



VILLAGE OF NORTH PALM BEACH **REVISED** REGULAR SESSION AGENDA

VILLAGE HALL COUNCIL CHAMBERS
501 U.S. HIGHWAY 1

THURSDAY, JUNE 25, 2020
7:30 PM

Susan Bickel
Mayor

Mark Mullinix
Vice Mayor

David B. Norris
President Pro Tem

Darryl C. Aubrey
Councilmember

Deborah Searcy
Councilmember

Andrew D. Lukasik
Village Manager

Leonard G. Rubin
Village Attorney

Jessica Green
Village Clerk

In accordance with Executive Order No. 20-91 issued by Governor Ron DeSantis on April 1, 2020, all senior citizens and individuals with a significant underlying medical condition are ordered to stay at home and limit the risk of exposure to COVID-19. The Order further indicates that all persons in Florida shall limit their personal interactions outside of their homes to only those necessary to obtain or provide essential services or conduct essential activities. Similarly, the Centers for Disease Control and Prevention guidance advises that all individuals adopt far-reaching social distancing measures, including avoiding gatherings of more than 10 people. Therefore, in accordance with Executive Order No. 20-69 issued by the Governor on March 20, 2020, the Village of North Palm Beach shall utilize communications media technology to facilitate public participation in this meeting electronically, via internet access or telephone.

INSTRUCTIONS TO JOIN MEETING ELECTRONICALLY

To join meeting by computer (video & audio) click or type the following link in address bar:

<https://us02web.zoom.us/j/87908730172?pwd=UG8rbDNIZHVCS2hkTXJXL3h2SWp1dz09>

Meeting ID: 879 0873 0172

Password: 627229

To join meeting by phone (voice only):

888 475 4499 US Toll-free

877 853 5257 US Toll-free

Meeting ID: 879 0873 0172

Public Comments: Public comments can be submitted by filling out the electronic public comment form that can be accessed by clicking the following link [Public Comment Form](#). Public comments can also be made by leaving a voice message at 561-904-2126. All public comments will be read into the record at the Public Comment portion of the meeting.

For full detailed instructions on how to the join the meeting by either telephone or by computer please see the Village of North Palm Beach Village Council webpage or click on the following links:

[Instructions for attending Village Council Meeting by phone](#)

[Instructions for attending Village Council Meeting by computer](#)

AGENDA

ROLL CALL

INVOCATION - VICE MAYOR

PLEDGE OF ALLEGIANCE - MAYOR

AWARDS AND RECOGNITION

APPROVAL OF MINUTES

- [1.](#) Minutes of the Regular Session held 6/11/2020

COUNCIL BUSINESS MATTERS

STATEMENTS FROM THE PUBLIC, PETITIONS AND COMMUNICATIONS

Members of the public may address the Council concerning items on the Consent Agenda or any non agenda item under Statements from the Public. **Time Limit: 3 minutes**

Members of the public who wish to speak on any item listed on the Regular Session or Workshop Session Agenda will be called on when the issue comes up for discussion. **Time Limit: 3 minutes**

Anyone wishing to speak should complete a Public Comment Card (on the table at back of Council Chambers) and submit it to the Village Clerk prior to the beginning of the meeting.

DECLARATION OF EX PARTE COMMUNICATIONS

PUBLIC HEARINGS AND QUASI-JUDICIAL MATTERS

- [2.](#) **1ST READING OF ORDINANCE 2020-02 – CODE AMENDMENT – CHRONIC NUISANCE PROPERTY** Consider a motion to adopt on first reading Ordinance 2020-02 amending Chapter 2 "Administration", of the Village Code of Ordinances to adopt a new Article VIII, "Chronic Nuisance Abatement Property Code", to identify and address properties that are not property managed and/or maintained and which negatively impact both adjacent properties and the health, safety and welfare of the Village.

CONSENT AGENDA

The Consent Agenda is for the purpose of expediting issues of a routine or pro-forma nature. Councilmembers may remove any item from the Consent Agenda, which would automatically convey that item to the Regular Agenda for separate discussion and vote.

3. **RESOLUTION** – Approving a Federally-Funded Subaward and Grant Agreement with the State of Florida Division of Emergency Management for the receipt of FEMA grant funds; and authorizing execution of the Agreement.
4. Receive for file Minutes of the Library Advisory Board meeting held 5/26/20.

OTHER VILLAGE BUSINESS MATTERS

5. **RESOLUTION – PURCHASE OF REFURBISHMENT TO COVERSOT MOBILE CANOPY FOR COUNTRY CLUB DRIVING RANGE** Approving the sole source purchase of the refurbishment of a Covershots mobile canopy by Covershots Mobile Canopies International, LLC for the Country Club Driving Range at a total cost of \$36,662.
6. **RESOLUTION – SANITATION TRUCK PURCHASE** Approving the acquisition of a 2020 Mack Rear Loader Sanitation vehicle from Nextran Corporation d/b/a Nextran Truck Center of Riviera Beach pursuant to pricing established in an existing Florida Sheriff's Association Contract; approving a seven-year lease agreement with Pinnacle Public Finance, Inc. at a total cost of \$270,928 over the term of the lease; and declaring one 2001 Sterling Acterra Rear Loader Sanitation Truck #67 as surplus property and authorizing its disposal.

COUNCIL AND ADMINISTRATION MATTERS

MAYOR AND COUNCIL MATTERS/REPORTS

7. Motion - Designating a voting delegate for the Florida League of Cities Conference

VILLAGE MANAGER MATTERS/REPORTS

8. Stormwater Study Presentation
9. Strategic Planning - Prioritization

REPORTS (SPECIAL COMMITTEES AND ADVISORY BOARDS)

ADJOURNMENT

If a person decides to appeal any decision by the Village Council with respect to any matter considered at the Village Council meeting, he will need a record of the proceedings, and for such purpose he 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 (F.S. 286.0105).

In accordance with the Americans with Disabilities Act, any person who may require special accommodation to participate in this meeting should contact the Village Clerk's office at 841-3355 at least 72 hours prior to the meeting date.

This agenda represents the tentative agenda for the scheduled meeting of the Village Council. Due to the nature of governmental duties and responsibilities, the Village Council reserves the right to make additions to, or deletions from, the items contained in this agenda.

**DRAFT MINUTES OF THE REGULAR SESSION
VILLAGE COUNCIL OF NORTH PALM BEACH, FLORIDA
JUNE 11, 2020**

Present: Susan Bickel., Mayor
Mark Mullinix, Vice Mayor
David B. Norris, President Pro Tem
Darryl C. Aubrey, Sc.D., Councilmember
Deborah Searcy, Councilmember
Chuck Huff, Special Projects Director
Len Rubin, Village Attorney
Jessica Green, Village Clerk

Absent: Andrew D. Lukasik, Village Manager

ROLL CALL

Mayor Bickel called the meeting to order at 7:30 p.m. All members of Council were present. All members of staff were present except for Andrew D. Lukasik, Village Manager. Special Projects Director Chuck Huff attended the meeting on behalf of Mr. Lukasik.

INVOCATION AND PLEDGE OF ALLEGIANCE

Vice Mayor Mullinix gave the invocation and Mayor Bickel led the public in the Pledge.

APPROVAL OF MINUTES

The Minutes of the Regular Session held May 28, 2020 were approved as written.

STATEMENTS FROM THE PUBLIC, PETITIONS AND COMMUNICATIONS

Ben Abbott, 916 Sanctuary Cove Drive, recommended a meet and greet between the Village's Police officers and residents as well as changes to how the Village police officers are evaluated and additional training with regards to different scenarios that are in line with current events.

Martha Andres, 732 Tradewind Drive, requested that the time allowed to begin lawn services be changed to 7 a.m. instead of 8 a.m. during the summertime, and also for resident boat owners to be allowed to keep their boats in their front yards during the summertime.

CONSENT AGENDA

President Pro Tem Norris moved to approve the Consent Agenda. Councilmember Aubrey seconded the motion which passed unanimously. The following items were approved:

Resolution – Approving the issuance of a blanket purchase order to GL Staffing Services, Inc. for temporary Sanitation Collector staffing in an amount not to exceed \$15,000.

Receive for file Minutes of the Planning Commission meeting held 4/28/20.

RESOLUTION 2020-40 – PAYMENT TO PEACOCK + LEWIS FOR ADDITIONAL DESIGN SERVICES

A motion was made by President Pro Tem Norris and seconded by Councilmember Aubrey to adopt Resolution 2020-40 entitled:

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, APPROVING A PAYMENT TO PEACOCK + LEWIS ARCHITECTS AND PLANNERS, LLC FOR ADDITIONAL DESIGN SERVICES RELATING TO THE COUNTRY CLUB CLUBHOUSE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Special Projects Director Chuck Huff explained the reason for requesting the payment for additional design services for the Country Club Clubhouse. Mr. Huff stated that the designs were for the buildings located on the pool deck.

Thereafter, the motion to adopt Resolution 2020-40 passed unanimously.

VILLAGE COUNCIL MATTERS/REPORTS

Councilmember Aubrey distributed a picture of a utility trailer located at 508 Harbour Road. Councilmember Aubrey stated that a complaint was made regarding the utility trailer and that the Village's current code does not address utility trailers. Councilmember Aubrey made suggestions that could be made to the Village's code to address utility trailers.

Discussion ensued between Council and Mr. Rubin regarding possible changes to the Village's code to address utility trailers.

President Pro Tem Norris recommended that the Village's code regarding tree trimming needed to be reviewed and revised.

Discussion ensued between staff and Council regarding tree trimming rules and requirements.

Vice Mayor Mullinix recommended that Council reconsider their decision to cancel the 4th of July fireworks event.

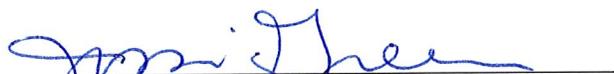
Discussion ensued between staff and Council regarding the cancellation of the 4th of July fireworks event.

After thorough discussion, the 4th of July fireworks event remained canceled.

Mayor Bickel read into the record a public comment received from Leanne Schmitt, 604 Eastwind Drive. In her comment, Ms. Schmitt stated that due to COVID-19 limitations, the free swim pool hours at the Country Club are Tuesday through Sunday 12:30 p.m. to 3:30 p.m. The remaining time is open for lap swim and swim team lessons only. Ms. Schmitt requested that the Country Club pool have longer open swim hours for families.

ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 8:05 p.m.



Jessica Green, MMC, Village Clerk

VILLAGE OF NORTH PALM BEACH
VILLAGE ATTORNEY'S OFFICE

TO: Honorable Mayor and Council
THRU: Andrew D. Lukasik, Village Manager
FROM: Leonard G. Rubin, Village Attorney
DATE: June 11, 2020
SUBJECT: **ORDINANCE 1st Reading** – Amending Chapter 2 of the Village Code of Ordinances to adopt a Chronic Nuisance Property Code

The purpose of this Ordinance is to identify and address properties within the Village that have a significant adverse impact on the quality of life and safety of the surrounding area; negatively affect the value of adjacent properties; and are a financial and operational burden on the resources of the Village, especially the Police and Fire Rescue Departments. Once the chronic nuisance properties are identified, the Village seeks to hold those persons responsible for such nuisance activities or conditions accountable; assist in abating the existence of such activities and conditions; and recover the cost of providing services to the properties.

Under the proposed Ordinance, the Village may declare a property a chronic nuisance property if a pattern of nuisance activity exists on the property. A pattern of nuisance activity consists of:

- Police Department response to three or more nuisance activities within 30 days;
- Police Department response to seven or more nuisance activities within six months; or
- Police Department of Fire Rescue Department response to three or more calls within 30 days or seven or more calls within six months to assist an individual who displays the symptoms of an overdose of a controlled substance.

By definition, nuisance activities include a wide array of violations of the Village Code (from alcoholic beverages to noise control) and the Florida Statutes (from battery to the discharge of firearms to prostitution). These activities are listed in Section 2-302 of the proposed Ordinance.

Once the Village has declared a property a chronic nuisance, the Village will send a declaration of chronic nuisance to the property owner. The declaration contains a description of the nuisance activities and includes a proposed **nuisance abatement agreement** outlining the corrective action to be taken by the property owner to remedy the nuisance activity. The corrective action plan may include a number of abatement measures, including but limited to the following:

- Commencement of eviction action to remove individuals engaged in nuisance activity from the property;
- Implementation of Crime Prevention through Environmental Design (CPTED) measures;
- Site visits and inspections at various times of day and night;
- Hiring property management and private security;
- Installing security cameras with recording capabilities;
- Use of written lease agreements (rental properties) or written registers (hotels/motels) confirmed with official identification;
- Criminal background checks for prospective tenants; and

- Posting of no trespassing signs

If the property owner refuses to enter into the nuisance abatement agreement or subsequently violates the terms of the agreement, the case is presented to the special magistrate. If the declaration of chronic nuisance is upheld, the special magistrate enters a chronic nuisance order which:

- Authorizes the Village to provide chronic nuisance services to the property and abate the nuisance;
- Authorizes the Village to bill the costs of any chronic nuisance services to the owner of the property; and
- Authorizes the Village to require the owner of the chronic nuisance property to implement reasonable and specific measures that the property owner must take to curtail or eliminate the reoccurrence of nuisance activities on the property.

The chronic nuisance order remains in effect until terminated by the special magistrate once the nuisance activities have been abated on the property for a period of one year and when requested by either the Village or the property owner.

Once the chronic nuisance order is in place, the Village can bill the property owner for the actual cost of providing chronic nuisance services, including calls for Police and Fire Rescue services. If the property owner fails to pay the bill, the Village Council, through the adoption of a Resolution, may assess such charges and impose a lien against the property. This assessment lien is superior to all other liens, with the exception of a lien for taxes. A number of municipalities impose such costs as a non-ad valorem assessment. Due to the limited number of chronic nuisance properties within the Village, this Ordinance provides for the imposition of a lien. However, the Ordinance may be amended to provide for non-ad valorem assessments. Based on the statutory requirements applicable to the uniform method of imposing and collecting non ad valorem assessments, if the Village were to adopt a notice of intent to use the uniform method during the 2020 calendar year, such assessments would not actually be imposed against the property until the 2022 calendar year.

When there is a change in title to property that is subject to a chronic nuisance abatement order, the new owner has forty-five (45) days to provide the Village with an action plan and implement that plan.

There is no immediate fiscal impact.

Recommendation:

Village Staff recommends Council consideration and adoption on first reading of the attached Ordinance amending Chapter 2 of the Village Code of Ordinances to adopt a Chronic Nuisance Property Code in accordance with Village policies and procedures.

1 **Sec. 2-301. Purpose and Intent.**

2
3 (a) Purpose. The purpose of this article is to identify properties that
4 have a significant adverse impact on the quality of life and safety of the surrounding
5 area, negatively affect the value of adjacent properties, and are a financial and
6 operational burden to the village by generating repeated calls for service.

7
8 (b) Intent. The intent of this article is to:

9
10 (1) Identify chronic nuisance activities and chronic nuisance conditions;

11
12 (2) Hold accountable those persons responsible for such nuisance
13 activities and/or conditions on the property;

14
15 (3) Penalize those who commit crimes or those who permit conditions
16 to exist that give rise to crime or excessive calls for service to the
17 police and fire rescue departments;

18
19 (4) Establish rules, procedures and penalties to address property owners
20 that have chronic nuisance issues and fail to take corrective
21 measures;

22
23 (5) Work in partnership with the owners to address the negative results
24 caused by chronic nuisance activities and/or conditions, and to
25 improve the vitality of neighborhoods by addressing excessive calls
26 for service to the police and fire rescue departments; and

27
28 (6) Establish the cost of Village response and enforcement services to
29 the property owners identified as owning chronic nuisance
30 properties.

31
32 **Sec. 2-302. Definitions.**

33
34 When used in this article, the following terms shall have the meanings
35 ascribed to them in this section except where the context clearly indicates a different
36 meaning:

37
38 Action plan or corrective action plan means a plan prepared by the village,
39 incorporated into a nuisance abatement agreement and agreed to by the owner, to
40 address and eliminate nuisance activity on the owner's property by the
41 implementation of proactive steps by the property owner.

42
43 Chronic nuisance property means a property on which one or more
44 continuing nuisance activities occurs or reoccurs in accordance with the terms of
45 this article.

46
47 Chronic nuisance services mean remedial actions taken by the village to
48 eliminate or mitigate a nuisance condition that threatens the public health, safety or
49 welfare.

1
2 Nuisance activity means any activity relating to the following violations,
3 whenever engaged in by the property owner, operator, agent, tenant, or invitee of
4 the property owner, operator, agent or tenant (all references to Florida Statutes are
5 to Florida Statutes 2019 or as amended thereafter):
6

- 7 (1) Chapter 3 - alcoholic beverages.
- 8
- 9 (2) Chapter 19, article V - noise control.
- 10
- 11 (3) Chapter 19, article II - sexual offenders and sexual predators.
- 12
- 13 (4) F.S. § 767.12 - dangerous dogs.
- 14
- 15 (5) F.S. § 784.03 - battery; felony battery.
- 16
- 17 (6) F.S. § 784.041 - felony battery.
- 18
- 19 (7) F.S. § 784.045 - aggravated battery.
- 20
- 21 (8) F.S. § 790.10 - improper exhibition of dangerous weapons or
22 firearms.
- 23
- 24 (9) F.S. § 790.15(1) - discharging firearm in public.
- 25
- 26 (10) F.S. § 796.06 - renting space to be used for prostitution.
- 27
- 28 (11) F.S. § 796.07 - prostitution.
- 29
- 30 (12) F.S. § 800.03 - exposure of sexual organs.
- 31
- 32 (13) F.S. § 806.13- criminal mischief.
- 33
- 34 (14) F.S. § 810.08 - trespass in structure or conveyance.
- 35
- 36 (15) F.S. § 810.09 - trespass on other than structure or conveyance.
- 37
- 38 (16) F.S. § 812.014 - theft.
- 39
- 40 (17) F.S. § 812.019 - dealing in stolen property.
- 41
- 42 (18) F.S. § 812.173 – convenience business security.
- 43
- 44 (19) F.S. § 823.01 - nuisance.
- 45
- 46 (20) F.S. § 828.12 - cruelty to animals.
- 47
- 48 (21) F.S. § 843.01 - resisting officer with violence.
- 49

- 1 (22) F.S. § 843.02 - resisting officer without violence.
2
3 (23) F.S. § 856.011 - disorderly intoxication.
4
5 (24) F.S. § 856.015 - open house parties.
6
7 (25) F.S. § 856.021 - loitering or prowling.
8
9 (26) F.S. § 856.022 - loitering or prowling in close proximity to children.
10
11 (27) F.S. ch. 874 - criminal gang enforcement and prevention.
12
13 (28) F.S. § 877.03 - breach of the peace; disorderly conduct.
14
15 (29) F.S. ch. 893 - any offense under the Florida Comprehensive Drug
16 Abuse Prevention and Control Act, including but not limited to
17 public nuisances as defined by § 893.138.
18
19 (30) Any other offense under state or federal law that is punishable by a
20 term of imprisonment exceeding one (1) year.
21
22 (31) A call for service to property for police or fire rescue personnel to
23 assist an individual who displays the symptoms of an overdose of a
24 controlled substance.

25
26 *Nuisance abatement agreement* means an agreement entered into between
27 the village and the property owner that contains an action plan to be implemented
28 by the property owner to address and abate the nuisance activity.
29

30 *Nuisance condition* means any temporary or permanent condition on the
31 property which arises from nuisance activity.
32

33 *Operator* means any agent, employee, property manager, tenant, sub-tenant,
34 contractor, subcontractor, licensee, invitee, or other individual or entity that is
35 authorized by the property owner to supervise, manager or otherwise control any
36 activities which may occur on the property.
37

38 *Pattern of nuisance activity.* Real property shall be deemed to exhibit a
39 pattern of nuisance activity if:
40

- 41 (1) The village's police department has responded to three (3) or more
42 nuisance activities at the property within thirty (30) days;
43
44 (2) The village's police department has responded to seven (7) or more
45 nuisance activities at the property within six (6) months; or
46
47 (3) The village's police department or fire rescue department has
48 responded to three (3) or more calls for service within thirty (30)
49 days or seven (7) or more calls for service within six (6) months to

1 assist an individual who displays the symptoms of an overdose of a
2 controlled substance.

3
4 **Sec. 2-303. Construction and application.**

5
6 A pattern of nuisance activity shall not be construed to include:

7
8 (1) A nuisance activity that does not arise from the conduct of the
9 property owner, operator, agent, tenant, or invitee of the property
10 owner, operator, agent or tenant or where the property owner,
11 operator, agent or tenant is the victim of a crime;

12
13 (2) A complaint or call for service to which the village responded and
14 the village determined that no violation was committed; or

15
16 (3) A domestic violence call.

17
18 **Sec. 2-304. Separate occurrences.**

19
20 For purposes of this article, every instance that the police department or fire
21 rescue department responds to a nuisance activity at the property shall be a separate
22 occurrence.

23
24 **Sec. 2-305. Declaration of chronic nuisance; action plan.**

25
26 (a) Declaration of chronic nuisance property. If a pattern of nuisance
27 activity exists upon real property, the village may declare the property to be a
28 chronic nuisance property. The village shall send its declaration of chronic nuisance
29 to the property owner by hand delivery or certified mail, return receipt requested,
30 and first-class mail to the address listed on the ad valorem tax roll or the property
31 appraiser's database. The declaration of chronic nuisance property constitutes a
32 notice of violation which, if unaddressed in an executed nuisance abatement
33 agreement, may be prosecuted by the village before the village's special magistrate.
34 Mailing to the property owner at the address listed on the ad valorem tax roll or the
35 property appraiser's database shall be prima facie proof of delivery. Notice shall
36 also be posted at the property where the nuisance activities occurred. Removal of
37 the posted notice without written approval of the village is prohibited and shall
38 constitute a separate violation of this article.

39
40 (b) Contents of declaration of chronic nuisance property. The
41 declaration of chronic nuisance property shall contain at least the following
42 information:

43
44 (1) A reference to chapter 2, article VIII (the "Village of North Palm
45 Beach Chronic Nuisance Property Code");

46
47 (2) The address and parcel control number of the property;

48
49 (3) The dates that the nuisance activities occurred at the property;

- 1
2 (4) A description of the nuisance activities;
3
4 (5) A proposed nuisance abatement agreement which outlines the
5 corrective action to be taken by the property owner to remedy the
6 nuisance activity.
7
8 (6) A statement that the property owner’s failure to enter into a nuisance
9 abatement agreement within fifteen (15) days of the declaration of
10 chronic nuisance will result in a violation of this article and further
11 prosecution and enforcement action by the village before the
12 village’s special magistrate or by other legal actions available to the
13 village.
14
15 (7) A statement that the costs of any chronic nuisance services provided
16 by the village to a property that has been declared to be a chronic
17 nuisance property may be levied against the property as a lien
18 superior to all other private rights, interests, liens, encumbrances,
19 titles and claims upon the property and equal in rank and dignity
20 with a lien for ad valorem taxes; and
21
22 (8) A warning that the posted notice cannot be removed except with
23 written permission from the Village.
24

25 (c) *Nuisance abatement agreement.* A nuisance abatement agreement
26 shall set forth a corrective action plan with specific measures that the property
27 owner must take to curtail or eliminate the reoccurrence of nuisance activities at the
28 property. The nuisance abatement agreement shall contain a timetable for
29 corrective action. The corrective action plan may include abatement measures
30 which must be taken by the property owner including, but not limited to:

- 31
32 (1) Commencement of an eviction action to remove those individuals
33 engaged in the nuisance activity from the property;
34
35 (2) Implementation of crime prevention through environmental design
36 (CPTED) measures;
37
38 (3) Frequency of site visits and inspections at various times of both day
39 and night;
40
41 (4) Hiring of property management;
42
43 (5) Hiring of private security;
44
45 (6) Installation of security cameras with recording capabilities;
46
47 (7) Use of a written lease agreement for rental properties or a written
48 register confirmed with official identification for public lodging
49 establishments;

1 (8) Criminal background checks for prospective tenants and lease
2 renewals;

3
4 (9) Posting of "no trespassing" signs at the property and execution of a
5 "no trespass affidavit" authorizing the police department to act as an
6 agent of the property owner to enforce trespass statutes on the
7 property;

8
9 (10) Regular requests to the police department for offense and incident
10 reports relating the property.

11
12 (11) Written documentation of all efforts to curtail or eliminate the re-
13 occurrence of nuisance activities on the property;

14
15 (12) Any other action that the village determines is reasonably sufficient
16 to curtail or eliminate the reoccurrence of nuisance activities on the
17 property.

18
19 (d) *Modification of nuisance abatement agreement.* The village may
20 agree to modify the proposed or finalized nuisance abatement agreement when the
21 property owner demonstrates that modification will improve the nuisance
22 abatement action.

23
24 (e) *Recording of memorandum of agreement.* When a nuisance
25 abatement agreement is entered into, a memorandum of agreement specifying the
26 property address shall be recorded by the village in the public records of Palm
27 Beach County, Florida.

28
29 (f) *Monitoring and compliance.* The village will periodically monitor
30 the property to assure compliance for a period of one (1) year following execution
31 of the agreement. If the property owner complies with the agreement, as
32 determined by the village, the declaration of chronic nuisance will be rescinded, the
33 village will issue and record a notice of compliance related to the memorandum of
34 agreement that was previously recorded, and no further action by the property
35 owner shall be required. The village may require the property owner to enter into
36 a new agreement if a nuisance activity reoccurs.

37
38 (g) *Inadequacy of action plan.* If the Village determines during the
39 monitoring period that the action plan is not adequate to curtail or eliminate the
40 recurrence of nuisance activities on the property, the village may require the
41 property owner to revise the action plan. The determination as to whether or not
42 the monitoring period is adequate is in the sole and exclusive discretion of the
43 village, based on the totality of circumstances for the specific property.

44
45 **Sec. 2-306. Refusal to sign or violation of agreement.**

46
47 When a property owner refuses to timely enter into a nuisance abatement
48 agreement or subsequently violates the terms of an agreement, the village may
49 prosecute its declaration of chronic nuisance at a hearing before the village's special

1 magistrate. The village shall issue the notice of hearing within fifteen (15) days
2 from the deadline for entry into a nuisance abatement agreement or the violation of
3 a provision of the agreement or action plan. The village shall notify the property
4 owner with a copy of the notice of hearing by hand delivery or by certified mail,
5 return receipt requested and first-class mail.

6
7 **Sec. 2-307. Hearing before the special magistrate; entry of chronic nuisance**
8 **order.**
9

10 (a) Scope of hearing. The hearing before the special magistrate shall be
11 limited to the review of the record or evidence upon which the village based the
12 declaration of chronic nuisance or the failure by the property owner implement the
13 agreement or action plan and any rebuttal offered by the property owner. All
14 testimony shall be under oath and the village and the property owner shall be
15 afforded the opportunity to call or cross-examine any witness.

16
17 (b) Decision of special magistrate. After hearing the testimony and
18 evidence, the special magistrate shall either uphold or reject the village's declaration
19 of chronic nuisance or notice of violation regarding the corrective action plan, as
20 appropriate. The decision of the special magistrate shall be in writing and shall be
21 deemed final.

22
23 (c) Entry of chronic nuisance order. If the special magistrate upholds
24 the notice of violation, the special magistrate shall enter a chronic nuisance order
25 which shall:

26
27 (1) Enter findings of fact establishing a pattern of nuisance activity and
28 violation of this article;

29
30 (2) Authorize the village to provide chronic nuisance services to the
31 property;

32
33 (3) Authorize the village to bill the costs of any chronic nuisance
34 services to the owner of the chronic nuisance property;

35
36 (4) Authorize the village to require the owner of the chronic nuisance
37 property to implement reasonable and specific measures that the
38 property owner must take to curtail or eliminate the reoccurrence of
39 nuisance activities on the property;

40
41 (5) Provide for the mailing of a copy of the chronic nuisance service
42 order by first class mail to any mortgagee of record. Failure to
43 provide a copy of the chronic nuisance service order to a mortgagee
44 of records shall not operate to release or discharge any obligation
45 under this article or otherwise affect the validity of a chronic
46 nuisance service order;

47
48 (6) Provide for the recording of a certified copy of the chronic nuisance
49 service order in the public records; and

1
2 (7) Provide for continuing jurisdiction over the chronic nuisance
3 property.

4
5 (d) *Rejection of declaration of chronic nuisance.* If the special
6 magistrate rejects the village's declaration of chronic nuisance or notice of
7 violation, the special magistrate shall identify the factual, procedural or legal error
8 upon which the decision is based. An order rejecting the village's declaration of
9 chronic nuisance shall not bar the village from recommencing the chronic nuisance
10 process.

11
12 (e) *Appeal of special magistrate's order.* The property owner or the
13 village may appeal a final order of the special magistrate to the Palm Beach County
14 Circuit Court. Such an appeal shall not be a hearing de novo, but shall be limited
15 to appellate review of the record created before the special magistrate. An appeal
16 shall be filed within thirty (30) days of the execution of the order to be appealed.

17
18 (f) *Finality and duration of chronic nuisance order.* An order is final
19 on the date the order is signed by the special magistrate and filed with the village
20 clerk. The chronic nuisance order entered in accordance with this section shall be
21 terminated by subsequent order of the special magistrate when the property owner
22 requests reconsideration of the original order and the special magistrate finds that
23 the nuisance activities have been abated at the property for a period of one (1) year
24 from the date of the order. It is the responsibility of the property owner to contact
25 the village to document the abatement. If the village determines that the nuisance
26 has been abated, the one-year time period specified herein shall commence as of
27 the date of the village's abatement determination.

28
29 **Sec. 2-308. Abatement of chronic nuisances; apportionment.**

30
31 (a) *Abatement by village.* The village may abate chronic nuisances on real
32 property by providing chronic nuisance services to curtail or eliminate the re-
33 occurrence of nuisance activities. The costs of such chronic nuisance services shall
34 be billed to the property owner and such costs may be collected by the village by
35 any legal means.

36
37 (b) *Apportionment.* Chronic nuisance service costs shall be entirely
38 apportioned to the assessed real property receiving the chronic nuisance service.

39
40 **Sec. 2-309. Establishment of costs; billing of costs; assessment of lien.**

41
42 (a) *Chronic nuisance service costs.* All chronic nuisance service costs
43 shall be established based upon the actual costs incurred by the village.

44
45 (b) *Billing of chronic nuisance service costs.* The village shall bill all
46 chronic nuisance service costs to the owner of the chronic nuisance property by first
47 class mail to the address listed on the ad valorem tax roll or the property appraiser's
48 database. The bill shall contain at least the following information:

- 1 (1) The address and parcel control number of the chronic nuisance
2 property;
- 3
- 4 (2) The date of each chronic nuisance service;
- 5
- 6 (3) A description of each chronic nuisance service;
- 7
- 8 (4) The amount of the bill for each chronic nuisance service;
- 9
- 10 (5) A statement that the total amount of the bill shall be paid to the
11 village within thirty (30) days from the date of the bill and that any
12 chronic nuisance service cost which has not been paid within thirty
13 (30) days from the date of the bill shall be delinquent; and
- 14
- 15 (6) A statement that any unpaid chronic nuisance service costs will be
16 levied against the property as a lien superior to all other private
17 rights; interests, liens, encumbrances, title and claims upon the
18 property and equal in rank and dignity with a lien for ad valorem
19 taxes.

20

21 (c) *Assessment of lien.* The total amount of the bill shall be paid to the
22 village within thirty (30) days from the date of the bill. Unless payment is made
23 within thirty (30) days from the date of the bill, the village council may, by the
24 adoption of a resolution levying such charges, assess against the property a lien in
25 the amount of the charges outstanding, or such lesser amount as the village council
26 shall decide is just and fair. Assessment of liens levied in this manner shall be filed
27 in the office of the village clerk and in the public records of the county as a lien
28 against the property and shall be prior in dignity to all other liens against the
29 property, save and except a lien for taxes. Such assessments shall bear interest at
30 the legal rate and such liens may be foreclosed in the same manner in which
31 mortgage liens are foreclosed. All costs, fees and expenses, including reasonable
32 attorney fees and title search expenses, related to any foreclosure action shall be
33 included in any judgment or decree rendered.

34

35 **Sec. 2-310. Method of notice; construction.**

36

37 (a) *Notice.* Unless otherwise provided, notice required by this article shall
38 be by hand delivery or certified mail, return receipt requested, and by first-class
39 mail to the address listed on the ad valorem tax roll or property appraiser's database.

40

41 (b) *Construction of notice.* A property owner shall be deemed to have
42 notice of a nuisance activity if that property owner:

- 43
- 44 (1) has actual knowledge of the nuisance activity;
- 45
- 46 (2) has received notice of the nuisance activity;
- 47
- 48 (3) has reason to know or should know about the nuisance activity;

1 (4) knows about a fact related to the nuisance activity; or

2
3 (5) is able to ascertain the existence of a nuisance by checking an
4 official filing or recording.

5
6 (c) Lack of knowledge or participation. The lack of knowledge of,
7 acquiescence, or participation in, or responsibility for a nuisance activity on the part
8 of property owner shall not be a defense to any enforcement of this article.

9
10 **Sec. 2-311. Change in title to chronic nuisance property.**

11
12 (a) Purchase of judicial sale upon final judgment of foreclosure. Every
13 purchaser of a chronic nuisance property at judicial sale upon final judgment of
14 foreclosure shall provide the village with an action and implement an action plan
15 no later than forty-five (45) days from the date of the sale.

16
17 (b) Receivership. Every trustee of a chronic nuisance property appointed
18 after the entry of a chronic nuisance service order shall provide the village with an
19 action plan and implement the action plan no later than forty-five (45) days from
20 the date of appointment of receiver in any state or federal action at law.

21
22 (c) Probate. Every personal representative of an owner of a chronic
23 nuisance property shall provide the village with an action plan and implement an
24 action plan no later than forty-five (45) days from the date of appointment. If the
25 owner of the chronic nuisance property died intestate, beneficiaries of the estate
26 shall be required to provide the village with an action plan and implement an action
27 plan.

28
29 (d) Other changes in title to chronic nuisance property. An arms-length
30 purchaser of a chronic nuisance property that has purchased the property after entry
31 of a chronic nuisance service order for the property shall have forty-five (45) days
32 from the date of closing or recording of the order, whichever occurs last, to provide
33 the village with an action plan and implement the action plan.

34
35 **Sec. 2-312. Construction of article.**

36
37 (a) Imposition of administrative fines. This article shall not be construed
38 to limit the village from imposing administrative fines in accordance with chapter
39 2, article VI, of this Code.

40
41 (b) Nuisance abatement. This article shall not be construed to conflict
42 with the public nuisance abatement process in accordance with chapter 14, article
43 IV, of this Code.

44
45 (c) Exemptions. This article shall not be construed to apply to property
46 owned by the village or any other governmental entity.

47
48 **Section 3.** The provisions of this Ordinance shall become and be made a part of the Code of
49 the Village of North Palm Beach, Florida.

1 Section 4. If any section, paragraph, sentence, clause, phrase or word of this Ordinance is for
2 any reason held by a court of competent jurisdiction to be unconstitutional, inoperative or void,
3 such holding shall not affect the remainder of this Ordinance.
4

5 Section 5. All ordinances or parts of ordinances and resolutions or parts of resolutions in
6 conflict herewith are hereby repealed to the extent of such conflict.
7

8 Section 6. This Ordinance shall take effect immediately upon adoption.
9

10 PLACED ON FIRST READING THIS ____ DAY OF _____, 2020.
11

12 PLACED ON SECOND, FINAL READING AND PASSED THIS ____ DAY OF _____,
13 2020
14 .
15
16

17 (Village Seal)

MAYOR

18
19
20
21 ATTEST:
22

23 _____
24 VILLAGE CLERK
25
26

27 APPROVED AS TO FORM AND
28 LEGAL SUFFICIENCY:
29

30 _____
31 VILLAGE ATTORNEY
32

Chronic Nuisance Abatement Ordinance

June 25, 2020



Chronic Nuisance Abatement Ordinance

- Identify properties that have a **significant adverse impact** on the quality of life and safety of the surrounding area.
 - negatively affect the value of adjacent properties
 - financial and operational burden to the Village by generating repeated calls for service.
- High threshold for use of the Ordinance; several criteria to be met to meet the intent.
- Not intended for typical code compliance activities; even if there are repeated complaints.



Chronic Nuisance Abatement Ordinance

- Driven by the need to address extreme cases of property neglect leading to crime, emergency response, and unsafe conditions.
- North Palm Beach Police and Fire Departments have expressed frustration with chronic nuisance properties, which are primarily commercial or multi-family buildings.
- Common approach to resolve chronic violations and excessive demands for service. Other nearby municipalities have already enacted similar ordinances:
 - West Palm Beach
 - Lake Worth Beach
 - Boynton Beach
 - Palm Beach County



Examples of Chronic Nuisance Properties

	1/1/2019-12/31/2019	1/1/20-6/1/2020
Property A	65 Police Calls	39 Police Calls
Property B	92 Police Calls	130 Police Calls
Property C	40 Police Calls 18 EMS (Fire) Calls	17 Police Calls 10 EMS (Fire) Calls
Property D	30 Police Calls 14 EMS (Fire) Calls	26 Police Calls 8 EMS (Fire) Calls



Definition of Nuisance Activity

- (1) Chapter 3 - alcoholic beverages.
- (2) Chapter 19, article V - noise control.
- (3) Chapter 19, article II - sexual offenders and sexual predators.
- (4) F.S. § 767.12 - dangerous dogs.
- (5) F.S. § 784.03 - battery; felony battery.
- (6) F.S. § 784.041 - felony battery.
- (7) F.S. § 784.045 - aggravated battery.
- (8) F.S. § 790.10 - improper exhibition of dangerous weapons or firearms.
- (9) F.S. § 790.15(1) - discharging firearm in public.
- (10) F.S. § 796.06 - renting space to be used for prostitution.
- (11) F.S. § 796.07 - prostitution.
- (12) F.S. § 800.03 - exposure of sexual organs.
- (13) F.S. § 806.13 - criminal mischief.
- (14) F.S. § 810.08 - trespass in structure or conveyance.
- (15) F.S. § 810.09 - trespass on other than structure or conveyance.
- (16) F.S. § 812.014 - theft.
- (17) F.S. § 812.019 - dealing in stolen property.
- (18) F.S. § 812.173 – convenience business security.
- (19) F.S. § 823.01 - nuisance.



Definition of Nuisance Activity (Con't)

- (20) F.S. § 828.12 - cruelty to animals.
- (21) F.S. § 843.01 - resisting officer with violence.
- (22) F.S. § 843.02 - resisting officer without violence.
- (23) F.S. § 856.011 - disorderly intoxication.
- (24) F.S. § 856.015 - open house parties.
- (25) F.S. § 856.021 - loitering or prowling.
- (26) F.S. § 856.022 - loitering or prowling in close proximity to children.
- (27) F.S. ch. 874 - criminal gang enforcement and prevention.
- (28) F.S. § 877.03 - breach of the peace; disorderly conduct.
- (29) F.S. ch. 893 - any offense under the Florida Comprehensive Drug Abuse Prevention and Control Act, including but not limited to public nuisances as defined by § 893.138.
- (30) Any other offense under state or federal law that is punishable by a term of imprisonment exceeding one (1) year.
- (31) A call for service to property for police or fire rescue personnel to assist an individual who displays the symptoms of an overdose of a controlled substance.



Pattern of Nuisance Activity

Real property shall be deemed to exhibit a pattern of nuisance activity if:

- (1) The village's police department has responded to three (3) or more nuisance activities at the property within thirty (30) days;
- (2) The village's police department has responded to seven (7) or more nuisance activities at the property within six (6) months; or
- (3) The village's police department or fire rescue department has responded to three (3) or more calls for service within thirty (30) days or seven (7) or more calls for service within six (6) months to assist an individual who displays the symptoms of an overdose of a controlled substance.



Exemption

A pattern of nuisance activity **shall not** be construed to include:

- (1) A nuisance activity that does not arise from the conduct of the property owner, operator, agent, tenant, or invitee of the property owner, operator, agent or tenant or where the property owner, operator, agent or tenant is the victim of a crime
- (2) A complaint or call for service to which the village responded and the village determined that no violation was committed; or
- (3) A domestic violence call.



Process

If a pattern of nuisance activity exists:

-Village shall send via mail its declaration of chronic nuisance to the property owner and post notice on the property.

-the declaration shall include a description of nuisance activities and a nuisance abatement agreement which outlines corrective action to be taken by property owner to remedy the nuisance activity.

-The property owner then has 15 days to enter into a nuisance abatement agreement, or the Village can take the owner to the Special Magistrate.



Nuisance Abatement Agreement

A nuisance abatement agreement shall set forth a corrective action plan with specific measures that the property owner must take to curtail or eliminate the reoccurrence of nuisance activities at the property.

The village will periodically monitor the property to assure compliance for a period of one (1) year following execution of the agreement. If the property owner complies with the agreement, as determined by the village, the declaration of chronic nuisance will be rescinded.



Special Magistrate

If found in violation of the agreement, the Special Magistrate shall:

- Authorize the village to provide chronic nuisance services to the property;
- Authorize the village to bill the costs of any chronic nuisance services to the owner of the chronic nuisance property;
- Authorize the village to require the owner of the chronic nuisance property to implement reasonable and specific measures that the property owner must take to curtail or eliminate the reoccurrence of nuisance activities on the property;



Appeal

The property owner or the village may appeal a final order of the special magistrate to the Palm Beach County Circuit Court. Such an appeal shall not be a hearing de novo, but shall be limited to appellate review of the record created before the special magistrate. An appeal shall be filed within thirty (30) days of the execution of the order to be appealed.



Costs

- All chronic nuisance service costs shall be established based upon the actual costs incurred by the village.
- The village shall bill all chronic nuisance service costs to the owner of the chronic nuisance property.
- Unless payment is made within thirty (30) days from the date of the bill, the village council may, by the adoption of a resolution levying such charges, assess against the property a lien in the amount of the charges outstanding, or such lesser amount as the village council shall decide is just and fair.



Summary

The ordinance will provide the Village an opportunity to work with chronic nuisance properties in an attempt to reduce negative impacts on the community and minimize the burden on police and fire department services.



**VILLAGE OF NORTH PALM BEACH
VILLAGE ATTORNEY'S OFFICE**

TO: Honorable Mayor and Council

THRU: Andrew D. Lukasik, Village Manager

FROM: Leonard G. Rubin, Village Attorney

DATE: June 25, 2020

SUBJECT: **RESOLUTION – Approval of Federally-Funded Subaward and Grant Agreement with the Florida Division of Emergency Management for receipt of FEMA Grant Funds for costs and damages incurred during Hurricane Dorian**

In order to receive federal disaster grant funds from the Federal Emergency Management Agency (“FEMA”) for costs and damages incurred by the Village as a result of Hurricane Dorian, the Village is required to execute a Federally-Funded Subaward and Grant Agreement (“Agreement”) with the Florida Division of Emergency Management (“FDEM”). FDEM acts as a pass-through entity for the Village’s receipt of such funds.

The attached Agreement is required for the Village to receive FEMA reimbursement for debris removal, emergency protective measures, and repair or replacement of disaster-damaged facilities. Section 26 of the Agreement requires the Village to certify that it has the legal authority to receive the funds and that the Village’s governing body has authorized the execution and acceptance of the Agreement. It further requires the Village to certify that the person executing the Agreement has the authority to legally execute and bind the Village to the terms of the Agreement.

The attached Resolution accepts the terms of the Agreement. Furthermore, in the interest of expediency, the Resolution also delegates to the Village Manager the authority to execute this Agreement and all future amendments to this Agreement. All future reimbursements for receipt of disaster grant funds related to Hurricane Dorian will be reflected in amendments to this Agreement.

This office has prepared the attached Resolution and reviewed it for legal sufficiency.

Recommendation:

Village Staff requests Council consideration and approval of the attached Resolution approving a Federally-Funded Subaward and Grant Agreement with the Florida Division of Emergency Management for receipt of FEMA grant funds relating to Hurricane Dorian and delegating authority to the Village Manager to execute this Agreement as well as any future amendments to this Agreement in accordance with Village policies and procedures.

RESOLUTION 2020-_____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, APPROVING A FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT WITH THE STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT FOR THE RECEIPT OF FEMA GRANT FUNDS AND AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE VILLAGE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village has applied for Federal Emergency Management Agency (FEMA) grant funds for costs and damages incurred during Hurricane Dorian; and

WHEREAS, in order to receive such funds, the Village is required to execute a Federally-Funded Subaward and Grant Agreement (“Agreement”) with the State of Florida Division of Emergency Management, as the pass-through entity for the receipt of grant funds; and

WHEREAS, any award of grant funds associated with Hurricane Dorian will be processed through an amendment to the Agreement; and

WHEREAS, the Village Council determines that the adoption of this Resolution is in the best interests of the Village and its residents.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA as follows:

Section 1. The foregoing recitals are hereby ratified as true and incorporated herein.

Section 2. The Village Council hereby approves a Federally-Funded Subaward and Grant Agreement with the State of Florida Division of Emergency Management, a copy of which is attached hereto and incorporated herein, and delegates to the Village Manager the authority to execute the Agreement on behalf of the Village, as well as any future amendments to the Agreement relating to reimbursements for costs and damages incurred during Hurricane Dorian.

Section 3. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2020.

(Village Seal)

MAYOR

ATTEST:

VILLAGE CLERK

FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

2 C.F.R. §200.92 states that a “subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.”

As defined by 2 C.F.R. §200.74, “pass-through entity” means “a non-Federal entity that provides a subaward to a Sub-Recipient to carry out part of a Federal program.”

As defined by 2 C.F.R. §200.93, “Sub-Recipient” means “a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program.”

As defined by 2 C.F.R. §200.38, “Federal award” means “Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity.”

As defined by 2 C.F.R. §200.92, “subaward” means “an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal award received by the pass-through entity.”

The following agreement is made and information is provided pursuant to 2 C.F.R. §200.331(a)(1):

Sub-Recipient's name:	<u>North Palm Beach, Village of</u>
Sub-Recipient's unique entity identifier:	<u>071305072</u>
Federal Award Date:	<u>10/21/2019</u>
Subaward Period of Performance Start and End Date (Cat A-B):	<u>8/28/2019 - 4/21/2020</u>
Subaward Period of Performance Start and End Date (Cat C-G):	<u>8/28/2019 - 4/21/2021</u>
Amount of Federal Funds Obligated by this Agreement:	
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity:	<u>Grant to Local Government for</u>
Federal award project description (see FFATA):	<u>Debris removal, emergency</u> <u>Protective measures and repair or</u> <u>Replacement of disaster</u> <u>damaged facilities.</u> <u>Dept. of Homeland Security</u>
Name of Federal awarding agency:	<u>(DHS) Federal Emergency</u> <u>Management Agency (FEMA)</u>

Name of pass-through entity:	<u>Florida Division of Emergency Management (FDEM)</u>
Contact information for the pass-through entity:	<u>2555 Shumard Oak Blvd.</u> <u>Tallahassee, FL 32399-2100</u>
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	<u>97.036 Public Assistance</u>
Whether the award is R&D:	<u>N/A</u>
Indirect cost rate for the Federal award:	<u>See by 44 C.F.R. 207.5(b)(4)</u>

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and
North Palm Beach, Village of _____ (hereinafter referred to as the "Sub-Recipient").

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Sub-Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The Sub-Recipient, by its decision to participate in the FEMA PA Program, bears the ultimate responsibility for ensuring compliance with all applicable State and Federal laws, regulations and policies, and bears the ultimate consequences of any adverse decisions rendered by the Division, FEMA, or any other State and Federal agencies with audit, regulatory, or enforcement authority.

C. The State of Florida received these grant funds from the Federal government, and the Division has the authority to subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below; and,

D. The Division, as the pass-through entity and fiduciary of such Federal funding, reserves the right to demand that the Sub-Recipient comply with all applicable State and Federal laws, regulations and policies, terminate reimbursements and take any and all other actions it deems appropriate to protect those funds for which it is responsible, including debt collections.

E. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Sub-Recipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. §200.302 provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds."

Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance", applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. Performance under this Agreement is subject to 2 C.F.R. Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

b. As required by Section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Sub-Recipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

vi. A provision specifying that any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

c. In addition to the foregoing, the Sub-Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Sub-Recipient. As part of his/her duties, the Grant Manager for the Division shall:

- i. Monitor and document Sub-Recipient performance; and,
- ii. Review and document all deliverables for which the Sub-Recipient requests payment.

b. The Division's Grant Manager for this Agreement is:

2555 Shumard Oak Blvd. Ste. 360
Tallahassee, FL 32399-2100
Telephone: _____
Email: _____

c. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

Telephone: _____
Email: _____

d. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title, and address of the new representative will be

provided to the other party in writing via letter or electronic email. It is the Sub-Recipient's responsibility to authorize its users in the Recipient's grants management system. Only the Authorized or Primary Agents identified on the Designation of Authority (Agents) in Attachment D may authorize addition or removal of agency users.

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in any number of counterparts, of which may be taken as an original.

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(7) SCOPE OF WORK.

The Sub-Recipient shall perform the work in accordance with the Budget and Project List – Attachment A and Scope of Work, Deliverables and Financial Consequences – Attachment B of this Agreement.

(8) PERIOD OF AGREEMENT/PERIOD OF PERFORMANCE.

The Period of Agreement establishes a timeframe for all Sub-Recipient contractual obligations to be completed. This agreement will begin upon execution by both parties and shall end upon FEMA's closeout of the Sub-Recipient's account for this disaster, unless terminated earlier as specified elsewhere in this Agreement. This Agreement survives and remains in effect after termination for the herein referenced State and Federal audit requirements and the referenced required records retention periods.

The Period of Performance is the timeframe during which the Sub-Recipient may incur new obligations to carry out the work authorized under this Agreement. In accordance with 2 C.F.R. §200.309, the Sub-Recipient may receive reimbursement under this Agreement only for allowable costs incurred during the period of performance. In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement only for allowable costs resulting from obligations incurred during the specified agreement period. The C.F.R. requirement is more restrictive and will take precedence over the State requirement. The period of performance for this agreement begins with the first day of the Incident Period for the disaster applicable to the agreement and **ends six (6) months from the date of declaration for Emergency Work (Categories A & B) or eighteen (18) months from the date of declaration for Permanent Work (Categories C-G)**, unless terminated earlier in accordance

with the provisions of Paragraph (17) of this Agreement or extended in accordance with Attachment G Paragraph 5. If any extension request is denied by the Recipient, or is not sought by the Sub-Recipient, reimbursement is only available for eligible project costs incurred up to the latest approved extension. Failure to complete a project is adequate cause for the termination of funding for that project and requires reimbursement to the Recipient of any and all project costs.

(9) FUNDING

a. This is a cost-reimbursement Agreement, subject to the availability of funds. The amount of total available funding for this subgrant is limited to the amount obligated by FEMA for all projects approved for this sub-recipient for DR#4468 - Hurricane Dorian.

b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either Chapter 216, Florida Statutes, or the Florida Constitution.

c. Pursuant to Florida Revised Statute 252.37, unless otherwise specified in the General Appropriations Act, whenever the State accepts financial assistance from the Federal Government or its agencies under the Federal Public Assistance Program and such financial assistance is conditioned upon a requirement for matching funds, the State shall provide the entire match requirement for state agencies and one-half of the required match for grants to Local governments. The affected Local government shall be required to provide one-half of the required match prior to receipt of such financial assistance.

d. The Executive Office of the Governor may approve a waiver, subject to the requirement for legislative notice and review under section 216.177, of all or a portion of the required match for public assistance projects for Local governments if the Executive Office of the Governor determines that such a match requirement cannot be provided, or that doing so would impose a documented hardship on the Local government, and if the Local government applies for the waiver within the first 18 months after the disaster is declared.

e. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient. The Recipient will provide funds on a cost reimbursement basis to the Sub-Recipient for eligible activities approved by the Recipient and FEMA, as specified in the approved Project Worksheets listed in Attachment A ("Budget and Project List"). The maximum reimbursement amount for each deliverable is also outlined in Attachment A of this Agreement.

f. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)." The Sub-Recipient must complete Attachment

“D” by designating at least three agents to execute any Requests for Reimbursement, certifications, or other necessary documentation on behalf of the Sub-Recipient. Attachment D must be completed electronically and submitted via email to rpa.help@em.myflorida.com. After execution of this Agreement, the authorized, primary, and secondary Agent may request changes to contacts via email to the State assigned team.

g. In the event the Sub-Recipient contacts have not been updated regularly and all three (3) Agents have separated from the Sub-Recipient’s agency, a designation of authority form will be needed to change contacts. NOTE: This is very important because if contacts are not updated, notifications made from the grants management system may not be received and could result in failure to meet time periods to appeal a Federal determination.

h. The Division will review all requests for reimbursement by comparing the documentation provided by the Sub-Recipient in the grants management system against a performance measure, outlined in Attachment B, Scope of Work, Deliverables, and Financial Consequences, that clearly delineates:

- i. The required minimum acceptable level of service to be performed; and,
- ii. The criteria for evaluating the successful completion of each deliverable.

i. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a “performance goal”, which is defined in 2 C.F.R. §200.76 as, “a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared.” It also remains consistent with the requirement, contained in 2 C.F.R. §200.301, that the Division and the Sub-Recipient “relate financial data to performance accomplishments of the Federal award.”

j. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 (“Compensation—personal services”) and 2 C.F.R. §200.431 (“Compensation—fringe benefits”). If authorized by the Federal Awarding Agency, and if the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (see 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as “allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages.” Fringe benefits are allowable under this Agreement as long as the benefits are reasonable and are required by law, Sub-Recipient-Employee agreement, or an established policy of the Sub-Recipient in affect at the time of the disaster event. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

- i. They are provided under established written leave policies;
- ii. The costs are equitably allocated to all related activities, including Federal awards; and,

iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

k. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes (at the time of the execution of this agreement): \$6 for breakfast, \$11 for lunch, and \$19 for dinner), then the Sub-Recipient must provide documentation that:

i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,

ii. Participation of the individual in the travel is necessary to the Federal award.

l. The Division's Grant Manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.

m. As defined by 2 C.F.R. §200.53, the term "improper payment" means or includes:

i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,

ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit or applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

(10) RECORDS

a. As required by 2 C.F.R. §200.336, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

b. As required by 2 C.F.R. §200.331(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right

of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.

c. As required by Florida Department of State's record retention requirements (Chapter 119, Florida Statutes) and by 2 C.F.R. §200.333, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. The following are the only exceptions to the five (5) year requirement:

i. If any litigation, claim, or audit is started before the expiration of the 5-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

ii. When the Division or the Sub-Recipient is notified in writing by the Federal Awarding Agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

iii. Records for real property and equipment acquired with Federal funds must be retained for 5 years after final disposition.

iv. When records are transferred to or maintained by the Federal Awarding Agency or pass-through entity, the 5-year retention requirement is not applicable to the Sub-Recipient.

v. Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

d. In accordance with 2 C.F.R. §200.334, the Federal Awarding Agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.

e. In accordance with 2 C.F.R. §200.335, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

f. As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personal identifiable information and other information the Federal Awarding Agency

or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, State, Local, and Tribal laws regarding privacy and obligations of confidentiality.

g. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Florida Statutes.

h. Florida's Public Records Law provides a right of access to the records of the State and Local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency), in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge, qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

i. The Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Project List – Attachment A, Scope of Work – Attachment B, and all other applicable laws and regulations.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-4156, Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.

(11) AUDITS

a. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.49, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

c. When conducting an audit of the Sub-Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.50, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty days after the Division has notified the Sub-Recipient of such non-compliance.

e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient's fiscal year.

f. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

g. The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:
<http://harvester.census.gov/fac/collect/ddeindex.html>

h. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

(12) REPORTS

a. Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and any applicable close-out reports. These reports shall include the current status and progress by the Sub-Recipient in completing the work described in the Scope of Work – Attachment B and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

	Reporting Time Period	Subgrantee Report Submittal
Quarter 1 (Q1)	October 1 – December 31	January 15
Quarter 2 (Q2)	January 1 – March 31	April 15
Quarter 3 (Q3)	April 1 – June 30	July 15
Quarter 4 (Q4)	July 1 – September 30	October 15

b. Quarterly reports are due to the Division no later than 15 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

c. The closeout report is due sixty (60) days after termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever first occurs.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Project List – Attachment A, and Scope of Work – Attachment B.

e. The Sub-Recipient shall provide additional program updates or information that may be required by the Division.

f. The Sub-Recipient shall provide additional reports and information identified in Public Assistance Program Guidance – Attachment G, and as required by FEMA or the Division.

(13) MONITORING

a. The Division shall monitor the performance of the Sub-Recipient under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment B to this Agreement and reported in the quarterly report.

b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope reviews, and/or other procedures. The Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that an audit of the Sub-Recipient is appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

(14) LIABILITY

a. Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2) Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement. As authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division but is an independent contractor.

As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a State agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(15) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any

of its remedies as set forth in Paragraph (16); however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:

a. Any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

b. Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty days from the date written notice is sent by the Division;

c. Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or,

d. The Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(16) REMEDIES

If an Event of Default occurs, then the Division shall, after thirty calendar days of providing written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty days, exercise any one or more of the following remedies, either concurrently or consecutively:

a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;

b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;

c. Withhold or suspend payment of all or any part of a request for payment;

d. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

e. Exercise any corrective or remedial actions, to include but not be limited to:

i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance;

ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected;

iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question; or,

iv. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

- f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Sub-Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Sub-Recipient.

(17) TERMINATION

- a. The Division may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Statutes, as amended.

- b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty (30) days prior written notice.

- c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

- d. In the event that this Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the notification of termination. The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

(18) PROCUREMENT

- a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable Federal and State laws and regulations, to include 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards"). Additional requirements, guidance, templates and checklists regarding procurement may be obtained through the FEMA Procurement Disaster Assistance Team. Resources found here: <https://www.fema.gov/procurement-disaster-assistance-team>

- b. If the Sub-Recipient contracts with any contractor or vendor for performance of any portion of the work required under this Agreement, the Sub-Recipient must incorporate into its contract with such contractor or vendor an indemnification clause holding the Federal Government, its employees and/or their contractors, the Division, its employees and/or their contractors, and the Sub-Recipient and its

employees and/or their contractors harmless from liability to third parties for claims asserted under such contract.

c. The Sub-Recipient must document in the Quarterly Report the contractor's progress in performing its work on its behalf under this Agreement in addition to its own progress.

d. All contracts must conform to the uniform standards for procurement found in 2 C.F.R §§ 200.317-.326 and Appendix II, as well as §287.057 and §288.703, Florida Statutes.

(19) PAYMENTS

a. Requests for Reimbursement (RFR) serve as invoices for the purposes of section 215.422, Florida Statutes and shall include the supporting documentation for all costs of the project or services in detail sufficient for a proper pre-audit and post-audit thereof. The final RFR shall be submitted within thirty (30) days after the expiration date of the agreement or completion of applicable Project, whichever occurs first.

b. If the necessary funds are not available to fund this Agreement, as a result of action by the United States Congress, the Federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (9)b of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty (30) days of receiving notice from the Division.

(20) EXPEDITED PROJECTS

The Division and FEMA have established an Expedited Projects Program in order to help affected counties, municipalities, and private-non-profits recover from Hurricane Dorian. This program provides funding for 50% of the eligible scope of work for project versions of one Expedited Category A project and one Expedited Category B project. These amounts will be subject to the cost sharing requirements applicable for the disaster.

a. PROGRAM REQUIREMENTS

Each eligible Sub-Recipient can request to include one (1) Category A: Debris Removal project and one (1) Category B: Emergency Protective Measures project in this expedited program. The work claimed must have been performed within the following dates: August 28-September 11, 2019.

For Category A and Category B, work must have been performed within the first 15 days of the disaster. FEMA makes the final eligibility determination regarding project work and costs under the Expedited Program. In order to be eligible for this funding, these projects must be a "large" project with eligible scope of work totaling \$131,100 or more. Activities not eligible for Expedited Projects are private property debris removal activities for Category A.

b. FUNDING

Funding will be provided at 50% of estimated costs incurred through an eligible scope of work for an included project, during the time period of 45 days. Any and all expedited projects will ultimately require a full validation through the grants management process for all costs incurred.

c. PARTICIPATION NOTIFICATION

The Sub-Recipient is responsible for notifying the State Public Assistance Officer (SPA0) of its intent to participate in the program. The Sub-Recipient notifies the SPA0 by submitting the notification of their intention to participate via email to ExpeditedProjects@em.myflorida.com. The SPA0 will then notify the FEMA Program Delivery Manager (PDMG) who will be assigned to the eligible Sub-Recipient. Once that email correspondence is made, the project development will be tracked through Grants Portal and all payments will be made using the workflows in Florida PA.

(21) ADVANCE PAYMENTS

Any advance payment made under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account unless otherwise governed by program specific waiver. If an advance payment is requested, the budget data upon which the request is based and a justification statement shall be submitted along with this agreement at the time of execution by completing Justification of Advance Payment – Attachment K. The request will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. Any advance funds not expended within the first ninety (90) days of the contract term must be returned to the Division Cashier within thirty (30) days, along with any interest earned on the advance. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

(22) REPAYMENTS

a. All refunds or repayments due to the Division under this agreement are due no later than thirty (30) days from notification by the Division of funds due.

b. As a condition of funding under this Agreement, the Sub-Recipient agrees that the Recipient may withhold funds otherwise payable to the Sub-Recipient from any disbursement to the Recipient, by FEMA or any other source, upon a determination by the Recipient or FEMA that funds exceeding the eligible costs have been disbursed to the Sub-Recipient pursuant to this Agreement or any other funding agreement administered by the Recipient. The Sub-Recipient understands and agrees that the Recipient may offset any funds due and payable to the Sub-Recipient until the debt to the State is satisfied. In such event, the Recipient will notify the Sub-Recipient via the entry of notes in its grants management system.

c. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", must include the invoice number and the applicable Disaster and Project number(s) that are the subject of the invoice, and be mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

d. In accordance with Section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, the Sub-Recipient shall pay the Division a service fee of \$15.00 or 5% of the face amount of the returned check or draft; whichever is greater.

(23) MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of the said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty (30) days written notice to the Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient.

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. The Sub-Recipient agrees to comply with the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and Local government services, and telecommunications.

e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

f. Any Sub-Recipient which receives funds under this Agreement from the Federal government, certifies, to the best of its knowledge and belief, that it and its principals:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;

ii. Have not, within a five-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any offenses enumerated in paragraph (22) f. ii. of this certification; and,

iv. Have not, within a five-year period preceding this Agreement, had one or more public transactions (Federal, State or Local) terminated for cause or default.

g. If the Sub-Recipient is unable to certify to any of the statements in this certification, then the Sub-Recipient shall attach an explanation to this Agreement.

h. In addition, the Sub-Recipient shall send to the Division (by email to the assigned grant manager) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" - Attachment C for the Sub-Recipient and a screenshot reflecting such self-check via the Federal System for Award Management (SAM) clearinghouse through the website www.sam.gov. Sub-Recipient shall also perform this check for any and all intended contractor or subcontractor which Sub-Recipient plans to fund under this Agreement. A screenshot of the clearinghouse results for each intended contractor or subcontractor should be maintained by the Sub-Recipient and provided to the Division upon request. The check must be completed before the Sub-Recipient enters into a contract covering the scope of work outlined in the PWs with any contractor or subcontractor.

i. The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement.

j. If the Sub-Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount unless otherwise governed by program specific waiver.

k. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

l. Section 287.05805, Florida Statutes, requires that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision

granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law. This provision is only applicable to subrecipients receiving a state cost share.

m. The Division may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(24) LOBBYING PROHIBITION

a. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

b. Section 216.347, Florida Statutes, prohibits “any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.”

c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any State agency.

d. The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with 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.

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

iii. The Sub-Recipient shall require that 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 Sub-Recipients shall certify and disclose accordingly.

iv. 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. 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.

(25) COPYRIGHT, PATENT AND TRADEMARK

EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB-RECIPIENT TO THE STATE OF FLORIDA.

a. If the Sub-Recipient has a pre-existing patent or copyright, the Sub-Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Sub-Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Sub-Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Sub-Recipient to the State of Florida.

c. Within thirty days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.

d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

(26) LEGAL AUTHORIZATION

The Sub-Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement.

The Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.

(27) NONDISCRIMINATION BY CONTRACTORS

Pursuant to 44 C.F.R. §§ 7 and 16, and 44 C.F.R. § 206.11, the Sub-Recipient must undertake an active program of nondiscrimination in its administration of disaster assistance under this Agreement. The Sub-Recipient is also subject to the requirements in the General Services Administrative Consolidated List of Debarred, Suspended and Ineligible Contractors, in accordance with 44 C.F.R. § 17.

(28) ASSURANCES

The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment E.

(29) DUPLICATION OF BENEFITS PROHIBITED

a. The Sub-Recipient understands it may not receive funding under this Agreement to pay for damage covered by insurance, nor may the Sub-Recipient receive any other duplicate benefits from any source whatsoever.

b. The Sub-Recipient agrees to reimburse the Recipient if it receives any duplicate benefits, from any source, for any damage identified on the applicable Project Worksheets, for which the Sub-Recipient has received payment from the Recipient.

c. The Sub-Recipient agrees to notify the Recipient in writing within thirty (30) days of the date it becomes aware of the possible availability of, applies for, or receives funds, regardless of the source, which could reasonably be considered as duplicate benefits.

d. In the event the Recipient determines the Sub-Recipient has received duplicate benefits, the Sub-Recipient gives the Grantee/ Recipient the express authority to offset the amount of any such duplicate benefits by withholding them from any other funds otherwise due and payable to the Sub-Recipient, and to use such remedies as may be available administratively or at law to recover such benefits.

(30) ATTACHMENTS

- a. All attachments to this Agreement are incorporated as if set out fully.
- b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.
- c. This Agreement has the following attachments:
 - i. Exhibit 1 - Funding Sources
 - ii. Attachment A – Budget and Project List
 - iii. Attachment B – Scope of Work, Deliverables, and Financial Consequences
 - iv. Attachment C – Certification Regarding Debarment

- v. Attachment D – Designation of Authority
- vi. Attachment E – Statement of Assurances
- vii. Attachment F – Election to Participate in PA Alternative Procedures (PAAP)
- viii. Attachment G – Public Assistance Program Guidance
- ix. Attachment H – FFATA Reporting
- x. Attachment I – Mandatory Contract Provisions
- xi. Attachment J – DHS OIG Audit Issues and Acknowledgement
- xii. Attachment K – Justification of Advance Payment

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SUB-RECIPIENT:

North Palm Beach, Village of

By: _____

Name and title: _____

Date: _____

FEID# _____ 59-6017984 _____

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

By: _____

Jared Moskowitz, Director

Date: _____

EXHIBIT – 1
FUNDING SOURCES

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE SUB-RECIPIENT UNDER THIS AGREEMENT:

Federal Program

Federal agency: Federal Emergency Management Agency: Public Assistance Program

Catalog of Federal Domestic Assistance: 97.036

Amount of Federal Funding: \$ _____

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

- 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 44 C.F.R. Part 206
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- FEMA Public Assistance Program and Policy Guide, 2018 V3.1- effective for all emergencies and major disasters declared on or after August 23, 2017.
 - Link here: <https://www.fema.gov/media-library/assets/documents/111781>

Federal Program:

1. Sub-Recipient is to use funding to perform eligible activities in accordance with the Stafford Act, FEMA Public Assistance Program and Policy Guide, 2018 V3.1 and approved Project Worksheet(s) (PW). Eligible work is classified into the following categories:
 - Emergency Work**
 - Category A: Debris Removal
 - Category B: Emergency Protective Measures
 - Permanent Work**
 - Category C: Roads and Bridges
 - Category D: Water Control Facilities
 - Category E: Public Buildings and Contents
 - Category F: Public Utilities
 - Category G: Parks, Recreational, and other Facilities
2. Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement or will be in violation of the terms of the Agreement.

Attachment A
Budget and Project List

Budget:

The Budget of this Agreement is initially determined by the amount of any Project Worksheet(s) (PW) that the Federal Emergency Management Administration (FEMA) has obligated for a Sub-Recipient at the time of execution. Subsequent PWs or revisions thereof will increase or decrease the Budget of this Agreement. The PW(s) that have been obligated are:

DR-4468		Sub-Recipient: North Palm Beach, Village of								
PW #	Project Title	Federal Share	Fed %	State Share	State %	Local Share	Local %	Total Eligible Amount	POP Start Date	POP End Date
	Total:	\$0.00		\$0.00		\$0.00		\$0.00		

Attachment B

SCOPE OF WORK, DELIVERABLES and FINANCIAL CONSEQUENCES

Scope of Work

FEMA has sole authority for determining eligibility of project activities and associated costs. The sub-recipient is required to complete all eligible Projects and submit appropriate supporting documentation for all work and costs, as approved by FEMA.

When FEMA has obligated funding for a Sub-Recipient's PW, the Division notifies the Sub-Recipient with a copy of the PW (or P2 Report). Budget and Project List – Attachment A of this Agreement will be modified quarterly, as necessary, to incorporate new PWs or PW versions. **For the purpose of this Agreement, each Project will be monitored, completed and reimbursed independently of the other Projects which are made part of this Agreement.**

Deliverables

For the purposes of this agreement, each project will be a standalone deliverable but may be compensated incrementally based on the Sub-recipient's expenditures. The required performance level is satisfactory completion of the project as identified in the Scope of Work, the approved PW, and subsequent PW versions, if applicable.

Large Project Deliverables

Reimbursement requests will be submitted separately for each Large Project. Any request for reimbursement shall provide adequate, well organized and complete source documentation to support all costs related to the Project. Requests and associated documentation which do not conform will be returned to the Sub-Recipient prior to acceptance for payment.

Reimbursement up to 100% of the total eligible amount will be paid upon acceptance and is contingent upon:

- Timely submission of Quarterly Reports (due 15 days after end of each quarter).
- Timely submission of invoices (Requests for Reimbursement) and supported by documentation for all costs of the project or services in detail sufficient for a proper pre-audit and post-audit thereof. The final invoice shall be submitted within sixty (60) days after the expiration of the agreement or completion of the project, whichever occurs first. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division Grant Manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph 7 of this agreement. Adjustments to the invoicing schedule must be approved in advance in writing by the Division Grant Manager.
- Timely submission of Request for Final Inspection (within ninety (90) days of project completion – for each project).
- Sub-Recipient shall include a sworn Affidavit or American Institute of Architects (AIA) forms G702 and G703, as required below.
 - A. Affidavit. The Sub-Recipient is required to submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the following: the percentage of completion of the work that the reimbursement request represents, that disbursements or payments were made in accordance with all of the Agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.
 - B. AIA Forms G702 and G703. For construction projects where an architectural, engineering or construction management firm provides construction administration services, the Sub-Recipient shall provide a copy of the American Institute of Architects (AIA) form G702, Application and Certification for Payment, or a comparable form approved by the Division, signed by the contractor and inspection/certifying architect or engineer, and a copy of form G703, Continuation Sheet, or a comparable form approved by the Division.

Small Projects Deliverables

Small projects will be paid upon obligation of the Project Worksheet and execution of the subgrant agreement. Sub-Recipient must initiate the Small Project Closeout in the grants management system within thirty (30) days of completion of the project work, or no later than the period of performance end date. Small Project Closeout is initiated by logging into the grants management system, selecting the Sub-Recipient's account, then selecting 'Create New Request', and selecting 'New Small Project Completion/Closeout'. Complete the form and 'Save'. The final action is to advance the form to the next queue for review.

Financial Consequences:

2 CFR 200.338 and Section 215.971, Florida Statute, requires the Division, as the recipient of Federal funding, to apply financial consequences, including withholding a portion of funding up to the full amount in the event that the Sub-Recipient fails to be in compliance with Federal, State, and Local requirements, or satisfactorily perform required activities/tasks.

For any Project (PW) that the Sub-Recipient fails to complete in compliance with Federal, State and Local requirements, the Division shall withhold a portion of the funding up to the full amount until such compliance is either ultimately obtained or the project is deobligated by FEMA and/or withdrawn.

The Division shall apply the following financial consequences in these specifically identified events:

Work performed outside the Period of Performance –

Based on 2 C.F.R. Section 200.309, a Sub-Recipient may be reimbursed only for eligible costs incurred for work performed within the period of performance. Costs incurred as a result of work performed outside of the period of performance will be deemed not allowable and ineligible for reimbursement by the Division as a financial consequence. If the Sub-Recipient does not anticipate finishing the work within the original period of performance, it must request a time extension and support that the work cannot be timely completed due to extenuating circumstances beyond the Sub-Recipient's control (Attachment G).

Additionally, if the project is not completed within the period of performance and a time extension request was not granted, the Division will coordinate with the Federal Awarding Agency to adjust the costs obligated amount to reflect the actual allowable costs incurred during the period of performance as a financial consequence.

Failure to timely submit quarterly reports– Pursuant to 2 C.F.R. Section 328, the Division is responsible for oversight of the operations of the Federal award supported activities. Section 215.971, Florida Statutes provides the Division must monitor the activities performed under Federal awards to assure compliance with applicable Federal and State requirements and gain assurances that performance expectations are being achieved. Paragraph (12) of the subgrant agreement also requires the Sub-Recipient to submit a quarterly report that identifies the progress made on the project and will at a minimum include details regarding the status of all work in progress, work that has been completed, and work that has yet to begin.

These reports are due to the Division no later than 15 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. In the event that a Sub-Recipient fails to timely submit this quarterly report, the Division will:

- Withhold \$500.00 from the next approved and final payment/payable for each project not reflected on a timely submitted Quarterly Report.

Failure to timely submit Requests for Final Inspection-

The submission of a request for Final Inspection is due within ninety (90) days of project completion for each project. In the event a Sub-Recipient fails to timely Request a Final Inspection, the Division will enforce the following:

- Withhold any and all final and approved payments/payables for each project for which a Request for Final Inspection is not timely submitted.
 - o Once the Request for Final Inspection is received, such funds will be released and paid to the Sub-Recipient.

The Division retains the right to impose financial consequences for instances of non-performance or non-compliance not specifically addressed in this section.

Attachment C

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
and VOLUNTARY EXCLUSION**

With respect to any Sub-recipient of the State, which receives funds under this Agreement from the Federal government, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within the five-year period preceding entering into this Agreement had one or more public transactions (Federal, State, or Local) terminated for cause or default; and
3. Have not within the five-year period preceding entering into this proposal been convicted of or had a civil judgment rendered against them for:
 - a) the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or a contract under public transaction, or
 - b) violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property.

The Sub-recipient understands and agrees that the language of this certification must be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, contracts under grants, loans, and cooperative agreements) and that all contractors and sub-contractors must certify and disclose accordingly.

The Sub-recipient further understands and agrees that this certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

Sub-recipient further understands that submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification is subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

_____	_____
By: _____	_____
Signature	Sub-Recipient's Name
_____	_____
Name and Title	DEM Contract Number
_____	_____
Street Address	

City, State, Zip	

Date	

Attachment D

DESIGNATION OF AUTHORITY

The **Designation of Authority Form** is submitted with each new disaster or emergency declaration to provide the authority for the Sub-Recipient's Primary Agent and Alternate Agent to access the grants management system in order to enter notes, review notes and documents, and submit the documentation necessary to work the new event. The Designation of Authority Form is originally submitted as Attachment "D" to the PA Funding Agreement for each disaster or emergency declaration. Subsequently, the Primary or Alternate contact should review the agency contacts at least quarterly. The Authorized Representative can request a change in contacts via email to the State team; a note should be entered in the grants management system if the list is correct. Contacts should be removed as soon as they separate, retire, or are reassigned by the Agency. A new form will only be needed if all authorized representatives have separated from your agency. Note that if a new Designation form is submitted, all Agency Representatives currently listed as contacts that are not included on the updated form will be deleted from the grants management system as the contacts listed are replaced in the system, not supplemented. All users must log in on a monthly basis to keep their accounts from becoming locked. **Note:** a designation of authority is NOT a delegation of authority. A signatory must have an attached delegation of authority as appropriate.

Instructions for Completion

Complete the form in its entirety, listing the name and information for all representatives who will be working in the grants management system. Users will be notified via email when they have been granted access. The user must log in to the grants management system within twelve (12) hours of being notified or their account will lock them out. Each user must log in within a sixty (60) day time period or their account will lock them out. In the event you try to log in and your account is locked, submit a ticket using the Access Request link on the home page.

The form is divided into twelve blocks; each block must be completed where appropriate.

Block 1: "Authorized Agent" – This should be the highest authority in your organization who is authorized to sign legal documents on behalf of your organization. (Only one Authorized Agent is allowed, and this person will have full access/authority unless otherwise requested).

Block 2: "Primary Agent" – This is the person designated by your organization to receive all correspondence and is our main point of contact. This contact will be responsible for answering questions, uploading documents, and submitting reports/requests in the grants management system. The Primary Agent is usually not the Authorized Agent but should be responsible for updating all internal stakeholders on all grant activities. (Only one Primary Agent is allowed, and this contact will have full access).

Block 3: "Alternate Agent" – This is the person designated by your organization to be available when the Primary is not. (Only one Alternate Agent is allowed, and this contact will have full access).

Block 4, 5, and 6: "Other" (Finance/Point of Contact, Risk Management-Insurance, and Environmental-Historic). Providing these contacts is essential in the coordination and communication required between State and Local subject matter experts. We understand that the same agent may be identified in multiple blocks, however we ask that you enter the name and information again to ensure we are communicating with the correct individuals.

Block 7 – 12: "Other" (Read Only Access) – There is no limit on "Other" contacts, but we ask that this be restricted to those that are going to actually need to log in and have a role in reviewing the information. This designation is only for situational awareness purposes as individuals with the "Other Read-Only" designation cannot take any action in the grants management system.

**DESIGNATION OF AUTHORITY (AGENTS)
FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM
FLORIDA DIVISION OF EMERGENCY MANAGEMENT**

Sub-Grantee:

Box 1: Authorized Agent (Full Access)

Box 2: Primary Agent (Full Access)

Agent's Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

Agent's Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

Box 3: Alternate Agent (Full Access)

Box 4: Other-Finance/Point of Contact (Full Access)

Agent's Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

Official's Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

Box 5: Other-Risk Mgmt-Insurance (Full Access)

Box 6: Other-Environmental-Historic (Full Access)

Agent's Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

Agent's Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

The above Primary and Alternate Agents are hereby authorized to execute and file an Application for Public Assistance on behalf of the Sub-grantee for the purpose of obtaining certain Grantee and Federal financial assistance under the Robert T. Stafford Disaster Relief & Emergency Assistance Act, (Public Law 93-288 as amended) or otherwise available. These agents are authorized to represent and act for the Sub-Grantee in all dealings with the State of Florida, Grantee, for all matters pertaining to such disaster assistance previously signed and executed by the Grantee and Sub-grantee. Additional contacts may be placed on page 2 of this document for read only access by the above Authorized Agents.

Sub-Grantee Authorized Agent Signature

Date

**DESIGNATION OF AUTHORITY (AGENTS)
FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM
FLORIDA DIVISION OF EMERGENCY MANAGEMENT**

Sub-Grantee:		Date:	
Box 7: Other (Read Only Access)		Box 8: Other (Read Only Access)	
Agent's Name		Agent's Name	
Signature		Signature	
Organization / Official Position		Organization / Official Position	
Mailing Address		Mailing Address	
City, State, Zip		City, State, Zip	
Daytime Telephone		Daytime Telephone	
E-mail Address		E-mail Address	
Box 9: Other (Read Only Access)		Box 10: Other (Read Only Access)	
Agent's Name		Official's Name	
Signature		Signature	
Organization / Official Position		Organization / Official Position	
Mailing Address		Mailing Address	
City, State, Zip		City, State, Zip	
Daytime Telephone		Daytime Telephone	
E-mail Address		E-mail Address	
Box 11: Other (Read Only Access)		Box 12: Other (Read Only Access)	
Agent's Name		Agent's Name	
Signature		Signature	
Organization / Official Position		Organization / Official Position	
Mailing Address		Mailing Address	
City, State, Zip		City, State, Zip	
Daytime Telephone		Daytime Telephone	
E-mail Address		E-mail Address	
Sub-Grantee's Fiscal Year (FY) Start: Month:		Day:	
Sub-Grantee's Federal Employer's Identification Number (EIN)		-	
Sub-Grantee's Grantee Cognizant Agency for Single Audit Purposes: Florida Division of Emergency Management			
Sub-Grantee's: FIPS Number (If Known)		- -	

NOTE: This form should be reviewed and necessary updates should be made each quarter to maintain efficient communication and continuity throughout staff turnover. Updates may be made by email to the state team assigned to your account. A new form will only be needed if all authorized representatives have separated from your agency. Be aware that submitting a new Designation of Authority affects the contacts that have been listed on previous Designation forms in that the information in FloridaPA.org will be updated and the contacts listed above will replace, not supplement, the contacts on the previous list.

Attachment E

STATEMENT OF ASSURANCES

- 1) The Sub-Recipient hereby certifies compliance with all Federal statutes, regulations, policies, guidelines, and requirements, including but not limited to OMB Circulars No. A-21, A-87, A-110, A-122, and A-128; E.O. 12372; and Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200; that govern the application, acceptance and use of Federal funds for this Federally-assisted project.
- 2) Additionally, to the extent the following provisions apply to this Agreement, the Sub-Recipient assures and certifies that:
 - a. It possesses legal authority to apply for the grant, and to finance and construct the proposed facilities; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the Sub-Recipient's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the Sub-Recipient to act in connection with the application and to provide such additional information as may be required.
 - b. To the best of its knowledge and belief the disaster relief work described on each Federal Emergency Management Agency (FEMA) Project Application for which Federal Financial assistance is requested is eligible in accordance with the criteria contained in 44 C.F.R. § 206, and applicable FEMA policy documents.
 - c. The emergency or disaster relief work therein described for which Federal Assistance is requested hereunder does not, or will not, duplicate benefits available for the same loss from another source.
- 3) The Sub-Recipient further assures it will:
 - a. Have sufficient funds available to meet the non-Federal share of the cost for construction projects. Sufficient funds will be available when construction is completed to assure effective operation and maintenance of the facility for the purpose constructed, and if not, it will request a waiver from the Governor to cover the cost.
 - b. Refrain from entering into a construction contract(s) for the project or undertake other activities until the conditions of the grant program(s) have been met, all contracts meet Federal, State, and Local regulations.
 - c. Provide and maintain competent and adequate architectural engineering supervision and inspection at the construction site to ensure that the completed work conforms to the approved plans and specifications and will furnish progress reports and such other information as the Federal grantor agency may need.
 - d. Cause work on the project to be commenced within a reasonable time after receipt of notification from the approving Federal agency that funds have been approved and will see that work on the project will be done to completion with reasonable diligence.
 - e. Not dispose of or encumber its title or other interests in the site and facilities during the period of Federal interest or while the Government holds bonds, whichever is longer.
 - f. Provide without cost to the United States and the Grantee/Recipient all lands, easements and rights-of-way necessary for accomplishment of the approved work and will also hold and save the United States and the Grantee/Recipient free from damages due to the approved work or Federal funding.
 - g. Establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

- h. Assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended, Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 by:
 - i. Consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 C.F.R. Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties; and,
 - ii. By complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.
- i. Give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
- j. With respect to demolition activities:
 - i. Create and make available documentation sufficient to demonstrate that the Sub-Recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement;
 - ii. Return the property to its natural state as though no improvements had been contained thereon;
 - iii. Furnish documentation of all qualified personnel, licenses, and all equipment necessary to inspect buildings located in Sub-Recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection, and the appropriate County Health Department;
 - iv. Provide documentation of the inspection results for each structure to indicate safety hazards present, health hazards present, and/or hazardous materials present;
 - v. Provide supervision over contractors or employees employed by the Sub-Recipient to remove asbestos and lead from demolished or otherwise applicable structures;
 - vi. Leave the demolished site clean, level, and free of debris;
 - vii. Notify the Recipient promptly of any unusual existing condition which hampers the contractors work;
 - viii. Obtain all required permits;
 - ix. Provide addresses and marked maps for each site where water wells and septic tanks are to be closed, along with the number of wells and septic tanks located on each site, and provide documentation of such closures;
 - x. Comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act;
 - xi. Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and the U.S. Environmental Protection Agency regulations. (This clause must be added to any subcontracts); and,
 - xii. Provide documentation of public notices for demolition activities.
- k. Require facilities to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by the Physically Handicapped," Number A117.1-1961, as modified. The Sub-Recipient will be

responsible for conducting inspections to ensure compliance with these specifications by the contractor.

- l. Provide an Equal Employment Opportunity Program, if required to maintain one, where the application is for \$500,000 or more.
- m. Return overpaid funds within the forty-five (45) day requirement, and if unable to pay within the required time period, begin working with the Grantee/Recipient in good faith to agree upon a repayment date.
- n. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the Grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

4) The Sub-Recipient agrees it will comply with the:

- a. Requirements of all provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally-assisted programs.
- b. Provisions of Federal law found at 5 U.S.C. § 1501, et. seq. which limit certain political activities of employees of a State or Local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants.
- c. Provisions of 18 U.S.C. §§ 594, 598, and 600-605 relating to elections, relief appropriations, and employment, contributions, and solicitations.
- d. Minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.
- e. Contract Work Hours and Safety Standards Act of 1962, requiring that mechanics and laborers (including watchmen and guards) employed on Federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week.
- f. Federal Fair Labor Standards Act, requiring that covered employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.
- g. Anti-Kickback Act of 1986, which outlaws and prescribes penalties for "kick-backs" of wages in Federally financed or assisted construction activities.
- h. Requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements. It further agrees to ensure that the facilities under its ownership, lease or supervision which are utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
- i. Flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, which requires that on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available, as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

- j. Insurance requirements of Section 314, PL 93-288, to obtain and maintain any other insurance as may be reasonable, adequate, and necessary to protect against further loss to any property which was replaced, restored, repaired, or constructed with this assistance. Note that FEMA provides a mechanism to modify this insurance requirement by filing a request for an insurance commissioner certification (ICC). The State's insurance commissioner cannot waive Federal insurance requirements but may certify the types and extent of insurance reasonable to protect against future loss to an insurable facility.
- k. Applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations, and assure the compliance of all its Sub-Recipients and contractors.
- l. Provisions of 28 C.F.R. applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.
- m. Lead-Based Paint Poison Prevention Act which prohibits the use of lead based paint in construction of rehabilitation or residential structures.
- n. Energy Policy and Conservation Act and the provisions of the State Energy Conservation Plan adopted pursuant thereto.
- o. Non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, or Victims of Crime Act (as appropriate); Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations; and Department of Justice regulations on disability discrimination, and assure the compliance of all its Sub-Recipients and contractors.
- p. Provisions of Section 311, P.L. 93-288, and with the Civil Rights Act of 1964 (P.L. 83-352) which, in Title VI of the Act, provides that no person in the United States of America, Grantees/Recipients shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Sub-Recipient receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. If any real property or structure is provided or improved with the aid of Federal financial assistance extended to the Sub-Recipient, this assurance shall obligate the Sub-Recipient or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.
- q. Provisions of Title IX of the Education Amendments of 1972, as amended which prohibits discrimination on the basis of gender.
- r. Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.
- s. Provisions of 523 and 527 of the Public Health Service Act of 1912 as amended, relating to confidentiality of alcohol and drug abuse patient records.

- t. Provisions of all appropriate environmental laws, including but not limited to:
 - i. The Clean Air Act of 1955, as amended;
 - ii. The Clean Water Act of 1977, as amended;
 - iii. The Endangered Species Act of 1973;
 - iv. The Intergovernmental Personnel Act of 1970;
 - v. Environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969;
 - vi. The Wild and Scenic Rivers Act of 1968, related to protecting components or potential components of the national wild and scenic rivers system;
 - vii. The Fish and Wildlife Coordination Act of 1958;
 - viii. Environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, regarding the protection of underground water sources;
 - ix. The provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 which prohibits the expenditure of newest Federal funds within the units of the Coastal Barrier Resources System.
- u. The provisions of all Executive Orders including but not limited to:
 - i. Executive Order 11246 as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of Federal or Federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship.
 - ii. EO 11514 (NEPA).
 - iii. EO 11738 (violating facilities).
 - iv. EO 11988 (Floodplain Management).
 - v. EO 11990 (Wetlands).
 - vi. EO 12898 (Environmental Justice).

For Grantees/Recipients other than individuals, the provisions of the DRUG-FREE WORKPLACE as required by the Drug-Free Workplace Act of 1988. This assurance is given in consideration of and for the purpose of obtaining Federal grants, loans, reimbursements, advances, contracts, property, discounts and/or other Federal financial assistance extended to the Sub-Recipient by FEMA. The Sub-Recipient understands that such Federal Financial assistance will be extended in reliance on the representations and agreements made in this Assurance and that both the United States and the Grantee/Recipient have the joint and several right to seek judicial enforcement of this assurance. This assurance is binding on the Sub-Recipient, its successors, transferees, and assignees.

FOR THE SUBGRANTEE/SUB-RECIPIENT:

Signature

Printed Name and Title Date



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Public Assistance Alternative Procedures for Permanent Work Pilot (Version 4) FEMA Recovery Policy FP 104-009-7

BACKGROUND

Section 428 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended, (Stafford Act)¹ authorizes FEMA to award Public Assistance (PA) funding based on fixed estimates. This version 4 of the *Public Assistance Alternative Procedures for Permanent Work Pilot* (Pilot) policy supersedes version 3 and the Alternative Procedures Project language in Chapter 2.VII.G of the *Public Assistance Program and Policy Guide*² (PAPPG). All other portions of the PAPPG apply except where specifically stated otherwise.

PURPOSE

The purpose of this policy is to define the framework and requirements to ensure appropriate and consistent implementation.

PRINCIPLES

- A. Increase flexibility in the administration of such assistance by allowing Applicants to use funds in a manner that best meets their specific needs for recovery, long-term resiliency, and future preparedness.
- B. Simplify the delivery of assistance and reduce administrative costs associated with PA projects.

REQUIREMENTS

A. FIXED-COST OFFER ACCEPTANCE

Outcome: Enable Applicants to drive their own recovery.

1. FEMA and the Recipient will work with the Applicant to formulate disaster-related damage into projects and reach agreement on the eligible scopes of work (SOW) for all Permanent Work projects. Once agreement is reached on the disaster-related damage and eligible SOW, FEMA or the Applicant will develop a cost estimate in accordance with Section G, *Cost Estimates*.
2. After the cost estimate is developed by FEMA or developed by the Applicant and validated by FEMA as being reasonable and eligible based on the work required to address the disaster-related damage, FEMA will transmit a fixed-cost offer via its Grants Manager/Portal to the Applicant for acceptance.

¹ Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. § 5121, *et seq.*, as amended.

² www.fema.gov/media-library/assets/documents/111781



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3. The total fixed-cost amount is established based on the aggregate of:
 - a. The estimated cost to restore disaster damaged facilities to pre-disaster design (size and capacity) and function in accordance with eligible codes and standards; and
 - b. The estimated cost for cost-effective hazard mitigation measures associated with the actual restoration SOW to be implemented.
4. If the Applicant accepts the fixed-cost offer for a Large Project, it is considered a Pilot Project and the Applicant will:
 - a. Not be required to rebuild the facilities back to what existed prior to the disaster.
 - b. Be allowed to share funds across all of its Pilot Projects.
 - c. Not be required to track costs to specific work items.
 - d. Not be required to track costs or work to specific Pilot Projects since funds can be shared across all of its Pilot Projects.
 - e. Be allowed to retain and use excess funds to reduce risk and improve future disaster operations (subject to timely closeout).
 - f. Be eligible for cost-effective hazard mitigation on replacement projects.

B. DEADLINES

Outcome: Increase speed of recovery through timely agreement on fixed-cost offers.

1. Applicants have no more than 18 months from the disaster declaration date to:
 - a. Determine the actual SOW and hazard mitigation measures to be implemented; and
 - b. Accept a fixed-cost offer for each project (also subject to 30-day deadline from receipt, see B.2).
2. Each time FEMA transmits a fixed-cost offer, the Recipient and Applicant will have a combined total of 30 calendar days from the date of FEMA's transmittal of the fixed-cost offer to accept the offer (not to exceed the 18-month deadline). Any projects without accepted fixed-cost offers by the 30-day and 18-month deadlines will be processed using standard PA policies and procedures and funded in accordance with Title 44 Code of Federal Regulations §206.205.
3. Time extensions to accept fixed-cost offers must be approved by FEMA's Assistant Administrator for Recovery.

C. HAZARD MITIGATION

Outcome: Promote resiliency through inclusion of hazard mitigation.

1. When the Applicant is restoring a facility to pre-disaster function, size, capacity, and location, FEMA evaluates the proposed hazard mitigation SOW and cost-effectiveness based on the criteria in Chapter 2.VII.C of the PAPPG.
2. When the Applicant is restoring the function, but changing the pre-disaster capacity of a facility (Improved Project), the proposed hazard mitigation SOW is developed based on the actual SOW to be implemented; however, the cost-effectiveness is evaluated based on the fixed-cost amount accepted for the pre-disaster restoration SOW. If the capacity is



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increased, the proposed hazard mitigation SOW and cost is limited to the SOW and cost necessary to mitigate to the pre-disaster capacity of the damaged facility.

- Applicants must complete the approved hazard mitigation in order to retain the fixed-cost amount accepted for hazard mitigation.

D. USE OF FUNDS

Outcome: Increase effectiveness of assistance through increased flexibility and expanded use of funds.

- Applicants may use fixed-cost funds, including any excess funds across all Pilot Projects.
- Applicants may request to use fixed-cost funds for any of the activities defined as eligible under the *Use of Fixed-Cost Funds* column in the table below. Once FEMA approves and the Applicant completes the SOW associated with these activities, the Applicant may use any excess funds for the expanded list of eligible activities listed under the *Use of Excess Funds* column.
- Any excess funds remaining after the approved SOW is complete may be used for cost-effective activities that reduce the risk of future damage, hardship, or suffering from a major disaster, and activities that improve future PA operations or planning. The Applicant must submit a proposed SOW for use of any excess funds, along with a project timeline to the Recipient within 90 days of the date the last Alternative Procedures Project was completed. The Recipient must forward the request to FEMA within 180 days of date the last Alternative Procedures Project was completed. FEMA will evaluate the proposed use of excess funds for reasonableness to ensure prudent use of funds. FEMA will also evaluate the submitted project timeline and approve an appropriate deadline for project completion, not to exceed the overall disaster period of performance.
- The following table lists examples of eligible and ineligible types of work and costs when using fixed-cost funds and excess funds.

Type of Work or Cost (all work or costs listed must otherwise be eligible for PA)	Use of Fixed-Cost Funds	Use of Excess Funds
Restoration of disaster-damaged facilities and equipment	Eligible	Eligible
Restoration of disaster-damaged facilities in undeclared areas within the same State or Tribal area	Ineligible	Eligible
Alternate Projects (e.g., purchasing equipment, constructing new facilities, improvements to undamaged facilities such as shelters and emergency operation centers) in declared areas	Eligible	Eligible
Cost-effective hazard mitigation measures for undamaged facilities	Ineligible	Eligible
Covering future insurance premiums, including meeting obtain and maintain (O&M) insurance requirements, on damaged or undamaged facilities	Ineligible	Eligible



Work on facilities that are ineligible due to a failure to meet previous O&M requirements	Ineligible	Ineligible
Conducting or participating in training for response or recovery activities, including Federal grants management or procurement courses	Ineligible	Eligible
Planning for future disaster response and recovery operations, such as developing or updating plans (e.g., Debris Management Plans, Hazard Mitigation Plans, Pre-disaster Recovery Plans, Emergency Management/Operation Plans), integrating these plans into other plans, preparedness activities, exercises, and outreach	Ineligible	Eligible
Salaries for PA or emergency management staff. This may include but is not limited to staff performing PA grant administration, monitoring, and closeout activities for other PA disaster grants, and staff developing or updating disaster plans	Ineligible	Eligible
Paying down debts	Ineligible	Ineligible
Covering operating expenses	Ineligible	Ineligible
Covering budget shortfalls	Ineligible	Ineligible
Covering the non-Federal cost share of FEMA projects or other Federal awards	Ineligible	Ineligible

E. SCOPE OF WORK CHANGES

Outcome: Reduce administrative burden by simplifying requirements for changes to a SOW.

1. Once the SOW is approved and a fixed-cost offer is accepted:
 - a. The Applicant must notify FEMA prior to making SOW changes that involve:
 - i. Buildings or structures that are 45 years of age or older;
 - ii. Ground disturbing activities; or
 - iii. Work in or near waterways.
 - b. With exception of buildings or structures that are 45 years of age or older, the Applicant does not need to notify FEMA when it intends to make changes that substantially conform to the approved SOW. Changes that substantially conform include items, such as:
 - i. Substitutions in material type (e.g., pre-cast concrete vs. steel beam, stainless steel vs. galvanized fasteners); or
 - ii. Interior floor plan reconfigurations (e.g., adding, moving, or removing rooms/features).
 - c. If the Applicant wishes to change the SOW to the extent that it changes the hazard mitigation, such changes must be approved within the 18-month deadline and the fixed-cost offer amount will be adjusted to reflect the revised hazard mitigation SOW.



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F. ENVIRONMENTAL AND HISTORIC PRESERVATION

Outcome: Ensure all projects are compliant with environmental and historic preservation (EHP) laws, regulations, and executive orders.

1. FEMA will conduct EHP compliance reviews on the actual SOW to be implemented. EHP review needs to occur prior to FEMA approval and prior to the Applicant starting any work that has potential to impact the environment, historic properties, or archaeological resources. This includes, but is not limited to, demolition, site preparation, and ground disturbing activities.
2. The Applicant must comply with all applicable EHP laws, regulations, and Executive Orders in accordance with the FEMA Directive 108-1, *Environmental Planning and Historic Preservation Responsibilities and Program Requirements*, and accompanying Instruction. Non-compliance with EHP conditions and requirements may result in the deobligation of funds.

G. COST ESTIMATES

Outcome: Develop fixed-costs based on accurate cost estimates.

1. FEMA or the Applicant may develop cost estimates as follows:
 - a. FEMA will prepare its estimates using the Cost Estimating Format (CEF) and will include the CEF contingency factor “Applicant Reserve for Change Orders.”
 - b. Applicant-submitted estimates must comply with Chapter 3.II.D of the PAPPG. FEMA will evaluate Applicant-submitted estimates using the *Public Assistance: Reasonable Cost Evaluation Job Aid*. This Job Aid includes a checklist in Appendix A: *Validation of Applicant-Provided Cost Estimates*, which FEMA will use to review and validate cost estimates.
 - c. The estimate must be based on the current phase of design or construction inclusive of any known costs.
 - d. If eligible work has been completed at the time the cost estimate is developed that portion of the fixed amount will be based on the actual cost.
 - e. The cost estimate must include a reduction to account for any anticipated insurance proceeds based on the Applicant’s insurance policy, or if known, the actual insurance proceeds.
2. A FEMA-funded, independent panel of cost estimating experts may review project estimates. The review will be limited to issues pertaining to the estimated cost and the panel will not make decisions related to the eligibility of work. However, it may make determinations about whether cost elements are required to execute the SOW. The panel may review cost documentation for completed work, if necessary.
 - a. FEMA may request the independent panel review for any cost estimate.
 - b. Applicants may request the panel review the estimate for any project with an estimated Federal share of at least \$5 million.
 - c. All project estimates with an estimated Federal share of \$25 million or greater will be reviewed by the independent panel.



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- d. The panel will complete its review before FEMA transmits the fixed-cost offer.

H. INSURANCE

Outcome: Ensure FEMA assistance does not duplicate insurance proceeds.

1. Fixed-cost amounts will be reduced to avoid duplication with insurance proceeds in accordance with Chapter 2.V.P.1 of the PAPPG. This includes any necessary adjustments at closeout.
2. All insurable facilities for which funds are used (including excess funds) are subject to O&M requirements in accordance with Chapter 2.VII.A of the PAPPG. If the Applicant does not comply with the O&M requirement, FEMA will deobligate the fixed amounts related to the non-compliance and the facilities for which the Applicant failed to comply will not be eligible for future PA funding.

I. CLOSEOUT REQUIREMENTS

Outcome: Reduce the administrative costs associated with closeout by simplifying closeout documentation requirements and incentivize timely closeout.

1. Work must be completed by the end of the latest Pilot Project period of performance and the Recipient must certify that all incurred costs are associated with the approved SOW and that the Applicant completed all work in accordance with FEMA regulations and policies. The Recipient must submit its certification to FEMA within 180 days of the Applicant completing its last Pilot Project or the latest Pilot Project deadline, whichever occurs first, in order for the Applicant to retain and use any excess funds.
2. The closeout certification must include a final report of Pilot Project costs and documentation to support the following:
 - a. Summary of actual work completed;
 - b. Mitigation measures achieved, if applicable;
 - c. Compliance with EHP requirements;
 - d. Compliance with the O&M insurance requirement;
 - e. Summary of total actual costs to complete the Pilot Projects;
 - f. Compliance with Federal procurement procedures; and
 - g. Actual insurance proceeds received.
3. Applicants do not need to track costs to specific work items. Applicants only need to substantiate and certify that all claimed costs are related to the overall work deemed eligible for the Pilot Projects.
4. Applicants must comply with the requirements of 2 CFR Part 200, including document retention.

J. APPEALS

FEMA will not consider appeals on a Pilot Project unless it is related to a cost adjustment made by FEMA after the fixed-cost offer is accepted (i.e., related to insurance, non-compliance, or an audit). Any disagreement on damage, SOW, or cost must be resolved



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prior to accepting a fixed-cost offer. Additionally, time extension denials on a Pilot Project are not appealable.

K. AUDITS

The U.S. Department of Homeland Security's Office of Inspector General and the U.S. Government Accountability Office have authority to audit any project. Once the Applicant signs the fixed-cost offer, FEMA may still adjust funding due to audit findings.

L. PILOT POLICY VERSUS STANDARD PA POLICY

The following table summarizes the differences between the Alternative Procedures Pilot policy and the standard PA policy:

Alternative Procedures Policy	Standard Policy
Fixed-cost project with use of excess funds.	Actual cost project. No retention of excess funds associated with the approved estimate.
May use funds across all Pilot projects.	Can only use funds toward the specific work identified in each specific project.
After FEMA approves a SOW, approval is only required for changes that involve buildings or structures aged 45 years or older, ground disturbing activities, or work in or near water.	After FEMA approves a SOW, approval is required for any change to the SOW.
Do not need to track costs associated with changes to the SOW.	Must track costs associated with all changes to the SOW.
Do not need to track costs to specific work items. Only need to track the total costs associated with the Pilot Projects.	Must track costs specific to each work item within each individual project.
Do not need to track work to specific Pilot Projects. Only need to substantiate that the work is related to the approved SOW covered in the Pilot Projects.	Must track all work to each individual project.

Keith Turi
Assistant Administrator, Recovery Directorate

August 29, 2019
Date



FEMA

ADDITIONAL INFORMATION

REVIEW CYCLE

This policy will be reviewed, reissued, revised or rescinded by the Assistant Administrator of Recovery within 4 years of the date of signature on this policy.

AUTHORITIES

Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. § 5121, *et seq.*, as amended.

QUESTIONS

Direct questions to Tod Wells, Acting Director, Public Assistance Division, at Tod.Wells@fema.dhs.gov.

Attachment G

PUBLIC ASSISTANCE PROGRAM GUIDANCE

1. RECIPIENT'S WEB-BASED PROJECT MANAGEMENT SYSTEM

Sub-Recipients must use the Recipient's web-based project management system to access and exchange project information with the State throughout the project's life. This includes processing payments, reimbursement requests, quarterly reports, final inspection schedules, change requests, time extensions, and other services as identified in the Agreement. Training on this system will be supplied by the Recipient upon request by the Sub-Recipient.

2. PROJECT DOCUMENTATION

The Sub-Recipient must maintain all source documentation supporting the project costs. To facilitate closeout and audits, the Applicant should **file all documentation pertaining to each project with the corresponding PW as the permanent record of the project**. In order to validate Large Project Requests for Reimbursement (RFRs), all supporting documents should be uploaded to the grants management system website. Contact the grant manager with questions about how and where to upload documents, and for assistance linking common documents that apply to more than one (1) PW.

The Sub-Recipient must retain sufficient records to show its compliance with the terms of this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives under this Agreement and all other applicable laws and regulations, for a period of five (5) years from the date of the Sub-Recipient account closeout by FEMA.

The five (5) year period is extended if any litigation, claim or audit is started before the five (5) year period expires, and extends beyond the five (5) year period. The records must then be retained until all litigation, claims, or audit findings involving the records have been resolved.

Records for the disposition of non-expendable personal property valued at \$5,000 or more at the time it is acquired must be retained for five (5) years after final account closeout.

Records relating to the acquisition of real property must be retained for five (5) years after final account closeout.

3. INTERIM INSPECTIONS

Interim Inspections may be requested by the Sub-Recipient, on both small and large projects, to:

- i. Conduct insurance reconciliations;
- ii. Review an alternate scope of work;
- iii. Review an improved scope of work; and/or,
- iv. Validate scope of work and/or cost.

Interim Inspections may be scheduled and submitted by the Recipient as a request in the grants management system under the following conditions:

- i. A quarterly report has not been updated between quarters;
- ii. The Sub-Recipient is not submitting Requests for Reimbursement (RFR's) in a timely manner;
- iii. Requests for a Time Extension have been made that exceed the Grantee's/ Recipient's authority to approve; and/or,
- iv. There are issues or concerns identified by the Recipient that may impact funding under this agreement.

4. PROJECT RECONCILIATION AND CLOSEOUT

The purpose of closeout is for the Sub-Recipient to certify that all work has been completed. To ensure a timely closeout process, the Sub-Recipient should notify the Recipient within sixty (60) days of Project completion.

The Sub-Recipient should include the following information with its closeout request:

- Certification that project is complete;
- Date of project completion; and,
- Copies of any Recipient time extensions.

Large Projects

With exception of Fixed Cost Estimate Subawards, Alternate Projects and Improved Projects where final costs exceed FEMA's original approval, the final eligible amount for a Large Project is the actual documented cost of the completed, eligible SOW. Therefore, upon completion of each Large Project that FEMA obligated based on an estimated amount; the Sub-Recipient should provide the documentation to support the actual costs. If the actual costs significantly differ from the estimated amount, the Sub-Recipient should provide an explanation for the significant difference.

FEMA reviews the documentation and, if necessary, obligates additional funds or reduces funding based on actual costs to complete the eligible SOW. If the project included approved hazard mitigation measures; FEMA does not re-evaluate the cost-effectiveness of the HMP based on the final actual cost. If during the review, FEMA determines that the Sub-Recipient performed work that was not included in the approved SOW, FEMA will designate the project as an Improved Project, cap the funding at the original estimated amount, and review the additional SOW for EHP compliance.

For Fixed Cost Estimate Subawards, the Applicant must provide documentation to support that it used the funds in accordance with the eligibility criteria described in the PAPPG and guidance provided at <http://www.fema.gov/alternative-procedures> and in the referenced disaster specific guidance attached hereto.

Once FEMA completes the necessary review and funding adjustments, FEMA closes the project.

Small Projects

Once FEMA obligates a Small Project, FEMA does not adjust the approved amount of an individual Small Project. This applies even when FEMA obligates the PW based on an estimate and actual costs for completing the eligible SOW differ from the estimated amount. FEMA only adjusts the approved amount on individual Small Projects if one of the following conditions applies:

- The Sub-Recipient did not complete the approved SOW;
- The Sub-Recipient requests additional funds related to an eligible change in SOW;
- The PW contains inadvertent errors or omissions; or,
- Actual insurance proceeds differ from the amount deducted in the PW.

In these cases, FEMA only adjusts the specific cost items affected.

If none of the above applies, the Sub-Recipient may request additional funding if the total actual cost of all of its Small Projects combined exceeds the total amount obligated for all of its Small Projects. In this case, the Sub-Recipient must request the additional funding through the appeal process, within sixty (60) days of completion of its last Small Project. FEMA refers to this as a net small project overrun appeal. The appeal must include actual cost documentation for all Small Projects that FEMA originally funded based on estimate amounts.

To ensure that all work has been performed within the scope of work specified on the Project Worksheets, the Recipient will conduct final inspections on Large Projects, and may, at its sole discretion, select one or

more Small Projects to be inspected. Costs determined to be outside of the approved scope of work and/or outside of the approved performance period cannot be reimbursed.

For Hurricane Dorian DR#4468, projects that are under \$131,100.00 are considered small projects. In coordination with FEMA, the Division will accept a self-certification of small projects in lieu of project documentation for permanent work projects (Categories C-G). The self-certification will require the applicant to certify that the damaged facility is eligible, the scope of work is eligible, and that the funds will be expended in accordance with State and Federal law. A copy of the self-certification is attached hereto.

This self-certification will be completed during project development in Grants Portal prior to obligation. Once the project is obligated, the Division will reimburse the project without a request for reimbursement. However, in order to close out the project, the applicant must provide before and after photos of the project.

5. TIME EXTENSIONS

FEMA only provides PA funding for work completed and costs incurred within regulatory deadlines. The deadline for **Emergency Work** is six (6) months from the declaration date. The deadline for **Permanent Work** is eighteen (18) months from the declaration date.

Deadlines for Completion of Work	
Type of Work	Months
Emergency Work	6
Permanent Work	18

If the Applicant determines it needs additional time to complete the project, including direct administrative tasks related to the project, it must submit a written request for a Time Extension to the Recipient with the following information:

- Documentation substantiating delays beyond its control;
- A detailed justification for the delay;
- Status of the work; and,
- The project timeline with the projected completion date.

Recipient may extend Emergency Work projects by six (6) months and Permanent Work projects by thirty (30) months. FEMA has authority to extend individual project deadlines beyond these timeframes if extenuating circumstances justify additional time. This applies to all projects with the exception of those projects for temporary facilities.

FEMA generally considers the following to be extenuating circumstances beyond the Applicant's control:

- Permitting or EHP compliance related delays due to other agencies involved
- Environmental limitations (such as short construction window)
- Inclement weather (site access prohibited or adverse impact on construction)

FEMA generally considers the following to be circumstances within the control of the Applicant and not justifiable for a time extension:

- Permitting or environmental delays due to Applicant delays in requesting permits
- Lack of funding
- Change in administration or cost accounting system
- Compilation of cost documentation

Although FEMA only provides PA funding for work performed on or before the approved deadline, the Applicant must still complete the approved SOW for funding to be eligible. FEMA de-obligates funding for any project that the Applicant does not complete. If the Applicant completes a portion of the approved SOW

and the completed work is distinct from the uncompleted work, FEMA only de-obligates funding for the uncompleted work. For example, if one project includes funds for three facilities and the Applicant restores only two of the three facilities, FEMA only de-obligates the amount related to the facility that the Applicant did not restore.

Time Extension requests should be submitted prior to current approved deadlines, be specific to one project, and include the following information with supporting documentation:

- Dates and provisions of all previous time extensions
- Construction timeline/project schedule in support of requested time
- Basis for time extension request:
 - Delay in obtaining permits
 - Permitting agencies involved and application dates
 - Environmental delays or limitations (e.g., short construction window, nesting seasons)
 - Dates of correspondence with various agencies
 - Specific details
- Inclement weather (prolonged severe weather conditions prohibited access to the area, or adversely impacted construction)
 - Specific details
- Other reason for delay
 - Specific details

Submission of a Time Extension request does not automatically grant an extension to the period of performance. Without an approved Time Extension from the State of FEMA (as applicable), any expenses incurred outside the P.O.P. are ineligible.

6. INSURANCE

The Sub-Recipient understands and agrees that disaster funding for insurable facilities provided by FEMA is intended to supplement, not replace, financial assistance from insurance coverage and/or other sources. Actual or anticipated insurance proceeds must be deducted from all applicable FEMA Public Assistance grants in order to avoid a duplication of benefits. The Sub-Recipient further understands and agrees that if Public Assistance funding is obligated for work that is subsequently determined to be covered by insurance and/or other sources of funding, FEMA must de-obligate the funds per Stafford Act Sections 101 (b)(4) and 312 (c).

As a condition of funding under this Agreement, pursuant to 44 C.F.R. §§ 206.252-253, for damaged facilities, the Sub-Recipient understands it must, and it agrees to, maintain such types of insurance as are reasonable and necessary to protect against future loss for the anticipated life of the restorative work or the insured facility, whichever is lesser. Except that the Recipient acknowledges FEMA does not require insurance to be obtained and maintained for projects where the total eligible damage is less than \$5,000~~00~~.

In addition to the preceding requirements, the Sub-Recipient understands it is required to obtain and maintain insurance on certain permanent work projects in order to be eligible for Public Assistance funding in future disasters pursuant to § 311 of the Stafford Act. As stated in the Stafford Act, "Such coverage must at a minimum be in the amount of the eligible project costs." Further, the Stafford Act, requires a Sub-Recipient to purchase and maintain insurance, where that insurance is "reasonably available, adequate or necessary to protect against future loss" to an insurable facility as a condition for receiving disaster assistance funding. The Public Assistance Program and Policy Guide further states, "If the Applicant does not comply with the requirement to obtain and maintain insurance, FEMA will deny or de-obligate PA funds from the current disaster." If the State Insurance Commissioner certifies that the type and extent of insurance is not "reasonably available, adequate or necessary to protect against future loss" to an insurable facility, the Regional Administrator may modify or waive the requirement in conformity with the certification.

The Sub-Recipient understands and agrees it is responsible for being aware of, and complying with, all insurance considerations contained in the Stafford Act and in 44 C.F.R. §§ 206.252-253.

The Sub-Recipient agrees to notify the Recipient in writing within thirty (30) days of the date it becomes aware of any insurance coverage for the damage identified on the applicable Project Worksheets and of any entitlement to compensation or indemnification from such insurance. The Sub-recipient further agrees

to provide all pertinent insurance information, including but not limited to copies of all policies, declarations pages, insuring agreements, conditions, and exclusions, Statement of Loss, and Statement of Values for each insured damaged facility.

The Sub-Recipient understands and agrees that it is required to pursue payment under its insurance policies to the best of its ability to maximize potential coverage available.

7. COMPLIANCE WITH PLANNING/PERMITTING REGULATIONS AND LAWS

The Sub-Recipient is responsible for the implementation and completion of the approved projects described in the Project Worksheets in a manner acceptable to Recipient, and in accordance with applicable Local, State, and Federal legal requirements.

If applicable, the contract documents for any project undertaken by the Sub-grantee/Sub-Recipient, and any land use permitted by or engaged in by the Sub-grantee/Sub-Recipient, must be consistent with the local government comprehensive plan.

The Sub-Recipient must ensure that any development or development order complies with all applicable planning, permitting, and building requirements including, but not limited to, the National Environmental Policy Act and the National Historic Preservation Act.

The Sub-Recipient must engage such competent, properly licensed, engineering, environmental, archeological, building, and other technical and professional assistance at all project sites as may be needed to ensure that the project complies with the contract documents.

8. FUNDING FOR LARGE PROJECTS

Although Large Project payment must be based on documented actual costs, most Large Projects are initially approved based on estimated costs. Funds are made available to the Sub-Recipient when work is in progress and funds have been expended with documentation of costs available. When all work associated with the project is complete, the State will perform a reconciliation of all costs and will transmit the information to FEMA for its consideration for final funding adjustments (See Closeouts).

The submission from the Sub-Recipient requesting this reimbursement must include:

- a) A Request for Reimbursement;
- b) A Summary of Documentation (SOD) which is titled Reimbursement Detail Report and is automatically created when the Request for Reimbursement is submitted (and is supported by copies of original documents such as, but not limited to, contract documents, insurance policies, payroll records, daily work logs, invoices, purchase orders, and change orders); and,
- c) The FDEM Cost Claim Summary Workbook along with copies of original documents such as contract documents, invoices, change orders, canceled checks (or other proof of expenditure), purchase orders, etc.

9. ADVANCES

1. For a Federally funded contract, any advance payment is also subject to 2 C.F.R., Federal OMB Circulars A-87, A-110, A-122, and the Cash Management Improvement Act of 1990.
2. All advances must be held in an interest-bearing account with the interest being remitted to the Recipient as often as practicable, but not later than ten (10) business days after the close of each calendar quarter.
3. In order to prepare a Request for Advance (RFA) the Sub-Recipient must certify to the Recipient that it has procedures in place to ensure that funds are disbursed to project vendors, contractors, and

subcontractors without unnecessary delay. The Sub-Recipient must prepare and submit a budget that contains a timeline projecting future payment schedules through project completion.

4. A separate RFA must be completed for each Project Worksheet to be included in the Advance Funding Payment. no more than ninety (90) days after receiving its Advance Payment for a specific project. The RFR must account for all expenditures incurred while performing eligible work documented in the applicable Project Worksheet for which the Advance was received.

5. If a reimbursement has been paid prior to the submittal of a request for an advance payment, an Advance cannot be accepted for processing.

6. The Recipient may advance funds to the Sub-Recipient, not exceeding the Federal share, only if the Sub-Recipient meets the following conditions:

a) The Sub-Recipient must certify to the Recipient that Sub-Recipient has procedures in place to ensure that funds are disbursed to project vendors, contractors, and subcontractors without unnecessary delay;

b) The Sub-Recipient must submit to the Recipient the budget supporting the request.

7. The Sub-Recipient must submit a statement justifying the advance and the proposed use of the funds, which also specifies the amount of funds requested and certifies that the advanced funds will be expended no more than ninety (90) days after receipt of the Advance;

8. The Recipient may, in its sole discretion, withhold a portion of the Federal and/or nonfederal share of funding under this Agreement from the Sub-Recipient if the Recipient reasonably expects that the Sub-Recipient cannot meet the projected budgeted timeline or that there may be a subsequent determination by FEMA that a previous disbursement of funds under this or any other Agreement with the Sub-Recipient was improper.

Payments under the Public Assistance Alternative Procedures Program (PAAP) are paid as an Advance Payment.

10. DESIGNATION OF AGENT

The Sub-Recipient must complete Attachment D by designating at least three (3) agents to execute any Requests for Advance or Reimbursement, certifications, or other necessary documentation on behalf of the Sub-Recipient.

After execution of this Agreement, the authorized, primary, and secondary Agent may request changes to contacts via email to the State assigned team.

In the event the Sub-Recipient contacts have not been updated regularly and all three (3) Agents have separated from the Sub-Recipient's agency, a designation of authority form will be needed to change contacts.

NOTE: This is very important because if contacts are not updated, notifications made from the grants management system may not be received and could result in failure to meet time periods to appeal a Federal determination.

11. DUNS Q&A

What is a DUNS number?

The Data Universal Numbering System (DUNS) number is a unique nine-digit identification number provided by Dun & Bradstreet (D&B). The DUNS number is site specific. Therefore, each distinct physical location of an entity such as branches, divisions and headquarters, may be assigned a DUNS number.

Who needs a DUNS number?

Any *institution* that wants to submit a grant application to the Federal government. Individual researchers do not need a DUNS number if they are submitting their application through a research organization.

How do I get a DUNS number?

Dun & Bradstreet have designated a special phone number for Federal grant and cooperative agreement applicants/prospective applicants. Call the number below between 8 a.m. and 5 p.m., local time in the 48 contiguous states and speak to a D&B representative. This process will take approximately 5 – 10 minutes and you will receive your DUNS number at the conclusion of the call.

1-866-705-5711

What do I need before I request a DUNS number?

Before you call D&B, you will need the following pieces of information:

- Legal Name
- Headquarters name and address for your organization
- Doing business as (dba) or other name by which your organization is commonly recognized
- Physical address
- Mailing address (if separate from headquarters and/or physical address)
- Telephone number
- Contact name and title
- Number of employees at your physical location

How much does a DUNS number cost?

There is no charge to obtain a DUNS number.

Why does my institution need a DUNS number?

New regulations taking effect Oct. 1, 2003 mandate that a DUNS number be provided on all Federal grant and cooperative agreement applications. The DUNS number will offer a way for the Federal government to better match information across all agencies.

How do I see if my institution already has a DUNS number?

Call the toll free number above and indicate that you are a Federal grant and/or cooperative agreement applicant. D&B will tell you if your organization already has a number assigned. If not, they will ask if you wish to obtain one.

Should we use the +4 extension to the DUNS number?

Although D&B provides the ability to use a 4-digit extension to the DUNS number, neither D&B nor the Federal government assign any importance to the extension. Benefits, if any, derived from the extension will be at your institution only.

Is there anything special that we should do for multi-campus systems?

Multi-campus systems can use what is called a parent DUNS number to aggregate information for the system as a whole. The main campus will need to be assigned a DUNS number. Then each satellite campus will need to reference the main campus DUNS number as their parent DUNS when obtaining their own DUNS number. For NIH grantees, if each campus submits grant applications as a unique grantee organization, then each campus needs to obtain their own DUNS number.

What should we do if our institution has more than 1 DUNS number?

Your institution will need to decide which DUNS number to use for grant application purposes and use only that number.

Are there any exceptions to the new DUNS number rules?

Individuals who would personally receive a grant or cooperative agreement award from the Federal government apart from any business or non-profit organization they may operate are exempt from this requirement.

Who at my institution is responsible for requesting a DUNS number?

This will vary from institution to institution. This should be done by someone knowledgeable about the entire structure of your institution and who has the authority to make such decisions. Typically, this request would come from the finance/accounting department or some other department that conducts business with a large cross section of the institution.

We are an organization new to Federal grant funding so we obviously need a DUNS number. But we don't want to be included in any marketing list. What can we do?

Inclusion on a D&B marketing list is optional. If you do not want your name/organization included on this marketing list, request to be de-listed from D&B's marketing file when you are speaking with a D&B representative during your DUNS number telephone application.

Who do we contact if we have questions?

If you have questions about applying for a DUNS number, contact the Dun & Bradstreet special phone number 1-866-705-5771. If you have questions concerning this new Federal-wide requirement, contact Sandra Swab, Office of Federal Financial Management, 202-395-3993 or via e-mail at sswab@omb.eop.gov.

12. Substitute Form W-9 Submission and My Florida Marketplace (MFMP) Registration

For the purpose of this Agreement, a Sub-Recipient is also a Vendor. The State of Florida requires vendors doing business with the State to submit a Substitute Form W-9. The purpose of a Form W-9 is to provide a Federal Taxpayer Identification Number (TIN), official entity name, a business designation (sole proprietorship, corporation, partnership, etc.), and other taxpayer information to the State. Submission of a Form W-9 ensures that the State's vendor records and Form 1099 reporting are accurate. Due to specific State of Florida requirements, the State will not accept the Internal Revenue Service Form W-9.

Effective March 5, 2012, State of Florida agencies will not be permitted to place orders for goods and services **or make payments to any vendor that does not have a verified Substitute W-9 on file** with the Department of Financial Services. Vendors are required to register and submit a Form W-9 on the State's Vendor Website at <https://flivendor.myfloridacfo.com>.

Sub-recipient must register with My Florida Marketplace utilizing myfloridamarketplace.com website concurrent with the execution of this agreement. Registration must be complete prior to returning this agreement to FDEM for execution.

13. Small, Women Owned and Minority Owned Businesses

2 CFR 200.321 requires a non-Federal entity take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. These affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

Attachment H

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) INSTRUCTIONS AND WORKSHEET

PURPOSE: The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on Federal awards (Federal assistance and expenditures) be made available to the public via a single, searchable website, which is http://www.usaspending.gov/.

The FFATA Subaward Reporting System (FSRS) is the reporting tool the Florida Division of Emergency Management ("FDEM" or "Division") must use to capture and report sub-award and executive compensation data regarding first-tier subawards that obligate \$25,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a) (2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

Note: This "Instructions and Worksheet" is meant to explain the requirements of the FFATA and give clarity to the FFATA Form distributed to sub-awardees for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

ORGANIZATION AND PROJECT INFORMATION

The following information must be provided to the FDEM prior to the FDEM's issuance of a subaward (Agreement) that obligates \$25,000 or more in Federal funds as described above. Please provide the following information and return the signed form to the Division as requested.

PRINCIPAL PLACE OF PROJECT PERFORMANCE (IF DIFFERENT THAN PRINCIPAL PLACE OF BUSINESS):

ADDRESS LINE 1: _____
ADDRESS LINE 2: _____
ADDRESS LINE 3: _____
CITY _____ STATE _____ ZIP CODE+4** _____

CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:

**Providing the Zip+4 ensures that the correct Congressional District is reported.

Private non-profits and state agencies may move to the signature block below to complete the certification and submittal process.

EXECUTIVE COMPENSATION INFORMATION:

- 1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide):
a. Receive 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards);

AND

- b. \$25,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?
Yes No

If the answer to Question 1 is “Yes,” continue to Question 2. If the answer to Question 1 is “No”, move to the signature block below to complete the certification and submittal process.

2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) Section 6104 of the Internal Revenue Code of 1986?
Yes No

If the answer to Question 2 is “Yes,” move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at <http://www.sec.gov/answers/execomp.htm>. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]

If the answer to Question 2 is “No,” provide the information required in the “TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR” appearing below to report the “Total Compensation” for the five (5) most highly compensated “Executives”, in rank order, in your organization. For purposes of this request, the following terms apply as defined in 2 CFR Ch. 1 Part 170 Appendix A:

“Executive” is defined as “officers, managing partners, or other employees in management positions”.

“Total Compensation” is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

- i. Salary and bonus.
- ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax-qualified.
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR

(Date of Fiscal Year Completion _____)

Rank (Highest to Lowest)	Name (Last, First, MI)	Title	Total Compensation for Most Recently Completed Fiscal Year
1			
2			
3			
4			
5			

THE UNDERSIGNED CERTIFIES THAT ON THE DATE WRITTEN BELOW, THE INFORMATION PROVIDED HEREIN IS ACCURATE.

SIGNATURE: _____

NAME AND TITLE: _____

DATE: _____

Attachment I
Mandatory Contract Provisions

Provisions:

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 CFR Part 200. It is the responsibility of the Sub-Recipient to include the required provisions. FEMA has created a guidance document/checklist pertaining to these required provisions. It is attached hereto as Attachment I.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

Requirements under the Uniform Rules. A non-Federal entity's contracts must contain the applicable contract clauses described in Appendix II to the Uniform Rules (Contract Provisions for non-Federal Entity Contracts Under Federal Awards), which are set forth below. 2 C.F.R. §200.326. For some of the required clauses we have included sample language or a reference a non-Federal entity can go to in order to find sample language. Please be aware that this is sample language only and that the non-Federal entity alone is responsible ensuring that all language included in their contracts meets the requirements of 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II. We do not include sample language for certain required clauses (remedies, termination for cause and convenience, changes) as these must necessarily be written based on the non-Federal entity's own procedures in that area.

1. Remedies

- a. Standard: Contracts for more than the simplified acquisition threshold (\$150,000) must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II, ¶ A.
- b. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

2. Termination for Cause and Convenience

- a. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II, B.
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

3. Equal Employment Opportunity

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

See 2 C.F.R. Part 200, Appendix II, C.

b. Key Definitions.

- (1) Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a “federally assisted construction contract” as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.
- (2) Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines “construction work” as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

d. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause:

“During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of

September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

4. Davis Bacon Act and Copeland Anti-Kickback Act

- a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.**
- b. All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, D.
- c. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

- d. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- e. In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.
- f. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. **In situations where the Davis-Bacon Act does not apply, neither does the Copeland “Anti-Kickback Act.”** However, for purposes of grant programs where both clauses do apply, FEMA requires the following contract clause:

“Compliance with the Copeland “Anti-Kickback” Act.

(1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.”

5. Contract Work Hours and Safety Standards Act

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, E.
- c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in

excess of 40 hours in the work week.

- d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

“Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

6. Rights to Inventions Made Under a Contract or Agreement

- a. Stafford Act Disaster Grants. This requirement **does not apply to the Public Assistance**, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”
- b. If the FEMA award meets the definition of “funding agreement” under 37 C.F.R.§ 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II, F.
- c. The regulation at 37 C.F.R. § 401.2(a) currently defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

7. Clean Air Act and the Federal Water Pollution Control Act

Contracts of amounts in excess of \$150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C.§§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, G.

- a. The following provides a sample contract clause concerning compliance for contracts of amounts in excess of \$150,000:

Clean Air Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

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

(2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.”

8. Debarment and Suspension

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Non-federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security’s regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension).
- c. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, H; and *Procurement Guidance for Recipients and Subrecipients Under 2 C.F.R. Part 200 (Uniform Rules): Supplement to the Public Assistance Procurement Disaster Assistance Team (PDAT) Field Manual* Chapter IV, 6.d, and Appendix C, 2 [hereinafter *PDAT Supplement*]. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530; *PDAT Supplement*, Chapter IV, 6.d and Appendix C, 2.
- d. In general, an “excluded” party cannot receive a Federal grant award or a contract within the meaning of a “covered transaction,” to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a “covered transaction,” which is any nonprocurement transaction (unless excepted) at either a “primary” or “secondary” tier. Although “covered transactions” do not include contracts awarded by the Federal Government for purposes of the nonprocurement common rule and DHS’s implementing regulations, it does include some contracts awarded by recipients and subrecipient.
- e. Specifically, a covered transaction includes the following contracts for goods or services:
 - (1) The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.

- (2) The contract requires the approval of FEMA, regardless of amount.
 - (3) The contract is for federally-required audit services.
 - (4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.
- d. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified:

Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

9. Byrd Anti-Lobbying Amendment

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Contractors that apply or bid for an award of \$100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, I; 44 C.F.R. Part 18; *PDAT Supplement*, Chapter IV, 6.c; Appendix C, 4.
- c. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. See *PDAT Supplement*, Chapter IV, 6.c and Appendix C,4.

d. The following provides a Byrd Anti-Lobbying contract clause:

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

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

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000) The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

10. Procurement of Recovered Materials

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, J; 2 C.F.R. § 200.322; *PDAT Supplement*, Chapter V, 7.
- c. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- d. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:

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

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

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

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

11. Additional FEMA Requirements

a. The Uniform Rules authorize FEMA to require additional provisions for non-Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:

b. Changes

To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

c. Access to Records

All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, XXVI (2013).

d. The following provides a contract clause regarding access to records:

"Access to Records. The following access to records requirements apply to this contract:

(1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

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

(3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."

12. DHS Seal, Logo, and Flags

a. All non-Federal entities must place in their contracts a provision that a contractor shall

not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions, v 3.0, XXV (2013).

- b. The following provides a contract clause regarding DHS Seal, Logo, and Flags: “The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.”

13. Compliance with Federal Law, Regulations, and Executive Orders

- a. All non-Federal entities must place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
- b. The following provides a contract clause regarding Compliance with Federal Law, Regulations, and Executive Orders: “This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.”

14. No Obligation by Federal Government

- a. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- b. The following provides a contract clause regarding no obligation by the Federal Government: “The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.”

15. Program Fraud and False or Fraudulent Statements or Related Acts

- a. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- b. The following provides a contract clause regarding Fraud and False or Fraudulent or Related Acts: “The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor’s actions pertaining to this contract.”

Attachment J
DHS OIG AUDIT ISSUES and ACKNOWLEDGEMENT

The Department of Homeland Security (DHS) Office of Inspector General (OIG) was tasked by Congress to audit all FEMA projects for fiscal year 2014. A synopsis of those findings are listed below:

There have been 32 separate instances where Grantees/Recipients or Sub-Recipients did not follow the prescribed rules to the point that the OIG believed the below listed violations could have nullified the FEMA/State agreement.

1. Non Competitive contracting practices.
2. Failure to include required contract provisions.
3. Failure to employ the required procedures to ensure that small, minority, and women's owned firms were all given fair consideration.
4. Improper "cost-plus-a-percentage-of-cost" contracting practices.

The following information comes directly from DHS's OIG Audit Tips for Managing Disaster Related Project Costs; Report Number OIG-16-109-D dated July 1, 2016. The following may be reasons for the disallowance or total de-obligation of funding given under the FEMA/State agreement:

1. Use of improper contracting practices.
2. Unsupported costs.
3. Poor project accounting.
4. Duplication of benefits.
5. Excessive equipment charges (applicability may vary with hazard mitigation projects).
6. Excessive labor and fringe benefit charges.
7. Unrelated project costs.
8. Direct Administrative Costs.
9. Failure to meet the requirement to obtain and maintain insurance.

Key Points that *must* be followed when Administering FEMA Grants:

- Designate one person to coordinate the accumulation of records.
- Establish a separate and distinct account for recording revenue and expenditures, and a separate identifier for each specific FEMA project.
- Ensure that the final claim for each project is supported by amounts recorded in the accounting system.
- Ensure that each expenditure is recorded in the accounting books and references supporting sources of documentation (checks, invoices, etc.) that can be readily retrieved.
- Research insurance coverage and seek reimbursement for the maximum amount. Credit the appropriate FEMA project with that amount.

- Check with your Federal Grant Program Coordinator about availability of funding under other Federal programs (Federal Highways, Housing and Urban Development, etc.) and ensure that the final project claim does not include costs that another Federal agency funded or could have funded.
- Ensure that materials taken from existing inventories for use on FEMA projects are documented by inventory withdrawal and usage records.
- Ensure that expenditures claimed under the FEMA project are reasonable, necessary, directly benefit the project, and are authorized under the “Scope of Work.”

I acknowledge that I have received a copy of, and have been briefed on, the above DHS OIG Audit Issues.

Sub-Recipient Agency

Date

Signature

Printed Name & Title

Attachment K
JUSTIFICATION FOR ADVANCE PAYMENT

RECIPIENT:

If you are requesting an advance, indicate same by checking the box below.

<p><input type="checkbox"/> ADVANCE REQUESTED</p> <p>Advance payment of \$ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay pending obligations for eligible work. We would not be able to operate the program without this advance.</p>

If you are requesting an advance, complete the following chart and line item justification below.

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	20__-20__ Anticipated Expenditures for First Three Months of Agreement
<i>Example: PW#00001(0)</i>	<i>Contract Work \$1,500,000.00 (provide detailed justification).</i>
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION (For each line item, provide a **detailed justification** explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance **will be expended within the first ninety (90) days of the contract term**. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term must be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance).

**VILLAGE OF NORTH PALM BEACH
LIBRARY ADVISORY BOARD MEETING MINUTES
MAY 26, 2020**

NOTE: Due to the Covid-19 pandemic, meetings for the months of March and April were canceled. This meeting was held via ZOOM.

CALL TO ORDER

Chairperson Christine DelGuzzi called the meeting to order at 7:00 PM.

ROLL CALL

Present : Zakariya Sherman, Library Director
Christine DelGuzzi, Chairperson
Phyllis Wissner, Vice Chairperson
Bonnie Jenkins, Secretary
Carolyn Kost, Member
Brad Avakian, Member
Tina Chippas, Member
Leslie Metz, Member
Darryl Aubrey – Village Council Member
Patty Sullivan – Friends of the Library

APPROVAL OF MINUTES

Minutes for the February 25, 2020, meeting were approved after a motion made by Phyllis Wissner and seconded by Tina Chippas.

LIBRARIAN'S REPORT

Director Zak Sherman reported the following:

- **Covid-19 impact:**
 - The Library closed to the public at 5:00 PM on March 17, 2020.
 - Curbside pickup was available, reaching up to 30 pickups per day.
 - Effective March 30, 2020, service hours were reduced to 9:00 AM to 5:00 PM, Monday thru Friday.
 - One PT employee resigned, six others were furloughed.
 - Staff remained very busy with telephone calls regarding curbside pick-up which was very well received by members.
 - Various projects were undertaken by staff as well:
 - Revision of website/social media pages and signage.
 - Purchase of new lab PCs and iPads to serve as main OPACs.
 - Painting and repair of walls, trim, removal of carpet (thank you to PW and IT staff).
 - Complete inventory of historical photos and some displayed on wall.
 - Cloud Library by Biblioteca:
 - In March there were 197 total checkouts, climbing to 481 in April
 - This platform was essential during this timeframe.
- **Friends of the Library (FoL) Update:**
 - Annual meeting, election of officers, quilt raffle, and annual gift presentation to the library was postponed. New date TBD.
 - Thank you to Board member Patty Sullivan who made masks for staff.

- **Reopening Plans:**
 - Library will reopen on Monday, June 1st with limited service hours mirroring the previous curbside pickup hours.
 - Sneeze guards have been installed at the circ desk along with social-distancing decals on the tile floor.
 - Staff will be wearing masks and the public will be strongly encouraged to do so.
 - All chairs have been moved to the Obert Room; Obert Room and Bob's Garage remain closed.
 - Children's room is open with no seating.
 - All checkouts will take place upstairs.
 - Returned items will be quarantined for 3 days before returning to circulation.
 - Curbside pickup remains an option.
 - Computer lab will reopen by appointment at a later date.
- **Facilities:**
 - Children's and upstairs carpets cleaned on May 23; some upholstered chairs also cleaned.
 - New tables and chairs arrived for Bob's Garage; one table was damaged and the company sent a replacement.
 - Repairs made to upstairs Men's restroom.
 - Magazine area revamped; Jack Nicklaus themed photo display hung.
 - Large print books moved to fiction area, Florida/genealogy collections moved to this location (this is the area where historical photographs are displayed).
 - Audio D's moved to former biographies location (next to restrooms).
 - Biographies were relocated to reading area adjacent to the computer lab.
- Youth Services
 - Due to the pandemic, there will be no summer reading program. There is a slate of online programming. Library will also participate in the Summer Camp Program hosted by Parks and Rec Division.
- Adult programs
 - None occurred during this time, will be resumed slowly.
- Statistics
 - E-Book and E-Audio Circulation numbers continued to rise during the shut-down.

OLD BUSINESS

There was none.

NEW BUSINESS

There was none.

QUESTIONS AND ANSWERS

There was none.

ADJOURNMENT

A motion to adjourn the meeting was made by Tina Chippas and seconded by Phyllis Wissner. The meeting was adjourned at 7:40 PM.

The next meeting will be Tuesday, March 24, 2020 at 7:00pm

Respectfully submitted by Bonnie Jenkins

**VILLAGE OF NORTH PALM BEACH
COUNTRY CLUB – GOLF OPERATIONS**

TO: Honorable Mayor and Council

THRU: Andrew D. Lukasik, Village Manager

FROM: Allan Bowman, Head Golf Professional

DATE: June 25, 2020

SUBJECT: **RESOLUTION – Sole Source Purchase for the Refurbishment of a Covershots Mobile Canopy at a total cost of \$36,662**

Village Staff is requesting Council consideration and approval of the refurbishment of a Covershots mobile canopy. The Covershots canopy has been donated by the PGA of America from their facility in Port St. Lucie, and Covershots would transport and refurbish the unit. This a sole source purchase because the unit was manufactured by Covershots Mobile Canopies International, LLC, and Covershots is the only company currently in the golf industry that makes this canopy. Additionally, utilizing Covershots for the refurbishment comes with a one-year warranty on all of their parts.

The purchase of a new unit would cost approximately \$96,000; consequently, with the donation and refurbishment of this existing unit, the Village would save almost \$60,000. During the FY 2020 budgetary process, a total of \$40,000 was tentatively approved for this project; however, the funding was not set aside in the Country Club budget. Staff believes there are sufficient savings and revenue in the Golf Operations budget to pay for this purchase. A budget amendment will be prepared at year-end if necessary.

The PGA has donated the canopy to the Village to assist us in our mission to help Grow the Game of Golf and working with the SFPGA in having an annual HOPE (Help Our Veterans Everywhere) program. The canopy will also allow the Village to sell a premier practice experience on the back of the driving range to a limited number of golfers. This will allow the Village to recoup all the money for the refurbishment, as well provide additional income to the driving range.

In accordance with the Village’s purchasing policies and procedures, “all purchases in excess of \$25,000 and up to \$50,000 shall be brought to the Village Council on Consent Agenda for approval.”

Account Information:

Fund	Department	Account Number	Account Description	Amount
Country Club	Golf	L8046-66490	Machinery & Equipment	\$ 36,662

The attached Resolution has been prepared and/or reviewed by your Village Attorney for legal sufficiency.

Recommendation:

Village Staff requests Council consideration and approval of the attached Resolution approving the sole-source purchase of the refurbishment of a Covershots mobile canopy by Covershots Mobile Canopies International, LLC at a total cost of \$36,662, with funds expended from Country Club Capital Account No. L8046-66490 (Golf – Machinery & Equipment), in accordance with Village policies and procedures.

RESOLUTION 2020-_____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA APPROVING THE SOLE SOURCE PURCHASE OF THE REFURBISHMENT OF A COVERSHOTS MOBILE CANOPY BY COVERSHOTS MOBILE CANOPIES INTERNATIONAL, LLC FOR THE COUNTRY CLUB DRIVING RANGE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Village Staff requested approval of the sole source purchase of the refurbishment of a donated Covershots canopy for the County Club driving range; and

WHEREAS, Covershots Mobile Canopies International, LLC is the manufacturer of the canopy and the only company that makes this type of golf canopy; and

WHEREAS, all purchase in excess of \$25,000 and up to \$50,000 require approval by the Village Council on consent agenda; and

WHEREAS, the Village Council determines that the adoption of this Resolution is in the best interests of the Village and its residents.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA as follows:

Section 1. The foregoing recitals are ratified as true and incorporated herein.

Section 2. The Village Council hereby approves the sole source purchase of the refurbishment of a Covershots canopy for the County Club Driving Range from Covershots Mobile Canopies International, LLC at a total cost of \$36,662, with funds expended from Account No. L8046-66490 (Golf – Machinery and Equipment).

Section 3. This Resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2020 .

(Village Seal)

MAYOR

ATTEST:

VILLAGE CLERK



Quote

www.CoverShotsGolf.com

Date	Estimate #
6/2/2020	1528

Phone Number	1-336-508-5628
Toll Free Number	1-888-881-2433

Ship To
North Palm Beach CC 951 US-1 North Palm Beach, FL 33408 ATT:Allan Bowman

Name / Address
North Palm Beach CC 951 US-1 North Palm Beach, FL 33408 ATT:Allan Bowman

Terms	Project
50% down with balance due in 20 days post install	N Palm Beach CC - 104' Eclipse project

Item	Description	Qty	Rate	Total
	<p>PROJECT: Dis-assemble, relocate to NORTH PALM BEACH CC, and Re-assemble an existing 104' Eclipse Canopy located at PGA Learning Center in Port St Lucie, FL. Transporting approximately 45 miles.</p> <p>SCOPE:</p> <ul style="list-style-type: none"> - CoverShots Engineer and helpers would travel to existing location and perform the Dis-assemble, load transport stepdeck truck, unload at new location, and re-assemble. - Quote Estimate is for 3 days of work and 1 day travel in labor calculation. If for some reason there are issues with the Dis-assemble (worn parts, transport timing, etc) each additional day would add \$1,000 labor cost + \$350 per day travel cost (lodging, car, food). If flight has to be changed due to extended trip change fees will be charged as experienced. 			
Miscellaneous Item	Labor CoverShots		6,800.00	6,800.00
Miscellaneous Item	Travel (Airfare, Car Rental, Lodging, and Food)		1,950.00	1,950.00
Miscellaneous Item	Lift and Ladders Rental - requires 2 separate orders since 2 locations		2,650.00	2,650.00
Miscellaneous Parts	Hardware (to include new retaining and structural bolts, cable ties, etc) - based on past relocation experience)		325.00	325.00

Subtotal
Sales Tax (7.0%)
Total

Price Valid Through 2/1/2021
Please sign and return with payment to:
CoverShots Mobile Canopies Int'l, LLC
2702 Kinsey Drive
Summerfield, NC 2735

Customer Signature



Quote

www.CoverShotsGolf.com

Date	Estimate #
6/2/2020	1528

Phone Number	1-336-508-5628
Toll Free Number	1-888-881-2433

Ship To
North Palm Beach CC 951 US-1 North Palm Beach, FL 33408 ATT:Allan Bowman

Name / Address
North Palm Beach CC 951 US-1 North Palm Beach, FL 33408 ATT:Allan Bowman

Terms	Project
50% down with balance due in 20 days post install	N Palm Beach CC - 104' Eclipse project

Item	Description	Qty	Rate	Total
Freight Payable E...	Estimated Step Deck transport fee. Would need to get a formal quote, but have listed an estimate for quote purpose. DISCLAIMER ON UNIT RELOCATIONS: Eclipse Model relocations can be very complex when working with worn parts, motors, wheels, electrical components, etc. With that stated CoverShots cannot be held responsible for worn parts breaking or malfunction during the Dis-assembler and Re-assemble process. Extreme care is always taken by CoverShots Engineer, but in cases of moving existing units we cannot guarantee worn parts will not fail. NEW PARTS NOTE: Quote assumes the Main Tarp currently on the unit is in good working condition, based on PGA Club, and can be used by North Palm Beach CC. Estimated life of existing tarp could be up to 3 years based on install date of Dec 2016. As information if you would like a new Main Tarp kit added to the quote the cost would be + \$5,250.00.		465.00	465.00
104-20-14-5931	New Motor Package consisting of (2) Motors, Touch Screen Control Panel, Necessary length of cable, terminal connections for a 104 foot Eclipse104' Motor Package Requires 240 volt 40 amp serve.	1	5,561.00	5,561.00

Subtotal
Sales Tax (7.0%)
Total

Price Valid Through 2/1/2021
Please sign and return with payment to:
CoverShots Mobile Canopies Int'l,LLC
2702 Kinsey Drive
Summerfield, NC 2735

Customer Signature



Quote

www.CoverShotsGolf.com

Date	Estimate #
6/2/2020	1528

Phone Number	1-336-508-5628
Toll Free Number	1-888-881-2433

Ship To
North Palm Beach CC 951 US-1 North Palm Beach, FL 33408 ATT:Allan Bowman

Name / Address
North Palm Beach CC 951 US-1 North Palm Beach, FL 33408 ATT:Allan Bowman

Terms	Project
50% down with balance due in 20 days post install	N Palm Beach CC - 104' Eclipse project

Item	Description	Qty	Rate	Total
Generator Kit	On-Board 13000W Generator, generator bracket, and locking aluminum generator enclosure		4,900.00	4,900.00
6045	Gear Reducers (Flange Input-Shaft Output):Model HDRF206-30-L-56C WORLDWIDE ELECTRIC	2	395.00	790.00
125-54-99-7512	Towable Gear Box	4	820.00	3,280.00
125-54-99-7530	131/15 8 Lug Wheel - Hot Dip Galvanized	4	428.00	1,712.00
125-54-99-7531	Wide Turf Tire	4	443.00	1,772.00
6002	Stainless Steel Racing Discs 15 Inch	1	169.00	169.00
104-20-05-3162	104' Forest Green Retractable Main Tarp 20' Eclipse	2	2,449.635	4,899.27
104-20-05-3166	104' Forest Green Center Cap for 20' Eclipse 1 Required Price each	1	300.00	300.00
104-20-05-3164	104' Forest Green Retractable End Cap for 20' eclipse	2	300.00	600.00
104-20-05-3320	12' Crank	4	98.00	392.00
104-20-05-3314	2' Roll Pipe 24'PC w/Swedge and Spline	4	130.00	520.00
Discount-Other	Discount On parts in support of North Palm Beach CC involvement with HOPE and FIRST TEE.		-1,050.00	-1,050.00

Subtotal
Sales Tax (7.0%)
Total

Price Valid Through 2/1/2021
Please sign and return with payment to:
CoverShots Mobile Canopies Int'l,LLC
2702 Kinsey Drive
Summerfield, NC 2735

Customer Signature



Quote

www.CoverShotsGolf.com

Date	Estimate #
6/2/2020	1528

Phone Number	1-336-508-5628
Toll Free Number	1-888-881-2433

Ship To
North Palm Beach CC 951 US-1 North Palm Beach, FL 33408 ATT:Allan Bowman

Name / Address
North Palm Beach CC 951 US-1 North Palm Beach, FL 33408 ATT:Allan Bowman

Terms	Project
50% down with balance due in 20 days post install	N Palm Beach CC - 104' Eclipse project

Item	Description	Qty	Rate	Total
Freight Payable E...	Freight Payable-Customer Eclipse Parts		626.00	626.00

Price Valid Through 2/1/2021
Please sign and return with payment to:
CoverShots Mobile Canopies Int'l,LLC
2702 Kinsey Drive
Summerfield, NC 2735

Subtotal	\$36,661.27
Sales Tax (7.0%)	\$0.00
Total	\$36,661.27

Customer Signature	_____
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Invoice

Date	Invoice #
6/1/2020	396

Phone Number	1-336-508-5628
Toll Free Number	1-888-881-2433

www.CoverShotsGolf.com

Bill To
North Palm Beach CC 951 US-1 North Palm Beach, FL 33408 ATT:Allan Bowman

Ship To
North Palm Beach CC 951 US-1 North Palm Beach, FL 33408 ATT:Allan Bowman

Terms	Project
50% Downpayment	N Palm Beach CC - 104' Eclipse project

Item	Description	Qty	Rate	Amount
	<p>PROJECT: Dis-assemble, relocate to NORTH PALM BEACH CC, and Re-assemble an existing 104' Eclipse Canopy located at PGA Learning Center in Port St Lucie, FL. Transporting approximately 45 miles.</p> <p>SCOPE:</p> <ul style="list-style-type: none"> - CoverShots Engineer and helpers would travel to existing location and perform the Dis-assemble, load transport stepdeck truck, unload at new location, and re-assemble. - Quote Estimate is for 3 days of work and 1 day travel in labor calculation. If for some reason there are issues with the Dis-assemble (worn parts, transport timing, etc) each additional day would add \$1,000 labor cost + \$350 per day travel cost (lodging, car, food). If flight has to be changed due to extended trip change fees will be charged as experienced. 			
Miscellaneous Item	Labor CoverShots	0.5	6,800.00	3,400.00
Miscellaneous Item	Travel (Airfare, Car Rental, Lodging, and Food)	0.5	1,950.00	975.00
Miscellaneous Item	Lift and Ladders Rental - requires 2 separate orders since 2 locations	0.5	2,650.00	1,325.00
Miscellaneous Parts	Hardware (to include new retaining and structural bolts, cable ties, etc) - based on past relocation experience)	0.5	325.00	162.50
Freight Payable E...	Estimated Step Deck transport fee. Would need to get a formal quote, but have listed an estimate for quote purpose.	0.5	465.00	232.50

Subtotal
Sales Tax (7.0%)
Total

Please sign and return with payment to:
CoverShots Mobile Canopies Int'l, LLC
2702 Kinsey Drive
Summerfield, N.C. 27358

Signature: _____



Invoice

Date	Invoice #
6/1/2020	396

Phone Number	1-336-508-5628
Toll Free Number	1-888-881-2433

www.CoverShotsGolf.com

Bill To
North Palm Beach CC 951 US-1 North Palm Beach, FL 33408 ATT:Allan Bowman

Ship To
North Palm Beach CC 951 US-1 North Palm Beach, FL 33408 ATT:Allan Bowman

Terms	Project
50% Downpayment	N Palm Beach CC - 104' Eclipse project

Item	Description	Qty	Rate	Amount
	<p>DISCLAIMER ON UNIT RELOCATIONS: Eclipse Model relocations can be very complex when working with worn parts, motors, wheels, electrical components, etc. With that stated CoverShots cannot be held responsible for worn parts breaking or malfunction during the Dis-assembler and Re-assemble process. Extreme care is always taken by CoverShots Engineer, but in cases of moving existing units we cannot guarantee worn parts will not fail.</p> <p style="text-align: center;">NEW PARTS</p> <p>NOTE: Quote assumes the Main Tarp currently on the unit is in good working condition, based on PGA Club, and can be used by North Palm Beach CC. Estimated life of existing tarp could be up to 3 years based on install date of Dec 2016. As information if you would like a new Main Tarp kit added to the quote the cost would be + \$5,250.00.</p>			
104-20-14-5931	New Motor Package consisting of (2) Motors, Touch Screen Control Panel, Necessary length of cable, terminal connections for a 104 foot Eclipse104' Motor Package Requires 240 volt 40 amp serve.	0.5	5,561.00	2,780.50
Generator Kit	On-Board 13000W Generator, generator bracket, and locking aluminum generator enclosure	0.5	4,900.00	2,450.00

Subtotal
Sales Tax (7.0%)
Total

Please sign and return with payment to:
CoverShots Mobile Canopies Int'l, LLC
2702 Kinsey Drive
Summerfield, N.C. 27358

Signature: _____



Invoice

Date	Invoice #
6/1/2020	396

Phone Number	1-336-508-5628
Toll Free Number	1-888-881-2433

www.CoverShotsGolf.com

Bill To
North Palm Beach CC 951 US-1 North Palm Beach, FL 33408 ATT:Allan Bowman

Ship To
North Palm Beach CC 951 US-1 North Palm Beach, FL 33408 ATT:Allan Bowman

Terms	Project
50% Downpayment	N Palm Beach CC - 104' Eclipse project

Item	Description	Qty	Rate	Amount
6045	Gear Reducers (Flange Input-Shaft Output):Model HDRF206-30-L-56C WORLDWIDE ELECTRIC	1	395.00	395.00
125-54-99-7512	Towable Gear Box	2	820.00	1,640.00
125-54-99-7530	131/15 8 Lug Wheel - Hot Dip Galvanized	2	428.00	856.00
125-54-99-7531	Wide Turf Tire	2	443.00	886.00
6002	Stainless Steel Racing Discs 15 Inch	0.5	169.00	84.50
104-20-05-3162	104' Forest Green Retractable Main Tarp 20' Eclipse	1	2,449.635	2,449.64
104-20-05-3166	104' Forest Green Center Cap for 20' Eclipse 1 Required	0.5	300.00	150.00
104-20-05-3164	Price each 104' Forest Green Retractable End Cap for 20' eclipse	1	300.00	300.00
104-20-05-3320	12' Crank	2	98.00	196.00
104-20-05-3314	2' Roll Pipe 24'PC w/Swedge and Spline	2	130.00	260.00
Discount-Other	Discount On parts in support of North Palm Beach CC involvement with HOPE and FIRST TEE.		-1,050.00	-525.00
Freight Payable E...	Freight Payable-Customer Eclipse Parts	0.5	626.00	313.00

Subtotal	\$18,330.64
Sales Tax (7.0%)	\$0.00
Total	\$18,330.64

Please sign and return with payment to:
CoverShots Mobile Canopies Int'l, LLC
2702 Kinsey Drive
Summerfield, N.C. 27358

Signature: _____



**VILLAGE OF NORTH PALM BEACH
PUBLIC WORKS DEPARTMENT**

TO: Honorable Mayor and Council

THRU: Andrew D. Lukasik, Village Manager

FROM: Steven J. Hallock, Director of Public Works

DATE: June 25, 2020

SUBJECT: **RESOLUTION – Approval of a seven-year lease agreement with Pinnacle Public Finance, Inc. for one 2020 Mack TE64R RL Rear Loader Sanitation Truck acquired from Nextran Corporation d/b/a Nextran Truck Center of Riviera Beach and the surplus one 2001 Sterling Acterra Rear Loader Sanitation Truck.**

Village Staff is seeking Council consideration and approval of the lease of one 2020 Mack TE64R Rear Loader Sanitation Truck acquired from Nextran Corporation d/b/a Nextran Truck Center utilizing an existing Florida Sheriff's Association Contract (FSA19-VEH17.0 #173) at a total cost of \$270,928.00 and the surplus of the 2001 Sterling Acterra Rear Loader Sanitation Truck (VIN: 2FZAANBV82AK01677).

Rear loader sanitation truck #67 is a 2001 with 6,334 hours, but the actual hours are more than **three times** greater because the Department replaced the hour meter. The rear main seal and compressor need to be replaced. This requires dropping the transmission and taking a large portion of the engine apart. The cost of these repairs is \$17,240 and will take two to three weeks. Village Staff does not believe the truck is worth this much, and it is already scheduled for surplus next fiscal year. Additionally, if the repair is made, there is no guarantee something else on the truck will not fail.

Trying to find a Sanitation truck ready to go into service immediately is difficult. The chassis and body need to be married and this usually takes months. Staff was able to find a couple:

- Trucks & Parts Mack GR64B Rear Loader = \$214,350. Extended nose similar to the one bought last year. It's in Tampa, on the lot ready to go. We can take delivery next week. However, according to the Village Attorney, the Village cannot accept the terms and conditions because the dealer is requiring the Village to indemnify, defend and hold the dealer harmless from all claims for damages or injury, including claims relating to a product defect and the dealer's own negligence, without the benefit of the statutory liability caps.
- Trucks & Parts Mack TE64 Rear Loader = \$254,142 Cab over (sets over the wheels). It is in Pennsylvania, on the lot ready to go. It will need to go to Tampa first to install a tipper and then to the Village. The Village can take delivery in 2 weeks. However, according to the Village Attorney, the Village cannot accept the terms and conditions because the dealer is requiring the Village to indemnify, defend and hold the dealer harmless from all claims for damages or injury, including claims relating to a product defect and the dealer's own negligence, without the benefit of the statutory liability caps.
- Nextran Mack GR64B Rear Loader (Florida Sheriffs Association Bid Sheet) = \$226,829. Extended nose similar to the one bought last year. The chassis is in Riviera Beach and the body is in Minnesota. It cannot be here until the end of August because the chassis and body still need to be married.

- Nextran Mack TE64R RL Rear Loader (Florida Sheriffs Association Bid Sheet) = \$246,111. Cab over (sets over the wheels). It is in Minnesota at McNeilus. They can get the unit to McNeilus in Tampa by Monday. They will install the tipper there right away and deliver before the end of the week.

Being down a rear loader truck means vegetation and garbage must be mixed on Monday, Wednesday and Friday. This is concerning because residents are going to get used to it, and trying to separate streams again will be difficult. Also, Village Staff always get complaints when garbage and vegetation are mixed because residents are concerned about the environment and desire to recycle whenever possible.

The other option for not mixing is to collect garbage, dump, and then collect vegetation. There are three problems with this tactic. First, Staff is out until 6:00 or 7:00 p.m. especially since the vegetation volume is so high right now. Second, the dump closes at 5:00 p.m. so the vegetation has to sit in the trucks overnight, which means on Tuesdays and Thursdays, Staff will need to dump before starting collection for these days. For Fridays, the Department can pay overtime for someone to come in and dump the trucks on Saturday. Third, we will be asking Sanitation Staff to work eleven to twelve-hour days on Mondays, Wednesdays and Fridays, with longer than usual days on Tuesdays and Thursdays. This wear and tear on Village Staff in the heat of the summer will lead to call outs and leave the Department short-staffed and behind on collection times.

When the new vehicle is purchased and in service, Village Staff is recommending the surplus of the 2001 Sterling Acterra Rear Loader Sanitation Truck #67 (VIN: 2FZAANBV82AK01677). Because of its age and condition, the Village will probably only receive the price of the scrap metal.

This vehicle will be leased through Pinnacle Public Finance, Inc. The lease is for seven (7) years with a total annual payment of \$38,704.

Account Information:

Fund	Department	Account Number	Account Description	Annual Payment	Total Payments for 7 Years
General Fund	Debt Service	A8535-49158	Vehicle Lease	\$38,704.00	\$270,928.00

The attached Resolution has been prepared and/or reviewed by the Village Attorney for legal sufficiency.

Recommendation:

Village Staff requests Council consideration and approval of the attached Resolution approving the lease of one 2020 Mack TE64R RL GR64B Rear Loader Sanitation Truck, acquired from Nextran Corporation utilizing an existing Florida Sheriff’s Association Contract, through Pinnacle Public Finance, Inc. at a total cost of \$270,928.00, with funds expended from Account No. A8535-49158 (Debt Service – Vehicle Lease), authorizing the Village Manager to execute the necessary Lease Agreements and related documents, and declaring one 2001 Sterling Acterra Rear Loader Sanitation Truck #67 (VIN: 2FZAANBV82AK01677) as surplus and authorizing its disposal in accordance with Village policies and procedures.

RESOLUTION 2020-_____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA APPROVING THE ACQUISITION OF A 2020 MACK REAR LOADER SANITATION VEHICLE FROM NEXTRAN CORPORATION D/B/A NEXTRAN TRUCK CENTER OF RIVIERA BEACH PURSUANT TO PRICING ESTABLISHED IN AN EXISTING FLORIDA SHERIFF'S ASSOCIATION CONTRACT; APPROVING A SEVEN-YEAR LEASE AGREEMENT WITH PINNACLE PUBLIC FINANCE, INC.; DECLARING AN EXISTING REAR LOADER SANITATION VEHICLE AS SURPLUS PROPERTY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, due to extensive repairs required for one of the Public Works Department rear loader sanitation vehicles, Village Staff recommended the lease of a new rear loader sanitation vehicle through Pinnacle Public Finance, Inc.; and

WHEREAS, the 2020 Mack TE64R rear loader sanitation vehicle will be acquired from Nextran Corporation d/b/a Nextran Truck Center of Riviera Beach pursuant to pricing established in an existing Florida Sheriff's Association Contract for Cab and Chassis Trucks and Other Fleet Equipment (Contract No. FSA19-VEH17.0); and

WHEREAS, the Village Council determines that the adoption of this Resolution is in the best interests of the residents and citizens of the Village of North Palm Beach.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA as follows:

Section 1. The foregoing recitals are ratified as true and incorporated herein.

Section 2. The Village Council hereby approves the acquisition of a 2020 Mack TE64R rear loader sanitation vehicle from Nextran Corporation d/b/a Nextran Truck Center of Riviera Beach and the leasing of the vehicle for a seven-year term through Pinnacle Public Finance, Inc.

Section 3. The total annual cost of the lease shall be \$38,704 (at a total cost of \$270,928.00 over the term of the lease), with funds expended from Account No. A8535-49158 (Debt Service – Vehicle Lease). The Village Council further authorizes the Village Manager to execute all required documents with Pinnacle Public Finance, Inc. to effectuate the lease transaction, subject to the review and approval of the Village Attorney.

Section 4. Upon delivery, acceptance and placement into service of the new vehicle, the Village Council declares the following vehicle as surplus property and authorizes its disposal in accordance with Village policies and procedures: 2001 Sterling Acterra Rear Loader Sanitation Truck #67 (VIN: 2FZAANBV82AK01677).

Section 5. This Resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2020.

(Village Seal)

MAYOR

ATTEST:

VILLAGE CLERK

Pinnacle Public Finance, Inc.
 Village of North Palm Beach – Request for Proposal, Refuse Vehicle Lease
 June 18, 2020
 REV 6/22/2020

Preliminary Debt Service Schedule

Pmt #	Payment Date	Payment Amount	Interest	Principal	Purchase Price	Outstanding Balance
	7/1/2020					\$246,111.00
1	10/1/2020	\$9,676.00	\$1,661.26	\$8,014.74	\$242,858.18	\$238,096.26
2	1/1/2021	\$9,676.00	\$1,607.16	\$8,068.84	\$234,627.96	\$230,027.41
3	4/1/2021	\$9,676.00	\$1,552.69	\$8,123.31	\$226,342.18	\$221,904.10
4	7/1/2021	\$9,676.00	\$1,497.86	\$8,178.14	\$218,000.48	\$213,725.96
5	10/1/2021	\$9,676.00	\$1,442.66	\$8,233.34	\$209,602.47	\$205,492.62
6	1/1/2022	\$9,676.00	\$1,387.08	\$8,288.92	\$201,147.77	\$197,203.70
7	4/1/2022	\$9,676.00	\$1,331.13	\$8,344.87	\$192,636.00	\$188,858.83
8	7/1/2022	\$9,676.00	\$1,274.80	\$8,401.20	\$184,066.78	\$180,457.63
9	10/1/2022	\$9,676.00	\$1,218.09	\$8,457.91	\$175,439.72	\$171,999.72
10	1/1/2023	\$9,676.00	\$1,161.00	\$8,515.00	\$166,754.42	\$163,484.73
11	4/1/2023	\$9,676.00	\$1,103.53	\$8,572.47	\$158,010.50	\$154,912.25
12	7/1/2023	\$9,676.00	\$1,045.66	\$8,630.34	\$149,207.55	\$146,281.91
13	10/1/2023	\$9,676.00	\$987.41	\$8,688.59	\$140,345.19	\$137,593.32
14	1/1/2024	\$9,676.00	\$928.76	\$8,747.24	\$131,423.00	\$128,846.08
15	4/1/2024	\$9,676.00	\$869.71	\$8,806.29	\$122,440.59	\$120,039.79
16	7/1/2024	\$9,676.00	\$810.27	\$8,865.73	\$113,397.55	\$111,174.07
17	10/1/2024	\$9,676.00	\$750.43	\$8,925.57	\$104,293.46	\$102,248.49
18	1/1/2025	\$9,676.00	\$690.18	\$8,985.82	\$95,127.93	\$93,262.67
19	4/1/2025	\$9,676.00	\$629.53	\$9,046.47	\$85,900.52	\$84,216.20
20	7/1/2025	\$9,676.00	\$568.46	\$9,107.54	\$76,610.83	\$75,108.66
21	10/1/2025	\$9,676.00	\$506.99	\$9,169.01	\$67,258.44	\$65,939.65
22	1/1/2026	\$9,676.00	\$445.09	\$9,230.91	\$57,842.91	\$56,708.74
23	4/1/2026	\$9,676.00	\$382.79	\$9,293.21	\$48,363.84	\$47,415.53
24	7/1/2026	\$9,676.00	\$320.06	\$9,355.94	\$38,820.77	\$38,059.58
25	10/1/2026	\$9,676.00	\$256.90	\$9,419.10	\$29,213.29	\$28,640.48
26	1/1/2027	\$9,676.00	\$193.32	\$9,482.68	\$19,540.96	\$19,157.81
27	4/1/2027	\$9,676.00	\$129.32	\$9,546.68	\$9,803.35	\$9,611.12
28	7/1/2027	\$9,676.00	\$64.88	\$9,611.12	-\$0.00	-\$0.00
Totals:		\$270,928.00	\$24,817.00	\$246,111.00	Rate 2.7000%	



FLORIDA SHERIFFS ASSOCIATION
FSA19-VEH17.0 #173

VILLAGE OF NORTH PALM BEACH

MACK TE64R REAR LOAD REFUSE TRUCK

PRESENTED BY

DAVID GLUCKLER
NEXTRAN TRUCK CENTERS

772 486 3899

561 842 6225

dgluckler@nextrancorp.com



ISUZU



FLORIDA SHERIFFS ASSOCIATION BID SHEET

CUSTOMER: VILLAGE OF NORTH PALM BEACH
 BID NUMBER: FSA 19-17.0 ITEM NUMBER 173
 DATE: June 17, 2020
 DESCRIPTION: MACK TE64R RL REFUSE TRUCK

BASE PRICE: 143,847

PUBLISHED OPTIONS:

1001759	355HP UPGRADE	585
20F46R	66K GVW	2,585
FEPTO-PKG	FEPTO	1,080
3180010	BAT DISCONNECT	136
1529009	MOTO MIRRORS	340
8FXG1X	BB AIR LINES	180
21584164	AL WHEELS	1,445
OPT-315	315 REAR TIRES	1,560
NEW	MUNI TAG	300
5 YR WARRANTY MACK EP2W EATS/ALLISON		5,300

CHASSIS TOTAL: 157,358

BODY: MCNEILUS BODY(ATTACHED) 88,753

TOTAL 246,111

Bid Awa d

Term: October 1, 2019 - September 3, 2020

Contract: FSA19-VEH17.0 , Heavy Trucks and Equipment

Group: REFUSE TRUCK: 60,000 LB GVWR Cab & Chassis Refuse Truck Only 4x6

Item: 173, Mack, TE Series, TE Series

Description: Standard Manufacturer Equipment and Specifications, plus the following if not already included in manufacturer standard equipment and base specifications: ENGINE: 300 HP 6-cylinder diesel engine, manufacturer's 11L minimum. TRANSMISSION: Allison 4500 RDS automatic transmission. ENGINE EQUIPMENT: Air restriction monitor – intake mounted. CAB: Low cab, forward mounted, tilt type; Floor covering – 2 keys and/or fobs; black rubber mats; Seating – driver air suspension mid back, passenger fixed mid back; Standard air conditioning and heating. FRAME: Frame – steel construction matched to GVWR and mounted body of truck; Wheelbase – 209"; Front bumper – painted steel; Fuel tank – 70 gallon, minimum; Air dryer – Bendix AD9 heated, or approved equivalent. SAFETY: Horn – single air trumpet; Mirrors – West Coast to include 7.5" convex mounted to lower mirror bracket; Daytime running lights; Backup alarm. FRONT AXLE: 20,000lb front axle and suspension; Oil type with synthetic lube. REAR AXLE: 40,000 lb. rear axles and suspension; Power divider with warning light and buzzer (includes in cab control). ELECTRICAL: Hand throttle – electronic hand throttle operated through cruise control when in PTO mode only; Engine protection – engine shut down system monitoring high water temp, low oil pressure, high exhaust temp, high transmission temp. TIRES and WHEELS: Manufacturer standard tires and wheels rated for 60,000 lb GVWR.

Zone	Rank	Vendor	Price
Western	Primary	Nextran Truck Centers	\$143,837.00
Northern	Primary	Nextran Truck Centers	\$143,837.00
Central	Primary	Nextran Truck Centers	\$143,837.00
Southern	Primary	Nextran Truck Centers	\$143,837.00

Options appear in alphabetical order by awarded vendor.

Options: Nextran Truck Centers

Order Code	Description	Price
1001759	MP7 355HP with 1260 ftlbs of torque	\$585.00
20F46R	66,000 GVWR package, Front 425 Tires (900-1364)/ Front wheels steel: 22.5x12.50(531-2724)/ static load cushions FA (384-000)/ 46,000 MACK(186-1035)/SS462 Camelback suspension	\$2,585.00
1003107	CNG Prep - 64R G with cummins ISL-G 320HP, Fuel tanks not included, base chassis upgrade	\$5,585.00
1862406	Rear Suspension - 46,000lb Meritor RT46-160 with Hendrickson HN462 Suspension	\$3,785.00
NEX 20 RDA	Rigid Lift Axle: Pusher/20,000lb rating air lift to include 11R22.5 tires with steel wheels	\$7,110.00
NEX 20 SDA	Steerable Lift Axle: Pusher/20,000 rating air lift to include 11R22.5 tires with steel wheels	\$8,650.00
FEPTO-PKG	Front Engine PTO Provision (FEPTO) - FFE330 Front Frame Extension for Extended Bumper, 1830002 Flange Adapter 1350, 826-004 Pump Mounting Kit, 5EXH1X Skid Plate under Bump/Rad	\$1,080.00
1442103	RH and LH Sit down, RH Drive Only	\$6,220.00
1442100	LCF Low Profile With left hand steer - Model LR64R Terrapro	\$6,050.00
1442102	LCF Low Profile with dual steer - Model LR64R with dual sitdown, dual steering	\$7,310.00
1442101	LCF Low Profile with dual steer and right hand stand up - Model LR64R Standard Config.	\$6,850.00
2540401	Driver Controlled Differential lock - Inter wheel Differential Lock (Both Axles)	\$963.00
NEX 60 174/RP 4500	60,000 Roll off hoist and Tarp	\$37,277.00
60K AFR	60,000 Above Frame Roll Off Hoist and Tarp	\$54,616.00
NEX 20 RRL LM	20 CU YD Refuse Rear Loader	\$69,047.00
NEX 25 RRL LM	25 CU YD Refuse Rear Loader	\$78,870.00
NEX 32 RRL MCN	32 CU YD Refuse Rear Loader	\$84,212.00
NEX 40 RFL H	40 CU YD Refuse Front Loader	\$121,885.00
NEX 28 RASL MCN	28 CU YD Refuse Automated Side Loader	\$120,023.00
NEX 31 RASL	31 CU YD Refuse Automated Side Loader	\$140,533.00
Single Axle	CREDIT Single Axle Option	\$7,200.00
MFG List	We furnish bodies from the following, Bridgeport, E-Z Pack, Galbreath, Heil, Loadmaster, McNeilus, New Way, Pac-Mac, Palfinger, Wayne, Labrie, and others.	\$0.00
2931000	DAVCO 382 Fuel Filter (Fluid Heated)	\$385.00
3180010	Battery Disconnect Switch "Flaming River" with config. Light	\$136.00
9011415	F+R (10) 315/80R22.5x20 M870 Bridgestone all position tires on steel wheels	\$1,950.00

Order Code	Description	Price
1529009	West Coast "Moto Mirror" package. RH+LH Motorized and Heated (Terrapro 64R Series Only)	\$340.00
BBA-PK7	Body Builder Air lines. Factory installed for pneumatic joy stick controls	\$180.00
8FXG1X	Drop Frame Modifications for LCF Chassis	\$13,420.00
2LCA1X	Cab Front Corner Protection/ Reinforcement for LCF Chassis	\$215.00
5EXH1X	Skid Plate under Bumper + Radiator	\$250.00
84064	All Aluminum Wheels	\$1,445.00
OPT-315	Rear Tires (8) 315/80R22.5 M870 Bridgestone. For all rear tires	\$1,560.00
ALT TIRE	Alternate Tire Manufacturer (Goodyear or Michelin)	\$3,500.00



McNeilus Truck and Manufacturing Inc.

Lakeland, FL 33815
813-838-0417

McNeilus Model 2511: HD 25 yd Rear Loader

Quote Number: OBC202006150941 Rev: 0

Printed: 6/17/2020

To:

Nextran Truck Center - Riviera Beach
7151 Industrial Dr S
Riviera Beach, FL 33404 USA
Attn: David Gluckler

Unit Price:	\$ 83,199
Federal Excise Tax:	\$ -
Freight:	\$ 3,890
Surcharge	\$1,664
Ext. Warranty	\$ -
Total Unit Price:	\$88,753
Quantity:	1
Extended Price:	\$88,753

Delivery Point:

Nextran Truck Center - Riviera Beach
7151 Industrial Dr S
Riviera Beach, FL 33404
USA

Standard Equipment: Commercial Intertech Pump and Valves
D.O.T. Reflective Tape
Tailgate Safety Prop

Rosenboom Cylinders
Smart Pak
Aeroquip Hoses
Body Access Door
3 cubic yard hopper
L.E.D. Lights

Options Included in Price:

- Cart Tipper Model: McNeilus SSPIII-B
- Fire Extinguisher, 20 lb., Under Body, Curbside
- Hopper Liner, 3/16-inch AR200
- Hopper Work Lights: 2 LED
- Manual Linkage, Curbside and Streetside
- Monitor Mount Center Overhead, Swivel
- Mounting Brackets Only for Future Reeveer
- Mudflaps, Front: Black w/McNeilus Logo
- Rubber Fender Extension
- Safety Triangle Kit in Cab
- Shovel, One (1)
- Slide (Decrease) WB
- Smart Lights, (4), 4" on Tailgate
- Third Eye, 7 in. Color Monitor, 1 Camera
- Unused Sections for Cart Tippers: 1
- Unused Sections for Container Tipper: 1
- Unused Sections for Reeveer/Winch: 1

Quantity Discount

Pricing includes all applicable discounts for quantity quoted. Change of quantity ordered may result in revision of price.

Freight Charges

Freight charge is estimated based upon fuel cost at the time of quotation. The charge is subject to change at the time of delivery. Shipping arrangements (when applicable) are made for the convenience of the customer. Seller assumes no responsibility for the equipment in transport.

Specifications

All specifications are subject to change without notice. Several factors beyond the control of the chassis OEM or McNeilus may result in the substitution of components of equal or greater quality.

Special Options

Special options are subject to Engineering application approval.

Taxes

No state or local taxes are included in the prices quoted herein. Any applicable state and local taxes must be added to these prices and paid directly by the purchaser.

Terms & Conditions

This quotation assumes and is subject to the standard terms and conditions of London Machinery, McNeilus Truck and Manufacturing Co. and Oshkosh Corporation, including limitations of warranty.

Cancellation

See Terms and Conditions referenced above.

Chassis: CT - Mack Terrapro 64R (Diesel) (Provided by Customer)

This quotation is valid until 07/15/2020. Any order is contingent upon acceptance by McNeilus Companies, Inc.

By signing and returning this document, you are indicating that you have read and approved the above specification.

THIS QUOTE MAY BE SUBJECT TO THE IMPOSITION OF A SURCHARGE BASED ON PRICE INCREASES ON STEEL. WE WILL PROVIDE EXACT AMOUNT OF SURCHARGE AS SOON AS PRACTICABLE.

Date(s) chassis will arrive at McNeilus

Authorized Signature

Date



To whom it may concern,

Re: VONPB Mack TE64R Rear Load Refuse truck

Nextran Truck Centers has provided a proposal for a Mack TE64R Rear Load Refuse Truck using the Florida Sheriffs Association contract. The unit is complete, except for the can tipper, at Mcneilus in Dodge Center MN. It can be transported to Mcneilus in Tampa for installation of tipper and be delivered to the Village in about two weeks.

The TE64R is a Cab over engine truck that is widely used as a Rear Load collection truck. It is the truck of choice for most residential applications due to its extreme durability and short wheelbase.

We are acutely aware of the need to expedite this process and will make every effort to deliver the unit as swiftly as possible.

Thank you,

David Gluckler

Nextran Truck Centers

7151 Industrial Dr S

Riviera Beach, FL 33404



Payment terms are 30 days from invoice date unless otherwise agreed upon in writing. Remit to:
 Cummins Sales and Service
 P. O. Box 403896
 Atlanta, GA 30384-3896

WEST PALM BEACH FL BRANCH
 3754 INTERSTATE PARK WAY
 MV# 95934
 RIVIERA BEACH, FL 33404-
 (561)840-7281

INVOICE NO
ESTIMATE
REMIT TO: P. O. Box 403896 Atlanta, GA 30384-3896

BILL TO

VILLAGE OF NORTH PALM BEACH
 645 PROSPERITY FARMS RD
 N PALM BEACH, FL 33408-4799

OWNER

VILLAGE OF NORTH PALM B
 645 PROSPERITY FARMS RD
 N PALM BEACH, FL 33408-4799
 DENNIS NENTWICK - 561 6445869

PAGE 1 OF 2

*** CCARD ***

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
15-JUN-2020		24-SEP-2001	ISB CM550		STERLING
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
362629		11-JUN-2020	46109844		ACTERRA
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
47627			98811 / 0		67

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
OSN/MSN/VIN		1FVACWDT1HHJC9199					
COMPLAINT		INFRAME LEAKS AND POSSIBLE BLOWBY					
						DIAGNOSTIC CHARGE:	0.00
1	0	5361587RX	HEAD,CYLINDER	DRC		1,841.67	1,841.67
1	0	3943536D	HEAD, CYL ISB	CLEAN		250.00	250.00
-1	0	3943536D	HEAD, CYL ISB	DIRTY		250.00	- 250.00
1	0	3802881RX	TURBOCHARGER,HX35 WASTEGA	DRC		1,386.16	1,386.16
1	0	3802678D	TURBO,HX35W	CLEAN		250.00	250.00
-1	0	3802678D	TURBO,HX35W	DIRTY		250.00	- 250.00
1	0	5286966RX	COMPRESSOR,1 CYL AIR	DRC		1,276.62	1,276.62
1	0	3944460D	CPR, AIR ISB 15.2 CFM	CLEAN		125.00	125.00
-1	0	3944460D	CPR, AIR ISB 15.2 CFM	DIRTY		125.00	- 125.00
1	0	3929751	GASKET,ACC DRIVE COVER	CECO		12.35	12.35
1	0	5405392	SEAL,OIL	CECO		30.56	30.56
1	0	3937111	SEAL,OIL	CECO		42.41	42.41
20	0	705290	OIL PREMIUM BLUE BULK QT!	S1-VALVOLINE		3.07	61.40
1	0	LF3970	PAC, LF	FLG		14.61	14.61
1	0	4090035	SET,UPPER ENGINE GASKET	CECO		285.40	285.40
4	0	3818823	STUD	CECO		13.47	53.88
4	0	3818824	NUT,REGULAR HEXAGON	CECO		3.24	12.96
6	0	3800782	KIT,ENGINE PISTON	CECO		222.47	1,334.82
1	0	4955853	SET,MAIN BEARING (STD)	CECO		182.30	182.30

Completion date : 12-Jun-2020 03:41PM. Estimate expires : 15-Jul-2020 01:58PM.

Billing Inquiries? Call (877)480-6970

THERE ARE ADDITIONAL CONTRACT TERMS ON THE REVERSE SIDE OF THIS DOCUMENT, INCLUDING LIMITATION ON WARRANTIES AND REMEDIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN AND WHICH PURCHASER ACKNOWLEDGES HAVE BEEN READ AND FULLY UNDERSTOOD.

AUTHORIZED BY (print name) _____ SIGNATURE _____ DATE _____



Payment terms are 30 days from invoice date unless otherwise agreed upon in writing. Remit to:
 Cummins Sales and Service
 P. O. Box 403896
 Atlanta, GA 30384-3896

WEST PALM BEACH FL BRANCH
 3754 INTERSTATE PARK WAY
 MV# 95934
 RIVIERA BEACH, FL 33404-
 (561)840-7281

INVOICE NO
ESTIMATE
REMIT TO: P. O. Box 403896 Atlanta, GA 30384-3896

BILL TO

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 645 PROSPERITY FARMS RD
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PAGE 2 OF 2

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CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
362629		11-JUN-2020	46109844		ACTERRA
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
47627			98811 / 0		67

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
OSN/MSN/VIN		1FVACWDT1HHJC9199					
1		0	3969562	BEARING,CON ROD (STD)	CECO	11.00	11.00
6		0	3944197	INJECTOR	CECO	185.39	1,112.34
1		0	3800487	SET,LOWER ENGINE GASKET	CECO	356.86	356.86
				PARTS:			8,015.34
				PARTS COVERAGE CREDIT:			0.00CR
				TOTAL PARTS:		8,015.34	
				SURCHARGE TOTAL:			0.00
				LABOR:			8,925.00
				LABOR COVERAGE CREDIT:			0.00CR
				TOTAL LABOR:		8,925.00	
				MISC.:			300.00
				MISC. COVERAGE CREDIT:			0.00CR
				TOTAL MISC.:		300.00	
				ELECTRONIC TOOLING FEE			50.00
				HAZ WASTE DISPOSAL			100.00
				SHOP SUPPLIES			150.00
TAX EXEMPT NUMBERS:					LOCAL		0.00

Completion date : 12-Jun-2020 03:41PM. Estimate expires : 15-Jul-2020 01:58PM.

Billing Inquiries? Call (877)480-6970

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SUB TOTAL: 17,240.34
 TOTAL TAX: 0.00

TOTAL AMOUNT: US \$ 17,240.34

AUTHORIZED BY (print name) _____ SIGNATURE _____ DATE _____

TERMS AND CONDITIONS

These Terms and Conditions, together with the estimate/quote (the "Quote") and/or invoice ("Invoice") attached to these Terms and Conditions, are hereinafter collectively referred to as this "Agreement" and shall constitute the entire agreement between the customer ("Customer") identified on the Quote and/or Invoice and Cummins Inc. ("Cummins") and supersede any previous agreement or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of, or serves to explain or interpret, the Terms and Conditions set forth in this Agreement. Electronic transactions between Customer and Cummins will be solely governed by the Terms and Conditions of this Agreement, and any terms and conditions on Customer's website or other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, any terms and conditions related thereto shall be null and void and of no legal effect on Cummins.

1. **SCOPE OF SERVICES; PERFORMANCE OF SERVICES.** Cummins shall supply part(s) and/or component(s) and/or engine(s) and/or generator set(s) ("Goods") and/or perform the maintenance and/or repair ("Services") on the equipment identified in the Quote and/or Invoice ("Equipment"), if applicable, in accordance with the specifications in the Quote and/or Invoice. No additional services or goods are included in this Agreement unless agreed upon by the parties in writing, or otherwise, as applicable.
2. **CUSTOMER OBLIGATIONS.** If necessary, Customer shall provide Cummins safe and free access to Customer's site and arrange for all related services and utilities necessary for Cummins to safely and freely perform the Services. During the performance of the Services, Customer shall fully and completely secure all or any part of any facility where the Equipment is located to remove and mitigate any and all safety issues and risks, including but not limited to injury to facility occupants, customers, invitees, or any third party and/or property damage or work interruption arising out of the Services. If applicable, Customer shall make all necessary arrangements to address and mitigate the consequences of any electrical service interruption which might occur during the Services. Customer is responsible for operating and maintaining the Equipment in accordance with the owner's manual for the Equipment.
3. **INVOICING AND PAYMENT.** Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of Invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Goods and/or Services. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay all Cummins' costs and expenses (including all reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins.
4. **TAXES; EXEMPTIONS.** The Invoice includes all applicable local, state, or federal sales and/or use or similar taxes which Cummins is required by applicable laws to collect from Customer under this Agreement. Customer must provide a valid tax exemption certificate or direct payment certificate prior to shipment of the Goods or performance of the Services, or such taxes will be included in the Invoice.
5. **DELIVERY, TITLE AND RISK OF LOSS.** Unless otherwise agreed in writing by the parties, any Goods supplied under this Agreement shall be delivered FOB Origin, freight prepaid to the first destination. If agreed, any charges for third party freight are subject to adjustment to reflect any change in price at time of shipment. Unless otherwise agreed to, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate. All shipments are made within normal business hours, Monday through Friday. Unless otherwise agreed in writing by the parties, title and risk of loss for any Goods sold under this Agreement shall pass to Customer upon delivery of Goods by Cummins to freight carrier or to Customer at pickup at Cummins' facility.
6. **DELAYS.** Any delivery, shipping, installation, or performance dates indicated in this Agreement are estimated and not guaranteed. Further, delivery time is subject to confirmation at time of order. Cummins shall not be liable to Customer or any third party for any loss, damage, or expense suffered by Customer or third party due to any delay in delivery, shipping, installation, or performance, however occasioned, including any delays in performance that result directly or indirectly from acts of Customer or causes beyond Cummins' control, including but not limited to acts of God, accidents, fire, explosions, flood, unusual weather conditions, acts of government authority, or labor disputes.
7. **LIMITED WARRANTIES.**
 - a. New Goods: New Goods purchased or supplied under this Agreement are governed by the express written manufacturers' warranty. No other warranty for Goods supplied under this Agreement is provided under this Agreement.
 - b. Cummins Exchange Components, Other Exchange Components, and Recon. Cummins will administer the Cummins exchange component warranty and the warranties of other manufacturers' exchange components or Recon Components which are sold by Cummins. In the event of defects in such items, only manufacturers' warranties will apply.
 - c. HHP Exchange Engine: HHP Exchange Engines remanufactured by Cummins under this Agreement are governed by the express Cummins' written warranty. No other warranty for HHP exchange Engines supplied under this Agreement is provided under this Agreement.
 - d. General Service Work: All Services shall be free from defects in workmanship (i) for power generation equipment (including engines in such equipment), for a period of ninety (90) days after completion of Services or 500 hours of operation, whichever occurs first; or (ii) for engines, for a period of ninety (90) days after completion of Services, 25,000 miles or 900 hours of operation, whichever occurs first. In the event of a warrantable defect in workmanship of Services supplied under this Agreement ("Warrantable Defect"), Cummins' obligation shall be solely limited to correcting the Warrantable Defect. Cummins shall correct the Warrantable Defect where (i) such Warrantable Defect becomes apparent to Customer during the warranty period; (ii) Cummins receives written notice of the Warrantable Defect within thirty (30) days following discovery by Customer; and (iii) Cummins has determined that there is a Warrantable Defect. Warrantable Defects remedied under this provision shall be subject to the remaining warranty period of the original warranty of the Services. New Goods supplied during the remedy of Warrantable Defects are warranted for the balance of the warranty period still available from the original warranty of such Goods.
 - e. Used Goods: Used Goods are sold "as is, where is" unless exception is made in writing between Cummins and Customer. Customer agrees to inspect all used Goods before completing the purchase.
8. **THE REMEDIES PROVIDED IN THE LIMITED WARRANTIES AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY.**
8. **INDEMNIFICATION.** Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Services and/or Goods supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed, in whole or in part, by the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity, including any tenders for defense and indemnity by Cummins to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.
9. **LIMITATION OF LIABILITY. NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, ENHANCED DAMAGES, MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY, AND/OR DAMAGES CAUSED BY DELAY) IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF GOODS OR SERVICES UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMED DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF GOODS AND SERVICES SUPPLIED BY CUMMINS UNDER THIS AGREEMENT GIVING RISE TO THE CLAIM. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN EVEN IF THE EXCLUSIVE REMEDY IN SECTION 7 IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.**
10. **GOVERNING LAW AND JURISDICTION.** This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the court of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.
11. **ASSIGNMENT.** This Agreement is binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.
12. **CANCELLATION.** Orders placed with and accepted by Cummins may not be cancelled except with Cummins' prior written consent. Cummins may charge Customer a cancellation charge in accordance with current Cummins policy which is available upon request, in addition to the actual, non-recoverable costs incurred by Cummins.
13. **REFUNDS/CREDITS.** Goods ordered and delivered by Cummins under this Agreement are not returnable unless agreed to by Cummins. Cummins may, at its sole discretion, agree to accept Goods for return and provide credit where Goods are in new and saleable condition and presented with a copy of the original invoice. Credits for returns will be subject to up to a 15% handling/restocking charge and are limited to eligible items purchased from Cummins.
14. **INTELLECTUAL PROPERTY.** Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a license or any other rights to use any of the intellectual property rights of Cummins.
15. **COMPLIANCE WITH LAWS.** Customer shall comply with all laws applicable to its activities under this Agreement, including without limitation, any and all applicable national, provincial, and local export, anti-bribery, environmental, health, and safety laws and regulations in effect. Customer acknowledges that the Goods, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Goods or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding, Customer shall comply with all such applicable laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures. Customer shall accept full responsibility for any and all civil or criminal liabilities and costs arising from any breaches of those laws and regulations and will defend, indemnify, and hold Cummins harmless from and against any and all fines, penalties, claim, damages, liabilities, judgments, costs, fees, and expenses incurred by Cummins or its affiliates as a result of Customer's breach.
16. **CONFIDENTIALITY.** Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic, or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to, (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods, and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.
17. **MISCELLANEOUS.** All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the Quote and/or Invoice. No amendment of this Agreement shall be valid unless it is in writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter or the enforceability of the Agreement generally, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof. These terms are exclusive and constitute entire agreement. Customer acknowledges that the provisions were freely negotiated and bargained for and Customer has agreed to purchase of the Goods and/or Services pursuant to these terms and conditions. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such terms and conditions. Neither party has relied on any statement, representation, agreement, understanding, or promise made by the other except as expressly set out in this Agreement.



TO: Key Official

FROM: Michael Sittig, Executive Director

DATE: June 9, 2020

SUBJECT: 94th Annual FLC Conference – Required Business Meetings
VOTING DELEGATE INFORMATION

The Florida League of Cities' will hold a scaled down Annual Conference that will consist of the required business meetings on August 14, 2020. At this time, the meetings will be conducted in-person with remote access for those who do not wish to travel. The location will be in Orlando. The hotel will be announced soon.

The FLC Business Meeting is scheduled on Friday August 14, 2020 at 2:00 p.m. This meeting will likely be an in-person meeting with remote access. All voting will be conducted electronically. Due to the rapidly changing environment, a final decision will be made in early July.

It is important that each municipality designate one official to be the voting delegate for the FLC Business Meeting. Election of League leadership and adoption of resolutions are undertaken during the business meeting.

In accordance with the League's by-laws, each municipality's vote is determined by population, and the League will use the Estimates of Population from the University of Florida for 2019.

The chosen delegate will receive an email with further electronic voting instructions closer to conference.

If you have any questions on voting delegates, please email Eryn Russell at erussell@flcities.com. **Voting delegate forms (or any changes to the voting delegate) must be received by the League no later than August 7, 2020.**

Attachments: Form Designating Voting Delegate



94th FLC Annual Conference – Business Meetings
Florida League of Cities, Inc.
August 14, 2020

It is important that each member municipality designate one of their officials to cast their votes at the Annual Business Session. League By-Laws require that each municipality select one person to serve as the municipalities voting delegate. *Municipalities do not need to adopt a resolution to designate a voting delegate.*

Please fill out this form and return it to the League office so that your voting delegate may be properly identified. The chosen delegate will receive an email with further electronic voting instructions closer to conference. For this reason, it is important that we have the correct email on file for the voting delegate. If the delegate changes, please notify us no later than August 7, 2020.

Designation of Voting Delegate

Name of Voting Delegate: _____

Title: _____

Municipality of: _____

Email of Delegate: _____

AUTHORIZED BY:

Name

Title

Return this form to:

Eryn Russell
Florida League of Cities, Inc.
Fax: (850) 222-3806
Email: erussell@flcities.com

VILLAGE OF NORTH PALM BEACH
Public Work Department

TO: Honorable Mayor and Council

THRU: Andrew D. Lukasik, Village Manager

FROM: Steven J. Hallock, Director of Public Works

DATE: June 25, 2020

SUBJECT: **PRESENTATION – Village of North Palm Beach Stormwater Utility Study Report**

Due to concerns about the condition of the Village’s aging stormwater system and the lack of funding available to address it, the Village has been exploring the use of a Stormwater Utility Fee to generate a dedicated funding source to maintain the system. This evening’s presentation will provide options, and the rationale for those options, to fund stormwater infrastructure activities in the future.

Recent Activity:

Through the adoption of Resolution 2018-59 on July 12, 2019, the Village Council approved a proposal from Hazen & Sawyer, P.C. for a Stormwater Management Study. This was an exploratory study to provide information and data related to the establishment of a stormwater fee structure to fund needed stormwater activities and improvements within the Village.

On March 14, 2019, the Village Council held a workshop on the exploratory study and directed Village Staff to continue to evaluate stormwater funding options. During strategic planning in 2019 and FY 2020 budget preparation, a stormwater funding mechanism continued to be a high priority for the Village Council. As a result, \$100,000 was budgeted and approved for the next phase of the stormwater study.

Through the adoption of Resolution No. 2019-114 on October 10, 2019, the Village Council approved a proposal from Hazen & Sawyer, P.C. to provide stormwater utility fee development and implementation services. Village Staff has been working with Hazen & Sawyer over the last several months to develop a Stormwater Utility Study Final Report for Council’s consideration.

Tonight’s Presentation:

Due to age and condition of the stormwater collection system, the Village will be required to expend funds in the near future to appropriately maintain its stormwater infrastructure.

The Village Council must ultimately determine whether to redirect general operating revenues (which currently fund other operating and capital expenditures) to fund stormwater maintenance activities or establish a stormwater fee to generate revenue source dedicated to address the stormwater utility needs. If the policy direction is to use a dedicated stormwater fee to fund some or all of the Village’s stormwater maintenance work, then Village staff will begin to move forward with the development of the necessary ordinances and/or resolutions. Part of that effort will to develop materials for public outreach as well.

Collection of a stormwater fee will not begin until FY2021 (October 2021) assuming the use of the tax bill.

Recommendation:

Village Staff seeks Council consideration, input and guidance regarding the Village of North Palm Beach Stormwater Utility Study Final Report.

Hazen



Village of North Palm Beach Stormwater Management Study

Conceptual Evaluation Prior to Utility Development

Agenda

- Background and Introduction
- Parcel Analysis and Impervious Area
- Rate Structure Development and ERUs
- Level of Service Scenarios
- Credit Program and Rate Comparison
- Billing Methodologies
- Village Actions for Implementation



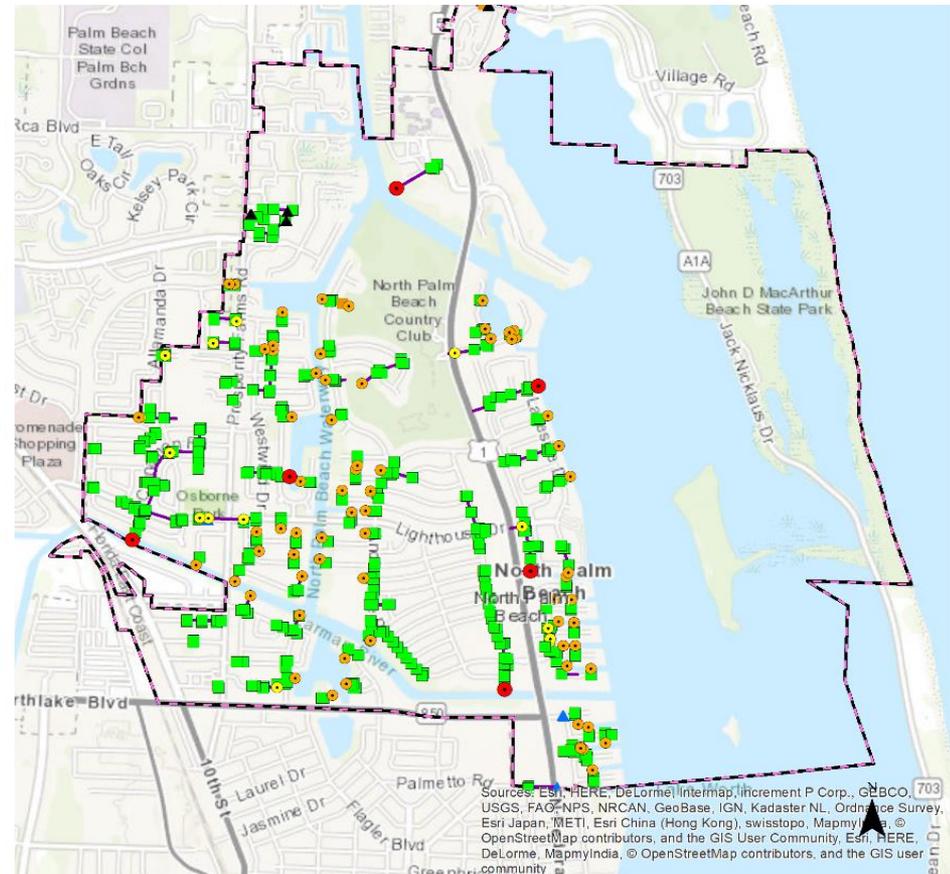
Background and Introduction

- In 2019 Hazen performed a conceptual stormwater utility study
 - Obtained inventory of stormwater assets
 - Reviewed regulatory compliance requirements
 - Estimated program costs, revenues and funding requirements
 - Prepared a preliminary 5-year financial forecast
 - Identified alternative rate structures
- The objective of the current study is to develop a stormwater utility fee for implementation in FY2021



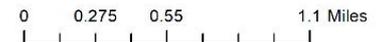
Village of North Palm Beach Stormwater Management System

- Village is approx. 5.8 square miles
- Over 47,000 linear feet of stormwater pipe 6" to 60" in diameter
- Six major outfalls
- Approx. 42 miles of swales



Legend

- | | |
|------------------|--------------------|
| Village Boundary | Catch Basin |
| Outfall | Curb Inlet |
| Major Outfall | Pipe End Structure |



Stormwater Assets and Infrastructure

- Current Situation
 - Aging infrastructure
 - Repair as fails
 - No dedicated funding/reliant on year to year General Revenues
- Future Objectives
 - Asset management
 - Preventative maintenance
 - Dedicated stormwater management fund



- Background and Introduction
- Parcel Analysis and Impervious Area
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Parcel Analysis

- Updated data sets used in Conceptual Study
 - Parcel GIS Data
 - Parcel Tax Data
 - High definition orthoimagery



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



Impervious Area Definition

- Impervious area (IA) is developed or compacted land, through which rainwater cannot percolate into the ground and thus enters the stormwater management system as runoff (i.e., roof, driveway, dirt road, etc.)



Example of Single-family Residential Impervious Area Measurement (red)



Impervious Area Drives Stormwater System Demand

- A parcel's IA is assumed proportionate to the demand placed on the stormwater system
- 86 percent of stormwater utilities use IA as basis for allocating stormwater costs (SeSwA, 2019)
- IA estimated for residential parcels and measured for non-residential parcels



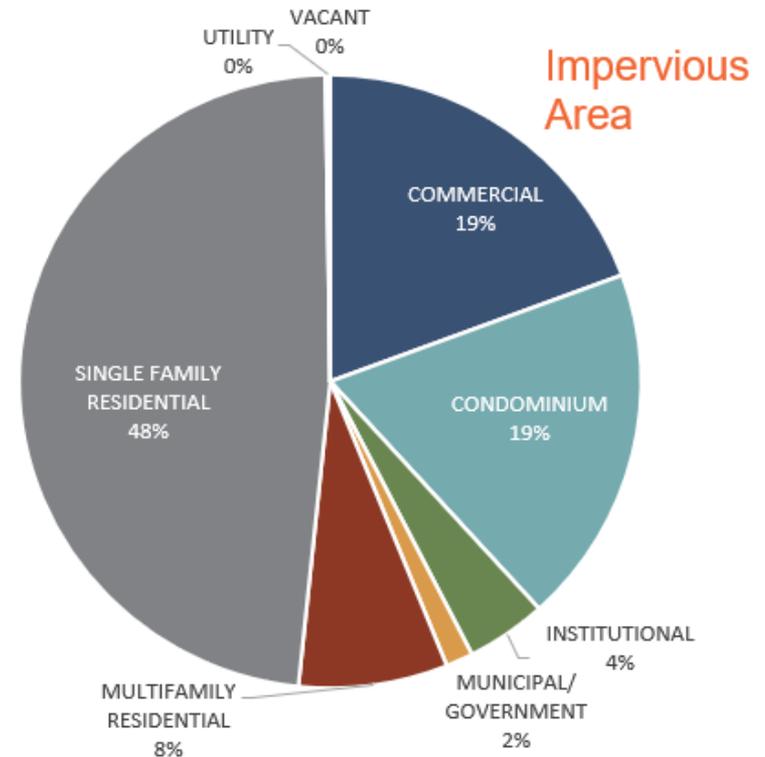
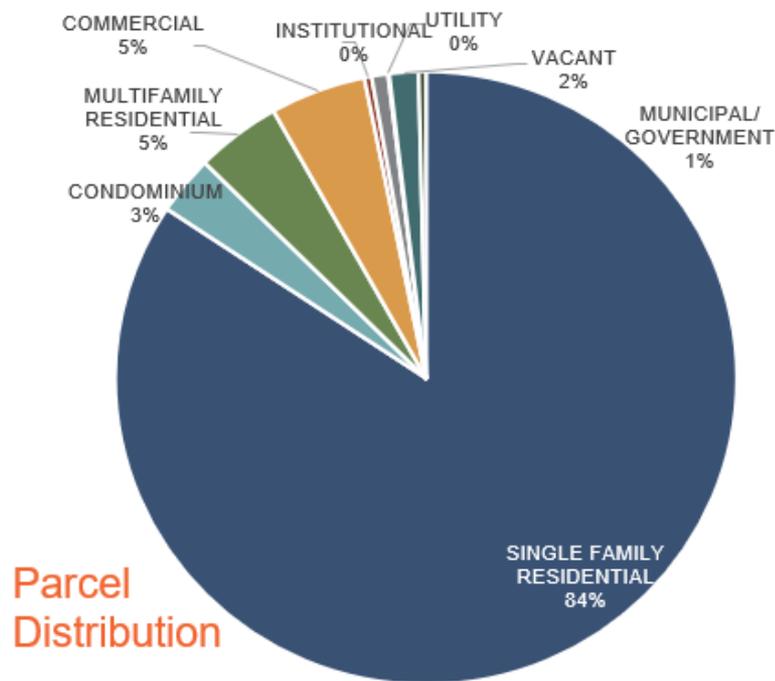
Parcels Analyzed by Property Use

- Parcels assigned to general property use categories for analysis

Land Use	Property Use
Residential	Single-Family Residential
	Condominium
	Multifamily Residential
Nonresidential	Commercial
	Institutional
	Municipal/Government
	Utility
	Vacant
	Water/ROW



Parcel Data Analysis: Distribution



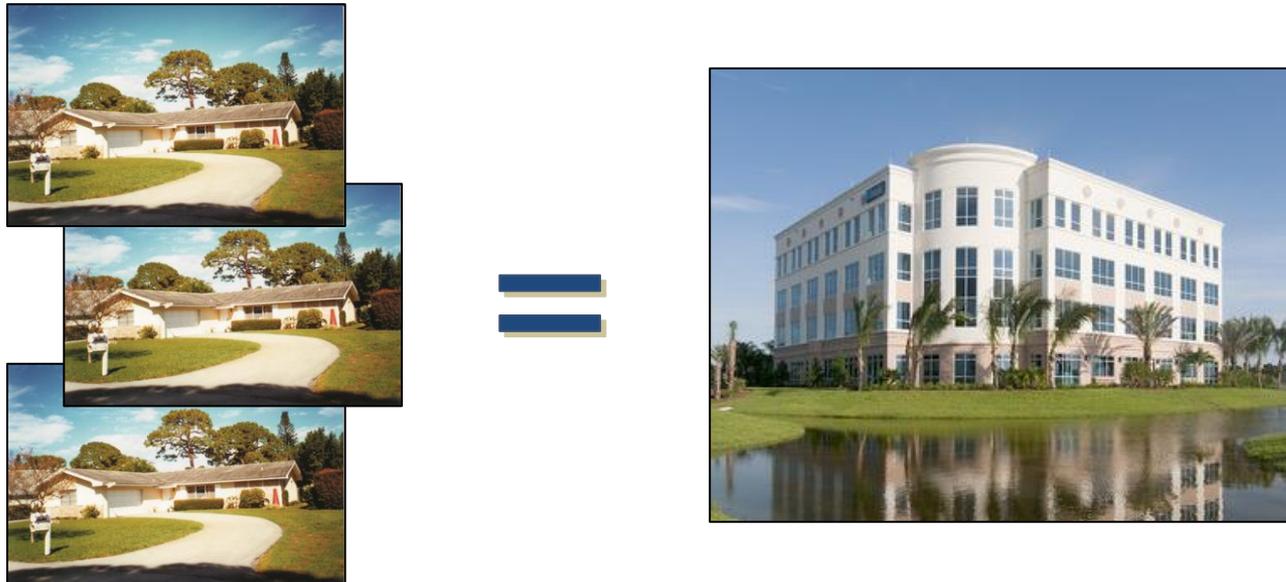
Single Family Residences (SFRs) account for 84% of Village parcels but less than half of its Impervious Area (IA). Over 4,755 “Condo Units”.

- Background and Introduction
- Parcel Analysis and Impervious Area
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Rate Structure Development

- Equivalent Residential Unit (ERU) is the billing unit commonly used to determine the fee customers pay for their share of stormwater services.



Determining the ERU Approach

- Two Methods Examined

- Method 1: Average of SFR IA

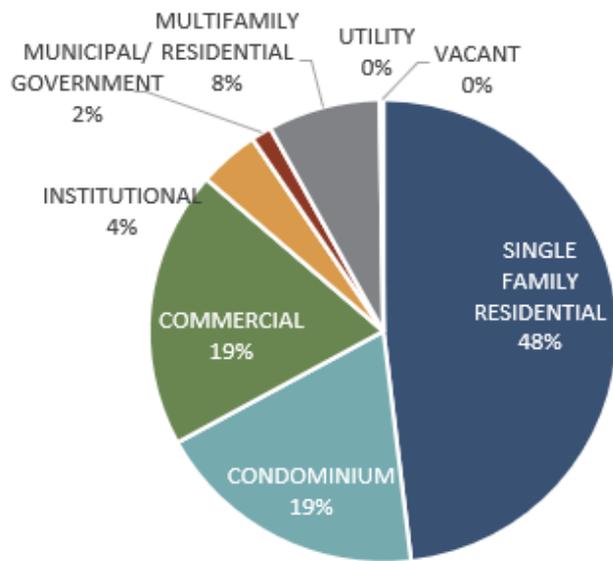
- ERU = 5,500 ft²
- Flat Rate: SFR 1 ERU per month
- Flat Rate: Condos 0.22 ERU per condo
- Variable Rate: All other property classes

- Method 2: Weighted average of SFR IA and average IA per condo unit

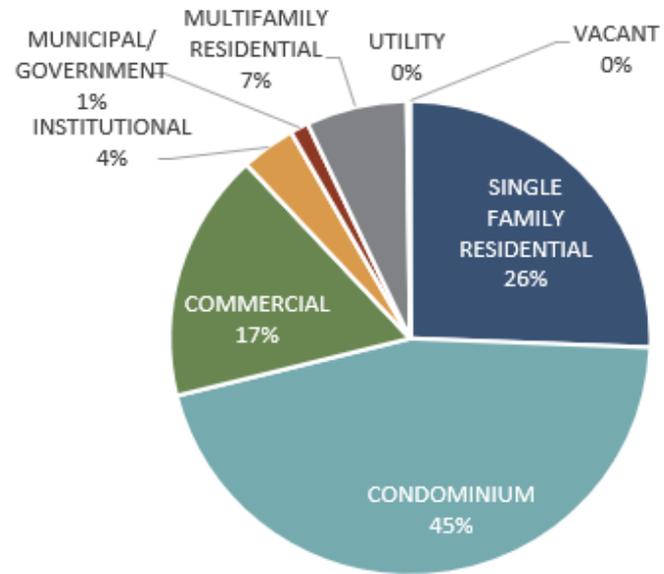
- ERU = 3,389 ft²
- SFR and Condos both billed 1 ERU
- Variable Rate: Same as Method 1



Distribution of ERUs by Property Use



Method 1



Method 2

The fee burden substantially shifts from SFRs to Condos under Method 2. Method 1 better correlates with distribution of IA by Property Use. Note from parcel analysis that Condo parcels make up 19% of Village IA.

Distribution of ERUs by Property Use: Method 1

Property Use Class	Total ERU Count
Single-Family Residential	2,675
Condominium	1,052
Commercial	1,077
Institutional	233
Municipal/Government	79
Multifamily Residential	431
Utility	9
Vacant	5
Total	5,560



- Background and Introduction
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Projected Stormwater Expenditures: Four Level of Service (LOS) Scenarios

Scenario 1

Stormwater Program status quo with asset videoing and cleaning added

Scenario 2

Scenario 1 plus Rehabilitation and Maintenance Program based on FY2019 budget estimate

Scenario 3

Scenario 1 plus Rehabilitation and Maintenance Program based on asset materials and age estimates

Scenario 4

Scenario 3 plus Swale Rehabilitation CIP



Scenario 1: Stormwater Program Status Quo with Asset Videoing and Cleaning Added

Stormwater Attributed Program	FY2021	FY2022	FY2023	FY2024	FY2025
NPDES Permitting	15,000	15,375	15,759	16,153	16,557
Emergency Repairs	87,543	89,732	91,975	94,274	96,631
Engineering and/or Consultant Costs	141,740	150,953	160,765	171,214	182,343
Asset Videoing and Cleaning	114,439	117,300	120,233	123,239	126,320
Revenue Subtotal	358,722	373,360	388,732	404,881	421,851
Uncollected Revenue (4.0% for early payment discount)	14,349	14,934	15,549	16,195	16,874
County Tax Roll Administrative Fee (1.0% of collected revenue)	3,587	3,734	3,887	4,049	4,219
Collected Revenue Subtotal	376,658	392,028	408,168	425,125	442,944
Monthly Stormwater Fee per ERU (Residential billed for 1 ERU)	\$5.65	\$5.88	\$6.12	\$6.37	\$6.64

Note: All scenario fee estimates exclude public (typical) schools.



Scenario 2: Scenario 1 plus Rehabilitation and Maintenance Program

Stormwater Attributed Program	FY2021	FY2022	FY2023	FY2024	FY2025
NPDES Permitting	15,000	15,375	15,759	16,153	16,557
Emergency Repairs	87,543	89,732	51,250	25,625	26,266
Engineering and/or Consultant Costs	141,740	150,953	160,765	171,214	182,343
Asset Videoing and Cleaning	125,000	128,125	131,328	134,611	137,977
Pipe Rehabilitation and Maintenance	175,000	179,375	183,859	188,456	193,167
Revenue Subtotal	544,283	563,559	542,962	536,060	556,310
Uncollected Revenue (4.0% for early payment discount)	21,771	22,542	21,718	21,442	22,252
County Tax Roll Administrative Fee (1.0% of collected revenue)	5,443	5,636	5,430	5,361	5,563
Total Revenue Collected	571,497	591,737	570,110	562,863	584,125
Monthly Stormwater Fee per ERU (Residential billed for 1 ERU)	\$8.57	\$8.87	\$8.55	\$8.44	\$8.76

Note: All scenario fee estimates exclude public (typical) schools.



Scenario 3: Scenario 1 plus Rehabilitation and Maintenance Program Based on Asset Materials and Age Estimates

Stormwater Attributed Program	FY2021	FY2022	FY2023	FY2024	FY2025
NPDES Permitting	15,000	15,375	15,759	16,153	16,557
Emergency Repairs	87,543	89,732	51,250	25,625	26,266
Engineering and/or Consultant Costs	141,740	150,953	160,765	171,214	182,343
Asset Videoing and Cleaning	125,000	128,125	131,328	134,611	137,977
Corrugated Metal Pipe Rehabilitation CIP	37,286	38,218	39,173	40,153	41,156
Reinforced Concrete Pipe Rehabilitation CIP	276,658	283,575	290,664	297,931	305,379
Revenue Subtotal	683,227	705,977	688,940	685,688	709,678
Uncollected Revenue (4.0% for early payment discount)	27,329	28,239	27,558	27,428	28,387
County Tax Roll Administrative Fee (1.0% of collected revenue)	6,832	7,060	6,889	6,857	7,097
Total Revenue Collected	717,388	741,276	723,387	719,972	745,162
Monthly Stormwater Fee per ERU (Residential billed for 1 ERU)	\$10.75	\$11.11	\$10.84	\$10.79	\$11.17

Note: All scenario fee estimates exclude public (typical) schools.



Scenario 4: Scenario 3 plus Swale Rehabilitation

Stormwater Attributed Program	FY2021	FY2022	FY2023	FY2024	FY2025
NPDES Permitting	15,000	15,375	15,759	16,153	16,557
Emergency Repairs	87,543	89,732	51,250	25,625	26,266
Engineering and/or Consultant Costs	141,740	145,283	148,915	152,638	156,454
Asset Videoing and Cleaning	125,000	128,125	131,328	134,611	137,977
Corrugated Metal Pipe Rehabilitation CIP	37,286	38,218	39,173	40,153	41,156
Reinforced Concrete Pipe Rehabilitation CIP	276,658	283,575	290,664	297,931	305,379
Swale Rehabilitation	349,118	357,846	366,793	375,962	385,361
Revenue Subtotal	1,032,345	1,058,154	1,043,883	1,043,074	1,069,151
Uncollected Revenue (4.0% for early payment discount)	41,294	42,326	41,755	41,723	42,766
County Tax Roll Administrative Fee (1.0% of collected revenue)	10,323	10,582	10,439	10,431	10,692
Total Revenue Collected	1,083,963	1,111,062	1,096,077	1,095,227	1,122,608
Monthly Stormwater Fee per ERU (Residential billed for 1 ERU)	\$16.25	\$16.65	\$16.43	\$16.42	\$16.83

Note: All scenario fee estimates exclude public (typical) schools.



Comparison of ERU Rate by LOS Scenario

	FY2021	FY2022	FY2023	FY2024	FY2025
Scenario 1	\$5.65	\$5.88	\$6.12	\$6.37	\$6.64
Scenario 2	\$8.57	\$8.87	\$8.55	\$8.44	\$8.76
Scenario 3	\$10.75	\$11.11	\$10.84	\$10.79	\$11.17
Scenario 4	\$16.25	\$16.65	\$16.43	\$16.42	\$16.83

*excludes adjustments for credits



- Background and Introduction
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Stormwater Utility Credit Programs

- Credit Programs are a common element of Stormwater Utility Fees
 - Over half of regional stormwater utilities offer credits (SeSwA)
 - Promote equity and incentivize parcel owners to reduce stormwater runoff
 - Credit program approaches vary widely
- Participation rates tend to be low, but can impact revenues/rates
 - SeSwA indicates that on average 3 percent of parcels participate in Credit Programs
 - Higher the participation rate the larger the impact



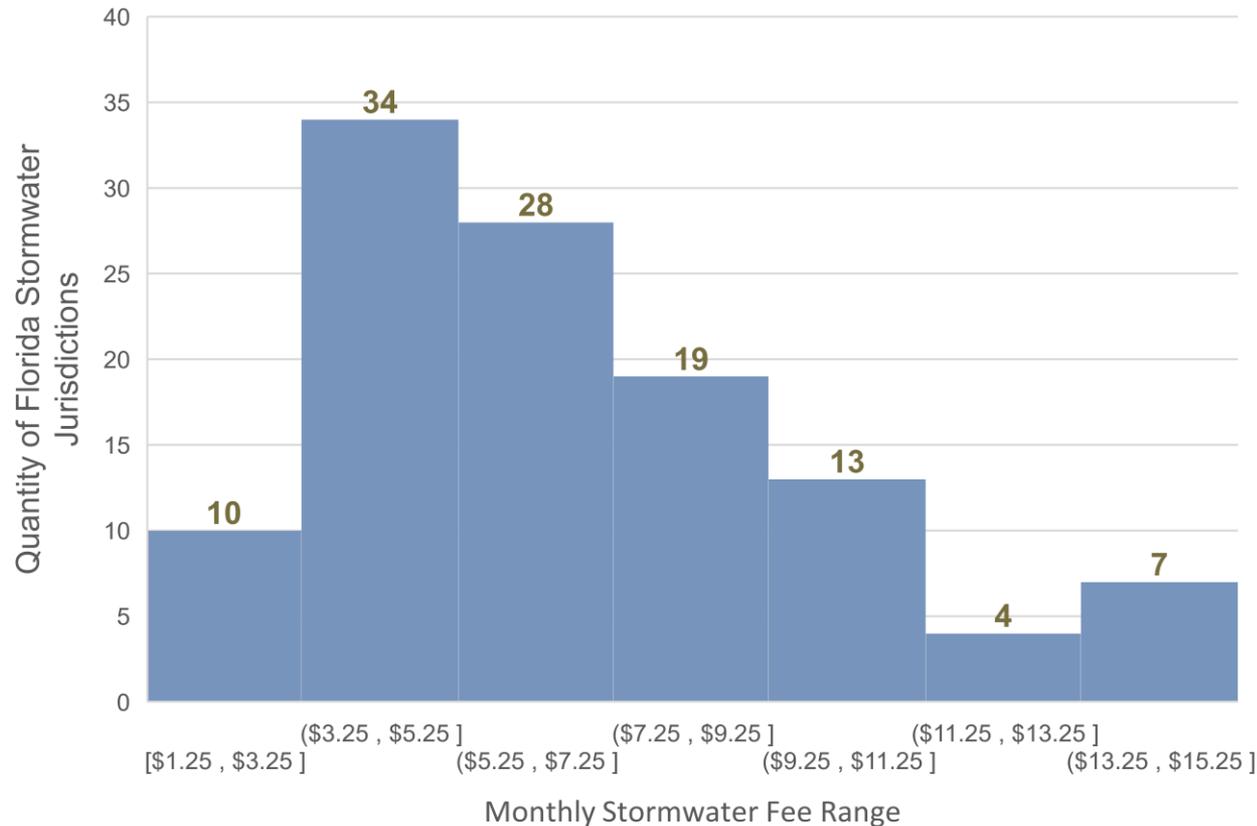
Illustrative Fee Impact of Stormwater Utility Credit Programs

- Considered the impact of three participation rates

Participation Scenario	Description	Projected Monthly ERU Fee FY2021
No Credit Program Offered	No Credits Offered	\$5.65
Low Participation Scenario	3% of all parcels receive credit averaging 50% of fee	\$5.73
Moderate Participation Scenario	3% of SFR parcels and 10% of all other parcels receive credit averaging 50% of fee	\$5.84
High Participation Scenario	3% of SFR parcels and 20% of all other parcels receive credit averaging 50% of fee	\$6.00



Distribution of Monthly Stormwater Fees Among Florida Stormwater Jurisdictions



FY2021

S1: \$5.65

S2: \$8.86

S3: \$11.12

S4: \$16.80

* Includes moderate credit program participation assumption.

Source: Florida Stormwater Association 2018 Stormwater Utility Report



- Background and Introduction
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Alternative Billing Methods

- Three most common options
 - Collect via Utility Bill (Water/Sewer)
 - Seacoast does not currently have authority to collect stormwater fees
 - Collect via Non-ad Valorem Assessment (Tax Bill)
 - Recommended
 - Develop billing in-house
 - Expensive, high level of effort



Utility Billing Through Seacoast Utility Authority

- Collected on monthly water/sewer bill
- Account based billing, IA on parcels with multiple accounts can be challenging
- Collection enforcement via discontinued service
- More flexible for rate/charge changes
- Fee assignment may be less straightforward for some customers
- Would require agreement with Seacoast Utility Authority
- Includes administrative costs to Seacoast



Non-ad Valorem Assessment

- Collected annually on county property tax bill
- Parcel based billing, strong correlation of parcels to billing accounts
- Assessment roll simple to maintain
- High rate of collection
- Can only be updated annually
- Requires compliance with specific statutory process
- Includes administrative costs to County
- Some parcels may be exempt from non-ad valorem assessments



- Background and Introduction
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Village Actions for Implementation

- Select one of the two ERU Methods
 - Recommend Method #1 (ERU from SFR IA)
- Select a Level of Service Scenario
 - Village Staff Preference is Scenario #2
- Select Stormwater Credit Participation Rate Assumption
 - Recommend “Moderate”
- Select Preferred Billing Option
 - Recommend non-ad valorem assessment (tax bill)



Estimated Average Fees and Revenue Contribution by Property Use for FY2021

- Final breakdown of estimated revenues using
 - ERU Method #1
 - Level of Service Scenario #2
 - Assuming Moderate credit program participation

Property Use	Parcel Count	Average Monthly Fee	Annual Total Revenue	Percent of Total Revenue
Single-Family Residential	2,675	\$8.86**	\$284,406	48%
Condominium (units)	4,775*	\$1.95**	\$111,849	19%
Multifamily Residential	141	\$27.08	\$ 45,824	8%
Commercial	158	\$60.39	\$114,507	19%
Other Nonresidential	89	\$32.45	\$ 34,660	6%
Total	3,161	N/A	\$591,246	100%

*4,755 condo residential units on 98 parcels.

** Fixed monthly rate.



The Way Forward: Utility Development

- Detailed Study Phase is complete
 - ERU Methodology
 - Rate Structure
- Next: Implementation Phase
 - Resolution(s) and Ordinance
 - Development of Billing Roll





QUESTIONS?





Village of North Palm Beach Stormwater Utility Study

Final Report

June 16, 2020

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List of Acronyms

Abbreviation	Definition
B&V	Black and Veatch
BMP	Best Management Practice
CCTV	Closed Circuit Television
CIP	Capital Improvement Plan
CMP	Corrugated Metal Pipe
DOR	Department of Revenue
ERU	Equivalent Residential Unit
ES	Executive Summary
FDOT	Florida Department of Transportation
FL	Florida
FY	Fiscal Year
GIS	Geographic Information System
IA	Impervious Area
PWD	Public Works Department
RCP	Reinforced Concrete Pipe
ROW	Right of Way
SeSwA	Southeast Stormwater Association
SF	Single-Family
SFR	Single-Family Residential

Executive Summary

This Study (“SW Fee Study”) builds on the February 2019 conceptual Village of North Palm Beach Stormwater Management Study (“2019 Study”) prepared for the Village of North Palm Beach’s (“Village”) Department of Public Works. The main objective of this SW Fee Study is to develop a stormwater utility fee that would sustainably fund the Village’s stormwater management program. The stormwater utility fee would rationalize budgeting and link individual Village parcels with the demand they place on the stormwater management system based on their impervious area coverage, which is assumed proportionate to the amount of stormwater runoff they contribute to the treatment system.

Data from the Village and Palm Beach County were analyzed and used to estimate impervious area coverage by property use class including single-family residences, multifamily residences, condominiums, commercial and industrial enterprises, government, and institutional facilities. With few exceptions, land parcels other than public schools and right of ways would be subject to the proposed stormwater utility fee. **Table ES-1** shows the distribution of the Village land parcels by property use classification.

Table ES-1: North Palm Beach Service Area Parcel Categories

Category	Parcels		Area (acres)	
	Total	Percentage	Total	Percentage
Commercial/Industrial	158	5.0%	329	18%
Institutional	12	0.4%	67	4%
All Residential	2,914	91.8%	1,009	54%
Right of Way/Exempt	12	0.4%	10	1%
Vacant	48	1.5%	51	3%
Utility	2	0.1%	2	0.06%
Municipal/Government	27	0.9%	398	21%
Grand Total	3,173	100.0%	1,867	100.0%

The Equivalent Residential Unit or ERU is the base unit in stormwater billing. An ERU is commonly defined as the average Impervious Area (IA) per parcel of one or more residential billing classes. Fees can be flat or variable, with flat fees traditionally assigned to property classes with relatively homogenous property use (e.g., single-family residences, condos) and variable fees assigned to classes with more property development variability (commercial, institutional). The SW Fee Study tested two Methods for developing the ERU:

- Method 1: ERU is based on the average IA for a statistically significant sample of single-family residential (SFR) parcels. A flat rate of 1 ERU is assigned to SFR parcels, and condos are billed 0.22 ERUs based on the ratio (22%) of the average condominium unit IA to the average SFR IA.
- Method 2: ERU is based on the weighted average of SFR IA and average condominium unit IA. SFR and condos are both billed 1 ERU per dwelling unit. All other fee eligible properties would be billed a specifically derived charge based on their measured IA divided by the ERU.

Method 1 yields an ERU of 5,550 square feet, while the Method 2 ERU is 3,389 square feet. Under Method 1, a condominium unit would be assessed a fee based of 0.22 ERUs; under Method 2, a condominium unit would be assigned 1 ERU, the same as an SFR parcel. Method 1 is recommended because it allocates ERU’s to the different property use classes more closely in proportion to IA distribution in the Village. The distribution of ERUs under Method 1 is shown in **Table ES-2**.

Table ES-2: ERU Counts by Property Use

Property Use Class	Total ERU Count
Single-Family Residential	2,675
Condominium	1,052
Commercial	1,077
Institutional	233
Municipal/Government	79
Multifamily Residential	431
Utility	9
Vacant	5
Total	5,560

Annual stormwater management costs were then projected for the period FY2021-FY2025. The 2019 Study cost estimates were updated for four Level of Service Scenarios with increasing CIP requirements. The scenarios range from a slightly enhanced status quo (Scenario 1) to a more comprehensive and significantly enhanced Level of Service under Scenario 4. Annualized costs are estimated to range from approximately \$380,000 to over \$1 million. The Village's preference is to proceed with Scenario 2, which offers a slightly more robust infrastructure maintenance and rehabilitation program than the status quo. We recommend that it be implemented at least for the first year to give the Village residents and businesses time to adjust to the new stormwater fee while still progressing towards stormwater management and water quality objectives.

The baseline monthly stormwater utility fee under the Scenario 2 Level of Service would be \$8.57 per ERU. The SW Fee Study assumes that the stormwater fee would be billed as a non-ad valorem assessment through each parcel’s property tax bill. The projected fee includes 4 percent early payment discount and 1 percent administrative charge imposed by the county for use of the property tax bill.

Finally, the SW Fee Study recommends that the Village include a credit program to improve equity and incentivize parcel owners to install best management practices to reduce stormwater runoff volume and/or peak discharge rate, thus reducing demand on the system. Because credit programs result in fewer ERUs to which costs can be allocated, they necessarily raise the per monthly fee on remaining ERUs. Mitigating the likely impact is that participation rates in credit programs are very low, averaging only about 3 percent of total stormwater utility accounts in the Southeast United States according to the Southeast Stormwater Association 2019 Survey. For the purposes of the SW Fee Study, three different credit program participation rates were evaluated to estimate the impact on the ERU fee. The mid-level of the three participation scenarios would increase the monthly fee per ERU from \$8.57 to \$8.86, about a 3.4 percent increase. The cost burden shift across the different property use classes would be negligible, and any enterprise fund surplus would be considered in establishing future year budgets and rates.

1. Introduction and Background

During the past two years, Hazen and Sawyer (Hazen) has been assisting the Public Works Department (PWD) of the Village of North Palm Beach (Village), Florida to develop a more financially sustainable stormwater management program. In February 2019, Hazen prepared a conceptual study that evaluated the feasibility of establishing a utility fee to fund the Village's ongoing stormwater management program¹. The 2019 Study encompassed:

- Obtaining from the Village an inventory of the Village's stormwater management assets;
- Reviewing regulatory compliance requirements;
- Estimating costs, revenues and funding requirements;
- Preparing a 5-Year financial forecast, and
- Investigating alternative rate structures.

A stormwater utility fee would not only provide dedicated funding for stormwater infrastructure operations and maintenance but would also fund the treatment of stormwater runoff in accordance with water quality requirements for runoff entering natural water bodies. Stormwater charges are typically based on the characteristics of parcels, including the dimensions of impervious area (IA). IA is the portion of a parcel which has been altered by development or compaction, through which rainwater cannot percolate into the ground, thus entering the stormwater management system as runoff. As such, IA is an indicator of the amount of runoff that a property passes into the Village's stormwater management system. Based on the 2019 Study results, the Public Works Department (PWD) tasked Hazen to conduct a SW Fee Study to develop a stormwater utility fee that would generate annual revenues sufficient to fund the stormwater program.

A stormwater management program funded from a dedicated revenue stream derived from a utility fee confers a multitude of advantages over the current method under which the stormwater program is funded through an annual appropriation from the Village's operating budget. Each budget year the stormwater program must compete against other Village programs to obtain its annual funding. As such, stormwater program funding is also vulnerable to fluctuations in the local economy.

The current budgeting mechanism creates uncertainty in the level and continuity of funding and hinders effective long-term stormwater management planning. Furthermore, because the funds are derived from general revenues, there is no linkage between what individual households and businesses pay for stormwater management and the demands they place on the system.

In contrast, a stormwater utility fee is designed to link each parcel of land with the volume of stormwater runoff it generates. According to the Southeast Stormwater Association (SeSwA) 2019 Southeast Stormwater Utility Report, 86 percent of stormwater utilities use IA as the general basis for allocating stormwater management costs across their customers. Under a well-designed stormwater utility fee, each

¹ Hazen and Sawyer, Village of North Palm Beach Stormwater Management Study. February 20, 2019

stormwater customer pays its fair share of the program's capital, operating and maintenance costs based on the parcel's proportion of the total impervious area served by the system. Finally, because a stormwater utility fee is based on the annualized cost of the program, equitably allocated across the program users, the revenues it generates will be reliable and predictable and allow for long-term planning for a sustainable program. It is for these reasons that the Village is seeking to implement a stormwater utility fee that will meet its funding needs and better rationalize its budgeting process. The remainder of this document describes the methods used to develop the unit fee for the stormwater utility, the financial impacts of alternative utility fee calculations, financial impacts of incorporating a credit program, billing alternatives, and conclusions and recommendations. The SW Fee Study is structured to provide the reader with a detailed understanding of all the cost elements that comprise the recommended fee and how those costs would be equitably allocated across the different property use classes.

2. Estimate of Village of North Palm Beach Total Impervious Area and Distribution by Property Use

For the 2019 Study, Hazen conducted a preliminary analysis of the Village's land use patterns to determine the number of parcels by property use and their contribution to Village's total impervious area (IA). The following summarizes the methods used and the resulting calculations with some data updates and refinements made since the submission of the 2019 Study.

Electronic files containing property appraiser parcel data were downloaded from the online Palm Beach County Enterprise GIS Data Catalog and included the following elements:

- GIS Parcel Shapefile
- Property Data Database File
- Condo Data Database File
- Instructions for joining the Property Data and Condo Data Database files to the GIS Parcel Shapefile.
- Existing Land Use GIS shapefile for matching parcels records to Palm Beach County general land use categories

High resolution orthoimagery of the Village stormwater service area, for the purposes of manually measuring IA, was also requested from Palm Beach County Information Systems Services. The Parcel Shapefile was brought into GIS and mapped over the Palm Beach County orthoimagery.

Figure 2-1 shows an example of the GIS parcel shapefile over the orthoimagery. The parcel shapefile was joined with the Property Data file which included detailed property use descriptions. Single-family residential parcels are indicated by blue outline, multifamily parcels are outlined in green while multifamily parcels with more than ten units are outlined in purple, condo in turquoise and all other parcels are outlined in black.



Figure 2-1: Example of Palm Beach County Parcel Polygon Shapefile Data

2.1 Village of North Palm Beach Land Use by Property Use

The development of a stormwater utility billing system requires the classification of each parcel by land use. Because the Palm Beach County parcel dataset did not include the Florida Department of Revenue (DOR) property use codes typically employed for this purpose, an existing land use field was used instead. Assigned land use categories were aggregated into general use categories that included residential, commercial, industrial, institutional, and governmental groupings.

Table 2-1 shows how the property use classifications in the Parcel Data File were assigned to each corresponding general use category with the purpose of grouping for billing.

Table 2-1: Property Use Category from Village of North Palm Beach Parcel Data File matched to General DOR Land Use Code²

General Land Use Grouping	County Property Use Category
Residential	SINGLE-FAMILY
	SINGLE-FAMILY-IND ZONE
	TOWNHOUSE
	CONDO
	MULTIFAMILY
	MULTIFAMILY < 10 UNITS
Commercial/Industrial	AUTO SALES
	DEPARTMENT STORE
	FINANCIAL
	GOLF COURSE
	INSURANCE
	MORT/CEMETERY
	MOTEL
	NIGHT CLUBS
	OFFICE MULTISTORY
	OFFICE ONE STORY
	PKG LT / MH PK
	PROF OFFICES
	RESTAURANT
	RESTAURANT, DRIVE IN
	SANI/ REST HOME
	SERVICE STATION
	SHOPPING CENTER CMMI
	STORE/OFFICE/RESIDEN
	STORES
	SUPERMARKET/DRUG STO
	WORKING WATERFRONT
RESIDENTIAL COMMON AREA	
WAREH/DIST TERM	
Institutional	PRV SCHL/COLL
	RELIGIOUS
Municipal/Government	FOREST/PK/REC
	MUNICIPAL
	OUTDR REC/PARK LAND
	PUB CTY SCHOOL (excluded)
	STATE

General Land Use Grouping	County Property Use Category
Utility	UTILITY
Vacant	RIVER/LAKES
	SEWG/WASTE LAND
	SINGLE-FAMILY-IND ZO
	VACANT
	VACANT INDUSTRIAL
Water/Right of Way	CENTRALL ASSESSED
	R/W - BUFFER

² As described in the 2018 Production Guide and Data Record Layout for the Comma Delimited File Format by the Florida Department of Revenue Property Tax Oversight, available online: <http://floridarevenue.com/property/Documents/2018prodguide.pdf>

In 2017 the 15th Circuit Court ruled in the case of School Board of Palm Beach County v. City of West Palm Beach that public schools were to be exempt from stormwater fees. Therefore, public school parcels have been excluded from the stormwater fee calculations in this report. There is one such public school parcel in the Village, *The Conservatory School at North Palm Beach*. Depending on the billing method selected to implement the fee (Section 8), the Village may not be able to collect from government owned parcels. All aggregations of acreage used in the estimation of the Village’s potential stormwater revenue collection, including governmental categories exclude the school’s approximately 10-acre parcel.

The Generalized DOR land use codes were then used to summarize the major service area parcel categories in the Village as shown in **Table 2-2**:

Table 2-2: Major Service Area Parcel Categories

Category	Parcels		Area (acres)	
	Total	Percentage	Total	Percentage
Commercial/Industrial	158	5.0%	329	18%
Institutional	12	0.4%	67	4%
All Residential	2,914	91.8%	1,009	54%
Right of Way/Exempt	12	0.4%	10	1%
Vacant	48	1.5%	51	3%
Utility	2	0.1%	2	0.06%
Municipal/Government	27	0.9%	398	21%
Grand Total	3,173	100.0%	1,867	100.0%

Table 2-2 shows that while the vast majority of parcels within the Village are residential, they comprise a little more than half of the total land area. Note that while the Village has an area of 5.8 square miles, 2.2 square miles of that is water, and a little over a half of a square mile of that (0.55) is water or parcels for transportation rights-of-way which are exempt from stormwater fees.

2.2 Estimation of Impervious Area by Property Use

The next step of the analysis was to estimate the distribution of IA by property use and then calculate the IA to be assigned to each parcel. For multifamily residential and condominium land parcels, the IA was measured for the entire parcel and not for individual units. However, for condominiums, an average per unit ratio was estimated based on the total units across all condominium parcels. For Single-Family Residential (SFR) parcels, a statistically significant random sample of approximately 5 percent of Village SFR properties were used to estimate an average square footage of IA per parcel. That average was then applied to all SFR properties within the Village. For all other nonresidential land parcels, including commercial/industrial, institutional, municipal/ government, and utilities, the IA square footage was measured for each parcel due to the variability of land development within each respective property class. Accordingly, these parcels would be charged based on their actual measured individual land cover characteristics rather than the average IA coverage for their property use classification.

Table 2-3 presents the estimates of the Village’s impervious area for SFR and Condominiums. On average, SFR parcels contain 5,550 ft² of IA while the IA associated with each condominium unit averages only about 1,227 ft². The average IA for multifamily units is not included in the estimate because multifamily residential unit counts per parcel were not available. For purposes of estimating a stormwater utility fee, the multifamily parcels are treated the same as a commercial parcel with one fee charged for the entire property.

Table 2-3: Average Impervious Area and Unit Count for SFR and Condominium Parcels

Metric	Value	Units
SFR Average IA	5,550	ft ²
Condominium Average IA	1,227	ft ²
SFR/Condominium Weighted Average IA	3,389	ft ²
Condominium Unit Count	4,755	units
SFR Unit Count	2,675	units
Average Condominium IA/Average SFR IA	22	percent

Table 2-4 shows the relative contribution of each property use class to the total IA of the Village. The SFR parcels account for 340.8 acres of IA or about 48 percent of the total Village IA. Commercial and condominium parcels account for 137.2 acres and 134 acres, respectively. Parcels with multifamily residences and institutional buildings together contain another 85 acres of IA.

Table 2-4: Total Impervious Area by Land and Property Use Classification

Land Use	Property Use	Acres
Residential	Single-Family Residential	340.8
	Condominium	134.0
	Multifamily Residential	54.9
Nonresidential	Commercial	137.2
	Institutional	29.6
	Municipal/Government	10.0
	Utility	1.2
	Vacant	0.6
	Water/ROW	N/A
Total		708.3

Figures 2-2 and **2-3** put these values into perspective by showing that although SFR parcels account for 84 percent of the total number of parcels in the Village, they account for just 48 percent of the IA.³ Condominium complexes and their common areas comprise just 3 percent of the parcels but contain 19 percent of the IA. Commercial parcels also tend to be larger and typically have more IA. As shown in the figures below, although only 5 percent of the parcels are classified as commercial, they contain 19 percent of the IA.

³ Single-Family parcels were assumed to have 5,550 square feet of impervious area each for the purposes of this estimate.

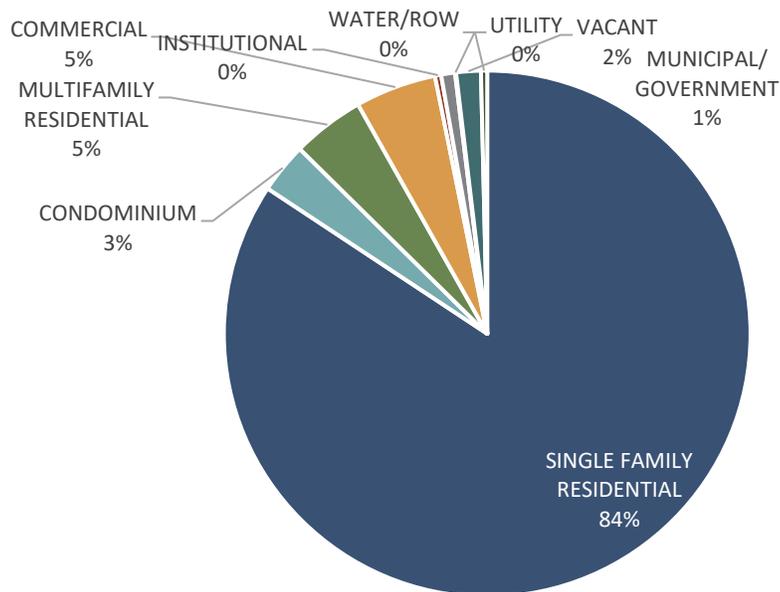


Figure 2-2: North Palm Beach Parcel Distribution by General Property Use Class

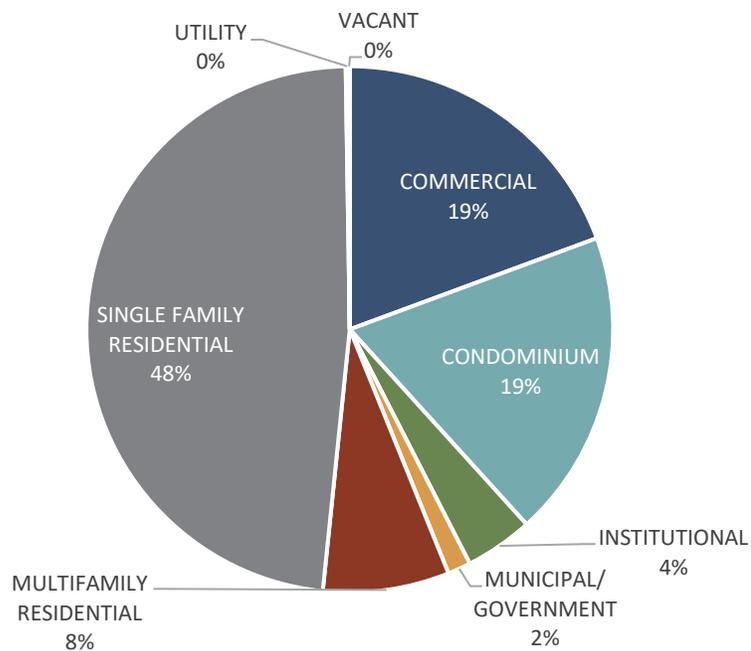


Figure 2-3: North Palm Beach Impervious Area Distribution by General Property Use Class

3. Methods to Calculate Equivalent Residential Unit and Resulting Distribution by Property Type and Use

An Equivalent Residential Unit or ERU is the billing unit commonly used by stormwater utilities to determine the fee customers pay for their share of stormwater services. Stormwater services include both infrastructure operations and maintenance as well as water quality treatment for runoff discharged to surrounding natural bodies of water. An ERU typically represents the average impervious area associated with one or more residential use classes. Once defined, the ERU is applied to service area parcels to determine either a flat fee (in the case of SFR and condominium parcels) or a variable fee (for nonresidential parcels) when impervious area is measured individually for each parcel.

The most recent (2018, published biennially) Florida Stormwater Association Survey⁴ notes that 56 percent of surveyed stormwater utilities base their ERU on SFR parcels only, while 35 percent base it on all residential property types. Depending on the distribution of single and multifamily dwelling units within a given municipality, one method may be preferable to the other. In the case of the Village of North Palm Beach, the number of condominium dwelling units outnumbers single-family residential parcels by nearly 2-to-1.

For purposes of this study, an ERU was calculated employing two methods:

1. Method 1: An ERU equals the average IA of SFR parcels
2. Method 2: An ERU equals the weighted average of IA of SFRs and condominiums

The ERU calculated for all nonresidential parcels is the ratio of each parcel's IA to the ERU basis established by the two methods, respectively. Method 1 results in an ERU of 5,550 square feet, and Method 2 results in an ERU of 3,389 square feet.

⁴ Florida Stormwater Association 2018 Stormwater Utility Survey, p. 17

Table 3-1 shows the distribution of ERUs by property use class for the Village of North Palm Beach under the two ERU calculation methods. Under Method 2, the total number of ERUs is significantly larger because the ERU is based on a smaller IA square footage. As a result, nonresidential properties would be assigned larger ERU values than under Method 1. Condominium units, despite being associated with a much smaller IA footprint than SFR parcels, would be assigned the same ERU value. Specifically, under Method 2, a total of 4,755 ERUs are allocated to the 98 parcels containing the 4,755 condominium units, whereas under Method 1, those same condominium units are assigned only 1,052 ERUs. As will be shown in **Section 5**, the reallocation of ERUs would also impact the cost burden of the Stormwater Program borne by the property use classes.

Table 3-1: ERU Allocations Under Alternative Methods

Property Use Class	Total Ft ² of IA	Method 1		Method 2	
		Total ERU Count	ERU Method	ERU Count	ERU Method
Single-Family Residential	14,846,250	2,675	1.0 ERU	2,675	1.0 ERU
Condominium	5,836,639	1,052	0.22 ERU ¹	4,755	1.0 ERU
Commercial	5,975,907	1,077	Measured IA divided by average SF IA	1,763	Measured IA divided by weighted average SF/Condo IA
Institutional	1,291,124	233		381	
Municipal/Government	437,258	79		129	
Multifamily Residential	2,392,204	431		706	
Utility	50,570	9		15	
Vacant	25,638	5		8	
Total	30,855,590	5,560		10,432	

¹ Condominium Average IA/SFR Average IA; See Table 2-4

4. Projected Stormwater Expenditures Under Alternative Investment Scenarios

For the past decade, the Village has been making repairs as stormwater infrastructure fails and financing water quality treatment through the general fund. Most Village stormwater issues appear to be condition based rather than capacity based. The following scenarios were developed for key anticipated costs. Each scenario considers an assumed rate of inflation of 2.5 percent, based on the average inflation in the United States through the first two months of 2020.

For purposes of estimating the annual total revenue requirements to pay for the stormwater management program, this SW Fee Study assumes that the stormwater fee would be billed through the annual property tax bill (See Section 8 on alternative billing options). Accordingly, the financial forecast includes a 4.0 percent uncollected revenue premium, accounting for the 4 percent Palm Beach County early payment discount given for non-ad valorem assessment payments.⁵ Estimates also include the Palm Beach County administrative fee of 1.0 percent of revenue collected for all non-ad valorem assessments. The fee is also calculated without the adjustment as a gauge of how much the Village could spend using an alternative billing mechanism (e.g. third-party billing using an entity such as Seacoast) without increasing the fee beyond that estimated using the property tax bill.

- Scenario 1: Status Quo with Asset Videoing and Cleaning –
 - Repairs made as infrastructure fails, resulting in an estimated cost of \$87,543 per year.⁶
 - Asset videoing and cleaning estimated at (\$114,439) is implemented⁷.
- Scenario 2: Scenario 1 Plus Additional Conveyance Rehabilitation and Maintenance Program
 - In addition to Scenario 1, as well as rehabilitation and maintenance for the rest of the Village's stormwater assets.
 - Asset videoing and cleaning estimated at \$125,000.
 - Pipe maintenance and rehabilitation estimated at an annual cost of \$175,000.
- Scenario 3: Conveyance Rehabilitation and Maintenance Program Estimated Based on Asset Materials and Age
 - In addition to Scenario 2, line 100 percent of corrugated metal pipe (CMP) linear footage over the next five years at an estimated cost of approximately \$37,300 (\$98 per linear foot) with the following assumption:

⁵ While the Village has not yet selected a method of collection, these discounts are used in the example to provide a conservative cost per ERU estimate.

⁶ Cost of repairs approved by the Village Council for FY 2020, obtained from the Village.

⁷ All dollar values converted to 2019 dollars utilizing the Bureau of Labor Statistics published Consumer Price Index tables available online here: https://data.bls.gov/timeseries/cuur0000sa0?series_id=cwur0000sa0

- CMP systems are “minor facilities” according to FDOT⁸ with a Design Service Life (DSL) standard of 50 years. The largest proportion (86%) of corrugated metal pipe in the Village’s system, as estimated in the preliminary study, is at least 50 years old.
- Line 50 percent of reinforced concrete pipe (RCP) built before 1968 over the next 10 years at an estimated cost of approximately \$278,000 (\$165 per linear foot) with the following assumption:
 - Half of RCP systems are “minor facilities” with an FDOT DSL standard of 50 years and the other half are “major facilities”⁹ with an FDOT DSL standard of 100 years.
- Scenario 4: Scenario 3 Plus Swale Rehabilitation CIP
 - In addition to Scenario 3, a swale rehabilitation program cost was developed using cost estimates obtained for a similar program with the following details:
 - Rehabilitate 5 percent of the swale linear footage per year for the next twenty years, at an estimated annualized cost of \$349,000 or about \$32 per linear foot.
 - Note: This estimate is in line with the range of approximately \$9 to \$55 per linear foot noted by the Florida Department of Transportation (FDOT).¹⁰

These cost data were combined with the ERU allocations developed in **Section 3** to calculate the required monthly stormwater fee billing rate for each of the above scenarios. As the Village learns more about the needs of its system through the implementation of CCTV inspections, scenarios may be updated to more precisely budget for those needs. The asset videoing and cleaning, and maintenance and rehabilitation funding pools will be used as a common pool depending on the magnitude of their respective needs in any given year.

Table 4-1 through **Table 4-4**¹¹ show the resulting estimated stormwater management costs and billing rates needed to cover each scenario’s cost for FY2021 through FY2025. Each scenario includes a line item for revenue requirements and monthly estimated stormwater fee per ERU both with and without Palm Beach County property tax roll administrative fees and potential early payment discounts to show the magnitude of variance.¹² For example, the FY2021 Scenario 1 Level of Service charge per ERU would be at least \$5.65, assuming Seacoast administrative fees are not less than the fees associated with

⁸ “A minor facility is permanent construction such as minor collectors, local streets and highways, and driveways, provided culvert cover is less than 10 feet. Additionally, this category may be called for at the discretion of the District Drainage Engineer where pipe replacement is expected within 50 years or where future replacement of the pipe is not expected to impact traffic or require extraordinary measures such as sheet piling.” FDOT DDG, January 2019, p 517

⁹ “A major facility is any permanent construction of urban and suburban typical sections and limited-access facilities. Urban facilities include any typical section with a fixed roadside traffic barrier, such as curb or barrier wall. Additionally, rural typical sections with greater than 1,600 annual average daily traffic (AADT) are included in this category.” FDOT DDG, January 2019, p 517

¹⁰ Florida Department of Transportation Best Practices for Stormwater Runoff Designer and Review Manual FDOT, April 2015. p. 44 Converted to 2020\$. Available online: <http://www.fdot.gov/maintenance/RDW/BestMaintPracticesSWRunoff.pdf>

¹¹ Note: Calculations in Tables 4-1 through 4-4 account for an assumed annual interest rate of 2.5%.

¹² Taxes paid prior to due date are given a 4% discount. With an added 1% administrative fee for processing tax bills, the net discount is 3%. The calculations assume all parcels would receive the discount.

implementing a non-ad valorem tax assessment. Under Scenario 2, the monthly charge per ERU for FY2021 would be \$8.57. We note that because the billing method has not yet been selected, the raw stormwater fee is presented to show the baseline charge upon which any administrative/billing fees would need to be added to cover the full cost of the program.

Table 4-1: Scenario 1 – Status Quo Stormwater Plan with Asset Videoing and Cleaning

Stormwater Program	FY2021	FY2022	FY2023	FY2024	FY2025
NPDES Permitting	15,000	15,375	15,759	16,153	16,557
Emergency Repairs	87,543	89,732	91,975	94,274	96,631
Engineering and/or Consultant Costs	141,740	150,953	160,765	171,214	182,343
Asset Videoing and Cleaning	114,439	117,300	120,233	123,239	126,320
Required Revenue Subtotal	358,722	373,360	388,732	404,881	421,851
Uncollected Revenue (4.0% for early payment discount)	14,349	14,934	15,549	16,195	16,874
County Tax Roll Administrative Fee (1.0% of collected revenue)	3,587	3,734	3,887	4,049	4,219
Required Revenue After Discount & Admin Fee	376,658	392,028	408,168	425,125	442,944
Monthly Stormwater Fee per ERU (Residential billed for 1 ERU)	\$5.65	\$5.88	\$6.12	\$6.37	\$6.64
Raw SW Fee WITHOUT discounts/administrative fees	\$5.38	\$5.60	\$5.83	\$6.07	\$6.32

Table 4-2: Scenario 2 – Scenario 1 Plus Pipe Rehabilitation and Maintenance Program

Stormwater Program	FY2021	FY2022	FY2023	FY2024	FY2025
NPDES Permitting	15,000	15,375	15,759	16,153	16,557
Emergency Repairs	87,543	89,732	51,250	25,625	26,266
Engineering and/or Consultant Costs	141,740	150,953	160,765	171,214	182,343
Asset Videoing and Cleaning	125,000	128,125	131,328	134,611	137,977
Pipe Rehabilitation and Maintenance	175,000	179,375	183,859	188,456	193,167
Revenue Subtotal	544,283	563,559	542,962	536,060	556,310
Uncollected Revenue (4.0% for early payment discount)	21,771	22,542	21,718	21,442	22,252
County Tax Roll Administrative Fee (1.0% of collected revenue)	5,443	5,636	5,430	5,361	5,563
Required Revenue After Discount & Admin Fee	571,497	591,737	570,110	562,863	584,125
Monthly Stormwater Fee per ERU (Residential billed for 1 ERU)	\$8.57	\$8.87	\$8.55	\$8.44	\$8.76
Monthly SW Fee WITHOUT discounts/administrative fees	\$8.16	\$8.45	\$8.14	\$8.04	\$8.34

Table 4-3: Scenario 3 – Pipe Rehabilitation and Maintenance Program Estimated Based on Asset Materials and Age

Stormwater Program	FY2021	FY2022	FY2023	FY2024	FY2025
NPDES Permitting	15,000	15,375	15,759	16,153	16,557
Emergency Repairs	87,543	89,732	51,250	25,625	26,266
Engineering and/or Consultant Costs	141,740	150,953	160,765	171,214	182,343
Asset Videoing and Cleaning	125,000	128,125	131,328	134,611	137,977
Corrugated Metal Pipe Rehabilitation CIP	37,286	38,218	39,173	40,153	41,156
Reinforced Concrete Pipe Rehabilitation CIP	276,658	283,575	290,664	297,931	305,379
Revenue Subtotal	683,227	705,977	688,940	685,688	709,678
Uncollected Revenue (4.0% for early payment discount)	27,329	28,239	27,558	27,428	28,387
County Tax Roll Administrative Fee (1.0% of collected revenue)	6,832	7,060	6,889	6,857	7,097
Required Revenue After Discount & Admin Fee	717,388	741,276	723,387	719,972	745,162
Monthly Stormwater Fee per ERU (Residential billed for 1 ERU)	\$10.75	\$11.11	\$10.84	\$10.79	\$11.17
Monthly SW Fee WITHOUT discounts/administrative fees	\$10.24	\$10.58	\$10.33	\$10.28	\$10.64

Table 4-4: Scenario 4: Scenario 3 Plus Swale Rehabilitation CIP

Stormwater Program	FY2021	FY2022	FY2023	FY2024	FY2025
NPDES Permitting	15,000	15,375	15,759	16,153	16,557
Emergency Repairs	87,543	89,732	51,250	25,625	26,266
Engineering and/or Consultant Costs	141,740	145,283	148,915	152,638	156,454
Asset Videoing and Cleaning	125,000	128,125	131,328	134,611	137,977
Corrugated Metal Pipe Rehabilitation CIP	37,286	38,218	39,173	40,153	41,156
Reinforced Concrete Pipe Rehabilitation CIP	276,658	283,575	290,664	297,931	305,379
Swale Rehabilitation	349,118	357,846	366,793	375,962	385,361
Revenue Subtotal	1,032,345	1,058,154	1,043,883	1,043,074	1,069,151
Uncollected Revenue (4.0% for early payment discount)	41,294	42,326	41,755	41,723	42,766
County Tax Roll Administrative Fee (1.0% of collected revenue)	10,323	10,582	10,439	10,431	10,692
Required Revenue After Discount & Admin Fee	1,083,963	1,111,062	1,096,077	1,095,227	1,122,608
Monthly Stormwater Fee per ERU (Residential billed for 1 ERU)	\$16.25	\$16.65	\$16.43	\$16.42	\$16.83
Monthly SW Fee WITHOUT discounts/administrative fees	\$15.47	\$15.86	\$15.65	\$15.63	\$16.03

5. Estimated Stormwater Fee per ERU and Distribution of Costs by Property Use Under Alternative ERU Calculation Methods

Stormwater management costs are allocated based on the method used to establish the ERU definition and the how the resulting ERUs are distributed across the property use classes. For the purposes of this study the two methods described in **Section 3** were evaluated to assess the impact on the financial burden borne by each property use category or customer class.

Method 1, which was used to calculate the monthly per ERU charges in **Tables 4-1** through **4-4**, uses the average SFR IA as the ERU. SFR parcels are assigned a uniform ERU value and fee regardless of individual parcel size or impervious area. All other property use classes are assigned an ERU value based on the ratio of their actual IA compared to the average SFR IA.

Applying a uniform rate to property use classes with relatively invariable property development and that comprise large proportion of land parcels simplifies the program and reduces administrative costs, although it could present an equity issue in jurisdictions where there are significant differences in parcel sizes and impervious area ratios.

As detailed in Section 3, Method 2 calculates the ERU based on the weighted average of IA for SFRs and condominium units. Under this approach, a single ERU is based on an IA of 3,389 square feet instead of 5,550 square feet. The number of ERUs allotted to SFRs would be unchanged because each SFR parcel would still be assigned 1 ERU. ERUs assigned to condominiums and other property use parcels would necessarily increase because a single ERU would be based on a smaller IA. Under Method 1, for example, in FY2021 condominium units would pay on average \$1.25 per month (Scenario 1); under Method 2, the average per monthly fee would rise to \$2.83. A comparison of the estimated monthly stormwater fees per ERU for each Scenario (**Section 4**) and Method (**Section 3**) is shown in **Table 5-1**:

Table 5-1 Monthly ERU Costs and Savings for Two ERU Calculation Methods

	Single-Family Residential		Condominiums	
	Method 1	Method 2	Method 1	Method 2
Scenario 1	\$5.65	\$2.83	\$1.25	\$2.83
Scenario 2	\$8.57	\$4.09	\$1.89	\$4.09
Scenario 3	\$10.75	\$5.32	\$2.38	\$5.32
Scenario 4	\$16.25	\$8.09	\$3.59	\$8.09

The overall shift in cost burden from SFR parcels under Method 2, is shown in the Figures 5-1 and 5-2. The share of stormwater fee burden for condominiums increases from 19 to 45 percent, while the contribution from SFRs decreases from 48 to 26 percent. The relative total share for other property use classes decreases slightly although the absolute fees for individual parcels would on average increase. The dramatic shift in cost burden to condominiums under Method 2, appears to be misaligned with the proportion of condominium land parcel IA comprising the Village’s total IA. Therefore, Method 1 achieves greater equity by creating two flat fee categories for the two most common and homogenous property classes (SFR and Condominium), with each SFR parcel assigned 1 ERU and each condominium unit assigned a proportional fraction of the ERU based on SFR average IA.

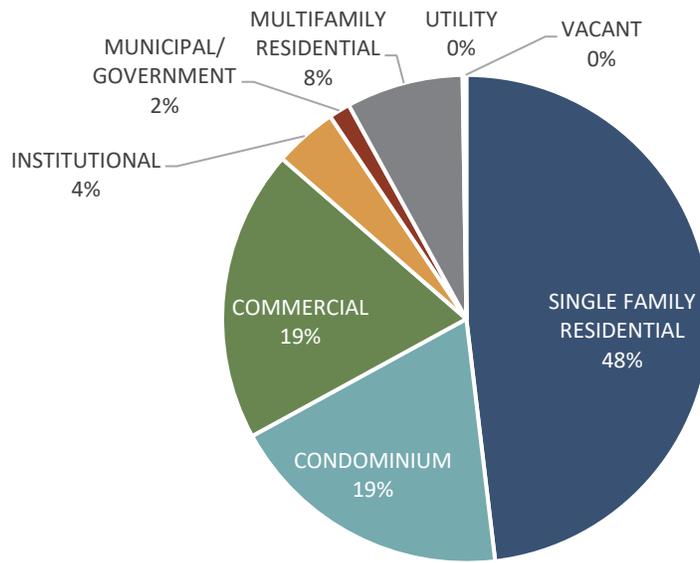


Figure 5-1: Share of Stormwater Fee Burden: Method 1

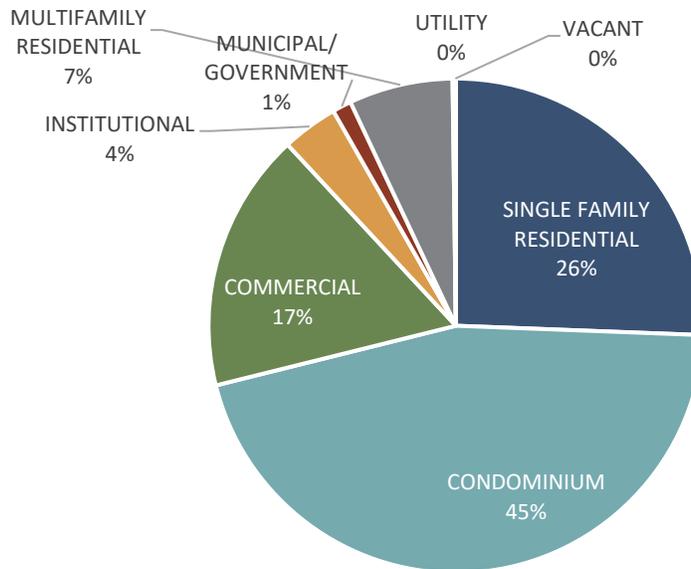


Figure 5-2: Share of Stormwater Fee Burden: Method 2

6. Incorporating Credits into a Stormwater Utility Fee Program

6.1 Overview of Stormwater Credits and Participation Rates

Providing credits or fee discounts to stormwater utility customers who reduce their stormwater runoff is an increasingly common element of stormwater utility fee programs. Black & Veatch's (B&V) 2018 nationwide survey of stormwater utilities reported that more than 50 percent of respondents provide credits for managing volume, water quality, and/or peak flow reduction. Similarly, most respondents to the 2019 Southeast Stormwater Association (SeSwA) Survey also provided credits for implementing stormwater best management practices (BMPs). However, both surveys found that credit program structures, eligibility, and size of discounts or credits provided vary substantially.

About 46 percent of the respondents to the B&V survey offered credits only to nonresidential accounts while 54 percent made all land parcels eligible. Most credit programs provide continuing fee discounts for specific types of management practices although some utilities provide one-time subsidies for installation of a structural BMP such as a rain barrel. For example, St. Petersburg, FL has recently announced it will offer rebates to single-family residential customers who install rainwater catchment devices that help conserve water and reduce rainwater runoff.¹³

For programs that offer ongoing discounts, the amount of maximum credit varies significantly. Although 42 percent of the B&V respondents set a credit limit of 25-50 percent per parcel, 34 percent of the programs provide credits up to 75 percent, and 21 percent of the utilities offer credits of more than 75 percent. In establishing BMP credits, a utility must create a balance between providing sufficiently large credits to elicit participation and ensuring that the revenue reduction does not exceed the value of the credits provided.

It is important to note that although stormwater credit programs are becoming increasingly more common and now are offered by a majority of utilities, participation rates remain relatively low. For the 86 percent of the B&V Survey respondents that have a credit program, only 1-5 percent of the eligible parcels participate. For the SeSwA survey, the average participation rate was just 3 percent.

6.2 Credit Program Considerations

Credit programs are justified because they reduce the stormwater fee imposed on a parcel commensurate with the decrease in demand placed on the system by that parcel when a best management practice is implemented. Parcel owners are incentivized to control stormwater runoff at the source, which reduces system and environmental loads and the level of service required to maintain water quality of environmental water bodies. These benefits to the system should be passed on to the implementer. However, the BMPs that a parcel owner implements are only of value if they are properly maintained; otherwise their efficacy will diminish over time and the owner would receive unwarranted credits.

¹³ Introducing: St. Petersburg's Rainwater Rebate Program, City of St. Petersburg, FL, available online: http://www.stpete.org/internal-news-detail_T2_R1150.php (accessed April 29, 2020)

In implementing a credit program, the utility must be cognizant that its potential revenues will be reduced, requiring that the charge per ERU be increased to collect the revenue requirement. In addition, while providing credits for implementing BMPs may enhance the perception of equity and fairness in cost recovery, it also shifts the associated revenue loss recovery to non-participating customers. Accordingly, if eligibility is offered to only nonresidential land parcels, more of the program's cost burden will be shifted to residential customers, although the magnitude will depend on the participation rate and the size of the offered credits. In sum, credit programs need to be structured to balance the revenue needs of the utility with the overall goal of ensuring the fee charged to the system's users is as equitable and affordable as possible.

6.3 Evaluated Scenarios for the Village of North Palm Beach and Financial Impacts

It is recommended that the Village of North Palm Beach implement a credit program that includes eligibility for all property use classes provided they meet the program requirements for reducing stormwater runoff. The credits allotted to a specific parcel should be based on the type of structural BMP implemented which would correspond to volume and peak flow reduction. It is recommended that a maximum credit of 75 percent be established and that after a 3-year period, the land parcel owner must recertify confirming the mitigation facilities are still functioning as necessary. Renewal of the credit voucher should require an inspection to ensure that the BMP is being properly maintained.

Apart from report details the major elements of the recommended credit program including the application process, eligible BMPs, potential size of credits allotted by BMP type, and procedures for renewing credits will be developed.

As noted above, incorporating a credit program will have financial consequences; the greater the participation rate, the greater the reduction in revenue generated by the stormwater fee. Accordingly, the fee per ERU will have to increase commensurate with the reduction in revenue unless the reduction in demand on the system result in commensurate reduced program costs.

Because this would be the inaugural program for North Palm Beach, it is difficult to confidently forecast future participation rates and the resulting fee adjustment necessary to cover potential shortfalls in revenue. For the purposes of this report, a range of credit program participation rates similar to participation rates elsewhere was used to gauge the potential impacts to the baseline fee (no credit program) presented in the **Section 4**. For illustrative purposes, the monthly per ERU fee of \$5.65 for FY2021 under Scenario 1 Level of Service is used as the baseline fee from which credit program participation would increase. Three Participation Scenarios were selected to estimate potential impacts on the baseline monthly ERU fee.

Table 6-1: Credit Program Potential Impacts on Recommended Level of Service Scenario 1

Participation Scenario	Description	Projected Monthly ERU Fee FY2021
No Credit Program Offered	No Credits Offered	\$5.65
Low Participation Scenario	3% of all parcels receive credit averaging 50% of fee	\$5.73
Moderate Participation Scenario	3% of SFR parcels and 10% of all other parcels receive credit averaging 50% of Fee	\$5.84
High Participation Scenario	3% of SFR parcels and 20% of all other parcels receive credit averaging 50% of fee	\$6.00

As shown in **Table 6-1**, a credit program would likely have a minor impact on monthly fees given that the participation rate is likely to fall in line with regional participation rates of about 3 percent. In the scenarios above, there is about a 6 percent difference in the monthly ERU fee between the baseline fee (no credit program) and the highest participation rate scenario. The mid-level participation rate scenario would result in a monthly ERU fee of \$5.84 or about 3.3 percent above the baseline fee of \$5.65, while the low participation rate would generate a fee increase by only 1.4 percent. The moderate and high participation rate scenarios would also shift the cost burden to SFR parcels, because their participation rates would remain unchanged from the low participation scenario while parcels in the other property use categories would receive more credits as their participation rates would increase. However, the burden shift would be slight, with the SFR cost burden share rising from about 48 to 50 percent of the total.

A credit program would result in the same percentage fee increase and shift of customer cost burden regardless of the Level of Service Scenario implemented. For example, under the Level of Service Scenario 2, the base ERU monthly fee of \$8.57 fee would increase to \$8.70 assuming a low participation rate. Assuming a moderate participation rate would raise the monthly fee to \$8.86 while a high participation rate would require a monthly fee of \$9.10. For the Scenarios 3 and 4, the monthly fees would be \$11.42 and \$17.26, for the high participation scenario, respectively. Table 6-2 shows the final estimated fee burden by property class for Level of Service Scenario 1 with moderate participation rate.

Table 6-2: Distribution of Monthly Stormwater Fee by Parcel Property Use Class

	Parcel Count	ERUs	Fee Per ERU	Monthly Total Revenue	Annual Total Revenue	Percent of Total Revenue	Average Monthly Fee
Single-Family Residential	2,675	2,675	\$5.84	\$15,622	\$187,464	48%	\$5.84
Condominium (units)	4,775	1,052		\$6,144	\$73,724	19%	\$1.29
Commercial	158	1,077		\$6,290	\$75,476	19%	\$39.81
Institutional	12	233		\$1,361	\$16,329	4%	\$113.39
Municipal/Government	27	79		\$461	\$5,536	1%	\$17.09
Multifamily Residential	141	431		\$2,517	\$30,204	8%	\$17.85
Utility	2	9		\$53	\$631	0%	\$26.28
Vacant	48	5		\$29	\$350	0%	\$0.61
Total	3,161	5,560	N/A	\$32,476	\$389,715	100%	N/A

*4,755 condo residential units on 98 parcels

7. Comparison of Projected Stormwater Fee with other Florida Utilities

Every two years the Florida Stormwater Association (FSA) publishes a summary report based on a survey sent to stormwater utilities located within the State of Florida. This report may be used as an industry benchmarking tool for the implementation of potential stormwater fees. The average monthly stormwater utility rate among responding Florida stormwater jurisdictions was \$7.80 according to the FSA 2018 Stormwater Utility Report.¹⁴ In comparison with Palm Beach County stormwater jurisdictions, the City of Lake Worth is \$6.30 while the City of West Palm Beach is \$13.57 per month.

Figure 7-1 shows the number of Florida stormwater jurisdictions by monthly stormwater fee per stormwater unit in two-dollar increments. Most Florida stormwater jurisdictions charge a monthly fee between \$3.25 and \$9.25. Under a low participation rate scenario, the average monthly would range from \$5.73 to \$16.93, depending on the Level of Service scenario. Level of Service Scenario 1 would fall into the mid-range of fees charged by most Florida jurisdictions with Level of Service Scenario 2 falling in the upper portion of that range. Level of Service Scenarios 3 and 4, would fall into the higher range of fees.

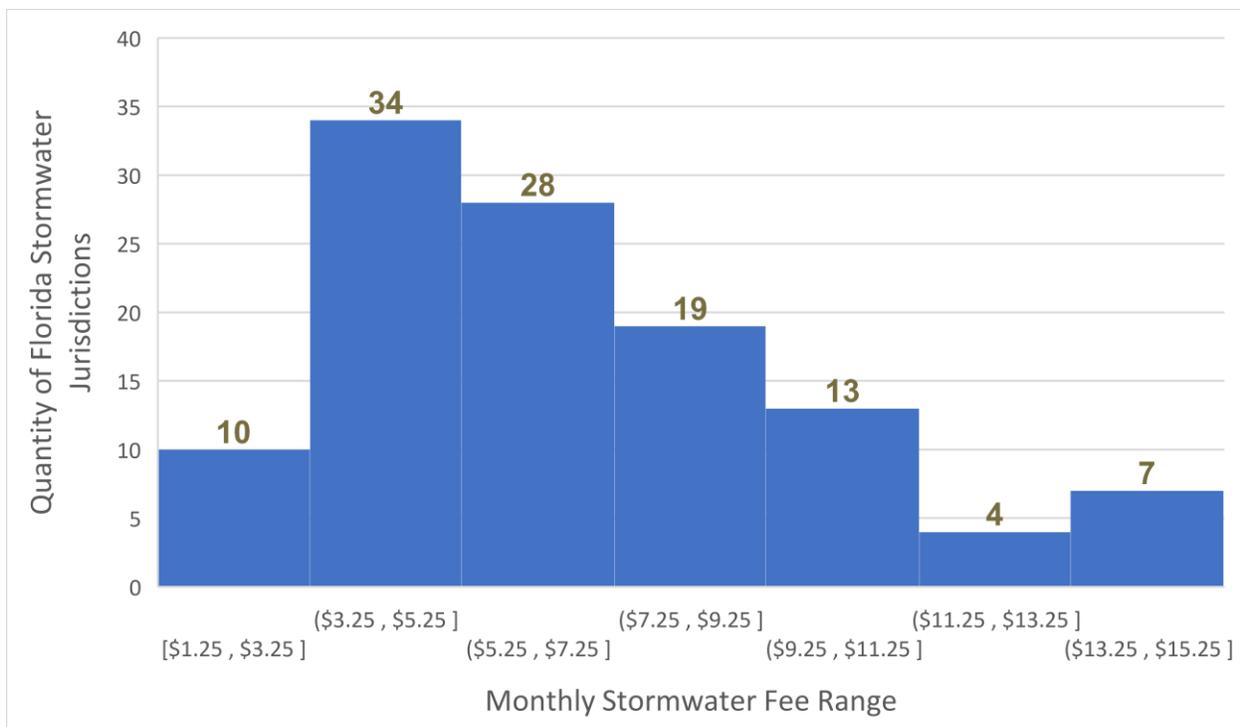


Figure 7-1: Histogram of Florida Stormwater Jurisdictions by Monthly Fee Range (data reflective of 2018 FSA survey respondents reporting both a stormwater rate and unit size)

¹⁴ Florida Stormwater Association 2018 Stormwater Utility Report, p. 12

8. Alternative Billing Methods

There are two main methods for stormwater fee collection that are typical among municipal stormwater utilities in Florida. The first is to include stormwater management charges as a separate fee on an existing utility bill. A second is to utilize the *uniform method for non-ad valorem assessments* and place stormwater utility fees on the county tax bill. A third but uncommon method is for the municipality to develop the infrastructure for billing and collecting stormwater fees on its own. This method is not typically used or recommended due to the cost prohibitive nature of the requisite infrastructure and personnel requirements to implement.

According to the Florida Stormwater Association 2018 Stormwater Utility Report, 66 percent of utilities collect revenue through a user fee on a water/wastewater utility bill, while 29 percent do so through the second most common method, non-ad valorem or special assessments.¹⁵ The uniform method of collection for non-ad valorem assessments is expressly permitted for stormwater fees in Florida Statute 403.0893. The use of the tax bill has been steadily gaining popularity in Florida over the past dozen years due to the ease and relatively low cost of implementation as well as the almost 100% collection rate.

Water and sewer services within the Village are provided by the Seacoast Utility Authority, which bills customers directly using its own billing system. Should the Village choose to collect stormwater fee revenue via the existing utility bill, it would need to enter a contractual arrangement with Seacoast to add stormwater fees to its billing system. Such an arrangement would likely entail a billing services fee that would be paid to Seacoast by the Village. In initial communication with Seacoast Utility Authority, indication was that its charter is not set up to allow for the billing and collection of stormwater utility fees, but future changes to the charter might be possible should the Village decide to pursue this billing method.

Table 8-1 provides a side-by-side comparison between utility bill and non-ad valorem assessment billing options.

Table 8-1: Comparison of Billing Options

Utility Bill	Non-ad Valorem Assessment
Collected monthly on the Seacoast Utility Authority water/sewer bill	Collected annually on county property tax bill
Requires special billing and customer list development	1:1 Match between parcels and billing accounts
Collection enforcement typically via discontinuance of service	Highest rate of collection (tax lien, tax certificates not dependent on customers of a service)
Most flexible if changes are needed/required	Compliance with specific statutory process required
Fees can be updated anytime	Fees can be updated annually
All utility customers are in billing system (with the exception of public schools)	Some parcels may be exempt from non-ad valorem assessments
Agreement with Seacoast Utility Authority required, including administrative and billing fees	County Tax Collector fee typically 1% of collected revenue; non-ad valorem assessments subject to early tax bill payment discount of up to 4%

¹⁵ Florida Stormwater Association 2018 Stormwater Utility Report, p. 10

The key advantages to collecting stormwater charges as a non-ad valorem assessment on the County property tax bill include:

- 1-to-1 relationship between parcel-based ERUs and County tax accounts; special accommodation of parcels with multiple tenants is not required.
- Condominium unit owners are billed directly rather than through an owner's association.
- Relatively simple billing and collection handled by the Property Appraiser and Tax Collector's offices.
- Near 100% collection rate on all assessments levied.
- Disincentive to default is a deterrent to all customers, not just those who use water/sewer services.
- Captures all properties, not just those with active water/sewer utility accounts.

The key disadvantage of using the property tax bill for stormwater charge collection is that government properties might be exempt, and will not be obligated to pay special assessments, leading to potential lost revenue from properties owned by the Federal Government. Regardless of method, the Palm Beach County School District is exempt from stormwater fees. Considering the Village's lack of current water and wastewater billing infrastructure, and that Seacoast's Charter does not provide for the addition of a stormwater fee to its billing cycle, it is recommended that a stormwater fee be added as part of the non-ad valorem assessment on the property tax bill both for cost effectiveness and ease of implementation.

9. Conclusions and Recommendations

Implementing a stormwater fee would provide Village of North Palm Beach with a reliable and predictable revenue stream to fund its ongoing stormwater management program. It would remove the uncertainty associated with the current budgeting process that is vulnerable to unpredictable funding allocations independent of the program's actual needs. A stormwater fee would also directly link each of the Village's land parcels with its impact on the stormwater system's capital and operations and maintenance costs.

The recommended fee structure is based on a uniform fee for all SFR and condominiums with each SFR parcel assigned 1 ERU and each condominium unit assigned 0.22 ERU. One ERU contains 5,550 square feet of IA, as determined by assessing orthoimagery for a statistically significant sample of SFR parcels. Condominium units would also pay the same ERU fraction of 0.22 based on average square footage of IA associated with all condominium units in the Village. All other parcels would be assigned an ERU value that is the ratio of that parcel's measured IA divided by 5,550 square feet (definition of the ERU).

The SW Fee Study also estimated the Village's stormwater program's annual cost from FY2021-FY2025 based on four Level of Service Scenarios. The Scenario 1 Level of Service would entail continuing with the status quo stormwater plan while adding asset videoing and cleaning at an estimated FY2021 cost of approximately \$380,000. The other Level of Service scenarios would entail the implementation of more robust stormwater programs along with increased annual costs.

The Village has indicated its preference to implement the Scenario 2 Level of Service. The Scenario 2 Level of Service program provides a more robust maintenance program than the Scenario 1 or status quo Level of Service Program. This approach will also allow the Village residents and businesses to adapt to the new stormwater fee and the revenue will be sufficient to maintain the current infrastructure and begin planning future renewal and replacement investments. The Village can then adopt a higher level of service if/when it determines it appropriate to meet future stormwater management and environmental objectives change. If the Village was to use the annual property tax bill as the mechanism for billing the stormwater fee, the baseline monthly per ERU fee is estimated to be \$8.57, or \$8.86 with moderate credit program participation.

Finally, it is recommended that the stormwater fee program include a credit program that would provide discounts to owners of land parcels who implement BMPs in accordance with credit program policies. All land parcels would be eligible for credits and a maximum credit of 75 percent would be established.

National experience with credit programs is that relatively few parcel owners participate with an average of only 1-5 percent of land parcels receiving credits according to recent stormwater utility surveys conducted by Black and Veatch and the Southeast Stormwater Association. Accordingly, it is anticipated that a Village of North Palm Beach credit program would elicit a relatively low participation rate as well, perhaps even more so in the early years of implementation. Because, a credit program necessarily reduces the number of ERU's to which the annual costs can be allocated, a credit program would raise the monthly fee per ERU. Accordingly, the FY2021 monthly ERU fee would be \$8.86 assuming 3 percent SFR participation and a 10 percent participation rate for all other land parcels. Although this represents the moderate participation rate scenario, the resulting stormwater fee would be about 3.4 percent above

the monthly fee without a credit program and the shift in cost burden to SFRs would be slight. Using this scenario also provides a more conservative estimate of revenue being generated. Figure 9-1 shows a breakdown of the final estimated revenues by property use class using ERU Method #1 for Level of Service Scenario 2 assuming a moderate credit program participation rate.

Table 9-1: Distribution of Monthly Stormwater Fee by Parcel Property Use Class

	Parcel Count	ERUs	Fee Per ERU	Monthly Total Revenue	Annual Total Revenue	Percent of Total Revenue	Average Monthly Fee
Single-Family Residential	2,675	2,675	\$8.86	\$23,701	\$284,406	48%	\$8.86
Condominium (units)	4,775*	1,052		\$9,321	\$111,849	19%	\$1.92
Commercial	158	1,077		\$9,542	\$114,507	19%	\$59.30
Institutional	12	233		\$2,064	\$24,773	4%	\$168.93
Municipal/Government	27	79		\$700	\$8,399	1%	\$25.46
Multifamily Residential	141	431		\$3,819	\$45,824	8%	\$26.59
Utility	2	9		\$80	\$957	0.2%	\$39.15
Vacant	48	5		\$44	\$532	0.1%	\$0.91
Total	3,161	5,560	N/A	449,270	\$591,246	100%	N/A

*4,755 condo residential units on 98 parcels

RESOLUTION 2019-114

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, APPROVING A PROPOSAL FROM HAZEN AND SAWYER, P.C. TO PROVIDE STORMWATER UTILITY FEE DEVELOPMENT AND IMPLEMENTATION SERVICES AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE THE CONTRACT; APPROVING A BUDGET AMENDMENT TO TRANSFER \$93,755 FROM THE CAPITAL PROJECTS FUND ACCOUNT TO THE STREETS AND GROUNDS – CONSTRUCTION AND MAJOR RENOVATION CAPITAL ACCOUNT TO PROVIDING FUNDING FOR THE CONTRACT; WAIVING THE VILLAGE’S PURCHASING POLICIES AND PROCEDURES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village is in need of Stormwater Utility Fee Development and Implementation Services; and

WHEREAS, Village Staff recommended accepting the proposal from Hazen and Sawyer, P.C., the same firm that performed the initial Stormwater Management Study; and

WHEREAS, the Village wishes to transfer \$93,755.00 from the Capital Projects Fund to provide the necessary funding for the required services; and

WHEREAS, the Village Council determines that adoption of this Resolution is in the best interests of the residents and citizens of the Village of North Palm Beach.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF NORTH PALM BEACH, FLORIDA, as follows:

Section 1. The foregoing recitals are ratified as true and incorporated herein.

Section 2. The Village Council hereby approves and accepts the proposal from Hazen and Sawyer, P.C. to perform Stormwater Utility Fee Development and Implementation Services at a total cost of \$93,755.00, with funds expended from Account No. K7321-66210 (Streets and Grounds – Construction and Major Renovation). The Village Council further authorizes the Mayor and Village Clerk to execute a Contract for such services, a copy of which is attached hereto and incorporated herein by reference.

Section 3. In order to appropriate funds for this Contract, the Village Council hereby approves the following budget amendment and authorizes and directs the Mayor and Village Clerk to execute the budget amendment for and on behalf of the Village of North Palm Beach:

Budget Amendment:

Account	Description	Use	Source
Capital Projects Fund:			
K7321-66210	Streets & Grounds – Construction & Major Renovation	\$93,755	
K5541-66000	Reserve Expenses - Capital		\$93,755
Total Capital Projects Fund:		\$93,755	\$93,755

Section 4. In approving this Contract, the Village hereby waives any conflicting provisions of its purchasing policies and procedures.

Section 5. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 10TH DAY OF OCTOBER, 2019.

(Village Seal)


MAYOR

ATTEST:


VILLAGE CLERK

CONTRACT

This Contract is made as of the 10th day of October, 2019 by and between the VILLAGE OF NORTH PALM BEACH, municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as VILLAGE, and HAZEN AND SAWYER, P.C., a foreign corporation authorized to do business in the State of Florida, hereinafter CONSULTANT, whose Federal I.D. No is 13-2904652.

WHEREAS, the VILLAGE wishes to retain a consultant to perform stormwater utility fee development and implementation services ("Work"); and

WHEREAS, CONSULTANT provided the VILLAGE with a Proposal to perform the Work, and the VILLAGE wishes to retain the services of CONSULTANT to perform the Work.

NOW, THEREFORE, in consideration of the mutual representations and obligations herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE 1. SERVICES OF CONSULTANT.

CONSULTANT shall perform the services outlined in CONSULTANT's Proposal dated July 12, 2019 which is incorporated by reference as if fully set forth herein.

ARTICLE 2. TERM OF CONTRACT.

The term of this Contract shall commence upon the VILLAGE's issuance of a Notice to Proceed and shall remain in effect until CONSULTANT completes all services within the scope of this Contract to the satisfaction of the VILLAGE, unless otherwise terminated in accordance with Article 8. The anticipated completion time is one hundred and eighty (180) calendar days.

ARTICLE 3. COMPENSATION AND METHOD OF PAYMENT.

A. The VILLAGE agrees to compensate CONSULTANT in accordance with CONSULTANT's Proposal in an amount not to exceed Ninety-Three Thousand Seven Hundred and Fifty-Five Dollars and No Cents (\$93,755.00).

B. CONSULTANT shall invoice the VILLAGE on a monthly basis based on the work performed. Invoices received from CONSULTANT pursuant to this Contract will be reviewed and approved by the VILLAGE's representative, indicating that the Work has been provided and rendered in conformity with the Contract and then will be sent to the Finance Department for payment. CONSULTANT will invoice the VILLAGE in advance for each payment period. Invoices will normally be paid within thirty (30) days following the VILLAGE representative's approval.

C. Work undertaken or expenses incurred that exceeds an amount set forth in the Proposal without prior written authorization from the VILLAGE shall be the liability of CONSULTANT.

D. CONSULTANT waives consequential or incidental damages for claims, disputes or other matters in question arising out of or relating to this Contract.

E. In order for both parties herein to close their books and records, CONSULTANT will clearly state "final invoice" on CONSULTANT's final/last billing to the VILLAGE. This certifies that all Work has been properly performed and all charges have been invoiced to the VILLAGE. Since this account will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by CONSULTANT. The VILLAGE will not be liable for any invoice from CONSULTANT submitted thirty (30) days after the provision of the Work.

ARTICLE 4. INSURANCE.

A. Prior to execution of this Contract by the VILLAGE, CONSULTANT shall provide certificates evidencing insurance coverage as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the CONSULTANT has obtained insurance of the type, amount, and classification as required for strict compliance with this Article and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the VILLAGE'S representative. Compliance with the foregoing requirements shall not relieve the CONSULTANT of its liability and obligations under this Contract.

B. CONSULTANT shall maintain, during the life of this Contract, Commercial General Liability insurance, including Professional Liability Errors and Omissions insurance, in the amount of \$1,000,000.00 in aggregate to protect CONSULTANT.

C. The CONSULTANT shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the minimum amount of \$500,00.00 combined single limit for bodily injury and property damages liability to protect the CONSULTANT from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the CONSULTANT or by anyone directly or indirectly employed by the CONSULTANT.

D. The parties to this Contract shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes. In the event that a party does not carry Workers' Compensation Insurance and chooses not to obtain same, then such party shall, in accordance with Section 440.05, Florida Statutes, apply for and obtain an exemption authorized by the Department of Insurance and shall provide a copy of such exemption to the VILLAGE.

E. All insurance, other than Worker's Compensation, to be maintained by the CONSULTANT shall specifically include the VILLAGE OF NORTH PALM BEACH as an "Additional Insured".

ARTICLE 5. PERSONNEL.

A. CONSULTANT represents that it has, or will secure at its own expense, all necessary personnel required to perform the Work under this Contract. Such personnel shall not be employees of or have any contractual relationship with the VILLAGE.

B. All of the Work required hereunder shall be performed by CONSULTANT or under its supervision, and all personnel engaged in performing the Work shall be fully qualified and, if required, authorized or permitted under state and local law to perform such Work.

ARTICLE 6. INDEMNIFICATION.

A. To the fullest extent permitted by applicable laws and regulations, CONSULTANT shall indemnify and save harmless and defend the VILLAGE, its officials, agents, servants, and employees from and against any and all claims, liability, losses, and/or causes of action arising out of or in any way related to the services furnished by CONSULTANT pursuant to this Contract, including, but not limited to, those caused by or arising out of any act, omission, negligence or default of the CONSULTANT and its agents, servants or employees.

B. CONSULTANT shall not be required to indemnify the VILLAGE, its officials, agents, servants and employees when the occurrence results from the acts or omissions of the VILLAGE, its officials, agents, servants and employees. The terms of this Section shall survive completion of all services, obligations and duties provided for in this Contract as well as the termination of this Agreement for any reason.

C. Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against either the VILLAGE or CONSULTANT, nor shall this Contract be construed a waiver of sovereign immunity beyond the waiver provided in § 768.28, Florida Statutes.

ARTICLE 7. INDEPENDENT CONTRACTOR.

CONSULTANT is, and shall be, in the performance of services pursuant to this Contract, an independent contractor and not an employee, agent or servant of the VILLAGE. All persons engaged in any services performed pursuant to this Contract shall at all times, and in all places, be subject to CONSULTANT's sole discretion, supervision and control, and CONSULTANT shall exercise sole control over the means and manner in which its employees perform such services.

ARTICLE 8. TERMINATION.

This Contract may be terminated by CONSULTANT upon ten (10) days' prior written notice to the VILLAGE's representative in the event of substantial failure by the VILLAGE to perform in accordance with the terms of this Contract through no fault of CONSULTANT. It may also be terminated, in whole or in part, by the VILLAGE, with or without cause, upon ten (10) days' written notice to the CONSULTANT. Unless CONSULTANT is in breach of this Contract, CONSULTANT shall be paid for Work rendered to the VILLAGE's satisfaction through the date of termination. After

receipt of a Termination Notice and except as otherwise directed by the VILLAGE, CONSULTANT shall:

- A. Stop work on the date and to the extent specified;
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work;
- C. Transfer all work in progress, completed work, and other materials related to the terminated work to the VILLAGE; and
- D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 9. SUCCESSORS AND ASSIGNS.

The VILLAGE and CONSULTANT each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the VILLAGE nor CONSULTANT shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the VILLAGE which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the VILLAGE and CONSULTANT.

ARTICLE 10. ACCESS AND AUDITS.

CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the Work for at least three (3) years after completion of this Contract. The VILLAGE shall have access to such books, records, and documents as required in this ARTICLE for the purpose of inspection or audit during normal business hours, at CONSULTANT's place of business. In no circumstances will CONSULTANT be required to disclose any confidential or proprietary information regarding its products and service costs.

ARTICLE 11. ENFORCEMENT COSTS.

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court awarded costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 12. NOTICE.

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the VILLAGE shall be mailed to:

Village of North Palm Beach
Attn: Andrew D. Lukasik, Village Manager
Village Hall
501 U.S. Highway One
North Palm Beach, FL 33408

and if sent to the CONSULTANT shall be mailed to:

Hazen and Sawyer, P.C.
Attn: Robert B. Taylor, Jr., Vice President
4000 Hollywood Boulevard, Suite 750N
Hollywood, FL 33021

The foregoing names and addresses may be changed if such change is provided in writing to the other party.

ARTICLE 13. ENTIRETY OF CONTRACTUAL AGREEMENT.

The VILLAGE and CONSULTANT agree that this Contract, including all documents referenced herein, sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

ARTICLE 14. TERMINOLOGY AND CAPTIONS.

All pronouns, singular, plural, masculine, feminine or neuter, shall mean and include the person, entity, firm or corporation to which they relate as the context may require. Wherever the context may require, the singular shall mean and include the plural and the plural shall mean and include the singular. The term "Contract" as used herein, as well as the terms "herein", "hereof", "hereunder", "hereinafter" and the like mean this Contract in its entirety and all exhibits, amendments and addenda attached hereto and made a part hereof. The captions and paragraph headings are for reference and convenience only and do not enter into or become a part of the context of this Contract, nor shall such headings affect the meaning or interpretation of this Contract.

ARTICLE 15. PREPARATION.

This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

ARTICLE 16. MATERIALITY.

All provisions of the Contract shall be deemed material. In the event CONSULTANT fails to comply with any of the provisions contained in this Contract or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Contract and VILLAGE may at its option and without notice terminate this Contract.

ARTICLE 17. EXHIBITS AND CONTRACT DOCUMENTS.

All exhibits and other documents referred to in this Contract form an essential part of this Contract. The exhibits and other documents, if not physically attached, should be treated as part of this Contract and are incorporated herein by reference. In the event of an express conflict between this Contract and any exhibit or other document, the terms of this Contract shall control.

ARTICLE 18. LEGAL EFFECT.

This Contract shall not become binding and effective until approved by the Village Council of the Village of North Palm Beach.

ARTICLE 19. SURVIVABILITY.

Any provision of this Contract which is of a continuing nature or imposes an obligation which extends beyond the term of this Contract shall survive its expiration or earlier termination.

ARTICLE 20. WAIVER OF SUBROGATION.

CONSULTANT hereby waives any and all rights to Subrogation against the VILLAGE, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONSULTANT shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should CONSULTANT enter into such an agreement on a pre-loss basis.

ARTICLE 21. REPRESENTATIONS/BINDING AUTHORITY.

The persons executing this Contract represent that they have the full power, authority and legal right to execute and deliver this Contract and perform all of its obligations under this Contract.

ARTICLE 22. GOVERNING LAW, VENUE AND REMEDIES.

- A. This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Contract will be held in Palm Beach County.

- B. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

C. The VILLAGE and CONSULTANT **knowingly, voluntarily and intentionally waive any right they may have to a trial by jury** with respect to any litigation arising out of or in connection with this Contract.

ARTICLE 23. INSPECTOR GENERAL

CONSULTANT is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Contract, and in furtherance thereof, may demand and obtain records and testimony from CONSULTANT and its subconsultants. CONSULTANT understands and agrees that in addition to all other remedies and consequences provided by law, the failure of CONSULTANT or its subconsultants to fully cooperate with the Inspector General when requested may be deemed by the VILLAGE to be a material breach of the Contract Documents justifying termination.

ARTICLE 24. PUBLIC RECORDS.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (561) 841-3355; NPBCLERK@VILLAGE-NPB.ORG; OR 501 U.S. HIGHWAY ONE, NORTH PALM BEACH, FL 33408.

In performing services pursuant to this Contract, CONSULTANT shall comply with all relevant provisions of Chapter 119, Florida Statutes. As required by Section 119.0701, Florida Statutes, CONSULTANT shall:

1. Keep and maintain public records required by the VILLAGE to perform the service.
2. Upon request from the VILLAGE's custodian of public records, provide the VILLAGE with a copy the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the CONSULTANT does not transfer the records to the VILLAGE.
4. Upon completion of the Contract, transfer, at no cost, to the VILLAGE all public records in possession of CONSULTANT or keep and maintain public records required by the VILLAGE to perform the services. If CONSULTANT transfers all public records to the VILLAGE upon completion of the Contract, CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONSULTANT keeps and maintains public records upon completion of the

Contract, CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the VILLAGE, upon request from the VILLAGE's custodian of public records, in a format that is compatible with the information technology systems of the VILLAGE.

IN WITNESS WHEREOF, the VILLAGE and CONSULTANT hereto have made and executed this Contract as of the day and year first above written.

CONSULTANT:

BY: 

Print Name: Robert B. Taylor, Jr.

Title: Vice President


Patricia Carney
Vice President

VILLAGE OF NORTH PALM BEACH

BY: 

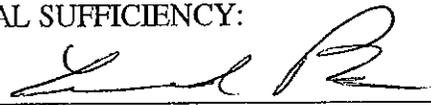
DARRYL C. AUBREY
MAYOR

ATTEST:

BY: 

JESSICA GREEN
VILLAGE CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

BY: 

VILLAGE ATTORNEY

**VILLAGE OF NORTH PALM BEACH
STORMWATER UTILITY FEE DEVELOPMENT AND IMPLEMENTATION
SCOPE OF SERVICES**

BACKGROUND

In 2018, the Village of North Palm Beach (Village), Florida commissioned Hazen and Sawyer to assist the Public Works Department (PWD) in developing a preliminary assessment of a program to fund stormwater management. As the Village was in the early stages of developing its stormwater management program, the preliminary assessment was conceptual and designed to lay the groundwork for the creation of a stormwater user fee.

After the completion of the preliminary assessment, the Village Council elected to move forward with the development and implementation of a stormwater user fee in two phases. This scope outlines and describes those subsequent steps.

The Village operates and maintains a stormwater management system which provides service within the Village boundaries. Balancing the requirements of providing adequate flood protection and drainage while maintaining the associated regulatory permits requires a comprehensive management plan and a dedicated funding source.

The implementation of a stormwater user fee and dedicated enterprise fund by the Village would help address these challenges. Revenue generated by the stormwater fee would be directly used for stormwater management expenditures including operations and maintenance, regulatory compliance, and stormwater management related capital improvements. The work outlined in this scope is intended to take the Village's stormwater fee from conceptualization to implementation.

SCOPE OF SERVICES

The CONSULTANT shall be responsible for the following tasks in two phases:

PHASE I: STORMWATER UTILITY DEVELOPMENT

Task 100: Meetings

- Meet with Village staff for project kick off
- Meet with Village staff for rate structure options workshop in Task 104
- Meet with Village staff for comments on draft technical memorandum in Task 105

Task 101: Data Collection and Review

- Evaluate and assemble data necessary for establishing stormwater utility fees/assessments including the following:
 - Palm Beach County Property Appraiser GIS parcel polygons, parcel data tables and condo data tables.
 - Aerial orthographic photography.
 - Any PWD operation and maintenance data related to stormwater activities that may have changed or updated since the completion of the preliminary study.
 - Documentation associated with anticipated future stormwater related capital improvement projects that may have changed or updated since the completion of the preliminary assessment.

Task 102: Review of Funding Requirements

- Coordinate with Village staff to ensure a complete listing of capital improvement projects and administrative and O&M activities have been considered, using the preliminary assessment findings as a starting point. If gaps are identified, the Village will provide additional cost requirements.
- Determine funding necessary for stormwater related activities and develop a preliminary five-year utility budget using the information obtained from the Village.

Task 103: Parcel Analysis

- Measure all non-residential parcel impervious area within the Village stormwater service area.
- Utilize an Equivalent Residential Unit (ERU) approach to provide the Village's customers with an equity-based stormwater rate structure.
- Perform a detailed evaluation of the residential parcel category(ies) which may potentially selected to define the ERU. This evaluation will be based on a random sample (by location and parcel size) of the parcel count to determine the statistically relevant values for total and impervious areas.
- Develop flat rate categories for residential classifications, as appropriate based on homogeneity of parcels. Potential parcel types include duplexes, condominiums, townhomes, etc.
- Identify those parcels or parcel categories which are not subject to the proposed fees or assessments, which will help the Village to determine the appropriate rate structure.

Task 104: Evaluate Rate Structure Options and Conduct Alternative Analysis Workshop

- Analyze options relative to using all residential parcels in the definition of the ERU or just detached single-family residential parcels based on residential parcel classifications (as set by the Palm Beach County Property Appraiser). Additionally, evaluate the appropriateness of using just impervious area in the ERU definition versus the use of a combination of impervious area plus total area, based on a random statistically significant sample (by location and parcel size) of the parcel population.
- Hold a workshop to review rate structure options with the Village and make a recommendation as to which is most appropriate.
- Use the results of the Alternative Analysis Workshop to inform the Rate Structure and Financial Forecast (Task 105).

Task 105: Rate Structure and Financial Forecast

- Develop the final rate structure based on the results of the workshop in Task 104.
- Develop ERU unit(s) for residential classifications. A detailed evaluation of residential parcels and use classes other than that (or those) used to define the ERU will be conducted. These customer classes may include duplexes, townhomes, and other related dwellings. Based on this analysis, the per unit ERU factor and the number of ERUs in each class will be developed for billing purposes.
- Develop customer profiles for non-residential classifications and residential parcels which do not fit into a "flat rate" category (such as apartment buildings, etc.).
- Calculate and assign an ERU value to each parcel within the Village stormwater service area.
- Prepare a summary stormwater utility technical memorandum. This document will summarize the data and findings developed during the course of the previous tasks. The report shall include a table of contents, list of figures, list of tables, and appendices.

PHASE II: STORMWATER UTILITY FEE IMPLEMENTATION ASSISTANCE

Task 200: Meetings

- Meet with Village staff for phase kick off
- Make up to two presentations to staff/Village Council and attend one workshop and two public hearings as part of Task 202.
- Assist the Village with making presentations to affected community organizations (maximum of three engagements) as part of Task 202.

Task 201: Preliminary Billing Set-up and Billing Roll Development

- Based on discussions relating to the preliminary assessment, the Village has elected to pursue billing through attachment to the water utility bill, managed by Seacoast Utility Authority.
- Contact Seacoast Utility Authority to determine administrative costs and fees for the addition of a stormwater fee to the existing utility billing and develop a timeline for inclusion of the stormwater fee in the existing water utility billing schedule.
- Develop a parcel-based customer database with number of ERUs per parcel. An electronic and hard copy of the developed database will be provided to the Village for review.
- Should the Village reconsider and decide to implement the fee through the tax bill, assist in preparing the necessary assessment roll for certification and submittal to the Tax Collector's office for levying of non-ad valorem assessments for stormwater. Costs and schedule for assistance with this task are not included.

Task 202: Ordinance/Resolution Development and Adoption, Customer Service and Public Outreach Assistance

- Develop O&M procedures, including credit and adjustment policy/procedure. Assist Village staff with the development of customer service standards. These standards will include evaluating the method for adding new accounts to be consistent with the billing structure, changes in property appraiser records, the development and application of an appeals process, and other similar activities.
- Assist the Village in developing necessary ordinances/resolutions, make up to two presentations to staff/Village Council, and attend one workshop and two public hearings. Assist Village with the preparation and review of the draft stormwater utility ordinance. A total of two working drafts are assumed for this effort.
- Assist the Village in the development of appropriate public relations campaign to inform property owners of the proposed changes to the stormwater utility rate structure and billing methodology. Program development will consist of identifying appropriate elements and corresponding times lines for implementation/including the timing and distribution of materials.
- Assist the Village with the preparation of information that can be utilized to supplement / support public hearings and meetings. Also, assist the Village with developing informational materials such as brochures and public announcements that can be utilized to inform the public regarding program modifications.
- Assist the Village in meeting with and making presentations to the Village Council and/or affected groups such as condominium/homeowner associations, Chamber of Commerce, civic organizations, etc. (maximum of three engagements).

ASSUMPTIONS

- It is assumed that the Village will provide the following:
 - Palm Beach County Property Appraiser GIS parcel polygons, parcel data tables and condo data tables
 - Aerial orthographic photography
 - Any Village Public Works Department (PWD) operation and maintenance data related to stormwater activities that may have changed or updated since the completion of the preliminary study
 - Documentation associated with anticipated future stormwater related capital improvement projects that may have changed or updated since the completion of the preliminary study
 - Review and feedback during workshop in Task 104 and on draft technical memorandum in Task 105

DELIVERABLES

Deliverable	Task	No. of Copies	Due
Summary Analysis and ERU Estimates	Task 103	1 electronic copy, pdf	Within 90 calendar days of notice to proceed
Draft and Final Rate Structure and Financial Forecast Technical Memorandum	Task 105	1 electronic copy, pdf 1 bound hard copy	Within 30 calendar days following receipt of comments on draft report and meeting with Village
Excel Billing Roll	Task 201	1 electronic copy, Excel	Within 180 calendar days of notice to proceed

SCHEDULE

Hazen anticipates that this project will be completed within approximately eight months from the Notice to Proceed, including time for the ordinance adoption timeline.

COMPENSATION

The compensation for these services will be billed on a lump sum basis, with the total fee not to exceed \$93,755.

**Village of North Palm Beach
Strategic Planning Projects List
May 2020**

#	Project Category	Project Description	Long Description	Department	Owner	Projected Start Date	Projected End Date	% Progress	Strategic Goal	Notes	Fiscal Year
19-01	Master Plan: Programs	Marketing & Branding	Village Marketing and Branding Program	Communications	Ed Cunningham	Jan-2021	Aug-2021	≤25%	Community Outreach	Identified in the Citizens Master Plan. Involves resident and business engagement.	2021 (Oct.2020 - Sept.2021)
19-02	Community Outreach	Citizen outreach program	Develop citizen outreach program (North Palm Beach University) for citizens to engage with village government	Communications	Ed Cunningham	Oct-2021	Apr-2022	Not Started	Community Outreach		2022 (Oct.2021 - Sept.2022)
19-05	Code Rewrites	Re-write code to be more business friendly	Develop a form-based code to encourage redevelopment consistent with the Master Plan.	Community Development	Jeremy Hubsch	Oct-2018	Jul-2020	>90%	Strong Local Economy	Expected completion in June/July 2020. May need to be pushed back a bit due to corona virus.	2019 (Oct.2018 - Sept.2019)
19-06	Roadway Projects	Policy decision for lane repurposing for the US1.	Policy decision for lane repurposing on US1 in accordance with the Master Plan; recommend implementation of a pilot program in late 2020 for decision to FDOT by June	Village Manager's Office	Andy Lukasik	Jan-2019	Sep-2025	≤ 50%	Mobility	Study was completed Jan-2020. Public outreach to begin Oct-2020. If move forward, require pilot program to test lane repurposing. Construction Funding by FDOT (3R program) and Village.	2019 (Oct.2018 - Sept.2019)
19-07	Code Rewrites	Update Residential Zoning Codes	Review, revise, and update Residential Zoning Codes	Community Development	Jeremy Hubsch	Oct-2020	Oct-2021	Not Started	All Neighborhoods as Desirable Places to	Will commence following conclusion of current Commercial Code revisions.	2020 (Oct.2019 - Sept.2020)
19-08	Roadway Projects	Alley Improvements	Develop Plan for Alley Improvements; maintenance and multi-	Community Development	Jeremy Hubsch PW/Steve Hallock	Mar-2020	Sep-2025	≤25%	Mobility	Public/Private partnerships. Work with business community. Part of code rewrite: dedicated easements	2020 (Oct.2019 - Sept.2020)
19-09	Master Plan: Infrastructure	Bicycle Network Plan	Village Wide Bicycle Network Plan. Recreation Trail Connection and Lighting (e.g. Country Club Drive)	Community Development	Jeremy Hubsch	Oct-2022	Sep-2024	Not Started	Mobility	Identified in the Citizens Master Plan.	2023 (Oct.2022 - Sept.2023)
19-10	Roadway Projects	Lighthouse Drive Bridge Replacement & Traffic Calming	Lighthouse Drive Bridge Replacement and Traffic Calming; Traffic Calming in accordance with the Master Plan	Special Projects	Chuck Huff VMO/Andy Lukasik CDev/Jeremy Hubsch PW/Steve Hallock	Oct-2022	Sep-2025	≤25%	Mobility	Combine this with the "Lighthouse Drive Bridge Replacement" project. Traffic calming and bridge replacement will most likely be one project. Consultant (2GHO) has been hired and will be assisting the Village when the time comes. Survey	2023 (Oct.2022 - Sept.2023)
19-11	Organizational Excellence	Code Compliance Process Improvements	Code Compliance - Identify Process Improvements to be more effective. Need to be more proactive instead of reactive	Community Development	Jeremy Hubsch	Apr-2019	Dec-2020	≤ 75%	Beautification and Quality of Life		2019 (Oct.2018 - Sept.2019)
19-12	Quality of Life	Green/Sustainable Policy & Plan	Environmental - Need more Green/Sustainable Initiatives. Policy and plan need to be developed.	Community Development	Jeremy Hubsch VMO/Andy Lukasik	Jun-2019	Oct-2022	≤25%	Beautification and Quality of Life	EC established by TC. Requires Environmental Committee engagement. Completed rewrite of sea wall code. Increase height of sea wall. Next step: look at stormwater plan. Updated commercial	2019 (Oct.2018 - Sept.2019)
19-13	Economic Initiatives	Twin City Mall Redevelop	Twin City Mall regulatory framework to redevelop site in accordance with the	Community Development	Jeremy Hubsch VMO/Andy Lukasik	Mar-2018	Dec-2020	≤25%	Strong Local Economy	Contingent upon partnering with Lake Park. Village staff has held a few preliminary meetings with Lake Park staff. Putting	2019 (Oct.2018 - Sept.2019)

#	Project Category	Project Description	Long Description	Department	Owner	Projected Start Date	Projected End Date	% Progress	Strategic Goal	Notes	Fiscal Year
19-14	Code Rewrites	Impervious area control plan	Environmental -- Need an impervious area plan to control water quality and runoff.	Community Development	Jeremy Hubsch PW/Steve Hallock VMO/Andy Lukasik	Jan-2021	Jan-2022	Not Started	Waterways and Recreation	Will be part of the residential code rewrite	2021 (Oct.2020 - Sept.2021)
19-15	Neighborhood Projects	Develop reasonable-cost housing plan	Develop a plan to increase availability of reasonable-cost housing in accordance with the Master Plan	Community Development	Jeremy Hubsch			Not Started	All Neighborhoods as Desirable Places to Live	MM: Why are we doing this?	Not Scheduled
19-16	Country Club	Country Club R&R fund	Develop a plan for the establishment of a Country Club R&R fund	Country Club	Beth Davis VMO/ Andy Lukasik Finance/Samia Janjua	May-2020	Oct-2020	Not Started	Financial Sustainability	Long-term plan to re-invest in the clubhouse, golf course and grounds. No cash to put into fund for next few years. Policy direction: will need Council input.	2020 (Oct.2019 - Sept.2020)
19-17	Country Club	Pool & Tennis Management	Structure of Pool & Tennis Management need to be redefined. Tennis and pool review and determine best structure to maximize profitability and reduce costs. (Pool management completed FY20).	Country Club	Beth Davis VMO/ Andy Lukasik Finance/Samia Janjua	Oct-2020	Sep-2021	≤ 50%	Waterways and Recreation	Pool management has been completed. Tennis management is still under evaluation.	2021 (Oct.2020 - Sept.2021)
19-18	Country Club	Country Club Strategic Plan	Country Club - Insure viability of country club and restaurant. Develop Strategic Plan that includes marketing, management, fees.	Country Club	Beth Davis VMO/ Andy Lukasik Finance/Samia Janjua	Oct-2020	Sep-2021	Not Started	Financial Sustainability	Discussion required; Need funding for marketing and advertising fees; 4 mo. lag in Club opening resulted in 8 mo. lag in projected rent	2021 (Oct.2020 - Sept.2021)
19-20	Country Club	CIP for Golf Course	Develop CIP for Golf Course	Finance	Beth Davis & Allan Bowman Finance/Samia Janjua	May-2020	Oct-2020	Not Started	Financial Sustainability	Once CIP is developed, it becomes operational	2020 (Oct.2019 - Sept.2020)
19-21	Financial	Fees to reduce reliance on ad valorem taxes	Develop a white paper to identify and evaluate possible new fees based on services provided in order to reduce overall reliance on ad valorem taxes.	Finance	Samia Janjua	Oct-2020	Apr-2021	Not Started	Financial Sustainability	White paper analysis of current fees and comparisons to other jurisdictions.	2021 (Oct.2020 - Sept.2021)
19-24	Technology	License plate recognition deployment.	Increase LPR (license plate recognition) deployment.	Information Technology	Michael Applegate	October-18	Sep-2025	≤25%	All Neighborhoods as Desirable Places to Live	Will be ongoing Policy Direction: How do we fund it? Need to define a funding source for this this FY. Funding pushed out 1 year. Completed	2019 (Oct.2018 - Sept.2019)
19-26	Technology	Efficient financial software	More efficient financial software and processes to eliminate/reduce manual work.	Information Technology	Michael Applegate FIN/Samia Janjua	Oct-2019	Jul-2020	≤25%	Organizational Excellence	Probably wont be replacing, but developing ways to eliminate manual processes. May be used as part of the Work Innovations training program. We will be conducting onsite training with front end staff, management and Finance with Vermont Systems later this month. We have also had Munis support onsite	2020 (Oct.2019 - Sept.2020)
19-27	Technology	Safe cities (Deploy Village owned fiber)	Safe cities (Deploy Village owned fiber)	Information Technology	Michael Applegate	Oct-2024	Not Scheduled	Not Started	Strong Local Economy	Chamber of Commerce and Connected Community Master Plan will be a driver/determining factor. No change as of	Beyond Fiscal Year 2025
19-28	Code Rewrites	Update Sign Code	Update Sign Code. Policy decision needed for aesthetic (commercial) components.	Legal	Attorney/Len Rubin	Oct-2019	Sep-2020	Not Started	Beautification and Quality of Life	Will not commence until conclusion of current Code revisions Policy decision needed for aesthetic (commercial) components.	2020 (Oct.2019 - Sept.2020)

#	Project Category	Project Description	Long Description	Department	Owner	Projected Start Date	Projected End Date	% Progress	Strategic Goal	Notes	Fiscal Year
19-29	Community Outreach	Mobile Library service	Develop mobile Library service to residents who are unable to visit the Library (or other departments) because of age, disability, illness, or significant transportation issues	Library	Zack Sherman	Jun-2021	Jun-2022	Not Started	Beautification and Quality of Life	With mobile services, we bring the Village to you! We want to ensure that everyone in North Palm Beach has access to stories, happenings around town, and information. Our mobile team brings services to people who may not be able to get around so easily. No budget - anticipate donations. Provides a way to check on people. (to eventually include purchase of library van)	2021 (Oct.2020 - Sept.2021)
19-30	Parks Projects	PR Master Plan: Needs assessment	Develop a Needs Assessment to identify and evaluate recreation programs and facilities desired by the community	Parks and Recreation	Russ Ruskay	Oct-2019	Mar-2021	≤25%	Waterways and Recreation	RFQ is complete. Needs assessment currently out to bid	2020 (Oct.2019 - Sept.2020)
19-31	Parks Projects	Reconstruction of Anchorage Park South Marina	Reconstruction of Anchorage Park South Marina seawall only. No dock replacement.	Public Works	Steve Hallock PR/Stephen Poh	Oct-2020	Sep-2025	Not Started	Waterways and Recreation	Policy Direction: Funding for seawall only. No dock replacement. \$137K budgeted in FY 2021 and 2022 for planning and engineering. Grant dependent. No funding for construction in the 5-year CIP. No grant right now. Project has been put on hold. Policy question: what type of docks will be installed? floating/fixed. does the wall need to be done at same time as docks?	2021 (Oct.2020 - Sept.2021)
19-32	Parks Projects	Lakeside Park Trail Project	Lakeside Park Trail Project	Parks and Recreation	Stephen Poh PW/Steve Hallock	Jan-2020	Jul-2020	>90%	Waterways and Recreation	Grant was rejected by Village Council. However the project is moving forward with funding from Capital budget. Waiting on trash cans to be installed then completed.	2020 (Oct.2019 - Sept.2020)
19-34	Neighborhood Projects	Develop a Neighborhood Plan	Develop a Neighborhood Plan; focus on engaging neighborhood leaders to identify priorities.	Village Manager's Office	Andy Lukasik Neighborhood Enhancement Team	Aug-2020	Aug-2021	Not Started	All Neighborhoods as Desirable Places to Live		2020 (Oct.2019 - Sept.2020)
19-35	Stormwater	Stormwater Master Plan	Develop a Stormwater Master Plan including: -Fees and improvements -Enterprise fund creation	Public Works	Steve Hallock	Oct-2018	Jun-2020	≤ 50%	Financial Sustainability	Concept approved by Village Council 3/14/19. Study approved by Village Council 10/10/19. \$100K budgeted in FY 2020. Policy Decision: Fee or no fee? How do we collect revenue? Recommendation for fee plan and structure is the next step. Then process to initiate the assessment can begin. If approved implement a budget and management plan.	2019 (Oct.2018 - Sept.2019)
19-37	Stormwater	East Alleyway wall replacement	East Alleyway wall replacement. Use same design as Anchorage Park Dry Storage area.	Public Works	Steve Hallock	Oct-2020	Oct-2025	≤25%	Beautification and Quality of Life	Planning and Design to start this year. Plan to use the same design that is selected for Anchorage Park Dry Storage area. \$50K in FY 2020 and \$100K every year after until complete.	2021 (Oct.2020 - Sept.2021)
19-41	Infrastructure	New LED street & pedestrian lighting	Work with FPL to implement new LED street and pedestrian lighting and	Public Works	Steve Hallock	Oct-2018	Sep-2024	≤25%	All Neighborhoods as Desirable Places to Live	Need to switch over all street lights to LED and then negotiate with FPL to take over all street lights. The street lights become the	2019 (Oct.2018 - Sept.2019)
19-44	Master Plan: Infrastructure	Marina Drive Streetscape Improvements	Marina Drive Streetscape Improvements	Public Works	Steve Hallock Cdev/Jeremy Hubsch	Oct-2022	FY 2025	Not Started	Beautification and Quality of Life	Identified in the Citizens Master Plan.	2023 (Oct.2022 - Sept.2023)

#	Project Category	Project Description	Long Description	Department	Owner	Projected Start Date	Projected End Date	% Progress	Strategic Goal	Notes	Fiscal Year
19-45	Country Club	Country Club construction/landscaping	New Country Club construction/landscaping	Special Projects	Chuck Huff	Oct-2018	Apr-2020	>90%	Beautification and Quality of Life	99% complete	2019 (Oct.2018 - Sept.2019)
19-46	Country Club	Swimming pool improvements	Swimming pool improvements	Special Projects	Chuck Huff	Oct-2018	Apr-2020	>90%	Waterways and Recreation	Installing diving boards and the pool chiller in March/April 2020. Project will be completed May 2020.	2019 (Oct.2018 - Sept.2019)
19-47	Neighborhood Projects	Beautification Program	Village Wide Beautification Program in accordance with the Master Plan	Special Projects	Chuck Huff	Oct-2021	Apr-2022	Not Started	Beautification and Quality of Life	Identified in the Citizens Master Plan.	2022 (Oct.2021 - Sept.2022)
19-48	Economic Initiatives	Commercial Business initiatives: Plan	Commercial Business Initiatives: Reconstitution of business advisory board. Development of	Special Projects	Chuck Huff	Aug-2020	Aug-2021	Not Started	Strong Local Economy	Reconstitute Business Advisory Board Identify business investment models Identify incentives	2020 (Oct.2019 - Sept.2020)
19-49	Roadway Projects	US 1 Bridge Replacement Plan	US 1 Bridge Replacement/Improvement Plan; collaborate with FDOT	Special Projects	Chuck Huff VMO/Andy Lukasik CDev/Jeremy Hubsch PW/Steve Hallock	Oct-2019	Sep-2025	≤ 50%	Beautification and Quality of Life	FDOT project/Consultant (2GHO) developed plans that were reviewed by Council. Concepts have been shared with FDOT for possible implementation. Actual construction starts 2023/ends 2025 Funding \$500K needed in 2024 Will use grant revenues	2020 (Oct.2019 - Sept.2020)
19-50	Roadway Projects	Prosperity Farms Rd bridge improvements	Prosperity Farms Road/bridge improvements in accordance with the Master Plan; collaborate with Palm Beach County	Special Projects	Chuck Huff VMO/Andy Lukasik CDev/Jeremy Hubsch PW/Steve Hallock	Oct-2019	Sep-2022	≤25%	Beautification and Quality of Life	Palm Beach County project. Consultant (2GHO) presented concepts to Council for approval. Working with condo owners regarding parking lot realignment to raise the bridge. Will use Infrastructure Surtax Funds for Village share.	2020 (Oct.2019 - Sept.2020)
19-51	Roadway Projects	Prosperity Farms Rd Corridor Improvements	Prosperity Farms Road Corridor Improvements in accordance with the Master Plan	Special Projects	Chuck Huff VMO/Andy Lukasik CDev/Jeremy Hubsch PW/Steve Hallock	Oct-2019	Oct-2023	Not Started	Beautification and Quality of Life	Palm Beach County project/Consultant (2GHO) currently developing concepts on behalf of the Village Identified in the Master Plan	2020 (Oct.2019 - Sept.2020)
19-52	Neighborhood Projects	Event-Based Water Taxi Service	Event-Based Water Taxi Service in accordance with the Master Plan	Special Projects	Special Projects	Oct-2022		Not Started	Mobility	Identified in the Citizens Master Plan.	2023 (Oct.2022 - Sept.2023)
19-54	Infrastructure	Undergrounding power lines, 5G, Natural Gas	Development of plan for Undergrounding power lines/5G technologies/Natural Gas - could be a profit center. Provides hardening. Staff to pursue partnering opportunities.	Special Projects	Chuck Huff	May-2020	May-2021	Not Started	Financial Sustainability	Working with FPL to develop an initial undergrounding plan for areas that require hardening. Developing an RFQ for a firm to assist with design and implementation of undergrounding. Burying Overhead Power Lines is identified in the Citizens Master Plan.	2020 (Oct.2019 - Sept.2020)

#	Project Category	Project Description	Long Description	Department	Owner	Projected Start Date	Projected End Date	% Progress	Strategic Goal	Notes	Fiscal Year
19-55	Code Rewrites	Finalization of boat & RV ordinance	Finalization of boat and RV ordinance	Village Manager's Office	Andy Lukasik	Oct-2018	Jul-2020	≤ 75%	Beautification and Quality of Life	Completed and reopened. Presentation to Council by staff scheduled for June/July.	2019 (Oct.2018 - Sept.2019)
19-56	Organizational Excellence	Process refinement (Work Innovations)	Process refinement: Audit comments to drive project selection and/or payroll	Village Manager's Office	Andy Lukasik IT/Mike Applegate Finance/Samia Janjua	Oct-2020	Sep-2021	Not Started	Organizational Excellence	Audit comments to drive project selection and/or payroll process (in progress).	2021 (Oct.2020 - Sept.2021)
19-57	Code Rewrites	Charter Review Process	Initiate Charter Review Process including discussing changes to Council terms	Village Manager's Office	Andy Lukasik Attorney/Len Rubin	Oct-2020	Mar-2022	Not Started	Organizational Excellence		2021 (Oct.2020 - Sept.2021)
19-59	Master Plan: Infrastructure	Earman River/Boardwalk	Earman River/Boardwalk identified in Master Plan.	Village Manager's Office	Andy Lukasik	Oct-2023	Sep-2026	Not Started	Waterways and Recreation	Identified in the Citizens Master Plan. Working with FDOT to include the under bridge portion in the design of the US1 Bridge as a part of the reconstruction	2024 (Oct.2023 - Sept.2024)
19-60	Master Plan: Programs	NPB/PBG Congress Ave Industrial District	NPB/Palm Beach Gardens Coordination for Congress Avenue Industrial District	Village Manager's Office	Andy Lukasik CDev/Jeremy Hubsch	Oct-2023	Sep-2025	Not Started	Strong Local Economy	Identified in the Citizens Master Plan.	2024 (Oct.2023 - Sept.2024)
19-61	Financial	Aggressively pursue Annexation.	Aggressively pursue Annexation.	Village Manager's Office	Andy Lukasik	Apr-2020	Apr-2025	Not Started	Financial Sustainability	Canal Road, Ellison Wilson rd. neighborhoods may be near term possibilities.	2020 (Oct.2019 - Sept.2020)
19-62	Quality of Life	Purchase more land for green space/public use.	Environmental - Take opportunities to purchase more land for green space/public use.	Village Manager's Office	Andy Lukasik			Not Started	Beautification and Quality of Life	Clarification needed. Priorities? Purpose?	Not Scheduled
20-01	Parks Projects	Anchorage Park Enhancement (Dry Storage)	Renovate dry storage area with new wall, resurface parking, striping, and trailer parking.	Parks and Recreation	Stephen Poh	Jan-2020	Jun-2021	≤25%	Waterways and Recreation	CIP Project (with the assistance of a LWCF State Grant). Planning, Engineering, and Design started in January 2020 but no construction. LWCF Grant provides \$200,000 with a village match of \$200,000 for a total project cost of \$400,000	2020 (Oct.2019 - Sept.2020)
20-02	Quality of Life	Infrastructure redevelopment strategy for US1 corridor	Develop a beautification project for US1 after the lane repurposing pilot project for US1 is	Special Projects	Chuck Huff	Oct-2023	Sep-2024	Not Started	Beautification and Quality of Life	Contingent upon affirmative policy direction from Village Council and FDOT approval to implement a lane reduction strategy. Should the Village pursue a lane	2024 (Oct.2023 - Sept.2024)
20-03	Country Club	Pond restoration	Solidify banks of ponds and beautify littoral shelf with plants	Country Club	Beth Davis, Allan Bowman	Jun-2021	Sep-2021	Not Started	Waterways and Recreation	Restoration/ beautification and water quality enhancement \$275K	2021 (Oct.2020 - Sept.2021)

#	Project Category	Project Description	Long Description	Department	Owner	Projected Start Date	Projected End Date	% Progress	Strategic Goal	Notes	Fiscal Year
20-04	Organizational Excellence	Sanitation Ordinance Revision	Sanitation Code Revisions to fix inaccuracies, gaps; improve sanitation services to maintain the level of service (5/week) that the residents expect. Current code is incorrect and missing key elements.	Public Works	Sanitation/Hallock	Nov-2019	Nov-2020	≤25%	Organizational Excellence	Started work on project in 2020. - to fix inaccuracies, to fix gaps; improve sanitation services updating the code of ordinances to maintain the level of service (3/week) that the residences	2021 (Oct.2020 - Sept.2021)
20-05	Financial	Sanitation Commercial Fee Structure	Commercial fee structure needs to be revised to a more equitable system/formula.	Public Works	Sanitation/Hallock	Jun-2020	Jun-2021	Not Started	Financial Sustainability	Started work on project in 2020. Adjust fees to recoup operational costs.	2021 (Oct.2020 - Sept.2021)
20-06	Financial	Sanitation Residential Fee Implemented	Investigate implementing a residential fee to support Sanitation operations and	Public Works	Sanitation/Hallock	Oct-2020	Oct-2021	Not Started	Financial Sustainability	Need Village Council direction on if they want to pursue a sanitation fee. Could allow for millage reduction or using the	2021 (Oct.2020 - Sept.2021)
20-07	Public Works Projects	Country Club Generator	Country Club has a generator plug but no generator. Due to the high	Public Works	Facilities/Hallock	Feb-2021	Jun-2021	Not Started	Organizational Excellence	The generator will power the critical infrastructure (panels HE, KA1E, L2E, and KA2E). Size still needs to be determined.	2021 (Oct.2020 - Sept.2021)
20-08	Neighborhood Projects	Development of a waterfront neighborhoods and commercial improvement plan. Waterfront master plan.	North Lake Area Redevelopment opportunities: assessment of multifamily housing stock, consider redevelopment opportunities, rewrite the Code to encourage redevelopment, provide a Riverwalk/boardwalk, and activate the waterfront.	Community Development	Jeremy Hubsch	Not Scheduled	Not Scheduled	Not Started	All Neighborhoods as Desirable Places to Live	Can we incentivize redevelopment along the water? Clean up older buildings. Façade improvement. Keeping it attractive. Aesthetics. Some properties on Northlake are in poor condition and not being used to their full potential. Midcentury design need maintain community character. Tax base mostly residential. Blighted areas require increase services delivery to support a viable community for attracting businesses. May be one or more elements in the master plan that may fold into this strategy.	2022 (Oct.2021 - Sept.2022)
20-09	Country Club	Submersible Swim walls	Swim Wall Acquisition. Provides pool flexibility to effectively create more usable space for a wide	Country Club	Beth Davis, Alf Aguirre	Oct-2020	Nov-2020	Not Started	Waterways and Recreation	Turnkey pool separation system to maximize usable space and revenues; \$80K, possible grants	2021 (Oct.2020 - Sept.2021)
20-10	Country Club	Cover Shot	Purchase a driving range cover that provides shade/cover from weather to expand teaching and practice facility services	Country Club	Beth Davis, Allan Bowman	May-2022	Sep-2022	Not Started	Waterways and Recreation	New Service \$35K approved 2020 for used unit but negotiations fell short; new is \$90K. Driving range shaded area & launch monitor will allow new services, youth	2022 (Oct.2021 - Sept.2022)
20-11	Country Club	Members Short Game area	Rebuild members short game area	Country Club	Beth Davis, Allan Bowman	May-2024	Aug-2024	Not Started	Waterways and Recreation	New Service est.: \$300K	2024 (Oct.2023 - Sept.2024)
20-12	Country Club	Fitness Center	Fitness Center development: addition to tennis or pool area.	Country Club	Beth Davis	Oct-2024	Oct-2025	Not Started	Waterways and Recreation	New service	Beyond Fiscal Year 2025
20-13	Country Club	Waterfront Tiki Bar	Tiki bar on ICW: Partnership with Farmer's Table.	Country Club	Beth Davis	Oct-2024	Oct-2025	Not Started	Waterways and Recreation	New service	Beyond Fiscal Year 2025

#	Project Category	Project Description	Long Description	Department	Owner	Projected Start Date	Projected End Date	% Progress	Strategic Goal	Notes	Fiscal Year
20-14	Technology	Provide online permitting, inspections, planning, and code enforcement.	Implement enterprise software to automate Community Development processes: Permitting, Inspections, Planning, and Code Enforcement	Information Technology	Mike Applegate Jeremy Hubsch	Not Scheduled	Not Scheduled	Not Started	Organizational Excellence	Prior to start an assessment (Work Innovations) will be completed (FY2023). COVID-19 highlighted the need to get out of paper submittals & contact permitting.	Beyond Fiscal Year 2025
20-15	Public Works Projects	Public Work Complex Construction & Move	Old Public Works Complex is outdated, too small, not very functional, and located	Public Works	Facilities/Hallock	Oct-2025	Jan-2027	Not Started	Organizational Excellence	The garage is too low to pull in Front Loaders for repair and maintenance so this work must be done outside. Village	Beyond Fiscal Year 2025
20-16	Infrastructure	Lakeside Park Seawall replacement	The seawall is clearly at or near the end of its useful life, and could suffer a	Public Works	Streets/Hallock	Oct-2025	Oct-2026	Not Started	Waterways and Recreation	Due to the very poor condition the Village is currently engineering the seawall in case it fails and an emergency repair is	Beyond Fiscal Year 2025
20-17	Infrastructure	Monet Road Seawall	The seawall on Canal Road is showing visual signs of aging. A seawall failure could impact or obstruct the abutting canal and cause the loss of the park peninsula and observation area	Public Works	Streets/Hallock	Oct-2026	Oct-2027	Not Started	Waterways and Recreation	The engineering study will determine the condition of the seawall, recommend any needed repair options, and determine when these repairs should be completed to avoid a premature seawall failure.	Beyond Fiscal Year 2025
20-18	Country Club	Pool Deck Cabana Rentals	Purchase and installation of 4-6 covered cabanas around pool deck to enhance "resort" feel.	Country Club	Beth Davis, Alf Aguirre	Oct-2020	Nov-2020	Not Started	Waterways and Recreation	New Service Pool Cabana rental program poolside \$26K	2021 (Oct.2020 - Sept.2021)
20-19	Country Club	Inflatables for Parties/Special Events	Purchase inflatables to rent for private parties & special events and/or use for Village events.	Country Club	Beth Davis, Alf Aguirre	Oct-2021	Nov-2021	Not Started	Waterways and Recreation	New Service \$15-20K	2022 (Oct.2021 - Sept.2022)
20-20	Country Club	Pool Slide purchase	Purchase and installation of a pool slide to enhance pool amenities.	Country Club	Beth Davis, Alf Aguirre	Oct-2022	Dec-2022	Not Started	Waterways and Recreation	New Service	2023 (Oct.2022 - Sept.2023)

<p style="text-align: right;">Priority 3.33</p> <p>19-07 Update Residential Zoning Codes All Neighborhoods as Desirable Places to Live</p> <p>Review, revise, and update Residential Zoning Codes</p>	<table border="1"> <thead> <tr> <th></th> <th>SB</th> <th>MM</th> <th>DA</th> <th>DN</th> <th>DS</th> </tr> </thead> <tbody> <tr> <td>High</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Medium</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Low</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Eliminate</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>		SB	MM	DA	DN	DS	High						Medium						Low						Eliminate					
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<p style="text-align: right;">Priority 3.17</p> <p>20-08 Development of a waterfront neighborhoods and commercial improvement plan. Waterfront master plan. All Neighborhoods as Desirable Places to Live</p> <p>North Lake Area Redevelopment opportunities: assessment of multifamily housing stock, consider redevelopment opportunities, rewrite the Code to encourage redevelopment, provide a Riverwalk/boardwalk, and activate the waterfront.</p>	<table border="1"> <thead> <tr> <th></th> <th>SB</th> <th>MM</th> <th>DA</th> <th>DN</th> <th>DS</th> </tr> </thead> <tbody> <tr> <td>High</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Medium</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Low</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Eliminate</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>		SB	MM	DA	DN	DS	High						Medium						Low						Eliminate					
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<p style="text-align: right;">Priority 2.83</p> <p>19-41 New LED street & pedestrian lighting All Neighborhoods as Desirable Places to Live</p> <p>Work with FPL to implement new LED street and pedestrian lighting and turnover maintenance to FPL</p>	<table border="1"> <thead> <tr> <th></th> <th>SB</th> <th>MM</th> <th>DA</th> <th>DN</th> <th>DS</th> </tr> </thead> <tbody> <tr> <td>High</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Medium</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Low</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Eliminate</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>		SB	MM	DA	DN	DS	High						Medium						Low						Eliminate					
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<p style="text-align: right;">Priority 2.50</p> <p>19-24 License plate recognition deployment. All Neighborhoods as Desirable Places to Live</p> <p>Increase LPR (license plate recognition) deployment.</p>	<table border="1"> <thead> <tr> <th></th> <th>SB</th> <th>MM</th> <th>DA</th> <th>DN</th> <th>DS</th> </tr> </thead> <tbody> <tr> <td>High</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Medium</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Low</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Eliminate</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>		SB	MM	DA	DN	DS	High						Medium						Low						Eliminate					
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<p style="text-align: right;">Priority 2.33</p> <p>19-34 Develop a Neighborhood Plan</p> <p>All Neighborhoods as Desirable Places to Live</p> <p>Develop a Neighborhood Plan; focus on engaging neighborhood leaders to identify priorities.</p>		SB	MM	DA	DN	DS
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<p style="text-align: right;">Priority 1.83</p> <p>19-15 Develop reasonable-cost housing plan</p> <p>All Neighborhoods as Desirable Places to Live</p> <p>Develop a plan to increase availability of reasonable-cost housing in accordance with the Master Plan</p>		SB	MM	DA	DN	DS
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<p style="text-align: right;">Priority 4.00</p> <p>19-55 Finalization of boat & RV ordinance</p> <p>Beautification and Quality of Life</p> <p>Finalization of boat and RV ordinance</p>		SB	MM	DA	DN	DS
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<p style="text-align: right;">Priority 3.67</p> <p>19-11 Code Compliance Process Improvements</p> <p>Beautification and Quality of Life</p> <p>Code Compliance - Identify Process Improvements to be more effective. Need to be more proactive instead of reactive</p>		SB	MM	DA	DN	DS
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<p style="text-align: right;">Priority 3.50</p> <p>19-49 US 1 Bridge Replacement Plan</p> <p>Beautification and Quality of Life</p> <p>US 1 Bridge Replacement/ Improvement Plan; collaborate with FDOT</p>		SB	MM	DA	DN	DS
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<p style="text-align: right;">Priority 3.33</p> <p>19-50 Prosperity Farms Rd bridge improvements</p> <p>Beautification and Quality of Life</p> <p>Prosperity Farms Road/bridge improvements in accordance with the Master Plan; collaborate with Palm Beach County</p>		SB	MM	DA	DN	DS
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<p style="text-align: right;">Priority 3.20</p> <p>19-45 Country Club construction/landscaping</p> <p>Beautification and Quality of Life</p> <p>New Country Club construction/landscaping</p>		SB	MM	DA	DN	DS
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<p style="text-align: right;">Priority 3.00</p> <p>19-12 Green/Sustainable Policy & Plan</p> <p>Beautification and Quality of Life</p> <p>Environmental - Need more Green/Sustainable Initiatives. Policy and plan need to be developed.</p>		SB	MM	DA	DN	DS
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<p style="text-align: right;">Priority 3.00</p> <p>19-44 Marina Drive Streetscape Improvements</p> <p>Beautification and Quality of Life</p> <p>Marina Drive Streetscape Improvements</p>		SB	MM	DA	DN	DS
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<p style="text-align: right;">Priority 2.83</p> <p>19-47 Beautification Program</p> <p>Beautification and Quality of Life</p> <p>Village Wide Beautification Program in accordance with the Master Plan</p>		SB	MM	DA	DN	DS
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<p style="text-align: right;">Priority 2.67</p> <p>19-37 East Alleyway wall replacement</p> <p>Beautification and Quality of Life</p> <p>East Alleyway wall replacement. Use same design as Anchorage Park Dry Storage area.</p>		SB	MM	DA	DN	DS
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<p style="text-align: right;">Priority 2.50</p> <p>19-28 Update Sign Code</p> <p>Beautification and Quality of Life</p> <p>Update Sign Code. Policy decision needed for aesthetic (commercial) components.</p>		SB	MM	DA	DN	DS
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<p style="text-align: right;">Priority 2.50</p> <p>19-51 Prosperity Farms Rd Corridor Improvements</p> <p>Beautification and Quality of Life</p> <p>Prosperity Farms Road Corridor Improvements in accordance with the Master Plan</p>		SB	MM	DA	DN	DS
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<p style="text-align: right;">Priority 2.40</p> <p>20-02 Infrastructure redevelopment strategy for US1 corridor</p> <p>Beautification and Quality of Life</p> <p>Develop a beautification project for US1 after the lane repurposing pilot project for US1 is completed.</p>		SB	MM	DA	DN	DS
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<p style="text-align: right;">Priority 1.67</p> <p>19-62 Purchase more land for green space/public use.</p> <p>Beautification and Quality of Life</p> <p>Environmental - Take opportunities to purchase more land for green space/public use.</p>		SB	MM	DA	DN	DS
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<p style="text-align: right;">Priority 1.33</p> <p>19-29 Mobile Library service Beautification and Quality of Life</p> <p>Develop mobile Library service to residents who are unable to visit the Library (or other departments) because of age, disability, illness, or significant transportation issues</p>		SB	MM	DA	DN	DS
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<p style="text-align: right;">Priority 3.17</p> <p>19-01 Marketing & Branding Community Outreach</p> <p>Village Marketing and Branding Program</p>		SB	MM	DA	DN	DS
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<p style="text-align: right;">Priority 1.83</p> <p>19-02 Citizen outreach program Community Outreach</p> <p>Develop citizen outreach program (North Palm Beach University) for citizens to engage with village government</p>		SB	MM	DA	DN	DS
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<p style="text-align: right;">Priority 3.83</p> <p>20-05 Sanitation Commercial Fee Structure Financial Sustainability</p> <p>Commercial fee structure needs to be revised to a more equitable system/formula.</p>		SB	MM	DA	DN	DS
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<p style="text-align: right;">Priority 3.67</p> <p>19-16 Country Club R&R fund Financial Sustainability</p> <p>Develop a plan for the establishment of a Country Club R&R fund</p>		SB	MM	DA	DN	DS
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<p style="text-align: right;">Priority 3.67</p> <p>19-18 Country Club Strategic Plan Financial Sustainability</p> <p>Country Club - Insure viability of country club and restaurant. Develop Strategic Plan that includes marketing, management, fees.</p>	<table border="1"> <thead> <tr> <th></th> <th>SB</th> <th>MM</th> <th>DA</th> <th>DN</th> <th>DS</th> </tr> </thead> <tbody> <tr> <td>High</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Medium</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Low</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Eliminate</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>		SB	MM	DA	DN	DS	High						Medium						Low						Eliminate					
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<p style="text-align: right;">Priority 3.50</p> <p>19-35 Stormwater Master Plan Financial Sustainability</p> <p>Develop a Stormwater Master Plan including: -Fees and improvements -Enterprise fund creation</p>	<table border="1"> <thead> <tr> <th></th> <th>SB</th> <th>MM</th> <th>DA</th> <th>DN</th> <th>DS</th> </tr> </thead> <tbody> <tr> <td>High</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Medium</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Low</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Eliminate</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>		SB	MM	DA	DN	DS	High						Medium						Low						Eliminate					
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<p style="text-align: right;">Priority 3.50</p> <p>19-61 Aggressively pursue Annexation. Financial Sustainability</p> <p>Aggressively pursue Annexation.</p>	<table border="1"> <thead> <tr> <th></th> <th>SB</th> <th>MM</th> <th>DA</th> <th>DN</th> <th>DS</th> </tr> </thead> <tbody> <tr> <td>High</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Medium</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Low</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Eliminate</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>		SB	MM	DA	DN	DS	High						Medium						Low						Eliminate					
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<p style="text-align: right;">Priority 3.00</p> <p>19-54 Undergrounding power lines, 5G, Natural Gas Financial Sustainability</p> <p>Development of plan for Undergrounding power lines/5G technologies/Natural Gas - could be a profit center. Provides hardening. Staff to pursue partnering opportunities.</p>	<table border="1"> <thead> <tr> <th></th> <th>SB</th> <th>MM</th> <th>DA</th> <th>DN</th> <th>DS</th> </tr> </thead> <tbody> <tr> <td>High</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Medium</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Low</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Eliminate</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>		SB	MM	DA	DN	DS	High						Medium						Low						Eliminate					
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<p style="text-align: right;">Priority 3.00</p> <p>20-06 Sanitation Residential Fee Implemented Financial Sustainability</p> <p>Investigate implementing a residential fee to support Sanitation operations and vehicle purchases.</p>	<table border="1"> <thead> <tr> <th></th> <th>SB</th> <th>MM</th> <th>DA</th> <th>DN</th> <th>DS</th> </tr> </thead> <tbody> <tr> <td>High</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Medium</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Low</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Eliminate</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>		SB	MM	DA	DN	DS	High						Medium						Low						Eliminate					
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<p style="text-align: right;">Priority 2.83</p> <p>19-20 CIP for Golf Course Financial Sustainability</p> <p>Develop CIP for Golf Course</p>	<table border="1"> <thead> <tr> <th></th> <th>SB</th> <th>MM</th> <th>DA</th> <th>DN</th> <th>DS</th> </tr> </thead> <tbody> <tr> <td>High</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Medium</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Low</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Eliminate</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>		SB	MM	DA	DN	DS	High						Medium						Low						Eliminate					
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<p style="text-align: right;">Priority 2.67</p> <p>19-21 Fees to reduce reliance on ad valorem taxes Financial Sustainability</p> <p>Develop a white paper to identify and evaluate possible new fees based on services provided in order to reduce overall reliance on ad valorem taxes.</p>	<table border="1"> <thead> <tr> <th></th> <th>SB</th> <th>MM</th> <th>DA</th> <th>DN</th> <th>DS</th> </tr> </thead> <tbody> <tr> <td>High</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Medium</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Low</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Eliminate</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>		SB	MM	DA	DN	DS	High						Medium						Low						Eliminate					
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<p style="text-align: right;">Priority 3.33</p> <p>19-08 Alley Improvements Mobility</p> <p>Develop Plan for Alley Improvements; maintenance and multi-purpose design</p>	<table border="1"> <thead> <tr> <th></th> <th>SB</th> <th>MM</th> <th>DA</th> <th>DN</th> <th>DS</th> </tr> </thead> <tbody> <tr> <td>High</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Medium</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Low</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Eliminate</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>		SB	MM	DA	DN	DS	High						Medium						Low						Eliminate					
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<p style="text-align: right;">Priority 3.33</p> <p>19-10 Lighthouse Drive Bridge Replacement & Traffic Calming Mobility</p> <p>Lighthouse Drive Bridge Replacement and Traffic Calming; Traffic Calming in accordance with the Master Plan</p>	<table border="1"> <thead> <tr> <th></th> <th>SB</th> <th>MM</th> <th>DA</th> <th>DN</th> <th>DS</th> </tr> </thead> <tbody> <tr> <td>High</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Medium</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Low</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Eliminate</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>		SB	MM	DA	DN	DS	High						Medium						Low						Eliminate					
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<p style="text-align: right;">Priority 3.17</p> <p>19-06 Policy decision for lane repurposing for the US1. Mobility</p> <p>Policy decision for lane repurposing on US1 in accordance with the Master Plan; recommend implementation of a pilot program in late 2020 for decision to FDOT by June 2021.</p>	<table border="1"> <thead> <tr> <th></th> <th>SB</th> <th>MM</th> <th>DA</th> <th>DN</th> <th>DS</th> </tr> </thead> <tbody> <tr> <td>High</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Medium</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Low</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Eliminate</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>		SB	MM	DA	DN	DS	High						Medium						Low						Eliminate					
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<p style="text-align: right;">Priority 2.50</p> <p>19-09 Bicycle Network Plan Mobility</p> <p>Village Wide Bicycle Network Plan. Recreation Trail Connection and Lighting (e.g. Country Club Drive)</p>	<table border="1"> <thead> <tr> <th></th> <th>SB</th> <th>MM</th> <th>DA</th> <th>DN</th> <th>DS</th> </tr> </thead> <tbody> <tr> <td>High</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Medium</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Low</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Eliminate</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>		SB	MM	DA	DN	DS	High						Medium						Low						Eliminate					
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<p style="text-align: right;">Priority 1.00</p> <p>19-52 Event-Based Water Taxi Service Mobility</p> <p>Event-Based Water Taxi Service in accordance with the Master Plan</p>	<table border="1"> <thead> <tr> <th></th> <th>SB</th> <th>MM</th> <th>DA</th> <th>DN</th> <th>DS</th> </tr> </thead> <tbody> <tr> <td>High</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Medium</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Low</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Eliminate</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>		SB	MM	DA	DN	DS	High						Medium						Low						Eliminate					
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<p style="text-align: right;">Priority 3.50</p> <p>20-04 Sanitation Ordinance Revision Organizational Excellence</p> <p>Sanitation Code Revisions to fix inaccuracies, gaps; improve sanitation services to maintain the level of service (5/week) that the residents expect. Current code is incorrect and missing key elements.</p>	<table border="1"> <thead> <tr> <th></th> <th>SB</th> <th>MM</th> <th>DA</th> <th>DN</th> <th>DS</th> </tr> </thead> <tbody> <tr> <td>High</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Medium</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Low</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Eliminate</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>		SB	MM	DA	DN	DS	High						Medium						Low						Eliminate					
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<p style="text-align: right;">Priority 3.50</p> <p>20-14 Provide online permitting, inspections, planning, and code enforcement. Organizational Excellence</p> <p>Implement enterprise software to automate Community Development processes: Permitting, Inspections, Planning, and Code Enforcement</p>	<table border="1"> <thead> <tr> <th></th> <th>SB</th> <th>MM</th> <th>DA</th> <th>DN</th> <th>DS</th> </tr> </thead> <tbody> <tr> <td>High</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Medium</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Low</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Eliminate</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>		SB	MM	DA	DN	DS	High						Medium						Low						Eliminate					
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Priority 3.33

20-07 Country Club Generator
Organizational Excellence

Country Club has a generator plug but no generator. Due to the high structural integrity of the building it can be used during states of emergencies if it has a generator.

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Priority 3.17

19-56 Process refinement (Work Innovations)
Organizational Excellence

Process refinement: Audit comments to drive project selection and/or payroll process

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Priority 3.00

19-26 Efficient financial software
Organizational Excellence

More efficient financial software and processes to eliminate/reduce manual work.

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Priority 2.60

20-15 Public Work Complex Construction & Move
Organizational Excellence

Old Public Works Complex is outdated, too small, not very functional, and located next to a Single Family Residential zone.

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Priority 2.33

19-57 Charter Review Process
Organizational Excellence

Initiate Charter Review Process including discussing changes to Council terms

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Priority 3.83

19-05 Re-write code to be more business friendly
Strong Local Economy

Develop a form-based code to encourage redevelopment consistent with the Master Plan.

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Priority 3.67

19-48 Commercial Business initiatives: Plan
Strong Local Economy

Commercial Business Initiatives: Reconstitution of business advisory board. Development of Recruitment and Retention strategies for businesses.

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Priority 3.33

19-13 Twin City Mall Redevelop
Strong Local Economy

Twin City Mall regulatory framework to redevelop site in accordance with the Master Plan.

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Priority 2.80

19-60 NPB/PBG Congress Ave Industrial District
Strong Local Economy

NPB/Palm Beach Gardens Coordination for Congress Avenue Industrial District

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Priority 2.50

19-27 Safe cities (Deploy Village owned fiber)
Strong Local Economy

Safe cities (Deploy Village owned fiber)

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<p style="text-align: right;">Priority 3.83</p> <p>20-16 Lakeside Park Seawall replacement Waterways and Recreation</p> <p>The seawall is clearly at or near the end of its useful life, and could suffer a structural failure at any time. The southeast seawall is in very poor condition. Repair is not feasible.</p>	SB	MM	DA	DN	DS
<p style="text-align: right;">Priority 3.50</p> <p>20-01 Anchorage Park Enhancement (Dry Storage) Waterways and Recreation</p> <p>Renovate dry storage area with new wall, resurface parking, striping, and trailer parking.</p>	SB	MM	DA	DN	DS
<p style="text-align: right;">Priority 3.20</p> <p>19-46 Swimming pool improvements Waterways and Recreation</p> <p>Swimming pool improvements</p>	SB	MM	DA	DN	DS
<p style="text-align: right;">Priority 3.17</p> <p>19-30 PR Master Plan: Needs assessment Waterways and Recreation</p> <p>Develop a Needs Assessment to identify and evaluate recreation programs and facilities desired by the community</p>	SB	MM	DA	DN	DS
<p style="text-align: right;">Priority 3.17</p> <p>20-03 Pond restoration Waterways and Recreation</p> <p>Solidify banks of ponds and beautify littoral shelf with plants</p>	SB	MM	DA	DN	DS

<p style="text-align: right;">Priority 3.17</p> <p>20-20 Pool Slide purchase Waterways and Recreation</p> <p>Purchase and installation of a pool slide to enhance pool amenities.</p>	<table border="1"> <thead> <tr> <th></th> <th>SB</th> <th>MM</th> <th>DA</th> <th>DN</th> <th>DS</th> </tr> </thead> <tbody> <tr> <td>High</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Medium</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Low</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Eliminate</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>		SB	MM	DA	DN	DS	High						Medium						Low						Eliminate					
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<p style="text-align: right;">Priority 3.00</p> <p>19-14 Impervious area control plan Waterways and Recreation</p> <p>Environmental -- Need an impervious area plan to control water quality and runoff.</p>	<table border="1"> <thead> <tr> <th></th> <th>SB</th> <th>MM</th> <th>DA</th> <th>DN</th> <th>DS</th> </tr> </thead> <tbody> <tr> <td>High</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Medium</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Low</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Eliminate</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>		SB	MM	DA	DN	DS	High						Medium						Low						Eliminate					
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<p style="text-align: right;">Priority 3.00</p> <p>19-17 Pool & Tennis Management Waterways and Recreation</p> <p>Structure of Pool & Tennis Management need to be redefined. Tennis and pool review and determine best structure to maximize profitability and reduce costs.(Pool management completed FY20).</p>	<table border="1"> <thead> <tr> <th></th> <th>SB</th> <th>MM</th> <th>DA</th> <th>DN</th> <th>DS</th> </tr> </thead> <tbody> <tr> <td>High</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Medium</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Low</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Eliminate</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>		SB	MM	DA	DN	DS	High						Medium						Low						Eliminate					
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<p style="text-align: right;">Priority 3.00</p> <p>19-31 Reconstruction of Anchorage Park South Marina Waterways and Recreation</p> <p>Reconstruction of Anchorage Park South Marina seawall only. No dock replacement.</p>	<table border="1"> <thead> <tr> <th></th> <th>SB</th> <th>MM</th> <th>DA</th> <th>DN</th> <th>DS</th> </tr> </thead> <tbody> <tr> <td>High</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Medium</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Low</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Eliminate</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>		SB	MM	DA	DN	DS	High						Medium						Low						Eliminate					
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<p style="text-align: right;">Priority 3.00</p> <p>20-17 Monet Road Seawall Waterways and Recreation</p> <p>The seawall on Canal Road is showing visual signs of aging. A seawall failure could impact or obstruct the abutting canal and cause the loss of the park peninsula and observation area.</p>	<table border="1"> <thead> <tr> <th></th> <th>SB</th> <th>MM</th> <th>DA</th> <th>DN</th> <th>DS</th> </tr> </thead> <tbody> <tr> <td>High</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Medium</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Low</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Eliminate</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>		SB	MM	DA	DN	DS	High						Medium						Low						Eliminate					
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<p style="text-align: right;">Priority 3.00</p> <p>20-18 Pool Deck Cabana Rentals Waterways and Recreation</p> <p>Purchase and installation of 4-6 covered cabanas around pool deck to enhance “resort” feel.</p>	<table border="1"> <thead> <tr> <th></th> <th>SB</th> <th>MM</th> <th>DA</th> <th>DN</th> <th>DS</th> </tr> </thead> <tbody> <tr> <td>High</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Medium</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Low</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Eliminate</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>		SB	MM	DA	DN	DS	High						Medium						Low						Eliminate					
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<p style="text-align: right;">Priority 2.67</p> <p>20-09 Submersible Swim walls Waterways and Recreation</p> <p>Swim Wall Acquisition. Provides pool flexibility to effectively create more usable space for a wide variety of aquatic activity through the use of a new wall system.</p>	<table border="1"> <thead> <tr> <th></th> <th>SB</th> <th>MM</th> <th>DA</th> <th>DN</th> <th>DS</th> </tr> </thead> <tbody> <tr> <td>High</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Medium</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Low</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Eliminate</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>		SB	MM	DA	DN	DS	High						Medium						Low						Eliminate					
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<p style="text-align: right;">Priority 2.67</p> <p>20-10 Cover Shot Waterways and Recreation</p> <p>Purchase a driving range cover that provides shade/cover from weather to expand teaching and practice facility services</p>	<table border="1"> <thead> <tr> <th></th> <th>SB</th> <th>MM</th> <th>DA</th> <th>DN</th> <th>DS</th> </tr> </thead> <tbody> <tr> <td>High</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Medium</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Low</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Eliminate</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>		SB	MM	DA	DN	DS	High						Medium						Low						Eliminate					
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<p style="text-align: right;">Priority 2.60</p> <p>20-11 Members Short Game area Waterways and Recreation</p> <p>Rebuild members short game area</p>	<table border="1"> <thead> <tr> <th></th> <th>SB</th> <th>MM</th> <th>DA</th> <th>DN</th> <th>DS</th> </tr> </thead> <tbody> <tr> <td>High</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Medium</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Low</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Eliminate</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>		SB	MM	DA	DN	DS	High						Medium						Low						Eliminate					
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<p style="text-align: right;">Priority 2.50</p> <p>19-32 Lakeside Park Trail Project Waterways and Recreation</p> <p>Lakeside Park Trail Project</p>	<table border="1"> <thead> <tr> <th></th> <th>SB</th> <th>MM</th> <th>DA</th> <th>DN</th> <th>DS</th> </tr> </thead> <tbody> <tr> <td>High</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Medium</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Low</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Eliminate</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>		SB	MM	DA	DN	DS	High						Medium						Low						Eliminate					
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<p style="text-align: right;">Priority 2.50</p> <p>20-19 Inflatables for Parties/Special Events Waterways and Recreation</p> <p>Purchase inflatables to rent for private parties & special events and/or use for Village events.</p>	<table border="1"> <thead> <tr> <th></th> <th>SB</th> <th>MM</th> <th>DA</th> <th>DN</th> <th>DS</th> </tr> </thead> <tbody> <tr> <td>High</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Medium</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Low</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Eliminate</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>		SB	MM	DA	DN	DS	High						Medium						Low						Eliminate					
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<p style="text-align: right;">Priority 2.00</p> <p>20-12 Fitness Center Waterways and Recreation</p> <p>Fitness Center development: addition to tennis or pool area.</p>	<table border="1"> <thead> <tr> <th></th> <th>SB</th> <th>MM</th> <th>DA</th> <th>DN</th> <th>DS</th> </tr> </thead> <tbody> <tr> <td>High</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Medium</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Low</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Eliminate</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>		SB	MM	DA	DN	DS	High						Medium						Low						Eliminate					
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