



**THE TOWN OF KENNETH CITY, FLORIDA**  
**Council Meeting**  
**PUBLIC NOTICE**

The Council of the Town of Kenneth City will meet at Community Hall, located at 4600 58<sup>th</sup> Street North, Kenneth City, Florida to discuss the agenda items of Town business listed at the time indicated below.

6:30pm

October 12, 2022

Community Hall

- A. Call to Order
- B. Moment of Silence by Vice Mayor Cummings and Pledge of Allegiance
- C. Roll Call
- D. Consent Agenda
  1. Meeting Minutes
    - Council Meeting, 9.14.22
    - Special Council Meeting, 10.3.22
  2. Department Reports
  3. Purchase of Grasshopper Lawn Mower
  4. Resolution 2022-10 Interlocal Agreement with Pinellas County for NPDES
  5. Imagine That Performance Project Report #8 (9.19.22 to 10.2.22)
  6. Imagine That Performance Task Order K – Report and Invoice
- E. Persons Wishing to Be Heard on Items NOT Listed on the Agenda

A **3 minute time limit**....If you are addressing the Council, step to the podium and state your name and address for the record. Public comments can also be submitted by email to the Town Clerk at [Townclerk@kennethcityfl.org](mailto:Townclerk@kennethcityfl.org), written comments must be received by 4pm on the day of the meeting and will be read aloud during the meeting. Please limit your comments to 400 words as the comments are limited to three minutes.

- F. Action Agenda
  1. After Action Brief – Hurricane Ian
  2. RFP Turnkey Solution Selection for Accounting Services
  3. Presentation of Master Contracts List
  4. First Reading of Ordinance 2022-658 Special Magistrate
  5. Additional Imagine That Performance Task Orders
- G. Mayor/Council Comments
- H. Town Manager Comments
- I. Adjournment

Any person who decides to appeal any decision of the Town Council with respect to any matter considered at this meeting will need a record of the proceedings and for such purposes may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The law does not require the Town Clerk to transcribe verbatim minutes; therefore, the applicant must make the necessary arrangements with a private reporting firm and bear the resulting expense. In accordance with the Americans with Disability Act and F.S. 286.26; any person with a disability requiring reasonable accommodation in order to participate in this meeting should call 727-498-8948 or fax a written request to 727-498-8841. [www.kennethcityfl.org](http://www.kennethcityfl.org)

Agenda Memo

**To:** Kenneth City Town Council

**From:** Town Manager

**Date:** 10/7/2022



**Subject:** Consent Agenda

**Summary:**

This item provides a listing of items requiring Town Council review and/or approval.

**Proposed Recommendation:**

Council to approve Consent Agenda.



## THE TOWN OF KENNETH CITY FLORIDA

### Council Meeting Minutes

September 14, 2022

#### A. Call to Order

#### B. Moment of Silence by Councilmember Roberts and Pledge of Allegiance

#### C. Roll Call

Present were Councilmember Roberts, Councilmember Noble, Vice Mayor Cummings, Councilmember Zemaitis was not present, Mayor Howell, Interim Town Manager Duncan, Town Attorney Johnston

#### D. Consent Agenda

Motion to approve Consent Agenda made by Vice Mayor Cummings  
Second was made by Councilmember Noble

Councilmember Noble voted Yes  
Vice Mayor Cummings voted Yes  
Mayor Howell voted Yes  
Councilmember Roberts voted No  
Motion to approve Consent Agenda was passed

#### E. Persons Wishing to Be Heard on Items NOT Listed on the Agenda

Cindy Hite, 6514 43<sup>rd</sup> Ave N

Mrs. Hite thanked the Town for its event and support. She indicated that she hoped to have another event next year. She indicated that drug overdose was a major problem that nobody should have to endure. She felt that more awareness needed to be brought to this issue.

The Mayor closed public comment.

#### F. Action Agenda

##### 1. Resolution 2022-04 for Tentative Millage Rate

The Interim Town Clerk read the Resolution 2022-04 by title.

Financial consultant JP Murphy gave a presentation about the budget. He indicated that the FY 2022-2023 Budget is in balance with only \$66,000 being derived from reserve funding.

The Mayor asked about building permits. There was a discussion between Council and staff regarding fees for the Building Department.

JP Murphy also discussed ARPA and Penny for Pinellas funds.

There was no public comment.

Vice Mayor Cummings indicated that the Town was building a good foundation and that Imagine That Performance had helped the Town very much.

The Interim Town Clerk read Councilmember Zemaitis vote of yes into the record.

Motion to approve Resolution 2022-04 was made by Councilmember Noble  
Second made by Vice Mayor Cummings

Councilmember Noble Yes  
Councilmember Roberts Yes  
Vice Mayor Cummings Yes  
Mayor Howell Yes

Motion to approve Resolution 2022-04 was passed.

## 2. Resolution 2022-05 First Reading of Budget

The Interim Town Clerk read the Resolution 2022-05 by title.

The Interim Town Clerk read Councilmember Zemaitis vote of no into the record.

Motion to approve Resolution 2022-05 was made by Councilmember Noble  
Second made by Vice Mayor Cummings

Councilmember Noble Yes  
Councilmember Roberts No  
Vice Mayor Cummings Yes  
Mayor Howell Yes

Motion to approve Resolution 2022-05 was passed.

### 3. Financial Management Policy

Financial Consultant JP Murphy described industry-recommended best practices regarding financial management practices. He emphasized 3 major points: maintain a minimum fund balance of 20% in General Fund, no debt to finance operations, and the use of one-time revenues for one-time expense.

There was a discussion among Council and staff of moving beautification funds to the General Fund with a fund assignment. There was a discussion among staff and Council on this issue.

Mayor Howell indicated that this policy was new and that the Town didn't have anything like this.

Vice Mayor Cummings said that this is a good starting point.

Councilmember Noble indicated 20% is best practice. She felt that something should be contemplated about putting funds back into reserves.

Town Attorney indicated that she would out together a resolution that requires an annual review with the budget process. She indicated that would be brought back to Council for review in October.

Councilmember Roberts asked JP Murphy what other towns of the same size do in their financial practices.

JP Murphy indicated that it depends on each entity's situation.

There was no public comment.

Town Council gave direction to staff to allocate dollars for emergency management and indicated that 20% funding in reserves was a good start.

### 4. Imagine That Performance Report #5 (8.8.22 to 8.21.22)

Interim Town Manager Duncan asked if Council had any questions on the project report. Councilmember Noble thanked Imagine That Performance Team Member Lisa Hendrickson for her work on Business Tax Receipts.

Town Council gave consensus to put Imagine That Performance Report on the Consent Agenda.

5. Approve Additional Task Orders with Imagine That Performance

Interim Town Manager Duncan introduced this item. He indicated that an Out of Scope was presented at the last meeting. He indicated that there were 3 additional task orders that were developed from the identified priorities. He indicated that these s task orders were time sensitive.

The Town Attorney indicated that she reviewed these task orders in conjunction with the Imagine That Performance team.

There was no public comment.

Motion to approve Imagine That Performance Task Orders H, I, J was made by Councilmember Noble

Second was made by Vice Mayor Cummings

All in favor

Motion to approve Imagine That Performance Task Orders H, I, J was passed

Councilmember Noble indicated that there were many things that needed to be done. The first phase was gathering information. The second phase was to work with the Town Attorney and talk to her to see if we can develop some sort of a document/contract to have a Town Manager and Town Clerk so we can move forward and have consistency. She indicated that employees should be part-time and task oriented.

Town Attorney indicated that the objective was to build a strong foundation for the Town. This included getting those Town Manager services under one broader agreement and then doing task-oriented agreements for specific items. This would allow the Town Manager to deal with daily items that are coming up. She indicated that she could negotiate something that allowed for general Town Manager duties and a continuation of task orders.

Vice Mayor Cummings indicated that these tasks could take up to 6 months. He felt that it would be unreasonable to bring somebody new in and expect them to take these projects on. He indicated that he felt it would be better if Imagine That Performance could reduce their tasks overall, but still follow through with tasks moving forward.

There was ongoing discussions about this topic between Council and staff.

Town Attorney Johnston suggested that she meet with each Councilmember to get a sense of their preferences on this topic. She said she felt that there would be enough information that she could create an agreement that could address those items.

The Town Attorney indicated that we would have to revisit the original agreement to give the Town Manager more discretion.

Council gave consensus that they would like Imagine That Performance to find a way to work together with the Town. It was determined that the item would be brought back for discussion. The Town Attorney indicated that she would like to have meetings with each Council member so that they could express your thoughts. It was determined that the item may be brought back for consideration at a meeting in October or November.

Robert Arrison, 6048 45<sup>th</sup> Avenue

Mr. Arrison felt that the Town was doomed to failure if we don't follow what Vice Mayor Cummings suggested and raise taxes next year.

#### **G. Mayor/Council Comments**

Councilmember Noble indicated that she had a meeting with Forward Pinellas. She spoke about initiatives regarding pedestrian safety, additional housing, and the variety of changes that were happening in the community.

Vice Mayor Cummings asked when the engineer was going to come back and when projects will start. The Interim Town Manager indicated that he recently spoke with the engineer and that the Capital Projects needed to be on a schedule. The Town Attorney indicated that the CCNA process had not been followed and a process to engage engineering services needed to be completed. An Imagine That Performance would be brought to Council for consideration on this.

Council and staff discussed stormwater projects and that additional Imagine That Performance Task Orders would be brought back in front of Council for review.

The Town Attorney indicated that she would be adding a Town Attorney report to the agenda with the items that she was addressing. She indicated that would be on a September or October meeting agenda.

#### **H. Town Manager Comments**

The Interim Town Manager discussed that the Council meetings were getting shorter and indicated that he was going to commit to meetings that last one and a half hours.

#### **K. Adjournment**

A motion to adjourn the meeting was made by Vice Mayor Cummings

A second was made by Councilmember Noble

All in favor

Meeting was adjourned





**THE TOWN OF KENNETH CITY FLORIDA**

**Council Meeting Minutes**

**October 3, 2022**

**A. Call to Order**

**B. Moment of Silence by Councilmember Noble and Pledge of Allegiance**

**C. Roll Call**

Present were Councilmember Roberts, Councilmember Noble, Vice Mayor Cummings, Councilmember Zemaitis, Mayor Howell, Interim Town Manager Duncan, Town Attorney Johnston

**D. Consent Agenda**

There was no public comment.

Motion to approve Consent Agenda made by Councilmember Noble

Second was made by Vice Mayor Cummings

All in favor

Motion to approve Consent Agenda was passed

**E. Persons Wishing to Be Heard on Items NOT Listed on the Agenda**

Janice Stone, 4631 58<sup>th</sup> St N

Ms. Stone indicated that the traffic on 58<sup>th</sup> Street was getting heavy and that people were speeding up again. She said it was dangerous and kids cross the street there. She asked if the Town could replace the signage that was posted previously to help curtail speeding.

The Mayor closed public comment.

**F. Action Agenda**

**1. Resolution 2022-06 for Final Millage Rate**

The Interim Town Clerk read the Resolution 2022-06 by title.

Financial Consultant JP Murphy gave an overview of the FY 2022/2023 Budget. He indicated that the budget was balanced and discussed specific details on projected revenues and expenditures. There was a discussion about the Capital Improvement Fund and related projects. There was a

discussion about the allocation of American Rescue Plan Act (ARPA) funding. He discussed the Budget At A Glance document and the glimpse.

Councilmember Roberts asked where money would come from if the Town had been hit directly by a storm. Financial Consultant JP Murphy indicated that the Town would utilize whatever fund balance available in the General Fund and the Infrastructure Fund. FEMA also has some programs that the Town could utilize. The Town will apply for FEMA reimbursement for Hurricane Ian.

Councilmember Roberts asked about sandbags and would the Town have provided them if it were hit by a hurricane. Interim Town Manager Duncan indicated that this was an expense that the Town has not budgeted for in this fiscal year. There was a discussion about providing sandbags and locations nearby where residents could obtain sandbags.

Mayor Howell asked about whether the budget was balanced. Financial Consultant JP Murphy indicated that this was a balanced budget, but that reserves were still being used. He indicated that he didn't see anywhere in the budget where additional changes could be made this year. It was discussed that it had been 8 years since the Town had a balanced budget.

There was no public comment.

Motion to approve Resolution 2022-06 was made by Councilmember Noble  
Second made by Councilmember Zemaitis

Councilmember Noble Yes  
Councilmember Roberts Yes  
Councilmember Zemaitis Yes  
Vice Mayor Cummings Yes  
Mayor Howell Yes

Motion to approve Resolution 2022-06 was passed

## **2. Resolution 2022-07 Second Reading of Budget**

The Interim Town Clerk read the Resolution 2022-07 by title.

There was no public comment.

Motion to approve Resolution 2022-07 was made by Councilmember Noble  
Second made by Vice Mayor Cummings

Councilmember Noble Yes  
Councilmember Roberts No

Councilmember Zemaitis No  
Vice Mayor Cummings Yes  
Mayor Howell Yes

Motion to approve Resolution 2022-07 was passed

**3. Resolution 2022-08 Ratification of State of Local Emergency**

Financial Consultant JP Murphy read Resolution 2022-08 into the record.

Attorney Johnston explained the purpose of the resolution and that it needed to be approved as stated in the Town's charter. She indicated that the emergency declaration was only in effect for a period of 7 days.

There was no public comment.

A motion to approve Resolution 2022-08 motion made by Councilmember Zemaitis

A second was made by Councilmember Noble

All in favor

Motion to approve Resolution 2022-08 passed

**4. Resolution 2022-09 Financial Management Policy**

Financial Consultant JP Murphy and Interim Town Manager Duncan explained the Resolution and the Financial Management Policy. There was discussion between Council and staff regarding the Financial Management Policy.

There was no public comment.

A motion to approve Resolution 2022-09 motion made by Councilmember Zemaitis

A second was made by Councilmember Noble

All in favor

Motion to approve Resolution 2022-09 was passed

## **G. Mayor/Council Comments**

Mayor Howell thanked Imagine That Performance for getting the budget delivered on time and that he had learned a lot about how to manage the Town.

Vice Mayor Cummings said he appreciated the basic foundations and guidance that Imagine That Performance has provided for the Town.

Councilmember Zematis indicated that she loved the ease that the team has brought to the meetings. She also thanked the team for the presentations during the budget meetings as it made things easier to understand.

Financial Consultant JP Murphy said it has been a pleasure to create a budget that makes sense for the Town

Mayor Howell felt that the team had brought the Council together.

Vice Mayor Cummings said the Town had huge projects that needed to be done for years and now they're finally moving forward.

Financial Consultant JP Murphy thanked Chief Vieno and Public Works Supervisor Kenneth Moore for their work during the hurricane.

Councilmember Noble thanked the Police Chief and Police Department for their work on a recent case of car theft and for protecting the community.

## **H. Town Manager Comments**

Interim Town Manager Duncan and Financial Consultant JP Murphy described how the Town prepared for Hurricane Ian. He felt that the Town was very lucky and there were lessons that could be learned from how the Town handled emergency management procedures. He felt that Police Department and Public Works responded very quickly, and clean-up started quickly. He indicated that he would provide an Incident Report to help improve the Town's Emergency Management Plan. He felt that it was a smooth and good operation. He thanked the Council for their support during the storm.

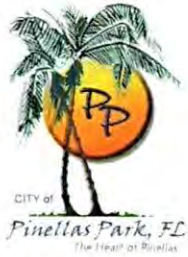
## **K. Adjournment**

A motion to adjourn the meeting was made by Councilmember Zemaitis

A second was made by Councilmember Noble

All in favor

Meeting was adjourned



City of  
**PINELLAS PARK, FLORIDA**

**PINELLAS PARK FIRE DEPARTMENT**  
11350 43<sup>RD</sup> STREET NORTH, CLEARWATER, FL 33762  
TEL 727-369-5803, FAX 727-369-5785

**FIRE DEPARTMENT REPORT**  
KENNETH CITY COUNCIL MEETING  
October 12, 2022

For the month of September 2022, the Fire, EMS and Life Safety activities break down as follows:

**RESPONSES IN KENNETH CITY**

TYPE OF RESPONSE	MONTH	YEAR TO DATE	
	September	2022	2021
MEDICAL	134	1269	121
VEHICLE COLLISION	10	44	6
FIRE RELATED CALLS	13	92	6
<b>TOTAL RESPONSES</b>	<b>157</b>	<b>1405</b>	<b>133</b>

**ENGINE 16 RESPONSES**

TYPE OF RESPONSE	IN KENNETH CITY			OUTSIDE KENNETH CITY			TOTAL RESPONSES		
	MONTH	YEAR TO DATE		MONTH	YEAR TO DATE		MONTH	YEAR TO DATE	
	September	2022	2021	September	2022	2021	September	2022	2021
MEDICAL	44	400	372	46	472	367	90	878	739
VEHICLE COLLISION	6	26	20	14	182	149	20	205	169
FIRE RELATED CALLS	5	66	43	34	255	345	39	313	388
<b>TOTAL RESPONSES</b>	<b>55</b>	<b>492</b>	<b>435</b>	<b>94</b>	<b>909</b>	<b>861</b>	<b>149</b>	<b>1,396</b>	<b>1,296</b>

**LIFE SAFETY MANAGEMENT SERVICES**

TYPE OF SERVICE PERFORMED	MONTH	YEAR TO DATE	
	September	2022	2021
INSPECTIONS	1	134	223
FIRE ALARMS	8	48	26
PLANS REVIEW	0	36	6
SMOKE ALARMS INSTALLED	4	27	16
PUBLIC EDUCATION PROGRAMS	0	0	5
PROGRAM ATTENDANCE	0	0	63

Respectfully submitted,

Brett Schlatterer, Fire Chief

## Agenda Memo

**To:** Kenneth City Town Council

**From:** Public Works Department

**Date:** 10/7/2022



**Subject:** Request to Purchase 2022 Grass Hopper Zero Turn Lawn Mower

### Summary:

For Council consideration is a request from the Public Works Department for the purchase of a 2022 Grass Hopper Zero Turn Mower in the amount of \$14,332.50. This item was budgeted in the 2021-2022 Fiscal Year in line item# 300-000.541-964.200 New Machinery.

For Council reference, the Public Works Department has provided additional price quotes for compatible zero turn lawn mowers.

This purchase is for the replacement of a 2003 Grass Hopper Mower which is requiring several repairs. The repairs needed to continue operation of the mower are estimated to be more than the current value of the machine. The 2003 Grass Hopper Mower will be surplused and sold to offset the cost of a new machine.

The other zero turn machines in the Public Works fleet are 2006 and 2014 models. These machines are used daily for several hours during the mowing season, which is 8 to 9 months out of the year, and every other week during the off season. These machines are used at Lake Lori, Paul, Dixie and Thomas also Town Hall, Police Department, Ernst Park, Unit 12 Park, 46<sup>th</sup> Ave Median, 55<sup>th</sup> Street and 60<sup>th</sup> Street ditch, coded residential properties and other properties within Town.

### Proposed Recommendation:

Motion to approve purchase of 2022 Grass Hopper Zero Turn Riding Mower in the amount of \$14,332.50.

# Grasshopper QuikQuote

## #34254N00087



Quoted by

**LESS | Landscape Equip Super Store**  
 12855 49th St N  
 Clearwater, FL 33762  
 P: (727) 873-6929

**STEVE MILLER**

SALES/PARTS  
 E: [SMILLER@LESSTAMPABAY.COM](mailto:SMILLER@LESSTAMPABAY.COM)  
 P: 7278736929

Quoted for

**TOWN OF KENNETH CITY**  
 6000 54TH AVE N  
 KENNETH CITY, FL 33709  
 E: [MOOREK@KENNETHCITYFL.ORG](mailto:MOOREK@KENNETHCITYFL.ORG)



**Model 725KT with 3661PF**  
 Quoted: Oct 7, 2022

### Power Unit & Deck

	List	Bid
<b>Model 725KT (531890)</b> 747cc Kohler Command Pro engine; "no-gears" T-Drive? pump-and-wheel-motor transmission; AntiVibe Power Platform?; luxury seat and shock-absorbing footrest	\$12,530.00	\$9,773.40
<b>3661PF – 61" w/ PowerFold (532810)</b>	\$4,580.00	\$3,572.40


List Total: **\$18,375.00**

Bid Price: **\$14,332.50**

### Additional Pricing Adjustments

+ PST	\$1,003.28 (7.00%)
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### Wholegoods

	List	Bid
<b>503218+503220 – Counterweight Kit - 50 lb. with mount kit (One 50-lb. weight included)</b>	\$240.00	\$187.20
<b>533577 – Premier Suspension Seat</b>	\$785.00	\$612.30
<b>533513 – Turf Tires - 20 x 10-10 (in lieu)</b>	\$0.00	\$0.00
<b>504569 – Down Discharge  Mulching Package - 61"</b>	\$240.00	\$187.20

Grand Total: **\$15,335.78**

#### Stipulation(s):

✓ Quote Expires in 30 days



10831 49th St. N.  
 Clearwater Fl. 33762  
 (727)573-1700  
 www.royaledger.com

**Work Order/Sales Quote 473892**

Thank you for your business! All parts MUST be returned in their original package and within 30 DAYS of the original purchase date. Parts returned after 30 days will be subject to a 20% restock fee. Non stocking items may also be subject to a shipping fee. NO RETURNS on Electrical Items, special order items, tree accessories, climbing gear. NO RETURNS on serialized Equipment including hand tools, lawn mowers, etc. NO WARRANTY ON HYDRO PUMPS. Royal Edger & Mower Co. sells all used equipment, EXCEPT CHAIN SAWS, with a 30 day warranty unless specified otherwise.

Bill To				Ship To		
Town of Kenneth City (Units) 6000 54th Ave. N Saint Petersburg, FL 33709						
Customer	Contact	Customer Tax Number	Phone	Cell Phone	Transaction	PO Number
20751	KENNETH MOORE	85-8013835366C-6	(813) 544-6655	(727) 421-1102	Charge	
Counter Person	Sales Person	Date Printed	Reference	Email Address		Department
Travis Dumican	Travis Dumican	08/02/22	473892	moorek@kennethcityfl.org		Front Counter Sales

**Section 1 BID ASSIST PRICING APPLIED**

Model	Line	Description	Ordered	B/O'd	Shipped	List	Net	Amount
LZE801CKA604A1	EXAW	60" LAZER E-SERIES 25.5 HP KAW FX801V	1			\$13,199.00	\$10,823.18	\$10,868.18

**Wholegoods Notes**

First oil change 10 Hrs  
 Change oil every 50 Hrs

First UHT service 250 Hrs  
 Service UHT every 500 Hrs

Kawasaki 3 Year Limited Warranty  
 Exmark Limited Warranty – 5 Years or 1,250 Hours (with No Hour Limit the First 2 Years)

If UHT service performed as scheduled by an Exmark dealer warranty is doubled on UHT to 2500 Hours or 5 Years These changes should occur at 250, 750, 1250, 1750, and 2250 hours plus or minus a 50 hour window.

Lubricate service interval- 500 Hours

Belts and Tires 500 hour guideline within the warranty period

Description	Qty	Net Each	Amount
MULCH KIT INSTALL	1	\$45.00	\$45.00
992503 GRVW 60 PRO-TURN 600 SERIES 38.5HP EFI FX1000	1	\$17,580.00	\$14,415.60

**Wholegoods Notes**

First oil change 10 Hrs  
 Change oil every 50 Hrs

Fist UHT service 250 Hrs  
 Service UHT every 500 Hrs

Kawasaki 3 Year Limited Warranty  
 Gravely Limited Warranty – 5 Years or 1,500 Hours (with No Hour Limit the First 2 Years)

WZXL61S49E8E1B	WRIW	61" ZXL 28HP OSG VANG 810cc	1			\$14,999.00	\$12,299.18	\$12,299.18
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**Wholegoods Notes**

First oil change 10 Hours  
 Change oil every 50 Hours

First Hydro service 100 Hours  
 Service Hydro every 500 Hours

Vanguard Limited Warranty 3 Years  
 Wright Limited Warranty 2 Years (No Hour Limit)  
 Wright Limited Warranty – 5 Years or 500 Hours (Non-Commercial)



## Agenda Memo

**To:** Kenneth City Town Council

**From:** Town Manager

**Date:** 10/07/2022



**Subject:** Resolution 2022-10 Interlocal Agreement with Pinellas County for NPDES

### Summary:

For Council review is Resolution 2022-10 which approves an Interlocal Agreement with Pinellas County for NPDES. The NPDES permit program addresses water pollution by regulating point sources that discharge pollutants into public waters. The Town, along with other municipalities in Pinellas County, are co-permittees of the County's MS4 Permit (FLS000005-004), which expires on June 30, 2023. This Agreement shall remain effect until November 30, 2027. There are no fees associated with this agreement and there will be separate agreements for monitoring and sampling that will have a cost-share element.

### Proposed Recommendation:

Council to approve Resolution 2022-10.

**RESOLUTION NO. 2022-10**

**A RESOLUTION OF THE TOWN COUNCIL OF KENNETH CITY, FLORIDA, RENEWING THE INTERLOCAL AGREEMENT BETWEEN THE TOWN OF KENNETH CITY AS CO-PERMITTEE WITH ALL CO-PERMITTEES NAMED IN THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT NO. FLS000005-004 AND PINELLAS COUNTY FOR THE FISCAL YEAR 2022 THROUGH 2027; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE RENEWAL PROCESS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to Section 403.0885, Florida Statutes, the Florida Department of Environmental Protection issued the National Pollutant Discharge Elimination System (the “NPDES”) Permit No. FLS000005-004 (the “Permit”) to Pinellas County (the “County”) and the Co-permittees named in the NPDES Permit; and

**WHEREAS**, as one of the Co-permittees, the Town of Kenneth City (the “Town”) is required to comply with the NPDES Permit conditions, which requires the Town to perform monitoring and sampling activities relating to the Town’s stormwater system; and

**WHEREAS**, the County has proposed renewing the Interlocal agreement (the “Agreement”), attached hereto as Exhibit “A,” with the Town and participating Co-permittees to provide pollutant discharge identification and control services for Municipal Separate Storm Sewer Systems (the “MS4s”) located in the County (the “Services”); and

**WHEREAS**, the Town Council desires to renew the Agreement, in substantially the form attached hereto as Exhibit “A,” with the County and the participating Co-permittees in order to receive the Services needed for the NPDES Permit; and

**WHEREAS**, the Town Council finds that this Resolution and the Interlocal Agreement are in best interests and welfare of the residents of the Town.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF KENNETH CITY, FLORIDA, AS FOLLOWS:**

**Section 1.**      **Recitals Adopted.** The foregoing recitals are incorporated in this Resolution as if fully set forth herein and made a part hereof by reference.

**Section 2.**      **Agreement Approved.** The NPDES Interlocal Agreement, in substantially the form attached hereto as Exhibit “A,” is hereby approved.

**Section 3.**      **Implementation.** The Town Manager is hereby authorized to renew the Interlocal Agreement, and to take all actions necessary to implement the Agreement and the purposes of this Resolution.

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

**PASSED AND ADOPTED** this 12th day of October, 2022

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ROBERT J. HOWELL  
MAYOR

ATTEST:

---

JOCILYN MARTINEZ  
INTERIM TOWN CLERK

APPROVED AS TO FORM:

---

WEISS SEROTA HELFMAN COLE + BIERMAN P.L.  
TOWN ATTORNEY

*PINELLAS COUNTY GOVERNMENT IS COMMITTED TO PROGRESSIVE PUBLIC POLICY,  
SUPERIOR PUBLIC SERVICE, COURTEOUS PUBLIC CONTACT, JUDICIOUS EXERCISE  
OF AUTHORITY AND SOUND MANAGEMENT OF PUBLIC RESOURCES, TO MEET THE  
NEEDS AND CONCERNS OF OUR CITIZENS TODAY AND TOMORROW*



**INTERLOCAL AGREEMENT PROVIDING FOR JOINT CONTROL OF ILLICIT DISCHARGES WITHIN  
PINELLAS COUNTY**

AGREEMENT PREPARED BY  
PINELLAS COUNTY DEPARTMENT OF PUBLIC WORKS  
DIVISION OF ENVIRONMENTAL MANAGEMENT  
OCTOBER 2022

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**INTERLOCAL AGREEMENT PROVIDING FOR JOINT CONTROL OF ILLICIT  
DISCHARGES WITHIN PINELLAS COUNTY**

THIS INTERLOCAL AGREEMENT PROVIDING FOR JOINT CONTROL OF ILLICIT DISCHARGES WITHIN PINELLAS COUNTY (hereinafter referred to as this “Agreement”), is entered into on this \_\_\_\_ day of \_\_\_\_\_, 2022, among: (1) Town of Belleair, City of Belleair Beach, City of Belleair Bluffs, City of Clearwater, City of Dunedin, Town of Kenneth City, City of Gulfport, City of Indian Rocks Beach, City of Largo, City of Madeira Beach, Town of North Redington Beach, City of Oldsmar, City of Pinellas Park, Town of Redington Beach, Town of Redington Shores, City of St. Pete Beach, City of Safety Harbor, City of Seminole, City of South Pasadena, City of Tarpon Springs, City of Treasure Island, all of which are municipal corporations of the State of Florida (hereinafter—although separate parties hereto—collectively referred to as the “Cities”); and (2) Pinellas County, a political subdivision of the State of Florida (hereinafter referred to as the “County”); and (3) the Florida Department of Transportation, an agency of the State of Florida (hereinafter referred to as “FDOT”). The Cities, County, FDOT are individually referred to as “Party,” or collectively referred to as the “Parties,” herein.

**WITNESSETH:**

WHEREAS, this Agreement is made and entered into between the Parties pursuant to the “Florida Interlocal Cooperation Act of 1969,” codified at Section 163.01 of the Florida Statutes;

WHEREAS, pursuant to Section 402 of the Federal Clean Water Act and regulations adopted in accordance therewith, each Party is required to be a permittee or co-permittee to a National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) Permit for discharges of municipal stormwater to Waters of State;

WHEREAS, pursuant to Section 403.0885 of the Florida Statutes and regulations adopted in accordance therewith, the State of Florida has been delegated authority by the Federal Government

to issue NPDES Permits, including MS4 Permits;

WHEREAS, the Parties are co-permittees of MS4 Permit (FLS000005-004) (the “MS4 Permit”), which expires on June 30, 2023;

WHEREAS, notwithstanding the Parties being co-permittees to the MS4 Permit, each party hereto owns and operates its own MS4;

WHEREAS, Section I.C.1.A. of the MS4 Permit provides that each Party must comply with MS4 Permit conditions for its own MS4;

WHEREAS, Section II.E of the MS4 Permit provides that each Party must ensure legal authority to control discharges to and from its own MS4;

WHEREAS, Section II.A.7.a. of the MS4 Permit provides that each Party must effectively prohibit illicit discharges (i.e., non-stormwater discharges, subject to limited exceptions explained in Section II.A.7.a.) to its own MS4 through inspections, ordinances, and enforcement;

WHEREAS, in Section 2.1.3 of the Parties – initial application for an MS4 permit dated May 17, 1993, the Parties represented to the U.S. Environmental Protection Agency (EPA) that, consistent with Section (d)(2)(i)(D) of Part 40 of the Code of Federal Regulations, “it is anticipated that an interlocal agreement [addressing the joint control of illicit discharges] acceptable to each [Party] and EPA will be completed by May 1994;” Note that Town of Indian Shores was an applicant for the initial MS4 Permit application, but is not Party to this Agreement.

WHEREAS, in light of the above cited provisions from the MS4 Permit and Original MS4 Permit Application, the Parties have entered into a series of interlocal agreements affirming each Party’s accountability for its own MS4, most recently on February 20, 2018 (the “2017 Interlocal Agreement”);

WHEREAS, the 2017 Interlocal Agreement expires on November 30, 2022; and

WHEREAS, due to the impending expiration of the 2017 Interlocal Agreement, and the high likelihood that the MS4 Permit will be renewed by the Florida Department of Environmental Protection (FDEP) with similar terms and conditions, the Parties desire to enter into a new interlocal agreement with similar terms and conditions to the 2017 Interlocal Agreement.

**NOW THEREFORE**, in consideration of the mutual covenants set forth herein, the Parties agree as follows:

#### SECTION 1. RECITALS

The recitals above are incorporated herein.

#### SECTION 2. PURPOSE

The purpose of this Agreement is to establish that each Party is responsible for regulating illicit discharges within its respective territorial jurisdiction.

#### SECTION 3. DUTIES

Each Party recognizes that, unless otherwise established through a separate written agreement with another Party, it is responsible for regulating illicit discharges from public or private lands within its territorial jurisdiction to: (a) its MS4; (b) another Party's MS4; or (c) Waters of the State. Such regulation includes, but is not limited to, inspection and enforcement. Each Party further recognizes that it is responsible for compliance with the MS4 Permit.



#### SECTION 4. NOTICES

All notices under this Agreement directed from one Party to another Party shall be in writing and delivered via USPS Certified Mail. Notice shall be considered delivered and received as reflected by certified mail delivery receipt. All notices to any Party shall be sent to the following respective addresses:

**FDOT:**

Mr. James Scott Stevens  
Maintenance Environmental Specialist  
FDOT District VII  
11201 N. McKinley Drive M.S. 1200  
Tampa, FL 33612-6456

**Belleair:**

Mr. Keith Bodecker  
Public Works Director  
Town of Belleair  
901 Ponce De Leon Blvd.  
Belleair, FL 33756-1096

**Belleair Bluffs:**

Ms. Debra S. Sullivan  
City Clerk  
City of Belleair Bluffs  
2747 Sunset Blvd.  
Belleair Bluffs, FL 33770

**Belleair Beach:**

Mr. Lynn Rives  
City Manager  
City of Belleair Beach  
444 Causeway Boulevard,  
Belleair Beach, Fl 33786

**Clearwater:**

Ms. Sarah Kessler  
Engineering Department  
City of Clearwater  
P.O. Box 4748  
Clearwater, FL 33758-4748

**Dunedin:**

Ms. Michelle Monteclaro  
Stormwater Program Coordinator  
City of Dunedin  
1405 County Road 1  
Dunedin, FL 34698

**Gulfport:**

Mr. Tom Nichols  
Public Works Director  
City of Gulfport  
2401 53<sup>rd</sup> St. South  
Gulfport, FL 33707

**Indian Rocks Beach:**

Mr. Dean Scharmen  
Public Services Director  
City of Indian Rocks Beach  
1507 Bay Palm Blvd.  
Indian Rocks Beach, FL 33785-2899

**Kenneth City:**

Mr. Robert Duncan  
Interim Town Manager  
Town of Kenneth City  
6000 54th Ave. N.  
Kenneth City, FL 33709-1800

**Madeira Beach:**

Mr. Robin Ignacio Gomez  
City Manager  
City of Madeira Beach  
300 Municipal Drive  
Madeira Beach, FL 33708-1996

**Oldsmar:**

Mr. Daniel Simpson  
Public Works Director  
City of Oldsmar  
100 State Street West  
Oldsmar, FL 34677-3756

**Redington Beach:**

Ms. Missy Clarke  
Town Clerk  
Town of Redington Beach  
105 164th Ave.  
Redington Beach, FL 33708-1519

**Safety Harbor:**

Mr. Matthew Spoor  
City Manager  
City of Safety Harbor  
750 Main St.  
Safety Harbor, FL 34695

**Largo:**

City Engineer  
City of Largo  
P.O. Box 296  
Largo, FL 33779-0296

**North Redington Beach:**

Ms. Mari Campbell  
Town Clerk  
Town of N. Redington Beach  
190 173<sup>rd</sup> Avenue  
North Redington Beach, FL 33708-1397

**Pinellas Park:**

Mr. Daniel Hubbard  
Transportation & Stormwater Div. Director  
City of Pinellas Park  
6051 78th Ave. N.  
Pinellas Park, FL 33781

**Redington Shores:**

Ms. Tracy Campbell  
Town Clerk  
Town of Redington Shores  
17425 Gulf Blvd.  
Redington Shores, FL 33708-1299

**South Pasadena:**

Mr. Shawn Shimko  
Public Works Director  
City of South Pasadena  
7047 Sunset Dr. S.  
South Pasadena, FL 33707-2895

**Seminole:**

Mr. Rodney Due  
Public Works Director  
City of Seminole  
9199 113<sup>th</sup> Street North  
Seminole, FL 33772

**St. Pete Beach:**

City Manager  
City of St. Pete Beach  
155 Corey Avenue  
St. Pete Beach, FL 33706-1839

**Treasure Island:**

Mr. Mike Helfrich  
Public Works Director  
City of Treasure Island  
152 108th Ave.  
Treasure Island, FL 33706

**Tarpon Springs:**

Mr. Anthony Mannello  
Streets and Stormwater Supervisor  
City of Tarpon Springs  
325 E. Pine Street  
Tarpon Springs, FL 34689

**Pinellas County:**

Ms. Melanie Weed  
Division of Environmental Management  
Director  
Pinellas County  
22211 US 19 N. Bldg. 10  
Clearwater, FL 33756

**SECTION 5. FILING AND TERM**

The County shall file a fully executed version of this Agreement with the Clerk of the Circuit Court; pursuant to Section 163.01(11) of the Florida Statutes, this Agreement shall take effect upon the date of such filing. Promptly after such filing, the County shall deliver one certified copy of this Agreement to each of the Cities. Subject to extension or termination in accordance with the terms herein, this Agreement shall remain effect until November 30, 2027.

#### SECTION 6. WITHDRAWAL

Any Party may withdraw from this Agreement at any time for any reason by giving thirty (30) days' notice to each of the other Parties. The withdrawal of any Party shall not terminate this Agreement or in any way alter the obligations hereunder of the remaining Parties; however, if every Party withdraws pursuant to this Section, this Agreement shall terminate.

#### SECTION 7. REMOVAL FROM MS4 PERMIT

If any Party is removed, either voluntarily or involuntarily, as a co-permittee of the MS4 Permit, that Party shall no longer be a Party to this Agreement and shall promptly notify all other Parties of same. If the MS4 Permit is not extended, renewed, or re-issued by FDEP, this Agreement shall terminate on the date of MS4 Permit expiration.

#### SECTION 8. AMENDMENT

This Agreement may be amended, extended, or terminated by written agreement of all Parties at any time.

#### SECTION 9. NON-APPROPRIATION

Each Party recognizes that this Agreement is not a commitment of appropriations by any Party's governing body.

#### SECTION 10. LIABILITY AND THIRD PARTIES

Nothing herein is intended to serve as a waiver of sovereign immunity by any Party, or to extend the liability of any Party beyond the limits set forth in Section 768.28 of the Florida Statutes. Nothing herein shall be construed as consent by any Party to be sued by any third party for any matter arising from this Agreement. Nothing herein is intended to abrogate the right of any Party to seek any available legal remedies against any third party for any illicit discharge originating within or outside of that Party's territorial jurisdiction.

#### SECTION 11. SEVERABILITY

If any word, clause, sentence, paragraph, or section of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect.

#### SECTION 12. APPLICABLE LAW

This Agreement shall be governed by the laws of the State of Florida.

#### SECTION 13. ENTIRE AGREEMENT

This Agreement represents the entire agreement between the Parties. There are no other communications between the Parties, whether oral or written, that alter the terms herein.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed on the day and year first above written.

PINELLAS COUNTY, by and through its  
County Administrator

By: \_\_\_\_\_  
Barry A. Burton

*(Other signature pages to be delivered to the other Parties separately)*

**THE INTERLOCAL AGREEMENT BETWEEN PINELLAS COUNTY AND NPDES MS4  
CO-PERMITTEES  
FOR JOINT CONTROL OF ILLICIT DISCHARGES WITHIN PINELLAS COUNTY**

Town of Kenneth City

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Robert Howell  
Mayor

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Robert Duncan  
Interim Town Manager

Approved as to form:

Attest:

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Sarah Johnston  
Town Attorney

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Jocilyn Martinez  
Interim Town Clerk

[Seal]

# Project Report 8

Prepared for: Town Council

Date: October 7, 2022

Work weeks: September 19-25 & September 26 – October 2



## Consultant Hours and Tasks

The sections below contain the worklog of the various activities performed by the Consultants assigned to the Task Orders included in the Agreement executed on June 13, 2022. The Agreement included the following Task Orders with expected hours for each in parenthesis:

Exhibit C: Interim Town Manager (20 hours/week)

Exhibit D: Accounting and Code Enforcement Solutions (80 hours total)

Exhibit E: Revenue Analysis and Professional Services Solution Identification (240 hours total)

Exhibit F: Annual Budget Preparation and Compliance (300 hours total)

Exhibit G: Interim Town Clerk (10-20 hours/week)

Additional Task Orders were approved on September 14, 2022

Exhibit H: GRANT RESEARCH, WRITING & SUBMISSION (200 hours total)

Exhibit I: IMPLEMENTATION OF NEW TECHNOLOGY SOLUTIONS (200 hours total)

Exhibit J: BUSINESS TAX RECEIPTS (180 hours total)

The worklogs below will serve as a full account of the activities on an hourly basis of the resources assigned to Kenneth City. The “work product” in the form of briefings, updates, Agreements, etc. will be included at the end of this report when possible or could be provided in a different form, including during an upcoming Council Meeting as part of the published agenda packet.



## Interim Town Manager

The following represents the tasks performed that are part of the Task Order for Interim Town Manager. The rate for this activity is \$125/hour and the expected work is 20 hours/week. The Town will be billed for actual work time with no minimum or maximum billing.

Date	Consultant	Hours	Task
9/20	Lisa Hendrickson	1.5	I.T.P. meeting (Rob, Jocilyn, JP, Lisa, Ken, Mike) public works and PD reports, agenda discussion for 9/29, zoning, document management, emergency management, task orders and various staff discussions.
9/20	JP Murphy	6	KC Team Meeting. TurnKey RFP review and document committee process. Meet with Atty re: Local Planning Agency, Magistrate and charter provisions for land use determinations
9/20	Rob Duncan	2.25	Meeting with JP and Sarah. Staff meeting.
9/21	Rob Duncan	0.5	Phone call with Ken
9/21	JP Murphy	7	Emergency Action Guide Review, FRS Payments, PPF Review Invoices re: shortage, CBIZ reporting for Finance, approve invoices, begin FY closeout.
9/22	JP Murphy	4	BOCC Revenues. Call with Clayton Parrot re: emergency mgmt items for damage assessment, Debris removal/monitoring, and siting. Call with Sarah Johnston re financial management policies and Northside Hospital MOU, review/respond to finance emails. Draft Aclarian Demo questions.
9/23	Lisa Hendrickson	.5	Communication with PD officer and chief, and researched Ordinances, regarding short term rentals.
9/23	Rob Duncan	2.0	Emergency Management meeting, phone calls with Sarah, Lisa and JP. Post Executive Order on Website. Work on Agenda for 9/29 meeting.
9/23	Rob Duncan	0	(2 hours no charge) One to one update discussions regarding storm and upcoming meeting with Mayor Howell, Vice Mayor Cummings and Council Members Noble, Zematis and Roberts.
9/25	JP Murphy	3	Ian Storm prep & planning, Countywide managers call, ROC call, NIMS forms, TKC activities log electronic data collection form creation.
9/26	Rob Duncan	0.5	Phone calls with Jocilyn and Lisa
9/30	Rob Duncan	2	Agenda preparation and review for Monday Meeting
9/30	Lisa Hendrickson	1.25	<b>Reconnected clerk's office computer terminal, put away paper in copy room and filled copier paper trays.</b> Email to Andrew at Aclarian and rescheduled demo for Wednesday, October 5th with the team. Followed up with Town Attorney regarding email to outline options for SAFEbuilt contract and seek the best course of action moving forward.
	Rob Duncan	0	(4 hours no charge) Report
Total Billable Hours		30.5	(6 unbilled hours in this report)

**Invoice Details:**

**Billed Time:** September 19-25 & September 26 – October 2 – 30.5 Hours @ \$125/hour = **\$3,812.50**

**Additional Notes:**

**Estimate:** 20 hours / week which would have been \$5,000 for the 2 weeks.

**Unbilled Time:** September 19-25 & September 26 – October 2 – 6 Hours @ \$125/hour = **\$750**

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## Accounting and Code Enforcement

The following represents the tasks performed that are part of the Task Order for Accounting and Code Enforcement Solutions. The rate for this activity is \$125/hour and the expected work is 80 hours. The Town will be billed for actual work time with no minimum or maximum billing.

Date	Consultant	Hours	Task
9/20	Lisa Hendrickson	.75	Sent request to Aclarian and scheduled demo for 9/27 at 9am with all <b>parties. Drafted town manager's intent to award letter for RFP and</b> emailed for signature.
9/23	Lisa Hendrickson	.5	Updated and completed agenda memo with backup for Turnkey solution and forwarded to Clerk. Scanned and emailed the executed CST letter to Clerk. Emailed Pinellas County regarding interlocal agreement and executed contracts for emergency management.
Total Billable Hours		1.25	

### Invoice Details:

**Billed Time:** September 19-25 & September 26 – October 2 – 1.25 Hours @ \$125/hour = **\$156.25**

### Additional Notes:

**Estimate:** 80 hours for the project – 1.25 remaining

## Revenue Analysis and Professional Services

The following represents the tasks performed that are part of the Task Order for Revenue Analysis and Professional Services Solution Identification. The rate for this activity is \$125/hour and the expected work is 240 hours. The Town will be billed for actual work time with no minimum or maximum billing.

Date	Consultant	Hours	Task
9/23	Lisa Hendrickson	4	Created an ongoing Excel contract log to show active and expired contracts in electronic form. Familiarized with file room and location of all contracts. Paper contracts need to be scanned and logged on an ongoing basis as they are recognized as active.
Total Billable Hours		4	

### Invoice Details:

**Billed Time:** September 19-25 & September 26 – October 2 – 4 Hours @ \$125/hour = **\$500**

### Additional Notes:

**Estimate:** 240 hours for the project – **-1.25** hours remaining

## Annual Budget Preparation and Compliance

The following represents the tasks performed that are part of the Task Order for Annual Budget Preparation and Compliance. The rate for this activity is \$125/hour and the expected work is 300 hours. The Town will be billed for actual work time with no minimum or maximum billing.

Date	Consultant	Hours	Task
9/19	JP Murphy	6	6340 Zoning request letter research, draft and submit, Review Millage and Budget Resolutions, Department Pages. Public records request fulfillment for financial records.
9/23	JP Murphy	7.5	CBIZ meeting and training for reporting and updating new rates. Emergency Action Guide evaluation with Ken and Chief, Coordinate items missing from plan. Monitor storm, evaluate public infrastructure, begin preparations. Sign checks. Draft department and at a glance pages for Budget. Final draft completed. Declaration of SOE task lists. ROC Call
Total Billable Hours		13.5	

### Significant Accomplishment:

CIP Document for Review at Council Meeting

ARPA Fund Allocation First Document

### Invoice Details:

**Billed Time:** September 19-25 & September 26 – October 2 – 13.5 Hours @ \$125/hour = **\$1,687.50**

### Additional Notes:

**Estimate:** 300 hours for the project – 20.75 remaining

## Interim Town Clerk

The following represents the tasks performed that are part of the Task Order for Interim Town Clerk. The rate for this activity is \$90/hour and the expected work is 10-20 hours per week. The Town will be billed for actual work time with no minimum or maximum billing.

Date	Consultant	Hours	Task
9/19	Jocilyn Martinez	1	Respond to public records requests regarding lien and code enforcement requests, financial, and payroll data. Communication with PD regarding insurance card for PD vehicles and salary changes in CBIZ for FY2023
9/20	Jocilyn Martinez	1.5	Meeting with Lisa Hendrickson, JP Murphy, Chief Vieno, PW Supervisor Ken Moore
9/21	Jocilyn Martinez	1.5	Communication with PW regarding Dental and Vision Coverage, Completion of FB post as requested by PD, Respond to public records request regarding donation of library books, Communication with FRS regarding contribution summary payment, Communication with Pinellas Park regarding PRFD payment, Communication with CBIZ regarding salary increases to make in payroll system, Communication with JP Murphy to finalize budget advertisement, Communication with Tampa Bay Times to print budget ad in newspaper on September 25th in compliance with TRIM requirements
9/21	Jocilyn Martinez	1.5	Payroll Calculations for 10.1 Salary Changes
9/22	Jocilyn Martinez	0.5	Work with Legals Department at Tampa Bay Times to finalize Budget Ad, Communication with Interim Accountant regarding payment of invoices
9/23	Jocilyn Martinez	1	Meeting with JP Murphy and CBIZ Account Representative regarding salary increases reporting information in payroll system
9/23	Jocilyn Martinez	1	Creation of agenda for 9.28.22 Meeting
9/26	Jocilyn Martinez	4	Meeting with JP Murphy, Rob Duncan, Lisa Hendrickson, Chief Vieno, and PW Supervisor Ken Moore regarding Hurricane Ian, Finalized and Delivered payroll, Communication with PRM regarding employee health insurance change, Processed and sent Public Records Request regarding employee compensation
9/27	Jocilyn Martinez	2.5	Meeting with JP Murphy, Rob Duncan, Chief Vieno, and PW Supervisor Ken Moore regarding Hurricane Ian. Completion of minutes from 9.14.22 Town Council meeting.
9/28	Jocilyn Martinez	3	Redact public records requests from OpenTheBooks.com and SmartProcure, Post updates to Town Facebook page, Monitor time-tracking logs for FEMA reimbursement
9/29	Jocilyn Martinez	0.5	Preparation of Rescheduled Final Budget Hearing Notice, Discussion with Interim Town Manager Duncan regarding agenda for 10.3.22 Meeting, Update Town Facebook page related to Hurricane Ian Damage Assessments
9/30	Jocilyn Martinez	2	Create, review, and disseminate agenda for 10.3.22 Meeting, Update Town Facebook page related to Hurricane Ian Damage Assessments
	Jocilyn Martinez	0	(1 hour no charge) Report
Total Billable Hours		20	(1 unbilled hour in this report)

**Invoice Details:**

**Billed Time:** September 19-25 & September 26 – October 2 – 20 Hours @ \$90/hour = **\$1,800.0**

**Additional Notes:**

**Estimate:** 10-20 hours / week which would have been \$1,800 – \$3,600 for the 2 weeks.

**Unbilled Time:** September 19-25 & September 26 – October 2 – 1 Hours @ \$90/hour = **\$90**

## Grant Research, Writing & Submission

The following represents the tasks performed that are part of the Task Order for Grant Research, Writing & Submission. The rate for this activity is \$125/hour and the work is not to exceed 200 hours. The Town will be billed for actual work time.

Date	Consultant	Hours	Task
Total Billable Hours		0	

### Significant Accomplishment:

### Invoice Details:

**Billed Time:** September 19-25 & September 26 – October 2 – 0 Hours @ \$125/hour = **\$0**

### Additional Notes:

**Estimate:** 200 hours for the project – 200 hours remaining

**Unbilled Time:** September 19-25 & September 26 – October 2 – 0 Hour @ \$125/hour = **\$0**



## Implementation of New Technology Solutions

The following represents the tasks performed that are part of the Task Order for Implementation of New Technology Solutions. The rate for this activity is \$125/hour and the work is not to exceed 200 hours. The Town will be billed for actual work time.

Date	Consultant	Hours	Task
Total Billable Hours		0	

### Significant Accomplishment:

### Invoice Details:

**Billed Time:** September 19-25 & September 26 – October 2 – 0 Hours @ \$125/hour = **\$0**

### Additional Notes:

**Estimate:** 200 hours for the project – 200 hours remaining

**Unbilled Time:** September 19-25 & September 26 – October 2 – 0 Hour @ \$125/hour = **\$0**

## Business Tax Receipts

The following represents the tasks performed that are part of the Task Order for Business Tax Receipts. The rate for this activity is \$125/hour and the work is not to exceed 180 hours. The Town will be billed for actual work time.

Date	Consultant	Hours	Task
9/23	Lisa Hendrickson	4	Reviewed BTRs, updated closed businesses and relocated businesses. Started audit of BTR paper files letter A. Communication with Sahil Patel, business owner for ENZ Smoke Shop regarding BTR and emailed application. Communication with Scott, At Home Stores, regarding BTR application received and emailed invoice for payment. Worked with Temp Sharon on several BTR files and requested updated addresses.
9/30	Lisa Hendrickson	4.75	Continued to audit BTR paper files and updated BL system as appropriate. Finished auditing letters A-F and found \$625.80 worth of BTRs that were not previously invoiced. Created invoices and sent billing.  As of 09.30.2022 amount paid in BTRs is \$34,050.18 amount due is \$23,820.69.
Total Billable Hours		8.75	

### Significant Accomplishment:

### Invoice Details:

**Billed Time:** September 19-25 & September 26 – October 2 – 8.75 Hours @ \$125/hour = **\$1,093.75**

### Additional Notes:

**Estimate:** 180 hours for the project – 171.25 hours remaining



# INVOICE

**Imagine That Performance**

18133 Portside Street  
Tampa, Florida 33647  
United States

imaginethatperformance.com

**Bill to**  
**Town of Kenneth City**  
  
Robert Howell  
6000 54th Avenue North  
Kenneth City, Florida 33709  
United States  
  
727-498-8948  
howellr@kennethcityfl.org

**Invoice Number:** 1291  
**Invoice Date:** October 7, 2022  
**Payment Due:** October 22, 2022  
**Amount Due (USD):** **\$9,050.00**

Items	Quantity	Price	Amount
<b>Interim Town Manager</b> Detailed tasks provided on Project Report	30.5	\$125.00	\$3,812.50
<b>Accounting and Code Enforcement</b> Detailed tasks provided on Project Report	1.25	\$125.00	\$156.25
<b>Revenue Analysis and Professional Services</b> Detailed tasks provided on Project Report	4	\$125.00	\$500.00
<b>Annual Budget Preparation and Compliance</b> Detailed tasks provided on Project Report	13.5	\$125.00	\$1,687.50
<b>Interim Town Clerk</b> Detailed tasks provided on Project Report	20	\$90.00	\$1,800.00
<b>Unbilled Time</b> Tasks performed and tracked on Project Report as unbilled time	7	\$0.00	\$0.00
<b>Grant Research, Writing &amp; Submission</b> Detailed tasks provided on Project Report	0	\$125.00	\$0.00
<b>Implementation of New Technology Solutions</b> Detailed tasks provided on Project Report	0	\$125.00	\$0.00
<b>Business Tax Receipts</b> Detailed tasks provided on Project Report	8.75	\$125.00	\$1,093.75

**Total:** \$9,050.00  
**Amount Due (USD):** **\$9,050.00**

## Tracking Consultant Hours vs. Estimates

The table below is a summary of the hours logged so far compared to total amount in the Agreement executed on June 13, 2022 along with additional Task Orders executed September 14, 2022.

Report	Invoice #	Invoice \$	Dates	Interim Town Manager	Accounting and Code Enforcement	Revenue Analysis and Professional Services	Annual Budget Preparation and Compliance	Interim Town Clerk	Grant Research, Writing & Submission	Implementation of New Technology Solutions	Business Tax Receipts
1	1252	\$ 15,703.75	6/13-6/26	38.00	23.00	48.00	9.25	10.25			
2	1259	\$ 18,752.50	6/27-7/10	42.50	18.50	63.00	3.50	28.50			
3	1267	\$ 22,120.00	7/11-7/24	39.00	18.00	52.00	41.50	36.75			
4	1272	\$ 20,827.50	7/25-8/7	48.50	12.00	39.50	51.50	21.00			
5	1278	\$ 19,030.00	8/8-8/21	68.25	6.00	22.25	43.50	19.25			
6	1285	\$ 14,436.25	8/22-9/4	40.00	0.00	7.00	56.25	16.00			
7	1287	\$ 15,361.25	9/5-9/18	48.50	0.00	5.50	60.25	12.00			
8			9/19-10/2	30.50	1.25	4.00	13.50	20.00	0.00	0.00	8.75
9											
10											
11											
<b>Total</b>		<b>\$126,231.25</b>		<b>355.25</b>	<b>78.75</b>	<b>241.25</b>	<b>279.25</b>	<b>163.75</b>	<b>0.00</b>	<b>0.00</b>	<b>8.75</b>

Agreement Values	Estimate	20/week	80	240	300	10-20/week	200	200	180
Remaining			1.25	-1.25	20.75		200.00	200.00	171.25
Average		22.20				10.23			

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# Project Report Hurricane Ian

Prepared for: Town Council

Date: October 7, 2022

Work weeks: September 26 – October 2



## Consultant Hours and Tasks

The sections below contain the worklog of the various activities performed by the Consultants assigned to the Task Orders included in the Agreement executed on June 13, 2022. The Agreement included the following Task Orders with expected hours for each in parenthesis:

Exhibit K: Emergency Task Order – Hurricane Ian

The worklog below will serve as a full account of the activities on an hourly basis of the resources assigned to Kenneth City during Hurricane Ian.

## Emergency Management Tasks

The following represents the tasks performed that are part of the Task Order. The rate for this activity is \$125/hour.

Date	Consultant	Hours	Task
9/26	Lisa Hendrickson	2.5	I.T.P emergency management meeting. Discussion of KC preparation and storm emergency management procedures. Me, Rob, Police Chief, Ken, JP, Jocilyn.
9/26	JP Murphy	9	IAN coordination. Communications & Logistics Calls, BCR continuity of operations planning, TKC planning, staff meeting, County coordination, WebEOC setup, Mayoral Declaration, Next Operational period planning and storm monitoring, pre-storm assessments
9/26	Rob Duncan	10	Hurricane Prep / Staff Meetings / ROC Call / Council Communications / PIO - Create Webpage and add details for Hurricane
9/27	JP Murphy	9	Staff Meeting, Pay policies, ROC call, WebEOC updates, storm monitoring, coordination calls, remote EOC/IC, on call, ROC call, operations calls. Supplies Purchasing, EEI updates.
9/27	Rob Duncan	13.75	EOC/Staff Meeting - edit/update storm page on KC website, supply run, pre-assessment of town driving streets, setup computers in EOC. Public Works Yard cleanup (bring items inside), build barricades in PW. Update meeting with Incident Commander and Police Chief
9/28	JP Murphy	6	Coordinate with Phillips and Jordan, Reengage Tetra Tech, ROC call, Staff coordinaton, WebEOC resource requests, WebEOC task assignments, Coordinate Damage Assessment team with PC, Operational calls from staff, coordinate with Town Manager and PD.
9/28	Rob Duncan	16	Patrol with Police Chief - Take Pictures of Conditions - remove fallen tree limbs - upload photos. Review briefing, EOC/ROC calls. Update elected officials. Update website
9/29	JP Murphy	12	Public/ROW Damage Assessment, Post storm utility assessment, coordinate staff efforts, debris cleanup, conduct residential property damage assessment, Communicate conditions through WebEOC, input task orders, update EEI, update, coordinate with PC re: DA Teams. Draft situation report, report estimates for public assistance request, help staff clear Ernst Park.
9/29	Rob Duncan	10	Public/ROW Damage Assessment, Post storm utility assessment, debris cleanup, conduct residential property damage assessment, Communications with updates on Website & push content on Facebook (Jocilyn), updates with elected officials through individual briefings.
9/30	JP Murphy	8	PC EOC Coordination, Stand down EOC, setup documentation and record keeping, further post storm assessments, Pinellas County stormwater call regarding washout,
9/30	Rob Duncan	2	Communications with staff members and elected officials. Communications updates to website and facebook
Total Billable Hours		98.25	

### Invoice Details:

**Billed Time:** September 26 – October 2: 98.25 Hours @ \$125/hour = **\$12,281.25**

## **EXHIBIT K: EMERGENCY TASK ORDER – HURRICANE IAN**

This Task Order is issued pursuant to the Agreement for Services (the “Agreement”) dated 13th day of June 2022, by and between the TOWN and COMPANY, to provide the scope of services in the manner set forth herein:

**1) PROJECT DESCRIPTION:** The TOWN desires the COMPANY to provide those services generally described herein as: emergency management, incident command, emergency operations, public information communications, and post disaster needs assessment.

**2) SCOPE OF SERVICES:** COMPANY, through its identified staff, agrees to provide the following services:

- a) Organize, coordinate, and carry out emergency preparedness activities.
- b) Strategically manage emergent situations, assisting in the direction of the response within the Town and its relevant Emergency Operations Center (EOC) partners, both during and after the event.
- c) Continuously monitor National Hurricane Center predictions and direction along with State responses.
- d) Communicate to all stakeholders, especially the public, regarding Town preparations, operations, and necessary local alerts and Emergency Orders.
- e) Implement plans and programs, and coordinate all disaster response or crisis management activities.
- f) Ensure all emergency plans adhere to all applicable local, state, and federal laws.
- g) Procure resources, supplies and services to ensure the health, safety and welfare of residents and staff.
- h) Track all hours of administrative work within this task order with intent to submit funding reimbursement requests to the federal government and/or appropriate agencies offering relief.
- i) Create status reports as needed.
- j) Maintain regular and ongoing contact with internal stakeholders, Town police department, partnering fire and emergency services department(s), County EOC, hospitals, State Representatives and other agencies as needed, until the crisis subsides and/or the Emergency Orders expire.
- k) Any other duties as deemed necessary for the health, safety and welfare of the residents, businesses and visitors of the Town of Kenneth City, Florida.

**3) FINANCIAL MATTERS:** TOWN shall compensate COMPANY for services pursuant to the Agreement and the following:

- a) Hours will be billed at \$125/hour and tracked/logged in a special Hurricane Ian report.
- b) Any equipment or vehicle utilization will be reimbursed at the greater of Federal or State reimbursement schedules
- c) For Billing Purposes, the “Work Week” will be Monday – Sunday.
- d) Invoice for two weeks will be remitted Wednesday after 2nd Work Week.

e) In addition to the existing Hourly Rate Schedule (Exhibit B) executed with Agreement, specialty Public Works personnel could be authorized at the following rates (subject to availability):

- Public Works Project Manager \$90 / hour
- Public Works Staff \$30 / hour

4) **TERM:** The work will begin shortly after execution of the Agreement and Task Order and will be completed ASAP, with an expectation of sunseting on expiration of the Emergency Order.

5) **ASSIGNED RESOURCES:** The COMPANY will designate J.P. Murphy as lead for this Task Order, with the Interim Town Manager designating Mr. Murphy as Incident Commander in compliance with the Town's Emergency Operations Plan. Additional COMPANY resources will participate as needed to complete required tasks.

**IN WITNESS WHEREOF**, the parties hereto have caused this Task Order to be executed by their duly authorized representatives as of the date first above written.

**TOWN**

By: A handwritten signature in cursive script, appearing to read 'Robert J. Havel', written over a horizontal line.

**COMPANY**

By: A handwritten signature in cursive script, appearing to read 'J.P. Murphy', written over a horizontal line.





# INVOICE

**Imagine That Performance**

18133 Portside Street  
Tampa, Florida 33647  
United States

imaginethatperformance.com

**Bill to**  
**Town of Kenneth City**  
  
Robert Howell  
6000 54th Avenue North  
Kenneth City, Florida 33709  
United States  
  
727-498-8948  
howellr@kennethcityfl.org

**Invoice Number:** 1292  
**Invoice Date:** October 7, 2022  
**Payment Due:** October 22, 2022  
**Amount Due (USD):** **\$12,281.25**

Items	Quantity	Price	Amount
<b>Emergency Task Order – Hurricane Ian</b> Emergency Management Tasks per Project Report Hurricane Ian	98.25	\$125.00	\$12,281.25

**Total:** \$12,281.25  
**Amount Due (USD):** **\$12,281.25**

**Notes / Terms**

Hurricane Ian - Emergency Management Tasks

Agenda Memo

**To:** Kenneth City Town Council

**From:** Town Manager

**Date:** 10/7/2022



**Subject:** Hurricane Ian After Action Brief

**Summary:**

This report provides a summary of incidents related to Hurricane Ian that impacted the Town. Recommendations for actions to take during future emergencies are provided.

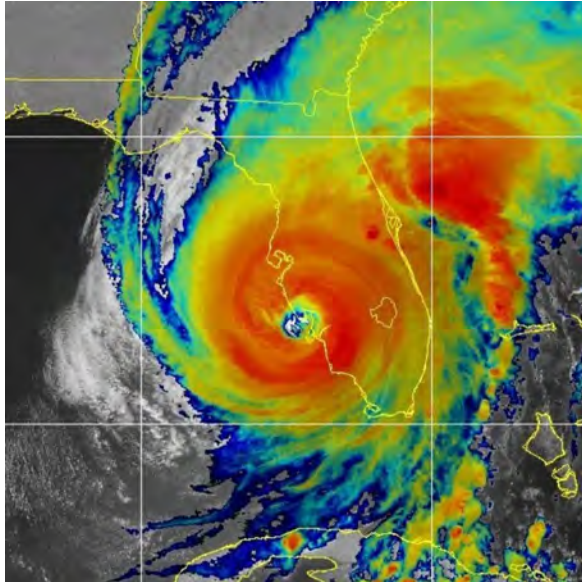
**Proposed Recommendation:**

This item is for information purposes only.

# Hurricane Ian After Action Brief

## 10/07/22

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Hurricane Ian made landfall during the afternoon of September 28th, crossing Cayo Costa in Southwest Florida. At landfall, it was a Major Hurricane with sustained winds in excess of 150 miles. The entirety of the storm was more than double the width of the State of Florida. For the three days prior to landfall, Ian was expected to significantly impact the greater Tampa Bay Area, including The Town of Kenneth City. By the time Ian made landfall, its impacts to Pinellas County were greatly diminished.

The Town experienced sustained winds of 50-plus miles per hour, with occasional gusts of 70-plus miles per hour. Rainfall over the 24-hour period was approximately 5 inches. Thankfully for Kenneth City's stormwater infrastructure, this rain was relatively steady and did not result in significant localized roadway flooding. It was estimated that 450-550 Kenneth City Properties were without power for an estimated maximum of 3 days, with most properties being restored within 24-36 hours following Ian's clearance through Town. The Town experienced minor impacts due to the significant shift southward. There is no doubt that initial track projections would have resulted in exponentially more impacts to the town.

## Impacts

### Public Infrastructure Impacts

- All Town Buildings were unaffected. No facilities lost power.
- All park infrastructure was unaffected.
- Most parks had light debris that was able to be cleaned up by the Town's staff.

- Most stormwater inlets received a significant amount of vegetative debris and will require a full round of cleanouts. Two inlets required immediate clearing following the storm so that the roadway could drain. No major outfalls were blocked, and the system was otherwise functioning as designed.
- There were no roadway or bridge damages observed.
- Signalization failed over to 4-way flashing at 66/54, but was restored within 24 hours. Though staff prepared to close intersections, all remained operational and safe for motorist passage.
- A portion of the bank at Joe's Creek near 66th St. had eroded just prior to the storm. Overland flow and drainage pipe joint collapse exacerbated the issue creating a 9 cubic foot hole atop the bank, causing a safety concern for pedestrians, however, this was determined to be an issue for Pinellas County to resolve.
- Limited vegetation in the Rights of Way throughout town was a significant factor in the relatively light amount of vegetative debris for cleanup. Further, it is believed that because there are fewer trees to interfere with the electrical distribution systems along arterial roadways, fewer electrical and utility outages were observed. This is important to keep in mind for forthcoming land use discussions.
- There were no reported impacts to Water, Sewer, or Gas utilities in town, though there were several impacts to these systems countywide.
- The TKCEOC lost internet communications for about an hour, but Mr. Duncan, Chief Vieno, and Mr. Murphy were able to reboot systems to return to an operational state.

### **Residential Impacts**

- Overall residential impacts were minimal. No damage greater than minor/affected was reported to PCEOC.
- 450-500 Homes were without Power in KC. 35% of customers were without power countywide through the 4 day period.
- No residential flooding was observed, nor was it threatening at anytime
- Light debris was observed throughout the town, mostly fluffy branches and leaves, however, some larger branches in excess of 6" inches in diameter were observed at the curbside.
- The mandatory evacuation orders did not affect any properties within Kenneth City.
- Some special needs evacuations did occur within the town. A report on these missions is not available yet.

## Commercial Impacts

- Commercial impacts mirror that of residential impacts.
- Most businesses closed for some or all of Wednesday and Thursday.
- No structural damage was observed from the ROW. No damage other than minor/affected was reported.
- There was some damage observed to the construction sites along 66th, but this was limited to site work impacts.

## TKCEOC Status

- The TKCEOC closed officially on Friday 09/30.
- The plan to release staff who were able to return to work safely following the storm worked as established, and all employees required to return immediately did.
- All inventories remained greater than 90%.
- The TKCEOC only lost minimal functionality during the storm.

## Operations

- Following all clear from the TKCEOC, no life/safety calls occurred, allowing staff to focus on damage assessment and debris cleanup all day on Thursday, 9/29, and were significantly complete by Friday, 09/30. DPW established a temporary chipping disposal site adjacent to Ernst Park so that operations throughout town could continue without delay.
- Debris Management and Monitoring contractors were not required to assist.
- Waste Pro resumed collection operations on Friday and continued to run debris collection missions throughout the next week and beyond.
- Some residents began placing debris in parks and medians, which resulted in delays to the collection as Waste Pro would only collect debris at the curbside in front of known service addresses.
- The Final TRIM hearing was re-noticed and held on Monday, October 3rd as a result of storm impacts on Thursday, 09/29.
- Town calls for services and requests for information were redirected to the non-emergency dispatch numbers and the Pinellas County Citizens Information Center beginning Tuesday, 09/27 and concluding on Monday 10/3. This strategy should be addressed in changes to the Emergency Action Guide.

## Finance & Administration

- Costs to date are estimated to be less than \$25,000. Nearly all of these expenses are believed to be eligible for FEMA Category B, Emergency Protective Measures expense.
- Of the estimated 18 million dollar impact to Pinellas County, 17 million is for emergency protective measures. This is an indicator of low impact county-wide.
- Town has begun the individual assistance process to recover these expenses.
- Email and phone system resiliency appear to be a liability that needs to be addressed as soon as possible. There is no backup internet source, so if the Spectrum connection is lost, both the phone and email functionality are lost.

## After Action and Emergency Action Guide

All of the town staff were extremely professional, flexible, and ready to respond to Hurricane Ian. They began working on preparations based on prior experience, which served the town well. Their experience was supplemented by the Emergency Action Guide, but most of the staff did not have experience with the relatively new Emergency Action Guide.

The current Emergency Action Guide is a good wireframe for operations but lacks some detail specific to Kenneth City that is required to operationalize preparedness and response activities fully. The ideal guide should mitigate planning time during crucial hours needed for preparation. Staff will work to amend the guide to include specific operations to be completed within well-defined timelines and have all departments working together cohesively. For example, if the town is within the 5-day cone, on day Landfall +5; activate debris management and monitoring contracts, collect employee sheltering and evacuation plans, order sail removal, begin public communications and initiate pre-storm condition inspections; all to be completed by Landfall +3 days. Amendments to the guide will be communicated with the Town Council and the public so all stakeholders have a shared understanding of the town's response in the future. A non-exhaustive list of elements specifically requiring addressing the following Ian includes:

- Define policy around sandbags. Consider partnering with Pinellas County, Lealman, or Pinellas Park for shared site use and cost share.

- (Critical) Immediately address continuity of operations plan for IT resources. A single point of failure exists for email, the internet, and phones currently.
- Document shared Temporary Debris Storage and Removal Site location, and Permits.
- Have Debris Management and Monitoring Contracts in place and active prior to June 1 annually.
- Review all disaster-related contracts prior to June 1 annually.
- (Critical) Define emergency pay policies for all employee types.
- Define the positions required to staff the EOC for various storm intensities.
- Define the required quantity and operational status of equipment needed for preparedness and response activity.
- Define and communicate to residents the “First Push Plan”
- Identify and define timelines for securing town facilities, equipment, and park property in the open.
- Define and operationalize minimum staff trained in the use of WebEOC, DA collector, and FEMA reimbursement procedures.
- Create and train in the use of disaster-related data collection, activity forms, and proper emergency procurement processes.
- (Critical) Public Communications should be well established before storm season. Residents should know what to expect and where to go for information. Define and Template standard pre and post-storm public communications. Consider a Kenneth City-specific Hurricane guide.
- Identify timeframes for the closure of public facilities.
- Identify timeframes for closure of construction sites, emergency permitting, and inspection of said sites.
- Conduct preseason tabletop exercise of Emergency Action Guide with all relevant stakeholders.

# Agenda Memo

**To:** Kenneth City Town Council

**From:** Lisa Hendrickson

**Date:** 10/07/2022



**Subject:** RFP #2022-04 Turn-Key Staffing and ERP Solution

## Summary

At the July 13, 2022 council meeting, Town Council approved the authorization for the Interim Town Manager to do a formal solicitation seeking quotes for accounting and finance professional staffing and an Enterprise Resources Planning (ERP) solution which includes, at minimum, accounting/finance software, business tax receipts (BTRs), permits, cashiering, facility rentals, Human Resources, and purchasing. The Request for Proposals (RFP) has been advertised, proposals have been received, and an Evaluation Committee has reviewed and scored the proposals received. The Evaluation Committee has selected Aclarian LLC to provide the Town with a Turn-Key Staffing and ERP Solution. [Click here to link to the Town's RFP page.](#)

## Financial Impact:

- |  |                      |
|--|----------------------|
| 1. Accounting / Finance Outsourced Professional Staffing                 | \$ 46,200            |
| 2. Enterprise Resources Planning (ERP) solution ( <i>annual / 5 yr</i> ) | \$ 12,060 / \$56,700 |
| 3. ERP Technology Solution Transition ( <i>one-time fee</i> )            | \$ 53,375            |

## Recommendation:

Staff is seeking approval to negotiate a final contract for execution with Aclarian LLC.

## Proposed Motion(s):

(Approve – Deny) The authorization for the Interim Town Manager to negotiate a final contract for execution, based on current quotes exclusive of annual reoccurring fees.



September 8th, 2022

**Request for Proposal to Provide Turn-Key  
Outsourced Accounting and Finance Staffing and  
ERP Solution (RFP # 2022-04) to:**

## **Town of Kenneth City, Florida**

*Prepared by:*

**Andrew Laflin, CPA**

President

Aclarian LLC

4240 West Morrison Avenue

Tampa, Florida, 33629

[alaflin@aclarian.com](mailto:alaflin@aclarian.com)

Direct 813-784-3140



EIN/SS Number: 85-3378848



**KENNETH CITY**  
FLORIDA

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September 8th, 2022

Town of Kenneth City  
6000 54<sup>th</sup> Avenue North  
Kenneth City, FL 33709

RE: Turn-Key Outsourced Finance and Accounting Staffing and ERP Technology Solution.

We are pleased to respond to the Town's Request For Proposal for Turn-Key Outsourced Finance and Accounting Staffing and ERP Technology Solution.

Since its inception, Aclarian has provided professional outsourced services in areas of finance and accounting, alongside its software solutions for local and county governments in Florida. Aclarian provides a web-based ERP software solution that provides users with a modern, efficient alternative to traditional accounting systems and eliminates manual, redundant business processes typically found in an entity's current technology environment. Aclarian's software platform is easily accessible among multiple users and devices and fully capable of integrating with other software applications. As a web-based product, Aclarian software is highly customizable and can conform to any particular transaction processing and financial reporting requirements.

The following proposal outlines our company qualifications, outsourcing capabilities, history, technology strategy, superior products, unparalleled implementation and support services along with a general cost estimate for the work. We look forward to your positive consideration of our proposed solution.

Please do not hesitate to contact us with any questions you may have following the review of this proposal. I am pleased to assist you and can be reached at 813-784-3140, as I am the authorized person to bind this proposal.

Sincerely,

Andrew Laflin, CPA, President  
Aclarian LLC  
4240 West Morrison Avenue  
Tampa, Florida, 33629  
alaflin@aclarian.com  
Direct 813-784-3140

## 4. CANDIDATE'S INFORMATION & CERTIFICATION

Aclarian is a limited liability company headquartered in Tampa, Florida. The firm's Employer Identification Number (EIN) is 85-3378848. Aclarian's Tampa headquarters are located at 4240 West Morrison Avenue, Tampa, FL 33629. The telephone number for the office is 813-784-3140. While Aclarian is headquartered in Tampa, our local government services team covers the State of Florida, as we serve our clients wherever they are located within Florida. As it relates to serving our Florida government clients, our practice has no geographical boundaries.

We believe this proposal demonstrates our understanding of the City's needs while describing our significant governmental accounting experience and qualifications; our philosophy and methodology to conduct services; and our team knowledge and structure to meet those needs. We are committed to providing responsive, value-added services that align directly with the Town's financial goals.

For additional legal and other background information, please see the completed Candidate's Information and Certification form within Appendix C.

## 5. FIRM'S QUALIFICATIONS AND EXPERIENCE

### Mission Statement

Aclarian is driven to excellence in all areas of our business by focusing 100% of our efforts on solving our customers' problems, creating deep client relationships through unparalleled support, and pursuing continued improvement in our software through innovation and customer feedback.

### Company History

Aclarian, LLC was incorporated in the State of Florida in 2020 with a vision of providing powerful public sector software to local government in Florida. Our product line has since grown to an extensive list of modules within our ERP solution that range from our core general ledger suite to interactive budgeting, task management, and other unique, impressive features. **Our customer base began with municipalities within the State of Florida.** Ninety five percent of our annual revenue is from Florida public sector customers.

### Outsourced Finance and Accounting Staffing

We are confident that Aclarian's experience serving similar governments, bolstered by our client-oriented philosophy and depth of resources, will make Aclarian the best qualified candidate to fulfill the scope of the engagement. We believe that you can depend on Aclarian for several uncommon advantages:

- **Experience Providing Financial Services to Similar Entities.** The professionals assigned to this proposal have a working knowledge of the Town and its operations and include similar services of other Florida municipalities.
- **A Focus on Providing Consistent, Dependable Service to Government Entities.** We differ from other firms in that we focus on the needs of Florida public sector clients. You will enjoy the service of members of our team who understand the issues and environment critical to governmental finance and operations. This experience has given Aclarian the insight and experience to serve these governmental entities with exceptional technical experience and client service.
- **Commitment to Innovation** Aclarian's team members ensure all compliance related functions, such as annual budget adoption and audit completion, are carried out in strict adherence to all applicable laws and regulations. Beyond compliance, Aclarian's mission is to assist its municipal clients with maximizing efficiency in its operations while functioning at a high level on behalf of its citizens, employees, and all other relevant stakeholders. We achieve this through critical evaluation of current business processes and development and implementation of achievable solutions.
- **Familiarity with Technology Environment** Our outsourced services team are well versed in the Aclarian ERP software solution. Upon achieving a successful implementation, our outsourced finance & accounting services team will have no impediments to transitioning fully to the processing of payments, payroll, recording general ledger transactions in the

Aclarian system, due to each team member's knowledge and comfort level using the Aclarian ERP. Thus, there is no learning curve associated with adapting to a new accounting software package; our outsourced accounting team can hit the ground running!

## **ERP Overview**

Since our inception when we introduced a new, cutting edge web-based ERP software platform for local government, customers in Florida have onboarded with us. Our software uses Angular v13 on the front end (platform designed by Google and used for developing web applications), and Microsoft .NET as the database engine on the back end. Aclarian programs currently provide all of the major functions requested. We are proposing a web-based solution, easily accessed by any user with internet access and an available web browser (Google Chrome, Microsoft Edge, etc.), and hosted in the cloud using Microsoft Azure (second largest cloud provider behind Amazon Web Services).

## **Modules**

Aclarian's library of available modules within our ERP solution is vast. Section 7 of this proposal provides a description of our core modules and related features that would be fully available to the Town of Kenneth City should you decide to move forward with the Aclarian ERP. These modules are available within our standard access package and HR/Payroll package. We also have additional add-ons available to our clients for additional access if needed. These add-on modules include:

- Utility Billing (not applicable to the Town of Kenneth City)
- Permitting
- Code Enforcement
- Occupational Tax & Business Licenses
- Leases (GASB 87)

## 6. PROPOSED FINANCE PROFESSIONAL(S) QUALIFICATIONS

### Organizational History

Since Aclarian's inception, Andrew Laflin, the Company's founder and President, has assembled a team of highly experienced and talented individuals who have dedicated most of their careers to working in a local government environment in both a staff/senior accountant and senior management capacity. Our team members leverage each other's strengths to provide a full service model that is needed to fill the role of outsourced Finance Department. Our combined talents amount to vast knowledge, experience, and understanding in all needed areas, including but not limited to:

- Preparing and adopting an annual operating budget under statutory requirements, TRIM guidelines, and each entity's applicable ordinances
- Conducting a year end closing process and sufficiently preparing for the annual year end audit
- Overseeing recurring operations, such as billing for permits, inspections, business tax receipts; and other miscellaneous billings; processing cash receipts; payroll processing; purchase requisitioning and paying vendors; and bank reconciliations and other treasury management duties
- Handle projects as they arise, such as rate or fee studies, periodic reporting requirements, policy & procedure development, and other ad hoc needs

Furthermore, since the departure of the Town's previous Finance Director, we have filled that role on a temporary basis and have provided leadership and structure to the Finance area. If selected to continue to serve the Town, we will embrace the opportunity to continue to move the Town forward in a positive direction.

### Personnel assigned to the account

An experienced engagement team has been aligned to provide the most value to the Town. The team members have performed numerous engagements similar to yours and will commit the resources necessary to provide top quality service throughout the engagement.

Our proposed team members have the experience and qualifications to succeed in this role.

Aclarian's team possesses an in-depth understanding of public sector issues, so you can be confident that your services will include:

- **Prompt completion** of financial services
- **Minimal disruption** to your operations
- **Development & Implementation** of process improvement strategies

## RESUMES – KEY PERSONNEL

### Andrew P. Laflin, CPA

Aclarian LLC ([www.aclarian.com](http://www.aclarian.com))

President & CEO

813-784-3140  
[alaflin@aclarian.com](mailto:alaflin@aclarian.com)



#### Profile

After spending 17 years in public accounting and serving as a former audit partner of a large regional accounting firm, Andrew formed Aclarian in 2020, providing outsourcing, consulting, and advisory services entirely devoted to serving Florida local governments. Aclarian also created and provides a web-based local government ERP software solution that provides users with a modern, efficient alternative to traditional government accounting systems and eliminates manual, redundant business processes typically found in a local government's current technology environment.

Andrew is a frequent speaker at various local and state-wide conferences throughout Florida, primarily affiliated with the Florida Government Finance Officers Association (FGFOA).

#### Client experience (partial)

Town of Cape Coral	Hillsborough County Aviation Town
Town of Dade Town	Hillsborough Transit Town (HART)
Town of Lake Worth Beach	Lee County Metropolitan Planning Org.
Town of Madeira Beach	Manatee County
Town of New Port Richey	Pasco County
Town of Port Richey	Pinellas County
Town of Safety Harbor	Pinellas Suncoast Transit Town
Town of Starke	Sarasota County
Town of Temple Terrace	TB Advanced Manufacturing Skills Initiative
Clearwater Downtown Development Board	Tampa Bay Area Regional Transportation Auth.
Collier County	Tampa Hillsborough Expressway Town
Forward Pinellas	Village of Indiantown
Town of Hampton	Town of Redington Beach
Town of Crescent Town	Glades County (BOCC & Clerk of Court)
Town of Bushnell	Town of Cocoa
Town of High Springs	Town of Moore Haven
Town of Groveland	Town of Kenneth Town

#### Education and professional involvement

- Bachelor of Arts in Accounting from the University of Notre Dame, Notre Dame, Indiana
- Master of Accountancy from the University of South Florida, Tampa, Florida
- American Institute of Certified Public Accountants
- Government Finance Officers Association (GFOA)
- Florida Government Finance Officers Association (FGFOA)



# Mike Fitzgerald, MBA, CGFO, CPPO

Aclarian LLC ([www.aclarian.com](http://www.aclarian.com))

Vice President

813-205-7831  
mfitzgerald@aclarian.com



## Profile

Mike has over 34 years of public and private finance experience. He currently serves as Vice President of Outsourced Services for Aclarian LLC, providing outsourcing, consulting, and advisory services entirely devoted to Florida local governments. Aclarian also provides a web-based local government ERP software solution that provides users with a modern, efficient alternative to traditional government accounting systems and eliminates manual, redundant business processes typically found in a local government's current technology environment.

Mike has held various COO / CFO / Managerial roles in private equity firms, Anheuser-Busch, KPMG, Booz Allen & Hamilton, local governments and as an officer in the United States Air Force. His government experience is listed below.

## Client Experience (partial)

Broome County	Hillsborough County
Town of Dade Town	Miami/Dade County
Town of Lake Worth Beach	Nassau County
Town of Madeira Beach	New York Board of Education
Town of Starke	United States Air Force (USAF)
Town of Tampa	United States Army (USA)
Government Accounting Office (GAO)	United States Navy (USN)
Government Printing Office	Special Operations Command (SOCOM)

## Education and Professional Involvement

- Bachelor of Arts from the University of South Florida
- Master Business Administration from the University of Tampa
- Florida Government Finance Officers Association (FGFOA)
- Certified Government Financial Officer (CGFO)
- Certified Public Procurement Officer (CPPO)
- President - Government Finance Officers Association – Hillsborough County

# Jody E. Young, CPM, CGFO

Aclarian LLC ([www.aclarian.com](http://www.aclarian.com))

Senior Consultant  
Brooksville, FL

352-293-5393  
jyoung@aclarian.com



## Profile

After spending almost 14 years in governmental finance, starting as an AP Specialist, learning every aspect of finance, and eventually becoming Finance Director, Jody then served four years as a City Manager. Jody managed the day-to-day operations of a full-service City with a \$14 million operating and capital improvements budget, and more than doubled the City's financial position during her four-year tenure as City Manager. Jody joined Aclarian in 2022, as a Senior Consultant, providing governmental financial consulting, and advisory services entirely devoted to serving Florida local governments. Aclarian also provides a web-based local government ERP software solution that provides users with a modern, efficient alternative to traditional government accounting systems and eliminates manual, redundant business processes typically found in a local government's current technology environment.

In 2019, Jody received The Larry Hobart 7 Hats Award from the American Public Power Association, which recognizes utility managers who serve in the nation's smaller communities and whose variety of management responsibilities extends well beyond those of a manager in a larger system with a larger staff.

## Core Competencies

Budgeting and Budget Management  
Accounting and Auditing  
Grant Management and Accounting  
Project Management  
Banking and Cash Reconciliation  
Investment Management  
Data Analysis  
Local Government Background  
Creative Problem Solver

Accounts Payable/Receivable  
Inventory Tracking and Management  
Purchasing  
Capital Asset Management  
Payroll and Benefits Management  
Pension Plan Management  
Cross-Functional Communication and Teams  
Analytical Thinker  
Exceptional Organization Skills

## Education and professional involvement

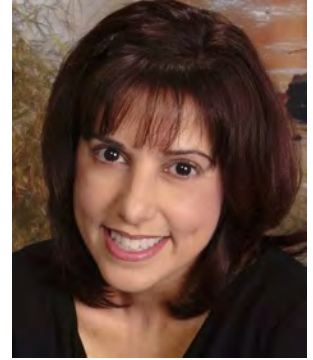
- Bachelor of Arts in Business Administration/Accounting Specialization from Saint Leo University, Saint Leo, FL
- Certified Public Manager (CPM) from The Florida Center for Public Management, Florida State University
- Certified Government Finance Officer (CGFO), Florida Government Finance Officers Association
- Government Finance Officers Association (GFOA)
- Florida Government Finance Officers Association (FGFOA)

# Marilyn Aruca,

Aclarian LLC ([www.aclarian.com](http://www.aclarian.com))

Senior Accountant – Outsourced Services  
St. Petersburg, Florida

727-238-0739  
maruca@aclarian.com



## Profile

Marilyn's career in finance and accounting expands over 25 years. She has worked for both governmental agencies and private sector entities within multiple industries predominantly within the Tampa Bay area.

As an accounting and finance professional, her experience brings a diverse array of knowledge across financial sectors such as the payment card industry, banking and credit unions, real estate trust companies, local government (transit), and also at the federal level, the U.S. Treasury (IRS).

Marilyn joined Aclarian in the summer of 2021 and provides outsourcing, consulting, and advisory services for the firm. Upon joining Aclarian, Marilyn has performed staff and senior accountant duties for numerous public and private sector clients, including City of Dade City, City of Groveland, Town of Kenneth City, Framework Group, and BWG Concrete. Duties have included invoice and payment processing, approving payroll registers, completing monthly bank reconciliations, preparing and reviewing journal entries, and performing month-end and year-end closing and audit preparation procedures.

## Prior Work History

EJ Bickley Trust  
Pinellas Suncoast Transit Authority  
MarineMax Inc.  
Direct Web Inc.

FIS Global Inc.  
EFunds  
Internal Revenue Service  
PSCU Financial Services

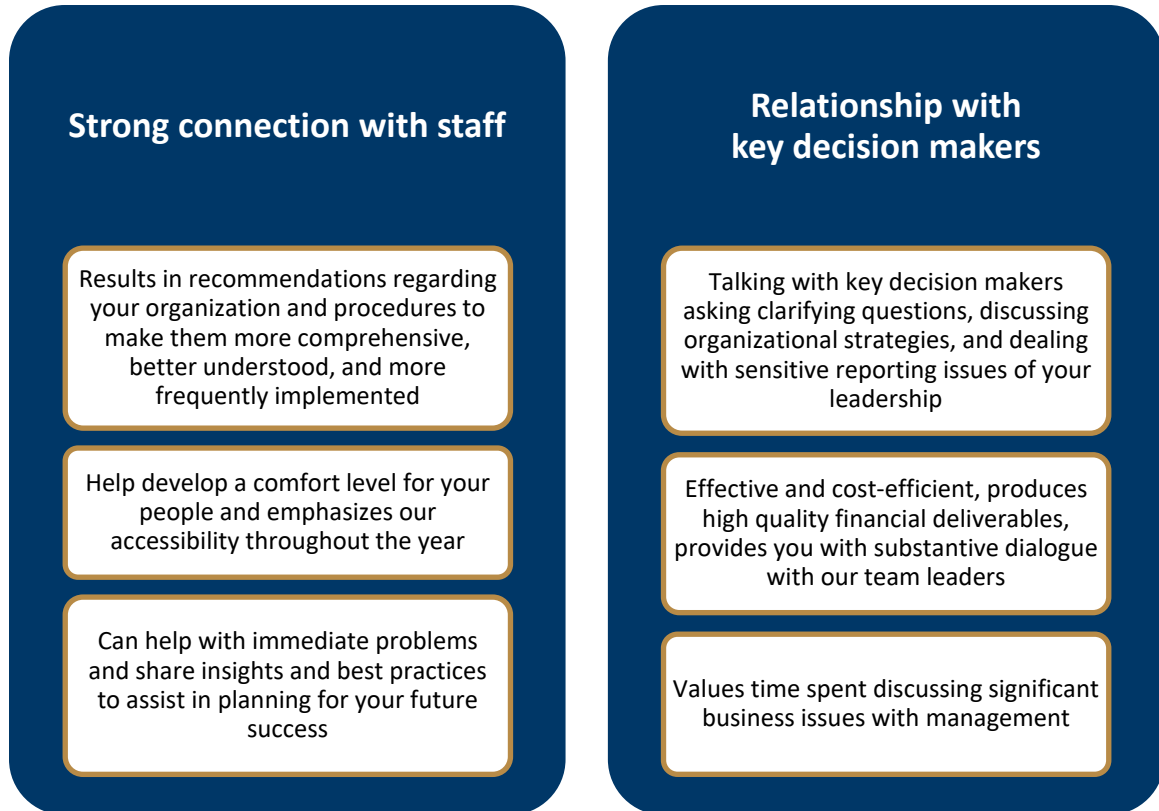
## Prior Education

- Bachelors degree in Finance, Georgia State University, Atlanta, GA; Magna Cum Laude
- Associates Degree in Accounting, St. Petersburg College, St. Petersburg, Florida

## 7. PROJECT IMPLEMENTATION STRATEGY

### Know the client, serve the mission.

We believe our services are a contributing factor to better business and administrative practices. We gain a better understanding of your plan by working closely with your staff.



Timely and accurate financial services give the highest degree of transparency to the citizens of Kenneth City. As your contracted Finance Department, we are confident we can deliver sustainable results which will help you better manage all operations of the Town.

### Understanding of work to be performed

We will perform our services in accordance with generally accepted accounting principles and industry best practices. Through the course of our financial services, if we encounter any opportunities to strengthen existing internal controls, enhance operational efficiencies, or improve financial management, we will communicate our recommendations to you.

### **We acknowledge that we are responsible for, but not limited to:**

- 1) Serving as the Town's primary financial services provider to assist in oversight of the day to day financial operations of the Town as required of the Town Manager by the Town Charter.
- 2) Be responsible for assisting the Clerk and Manager, as their roles are defined by the Town charter and ordinances, in accounting and pre-audit budget formulation and execution.
- 3) Collection of revenues and such other treasury management activities under the supervision of the Town Clerk.
- 4) Providing support to existing Town personnel in grant administration and reporting, including preparation of reports as necessary and required .
- 5) Under the supervision of the Town Manager, be responsible for:
  - a) Payroll for Town's employees.
  - b) Accounts payable for all fund accounts.
  - c) Monthly financial reporting for all fund accounts.
  - d) Bank reconciliation for all fund accounts.
  - e) Development of financial policies and procedures for the Town in accordance with generally accepted accounting principles.
  - f) Prepare financial impact statements for Town projects, union contracts, and new state and federal legislation affecting the Town.
  - g) Assist the Town Manager with Preparation of Annual Budget and Interim Budget Amendments.
  - h) Any other financial responsibilities that shall be assigned from time to time by the Town Manager.

Our services will consist of a combination of remote and onsite work. While onsite, we will work closely with the Town's internal team and other contracted resources to provide strategic direction in order to advance our mission. That mission is to meet all necessary compliance functions while striving to improve the Town's efficiency and effectiveness of operations. Remote support will also be provided each week throughout the duration of our relationship. Examples of remote support includes leading the audit preparation effort, reviewing reports and other deliverables as needed, such as periodic reconciliations and other compliance deliverables, and preparing or reviewing journal entries or other transactions in the ERP accounting system when necessary. Our consultants' Aclarian ERP experience is wide-ranging, as we serve as outsourced Finance Director for other municipalities that utilize the Aclarian ERP system, namely City of Madeira Beach and City of Dade City.

We utilize a service model that includes clear roles and responsibilities for your financial services. Our approach will include the following key components:

- **Struture and Organizational Development**
- **Systems Review, Training and Implementations**
- **Business Processes Review, Workflow, and Enhancements**
- **Accounting Operations Day to Day**
- **Budget, Financial Reporting and Audit Coordination**



**Proven Methodology.** *Each of the above steps benefits from the perspectives and contribution from your proposed Aclarian team members, managed through an efficient, innovative process.*

**With our combined team experience of many implementations, we have learned a number of things to make this process better. Typical examples include:**

1. **Entity-Wide Buy-In:** It is critical to have all parts of the Town informed of the plans and get everyone involved in the solution. Change management includes departments in key activities, such as: Initial Demonstration, Project Kick-off, and Business Process Review Sessions.
2. **Data Conversion/Review:** Mistakes converting data delay projects, cause rework, and negatively affect team member morale. To ensure that there are no data conversion errors, we do two things. First, we review the data with the key stakeholders early in the process. This provides ample time to correct any data conversion issues. Second, for critical systems like Utility Billing and Payroll, we run at least one, and sometimes two, cycles in parallel (where applicable).
3. **Test Data and Environment:** When problems with data or processes arise late in the project, it is much more difficult to correct them. We believe that providing access to a test system, with your test data, allows for any potential problem identifications and corrections early without impacting the project schedule.
4. **Integrations:** It may be necessary to provide integration to another system that was not planned for. Aclarian makes every effort to help identify integrations. Aclarian also provides “code-less” configurable integrations. These allow for the creation of exports or imports into a wide variety of formats, without writing any software.
5. **Hardware:** Delays in procuring hardware can have disastrous impacts on the project schedule. To head off any delays, we meet with your IT team early on in the project to review planned hardware. Access to the Aclarian ERP system only requires a device (such as a desktop, laptop, tablet, iPad, or even a phone), internet and web browser access. Given the minimal hardware and compatibility requirements needed to implement and utilize the Aclarian ERP system, constraints to access the Aclarian ERP rarely if ever arise. As an added security measure, some clients desire to implement Multi-Factor Authentication (MFA) as part of the login process into the Aclarian portal. In those cases, an authentication device, such as a mobile phone or tablet, is generally preferred.
6. **Manage the Unexpected:** Aclarian prides itself on being responsive, both in terms of training and development. If an unforeseen issue arises, our “Never let a customer fail” motto guides our response. We work together to find a way to resolve the problem and keep the project on schedule.

To ensure that there are no data conversion errors, we provide continued assistance throughout the process. We provide templates containing data format, but we are also flexible with regard to how we receive the data. With regard to general ledger data, we will assist with confirming transaction detail agrees to balances per trial balance. And we can import as much historical data as each client requests.

We have the following teams that play an integral role in the implementation and data extraction process:

- Implementation Team = Responsible for collaborating with the client to determine the most efficient manner requiring the least amount of effort from the client to extract data from the legacy system import into the applicable Aclarian SQL tables
  - Software Development Team = Oversees the process to import the data files provided by the implementation team into the Aclarian database tables.
  - Quality Assurance Team = Performs testing and reconciliation procedures to ensure that the data was accurately and completely transferred into the Aclarian platform. In addition to Aclarian's internal QA team, we will also establish a test environment (referred to as the User Acceptance Testing, or UAT, environment) that our clients can access and review the data that was imported and perform test transactions.
- A.** Our solution is a cloud-based web application. The only requirement is a modern browser, i.e. Google Chrome, Microsoft Edge, Firefox, or Safari. Thus, there are no hardware requirements other than a computer (desktop, laptop, virtual PC, tablet, or even cell phone) with an internet connection and access to a web browser. Also, our cloud solution is highly scalable, We host the application in the cloud using Microsoft Azure, which give us the ability to scale horizontally (# of servers) and vertically (size of servers). We can support as many users as an entity requires. Our solution supports unlimited concurrent users, and system performance is not affected by the volume of users at any given time.



## PROPOSED SOFTWARE SOLUTION

Upon engagement, the Aclarian team lead, Andrew Laflin, will begin with a thorough understanding of the specific scope of the project, including timeline, deliverables, and execution. At that time, team members will be assigned to assist, using open discussion with the Town project manager to discuss integration of Aclarian team members on the project. Frequent status updates and communication preferences will be delivered as directed.

Since Aclarian's inception, Andrew has assembled a team of highly experienced and talented individuals who have dedicated most of their careers to working in a local government environment in a senior management capacity. Our team members leverage each other's strengths to provide a full service model that is needed to provide a complete government-wide solution.

MODULE	DESCRIPTION
Billing & A/R	Create invoices on customized template with client logo. 'Email Invoice' option automatically sends invoices and reminders to customers via email. Create an online billing and payment web portal for customers to make payments online. Includes automatic GL entries for invoice creation and payment if made online. Includes Sanitation and Stormwater billing.
Budgeting	Establish relevant budget configurations, such as entity-wide pay increases (COLA), retirement percentages, health insurance amounts per employee, etc. Personnel costs are automatically calculated based on employee data inputs. Customized reporting can be export to PDF, Word, or Excel and used for creating the annual budget document for adoption.
Capital Assets	Perform inventories and scan equipment, vehicles, etc. containing bar codes using a cell phone or tablet. Maintain a picture of the scanned item with record of scan history. Within capital outlay reporting, associate capital asset additions with capital outlay entries and easily identify potentially unrecorded assets. Attach and store equipment and vehicle registration information and repair and maintenance documentation within individual asset records in Aclarian's Asset Management for well-organized status tracking.
Central Cashiering	All customer collections from various billing sources logged in the Central Cashiering module and segregated by user (cashier), which as a strong internal control measure, allows for reliable reconciliation and close out procedures by each cashier.
Financial Reporting	Generate schedules, tables, and statements based on general ledger balances and data from Budgeting, Capital Assets, and other modules as needed that can be used to effortlessly create sections of the Annual Comprehensive Financial Report (ACFR), budget book, or other financial reporting deliverables as requested by the client.

General Ledger	Aclarian's journal entry form includes Excel import option for journal entry line items, allows users to create templates for recurring entries to be saved and later retrieved, and recurring entries can be scheduled with automatic reminders to the assigned user. Aclarian's reporting tool, AG Grid, is a fully-featured and highly customizable JavaScript data grid. It allows for custom filtering, customizable appearance, data export to CSV or Excel, grouping/aggregation, and has a look and feel that is almost identical to data filtering and producing pivot tables in Excel.
Human Resources	Post and receive job applications online. Make annual benefit elections or changes to existing elections due to qualifying events. Easily manage employee status changes, such as departmental transfers, position changes with pay increases, leave of absences, and more. Complete custom-designed performance evaluation forms for employees...all of which send notifications via email and dashboard and go through workflow approval.
Interface w/Applications	The Aclarian Interface module will display the status of file transfers from external software applications that interface automatically with the Aclarian ERP system typically through API call or SFTP upload. This module can also store additional data from other applications and provide reporting using AG Grid in accordance with user specifications. Capable of interfacing with existing Property Tax Billing software.
Payments	Scan receipts and record itemized transactions in the purchasing/credit card form. Instruct vendors to submit invoices online via a custom-built online Vendor Portal, and the invoice information entered automatically creates an Invoice Approval Form (including attachments). Aclarian's Auto-Pay payment processing service automatically sends vendor payments via mailed check or via electronic ACH, as well as automatically transmit a Positive Pay file to the client's banking institution.
Payroll	Employees can enter time via an easily accessible time clock that starts and stops with a single button click and can be affixed at a client location. Employees can request time off using a form with workflow approval, which automatically logs the even on the employee's timesheet. Tracking time, managing personal time off, and processing payroll has never been so easy.
Projects & Grants	Track project and grant activity using assigned project and grant numbers that will be included in the GL string. Easily track revenues and expenses by project and grant through integration with the general ledger. Dictate notes and respond to comments regarding project status within Project/Grant Management; add sub-tasks and close projects and grants through simple form creation. Also included is project burdening via integration with Aclarian Payroll timesheet as projects and grants are created, allowing employees to charge time to applicable projects and grants as applicable.
Purchasing	Purchase Requisition Forms can be customized according to a specific procurement policy (form can require documentation of written bids, quotes, or other documentation for sole source or emergency purchases, etc.). Enable vendors to register to do business with the entity online via a link to the entity's website, which will automatically populate a New Vendor Form. Allow for workflow approval of bids and contracts and manage contract status (such as

	upcoming expiring contracts and insurance requirements) through Contract Management.
Task Management	Employees can manage tasks ranging from the Finance team preparing for the year end audit to the Public Works and Utilities departments establishing and assigning work orders using custom developed forms to assign to individuals and approvers via workflow. Work Order Forms include Google Maps and Google Earth views when entering property addresses.
Treasury Management	Perform bank reconciliations efficiently within Aclarian's Treasury Management module. Either manually Import transaction files from the bank, or Aclarian can automatically receive daily BAI2 or CSV files directly from the bank containing deposit and withdrawal transactions. Amounts per bank and per GL with matching check numbers, amounts, or other possible unique identifiers will automatically be matched. Complete monthly bank reconciliation forms based on transaction matching results within the Bank & GL Transaction listing.
User Management	Authorized employees can manage access for users by restricting the modules, forms, data management items, and reports that each user can access. Allow certain users to skip approvers, edit forms currently in workflow approval, and view all forms for a particular form section within Form Search. Also, create workflow groups (such as Capital Assets Approvals Group or A/P Processing Group) and determine the number of approvals required as a workflow step for each created workflow group.

### Generic 6-Month Implementation Plan

	<u>DESCRIPTION</u>	<u>M1</u>	<u>M2</u>	<u>M3</u>	<u>M4</u>	<u>M5</u>	<u>M6</u>	<u>M7</u>
1	PROJECT PLANNING							
2	PROJECT MANAGEMENT							
3	CHANGE MANAGEMENT							
4	SOFTWARE INSTALL/URL/PORTALS							
5	BUSINESS PROCESSES & WORKFLOWS							
6	POLICY & PROCEDURES							
7	INTERFACES							
8	DATA CONVERSION/CROSSWALKS/TABLES							
9	REPORTING/DASHBOARDS							
10	TRAINING							
11	TESTING							
12	GO LIVE							
13	POST PRODUCTION SUPPORT							

## Phased Approach

Software implementations can be categorized as a “phased approach” or “big bang” approach. The appropriate approach can be determined during contract negotiations and/or Project Planning step.

Best practices lean towards a phased approach, so that both the client and Aclarian can match resources more efficiently. This allows the client to be able to dedicate resources to the implementation, while simultaneously running the day-to-day demands of the municipality.

### Phase I

Major Business Process (Module)	Minor Business Process
General Ledger	Chart of Accounts, Fund, Department, Account, Project/Grants, Crosswalks, Historical Data Conversion and Reporting
Purchasing	Purchasing Methodology, Purchase Requisition, Change Order, Bid Form, Vendor Management and Reporting
Billing & A/R (Non-Utility)	Customers, Invoicing, Collections and Reporting
Cashiering	Segregation by Cashier, Close Out, Reconciliation and Reporting
Payments (A/R)	Check Request, Invoice w PO, P Card, Auto Pay, Check Batch, and Reporting
Workflow	Configure by Department, \$\$ Thresholds
Dashboard	Configure by Business Process, Tasks, Graphs
Project & Grants	Project and Grant Management configuration and Reporting
Interfaces	External Applications, API Calls, SFTP Upload. Fully capable of integrating with the Town’s existing Property Tax Billing software, if desired
Reporting	Applicable reports and training completed

### Phase II

Major Business Process (Module)	Minor Business Process
Budgeting	Personnel, Operating, Capital and Reporting
Work Order	Service Category, Service Type, Resources and Reporting
Contracts Management	Document upload, Workflow, Contract Dates, Certificate of Insurance Dates and Reporting
Capital Assets	Additions, Transfers, Disposals, QSR Coding and Reporting
Business Licensing	Business Management, Invoicing, Receiving and Reporting

Treasury Management	Cash, Investments, Bank Reconciliation and Reporting
Web & Portals	Main Web Site, On-line Payments, Vendor Portals,
Reporting	Applicable reports and training completed

### Phase III

Major Business Process (Module)	Minor Business Process
Sanitation & Stormwater Billing	Customer Service, Billing, Collections
Human Resources & Payroll	Employee, Time & Attendance, Payroll, Web Self Service and Reporting
Custom Reporting	Applicable reports and training completed
Contingency	Any non-essential modules listed above that were delayed and pushed to the final Phase



## 8.SAMPLE DOCUMENTATION

Using the Revenues & Expenses Report and Budget Vs Actual Report, the Aclarian outsourced Finance Director for the City of Dade City was able to easily export to Excel multiple years of revenue and expense balances, as well as budget balances for both inflows and outflows. The exported data contained balances by GL account for each fund, but the report also included fund, department, and account grouping information, such as Fund Group, Character, Function, and more.

As a result of this easily exported data from Aclarian’s General Ledger module, the Aclarian team was quickly able to prepare a financial reporting deliverable to the City of Dade City Commissioners. See report deliverable at Exhibit A.

### REVENUE & EXPENSES REPORT MENU – ACLARIAN ERP:

### BUDGET VS ACTUAL REPORT EXAMPLE: SANITATION FUND – ACLARIAN ERP:

Budget vs Actual Report

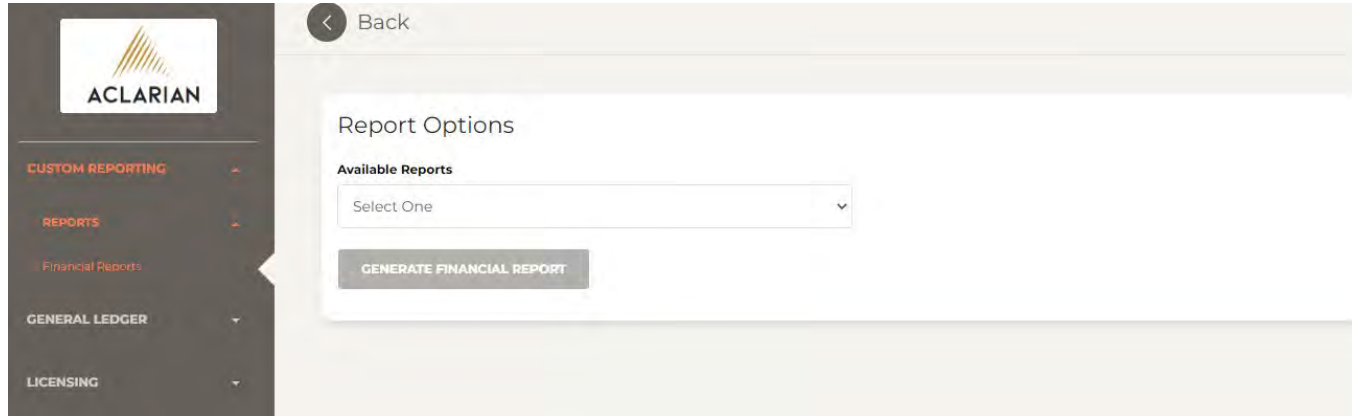
Page Size: 20 SHOW FILTERS EXPORT

Account	Account Description	Original Budget	Revised Budget	Actual	Encumbrances	Remaining Balance
430.1760.543001	Utility Services - Elelectric	\$300	\$300	\$295.56	\$0	\$4.44
430.1760.546001	Buildings & Grounds Maintenanc...	\$4,000	\$4,000	\$5,450.63	\$0	(\$1,450.63)
430.1760.552003	Operating Supplies - Equipment	\$0	\$0	\$2,525	\$0	(\$2,525)
430.1760.531004	Professional Services - Lab Testi...	\$12,000	\$12,000	\$0	\$0	\$12,000
430.1760.323700	Franchise Fees - Solid Waste	(\$28,500)	(\$28,500)	\$35,241.68	\$0	(\$63,741.68)
430.1760.549000	Other Current Charges	\$1,000	\$1,000	\$0	\$0	\$1,000
430.1760.343400	Garbage Service Charges	(\$337,300)	(\$337,300)	\$320,292.14	\$0	(\$657,592.14)
430.1760.548001	Ads & Legal Notices	\$0	\$0	\$457.05	\$0	(\$457.05)
430.1760.591005	Overhead Contribution to Gene...	\$35,000	\$35,000	\$0	\$0	\$35,000
430.1760.548002	Licenses & Permits	\$0	\$0	\$2,000	\$0	(\$2,000)
430.1760.534000	Other Contractual Services	\$307,500	\$307,500	\$304,236.47	\$0	\$3,263.53

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In addition, Aclarian has a Custom Reporting module that allows a user to customize the report features, including not only data output but also formatting and style (such as entity colors, logo, etc.). See below for an example of an output from the Custom Reporting module for a client user, City of Madeira Beach:

**CUSTOM REPORTING MODULE:**



**EXAMPLE REPORT OUTPUT:**

Inflows	THROUGH:		SEPTEMBER 08, 2022			
	FY 2020 Actual	FY 2021 Actual	FY '21 Year To Date Actual	FY '22 Year To Date Actual	FY '22 Amended Budget	% Of Budget
125.5240.322000-Building Permits	\$803,188	\$978,748	\$978,748	\$1,074,614	\$1,300,000	83 %
125.5240.322901-Plan Review	\$1,100	\$0	\$0	\$0	\$500	0 %
125.5240.329103-Reinspection Fees	\$0	\$100	\$100	\$100	\$0	10,000 %
125.5240.329501-Applications/Fees	\$246	\$9,060	\$9,060	\$0	\$15,000	0 %
125.5240.361100-Interest Earnings	\$20,101	\$21,664	\$21,664	\$14,808	\$15,000	99 %
125.5240.369900-Other Miscellaneous Revenues	\$800	\$0	\$0	\$1,959	\$1,000	196 %
125.5240.369903-Refund Prior Year Expenses	\$934	\$11,681	\$11,681	\$0	\$0	0 %
125.5240.369906-Insurance Proceeds	\$0	\$0	\$0	\$3,231	--	--
<b>Total</b>	<b>\$826,369</b>	<b>\$1,021,254</b>	<b>\$1,021,254</b>	<b>\$1,094,713</b>	<b>\$1,331,500</b>	

## 9. COST/FEE PROPOSAL

See Aclarian's standard pricing schedule for ERP and outsourced consulting services at Exhibit B. The Aclarian standard pricing schedule was used to populate Form 15 – Price Proposal.



## 10. ATTACHMENTS

### **Exhibit A – Sample Reporting Deliverable Generated From Aclarian ERP System**

# Inflows by Fund – YTD Through June ‘22



## MULTI-YEAR TOTAL INFLOWS BY FUND

Fund Name	2017	2018	2019	2020	2021	2022
Building Services Fund				523,023.82	591,619.94	462,438.89
Community Development Block Grant Fund		23,335.16	677,000.00	597.00	330.32	
CRA Fund	274,188.26	158,985.27	166,740.05	182,198.96	200,563.87	127,158.43
General Fund	5,631,275.10	5,696,223.82	7,498,281.72	5,739,368.57	6,838,024.73	4,940,525.07
Local Government Infrastructure Surtax Fund	1,038,188.99	1,033,324.32	1,130,800.19	1,163,609.66	1,511,037.73	1,073,363.86
Local Option Gas Tax Fund	256,546.70	268,517.19	277,785.14	319,363.65		
Public Safety Impact Fees Fund	645.74	567.15	933.53	11,357.41	15,977.53	111,192.40
Public Utility Fund	4,139,380.68	3,266,564.09	3,845,235.94	3,776,147.86	4,606,482.22	3,531,954.34
Sanitation Fund	278,132.71	272,032.02	279,652.60	282,475.52	274,386.64	296,274.97
Sewer Impact Fees Fund	29,855.39	58,830.60	46,859.42	607,829.02	775,315.00	1,902,922.00
Stormwater Management Fund	253,036.19	199,742.25	954,261.21	1,811,477.57	141,249.88	1,501,705.78
Transportation Impact Fees Fund	8,268.01	27,518.41	22,134.48	191,095.06	410,003.30	856,132.00
Water Impact Fees Fund	13,292.66	14,956.21	20,145.19	279,447.25	275,074.50	672,697.50
<b>Total:</b>	<b>11,922,810.43</b>	<b>11,020,596.49</b>	<b>14,919,829.47</b>	<b>14,887,991.35</b>	<b>15,640,065.66</b>	<b>15,476,365.24</b>

# Outflows by Fund – YTD Through June ‘22



## MULTI-YEAR TOTAL OUTFLOWS BY FUND

Fund Name	2017	2018	2019	2020	2021	2022
Building Services Fund				275,343.99	268,762.48	186,313.85
Community Development Block Grant Fund	1,301.44	22,033.60	677,000.12	596.74	330.32	8,687.12
CRA Fund	380,931.50	216,569.81	127,544.24	314,009.28	142,383.00	73,260.72
General Fund	5,077,777.89	5,325,659.63	7,470,112.55	6,728,039.88	6,660,983.05	4,858,716.02
Local Government Infrastructure Surtax Fund	1,095,766.53	569,374.50	927,764.16	1,482,271.18	1,097,980.55	716,859.42
Local Option Gas Tax Fund	254,949.65	267,752.84	276,456.29	314,184.97	29,329.02	
Public Safety Impact Fees Fund					1,668.15	73,700.00
Public Utility Fund	3,589,252.29	3,616,857.46	3,832,621.47	5,832,719.33	2,436,331.88	3,736,428.09
Sanitation Fund	258,650.44	268,531.29	253,558.53	259,012.61	302,534.48	250,933.75
Sewer Impact Fees Fund			12,000.00		40,469.00	
Stormwater Management Fund	385,699.61	180,848.49	839,262.75	2,149,406.28	146,618.98	133,216.43
Transportation Impact Fees Fund					4,975.00	
Water Impact Fees Fund			6,000.00			
<b>Total:</b>	<b>11,044,329.35</b>	<b>10,467,627.62</b>	<b>14,422,320.11</b>	<b>17,355,584.26</b>	<b>11,132,365.91</b>	<b>10,038,115.40</b>

# Outflows by Function – YTD Through June ‘22



## MULTI-YEAR TOTAL OUTFLOWS BY FUNCTION

Fund Name	2017	2018	2019	2020	2021	2022
Culture & Recreation	397,724.54	352,190.81	2,276,044.67	1,116,497.32	550,846.73	345,898.72
Economic Environment	380,931.50	216,569.81	127,544.24	314,009.28	142,383.00	73,260.72
General Government	2,067,134.86	2,189,504.77	2,314,968.15	2,481,948.29	2,508,309.11	1,748,197.97
Physical Environment	4,648,110.46	3,953,578.50	5,269,681.54	9,120,589.80	3,412,101.09	4,652,376.42
Public Safety	2,809,284.32	2,988,152.84	3,571,999.24	3,475,763.91	3,742,883.54	2,720,044.49
Transportation	741,143.67	767,630.89	862,082.27	846,775.66	775,842.44	498,337.08
<b>Total:</b>	<b>11,044,329.35</b>	<b>10,467,627.62</b>	<b>14,422,320.11</b>	<b>17,355,584.26</b>	<b>11,132,365.91</b>	<b>10,038,115.40</b>

# Outflows by Department – YTD Through June ‘22



## MULTI-YEAR TOTAL OUTFLOWS BY DEPARTMENT

Fund Name	2017	2018	2019	2020	2021	2022
Building Services	142,741.44	149,061.34	160,802.75	274,950.79	270,633.53	184,956.52
CDBG	1,301.44	22,033.60	677,000.12	596.74	330.32	8,687.12
City Attorney	63,088.69	94,364.35	89,739.19	78,548.02	85,570.13	62,983.66
City Clerk	77,641.61	87,892.53	97,373.27	109,147.58	121,269.07	114,468.75
City Commission	49,992.62	54,242.62	49,716.76	44,536.23	44,034.69	35,026.88
City Manager	241,696.53	239,776.47	277,319.63	263,057.30	277,662.74	244,654.97
Community Redevelopment	380,931.50	216,569.81	127,544.24	314,009.28	142,383.00	73,260.72
Facilities Maintenance	252,396.88	286,205.94	274,683.30	283,084.06	301,112.59	262,506.67
Finance	255,456.85	267,998.07	247,507.63	242,677.16	249,563.19	211,058.96
Fleet Maintenance	125,591.09	154,719.46	164,462.05	159,257.83	181,663.34	134,327.09
Information Technology	180,808.71	155,432.62	236,189.26	122,291.37	268,144.68	281,573.80
Infrastructure Surtax	1,095,766.53	569,374.50	927,764.16	1,482,271.18	1,097,980.55	716,859.42
Local Option Gas Tax	254,949.65	267,752.84	276,456.29	314,184.97	29,329.02	
Non Departmental	681,258.41	683,334.68	682,692.74	897,896.25	709,466.25	185,061.27
Parks & Grounds	396,423.10	330,157.21	1,599,044.55	1,115,900.58	550,516.41	337,211.60
Planning & Development Serv	139,203.47	165,538.03	195,284.32	281,452.49	269,822.43	216,535.92
Police	2,383,875.64	2,548,430.13	3,093,662.50	2,951,103.73	3,107,889.09	2,318,127.21
Public Safety Impact					1,668.15	73,700.00
Public Works - Sanitation	258,650.44	268,531.29	253,558.53	259,012.61	302,534.48	250,933.75
Public Works - Stormwater	385,699.61	180,848.49	839,262.75	2,149,406.28	146,618.98	133,216.43
Public Works - Wastewater	754,405.79	623,687.32	738,470.62	724,090.64	996,315.73	1,055,277.39
Public Works - Water	1,813,238.08	1,958,370.71	1,944,164.37	4,193,661.90	531,372.06	2,239,628.50
Safety Services	282,667.24	290,661.37	317,533.99	249,709.39	362,692.77	143,260.76
Sewer Development			12,000.00		40,469.00	
Streets	486,194.02	499,878.05	585,625.98	532,590.69	741,538.42	498,337.08
Transportation Impact					4,975.00	
Utility Finance	340,350.01	352,766.19	548,461.11	312,147.19	296,810.29	256,460.93
Water Development			6,000.00			
<b>Total:</b>	<b>11,044,329.35</b>	<b>10,467,627.62</b>	<b>14,422,320.11</b>	<b>17,355,584.26</b>	<b>11,132,365.91</b>	<b>10,038,115.40</b>

# Inflows by Type – YTD Through June ‘22



## MULTI-YEAR TOTAL INFLOWS BY TYPE

Fund Name	2017	2018	2019	2020	2021	2022
Charges For Services	3,589,249.59	3,566,593.07	3,593,698.57	3,999,256.78	4,271,378.03	3,897,270.56
Intergovernmental Revenue	1,032,725.19	995,508.15	3,091,295.71	979,556.66	1,539,307.43	839,760.57
Judgements, Fines, & Forfeits	37,430.94	55,577.31	22,968.76	33,440.50	44,269.70	29,656.41
Miscellaneous Revenues	204,837.01	102,299.04	964,238.56	479,573.54	126,093.40	285,571.85
Other Sources	1,992,090.17	1,077,014.42	1,692,634.49	2,844,836.34	1,839,492.17	1,673,983.78
Permits, Fees, & Special Assessmen	967,910.80	993,418.30	1,145,409.14	2,103,411.02	2,727,027.27	4,689,855.01
Taxes	4,098,566.73	4,230,186.20	4,409,584.24	4,447,916.51	5,092,497.66	4,060,267.06
<b>Total:</b>	<b>11,922,810.43</b>	<b>11,020,596.49</b>	<b>14,919,829.47</b>	<b>14,887,991.35</b>	<b>15,640,065.66</b>	<b>15,476,365.24</b>

# Outflows by Type – YTD Through June ‘22



## MULTI-YEAR TOTAL OUTFLOWS BY TYPE

Fund Name	2017	2018	2019	2020	2021	2022
Capital Outlay	1,090,708.90	414,325.67	3,413,485.44	4,059,617.61	990,836.13	2,468,290.04
Debt Service	412,889.14	408,342.51	289,191.75	273,640.71	217,683.80	235,796.71
Grants And Aids	37,288.02	25,488.50	1,447.13	7,500.00	10,716.27	14,836.00
Operating Expenditures/Expenses	3,701,662.99	3,759,146.49	4,279,395.04	6,213,312.15	3,219,236.03	2,772,623.90
Other Uses	1,044,301.03	972,014.42	1,277,659.21	1,334,811.62	910,511.47	-
Personnel Services	4,757,479.27	4,888,310.03	5,161,141.54	5,466,702.17	5,783,382.21	4,546,568.75
<b>Total:</b>	<b>11,044,329.35</b>	<b>10,467,627.62</b>	<b>14,422,320.11</b>	<b>17,355,584.26</b>	<b>11,132,365.91</b>	<b>10,038,115.40</b>

# Largest Revenue Account Balances – Top 10



## MULTI-YEAR LARGEST TOTAL REVENUES BY ACCOUNT

Fund Name	2017	2018	2019	2020	2021	2022	Grand Total
Ad Valorem Taxes	1,792,084.63	1,869,573.60	2,027,821.87	1,892,814.89	2,098,400.64	2,261,773.73	11,942,469.36
Sewer Service Charges	1,486,473.56	1,533,671.73	1,592,244.28	1,716,974.93	1,991,156.84	1,703,576.91	10,024,098.25
Water Service Charges	1,502,294.25	1,478,246.29	1,514,409.21	1,592,784.84	1,581,868.32	1,362,634.33	9,032,237.24
Local Government Infrastructure Surtax	974,688.99	1,033,324.32	1,130,800.19	1,163,609.66	1,364,631.98	1,073,363.86	6,740,419.00
Impact Fees - Residential - Physical Environment	295,918.19	271,373.65	316,124.38	1,175,944.25	1,191,639.38	2,793,902.28	6,044,902.13
Proprietary - Federal Grants And Donations	-	105,000.00	414,975.28	1,510,024.72	782,574.95	1,283,423.00	4,095,997.95
Utility Service Tax - Electricity	553,205.96	571,579.70	570,321.75	563,367.96	599,817.07	478,595.68	3,336,888.12
Franchise Fee - Electricity	565,790.80	577,112.32	572,684.46	529,056.17	593,195.70	490,064.63	3,327,904.08
Half-Cent Sales Tax Program	436,748.68	465,686.84	496,001.15	488,401.62	583,823.53	421,576.46	2,892,238.28
State Shared Revenues	305,686.16	308,533.74	311,497.17	284,669.79	334,977.70	222,591.60	1,767,956.16
<b>Percent of Total:</b>	<b>66.37%</b>	<b>74.53%</b>	<b>59.97%</b>	<b>73.33%</b>	<b>71.11%</b>	<b>78.13%</b>	



# Largest Operating Expenditure Account Balances



## MULTI-YEAR LARGEST TOTAL OPERATING EXPENDITURES BY ACCOUNT

Fund Name	2017	2018	2019	2020	2021	2022	Grand Total
Salary And Wages	3,319,672.97	3,337,562.25	3,470,720.90	3,517,633.88	3,642,497.61	3,117,931.11	20,406,018.72
Other Contractual Services	685,132.49	511,244.08	980,718.94	777,996.67	704,894.64	711,985.52	4,371,972.34
Life And Health Insurance	478,226.12	482,601.07	526,361.76	563,092.51	578,661.97	508,958.90	3,137,902.33
Retirement Contributions - Police	206,436.09	250,452.84	318,442.22	544,689.75	564,299.25	220,134.95	2,104,455.10
Utility Services - Electric	325,190.25	305,015.32	368,086.15	285,949.53	309,708.36	294,959.13	1,888,908.74
Operating Supplies - Equipment	210,231.72	266,624.75	228,718.07	268,499.31	335,701.54	325,630.10	1,635,405.49
FICA Taxes	258,156.64	260,860.10	268,825.89	259,507.10	281,221.22	254,499.91	1,583,070.86
Interest Expense	288,961.21	242,844.28	233,726.07	221,677.08	217,683.80	43,031.65	1,247,924.09
Overtime	168,070.23	170,627.60	122,180.99	120,939.31	136,324.71	142,804.45	860,947.29
Operating Supplies - Motor Fuel & Oil	125,910.11	148,682.71	139,950.47	105,837.62	143,578.80	134,395.53	798,355.24
<b>Percent of Total:</b>	<b>54.92%</b>	<b>57.10%</b>	<b>46.16%</b>	<b>38.41%</b>	<b>62.11%</b>	<b>57.32%</b>	

# Budget Vs Actual Inflows – YTD Through June '22



## BUDGET VS ACTUAL INFLOWS BY FUND & ACCOUNT TYPE

Fund & Account Type Name	Revised Budget	Actual YTD	% of Total
<b>Building Services Fund</b>	<b>265,000.00</b>	<b>462,438.89</b>	
Charges For Services	65,000.00	63,063.70	97.0%
Permits, Fees, & Special Assessments	200,000.00	399,375.19	199.7%
<b>Community Development Block Grant Fund</b>	<b>700,000.00</b>	<b>-</b>	
Intergovernmental Revenue	700,000.00	-	
<b>CRA Fund</b>	<b>220,177.00</b>	<b>-</b>	
Other Sources	107,177.00	-	
Taxes	113,000.00	127,158.43	112.5%
<b>General Fund</b>	<b>8,020,365.00</b>	<b>4,940,525.07</b>	
Charges For Services	98,335.00	78,835.57	80.2%
Intergovernmental Revenue	3,114,895.00	839,760.57	27.0%
Judgements, Fines, & Forfeits	30,500.00	29,656.41	97.2%
Miscellaneous Revenues	226,900.00	240,583.75	106.0%
Other Sources	683,500.00	263,402.35	38.5%
Permits, Fees, & Special Assessments	580,000.00	501,383.22	86.4%
Taxes	3,286,235.00	2,986,903.20	90.9%
<b>Local Government Infrastructure Surtax Fund</b>	<b>1,362,675.00</b>	<b>1,073,363.86</b>	
Taxes	1,362,675.00	1,073,363.86	78.8%
<b>Public Safety Impact Fees Fund</b>	<b>89,800.00</b>	<b>111,192.40</b>	
Permits, Fees, & Special Assessments	89,800.00	111,192.40	123.8%

Fund & Account Type Name	Revised Budget	Actual YTD	% of Total
<b>Public Utility Fund</b>	<b>5,176,000.00</b>	<b>3,531,954.34</b>	
Charges For Services	4,111,000.00	3,486,966.24	84.8%
Miscellaneous Revenues	95,000.00	44,988.10	47.4%
Other Sources	970,000.00	-	0.0%
<b>Sanitation Fund</b>	<b>365,800.00</b>	<b>296,274.97</b>	
Charges For Services	337,300.00	268,405.05	79.6%
Permits, Fees, & Special Assessments	28,500.00	27,869.92	97.8%
<b>Sewer Impact Fees Fund</b>	<b>997,600.00</b>	<b>1,902,922.00</b>	
Permits, Fees, & Special Assessments	997,600.00	1,902,922.00	190.8%
<b>Stormwater Management Fund</b>	<b>2,565,000.00</b>	<b>1,501,705.78</b>	
Other Sources	2,350,000.00	1,283,423.00	54.6%
Permits, Fees, & Special Assessments	215,000.00	218,282.78	101.5%
<b>Transportation Impact Fees Fund</b>	<b>660,000.00</b>	<b>856,132.00</b>	
Permits, Fees, & Special Assessments	660,000.00	856,132.00	129.7%
<b>Water Impact Fees Fund</b>	<b>349,000.00</b>	<b>672,697.50</b>	
Permits, Fees, & Special Assessments	349,000.00	672,697.50	192.8%

# Budget Vs Actual Outflows – YTD Thru June ‘22



## BUDGET VS ACTUAL OUTFLOWS BY FUND & DEPARTMENT

Fund Name & Department Name	Revised Budget	Actual YTD	% of Total
<b>Building Services Fund</b>	<b>383,245</b>	<b>186,314</b>	
Building Services	383,245	186,314	48.6%
<b>CRA Fund</b>	<b>354,950</b>	<b>69,256</b>	
Community Redevelopment	354,950	73,261	20.6%
<b>General Fund</b>	<b>8,691,524</b>	<b>4,858,716</b>	
City Attorney	109,475	62,984	57.5%
City Clerk	169,335	114,469	67.6%
City Commission	43,655	35,027	80.2%
City Manager	349,073	244,655	70.1%
Facilities Maintenance	274,178	262,507	95.7%
Finance	353,870	211,059	59.6%
Fleet Maintenance	168,350	134,327	79.8%
Information Technology	332,116	281,574	84.8%
Non Departmental	107,177	-	0.0%
Parks & Grounds	430,558	337,212	78.3%
Planning & Development Services	402,107	216,536	53.9%
Police	3,071,595	2,318,127	75.5%
Safety Services	299,100	143,261	47.9%
Streets	2,580,935	498,337	19.3%
<b>Local Government Infrastructure Surtax Fund</b>	<b>2,503,800</b>	<b>716,859</b>	
Infrastructure Surtax	2,503,800	716,859	28.6%

Fund Name & Department Name	Revised Budget	Actual YTD	% of Total
<b>Public Safety Impact Fees Fund</b>	<b>-</b>	<b>73,700</b>	
Public Safety Impact	-	73,700	
<b>Public Utility Fund</b>	<b>7,200,925</b>	<b>3,740,428</b>	
Non Departmental	967,975	185,061	19.1%
Public Works - Wastewater	2,263,265	1,055,277	46.6%
Public Works - Water	3,218,079	2,243,629	69.7%
Utility Finance	751,606	256,461	34.1%
<b>Sanitation Fund</b>	<b>359,800</b>	<b>250,934</b>	
Public Works - Sanitation	359,800	250,934	69.7%
<b>Sewer Impact Fees Fund</b>	<b>997,600</b>	<b>-</b>	
Sewer Development	997,600	-	
<b>Stormwater Management Fund</b>	<b>2,565,000</b>	<b>133,216</b>	
Public Works - Stormwater	2,565,000	133,216	5.2%
<b>Transportation Impact Fees Fund</b>	<b>660,000</b>	<b>-</b>	
Transportation Impact	660,000	-	
<b>Water Impact Fees Fund</b>	<b>349,000</b>	<b>-</b>	
Water Development	349,000	-	

# **Exhibit B – Aclarian Standard Pricing Schedule**



# ACLARIAN SOFTWARE STANDARD PRICING MODEL

## SUBSCRIPTION FEES - STANDARD USER PACKAGE

Monthly Package	Monthly Rate
Dashboard & Form Search	No Cost - Available to All Users
Standard User Access - Bundled Package Option	\$60 Per User Per Month - Access to All Standard Modules (see listing below)
Standard User Access - HR & Payroll Only Option	\$30 Per User Per Month
Standard User Access Modules Include:	Billing & A/R, Budgeting, Capital Assets, Central Cashiering, Financial Reporting, General Ledger, Human Resources, Interface w/Applications, Inventory, Payments, Payroll, Projects & Grants, Purchasing, Task Management, Treasury Management, User & Workflow Management

## SUBSCRIPTION FEES - PREMIUM MODULES

Monthly Package	Monthly Rate
Code Enforcement	\$150 Per Month - Unlimited Users
Business Licenses	\$200 Per Month - Unlimited Users
Permitting	\$250 Per Month - Unlimited Users
Lease Accounting	\$300 Per Month - Unlimited Users
Utility Billing	\$350 Per Month - Unlimited Users

## SUBSCRIPTION FEES - HOSTING FEES

Monthly Package	Monthly Rate
Production Environment	\$300 Per Month
Testing & Training ("UAT") Environment	\$300 Per Month

## SUBSCRIPTION FEES - WEB APPLICATIONS

Monthly Package	Monthly Rate
Web Applications	\$30 Per Web Application Per Month
Web Applications Include:	Vendor Portal, Customer Online Application & Payment Portal, Invoicing & Collection Portal, Financial Transparency Site, Etc.

## BILLABLE SERVICES

Implementation Services	Cost	Education & Training	Cost
Software Development & Consulting Team	\$175 per hour	Training Consultants	\$175 per hour
Ongoing Support	Cost	Future Enhancements	Cost
Software Support Team	Included in Subscription - No Additional Charge	Software Development & Consulting Team	\$175 per hour
Outsourced Services	Cost	Outsourced Services	Cost
Senior Consultant	\$175 per hour	Consultant	\$70 per hour

### **Accounting/Finance Outsourced Staffing**

Staff Level	Rate Per Hour	Estimated			
		Hours Monthly	Monthly Price	Annual Price	5 Year Price
Senior Consultant	\$ 175.00	8	\$ 1,400	\$ 16,800	N/A
Consultant	\$ 70.00	35	\$ 2,450	\$ 29,400	N/A
<b>Total:</b>			<b>\$ 3,850</b>	<b>\$ 46,200</b>	

### **ERP Technology Solution - Core Price**

Cost Type	# of Users, Applications, etc. (Estimated)	Monthly Unit		Monthly Price	Annual Price	5 Year Price
		Cost	Cost			
Standard User Access	10	\$ 60	\$ 600	\$ 7,200	\$ 36,000	
Production Environment	1	\$ 300	\$ 300	\$ 3,600	\$ 18,000	
UAT Environment	1	\$ 300	\$ 300	\$ 900	\$ 900	
Web Applications	4	\$ 30	\$ 120	\$ 360	\$ 1,800	
<b>Total:</b>				<b>\$ 12,060</b>	<b>\$ 56,700</b>	

### **Price for Additional Modules**

Cost Type	# of Users (Estimated)	Monthly Unit		Monthly Price	Annual Price	5 Year Price
		Cost	Cost			
Payroll	25	\$ 30	\$ 750	\$ 9,000	\$ 45,000	
Building Permits	Unlimited	\$ 250	\$ 250	\$ 3,000	\$ 15,000	
Code Enforcement	Unlimited	\$ 150	\$ 150	\$ 1,800	\$ 9,000	
Human Resources		<i>Included with Payroll</i>				
Task Management		<i>Included with ERP Technology Solution - Core Price</i>				
<b>Total:</b>				<b>\$ 13,800</b>	<b>\$ 69,000</b>	

### **Lead and Manage ERP Transition**

Cost Type	# of Hours (Estimated)	Monthly Unit		Monthly Price	Annual Price	5 Year Price
		Cost	Cost			
Implementation Services	180	\$ 175	\$ 31,500	\$ 31,500	\$ 31,500	
Education & Training	50	\$ 175	\$ 8,750	\$ 8,750	\$ 8,750	
Ongoing Support	100	\$ -	\$ -	\$ -	\$ -	
Future Enhancements	75	\$ 175	\$ 13,125	\$ 13,125	\$ 13,125	
<b>Total:</b>				<b>\$ 53,375</b>	<b>\$ 53,375</b>	


# **Exhibit C – Executed RFP Forms for Submittal**

## FORM 1 PROPOSAL CHECKLIST

- Form 1: Proposal Checklist
- Form 2: Certification
- Form 3: Company Qualifications Questionnaire
- Form 4: Acknowledgment of Addenda
- Form 5: Single Execution Affidavit
- Form 6: Certification for Disclosure of Lobbying Activities on Federal Aid Contracts (Compliance with 49 CFR, §20.100(b))
- Form 7: Dispute Disclosure
- Form 8: Key Staff and Proposed Subcontractors
- Form 9: Reference Letters
- Form 10: E-Verify Affidavit
- Form 11: IRS Form W-9
- Form 12: Proof of Required Insurance
- Form 13: Bid Security/Bid Bond (unless waived)
- Form 14: Performance Bond & Payment Bond (unless waived)
- Form 15: Price Proposal

Firm: Aclarian LLC

Date: 9/7/202

Authorized Signature: 

Print or Type Name: Andrew Laflin

Title: President



## FORM 2 CERTIFICATION

1. I/We understand, acknowledge, and agree that the Town of Kenneth City shall not be responsible for reimbursement of any costs incurred in the preparation of this proposal.
2. I/We understand, acknowledge, and agree that the Town Council may reject this proposal, in whole or in part, out-of-hand, for no reason, and that any such rejection will result in no obligation whatsoever on the part of the Town of Kenneth City or any of its employees and officials.
3. I/We understand, acknowledge, and agree that the Town Council reserves the right to reject all proposals and to accept any offer received, whether the offer is the lowest price offer received.
4. I/We understand, acknowledge, and agree that any contract awarded herein shall not entitle the successful proposer to perform work for the Town of Kenneth City on an exclusive basis.
5. I/We understand, acknowledge, and agree that the Town Council will require, as a condition of any contract awarded under this RFP, that the proposer shall provide proof of insurance in amounts acceptable to the Town. If selected for the award of a contract under this RFP, I/We agree to provide to the Town Council proof of insurance in the form and amounts satisfactory to it.
6. I/We understand, acknowledge, and agree that this RFP and the selected Firm's proposal may, by reference, become a part of any formal Contract between the candidate chosen and the Town resulting from this solicitation.
7. I/We understand, acknowledge, and agree that the Finance Professional(s) shall provide accounting and finance services in accordance with this RFP, as they may be amended from time to time.
8. I/We understand, acknowledge, and agree that the Town Manager will be responsible for monitoring the day-to-day services of the Finance Professional(s). The Finance Professional(s) shall promptly report any conditions, transactions, occurrences, events, situations, or circumstances encountered who would impede or impair the proper conduct of the finance services provided.
9. I/We, understand, that a separate contract for services shall be provided for the onsite-outsourced Finance Professional(s).
10. I/We, understand, that a separate contract for services shall be provided for the Turn-key ERP Technology Solution.
11. I/We understand, acknowledge, and agree that all proposals submitted shall become public record upon opening the sealed envelope in which the Firm's proposal is submitted.
12. I/We understand, acknowledge, and agree that if selected, the Candidate will be required to keep complete and accurate books of accounts and records of its business and operations under and in connection with the contracted services. All such books of accounts and records shall be made available for inspection by designated Town persons or others as the Town might require.

[SIGNATURE PAGE TO FOLLOW]

Signature of Authorized Representative: Andre Lebl

ACKNOWLEDGMENT

State of Florida  
County of PINELLAS

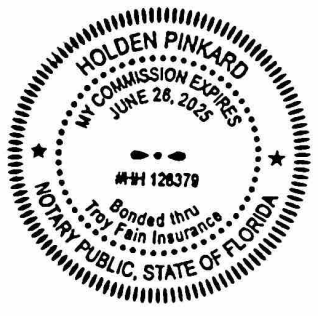
The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 7<sup>TH</sup> day of SEPTEMBER, 2022, by ANDREU (AFELIN) (name of person) as PRESIDENT (type of authority) for ACLARIAN (name of party on behalf of whom instrument is executed).

[Signature]  
Notary Public (Print, Stamp, or Type as Commissioned)

Personally known to me; or

Produced identification (Type of Identification: \_\_\_\_\_)

Did take an oath; or  
 Did not take an oath



FORM 3 COMPANY QUALIFICATIONS QUESTIONNAIRE

Please complete this Company Qualifications Questionnaire. By completing this form and submitting a response to the solicitation, you certify that any and all information contained in the Response is true, that your response to the RFP is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a response to the RFP for the same materials, supplies, equipment, or services, is in all respects fair and without collusion or fraud, that you agree to abide by all terms and conditions of the solicitation, and certify that you are authorized to sign for the Respondent's firm. Some responses may require the inclusion of separate attachments. Separate attachments should be as concise as possible, while including the requested information. In no event should the total page count of all attachments to this Form exceed five (5) pages. Some information may not be applicable; in such instances, please insert "N/A".

Aclarian LLC

Firm Name

4240 West Morrison Avenue, Tampa, FL 33629

Principal Business Address

813-784-3140

Telephone Number

info@aclarian.com

Email Address

853378848

Federal I.D. No. or Social Security Number

Municipal Business Tax/Occupational License No.

FIRM HISTORY AND INFORMATION

How many years has the firm has been in business under its current name and ownership? *Two*

Please identify the Firm's document number with the Florida Division of Corporations and date the Firm registered/filed to conduct business in the State of Florida:

*L20000319769*

*10/9/2020*

Document Number

Date Filed

Please identify the Firm's category with the Florida Department of Business Professional Regulation (DBPR), DBPR license number, and date licensed by DBPR:

*Certified Public Accountant*

*AC37570*

*February 2005*

Category

License No.

Date Licensed

Please indicate the type of entity form of the Firm (if other, please describe):

Individual  Partnership  Corporation  LLC  LLP  Other \_\_\_\_\_

Please identify the Firm's primary business: *Outsourced CFO/Finance Director Services & cloud/web based ERP Software*

Please identify the number of continuous years your Firm has performed its primary business **2**

Please list all professional licenses and certifications held by the Firm, its Qualifier/Principal, and any Key Staff, including any active certifications of small, minority, or disadvantaged business enterprise, and the name of the entity that issued the license or certification:

License/Certification Type	Name of Entity Issuing License or Certification	License No.	License Issuance Date
CPA	Florida DBPR	AC37570	February 2005

Please identify the name, license number, and issuance date of any prior companies that pertain to your Firm:

License/Certification Type	Name of Entity Issuing License or Certification	License No.	License Issuance Date
N/A			

Please identify all individuals authorized to sign for the entity, their title, and the threshold/level of their signing authority:

Authorized Signor's Name	Title	Signing Authority Threshold (All, Cost up to \$X-Amount, No Cost, Other)
<i>Andrew Laflin</i>	<i>President</i>	<i>All</i>

Please identify the total number of Firm employees, managerial/administrative employees.

Total No. of Employees (including contractors)	<b>30</b>
Total No. of Managerial/Administrative Employees	<b>5</b>

### INSURANCE INFORMATION

Please provide the following information about the Firm's insurance company:

Accurate Ins Solutions Inc dba Accurate Ins Solutions Inc – FL	Al Derenches
Insurance Carrier Name	Insurance Carrier Contact Person

16019 N Florida Avenue Tampa, FL 33549	813-994-4114	aderenches@accurateinssolutions.com
Insurance Carrier Address	Telephone No.	Email

Has the Firm filed any insurance claims in the last five (5) years?  No  Yes If yes, please identify the type of claim and the amount paid out under the claim: \_\_\_\_\_

**FIRM OWNERSHIP**

Please identify all Firm owners or partners, their title, and percent of ownership:

Owner/Partner Name	Title	Ownership (%)
Andrew Laflin	President	100%

Please identify whether any of the owners/partners identified above are owners/partners in another entity:

No  Yes If yes, please identify the name of the owner/partner, the other entity's name, and percent of ownership held by the stated owner/partner:

Owner/Partner Name	Other Entity Name	Ownership (%)


**RECENT CONTRACTS**

Please identify the five (5) most recent contracts in which your Firm has provided services to other public entities:

Public Entity Name	Contact Person	Telephone No.	Email Address	Date Awarded
Osceola County Clerk of Court	Robert Willhoit	407-742-3691	<a href="mailto:Rob.willhoit@osceolaclerk.org">Rob.willhoit@osceolaclerk.org</a>	8/15/22
MetroPlan Orlando	Jason Loschiavo	407-481-5672 x310	jloschiavo@metroplanorlando.org	8/16/22
City of Cocoa	Rebecca Bowman	321-433-8626	rbowman@cocoafll.org	8/19/22
Pinellas Suncoast Transit Authority	Julie Lupis	727-540-1815	jlupis@psta.net	8/23/22
Town of Belleair	Gay Lancaster	727-612-6114	glancaster@townofbelleair.net	8/24/22

By signing below, Respondent certifies that the information contained herein is complete and accurate to the best of Respondent's knowledge.

Firm: Aclarian LLC

Authorized Signature: 

Date: 9/7/22

Print or Type Name: Andrew Laflin

Title: President

FORM 4 ACKNOWLEDGEMENT OF ADDENDA

I HEREBY ACKNOWLEDGE that I have received all of the following addenda and am informed of the contents thereof:

Addendum Numbers Received:

(Check the box next to each addendum received)

\_\_\_\_\_Addendum 1

\_\_\_\_\_Addendum 6

\_\_\_\_\_Addendum 2

\_\_\_\_\_Addendum 7

\_\_\_\_\_Addendum 3

\_\_\_\_\_Addendum 8


\_\_\_\_\_Addendum 4

\_\_\_\_\_Addendum 9

\_\_\_\_\_Addendum 5

\_\_\_\_\_Addendum 10

Firm: Aclarian LLC

Authorized Signature: 

Date: 9/7/22

Print or Type Name: Andrew Laflin

Title: President

FORM 5 SINGLE EXECUTION AFFIDAVITS

THIS FORM COMBINES SEVERAL AFFIDAVIT STATEMENTS TO BE SWORN TO BY THE RESPONDENT OR BIDDER AND NOTARIZED BELOW. IN THE EVENT THE RESPONDENT OR BIDDER CANNOT SWEAR TO ANY OF THESE AFFIDAVIT STATEMENTS, THE RESPONDENT OR BIDDER IS DEEMED TO BE NON-RESPONSIBLE AND IS NOT ELIGIBLE TO SUBMIT A PROPOSAL/BID.

THESE SINGLE EXECUTION AFFIDAVITS ARE STATEMENTS MADE ON BEHALF OF:  
Aclarian LLC

\_\_\_\_\_  
NAME OF PROPOSING OR BIDDING ENTITY  
8 5 3 3 7 8 8 4 8

By: Andrew Laflin  
INDIVIDUAL'S NAME AND TITLE

Date: 9/7/22

\_\_\_\_\_  
FEIN OF PROPOSING OR BIDDING ENTITY

Americans with Disabilities Act Compliance Affidavit

The above-named firm, corporation or organization is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

- The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.
- The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:
- The Rehabilitation Act of 1973, 229 USC Section 794;
- The Federal Transit Act, as amended 49 USC Section 1612;
- The Fair Housing Act as amended 42 USC Section 3601-3631.

AL  
Respondent Initials

Public Entity Crimes Affidavit

I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to,

any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.

I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, and partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement, which I have marked below, is true in relations to the entity submitting this sworn statement.

(INDICATE WHICH STATEMENT APPLIES.)

- Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with ad convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the



management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

- The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted Respondent list (attach a copy of the final order).

I understand that the submission of this form to the contracting officer for the public entity identified in paragraph 1 above is for that public entity only and that this form is valid through December 31 of the calendar year in which it is filed. I also understand that I am required to inform the public entity prior to entering into a contract in excess of the threshold amount provided in Section 287.017, Florida Statutes for category two of any change in the information contained in this form.

AL

Respondent Initials

No Conflict of Interest or Contingent Fee/Anti-Kickback/Code of Ethics Affidavit

Respondent warrants that neither it nor any principal, employee, agent, representative nor family member has paid, promised to pay, or will pay any fee or consideration that is contingent on the award or execution of a contract arising out of this solicitation. Respondent also warrants that neither it nor any principal, employee, agent, representative nor family member has procured or attempted to procure this contract in violation of any of the provisions of Florida law. Further, Respondent acknowledges that any violation of this warranty will result in the termination of the contract and forfeiture of funds paid or to be paid to the Respondent should the Respondent be selected for the performance of this contract.

AL

Respondent Initials

Business Entity Affidavit

Respondent hereby recognizes and certifies that no elected official, board member, or employee of the Town of Kenneth City ("Town") shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no Town employee, nor any elected or appointed officer (including Town board members) of the Town, nor any spouse, parent or child of such

employee or elected or appointed officer of the Town, may be a partner, officer, director or proprietor of Respondent or Respondent, and further, that no such Town employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Respondent or Respondent. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Respondent. Any exception to these above-described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by Town. Further, Respondent recognizes that with respect to this transaction or bid, if any Respondent violates or is a party to a violation the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Respondent may be disqualified from furnishing the goods or services for which the bid or proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to the Town.

AL  
Respondent Initials

Non-Collusion/Anti-Collusion Affidavit

1. Respondent/Bidder has personal knowledge of the matters set forth in its Proposal/Bid and is fully informed respecting the preparation and contents of the attached Proposal/Bid and all pertinent circumstances respecting the Proposal/Bid;
2. The Proposal/Bid is genuine and is not a collusive or sham Proposal/Bid; and
3. Neither the Respondent/Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including Affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Respondent/Bidder, firm, or person to submit a collusive or sham Proposal/Bid, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Respondent/Bidder, firm, or person to fix the price or prices in the attached Proposal/Bid or of any other Respondent/Bidder, or to fix any overhead, profit, or cost element of the Proposal/Bid price or the Proposal/Bid price of any other Respondent/Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Kenneth City or any person interested in the proposed Contract.

AL  
Respondent Initials

Scrutinized Companies

1 Andrew Laffin, Respondent certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Town may immediately terminate the Agreement that may result from this RFP at its sole option if the Respondent or its subcontractors are found to have submitted a false certification;

or if the Respondent, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

2. If the Agreement that may result from this RFP is for more than one million dollars, the Respondent certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. pursuant to Section 287.135, F.S., the Town may immediately terminate the Agreement that may result from this RFQ at its sole option if the Respondent, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Respondent, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
3. The Respondent agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under the Agreement that may result from this RFQ. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

AL \_\_\_\_\_  
Respondent Initials

#### Acknowledgment, Warranty, and Acceptance

1. Respondent warrants that it is willing, able to, and will comply with all applicable federal, state, county, and local laws, rules and regulations.
2. Respondent warrants that it has read, understands, and is willing to and will comply with all of the requirements of the solicitation and any and all addenda issued pursuant thereto.
3. Respondent warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the Town Manager.
4. Respondent warrants that all information provided by it in connection with this proposal is true and accurate.
5. I hereby propose to furnish the services specified in the RFP. I agree that my Proposal will remain firm for a period of 365 days in order to allow the Town adequate time to evaluate the Statements of Qualifications.
6. I certify that all information contained in this Proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this Statement of Qualification on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.
7. I understand that a person or affiliate who has been placed on the convicted Respondent list following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or Respondent under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted Respondent list.

AL \_\_\_\_\_  
Respondent Initials

Ownership Disclosure Affidavit

1. If the contract or business transaction is with a corporation or company, the full legal name and business address shall be provided for each officer, director, member and manager and each stockholder or member who holds directly or indirectly five percent (5%) or more of the corporation's or company's stock or shares. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows (attach additional sheet, if necessary):

Name	Address	Ownership (%)
Andrew Laflin	4240 W Morrison Avenue Tampa, FL 33629	100

2. The full legal names and business address of any other individual (other than subcontractors, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial, or otherwise) in the contract or business transaction with the Town are (Post Office addresses are not acceptable), as follows (attach additional sheet, if necessary):

Name	Address
N/A	

AL \_\_\_\_\_  
Respondent Initials

Truth in Negotiation Certificate

The Respondent hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for projects and services that may be offered pursuant to this Request for Proposals and the Agreement related thereto will be accurate, complete, and current at the time of contracting. The Respondent further agrees that the price provided under separate, project specific agreements and any additions thereto shall be adjusted to exclude any significant sums by which the Town determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of each corresponding agreement. For purpose of this certificate, the end of the agreement shall be deemed to be the date of the final billing or acceptance of the work by the Town, whichever is later. The undersigned firm is furnishing this Truth in Negotiation Certificate pursuant to Section 287.055(5)(a), Florida Statutes for the undersigned firm to receive an agreement for professional services with Kenneth City, Florida.

AL  
Respondent Initials

Prohibition on Contingent Fees

The Respondent warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Respondent to solicit or secure this Request for Proposals and the Agreement related thereto and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Respondent any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. The undersigned Respondent is furnishing this statement pursuant to Section 287.055(6)(a), Florida Statutes for the undersigned firm to receive an agreement for professional services with Kenneth City, Florida. Respondent understands that for the breach or violation of this provision, the Town shall have the right to terminate the resulting agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration. The provisions of this statement shall be incorporated in the resulting agreement, if awarded, as though fully stated therein.

AL  
Respondent Initials

[SIGNATURE PAGE TO FOLLOW]

In the presence of:

[Signature]  
 Witness #1 Print Name: Tamal Yabir  
[Signature]  
 Witness #2 Print Name: Strick N. Cade

Signed, sealed and delivered by:

[Signature]  
 Print Name: Andrew Laflin  
 Title: President  
 Firm: Actarian LLC

**ACKNOWLEDGMENT**

State of Florida  
 County of PINELLAS

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 7<sup>th</sup> day of SEPTEMBER, 2022, by ANDREW LAFLIN (name of person) as PRESIDENT (type of authority) for ACTARIAN (name of party on behalf of whom instrument is executed).

[Signature]  
 Notary Public (Print, Stamp, or Type as Commissioned)

- Personally known to me; or
- Produced Identification (Type of Identification: \_\_\_\_\_)
- Did take an oath; or
- Did not take an oath




FORM 6 CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES ON FEDERAL-AID CONTRACTS  
(Compliance with 49 CFR, Section 20.100 (b))

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

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 any federal 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 federal 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 of Lobbying Activities", 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.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code (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.
5. The Contractor described below 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.

Firm: Aclarian LLC

Authorized Signature: 

Date: 9/7/22

Print or Type Name: Andrew Laflin

Title: President

FORM 7 DISPUTE DISCLOSURE

Answer the following questions by placing an "X" after "Yes" or "No". If you answer "Yes" to any of the questions, please explain in the space provided, or on a separate sheet attached to this form.

1. Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional associations within the last five (5) years?

YES \_\_\_\_\_ NO X \_\_\_\_\_

---

2. Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES \_\_\_\_\_ NO X \_\_\_\_\_

---

3. Has your firm had against it or filed any requests for equitable adjustment, contract claims, Bid protests, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES \_\_\_\_\_ NO X \_\_\_\_\_

---

If yes, state the nature of the request for equitable adjustment, contract claim, protest, litigation, and/or regulatory action, and state a brief description of the case, the outcome or status of the suit, the monetary amounts of extended contract time involved, and the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. Described all litigation (include the court and location) of any kind involving Respondent or any Key Staff members within the last five (5) years.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this Proposal for Kenneth City, Florida.

Firm: Aclarian LLC

---

Authorized Signature: 

Date: 9/7/22

Print or Type Name: Andrew Laflin

Title: President



FORM 8 KEY STAFF & PROPOSED SUBCONTRACTORS

KEY STAFF

Please complete the following chart with the Firm's proposed Key Staff. If additional space is required, please copy/duplicate this page and attach to this Form. Additional space:  
X No

Name	Title	Years of Experience	Years with Firm	Licenses/Certifications
Andrew Laflin	President	20	2	CPA
Mike Fitzgerald	Vice President	35	2	MBA, CGFO, CPPO
Jody Young	Senior Consultant	16	1	CPM, CGFO
Marilyn Aruca	Accountant	22	2	

Please explain the Firm's ability and resources to substitute personnel with equal or higher qualifications than the Key Staff they will substitute for where substitute is required due to attrition, turnover, or a specific request by the Town:

Aclarian has an array of resources across the state of Florida with municipal government experience that could participate on this engagement as needed. See Aclarian proposal for more information.

---



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Please identify each Key Staff member's engagement commitments that will exist concurrently with the Town's Services:


Key Staff Name	Area of Responsibility	Client	Commitment (Hours/week)	Period of Engagement
Marilyn Aruca	Accountant	City of Groveland	15	Indefinite
Marilyn Aruca	Accountant	BWG Concrete	8	Indefinite

PROPOSED SUBCONTRACTORS

The undersigned Respondent hereby designates, as follows, all major subcontractors whom they propose to utilize for the major areas of work for the services. The bidder is further notified that all subcontractors shall be properly licensed, bondable, and shall be required to furnish the Town with a Certificate of Insurance in accordance with the contract general conditions. Failure to furnish this information shall be grounds for rejection of the bidder's proposal. (If no subcontractors are proposed, state "None" on first line below.)

Subcontractor Name & Address	Scope of Work	License Number
N/A		

Firm: Aclarian LLC \_\_\_\_\_

Authorized Signature: 

Date: 9/7/22

Print or Type Name: Andrew Laflin

Title: President

FORM 9 REFERENCES

REFERENCE #1

Public Entity Name: City of Madeira Beach, FL

Reference Contact Person/Title/Department: Patrick Cade/Accounting Manager/Finance

---

Contact Number & Email: 727-391-9951 x237/pcade@madeirabeachfl.gov

---

Public Entity Size/Number of Residents/Square Mileage: 75/4000/4

---

Event(s) Completed (include Name of Project/Event, Date of Event Start/Completion, Details on Size/Scope of Work/Complexity): Aclarian currently serves as Outsourced Finance Director and provides city-wide ERP software to all departments. Prior software vendor was Tyler Technologies (Munis)

Is the Contract still Active? Yes

REFERENCE #2

Public Entity Name: Glades County Clerk of Court, FL

Reference Contact Person/Title/Department: Tasha Morgan/Finance Director/Clerk of Court Finance

---

Contact Number & Email: 863-946-6010/tmorgan@gladesclerk.com

---

Public Entity Size/Number of Residents/Square Mileage: 90/12,200/990

---

Event(s) Completed (include Name of Project/Event, Date of Event Start/Completion, Details on Size/Scope of Work/Complexity) Beginning in late 2021, our team began converting the Clerk's existing finance & accounting systems to the Aclarian ERP Platform. They are currently live with all modules. Prior software vendor was MIP Software

Is the Contract still Active? Yes

REFERENCE #3

Public Entity Name: City of Dade City, FL

Reference Contact Person/Title/Department: Loreen Gant/Accounting

Supervisor/Finance

---

Contact Number & Email: lgant@dadecityfl.com

---

Public Entity Size/Number of Residents/Square Mileage: 80/7,300/7

---

Event(s) Completed (include Name of Project/Event, Date of Event Start/Completion,

Details on Size/Scope of Work/Complexity): Aclarian currently serves as Outsourced

Finance Director and provides city-wide ERP software to all departments. Prior software vendor was Tyler Technologies (InCode)

Is the Contract still Active? Yes

FORM 10 E-VERIFY AFFIDAVIT

In accordance with Section 448.095, Florida Statutes, Kenneth City, Florida requires all contractors doing business with the Town to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Town will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

The respondent Firm must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the Firm's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>

By submitting a response to this RFQ and signing below, the respondent Firm acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

Check here to confirm proof of enrollment in E-Verify has been submitted as part of the response.

Signed, sealed and delivered by:



Print Name: Andrew Laflin

Title: President

Firm: Aclarian LLC

ACKNOWLEDGMENT

State of Florida  
County of PINELLAS

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this TH day of SEPTEMBER, 20 22, by ANDREW LAFLIN (name of person) as PRESIDENT (type of authority) for ACLARIAN (name of party on behalf of whom instrument is executed).



Notary Public (Print, Stamp, or Type as Commissioned)

- Personally known to me; or
- Produced Identification (Type of Identification: \_\_\_\_\_)
- Did take an oath; or
- Did not take an oath



FORM 11 IRS FORM W-9

Please visit the following link for information about IRS Form W-9:


<https://www.irs.gov/forms-pubs/about-form-w-9>

Please complete and submit with the proposal IRS Form W-9, which may be found online by visiting:

<https://www.irs.gov/pub/irs-pdf/fw9.pdf>

X Check here to confirm IRS Form W-9 has been submitted as part of the response.

Firm: Aclarian LLC

Authorized Signature: 

Date: 9/7/22

Print or Type Name: Andrew Laffin

Title: President

FORM 12 PROOF OF REQUIRED INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/2/2022

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

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

<b>PRODUCER</b> Accurate Ins Solutions Inc dba Accurate Ins Solutions Inc - FL 16019 N Florida Ave Lutz FL 33549		<b>CONTACT NAME:</b> Al Derenches <b>PHONE (A/C, No, Ext):</b> (813) 994-4114 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> aderences@accurateinsolutions.com	
<b>INSURED:</b> Aclarian Tech Net Solutions 4240 W MORRISON AVE TAMPA FL 33629-4301		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Illinois Union Security Company NAIC # 27960 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

LINE LTR	TYPE OF INSURANCE	ADULT INSURED	SUBSCRIBER	WVVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:				MLBFLF158871514-002	11/01/2021	11/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOF AGG \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY							COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$							EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A				PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability Technology and Internet E&O Liability				MLBFLF158871514-002	11/01/2021	11/01/2022	Each Claim 1,000,000 Each Claims 1,000,000 Each Claim 1,000,000

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

<b>CERTIFICATE HOLDER</b> Aclarian LLC	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Al Derenches
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FORM 13 BID SECURITY/BID BOND

INTENTIONALLY OMITTED. BID BOND WAIVED.

FORM 14 PERFORMANCE BOND

INTENTIONALLY OMITTED. PERFORMANCE BOND WAIVED.

FORM 15 PRICE PROPOSAL

Base Price (Per Year) for Work Performed Pursuant to Section II (Scope of Services):

	ANNUAL PRICE	5 YEAR PRICE
Accounting/Finance Outsourced Staffing <u>\$46,200</u>		
ERP Technology Solution - Core Price	<u>\$12,060</u>	<u>\$56,700</u>
Price for additional modules		
<u>payroll</u>	\$9,000_____	\$45,000_____
<u>building permits</u>	\$3,000_____	\$15,000_____
<u>code enforcement</u>	\$1,800_____	\$9,000_____
<u>human resources</u>	\$0_____	\$0_____
<u>task management</u>	\$0_____	\$0_____

Total Base Proposal (ERP)	\$25,860_____	\$125,700_____
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Lead and Manage ERP Transition	\$53,375_____ (one-time fee)
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Option Year Costs:

The annual base bid shall be as quoted for the initial five-year contract and shall not increase during any option years.

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


HOURLY RATES:

Accountant	\$70_____per hour
Bookkeeper	\$70_____per hour
CPA	\$175_____per hour
CFO/Finance Director	\$175_____per hour
_____	\$_____per hour
_____	\$_____per hour
_____	\$_____per hour
_____	\$_____per hour

The undersigned attests to their authority to submit this proposal and to bind the firm herein named to perform as per contract if the firm is awarded the agreement by the Town. The undersigned further certifies that they have read the Request for Proposal relating to this request and this proposal is submitted with full knowledge and understanding of the requirements and time constraints noted herein.

By signing this form, the respondent hereby declares that this proposal is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.

Firm: Aclarian LLC

Authorized Signature: 

Title: President

Print or Type Name: Andrew Laflin

Date: 9/7/22

Name of Vendor: Tyler Technologies

Name of Evaluator: Lou Brown Date: 9-14-22

RFP#2002-04 TURN-KEY OUTSOURCE SOLUTIONS FOR ACCOUNTING AND FINANCE STAFFING AND AN ERP TECHNOLOGY SOLUTION

Evaluation Criteria & Firm Selection

Award shall be made to the responsible Respondent(s) whose Proposal is determined to be the most qualified and advantageous to the Town. Proposals will be evaluated according to the following criteria and respective weight:

Category	Criteria	Maximum Points
1	<b>Qualifications/Experience of the Firm/Respondent</b> To include years of municipal experience, ability, capacity and skill of firm(s), adequacy of personnel to perform, including timeliness, stability and availability and licenses. <u>1966</u>	20 Points <u>20</u>
2	<b>Quality of Software Solution</b> Ease of local user use with turn-key solution. Implementation base, report capabilities, module areas offered through turn-key ERP solution. Cybersecurity considerations.	30 Points <u>20</u>
3	<b>Previous Projects &amp; Client References</b> Experience and background in providing similar municipal services and past performance, including but not limited to, familiarity with local, state, and federal regulatory agencies procedures and requirements.	10 Points <u>10</u>
4	<b>Project Implementation Strategy</b> The Firm's understanding of the Town's needs, local conditions, goals and objectives as it relates to the leading and managing of the ERP technology solution transition. This includes project management detail of the implementation strategy provided in proposal.	25 Points <u>15</u>
5	<b>Price Proposal</b> Price proposal clearly articulates three separate quotes for the the Accounting / Finance Outsourced Staffing, ERP Solution and the ERP Technology Solution Transition.	15 Points <u>15</u>
	<b>TOTAL POINTS:</b>	100 Points <u>80</u>

Name of Vendor: Tyler

Name of Evaluator: RICHARD A. CRISTINI Date: 9/14/2022

**RFP#2002-04 TURN-KEY OUTSOURCE SOLUTIONS FOR ACCOUNTING AND FINANCE STAFFING AND AN ERP TECHNOLOGY SOLUTION**

**Evaluation Criteria & Firm Selection**

Award shall be made to the responsible Respondent(s) whose Proposal is determined to be the most qualified and advantageous to the Town. Proposals will be evaluated according to the following criteria and respective weight:

Category	Criteria	Maximum Points
1	<b>Qualifications/Experience of the Firm/Respondent</b> To include years of municipal experience, ability, capacity and skill of firm(s), adequacy of personnel to perform, including timeliness, stability and availability and licenses.	20 Points  15
2	<b>Quality of Software Solution</b> Ease of local user use with turn-key solution. Implementation base, report capabilities, module areas offered through turn-key ERP solution. Cybersecurity considerations.	30 Points  20
3	<b>Previous Projects &amp; Client References</b> Experience and background in providing similar municipal services and past performance, including but not limited to, familiarity with local, state, and federal regulatory agencies procedures and requirements.	10 Points  6
4	<b>Project Implementation Strategy</b> The Firm's understanding of the Town's needs, local conditions, goals and objectives as it relates to the leading and managing of the ERP technology solution transition. This includes project management detail of the implementation strategy provided in proposal.	25 Points  22
5	<b>Price Proposal</b> Price proposal clearly articulates three separate quotes for the the Accounting / Finance Outsourced Staffing, ERP Solution and the ERP Technology Solution Transition.	15 Points  12
		100 Points  TOTAL POINTS: 75

Name of Vendor: Tyler Technologies

Name of Evaluator: JP Murphy Date: 09/14/2022

**RFP#2002-04 TURN-KEY OUTSOURCE SOLUTIONS FOR ACCOUNTING AND FINANCE STAFFING AND AN ERP TECHNOLOGY SOLUTION**

**Evaluation Criteria & Firm Selection**

Award shall be made to the responsible Respondent(s) whose Proposal is determined to be the most qualified and advantageous to the Town. Proposals will be evaluated according to the following criteria and respective weight:

Category	Criteria	Maximum Points
1	<b>Qualifications/Experience of the Firm/Respondent</b> To include years of municipal experience, ability, capacity and skill of firm(s), adequacy of personnel to perform, including timeliness, stability and availability and licenses.	20 Points 0
2	<b>Quality of Software Solution</b> Ease of local user use with turn-key solution. Implementation base, report capabilities, module areas offered through turn-key ERP solution. Cybersecurity considerations.	30 Points 12
3	<b>Previous Projects &amp; Client References</b> Experience and background in providing similar municipal services and past performance, including but not limited to, familiarity with local, state, and federal regulatory agencies procedures and requirements.	10 Points 5
4	<b>Project Implementation Strategy</b> The Firm's understanding of the Town's needs, local conditions, goals and objectives as it relates to the leading and managing of the ERP technology solution transition. This includes project management detail of the implementation strategy provided in proposal.	25 Points 15
5	<b>Price Proposal</b> Price proposal clearly articulates three separate quotes for the the Accounting / Finance Outsourced Staffing, ERP Solution and the ERP Technology Solution Transition.	15 Points 12
	<b>TOTAL POINTS:</b>	<b>100 Points</b> 44

Name of Vendor: Aclarion

Name of Evaluator: J.P. Murphy Date: 09/14/22

**RFP#2002-04 TURN-KEY OUTSOURCE SOLUTIONS FOR ACCOUNTING AND FINANCE STAFFING AND AN ERP TECHNOLOGY SOLUTION**

**Evaluation Criteria & Firm Selection**

Award shall be made to the responsible Respondent(s) whose Proposal is determined to be the most qualified and advantageous to the Town. Proposals will be evaluated according to the following criteria and respective weight:

Category	Criteria	Maximum Points
1	<b>Qualifications/Experience of the Firm/Respondent</b> To include years of municipal experience, ability, capacity and skill of firm(s), adequacy of personnel to perform, including timeliness, stability and availability and licenses.	20 Points  16
2	<b>Quality of Software Solution</b> Ease of local user use with turn-key solution. Implementation base, report capabilities, module areas offered through turn-key ERP solution. Cybersecurity considerations.	30 Points  20
3	<b>Previous Projects &amp; Client References</b> Experience and background in providing similar municipal services and past performance, including but not limited to, familiarity with local, state, and federal regulatory agencies procedures and requirements.	10 Points  9 All Elements
4	<b>Project Implementation Strategy</b> The Firm's understanding of the Town's needs, local conditions, goals and objectives as it relates to the leading and managing of the ERP technology solution transition. This includes project management detail of the implementation strategy provided in proposal.	25 Points  23
5	<b>Price Proposal</b> Price proposal clearly articulates three separate quotes for the the Accounting / Finance Outsourced Staffing, ERP Solution and the ERP Technology Solution Transition.	15 Points  15
	<b>TOTAL POINTS:</b>	100 Points  83

	J	DL	R	
Tyler	44	80	75	199
Aclarion	83	90	83	256



Name of Vendor: Aclagan

Name of Evaluator: Richard A. Cristini Date: 9/14/2022

**RFP#2002-04 TURN-KEY OUTSOURCE SOLUTIONS FOR ACCOUNTING AND FINANCE STAFFING AND AN ERP TECHNOLOGY SOLUTION**

**Evaluation Criteria & Firm Selection**

Award shall be made to the responsible Respondent(s) whose Proposal is determined to be the most qualified and advantageous to the Town. Proposals will be evaluated according to the following criteria and respective weight:

Category	Criteria	Maximum Points
1	<b>Qualifications/Experience of the Firm/Respondent</b> To include years of municipal experience, ability, capacity and skill of firm(s), adequacy of personnel to perform, including timeliness, stability and availability and licenses.	20 Points 15
2	<b>Quality of Software Solution</b> Ease of local user use with turn-key solution. Implementation base, report capabilities, module areas offered through turn-key ERP solution. Cybersecurity considerations.	30 Points 28
3	<b>Previous Projects &amp; Client References</b> Experience and background in providing similar municipal services and past performance, including but not limited to, familiarity with local, state, and federal regulatory agencies procedures and requirements.	10 Points 6
4	<b>Project Implementation Strategy</b> The Firm's understanding of the Town's needs, local conditions, goals and objectives as it relates to the leading and managing of the ERP technology solution transition. This includes project management detail of the implementation strategy provided in proposal.	25 Points 22
5	<b>Price Proposal</b> Price proposal clearly articulates three separate quotes for the the Accounting / Finance Outsourced Staffing, ERP Solution and the ERP Technology Solution Transition.	15 Points 12
	<b>TOTAL POINTS:</b>	100 Points 83

Name of Vendor: Aclarian

Name of Evaluator: Lori Brown Date: 9-14-2022

RFP#2002-04 TURN-KEY OUTSOURCE SOLUTIONS FOR ACCOUNTING AND FINANCE STAFFING AND AN ERP TECHNOLOGY SOLUTION

Evaluation Criteria & Firm Selection

Award shall be made to the responsible Respondent(s) whose Proposal is determined to be the most qualified and advantageous to the Town. Proposals will be evaluated according to the following criteria and respective weight:

Category	Criteria	Maximum Points
1	<b>Qualifications/Experience of the Firm/Respondent</b> To include years of municipal experience, ability, capacity and skill of firm(s), adequacy of personnel to perform, including timeliness, stability and availability and licenses.	20 Points <b>15</b>
2	<b>Quality of Software Solution</b> Ease of local user use with turn-key solution. Implementation base, report capabilities, module areas offered through turn-key ERP solution. Cybersecurity considerations.	30 Points <b>25</b>
3	<b>Previous Projects &amp; Client References</b> Experience and background in providing similar municipal services and past performance, including but not limited to, familiarity with local, state, and federal regulatory agencies procedures and requirements.	10 Points <b>10</b>
4	<b>Project Implementation Strategy</b> The Firm's understanding of the Town's needs, local conditions, goals and objectives as it relates to the leading and managing of the ERP technology solution transition. This includes project management detail of the implementation strategy provided in proposal.	25 Points <b>25</b>
5	<b>Price Proposal</b> Price proposal clearly articulates three separate quotes for the the Accounting / Finance Outsourced Staffing, ERP Solution and the ERP Technology Solution Transition.	15 Points <b>15</b>
	<b>TOTAL POINTS:</b>	<b>100 Points</b> <b>90</b>

# Agenda Memo

**To:** Kenneth City Town Council

**From:** Town Manager

**Date:** 10/07/2022



**Subject:** Discussion of Agreements Log

## Summary

As part of the Imagine That Performance Agreement, Exhibit E tasks staff with building a comprehensive list of all current agreements, contracts, and service providers. A list has been compiled and is being provided for additional input and prioritization from the Town Council.

## Proposed Recommendation:

Council to review the agreements log and provide input on information provided, sufficiency of data, and give direction to staff on how extensive the data gathering criteria shall be.

For example:

1. Shall Franchise Agreements be included in the data gathering?
2. Shall staff engage in the time required to go through the file room to decipher active and expired contracts, or add them to the log as they arise for services?

## Backup Documentation:

Two page spreadsheet outlining active and expired agreements gathered to date.



# KENNETH CITY FLORIDA

## ACTIVE AGREEMENTS as of September 30, 2022

Service	Vendor	Commencement Date	Expire Date	Cost	Terms
Building Department Services	City of Pinellas Park	12/12/17	12/11/22	(Years 1-5) \$78,420 - \$91,740	5 year term
Kenneth City Website	CivicPlus	08/28/20	September 30th of each year	\$3,500 Annual	Recurring subscription. Subject to an annual 5% increase.
Fire Protection Services	City of Pinellas Park	02/15/20	02/15/30	(Years 1-5) \$289,184.08 - \$325,479.23 Annual	10 year term. Renegotiate costs for years 6-10.
Audit Services for FY 2020-2021	Crawford & Jones, CPA's	10/13/21	Upon Completion of Work	No to exceed \$14,000	N/A
Copy Machine	Konica Minolta Business Solutions	01/17/22	01/16/23	\$106.89 Monthly	1 year term
Labor Management Contract	Sun Coast Police Benevolent Association	10/01/21	09/30/24	Variable	3 year term
Planning & Mapping Services	Forward Pinellas	10/01/18	09/30/26	See Schedule	3 year term with one 4 year renewal
Town Attorney Services	Weiss Serota Helfman Cole + Bierman	08/29/22	08/29/25	\$5,000 per mo retainer. \$250 per hour beyond 20 hours per mo	3 year term renew upon agreement
Waste Collection and Disposal	Waste Pro of Florida	04/27/22	09/30/27	See Schedule	5 year term with one 5 year renewal
Special Magistrate Services	Bart R. Valdes of de Baubien, Simmons, Knight, Mantzaris & Nea	03/15/22	03/31/24	\$190 per hour	Unless notice is given automatic renewal through 03/31/2025
Professional Services	Imagine That Performance	06/13/22		See Schedule	Services are based on task orders
Finance Staffing	Aclarian LLC	07/01/22	08/12/22	\$1,154 per week	6 week term with option to extend on an as needed basis
IT Service Provider	BCR-Business Computer Resources				
Engineering Services	Advanced Engineering & Design, Inc.				
Cooperative Procurement of Disaster Debris Collection & Removal and Monitoring & Management	Pinellas County	06/23/17	12/31/22	See Schedule	Remains in effect until canceled or termination of agreements by County whichever is sooner
Cooperative Procurement of Disaster Debris Collection & Removal	Phillips and Jordan	09/14/17		See Schedule	Remains in effect as provided in the County Contract
Cooperative Procurement of Disaster Monitoring & Management	Tetra Tech	07/15/14		See Schedule	42 months with one additional 24-month term extension



# KENNETH CITY FLORIDA

## EXPIRED AGREEMENTS as of September 30, 2022

Service	Vendor	Commencement Date	Expire Date	Cost	Terms
Group Health Insurance Rates	Gallagher	10/01/21	09/30/22	Variable	Plan Year 10/01/21 - 09/30/22
Professional Services	Imagine That Performance	05/01/21	09/22/21	\$75 per hour	Extend in 14 day increments
Ancillary Police Services	Pinellas County Sheriff's Office	10/01/21	09/30/22	Variable	1 year term
Property & Casualty Insurance	PRM-Public Risk Management	10/01/21	09/30/22	\$153,002	1 year term
Waste Collection and Disposal	Waste Services of Florida	01/01/07	12/31/15	See Schedule	5 year term with 3 year renewal
Waste Collection and Disposal	Progressive Waste Solutions	03/10/15	12/31/21	See Schedule	3 year terms
Town Attorney	Trask, Metz & Daigneault, LLP	09/10/14	11/17/20	\$42,000 retainer \$155 per hour	Two year terms
Town Attorney	Trask, Metz & Daigneault, LLP	11/18/20	08/01/22	\$43,500 retainer \$185 per hour	Two year terms
Surface Water Resource Assessme	SWFMD-Southwest FL Water Mgmt District	10/01/18	09/30/20	See Schedule	Two year terms

Agenda Memo

**To:** Kenneth City Town Council

**From:** Town Manager

**Date:** 10/7/2022



**Subject:** First Reading of Ordinance 2022-658 Special Magistrate

**Summary:**

For Council consideration is a First Reading of Ordinance 2022-658 which contemplates a Development Special Magistrate to provide an efficient way to allow property owners to request a hearing before a neutral decision maker and allow the Town to ensure the Town's Land Development Regulations are applied in a neutral and fair manner.

**Proposed Recommendation:**

Motion to approve the First Reading of Ordinance 2022-658 is recommended.

ORDINANCE NO. 2022- 658

AN ORDINANCE OF THE TOWN COUNCIL OF KENNETH CITY, FLORIDA, AMENDING CHAPTER 2 “ADMINISTRATION” OF THE TOWN’S CODE OF ORDINANCES BY CREATING SECTION 2-392 “DEVELOPMENT SPECIAL MAGISTRATE” TO PROVIDE FOR A DEVELOPMENT SPECIAL MAGISTRATE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, the Town of Kenneth City (the “Town”) Code of Ordinances (the “Code”) provides for special magistrate to hear certain code violations; and

**WHEREAS**, the Town Code provides for a Board of Adjustment to hear variance requests for residential property owners and the process to appoint the members and schedule meetings is not as efficient and practical for residential property owners that wish to apply for a variance from the Town’s Land Development Regulations; and

**WHEREAS**, a development special magistrate would provide an efficient way to allow the property owners to request a hearing before a neutral decision maker and allow the Town to ensure the Town’s Land Development Regulations are applied in a neutral and fair manner; and

**WHEREAS**, the Town Council finds that it is in the best interest of the Town to amend the Code to provide for a development special magistrate.

**NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND TOWN COUNCIL OF KENNETH CITY, FLORIDA, AS FOLLOWS:**<sup>1</sup>

**Section 1. Recitals Adopted.** That each of the above stated recitals are hereby confirmed, adopted, and incorporated herein and made a part hereof by reference.

**Section 2. Amendment to the Town Code.** That Chapter 2, “Administration,” of the Town’s Code of Ordinances is hereby amended to read as follows:

**CHAPTER 2 – ADMINISTRATION**

\* \* \*

**DIVISION 4. DEVELOPMENT SPECIAL MAGISTRATE**

<sup>1</sup> ~~Strikethrough words~~ are deletions to the existing text. Underlined words are additions to the existing text. Changes between first and second reading are indicated with highlighted ~~double strikethrough~~ and double underline.

36 **Section 2-392. Development Special Magistrate.**

37 (a) The intent of this section is to create a position called "Development Special Magistrate" with the  
38 authority to act and render administrative decisions on requests for variances and other matters  
39 as set forth below and in the Town's Code of Ordinances, from established land development  
40 regulations and other regulatory matters.

41 (b) Appointment and removal.

42 1) The Development Special Magistrate shall be an attorney who possesses an outstanding  
43 reputation for civic pride, interest, integrity, responsibility, and business or professional  
44 ability. Appointments shall be made by the Town Council on the basis of experience or  
45 interest in local government matters.

46 2) Appointment shall be made for a term at the discretion of the Town Council not to exceed  
47 a period of three (3) calendar years. The Development Special Magistrate may be  
48 reappointed at the discretion of the Town Council.

49 3) The Development Special Magistrate serves at the pleasure of the Town Council and the  
50 Town Council shall have the authority to remove the Development Special Magistrate  
51 with or without cause.

52 4) The Development Special Magistrate shall not be a Town employee.

53 5) The Development Special Magistrate shall be compensated at a rate to be determined by  
54 the Town Council.

55 (c) Conduct of hearing and minimum procedures.

56 1) Application. An application for a variance or other matter necessitating an appearance  
57 before the Development Special Magistrate shall be submitted thirty (30) days prior to  
58 being set for a regularly scheduled meeting agenda. The property owner and applicant, if  
59 different, must sign the application.

60 2) Application filing fee. Applicants will pay a fee, as set by the Town Council, when the  
61 application is submitted.

62 3) Notification. When and at such time as an application to appear before the Development  
63 Special Magistrate is made, the application shall be filed with the Town Manager or  
64 designee. The Town Manager or designee shall comply with all public hearing  
65 requirements under local and state law.

66 4) Public hearing.

67 i. Failure of the applicant and/or the applicant's representative to appear at the  
68 advertised public hearing. The Development Special Magistrate may continue  
69 and table an application to its next regularly scheduled hearing if there is no  
70 applicant and/or representative in attendance to address an application at the  
71 noticed public hearing. Failure of the applicant and/or representative to appear at  
72 the second public hearing may result in the denial of the application. The  
73 Development Special Magistrate application fee is nonrefundable.

74 ii. The Town Clerk, or designee, shall administer oaths to all witnesses.

75 iii. At the hearing, any interested person may be heard upon the subject matter of  
76 any application. Members of a specific group or association are requested to  
77 appoint a spokesperson who will represent their collective position. Interested  
78 persons other than the Town and applicant shall not be entitled to any  
79 substantive quasi-judicial right or privilege, such as the right of cross  
80 examination, other than the ability to be heard. The Development Special  
81 Magistrate may, in his/her sound discretion, impose reasonable time limits on the  
82 testimony of interested persons, the Town and the applicant.



- 83 5) Decisions and/or recommendations. The Development Special Magistrate shall, for all  
84 applications, reduce to writing findings of fact, conclusions of law and the decision as to  
85 granting of an application, granting of an application with conditions, or denying an  
86 application in an appropriate order.
- 87 6) Automatic expiration of relief. Applications for relief that are granted by the Development  
88 Special Magistrate and not acted upon within one (1) year of being granted shall  
89 automatically expire.
- 90 7) Written records. Minutes shall be kept of all hearings by the Development Special  
91 Magistrate, and all hearings shall be open to the public. The Town Manager shall provide  
92 clerical and administrative personnel as may be reasonably required by the Development  
93 Special Magistrate for the proper performance of his/her duties. The minutes of all  
94 proceedings, decisions and/or recommendations of the Special Magistrate shall be made  
95 public record on file in the office of the Town Clerk.
- 96 (d) Powers. The Development Special Magistrate shall have the following powers:
- 97 1) To establish rules and regulations not inconsistent with the provisions of this section or  
98 other local or state law.
- 99 2) To hear and decide matters assigned by Ordinance of the Town of Kenneth City.
- 100 3) To grant dimensional variances, which only include the height or width of a structure or  
101 the width, depth or size of yards, where,
- 102 i. By reason of the exceptional narrowness, shallowness or unusual shape of a lot,  
103 parcel of land or a site, or trees in buildable area;
- 104 ii. By reason of exceptional topographic conditions; or
- 105 iii. By reason of some other extraordinary situation or condition related to the site,  
106 the literal enforcement of this Code would deprive the applicant of reasonable  
107 capacity to make use of the land in a manner equivalent to the use permitted  
108 other landowners undertaking similar, permitted development in the same zoning  
109 district, after finding each fact and condition requirement in the applicable Code  
110 section have been met.
- 111 4) To table or continue a hearing on an application if additional information is needed or  
112 requested by the Development Special Magistrate.
- 113 5) To, in any order, prescribe appropriate conditions and safeguards in conformity with the  
114 Town's land development regulations and ordinances. Violation of such conditions and  
115 safeguards, when made a part of the terms of an order, shall be deemed a violation of  
116 this Code. The Development Special Magistrate may also prescribe a reasonable time  
117 limit within which the action for which the order concerns shall be begun or completed or  
118 both, provided however that under no circumstances shall the Special Magistrate enter  
119 an order allowing a use not permitted in the parcel in question's applicable zoning district  
120 of the Town's land development regulations. Nonconforming use of neighborhood lands,  
121 structures or buildings in the same zoning district shall not be considered grounds for the  
122 authorization of a variance. Financial loss standing alone is not sufficient justification for a  
123 variance.
- 124 (e) Reapplication. An application for the reconsideration or rehearing of an application which has  
125 been previously acted upon by the Development Special Magistrate may be made in the same  
126 manner as provided for at original consideration or hearing. However, no appeal or petition by  
127 applicant requesting the same relief or approval for the same property shall, without a  
128 substantial change as determined by the Development Special Magistrate, be accepted for  
129 reconsideration or rehearing for a period of three (3) months following the date of any action  
130 taken by the Special Magistrate.
- 131 (f) Rehearing.

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- 1) All decisions of the Development Special Magistrate are final. Applications, once acted upon, may not be reheard unless the applicant can demonstrate that the decision resulted from an error in substantive or procedural law, or provides new evidence or information not discoverable prior to the initial hearing. A different or more effective presentation of the same evidence or information shall not be considered grounds for a rehearing. Provided that grounds for rehearing exist, either the Town or the applicant may request a rehearing of the decision of the Development Special Magistrate. A request for rehearing shall be made in writing, and shall be delivered to the Town Clerk within ten (10) days of the date of rendition of the order sought to be reheard. The written request for rehearing shall specify the precise reasons therefor.
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- 2) If, after review of a timely written request for rehearing, the Development Special Magistrate determines a rehearing should be granted, the Development Special Magistrate or Alternate Development Special Magistrate may:
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- i. Schedule a hearing where the parties will be given the opportunity to present limited evidence or argument as to the specific reasons for which the rehearing was granted; or
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- ii. Modify or reverse the prior order, without receiving further evidence, provided that the change is based on a finding that the prior decision of the Development Special Magistrate resulted from a ruling on a question of law which the Development Special Magistrate has determined to be an erroneous ruling.
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- 3) Until the request for rehearing has been denied or otherwise disposed of, the order of the Development Special Magistrate shall be stayed, and the time for taking an appeal shall not commence to run until the date upon which the Development Special Magistrate has finally disposed of the request for rehearing by denying the same or otherwise.
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- (g) Appeals. An aggrieved party, including the Town, may appeal a ruling or order of the Development Special Magistrate or Alternate Development Special Magistrate by proceeding in the circuit court for the county, in accordance with the Florida Rules of Appellate Procedure. An appeal shall be filed within thirty (30) days of the execution of the order to be appealed. The nature of the appeal shall be from a final administrative order.
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- (h) Ex parte provisions.
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- 1) No person who is or may become a party or a witness to a hearing before the Development Special Magistrate shall communicate with him/her concerning any matter pending before him except at the hearings provided for in this section. This restriction shall extend to any person appearing or interceding on behalf of a party, whether or not such person may have a direct, personal or financial interest in the property which is the subject of the alleged violation.
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- 2) The Development Special Magistrate shall not communicate with any party, witness, representative of a party, or interceding person concerning any matter pending before him except at the hearings provided for in this section.
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- i. Alternate Development Special Magistrates. The Town Council may appoint one (1) or more qualified persons to serve as alternative Development Special Magistrates in the event a conflict of interest under Florida law or the Rules Regulating the Florida Bar prevents the Development Special Magistrate from ruling in a particular matter.
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179 **Section 3. Conflicting Provision.** Any provisions of the Code of Ordinances of  
180 Kenneth City, Florida, in conflict with the provisions of this Ordinance are hereby  
181 repealed, but only to the extent of such conflict.

182 **Section 4. Severability.** That the provisions of this Ordinance are declared to  
183 be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for  
184 any reason, be held to be invalid or unconstitutional, such decision shall not affect the  
185 validity of the remaining sections, sentences, clauses, and phrases of this Ordinance,  
186 but they shall remain in effect, it being the legislative intent that this Ordinance shall  
187 stand notwithstanding the invalidity of any part.

188 **Section 5. Codification.** That it is the intention of the Town Council and it is  
189 hereby ordained that the provisions of this Ordinance shall become and be made a part  
190 of the Code of Ordinances of Kenneth City that the sections of this Ordinance may be  
191 renumbered or re-lettered to accomplish such intentions, and that the word "Ordinance"  
192 shall be changed to "Section," or other appropriate word.

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194 **Section 6. Effective Date.** That this Ordinance shall become effective  
195 immediately upon adoption on second reading.

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198 **PASSED and ENACTED** this \_\_\_\_ day of \_\_\_\_\_, 2022.

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200 First Reading: October 12, 2022

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202 Second Reading: \_\_\_\_\_, 2022

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205 Attest:

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208 \_\_\_\_\_  
209 Jocilyn Martinez  
210 Interim Town Clerk

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209 Robert J. Howell  
210 Mayor

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213 APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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216 \_\_\_\_\_  
217 Weiss Serota Helfman Cole + Bierman, P.L.  
218 Town Attorney

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FINAL VOTES AT ADOPTION	
Council Member Bonnie Noble	_____
Council Member Barbara Roberts	_____
Council Member Meghan Zemaitis	_____
Vice Mayor Kyle Cummings	_____
Mayor Robert J. Howell	_____

## Agenda Memo

**To:** Kenneth City Town Council

**From:** Town Manager

**Date:** 10/7/2022



**Subject:** Approve Additional Task Orders with Imagine That Performance

### **Summary:**

The Town of Kenneth City executed an agreement with Imagine That Performance on June 15, 2022. For Town Council consideration are additional task orders for tasks that were not included in the original Imagine That Performance Agreement to include:

- Exhibit L: Records and Document Management
- Exhibit M: Special Assessment Analysis and Execution

### **Proposed Recommendation:**

Council to approve additional task orders with Imagine That Performance.

## **EXHIBIT L: RECORDS AND DOCUMENT MANAGEMENT**

This Task Order is issued pursuant to the Agreement for Services (the “Agreement”) dated 13th day of June 2022, by and between the TOWN and COMPANY, to provide the scope of services in the manner set forth herein:

**1) PROJECT DESCRIPTION:** Recordkeeping and compliance with State Statutes is a critical function of the Town. Fundamental activities of recordkeeping and document management include records creation, records inventory, filing plans, retention schedules, records storage, records retention & disposition compliance, records destruction, or historic preservation. The TOWN desires the COMPANY to provide such services generally described herein as: records and document management.

**2) SCOPE OF SERVICES:** COMPANY, through its identified staff, agrees to provide the following services:

- a) Procure a document management technology solution as approved through the competitive bidding process which establishes a new records management system.
- b) In preparation for records creation, inventory, and automation procure and provide leadership and oversight for the transition from paper to electronic record-keeping. This includes scanning and creation of the automation process.
- c) Review paper records in Town Hall and comply with the State’s General Schedule 1 for the appropriation retention and disposition compliance.
- d) Provide organizational structure for recordkeeping system(s). Create a clear and consistent policy for records, organizing structure, and digitizing.

**3) FINANCIAL MATTERS:** TOWN shall compensate COMPANY for services pursuant to the Agreement and the following:

- a) Hours will be billed at \$125/hour for a Senior Consultant, and where possible additional resources will be utilized at \$75/hour for an Analyst and \$50/hour for an Administrative Assistant.
- b) For Billing Purposes, the “Work Week” will be Monday – Sunday.
- c) Invoice for two weeks will be remitted Wednesday after 2nd Work Week.
- d) Task work is estimated to be less than 400 hours, but this will be dependent on solution(s) chosen and value/benefit being provided by vendor during transition – Town will only be invoiced for actual hours, not to exceed 400 hours. Any additional hours needed will be approved by Town Council prior to invoice.

**4) TERM:** The work will begin shortly after execution of the Agreement and Task Order and will be completed ASAP.

**5) ASSIGNED RESOURCES:** The COMPANY will designate Lisa Hendrickson as lead for this Task Order. Additional COMPANY resources will participate as needed to complete required tasks.

**IN WITNESS WHEREOF,** the parties hereto have caused this Task Order to be executed by their duly authorized representatives as of the date first above written.

**TOWN**

**COMPANY**

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

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

## **EXHIBIT M: SPECIAL ASSESSMENT ANALYSIS AND EXECUTION**

This Task Order is issued pursuant to the Agreement for Services (the “Agreement”) dated 13th day of June 2022, by and between the TOWN and COMPANY, to provide the scope of services in the manner set forth herein:

**1) PROJECT DESCRIPTION:** The TOWN has financed fire services and stormwater needs via the ad-valorem tax collection method, directing funds from the general fund to these specific benefits, which eliminates the use of the general funds for other general TOWN purposes. A special assessment is a legal, dedicated financing mechanism available for providing delivery of a direct benefit, such as stormwater management, fire suppression and emergency medical services, to a specific area. The costs for fire services and/or stormwater management may be separated out via a specific methodology outlined in Florida State Statutes. The TOWN desires the COMPANY to provide such services generally described herein as: Special Assessment Analysis and Execution.

**2) SCOPE OF SERVICES:** COMPANY, through its identified staff, agrees to provide the following services:

- a) Collaborate with the TOWN attorney, or their designee, to ensure proper interpretation and execution of Florida State Statutes, including but not limited to FSS 170.201; 191; 197.3632 and any and all other statutes, ordinances or rules relating to such matter.
- b) Collaborate with the County Comptroller to ensure proper roll out, advertising, recording and general collective compliance.
- c) Compare and contrast potential for collections of various methods of revenue which may be used for stormwater management and/or fire services, (fire protection and suppression; emergency medical services and emergency transport services) including ad valorem taxation, home-rule revenue sources (i.e. regulatory fees and special assessments) and legislatively authorized revenue sources, as appropriate for the TOWN.
- d) Consider needs for professional financial specialists and/or fire services and/or stormwater professionals and engineers; if determined as needed, recommend options such as requests for proposals (RFPs) to the Council.
- e) Creation of advertising or public notification templates.
- f) Preparation and administration of agenda items for up to four public hearings.

**3) FINANCIAL MATTERS:** TOWN shall compensate COMPANY for services pursuant to the Agreement and the following:

- a) Hours will be billed at \$125/hour for a Senior Consultant, and where possible additional

resources will be utilized at \$75/hour for an Analyst and \$50/hour for an Administrative Assistant.

- b) For Billing Purposes, the “Work Week” will be Monday – Sunday.
- c) Invoice for two weeks will be remitted Wednesday after 2nd Work Week.
- d) Task work is estimated to be less than 480 hours, but this will be dependent on solution(s) chosen and value/benefit being provided by vendor during transition – Town will only be invoiced for actual hours, not to exceed 480 hours. Any additional hours needed will be approved by Town Council prior to invoice.

**4) TERM:** The work will begin shortly after execution of the Agreement and Task Order and will be completed ASAP.

**5) ASSIGNED RESOURCES:** The COMPANY will designate J.P. Murphy as lead for this Task Order. Additional COMPANY resources will participate as needed to complete required tasks.

**IN WITNESS WHEREOF**, the parties hereto have caused this Task Order to be executed by their duly authorized representatives as of the date first above written.

**TOWN**

**COMPANY**

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

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