

Town of Fort Myers Beach
Agenda Item Summary

Blue Sheet Number: 2012-033

1. Requested Motion:

Meeting Date: May 7, 2012

Approve the Selection Advisory Committee's recommendation in response to Request for Qualifications (RFQ) 12-01-PW *Water Utility Rate Study* of GAI Consultants, Inc. as the #1 ranked firm, and Raftelis Financial Consultants as the #2 ranked firm and authorize staff to enter into negotiations with the top ranked firm.

Why the action is necessary:

Town Council authorization is required to enter into negotiations for services as specified in the RFQ. This solicitation was conducted in accordance with F.S. 287.055 the Consultants Competitive Negotiations Act (CCNA), which requires among other things that a qualifications based selection be made prior to negotiating rates and fees.

What the action accomplishes:

Authorization allows staff to begin the negotiations to secure the services as requested in the solicitation.

2. Agenda:

- Consent
- Administrative

3. Requirement/Purpose:

- Resolution
- Ordinance
- Other

4. Submitter of Information:

- Council
- Town Staff – Town Clerk
- Town Attorney

5. Background:

RFQ 12-01-PW was issued for a Water Utility Rate Study. The Selection Advisory Committee (SAC) met to evaluate and rank the submittals on March 28, 2012. The SAC heard presentations from three (3) firms on April 12, 2012.

The following background material is provided:

1. Request for Qualifications RFQ 11-01-PW Water Utility Rate Study.
2. Draft minutes from the Selection Advisory Committee meetings.
3. Submittals by each firm are available at Town Hall for Town Council review if desired

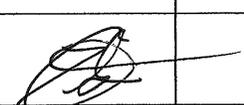
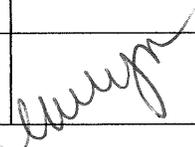
6. Alternative Action:

Take no action.

7. Management Recommendations:

Approve the Selection Advisory Committee's recommendations and authorize Staff to begin negotiations with the selected firms.

8. Recommended Approval:

Town Manager	Town Attorney	Finance Director	Public Works Director	Community Development Director	Town Clerk
					

9. Council Action:

- Approved
- Denied
- Deferred
- Other

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Dated: February 13, 2012

Pursuant to the requirements of Florida Statutes (F.S.), Chapter 287, the Town of Fort Myers Beach anticipates seeking professional consultant services for the purpose of assisting the Town with a Water Utility Rate Study.

Before submitting Professional Qualifications and Letters of Interest, interested parties must obtain a copy of the complete Request for Qualifications package entitled RFQ-12-01-PW, Town of Fort Myers Beach Water Utility Rate Study dated February 13, 2012 for this project from the Town of Fort Myers Beach, Town Hall, 2523 Estero Boulevard, Fort Myers Beach, FL 33931, download from www.demandstar.com or by calling (239) 765-0202 ext. 116. The Requesting Party must furnish the Town with a mailing address, an e-mail address, telephone number and facsimile number for contact purposes. If the Official Documents are not obtained as directed above, or are modified in any manner, the Professional Qualifications and Letter of Interest will not be accepted for consideration by the Town.

Submittals are subject to the conditions specified herein and on the attached sheets, including any addenda. All responses must be submitted in a sealed envelope, delivered via mail or in person to Town Hall, Town of Fort Myers Beach, 2523 Estero Boulevard, Fort Myers Beach, FL 33931 no later than 3:30 PM, Friday, March 16, 2012. The mailing envelope must be clearly marked RFQ-12-01-PW "Water Utility Rate Study" and contain the Consultant's name and address.

Questions: All questions about the meaning or intent of the RFQ documents must be directed in writing via e-mail to Peter Boers (peter@fortmyersbeachfl.gov) or via facsimile to 239-765-0909. No verbal inquiries will be accepted. Questions received less than five (5) days prior to the submittal date may not be answered. All properly received questions will be answered by written addenda and will be binding. Oral and other interpretations or clarifications that are not contained in an official addendum will be without legal effect. All addenda shall be signed by the Consultant as acknowledged and incorporated with the submittal.

The Town's short-list and final selection meeting dates will be listed on the Town website at www.fortmyersbeachfl.gov or available by contacting Peter Boers, Contracts Manager, at (239) 765-0202 ext. 116.

Response Procedure: The deadline for submission of the Professional Qualifications and Letter of Interest for this Project by qualified consultants is 3:30 PM, Friday, March 16, 2012. The outside of the envelope must be clearly marked RFQ-12-01-PW "Water Utility Rate Study" and contain the Consultant's name and address. Each firm is to submit one (1) original and five (5) hard copies plus one (1) CD in Adobe PDF format (unzipped, with no links to other Web Pages), clearly marked as such, of the complete package. The following format and sequence should be followed in order to provide consistency in the Consultant's responses and to ensure each proposal receives full consideration. Use 8.5 x11 page format with separating page tabs so that each submittal section can easily be compared with other submittals.

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- a. Title page, including RFQ number and name, consultant's name and address; contact person; telephone and fax numbers; internet e-mail address and closing date and time
- b. Table of contents, including page numbers
- c. Letter of Interest stating interest in this project signed by the person who will have contract authority over this project and stating that the contents of the submittal are true and accurate. This letter must state that the Consultant will meet the insurance requirements of the attached Service Provider Agreement and is willing to execute the attached Service Provider Agreement with the Town of Ft Myers Beach, Florida.
- d. Description of the firm, including locations of offices, person(s) responsible for contracting services hereunder, and at which office the contract authority resides.
- e. A copy of the Consultant's financial statement for the preceding fiscal year, as certified by its chief financial officer. This shall be provided in a separate sealed envelope, with proper identification on the outside. It will only be opened by the Town should the Consultant be selected for negotiation.
- f. At least three (3) examples of completed projects representative of the work for which Consultant is applying hereunder, inclusive of contact information for the recipient of services.
- g. A listing of personnel who would be working on this project, listing their qualifications to perform the work hereunder, including the resumes for such personnel complete with a current copy of applicable certifications. The Consultant's Supervisor for this project shall also be identified.
- h. An outline of the Consultant's understanding of and approach to providing the required services.
- i. An explanation of why the Consultant is well suited to perform the service.
- j. A list of sub-consultants that Consultant may propose to use for any of the services associated with this project. .
- k. A list of at least five (5) client references, exclusive of those identified above, which includes the following information: Name of contacting agency, contact name, address, e-mail address and telephone number, and title of work performed for client.
- l. Any additional data that the Consultant feels will be helpful in qualifying it for this project.
- m. Completed Affidavit, ***Sworn Statement Pursuant To Section 287.133(3) (A), Florida Statutes, On Public Entity Crimes***

Selection Procedure: The selection of a Consultant(s) will be made in accordance with Town of Fort Myers Beach Purchasing Policies and Chapter 287.055 Florida Statutes. Some or all of the responding firms may be requested to provide telephone interviews or written or oral technical proposals (or both), for the ranking process. In such event, the presentation must be made by the representative who would be the Project Manager (or Equivalent) under this award. After determination of qualified consultants by the Town Council, contract fees will be negotiated in accordance with Section 287.055, Florida Statutes.

SPECIAL NOTICE

DUTY TO UPDATE RECORDS: It shall be the responsibility of any individual or firm selected by the Town of Fort Myers Beach for this project to notify the Town promptly of any substantive amendment to the information provided in its Letter of Interest/Application for Qualification, as well as to update the information in the Application on an annual basis as appropriate.

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EQUAL OPPORTUNITY STATEMENT: The Town of Fort Myers Beach, in accordance with the provisions of Title VI of the Civil Rights Act of 1964, hereby notifies all firms and individuals that it will require affirmative efforts be made to ensure equal participation in all contracts for consultant services. No firm or individual shall be discriminated against on the grounds of race, color, gender, national origin, religion, age or disability in consideration for qualification or selection.

NOTICE OF A CONTRACT CRIME CONVICTION: Each person or firm who elects to submit a Letter of Interest (or Competitive Negotiations) package shall notify the Finance Director within thirty (30) days after a conviction of a contract crime applicable to them or to any officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate as further described in F.S. 287.133.

QUALIFICATION PROCEDURES: All applicants must be qualified to do business in the State of Florida.

RIGHT OF PERFORMANCE: This contract does not entitle any firm to exclusive rights to Town contracts. The Town reserves the right to perform any and all available required work in-house or by any other means it so desires. No amount of work is guaranteed upon the execution of a Service Provider Agreement. A consultant or multiple consultants may be selected for any, some or all the services being solicited hereunder. The Town reserves the right to add or delete, at any time, any or all tasks or services associated with the Agreement.

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Request for Qualifications
RFQ 12-01-PW
"Water Utility Rate Study"

1) Introduction/Overview

A) Purpose/Objective

As requested by the Town of Fort Myers Beach, Florida (herein after, "Town") has issued this Request for Qualifications (hereinafter, "RFQ") with the sole purpose and intent of obtaining qualifications from interested and qualified firms offering to provide a Water Utility Rate Study in accordance with the specifications stated and/or attached herein/hereto. The successful proposer will hereinafter be referred to as the "Consultant".

The purpose of the Water Utility Rate Study is to review the existing utility fees and charges and make recommendations for changes that may be needed to support the operational and capital need over the next five (5) years. This should include an evaluation of the current operations in order to make recommendations to increase efficiencies and productivity in the day-to-day operations of the department.

This proposal should include options for water impact and connection fees.

Negotiations will take place with the top ranked firm on the final scope of work, the final contract proposal, and the proposal price. If a contract cannot be negotiated with the top ranked firm for this study, the negotiations with the designated consultant shall be terminated and negotiations shall be started with the next highest ranked consultant.

Pursuant to FS Section 287.055(4)(b), no information related to compensation should be submitted with the qualifications.

B) Background

The Town of Fort Myers Beach (Town) was incorporated in 1996 and is a community of approximately 7,713 acres located along Estero Bay and the Gulf of Mexico in Lee County with a population of approximately 6,610 with seasonal population increases to approximately 42,000. The Town owns a water distribution utility system purchased in 2002. The water system consists of a distribution system, service connections, hydrants and two ground storage tanks totaling 1.5 mg. The water system supplies approximately 1.2 mgd. The utility is operated as an enterprise fund of the Town.

C) Inquiries

Direct questions related to this RFQ to Peter Boers, Contracts Manager, and submit such questions in writing to peter@fortmyersbeachfl.gov. Where applicable please reference the page and paragraph number in question in order to ensure that responses are formulated correctly.

Proposers are cautioned that the only official answer or position of the Town will be issued in an addendum distributed to firms registered for this solicitation and additionally posted to

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www.fortmyersbeachfl.gov and www.demandstar.com.

D) Method of Source Selection

The Town may, as it deems necessary, conduct discussions with responsible proposers determined to be in contention for being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to solicitation requirements.

E) Projected Timetable

The following projected timetable should be used as a working guide for planning purposes only. The Town reserves the right to adjust this timetable as required during the course of the RFQ process.

Event	Date
Issue RFQ	February 13, 2012
Last Date for Receipt of Written Questions	March 6, 2012
Qualification Close Date	March 16, 2012
Selection Committee Review (tentative)	March 28, 2012

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2) Scope of Work

The Town invites proposals from qualified firms or individuals to prepare a Water Rate Study that shall include:

- A. Review the potable water, rates and provide justifiable, equitable and legally defensible methodologies for collection of appropriate user and service fees that are adequate to fully fund the expenditures associated with system operations, maintenance, replacement, improvements and debt service costs through Fiscal Year 2014/2015 including, but not limited to:
1. Review of historical rate reports and financial data for the Department, as well as other pertinent Town-wide financial information.
 2. Review of the water system configuration.
 3. Review of customer billing statistics and receivables.
 4. Conducting a revenue sufficiency analysis.
 5. Developing a five (5) year financial management plan to include the following elements:
 - Operating expenditures
 - CIP expenditures
 - Debt financing
 - Fund reserve and bond requirements
 - Annual rate adjustments and rate adjustment factors as necessary
 6. Conducting a rate comparison, to include other similar areas within the State of Florida.
 7. Reviewing and making recommendations regarding rate structure modifications.
 8. Conducting a customer impact analysis by class of customer.
 9. Conducting any other analysis as may be necessary.
- B. Review the expenditures recovered from the rate structure components with full consideration of equivalent industry standards (i.e., ERU's, meter sizes, rate indexing and volumetric billing).
- C. Review the operations of the Water Utility System Field Operations and Collections Divisions to make recommendations to increase efficiencies and/or productivity.
- D. Allocate costs between usage rates and fees
- E. Allocate costs among classes such as commercial, residential, and industrial.
- F. Develop water rate/fee proposals that includes both level and incentive based, conservation structures
- G. The Selected Firm may be required to attend at least two meetings with Council dates to be determined to present recommendations to the Council.

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**SWORN STATEMENT PURSUANT TO SECTION 287.133(3) (a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR
OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to _____
(print name of public entity)

by _____
(print individual's name and title)

for _____
(print name of entity submitting sworn statement)

whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____
(If the entity has no FEIN, include the Social Security Number of individual signing this sworn statement: _____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.233(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, proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.233 (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.

4. 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

5. I understand that a "person" as defined in Paragraph 287.133 (1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with public

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entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

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

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent 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 vendor list. (Attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

Sworn to and subscribed before me this _____ day of _____, 2012.

Personally known _____ OR Produced Identification _____
(Type of Identification)

Notary Public – State of _____

My Commission expires _____

(Printed typed or stamped
commissioned name of notary public)
(Rev. 3/20/07)

SERVICE PROVIDER AGREEMENT

This SERVICE PROVIDER AGREEMENT is entered into on this ____ day of _____, 2012, by and between the Town of Fort Myers Beach, 2523 Estero Boulevard, Fort Myers Beach, FL 33931, a chartered municipality of the State of Florida (hereafter "Town"), and _____ with an address of _____ (hereafter "Provider"), for the Provider to render the following services to the Town –with a Water Utility Rate Study as further described in Exhibit "A".

1. Scope of Services. Provider shall perform the services and work as set forth in "Scope of Services" which is attached hereto as Exhibit "A" and made a part of this Agreement. Provider warrants and represents that it is qualified, willing and able to provide and perform all such services in accordance with the terms of this Agreement. The parties shall have the ability to change the Scope of Services by mutual written agreement, except that the Town shall have the unilateral right to delete services hereunder for any reason without compensation to Provider other than for services already performed.
2. Term. The term of this Agreement is set forth on Exhibit A.
3. Payment Obligation. The Town shall pay for all requested and authorized services rendered hereunder by the Provider and completed in accordance with this Agreement, as set forth in Exhibit "B," which is attached hereto and made a part of this Agreement. The Provider's invoice statements shall contain a breakdown of charges, description of service(s) and work provided and/or performed, and, where appropriate, supportive documentation of charges consistent with the basis of compensation set forth in this Agreement. In the event of a dispute as to the Town's payment obligation, the Town shall pay the undisputed amount, if any, within thirty (30) days.
4. Provider's Obligations. The Provider's obligations shall include, but are not limited to, the following:
 - a) Licensure. The Provider shall maintain all licenses and/or certifications required by any governmental agencies responsible for regulating and licensing the services provided and performed by the Provider.
 - b) Provision of Services. The Provider shall perform all services pursuant to this Agreement in accordance with generally accepted standards of professional practice and in accordance with the laws, statutes, ordinances, codes, rules, regulations and requirements of governmental agencies which regulate or have jurisdiction over the services to be provided and/or performed by the Provider. All personnel assigned by Provider hereunder will be qualified to perform such duties. Provider shall designate one (1) person as the point of contact for the Town regarding its duties hereunder. Provider is solely responsible for all taxes incurred by Provider and shall make all deductions required of employers by state, federal and local laws.
 - c) Non-Waiver. Neither review, approval, nor acceptance by Town of data, studies,

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reports, memoranda, and incidental professional services, work and materials furnished hereunder by the Provider, shall in any way relieve Provider of responsibility for the adequacy, completeness and accuracy of its services, work and materials.

- d) Indemnity and Hold Harmless. The Provider shall be liable and agrees to be liable for, and shall indemnify, defend and hold the Town harmless for any and all claims, suits, judgments or damages, losses and expenses including court costs, expert witness and professional consultation services, and attorneys' fees (including but not limited to appellate attorney fees) arising out of the Provider's errors, omissions, willful action(s) and/or negligence. The Provider shall not be liable to, nor be required to indemnify the Town for any portions of damages arising out of any error, omission, and/or negligence of the Town, its employees, agents, or representatives.
 - e) Non-Public Information. The Provider agrees, during the term of this Agreement, not to divulge, furnish or make available to any third person, firm, or organization, without the Town's prior written consent, or unless incident to the proper performance of Provider's obligations hereunder, or as provided for or required by law, any non-public information concerning the services to be rendered by Provider. Provider shall require all of its employees and subcontractor(s) to comply with the provisions of this paragraph.
 - f) Statutory Duties. The duties and obligations imposed upon the Provider by this Agreement and the rights and remedies available to the Town hereunder shall be in addition to, and not a limitation of, any otherwise imposed or available by law or statute.
 - g) Disclosure. The Provider warrants it has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift or other compensation contingent upon or resulting from the award or making of this Agreement.
5. Commencement and Completion of Work. The Town shall provide written notice to the Provider that it is authorized to commence work. The Provider thereafter shall commence work promptly and shall carry on all such services and work as may be required in a timely and diligent manner to completion. Should the Provider fail to commence, provide, perform, and/or complete any of the services and work required hereunder in a timely and diligent manner, the Town may consider such failure as justifiable cause to terminate this Agreement, in addition to any other remedies the Town may have.
 6. Insurance. The Provider shall have, and maintain, during the entire period of this Agreement, all such insurance (or self-insurance) as set forth on Exhibit "A". Each Certificate of Insurance shall include the name and type of policy and coverages provided; the amount or limit applicable to each coverage provided; the date of expiration of coverage; the designation of the Town of Fort Myers Beach as additional

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insured and as certificate holder, except as to Professional Liability Insurance and for

Workers' Compensation Insurance. Should any of these policies be cancelled before the expiration date thereof, Provider shall instruct the issuing company to mail thirty (30) days written notice to the Town of such cancellation.

7. Inclusion of Additional Documents. Any request for bids and/or request for proposal and all exhibits or other attachments thereto as issued by the Town are hereby incorporated by reference. In addition, the following Exhibits are attached hereto and hereby incorporated by reference:
8. Termination of Agreement. Either party may terminate this Agreement without cause upon thirty (30) calendar days' prior written notice to the other, in which case the Town shall compensate the Provider for all services performed prior to the effective date of termination and reimbursable expenses then due. In addition, the Town shall have the ability to terminate this Agreement at any time for cause.
9. Assignment, Transfer and Subcontracts. The Provider shall not assign or transfer any of its rights, benefits or obligations hereunder, except for transfers that result from the merger or consolidation of Provider with a third party. The Provider shall have the right, subject to the Town's prior written approval, to employ other persons and/or firms to serve as subcontractors to Provider in connection with its performance of services and work pursuant to this Agreement.
10. Maintenance of Records. The Provider will keep and maintain adequate records and supporting documentation applicable to all of the services, work, information, expense, costs, invoices and materials provided and performed pursuant to this Agreement. Said records and documentation will be retained by the Provider for a minimum of two (2) years from the date of termination of this Agreement, or for such period as required by law. The Town and its authorized agents shall, with reasonable prior notice, have the right to audit, inspect and copy all such records and documentation as often as the Town deems necessary during this Agreement the next succeeding two (2) years.
11. References to Town. All references to "the Town" or "the Town of Fort Myers Beach" shall be deemed to include its employees, agents, and/or authorized representatives.
12. Modification. Except as set forth in Paragraph 1 above, modifications to this Agreement shall only be valid when made in writing and signed by both parties. In the event of any conflict between the requirements, provisions, and/or terms of this Agreement and any subsequent written modification hereto, the most recently executed document shall take precedence.
13. Miscellaneous Provisions.
 - a) Applicable Law. This Agreement shall be governed by the laws, rules and regulations of the State of Florida. The venue for any litigation arising out of this agreement shall be in Lee County, Florida.
 - b) Attorneys Fees: The prevailing party in any litigation arising out of the

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agreement is entitled to recover reasonable attorney's fees from the non-prevailing party.

- c) Non-Discrimination. The Provider covenants that in the furnishing of services hereunder, no person on the grounds of race, color, national origin, handicap, or sex shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
- d) Headings. The headings of the Articles, Sections, Exhibits, and Attachments in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions contained in such Articles, Section, Exhibits and Attachments.
- e) Entire Agreement. This Agreement, including any Exhibits, constitutes the entire Agreement between the parties and shall supersede all prior agreements or understandings, written or oral, relating to the matters set forth herein.
- f) Notices. All notices hereunder shall be in writing and shall be sent via U.S. Postal Service, first class mail, to the other party's address as listed at the beginning of this Agreement. Either party may change its address by prior written notice to the other party.

IN WITNESS WHEREOF, the parties have executed this Agreement as set forth below.

TOWN OF FORT MYERS BEACH

ATTEST:

BY: _____
Terrance Stewart, Town Manager

BY: _____
Michelle Mayher, TOWN CLERK

APPROVED AS TO LEGAL FORM:

BY: _____
Fowler, White, Boggs, TOWN ATTORNEY

PROVIDER: Insert provider name here

BY: _____
Signature

Witness Signature

Printed name of person signing

Printed name of witness

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Title (printed)

EXHIBIT "A"

TO THE SERVICE PROVIDER CONTRACT DATED THIS _____ DAY OF _____, 2012
BETWEEN THE TOWN AND _____ PROVIDER.

1. **SCOPE OF SERVICES:**

The Provider shall perform the following services under this Agreement:

- Service 1
- Service 2

The Town shall be responsible for the following:

- Service 1
- Service 2.

2. **TERM:** This Agreement shall commence on _____, 2012 and continue for a period of _____ (____) days, subject to the Town's ability to terminate the Agreement as set forth elsewhere.

3. **INSURANCE:** The Provider shall obtain and maintain the following insurance coverages:

- a) Workers Compensation Coverage to comply for all employees for Statutory Limits in compliance with the applicable State and Federal laws;
- b) Commercial General Liability Insurance with minimum limits of \$500,000 per occurrence and \$500,000 aggregate for Bodily Injury Liability and a minimum limit of \$500,000 for Property Damage Liability, or a minimum combined single limit of \$500,000.
- c) Business Automobile Liability Insurance with minimum limits of \$500,000 per person and \$500,000 per accident for Bodily Injury Liability and a minimum limit of \$500,000 for Property Damage Liability, or a minimum combined single limit of \$500,000, with coverage including owned vehicles, hired and non-owned vehicles, and employee non-ownership.
- d) Professional Liability Insurance with minimum limits of \$1,000,000.00.

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EXHIBIT "B"

TO THE SERVICE PROVIDER CONTRACT DATED THIS nth DAY OF _____, 2012
BETWEEN THE TOWN AND Insert provider name here, PROVIDER.

PAYMENT OBLIGATION

1. Payment terms are as follows:
 - a. Total cost of all labor and materials not to exceed spell out number (#)
 - b. Work to be inspected and approved by the Town prior to issuing payment.
 - c. Invoice to be submitted by Provider to Town after the Town has completed and approved all work and materials.
 - d. Payment will be made by Town within 30 days of receipt of invoice from Provider.

2. Provider shall receive reimbursement for out-of-pocket expenses from the Town as follows:
 - (none)



ADDENDUM TO CONTRACT DOCUMENTS

Addendum No.: 1

CONTRACT/PROJECT NAME: Water Utility Rate Study RFQ 12-01-PW

DATE OF ISSUE: March 8, 2012

The following information shall be included in the Contract documents and is hereby made part of the project bidding documents in the form of clarification, addition, deletion or revision to the contract specifications and/or drawings.

The following inquiries were received regarding the above referenced RFQ:

Q. Would you please send me a copy of your current water rates and charges?

A. The current water rates and charges were established by resolution 09-32 in November 2009 and the *WATER DELIVERED AND MEASURED BY METER AND MONTHLY BASE RATE* (Block Rate) was increased by resolution 11-22 in November of 2011. I have attached both resolutions for your reference.

Q. In section 4-d. *Indemnity and Hold Harmless* of the Service Provider Agreement, we would like to request to omit the word "willful action(s)", as shown below. Please let us know if the Town is willing to make this modification.

"The Provider shall be liable and agrees to be liable for, and shall indemnify, defend and hold the Town harmless for any and all claims, suits, judgments or damages, losses and expenses including court costs, expert witness and professional consultation services, and attorneys' fees (including but not limited to appellate attorney fees) arising out of the Provider's errors, omissions, ~~willful action(s)~~ and/or negligence. The Provider shall not be liable to, nor be required to indemnify the Town for any portions of damages arising out of any error, omission, and/or negligence of the Town, its employees, agents, or representatives."

A. Yes, in this instance, the Town would agree to this modification.

Q. In item f. on the second page of the RFP, it requests 3 examples of completed projects. Would you like us to simply provide descriptions of these projects or would like us to provide the reports that we created as deliverables for the projects?

A. The respondent may submit examples of the deliverables, however please submit an electronic copy.



Q. In item k. on the second page of the RFP, I'm assuming that this means that these 5 references should be different than the clients that we used in item f. Is that correct?

A. Yes, "A list of at least five (5) client references, exclusive of those identified above".

Q. In item e. on the second page of the RFP, do we just need to provide one copy of our financial statement?

A. One (1) copy of the Financial Statement is sufficient.

Please Print _____

Company Name & Phone Number

Peter A. Boers, C.P.M., CPPB
Contracts Manager
Town of Fort Myers Beach
2523 Estero Blvd.
Fort Myers Beach, FL 33931
239-765-0202 ext 116

RESOLUTION OF THE TOWN COUNCIL OF
THE TOWN OF FORT MYERS BEACH, FLORIDA
RESOLUTION NUMBER 09-32

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH APPROVING THE PETITION OF THE TOWN OF FORT MYERS BEACH PUBLIC WORKS SERVICES, INC. FOR AN ADJUSTMENT IN ALL RATES AND FEES CHARGED FOR WATER SERVICE WITHIN THE TOWN OF FORT MYERS BEACH, FLORIDA.

WHEREAS, Article VIII, Section 2 of the State Constitution and Chapter 166 of the Florida Statutes provide that municipalities shall have the governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal services, and exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, Article X of the Town Charter empowers the Town to adopt, amend, or repeal such ordinances and resolutions as may be required for the proper governing of the Town; and

WHEREAS, Town Ordinance 01-03 granted the Town of Fort Myers Beach Public Works Services, Inc. (PWSI) an exclusive right, privilege and franchise to construct, maintain, equip and operate a water supply and distribution system within the Town and to provide a water utility service within the Town's Service Area, as set forth more fully in Section Three (3) of said Ordinance (Franchise Ordinance); and

WHEREAS, Section 8 (a) of the Franchise Ordinance provides that water utility rates and charges, inclusive of connection and disconnection charges, impact fees, readiness-to-serve charges, demand charges, meter charges and the like, may be adjusted by PWSI as provided therein; and

WHEREAS, Section 8(b) of the Franchise Ordinance, as amended by Town Ordinance 08-06, provides that all requests by PWSI for rate and charge adjustments shall be filed with the Town Council in the form of a "Petition for Rate Adjustment," with supporting documentation, at least thirty days prior to the proposed effective date for the adjustment; and

WHEREAS, Section 8(c) of the Franchise Ordinance and Section 180.13(1), Florida Statutes, provides that the Town Council has the jurisdiction to review, consider and approve rates and charges prior to their implementation; and

WHEREAS, Section 8(e) of the Franchise Ordinance provides that the Town Council shall hold at least one public hearing after due public notice and prior to approval of any adjustments to rates and charges. Action shall be taken by the Town Council by resolution and shall constitute final agency action; and

WHEREAS, the measures set forth in Town Ordinance 01-03 and Town Ordinance 08-06 are necessary to provide for the protection of public health, safety, and welfare and to preserve the lives and property of the people of the Town; and

WHEREAS, PWSI filed a Petition for a Rate Adjustment and Related Relief with the Town on September 21, 2009, as permitted by Town Ordinance 01-03 (Petition); and

WHEREAS, following due and proper notice as required by Florida Statute and Town Ordinance, the Town Council held a public hearing on the Petition at the meeting on November 16, 2009 which started at 6:30 pm with the actual hearing commencing shortly after 7:20 pm on that date; and

WHEREAS, at said hearing, the Town Council reviewed the Petition, considered the testimony of all interested persons and the documents in the file; and

WHEREAS, pursuant to Section 180.13(2), Florida Statutes, the Town Council is required to establish just and equitable rates and charges to be paid for the use of the municipal utility by each person, firm or corporation whose premises are served thereby.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA:

Section 1. Adoption of Recitals. The above recitals as set forth in the various "Whereas" clauses are hereby adopted and incorporated into the body of this Resolution.

Section 2. Goals and Objectives. The Town Council hereby declares its goals and objectives in granting this rate adjustment to PWSI are as follows:

- a. To establish rates that meet the projected expenditure requirements of the utility system in order to maintain sound financial operations, debt requirements and to fund the anticipated capital needs of the system; and
- b. To establish rates and charges which are just and equitable among customer classes; and
- c. To minimize "rate shock" to customers if possible; and
- d. To promote the conservation of utility resources; and
- e. To establish adequate reserves for emergencies and foreseeable and unforeseen capital needs.

Section 3. Approval of the Suggested Findings of Fact and Recommendations in the Water Rate and Charges Study. The Town Council finds that the suggested findings of fact and recommendations contained in the Water Rate and Charges Study dated July 3, 2009, as performed by the Florida Rural Water Association and attached to the PWSI Petition as Exhibit "B", **are true and correct in all material terms and hereby approves and adopts them**, except as modified in this Resolution.

Section 4. Approval of Suggested Findings of Fact set forth in the Petition filed by Town of Fort Myers Beach Public Works Services, Inc. In addition to other findings of fact set forth elsewhere in this Resolution, the Town Council finds that the following statements of fact alleged in the Petition are true and correct:

- (a) If the adjustments to rates, charges and fees set forth elsewhere in this Resolution are not made, PWSI will remain out of compliance with its loan covenant; and
- (b) If the adjustments to rates, charges and fees set forth elsewhere in this Resolution are not made, PWSI will deplete its capital reserves within Fiscal Year 2009/2010. PWSI has previously been advised of the poor condition of the utility lines and other portions of the utility, and the Town Council finds that it is critical to retain as much of the capital reserves as possible for emergency repairs to the system; and
- (c) The adjustment to utility rates, charges and fees set forth elsewhere in this Resolution meets the projected expenditure requirements of the utility system in order to maintain sound financial operations and debt requirements and to fund the anticipated capital needs of the system; and
- (d) The adjustment to utility rates, charges, and fees set forth elsewhere in this Resolution will be equitable among customer classes, and such adjustments will

promote the conservation of utility resources and maintain adequate reserves for emergencies and unforeseen capital expenditures.

Section 5. Determination of Request for Increase in Water Utility Rates, Fees and Charges. The Town Council of the Town of Fort Myers Beach hereby grants a rate increase to all rates, charges and fees, including but not limited to user fees, administration fees, trip charges, connection fees, tap fees, fire line service charges, creation of reserves for emergency and capital improvement purposes, and administrative fees (collectively "fees"). The increase is approved to include:

- (a) a twenty-three (23%) percent increase on the cost per one thousand (1,000) gallons, billed using a modified block rate schedule; and
- (b) a ten (10%) percent base rate increase in conjunction with a per-unit base rate charge for Multi-Family accounts; and
- (c) the amount of two dollars and seventy-two cents (\$2.72) added to the base rate charge per single family and multi-family unit, and two dollars and seventy-two cents (\$2.72) times the ERU equivalents for commercial accounts, to fund annual capital and emergency reserves of approximately \$300,000; and
- (d) a twenty-three (23%) percent increase to all other system fees and charges as requested in the Petition. The Town Council finds that this increase is in the best interest of the Town utility customers and citizens.

Section 6. Rates, Fees and Charges for Water Utility Service as of January 1, 2010. The rates, fees and charges for water utility service within the Town shall be as follows, effective January 1, 2010:

A. SYSTEM CONNECTION FEES

<u>CLASSIFICATION</u>	<u>No. ERU's</u>	<u>NEW CHARGE</u>
Residential Service		
Single-Family	1	\$ 1,254.60
Multi-Family (per Dwelling Unit)	1	\$ 1,003.60
Recreational Vehicle (per Dwelling Unit/Lot)	.4	\$ 501.84
Commercial Service and All Non-Residential Services:		
<u>Meter Size</u>		
5/8"	1	\$ 1,254.60
3/4"	1.5	\$ 1,881.90
1"	2.5	\$ 3,136.50
1.5"	5	\$ 6,273.00
2"	8	\$ 10,036.80
3"	16	\$ 20,073.60
4"	25	\$ 31,364.00
6"	50	\$ 62,730.00
8"	80	\$100,368.00
10"	145	\$181,917.00

Exception: If a general service connection serves living units such as hotel, motel, or timeshare, etc., with efficiency units that include a kitchen or kitchenette and/or laundry facilities, the connection charge shall be the higher of the fee from the meter size schedule above or the number of dwelling units based on the multi-family ERU equivalent.

B. METER INSTALLATION FEES:

Meter Size

5/8"	\$153.75, or actual cost, whichever is higher
3/4"	\$178.35, or actual cost, whichever is higher
1"	\$239.85, or actual cost, whichever is higher
1.5"	\$504.30, or actual cost, whichever is higher
2"	\$688.80, or actual cost, whichever is higher
3" and above	Actual Cost

In addition to new installations, the appropriate rate listed above may also apply to water service upgrades or facility relocations. Charges for larger meter taps shall be based on estimates of actual time and expense. Amounts collected in excess of actual costs shall be credited to the customer's account or refunded, as applicable. Amounts due, caused by underestimation, shall be billed and payable by the customer within (10) days.

C. TAP-IN CHARGES:

Meter Size

5/8"	\$ 578.10, or actual cost, whichever is higher
3/4"	\$ 602.70, or actual cost, whichever is higher
1"	\$ 688.80, or actual cost, whichever is higher
1.5"	\$1,045.50 or actual cost, whichever is higher
2"	\$1,217.70 or actual cost, whichever is higher
3" and above	Actual Cost

In addition to new installations, the above rate may also apply to water service upgrades or facility relocations. Charges for larger meter taps shall be based on estimates of actual time and expense. Amounts collected in excess of actual costs shall be credited to the customer's account or refunded, as applicable. Amounts due, caused by underestimation, shall be billed and payable by the customer within (10) days.

D. PREMISE VISIT

(Trip Charge)	\$31.37
Weekend	\$45.90

Includes charges for meter re-reads and special reads, customer requested meter test, and any specific activities where a trip to the customer's premises is requested by the customer or as required by the Public Works Services, Inc. Upon written request of any customer, the Public Works Services, Inc. shall, without charge, make a field test for accuracy of the water meter in use at customer's premises, provided that meter has not been tested within the past twelve (12) months.

E. TURN-ON/TURN-OFF CHARGE

	During Normal Working Hours	After Normal Working Hours
Customer Request	\$43.05	\$55.35
Re-connection of Service (non-payment disconnection)	\$49.20	\$67.65

F. PLAN REVIEW FEES

One (1%) percent of the construction cost or \$664.20, whichever is higher.

G. FIRE SERVICE CHARGES

Meter Size

(Based on largest diameter meter installed for fire protection.) Yearly amount.

5/8"	\$ 2.34
3/4"	\$ 3.51
1"	\$ 4.85
1½"	\$ 11.75
2"	\$ 18.76
3"	\$ 37.52
4"	\$ 58.61
6"	\$117.22
8"	\$187.58
10"	\$269.62

H. CUSTOMER DEPOSIT

Residential Service:	
Single-Family	\$ 55.35
Multi-Family (per Dwelling Unit)	\$ 44.28
Recreational Vehicle (per Dwelling Unit/Lot)	\$ 30.75

Commercial Service and all Non-Residential Services:

Meter Size	
5/8"	\$ 55.35
¾"	\$ 82.41
1"	\$ 141.45
1.5"	\$ 276.75
2"	\$ 442.80
3"	\$ 885.60
4"	\$1,383.75
6"	\$2,767.50
8"	\$4,428.00
10"	\$8,028.75

The above deposit amounts are minimums. Additional deposit amounts may be required in order to secure payment of current bills and/or in an amount equal to the average of four months billing, whichever is higher.

I. WATER DELIVERED AND MEASURED BY METER AND MONTHLY BASE RATE:

Block Rate Gallons Charge/1,000 Gallons				
	Block 1	Block 2	Block 3	Block 4
	\$4.80	\$5.80	\$6.80	\$7.80
Customer Rate Blocks (Gallons)				
Customer Classification	Block 1	Block 2	Block 3	Block 4
Single Family Residential, Multi-Family Residential Per Unit	0 – 6,000	6,001 – 30,000	30,001 – 50,000	Above 50,000
Commercial, Irrigation, Non-Residential				

5/8"	0 - 8,000	8,001 - 30,000	30,001 - 60,000	Above 60,000
1"	0 - 9,000	9,001 - 40,000	40,001 - 60,000	Above 60,000
1 1/2"	0 - 12,000	12,001 - 45,000	45,001 - 65,000	Above 65,000
2"	0 - 15,000	15,001 - 50,000	50,001 - 70,000	Above 70,000
3"	0 - 50,000	50,001 - 100,000	100,001 - 400,000	Above 400,000
4"	0 - 60,000	60,001 - 300,000	300,001 - 500,000	Above 500,000
6"	0 - 70,000	70,001 - 400,000	400,001 - 600,000	Above 600,000
8"	0 - 90,000	90,001 - 500,000	500,001 - 700,000	Above 700,000
10"	0 - 150,000	150,001 - 600,000	600,001 - 800,000	Above 800,000

Monthly Base Rate			
Charge Code	Meter Size	Base Charge	Capital Reserves
Single Family Residential, Multi-Family Residential			
1, 12 - 17		\$6.82 per unit	\$2.72 per unit
Commercial			
2	5/8"	\$ 9.30	\$ 2.72
	3/4"	\$ 12.71	\$ 3.88
3	1"	\$ 19.53	\$ 6.80
4	1.5"	\$ 36.85	\$ 13.60
5	2"	\$ 57.04	\$ 21.86
6	3"	\$111.50	\$ 44.12
7	4"	\$172.98	\$ 68.10
	6"	\$343.51	\$136.00
	8"	\$548.08	\$217.60
	10"	\$991.38	\$394.40
Irrigation			
8	5/8"	\$ 9.30	\$ 2.72
9	1"	\$19.53	\$ 6.80
10	1.5"	\$36.85	\$13.60
11	2"	\$57.04	\$21.86

In addition, each residential, non-residential and commercial account will be charged a monthly administrative fee of \$2.77 and a late fee of 1% or six dollars and twenty five cents (\$6.25), whichever is the greater, if payment is not received by the due date.

SECTION 7. Rates, Fees and Charges are Fair and Just. The Town Council finds that the rates, fees and charges which will take effect on January 1, 2010, as set forth elsewhere in this Resolution, are just and equitable rates and charges pursuant to the requirements of Section 180.13(2), Florida Statutes and accomplish the Town goals and objectives set forth in Section 2 above.

SECTION 8. Segregation of Capital Reserves Into Restricted Account. The Town Council hereby directs PWSI to segregate all funds collected for capital reserves in a separate and restricted account to be used solely for capital purposes and not for day-to-day water system operations and maintenance.

SECTION 9. Effective Date. This resolution shall be effective immediately; however, the rates and charges specified above shall take effect on January 1, 2010.

The foregoing Resolution was adopted by the Fort Myers Beach Town Council upon a motion by Councilmember Babcock and a second by Councilmember Raymond, with the vote as follows:

Herb Acken	<u>aye</u>	Tom Babcock	<u>aye</u>
Larry Kiker	<u>aye</u>	Jo List	<u>aye</u>
Bob Raymond	<u>aye</u>		

DULY ADOPTED THIS 16th day of November, 2009.

Town Council of the Town of Fort Myers Beach

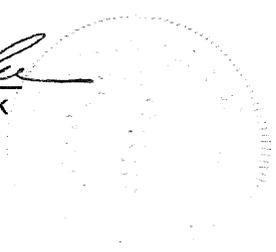
BY: Larry Kiker
Larry Kiker, Mayor

Approved as to legal sufficiency:

By: Anne Dalton
Anne Dalton, Esquire
Town Attorney

ATTEST:

By: Michelle D. Mayher
Michelle D. Mayher, Town Clerk



RESOLUTION OF THE TOWN COUNCIL OF
THE TOWN OF FORT MYERS BEACH, FLORIDA
RESOLUTION NUMBER 11-22

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH **APPROVING** THE PETITION OF THE TOWN OF FORT MYERS BEACH PUBLIC WORKS SERVICES, INC. FOR AN ADJUSTMENT IN WATER CHARGES TO WATER UTILITY CUSTOMERS OF THE TOWN OF FORT MYERS BEACH TO INCREASE RETAIL POTABLE WATER RATES IN AN AMOUNT THAT IS EQUAL TO THE LEE COUNTY WHOLESALE WATER RATE INCREASES THAT HAVE BEEN APPROVED BY LEE COUNTY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Article VIII, Section 2 of the State Constitution and Chapter 166 of the Florida Statutes provide that municipalities shall have the governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal services, and exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, Article X of the Town Charter empowers the Town to adopt, amend, or repeal such ordinances and resolutions as may be required for the proper governing of the Town; and

WHEREAS, Town Ordinance 01-03 granted the Town of Fort Myers Beach Public Works Services, Inc. (PWSI) an exclusive right, privilege and franchise to construct, maintain, equip and operate a water supply and distribution system within the Town and to provide a water utility service within the Town's Service Area, as set forth more fully in Section Three (3) of said Ordinance (Franchise Ordinance); and

WHEREAS, Section 8 (a) of the Franchise Ordinance provides that water utility rates and charges, inclusive of connection and disconnection charges, impact fees, readiness-to-serve charges, demand charges, meter Charges and the like, may be adjusted by PWSI as provided therein; and

WHEREAS, Section 8(b) of the Franchise Ordinance, as amended by Town Ordinance 08-06, provides that all requests by PWSI for rate and charge adjustments shall be filed with the Town Council in the form of a "Petition for Rate Adjustment," with supporting documentation, at least thirty days prior to the proposed effective date for the adjustment; and

WHEREAS, Section 8(c) of the Franchise Ordinance and Section 180.13(1), Florida Statutes, provides that the Town Council has the jurisdiction to review, consider and approve rates and charges prior to their implementation; and

WHEREAS, Section 8(e) of the Franchise Ordinance provides that the Town Council shall hold at least one public hearing after due public notice and prior to approval of any adjustments to rates and charges. Action shall be taken by the Town Council by resolution and shall constitute final agency action; and

WHEREAS, the measures set forth in Town Ordinance 01-03 and Town Ordinance 08-06 are necessary to provide for the protection of public health, safety, and welfare and to preserve the lives and property of the people of the Town; and

WHEREAS, PWSI filed a Petition for a Rate Adjustment with the Town on September 26, 2011, as permitted by Town Ordinance 01-03 (Petition); and

WHEREAS, following due and proper notice as required by Florida Statute and Town Ordinance, the Town Council held a public hearing on the Petition for Rate Adjustment at the meeting on November 7, 2011 which started at 9:00 am with the actual hearing commencing shortly after 9:00 am on that date; and

WHEREAS, at said hearing, the Town Council reviewed the Petition, considered the testimony of all interested persons and the documents in the file; and

WHEREAS, pursuant to Section 180.13(2), Florida Statutes, the Town Council is required to establish just and equitable rates and charges to be paid for the use of the municipal utility by each person, firm or corporation whose premises are served thereby.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA:

Section 1. *Adoption of Recitals.* The above recitals as set forth in the various "Whereas" clauses are hereby adopted and incorporated into the body of this Resolution.

Section 2. *Determination of Request for Rate Adjustment.* The Town Council of the Town of Fort Myers Beach hereby approves a rate increase in the amount of twenty-six (26) cents per one thousand (1,000) gallons for each Block Rate for all water utility customers. This adjustment represents an increase that is equivalent to the increase in the wholesale (bulk) water rate recently approved by Lee County, as set forth in the Petition. The Town Council finds that this increase is in the best interest of the Town citizens.

Section 3. *Amount of Retail Water Rate Following Rate Increase.* Following the rate increase approved in Section 2 above, the new retail water rate for all water utility customers will be:

Block 1 \$5.06 per 1,000 gallons

Block 2 \$6.06 per 1,000 gallons

Block 3 \$7.06 per 1,000 gallons

Block 4 \$8.06 per 1,000 gallons

Section 3. *Effective Date.* This Resolution shall take effect on November 9, 2011.

A motion to approve this Resolution was made by Councilmember Kosinski and seconded by Councilmember Mandel and upon being put to a vote, the result was as follows:

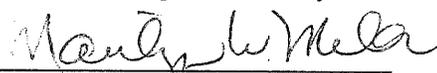
Larry Kiker, Mayor	aye
Robert Raymond, Vice-Mayor	aye
Jo List	aye
Alan Mandel	aye
Joe Kosinski	aye

ADOPTED ON THE 7th DAY OF NOVEMBER 2011.

TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH

By: 
Larry Kiker, Mayor

Approved as to legal sufficiency:

By: 
Town Attorney

Attest:

By: 
Michelle D. Mayher, Town Clerk

MINUTES
FORT MYERS BEACH
Selection Advisory Committee

Town Hall – Council Chambers
2523 Estero Boulevard
Fort Myers Beach, FL 33931

Wednesday, March 28, 2012

I. CALL TO ORDER

Meeting was called to order at 2:25 PM by Mr. Peter Boers. Other members present:

Walter Fluegel
Cathie Lewis
Michelle Mayher
Evelyn Wicks

II. APPROVAL OF MINUTES

Motion: Ms. Fluegel moved to approve minutes from February 15, 2012.

Seconded by Ms. Lewis;

Vote: Motion passed unanimously.

III. SELECTION AND RANKING FOR WATER UTILITY RATE STUDY RFQ 12-01-PW

Mr. Boers reported that there were six proposals which he handed out for the committee to review. Ms. Lewis said that all of the members have ranked GAI the highest and asked for a consensus as to the need for a presentation. She said she has had personal contact with many of the people who have submitted proposals but others may not have had that contact. Ms. Wicks agreed that a short presentation would be helpful and there was discussion about possibly asking for presentations addressing specific questions. Mr. Boers suggested that they include a Q&A period, proposing 15 minutes for presentation and 15 for Q&A.

Ms. Wicks commented that one of the major points should be the firm's understanding of not only the concept of what the town wants but how they will be able to interact with the staff. She said that she didn't feel that all of the firms understood exactly how the project would interact with the utility and the staff.

Ms. Lewis said that 2 of the 3 top firms intend to use outside consultants to review the operations so she feels that they need to bring those people, the key personnel, to the presentations. She added that there was also only one firm that was able to identify the duration/timeline of the project. At the presentations, the firms should be prepared to

address the timeline and she stressed the need to have the engineering component presented as well. Ms. Wicks added that she would like to have the presenters show the software models that will be used.

Mr. Boers commented that one of the criteria is the understanding approach to the project and wondered if that would be a good topic for presentations. Ms. Lewis agreed but cautioned that they need to put a limit on the time allotted for these presentations. Ms. Mayher suggested that when they make the invitation to the firms to present, they also request that the key personnel be part of that part. Mr. Boers will draft the invitation and they agreed that they would do the ranking right after the presentations.

Motion: Ms. Lewis moved to send invitations to present a 15 minute program with a 15 minute Q&A segment to the top ranked 3 firms RFC, INC, PRMG, INC. and GIA Consultants.

Seconded by Ms. Mayher;

Vote: Motion passed unanimously.

Mr. Fluegel suggested that they have a list of questions so that all are provided the same questions and all firms treated equally.

IV. ADJOURNMENT

Motion: Mr. Fluegel moved to adjourn.

Seconded by Ms. Mayher;

Vote: Motion passed unanimously.

Meeting adjourned at 2:53 PM.

The next meeting will be on April 12, 2012 from 10:00 until noon for the scheduled presentations.

Adopted 4-12/12 with/without changes. Motion by 1ST LEWIS / 2ND FLUEGEL
(DATE)

Vote: 4-0 Signature: 

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MINUTES
FORT MYERS BEACH
Selection Advisory Committee

Town Hall – Council Chambers
2523 Estero Boulevard
Fort Myers Beach, FL 33931

Thursday, April 12, 2012

I. CALL TO ORDER

Meeting was called to order at 11:50 AM by Mr. Peter Boers. Other members present:

Walter Fluegel
Cathie Lewis
Michelle Mayher
Evelyn Wicks
Patti Evans
Lisa Kolar

II. DISCUSSION OF PRESENTATIONS FOR WATER UTILITY RATE STUDY

Mr. Boers called the meeting to order to discuss the 3 presentations by GAI Consultants at 10:00, PRMG 10:40 and RFC at 11:15 AM.

Mr. Boers stated that was impressed with the presentation by GAI and other attributes of the company. He commented that PRMG's outside consultant seemed "very knowledgeable." He added that he liked the fact that the last firm, RFC, started with the timeline in mind.

Mr. Fluegel opined that GAI had a "well thought out" structured approach that seemed almost "canned." He felt PRMG and RFC have better "local knowledge of the issues and circumstances" than GAI. He said he was disappointed in GAI's response about public participation, more so after hearing PRMG's response.

Ms. Wicks commented that she doesn't feel this is essential at this point in the process. Her first choice is also GAI and she ranked the other 2 firms even.

Ms. Lewis said that GAI has had local work and they've been in this area for a long time. She said PRMG is a "powerhouse" with vast resources; however, most of the work they've done is larger scale, mostly county level. Ms. Lewis added that she saw no local references for RFC at all. She did agree that GAI presented the exact material that was in their proposal and this was disappointing, even though they had "done their homework." Ms. Lewis was very concerned about the fact that Gerry Hartman was not present for this presentation since he will be involved.

Ms. Mayher said she was not impressed with GIA's presentation and was "turned off in 2 minutes." She said she couldn't listen to that presenter and thought she could have used a handout; she preferred the last presentation by RFC and based her opinion solely on the programs themselves, not the abilities of the firms.

Ms. Kolar was concerned with the size of the firm and wondered if the large firms would have too many people involved rather than provide a personal approach. She felt that PMRG did a good job of selling themselves.

Ms. Wicks pointed out that many of the "team members" for each firm were not present and the group discussed that, as well as the advantage of the firms having in-house legal counsel.

Motion: Ms. Mayher moved to rank GAI first and RFC second.

Seconded by Ms. Lewis;

Vote: Motion passed unanimously.

III. APPROVAL OF MINUTES OF MARCH 28, 2012

Motion: Ms. Lewis moved to approve the minutes as recorded.

Seconded by Mr. Fluegel;

Vote: Motion passed unanimously.

IV. ADJOURNMENT

Motion: Mr. Fluegel moved to adjourn.

Seconded by Ms. Lewis;

Vote: Motion passed unanimously.

Meeting adjourned at 12:15 PM.

Adopted _____ with/without changes. Motion by _____
(DATE)

Vote: _____ Signature: _____

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