreements contained in the Task Order), which are executed pursuant to this Agreement, is the entire agreement between the CLIENT and ROSTAN. Any prior or contemporaneous agreements, promises, negotiations or representations not expressly stated herein are of no force and effect. Any changes to this Agreement shall be in writing and signed by the CLIENT and ROSTAN, unless otherwise provided in this Agreement.
- 6.12. **Waivers and Severability.** A waiver or breach of any term, condition, or covenant by a Party shall not constitute a waiver or breach of any other term, condition, or covenant. If any court of competent jurisdiction declares a provision of this Agreement invalid, illegal, or otherwise unenforceable, the remaining provisions

of the Agreement shall remain in full force and effect.

6.13. **Effective Date.** This Agreement is effective on the date shown on the cover page.

**7. SCHEDULES.**

7.1 **Schedules.** The following **Schedules**, as well as any future applicable Task Orders, are attached hereto and made a part of this Agreement:

7.1.1 **Schedule A:** *Sample Task Order*

7.1.2 **Schedule B:** *Fee Schedule*

7.1.3 **Schedule C:** *Required Clauses – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards Under 2 CFR Part 200*

7.1.4 **Schedule D:** *Certification Regarding Lobbying*

7.2 **Required Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.** In addition to the terms and conditions expressed within this Agreement, the Code of Federal Regulation (“CFR”) Part 200.326 requires that contracts made by non-Federal entities under a federal award must contain certain provisions and/or clauses, as applicable, to the contract. These clauses are identified in 2 CFR Part 200 Appendix II, and by their inclusion within Schedule C “*Required Clauses – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards Under 2 CFR Part 200*”, are incorporated into the terms of this Agreement, as applicable, and any Task Orders issued.

8.0 **Execution Authority.** This Agreement is a valid and authorized undertaking of the CLIENT and ROSTAN. The representatives of the CLIENT and ROSTAN who have signed below have been authorized to do so.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement as of the day and year shown on the cover page.

**WEST PORT COMMUNITY DEVELOPMENT DISTRICT**

**ROSTAN SOLUTIONS, LLC**

By: \_\_\_\_\_

By: \_\_\_\_\_

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

Name: Kyle Jones

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

Title: Vice President

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

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



**SAMPLE**

**SAMPLE**

**Schedule A**

**PROFESSIONAL SERVICES TASK ORDER**

**Task Order Number:** \_\_\_\_\_

**Task Order Date:** \_\_\_\_\_

Subject to the Agreement between **CLIENT** and **ROSTAN**, effective \_\_, \_\_, 2020 the CLIENT hereby authorizes ROSTAN to perform services as specified in this Task Order and in accordance with the above- mentioned Agreement.

**1. Basic Project Information.**

Project Name: \_\_\_\_\_ **SAMPLE** \_\_\_\_\_

Project Location: \_\_\_\_\_

CLIENT Representative: \_\_\_\_\_

ROSTAN Representative: \_\_\_\_\_

- 2. **Scope of Services:** ROSTAN shall perform its services as described in Attachment 1, Scope of Services, attached and incorporated into this Task Order.
- 3. **Period of Service:** The period of service shall be \_\_\_\_\_, 2020 through \_\_\_\_\_, 20\_\_.
- 4. **Compensation:** ROSTAN's compensation under this Task Order, which shall not be exceeded without prior written authorization of the CLIENT, is \$\_\_\_\_\_.
- 5. This Task Order's Fee Schedule is incorporated and provided as Attachment 2.
- 6. **Amendment:** [\_\_\_\_\_] This Task Order amends a previously executed Task Order No. \_\_\_\_\_, Dated\_\_\_\_\_.

**ISSUED AND AUTHORIZED BY:**

WEST PORT COMMUNITY DEVELOPMENT DISTRICT

**ACCEPTED AND AGREED TO BY:**

ROSTAN SOLUTIONS, LLC

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

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

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

**AGREEMENT FOR PROFESSIONAL SERVICES**

Between West Port Community Development District (WPCDD) and Rostan Solutions, LLC

**Schedule B  
Fee Schedule**

- 1.) **Rate Schedules.** Please see the below Rate Schedules for ROSTAN's Consulting Services and Debris Monitoring Services under the Parties' Agreement.
- 2.) **Expenses and Travel.** Rates are inclusive of all costs with the exception to those expenses related to federal per diem for meals and incidentals, allowable mileage and/or rental vehicles, rental vehicle petroleum products, airfare, and lodging. Expenses will comply with General Services Administration (GSA) Federal Travel Regulation (FTR) and Travel/Per Diem Bulletins and be directly passed through without markup. Receipts will be provided.

POSITION	HOURLY RATE
<b>GRANTS MANAGEMENT</b>	
<b>PROGRAM</b>	
Principal/Program Manager	\$195.00
Senior Program Specialist	\$180.00
Project Manager	\$165.00
Senior Consultant	\$155.00
Consultant	\$135.00
Junior Consultant	\$105.00
Administrative Support	\$85.00
<b>TECHNICAL</b>	
Senior Appeal/Policy Specialist	\$225.00
Appeal/Policy Specialist	\$170.00
Senior Technical Specialist	\$180.00
Technical Specialist	\$155.00
Junior Technical Specialist	\$135.00

POSITION	HOURLY RATE
<b>DEBRIS MONITORING</b>	
FEMA Reimbursement Manager	\$135.00
FEMA Specialist	\$120.00
Program Manager	\$105.00
Project Manager	\$90.00
Operations Manager	\$80.00
Field Supervisor	\$50.00
Loading Site Monitor	\$39.00
Debris Site/Tower Monitor	\$39.00
Data Manager	\$80.00
GIS Analyst	\$70.00
Environmental Specialist	\$70.00
Administrative Assistant	\$35.00
Billing/Invoice Analyst	\$60.00

**Schedule C****CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous

or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

(G) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

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

(J) Procurement of Recovered Materials – A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(K) Prohibition on certain telecommunications and video surveillance services or equipment. – (a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to: (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). (i) For the purpose of public safety, security of government

## **AGREEMENT FOR PROFESSIONAL SERVICES**

Between West Port Community District (WPCDD) and Rostan Solutions, LLC

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Task Order Contract

facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). (ii) Telecommunications or video surveillance services provided by such entities or using such equipment. (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. -

(L) Domestic Preference for procurements – (a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. (b) For purposes of this section: (1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**Schedule D**

**Certification Regarding Lobbying**

The undersigned certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Rostan Solutions, LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Contractor's Authorized Representative

\_\_\_\_\_  
Name and Title of Contractor's Authorized Representative

\_\_\_\_\_  
Date

# **WEST PORT**

**COMMUNITY DEVELOPMENT DISTRICT**

# **5C11**

**PROFESSIONAL SERVICES TASK ORDER**

Task Order Number: 01  
Task Order Date: 2/2/2023

Subject to the Agreement for Professional Services between West Port Community Development District (“**CLIENT**”) and Rostan Solutions, LLC (“**ROSTAN**”), effective as of February 2, 2023 (“**Agreement**”) the CLIENT hereby authorizes ROSTAN to perform services as specified in this Task Order and in accordance with the above-mentioned Agreement.

**1. Basic Project Information.**

Project Name: DR-4673 Grants Management Consulting Services  
Project Location: West Port Community Development District  
CLIENT Representative: Paul Martin, VP of Land Development  
ROSTAN Representative: Dina Groves, Project Consultant

- 2. **Scope of Services:** ROSTAN shall perform its services as described in Attachment 1, Scope of Services, attached and incorporated into this Task Order.
- 3. **Period of Service:** The period of service shall be February 2, 2023 through February 2, 2024.
- 4. **Compensation:** ROSTAN’s compensation under this Task Order, which shall not be exceeded without prior written authorization of the CLIENT, is \$25,000.00.
- 5. **Fee Schedule:** This Task Order's Fee Schedule is incorporated and provided as Attachment 2.

**ISSUED AND AUTHORIZED BY:**

WEST PORT COMMUNITY DEVELOPMENT DISTRICT

**ACCEPTED AND AGREED TO BY:**

ROSTAN SOLUTIONS, LLC

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

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

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



# **PROFESSIONAL SERVICES TASK ORDER**

Task Order Number: 01

## **ATTACHMENT 1**

### **Scope of Services**

#### **GRANTS MANAGEMENT SERVICES**

**For the long term of the Agreement**, the Consultant shall work closely and collaborate with the CLIENT to ensure the proper use and application of federal and state funds. Consultant shall focus on maximizing eligible, allocable federal dollars. Consultant shall conduct efficient processes that reduce the timeline for eligibility determinations that support project cash flow sources and uses. Consultant will provide technical knowledge and experience, proven business processes, and policy strategies. In order to develop and implement the framework of grant activities, the Consultant shall perform services and work necessary to complete the following objectives and tasks:

- Prepare and coordinate the development of Project Worksheets (PW's) and versions as required with the CLIENT, Federal agencies, and State agencies. This includes project development, formulation, and processing as required for small and large projects.
- Assist the CLIENT with formulation of projects in accordance with the FEMA Delivery Model:
  - Develop Damage Inventory (DI) Line Items
  - Develop Detailed Damage Dimensions (DDD)
  - Complete required Essential Elements of Information (EEI)
  - Complete Cost Estimate using RsMeans
  - Identify, track and present required Consensus based Codes and Standards
- Work with the CLIENT to obtain all costs and necessary backup documentation to develop, revise and submit PW's and grant applications to the Federal agencies and State agencies to be approved, obligated, and reimbursed.
- Review eligibility issues for the CLIENT and develop justifications for presentation to the Federal agencies, State agencies, and other agencies involved in providing disaster recovery funds.
- Ensure that all eligible damages have been identified, quantified, and presented to the CLIENT, Federal agencies, and State agencies. All eligible damages shall be incorporated into PW's and grant applications with supporting documentation and proper cost estimates, using the FEMA Cost Estimating Factor (CEF) when necessary.
- Provide, or as needed retain the services of, professional experts to prepare damage assessments and technical reviews and oversight in the furtherance of program objectives.
- Review contracts, bid documentation, change orders, and other records to support the proper preparation and presentation of PW's, grant applications and eligible activities.
- Compile and summarize/justify costs for presentation to Federal agencies and State agencies for reimbursement of eligible costs, ensuring compliance with applicable regulations.
- Attend meetings with the CLIENT, Federal agencies, and State agencies to negotiate and represent PW's and the obligation of eligible amounts.
- Provide grant management advice to maximize reimbursements of disaster recovery expenses.
- Provide advice to the CLIENT personnel and Consultants; attend and participate in meetings as required.

## **PROFESSIONAL SERVICES TASK ORDER**

Task Order Number: 01

- Prepare draft correspondence to local, Federal, and State officials as necessary.
- Provide the CLIENT with any changes in policies, procedures, processes, or deadlines throughout the financial disaster recovery process.
- Prepare and conduct the close-out process, ensuring maximum recovery and retention of all eligible funding, satisfactory disposition of appeals and availability of supporting documents for future audits.
- Prepare for and respond to inspections and audits for on-going and completed projects.
- Prepare formal audit responses and justifications; attend associated meetings and hearings as needed.
- Assist the CLIENT with Section 1206 Substantial Damage Assessments and Determinations, if applicable.
- Monitor Consultant's own time and activities by project, or as allowable under the provisions of Federal guidance for direct administrative, indirect, and project management costs (reference Federal regulations and policy guidance for these topics).
- Provide written performance and status reports to the CLIENT on the status of the FEMA Public Assistance program and other grant programs as requested. The performance and status report should include, but is not limited to, the following:
  - Hours billed and amount invoiced by personnel
  - PW and grant application development and revisions
  - PW and grant application submissions and approvals
  - Obligated amounts versus eligible estimates
  - Issues with PW and grant application submissions and resolutions
  - Issues requiring assistance
  - Amounts awarded to the CLIENT per PW and grant application
  - Requests for Reimbursement submitted
  - Estimated and actual costs
  - Reimbursements received by the CLIENT
  - Insurance deductions
  - PW and grant application closeouts

### **CLIENT Responsibilities:**

To assist us in completing the various work tasks described, the CLIENT may need to assemble and provide the following information and resources:

- Identify a central contact person / key contact.
- Provide a CLIENT organization chart, together with a list of names, roles, and phone numbers of personnel involved in FEMA grant management and insurance claim(s).
- Provide access to all relevant insurance and facility-related files.
- Provide access to knowledgeable individuals who can answer questions and assist in obtaining additional information, including engineering staff, finance staff, accounting staff, grant management staff, and operational staff.
- Provide a work area, such as a conference room or large office (this may be negotiated based on operational feasibility).

**PROFESSIONAL SERVICES TASK ORDER**

**ATTACHMENT 2**

**Fee Schedule**

<b>POSITION</b>	<b>HOURLY RATE</b>
<b>GRANTS MANAGEMENT</b>	
<b>PROGRAM</b>	
Principal/Program Manager	\$195.00
Senior Program Specialist	\$180.00
Project Manager	\$165.00
Senior Consultant	\$155.00
Consultant	\$135.00
Junior Consultant	\$105.00
Administrative Support	\$85.00
<b>TECHNICAL</b>	
Senior Appeal/Policy Specialist	\$225.00
Appeal/Policy Specialist	\$170.00
Senior Technical Specialist	\$180.00
Technical Specialist	\$155.00
Junior Technical Specialist	\$135.00

**WEST PORT**

**COMMUNITY DEVELOPMENT DISTRICT**

**5CIII**

**PROFESSIONAL SERVICES TASK ORDER**

Task Order Number: 02  
Task Order Date: 2/2/2023

Subject to the Agreement for Professional Services between West Port Community Development District (“**CLIENT**”) and Rostan Solutions, LLC (“**ROSTAN**”), effective as of February 2, 2023 (“**Agreement**”) the CLIENT hereby authorizes ROSTAN to perform services as specified in this Task Order and in accordance with the above-mentioned Agreement.

**1. Basic Project Information.**

Project Name: DR-4673 Debris Monitoring Services Project  
Location: West Port Community Development District  
CLIENT Representative: Paul Martin, VP of Land Development  
ROSTAN Representative: Jeff Cousins, Debris Operations Manager

- 2. **Scope of Services:** ROSTAN shall perform its services as described in Attachment 1, Scope of Services, attached and incorporated into this Task Order.
- 3. **Period of Service:** The period of service shall be February 2, 2023 through February 2, 2024.
- 4. **Compensation:** ROSTAN’s compensation under this Task Order, which shall not be exceeded without prior written authorization of the CLIENT, is \$25,000.00.
- 5. **Fee Schedule:** This Task Order's Fee Schedule is incorporated and provided as Attachment 2.

**ISSUED AND AUTHORIZED BY:**

WEST PORT COMMUNITY DEVELOPMENT DISTRICT

**ACCEPTED AND AGREED TO BY:**

ROSTAN SOLUTIONS, LLC

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

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

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

# **PROFESSIONAL SERVICES TASK ORDER**

Task Order Number: 02

## **ATTACHMENT 1**

### **Scope of Services**

#### **DEBRIS MONITORING SERVICES**

##### **1.0 Debris Collection Monitoring**

To maximize potential reimbursement opportunities, Rostan will monitor all debris removal activities and document the work as it is performed. Debris monitors must be able to document work performed in eligible rights-of-way, and other areas designated by WPCDD. Rostan will provide one (1) debris monitor for each field collection crew and debris management site or final disposal location, and one supervisor for every eight (8) monitors unless otherwise approved by the WPCDD. Monitoring personnel are responsible for ensuring compliance with debris removal requirements and documenting the work as it is performed.

Debris Collection Monitor responsibilities include:

- Identifying eligible loose debris, stumps, hazardous trees, and limbs for removal.
- Verifying all debris removed is a direct result of the applicable disaster and removed from authorized locations.
- Ensuring that debris removal crews are working within their assigned areas and within WPCDD's jurisdiction.
- Documenting debris loads and tree removal activities performed by the debris removal company to include GPS coordinates, photographs, crew identification, date, and time.
- Make all reasonable efforts to ensure the debris removal company is working in compliance with their contract and applicable environmental regulations.
- Maintain a daily field log to document monitor assignments, tasks, and responsibilities.
- Proficiency with the ADMS.
- Maintain STOP WORK authority when work is not conducted in a compliant or safe manner.

##### **1.1 Disposal Site Monitoring**

DMS and Final Disposal Site monitors are required at material receiving facilities to verify receipt of collected materials. Each receiving facility is required to have at least one (1) monitor present during operating hours and two (2) monitors are preferred during congested operating windows to minimize delays.

Disposal Site Monitor responsibilities include:

- Verify the receipt of debris at respective receiving facilities.
- Observe the offloading of debris.
- Coordinate with debris removal company to ensure efficient flow of traffic at the receiving facility.
- Document materials received to include debris type, quantity, time and location of receipt, and crew responsible.
- Maintain a daily field log to document monitor assignments, tasks, and responsibilities.
- Proficiency with the ADMS.
- Reconcile daily debris quantities received at each disposal site to include number of load tickets, debris type, and total quantities.
- Maintain STOP WORK authority when work is not conducted in a compliant or safe manner.

## **PROFESSIONAL SERVICES TASK ORDER**

Task Order Number: 02

### 1.2 Debris Vehicle and Equipment Certifications

Rostan will ensure that all debris removal equipment is certified for project use prior to performing debris removal activities. Each certification includes the completion of a certification form, photographs, and a signature of Rostan's certification representative and of the debris removal company.

Certified equipment requires a license plate, valid registration, proof of insurance, and a licensed operator. Equipment must be designated fit for operation to include secured tailgates and fabricated walls, minimal non-metal structural components, tires, warning systems to include lights, and tarps or other coverings to secure debris.

Each piece of certified equipment will require a placard to be placed on the operator and passenger side of the equipment. Placards are to be provided by the debris removal company and contain WPCDD's name, the debris removal company name, the certified capacity, and the vehicle certification number. Placards must be a minimum of 12" by 12" and contain an adhesive backing.

Rostan will measure the carrying capacity of each haul truck to the tenth of a cubic yard. Each certification record will be retained and reproduceable to support WPCDD needs. The equipment certification process should capture the following data points at a minimum:

- Date of Certification
- Vehicle Type, Make, and Model
- Primary Measurements (Length, Width, Height)
- Modifying Measurements (Additions and Subtractions)
- Capacity (Volume in Cubic Yards)
- Weight if applicable (Tons)
- License Plate Number
- Operator Name and License Information
- Vehicle Registration Expiration
- Insurance Provider, Policy Number, and Expiration
- Contractor Hierarchy
- Certification ID Number
- Photographs
- Certifying Representative's Credentials

Rostan warrants the completeness and accuracy of each equipment certification by signing the completed certification form. Certification records are to be retained by Rostan for a period consistent with the applicable records retention policy.

### 1.3 Payment Monitoring Processes

Rostan will review and validate debris removal company invoices prior to submission to the WPCDD for processing and payment. All invoices from the debris removal company will be directed to Rostan copying WPCDD. Within seven (7) calendar days of receipt, each invoice will be reviewed by Rostan and accepted in full or rejected with justification to the debris removal company to amend. The debris removal company will submit invoices amended per Rostan's recommendations. Once an accepted invoice is reconciled, Rostan shall submit a payment recommendation to WPCDD.

### 1.4 ADMS and Database Systems

Rostan will provide HaulPass®, an ADMS capable of fully digitizing the certification and ticketing process.

## PROFESSIONAL SERVICES TASK ORDER

Task Order Number: 02

The system features include:

- Paperless electronic data collection and distribution. Field data is collected on a tablet, phone, or other digital hardware capable of processing digital transactions and storing project data.
- Critical transaction data are transferrable on external media and transported between collection and disposal locations.
- HaulPass® data is stored indefinitely on secured servers that are backed up on regularly intervals and retrievable as needed.
- HaulPass® data capture is automated to the greatest extent possible requiring minimal input from the user.
- Collection and disposal coordinates are generated automatically and captured through GPS technologies integrated into the HaulPass®.
- HaulPass® provides a web-based interface accessible to project stakeholders. Access is restricted by user credentials.
- Web interface includes a GIS interface and downloadable documents/reports.

### 1.5 Documentation and Deliverables

All project records including logs, invoices, contracts, and paperwork should be digitized and stored in a secure digital storage system for up to five (5) years or such time the WPCDD notifies ROSTAN they are no longer needed.

### **WPCDD Responsibilities:**

To assist us in completing the various work tasks described, the WPCDD may need to assemble and provide the following information and resources:

- Identify a central contact person / key contact.
- Provide access to knowledgeable individuals who can answer questions and assist in obtaining additional information, including engineering staff, finance staff, accounting staff, grant management staff, and operational staff.
- Provide a work area, such as a conference room or large office (this may be negotiated based on operational feasibility).



**PROFESSIONAL SERVICES TASK ORDER**

Task Order Number: 02

**ATTACHMENT 2**

**Fee Schedule**

- 1.) **Rate Schedules.** See below Rate Schedule for Debris Monitoring Services.
- 2.) **Expenses and Travel.** Rates are inclusive of all costs with the exception to those expenses related to federal per diem for meals and incidentals, allowable mileage and/or rental vehicles, rental vehicle petroleum products, airfare, and lodging. Expenses will comply with General Services Administration (GSA) Federal Travel Regulation (FTR) and Travel/Per Diem Bulletins and be directly passed through without markup. Receipts will be provided.

*Debris Monitoring Services Rate Schedule:*

<b><i>Position</i></b>	<b><i>Rate</i></b>
Project Manager	\$90.00
Operations Manager	\$80.00
Field Supervisor	\$50.00
Tower Monitor	\$39.00
Field Monitor	\$39.00
Administrative Assistant	\$35.00
Data Manager/GIS Analyst	\$70.00
Debris Consultant	\$120.00

# **WEST PORT**

**COMMUNITY DEVELOPMENT DISTRICT**

**6**

# CTC

**DISASTER RESPONSE** // //

**Original  
Request for Proposal (RFP) for  
Debris Removal Services**

*West Port*

**Due February 1, 2023, no later than  
3:00 P.M.**





**DISASTER RESPONSE** //

6021 SW 29th St. PMB #130

Topeka, KS 66614

(785) 478-9805 – Office

(785) 478-4195 – Fax

ggathers@customtreecare.com

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

(Office locations in Kansas, Alabama, Florida & Texas)

West Port Community Development District

Attn. Kristen Suit

2150 Centennial Blvd.

Port Charlotte, FL 33953

January 25, 2023

RE: RFP – Debris Removal Services

To Mrs. Suit,

CTC Disaster Response, Inc. (CTC), formerly known as Custom Tree Care, Inc., has been in business for over 21 years and has completed over \$200,000,000 in Debris Removal Operations, with a combined Executive and Management team experience of over 70 years. CTC has operated as prime contractor in the recovery of over 150 major catastrophic events in 27 states performing ROW debris removal, Tree Trimming and Removal, PPDR, waterway and marine debris removal, TDS reduction and management, and other specialty types of debris removal. We meet or exceed all requirements of this RFP.

With our experience, we can streamline the recovery process, while maintaining our 100% safety record. We have also been able to develop and streamline debris removal, reduction, and disposal to ensure that our teaming partners and the community receive the best benefits of our experience.

CTC has never failed to complete a project and has never defaulted on any contract. Our past performance is excellent, and we will strictly adhere to all requirements of this project including program standards as provided in FEMA's "Debris Management Guide." CTC is registered to do business in the State of Florida and has completed several contracts of this nature in the past for DOT's, School Districts, Municipalities (cities and towns), counties, states, and the federal government.

Our staff is trained in USACE, OSHA, ANSI and FEMA standards and all work practices will conform to these standards. Upon award we will provide all additional documentation required. We look forward to serving in completion of this project.

CTC is available to respond immediately to the needs of West Port Community Development District.

CTC proposes disposing of the debris at the Sarasota County Landfill at a rate of \$41.37/ton

Respectfully,

A handwritten signature in black ink that reads "Greg Gathers". The signature is written in a cursive, flowing style.

Greg Gathers

President/CEO

MW-4172A

CTC Disaster Response, Inc.

**Authorized Representatives:**

Greg Gathers, President/CEO

(785)221-7550

ggathers@customtreecare.com

Jeremy Britton, Chief Operating Officer

(256)749-4886

jbritton@customtreecare.com

FEIN: 48-1245968

## WORK PLAN

Through our years of experience in responding to disaster debris-generating events across the nation, we at CTC have developed and refined a strategy to include both pre-event planning and post-event operations. This strategy is founded on the concept that we, both the agency's staff and the CTC staff, can best do the majority of our critical thinking on the "blue sky day" when time is available to carefully and thoroughly research alternatives to various scenarios. In essence, we can develop a "Project Checklist" to guide us through those first days following the "black sky day."

At CTC our Standard Operating Procedure for Debris Mission Assignments includes the following elements:

### Post-Event Operations: Debris Removal, Reduction and Disposal

- During the initial stages of debris removal operations, your staff and CTC will determine what zones and sectors are to be cleared in a prioritized order. This establishment of priorities is important in that it allows you, the Monitors, and our crews and equipment to arrive on-scene in a scheduled manner. This is the "ramp up" stage of operations.
- While crews, equipment and Monitors are being assigned to debris removal work areas, the CTC Project Team members will continue to work with Your staff to inspect the damages areas for hazardous waste materials; critical drainage ways and navigable waterways that require immediate attention to mitigate further damages; the presence of abandoned automobiles and watercraft that may impede debris operations; In some instances, the of beach sand that has been washed onto private property and roads; and any other elements of destruction that will/may impact or disrupt debris removal operations.
- The CTC Project Team and your staff will also be reviewing the need for identification card badges for each crew member that will be working.
- The CTC Project Team will also be working closely with the local area landfills to construct additional entrances at the landfills to support the extremely high volume of traffic above that normally experienced. Without these additional infrastructure elements, long wait times will be encountered and severely disrupt the timeliness of debris removal operations.
- If a part of the contract language, **vehicles** and **vessels** that are abandoned or displaced will each be recovered, moved to a staging/salvage yard, the owner identified and notification made, inspected by their respective owners' insurance agent prior to final disposal methods being determined.
- **White goods** will be segregated from other debris and taken to a staging area at the TDS, where they will be first inspected for the presence of Freon or other coolants, gases, and oils and putrefied foods. These potentially hazardous materials will be recovered by an appropriately licensed subcontractor prior to disposal at a recycling facility.
- **Household hazardous wastes (HHW)** will be segregated at the pick-up point prior to removal by a separate crew. This waste will then be disposed of at an appropriately licensed landfill. A separate, bermed, lined and covered temporary staging area will be constructed at each TDSRS for segregation of HHW that is inadvertently delivered. Removal and disposal will be on an as-needed basis.
- **Construction and Demolition (C&D) debris** will be segregated as much as practicable at the pick-up point, prior to loading for hauling to the appropriately licensed landfill for final disposal.
- **Hazardous limbs, hazardous trees and hazardous stumps** require proper identification and documentation. This information and documentation is required by FEMA for maximum reimbursement of eligible costs and will be accomplished by the Monitor. Once this data is gathered, and hazardous limbs, trees and stumps are authorized for removal, CTC crews will cut, remove, and load for hauling to the TDSRS for volume reduction.
- **Vegetative debris** will be loaded from the public rights-of-way, hauled to the TDS where volume reduction will be accomplished by mulching/grinding and/or burning/incineration. By-products from the reduction process may be used by the Your, gated communities, golf courses, or general recreation areas for landscape purposes, sold to an area paper products company or general manufacturing plant for use as boiler or "hog" fuel, or as the last resort sent to a lawfully permitted local landfill for use as daily cover.
- **Documentation** of debris removal, reduction, recycling, and disposal operations will be primarily by load tickets and based on the cubic yard method of measurement. Daily, cumulative, and summary reports will be made to you. Additional reports detailing completion of passes; numbers of vehicles and/or vessels removed; numbers of white goods managed; and numbers of leaning trees removed, hanging hazardous limbs cut, hazardous stumps removed; and volume of household hazardous waste removed will be generated and provided as you request.

# DEBRIS REMOVAL SERVICES - PRICING

Service	Unit	Quantity	Unit Price
Loading and Hauling Vegetative Debris directly to a Final Disposal Site (all related costs included such as equipment, personnel, etc.)	Cubic Yard	2,500	\$ 16.98
Tipping/Disposal Fee (Priority disposal unit. Use CY if disposal site does not have approved scales).	TON	500	Passed Through
Tipping/Disposal Fee	Cubic Yard	2,500	Passed Through

Proposed Budget Ceiling (Contractor should include anticipated tipping fee cost) \$63,135.00.

CTC proposes an estimated of a not to exceed budget ceiling of \$63,135 based on the advertised estimates in the RFP.

# **WEST PORT**

**COMMUNITY DEVELOPMENT DISTRICT**

**6A**



**WEST PORT COMMUNITY DEVELOPMENT DISTRICT**  
**Request for Proposals (“RFP”) for Debris Removal Services**  
**Charlotte County, Florida**

Notice is hereby given that the West Port Community Development District (“District”) is soliciting proposals from qualified contractors (“Contractor”) wishing to contract with the District to provide debris removal services. The District recently suffered impacts to improved property due to Hurricane Ian. In response, The District is requesting FEMA assistance, and needs a qualified Contractor to assist with disposal of on-site debris, all in a manner that will help the District secure FEMA funding for its emergency response efforts.

**NOTE: This RFP is being conducted as an informal procurement due to the purchase being considered a “Small Purchase” for purposes of 2 C.F.R. s. 200.320. There are no bid protest rights associated with this RFP.**

Small and minority businesses, women’s business enterprises, and labor surplus area firms are encouraged to submit proposals, and Contractors using subcontractors must take affirmative steps to include such firms in the subcontracting process, as required under 2 C.F.R. § 200.321.

Proposals shall be emailed to [suitk@whhassociates.com](mailto:suitk@whhassociates.com) no later than 3:00 PM EST on February 1, 2023. Proposals received after the scheduled date and time for submittal will not be considered.

Contractors interested in visiting the project site may do so at their discretion. The general address for the District is 2150 Centennial Blvd. Port Charlotte, FL 33953. Specific debris locations are identified on the following pages.

All questions regarding this RFP shall be directed in writing only to Kristen Suit at [suitk@whhassociates.com](mailto:suitk@whhassociates.com).

Kristen Suit  
District Manager

## Proposal Requirements

Proposals should be limited to 5 pages including pricing and include general information about the Contractor, its experience, approach to provide services, and availability. Proposals should be in PDF format and emailed to Kristen Suit, District Manager.

For pricing information, proposers should submit a price for each line item taking into account the District's scope of services. In order to submit a proposal, a proposer must be authorized to do business in Florida and in Charlotte County and hold all required state and federal licenses in good standing.

## Evaluations

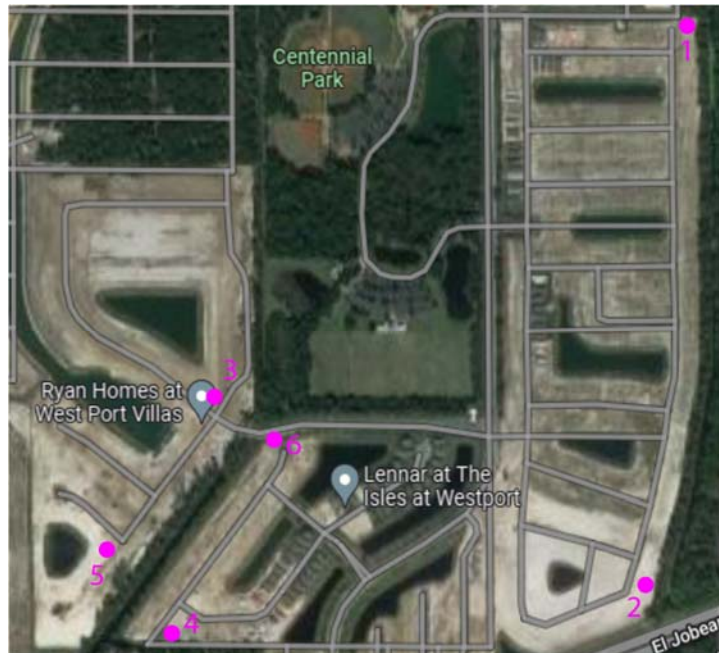
Proposals will be evaluated based on Contractor experience, personnel, small and minority business/women's business status, pricing, and contractor availability. The District's Manager (or Board of Supervisors) shall select a proposer that is in the best interests of the District. The District reserves the right to reject any and all proposals, make modifications to the work, award the contract in whole or in part with or without cause, and waive minor or technical irregularities in any proposal, as it deems appropriate, if it determines in its sole discretion that it is in the District's best interests to do so.

No contract will be awarded on a cost-plus-percentage-of-cost basis.

## Scope of Services

The District has stockpiled vegetative debris resulting from Hurricane Ian in several locations throughout the development. A map of the District with these locations identified is provided below. The District estimates a cumulative total of between 1,500-2,500 cubic yards of vegetative debris. The Contractor shall remove debris from these locations using mechanized equipment and load and transport directly to a Florida DEP approved and permitted facility.

1. 27.013156, -82.172875
2. 27.004270, -82.173632
3. 27.007571, -82.181768
4. 27.003595, -82.181913
5. 27.004687, -82.183529
6. 27.006566, -82.180365



The Contractor will be required to provide applicable permits for disposal facilities prior to use and the facility tipping rate must be agreed to by the District. Contractor will be monitored by the District's monitoring firm to ensure all debris is removed from eligible locations and documented in a manner consistent with FEMA policy. The Contractor

is responsible for providing access to a platform, scissor lift, or other raised vantage point to allow the monitoring firm to make load calls at either the loading location or disposal facility. Equipment will be certified by the monitoring firm prior to use on the project and load tickets will be issued for each load of debris hauled and disposed of. Contractor invoices will be reconciled against the monitored data set to ensure accuracy and verify invoiced amounts.

All services must be performed in accordance with all applicable local, State, and Federal laws, regulations, executive orders, and all FEMA requirements, and any final contract shall include applicable, FEMA-required contract provisions.

### DEBRIS REMOVAL SERVICES - PRICING

Service	Unit	Quantity	Unit Price
Loading and Hauling Vegetative Debris directly to a Final Disposal Site (all related costs included such as equipment, personnel, etc.)	Cubic Yard	2,500	\$
Tipping/Disposal Fee (Priority disposal unit. Use CY if disposal site does not have approved scales).	TON	500	Passed Through
Tipping/Disposal Fee	Cubic Yard	2,500	Passed Through

Proposed Budget Ceiling (Contractor should include anticipated tipping fee cost) \$\_\_\_\_\_

# **WEST PORT**

**COMMUNITY DEVELOPMENT DISTRICT**

# **6B**

**AGREEMENT FOR  
DEBRIS REMOVAL SERVICES**

**THIS AGREEMENT (“Agreement”)** is made, and entered into, by and between:

**WEST PORT COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, located in Charlotte County, Florida, with a mailing address of c/o 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (“**District**”), and

**CUSTOM TREE CARE, INC. D/B/A CTC DISASTER RESPONSE, INC.**, a foreign corporation, with an address of 6021 SW 29<sup>th</sup> Street, PMB#130, Topeka, Kansas 66614 (“**Contractor**”).

**RECITALS**

**WHEREAS**, the District is a local unit of special-purpose government established pursuant to and governed by Chapter 190 of the *Florida Statutes*; and

**WHEREAS**, the District owns, operates and maintains landscaping and common areas (together, “**Facilities**”), which were recently impacted by Hurricane Ian; and

**WHEREAS**, the District desires to enter into an agreement with an independent contractor to provide debris removal services for the Facilities and in a manner that would allow for recovery from the Federal Emergency Management Agency, as outlined in **Exhibit A (“Services”)**; and

**WHEREAS**, Contractor represents and warrants that it is qualified to provide such Services and desires to enter into an agreement with the District to provide the Services in accordance with the terms and specifications in this Agreement and **Exhibit A**.

**NOW, THEREFORE**, based upon good and valuable consideration and the mutual covenants of the parties, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**1. RECITALS.** The recitals stated above are true and correct and by this reference are incorporated herein as a material part of this Agreement.

**2. SERVICES.** The Contractor agrees to provide the Services outlined in **Exhibit A**. Contractor hereby covenants to the District that it shall perform the services: (i) using its best skill and judgment and in accordance with generally accepted professional standards and (ii) in compliance with all applicable federal, state, county, municipal, building and zoning, land use, environmental, public safety, non-discrimination and disability accessibility laws, codes, ordinances, rules and regulations, permits and approvals (including any permits and approvals relating to water rights), including, without limitation, all professional registration (both corporate and individual) for all required basic disciplines that it shall perform as well as all of the requirements set forth in **Exhibit C** (together, “**Laws and Approvals**”). While providing the Services, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Services. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. This Agreement grants to Contractor the

right to enter the District property that is the subject of this Agreement, and for those purposes described in this Agreement.

*Additional Work.* The Contractor agrees that the District shall not be liable for the payment of any additional work and/or services unless the District first authorizes the Contractor to perform such additional work and/or services through an authorized and fully executed change order. Nothing herein shall be construed to require the District to use the Contractor for any such additional work and/or services, and the District reserves the right to retain a different contractor to perform any additional work and/or services.

**3. TERM.** Contractor shall provide the Services beginning upon the full execution of this Agreement and through completion of the Services, unless terminated earlier pursuant to the terms of this Agreement.

**4. COMPENSATION; PAYMENT.** As compensation for the Services described in this Agreement, the District agrees to pay the Contractor the amounts set forth in **Exhibit A**. The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. Each monthly invoice shall contain, at a minimum, the District's name, the Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on the invoice with a description of each sufficient for the District to approve each cost, the time frame within which the services were provided, and the address or bank information to which payment is to be remitted. Consistent with Florida's Prompt Payment Act, Section 218.70 et al. of the Florida Statutes, these monthly invoices are due and payable within forty-five (45) days of receipt by the District.

**5. CARE OF DISTRICT PROPERTY.** Contractor shall use all due care to protect the property of the District, its patrons, landowners and authorized guests from damage by Contractor or its employees or agents. Contractor agrees to repair any damage resulting from the Services within twenty-four (24) hours. Any such repairs shall be at Contractor's sole expense, unless otherwise agreed, in writing, by the District.

**6. COMPLIANCE WITH LAW.** In providing the Services, Contractor shall comply with all applicable laws, rules, and regulations, including but not limited to all orders or requirements affecting the District property placed thereon by any governmental authority having jurisdiction.

**7. ACCIDENTS/CLAIMS.** Contractor shall promptly and in no event within more than seventy-two (72) hours provide a written report as to all accidents, injuries or claims for damage relating to the Amenity Facilities or related to the Services, including any damage or destruction of property, and shall cooperate and make any and all reports required by any insurance company, law enforcement agency or the District in connection therewith, unless the District's Board of Supervisors ("**Board**") expressly directs Contractor otherwise, in writing.

**8. INDEPENDENT CONTRACTOR.** In all matters relating to this Agreement, Contractor shall be acting as an independent contractor. Neither Contractor nor employees of Contractor are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or otherwise. Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of Contractor, if any, in the performance of this Agreement. Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf

of the District and Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

**9. TERMINATION.** The District shall have the right to terminate this Agreement immediately upon written notice for cause, or upon seven (7) days' written notice without cause. Contractor shall have the right to terminate this Agreement upon sixty (60) days' written notice to the District. In the event either party terminates this Agreement, Contractor's sole remedy shall be to recover the balance of money due and owing to it at the effective date of termination for the work actually performed up to that date, subject to any off-sets the District might have against Contractor.

**10. INSURANCE.** Contractor shall maintain throughout the term of this Agreement the insurance listed in **Exhibit B**. The District, its staff, consultants and supervisors shall be named as additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.

**11. INDEMNIFICATION.** Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentages of fault attributable to Contractor for claims against the District, regardless of whether the District is adjudged to be more or less than 50% at fault. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, *Florida Statutes*, or other statute. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, fines, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest accrued against the District, all as actually incurred. The indemnification rights herein contained shall be cumulative of, and in addition to, any and all rights, remedies and recourse to which the District shall be entitled, whether pursuant to some other provision of this Agreement, at law, or in equity. The provisions of this Section shall survive the termination or expiration of this Agreement.

**12. DEFAULT; THIRD-PARTY INTERFERENCE.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third-party. Nothing contained herein shall limit or impair the District's right to protect its rights from interference by a third-party to this Agreement.

**13. ATTORNEY'S FEES.** In the event that either the District or Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

**14. ENTIRE AGREEMENT.** This instrument shall constitute the final and complete expression of the agreement between the parties hereto relating to the subject matter of this Agreement.

**15. AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both parties hereto.

**16. NOTICES.** All notices, requests, consents, and other communications under this Agreement ("**Notices**") shall be in writing and shall be delivered, mailed by Overnight Delivery or First Class Mail, postage prepaid, to the parties, at the addresses first listed above. Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for Contractor may deliver Notice on behalf of the District and Contractor. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days' written notice to the parties and addressees set forth herein.

**17. THIRD-PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the District and Contractor and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third-party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and Contractor any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and Contractor and their respective representatives, successors, and assigns.

**18. ASSIGNMENT.** Neither the District nor Contractor may assign this Agreement or any monies to become due hereunder without the prior written approval of the other. Any purported assignment without such written approval shall be void.

**19. CONTROLLING LAW; VENUE.** This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. The parties agree that venue for any action arising hereunder shall be in a court of appropriate jurisdiction in the County in which the District is located.

**20. PUBLIC RECORDS.** Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is the District's Manager ("**Public Records Custodian**").



Among other requirements and to the extent applicable by law, Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Contractor, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, C/O WRATHELL, HUNT & ASSOCIATES, LLC, 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431; 561-571-0010 (PHONE); [suitk@whhassociates.com](mailto:suitk@whhassociates.com) (EMAIL).**

**21. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement or any part of this Agreement not held to be invalid or unenforceable.

**22. HEADINGS.** The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

**23. NEGOTIATIONS AT ARM'S LENGTH.** This Agreement has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement and received, or had the opportunity to receive, the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against any party.

**24. LIMITATIONS ON LIABILITY.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in section 768.28, *Florida Statutes*, or other statute or law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

**25. SCRUTINIZED COMPANIES.** Contractor certifies that it is not in violation of section 287.135, *Florida Statutes*, and is not prohibited from doing business with the District under Florida law, including but not limited to Scrutinized Companies with Activities in Sudan List or Scrutinized Companies

with Activities in the Iran Petroleum Energy Sector List. If Contractor is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate this Agreement.

**26. E-VERIFY.** Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees and shall comply with all requirements of Section 448.095, *Florida Statutes*, as to the use of subcontractors. The District may terminate the Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

**27. CONFLICTS.** In the event that there are any conflicts between the terms of this Agreement and its exhibits, the terms of this Agreement shall control.

**28. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of both parties hereto, both parties have complied with all the requirements of law, and both parties have full power and authority to comply with the terms and provisions of this Agreement.

**29. E-SIGNATURE; COUNTERPARTS.** This Agreement may be executed by electronic signature, and in any number of counterparts; however, all such counterparts together shall constitute but one and the same instrument.

**[CONTINUED ON NEXT PAGE]**

**IN WITNESS WHEREOF**, the parties execute the foregoing Agreement.

**WEST PORT COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
By: \_\_\_\_\_

Its: \_\_\_\_\_

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

**CUSTOM TREE CARE, INC.  
d/b/a CTC DISASTER RESPONSE, INC.**

\_\_\_\_\_  
By: \_\_\_\_\_

Its: \_\_\_\_\_

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

- Exhibit A:** Proposal
- Exhibit B:** Insurance Certificate with Endorsements
- Exhibit C:** FEMA Supplementary Conditions

## EXHIBIT A

### WORK PLAN

Through our years of experience in responding to disaster debris-generating events across the nation, we at CTC have developed and refined a strategy to include both pre-event planning and post-event operations. This strategy is founded on the concept that we, both the agency's staff and the CTC staff, can best do the majority of our critical thinking on the "blue sky day" when time is available to carefully and thoroughly research alternatives to various scenarios. In essence, we can develop a "Project Checklist" to guide us through those first days following the "black sky day."

At CTC our Standard Operating Procedure for Debris Mission Assignments includes the following elements:

#### **Post-Event Operations: Debris Removal, Reduction and Disposal**

- During the initial stages of debris removal operations, your staff and CTC will determine what zones and sectors are to be cleared in a prioritized order. This establishment of priorities is important in that it allows you, the Monitors, and our crews and equipment to arrive on-scene in a scheduled manner. This is the "ramp up" stage of operations.
- While crews, equipment and Monitors are being assigned to debris removal work areas, the CTC Project Team members will continue to work with Your staff to inspect the damages areas for hazardous waste materials; critical drainage ways and navigable waterways that require immediate attention to mitigate further damages; the presence of abandoned automobiles and watercraft that may impede debris operations; In some instances, the of beach sand that has been washed onto private property and roads; and any other elements of destruction that will/may impact or disrupt debris removal operations.
- The CTC Project Team and your staff will also be reviewing the need for identification card badges for each crew member that will be working.
- The CTC Project Team will also be working closely with the local area landfills to construct additional entrances at the landfills to support the extremely high volume of traffic above that normally experienced. Without these additional infrastructure elements, long wait times will be encountered and severely disrupt the timeliness of debris removal operations.
- If a part of the contract language, **vehicles** and **vessels** that are abandoned or displaced will each be recovered, moved to a staging/salvage yard, the owner identified and notification made, inspected by their respective owners' insurance agent prior to final disposal methods being determined.
- **White goods** will be segregated from other debris and taken to a staging area at the TDS, where they will be first inspected for the presence of Freon or other coolants, gases, and oils and putrefied foods. These potentially hazardous materials will be recovered by an appropriately licensed subcontractor prior to disposal at a recycling facility.
- **Household hazardous wastes (HHW)** will be segregated at the pick-up point prior to removal by a separate crew. This waste will then be disposed of at an appropriately licensed landfill. A separate, bermed, lined and covered temporary staging area will be constructed at each TDSRS for segregation of HHW that is inadvertently delivered. Removal and disposal will be on an as-needed basis.
- **Construction and Demolition (C&D) debris** will be segregated as much as practicable at the pick-up point, prior to loading for hauling to the appropriately licensed landfill for final disposal.
- **Hazardous limbs, hazardous trees and hazardous stumps** require proper identification and documentation. This information and documentation is required by FEMA for maximum reimbursement of eligible costs and will be accomplished by the Monitor. Once this data is gathered, and hazardous limbs, trees and stumps are authorized for removal, CTC crews will cut, remove, and load for hauling to the TDSRS for volume reduction.
- **Vegetative debris** will be loaded from the public rights-of-way, hauled to the TDS where volume reduction will be accomplished by mulching/grinding and/or burning/incineration. By-products from the reduction process may be used by the Your, gated communities, golf courses, or general recreation areas for landscape purposes, sold to an area paper products company or general manufacturing plant for use as boiler or "hog" fuel, or as the last resort sent to a lawfully permitted local landfill for use as daily cover.
- **Documentation** of debris removal, reduction, recycling, and disposal operations will be primarily by load tickets and based on the cubic yard method of measurement. Daily, cumulative, and summary reports will be made to you. Additional reports detailing completion of passes; numbers of vehicles and/or vessels removed; numbers of white goods managed; and numbers of leaning trees removed, hanging hazardous limbs cut, hazardous stumps removed; and volume of household hazardous waste removed will be generated and provided as you request.

## DEBRIS REMOVAL SERVICES - PRICING

Service	Unit	Quantity	Unit Price
Loading and Hauling Vegetative Debris directly to a Final Disposal Site (all related costs included such as equipment, personnel, etc.)	Cubic Yard	2,500	\$ 16.98
Tipping/Disposal Fee (Priority disposal unit. Use CY if disposal site does not have approved scales).	TON	500	Passed Through
Tipping/Disposal Fee	Cubic Yard	2,500	Passed Through

Proposed Budget Ceiling (Contractor should include anticipated tipping fee cost) \$63,135.00.

CTC proposes an estimated of a not to exceed budget ceiling of \$63,135 based on the advertised estimates in the RFP.

**EXHIBIT B**

**EXHIBIT C**  
**SUPPLEMENTARY CONDITIONS RELATING TO FEDERAL STANDARDS**

The following supplementary conditions are required to ensure compliance with the standards of the Federal Emergency Management Agency (“FEMA”). Unless otherwise stated herein, the terms used in these Supplementary Conditions have the meanings stated in the Agreement to which these conditions are attached.

**1. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS.**

The Contractor acknowledges that FEMA financial assistance may be used to fund the contract. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**2. CHANGES.**

All changes, modifications, change orders, or constructive changes must be made in accordance with the terms of the Contract. To be eligible for FEMA assistance under a FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. Notwithstanding anything to the contrary, the District will review all proposed changes, modifications, change orders, or constructive changes to ensure they meet the aforementioned conditions, and reserves the right to reject any proposed change that fails to satisfy the aforementioned conditions. The Contractor agrees to provide written documentation in connection with any change prior to commencement of the work associated with the change, confirming that: (1) the change is within the scope of the District’s FEMA funding, (2) the change is reasonable under the circumstances, and (3) the Contractor will provide cost documentation of all requested changes, including any markup for overhead and profit as a separate element of the price.

**3. EQUAL EMPLOYMENT OPPORTUNITY**

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

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- c. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be

provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- d. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions 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. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

#### **4. NONDISCRIMINATION**

Contractors must comply with the following requirements:

- a. Contractor must not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, English proficiency, or disability;
- b. Contractor must not, on the grounds of race, color, creed, national origin, sex, age, English proficiency, or disability, exclude a person from participation in, deny him/her benefits, or subject him/her to discrimination; and
- c. Contractor must adhere to any Federal implementing regulations and other requirements that the Department of Homeland Security and FEMA have with respect to nondiscrimination.

#### **5. COMPLIANCE WITH THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**



- a. *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.
- b. *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (a) 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 (a) of this section, in the sum of \$26 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 (a) of this section.
- c. *Withholding for unpaid wages and liquidated damages.* The District 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 (b) of this section.
- d. *Subcontracts.* The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in 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 this section.

## **6. CLEAN AIR ACT**

- a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- b. The Contractor agrees to report each violation to the District and understands and agrees that the District will, in turn, report each violation as required to assure notification to any higher-tier recipient, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

## **7. FEDERAL WATER POLLUTION CONTROL ACT**

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

- b. The Contractor agrees to report each violation to the District and understands and agrees that the District will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency and the appropriate Environmental Protection Agency Regional Office.
- c. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

## **8. 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. By entering into this Contract, Contractor certifies that neither it, nor its principals, nor its affiliates are excluded or disqualified as defined above. Contractor additionally certifies that no event has occurred and, to the knowledge of Contractor, no condition exists that may reasonably be expected to result in the debarment or suspension of Contractor from any contracting with the Government, and Contractor nor any subsidiary of Contractor has been subject to any such debarment or suspension prior to the date of this Contract. No Government investigation or inquiry involving fraud, deception or willful misconduct has been commenced in connection with any Government Contract of Contractor or a Subsidiary or any activities of Contractor or any subsidiary.
- c. 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.

## **9. 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-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.

## **10. RECORDS RETENTION**

The provisions of 2 C.F.R. § 200.333 require that financial records, supporting documents, statistical records, and all other Contractor records pertinent to a Federal award (i.e. the Contract, the Project and the Work performed under the Contract) must be retained for a period of three (3) years from the date of submission of the final expenditure report. All documents of any kind provided to the District in connection with the Agreement may additionally be considered public records in accordance with Chapter 119, Florida Statutes, and other Florida law, as more fully described in the Contract. The Contractor agrees to comply with such laws and cooperate in retaining such records for

the applicable time periods. To the extent Florida law requires retention of documents for a period of time longer than three years, the documents shall be maintained for the longer period of time.

#### **11. ACCESS TO RECORDS**

The following access to records requirements apply to this contract:

- a. The Contractor agrees to provide the District, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- b. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- c. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

#### **12. 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 preapproval.

#### **13. NO OBLIGATION BY FEDERAL GOVERNMENT**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

#### **14. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

#### **15. MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS**

In procuring any necessary subcontracts, the Contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. As specified in 2 C.F.R. § 200.321(b), affirmative steps **must** include:

- a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and

- e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

# **WEST PORT**

**COMMUNITY DEVELOPMENT DISTRICT**

**7A**



900 CENTRAL PARK DR.  
SANFORD, FL 32771-6634

# INVOICE

006-22-327504-1

DUE UPON RECEIPT

DATE 12/12/2022

BALANCE \$1,590.00

AMOUNT ENCLOSED \$

STEPHANIE SPIDELL SCHACKMANN  
WEST PORT CDD  
2300 GLADES ROAD, SUITE 410W  
BOCA RATON FL 33431  
STEPHANIE SPIDELL SCHACKMANN

MAKE CHECKS PAYABLE TO:  
**ONSIGHT INDUSTRIES. LLC.**  
**900 CENTRAL PARK DR.**  
**SANFORD, FL 32771-6634**

Invoice Questions? Please call 407.830.8861 or email [accountsreceivable@onsightindustries.com](mailto:accountsreceivable@onsightindustries.com)

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT

INVOICE: 006-22-327504-1 12/12/2022

PROJECT DETAIL - PAGE 1



900 CENTRAL PARK DR., SANFORD, FL 32771-6634  
P: 407.830.8861 • F: 407.830.5569

LOCATION **WEST PORT**  
PROJECT NAME **STORM DAMAGE REVIEW/REPAIRS STREET SIGNS**  
CLIENT PO ORDERED BY **PAUL MARTIN**

CHARGES	PRICE EACH	QTY	TOTAL
1 <b>ADMIN, FINAL AGREEMENT PROVISION</b> INSTALLATION CHARGES BASED ON TIME SPENT ON LOCATION.	\$0.00	1	\$0.00
2 <b>LABOR / INSTALLATION, INSTALL, TAMPA, LOCAL 45+</b> INSTALLATION COMPLETE AS PER WORK ORDER	\$1,590.00	1	\$1,590.00

Thank you for your business!

Visit us online at [www.onsightindustries.com](http://www.onsightindustries.com)

**WARNING! FRAUDULENT EMAIL ACTIVITY** - PLEASE BE ADVISED THAT CRIMINALS ARE BECOMING INCREASINGLY ACTIVE AND SUCCESSFUL AT INTERCEPTING, ALTERING AND DIVERTING ONLINE COMMUNICATIONS. THESE DECEPTIONS ARE SOPHISTICATED AND VERY DIFFICULT TO DETECT. EMAIL MESSAGES ARE NOT A SECURE OR TRUSTED METHOD OF COMMUNICATION. ANY EMAIL CONTENT FROM ONSIGHT INDUSTRIES LLC THAT CONTAIN INSTRUCTIONS, REQUESTS OR ADVICE THAT COULD HAVE A FINANCIAL OR OTHERWISE CRITICAL IMPACT SHOULD BE INDEPENDENTLY VERIFIED. THIS CAN BE DONE BY CONTACTING AN AUTHORIZED REPRESENTATIVE OF THE COMPANY USING CORPORATE CONTACT INFORMATION FROM A TRUSTED PRIVATE OR PUBLIC SOURCE.



900 CENTRAL PARK DR., SANFORD, FL 32771-6634  
P: 407.830.8861 • F: 407.830.5569

LOCATION **WEST PORT**  
PROJECT NAME **STORM DAMAGE REVIEW/REPAIRS STREET SIGNS**  
CLIENT PO ORDERED BY **PAUL MARTIN**

## CHARGES

PRICE EACH

QTY

TOTAL

SUB-TOTAL: \$1,590.00

TAX: \$.00

**TOTAL: \$1,590.00****BALANCE DUE: \$1,590.00**

## WORK COMPLETED

- ✓ COMPLETED - PLEASE DRIVE THE COMMUNITY AND ASSESS ANY DAMAGE TO STREET SIGNS. STRAIGHTEN AS YOU GO.
- ✓ COMPLETED - IF THERE ARE ANY STOP SIGNS THAT ARE DAMAGED AND ON THE GROUND, CUT THE EXISTING POLE DOWN AND REINSTALL FOR A TEMP FIX. NOTE THESE ITEMS AND TAKE BEFORE AND AFTER PHOTOS OF EACH SIGN.
- ✓ COMPLETED - PLEASE ALSO CUT DOWN POLES AND INSTALL TEMPORARILY FOR ANY SPEED LIMIT AND PED CROSSING SIGNS IF SALVAGEABLE.
- ✓ COMPLETED - IF THERE ARE SIGNS THAT ARE COMPLETELY DESTROYED OR NOT TEMPORARILY INSTALL ABLE, PLEASE TAKE PHOTOS AND NOT LOCATIONS AND TYPES OF SIGNS NEEDED.

## Thank you for your business!

Visit us online at [www.onsightindustries.com](http://www.onsightindustries.com)

**WARNING! FRAUDULENT EMAIL ACTIVITY** - PLEASE BE ADVISED THAT CRIMINALS ARE BECOMING INCREASINGLY ACTIVE AND SUCCESSFUL AT INTERCEPTING, ALTERING AND DIVERTING ONLINE COMMUNICATIONS. THESE DECEPTIONS ARE SOPHISTICATED AND VERY DIFFICULT TO DETECT. EMAIL MESSAGES ARE NOT A SECURE OR TRUSTED METHOD OF COMMUNICATION. ANY EMAIL CONTENT FROM ONSIGHT INDUSTRIES LLC THAT CONTAIN INSTRUCTIONS, REQUESTS OR ADVICE THAT COULD HAVE A FINANCIAL OR OTHERWISE CRITICAL IMPACT SHOULD BE INDEPENDENTLY VERIFIED. THIS CAN BE DONE BY CONTACTING AN AUTHORIZED REPRESENTATIVE OF THE COMPANY USING CORPORATE CONTACT INFORMATION FROM A TRUSTED PRIVATE OR PUBLIC SOURCE.

# **WEST PORT**

**COMMUNITY DEVELOPMENT DISTRICT**

# **7B**



Vision Landscapes  
 8789 Commerce Drive  
 Bonita Springs, FL 34135  
 Phone: 888.502.2113

# Invoice

Invoice #	28306
Date	12/30/2022
Due Date	1/29/2023
P.O. No.	6709
Project	

<b>Bill To</b>
West Port Community Development District 2100 S. Hiawassee Road Orlando, FL 32835

Description	Qty	Rate	Amount
Cleanup of the landscape from damages caused by Hurricane Ian.   11/18/22 Employee: Abel Luis 06:30 AM - 05:00 PM (10 hrs) Employee: Noe Luis 06:30 AM - 05:00 PM (10 hrs) Employee: Maymor Luis 06:30 AM - 05:00 PM (10 hrs) Employee: Elder Matio 06:30 AM - 05:00 PM (10 hrs) Employee: Wilmer Luis 06:30 AM - 05:00 PM (10 hrs) Employee: Dario Cinto 06:30 AM - 05:00 PM (10 hrs) Employee: Agapito Mateo 06:30 AM - 05:00 PM (10 hrs)   1   Anchoring, supporting, and protecting smaller trees with log poles.   Buttonwoods   200   Lodge Poles, Strapping, and Staking Kit   1   Disposal of debris   14 yards of debris - 1 Truckload Subtotal - 11/18/22 - \$4675.00	1	4,675.00	4,675.00
Cleanup of the landscape from damages caused by Hurricane Ian.   11/23/22 Employee: Abel Luis 06:30 AM - 05:00 PM (10 hrs) Employee: Elder Matio 06:30 AM - 05:00 PM (10 hrs) Employee: Maymor Luis 06:30 AM - 05:00 PM (10 hrs) Employee: Wilmer Luis 06:30 AM - 05:00 PM (10 hrs) Employee: Noe Luis 06:30 AM - 05:00 PM (10 hrs)   1   Anchoring, supporting, and protecting smaller trees with log poles.   Trees Located at the back of The Palms.   100   Lodge Poles, Strapping, and Staking Kit Subtotal - 11/23/22 - \$2850.00	1	2,850.00	2,850.00
Thank you for your business from the Team at Vision Landscapes!	<b>Total</b>		\$7,525.00
Bookkeeper@VisionLandscapeServices.com <a href="http://www.VisionLandscapeServices.com">http://www.VisionLandscapeServices.com</a>	<b>Payments/Credits</b>		\$0.00
	<b>Balance Due</b>		\$7,525.00

# **WEST PORT**

**COMMUNITY DEVELOPMENT DISTRICT**

# **7C**

Vision Landscapes  
 8789 Commerce Drive  
 Bonita Springs, FL 34135  
 Phone: 888.502.2113

# Invoice

Invoice #	28307
Date	12/30/2022
Due Date	1/29/2023
P.O. No.	6709
Project	

<b>Bill To</b>
West Port Community Development District 2100 S. Hiawassee Road Orlando, FL 32835

Description	Qty	Rate	Amount
Cleanup of the landscape from damages caused by Hurricane Ian.   11/15/22 Employee: Carlos Benitez 06:00 AM - 05:15 PM (10.75 hrs) Employee: Jose Serrano 06:00 AM - 05:15 PM (10.75 hrs) Employee: Erik Perez 06:00 AM - 05:15 PM (10.75 hrs) Employee: Francisco Juan 06:00 AM - 05:15 PM (10.75 hrs) Employee: Alberto Lopez 06:00 AM - 05:15 PM (10.75 hrs)   1   Pruning broken branches to remove safety hazards from the landscape.   Natural preserve area cleanup - South Side of the Hammocks   10   Equipment: Vermeer Chipper   Hrs Subtotal - 11/15/22 - \$3746.75	1	3,746.75	3,746.75
Cleanup of the landscape from damages caused by Hurricane Ian.   11/16/22 Employee: Carlos Benitez 06:00 AM - 05:15 PM (10.75 hrs) Employee: Jose Serrano 06:00 AM - 05:15 PM (10.75 hrs) Employee: Erik Perez 06:00 AM - 05:15 PM (10.75 hrs) Employee: Francisco Juan 06:00 AM - 05:15 PM (10.75 hrs)   1   Pruning broken branches to remove safety hazards from the landscape.   Natural preserve area cleanup - South Side of the Hammocks   10   Equipment: Vermeer Chipper   Hrs Subtotal - 11/16/22 - \$3316.75	1	3,316.75	3,316.75
Cleanup of the landscape from damages caused by Hurricane Ian.   11/17/22 Employee: Carlos Benitez 06:00 AM - 05:30 PM (11 hrs) Employee: Jose Serrano 06:00 AM - 05:30 PM (11 hrs) Employee: Erik Perez 06:00 AM - 05:30 PM (11 hrs) Employee: Francisco Juan 06:00 AM - 05:30 PM (11 hrs)   1   Pruning broken branches to remove safety hazards from the landscape.   Natural preserve area cleanup - North Side of The Hammocks   10   Equipment: Vermeer Chipper   Hrs Subtotal - 11/17/22 - \$3359.00	1	3,359.00	3,359.00

Thank you for your business from the Team at Vision Landscapes!	<b>Total</b>
<a href="mailto:Bookkeeper@VisionLandscapeServices.com">Bookkeeper@VisionLandscapeServices.com</a> <a href="http://www.VisionLandscapeServices.com">http://www.VisionLandscapeServices.com</a>	<b>Payments/Credits</b>
	<b>Balance Due</b>

Vision Landscapes  
 8789 Commerce Drive  
 Bonita Springs, FL 34135  
 Phone: 888.502.2113

# Invoice

Invoice #	28307
Date	12/30/2022
Due Date	1/29/2023
P.O. No.	6709
Project	

<b>Bill To</b>
West Port Community Development District 2100 S. Hiawassee Road Orlando, FL 32835

Description	Qty	Rate	Amount
Cleanup of the landscape from damages caused by Hurricane Ian.   11/21/22 Employee: Carlos Benitez 06:00 AM - 05:15 PM (10.75 hrs) Employee: Jose Serrano 06:00 AM - 05:15 PM (10.75 hrs) Employee: Francisco Juan 06:00 AM - 05:15 PM (10.75 hrs) Employee: Fidelino Escalante 06:00 AM - 05:15 PM (10.75 hrs) Employee: Mainor Garcia 06:00 AM - 05:15 PM (10.75 hrs) Employee: Erik Perez 06:00 AM - 05:15 PM (10.75 hrs)   1   Pruning broken branches to remove safety hazards from the landscape.   Natural preserve area cleanup - north side of The Hammocks   10   Equipment: Vermeer Chipper   Hrs Subtotal - 11/21/22 - \$4176.75	1	4,176.75	4,176.75

Thank you for your business from the Team at Vision Landscapes!	<b>Total</b>	\$14,599.25
<a href="mailto:Bookkeeper@VisionLandscapeServices.com">Bookkeeper@VisionLandscapeServices.com</a> <a href="http://www.VisionLandscapeServices.com">http://www.VisionLandscapeServices.com</a>	<b>Payments/Credits</b>	\$0.00
	<b>Balance Due</b>	\$14,599.25

# **WEST PORT**

**COMMUNITY DEVELOPMENT DISTRICT**

**8A**

This instrument was prepared by and upon recording should be returned to:

KUTAK ROCK LLP  
107 West College Ave.  
Tallahassee, Florida 32301

(This space reserved for Clerk)

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### **QUIT CLAIM DEED**

**THIS QUIT CLAIM DEED** is made as of the \_\_\_\_ day of \_\_\_\_\_, 2023, by **WEST PORT COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, whose address is c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("**Grantor**"), in favor of **COVE AT WEST PORT COMMUNITY ASSOCIATION, INC.**, a Florida not-for-profit corporation, whose address for purposes hereof is 2970 University Parkway, Suite 101, Sarasota, Florida 34243 ("**Grantee**").

### **QUIT-CLAIM GRANT OF TITLE**

That Grantor, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby remise, release and quit-claim unto the Grantee forever, all the right, title, interest, claim and demand which the Grantor has in and to the following described parcel of land, situate, lying and being in Charlotte County, Florida, and more particularly below ("**Property**"):

**Tracts R-1, R-2, R-3, R-4, and R-5 (Right of Way), as identified in the plat known as *Cove at West Port Phase IV*, and recorded in Plat Book 25, Page 19A through 19F, of the Public Records of Charlotte County, Florida.**

**TOGETHER** with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

**TO HAVE AND TO HOLD** the same in fee simple forever, subject to taxes for the year hereof and subsequent years, as applicable, and all easements, restrictions, reservations, conditions, covenants, limitations and agreements of record. This reference to such matters of record shall not operate to re-impose the same.

### **RESERVATION OF EASEMENT**

GRANTOR hereby reserves unto itself and its successors and assigns, and Grantee by acceptance hereby gives and grants unto Grantor and its successors and assigns, non-exclusive easements for ingress and egress over, upon and across the Property, together with the rights to

install, maintain, repair, plant, mow, cultivate, irrigate, improve and care for all drainage, hardscaping, landscaping, irrigation, wetland and related improvements, and the right to maintain, repair and replace and improve any improvements now or hereafter located on the Property; provided, however, that Grantor's reservation of rights hereunder shall not be deemed to impose any obligations on Grantor to maintain, repair or replace any part of the Property or improvements located thereon.

[CONTINUED ON FOLLOWING PAGE]

**IN WITNESS WHEREOF**, Grantor has caused these presents to be executed in manner and form sufficient to bind it as of the day and year first above written.

**WITNESSES**

**WEST PORT COMMUNITY DEVELOPMENT DISTRICT**

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

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

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

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_, as \_\_\_\_\_ of **WEST PORT COMMUNITY DEVELOPMENT DISTRICT**, who appeared before me this day in person, and who is either personally known to me, or produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF \_\_\_\_\_

(NOTARY SEAL)

Name: \_\_\_\_\_  
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

Note to Examiner: This instrument evidences a conveyance of an interest in unencumbered real estate as a gift and is exempt from Florida documentary stamp tax pursuant to Rule 12B-4.014(2){a}, Florida Administrative Code.



# **WEST PORT**

**COMMUNITY DEVELOPMENT DISTRICT**

**8B**

This instrument was prepared by:

KUTAK ROCK LLP  
107 West College Ave.  
Tallahassee, Florida 32301

---

**ASSIGNMENT OF PLAT DEDICATION**

**THIS ASSIGNMENT OF PLAT DEDICATION** is made as of this \_\_\_\_ day of \_\_\_\_\_, 2023, by **WEST PORT COMMUNITY DEVELOPMENT DISTRICT**, a unit of special-purpose local government established pursuant to Chapter 190, *Florida Statutes*, whose address is c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("**Assignor**"), in favor of **COVE AT WEST PORT COMMUNITY ASSOCIATION, INC.**, a Florida not-for-profit corporation, whose address is 2970 University Parkway, Suite 101, Sarasota, Florida 34243 ("**Assignee**").

(Wherever used herein, the terms "Assignor" and "Assignee" include all of the parties to this instrument, the heirs, legal representatives and assigns of individuals, and the successors and assigns of trustees, partnerships, limited liability companies, governmental entities, and corporations.)

**WITNESSTH:**

That Assignor, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, transfer, and assign to Assignee the original dedication of rights to Assignor and with respect to:

**Tracts R-1, R-2, R-3, R-4, and R-5 (Right of Way), as identified in the plat known as *Cove at West Port Phase IV*, and recorded in Plat Book 25, Page 19A through 19F, of the Public Records of Charlotte County, Florida.**

This Assignment shall be for the use and benefit of Assignee and Assignee's successors and assigns forever.

This Assignment shall be binding on Assignor, its successors and assigns, and shall inure to the benefit of Assignee, its successors and assigns.

[SIGNATURES ON FOLLOWING PAGE]

**IN WITNESS WHEREOF**, Assignor has caused these presents to be executed in manner and form sufficient to bind it as of the day and year first above written.

**WITNESSES**

**WEST PORT COMMUNITY DEVELOPMENT DISTRICT**

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

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

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

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_, as \_\_\_\_\_ of **WEST PORT COMMUNITY DEVELOPMENT DISTRICT**, who appeared before me this day in person, and who is either personally known to me, or produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF \_\_\_\_\_

(NOTARY SEAL)

Name: \_\_\_\_\_  
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

This Assignment of Plat Dedication is accepted by:

**WITNESS**

**COVE AT WEST PORT COMMUNITY  
ASSOCIATION, INC.**

By: \_\_\_\_\_

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

By: \_\_\_\_\_

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

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

By: \_\_\_\_\_

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

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_, as \_\_\_\_\_ of **COVE AT WEST PORT COMMUNITY ASSOCIATION, INC.**, who appeared before me this day in person, and who is either personally known to me, or produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF \_\_\_\_\_

(NOTARY SEAL)

Name: \_\_\_\_\_  
(Name of Notary Public, Printed, Stamped or Typed as  
Commissioned)

# **WEST PORT**

**COMMUNITY DEVELOPMENT DISTRICT**

**9**

This instrument was prepared by:

KUTAK ROCK LLP  
107 West College Ave.  
Tallahassee, Florida 32301

---

## EASEMENT AGREEMENT

**THIS EASEMENT AGREEMENT** (“Easement Agreement”) is made as of the \_\_\_ day of \_\_\_\_\_, 2023, by and among **WEST PORT COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, whose address is c/o Wathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (“**District**” or “**Grantor**”), and is in favor of **LENNAR HOMES, LLC**, a Florida limited liability company, whose address for purposes hereof is 700 N.W. 107<sup>th</sup> Avenue, Suite 400, Miami, Florida 33172 (“**Developer**” or “**Grantee**”).

(Wherever used herein, the terms “Grantor” and “Grantee” include all of the parties to this instrument, the heirs, legal representatives and assigns of individuals, and the successors and assigns of trustees, partnerships, limited liability companies, governmental entities, and corporations.)

### WITNESSETH:

**WHEREAS**, District is the owner in fee simple of certain real property located in Charlotte County, Florida, more particularly described as Tracts A, B, C, D, E, F and G, as depicted on the plat entitled *Landings at West Port Phase 2*, and recorded in Plat Book 25, Page 15A and 15B, of the Public Records of Charlotte County, Florida (“**Easement Area**”); and

**WHEREAS**, for the benefit of Grantee and its landowners and residents, Grantee desires to access and maintain landscaping and irrigation improvements located within the Easement Area (“**Improvements**”), located within certain easement areas identified herein; and

**WHEREAS**, Grantor agrees to grant to Grantee a non-exclusive through the Easement Area to Grantee for the purposes of maintaining and repairing the Improvements located thereupon; and

**WHEREAS**, Grantor acknowledges and agrees that Grantee’s access and maintenance of the Improvements pursuant to this Easement Agreement shall not be interpreted as acceptance of such Improvements by Grantee.

**NOW THEREFORE**, Grantor, for good and valuable consideration to it in hand paid by Grantee, the receipt and sufficiency whereof are hereby acknowledged, hereby grants, bargains and conveys to Grantee forever, the following non-exclusive, perpetual easement rights as more particularly described below:

**1. Recitals.** The foregoing recitals are true and correct and by this reference are incorporated as a material part of this Easement Agreement.

2. **Grant of Non-Exclusive Easement.** Grantor hereby grants to Grantee, and its respective employees, agents, assignees, contractors (or their subcontractors, employees or materialmen), or representatives, a non-exclusive access and maintenance easement over, upon, under, through, and across the Easement Area for ingress, egress, and access for the purpose of maintaining and repairing the Improvements located thereupon. Grantee shall use all due care to protect the Easement Area and adjoining property from damage resulting from Grantee's use of same.

3. **Inconsistent Use.** Grantor agrees and covenants that it shall not exercise any rights in the Easement Area inconsistent with, or which unreasonably interfere with, the rights herein afforded to Grantee.

4. **Beneficiaries of Easement Rights.** This Easement Agreement shall be for the non-exclusive benefit and use of Grantee and its permitted employees, agents, assignees, contractors (and their subcontractors, employees and materialmen), or representatives for the purposes contemplated herein, and no third party shall have any rights under this Easement Agreement.

5. **Binding Effect.** This Easement Agreement and all of the provisions, representations, covenants, and conditions contained herein shall be binding upon and inure to the benefit of the parties hereto and shall run with the land, and be binding upon, and for the benefit of, successors and assigns in interest to the Easement Area.

6. **Default.** A default by any party under this Easement Agreement shall entitle the other party to all remedies available at law or in equity, which may include but not be limited to the right of actual damages, injunctive relief and/or specific performance.

7. **Enforcement of Agreement.** In the event that either Grantee or Grantor seeks to enforce this Easement Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees, and expert witness fees and costs for trial, alternative dispute resolution or appellate proceedings.

8. **Notices.** Any notice, demand, consent, authorization, request, approval, or other communication that any party is required, or may desire, to give to or make upon the other party pursuant to this Easement Agreement shall be effective and valid only if in writing and delivered personally to the other parties or sent by express 24-hour guaranteed courier or delivery service or by certified mail of the United States Postal Service, postage prepaid and return receipt requested, addressed to the other party as follows at the addresses first set forth above (or to such other place as any party may by notice to the others specify). Notice shall be deemed given when received, except that if delivery is not accepted, notice shall be deemed given on the date of such non-acceptance. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving notice would otherwise expire on a non-business day, the notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the Grantor and counsel(s) for Grantee may deliver Notice on behalf of the Grantor and Grantee, respectively.

9. **Assignment.** Neither party may assign, transfer or license all or any portion of its real property rights under this Easement Agreement without the prior written consent of the other party. Any assignments attempted to be made by any party without the prior written approval of the other party are

void. Notwithstanding the foregoing, nothing herein shall prevent Grantee from assigning its maintenance obligations for the Improvements to a third party without the consent of the Grantor.

**10. Controlling Law; Venue.** This Easement Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. The parties consent to and agree that the exclusive venue for any dispute arising hereunder shall be in Charlotte County, Florida.

**11. Public Records.** Grantor understands and agrees that all documents of any kind provided to Grantee or to District staff in connection with this Easement Agreement are public records and are to be treated as such in accordance with Florida law.

**12. Severability.** The invalidity or unenforceability of any one or more provisions of this Easement Agreement shall not affect the validity or enforceability of the remaining portions of this Easement Agreement, or any part of this Easement Agreement not held to be invalid or unenforceable.

**13. Binding Effect.** This Easement Agreement and all of the provisions thereof shall inure to the benefit of and be binding upon the parties set forth herein and their respective successors and permitted assigns, and the agents, employees, invitees, tenants, subtenants, licensees, lessees, mortgagees in possession and independent contractors thereof, as a covenant running with and binding upon the Easement Areas.

**14. Authorization.** By execution below, the undersigned represent that they have been duly authorized by the appropriate body or official of their respective entity to execute this Easement Agreement, and that each party has complied with all the requirements of law and has full power and authority to comply with the terms and provisions of this instrument.

**15. Amendments.** Amendments to and waivers of the provisions contained in this Easement Agreement may be made only by an instrument in writing which is executed by both parties hereto.

**16. Entire Agreement.** This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Easement Agreement.

**17. Counterparts.** This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

**[SIGNATURES ON NEXT PAGE]**



**IN WITNESS WHEREOF**, Grantor and Grantee have caused these presents to be executed on the day and year first above written.

**WITNESSES**

**WEST PORT COMMUNITY DEVELOPMENT DISTRICT**

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

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

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

**STATE OF** \_\_\_\_\_  
**COUNTY OF** \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_ as \_\_\_\_\_ of the West Port Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, on behalf of said entity, who appeared before me this day in person, and who is either personally known to me, or produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF \_\_\_\_\_

(NOTARY SEAL)

Name: \_\_\_\_\_  
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

*[Signatures continue on following page]*

**WITNESSES**

**LENNAR HOMES, LLC**

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

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

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

**STATE OF** \_\_\_\_\_  
**COUNTY OF** \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_ as \_\_\_\_\_ of Lennar Homes, LLC, a Florida limited liability company, on behalf of said entity, who appeared before me this day in person, and who is either personally known to me, or produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF \_\_\_\_\_

(NOTARY SEAL)

Name: \_\_\_\_\_  
(Name of Notary Public, Printed, Stamped or  
Typed as Commissioned)

**Note to Examiner: This instrument evidences a conveyance of an interest in unencumbered real estate as a gift and is exempt from Florida documentary stamp tax pursuant to Rule 12B-4.014(2)(a), Florida Administrative Code.**

# **WEST PORT**

**COMMUNITY DEVELOPMENT DISTRICT**

**10**

West Port Community Development District  
c/o Craig Wrathell and  
Paul Martin  
Wrathell, Hunt & Associates, LLC  
2300 Glades Road Suite 410W  
Boca Raton, Florida 33431  
wrathellc@whhassociates.com  
pmartin@kolter.com

RE: District Counsel Matter

Dear Sirs or Madams,

Effective February 6, 2023, Jere Earlywine will resign from KE LAW GROUP PLLC to join the law firm of KUTAK ROCK LLP.

Mr. Earlywine was providing services to you on the above-referenced matter. Therefore, this letter is to inform you that you have the option to choose to have Mr. Earlywine continue to represent you in this matter at his new law firm, or you may have KE LAW GROUP PLLC continue to represent you, in which case representation will be handled by Meredith Hammock and Lauren Gentry in KE LAW GROUP PLLC's Tampa Office. Alternatively, you can choose to retain an entirely new lawyer.

If you wish to have Jere Earlywine or a new lawyer continue to represent you, please be aware that you remain liable for fees and costs for services already provided by members of KE LAW GROUP PLLC through the date of this letter. Further, given the manner in which legal fees for open financing matters are structured, no fee has been paid to date. Should you elect to have this matter go with Mr. Earlywine, the fee may be apportioned between KE LAW GROUP PLLC and KUTAK ROCK LLP.

Please advise Jere Earlywine and KE Law Group PLLC in writing, as quickly as possible, of the District's decision so that continuity in your representation is assured. You may do so by indicating your choice below and returning a signed and dated copy. Please retain the additional copy of this designation letter for your records.

Yours truly,

/s/ Jere Earlywine

**Instructions**

I wish my file to stay with KE LAW GROUP PLLC.

I wish my file and trust account balance to be transferred to Jere Earlywine at KUTAK ROCK LLP.

I will retain new counsel and have them contact KE LAW GROUP PLLC to coordinate transfer of my file.

---

For the Client

# **WEST PORT**

**COMMUNITY DEVELOPMENT DISTRICT**

**11A**

**RESOLUTION 2023-05**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WEST PORT COMMUNITY DEVELOPMENT DISTRICT TO DESIGNATE THE DATE, TIME AND PLACE OF A PUBLIC HEARING AND AUTHORIZATION TO PUBLISH NOTICE OF SUCH HEARING FOR THE PURPOSE OF ADOPTING RULES RELATING TO PARKING AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the West Port Community Development District (“District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within Charlotte County, Florida; and

**WHEREAS**, the Board of Supervisors of the District (“Board”) is authorized by Sections 190.011(5) and 190.041, *Florida Statutes*, to adopt rules, orders, rates, fees and charges pursuant to Chapter 120, *Florida Statutes*.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE WEST PORT COMMUNITY DEVELOPMENT DISTRICT:**

Section 1. The Board intends to adopt the *Rule Relating to Parking* (“Policy”), a proposed copy of which is attached hereto as **Exhibit A**. The District will hold a public hearing on such policies at a meeting of the Board to be held on \_\_\_\_\_, 2023 at \_\_\_\_\_ .m. at \_\_\_\_\_.

Section 2. The District Secretary is directed to publish notice of the hearing in accordance with Section 120.54, *Florida Statutes*.

Section 3. This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED THIS 14TH DAY OF FEBRUARY, 2023.**

ATTEST:

**WEST PORT COMMUNITY DEVELOPMENT  
DISTRICT**

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

\_\_\_\_\_  
Chair/Vice Chair, Board of Supervisors

**EXHIBIT A:** Rule Relating to Parking

## EXHIBIT A

### **WEST PORT COMMUNITY DEVELOPMENT DISTRICT** ***RULE RELATING TO PARKING AND PARKING ENFORCEMENT***

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In accordance with Chapters 190 and 120 of the Florida Statutes, and on September 5, 2019 at a duly noticed public meeting and after a duly noticed public hearing, the Board of Supervisors of the West Port Community Development District adopted the following rules to govern parking and parking enforcement. This rule repeals and supersedes all prior rules governing the same subject matter.

---

**SECTION 1. INTRODUCTION.** This Rule authorizes parking in designated areas and the towing/removal of unauthorized vehicles and vessels parked on certain West Port Community Development District (“**District**”) property designated as a “Tow-Away Zone,” which areas are identified in **Exhibit A** attached hereto.

**SECTION 2. DEFINITIONS.**

- A. *Vehicle.* Any mobile item which normally uses wheels, whether motorized or not.
- B. *Vessel.* Every description of watercraft, barge, or airboat used or capable of being used as a means of transportation on water.
- C. *Parked.* A vehicle or vessel left unattended by its owner or user.
- D. *Tow-Away Zone.* District property in which parking is prohibited and in which the District is authorized to initiate a towing and/or removal action.

**SECTION 3. DESIGNATED PARKING AREAS.** Vehicles and vessels may be parked on District property, only as indicated on **Exhibit A**, and as set forth below:

- A. **DISTRICT ROADWAYS.** Please refer to Chapter 316, *Florida Statutes*, and Chapters 16 and 22, Charlotte County Code of Ordinances, for laws related to authorized and unauthorized parking of vehicles or vessels on District roadways.
- B. **DISTRICT COMMON AREAS.** Vehicle parking is permitted for District staff, employees and vendors/consultants only, in relation to active projects or construction-related activities. No other parking is permitted in these areas at any time.

#### **SECTION 4. ESTABLISHMENT OF TOW-AWAY ZONES.**

- A. DISTRICT TOW-AWAY ZONES.** All District property in which parking is prohibited as set forth in Section 3 herein, either entirely or during specific hours, or is otherwise identified in **Exhibit A** attached hereto, is hereby declared a Tow-Away Zone. To the extent that parking on District property is only prohibited during specific hours, that portion of District property shall only be considered a Tow-Away Zone during the period of time in which such parking is prohibited.
- B. DISTRICT ROADWAYS.** In the event that residents or guests are parking on District or County roadways in contravention of state law and/or local ordinances, the District Manager shall contact the Charlotte County Sheriff's Office to enforce such parking regulations.

#### **SECTION 5. EXCEPTIONS.**

- A. VENDORS/CONTRACTORS.** The District Manager may authorize vendors/consultants in writing to park company vehicles without charge and in order to facilitate District business. All vehicles so authorized must be identified by a vendor window pass, or have company vehicle signage clearly visible.

#### **SECTION 6. TOWING/REMOVAL PROCEDURES.**

- A. SIGNAGE AND LANGUAGE REQUIREMENTS.** Notice of the Tow-Away Zones shall be approved by the District's Board of Supervisors and shall be posted on District property in the manner set forth in section 715.07, *Florida Statutes*. Such signage is to be placed in conspicuous locations in the areas identified in Section 4 herein, and shall identify the hours in which the area is designated as a Tow-Away Zone, if applicable, in accordance with section 715.07, *Florida Statutes*.
- B. TOWING/REMOVAL AUTHORITY.** To effect towing/removal of a vehicle or vessel, the District Manager must verify that the subject vehicle or vessel was not authorized to park under this rule during the period in question, and then must contact a firm authorized by Florida law to tow/remove vehicles and vessels for the removal of such unauthorized vehicle or vessel at the owner's expense. The vehicle or vessel shall be towed/removed by the firm in accordance with Florida law, specifically the provisions set forth in section 715.07, *Florida Statutes*.
- C. AGREEMENT WITH AUTHORIZED TOWING SERVICE.** The District's Board of Supervisors is hereby authorized to enter into and maintain an agreement with a firm authorized by Florida law to tow/remove unauthorized vehicles and vessels from the District's Tow-Away Zones in accordance with Florida law and with the policies set forth herein.



**SECTION 7. PARKING AT YOUR OWN RISK.** Vehicles or vessels may be parked on District property pursuant to this rule, provided however that the District assumes no liability for any theft, vandalism and/ or damage that might occur to personal property and/or vehicles or vessels.

**EXHIBIT A – *Map of Tow-Away Zones***

Specific Authority: §§ 120.54, 190.011(5), and 190.041, *Fla. Stat.*

Effective date: \_\_\_\_\_, 2023

**Exhibit A**  
**Map of Two-Away Zones**

# **WEST PORT**

**COMMUNITY DEVELOPMENT DISTRICT**

# **UNAUDITED FINANCIAL STATEMENTS**

**WEST PORT  
COMMUNITY DEVELOPMENT DISTRICT  
FINANCIAL STATEMENTS  
UNAUDITED  
DECEMBER 31, 2022**

**WEST PORT  
COMMUNITY DEVELOPMENT DISTRICT  
BALANCE SHEET  
GOVERNMENTAL FUNDS  
DECEMBER 31, 2022**

	General Fund	Special Revenue Fund	Special Revenue Fund Line of Credit	Debt Service Fund Series 2020	Debt Service Fund Series 2020 Assessment Area Two	Debt Service Fund Series 2021	Debt Service Fund Series 2022	Capital Projects Fund Series 2020	Capital Projects Fund Series 2020 Assessment Area Two	Capital Projects Fund Series 2021	Capital Projects Fund Series 2022	Total Governmental Funds
<b>ASSETS</b>												
Cash	\$ 513,154	\$ -	2,501	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 515,655
Investments												
Revenue	-	-	-	222,948	20,253	128,513	-	-	-	-	-	371,714
Reserve	-	-	-	193,333	195,750	267,513	79,750	-	-	-	-	736,346
Construction	-	-	-	-	-	-	-	32,389	886	-	877	34,152
Construction - townhomes	-	-	-	-	-	-	-	-	-	145	-	145
Construction - single family	-	-	-	-	-	-	-	-	-	663,910	-	663,910
Cost of issuance	-	-	-	5,818	10,118	10,116	10,084	-	-	-	-	36,136
Capitalized interest	-	-	-	-	-	-	130	-	-	-	-	130
Interest	-	-	-	50	10	-	-	-	-	-	-	60
Sinking	-	-	-	4	-	4	-	-	-	-	-	8
Undeposited funds	-	-	-	-	-	20,385	-	-	167,991	5,033	-	193,409
Accounts receivable - impact fees	-	-	-	-	-	-	-	-	-	27,988	-	27,988
Due from special revenue fund	5,555	-	-	-	-	-	-	-	-	-	-	5,555
Due from KL West Port	-	-	-	112,532	-	262,094	-	-	-	-	-	374,626
Due from KL JAK WP	-	-	-	-	-	88,643	-	-	-	-	-	88,643
Due from Line of Credit	2,500	-	-	-	-	-	-	-	-	-	-	2,500
Due from general fund	-	177,250	-	47,811	6,090	31,137	-	-	-	-	-	262,288
Utility deposit	1,839	-	-	-	-	-	-	-	-	-	-	1,839
Total assets	<u>\$ 523,048</u>	<u>\$177,250</u>	<u>\$ 2,501</u>	<u>\$ 582,496</u>	<u>\$ 232,221</u>	<u>\$ 808,405</u>	<u>\$ 89,964</u>	<u>\$ 32,389</u>	<u>\$ 168,877</u>	<u>\$ 697,076</u>	<u>\$ 877</u>	<u>\$ 3,315,104</u>
<b>LIABILITIES</b>												
Liabilities:												
Accounts payable	\$ 388	\$ -	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 388
Accounts payable on-site	-	-	42,000	-	-	-	-	-	-	-	-	42,000
Contracts payable	-	-	-	-	-	-	-	-	167,991	41,036	-	209,027
Retainage payable	-	-	-	-	-	-	-	40,978	120,647	487,453	-	649,078
Due to developer	-	-	-	8,061	-	-	-	-	-	120	-	8,181
Due to general fund	-	5,555	2,500	-	-	-	-	-	-	-	-	8,055
Due to special revenue fund	177,250	-	-	-	-	-	-	-	-	-	-	177,250
Due to DSF - Series 2020	47,811	-	-	-	-	-	-	-	-	-	-	47,811
Due to DSF - Series 2020 Area 2	6,090	-	-	-	-	-	-	-	-	-	-	6,090
Due to DSF - Series 2021	31,137	-	-	-	-	-	-	-	-	-	-	31,137
Due to other	-	-	-	61,080	-	5,905	-	-	-	4,164	-	71,149
Accrued taxes payable	61	-	-	-	-	-	-	-	-	-	-	61
Developer advance - KL West Port	15,000	-	-	-	-	-	-	-	-	-	-	15,000
Total liabilities	<u>277,737</u>	<u>5,555</u>	<u>44,500</u>	<u>69,141</u>	<u>-</u>	<u>5,905</u>	<u>-</u>	<u>40,978</u>	<u>288,638</u>	<u>532,773</u>	<u>-</u>	<u>1,265,227</u>
<b>DEFERRED INFLOWS OF RESOURCES</b>												
Deferred receipts	-	-	-	112,532	-	350,737	-	-	-	17,913	-	481,182
Total deferred inflows of resources	<u>-</u>	<u>-</u>	<u>-</u>	<u>112,532</u>	<u>-</u>	<u>350,737</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>17,913</u>	<u>-</u>	<u>481,182</u>
<b>FUND BALANCES</b>												
Committed												
Debt service	-	-	-	400,823	232,221	451,763	89,964	-	-	-	-	1,174,771
Capital projects	-	-	-	-	-	-	-	-	(119,761)	146,390	877	27,506
Unassigned	245,311	171,695	(41,999)	-	-	-	-	(8,589)	-	-	-	366,418
Total fund balances	<u>245,311</u>	<u>171,695</u>	<u>(41,999)</u>	<u>400,823</u>	<u>232,221</u>	<u>451,763</u>	<u>89,964</u>	<u>(8,589)</u>	<u>(119,761)</u>	<u>146,390</u>	<u>877</u>	<u>1,568,695</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 523,048</u>	<u>\$177,250</u>	<u>\$ 2,501</u>	<u>\$ 582,496</u>	<u>\$ 232,221</u>	<u>\$ 808,405</u>	<u>\$ 89,964</u>	<u>\$ 32,389</u>	<u>\$ 168,877</u>	<u>\$ 697,076</u>	<u>\$ 877</u>	<u>\$ 3,315,104</u>
Total liabilities and fund balances	<u>\$ 523,048</u>	<u>\$177,250</u>	<u>\$ 2,501</u>	<u>\$ 582,496</u>	<u>\$ 232,221</u>	<u>\$ 808,405</u>	<u>\$ 89,964</u>	<u>\$ 32,389</u>	<u>\$ 168,877</u>	<u>\$ 697,076</u>	<u>\$ 877</u>	<u>\$ 3,315,104</u>

**WEST PORT  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
FOR THE PERIOD ENDED DECEMBER 31, 2022**

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy: on-roll - net	\$ 231,399	\$ 233,606	\$ 515,405	45%
Landowner contribution - KL West Port	-	14,830	189,662	8%
Landowner contribution - Forestar	-	62,979	225,788	28%
Landowner contribution - KL JAX WP	-	102,131	36,126	283%
Lot closing	542	18,963	-	N/A
Total revenues	<u>231,941</u>	<u>432,509</u>	<u>966,981</u>	45%
<b>EXPENDITURES</b>				
<b>Professional &amp; administrative</b>				
Supervisors	-	-	4,306	0%
Management/accounting/recording	4,000	12,000	48,000	25%
Legal	-	6,049	25,000	24%
Boundary amendment	-	170		
Engineering	-	-	3,500	0%
Audit	-	-	9,500	0%
Arbitrage rebate calculation	-	-	2,500	0%
Dissemination agent	333	1,000	5,000	20%
DSF accounting				
Series 2020 - AA1	458	1,375	5,500	25%
Series 2020 - AA2	458	1,375	5,500	25%
Series 2021 - AA1	458	1,375	5,500	25%
Series 2022 - AA4	458	1,375	5,500	25%
Series 2023 - AA2	-	-	5,500	0%
Trustee	-	3,500	17,500	20%
Telephone	17	50	200	25%
Postage	24	95	500	19%
Printing & binding	42	125	500	25%
Legal advertising	-	126	1,200	11%
Annual special district fee	-	175	175	100%
Insurance	-	5,563	5,500	101%
Contingencies/bank charges	108	137	1,200	11%
Website				
Hosting & maintenance	-	-	705	0%
ADA compliance	-	210	210	100%
Tax collector	4,628	4,672	10,738	44%
Total professional & administrative	<u>10,984</u>	<u>39,372</u>	<u>163,734</u>	24%
<b>Field operations (shared)</b>				
Management	-	800	40,000	2%
Accounting	667	2,000	8,000	25%
Stormwater management				
Lake maintenance	-	6,424	21,315	30%
Preserve maintenance	-	-	3,150	0%
Streetlighting	368	577	122,724	0%

**WEST PORT  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
FOR THE PERIOD ENDED DECEMBER 31, 2022**

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>% of Budget</u>
Irrigation supply				
Maintenance contract	-	1,387	3,150	44%
Electricity	11,057	22,028	12,600	175%
Repairs and maintenance	-	-	2,625	0%
Effluent	-	-	52,600	0%
Monuments and street signage				
Repairs and maintenance	-	-	4,200	0%
Electricity	-	-	2,625	0%
Holiday decorating	-	-	10,000	0%
Landscape maintenance				
Maintenance contract	-	24,637	247,853	10%
Mulch	-	-	219,976	0%
Contingency	-	-	14,476	0%
Plant replacement	-	-	26,402	0%
Irrigation repairs	-	-	6,300	0%
Roadway maintenance	-	-	5,250	0%
Uncoded expense	-	400	-	N/A
Total field operations	<u>12,092</u>	<u>58,253</u>	<u>803,246</u>	7%
Total expenditures	<u>23,076</u>	<u>97,625</u>	<u>966,980</u>	10%
Excess/(deficiency) of revenues over/(under) expenditures	208,865	334,884	1	
Net change in fund balances	208,865	334,884	1	
Fund balances - beginning	36,446	(89,573)	2	
Fund balances - ending	<u>\$ 245,311</u>	<u>\$ 245,311</u>	<u>\$ 3</u>	

**WEST PORT  
COMMUNITY DEVELOPMENT DISTRICT  
SPECIAL REVENUE FUND AREA 1  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
FOR THE PERIOD ENDED DECEMBER 31, 2022**

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>% of Budget</u>
<b>REVENUES</b>				
Assessment levy: on-roll - net	\$ 95,415	\$ 96,325	\$ 212,529	45%
Landowner contribution - KL West Port	-	-	120,847	0%
Landowner contribution - KLP JAX WP	-	-	24,752	0%
Lot closing	387	13,571	-	N/A
Total revenues	<u>95,802</u>	<u>109,896</u>	<u>358,128</u>	31%
<b>EXPENDITURES</b>				
<b>Field operations</b>				
Management	-	-	15,000	0%
Landscape maintenance	-	5,555	97,917	6%
Plant replacement	-	-	10,000	0%
Mulch	-	-	65,683	0%
Irrigation repairs	-	-	8,100	0%
Streetlighting	-	-	153,600	0%
Accounting	-	-	3,400	0%
Total field operations	<u>-</u>	<u>5,555</u>	<u>353,700</u>	2%
<b>Other fees &amp; charges</b>				
Tax collector	1,908	1,927	4,428	44%
Total other fees & charges	<u>1,908</u>	<u>1,927</u>	<u>4,428</u>	44%
Total expenditures	<u>1,908</u>	<u>7,482</u>	<u>358,128</u>	2%
Excess/(deficiency) of revenues over/(under) expenditures	93,894	102,414	-	
Fund balances - beginning	77,801	69,281	-	
Fund balances - ending	<u>\$ 171,695</u>	<u>\$ 171,695</u>	<u>\$ -</u>	



**WEST PORT  
COMMUNITY DEVELOPMENT DISTRICT  
SPECIAL REVENUE FUND AREA 1  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
FOR THE PERIOD ENDED DECEMBER 31, 2022**

	Current Month	Year to Date
<b>REVENUES</b>		
Line of Credit Revenue	\$ 242,176	\$ 242,176
Total revenues	242,176	242,176
<b>EXPENDITURES</b>		
<b>Field operations</b>		
Hurricane storm clean up	284,175	284,175
Total field operations	284,175	284,175
Excess/(deficiency) of revenues over/(under) expenditures	(41,999)	(41,999)
Fund balances - beginning	-	-
Fund balances - ending	\$ (41,999)	\$ (41,999)

**WEST PORT  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE FUND SERIES 2020 BONDS  
FOR THE PERIOD ENDED DECEMBER 31, 2022**

	Current Month	Year To Date	Budget	% of Budget
<b>REVENUES</b>				
Special assessment - on roll	\$ 176,023	\$ 177,701	\$ 392,067	45%
Interest	845	2,671	-	N/A
Total revenues	<u>176,868</u>	<u>180,372</u>	<u>392,067</u>	46%
<b>EXPENDITURES</b>				
<b>Debt service</b>				
Principal	-	-	135,000	0%
Interest	-	124,574	249,148	50%
Total debt service	<u>-</u>	<u>124,574</u>	<u>384,148</u>	32%
<b>Other fees &amp; charges</b>				
Tax collector	3,520	3,554	8,168	44%
Total other fees and charges	<u>3,520</u>	<u>3,554</u>	<u>8,168</u>	44%
Total expenditures	<u>3,520</u>	<u>128,128</u>	<u>392,316</u>	33%
Excess/(deficiency) of revenues over/(under) expenditures	173,348	52,244	(249)	
<b>OTHER FINANCING SOURCES/(USES)</b>				
Transfer out	-	(12,496)	-	N/A
Total other financing sources	<u>-</u>	<u>(12,496)</u>	<u>-</u>	N/A
Net change in fund balances	173,348	39,748	(249)	
Fund balances - beginning	227,475	361,075	317,415	
Fund balances - ending	<u>\$ 400,823</u>	<u>\$ 400,823</u>	<u>\$ 317,166</u>	

**WEST PORT  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE FUND SERIES 2020 ASSESSMENT AREA TWO BONDS  
FOR THE PERIOD ENDED DECEMBER 31, 2022**

	Current Month	Year To Date	Budget	% of Budget
<b>REVENUES</b>				
Special assessment - on roll	\$ 22,422	\$ 22,636	\$ 49,939	45%
Special assessment: off-roll	-	-	339,801	0%
Interest	601	1,740	-	N/A
Total revenues	<u>23,023</u>	<u>24,376</u>	<u>389,740</u>	6%
<b>EXPENDITURES</b>				
<b>Debt service</b>				
Principal	-	-	140,000	0%
Interest	-	124,513	249,025	50%
Total debt service	<u>-</u>	<u>124,513</u>	<u>389,025</u>	32%
<b>Other fees &amp; charges</b>				
Tax collector	449	453	1,040	44%
Total other fees and charges	<u>449</u>	<u>453</u>	<u>1,040</u>	44%
Total expenditures	<u>449</u>	<u>124,966</u>	<u>390,065</u>	32%
Excess/(deficiency) of revenues over/(under) expenditures	22,574	(100,590)	(325)	
<b>OTHER FINANCING SOURCES/(USES)</b>				
Transfer out	-	(802)	-	N/A
Total other financing sources	<u>-</u>	<u>(802)</u>	<u>-</u>	N/A
Net change in fund balances	22,574	(101,392)	(325)	
Fund balances - beginning	209,647	333,613	331,782	
Fund balances - ending	<u>\$ 232,221</u>	<u>\$ 232,221</u>	<u>\$ 331,457</u>	

**WEST PORT  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE FUND SERIES 2021  
FOR THE PERIOD ENDED DECEMBER 31, 2022**

	Current Month	Year To Date	Budget	% of Budget
<b>REVENUES</b>				
Special assessment - on roll	\$ -	\$ -	\$ 255,332	0%
Special assessment: off-roll	114,637	115,730	\$ 281,189	41%
Developer assessments	-	63,974	-	
Lot closing	1,199	19,192	-	N/A
Interest	900	2,583	-	N/A
Total revenues	<u>116,736</u>	<u>201,479</u>	<u>536,521</u>	38%
<b>EXPENDITURES</b>				
<b>Debt service</b>				
Principal	-	-	200,000	0%
Interest	-	165,795	331,590	50%
Total debt service	<u>-</u>	<u>165,795</u>	<u>531,590</u>	31%
<b>Other fees &amp; charges</b>				
Tax collector	2,292	2,314	5,319	44%
Total other fees and charges	<u>2,292</u>	<u>2,314</u>	<u>5,319</u>	44%
Total expenditures	<u>2,292</u>	<u>168,109</u>	<u>536,909</u>	31%
Excess/(deficiency) of revenues over/(under) expenditures	114,444	33,370	(388)	
<b>OTHER FINANCING SOURCES/(USES)</b>				
Transfer out	-	(1,097)	-	N/A
Transfers in	-	11,705	-	N/A
Total other financing sources	<u>-</u>	<u>10,608</u>	<u>-</u>	N/A
Net change in fund balances	114,444	43,978	(388)	
Fund balances - beginning	337,319	407,785	443,741	
Fund balances - ending	<u>\$ 451,763</u>	<u>\$ 451,763</u>	<u>\$ 443,353</u>	

**WEST PORT  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE FUND SERIES 2022  
FOR THE PERIOD ENDED DECEMBER 31, 2022**

	Current Month	Year To Date
<b>REVENUES</b>		
Interest	\$ 258	\$ 749
Total revenues	258	749
<b>EXPENDITURES</b>		
<b>Debt service</b>		
Interest	-	25,117
Total debt service	-	25,117
Excess/(deficiency) of revenues over/(under) expenditures	258	(24,368)
Fund balances - beginning	89,706	114,332
Fund balances - ending	\$ 89,964	\$ 89,964

**WEST PORT  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
CAPITAL PROJECTS FUND SERIES 2020 BONDS  
FOR THE PERIOD ENDED DECEMBER 31, 2022**

	Current Month	Year To Date
<b>REVENUES</b>		
Interest and miscellaneous	\$ 93	\$ 228
Total revenues	93	228
<b>EXPENDITURES</b>		
Total expenditures	-	-
Excess/(deficiency) of revenues over/(under) expenditures	93	228
<b>OTHER FINANCING SOURCES/(USES)</b>		
Transfer in	-	793
Total other financing sources/(uses)	-	793
Net change in fund balances	93	1,021
Fund balances - beginning	(8,682)	(9,610)
Fund balances - ending	\$ (8,589)	\$ (8,589)

**WEST PORT  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
CAPITAL PROJECTS FUND SERIES 2020 ASSESSMENT AREA TWO BONDS  
FOR THE PERIOD ENDED DECEMBER 31, 2022**

	Current Month	Year To Date
<b>REVENUES</b>		
Landowner contribution	\$ -	\$ 167,991
Interest	3	4
Total revenues	3	167,995
<b>EXPENDITURES</b>		
Capital outlay	-	-
Total expenditures	-	-
Excess/(deficiency) of revenues over/(under) expenditures	3	167,995
<b>OTHER FINANCING SOURCES/(USES)</b>		
Transfer in	-	802
Total other financing sources/(uses)	-	802
Net change in fund balances	3	168,797
Fund balances - beginning	(119,764)	(288,558)
Fund balances - ending	\$ (119,761)	\$ (119,761)

**WEST PORT  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
CAPITAL PROJECTS FUND SERIES 2021  
FOR THE PERIOD ENDED DECEMBER 31, 2022**

	Current Month	Year To Date
<b>REVENUES</b>		
Impact fee credits	\$ 5,033	\$ 40,264
Interest	1,993	5,072
Total revenues	7,026	45,336
<b>EXPENDITURES</b>		
Capital outlay	-	26,388
Total expenditures	-	26,388
Excess/(deficiency) of revenues over/(under) expenditures	7,026	18,948
<b>OTHER FINANCING SOURCES/(USES)</b>		
Transfer in	-	1,097
Total other financing sources/(uses)	-	1,097
Net change in fund balances	7,026	20,045
Fund balances - beginning	139,364	126,345
Fund balances - ending	\$ 146,390	\$ 146,390



**WEST PORT  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
CAPITAL PROJECTS FUND SERIES 2022  
FOR THE PERIOD ENDED DECEMBER 31, 2022**

	Current Month	Year To Date
<b>REVENUES</b>		
Interest	\$ 3	\$ 5
Total revenues	3	5
<b>EXPENDITURES</b>		
Capital outlay	-	-
Total expenditures	-	-
Excess/(deficiency) of revenues over/(under) expenditures	3	5
Fund balances - beginning	874	872
Fund balances - ending	\$ 877	\$ 877

# **WEST PORT**

**COMMUNITY DEVELOPMENT DISTRICT**

# **MINUTES A**

**DRAFT**

**MINUTES OF MEETING  
WEST PORT  
COMMUNITY DEVELOPMENT DISTRICT**

A Landowners' Meeting of the West Port Community Development District was held on November 1, 2022, at 9:00 a.m., at the Centennial Park Recreation Center, 1120 Centennial Boulevard, Port Charlotte, Florida 33953.

**Present were:**

Kristen Suit District Manager/Proxy Holder

**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

Ms. Suit called the meeting to order at 9:11 a.m.

**SECOND ORDER OF BUSINESS**

**Affidavit/Proof of Publication**

The affidavit of publication was included for informational purposes.

**THIRD ORDER OF BUSINESS**

**Election of Chair to Conduct Landowners' Meeting**

Ms. Suit served as Chair to conduct the Landowners' meeting. Ms. Suit is the Proxy Holder for the Landowner, KL West Port LLC.

**FOURTH ORDER OF BUSINESS**

**Election of Supervisors [SEATS 3, 4 & 5]**

**A. Nominations**

Ms. Suit nominated the following:

Seat 3 Paul Martin

Seat 4 Candice Smith

Seat 5 Christian Cotter

No other nominations were made.

36 **B. Casting of Ballots**

37 **I. Determine Number of Voting Units Represented**

38 A total of 286 voting units were represented.

39 **II. Determine Number of Voting Units Assigned by Proxy**

40 All 286 voting units were assigned by proxy to Ms. Suit by KL West Port LLC, which owns  
41 88.62 acres equating to 89 votes and 197 platted units equating to 197 votes for a total of 286  
42 authorized votes. Ms. Suit is eligible to cast up to 286 votes per Seat.

43 Ms. Suit cast the following votes:

44	Seat 3	Paul Martin	286 votes
45	Seat 4	Candice Smith	286 votes
46	Seat 5	Christian Cotter	284 votes

47 **C. Ballot Tabulation and Results**

48 Ms. Suit reported the following ballot tabulation, results and term lengths.

49	Seat 3	Paul Martin	286 votes	4-year Term
50	Seat 4	Candice Smith	286 votes	4-year Term
51	Seat 5	Christian Cotter	284 votes	2-year Term

52

53 **FIFTH ORDER OF BUSINESS** **Landowners' Questions/Comments**

54

55 There were no Landowners' questions or comments.

56

57 **SIXTH ORDER OF BUSINESS** **Adjournment**

58

59 There being nothing further to discuss, the meeting adjourned at 9:14 a.m.

60

61

62 [SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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Secretary/Assistant Secretary

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Chair/Vice Chair

# **WEST PORT**

**COMMUNITY DEVELOPMENT DISTRICT**

# **MINUTES B**

**DRAFT**

**MINUTES OF MEETING  
WEST PORT  
COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the West Port Community Development District held a Regular Meeting on November 15, 2022 at 12:30 p.m., at the Centennial Park Recreation Center, 1120 Centennial Boulevard, Port Charlotte, Florida 33953.

**Present were:**

Candice Smith	Chair
Paul Martin	Vice Chair
Jim Manners	Assistant Secretary

**Also present were:**

Kristen Suit	District Manager
Jere Earlywine (via telephone)	District Counsel
Matt Morris (via telephone)	District Engineer

**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

Ms. Suit called the meeting to order at 12:37 p.m. Supervisors Martin, Manners and Smith were present, in person. Supervisors Harvey and Cotter were not present.

Ms. Suit stated, at the recent Landowners' Election, Mr. Martin, Ms. Smith and Mr. Cotter were re-elected to the Board.

**SECOND ORDER OF BUSINESS**

**Public Comments**

There were no public comments.

**THIRD ORDER OF BUSINESS**

**Administration of Oath of Office to Elected Board of Supervisors *(the following will be provided in a separate package)***

Ms. Suit, a Notary of the State of Florida and duly authorized, administered the Oath of Office to Mr. Paul Martin and Ms. Candice Smith. The following items were provided:

- 38 A. Guide to Sunshine Amendment and Code of Ethics for Public Officers and
- 39 Employees
- 40 B. Membership, Obligations and Responsibilities
- 41 C. Financial Disclosure Forms
- 42 I. Form 1: Statement of Financial Interests
- 43 II. Form 1X: Amendment to Form 1, Statement of Financial Interests
- 44 III. Form 1F: Final Statement of Financial Interests
- 45 D. Form 8B: Memorandum of Voting Conflict

46

47 **FOURTH ORDER OF BUSINESS** **Consideration of Resolution 2023-01,**

48 **Canvassing and Certifying the Results of**

49 **the Landowners’ Election of Supervisors**

50 **Held Pursuant to Section 190.006(2),**

51 **Florida Statutes, and Providing for an**

52 **Effective Date**

53

54 Ms. Suit presented Resolution 2023-01 and recapped the results of the Landowners’

55 Election, as follows:

56	Seat 3	Paul Martin	286 votes	4-year Term
57	Seat 4	Candice Smith	286 votes	4-year Term
58	Seat 5	Christian Cotter	284 votes	2-year Term

59

60 **On MOTION by Mr. Manners and seconded by Mr. Martin, with all in favor,**

61 **Resolution 2023-01, Canvassing and Certifying the Results of the Landowners’**

62 **Election of Supervisors Held Pursuant to Section 190.006(2), Florida Statutes,**

63 **and Providing for an Effective Date, was adopted.**

64

65

66 **FIFTH ORDER OF BUSINESS** **Consideration of Resolution 2023-02,**

67 **Designating a Chair, a Vice Chair, a**

68 **Secretary, Assistant Secretaries, a**

69 **Treasurer and an Assistant Treasurer of the**

70 **District, and Providing for an Effective Date**

71

72 Ms. Suit presented Resolution 2023-02.



73 Ms. Smith noted that Mr. Harvey advised that he would like to resign from the Board.

74 Discussion ensued regarding the feasibility of accepting a resignation and appointing a  
75 replacement today, deferring acceptance of the resignation and appointment to the next  
76 meeting, today’s quorum, term expiration date and seat numbers.

77 Mr. Earlywine stated he was comfortable knowing that Mr. Harvey will be resigning and  
78 requested motions to remove Mr. Harvey and appoint Mr. Greg Meath.

- 79 ▪ **Acceptance of Resignation of Mr. Jim Harvey; Seat 1, Term Expires November 2024**

80 **This item was an addition to the agenda.**

81

82 **On MOTION by Mr. Manners and seconded by Mr. Martin, with all in favor, the**  
 83 **resignation of Mr. Jim Harvey from Seat 1, was accepted.**

84

85

- 86 ▪ **Consideration of Appointment to Fill Unexpired Term of Seat 1**

87 **This item was an addition to the agenda.**

88 Mr. Martin nominated Mr. Greg Meath to fill Seat 1. No other nominations were made.

89

90 **On MOTION by Mr. Manners and seconded by Mr. Martin, with all in favor,**  
 91 **appointment of Mr. Greg Meath to Seat 1, was approved.**

92

93

94 Ms. Smith nominated the following slate of officers:

95 Chair	Candice Smith
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96 Vice Chair	Paul Martin
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97 Secretary	Craig Wrathell
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98 Assistant Secretary	Jim Manners
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99 Assistant Secretary	Greg Meath
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100 Assistant Secretary	Christian Cotter
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101 Assistant Secretary	Kristen Suit
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102 No other nominations were made. Prior appointments by the Board for  
103 Treasurer and Assistant Treasurer remain unaffected by this Resolution.

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**On MOTION by Mr. Manners and seconded by Ms. Smith, with all in favor, Resolution 2023-02, Designating a Chair, a Vice Chair, a Secretary, Assistant Secretaries, a Treasurer and an Assistant Treasurer of the District, as nominated, and Providing for an Effective Date, was adopted.**

**SIXTH ORDER OF BUSINESS** **Consideration of Synovus Term Sheet for Non-Revolving Taxable Line of Credit**

Ms. Suit presented the Synovus Term Sheet for Non-Revolving Taxable Line of Credit.

**A. District Engineer’s Cost Estimate for Emergency Cleanup Project**

**On MOTION by Mr. Martin and seconded by Mr. Manners, with all in favor, the Synovus Term Sheet for a Non-Revolving Taxable Line of Credit, was approved.**

**B. Consideration of Resolution 2023-03, Authorizing the District to Issue its Not-To-Exceed \$500,000 Taxable Non-Revolving Line of Credit Note, Series 2022, for Expenditures Necessitated by an Emergency; Providing that Such Note Shall be Payable From FEMA Proceeds, State Proceeds, County Proceeds and Operation and Maintenance Special Assessments Upon Benefitted Properties in the District, as Provided Herein; Awarding the Note to Synovus Bank by Negotiated Sale; Authorizing the District to Enter Into a Line of Credit Agreement with Synovus Bank; Providing for the Rights, Security and Remedies for the Owner of Such Note; Providing for the Creation of Certain Funds; Making Certain Covenants and Agreements in Connection Therewith; and Providing for Conflicts, Severability and an Effective Date**

Ms. Suit presented Resolution 2023-03 and read the title.

In response to a question regarding using reimbursement funds from the Federal Emergency Management Agency (FEMA) to pay down the note and not exceeding the \$500,000 line of credit, Mr. Earlywine stated, if the FEMA funds come in quickly and pay off the note, the CDD would still have the \$500,000 line; it is likely a timing issue. Ms. Suit stated the \$500,000 is non-revolving. Mr. Earlywine contacted the Synovus attorney for confirmation.

137 Mr. Miller, of Synovus Bank, stated that the loan is non-revolving and, if partially paid  
138 down, it cannot be withdrawn. Asked if the FEMA funds must be used to pay the note down  
139 first, instead of additional expenses, Mr. Miller stated, if the CDD drew down something that  
140 was reimbursed by FEMA, it must use the FEMA reimbursement to repay the note. Mr.  
141 Earlywine asked if more debt can be added if the CDD has an emergency expenditure, Mr.  
142 Miller replied affirmatively.

143 Discussion ensued regarding FEMA reimbursement funds, the \$500,000 line of credit,  
144 Hurricane Ian expenses and possibly acquiring another loan with Synovus.

145

146 **On MOTION by Mr. Martin and seconded by Mr. Manners, with all in favor,**  
147 **Resolution 2023-03, Authorizing the District to Issue its Not-To-Exceed**  
148 **\$500,000 Taxable Non-Revolving Line of Credit Note, Series 2022, for**  
149 **Expenditures Necessitated by an Emergency; Providing that Such Note Shall be**  
150 **Payable From FEMA Proceeds, State Proceeds, County Proceeds and Operation**  
151 **and Maintenance Special Assessments Upon Benefitted Properties in the**  
152 **District, as Provided Herein; Awarding the Note to Synovus Bank by Negotiated**  
153 **Sale; Authorizing the District to Enter Into a Line of Credit Agreement with**  
154 **Synovus Bank; Providing for the Rights, Security and Remedies for the Owner**  
155 **of Such Note; Providing for the Creation of Certain Funds; Making Certain**  
156 **Covenants and Agreements in Connection Therewith; and Providing for**  
157 **Conflicts, Severability and an Effective Date, was adopted.**

158

159

160 **C. Consideration of Line of Credit Agreement**

161 Ms. Suit presented the line of credit Agreement between the CDD and Synovus Bank  
162 and asked if it is okay that Mr. Harvey previously executed the closing documents but he is no  
163 longer on the Board, as of earlier in the meeting. Mr. Earlywine stated it is fine because Mr.  
164 Harvey was authorized to sign when he signed the documents. He recommended a motion  
165 ratifying Mr. Harvey's prior action executing the documents in advance of closing.

166

167 **On MOTION by Mr. Martin and seconded by Mr. Manners, with all in favor, the**  
168 **Line of Credit Agreement between the Westport CDD and Synovus Bank, was**  
169 **approved.**

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**On MOTION by Mr. Martin and seconded by Mr. Manners, with all in favor, Mr. Harvey’s execution of the loan documents before the closing, was ratified.**

**SEVENTH ORDER OF BUSINESS** **Ratification of Rostan Solutions, LLC Items**

Ms. Suit presented the following:

- A. Agreement for Professional Services [Task Order Contract]**

**On MOTION by Mr. Manners and seconded by Ms. Smith, with all in favor, the Agreement for Professional Services related to the Task Order Contract, was ratified.**

- B. Professional Services Task Order Number 01 [Exigent Grants Management Services]**

**On MOTION by Mr. Martin and seconded by Mr. Manners, with all in favor, Professional Services Task Order Number 01 related to Exigent Grants Management Services, in a not-to-exceed amount of \$25,000, without prior authorization, was ratified.**

- C. Professional Services Task Order Number 02 [Exigent Debris Monitoring Services]**

**On MOTION by Mr. Martin and seconded by Mr. Manners, with all in favor, Professional Services Task Order Number 02 related to Exigent Debris Monitoring Services, in a not-to-exceed amount of \$25,000, without prior authorization, was ratified.**

**EIGHTH ORDER OF BUSINESS** **Ratification of Hurricane Ian Clean-Up Items**

Ms. Suit presented the following:

- A. Gate Pros, Proposal for Hurricane Fence Repair [\$18,950.00]**
- B. O’Donnell Landscapes, Inc., Invoice No. H1034-22 for Hurricane Ian Restoration [\$58,022.50]**

- 209 C. O'Donnell Landscapes, Inc., Invoice No. H1053-22 for Hurricane Ian Restoration
- 210 [\$4,112.50]
- 211 D. Onsight Industries, LLC, Proposal 326993 for Storm Damage - Street Signs
- 212 [\$109,618.25]
- 213 E. Onsight Industries, LLC, Proposal 327504 Storm Damage Review/Repairs Street Signs
- 214 [\$285.00]
- 215 F. Onsight Industries, LLC, Proposal 327785 Storm Damage Replacements [\$12,471.05]
- 216 G. Onsight Industries, LLC, Proposal 328407 Storm Damage Builder Signage
- 217 Straightenings [\$3,200.00]
- 218 H. Rep Services, Inc., Proposal No. 18244.05 Replacement Shade [\$59,864.00]
- 219 I. Vision Landscape, Invoice #27764 Hurricane Ian Clean-Up and Disposal Fees Due to
- 220 Wind Damage [\$7,264.58]
- 221 J. Stark Sullen Grading, Inc., Invoice 11832 Hurricane Ian Clean-Up [\$130,326.30]

223 On MOTION by Mr. Martin and seconded by Mr. Manners, with all in favor, the  
 224 Hurricane Ian Clean-Up Proposals and Invoices in Items 8A through 8J, were  
 225 ratified.

226  
227  
228 **NINTH ORDER OF BUSINESS**

**Ratification of Evergreen Lifestyles Management, LLC, Restated Facilities Management Agreement**

232 Ms. Suit presented the Evergreen Lifestyle Management, LLC, Restated Facilities  
233 Management Agreement, allowing for the following budgeted amounts:

- 234 ➤ \$40,000 from the General Fund
- 235 ➤ \$15,000 from the Special Revenue Fund.

236 Ms. Suit stated the Agreement effective date is November 8, 2022 and noted that  
237 Evergreen must start coding the on-site invoices correctly and step up their operations to make  
238 sure the job is carried out properly; otherwise, the Board can opt to terminate the Agreement.

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**On MOTION by Mr. Martin and seconded by Mr. Manners, with all in favor, the Evergreen Lifestyles Management, LLC, Restated Facilities Management Agreement, was ratified.**

**TENTH ORDER OF BUSINESS**

**Consideration of Fiscal Year 2023 Deficit Funding Agreement**

Ms. Suit presented the Fiscal Year 2023 Deficit Funding Agreement.

Discussion ensued regarding the cost-share breakout, the Developers, weighted average split forecasts and the parcel descriptions.

Mr. Earlywine will update the Agreement.

**On MOTION by Ms. Smith and seconded by Mr. Manners, with all in favor, the Fiscal Year 2023 Deficit Funding Agreement, in substantial form and authorizing District Counsel to revise the townhome descriptions, was approved.**

**ELEVENTH ORDER OF BUSINESS**

**Acceptance of Unaudited Financial Statements as of September 30, 2022**

Ms. Suit presented the Unaudited Financial Statements as of September 30, 2022.

**On MOTION by Mr. Martin and seconded by Ms. Smith, with all in favor, the Unaudited Financial Statements as of September 30, 2022, were accepted.**

**TWELFTH ORDER OF BUSINESS**

**Approval of September 13, 2022 Public Hearings and Regular Meeting Minutes**

Ms. Suit presented the September 13, 2022 Public Hearings and Regular Meeting Minutes.

**On MOTION by Mr. Manners and seconded by Ms. Smith, with all in favor, the September 13, 2022 Public Hearings and Regular Meeting Minutes, as presented, were approved.**

278 Regarding the Fiscal Year 2023 Deficit Funding Agreement, Mr. Martin stated the  
279 weighted average breakdowns schedule he submitted should be 42% KL West Port LLC, 50%  
280 Forestar and 8% KL JAK WP LLC. Ms. Suit stated the percentages correspond with the budget.

281

282 **THIRTEENTH ORDER OF BUSINESS** **Staff Reports**

283

284 **A. District Counsel: *K.E. Law Group, PLLC***

285 Mr. Earlywine stated the loan closing is on November 17, 2022.

286 **B. District Engineer: *Morris Engineering and Consulting, LLC***

287 There was no report.

288 **C. Field Operations: *Evergreen Lifestyles Management, LLC***

289 There was no report.

290 **D. District Manager: *Wrathell, Hunt and Associates, LLC***

- 291 • **NEXT MEETING DATE: December 13, 2022 at 12:30 P.M.**

- 292 • **QUORUM CHECK**

293 The December West Port CDD and Harbor Village CDD meetings were cancelled. The  
294 next meeting will be in January 2023.

295

296 **FOURTEENTH ORDER OF BUSINESS** **Board Members' Comments/Requests**

297

298 There were no Board Members' comments or requests.

299

300 **FIFTEENTH ORDER OF BUSINESS** **Public Comments**

301

302 There were no public comments.

303

304 **SIXTEENTH ORDER OF BUSINESS** **Adjournment**

305

306 There being nothing further to discuss, the meeting adjourned.

307

<p>308 <b>On MOTION by Mr. Martin and seconded by Mr. Manners with all in favor, the</b>  309 <b>meeting adjourned at 1:35 p.m.</b></p>
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315 \_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_ Chair/Vice Chair



# **WEST PORT**

**COMMUNITY DEVELOPMENT DISTRICT**

## **STAFF**

## **REPORTS C**

# West Port Monthly Report- January 31, 2023

## Maintenance Updates

Street signs- Project began 1/9/23 and completed

Hammocks- Playground repair began 1/25/23

## Full community Walkthrough/Checks

Ponds- nothing to report

Fountains- nothing to report

Dead turf and no turf in some areas that need replacement

Debris is still present from hurricane Ian- Waiting to hear from FEMA

## Pool & Pool Deck Checks

Not applicable

## Vendor Services Performed and/or Site Visits

1/24/23 Received new landscape agreements per housing areas (villas and single family homes) in West Port community

1/10/23 Landscape team began spot treatment for pesticides

1/18/23 Reports of median damage on Centennial Blvd.

1/23/23 Mowing began this week and maintenance to Sunset Preserve area began for Christopher Allan Homes.

## Board of Supervisor's Requests

All vendors contacted regarding contracts, services, and reports. Created a contract spreadsheet.

1/19/23 Connect with FPL for street light repair- completed and they plan to reinvestigate the situation

## Resident Requests- Throughout this month homeowners brought these concerns

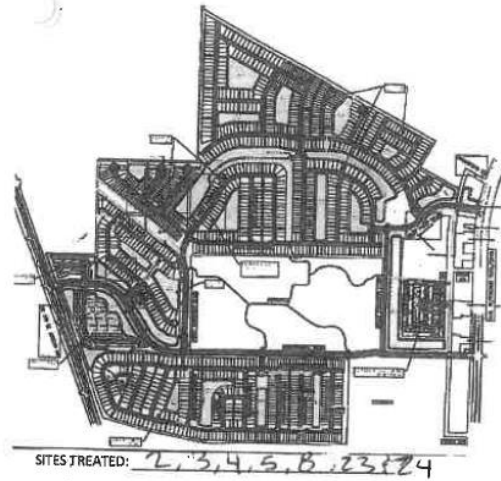
Tree replacement for common areas taken out because of storm.

Mulch replacement in common areas

# West Port Monthly Report- January 31, 2023

Client: Westport

DATE: 1-2-23  
TECH: Nicki Morlon



- Grasses
- Algae
- Floating
- Submersed
- Immersed
- Manual Removal

Remarks/Comments: Treated all lakes for algae & submersed weeds

Report from Aqua Preserve

## West Port Monthly Report- January 31, 2023



Damage to Centennial median



Landscape Near hammocks

West Port Monthly Report- January 31, 2023



lifting pavement newar hammicks

# West Port Monthly Report- January 31, 2023



Median on centennial



# West Port Monthly Report- January 31, 2023



Near Palms



over median trucks continually run over this area



Drivers running

## West Port Monthly Report- January 31, 2023



Signs replaced but old sign left on ground



Located near the cove at west port stop sign is facing opposite direction.



## West Port Monthly Report- January 31, 2023



Located in the Isles



**WEST PORT**

**COMMUNITY DEVELOPMENT DISTRICT**

**STAFF**

**REPORTS D**

**WEST PORT COMMUNITY DEVELOPMENT DISTRICT**

**BOARD OF SUPERVISORS FISCAL YEAR 2022/2023 MEETING SCHEDULE**

**LOCATION**

*Centennial Park Recreation Center, 1120 Centennial Boulevard, Port Charlotte, Florida 33953*

*\*Comfort Inn and Suites, 812 Kings Highway, Port Charlotte, Florida 33980*

<b>DATE</b>	<b>POTENTIAL DISCUSSION/FOCUS</b>	<b>TIME</b>
<b>October 11, 2022 CANCELED</b>	<b>Regular Meeting</b>	<b>12:30 P.M.</b>
<b>November 1, 2022</b>	<b>Landowners' Meeting</b>	<b>9:00 A.M.</b>
<b>November 8, 2022</b> <i>rescheduled to November 15, 2022</i>	<b>Regular Meeting</b>	<b>12:30 P.M.</b>
<b>November 15, 2022</b>	<b>Regular Meeting</b>	<b>12:30 P.M.</b>
<b>December 13, 2022 CANCELED</b>	<b>Regular Meeting</b>	<b>12:30 P.M.</b>
<b>January 10, 2023 CANCELED</b>	<b>Regular Meeting</b>	<b>12:30 P.M.</b>
<b>February 14, 2023</b>	<b>Regular Meeting</b>	<b>12:30 P.M.</b>
<b>March 14, 2023</b>	<b>Regular Meeting</b>	<b>12:30 P.M.</b>
<b>April 11, 2023</b>	<b>Regular Meeting</b>	<b>12:30 P.M.</b>
<b>May 9, 2023</b>	<b>Regular Meeting</b>	<b>12:30 P.M.</b>
<b>July 11, 2023*</b>	<b>Regular Meeting</b>	<b>12:30 P.M.</b>
<i>Comfort Inn and Suites, 812 Kings Highway, Port Charlotte, Florida 33980</i>		
<b>August 8, 2023</b>	<b>Regular Meeting</b>	<b>12:30 P.M.</b>
<b>September 12, 2023</b>	<b>Regular Meeting</b>	<b>12:30 P.M.</b>